



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

Tuesday, March 12, 2019 - 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 Achrekar**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
 - a. February 12, 2019 – 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**
 - (a) Follow-up Report from February 12, 2019, Open Forum—Director Margolis
- 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. Landscape Committee Tree Removal Recommendations:
 - (1) Recommendation to Approve Request for Tree Removal at Resident's Expense: 612-C (Henderson) – White Mulberry Tree
 - (2) Recommendation to Deny Request for Tree Removal: 598-D (Yan) – Canary Island Pine Tree
 - (3) Recommendation to Approve Request for Removal of One of the Two Trees Requested: 599-E (Myhra) – two Canary Island Pine trees
- b. Finance Committee Recommendations:
 - (1) Approval of Resolution to Record Lien against Member ID 947-413-50
- c. City of Laguna Hills Memorial Day Half Marathon Run (10K/5K)
- d. Consistent with its statutory obligations under Civil Code §5501, a subcommittee of the Board consisting of the Treasurer and at least one other board member reviewed the United Laguna Woods Mutual financials for the month of January, 2019, and such review is hereby ratified.
- e. Accept into corporate record the updated 2019 Reserve Component Schedule, used for preparation of Civil Code §5570 Assessment and Reserve Funding Disclosure Summary mailed to members In November 2018
- f. Ratify the Resolution for Additional Funding for Full Reserve Study
- g. Update Resolution for United Mutual and GRF Committee Appointments

12. Unfinished Business

- a. Entertain a Motion to Adopt a Resolution for an Alteration Standard Plan Policy (**FEFBUARY initial notification-28-day notification to comply with Civil Code §4360 has been satisfied**)
- b. Entertain a Motion to Adopt a Resolution to Amend the Care Provider Policy and Change the Name to Private Caregiver Policy (**FEBRUARY initial notification-28-day notification to comply with Civil Code §4360 has been satisfied**)
- c. Entertain a Motion to Adopt a Resolution for Administrative Fee for Damage Reimbursement (**FEBRUARY initial notification-28-day notification to comply with Civil Code §4360 has been satisfied**)

13. New Business

- a. Entertain a Motion to Approve Supplemental Funding for the 2019 Fumigation Program

- b. Entertain a Motion to Introduce a Resolution to Allow Guarantors (**MARCH initial notification-must postpone 28-days for Member review to comply with Civil Code §4360**)

14. Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Morrison. The Committee met on January 29, 2019; Next meeting March 26, 2019, 2:00 p.m. in the Sycamore Room
- b. Report of the Architectural Control and Standards Committee –Director Achrekar– The Committee did not meet in February, next meeting March 21, 2019, 9:30 a.m. in the Elm Room
- c. Report of the Communications Committee –Director Blackwell. Next meeting TBA
- d. Report of Member Hearings Committee--Director Achrekar. The Committee met on February 28, 2019; next meeting March 28, 2019, 9:00 a.m. in the Willow Room
- e. Report of the Governing Documents Review Committee – Director Blackwell. The Committee met on February 25, 2019; next meeting March 25, 2019, 1:30 p.m. in the Board Room
- f. Report of the Landscape Committee –Director Blackwell. The Committee met on February 14, 2019; next meeting April 11, 2019, 9:00 a.m. in the Board Room
- g. Report of the Maintenance & Construction Committee – Director Randazzo. The Committee met on February 27, 2019; next meeting April 24, 2019, 9:00 a.m. in the Board Room
 - Village Energy Task Force—Director Randazzo. The Task Force met on March 6, 2019; next meeting May 1, 2019, 1:30 p.m. in the Board Room
- h. Report of the Resident Advisory Committee – Director Achrekar. The Committee met on February 14, 2019; next meeting March 14, 2019, 4:00 p.m. in the Sycamore Room

15. GRF Committee Highlights

- a. Report of the Finance Committee—Director Morrison. The Committee met on February 20, 2019; next meeting April 24, 2019, 1:30 p.m. in the Board Room

- b. Report of the Community Activities Committee—Director Margolis. The Committee did not meet in February; next meeting March 14, 2019, 1:30 p.m. in the Board Room
- c. Report of the Landscape Committee – Director Blackwell. The Committee did not meet in February; next meeting March 20, 2019, 1:30 p.m. in the Board Room
- d. Report of the Maintenance & Construction Committee—Director Randazzo. The Committee met on February 13, 2019; next meeting April 10, 2019, 9:30 a.m. in the Board Room
- e. Report of the Media and Communication Committee—Director Blackwell. The Committee met on February 26, 2019; next meeting March 18, 2019, 1:30 p.m. in the Board Room
- f. Report of the Mobility and Vehicles Committee—Director Addington. The Committee met on February 6, 2019; next meeting April 3, 2019, 1:30 p.m. in the Board Room
- g. Report of the Security and Community Access Committee—Director Liberatore. The Committee met on February 25, 2019; next meeting April 22, 2019, at 1:30 p.m. in the Board Room
 - Laguna Woods Village Traffic Hearings – Director Addington. The Hearings were held on February 20, 2019; next hearings March 20, 2019, 9:00 a.m. in the Board Room and 1:00 p.m. in the Sycamore Room
- h. Report of the Disaster Preparedness Task Force –Director Morrison. The Task Force did not meet in February; next meeting March 26, 2019, 9:30 a.m. in the Cypress Room

16. Future Agenda Items - *All matters listed under Future Agenda Items are Resolutions on 28-day public review or items for a future Board Meetings. No action will be taken by the Board on these agenda items at this meeting. The Board will take action on these items at a future Board Meeting.*

- a. Revised Payment Plan Agreement Form and a Resolution for a Payment Plan Fee Policy for Assessments **(FEBRUARY initial notification-sent back to Committee for review)**
- b. Roles and Responsibilities

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) March 12, 2019 – Regular Executive Session

Discuss and Consider Member Matters

Discuss Personnel Matters

Discuss and Consider Contractual Matters

Discuss and Consider Litigation Matters

19. Adjourn

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

Tuesday, February 12, 2019

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, February 12, 2019, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Carl Randazzo, Cash Achrekar, Maggie Blackwell, Gary Morrison, Elsie Addington, Manuel Armendariz, Reza Bastani, Anthony Liberatore, Sue Margolis and Andre Tornig.

Directors Absent: None

Staff Present: Jeff Parker, CEO; Siobhan Foster, COO; Christine Spahr, Eileen Paulin, Kurt Wiemann, Betty Parker, Tim Moy, Pamela Bashline, Susan McInerney and Cheryl Silva

Others Present: VMS: Dick Rader, Mary Stone, and Ron Beldner
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 Randazzo 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, seconded by Director Achrekar, to approve the agenda as presented. The motion passed by vote of 10-0-1 (Director Tornig abstained).

5. Approval of Minutes

5a. January 8, 2019 – Regular Open Session

Director Blackwell made a motion, seconded by Director Addington, to approve the

minutes as corrected. The motion passed by vote of 9-0-2 (Directors Achrekar and Margolis abstained)

6. Report of the Chair

President Skillman announced that Director Liberatore has been appointed as the Board parliamentarian. The Handyman Service has been successful and asked that the residents be patient if there is a two week waiting period. The Board is look at hiring more workers for this program in the next budget.

7. Open Forum

Members made comments regarding the following:

- Benefits of the Laguna Woods Foundation;
- Change landscape services to include non-toxic products;
- Stopping the use of Round-up without an increase in assessments;
- Handyman services are worth the cost;
- Request to update rental policy to allow for sharing rooms (roommates);
- Need for more research on alternative weed control products.

8. Responses to Open Forum Speakers

a. Several Directors responded to Member comments:

- The use of a Parliamentarian at meetings;
- Stopping the use of Round-up in the Community and the current status of this process;
- Handyman Service is helpful to the Community;
- The valuable services offered by the LWV Foundation.
- Rental Policy, Co-Occupant Policy and Roommates;
- Reverse Mortgages.

b. Follow-up from the January , 2019, Board Meeting Open Forum:

- Painting of the awnings is the responsibility of the Owner. Members interested in this issued should come to the next United M&C meeting;
- Residents interested in changing the Occupancy Policy to allow for a 60-day rental period should go to the next Governing Documents Review Committee;
- Residents are encouraged to come to the next Resident Advisory Committee to dialog with Board Members on issues concerning residents.

9. Update from VMS - Director Rader

Director Rader discussed the role of the VMS Board. In January, the VMS Board reviewed the progress of the VMS goals. Department updates were presented by Eileen Paulin, Marketing and Communications Department and Betty Parker, Finance Department.

10. CEO Report

Jeff Parker CEO, gave information about his employment and education background. Siobhan Foster, COO, reported on the following subjects:

- Gate security renovation project continues at gates 2 and 8. During gate 2 construction; gates 1 and 3 will be open 24/7, gate 2 pedestrian access only from 6 a.m. to 10 p.m. gate 4 (exit only) will have extended hours from 6 a.m. to 10 p.m. During gate 8 construction; gates 7 and 10 will be open 24/7, gate 8 pedestrian and

- golf cart access from 6 a.m. to 10 p.m.
- Beginning on March 4th the Service Center Equestrian Gate will be closed from 9:30 p.m. to 5 a.m. daily to enhance security of the vehicles and equipment located at the Service Center.
- New Security measures were implemented on February 4, 2019. Visitor going to the second floor must check-in at the receptionist desk.
- VMS welcomes Cathy Villafana to the Social Services Department. Cathy was hired to boost the friendly visitor program.
- Monday, February 18, 2019 is a Holiday and will be operating on our holiday schedule.
- Update on Upcoming Recreation Events.

11. Consent Calendar

11a. Architectural Control and Standards Committee Recommendations:

- (1) Part Denial/Part Approval Recommendation – 126-D (Majorca, 8A) Retain Modification to Previous Variance Requiring Common Area (Recommendation to deny the request to retain the doors constructed on the patio enclosure and approve keeping the topping slab as constructed)

RESOLUTION 01-19-15 **VARIANCE REQUEST**

WHEREAS, Mr. Roger Flinn of 126-D Avenida Majorca, a Majorca style unit, requests Board approval of a variance to retain unapproved modifications to a previously approved variance;

WHEREAS, the patio enclosure as constructed includes doors that open onto Common Area, which would require Common Area for the code required landing;

WHEREAS, the patio enclosure as constructed includes a topping slab to raise the elevation to match the existing floor, within the original footprint of the manor.

WHEREAS, a Neighborhood Awareness Notice was sent to Owners of affected units on January 7, 2019, 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 January 17, 2019.

NOW THEREFORE BE IT RESOLVED, on February 12, 2019, the Board of Directors hereby denies the request to retain the doors constructed on the patio enclosure and approves keeping the topping slab as constructed 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 Shareholder at 126-D and all future Shareholders at 126-D.

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. Resolution to Update the United Mutual and GRF Committee Appointments

RESOLUTION 01-19-16

UNITED LAGUNA WOODS MUTUAL COMMITTEE APPOINTMENTS

RESOLVED, February 12, 2019, that the following persons are hereby appointed to serve the Corporation in the following capacities:

Architectural Control and Standards Committee

Cash Achrekar, Chair

Reza Bastani

Gary Morrison

Carl Randazzo

Non-Voting Advisors: Michael Mehrain, Kay Anderson, Janey Dorrell

Communications Committee

Maggie Blackwell, Chair

Elsie Addington

Reza Bastani

Non-Voting Advisors: Vacant (2)

Finance Committee

Gary Morrison, Chair

Sue Margolis

Carl Randazzo

Juanita Skillman

Elsie Addington, Alternate

Non-voting Advisors: Vacant (2)

Governing Documents Review Committee

Maggie Blackwell, Chair

Juanita Skillman

Andre Torng

Anthony Liberatore

Non-voting Advisors: Bevan Strom, Mary Stone

Laguna Woods Village Traffic Hearings

Elsie Addington

Cash Achrekar, Alternate

Landscape Committee

Maggie Blackwell, Chair

Manuel Armendariz

Anthony Liberatore

Non-Voting Advisor: Catherine Brians, Vacant (2)

Maintenance and Construction Committee

Carl Randazzo, Chair
Cash Achrekar
Reza Bastani
Sue Margolis
Gary Morrison
Juanita Skillman, Alternate
Non-voting Advisor: Ken Deppe, Walter Ridley, Janey Dorrell

Members Hearing Committee

Cash Achrekar, Chair
Juanita Skillman
Maggie Blackwell
Elsie Addington

New Resident Orientation

Per Rotation List

Resident Advisory Committee

Cash Achrekar, Chair
Anthony Liberatore
Juanita Skillman
Andre Torng
Non-voting Advisors: Kay Anderson, Nancy Lannon

Village Energy Task Force

Sue Margolis
Carl Randazzo
Advisor: Steve Leonard, Sue Stephens

RESOLVED FURTHER Resolution 01-18-117, adopted November 29, 2018, is hereby superseded and canceled.

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

RESOLUTION 01-19-17

GOLDEN RAIN FOUNDATION COMMITTEE APPOINTMENTS

RESOLVED, February 12, 2019, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Business Planning

Gary Morrison
Juanita Skillman

Community Activities

Sue Margolis

Andre Torng
Juanita Skillman, Alternate

GRF Finance

Gary Morrison
Juanita Skillman
Carl Randazzo, Alternate

GRF Landscape Committee

Manuel Armendariz
Maggie Blackwell
Anthony Liberatore, Alternate

GRF Maintenance & Construction

Cash Achrekar
Carl Randazzo
Sue Margolis, Alternate

GRF Media and Communications Committee

Maggie Blackwell
Elsie Addington
Juanita Skillman, Alternate

Mobility and Vehicles Committee

Elsie Addington
Andre Torng
Juanita Skillman, Alternate

PAC Renovation Task Force

Sue Margolis
Carl Randazzo
Juanita Skillman, Alternate

Security and Community Access

Reza Bastani
Anthony Liberatore
Carl Randazzo, Alternate

Disaster Preparedness Task Force

Cash Achrekar
~~Reza Bastani~~
Gary Morrison

Town Hall Meetings

As Needed

RESOLVED FURTHER, that Resolution 01-18-118, adopted November 29, 2018, is hereby superseded and cancelled.

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

Director Randazzo made a motion to approve the Consent Calendar. Director Margolis made an amendment to request that agenda item 11c. be moved to New Business. The motion was seconded by Director Achrekar and the motion passed by vote of 6-4-0 (Director Achrekar, Randazzo, Blackwell and Morrison opposed).

Director Blackwell made a motion to approve the amended Consent Calendar. The motion was seconded by Director Achrekar and passed by vote of 10-1-0 (Director Armendariz abstained).

12. Unfinished Business

12a. Entertain a Motion to Adopt a Revised Payment Plan Agreement Form and Introduce a Resolution for a Payment Plan Fee Policy for Monetary Penalties, Fees, and Chargeable Services

Director Blackwell read the following resolution:

RESOLUTION 01-19-18
MONETARY PENALTIES, FEES, AND/OR CHARGEABLE SERVICES CHARGES
PAYMENT PLAN AGREEMENT

WHEREAS, any Member who is unable to timely pay monetary penalties (or otherwise, fines), fees, or chargeable services charges is entitled to make a written request for a payment plan to the Board.

For purposes of this resolution and the attached Monetary Penalties, Fees, and/or Chargeable Services Charges Payment Plan Agreement, "monetary penalty" shall mean pursuant to California Civil Code Section 5725,

"a monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing documents, except for late payments, may not be characterized nor treated in the governing documents as an assessment that may become a lien against the member's separate interest enforceable by sale of the interest under Sections 2924, 2924b, and 2924c".

"Fees" and "chargeable service charges" shall have the meanings ascribed to each in the applicable work order or service agreement existing between the member and the Mutual.

WHEREAS, each request for a payment plan is approved or denied on a case-by-case basis after review by the Mutual Finance Committee;

WHEREAS, a Monetary Penalties, Fees, and/or Chargeable Services Charges Payment Plan Agreement form is used to create an agreement between the Member and the

Mutual;

WHEREAS, the Mutual Finance Committee recommends a Monetary Penalties, Fees, and/or Chargeable Services Charges Payment Plan Agreement form submitted by legal counsel to help reinforce collection activity that will occur if a member breaches the agreed upon payment plan for unpaid monetary penalties (or otherwise, fines), fees, or chargeable services charges; and

WHEREAS, the Mutual Finance Committee recommends recovering costs associated with monitoring a payment plan, including an administrative fee for every month the agreement is in effect shall be added to the Member's assessment account. Interest shall accrue on fees and chargeable services charges, if any, pursuant to the terms of the applicable work order or services agreement. No interest shall accrue on monetary penalties, unless or until a judgment is obtained by the Mutual for same.

