

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

Tuesday, August 14, 2018 - 9:30 a.m. 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 Randazzo
- 3. Acknowledge Media
- 4. Approval of Agenda
- 5. Approval of the Meeting Minutesa. July 10, 2018 Regular Open Session
- 6. Report of Chair
- 7. Open Forum (Three Minutes per Speaker) At this time Members may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. There is a maximum time limit of three minutes per speaker and a speaker may only address the Board once during this period. The Board reserves the right to limit the total amount of time allotted for the Open Forum.
- 8. Responses to Open Forum Speakers
- 9. Update from VMS Director Stone
- 10. CEO Report
- 11. Consent Calendar All matters listed under the Consent Calendar are recommended for action by committees and will be enacted by the Board by one motion. In the event that an item is removed from the Consent Calendar by members of the Board, such item(s) shall be the subject of further discussion and action by the Board.

- a. Architectural Control and Standards Committee Recommendations:
 - (1) Approval Recommendation 409-C (Madrid, 4) Return to Previous Alternate Color Schemes for Entry Door and Interior Patio Wall
 - (2) Approval Recommendations 603-C (Granada,10A) Bathroom Split and Retain Non-Standard Door Color
- b. Landscape Committee Recommendations:
 - (1) Tree Removal
 - 738-D Avenida Majorca (Rhee) Deny the request for the removal of one Carrotwood tree and trim on schedule
 - 835-P Ronda Sevilla (Hunt) Deny the request for the removal of one Brazilian Pepper located at 835-P and trim on schedule
 - 407-C Avenida Castilla (Choi) Approve the request for the removal of a Canary Island Pine tree located across from 407-C at
 - 409-A and schedule the removal by December 2018
 - 2001-A Via Mariposa (Serrano) Deny the request for the removal of a Brazilian Pepper and perform an off-schedule trimming in the month of September to reduce the canopy
- c. Finance Committee Recommendations:
 - (1) Approval of Resolution to Record Lien against Member ID; 947-455-60
 - (2) Approval of Resolution to Record Lien against Member ID; 947-396-02
 - (3) Approval of Resolution to File in Small Claims Court against Member ID: 947-453-38
 - (4) Approval of Resolution to File in Small Claims Court against Member ID; 947-368-67
 - (5) Approval of Resolution to File in Small Claims Court against Member ID: 947-416-40

12. Unfinished Business

- Entertain a Motion to Adopt a Resolution for Revisions to the United
 Architectural Standard 11: Doors; Exterior (30-day notification to comply with Civil Code §4360 has been satisfied)
- b. Entertain a Motion to Adopt a Resolution for Revisions to the United Architectural Standard 13: Lifts and Lift Policy (30 day notification to comply with Civil Code §4360 has been satisfied)

- c. Entertain a Motion to Adopt a Resolution for Revisions to the United Architectural Standard 14: Exhaust Fans (30 day notification to comply with Civil Code §4360 has been satisfied)
- d. Entertain a Motion to Adopt a Resolution for an Unauthorized Alteration Fee (30 day notification to comply with Civil Code §4360 has been satisfied)

13. New Business

- a. Entertain a Motion to Approve the Village Energy Task Force and Charter
- b. Entertain a Motion to Approve a Resolution for the 2019 Collection and Lien Enforcement Policy
- c. Entertain a Motion to Approve Supplemental Appropriation Funding for Earthquake Insurance
- d. Entertain a Motion to Introduce the Amended United Harassment, Nuisance and Clutter Policies for Review (AUGUST initial notification-must postpone 30-days to comply with Civil Code §4360)
- e. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 15: Floor Coverings; Exterior (AUGUST initial notification-must postpone 30-days to comply with Civil Code §4360)
- f. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 16: Fences; Wrought Iron (AUGUST initial notification-must postpone 30-days to comply with Civil Code §4360)

14. Committee Reports

- a. Report of the Finance Committee / Financial Report Director Morrison. Next meeting September 25, 2018, 2:00 p.m. in the Sycamore Room.
- b. Report of the Architectural Control and Standards Committee Director Dorrell. Next meeting August 16, 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 August 23, 2018, 9:00 a.m. in the Willow Room.
- e. Report of the Governing Documents Review Committee President Skillman. Next meeting August 22, 2018, 1:30 p.m. in the Sycamore Room.

- f. Report of the Landscape Committee Director Blackwell. There will be a Special meeting on September 5, 2018, 1:30 p.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
 - 1) Village Energy Task Force- Director Carl Randazzo. Next meeting September 12, 2018, 9:30 a.m. in the Willow Room.
- h. Report of the Resident Advisory Committee Director Tibbets. Next meeting August 16, 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 September 13, 2018, 1:30 p.m. in the Board Room.
- c. Report of the Maintenance & Construction Committee—Director Tibbets. Next meeting October 10, 2018, 9:30 a.m. in the Board Room.
- d. Report of the Media and Communication Committee—Director Blackwell. Next meeting August 20, 2018, 1:30 p.m. in the Board Room.
 - Thrive Project Task Force August 14, 2018, 9:30 a.m. in the Cypress Room
- e. Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting October 3, 2018, 1:30 p.m. in the Board Room.
- f. Report of the Security and Community Access Committee—Director Tibbets. Next meeting August 27, 2018, 1:30 p.m. in the Board Room.
 - Laguna Woods Village Traffic Hearings Director Achrekar. Next meeting August 15, 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 Achrekar. Next meeting September 25, 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.

- **16a.** Resolution to Update the Golf Cart Plug-In Fee
- **16b.** Alteration Standards on Window Colors
- 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) July 10, 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, July 10, 2018

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, July 10, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present:

Juanita Skillman, Janey Dorrell, Don Tibbets, Maggie Blackwell, Gary Morrison, , Manuel Armendariz, Reza Bastani, Carl Randazzo, Andre Torng and Cash Achrekar

Directors Absent:

Pat English

Staff Present:

Brad Hudson, Siobhan Foster, Christine Spahr, Eve Morton,

Pamela Bashline, Whitney Thornton and Cheryl Silva

Others Present:

VMS: Dick Rader

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

5. Approval of Minutes

5a. June 12, 2018 – Regular Open Session

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Director Achrekar made a motion to approve the minutes as corrected. The motion was seconded by Director Armendariz and it passed by a vote of 9-0-1 (Director Dorrell abstained).

6. Report of the Chair

President Skillman reminded members that the United budget meeting will be held on Thursday, July 12, 2018, at 9:30 a.m. in the Board Room.

Jeff Beaumont gave an update on pending legislative

 SB721 Balcony Inspections. This bill passed in the senate and agreed to an amendment that only applies to apartment buildings.

7. Open Forum

Members made comments regarding the benefits of Laguna Woods Village Foundation, Legacy Donor, solar heating project, sprinkler system replacement on the golf course, and SB1265 qualifications for the Board.

8. Responses to Open Forum Speakers

Several Directors responded to Member comments. Brad Hudson and Jeff Beaumont, Esq. responded to questions on the legislative bills.

9. Update from VMS - Director Rader

Director Rader gave an update from the VMS Board meetings. He showed a presentation on the goals of the VMS Board.

10. CEO Report

Brad Hudson, CEO, reported on the following subjects:

- Budget meetings continue this week for GRF, United Mutual and Third Mutual Corporations;
- Board Candidate Applications are due by August 10, 2018, to serve on the United Board. Elections will be held in October;
- Paving program has begun and residents can contact Eric 268-2427 for help;
- Renovation of Gatehouses, 4, 10, 11, and 12;
- PAC Advisory Committee is moving forward with renovations;
- Technology achievements: resident and property services notifications by text or email, resident services tracking, sublease expiration reminders, caregiver registration process,
- New cable service called "stingray" provides music anytime of the day;
- New digital guide for cable users.
- · Bandwidth improvement services continue;
- Call Resident Services if you need your old analog television removed. Do not put bulky items in the community dumpsters.
- SCE replacement of the underground electrical cable. Notification going out by SCE;
- Several golf carts are not registered and decals are available to residents at no charge;
- · Pesticides used in the community will be addressed;

- El Toro Rd./5 Freeway interchange construction meetings with CalTrans are upcoming;
- Recreation staff did a wonderful job with the July 4th celebrations.

Brad Hudson answered questions from the Board.

11. Consent Calendar

11a. Architectural Control and Standards Committee Recommendations:

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

RESOLUTION 01-18-68 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.

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

RESOLUTION 01-18-69 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.

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

RESOLUTION 01-18-70 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.

11b. 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

RESOLUTION 01-18-71 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.

11c. Finance Committee Recommendations:

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

RESOLUTION 01-18-72

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.

Director Morrison made a motion to approve the Consent Calendar as amended. The motion was seconded by Director Dorrell and the motion passed by vote of 8-0-2 (Director Bastani and Torng abstained).

12. Unfinished Business

12a. Entertain a Motion to Adopt Revisions to the United Architectural Standard 10: Dishwasher

Director Blackwell read the following resolution:

RESOLUTION 01-18-73

Revised United Architectural Standard 10: Dishwasher

Resolution U-96-62, Adopted May 14, 1996, Superseded and Canceled

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.

Director Blackwell made a motion to approve a resolution to adopt revisions to the United Architectural Standard 10: Dishwasher. Director Dorrell seconded the motion

Discussion ensued among the Directors.

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

12b. Entertain a Motion to Rescind United Architectural Standard 21: Patio Covers; Wood

Director Blackwell read the following resolution:

Resolution 01-18-74

Rescind United Architectural Standard 21: Patio Covers; Wood

Rescind Resolution 01-08-19, adopted February 12, 2008

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

Director Blackwell made a motion to approve a resolution to the rescind United Alteration Standard 21: Patio Covers; Wood. Director Dorrell seconded the motion.

President Skillman called for the vote and the motion passed by 8-0-2 (Directors Torng and Bastani abstained).

12c. Entertain a Motion to Adopt a Resolution for Amending the Current Resale Documents

Director Blackwell read the following resolution:

RESOLUTION 01-18-75

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

Director Blackwell made a motion to approve a resolution amending United Resale Documents as corrected. The motion was seconded by Director Tibbetts.

Director Achrekar and Blackwell had corrections to the resale documents. Pamela Bashline answered questions from the Board.

President Skillman called for the vote and the motion passed by a vote of 9-0-1 (Director Torng abstained).

12d. Entertain a Motion to Re-Introduce a Resolution for a Temporary Container Policy

Director Blackwell read the following resolution:

RESOLUTION 01-18-76 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.

Director Blackwell made a motion to approve a resolution to adopt a Temporary Container Policy. The motion was seconded by Director Randazzo.

President Skillman called for the question and the motion passed by a vote of 10-0-0

13. New Business

13a. Entertain a Motion to Approve the Proposed Amendment to the Trust Agreement to Extend its Term

Director Blackwell made 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, to be approved at a Special Corporate Members meeting in August. The motion was seconded by Director Dorrell.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 9-0-1 (Director Bastani abstained).

13b. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 11: Doors; Exterior

Director Blackwell read the following resolution:

RESOLUTON 01-18-XX

Revise Alteration Standard 11: Doors; Exterior Resolution 01-10-269, adopted December 14, 2010, superseded and cancelled

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, July 10, 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.

Director Blackwell made a motion to introduce a resolution for revisions to the United Architectural Standard 11:Doors; Exterior. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

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

13c. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 13: Lifts and Lift Policy

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX

Revise Alteration Standard 13: Lifts and Lift Policy

Resolution U-01-96, U-00-77 and U-01-22, superseded and cancelled

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.

Director Blackwell made a motion to introduce a resolution for revisions to the United Architectural Standard 13: Lifts and Lift Policy. Director Dorrell seconded the motion.

Discussion ensued among the Directors.

Mary Stone (356-C) commented on the Resolution and asked how staff will verify the disability.

Maxine McIntosh (68-C) suggested changes to the standard.

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

13d. Entertain a Motion to Introduce a Resolution for Revisions to the United Architectural Standard 14: Exhaust Fans

Director Blackwell read the following resolution:

RESOLUTION 01-18-XX

Revise Alteration Standard 14: Exhaust Fan/Vent Installations
Resolution 01-03-153, adopted November 2003, superseded and cancelled

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.

Director Blackwell made a motion to introduce a resolution for revisions to the United Architectural Standard 14: Exhaust Fans. The motion was seconded by Director Achrekar.

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

13e. Entertain a Motion to Introduce a Resolution for an Unauthorized Alteration Fee

Director Blackwell read the following resolution:

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 un- authorized 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.

Director Blackwell made a motion to introduce a resolution for an unauthorized alteration fee. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

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

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 Tibbets gave a report from the last Architectural Control and Standards Committee meeting. Residents should see Manor Alterations before starting construction on their units. Unauthorized alterations can be a problem when residents move. Next meeting will be July 19, 2018, 9:30 a.m. in the Sycamore Room.
- **14c.** Report of the Communications Committee Director 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. Candidate Applications are due by August 10, 2018, by 5:00 p.m.
- **14d.** Report of Executive Hearings Committee President Skillman gave a report from the last Executive Hearings Committee. Clutter violations and illegal occupancy are the biggest offences. Next meeting will be July 26, 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. Next meeting will be Wednesday, July 25, 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. She reminded residents to drain any standing water to control mosquito larva. The next meeting will be July 19, 2018, 9:00 a.m. in the Board Room.
- **14g(1).** Report of the Maintenance & Construction Committee Director Tibbets reported on the last Maintenance & Construction Committee meeting. Next meeting will be August 22, 2018, 9:00 a.m. in the Board Room.
- **14g(2).** Village Energy Task Force Charter Director Randazzo presented and discussed the Village Energy Task Force Charter.
- **14h.** Report of the Resident Advisory Committee Director Tibbets gave a report from the last Resident Advisory Committee meeting. Next meeting will be July 12, 2018, 4:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- **15a.** Report of the Finance Committee—Director Morrison shared highlights from the last GRF Finance Committee meeting and reported on the budget meetings. Next meeting will be August 22, 2018, 1:30 p.m. in the Board Room.
- **15b.** Report of the Community Activities Committee—Director Skillman shared highlights from the last GRF Community Activities Committee meeting and announced upcoming events. Next meeting will be July 19, 2018, 1:00 p.m. in the Board Room.
- **15c.** Report of the Maintenance & Construction Committee—Director Tibbets shared highlights from the last GRF Maintenance & Construction Committee meeting. Next meeting will be July 13, 2018, 9:30 a.m. in the Board Room.

President Skillman reported that the PAC Ad Hoc Committee approved renovating the PAC for health and safety changes only.

- **15d.** Report of the Media and Communication Committee—Director Blackwell shared highlights from the last GRF Media and Communication Committee meeting. Next meeting will be July 16, 2018, 1:30 p.m. in the Board Room.
 - Thrive Project Task Force Next meeting July 18, 2018, 9:30 a.m. in the Cypress Room
- **15e.** Report of the Mobility and Vehicles Committee—Director Achrekar shared 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 shared highlights from the last GRF Security and Community Access Committee meeting. Next meeting Monday, August 27, 2018, 1:30 a.m. in the Board Room.
 - Laguna Woods Village Traffic Hearings Director Achrekar reported from the last Traffic Hearings. Next meeting July 18, 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 reported from the last Disaster Preparedness Task Force meeting and encouraged residents to volunteer as building captains and medical personnel. There will be a building captains training today at 6:00 p.m. at Clubhouse 5. 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. Alteration Standards on Window Colors
- 16c. Calling 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
- **16d.** Adopt a Resolution for Revisions to the United Architectural Standard 11: Doors
- **16e.** Adopt a Resolution for Revisions to the United Architectural Standard 13: Lifts and Lift Policy
- **16f.** Adopt a Resolution for Revisions to the United Architectural Standard 14: Exhaust Fans
- 16g. Adopt a Resolution for an Unauthorized Alteration Fee

17. Director's Comments

- Director Randazzo and Armendariz commented that this was a good meeting.
- Director Bastani commented on water/moisture intrusion issues with water shut-off valves.
- Director Morrison commented on the gate entry system.
- Director Blackwell, Torng and President Skillmen commented on bulky items left at the community dumpsters.
- Director Dorrell thanked the Alterations staff and reminded residents to contact Manor Alterations before starting construction.
- Director Achrekar encouraged neighbors to get along and live together in peace.
- Director Armendariz commented that the meeting was very positive and efficient and covered many topics.
- **18.** Recess At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.

The meeting recessed at 12:23 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) June 12, 2018 – Regular Executive Session
Notice of Sale, Write-Offs from Delinquencies against Members
Discuss Disciplinary Cases
Discuss and Consider Contractual Matters
Discuss and Consider Litigation Matters

19. Adjourn

The meeting was adjourned at 3:46 p.m.

Maggie Blackwell, Secretary of the Board United Laguna Woods Mutual

Attachment 1

RESOLUTION 01-18-73

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.



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 ont 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 <u>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 Oother manufacturers' units will not be maintained by the Mutual at any time.</u>
- 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 forof 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.

Attachment 1

RESOLUTION 01-18-74

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

ATTACHMENT 1



Amending United Resale Documents

Resolution 01-18-75

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.



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, <u>ANY interior or exterior alterations require United Board approval.</u> 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.

Last Updated: 5.31.18



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;
 - o 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.
- I. 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, Cooccupants, 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					
	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).					
	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 Address:		UNIT NO:			
The undersigned, listed below as Seller/Member the Mutual and the Unit located at the above ad Documents or information which may be release. 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 Affidavi Monthly assessment and fees United Laguna Woods Mutual Certification It is the Seller's responsibility to turn over to documents. If the Seller is unable to do so, the	dress, in the City of Lagued to the escrow officer in Documents a Assessment of Supplementa Board Approvement of Unpaid fees, it Copies of Board Other the new Shareholder/Nose documents, plus any	una Woods, California, 92637. nclude: s required by Civil Code Section 4525 delinquency collection status I Property Tax information red special assessments charges and fines ard Minutes as required Member, copies of United's governing additional documents, will be provided			
by the Staff, upon Seller's approval of this released Code Section 4525.	-				
In addition, if the Shareholder/Member's lende Golden Rain Foundation, the undersigned at Shareholder's lender:					
Name of Lender					
Landar'a Address					
Lender's Address					
Lender's Telephone Number ()					
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.					
□ This authorization is effective as of the date hereof, and will remain in effect until(date). □ This authorization shall remain in effect until cancelled in writing by the Shareholder/Member.					
DATE NAME OF SELLER	(PRINT)	SIGNATURE OF SELLER			
IF THIS RELEASE IS EXECUTED BY SOMEO					
RELATIONSHIP AND PROVIDE SUPPORTI	appointed Executor or	Attorney-in-fact for Member			
Admin	istrator				
□ Court-appointed Guardian or Conservator of	Member 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

	STREET NAME:	UNIT:
OCCUPIED: []	VACANT: []	CARPORT NO:
Request for billed as a Cl	nargeable Service to the Sel Final Inspection Report - I ough escrow.	esolution 01-06-113. Resolution 01-08-16, a First Inspection fee will be ler and is valid for six months. Per Resolution 01-08-16, a Final Inspection fee will
	Se	eller's Acknowledgement of Fees / Date
Escrow Company		· ·
Company Name:		
Escrow Officer:		
Escrow Number:		
Address:		
Phone Number:		
Fax Number:		
Escrow Email: ESTIMATED ESCR O		
Seller's Real Estate Company Name: Agent Name: Address: Phone Number: Fax Number: Agent Email: Buyer Name: Address: Phone Number: Cell Phone:		(IMPORTANT CONTACT INFORMATION)
Seller	•	(INFORTANT CONTACT INFORMATION)
	rd:	·
Address:		
Phone Number:		
nspections on co-op Lockbox: Contact Seller:		s; how are we to enter the property?

United Resale Package

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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 <u>all items</u> 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 An escrow has been opened which involves a proposed sale a Foundation of Laguna Woods Village as follows:			
	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			
By: F	For:		
Escrow Officer For Office Use Only: Yes	Escrow Company No		
Meets Age Requirement □	□ Verified by:		
Meets Income Requirement? □ Meets Asset Requirement? □			
Exceeds the number of stock allowed?	☐ 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 Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided,		
the application is denied .	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 cov	rering 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 Compar	ny/Representative:
Escrow Phone Number:	
Escrow Email:	



Escrow Closing Notification and Remittance Report

ESCF	ROW CO. NAME & ESCROW NO. :	Date:
		Closing Date:
Pleas	se be advised that escrow has closed. Attached are payments, charges and/or fees due pe	
1,	DEPOSITORY ACCOUNT: A separate check, made payable to United Mutual, represen	
	a. Monthly Assessment due for the period	lang the following.
	b. Late Charges	- H - H - H - H - H - H - H - H - H - H
	c. Other	
	TOTAL	\$
2.	AGENCY ACCOUNT: A separate check, made payable to United Mutual,	Ψ
٦.	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)	- 11 - 1
	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:	
	Occupancy Agreement with term to begin at close of escrow.	
	[] Gate entry passes, ID cards & vehicle decals.	
	Declaration of Loss affidavit for gate entry passes, ID cards, and vehicle decals.	
_	[] 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.

ACNO	WLEDGEMENT BY PROSPECTIVE	/E SHAREHOLDER				
[] Prospective Shareholder accepts the non-standard landscaping, and agrees to be responsible for any and all costs related to its future maintenance.						
		d landscaping, and directs the Escrow Office om the proceeds of resale transfer of				
Signature	Print Name	Date				
Signature	Print Name	Date				
	ACNOWLEDGEMENT BY S	ELLER				
	perty to community standard lands	ing. Seller will be charged the amount caping if the Prospective Shareholder				
Signature	Print Name	Date				
Signature	Print Name	Date				
Escrow Officer Signature:	Escrow No.:	Date:				

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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.

Date:

Date

Date

Date:

Signature:

#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.					

Print Name

Print Name

Escrow No.:

#1 Name (Print):

Signature

Signature

Escrow Officer Signature:



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 Occup	, .
THIS MEMORANDUM OF TERMINATION OF OCCUPANCY AC by and between United Laguna Woods Mutual, a California nonp and	profit mutual benefit corporation ("United")
	("Member").
	cupancy Agreement is concerned is that certain real property located in property locat
	to that certain Memorandum of Occupancy Agreement recorded in the is Instrument No. 2013000284997, which is a cooperative apartment s Village. See Legal Description
for an initial term of three years beginning on $\hfill\square$ the date of re	ed, 20, United leased the Unit to Member ecordation of the Memorandum of Occupancy Agreement recorded as cupancy Agreement, which term could be automatically renewed for ecupancy Agreement.
	morializes the Agreement between United and Member that the period by the Manor) was terminated by the Board of Directors or by mutua
X	n of this memorandum of Termination of Occupancy Agreement.
IN WITNESS WHEREOF, United and Member have executed thi	is Memorandum of Termination of Occupancy Agreement.
SHAREHOLDER(S)	UNITED LAGUNA WOODS MUTUAL - OWNER
·	
	By: Authorized Agent



ACKNOWLEDGMENT

		cate verifies only the identity of the individual who signed the of 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 perso that he/she/they execute	n(s) whose name(s) is/are so d the same in his/her/their a	, who proved to me on the basis of satisfactory abscribed to the within instrument and acknowledged to me uthorized capacity(ies), and that by his/her/their signature(s) ehalf of which the person(s) acted, executed the instrument.
I certify under Pl paragraph is true and co		der the laws of the State of California that the foregoing
WITNESS my h	and and official seal.	
Signature		(Seal)
	ACKNO	WLEDGMENT
I Total		cate verifies only the identity of the individual who signed 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 personal that he/she/they executed	n(s) whose name(s) is/are su d the same in his/her/their au	, who proved to me on the basis of satisfactory abscribed to the within instrument and acknowledged to me athorized capacity(ies), and that by his/her/their signature(s) ehalf of which the person(s) acted, executed the instrument.
I certify under PI paragraph is true and con		der the laws of the State of California that the foregoing
WITNESS my ha	and and official seal.	
Signature		(Seal)



Shareholder/Membership Application PLEASE PRINT USING BLACK INK OR TYPE

					Unit	No.	
LIST NAMES EXACTLY AS	THEY WILL APP	EAR ON (CERTIFICA	TE AN	OCCUPAI	NCY AGREEME	TV
APPL ππιε # 1 MR. MS. MISS MRS. 2 MR. MS. MISS MRS.	LAST NAME	FIRST A	ND MÍDDLE INI	riaL .	PHONE N	UMBER/EMAIL	FOR BUSINESS OFFICE USE ONLY
# OF BIRTH	# OF VERIFICATION ATTACHED						
' WIDOWED	SINGLE DIVORCED □YE SINGLE	ES □NO	□YE	s	□YES		
	DIVORCED YE	ES NO	SPONSIB		☐YES	X REPORTING	ONLY
ONE PARTY MAY B							-01421
	IN CASE O	F EMERGE	NCY - NOT	IFY			
NAME	RELA	TIONSHIP			TELEPHO	NE NO. & MOBIL	E
	·						
	ACKNOWLEDG	MENTS AN	ND AFFIRM	ATIONS		, , , , , ,	
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 OFFICE USE ONLY APPLICATION IS TRUE AND CORRECT							
#1 Name (Print): Signature: Date:							
#2 Name (Print): Signature:		Da	ite:				

READ ATTACHED MEMBERSHIP AND OCCUPANCY REQUIREMENTS

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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



		UN	IT NO:				
to preserve and prot Effective January 1 Laguna Woods Mut	tect the recreat , 2018, all pur ual (cooperativ 0 per transaction	indation ("GRF") of Laguna Hills Trust, the GRF ional and other amenities available to all resident chases of a separate interest in Third Laguna e) and Mutual Fifty (condo) must include collection as an obligation of the purchaser.	its of Laguna Woods Village [®] Hills Mutual (condo), United				
Payment Option #1:		we agree to pay at the time of closing of escrow nount of \$5,000	the Trust Facilities Fee in the				
Payment Option #2:							
#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

Timolpat / mount with intologi.	RECITALS	
benefit corporation ("Payee"), at Department (or through a direct del in this promissory note ("Note"), the together with interest thereon at the maximum rate permitted by law) (" Fee, and the monthly administrati interest, all fully amortized over the	Golden Rain Foundation of Laguna Voo 24351 El Toro Road, Laguna Woo bit or similar ACH debit, if available), a e sum of Fifty-Two Hundred and Fifty- ne rate of two percent (2%) per annur "Interest"), as payment of the Five Thi ive fee in the amount of Two Hundr seven (7) year term, as further set for	ods, California, Attention: Accounting at the times and on the terms specified. Two Dollars (\$5,252.00) ("Principal") in (but in any event not to exceed the nousand Dollars (\$5,000.00) Facilities red Fifty-Two Dollars (\$252.00), plus th below.
Dollars (\$5,000.00) Facilities Fee a administrative fee, but that Payor(or(s) has been given the opportunity at once at the time of transfer, and so has instead elected to enter into a pay in accordance with all terms and	so to avoid paying the Interest and the the seven (7) year payment plan, as
and payable in seven (7) years, wir (\$67.06) each. The first monthly payments shall be paid on or before Late Charge. Payor(s) agrees that ten (10) days, it would be extremely agrees to pay to Payee the sum of not as a penalty, to compensate the Acceleration. The holder of this I due hereunder upon the occurrence Note shall become immediately dehereby expressly waived, and the other appropriate legal proceeding (a) Failure to make any two (2) coagainst Payor(s) of a Petition of Baor if Payor(s) dies, then the remaini payable in one lump sum and upon Attorney's Fees; Governing Law this Note, the prevailing party shall expenses including, without limitatic by and construed in accordance with State of California. This Note shall	th eighty-four (84) monthly payments payment shall be made one the first day of each succeeding cale at in the event that any payment due y difficult to fix the actual damages rest Ten Dollars (\$10.00) upon each succeeding the Payee for the expenses of administer Note may, at its option, accelerate the e of any of the following events, in we use and payable without demand, presented to collect the outstanding amount ower onsecutive payments when due, (b) I will have a payment, this Note shall be deer to be entitled to recover from the non-poin, attorneys' fees and costs actually in the accelerate this payment, and all disputes hereunder shall be be binding on the Payor(s) successors has executed this Note as of the date Signature:	of Sixty-Seven Dollars and Six Cents, 20, and subsequent monthly endar month. hereunder is in default for more than sulting to Payee. Therefore, Payor(s) the default, as liquidated damages and ring the default. the maturity of all payments to become which event the unpaid balance of this the essentment or notice, all of which are the Small Claims Court or initiate any d under this Note: Insolvency of Payor(s), or filing by or try, (c) If Payor(s) sells his or her unit, thereunder at that time shall be due and med paid in full. dispute arising from non-payment of prevailing party or parties reasonable incurred. This Note shall be governed to governed by, the internal laws of the stand assigns.
#2 Name (Print):	Signature:	Date:
The state of the s	1	,