NOW THEREFORE BE IT RESOLVED, on February 12, 2019, the Board of Directors of this Corporation hereby adopts the Monetary Penalties, Fees, and/or Chargeable Services Charges Payment Plan Agreement form, as attached to this Corporate record, initiating an administrative fee of \$25 per month and interest, as allowed; 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.

DECEMBER Initial Notification

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

Director Blackwell made a motion to approve a revised Payment Plan Agreement Form and adopt the resolution for a Payment Plan Fee Policy for Monetary Penalties, Fees, and Chargeable Services. The motion was seconded by Director Morrison.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 7-4-0 (Director Bastani, Torng, Armendariz, Margolis opposed).

Director Armendariz left the meeting at 11:20 am.

12b. Entertain a Motion to Adopt the Resolution for Revisions to Open House and Real Estate Uniform Signage Policy

Director Blackwell read the following resolution:

RESOLUTION 01-19-19
REVISIONS TO OPEN HOUSE AND REAL ESTATE UNIFORM SIGNAGE POLICY

WHEREAS, Resolution 01-12-33 adopted on February 14, 2012, established the Real Estate Uniform Signage Policy; and

WHEREAS, the Real Estate Uniform Signage Policy is intended to improve the marketability of cooperatives and condominiums in Laguna Woods Village; and

WHEREAS, United Mutual must update the Real Estate Uniform Signage Policy to include real estate sign requirements to conform with State of California Bureau of Real Estate (CalBRE) License Disclosure Requirements for Advertising that went into effect on January 1, 2018; and

WHEREAS, CalBRE's new License Disclosure Requirements for Advertising require all first point of contact solicitation materials to include:

1. The name and number of the licensee. This is for both sales-agents and broker- associates;
2. The responsible broker's "identity." This means the name under which the broker is currently licensed by CalBRE and conducts business in general or is a substantial division of the real estate firm. The broker's license number is optional; and
3. The status of the agent such as "REALTOR®" or "agent" (unless the name of the company makes clear that the advertisement is by a licensee); and

WHEREAS, the CalBRE's requirement apply to all types of advertising including but not limited to:

1. "For Sale," "Open House," For Lease, or directional signs when any licensee identification information is included; and
2. Any other material designed to solicit the creation of a professional relationship between the licensee and a consumer; and

WHEREAS, the Marketing and Communications Division has collaborated with Village realtors to develop updated designs for real estate signs that incorporate the new CalBRE requirements; and

WHEREAS, the responsibility for compliance with the law lies with real estate agents, the Marketing and Communications Division working with the real estate agents leveraged this opportunity to modernize the look and visibility of Village real estate signage; and

WHEREAS, on November 19, 2018, the GRF Media and Communications Committee reviewed and unanimously approved the updated real estate sign designs and recommended that the Boards of Directors for the Golden Rain Foundation, Third Mutual and United Mutual adopt resolutions requiring the use of the updated real estate sign designs as soon as practicable;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, the Board of Directors of this Corporation hereby adopts this resolution requiring the use of the updated real estate designs beginning on May 1, 2019, and adopts the following updated Real Estate Uniform Signage Policy:

1. Use of the real estate signage contained in Attachment 1 to this Resolution is required effective May 1, 2019. The use of other real estate signage is after April 1, 2019 is prohibited;

Open House and Directional Signs:

2. Open House signs shall be 24 inches by 24 inches, made of corrugated plastic with lettering and adhere to the GRF-approved colors, font and logo, as depicted in Attachment 1 to this resolution;
3. Directional signs shall be 24 inches by 9 inches, made of corrugated plastic with and adhere to the GRF-approved colors, font and logo, as depicted in Attachment 1 to this resolution;
4. Open House signs may be present on Saturday and Sunday, between 10 a.m. and 5 p.m. They may also be present on Wednesday and Thursday, between the hours of 9 a.m. and 2 p.m. in conjunction with Broker Preview events.
5. Directional signs may be posted on the day of the Open House no earlier than 10 a.m., and must be removed no later than 5 p.m., on the same day;
6. At the entrance to or anywhere within a cul-de-sac, a maximum of three (3) Open House signs per manor may be placed.
7. Open House directional (designated by an arrow) signs may be placed at street intersections and cul-de-sac entrances only. No mid-block signs are allowed.
8. At any street intersection or cul-de-sac entrance there may be no more than:
 - a. One (1) directional sign pointing in any one direction, and
 - b. Four (4) total directional signs, regardless of the number of open houses in the vicinity.
9. Both a 24-by-24-inch sign and a 24-by-9-inch directional sign may be placed at a cul-de-sac entrance.

For Sale Signs:

10. For Sale signs shall be 24 inches by 24 inches, made of corrugated plastic with and adhere to the GRF-approved colors, font and logo,

as depicted in Attachment 1 to this resolution;

11. For Lease signs shall be 24 inches by 24 inches, made of corrugated plastic with and adhere to the GRF-approved colors, font and logo, as depicted in Attachment 1 to this resolution;
12. A maximum of one (1) "For Sale" or "For Lease" or "For Rent" sign may be placed at a Manor. It may be in a window, on a gate or on a post placed within one (1) foot of the building. Signs are not allowed on balcony or stairway railings. The maximum size is 6 square feet, and if placed in a window it may be no larger than 20 percent of the window size. No illumination is allowed. The maximum character size is twelve (12) inches.

Other:

13. Realtors shall be responsible for purchasing providing the signs from RESS - Real Estate Signs & Supplies, Laguna Hills, California, and shall adhere to the specifications in accordance with this resolution;
14. Non-conformance to this policy shall result in removal of sign from premises; and
15. Non-Residents must be accompanied by a licensed real estate agent approved for Laguna Woods Village entry; or granted access by the Seller/Resident of the property; and

RESOLVED FURTHER, that members selling their properties "For Sale By Owner" shall be required to comply with the same guidelines as real estate agents; and

~~**RESOLVED FURTHER**, the Resident will be billed an amount of \$50 for extended gate hours through the Recreation Division's reservations contract; and~~

RESOLVED FURTHER, that Resolution 01-12-33 adopted on February 14, 2012, is hereby superseded in its entirety and is no longer in effect; and

RESOLVED FURTHER, that Resolution 01-06-48 adopted on June 13, 2006, is hereby superseded in its entirety and is no longer in effect; and

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

JANUARY Initial Notification

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

Director Blackwell made a motion to adopt the resolution for revisions to open

house and real estate uniform signage policy. The motion was seconded by Director Addington.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 6-3-1 (Director Achrekar, Margolis and Torng opposed Bastani abstained) Director Armendariz was absent for the vote.

12c. Entertain a Motion to Adopt the Resolution for Revisions to Architectural Standard 22: Patio Slabs

Director Blackwell read the following resolution:

RESOLUTION 01-19-20
REVISIONS TO ARCHITECTURAL STANDARD 22: PATIO SLABS

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

WHEREAS, the Architectural Controls and Standards Committee recognize the need to create Alteration Standard 22: Patio Slabs.

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 22: Patio Slabs, attached as part of the official minutes of this meeting;

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

JANUARY Initial Notification

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

Director Blackwell made a motion to adopt the resolution for revisions to architectural standard 22: patio slabs. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 9-0-0 Director Armendariz was absent for the vote.

Director Armendariz returned to the meeting at 11:40 p.m.

12d. Entertain a Motion to Adopt the Resolution for Revisions to Architectural Standard 25: Tubular Skylight Installations

Director Blackwell read the following resolution:

RESOLUTION 01-19-21
REVISIONS TO ARCHITECTURAL STANDARD 25: TUBULAR SKYLIGHT 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 recognize the need to create Alteration Standard 25: Tubular Skylight Installation.

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 25: Tubular Skylight Installation, attached as part of the official minutes of this meeting;

RESOLVED FURTHER, that Resolution 01-11-04, adopted September 2013, is hereby superseded and cancelled; and

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

JANUARY Initial Notification

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

Director Blackwell made a motion to adopt the resolution for revisions to architectural standard 25: tubular skylight installations. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 10-1-0 (Director Bastani opposed).

12e. Entertain a Motion to Adopt the Resolution to Rescind Architectural Standard 26: Solariums and Garden Rooms

Director Blackwell read the following resolution:

RESOLUTION 01-19-xx
RESCIND ARCHITECTURAL STANDARD 26: SOLARIUMS AND GARDEN ROOMS

WHEREAS, the Architectural Controls and Standards Committee recognizes the

need to amend Alteration Standards and create or rescind Alteration Standards as necessary;

WHEREAS, due to the decrease in popularity of solariums in general, Standard 26 should to be rescinded in its entirety.

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that the Board of Directors of this Corporation hereby rescinds Resolution U-02-109 adopted August 13, 2002; 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.

JANUARY Initial Notification

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

Director Blackwell made a motion to adopt the resolution the resolution to rescind architectural standard 26: solariums and garden rooms. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion failed by a vote of 5-2-4 (Director Bastani, Armendariz opposed; Directors Achrekar, Addington, Margolis Torng abstain).

12f. Entertain a Motion to Approve the Resolution to Revise the Alteration Inspection Fees

Director Blackwell read the following resolution:

RESOLUTION 01-19-22
ALTERATION PROCESSING FEE POLICY

WHEREAS, alteration requests require significant administrative time for proper processing, including research, report preparation, and presentation to the appropriate committee and the Board;

WHEREAS, in order to offset administrative costs associated with processing alteration requests, Staff has determined it is necessary to update the Mutual Consent Processing Fee and the inspection fees to reflect the increased administrative costs; and

WHEREAS, the Mutual currently charges a \$35 fee for a Mutual Consent and a \$150 fee for a Variance to offset administrative costs associated with processing these requests and;

WHEREAS, the Mutual also currently charges a fee on a sliding scale for alterations meeting certain criteria; and

WHEREAS, the Board determined the fees should be non-refundable;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, to partially offset administrative costs associated with processing alteration requests, the Board of Directors of this Corporation hereby sets the alteration and inspection fees as attached to the official minutes of this meeting;

RESOLVED FURTHER, that Resolution 01-17-149 adopted December 12, 2017, 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.

JANUARY Initial Notification

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

Director Blackwell made a motion to approve the resolution to revise alteration inspections fees. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 8-3-0 (Director Bastani, Torng, Amendariz opposed).

12g. Entertain a Motion to Approve the Resolution to Establish Alterations Conformance Deposit

Director Blackwell read the following resolution:

Resolution 01-19-23
PROPOSED CONFORMANCE DEPOSIT

WHEREAS, in order to partially offset Mutual costs associated with Contractors and residents performing alterations that have damaged Mutual Property or violated Mutual Policies such as illegally throwing away construction debris in Mutual dumpsters or not using the proper protocol for regulated materials; and

WHEREAS, the Mutual desires to end the one-year pilot program and establish a permanent refundable conformance deposit for Mutual Consents and Variance Requests for alterations.

WHEREAS, the fee will be required for all construction with a value of \$500 or greater and it be refundable given that the contractor or resident performing the alterations conform to all Mutual rules and Standards;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that in order to partially further offset Mutual costs associated with contractors and residents performing alterations to their unit, the Board of Directors of this Corporation

hereby sets the Conformance Deposit fee at \$250; 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.

JANUARY Initial Notification

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

Director Blackwell made a motion to approve the resolution to establish alterations conformance deposit. The motion was seconded by Director Randazzo.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by a vote of 10-1-0 (Director Armendariz opposed).

13. New Business

13a. Entertain a Motion to Introduce a Resolution for an Alteration Standard Plan Policy

Director Blackwell read the following resolution:

RESOLUTION 01-19-XX
STANDARD PLAN REVIEW POLICY

WHEREAS, the Village has 248 previously approved Standard Plans available for Members to use for alterations with an over-the-counter Mutual Consent without having to use the variance process or need further Board approval;

WHEREAS, The Architectural Control and Standards Committee (Committee) reviews numerous variance requests from members proposing to make alterations using a previously approved Standard Plan with minor variations;

WHEREAS, current policy requires all variations from a Standard Plan to be reviewed by the Committee;

WHEREAS, the Committee desires to simplify the approval process for alterations and minimize the time for review of these alterations; and

WHEREAS, the Committee directed Staff to create a policy pertaining to minor revisions to Standard plans for Members who are proposing to perform alterations to their units using a previously approved Standard Plan.

NOW THEREFORE BE IT RESOLVED, February 12, 2019, the Board of Directors introduces the Standard Plan Review Policy; and

RESOLVED FURTHER, architectural drawings shall be provided for all revisions to Standard Plans to the Alterations Department office for review and to determine if they meet the intent of this policy, including but not limited to, closets, windows, door style or placement;

RESOLVED FURTHER, Staff shall thoroughly review the submitted drawings. If Staff determines that the proposed alteration does not affect load bearing walls or alter the purpose of rooms as depicted on the Standard Plan, meets the intent of this policy, and conforms to all pertinent alteration policies, Staff may issue a Mutual Consent; and

RESOLVED FURTHER, if Staff determines that the proposed alteration does not meet the intent of this policy and the Member desires to pursue the proposed alteration, Staff shall process the request as a variance for review by the Committee; and

RESOLVED FURTHER, all proposals for revisions that are not considered minor or alter the exterior aesthetics of the Unit shall require Board approval via the variance process; and

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

FEBRUARY Initial Notification

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 28-days from the postponement to comply with Civil Code § 4360.

Director Blackwell made a motion to introduce the resolution to an alteration standard plan policy for 28-day review. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

By unanimous consent, the Board introduced the resolution for 28-day review.

13b. Entertain a Motion to Introduce a Resolution to Amend the Care Provider Policy and Change the Name to Private Caregiver Policy

Director Blackwell read the following resolution:

RESOLUTION 01-19-XX
PRIVATE CAREGIVER POLICY

WHEREAS, Staff has recommended enhancements to the existing Care Provider Policy; and

WHEREAS, the Private Caregiver Policy will encompass part-time and long-term caregivers, whenever scheduled day or night and;

WHEREAS, the Private Caregiver Policy addresses caregivers irrespective of whether they are paid or not paid;

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that the Board

of Directors of this Corporation hereby introduces the "Care Provider Policy," and renames it "Private Caregiver Policy," as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-17-28 adopted February 14, 2017, is hereby superseded and canceled; 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.

FEBRUARY 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 28-days from the postponement to comply with Civil Code §4360.

Director Morrison made a motion to introduce the resolution to amend the care provider policy and change the name to private caregiver policy for 28-day review. The motion was seconded by Director Armendariz.

Discussion ensued among the Directors.

Susan McInerney and Tim Moy answered questions from the Board.

Director Armendariz made a motion, seconded by Director Margolis, to "Call for the Vote" and it passed by a vote of 9-2-0 (Directors Blackwell/Achrekar opposed).

President Skillman called for the vote on the original motion to introduce the resolution for 28-day review and the motion passed by a vote of 7-4-0 (Directors Blackwell, Torng, Achrekar, Randazzo opposed).

13c. Entertain a Motion to Re-Introduce the Revised Payment Plan Agreement Form and a Resolution for a Payment Plan Fee Policy for Assessments

Director Blackwell read the following resolution:

RESOLUTION 01-19-XX
ASSESSMENT PAYMENT PLAN AGREEMENT

WHEREAS, any Member who is in arrears on a regular assessments is entitled to make a written request for a payment plan to the Board;

WHEREAS, each request for a delinquent assessment payment plan is approved or denied on a case-by-case basis after review by the Finance Committee;

WHEREAS, a Delinquent Assessment – Payment Plan form, which includes

several payment options and conditions, is used to create an agreement between the delinquent Member and the Mutual;

WHEREAS, the United Finance Committee recommends a revised Payment Plan Agreement Form with changes submitted by legal counsel to help reinforce collection activity that will occur if a member breaches the agreed-to payment plan for delinquent assessments; and

WHEREAS, the Finance Committee recommends recovering costs associated with setting up a payment plan.

NOW THEREFORE BE IT RESOLVED, on February 12, 2019, the Board of Directors of this Corporation hereby introduces revisions to the Delinquent Assessment - Payment Plan Agreement form, as attached to this Corporate record, and introducing a one-time setup fee of \$50; and

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

FEBRUARY Initial Notification

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 28- days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce the revised payment plan agreement form and the resolution for a payment plan fee policy for assessments for 28-day review. The motion was seconded by Director Achrekar.

Discussion ensued among the Directors.

Directors Randazzo asked staff to change the interest to 10%.

Legal Counsel answered questions from the Board regarding the interest rate on Lien and Collection Policy.

Director Armendariz made a motion, seconded by Director Margolis, to refer this item back to Finance Committee. The motion passed by a vote of 6-5-0 (Directors Bastani, Addington, Achrekar, Skillman, Blackwell opposed).

13d. Entertain a Motion to Introduce a Resolution for an Administrative Fee for Damage Reimbursement

Director Blackwell read the following resolution:

RESOLUTION 01-19-XX
ADMINISTRATIVE FEE FOR DAMAGE REIMBURSEMENT

WHEREAS, pursuant to Civil Code §5855, the Mutual is required to hold hearings to impose any monetary charges to reimburse the Mutual for costs incurred in the repair of damage to common area or facilities caused by the actions or inactions of a member, his or her tenant, guest, invitee, or vendor;

WHEREAS, significant staff time is necessary to investigate, document, and prepare concise reports for Damage Reimbursement Hearings for damage caused by a member; and,

WHEREAS, the Mutual has seen an increase in administrative costs related to these damage reimbursement proceedings.

NOW THEREFORE BE IT RESOLVED, February 12, 2019, that the Board of Directors hereby introduces the Damage Reimbursement Administrative Fee;

RESOLVED FURTHER, effective April 1, 2019, the administrative fee for costs related to damage reimbursement proceedings will be ten percent of the total reimbursement decision amount for all decisions of one thousand dollars or more;

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

FEBRUARY Initial Notification

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 28-days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce the resolution for administrative fee for damage reimbursement for 28-day review. The motion was seconded by Director Morrison.

Discussion ensued among the Directors.

The Board voted to introduce the resolution for 28-day review by vote of 10-1-0 (Director Armendariz opposed).

This item was removed from the Consent Calendar and moved to New Business.

13e. Consistent with its statutory obligations a subcommittee of the Board, consisting of the Treasurer and one other Board member, reviewed United Laguna Woods financial for the month of December 2018 and by this vote ratify this such review be confirmed in

this month's Board Member Open Session Meeting minutes.

Director Blackwell made a motion to approve review of the Mutual's prior month's financials on a monthly basis. The motion was seconded by Director Morrison

Jeff Beaumont, Esq. reviewed with the Board the purpose of this statute and the law that was passed on January, 2019. This item is required to be in compliant with the law.

Discussion ensued among the Directors.

Director Armendariz made a motion to retract the approval of this item from the minutes of January 8, 2019 Board meeting. Motion failed by lack of a second.

Director Margolis made a motion, seconded by Director Addington, to "Call for the Vote" and the motion passed by a vote of 10-1-0 (Director Armendariz opposed).

President Skillman called for the vote on the original motion and the motion passed by a vote of 7-3-1 (Director Armendariz, Bastani, and Margolis opposed, Director Tornig abstained).

Director Armendariz left the meeting at 1:30 p.m.

14. Committee Reports

14a. Report of the Finance Committee / Financial Report – Director Morrison showed a presentation on the Treasurer's Report and reviewed the resale and lease reports. The Committee met on January 29, 2019; next meeting will be March 26, 2019, 2:00 p.m. in the Sycamore Room

14b. Report of the Architectural Control and Standards Committee – Director Achrekar gave a report from the last Committee meeting. The Committee met on January 17, 2019; next meeting will be March 21, 2019, 9:30 a.m. in the Elm Room.

14c. Report of the Communications Committee – Director Blackwell. The next meeting TBA.

14d. Report of Member Hearings Committee - Director Achrekar gave a report from the last Committee meeting. The Committee met on January 24, 2019; next meeting will be February 28, 2019, 9:00 a.m. in the Board Room.

14e. Report of the Governing Documents Review Committee - Director Blackwell gave a report from the last Committee meeting. The Committee met on January 28, 2019; next meeting will be February 25, 2019, 1:30 p.m. in the Board Room.

14f. Report of the Landscape Committee - Director Blackwell gave a report from the last Committee meeting. The Committee did not meet in January, 2019; next meeting will be February 14, 2019, 9:00 a.m. in the Board Room.

14g. Report of the Maintenance & Construction Committee - Director Randazzo. The Committee did not meet in January; next meeting will be February 27, 2019, 9:00 a.m. in the Board Room.

- Village Energy Task Force Charter – Director Randazzo gave a report from the last Task Force meeting. The Task Force met on January 9, 2019; next meeting will be March 6, 2019 at 1:30 p.m. in the Board Room.

14h. Report of the Resident Advisory Committee – Director Skillman encouraged residents to attend this Committee meeting. The Committee met on January 10, 2019; next meeting will be February 14, 2019, 4:00 p.m. in the Sycamore Room.

15. GRF Committee Highlights

15a. Report of the Finance Committee—Director Morrison gave highlights from the last Committee meeting. The Committee did not meet in January; next meeting will be February 20, 2019, 1:30 p.m. in the Board Room.

15b. Report of the Community Activities Committee—Director Torng gave highlights from the last Committee meeting. The Committee met on January 10, 2019; next meeting will be March 14, 2019, 1:30 p.m. in the Board Room.

15c. Report of the Landscape Committee—Director Blackwell gave highlights from the last Committee meeting. The Committee met on January 16, 2019; next meeting will be March 20, 2019, 1:30 p.m. in the Board Room.

15d. Report of the Maintenance & Construction Committee—Director Randazzo gave highlights from the last Committee meeting. The Committee did not meet in January, 2019; next meeting will be February 13, 2019, 9:30 a.m. in the Board Room.

15d. Report of the Media and Communication Committee—Director Blackwell gave highlights from the last Committee meeting. The Committee met on January 21, 2019; next meeting will be February 26, 2019, 9:30 a.m. in the Board Room.

15e. Report of the Mobility and Vehicles Committee—Director Addington gave highlights from the last Committee meeting. The Committee met on February 6, 2019; next meeting will be April 3, 2019, 1:30 p.m. in the Board Room.

15f. Report of the Security and Community Access Committee—Director Liberatore. The Committee did not meet in January, 2019; next meeting will be February 25, 2019, 1:30 p.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Addington summarized the results of the last traffic hearings. The Hearings were held on January 16, 2019; next hearings February 20, 2019, 9:00 a.m. in the Board Room and 1:00 p.m. in the Sycamore Room.

15g. Disaster Preparedness Task Force—Director Achrekar gave highlights from the last

Committee meeting. The Task Force met on January 29, 2019; next meeting will be March 26, 2019, 9:30 a.m. in the Board Room.

16. Future Agenda Items

16a. Financial Guarantors

16b. Roles and Responsibilities

17. Director's Comments

- Several Directors welcomed the new CEO, Jeff Parker.
- Director Achrekar recommended that residents attend the Resident Advisory Committee to discuss issues in the Community.
- Director Tornig requested that manor number be listed first on the screen during member comments.
- Director Bastani requested that the gate renovations be expedited.

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 2:12 p.m. into the Executive Session.

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

During the January 8, 2019, Regular Executive Session, the Board:

Approval of Agenda

Approval of the Following Meeting Minutes;

(a) December 11, 2018 – Regular Closed Meeting

Discuss Member Disciplinary Cases


Discuss and Consider Contractual Matters

Discussed Personnel Matters

Discuss and Consider Legal and Litigation Matters

19. Adjourn

The meeting was adjourned at 5:15 p.m.



Maggie Blackwell, Secretary of the Board
United Laguna Woods Mutual

RESOLUTION ATTACHMENTS

PAYMENT PLAN AGREEMENT
Monetary Penalties / Fees / Chargeable Services



Manor Number: _____

Member Name: _____ DL# _____

The undersigned hereby acknowledges the rights of United Laguna Woods Mutual (the Mutual) to collect monetary penalties, fees or chargeable services charges, in accordance with the laws of the State of California, the governing documents of the Mutual, and/or applicable work order or services agreement. The following reflects the standards that have been adopted by the Board of Directors for repayment of monetary penalties, fees or chargeable services charges.

The total amount owed as of [date] is \$_____, this includes monetary penalties, fees, and or chargeable services charges (the "Total Amount Due"). The undersigned agrees to repay the Total Amount Due according to the following plan:

Check One:

- ☐ **INSTALLMENTS:** The Total Amount Due will be paid off in its entirety within _____ months. To achieve this, extra monthly payments will be made in the amount of \$_____. **These payments will be in addition to the regular monthly assessment, which may come due during the term of the payment plan, the administrative fee described below and any interest, which may accrue pursuant to the terms of the applicable work order or services agreement.** Extra payments will commence on _____ and be made on or before the first of each successive month until the delinquency and accrued late charges are paid in full. With this standard payment option, the undersigned is also required to submit a completed financial statement form (enclosed) as well as a copy of pages one and two of the two most recent federal tax returns, which may be redacted to protect private and confidential information
- ☐ **LUMP SUM:** Payment in full of the Total Amount Due will be made in a lump sum on or before _____. **This payment will be in addition to the regular monthly assessment, which may come due prior to receipt of the lump sum payment.**
- ☐ **ESCROW:** The undersigned states that the manor is presently for sale, and will present a copy of the executed listing agreement in conjunction with this agreement. If the listing agreement expires before the manor is sold, a new executed listing agreement must be presented. The total term of the payment plan under this option cannot exceed 90 days. Payment in full of the Total Amount Due will be made from the proceeds of sale of the manor, through escrow. Further, the undersigned understands and agrees that accrued fees, charges and legal collection costs will be collected through escrow. This option allows a request for review by the Board of Directors for an extension, in the event escrow does not close.
- ☐ **OTHER:** The undersigned's payment plan proposal that is in accordance with the standards for payment plans adopted by the Mutual, attached hereto and incorporated herein by reference thereto as Exhibit A. **Payments contemplated in the undersigned's payment plan are in addition to the regular monthly assessment, which may come due during the term of the payment plan, the administrative fee described below, and any interest, which may accrue pursuant to the terms of the applicable work order or services agreement.**

Initial All:

- ☐ The undersigned shall pay an administrative fee of \$25.00 for every month this agreement is in effect. The undersigned will be responsible for payment of all attorneys' fees, costs, interest, late fees and assessments incurred on the undersigned owner's assessment account before this agreement and the undersigned's assessment account will be deemed "paid in full."
- ☐ The undersigned understands that the Mutual will pursue all available legal means to collect the sums due on the manor including, but not limited to pursue unpaid monetary penalties, fees, and chargeable services charges in Small Claims court up to a maximum dollar amount of \$5,000. If a payment is not received by the due date stated, the Mutual shall, without any further notice to the undersigned, have the power and authority to pursue any and all collection remedies against the undersigned and/or the undersigned's property, including but not limited to a lawsuit for purposes of securing a money judgment. The undersigned knowingly and voluntarily waives any and all claims against the Mutual and its agents and attorneys, and the undersigned waives any and all defenses available related to or arising out of this matter, the amounts as set forth in this agreement, and any other obligation stated herein.
- ☐ The undersigned understands that he or she has the right to meet with the Board of Directors of the Mutual to discuss a reasonable alternative payment plan option (see "Other" above), according to the payment plan standards adopted by the Board of Directors of the Mutual.

Undersigned/Member Name: _____ Signature: _____

Date: _____

Mutual Officer Signature: _____ Date: _____

Return signed form by mail to:
Assessment Payment Representative
PO Box 2220
Laguna Woods, CA 92654-2220

Or deliver in person to:
Assessment Payment Representative
24351 El Toro Road
Laguna Woods, CA 92637
Phone: (949) 597-4221 Fax: (949) 472-4154

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ATT: #1
Page 1 of 1

Media and Communications Committee Approved Real Estate Sign Designs



OPTION 3 (1 Color - Orange) • Centered • 24x24



ATT: #5
Page 1 of 2

(The information below will be designed as handout for realtor's and the correct Resolution numbers will be inserted.)

Real Estate Signage Rules and Regulations

Effective immediately, the following rules apply to real estate signs for United and Third Mutual:

FOR SALE SIGNS:

1. A maximum of one (1) "For Sale" or "For Lease" or "For Rent" sign may be placed at a Manor. It may be in a window, on a gate or on a post placed within one (1) foot of the building. Signs are not allowed on balcony or stairway railings. The maximum size is 6 square feet, and if placed in a window it may be no larger than 20 percent of the window size. No illumination is allowed. The maximum character size is twelve (12) inches. There is no restriction as to how long the sign may remain posted. Security will photograph, then where feasible, remove excessive or improperly posted signs.

OPEN HOUSE SIGNS:

1. "Open House" signs may be present on Saturday and Sunday, between 10 a.m. and 5 p.m. They may also be present on Wednesday and Thursday, between the hours of 9 a.m. and 2 p.m. in conjunction with Broker Preview events.

2. At the entrance to or anywhere within a cul-de-sac a maximum of three (3) "Open House" signs per manor may be placed. These signs may be up to 24 inches by 24 inches in size. There are no other specifications regarding the appearance of these signs. Security will photograph, then remove excessive or improperly posted signs.

3. "Open House" directional (designated by an arrow) signs may be placed at street intersections and cul-de-sac entrances only. No mid-block signs are allowed.

4. Directional signs must conform to an approved design: 24 inches by 9 inches corrugated plastic with vinyl letters and using approved colors, font and logo (see example below).

4a. Available for purchase from RESS - Real Estate Signs & Supplies (949) 855-1355.

5. At any street intersection or cul-de-sac entrance there may be no more than a) one (1) directional sign pointing in any one direction, and b) four (4) total directional signs, regardless of the number of open houses in the vicinity.

6. The rules allow for both a 24x24 sign and a 24x9 directional sign to be placed at a cul-de-sac entrance.

ATT: #5
Page 2 of 2

7. Security will photograph, then remove all duplicate, excessive and improperly placed directional signs. If you know which properly placed sign was installed first, remove the subsequently placed sign(s). If you do not know which properly placed sign was installed first, randomly remove the excessive sign(s).

8. Removed signs will be deposited at the Service Center and disposed of every Wednesday in accordance with current practice.

Reference Laguna Woods Village Board Resolutions:

United Mutual: #01-11-229 and #01-12-33
Third Mutual: # 03-11-214 and #03-12-21
GRF: #90-11-117 and GRF #90-13-45



STANDARD 22: PATIO SLABS

MAY 1996, RESOLUTION U-96-62

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

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

REVISED FEBRUARY 2019, RESOLUTION 01-19-XXX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 APPLICATIONS

- 2.1** Patio concrete slab must be at least 4" nominal thick 520-C-2500 concrete.
- 2.2** Patio concrete shall be placed on 4" aggregate base over compacted subgrade.
- 2.3** For non-bearing slabs, reinforcement shall be WWF 6x6; for load bearing slabs reinforcement shall be as designed by a licensed engineer.
- 2.4** For slabs poured against existing non-structural concrete, #3 dowels shall be epoxied into existing concrete 18" O.C.
- 2.5** Slabs larger than 15' x 15' shall have control joints.
- 2.6** Patios shall have a non-slip troweled or broom finish.
- 2.7** Any unit wherein a wall or partial wall limits the extent of the original size of the slab, no extension in any direction will be permitted.
- 2.8** Patios which have planting or dirt areas inside the defined patio walls may be replaced with a concrete slab, providing it does not extend beyond the wall.
- 2.9** No slab extension may encroach into common area.
- 2.10** All installations must have a minimum slope of ¼" per foot and drain to drain inlets or landscaping.



3.0 PREPARATIONS

- 3.1** In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- 3.2** No slab extension will be allowed that will restrict drainage.
- 3.3** No slab extension will be allowed in areas where access for maintenance is required.
- 3.4** In no case will concrete be placed over sprinklers, sprinkler lines, or other related items.

4.0 SPRINKLER REVISIONS

- 4.1** Sprinklers will be relocated as necessary only by VMS landscape crews, and the cost of such relocations shall be at the cost of the resident owner of that unit.
- 4.2** No sprinklers will be placed inside any patio area by VMS landscape crews. Any systems added shall not be connected to the Mutual-owned system.