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 TH APPLICANT NAME	HE FOLLO				TAL STATUS:			
	AOL	00017	LOL). INO.	- I		arried 🗌 Si	nale
1.							vorced 🗌 W	_
							TAL STATUS:	dowed
						□ ма	arried 🗌 Sir	nale
2.							vorced W	-
PRESENT ADDRESS CITY		STATE	Z	IP.	0		YRS	MONTHLY PAYMENT
1.					□RI	ENT		
					□0'	WN		
2.					□RI	ENT		
	PURC	HASE INFO	RMA	TION				
1. PURCHASE PRICE	\$		6.	FINA	NCINO	Э?		☐ Yes ☐ No
2. DOWN PAYMENT			62	6a. LENDER'S NAME				
3. LOAN AMOUNT			6t	6b. MONTHLY LOAN PAYMENT				
4. BAL. DUE AT CLOSE OF ESCROW	\$		7.	7. MINIMUM MONTHLY ASSESSMENT				
5. BAL. TO BE PAID FROM:								
☐ SALE OF HOME ☐ ASSETS ☐ OTHER			8.	TOTA	AL MO	NTHL	Y PAYMENT	
ANNUAL INCOME AFTER PURCHA				ATE FO				
		PPLICANT	1		APPL	ICAN		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 P			FR(I A MC	PERS	SONA	L BUSINESS	MUST ATTACH A

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Financial Assets

Please provide verification of annual income and assets with this form. You must submit copies of a current, <u>SIGNED</u> 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	Premiums/Year	Total in Force	Policy Loans		Net Cash Value
NSURANCE					
5 4 5 11 6	- IN		\$	A (77	\$
BANK ACCOUNTS	Bank Name a.	Address/Branch	Account Number	Account Type	Account Balance
ACCOUNTS	α.				
					\$
	b.				
	C.		-		\$
	C.				
					\$
RESIDENTIAL	Address	City, State	Annual Payments	Balance Owing	Estimated Equity
PROPERTY	a.				
			\$	\$	\$
	b.		*	1*	+ *
			\$	\$	\$
INCOME	Address	City, State	Net Income/Year	Balance Owing	Estimated Equity
PROPERTY	a.				
			\$	\$	\$
	b.	·			
STOCKS &	Composion shares	attach schedule if necess	1 \$	\$	\$ Market Value
BONDS	Companies, snares, (Warket Value			
20.120					
					\$
CERTIFICATES OF	Institutions (attach so	chedule if necessary)			Market Value
OF DEPOSIT					\$
GOVERNMENT	Issuing Agency (attac	ch schedule if needed)			Maturity Value
BONDS		,			\$
OTHER	Attach Schedule	Market Value			
ASSETS		\$			
	<u> </u>				
		\$.			
		,			
		\$			
		\$			
		ĮΨ			

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

cabbetting accamients are true.		
#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:
	·	

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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 Mutuals in Laguna Woods Village.

MEMBERSHIP

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

- · Written approval of Membership by the United Mutual Board of Directors;
- Issuance of a Membership Stock Certificate;
- 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 r	Please note the following <u>residency restrictions</u> , including but not limited to:							
Initial(s)	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 patios, walkways, and carports free from clutter.	to keep their balconies,						
	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 <u>before</u> 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 <u>not</u> stay in a resident's home during the absence of the resident.							
	Board approval is required for <u>all</u> persons wishing to reside in the careful Resident Services Department at (949) 597-4369 <u>before</u> any change in res							
	The maximum number of persons allowed to occupy a Unit is equal to construction bedrooms plus one. There are additional monthly fees for mo							
	Units may <u>not</u> be sublet for more than twelve months and not less than nin	ety 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 Nar	me (Print): Signature:	Date:						
#2 Nar	me (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:

- 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."
- 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

Th	e parties to this Agree	ement are	UNITED LAGUN	A WOODS	MUTUAL	, a Californ	nia nonprofit mutual benefit
CO	rporation (herei	nafter	referred	to	as	the	"Corporation" and
			_		(hereir	after referr	red to as the "Member").
1.	Laguna Woods, and the right to occupy the dv The Member is the co	he County ovelling unit owner and en Rain Fou	rates a cooperat of Orange, State s thereof under t holder of one r Indation of Lagui	of Californ the terms a nembersh	ia, with th and condit ip of the	e intent tha ions hereina Corporation	Woods Village, in the City of at its members shall have the after set forth. after set forth. A Series and of one the mutual benefit corporation
				<u>TERMS</u>			
ln (consideration of the mu	utual promi	ises contained he	erein, the p	parties her	eby agree a	s follows:
1.	certain dwelling unit Laguna Woods, Califo Member, his persona herein, in the Articles effect, and the Ger 2013000284997 in the California (the "Gene	located a rnia, includ I represent of Incorponeral Conde Official Remails Condition is renew	at Laguna Wood ling Carport No catives and authoration, Bylaws, Ritions attached ecords in the Offons"), and madevable automatica	s Village orized assigules and R hereto a ice of the G a part he ally for sue	described to have gns, subject egulations and also County Recereof for a	ase and to hole to the test of the Corpression of the corded accorder of the term of the corder of the term of the corder	It is a composition that a description of the conditions set forth coration, now or hereafter in the county of Orange, State of the county of Orange, State of the county of this periods under the terms and
2.	Until further notice from the Corporation, the monthly assessment for the above-described dwelling unishall be \$ per month.					ove-described dwelling unit	
3.	The term of this Occu Executed on						, 20
	Member				<u></u>]	Member	
mu bel	ust be an occupant of the low, it agrees as follows	ie dwelling s:	unit and, by exe	cuting this	Occupano	y Agreemer	rrent beneficiary of the trust nt in the space provided
	gree to be bound by and a on demand by the Corpoi		•		•		nt as if I was the Member, and Occupancy Agreement.
UN	Beneficiary NITED LAGUNA WOODS	MUTUAL			E	Beneficiary	
A C	California nonprofit mut	ual benefit:	corporation				
by							
	Authorized Agent						



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.
- 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.
- 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.
- 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.
- 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

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GENERAL CONDITIONS continued

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 of 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 herby 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.



GENERAL CONDTIONS continued

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:
 - 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
 - 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.
- 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 the 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 herby appoints the Corporation and each and every officer thereof, and any future officer, such Member's attorney-infact 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 of 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	Date of Declaration of Trust						
Agreement	Or Order Establishing Trust						
Trustee Member *							
Current Beneficiary *							
2. MODIFICATION OF RECITAL							
A. The Current Beneficiary has a bona a bona fide intention to permit that	a fide intention to reside in the described dwelling unit and the Trustee has residency.						
3. MODIFICATION OF GENERAL CONDITION	INS						
A. The current Beneficiary guarantees abide by all of the provisions of the Beneficiary were the Member.	the performance of all obligations of the Trustee Member and agrees to General Conditions of the Occupancy Agreement as if the Current						
671 et seq. of the Internal Revenue	eficial owner of the trust for federal income tax purposes under Section Code of 1954 (or any successive provision) and approved for would be permitted to reside in the Unit if title were held by that beneficial 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 MEME	BERSHIP
represented by the within Certificate, and do	attorney to transfer the said Membership
on the books of the within-named Corporation v	vith full power of substitution in the premises.
Dated:	
Signature witnessed by:	Signature / Printed Name
Signature of Corporate Representative / Printed Name	Signature / Printed Name
SIGNATURE O	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 n particular without alteration or enlargement or any change v	
Signature(s) to this assignment may be affixed in the pressignature(s) may also be affixed if guaranteed by an attorne	
Notarization of signature(s) to this document is also suffic will recognize the authority of the signer. The Notary Public	
Assignments separate from the Certificate may be executed	according to the restrictions noted above.
If the Certificate is executed by the Member's Attorney assignment, and must accompany the Certificate together w	
United Resale Package Page 36 of 45	Rev 05-23-18



Interim Dual Membership Agreement

20 Co	orpora	NTERIM DUAL MEMBERSHIP AGREEMENT ("Agreement") is executed as of the day of, by and between UNITED LAGUNA WOODS MUTUAL ("United"), a California Nonprofit Mutual Benefit ation and ("Purchaser") with reference to the gracts:
A.	conr	chaser is the owner of one Membership in United and has executed an Occupancy Agreement with United in nection with such ownership. Under the terms of the Occupancy Agreement, Purchaser has the exclusive right occupy certain premises owned by United and commonly described as
	("Fir	st Unit" and first Membership").
В.	Unit	chaser desires to purchase a second Membership in United and execute a second Occupancy Agreement with ed, thereby permitting Purchaser to occupy certain other premises owned by United and commonly described as, Laguna Woods, California (the "Second Unit" and the cond Membership"). Duration of this agreement shall be six months from the date of this agreement,
		cond Membership"). Duration of this agreement shall be six months from the date of this agreement, ject to renewal at the Board's discretion.
C.	Purd and	eliance upon the covenants and representations of Purchaser hereinafter set forth, United consents to chaser's purchase of a Second Membership in United, execution of a second Occupancy Agreement with United, occupancy of a second unit while still the owner of the first Membership, subject to the following terms and ditions:
	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	
	Ву:	
Signature	Signature	
Name Printed	Name Printed – Authorized Agent	
Signature		
Name Printed		



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Name Printed

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

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Occupancy Agreem	ent	
THIS MEMORANDUM OF OCCUPANCY AGREEMENT IS N Woods Mutual ("United"), a California nonprofit mutual benefit		, by and between United Laguna
		_ ("Member").
The property with which this Memorandum of Occupancy Agr	reement 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 t	that certain Memoran	dum of Occupancy Agreement recorded in the Officia
Records of Orange County, California on May 10, 2013 as In the community commonly known as Laguna Woods Village.		ງ284997, which is a cooperative apartment (the "Unit") iເ
By an unrecorded document entitled Occupancy Agreement of initial term of three years beginning on ☐ the date of recordar	tion of the Memorando	um of Occupancy Agreement recorded as Instrument
No, X the date of the Occupancy A three years as provided in Article 4 of the Occupancy Agreem		a could be automatically renewed for successive terms o
· · · · · · · · · · · · · · · · · · ·		
This Memorandum of Occupancy Agreement is subject to the	conditions, covenants	and provisions, including those pertaining to the
assessments, limitations on use, construction of improvement	ts, 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	d this Memorandum of	Occupancy Agreement as of the date set forth above.
MEMBER(S)	. UNITE By:	ED LAGUNA WOODS MUTUAL - OWNER
Signature	Signa	ature
Name Printed	Name	e Printed – Authorized Agent
Signature		



ACKNOWLEDGMENT

A notary public or other officer completing this certificate the document to which this certificate is attached, and document.	te verifies only the identity of the individual who signed not the truthfulness, accuracy, or validity of that
State of California) County of Orange)	
On, before me, appeared satisfactory evidence to be the person(s) whose nam acknowledged to me that he/she/they executed the so his/her/their signature(s) on the instrument the person acted, executed the instrument.	, Notary Public, personally , who proved to me on the basis of e(s) is/are subscribed to the within instrument and ame in his/her/their authorized capacity(ies), and that by n(s), or the entity upon behalf of which the person(s)
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
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.	
l certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
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:	<u> </u>		
For Office Use Only			
Lender's ID Number:	_		