~~UNITED LAGUNA WOODS MUTUAL~~

SECTION STANDARD 22: PATIO SLABS ~~EXTENSIONS~~

MAY 1996, RESOLUTION U-96-62

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08
REVISED FEBRUARY 2019, RESOLUTION 01-19-XXX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

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



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

2.0 APPLICATIONS

- 2.1 Patio concrete slab must be at least 4" nominal thick and test at 520-C-2500 concrete within 28 days. Wire mesh reinforcing (6x6 10-10) is mandatory.
- 2.2 Patio concrete shall be placed on 4" aggregate base over compacted subgrade.
- 2.3 For non-bearing slabs, reinforcement shall be WWF 6x6; for load bearing slabs reinforcement shall be as designed by a licensed engineer.
- 2.4 For slabs poured against existing non-structural concrete, #3 dowels shall be epoxied into existing concrete 18" O.C.
- 2.5 Slabs larger than 15' x 15' shall have control joints.
- 2.6 Patios shall have a non-slip troweled or broom finish.



- 2.7 Any unit wherein a wall or partial wall limits the extent of the original size of the slab, ~~will not be no~~ extension ~~ionded~~ in any direction will be permitted.
- 2.8 Patios which have planting or dirt areas inside the defined patio walls may be replaced with a concrete slab, providing it does not extend beyond the wall.
- 2.9 No slab extension may encroach into common area.
- 2.10 All installations must have a minimum slope of ¼" per foot and drain to drain inlets or landscaping.

3.0 **PREPARATIONS**

- 3.1 In each case, an inspector will visit the site prior to work, for adjustments pertaining to this section.
- 3.2 No slab extension will be allowed that will restrict ~~yard~~ drainage.
- 3.3 No slab extension will be allowed in areas where access for maintenance is required.
- 3.4 In no case will concrete be placed over sprinklers, sprinkler lines, or other related items.
- ~~3.5 No slab extensions will be allowed that may encroach upon a view of a neighboring manor as determined by the Manor Alterations Department.~~



4.0 SPRINKLER REVISIONS

- 4.1** Sprinklers will be relocated as necessary only by VMS landscape crews, and the cost of such relocations shall be at the cost of the resident owner of that unit.
- 4.2** No sprinklers will be placed inside any patio area by VMS landscape crews. Any systems added shall not be connected to the Mutual-owned system.



STANDARD 25: TUBULAR SKYLIGHT INSTALLATIONS

SEPTEMBER 1995

REVISED SEPTEMBER 2003, RESOLUTION 01-03-131

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

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

REVISED FEBRUARY 2019, RESOLUTION 01-19-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

2.0 DEFINITION

- 2.1** "Tubular skylight" refers to skylights with a cylindrical roof-mounted light collector typically consisting of an acrylic lens set in a metal frame. A reflective sun scoop in the rooftop assembly directs sunlight into a metal or plastic tube with a highly reflective interior coating. The reflective tube guides sunlight to a diffuser lens mounted on the interior ceiling surface that spreads light throughout the room.
- 2.2** Tubular skylights are sold under several different brand names. For the purpose of definition, some of the more common brand names include: Solatube, Daylight, Solar Bright, Sun-Dome, Sun-Tek, True Light, etc.

3.0 APPLICATIONS

- 3.1** Tubular skylight installer shall guarantee in writing, the watertight integrity of the skylight, tube and related roof area for 5 years from date of installation, and shall repair, without charge to owner, any such defects.
- 3.2** All roofing work shall be in strict conformance with current building codes and any applicable Mutual Standard Drawings.
- 3.3** No units shall be installed with the edge of the tubular skylight flashing within 12" of any vent, ridge or vertical structure.



- 3.4** Hypalon skirts will not be permitted as acceptable flashings.
- 3.5** All installations in flat roofs shall be as follows: PVC Cool roof, the skylight contractor must hire the Mutual roofing contractor to complete the tie-in to the roof deck.
- a.** Spud back the perimeter around the flashing edge a minimum of 10" and maximum 14", leaving roof surface smooth and gravel-free for primer and base felt application.
 - b.** Apply *Conprime asphalt primer to flashing and scraped/spudded roof surface and let dry.
 - c.** Apply Roofing Mastic to base of flashing per manufacturer's specifications and press in place. Nail aluminum base through raised surface of outer ring, 10 inches on center.
- (First Ply/Base Ply)*
- d.** Apply *Conhesive at the rate of 2 gallons per 100 sq. ft. and cover with *MB25 base sheet, starting at vertical surface across the flashing and over roof surface to a point three (2) inches beyond the edge of the flashing.
- (Second and Third Ply)*
- e.** Apply a second ply of *MB25 2" beyond the perimeter of the base ply and continue across roof, terminating at vertical surface, allowing the *MB25 to ooze out slightly onto the vertical surface and above the ply. Apply a third ply of *MB25 2" beyond the perimeter of second ply and continue across roof, terminating at vertical surface and again allow the *MB25 to ooze out slightly onto the vertical surface and above the ply. Both plies to be embedded in *Conhesive at the rate of 2 gallons per 100 sq. ft.
 - f.** Apply one layer of *MB Cap embedded in *Conhesive at the rate of 2 gallons per 100 sq. ft. starting at the bottom of the vertical surface across the newly installed plies, to a point seven (7) inches away from the flashing edge and allow the *MB25 to ooze out slightly onto the vertical surface and above the ply.



- g. Nail perimeter of cap sheet 4 inches on center. Apply a 3 coarse application over cap sheet edge using roofing mastic and webbing. Float entire cap sheet surface with *Conhesive at the rate of 2 gallons per 100 sq. ft.
- h. Reapply gravel evenly to entire area, stopping at the tubular skylight vertical surface.

3.6 Pitched Roofs: All pitched roof (over 3:12) installations shall be as follows:

- a. Asphalt Shingles: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection.
- b. Tile/Concrete: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection. All tiles shall be saw cut and not "broken to fit".
- c. Metal Shingles/Tiles: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection. All tiles shall be saw cut or sheared and not "broken or bent to fit".

3.7 Notification: Member/contractor must notify the Manor Alterations Department of any broken/damaged roofing materials, before any installation begins. Additional roofing materials may be required for typical installations, due to breakage/damage. Member and contractor are responsible for restoring the roof to its original pre-installation condition, regardless of the amount of replacement required. All materials will match the existing manufacturer and color or approved equal by the Manor Alterations Department.

3.8 Final Inspection: During the final inspection, should the Manor Alterations Department notice damaged/broken roofing materials that appear to be caused by the installer/installation and absent prior notice of damage, the Member/contractor will be responsible for the proper repair(s).

3.9 ASBESTOS: Installations in existing acoustical sprayed ceilings may encounter asbestos. The Member(s) and contractor(s) must meet or



exceed requirements of federal, state and local government regarding asbestos removal procedures.

TUBULAR SKYLIGHT INSTALLATION SPECIFICATIONS

(Prepared 7/26/00)

(Revised 9/9/03)

APPLICATIONS

Contractor shall guarantee in writing, watertight integrity of the tubular skylight and related roof area for (5) five years from date of installation, and shall repair, without charge to owner, any such defects.

All alterations to Mutual structures require the issuance of a VMS Mutual Consent for Manor Alteration and VMS Staff inspection.

All roofing work shall be in strict conformance with current building codes and any applicable standard drawings.

No units shall be installed with the edge of the tubular skylight flashing within 12" of any vent, cricket, gravel stop, ridge, valley or vertical structure.
All tubular skylight flashings are required to be min. 8" in height.

All tubular skylight installations require a 2" Turret Extension to conform to Mutual Standards height requirements.

All tubular skylight flashings and related parts to be painted either Flat Black (BUR Roofs); Flat Black or Orange (Tile and Metal Shingle Roofs); Flat Black or Tan (Comp/Shingle Roofs) or to match color scheme of roof.

FLAT ROOFS

Built-Up Roofing

10", 14" and 16" tubular skylights are the only size units approved for installation on BUR roofs in United Mutual.



All BUR tubular skylight flashings are required to have a 2" metal extension turret installed, set in polyurethane sealant, to meet Mutual Standards for height requirements.

- a. Spud back the perimeter around the Spun Aluminum Flashing edge a minimum of 10" and maximum of 14", leaving roof surface smooth and gravel-free for primer and base felt application.
- b. Apply *Celotex Asphalt Primer to Spun Aluminum Flashing and scraped/spudded roof surface and let dry.
- c. Apply Roofing Mastic to base of Spun Aluminum Flashing per manufacturer's specifications and press in place. Nail aluminum base through raised surface of outer ring 10" on center with 1-1/4" e.g. galvanized roofing nails.
- .
(First Ply/Base Ply)
- d. Apply *S.I.S. Roof Adhesive (Cold Application) at the rate of 2 gallons per 100 sq. ft. and cover with * VaporBar GB #25 Base Sheet, starting at tubular skylight vertical surface across the flashing and over roof surface to a point 2" beyond the edge of the flashing.
- .
(Second and Third Ply)
- e. Apply a second ply of *Celo-Glass IV 2" beyond the perimeter of the base ply and continue across roof, terminating at tubular skylight vertical surface, allowing the *S.I.S. Roof Adhesive to ooze out slightly onto the vertical surface and above the ply. Apply a third ply of *Celo-Glass IV 2" beyond the perimeter of second ply and continue across roof, terminating at vertical surface and again allow the *S.I.S Roof Adhesive to ooze out slightly onto the vertical surface and above the ply. Both plies to be embedded in *S.I.S. Roof Adhesive at the rate of 2 gallons per 100 sq. ft.
- f. Apply one layer of *Celo-glass Cap Sheet embedded in *S.I.S. Roof Adhesive at the rate of 2 gallons per 100 sq. ft. starting at the bottom of the tubular skylight vertical surface across the newly installed plies, to a point 8" away from the flashing edge and allow



the *S.I.S. Roof Adhesive to ooze out slightly onto the vertical surface and above the ply.

- g. Apply a 3 course application (mastic/webbing/mastic) over cap sheet edge using roofing mastic and webbing.

PITCHED ROOFS

Asphalt Composition Shingles

10" and 14" tubular skylights are the only size units approved for installation on pitched Composition Shingle roofs in United Mutual.

- a. **Pitched Metal Flashing:** The powder coated black epoxy based finish applied over a 0.032 in. thick aluminized steel stamped seamless flashing with 32 total added rigid ribs and 8 pre-punched fastener holes shall be laced into existing Asphalt Composition Shingles as existing roof jacks are installed.
- b. **Metal Turret Extension:** Shall be installed onto Pitched Metal Flashings with a polyurethane sealant and screwed into flashing with (4) #8x1/2 philips-head, self-tapping stainless steel screws.
- c. **Turret Shroud:** Shall be installed onto Pitched Metal Flashing and Turret Extension.
- d. No caulking will be used as primary water leak protection.

Concrete & Clay Tile

10" tubular skylights are the only size units approved for installation on all tile roofs in United Mutual.

- a. **Counterbase Flashing:** injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.



1. Monier concrete tiles over space sheathing and/or plywood with no underlayment do not require the installation of a Counterbase Flashing.
- b. **Secondary Flashing:** Polypropylene (Tile Retro Kit for 10" Solatubes) or .060 inch thick A93003 aluminum secondary pre-formed flashing shall be installed over Counterbase Flashing.

Polypropylene Turret Extension: shall be installed onto Secondary Flashing with a polyurethane sealant and screwed into flashing with (4) #8x1/2" philip head, self-tapping stainless steel screws.

- d. **Turret Shroud:** shall be installed onto Secondary Flashing and Turret Extension.
- e. No caulking will be used as primary water leak protection.
- f. All tiles shall be saw cut and not "broken to fit".

Metal Shingles

10" tubular skylights are the only size units approved for installation on all tile roofs in United Mutual. Single flashing permitted only on metal shingle roofs.

- a. **Counterbase Flashing:** injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.
- b. **Polypropylene Turret Extension:** shall be installed onto Counterbase Flashing with a polyurethane sealant and screwed into flashing with (4) #8x1/2" philips head, self-tapping stainless steel screws.
- c. **Turret Shroud:** shall be installed onto Flashing and Turret Extension.



- d. All tiles shall be saw-cut or sheared and not "broken or bent" to fit.

Notification: Member/contractor must notify the Alterations Division of any broken/damaged roofing materials, before any installation begins. Additional roofing materials may be required for typical installations, due to breakage/damage. Member and contractor are responsible for restoring the roof to its original pre-installation condition, regardless of the amount of replacement required. All materials will match the existing manufacturer and color or approved equal as determined by the Alterations Division.

Final Inspection: During the final inspection, should the Alterations Division Inspector notice damaged/broken roofing materials that appear to be caused by the installer/installation and absent prior notice of damage, the Member/contractor will be responsible for the proper repair(s).

ASBESTOS: Installations in existing acoustical sprayed ceilings may encounter asbestos. The Member(s) and contractor(s) must meet or exceed requirements of federal, state and local government regarding asbestos removal procedures.

*** Product references, such as Conglas products, may be substituted for by equal or better product. All substituted products require approval from the Alterations Division.**



~~UNITED LAGUNA WOODS MUTUAL~~

~~SECTION 25~~**STANDARD 25:** TUBULAR SKYLIGHT INSTALLATIONS

SEPTEMBER 1995

REVISED SEPTEMBER 2003, RESOLUTION 01-03-131

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

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

REVISED FEBRUARY 2019, RESOLUTION 01-19-XX

1.0 GENERAL REQUIREMENTS

SEE STANDARD SECTION 1: GENERAL REQUIREMENTS

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



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

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

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

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

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

2.0 DEFINITION

2.1 "Tubular skylight" refers to skylights with a cylindrical roof-mounted light collector typically consisting of an acrylic lens set in a metal frame. A reflective sun scoop in the rooftop assembly directs sunlight into a metal or plastic tube with a highly reflective interior coating. The reflective tube guides sunlight to a diffuser lens mounted on the interior ceiling surface that spreads light throughout the room.

2.2 Tubular skylights are sold under several different brand names. For the purpose of definition, some of the more common brand names include: Solatube, Daylight, Solar Bright, Sun-Dome, Sun-Tek, True Light, etc.



3.0 **APPLICATIONS**

- 3.1 Tubular skylight installer shall guarantee in writing, the watertight integrity of the skylight, tube and related roof area for 5 years from date of installation, and shall repair, without charge to owner, any such defects.
- 3.2 All roofing work shall be in strict conformance with current building codes and any applicable Mutual Standard Drawings.
- 3.3 No units shall be installed with the edge of the tubular skylight flashing within 12" of any vent, ridge or vertical structure.
- 3.4 Hypalon skirts will not be permitted as acceptable flashings.
- 3.5 All installations in flat roofs shall be as follows: PVC Cool roof, the skylight contractor must hire the Mutual roofing contractor to complete the tie-in to the roof deck.
 - a. Spud back the perimeter around the flashing edge a minimum of 10" and maximum 14", leaving roof surface smooth and gravel-free for primer and base felt application.
 - b. Apply *Conprime asphalt primer to flashing and scraped/spudded roof surface and let dry.
 - c. Apply Roofing Mastic to base of flashing per manufacturer's specifications and press in place. Nail aluminum base through raised surface of outer ring, 10 inches on center.
(First Ply/Base Ply)
 - d. Apply *Conhesive at the rate of 2 gallons per 100 sq. ft. and cover with *MB25 base sheet, starting at vertical surface across the flashing and over roof surface to a point three (2) inches beyond the edge of the flashing.



(Second and Third Ply)

- e. Apply a second ply of *MB25 2" beyond the perimeter of the base ply and continue across roof, terminating at vertical surface, allowing the *MB25 to ooze out slightly onto the vertical surface and above the ply. Apply a third ply of *MB25 2" beyond the perimeter of second ply and continue across roof, terminating at vertical surface and again allow the *MB25 to ooze out slightly onto the vertical surface and above the ply. Both plies to be embedded in *Conhesive at the rate of 2 gallons per 100 sq. ft.
- f. Apply one layer of *MB Cap embedded in *Conhesive at the rate of 2 gallons per 100 sq. ft. starting at the bottom of the vertical surface across the newly installed plies, to a point seven (7) inches away from the flashing edge and allow the *MB25 to ooze out slightly onto the vertical surface and above the ply.
- g. Nail perimeter of cap sheet 4 inches on center. Apply a 3 coarse application over cap sheet edge using roofing mastic and webbing. Float entire cap sheet surface with *Conhesive at the rate of 2 gallons per 100 sq. ft.
- h. Reapply gravel evenly to entire area, stopping at the tubular skylight vertical surface.