					UNITED UNIT		UNIT	ADDRESS	
ATTACH VERIFICATION OF VALID AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID									
LAST NAME	FIR	ST NAME	MI		SOC SEC #		BIRTHI	DATE	OFFICE USE ONLY
1.									
2.									
	WIDOWE		GLE		IF UNDER 45 Y				
	SEPARA WIDOWE		3LE		☐ SPOUSE /	EARS (DF AGE, IN	MESTIC DICATE	PARTNER IF
STATUS DIVORCED	SEPARA	TED			SPOUSE /	E / REGISTERED DOMESTIC PARTNER			
APPLIC. RELATIONSHIP TO SHAREH	OLDER	PREVIOUS ADD	KESS			CITY		8	STATE ZIP
IN EMERGENCY, NOTIFY		RELATIONSHIP TO APPLICANT	AD	DRESS	3				TEL NO.
	SHAR	EHOLDER / CO-	occi	JPAN	T ACKNOWLE	DGME	NTS		
WE HEREBY APPLY FOR APPROVAL AFFIRM THAT THE INFORMATION PI CONDITIONS FOR SUCH OCCUPANO WE HAVE RECEIVED A COPY OF THE	FOR THE ROVIDED I	APPLICANT TO HEREIN IS ACCUI REVERSE SIDE	RESID RATE OF TH	E IN T TO TH IIS AP	HE UNIT IDENTI E BEST OF OU! PLICATION, AN	FIED AI R KNOV D AGRE	BOVE AS A VLEDGE. V EE TO BE I	NE HAVE BOUND E	E READ THE TERMS AND BY THE TERMS THEREIN.
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)		SHAREHOLDI	ER SI	GNAT	URE	D.	ATE		TO RESIDE?
									☐ YES ☐ NO
SHAREHOLDER NAME (PRINT)		SHAREHOLDI	ER SI	GNAT	URE	D.	ATE		TO RESIDE?
									☐ YES ☐ NO
1. CO-OCCUPANT SIGNATURE		DATE		2.	CO-OCCUPANT SIGNATURE			DATE	
		MMUNITY SERV					-		
FLOORPLAN:									APPROVED
ID CARD FEES TO BE COLLECTE					XEMPT (spous		-		•
IF APPLICANT IS UNDER 55 YEARS OF AGE, INDICATE IF QUALIFYING RESIDENT HAS BEEN VERIFIED. ☐ YES ☐ NO									
DOES THE APPROVAL OF THIS APPLICATION EXCEED THE NUMBER OF PERSONS PERMITTED TO OCCUPY THIS UNIT?									
VERIFIED BY: OCCUPANT'S PHONE #									
ACTION BY MUTUAL BOARD OF DIRECTORS									
APPLICATION DENIED			APPLICATION APPROVED						
The Board of Directors of this Mutual Corporation has				The Board of Directors of this Mutual Corporation has					
reviewed this application. Based on the information provided, the application is denied .			reviewed this application. Based on the information provided, the application is approved.						
SIGNATURE			SIGNATURE						
SIGNATURE			SIGNATURE						
SIGNATURE					SIGNATURE				
DATE:			DATE:						

Application For Co-Occupancy Permit

PRIMARY RULES GOVERNING OCCUPANCY

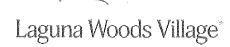
THE PARTIES TO THIS AGREEMENT ARE THE MUTUAL CORPORATION, HEREINAFTER REFERRED TO AS "THE MUTUAL"; THE MEMBER(S), HEREINAFTER REFERRED TO AS "THE MEMBER(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION; AND THE APPLICANT(S) FOR OCCUPANCY, HEREINAFTER REFERRED TO AS "CO-OCCUPANT(S)",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

- CO-OCCUPANT(S) SHALL BE ENTITLED TO OCCUPY THE UNIT INDICATED ON THE REVERSE SIDE OF THIS
 APPLICATION.
- 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.
- 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).
- 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.
- 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 <u>ONLY WHILE THE QUALIFYING SENIOR</u> 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

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

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.

RESOLUTION 01-18-76

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.



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 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.

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	UNITED LAGUNA WOODS MUTUAL
Ву:	Ву:
Its:	Its:
Date:	Date:
THIRD LAGUNA HILLS MUTUAL	LAGUNA WOODS MUTUAL NO. FIFTY
By:	By:
Its:	Its:
Date:	Date:

A notary public or other officer completing this certificate verifies only the identity of document to which this certificate is attached, and not the truthfulness, accuracy, or various contents of the certificate is attached.	
STATE OF CALIFORNIA))ss COUNTY OF ORANGE)	
On, 201, before me, who proved to me on the basis of the person(s) whose names are subscribed to the within instrument and he/she/they executed the same in his/her/their authorized capacity(ies), signature(s) on the instrument the person(s), or the entity upon behalf of executed the instrument.	and that by his/her/their
I certify under Penalty of Perjury under the laws of the State of C paragraph is true and correct.	alifornia that the foregoing
WITNESS my hand and office	cial seal.
Notary Public in and for Said County and State	
A notary public or other officer completing this certificate verifies only the identity of document to which this certificate is attached, and not the truthfulness, accuracy, or variations.	the individual who signed the lidity of that document.
STATE OF CALIFORNIA))ss COUNTY OF ORANGE)	
On	acknowledged to me that and that by his/her/their which the person(s) acted,
WITNESS my hand and office	cial 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
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

	cted and acting Secretary of Golden Rain Foundation, a o hereby affirm, acknowledge and certify that the
	ENT was duly adopted pursuant to the terms of the Trust
Agreement on, 20	
This Certificate is under penalty California.	of perjury on, 20, in,
	GOLDEN RAIN FOUNDATION, a California corporation
	Ву:
	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. I, 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 <u>current termination date</u> 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 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."

Formatted: Underline

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.

OF LAGUNA WOODS	UNITED LAGUNA WOODS MUTUAL
Ву:	Ву:
Its:	Its:
Date:	Date:
THIRD LAGUNA HILLS MUTUAL	LAGUNA WOODS MUTUAL NO. FIFTY
Ву:	By:
Its:	Its:
Date:	Date:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss
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)
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I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.
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Notary Public in and for Said County and State
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STATE OF CALIFORNIA))ss COUNTY OF ORANGE)
On
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.

CERTIFICATION OF AMENDMENT

California corporation ("Trustee"), do h	and acting Secretary of Golden Rain Foundation, a tereby affirm, acknowledge and certify that the Γ was duly adopted pursuant to the terms of the Trust
This Certificate is under penalty of p California.	erjury on, 20, in,
	GOLDEN RAIN FOUNDATION, a California corporation
	By:

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.

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.



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.



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:

- 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.
- 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 memberMember(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. MemberMember(s) further agree that once the lift is installed on Mutual property, memberMembers 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.
 - 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, oOn behalf of the memberMember, 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 <u>Savaria</u> <u>V-1504Concord "P.A.L.-ENS 120"</u> or equal.

- Policy regarding lifts requested by non-disabled memberMembers 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 "<u>or equal</u>" 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 vacinity 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 <u>may</u> 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.

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.



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.

ATTACHMENT 3



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 <u>not</u> project less than 6" <u>or but no</u> 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 <u>an</u> existing vent provided existing vent is not altered in any way.

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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 409-C (Madrid, 4) - Return to Previous Alternate Color Schemes for Entry Door and Interior Patio Wall

RESOLUTION 01-18-XXX Variance Request

WHEREAS, Ms. Sandra Gillard of 409-C Avenida Castilla, a Madrid style unit, requests Board approval of a variance to return to the previous alteration color scheme for the entry door and the interior patio wall; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on July 13, 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 July 19, 2018.

NOW THEREFORE BE IT RESOLVED, on August 14, 2018, the Board of Directors hereby approves the requests 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 409-C and all future Mutual Shareholders at 409-C.

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• 603-C (Granada, 10A) - Bathroom Split and Retain Non-Standard Door Color

RESOLUTION 01-18-XXX Variance Request

WHEREAS, Ms. Juli P. Berryhill of 603-C Avenida Sevilla, a Granada style unit, requests Board approval of a variance for a bathroom split and retaining the non-standard door color; and

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected Units on July 13, 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 July 19, 2018.

NOW THEREFORE BE IT RESOLVED, on August 14, 2018, the Board of Directors hereby approves the requests 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 603-C and all future Mutual Shareholders at 603-C.

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

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 August 9, 2018, the Landscape Committee recommended to deny the request for the removal of one Carrotwood tree located at 738-D; to deny the request for the removal of one Brazilian Pepper located at 835-P; to deny the request for the removal of one Brazilian Pepper located at 2001-A and perform an off-schedule trimming; and to approve the request for the removal of one Canary Island Pine tree located at 409-A and;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, the Board of Directors denied a request for the removal of one Carrotwood tree and two Brazilian Pepper trees because they did not comply with the tree removal guidelines and approved the request for the removal of one Canary Island Pine tree;

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RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-455-60; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-455-60 and:

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

RESOLUTION 01-18-XX

Recording of a Lien

WHEREAS, Member ID 947-396-02; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-396-02 and:

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RESOLUTION 01-18-XX

Filing of Separate Small Claims Court Case

WHEREAS, the Finance Committee recommends filing separate Small Claims Court cases of \$5,000 (or less) in an attempt to collect delinquent chargeable services by way of a judgment or stipulation against members/owners with a delinquent balance in United Laguna Woods Mutual; and

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for Member ID 947-453-38 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.

RESOLUTION 01-18-XX

Filing of Separate Small Claims Court Case

WHEREAS, the Finance Committee recommends filing separate Small Claims Court cases of \$5,000 (or less) in an attempt to collect delinquent chargeable services by way of a judgment or stipulation against members/owners with a delinquent balance in United Laguna Woods Mutual; and

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for Member ID 947-368-67 and

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RESOLUTION 01-18-XX

Filing of Separate Small Claims Court Case

WHEREAS, the Finance Committee recommends filing separate Small Claims Court cases of \$5,000 (or less) in an attempt to collect delinquent chargeable services by way of a judgment or stipulation against members/owners with a delinquent balance in United Laguna Woods Mutual; and

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby approves the filing of a separate Small Claims Court case for Member ID 947-416-40 and

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STAFF REPORT

DATE: August 14, 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, August 14, 2018, that the Board of Directors of this Corporation hereby adopts 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 30-day notification to comply with Civil Code \$4360 has been satisfied.

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STAFF REPORT

DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Revision of Alteration Standard 13: Lifts and Lift Policy

RECOMMENDATION

Approve a Resolution to adopt 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:

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 adopts 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

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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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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 AUGUST 2018, RESOLUTION 01-18-XX

Before a platform 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 AUGUST 2018, RESOLUTION 01-18-XX

Before a wheelchair-platform 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 memberMember(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, memberMembers 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 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, oOn behalf of the memberMember, 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 <u>Savaria</u> <u>V-1504Concord "P.A.L.-ENS 120"</u> or equal.

- * Policy regarding lifts requested by non-disabled memberMembers 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 "<u>or equal</u>" 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 vacinity 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: August 14, 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 <u>all building codes</u> <u>the International Building Code</u> 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, August 14, 2018, that the Board of Directors of this Corporation hereby adopts 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

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

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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.F.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.

ATTACHMENT 3



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 <u>all building codes</u> the <u>International Building Code</u> 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 <u>not</u> project less than 6" <u>or but no</u> 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 <u>an</u> existing vent provided existing vent is not altered in any way.



DATE: August 14, 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, August 14, 2018, that the Board of Directors hereby adopts 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

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

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DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Proposed Charter for Village Energy Task Force

RECOMMENDATION

Approve the proposed Charter for the creation of a Village Energy Task Force (Attachment 1).

BACKGROUND

All three Corporations have recently entered into an Energy Consultant contract with The Energy Coalition in order to pursue an overall energy strategy for the community in light of rising energy costs, increased energy consumption, and rapidly changing technology, and a desire to obtain professional guidance to develop programs and projects to implement this strategy.

DISCUSSION

Representatives from the three corporations met on July 5, 2018 and created a charter and mission statement for a joint energy taskforce, where energy efficiency measures could be developed.

FINANCIAL ANALYSIS

None.

Prepared By: Laurie Chavarria, Executive Assistant

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

ATTACHMENT(S)

Attachment 1 – Proposed Charter

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Attachment 1 – Proposed Charter & Mission Statement

Village Energy Task Force Charter and Mission

In July 2018, the Boards of Directors of the Third Laguna Hills Mutual, United Laguna Woods Mutual and the Golden Rain Foundation hereby assigns the duties and responsibilities of this Task Force, as follows:

The Village Energy Task Force will consist of two directors each from Third Mutual, United Mutual and the Golden Rain Foundation. Member Advisors as approved by the Task Force will be voting members.

The mission of the Village Energy Task Force is to identify and recommend to all Boards, investments in energy technologies that will address the safety, economic, environmental and aesthetic issues of Third and United Mutual and GRF (the Corporations) with the common goal to enhance the wellbeing of Laguna Woods Village their respective residents.

- Recommend to the respective Committees and Boards, for their approval, all actions that will result in energy savings for residents and an improved environment for the Community.
- Review energy statements and other reports affecting the Corporations' energy usage and recommend actions.
- Work closely with Staff and review all devices or systems that either generate, control or consume energy within the Corporations. Identify alternatives that would be beneficial, taking into consideration factors such as efficiency, reliability, sustainability, installation, cost, return on investment, carbon foot print, human factors, and operability. Propose priorities of actions.
- Seek out energy incentive programs applicable to the Corporations.
- Work with the respective Communications Committees to make residents aware of Task Force actions as well as actions they can take to reduce their own energy costs and improve the environment.
- In conjunction with Staff, make progress reports to the respective corporate M&C Committees on investigation results, resident actions and comments, as well as M & C Committee-approved projects.
- To improve familiarity with technology and products, the Task Force should arrange seminars and invite speakers from vendors, universities, trade groups or consultants.
- Suggest actions the Boards can take with respect to the California Public Utility Commission or the California legislature regarding proposed tariff charges or energy related bills affecting the Corporations.
- Meet and Confer with the City of Laguna Woods on energy saving initiatives offered to municipalities by the State of California through Investor Owned Utilities (IOU) such as Southern California Edison.
- 10. The Chair and Vice Chair of the Task Force will be elected by members of the Task Force.

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DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: 2019 Collection and Lien Enforcement Policy

RECOMMENDATION

Staff recommends approval of the 2019 Collection and Lien Enforcement Policy.

BACKGROUND

The proposed 2019 United Laguna Hills Mutual Collection and Lien Enforcement Policy outlines the procedures, policies, and practices employed by United Laguna Woods Mutual in enforcing lien rights or other legal remedies for default in payment of its assessments against its shareholders. The policy statement is provided pursuant to the requirements of California Civil Code section 5310(a)(7) and will be distributed to members in November 2018 as part of the Annual Policy Statement.

DISCUSSION

Legal counsel has reviewed the existing Collection and Lien Enforcement Policy and determined that the policy as written complies with Civil Code requirements and reflects current practices for collection of Mutual delinquencies. No changes other than the policy year are required.

FINANCIAL ANALYSIS

None.

Prepared By: Betty Parker, Chief Financial Officer

Reviewed By: Siobhan Foster, Chief Operating Officer

ATTACHMENT(S)

ATT1: 2019 Collection and Lien Enforcement Policy

ATT2: Resolution

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YEAR 2019 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES

PURPOSE STATEMENT

The following is a statement (the "Policy Statement") of the specific procedures, policies and practices employed by United Laguna Woods Mutual, a California nonprofit mutual benefit corporation ("United") in enforcing lien rights or other legal remedies for default in payment of assessments against its members ("Shareholders"). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 5310(a)(7) and incorporates by reference the disclosure provided by United pursuant to California Civil Code Section 5730.

The collection of delinquent assessments is of vital concern to <u>all</u> Shareholders of United. Such efforts ensure that all Shareholders pay their fair share of the costs of services and facilities provided and maintained by United. Shareholders' failure to pay assessments when due creates a cash-flow problem for United and causes those Shareholders who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations.

Assessments are the separate debt of shareholders. United may employ single collection recourses or combinations thereof as allowed by law. In addition to any other rights provided for by law or described in the governing documents, including, but not limited to the Articles of Incorporation, Bylaws and each Shareholder's Occupancy Agreement ("Governing Documents"), the Board has the right to collect delinquent assessments as stated herein.

WE SINCERELY TRUST THAT ALL SHAREHOLDERS, IN THE SPIRIT OF COOPERATION AND IN RECOGNITION OF THEIR LEGAL OBLIGATIONS, WILL MAKE TIMELY PAYMENTS AND AVOID THE IMPOSITION OF LATE CHARGES AND POSSIBLE RESULTANT LEGAL ACTION, AND REIMBURSEMENT FOR THE COSTS OF SUCH LEGAL ACTION. IT IS IN YOUR BEST INTEREST AND THE BEST INTEREST OF THE COMMUNITY AS A WHOLE TO MAKE YOUR MONTHLY PAYMENTS ON TIME.

REGARDLESS OF WHETHER A LIEN IS RECORDED AGAINST YOUR LEASEHOLD INTEREST DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL SHAREHOLDERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

BASIC POLICIES AND PROCEDURES

Delinquency reports are made available monthly by United's managing agent to the Board of United, identifying the delinquent Shareholder, the delinquent amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly assessments United employs the following collection and lien enforcement procedures. The Agenda Item # 13b

policies and practices outlined herein shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of United's Board of Directors.

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies:

- 1. Assessments; Assessments Due Date. "Carrying Charges" as defined by United's Occupancy Agreement, also referred to as "fees" in United's Bylaws, are referred to in this paragraph and throughout this Policy Statement as "assessments." Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1st) day of each month. It is each Shareholder's responsibility to pay assessments in full each month regardless of whether a billing statement is received. Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein.
- 2. Reminder Notice; Administrative Collection Fee. If Assessments are not received by United on or before the close of business on the sixteenth (16th) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15th) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of Two Hundred Dollars (\$200) (the "Administrative Collection Fee"), which is charged by United's managing agent to cover staff's costs to prepare the files for delivery to United's collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. This Administrative Collection Fee may be increased by majority vote of United's Board, and may be collected by United's collection agent on United's behalf, and remitted to United's managing agent, or may be directly collected by United's managing agent. IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Shareholders by first-class mail addressed to the Shareholder or the Shareholder's designee at his or her address as shown on the books and records of United unless otherwise required by law. However, it is the Shareholder's responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder's mailing address.
- 3. Late Charges; Interest. Assessments not received by the sixteenth (16th) day of the month will incur a late fee in the amount of Fifty Dollars (\$50.00), which amount is 13b

consistent with statutory authority. Further, both state law and United's governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder's delinquent account is referred to United's collection agent for collections.

- 4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder. If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of, among other things required by law, the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR") and the right to request debt validation. Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a prelien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.
- 5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest. If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, or, otherwise, requests to validate the debt in which case the collection process will be placed on hold in order to validate the debt, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation, judicial or non-judicial foreclosure (Civil Code Section 5700).
- **6. Enforcement of a Lien.** United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount Agenda Item#

totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED. A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien, United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

United may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's separate interest for the delinquent assessment. In any action to collect delinquent assessments, late charges, or interest, the prevailing party will be entitled to costs and reasonable attorney's fees.

- **7. Inspection of Books and Records.** A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, *et seq.*
- **8. Application of Payments.** Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.
- **9.** Account Sent to United's Collection Agent In Error. In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.
- **10. Payment Under Protest.** A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.
- 11. Right to Dispute the Debt. A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for

delivery to United pursuant to Civil Code Section 5900 et seq. A dispute, by itself, will not impede United's ability to record a lien.

- **12. Right to Request Internal Dispute Resolution ("IDR").** Pursuant to Civil Code Section 5670, prior to recording a lien, United offers to Shareholders, and if so requested by a Shareholder, participation in internal dispute resolution ("IDR") pursuant to United's "meet and confer" program.
- **13. Right to Request Alternative Dispute Resolution ("ADR").** A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.
- **14. Right to Request Debt Validation.** Under the Fair Debt Collection Practices Act ("FDCPA"), a Shareholder may request that United and/or its collection agent send the Shareholder proof that the debt sought to be recovered is valid, that the Shareholder lawfully owes the debt, and that United and/or its collection agent has the right to collect the debt.
- 15. Payment Plan Requests. Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved.
- **16. Termination of Shareholder's Rights under Occupancy Agreement.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United, or to pursue any other discipline set forth in United's governing documents, including but not limited to a termination of the Shareholder's rights under the Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.
- **17. Release of Lien.** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

- **18.** No **Right of Offset.** There is no right of offset. Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation.
- **19. Returned Checks.** United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.
- **20.** Additional Mailing Addresses. Shareholders have the right to provide a secondary address to United for mailing of an additional copy of notices and other correspondence related to collection of delinquent assessments. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.
- **21.** Charges Subject to Change. All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.
- **22.** Notice and Hearing Prior to Suspension of Shareholder Privileges. Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys' fees, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest (i.e., the manor).

When the Board is to meet in executive session to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).) The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting.

- **23. Overnight Payments**. The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.
- **24. Annual Notice to Members**. United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.
- **25. No limitations**. Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

BOARD OF DIRECTORS UNITED LAGUNA WOODS MUTUAL

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RESOLUTION 01-18-xx

2019 Collection & Lien Enforcement Policy

WHEREAS, in accordance with California Civil Code, United Laguna Woods Mutual maintains a collection and lien enforcement policy that outlines the procedures, policies and practices employed by the Mutual in enforcing lien rights or other legal remedies for default in payment of assessments; and

WHEREAS, legal counsel has reviewed the existing Collection and Lien Enforcement Policy and determined that the policy as written complies with Civil Code requirements and reflects current practices for collection of Mutual delinquencies.

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors hereby adopts the 2019 United Laguna Woods Mutual Collection and Lien Enforcement Policy as attached to the official minutes of this meeting; and

RESOLVED FURTHER, the policy statement is provided pursuant to the requirements of California Civil Code section 5310(a)(7) and will be distributed to members in November 2018 as part of the Annual Policy Statement.

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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DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Supplemental Appropriation Funding for Earthquake Insurance

RECOMMENDATION

Staff and the Finance Committee recommend that the Board approve a supplemental appropriation of \$135,000 from the Contingency Fund to fund earthquake insurance premiums in the current year.

BACKGROUND

On December 12, 2017 the Board passed resolution 01-17-153 to approve the purchase of an earthquake insurance policy with coverage of \$10 million dollars and a five percent deductible. This directive occurred after approval of the 2018 Business Plan, which did not include funding for earthquake insurance; therefore, the expenditure was authorized as an unbudgeted operating expenditure.

While reviewing Q2 financials and a year-to-date operating deficit, on July 31, 2018 the Finance Committee recommended a supplemental appropriation from the Contingency Fund to fund unbudgeted earthquake insurance premiums in the current year.

DISCUSSION

In 2018, insurance premiums for earthquake insurance will be transferred to the Contingency Fund, the purpose of which is to provide for items not included in the annual operating budget. Appropriate funding was added to the 2019 Business Plan.

FINANCIAL ANALYSIS

A supplemental appropriation will help alleviate the potential for an operating deficit.

Prepared By: Christopher Swanson, Financial Analyst

Reviewed By: Betty Parker, Chief Financial Officer

Siobhan Foster, Chief Operating Officer

ATTACHMENT(S)

ATT 1 – Finance Committee Endorsement

ATT 2 – Resolution

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United Laguna Woods Mutual Finance Committee – Open Session July 31, 2018

Endorsement: Supplemental Appropriation Funding for Earthquake Insurance

A motion was made, and carried unanimously, to recommend the Board approve a supplemental appropriation of \$135,000 from the Contingency Fund to fund unbudgeted operating expenditures for earthquake insurance premiums in the current year.

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RESOLUTION 01-18-XX

Supplemental Appropriation Funding for Earthquake Insurance

WHEREAS, Resolution 01-17-153 approved earthquake insurance and directed staff to bind coverage for a policy period of December 15, 2017 to December 15, 2018 as an unbudgeted operating expenditure; and,

WHEREAS, on July 31, 2018 the Finance Committee endorsed staff recommendation to offset unbudgeted operating costs with a supplemental appropriation.

NOW THEREFORE, BE IT RESOLVED, on August 14, 2018, the United Board of Directors authorizes a supplemental appropriation in the amount of \$135,000 from the Contingency Fund to fund unbudgeted operating expenses associated with earthquake insurance premiums in the current year; and

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

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DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Harassment, Nuisance, and Clutter Defined

RECOMMENDATION

Review and provide direction.

BACKGROUND

The member-discipline process is coordinated by the Compliance Division. Upon notice of an alleged violation, Staff investigates and should Staff identify objective evidence of a violation by a Member or their guests, Staff will send a courtesy notice to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected. Staff then monitors the situation and if compliance is not achieved, Staff will send a final notice requesting compliance. Additionally, the matter is scheduled for a disciplinary hearing with the Board of Directors to determine if member-discipline is merited. If the alleged violation has been resolved, no further action is required.

If a disciplinary hearing is necessary, Staff will notice the Member for a hearing before the Board of Directors in Executive Session. If the Board finds the Member to be in violation of the governing documents, the Board may impose a fine based on the Monetary Fee Schedule, suspend Member privileges, and/or consider legal action.

As of July 31, 2018, there were 416 active disciplinary cases. Below is the breakdown for nuisance and clutter violations:

Nuisance Total:	
Assault/Theft	0
Behavior/Disturbance	1
Noise/Hard Surface Flooring	4
Noise/Loud TV, Radio, Conversation	6
Odors	1
Other/Neighbor Disputes	3
Trespassing	0

Clutter Total:	141
Balcony Clutter	16
Breezeway Clutter	14
Carport Clutter	46
Common Area Clutter	41
Interior Clutter	8
Patio Clutter	16

United Laguna Woods Mutual Board of Directors **Harassment, Nuisance, and Clutter Policies** August 14, 2018 Page 2

DISCUSSION

On June 27, 2018, the Governing Documents Review Committee reviewed rules and definitions pertaining to harassment, nuisance, and clutter, as well as applicable state or federal laws (Attachments 1, 3, and 4). The Committee requested changes and directed Staff to bring the items for review at its next meeting.

On July 25, 2018, the Governing Documents Review Committee reviewed updated draft rules and definitions of harassment, nuisance, and clutter. The Committee requested modifications be made to the proposed rules and definitions and directed Staff to place the final versions of the proposed updated harassment, nuisance, and clutter rules and definitions onto the Board's August Consent Calendar for approval. The proposed definitions have been reviewed by legal counsel.

FINANCIAL ANALYSIS

None.

Prepared By: Francis Rangel, Operations Manager

Reviewed By: Tim Moy, Chief of Security

Siobhan Foster, Chief Operating Officer

ATTACHMENT(S)

Attachment 1: Harassment Policy Attachment 2: Harassment Resolution

Attachment 3: Nuisance Policy
Attachment 4: Nuisance Resolution

Attachment 5: Clutter Policy
Attachment 6: Clutter Resolution



Harassment Policy

I. Purpose

The purpose of this policy is to set forth guidelines for harassment complaints received by United Laguna Woods Mutual (United).

II. Definitions

- a. Community Laguna Woods Village.
- b. Golden Rain Foundation (GRF) the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. 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.
- d. Harassment see details under Conditions.
- e. Member Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. 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. Also known as the Mutual.

III. Conditions

Federal Law: Under federal law, "harassment" is defined to mean "a serious act or a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose." (18 U.S.C.A.§1514(d)(1)(B).)

California Law: California defines "harassment" as unlawful violence; a credible threat of violence; or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. (Code Civ. §527.6(b)(3).)

"Course of Conduct" is defined as a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an individual, making harassing telephone calls to an individual, or sending harassing correspondence to an individual by any means, including, but not limited to, the use of public or private mails, interoffice mail, facsimile, or computer email. (Code Civ.§527.6(b)(1).)

"Credible threat of violence" is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose. (Code Civ. §527.6(b)(2).)

Department of Housing and Urban Development (HUD) "Final Rule": New guidelines were enacted in an effort to further define housing discrimination in the form of harassment. In that regard HUD's new guideline, adopted in August 2016 and referred to as the Final Rule, now deem harassment in housing a form of illegal discrimination. Based on HUD's guidelines the Board must now evaluate alleged harassment from a perspective of a housing provider, which HUD deems homeowners association Boards as just that, and to investigate whether a resident is being subjected to harassment to the extent that it, under the Final Rule, amounts to illegal housing discrimination. (24 CFR 100.600.)

Governing Documents: 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. (Occupancy Agreement, Article 5, Use of Premises.)

IV. Enforcement

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

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. (Amended and Restated Bylaws, Article IV, Dispute Resolution, Discipline and Termination of Membership.)

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

Investigating Harassment: to determine if harassment is taking place, Staff evaluates the nature of the unwelcome conduct, the context in which the incidents occur, the severity, scope, frequency, duration, and location of the conduct, and the relationships of the people involved. Staff will inform the reporting parties to call the Orange County Sherriff's Department if and when the behavior occurs and the persons subjected to this type of harassment and threats of violence can seek a restraining order.