3.6 Pitched Roofs: All pitched roof (over 3:12) installations shall be as follows:

- a. Asphalt Shingles: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection.
- b. Tile/Concrete: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection. All tiles shall be saw cut and not "broken to fit".
- c. Metal Shingles/Tiles: Laced into field as existing roof jacks are installed. No caulking will be used as primary water leak protection. All tiles shall be saw cut or sheared and not "broken or bent to fit".



- 3.7 Notification:** Member/contractor must notify the Manor Alterations Department of any broken/damaged roofing materials, before any installation begins. Additional roofing materials may be required for typical installations, due to breakage/damage. Member and contractor are responsible for restoring the roof to its original pre-installation condition, regardless of the amount of replacement required. All materials will match the existing manufacturer and color or approved equal by the Manor Alterations Department.
- 3.8 Final Inspection:** During the final inspection, should the Manor Alterations Department notice damaged/broken roofing materials that appear to be caused by the installer/installation and absent prior notice of damage, the Member/contractor will be responsible for the proper repair(s).
- 3.9 ASBESTOS:** Installations in existing acoustical sprayed ceilings may encounter asbestos. The Member(s) and contractor(s) must meet or exceed requirements of federal, state and local government regarding asbestos removal procedures.

TUBULAR SKYLIGHT INSTALLATION SPECIFICATIONS

(Prepared 7/26/00)
(Revised 9/9/03)

APPLICATIONS

Contractor shall guarantee in writing, watertight integrity of the tubular skylight and related roof area for (5) five years from date of installation, and shall repair, without charge to owner, any such defects.

All alterations to Mutual structures require the issuance of a VMS Mutual Consent for Manor Alteration and VMS Staff inspection.

All roofing work shall be in strict conformance with current building codes and any applicable standard drawings.

No units shall be installed with the edge of the tubular skylight flashing within 12" of any vent, cricket, gravel stop, ridge, valley or vertical structure.



All tubular skylight flashings are required to be min. 8" in height.

All tubular skylight installations require a 2" Turret Extension to conform to Mutual Standards height requirements.

All tubular skylight flashings and related parts to be painted either Flat Black (BUR Roofs); Flat Black or Orange (Tile and Metal Shingle Roofs); Flat Black or Tan (Comp/Shingle Roofs) or to match color scheme of roof.

FLAT ROOFS

Built-Up Roofing

10", 14" and 16" tubular skylights are the only size units approved for installation on BUR roofs in United Mutual.

All BUR tubular skylight flashings are required to have a 2" metal extension turret installed, set in polyurethane sealant, to meet Mutual Standards for height requirements.

- a. Spud back the perimeter around the Spun Aluminum Flashing edge a minimum of 10" and maximum of 14", leaving roof surface smooth and gravel-free for primer and base felt application.
- b. Apply *Celotex Asphalt Primer to Spun Aluminum Flashing and scraped/spudded roof surface and let dry.
- c. Apply Roofing Mastic to base of Spun Aluminum Flashing per manufacturer's specifications and press in place. Nail aluminum base through raised surface of outer ring 10" on center with 1-1/4" e.g. galvanized roofing nails.
- .
(First Ply/Base Ply)
- d. Apply *S.I.S. Roof Adhesive (Cold Application) at the rate of 2 gallons per 100 sq. ft. and cover with * VaporBar GB #25 Base Sheet, starting at tubular skylight vertical surface across the flashing and over roof surface to a point 2" beyond the edge of the flashing.



(Second and Third Ply)

- e. Apply a second ply of *Celo-Glass IV 2" beyond the perimeter of the base ply and continue across roof, terminating at tubular skylight vertical surface, allowing the *S.I.S. Roof Adhesive to ooze out slightly onto the vertical surface and above the ply. Apply a third ply of *Celo-Glass IV 2" beyond the perimeter of second ply and continue across roof, terminating at vertical surface and again allow the *S.I.S Roof Adhesive to ooze out slightly onto the vertical surface and above the ply. Both plies to be embedded in *S.I.S. Roof Adhesive at the rate of 2 gallons per 100 sq. ft.
- f. Apply one layer of *Celo-glass Cap Sheet embedded in *S.I.S. Roof Adhesive at the rate of 2 gallons per 100 sq. ft. starting at the bottom of the tubular skylight vertical surface across the newly installed plies, to a point 8" away from the flashing edge and allow the *S.I.S. Roof Adhesive to ooze out slightly onto the vertical surface and above the ply.
- g. Apply a 3 course application (mastic/webbing/mastic) over cap sheet edge using roofing mastic and webbing.

3 Story Buildings

~~Installation of tubular skylights on all three-story buildings are to follow Mutual Standards for **Built-Up Roofing** with the following changes:~~

- ~~a. — Install a (1) one-layer 5/8" type X drywall chase around the reflective tube. Drywall chase to be inclusive of attic area and to start from drywall ceiling and terminate at plywood roof sheathing. Each end and all incisions into the drywall chase to be filled with drywall compound.~~
- ~~b. — An "In-Progress" inspection by VMS Staff is required for all tubular skylights installed in 3 Story buildings.~~



PITCHED ROOFS

Asphalt Composition Shingles

10" and 14" tubular skylights are the only size units approved for installation on pitched Composition Shingle roofs in United Mutual.

- a. **Pitched Metal Flashing:** The powder coated black epoxy based finish applied over a 0.032 in. thick aluminized steel stamped seamless flashing with 32 total added rigid ribs and 8 pre-punched fastener holes shall be laced into existing Asphalt Composition Shingles as existing roof jacks are installed.
- b. **Metal Turret Extension:** Shall be installed onto Pitched Metal Flashings with a polyurethane sealant and screwed into flashing with (4) #8x1/2 philips-head, self-tapping stainless steel screws.
- c. **Turret Shroud:** Shall be installed onto Pitched Metal Flashing and Turret Extension.
- d. No caulking will be used as primary water leak protection.

Concrete & Clay Tile

10" tubular skylights are the only size units approved for installation on all tile roofs in United Mutual.

- a. **Counterbase Flashing:** injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.
 - 1. Monier concrete tiles over space sheathing and/or plywood with no underlayment do not require the



installation of a Counterbase Flashing.

- b. **Secondary Flashing:** Polypropylene (Tile Retro Kit for 10" Solatubes) or .060 inch thick A93003 aluminum secondary pre-formed flashing shall be installed over Counterbase Flashing.
- c. **Polypropylene Turret Extension:** shall be installed onto Secondary Flashing with a polyurethane sealant and screwed into flashing with (4) #8x1/2" philip head, self-tapping stainless steel screws.
- d. **Turret Shroud:** shall be installed onto Secondary Flashing and Turret Extension.
- e. No caulking will be used as primary water leak protection.
- f. All tiles shall be saw cut and not "broken to fit".

Metal Shingles

10" tubular skylights are the only size units approved for installation on all tile roofs in United Mutual. Single flashing permitted only on metal shingle roofs.

- a. **Counterbase Flashing:** injected molded polypropylene CC2 classified, 30% mica filled .125 inch thick mold tech pattern MT11365 finish base flashing shall be installed between rafters and be laced into existing underlayment as existing roof jacks are installed.
- b. **Polypropylene Turret Extension:** shall be installed onto Counterbase Flashing with a polyurethane sealant and screwed into flashing with (4) #8x1/2" philipphilips head, self-tapping stainless steel screws.
- c. **Turret Shroud:** shall be installed onto Flashing and Turret Extension.
- d. All tiles shall be saw-cut or sheared and not "broken or bent" to fit.



Notification: Member/contractor must notify the ~~Manor~~ Alterations ~~Department~~Division of any broken/damaged roofing materials, before any installation begins. Additional roofing materials may be required for typical installations, due to breakage/damage. Member and contractor are responsible for restoring the roof to its original pre-installation condition, regardless of the amount of replacement required. All materials will match the existing manufacturer and color or approved equal as determined by the ~~Manor~~ Alterations ~~Department~~Division.

Final Inspection: During the final inspection, should the ~~Alterations Division~~Manor Alterations Department Inspector notice damaged/broken roofing materials that appear to ~~him~~ to be caused by the installer/installation and absent prior notice of damage, the Member/contractor will be responsible for the proper repair(s).

ASBESTOS: Installations in existing acoustical sprayed ceilings may encounter asbestos. The Member(s) and contractor(s) must meet or exceed requirements of federal, state and local government regarding asbestos removal procedures.

*** Product references, such as Conglas products, may be substituted for by equal or better product. All substituted products require approval from the Alterations Division.**

Alteration Fee Schedule

(Existing)



Mutual Consent for Alteration(s) Fee Schedule

For Items not listed, please check with Alterations Department **949-597-4616**

alterations@vmsinc.org

Go to www.lagunawoodsvillage.com for Mutual Standards and Standard Plans

All items require **HOA** Mutual Consent for Manor Alteration; City Permit Required as Shown

All construction, with a value of \$500 or greater, will be subject to a refundable \$250 Conformance Deposit

MUTUAL CONSENT PROCESSING FEE	
Alteration Type	City Permit Required
Acoustic Ceiling Removal	Yes
Awnings (<i>standard, less than 54"</i>)	No
Awnings (<i>powered</i>)	Yes
Air Conditioner (<i>through the wall</i>)	Yes
Air Conditioner Central (<i>replacement</i>)	Yes
Balcony Modesty Panels	No
Bath Tub Replacement	Yes
Block Walls (<i>under 4 feet high</i>)	No
Block Walls (<i>over 4 feet high</i>)	Yes
Planter Wall	No
Dishwasher	Yes
Doors Revisions (<i>Exterior</i>)	Yes
Electrical	Yes
Exhaust Fan	Yes
Fences & Gates	No
Floor Coverings-exterior	No
Flooring (Vinyl)	Yes
Gutters & Downspouts	Yes
Heat Pumps (<i>Through the wall</i>)	Yes
Metal Drop Shades	No
Modesty Panels	No
Patio Slab Revision	No
Patio Wall Revision	No
Plumbing (Minor)	No
Plumbing (New or Relocation)	Yes
Shower to Shower	Yes
Sliding Glass Door (<i>retrofit</i>)	Yes
Soft Water System	Yes
Soft Water System	
<i>If connected to Water Heater</i>	Yes
Storage Cabinets (<i>Carport</i>)	No
Shades Roll-up	No
Tub to Shower	Yes
Washer and Dryer	Yes
Water Heater Relocation	Yes
Windows (<i>retrofit</i>)	Yes

ALTERATION FEES BASED ON VALUATION			
Alteration Type			City Permit Required
Bathroom Addition, Split			Yes
Central Heating & Air-new			Yes
Covers (<i>atrium, balcony, patio</i>) <i>Replace or New</i>			Yes
Doors (New)			Yes
Sliding Glass Doors-New			Yes
French Doors (New)			Yes
Man Doors (New)			Yes
Enclosures Atrium/Balcony/Patio			Yes
Garden Room/ Solarium			Yes
Room Addition			Yes
Skylights			Yes
Solatubes			Yes
Solar Panels			Yes
Wall Revisions			Yes
Windows (<i>New Construction</i>)			Yes
Unauthorized Alteration Fee			\$300
\$150 VARIANCE PROCESSING FEE			
INSPECTION FEES			
ESTIMATED VALUE OF ALTERATION			FEE
\$750 or Less			\$35
\$751	To	\$1,000	\$49
\$1,001	To	\$1,250	\$63
\$1,251	To	\$1,500	\$77
\$1,501	To	\$1,750	\$91
\$1,751	To	\$2,000	\$105
\$2,001	To	\$2,500	\$126
\$2,501	To	\$3,000	\$154
\$3,001	To	\$4,000	\$196
\$4,001	To	\$5,000	\$252
\$5,001	To	\$6,000	\$308
Over \$6,000			\$392

ATTACHMENT 2

2018 Existing Fee Schedule		
VALUATION	FEE	% of Mean
Under 750	\$35	n/a
751 to 1000	\$49	5.6%
1001 to 1250	\$63	5.6%
1251 to 1500	\$77	5.6%
1501 to 1750	\$91	5.6%
1750 to 2000	\$105	5.6%
2001 to 2500	\$126	5.6%
2501 to 3000	\$154	5.6%
3001 to 4000	\$196	5.6%
4001 to 5000	\$252	5.6%
5001 to 6000	\$308	5.6%
Over 6000	\$392	n/a

Average \$154

Proposed Inspection Fee Schedule			
VALUATION		FEE	% of Mean
Under	\$750	\$50	
\$751	\$2,000	\$77	5.6%
\$2,001	\$4,000	\$168	5.6%
\$4,001	\$6,000	\$280	5.6%
\$6,001	\$8,000	\$392	5.6%
\$8,001	\$10,000	\$504	5.6%
Above	\$10,001	\$700	n/a

Average \$310

ATTACHMENT 3

Proposed Processing Fee Increase Analyses								
Proposed \$15.00 Increase	Mutual Consent Processing Fee	Avg. # Annual Mutual Consent Applications	Projected # Annual Demo Permits	Total	Proposed \$50 Increase	Processing Fee	Avg. # Annual Variance Applications	Total
Current	\$35	2032	355	\$83,531.00	Current	\$150.00	70	\$ 10,500
Proposed	\$50	2032	578	\$130,494.72	Proposed	\$150.00	70	\$ 10,500
Sub-Total Revenue Increase				\$46,963.72	Sub-Total Revenue Increase			\$ -

	Avg. Inspection Fee	Estimated Avg # Inspection Fees Charged	Total Inspection Fee Revenue
Current Average Inspection Fee	\$215	488	\$ 126,737
Proposed Average Inspection Fee	\$310	488	\$ 151,234

2018 Total Estimated Revenue	\$	220,768
2018 Total Estimated Administrative Costs	\$	414,428
2018 Net Expense	\$	(193,660)
2019 Total Estimated Proposed Revenue	\$	292,229
2019 Total Estimated Administrative Costs	\$	423,133
2019 Net Expense	\$	(130,904)
Total Projected Revenue Increase	\$	71,461
Revenue Increase		32%
Administrative Cost Increase		\$8,705.55
		2.1%

ATTACHMENT 4



Laguna Woods Village®

Alteration Fee Schedule

(PROPOSED)

Mutual Consent for alteration(s) fee schedule

For items not listed, please call the Alterations Department at 949-597-4616

alterations@vmsinc.org

Visit www.lagunawoodsvillage.com for Mutual Standards and Standard Plans

All items require HOA Mutual Consent for manor alterations; city permit required as shown.

All construction, with a value of \$500 or greater, is subject to a refundable \$250 conformance deposit.

Unauthorized Alteration Fee	\$300
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Variance Processing Fee	\$150
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\$50 alteration processing fee	
Alteration Type	City Permit Required
Acoustic ceiling removal	Yes
Awnings (standard, less than 54")	No
Awnings (powered)	Yes
Air conditioner, central (replacement)	Yes
Bath tub replacement	Yes
Block walls (less than 4 feet high)	No
Block walls (more than 4 feet high)	Yes
Planter wall	No
Dishwasher	Yes
Doors revisions (exterior)	Yes
Electrical	Yes
Exhaust fan	Yes
Fences and gates	No
Floor coverings (exterior)	No
Flooring (vinyl)	Yes
Gutters and downspouts	Yes
Metal drop shades	No
Modesty panels (balcony)	No
Patio slab revision	No
Patio wall revision	No
Plumbing (Minor)	No
Soft water system	Yes
Soft water system (connected to water heater)	Yes
Storage cabinets (carport)	No
Shades (roll-up)	No

Inspection fees based on value	
Alteration Type	City Permit Required
Air conditioner (through the wall)	Yes
Bathroom addition (split)	Yes
Central heating & air (new)	Yes
Covers (atrium, balcony, patio) Replace or New	Yes
Doors (new)	Yes
Enclosures atrium/balcony/patio	Yes
French doors (new)	Yes
Garden room/solarium	Yes
Heat pumps (through the wall)	Yes
Man doors (new)	Yes
Plumbing (new or relocation)	Yes
Room addition	Yes
Shower to shower	Yes
Skylights	Yes
Sliding glass doors (new)	Yes
Sliding glass door (retrofit)	Yes
Solatubes	Yes
Solar panels	Yes
Tub to shower	Yes
Wall revisions	Yes
Washer and dryer	Yes
Water heater (relocation)	Yes
Windows (new construction)	Yes
Windows (retrofit)	Yes

Inspection fee schedule	
Valuation	Fee
Less than \$750	\$50
\$750 to \$2,000	\$77
\$2,001 to \$4,000	\$168
\$4,001 to \$6,000	\$280
\$6,001 to \$8,000	\$392
\$8,001 to \$10,000	\$504
Above \$10,000	\$700

ATTACHMENT 1 (Page 1 of 4)



Private Caregiver Policy

I. Purpose

The purpose of this document is to define the policy of United Laguna Woods Mutual (United) regarding individuals who provide care to Residents.