The Board will address if the harassment is of the type that will require United to intervene versus deem the matter a neighbor to neighbor dispute that must be resolved between the two residents.

Any reports of harassment will be evaluated by Staff and Legal Counsel to ensure that the Board complies with the Final Rule.

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RESOLUTION 01-18-XX

Harassment Policy

WHEREAS, the Governing Documents Review Committee has recognized the need to adopt a Harassment Policy to set forth guidelines for harassment complaints received by the Board;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors of this Corporation hereby adopts the Harassment Policy, as attached to the official minutes of this meeting; 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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Nuisance Policy

I. Purpose

The purpose of this policy is to set forth guidelines for nuisance complaints received by United Laguna Woods Mutual (United).

II. Definitions

- a. Community Laguna Woods Village.
- b. Golden Rain Foundation (GRF) the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. 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.
- d. Member Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- e. Nuisance see details under Conditions.
- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. 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. Also known as the Mutual.

III. Conditions

Nuisance in General: Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479.)

Public Nuisance: A public nuisance is a condition or activity that interferes with the health or well-being of the entire community or a considerable number of persons in the neighborhood. (Civ. Code §§3479-3480.)

Private Nuisance: A private nuisance is a condition or activity that interferes with an individual's use or enjoyment of their property. (Civ. Code §§3479, 3481.)

Governing Documents: "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." (Occupancy Agreement, Article 5, Use of Premises)

Below are examples of activities that fall into a nuisance category:

- 1. **Noise:** Things that interfere with quiet enjoyment such as improperly installed hardwood floors, neighbors playing their music or TV too loud, loud conversation, barking dogs, etc.
- 2. **Odors:** This includes second-hand smoke (cigarettes, cigars and marijuana), strong cooking odors, smoke from a BBQ grill entering other units, etc.
- 3. **Visual:** Draping articles over balcony rails, storing inoperable vehicles in parking spaces, etc.
- 4. **Health/Safety:** Hoarders who allow unsanitary conditions to exist that attract insects and rodents, or residents who wash dog feces and urine off their balcony onto the property below them.
- Violation of Laws: A violation of federal or state laws or local ordinances.
 An example would be public nudity or a resident engaged in drug dealing or prostitution.

IV. Enforcement

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

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

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

Investigating Nuisance: To determine if nuisance is taking place, Staff evaluates the behavior and determines if the behavior or noise transferring to other units is

deemed reasonable or unreasonable to an average reasonable person. Staff will inform the reporting parties to call the Security Department for documentation.

For hard surface flooring complaints: Staff will perform informal sound tests that include two Staff members in the downstairs unit at the same time that two Staff members are in the upstairs unit, with an attempt to replicate the alleged noise.

For odor complaints: Staff will perform an informal odor test that includes two Staff members in the suspects' unit at the same time that two Staff members are in the reporting parties unit, with an attempt to replicate the alleged odors. Staff also seeks assistance from the Maintenance Department to determine if the building structure is a factor that can be remedied.

For neighbor-to-neighbor disputes: Staff will offer informal mediation performed by the Compliance and Social Services Division. Staff will also recommend professional mediation services offered by the County of Orange.

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RESOLUTION 01-18-XX

Nuisance Policy

WHEREAS, the Governing Documents Review Committee has recognized the need to adopt a Nuisance Policy to set forth guidelines for nuisance complaints received by the Board;

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors of this Corporation hereby adopts the Nuisance Policy, as attached to the official minutes of this meeting; 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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Clutter Policy

I. Purpose

The purpose of this policy is to set forth guidelines by United Laguna Woods Mutual (United) for the safety and prevention of damage from items placed by the residents in "Exclusive Use Common Area" and "Common Area."

Please note that this list is **not** exhaustive and **any** item that is placed within the Mutual property, including but not limited to, the balcony, breezeway, carport, patio, interior and common area is subject to the aforementioned rules and regulations of the Mutual.

II. Definitions

- a. Exclusive Use Common Area a portion of the common area designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests. Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, doorframes, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common area allocated exclusively to that separate interest (i.e. patios, balconies, carport and interior of a Unit). (Civil Code §4145)
- b. Clutter to fill or litter with things in a disorderly manner; a collection of things lying about in an untidy mass. (cluttered. (n.d.) *Burton's Legal Thesaurus*, *4E*. (2007)) In addition, anything positioned within the Mutual property in a manner which is obstructing the free use of the area, creating a health and safety risk to the community, and/or consequently causing property damage within the Mutual. See further details under Conditions.
- Common Area the entire common interest development except the separate interests therein (i.e. walkways, breezeways, and open space). (Civil Code §4095)
- d. Community Laguna Woods Village.
- e. Golden Rain Foundation (GRF) the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- f. 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.
- g. Interior Clutter any items that are hazardous or may be of fire or safety danger, and/or potential damage to the inside of the Unit or surrounding Units.

- h. Member Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- i. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- j. Staff Employees of Village Management Services, Inc. authorized to act on behalf of United.
- k. United Laguna Woods Mutual (United) is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. 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. Also known as the Mutual.

III. Conditions

Clutter

Common areas are for the use and enjoyment of all residents and it is essential that all residents be aware of the need for the safety and prevention of damage to the buildings by items placed by the residents in or on the common areas of the Mutual's multi-story buildings and where applicable to other residential buildings.

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

- All plants must be suitably potted with adequately sized saucers to collect excess water and elevated by substantial caster or sturdy platforms. Care must be used to control the amount of water given to these plants so as not to run over the saucer and collect on the floor surface or fall to a lower level of the building on people, windows, or other objects belonging to neighbors.
- 2. Items, including plants, statues, furniture, etc., may be placed adjacent to a Unit's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law.)
- 3. All plants shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
- 4. Potted plants are not to be placed on railings in common areas. Hanging plants or hanging objects are prohibited in breezeway and walkways.

- 5. Items that constitute a nuisance to one's neighbors should not be placed in common areas. Examples are intrusive wind chimes, food and water, which will attract birds, insects, and other animals. (City of Laguna Woods Municipal Code Section 5.20.070) Residents are encouraged to resolve amicably differences or disputes involving such items.
- 6. A resident's balcony and patio area adjoining a unit is Exclusive Use Common Area. This area needs the same care & protection as the walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings are allowed. No more than 15% of the total floor area of a balcony may be used for potted plants.
- 7. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through the Customer Service Department as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. United shall resolve any disputes or misunderstandings relating to Exclusive Use Common Areas and Common Areas.

Governing Documents: "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." (Occupancy Agreement, Article 5, Use of Premises)

IV. Enforcement

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

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

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

Investigating clutter: a Security Inspector patrols the Community and should Staff identity objective evidence of clutter a Notice of Clutter Violation is issued. The Compliance Division will send a follow up notice advising the Member of the rules and requesting compliance.

For interior clutter: Staff will schedule an interior inspection to obtain photographs and determine the severity of the clutter, potential hazard, and damage to the property. Staff works closely with the Social Services Division and outside agencies on interior clutter violations.

RESOLUTION 01-18-XX

Clutter Policy

WHEREAS, the Governing Documents Review Committee has recommended revising the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy addressing the safety and prevention of damage issues relating to items placed in or on Common Area and Exclusive Use Common Areas:

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors of this Corporation hereby amend the Care & Maintenance of Patios, Balconies, Breezeways & Walkways Policy, and renames it to "Clutter Policy," as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-03-134 adopted September 9, 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 the purpose of this resolution.

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STAFF REPORT

DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Revision of Alteration Standard 15: Floor Coverings; Exterior

RECOMMENDATION

Approve a Resolution to introduce revisions to Alteration Standard 15: Floor Coverings, Exterior.

BACKGROUND

On July 19, 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 15: Floor Coverings: Exterior was last revised in June 2005, via Resolution 01-05-64.

DISCUSSION

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

- **§2.1** Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips shall may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- **§2.4** Glazed tile, due to its slippery surface, is not approved prohibited for use as a floor covering.
- §2.5 Floor coverings are installed by the Members at their own risk. Any <u>damage caused by any</u> building activity, <u>including building maintenance</u>, <u>which may damage any type of floor covering</u> shall be the resident's responsibility.
- **§2.6** Painting or staining of concrete is not permitted prohibited, including patios.
- §3.1 Members are expected to <u>must</u> maintain and/or replace, as needed, all floor coverings installed floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.

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

- §3.5 On wood frame balconies, the floor covering must be removable to permit access for inspection and maintenance. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- §3.6 If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.

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 15: Floor Coverings:

Exterior

Attachment 2: Revised Alteration Standard 15: Floor Coverings: Exterior

Attachment 3: Redline of Proposed Updates to Alteration Standard 15: Floor Coverings;

Exterior

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 15: Floor Coverings: 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 15: Floor Coverings: Exterior.

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors of this Corporation hereby introduces revisions to Alteration Standard 15: Floor Coverings; Exterior, attached as part of the Official Minutes;

RESOLVED FURTHER, that Resolution 01-05-64, adopted June, 2005 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.

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UNITED LAGUNA WOODS MUTUAL

STANDARD 15: FLOOR COVERINGS: EXTERIOR

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64
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 AUGUST 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1 Screws, nails, or any type of penetrating attachments are prohibited. Only glues or adhesive strips may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- **2.2** Floor coverings shall not be installed on any walkway or breezeway.
- **2.3** The color, style, fashion, or design of any floor covering shall be optional.
- **2.4** Glazed tile, due to its slippery surface, is prohibited for use as a floor covering.
- 2.5 Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, shall be the resident's responsibility.
- **2.6** Painting or staining of concrete is prohibited, including patios.
- 2.7 The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.8 Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.



3.0 MAINTENANCE

- 3.1 Members must maintain floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings
- 3.2 Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of inspection, repairs or maintenance.
- **3.3** Members assume all responsibility for tile that cracks or become loose.
- **3.4** Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5 On wood frame balconies, the floor covering must be removable to permit access for inspection and maintenance. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6 If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.



UNITED LAGUNA WOODS MUTUAL

SECTION STANDARD 15: FLOOR: FLOOR COVERINGS, EXTERIOR

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64
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 AUGUST 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

- 1.1 PERMITS AND FEES: A Mutual Consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.
- 1.2 MEMBERS RESPONSIBILITY: The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.
- 1.3 <u>CODES AND REGULATIONS:</u> All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.
- 1.4 <u>WORK HOURS:</u> 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** <u>PLANS:</u> The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 <u>DUMPSITES:</u> The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.

- 1.7 <u>CONTRACTOR:</u> Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 <u>CONTRACTOR'S CONDUCT:</u> Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using

profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 APPLICATIONS

- 2.1 <u>Screws, nails, or any type of penetrating attachments are prohibited.</u> Only glues or adhesive strips shall may be used to attach carpets to concrete surfaces. Mortar, cement, etc., may be used for tile.
- 2.2 Screws, nails, or any type of penetrating attachments are not permitted.
- 2.23 __Floor coverings shall not be installed on any walkway or breezeway.
- 2.34 __The color, style, fashion, or design of any floor covering shall be optional.



- **2.45** Glazed tile, due to its slippery surface, is not approved prohibited for use as a floor covering.
- 2.56 __Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, which may damage any type of floor covering shall be the resident's responsibility.
- **2.7** Painting or staining of concrete is not permitted prohibited, including patios.
- **2.78** __The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.89 __Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

3.0 MAINTENANCE

- 3.1 ____Members are expected to<u>must</u> maintain and/or replace, as needed, all floor coverings installed. floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings
 - and/or replace, as needed, all floor coverings installed.
- 3.2 ___Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of <u>inspection</u>, repairs <u>or maintenance</u>.
 <u>as may be required</u>.
- **3.3** ___Members assume all responsibility for tile that cracks or become loose.



- **3.4** Members assume responsibility for any building damage occurred due to the installation of a floor covering.
- 3.5 On wood frame balconies, the floor covering must be removable to permit access for inspection and maintenance. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6 If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.



STAFF REPORT

DATE: August 14, 2018 FOR: Board of Directors

SUBJECT: Revision of Alteration Standard 16: Fences:Wrought Iron

RECOMMENDATION

Approve a Resolution to introduce revisions to Alteration Standard 16: Fences: Wrought Iron.

BACKGROUND

On July 19, 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 16: Fences; Wrought Iron was last revised in December 2003, via Resolution 01-03-170.

DISCUSSION

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

- **§2.2** Attachments to buildings shall be with <u>galvanized or stainless steel</u> lag <u>bolts</u> or <u>metal</u> only, predrilled and sealant applied prior to installation.
- **§2.6** All wrought iron shall be painted black or the existing body color of the building.:unless other wrought iron attached to the building or surrounding the building is of a different color, then it shall match the existing color.
- **§2.7** All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common ground area.
- **§2.8** No fencing shall be installed that encloses common area.
- §3.3 All posts and related pieces shall be of <u>tube steel</u> or <u>common</u> square, rectangular, or flat stock. No round bar is allowed No round posts or components are permitted.
- §3.5 Openings for gates are permissible. Openings that create a new path onto common area are prohibited.

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 16: Fences;

Wrought Iron

Attachment 2: Revised Alteration Standard 16: Fences; Wrought Iron

Attachment 3: Redline of Proposed Updates to Alteration Standard 16: Fences; Wrought

Iron

Attachment 1

RESOLUTION 01-18-XX

Revise Alteration Standard 16: Fences, Wrought Iron

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 16: Fences, Wrought Iron.

NOW THEREFORE BE IT RESOLVED, August 14, 2018, that the Board of Directors of this Corporation hereby introduces revisions to Alteration Standard 16: Fences; Wrought Iron attached as part of the Official Minutes;

RESOLVED FURTHER, that Resolution 01-03-170, adopted December 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.

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UNITED LAGUNA WOODS MUTUAL

STANDARD 16 FENCES, WROUGHT IRON

MARCH 1996

REVISED NOVEMBER 2003, RESOLUTION 01-03-170
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 AUGUST 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 PREPARATIONS

- 2.1 In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- **2.2** Attachments to buildings shall be with galvanized or stainless steel lag bolts only, predrilled and sealant applied prior to installation.
- 2.3 No fencing will be allowed in areas where access for maintenance is required.
- **2.4** In no case will concrete cover over sprinklers, sprinkler lines, or other related items.
- 2.5 No fencing will be allowed that may encroach upon a view of a neighboring unit as determined by the Alterations Division.
- **2.6** All wrought iron shall be painted black or the existing body color of the building.
- **2.7** All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common area.
- **2.8** No fencing shall be installed that encloses common area.



3.0 <u>APPLICATIONS</u>

- 3.1 No fence shall be over 5'-0" in height, inclusive of wall and fence; nor lower than 12" in height.
- 3.2 All posts shall be attached to slab, wall, or set in concrete. No posts shall have any contact with soil.
- 3.3 All posts and related pieces shall be of tube steel or square, rectangular, or flat stock. No round posts or components are permitted.
- 3.4 Wrought iron fencing may be installed as approved by the Alterations Division as part of a block wall. See specifications for block walls.
- **3.5** Openings for gates are permissible. Openings that create a new path onto common area are prohibited.
- **3.6** Existing fencing may be lowered as requested by the resident with the approval of the Alterations Division.

4.0 **SPRINKLER REVISIONS**

- **4.1** Sprinklers will be revised only by VMS Landscape staff. The cost of such revisions shall be at the expense of the resident owner of that unit.
- 4.2 No sprinklers will be placed inside any patio area by VMS Landscape staff, and any sprinkler systems added shall not be connected to the Mutual-owned system.



UNITED LAGUNA WOODS MUTUAL

SECTION-STANDARD 16: FENCES, WROUGHT IRON

MARCH 1996

REVISED NOVEMBER 2003, RESOLUTION 01-03-170
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 AUGUST 2018, RESOLUTION 01-18-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

- 1.1 PERMITS AND FEES: A Mutual Consent for Manor Alterations is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations Department with City permit numbers prior to beginning work.
- 1.2 <u>MEMBERS RESPONSIBILITY:</u> The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.
- 1.3 <u>CODES AND REGULATIONS:</u> All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.
- 1.4 WORK HOURS: Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.



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

2.0 PREPARATIONS

- 2.1 In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- **2.2** Attachments to buildings shall be with <u>galvanized or stainless steel</u> –lags <u>bolts</u> or <u>metal shots</u> only, predrilled and sealant applied prior to installation.
- 2.3 No fencing will be allowed in areas where access for maintenance is required.



- 2.4 In no case will concrete cover over sprinklers, sprinkler lines, or other related items.
- 2.5 No fencing will be allowed that may encroach upon a view of a neighboring manor unit as determined by the Manor Alterations Department Division.
- 2.6 All wrought iron shall be painted black or the existing body color of the building.; unless other wrought iron attached to the building or surrounding the building is of a different color, then it shall match the existing color.
- **2.7** All fencing shall border patio slabs only. No fencing shall be installed in garden or grass areas or common groundarea.
- 2.8 No fencing shall be installed that encloses common area.

3.0 APPLICATIONS

- 3.1 No fence shall be over 5'-0" in height, inclusive of wall and fence; nor under lower than 12" in height.
- 3.2 All posts shall be attached to slab, wall, or set in concrete. No posts shall have <u>any</u> contact with <u>any</u> soil.
- 3.3 All posts and related pieces shall be of <u>tube steel or common</u> square, rectangular, <u>and or flat stock</u>. No round <u>bar is allowed. No round posts or components are permitted</u>.



- **3.4** Wrought iron fencing may be installed as approved by the Manor Alterations Department Division as part of a block wall. See specifications for block walls.
- 3.5 Openings for gates are permissible. Openings that create a new path onto common area are prohibited.
- **3.6** Existing fencing may be lowered as requested by the resident with the approval of the <u>Alterations DivisionManor Alterations Department</u>.

4.0 **SPRINKLER REVISIONS**

- **4.1** Sprinklers will be revised only by VMS_Landscape <u>crewsstaff</u>. The cost of such revisions shall be at the expense of the resident owner of that unit.
- 4.2 No sprinklers will be placed inside any patio area by VMS Landscape crews staff, and any sprinkler systems added shall not be connected to the Mutual-owned system.

As of June 30, 2018



INCOME STATEMENT

ACTUAL

(in Thousands)

TOTAL REVENUE

\$20,336

TOTAL EXPENSE

20,245

Revenue over Expense

\$91

As of June 30, 2018



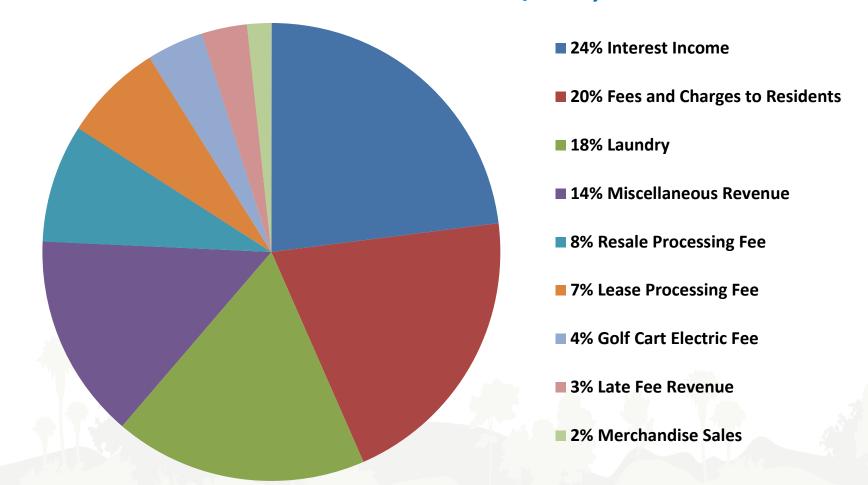
Through June, United was better than budget by \$350K primarily due to:

- 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.

As of June 30, 2018



Total Non Assessment Revenues \$765,412

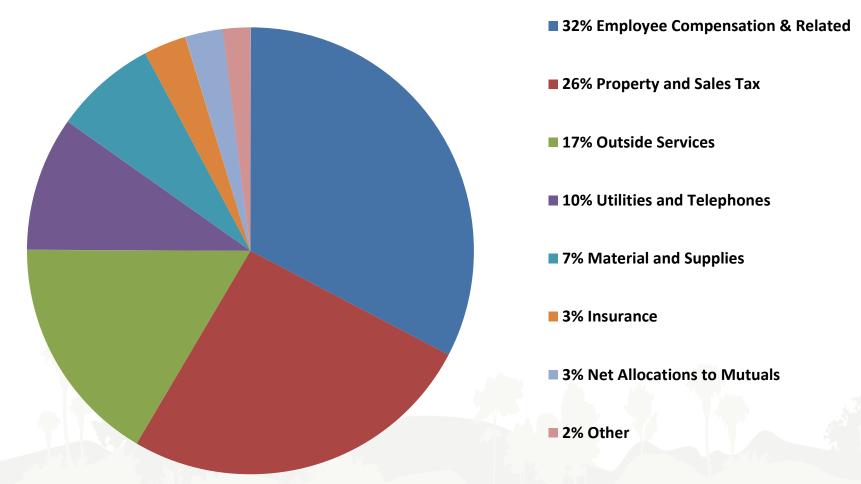


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As of June 30, 2018



Total Expenses \$20,244,907



As of June 30, 2018



NON OPERATING FUND BALANCES	ACTUAL (in Thousands)
BEGINNING BALANCES: 1/1/18	\$22,433
Contributions & Interest	6,136
Expenditures	<u>(5,607)</u>
Current Balances: 6/30/18	\$22,962

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Monthly Resale Report

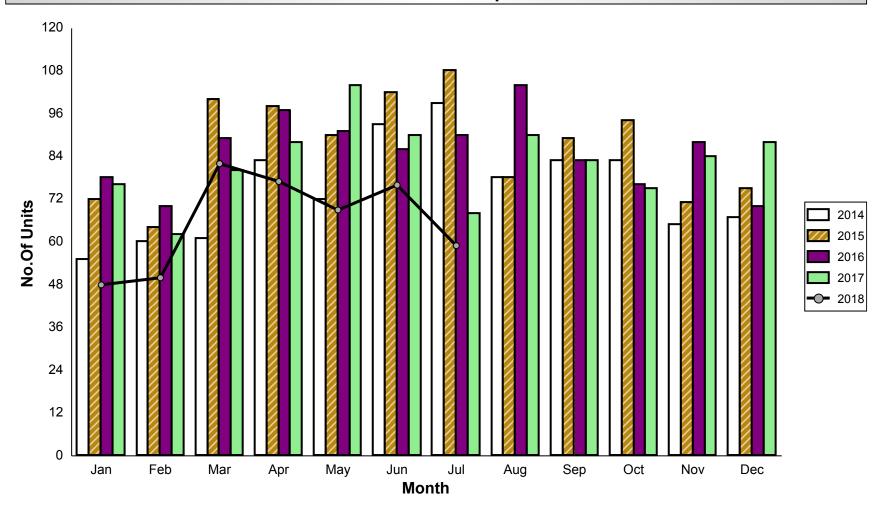
PREPARED BY MUTUAL REPORT PERIOD

Community Services Department All Mutuals July, 2018

	NO. OF F	RESALES	TOTAL SALES	VOLUME IN \$\$	AVG RESALE PRICE		
MONTH	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	
January	48	76	\$14,821,540	\$23,481,992	\$308,782	\$308,974	
February	50	63	\$18,660,142	\$18,400,200	\$373,203	\$292,067	
March	82	80	\$28,065,799	\$24,765,800	\$359,818	\$309,573	
April	77	88	\$27,694,226	\$29,024,579	\$364,398	\$329,825	
May	69	105	\$24,187,990	\$34,046,751	\$350,551	\$327,373	
June	76	90	\$28,002,538	\$31,945,600	\$378,413	\$354,951	
July	59	68	\$19,434,100	\$21,413,120	\$329,392	\$314,899	
August		* 90		* \$29,277,556		* \$325,306	
September		* 83		* \$25,481,938		* \$310,755	
October		* 75		* \$26,703,200		* \$356,043	
November		* 86		* \$29,641,100		* \$344,664	
December		* 88		* \$31,413,715		* \$356,974	
TOTAL	461.00	570.00	\$160,866,335	\$183,078,042			
MON AVG	65.00	81.00	\$22,980,905	\$26,154,006	\$352,079	\$319,666	

^{*} Amount is excluded from percent calculation

Resales - 5 Year Comparison



Monthly Resale Report

PREPARED BY	MUTUAL	REPORT PERIOD
Community Services Department	United	July, 2018

	NO. OF F	RESALES	TOTAL SALES	VOLUME IN \$\$	AVG RESALE PRICE		
MONTH	THIS 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	35	32	\$9,541,300	\$7,887,100	\$272,609	\$246,472	
August		* 43		* \$11,310,367		* \$263,032	
September		* 37		* \$9,461,900		* \$255,727	
October		* 29		* \$7,898,500		* \$272,362	
November		* 37		* \$9,793,900		* \$264,700	
December		* 49		* \$12,579,440		* \$256,723	
TOTAL	217.00	286.00	\$61,352,540	\$71,759,109			
MON AVG	31.00	40.00	\$8,764,649	\$10,251,301	\$282,194	\$249,703	
% CHANGE - YTD	-24.1%		-14.5%		13.0%		

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

^{*} Amount is excluded from percent calculation

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Resales Report United Laguna Woods Mutual July, 2018

Close	Manor	Mutua	l Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
07/02/2018	35-F	1	\$190,000	Casa Blanca	Realty Source, Inc.	Coldwell Banker	Granite Escrow
07/27/2018	88-F	1	\$234,000	Barcelona	Century 21 Rainbow Realty	Regency Real Estate	Homestead Escrow
07/31/2018	104-C	1	\$158,000	Cadiz	Laguna Premier Realty, Inc	Century 21 Rainbow	Homestead Escrow
07/20/2018	131-B	3 1	\$257,000	Valencia	Century 21 Rainbow Realty	Century 21 Rainbow Realty	Granite Escrow
07/03/2018	136-F	1	\$245,000	Majorca	Century 21 Rainbow	HomeSmart Evergreen	Granite Escrow
07/27/2018	144-A	. 1	\$250,000	La Corona	Village Real Estate	Re/Max Cornerstone	Homestead Escrow
07/11/2018	145-C	1	\$242,500	La Corona	Berkshire Hathaway	Coldwell Banker	Granite Escrow
07/30/2018	192-C	1	\$295,000	Granada	First Team Estates	Century 21 Westworld Realty	Escrow Leaders
07/12/2018	197-A	. 1	\$244,200	La Corona	Pacific Union International	Coldwell Banker	Granite Escrow
07/23/2018	252-B	3 1	\$300,000	Valencia	HomeSmart Evergreen	Century 21 Rainbow	Granite Escrow
07/09/2018	270-C	1	\$179,900	Casa Blanca	New Star Realty & Investment	Coldwell Banker	Homestead Escrow
07/31/2018	386-G	1	\$225,000	Granada	The Uhrik Group	Nicholas Wolf	Homestead Escrow
07/25/2018	442-C	1	\$517,000	Cordoba	HomeSmart Evergreen	Laguna Premier Realty, Inc	Homestead Escrow
07/30/2018	475-B	1	\$215,000	Majorca	Village Real Estate	Patronus Real Estate	Granite Escrow
07/23/2018	480-B	3 1	\$399,000	Seville	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
07/12/2018	487-F	1	\$382,000	Granada	HomeSmart Evergreen	First Team Estates	Escrow Options Group
07/17/2018	514-A	. 1	\$369,900	Cordoba	Keller Williams Real Estate	Laguna Premier Realty, Inc	Granite Escrow
07/30/2018	588-B	1	\$520,000	Cordoba	Listwell Realty	Century 21 Rainbow	Homestead Escrow
07/20/2018	591-C	1	\$183,000	Cadiz	HomeSmart Evergreen	Realty One Group	Escrow Options Group
07/09/2018	599-G	1	\$260,000	Granada	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
07/17/2018	635-C	; 1	\$184,900	Castilla	John E Wallace, Broker	Mark Carlson, Broker	Homestead Escrow
07/19/2018	653-F	1	\$175,500	Casa Contenta	Coldwell Banker	Coldwell Banker	Granite Escrow
07/06/2018	687-E	1	\$460,000	Cordoba	Harcourts Prime Properties	Re/Max Associated Realtors	Granite Escrow
07/31/2018	695-B	1	\$275,000	Majorca	First Team Estates	REAL ESTATE E-BROKER INC.	Granite Escrow