II. Definitions

For the purposes of this policy:

- a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the activities of daily living, including, without limitation:
 - i. Personal hygiene – bathing/showering, grooming, nail care, and oral care
 - ii. Dressing - the ability to make appropriate clothing decisions and physically dress/undress oneself
 - iii. Eating - the ability to feed oneself, though not necessarily the capability to prepare food
 - iv. Maintaining continence/toileting - both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
 - v. Transferring/Mobility/Ambulating - moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
- b. Instrumental Activities of Daily Living are not necessary for fundamental functioning, but they let an individual live independently in a Community.
 - i. Companionship and mental support
 - ii. Transportation and shopping
 - iii. Preparing meals
 - iv. Managing household
 - v. Managing medications and finances
 - vi. Communicating with others
- c. Application is the form prescribed by United to apply for a Private Caregiver.
- d. Community is Laguna Woods Village.
- e. Community Facilities are defined as the facilities and services operated by the Golden Rain Foundation (GRF).
- f. Community Rules are defined as the Bylaws, Articles of Incorporation, Occupancy Agreement or any rules and regulations of United and of GRF.
- g. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.

- h. A Live-In Private Caregiver is defined as an individual who will stay overnight for more than sixty (60) days in any twelve (12) month period, including individuals who are related to The Resident/Member.
- i. A Live-In Private Caregiver can be a family member, paid or not paid. All rules in the Private Caregiver Policy apply.
- j. Member is a person who has been approved by United as being entitled under the Governing Documents of United to membership in United and has an appurtenant right of membership in GRF.
- k. Private Caregiver, also known as a Home Care Aide or Care Provider, is a person who has been approved by United or authorized designee in writing on the basis of being a provider of primary caregiver support to The Resident. A Private Caregiver is a helper who assists an individual with activities of daily living or non-medical services. Non-medical home care is provided by caregivers. Unlike home health, caregivers are considered “non-clinical” and are not covered by insurance and does not need a physician order.
- l. Private Caregiver services include, but are not limited to, assistance with the following:
 - i. Activities of Daily Living as defined in Section II, a.
 - ii. Instrumental Activities of Daily Living as defined in Section II, b.
- m. An Affiliated Caregiver is a person who is employed by a licensed Home Care Organization/Agency (HCO) who provides homecare services to a Resident(s).
- n. A Private Caregiver is independent and is not employed by a HCO.
- o. In-Home Supportive Service (IHSS) Caregivers are part of the Medi-Cal program and required to adhere to this policy.
- p. Resident is defined as any person who has been approved by the Board of Directors for occupancy.

III. Conditions

- a. Private Caregivers must be approved by the Board or authorized designee in writing prior to commencing support. Special circumstances may be granted.
- b. Private Caregivers must be 18 years old or older.
- c. Private Caregivers must be registered with the California Department of Social Services Home Care Services Bureau.
- d. Private Caregivers must provide a copy of a government issued photo ID with the application.
- e. Private Caregivers must provide a copy of their driver's license, vehicle registration, and proof of vehicle insurance with the application if he/she will be operating a vehicle within Laguna Woods Village.
- f. A Private Caregiver Permit is approved for a period of up to one year. Residents are required to re-apply for approval.
- g. The total number of persons residing in a unit shall not exceed the number of bedrooms, plus one or no more than two persons in a one-bedroom unit; no more than three persons in a two-bedroom unit etc.
- h. Each Private Caregiver shall not have been convicted of a felony or a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats).
- i. The Member is responsible for the conduct of the Private Caregiver and shall ensure that he/she complies with all community rules, regulations, and policies.

- j. Upon approval by the Board or authorized designee, a gate pass shall be issued to the Private Caregiver that will permit gate access into the community. If a gate pass is supplied, it must be displayed on their car dashboard at all times. This pass may include an overnight parking pass when necessary.
- k. The Private Caregiver must wear in clear sight the Laguna Woods Village picture ID at all times.
- l. The Private Caregiver's ID and gate pass may not be transferred or lent to anyone.
- m. The Private Caregiver is authorized to use the Community Facilities only as necessarily incidental to provide support to The Resident.
- n. Part-time Private Caregivers may only use the laundry facilities for The Resident's use. Live-In Private Caregivers may use the laundry facilities for their limited personal use and The Resident's use.
- o. The Live-In Private Caregiver requires written permission from the Board of Directors to remain in the unit without The Resident only if both of the following are applicable:
 - i. The Resident is absent from the unit due to hospitalization or other necessary medical treatment and expects to return to the unit within 90 days from the date the absence began; and
 - ii. The Resident submits a written request desiring the Live-In Private Caregiver be allowed to remain in order to be present when The Resident returns to reside in the unit. [Civil Code §51.11.b.7]
- p. Private Caregivers are not permitted to bring family members, pets or guests into the Community. The sole purpose of the Private Caregiver is to provide care for The Resident.
- q. The Resident must surrender the Private Caregiver ID and vehicle pass to the Resident Services Department at the conclusion of the care service or be subject to charges.
- r. The Private Caregiver shall meet all applicable GRF requirements relating to operating a motor vehicle within the community.
- s. All Caregivers employed by a licensed Home Care Organization/Agency (HCO) are required to obtain a business pass.
- t. A person living in the residence to provide short term care must obtain a sixty (60) day Caregiver pass. Any person providing care beyond sixty (60) days must adhere to the Private Caregiver Policy.
- u. If applicant employs an In Home Supportive Services (IHSS) Caregiver and receives any correspondence related to ineligibility or violations that have occurred involving Caregiver, the applicant must notify the Resident Services Department immediately.

IV. Enforcement

United is authorized to take disciplinary action against a Member whose is found in violation of the Private Caregiver Policy. When a violation occurs, the Board of Directors is obligated to evaluate and impose, if appropriate, Member-discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member is entirely responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community.

- a. The Member and Private Caregiver must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
- b. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.

V. Procedures

- a. The Resident must complete and submit "Application for Private Caregiver Permit" for review. The Application is available for download at www.lagunawoodsvillage.com or upon request from the Resident Services Department.
- b. Application can be submitted to the Resident Services Department located in the Laguna Woods Village Community Center.
- c. Upon receipt of an Application, the Resident Services Department will research whether the Member and/or Private Caregiver has received notices of violations or has any outstanding Charges and Assessments before approval of the application.
- d. The Board or authorized designee will review the application and approve or deny request.
- e. The Resident Services Department will notify The Resident of the results within 10 business days. Special circumstances may be granted.
- f. The Resident Service Department hours of operation are Monday-Friday, 8:00 AM to 5:00 PM, phone number 949-597-4600.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

ATTACHMENT 2 (Page 1 of 2)



Private Caregiver
Application for Permit

☐ UNITED
☐ THIRD

UNIT # _____

Return completed application to: Resident Services Department – 240, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, email: residentservices@vmsinc.org

Resident Information

Name:		<input type="checkbox"/> Member <input type="checkbox"/> Occupant	
Address:			
Telephone:		Cell Phone:	
Email:			
What is the expected schedule of the Private Caregiver? <input type="checkbox"/> Day time only <input type="checkbox"/> Night time only <input type="checkbox"/> 24 Hours – no. of days per week:			
What is the service the Private Caregiver is expected to provide? (check all that apply)			
<input type="checkbox"/> Personal Hygiene (bathing)	<input type="checkbox"/> Companionship & Mental Support		
<input type="checkbox"/> Continence Management	<input type="checkbox"/> Transportation & Shopping		
<input type="checkbox"/> Dressing	<input type="checkbox"/> Preparing Meals		
<input type="checkbox"/> Feeding	<input type="checkbox"/> Managing Household		
<input type="checkbox"/> Ambulating	<input type="checkbox"/> Managing Medications & Finances		
<input type="checkbox"/> Toileting	<input type="checkbox"/> Communicating with others		
Is The Resident an In Home Supportive Services (IHSS) recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list the 7 digit County IHSS case number: _____			

Private Caregiver Information

Name:			
Address:			
Telephone:		Cell Phone:	
Email:			
Driver's License No:		Expiration Date:	
Vehicle Color:	Make:	Model:	License Plate:
Vehicle Insurance Company:		Policy No. Expiration Date:	
Private Caregiver's personal state identification number: Expiration date:			
Has the Private Caregiver been convicted of a felony: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has the Private Caregiver been convicted of a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the Live-In Private Caregiver a family member? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, relationship to The Resident:			

Private Caregiver Permit Agreement

The undersigned acknowledges that the issuance of a Private Caregiver Permit does not constitute approval of the Private Caregiver nor does it represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), Third Laguna Hills Mutual (Third), and the Golden Rain Foundation of Laguna Woods (GRF), all California non-profit mutual benefit corporations, and Village Management Services, Inc. (VMS), a California corporation, and each of their respective directors, officers, employees, and agents. Further, I/we have read and received a copy of the Private Caregiver Policy and agree to wear the ID in clear sight and display the pass at all times while in this Community. I/we also understand that falsification of any information related to this application is subject to disciplinary action.

Resident Signature:

Date:

Member Signature:

Date:

Private Caregiver Signature:

Date:

For Office Use Only

Received By:

SA No.

Requirements: ☐ ID ☐ Gate Pass ☐ Overnight Pass ☐ Other

Will approval cause the unit to exceed the number of occupants permitted? ☐ Yes ☐ No

State status of the Private Caregiver: ☐ Pending ☐ Registered ☐ Other:

Has The Resident received notices of rules violation? ☐ Yes ☐ No

Verified IHSS Caregiver's Form SOC 2271 ☐ Yes ☐ No

Does staff recommend approval of this application? ☐ Yes ☐ No

If, No, state reason:

For Board of Directors or Authorized Designee Use Only

Application **DENIED**

The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is **denied**.

Signature:

Signature:

Signature:

Application **APPROVED**

The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is **approved**.

Signature:

Signature:

Signature:

For Office Use Only

Resident Notified By:

Date: ☐ SA No. Updated/Closed ☐ Documents Scanned



ATTACHMENT 3 (Page 1 of 1)

Private Caregiver Instructions and Checklist For Hiring

☐ UNITED
☐ THIRD
UNIT # _____

The Board of Directors adopted a Private Caregiver Policy to reasonably address caregivers who provide care for Residents. **Every Private Caregiver Application For Permit must be approved in writing prior to commencing support.** Please follow this checklist to ensure a smooth and efficient process.

Omission of any required items will result in delay or denial of the Private Caregiver Permit.

1. Review the Private Caregiver Policy and Submit the Required Paperwork.

- ☐ Register the Private Caregiver with the California Department of Social Services and complete the Live Scan requirements which include Background Check and Fingerprinting;
- ☐ Complete the "Application for Private Caregiver Permit";
- ☐ Provide a copy of the Private Caregiver's state issued Driver's License or ID;
- ☐ Submit "Private Caregiver Application" to the Resident Services Department.

2. Documentation Review

The Board of Directors or authorized designee will review the submitted documentation for approval or denial. The Resident Services Department will notify The Resident of the outcome within 10 business days.

- a. If approved, the Private Caregiver will be issued an ID which must be worn in clear sight at all times and obtain a Gate Pass which may include an overnight parking pass.
- b. If denied, the Shareholder/Member and Private Caregiver will be notified by the Resident Services Department.

Important information

- ☐ All documents must be received by the Resident Services Department before the application can be processed;
- ☐ The Private Caregiver cannot commence work until a Permit is obtained. Special circumstances may be granted;
- ☐ Only completed applications with the required paperwork will be reviewed;
- ☐ The Private Caregiver must be registered with the California Department of Social Services Home Care Services Bureau;
- ☐ The Private Caregiver Permit is approved for a period of up to one year and must be renewed annually;
- ☐ The Resident Services Department must be informed in writing of any deviations from an approved Private Caregiver Permit;
- ☐ Shareholder/Member is responsible for ensuring that rules, regulations, and policies are followed by anyone you allow into the Community;
- ☐ Failure to abide by the rules, regulations, and policies may result in disciplinary action including monetary fines, suspension of Shareholder/Member privileges, and/or legal action.

Attachments:

Private Caregiver Application
Private Caregiver Policy
Frequently Asked Questions

 <p>Laguna Woods Village®</p>	<h2>Private Caregiver Policy Frequently Asked Questions</h2>
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1. Who is a Private Caregiver?

A Private Caregiver also known as a Home Care Aide or Care Provider, is a person who has been approved by Third Laguna Hills Mutual (Third) or United Laguna Woods Mutual (United) or authorized designee in writing on the basis of being a provider of primary caregiver support to the Resident. Private Caregiver services include, but are not limited to, assistance with the following:

- i. Activities of Daily Living as defined in Section II, a. of the Private Caregiver Policy.
- ii. Instrumental Activities of Daily Living as defined in Section II, b. of the Private Caregiver Policy

2. What if my Private Caregiver is already registered with the California Department of Social Services (CDSS)?

If your Private Caregiver is already registered with the CDSS you will need to provide proof of registration, with expiration date, along with the completed *Private Caregiver Application* to the Resident Services Department.

3. How does a Private Caregiver get registered with the CDSS?

The Private Caregiver can apply as a Home Care Aide by visiting the CDSS website <http://www.cdss.ca.gov/inforesources>:

- a. Select Home Care Services listed under Community Care Licensing.
- b. Scroll down to Quick Links and select Home Care Aide Application Process.

If you have questions, please phone California Department of Social Services, Home Care Service Bureau at 877-424-5778.

4. How does a Private Caregiver get a background check?

Complete the request for Live Scan fingerprinting service, form LIC 9163. Take form to a Live Scan location for processing. A criminal background check will be performed and the results will be electronically sent to the CDSS.

5. What are the costs to get registered?

The CDSS currently charges a registration fee of \$35. Other fees involved are Live Scan fingerprinting and Government criminal history background checks. The Live Scan fingerprinting operator's fee will vary depending on location of your choice and can run from \$10 up to \$35. Government fees for state and federal background checks for Private Caregivers will cost \$49. Costs are subject to change.

6. Who pays the registration costs?

That is held to The Resident's discretion. You can pay the Private Caregiver's registration fees or require the Private Caregiver that you hire pay his/her own registration fees.

7. When did the mandate take place?

The new policy began March 1, 2017.

8. Why do I have to obtain a Private Caregiver Permit?

The Boards of Directors recognized a need to provide a systematic, fair, and reasonable manner to address individuals who provide care to the residents.

9. Who is expected to abide by the amended Private Caregiver Policy?

All residents who hire a Private Caregiver must abide by the amended policy. Residents with existing Private Caregivers must abide by the amended policy when their current permit expires.

10. How do I find out when my current permit is up for renewal?

By calling the Resident Services Department at 949-597-4600. Any customer service representative can assist you.

11. Are there any exemptions or exceptions to the Policy?

There is no set list of exemptions. If there are “special circumstances” which the Shareholder/Member would like to have taken into account, the Shareholder/Member may file this request in writing stating why they cannot abide by the policy. This Statement will be reviewed by the Board for consideration.

12. How can I file an exception/exemption to the Policy?

Shareholder/Members may file for an exception/exemption by submitting a written request to the Resident Services Department located on the first floor of the Community Center.

13. What if I hire a Caregiver from a licensed agency?

Caregivers from a licensed agency are exempt from this process because agencies are required by law to do background checks on all their caregivers. Agencies are required to obtain a business pass.

14. Who is an In Home Supportive Services (IHSS) recipient?

The IHSS Program provides in-home assistance to eligible aged, blind, and disabled individuals as an alternative to out-of-home care. The IHSS Program enables recipients to remain safely in their own homes.

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 all 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

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 be due and payable earlier than thirty (30) days after the 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

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 pre-lien 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,

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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**United Laguna Woods Mutual
Village Management Services, Inc., Agent
24351 El Toro Road
Laguna Woods, California 92637**

DELINQUENT ASSESSMENT – PAYMENT PLAN AGREEMENT

Current Form

**Manor No.:
Assessment Delinquency:**

Subject: ASSESSMENT DELINQUENCY

The undersigned hereby acknowledges the assessment delinquency shown above. He or she also acknowledges the rights of United Laguna Woods Mutual (the Mutual) to collect such assessments, together with accrued late charges, interest and collection costs, in accordance with the laws of the State of California and the governing documents of the Mutual.

The following reflects the standards that have been adopted by the Board of Directors.
The undersigned agrees to repay the delinquency debt according to the following plan:

- ☐ The delinquent balance will be paid off in its entirety within _____ months. To achieve this, extra monthly payments will be made in the amount of \$_____. **These payments will be in addition to the regular monthly assessment.** Extra payments will commence on _____ and be made on or before the first of each successive month until the delinquency and accrued late charges are paid in full.
- ☐ Payment in full of the delinquent amount will be made in a lump sum on or before _____. **This payment will be in addition to the regular monthly assessment.**
- ☐ The undersigned states that the manor is presently for sale, and will present a copy of the executed listing agreement in conjunction with this agreement. If the listing agreement expires before the manor is sold, a new executed listing agreement must be presented. The total term of all listing agreements shall not exceed one year from the date of the subject delinquency. Payment in full of the delinquent amount will be made from the proceeds of sale of the manor, through escrow. Further, undersigned understands and agrees that accrued fees, charges and legal collection costs will be collected through escrow.
- ☐ Member's payment plan proposal that is in accordance with the standards for payment plans adopted by the Mutual:

This will be in addition to the regular monthly assessment.

The undersigned understands that late charges and fees will continue to accrue, in accordance with the Collection and Lien Enforcement Policy of the Mutual, until the delinquency is paid in full. Also, the undersigned understands that the Mutual reserves the right to pursue all available legal means to collect the sums due if the terms of this agreement are breached. Similarly, the undersigned understands that he or she has the right to meet with the Board of Directors of the Mutual to discuss a reasonable alternative payment plan option (see the fourth option above), according to the payment plan standards adopted by the Board of Directors of the Mutual.

Date: _____ Member's Signature _____
Mutual Officer's Signature _____

Return signed form to:
Manor Payment Representative
PO Box 2220
Laguna Woods, CA 92654-2220

Or:
Manor Payment Representative
24351 El Toro Road
Laguna Woods, CA 92637

Phone: (949) 597-4221 **Fax:** (949) 472-4154

Manor Number: _____

Member Name: _____ Driver License # _____

The undersigned hereby acknowledges the rights of United Laguna Woods Mutual (the Mutual) to collect assessments, together with accrued late charges, interest and collection fees and costs, in accordance with the laws of the State of California and the governing documents of the Mutual. The following reflects the standards that have been adopted by the Board of Directors. Refer to the Payment Plan Standards For Delinquent Assessment Payments document for more details.

The total amount owed as of [date] is \$ _____, this includes assessments, late charges, interest, and collection fees and costs (the "Delinquent Amount"). The undersigned agrees to repay the Delinquent Amount according to the following plan:

Check One:

- ☐ **INSTALLMENTS:** The Delinquent Amount will be paid off in its entirety within _____ months. To achieve this, extra monthly payments will be made in the amount of \$ _____. **These payments will be in addition to the regular monthly assessment, which may come due during the term of the payment plan and the administrative fee described below.** Extra payments will commence on _____ and be made on or before the first of each successive month until the delinquency and accrued late charges are paid in full. With this standard payment option, the undersigned is also required to submit a completed financial statement form (enclosed) as well as a copy of pages one and two of the two most recent federal tax returns, which may be redacted to protect private and confidential information
- ☐ **LUMP SUM:** Payment in full of the Delinquent Amount will be made in a lump sum on or before _____. **This payment will be in addition to the regular monthly assessment, which may come due prior to receipt of the lump sum payment.**
- ☐ **ESCROW:** The undersigned states that the manor is presently for sale, and will present a copy of the executed listing agreement in conjunction with this agreement. If the listing agreement expires before the manor is sold, a new executed listing agreement must be presented. The total term of the payment plan under this option cannot exceed 90 days. Payment in full of the Delinquent Amount will be made from the proceeds of sale of the manor, through escrow. Further, the undersigned understands and agrees that accrued fees, charges and legal collection costs will be collected through escrow. This option allows a request for review by the Board of Directors for an extension, in the event escrow does not close.
- ☐ **OTHER:** The undersigned's payment plan proposal that is in accordance with the standards for payment plans adopted by the Mutual, attached hereto and incorporated herein by reference thereto as Exhibit A. **Payments contemplated in the undersigned's payment plan are in addition to the regular monthly assessment, which may come due during the term of the payment plan and the administrative fee described below.**

Initial All:

- ☐ The undersigned understands that interest will accrue at the rate of 12% per annum, in accordance with the Collection and Lien Enforcement Policy of the Mutual, until the delinquency is paid in full. In addition, the undersigned shall pay a one-time administrative setup fee of \$50.00 due upon approval of this agreement. The undersigned will be responsible for all attorneys' fees, costs, interest, late charges and assessments incurred before this agreement and the undersigned's assessment account will be deemed "paid in full."
- ☐ The undersigned understands that the Mutual will pursue all available legal means to collect the sums due on the manor including, but not limited to recording of a lien for an additional cost of a minimum of \$625, which will be added to the Delinquent Amount. If a payment is not received by the due date stated, the Mutual shall, without any further notice to the undersigned, have the power and authority to pursue any and all collection remedies against the undersigned and/or the undersigned's property, including but not limited to non-judicial foreclosure, judicial foreclosure, any remedies available, and a lawsuit for purposes of securing a money judgment. The undersigned knowingly and voluntarily waives any and all claims against the Mutual and its agents and attorneys, and the undersigned waives any and all defenses available related to or arising out of this matter, the amounts as set forth in this agreement, and any other obligation stated herein.
- ☐ The undersigned understands that he or she has the right to meet with the Board of Directors of the Mutual to discuss a reasonable alternative payment plan option (see "Other" above), according to the payment plan standards adopted by the Board of Directors of the Mutual.

Undersigned/Member Name: _____ Signature: _____ Date: _____

Mutual Officer Signature: _____ Date: _____

Return signed form by mail to:

Assessment Payment Representative
PO Box 2220
Laguna Woods, CA 92654-2220

Or deliver in person to:

Assessment Payment Representative
24351 El Toro Road
Laguna Woods, CA 92637
Phone: (949) 597-4221 Fax: (949) 472-4154

RESOLUTION 01-19-XX

Approval of Removal of One White Mulberry Tree and Replacement at Member's Expense – 612-C

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 February 14, 2019, the Landscape Committee reviewed a request to remove one White Mulberry Tree. The request was received from the Member at 612-C, who cited the reasons of litter and debris, overgrown, and potential slip and fall from wet leaves; and

WHEREAS, on February 14, 2019, the Landscape Committee recommended to approve the removal of one White Mulberry tree located at 612-C Avenida Sevilla due to visible signs of decay and interference with a neighboring tree and to replace it at the Member's expense;

NOW THEREFORE BE IT RESOLVED, March 12, 2019, the Board of Directors approves the request for the removal of one White Mulberry tree and to replace it at the expense of the Member at 612-C, 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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RESOLUTION 01-19-XX

Denial of Removal of One Canary Island Pine – 598-D

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 February 14, 2019, the Landscape Committee reviewed a request to remove one Canary Island Pine tree. The request was received from the Member at 598-D, who cited the reasons of litter and debris, structural damage, sewer damage, overgrown, poor condition, and the tree is leaning toward the unit;

WHEREAS, the Committee recommended to deny the removal of one Canary Island Pine tree located at 598-D Avenida Majorca due to no visible decay, pests, or trunk damage nor any damage to sidewalk or unit;

NOW THEREFORE BE IT RESOLVED, March 12, 2019, the Board of Directors denies the request for the removal of one Canary Island Pine tree at 598-D, 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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RESOLUTION 01-19-XX

Approval of Removal of One Canary Island Pine – 599-E

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 February 14, 2019, the Landscape Committee reviewed a request to remove two Canary Island Pine trees. The request was received from the Member at 599-E, who cited the reasons of; litter and debris, overgrowth, structural damage, possible sewer damage, and seasonal pollen;

WHEREAS, the Committee recommended to approve the request to remove only one of the two Canary Island Pine trees located at 599-E Avenida Majorca to allow the remaining trees to fill out properly, reduce the amount of needle drops, and increase sunlight to the surrounding turf or shrub bed areas;

NOW THEREFORE BE IT RESOLVED, March 12, 2019, the Board of Directors approves the request for the removal of one Canary Island Pine tree at 599-E, 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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RESOLUTION 01-19-XX

Recording of a Lien

WHEREAS, Member ID 947-413-50; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

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

NOW THEREFORE BE IT RESOLVED, March 12, 2019, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-413-50 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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BOARD OF DIRECTORS RESOLUTION TO RECORD LIEN
California Civil Code § 5673

Association: **United Laguna Woods Mutual** (the “HOA”)

Owners: **342 Avenida Sevilla Unit A, Laguna Woods, CA 92637** (collectively, “Owners”)

Assessor’s Parcel Number of Property: **947-413-50** (“APN”)

WHEREAS, the Board of Directors (“Board”) has found the Owner of Property listed above is delinquent in paying regular and/or special assessments and currently owes \$2,145.86 in assessments, late charges, and interest and is more than 2 months delinquent in making their payments.

WHEREAS, the Board, in compliance with the current Association collection policy, is resolving to turn the owner over for collection and lien the Property as a result of non- payment of delinquent assessments.

WHEREAS, the Board hereby certifies that the following has occurred in compliance with California Civil Code section 5673:

- The Board itself has voted on the subject of this resolution and did not delegate voting to any agent of the HOA.
- The vote occurred in an open meeting of the Board at which a quorum was present, consisting of ___ out of ___ Board members.
- A majority those Board members present constituting a quorum has voted in favor of recording a lien for delinquent assessments on the property described above.
Total votes: ___ Votes in favor: ___ Votes opposed: ___
- A copy of this resolution must be attached and made part of the Board’s meeting minutes.

IT IS HEREBY RESOLVED THAT, the Board has adopted this Resolution and that it is signed by a member of the Board vested with the authority to do so.

ADOPTED BY:

Signature of Authorized Board Member

(Please Print Your Name)

Title: _____ Date: _____

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STAFF REPORT

DATE: March 12, 2019
FOR: Board of Directors
SUBJECT: Laguna Hills Memorial Day Half Marathon 10K and 5K

RECOMMENDATION

The Recreation and Special Events Department recommends that United Laguna Woods Mutual host a portion of the Laguna Hills Memorial Day Half Marathon, 10K and 5K event scheduled for Monday, May 27, 2019.

BACKGROUND

For the past 20 years, Laguna Woods Village has hosted a portion of the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K event. The race is collaboration among Saddleback Medical Center, the City of Laguna Hills, Golden Rain Foundation and Laguna Woods Village. The City of Laguna Hills created the 5k event in 1994. The event is scheduled for May 27, 2019, and is expected to draw nearly 8,000 runners and spectators.

DISCUSSION

The City of Laguna Hills has once again requested that United Laguna Woods Mutual allow a portion of the course to traverse the Village. Please see the request letter from the City of Laguna Hills (Attachment 1) for more information on the race.

If approved by United Laguna Woods Mutual and the Golden Rain Foundation, , the course would begin on Calle de La Louisa, and enter the Village by way of Gate 2, traverse around Via Estrada, to Calle Aragon, to Avenida Sevilla, to Avenida Majorca and back to Via Estrada and back out Gate 2 (Attachment 2). On March 5, 2019, the Golden Rain Foundation approved the hosting of the Laguna Hills Memorial Day Half Marathon, 10K and 5K event.

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

Signs would be placed along the course a week in advance of the event, advising residents that no driving would be allowed during the race and no parking would be allowed on the race course between 5:30 and 8:30 a.m. on race day. In addition, Staff would include the notice in the "What's Up in the Village" weekly blast on May 17 and 24, 2019 and in the Laguna Woods Globe.

FINANCIAL ANALYSIS

None

Prepared By: Brian Gruner, Recreation and Special Events Director

Reviewed By: Siobhan Foster, Chief Operating Officer

Eileen Paulin, Marketing and Communications Manager

ATTACHMENT(S)

Attachment 1: Request Letter from the City of Laguna Hills

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



Brian Gruner
Director of Recreation
Laguna Woods Village
24351 El Toro Road
Laguna Woods, CA. 92637

Dear Mr. Gruner:

For the past twenty years, both avid runners and community members have enjoyed the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion event over the Memorial Day weekend. The community event has been successful for many reasons, primarily due to the collaboration between the hospital, the City of Laguna Hills, and the Golden Rain Foundation and Laguna Woods Village, who created the 5k event in 1994. The event is scheduled for Monday May 27, 2019, and is once again expected to draw nearly 8,000 runners and spectators.

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

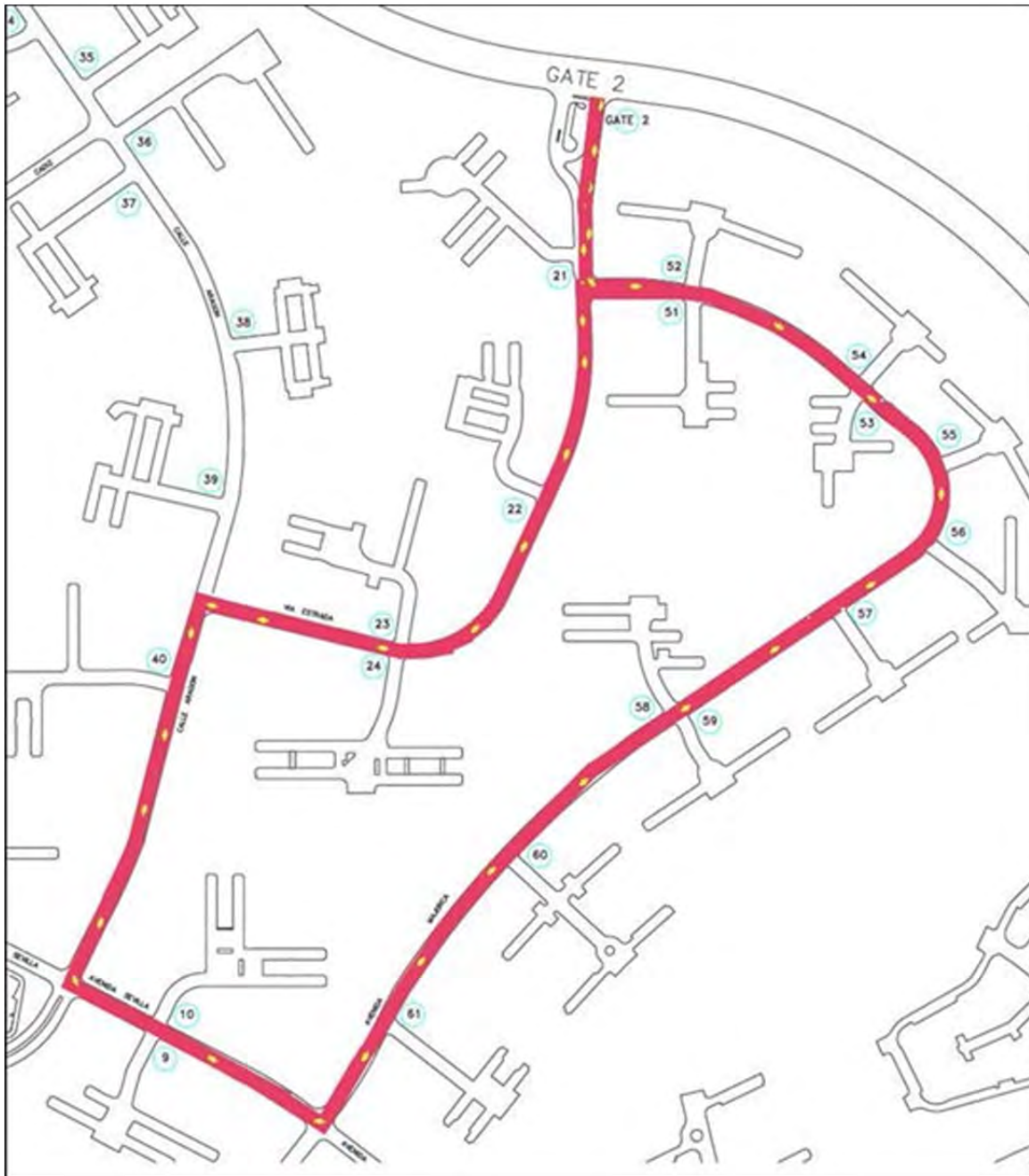
The generosity of the Golden Rain Foundation and Laguna Woods Village has contributed to the event's success for nineteen years. Many of the participants consider the loop through the village to be the highlight of the course. A booth will be provided to Laguna Woods Village in the event expo, along with other promotional opportunities. We look forward to celebrating the 20 year anniversary of the event, and to working with the Golden Rain Foundation and Laguna Woods Village staff.