Prepared by Community Services Department as of: 08/01/2018

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Agenda Item # 14a
Resale/Leasing Reports
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Resales Report United Laguna Woods Mutual July, 2018

Close	Manor	Mutua	l Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
07/17/2018	780-O	1	\$150,000	Cadiz	HomeSmart Evergreen	HomeSmart Evergreen	Granite Escrow
07/02/2018	817-C	1	\$450,000	Seville	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
07/27/2018	848-N	1	\$225,000	Casa Linda	Mr. Homefinder	Mr. Homefinder	Landmark Realtors Escrow
07/19/2018	861-C	1	\$232,900	Castilla	Realty One Group	HomeSmart Evergreen	Homestead Escrow
07/03/2018	896-O	1	\$227,500	Casa Linda	Laguna Premier Realty, Inc	Laguna Premier Realty, Inc	Pacific Closing Services
07/02/2018	2008-G	1	\$184,000	Coronado	Century 21 Rainbow Realty	Century 21 Rainbow Realty	Granite Escrow
07/02/2018	2040-A	1	\$392,000	San Sebastian	Keller Williams Real Estate	Realty One Group	Homestead Escrow
07/25/2018	2097-Q	1	\$240,000	Casa Linda	Century 21 Rainbow	Tarbell Realtors	Granite Escrow
07/17/2018	2149-E	1	\$249,000	Monterey	Prestige Real Estate Services	Meridian Real Estate	Homestead Escrow
07/20/2018	2189-U	1	\$229,000	Monterey	Red Point Realty Inc	HomeSmart Evergreen	Escrow Options Group
07/17/2018	2213-F	1	\$200,000	Coronado	Windem Real Estate	HomeSmart Evergreen	Homestead Escrow

Number of Resales: 35

Total Resale Price: \$9,541,300

Average Resale Price: \$272,609

Median Resale Price: \$242,500



MONTHLY LEASING REPORT

Report Period: July-2018

		LEASES	IN EFFECT		Total this	Total last	Total	New Monthly Transactions		
MONTH	3 Months	6 Months	12 Months	Renewed	year	year	Expirations	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	33	31	425	35	524	503	26	41	35	0
August					0	497				
September					0	479				
October					0	477				
November			ì		0	471				
December					0	485				
Monthly Average	24.6	35.0	410.1	34.7	504.4	Jan-Jul 502.1	46.1	31.0	30.0	1.6
Percentage Leased	524	/	6323	=	8%			New Lea	ses = Units	Sublet

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OPEN MEETING

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

Thursday, July 19, 2018 – 9:30 a.m. Laguna Woods Village Community Center Sycamore Room 24351 El Toro Road

REPORT

COMMITTEE MEMBERS PRESENT: Janey Dorrell - Chair, Gary Morrison, Cash

Achrekar, Pat English

DIRECTORS PRESENT: Carl Randazzo

COMMITTEE MEMBERS ABSENT: Don Tibbetts, Advisors Kay Anderson, Ken

Deppe, and Mike Mehrain

ADVISORS PRESENT: Walt Ridley

STAFF PRESENT: Kurt Wiemann, Gavin Fogg, Eve Morton

1. Call to Order

Chair Dorrell called the meeting to order at 9:32 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 June 21, 2018

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

5. Committee Chair Remarks

Ms. Dorrell stated so much has been accomplished in the first year of this committee and she feels that the contractors are happier with some of the changes. She stated it couldn't have been done without the wonderful staff.

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. 409-C (Madrid, 4) - Return to Previous Alternate Color Schemes for Entry Door and Interior Patio Wall

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

Staff was asked to work on a policy for the next meeting to allow alternate colors on front door colors when possible.

9. 603-C (Granada, 10A) - Bathroom Split and Retain Non-Standard Door Color

Director Morrison moved to accept Staff's recommendation and approve this request for retaining the non-standard door color. Director English seconded. The Committee was in unanimous support.

Director Morrison moved to accept Staff's recommendation and approve this request for the bathroom split with the condition that the plumbing plans are approved by the City. Director English seconded. The Committee was in unanimous support.

Staff was asked to add this type of bathroom split to the bathroom split Standard for the next meeting.

10. Review Architectural Standard 15: Floor Coverings; Exterior

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

11. Review Architectural Standard 16: Fences: Wrought Iron

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

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Reports:

12. Review and Discuss Revising the Hard Surface Flooring Policy

Mr. Wiemann went over the history of the hard surface flooring policy in United and stated that he had researched this topic extensively over the last month. He stated that he is proposing that permits not be required for new flooring but a resident must prove that noise is not above the policy level if the person below complains. Mr. Wiemann informed the committee that the proposed procedure is similar to the Grievance Policy which Third Mutual uses when there is a flooring complaint.

Director English said advising residents of what type of flooring is allowed is very important.

Director Randazzo requested that wording is added regarding sound proofing underlayment so noise levels aren't exceeded.

Committee requested that wording is added to say that hard surface flooring IS allowed when there are two floors in the same unit since the current wording does not seem to allow this.

Director Morrison made motion and Director English seconded to keep the noise threshold the same as Third Mutual's, to add the items discussed to the policy, and to bring the revised version back to the next committee meeting. All were in favor except for Director Achrekar.

Items for Future Agendas

Concluding Business:

13. Committee Member Comments

None.

14. Date of Next Meeting - August 16, 2018

15. Adjournment at 10:45 a.m.

Janey Dorrell, Chair Kurt Wiemann, Staff Officer

Eve Morton, Alterations Coordinator 268-2565

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OPEN MEETING

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

Wednesday, July 25, 2018 – 1:30 PM Laguna Woods Village Community Center, Sycamore Room 24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT:

Juanita Skillman - Chair; Carl Randazzo, Cash Achrekar,

Maggie Blackwell and Advisors Bevan Strom and Mary

Stone

MEMBERS ABSENT:

Gary Morrison

OTHERS PRESENT:

Director Manuel Amendariz, VMS Director Dick Rader,

Barbara Howard, Sherri Davis

STAFF PRESENT:

Brad Hudson, Siobhan Foster, Francis Rangel, and Eve

Morton

<u>REPORT</u>

1. Call to Order

Chair Skillman called the meeting to order at 1:40 p.m.

2. Acknowledgement of Press

No press was present.

3. Approval of the Agenda

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

4. Approval of Report from the June 27, 2018, meeting

Advisor Stone made some changes to the Minutes. Director Blackwell moved to approve the report with these changes. There were no objections.

5. Chair's Remarks

The Chief Executive Officer, Brad Hudson, updated the committee on the Records Inventory and Management Project.

Mr. Hudson asked for suggestions from the committee on what information should be behind the website resident portal and what information should be forward-facing to the public.

6. Member Comments (Items not on the agenda)

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:

7. Proposed Updated Village Clutter Policy

Ms. Rangel was asked several questions about her updates.

The committee requested some changes to the proposed updates.

The committee requested the final version of the proposed updated policy be placed onto the Board's August Consent Calendar for approval.

8. Proposed Updated Village Harassment Policy

The committee requested some changes to the proposed updates.

The committee requested the final version of the proposed updated policy be placed onto the Board's August Consent Calendar for approval.

9. Proposed Updated Village Nuisance Policy

Discussion ensued. The committee requested several changes to the proposed updates.

Ms. Rangel informed the committee she will place this information into a policy format before sending it on to the Board.

United Governing Documents Review Committee 7/25/2018
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The committee requested the final version of the proposed updated policy be placed onto the Board's August Consent Calendar for approval.

Items for Discussion and Consideration:

None.

Concluding Business:

10. Committee Member Comments

Several comments were made.

11. Future Agenda Items

- Reviewing United Financial Requirements
 - o Consider debts such as loans, college tuition, etc.
 - o Review aging of accounts, not just current bank statement
 - Consider changing financial requirement to \$125K in net worth versus \$125K in additional assets
 - o Discuss whether capital gains may be considered income
- Review Operating Rules
- 12. Date of next meeting August 22, 2018

13. Adjournment at 3:00 p.m. into Closed session

Juanita Skillman, Chair

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OPEN MEETING

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

Wednesday, July 19, 2018 – 9:00 a.m. Laguna Woods Village Community Center Board Room – 24351 El Toro Road

MEMBERS PRESENT: Maggie Blackwell - Chair, Manuel Armendariz, Juanita Skillman in

for Janey Dorrell, Catherine Brians (Advisor)

MEMBER ABSENT: Annie Zipkin, Janey Dorrell

OTHER DIRECTORS: Dick Rader, Mary Stone

STAFF PRESENT: Bruce Hartley, Larry Hernandez, Lulu Boctor, Leslie Cameron,

Barbara Bridges, Eileen Paulin

1. Call to Order

Chair Blackwell called the meeting to order at 9:00 a.m.

2. Acknowledgement of the Press

No media was present.

3. Approval of the Agenda

The agenda was approved by consensus.

4. Approval of Committee Report of June 14, 2018

The meeting report of June 14, 2018, was approved by consensus.

5. Chair's Remarks

Chair Blackwell commented – meeting is about sharing & listening, asked for courtesy from everyone.

6. Member Comments (Items Not on the Agenda)

- Kerry Stiles 921-B Spoke about creek concerns
- Roberta Berk 933-B Spoke about the lack of maintenance on Aliso Creek and Landscape.

7. Response to Member's Comments

- Chair Blackwell responded to Mr. Stiles 921-B, the creek is not United Mutual. Mr. Stiles needs to talk to GRF Board about his concerns about the creek.
- Director Armendariz agreed with Mr. Stiles and Ms. Berk that the creek area needs
 maintenance. Mr. Armendariz also commented that the budget will go up next year and
 budget for 2020 should decrease, he suggest we should have a tree trimming schedule
 for next year and for the next three years.
- Director Skillman commented on no reports of rattlesnakes at this point.
- · Advisor Brians commented on tree trimming cycle.
- Mr. Hartley to Mr. Styles, the creek is a GRF facility, GRF M & C Committee is where any updates on the creek are provided.

- Mr. Hartley to Ms. Berks, we did have several days of high temperatures that caused burning of vegetation and it set back landscaping. United is on schedule, re-planting will happen in the cooler months.
- Chair Blackwell commented that many trees were planted 50-60 years ago and it is disappointing for us to see trees that look old because of old age. United is intending to increase the landscape budget for 4% this year to increase service levels.
- Director Skillman stated that recruiting is very challenging. She asked residents to encourage people to apply.
- Mr. Armendariz commented that if you see any trees that look diseased or in poor condition to please report it for inspection.
- Mr. Hartley stated the GRF facilities are on a 10-week rotation and will address the creek concerns soon.
- Advisor Brians Gave a brief history of trees in the village.
- Armendariz- Spoke about maintenance concerns.
- Mr. Hartley to Mr. Armendariz There are areas that are not part of the bridge project that we can take care.

Consent:

None

Reports

- 8. Current Pesticide Use In Landscape
 - Mr. Hartley gave an overview of current landscape pesticides use

Chair Blackwell - A test was performed and it takes 8 hours to spray an area, but over 64 hours to hand weed the same size area.

Armendariz- main concern is the use of Round Up. The problem is that we have a lot of property to maintain. He recommends we look into using an alternative for Round Up.

Esther Wright 172-D – Thanked the Committee for holding this meeting. Many people are concerned about the health issues with pesticides. She contacted City of Irvine to explore alternatives.

ITEMS FOR DICUSSION AND CONSIDERATION

- **9.** Alternative Products and Application Methods
 - Mr. Hartley gave overview of landscape pesticide products and application methods

Advisor Brians – commented that we should not get too involved comparing our corporation with the City of Irvine. Irvine has no problem spending money because they have a higher tax base. We are separate from the City; we do our own landscape and we do not have that kind of funding.

Mr. Armendariz- with approval of Mutual you can plant other plants and maintain them to decrease the usage of Round Up; staff can explore alternatives to eliminate the use of Round Up.

Dr. Lois Rubin 781-C - Thankful for the work and research being done. Very concerned with the use of Round Up and impact on health. Wants to eliminate the use of Round Up and find an alternative.

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Chair Blackwell recommends that we evaluate additional alternative herbicides and contact the representative from the City of Irvine in attendance at the meeting. Develop alternatives and the specific costs associated with each and see what adjustments we can make to applications for our next meeting.

Bruce to Chair Blackwell - We should begin with locating alternatives to Round Up. We will look at other herbicides in the future.

Chair Blackwell- Residents can always submit a petition.

Director Armendariz moved to have staff bring back further analysis for consideration of the elimination of Round Up in United, including cost estimates and alternatives for weed control for the next landscape meeting on August 9, 2018. Second by Ms. Skillman; passed unanimously.

Items for Future Agendas

10. Evaluation of Alternative Herbicides (August 9, 2018).

Concluding Business

11. Committee Member Comments

- Mr. Amendariz- Thanked everyone for attending this meeting. Staff is really trying hard.
- Chair-commented that this will cost an extra five to nine more dollars per Manor and need to balance any cost increases with areas where we would reduce cost.

12. Date of Next Meeting August 9, 2018

13. Adjournment

Meeting was adjourned at 10: 21 a.m.

Maggie Blackwell, Chair

United Landscape Committee