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

Sincerely,

Dan Meehan
City of Laguna Hills

**Attachment 2-Laguna Hills Half Marathon, 10K and 5K Course Map
(Laguna Woods Village)**



Resolution 01-19-24
Additional Funding for Full Reserve Study

WHEREAS, at the November 27, 2018 United Finance Committee meeting, Staff reviewed methodologies used to prepare the current reserve study and recommended retaining a reserve specialist to prepare a full reserve study with a draft available for upcoming budget meetings that start in the second quarter of 2019;

WHEREAS, on December 11, 2018, the Board of Directors approved via resolution 01-18-120 a supplemental appropriation of \$40,000 to perform a Full Reserve Study for use in the 2020 business planning process; and

WHEREAS, on February 21, 2019, the Board reviewed three proposals and conducted vendor interviews, making a request for additional information to assist in their decision.

NOW THEREFORE BE IT RESOLVED, on February 28, 2019 that the Board of Directors of this Corporation awards a contract to Association Reserves to provide labor and materials required to perform a Level 2 Reserve Study at a cost of \$50,000, and authorizes a supplemental appropriation in the amount of \$10,000 to be funded from the Replacement Reserve Fund to be used in addition to the \$40,000 appropriated by Resolution 01-18-120.

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

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Resolution 01-19-xx

United Laguna Woods Mutual Committee Appointments

RESOLVED, March 12, 2019, that the following persons are hereby appointed to serve the Corporation in the following capacities:

Architectural Control and Standards Committee

Cash Achrekar, Chair

Reza Bastani

Gary Morrison

Carl Randazzo

Non-Voting Advisors: Michael Mehrain, Kay Anderson, Janey Dorrell

Communications Committee

Maggie Blackwell, Chair

Elsie Addington

~~Reza Bastani~~

Non-Voting Advisors: Vacant (2)

Finance Committee

Gary Morrison, Chair

Sue Margolis

Carl Randazzo

Juanita Skillman

Elsie Addington, ~~Alternate~~

Non-voting Advisors: Vacant (2)

FINANCIAL REVIEW TASK FORCE

Gary Morrison

Elsie Addington

Governing Documents Review Committee

Maggie Blackwell, Chair

Juanita Skillman

Andre Torng

Anthony Liberatore

Non-voting Advisors: Bevan Strom, Mary Stone

Laguna Woods Village Traffic Hearings

Elsie Addington

Cash Achrekar, Alternate

Landscape Committee

Maggie Blackwell, Chair

Manuel Armendariz

Anthony Liberatore
Non-Voting Advisor: Catherine Brians, Vacant (2)

Maintenance and Construction Committee

Carl Randazzo, Chair
Cash Achrekar
Reza Bastani
Sue Margolis
Gary Morrison
Juanita Skillman, Alternate
Non-voting Advisor: Ken Deppe, Walter Ridley, Janey Dorrell

Members Hearing Committee

Cash Achrekar, Chair
Juanita Skillman
Maggie Blackwell
Elsie Addington

New Resident Orientation

Per Rotation List

Resident Advisory Committee

Cash Achrekar, Chair
Anthony Liberatore
Juanita Skillman
Andre Torng
Non-voting Advisors: Kay Anderson, Nancy Lannon

Village Energy Task Force

Sue Margolis
Carl Randazzo
Advisor: Steve Leonard, Sue Stephens

RESOLVED FURTHER Resolution 01-19-16, adopted February 12, 2019, is hereby superseded and canceled.

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



Resolution 01-19-xx
Golden Rain Foundation Committee Appointments

RESOLVED, March 12, 2019, that in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Business Planning

Gary Morrison
Juanita Skillman

Community Activities

Sue Margolis
Andre Torng
Juanita Skillman, Alternate

GRF Finance

Gary Morrison
Juanita Skillman
Carl Randazzo, Alternate

GRF Landscape Committee

Manuel Armendariz
Maggie Blackwell
Anthony Liberatore, Alternate

GRF Maintenance & Construction

~~Gash Achrekar~~
Carl Randazzo
Gary Morrison
Sue Margolis, Alternate

GRF Media and Communications Committee

Maggie Blackwell
Elsie Addington
Juanita Skillman, Alternate

Mobility and Vehicles Committee

Elsie Addington
Andre Tornø
Juanita Skillman, Alternate

PAC Renovation Task Force

Sue Margolis
Carl Randazzo
Juanita Skillman, Alternate

Security and Community Access

Reza Bastani
Anthony Liberatore
Carl Randazzo, Alternate

Disaster Preparedness Task Force

Cash Achrekar
Gary Morrison

Town Hall Meetings

As Needed

RESOLVED FURTHER, that Resolution 01-19-17, adopted February 12, 2019, is hereby superseded and cancelled.

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

<u>Board Members</u> <u>(Rev 3-12-19)</u>	<u>Cash</u> <u>Achrekar</u>	<u>Elsie</u> <u>Addington</u>	<u>Manuel</u> <u>Amendariz</u>	<u>Reza</u> <u>Bastani</u>	<u>Maggie</u> <u>Blackwell</u>	<u>Anthony</u> <u>Liberatore</u>	<u>Sue</u> <u>Margolis</u>	<u>Gary</u> <u>Morrison</u>	<u>Carl</u> <u>Randazzo</u>	<u>Juanita</u> <u>Skillman</u>	<u>Andre</u> <u>Torng</u>
United Committees											
Architectural Control and Standards											
Cash, Carl, Gary, Reza	1			1				1	1		
Communications											
Maggie, Elsie		1			1						
Members Hearing											
Cash, Maggie, Elsie, Juanita	1	1			1					1	
Finance											
Gary, Carl, Sue, Juanita, Elsie		1					1	1	1	1	
Financial Review Task Force											
Gary, Elsie		1						1			
Governing Documents Review											
Maggie, Andre, Juanita, Anthony					1	1				1	1
Landscape											
Maggie, Manuel, Anthony			1		1	1					
Maintenance and Construction											
Carl, Cash, Gary, Sue, Reza, Juanita (Alternate)	1			1			1	1	1	A	
New Resident Orientation											
Per Rotation List											
Village Energy Task Force											
Carl, Sue							1		1		
Laguna Woods Village Traffic Hearings											
Elsie, Cash (Backup)	1	1									
Resident Advisory											
Cash, Juanita, Andre, Anthony	1					1				1	1

<u>Board Members</u> <u>(Rev 3-12-19)</u>	<u>Cash</u> <u>Achrekar</u>	<u>Elsie</u> <u>Addington</u>	<u>Manuel</u> <u>Amendariz</u>	<u>Reza</u> <u>Bastani</u>	<u>Maggie</u> <u>Blackwell</u>	<u>Anthony</u> <u>Liberatore</u>	<u>Sue</u> <u>Margolis</u>	<u>Gary</u> <u>Morrison</u>	<u>Carl</u> <u>Randazzo</u>	<u>Juanita</u> <u>Skillman</u>	<u>Andre</u> <u>Torng</u>
GRF Committees - United Board Members											
Business Planning											
Juanita, Gary								1		1	
Community Activities											
Sue, Andre Juanita (Alternate)							1			A	1
Finance											
Juanita, Gary Carl (Alternate)								1	A	1	
Landscape											
Maggie, Manuel, Anthony (Alternate)			1		1	A					
Maintenance & Construction											
Carl, Gary Sue (Alternate)							A	1	1		
Media and Communications											
Maggie, Elsie, Juanita (Alternate)		1			1					A	
Mobility & Vehicles											
Elsie, Andre Juanita (Alternate)		1								A	1
PAC Task Force											
Carl, Sue, Juanita (Alternate)							1		1	A	
Security and Community Access											
Reza, Anthony Carl (Alternate)				1		1			A		
Disaster Preparedness Task Force											
Cash, Gary	1							1			
Town Hall Meetings											
As Needed											
Total Committee Assignments per director	6	7	2	3	6	4	5	8	6	6	4
Total Alternate Assignments in addition to the above assignments						1A	1A		2A	5A	

Committee Chair Person (Gray Highlighted)



STAFF REPORT

DATE: March 12, 2019
FOR: Board of Directors
SUBJECT: Standard Plan Review Policy

RECOMMENDATION

Approve a resolution to introduce the Alteration Standard Plan Review Policy.

BACKGROUND

On January 17, 2019, the Architectural Controls and Standards Committee (ACSC) reviewed this Policy. The Committee voted to recommend the item for approval by the Board.

The Architectural Controls and Standards Committee (ACSC) reviews many variance requests to accommodate minor differences to previously adopted Standard Plans. The ACSC requested Staff to review the history and typicality of these types of requests and develop an alternative to the lengthy Variance Requests process.

DISCUSSION

Currently, there are 248 Standard Plans available for Members to use for alterations. Most of these plans were approved in the early 1990's. Although the plans were drawn and stamped by a licensed architect, they do not necessarily meet current codes. The plans are used as "guides" for the improvements that are currently acceptable in the Mutual. City officials require new architectural and structural plans for most of the alterations shown on the plans.

Staff reviews numerous requests each year for alterations that can be accomplished by over-the-counter Mutual Consents using previously approved Standard Plans. These alterations include atrium enclosures, small room extensions and bathroom splits. When one of these alterations involves work that differs from the existing Alteration Standard Plans, the alteration would be automatically reviewed as a variance. In an effort to reduce the number of variance requests and reduce the time for alteration approval, the ACSC directed Staff to review previous Variance Requests that involve these types of alterations.

After completing the review, Staff has determined that developing a policy that would enable Staff to approve minor variations from the Standard Plans would be beneficial. Therefore, Staff has developed the Alteration Standard Plan Review Policy (Attachment 1) that would give the discretion to approve minor deviations from the Standard Plans, at the Staff level.

The proposed policy would allow Staff to approve minor, nonstructural changes, such as those necessary for closets, windows, door types, and locations, when reviewing Mutual Consent applications. The policy would restrict Staff from approving changes that affect the structural integrity of the building, affect room usage, create new rooms, or relocate load bearing walls. Those types of alterations would still be required to go through the variance process.

FINANCIAL ANALYSIS

None.

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

Reviewed By: Eve Morton, Alterations Coordinator

ATTACHMENT(S)

Attachment 1: Resolution 01-19-XXX Alteration Standard Plan Review Policy



Attachment 1

Resolution 01-19-XX
Standard Plan Review Policy

WHEREAS, the Village has 248 previously approved Standard Plans available for Members to use for alterations with an over-the-counter Mutual Consent without having to use the variance process or need further Board approval;

WHEREAS, The Architectural Control and Standards Committee (Committee) reviews numerous variance requests from members proposing to make alterations using a previously approved Standard Plan with minor variations;

WHEREAS, current policy requires all variations from a Standard Plan to be reviewed by the Committee;

WHEREAS, the Committee desires to simplify the approval process for alterations and minimize the time for review of these alterations; and

WHEREAS, the Committee directed Staff to create a policy pertaining to minor revisions to Standard plans for Members who are proposing to perform alterations to their units using a previously approved Standard Plan.

NOW THEREFORE BE IT RESOLVED, March 12, 2019, the Board of Directors adopts the Standard Plan Review Policy; and

RESOLVED FURTHER, architectural drawings shall be provided for all revisions to Standard Plans to the Alterations Department office for review and to determine if they meet the intent of this policy, including but not limited to, closets, windows, door style or placement;

RESOLVED FURTHER, Staff shall thoroughly review the submitted drawings. If Staff determines that the proposed alteration does not affect load bearing walls or alter the purpose of rooms as depicted on the Standard Plan, meets the intent of this policy, and conforms to all pertinent alteration policies, Staff may issue a Mutual Consent; and

RESOLVED FURTHER, if Staff determines that the proposed alteration does not meet the intent of this policy and the Member desires to pursue the proposed alteration, Staff shall process the request as a variance for review by the Committee; and

RESOLVED FURTHER, all proposals for revisions that are not considered minor or alter the exterior aesthetics of the Unit shall require Board approval via the variance process; and

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

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STAFF REPORT

DATE: March 12, 2019
FOR: Board of Directors
SUBJECT: Private Caregiver Policy

RECOMMENDATION

Approve the amended Private Caregiver Policy.

BACKGROUND

On October 22 and November 26, 2018, the Governing Documents Review Committee reviewed and discussed the proposed amended policy. The Committee requested additional information and changes to the policy. On January 28, 2019, the United Governing Documents Review Committee had a final review of this Policy. The Committee voted to recommend the item for approval by the Board.

On February 14, 2017, the Board of Directors approved an amended Care Provider Policy to fairly and reasonably address home care aides that provide part-time, long-term, and terminal health services to residents. The amended policy included the following changes: registration with the California Department of Social Services (CDSS), finger printing, background checks, issuance of care provider photo identification (ID) cards and a requirement that care providers be registered for each resident receiving care (Resolution 01-17-28).

Since adoption of the amended policy, Staff has been approached by various residents who shared their concerns and challenges with the new requirements. These included, but were not limited to: the necessity of obtaining a physician's certification when non-medical service was needed; the cost of obtaining background and fingerprint clearance; emergency circumstances and quickly changing medical needs that could not reasonably wait for application processing; and request for licensed agency approval rather than individual caregivers.

The Community Services Division, Resident Service Department, coordinates the Care Provider Process. As of July 31, 2018, fewer than 125 care providers were registered.

DISCUSSION

The purpose of the amendments (Attachment 1) is to address resident concerns and provide efficiencies. The proposed amendments maintain the requirement that all caregivers – whether private or agency employed – satisfy a background check, be fingerprinted and be registered with the CDSS.

Below is a breakdown of the recommended changes and justifications:

1. Clarification of Activities of Daily Living
 - a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the

activities of daily living, including, without limitations:

- i. Personal hygiene – bathing/showering, grooming, nail care, and oral care
 - ii. Dressing - the ability to make appropriate clothing decisions and physically dress/undress oneself
 - iii. Eating - the ability to feed oneself, though not necessarily the capability to prepare food
 - iv. Maintaining continence/toileting - both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
 - v. Transferring/Mobility/Ambulating - moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
- b. Instrumental Activities of Daily Living are not necessary for fundamental functioning, but they let an individual live independently in a Community.
- i. Companionship and mental support
 - ii. Transportation and shopping
 - iii. Preparing meals
 - iv. Managing household
 - v. Managing medications and finances
 - vi. Communicating with others

2. Removal of Physicians Certification

- a. Only needed for medical care. i.e., home health care – physical or occupational therapy, hospice care, in-home supportive services (IHSS), all in-home care requiring insurance billing, etc.
- b. A Physician will never refuse to sign if patient requests it. They would not want to open themselves to liability.
- c. Requires residents to make an appointment with their physician, transport to/from appointment and is a chargeable service (co-pay) for a non-medical service wanted.
- d. Residents requiring medical care at home will be treated by a licensed professional who can present proper identification to gain access to the Community. Typically, these are temporary short-term visits.

3. Family caregiver revision. Do not require a Private Caregiver Application for Permit for a family member(s) or any person(s) who is/are not living in the unit more than 60 days.

- a. Resident doesn't have to pay for services.
- b. Issue a 60 day caregiver gate pass and/or overnight pass. (This would help track how long family member has been in the Community).
- c. Require Private Caregiver Application for family member who lives in the unit more than 60 days in a calendar year.
- d. As a Private Caregiver, this will reduce chances of family members becoming occupants.

4. Home Care Organization/Agency (HCO) exemption

- a. HCO's should be exempt from the process because HCO's have already performed background checks on their employed caregivers.
- b. HCO's caregivers are required to be registered with the CDSS.
- c. HCO's monitor their caregivers and are liable.

- d. Issue a business pass to the HCO to provide to their caregivers.
5. Reduce Board review of all applications. Only submit Private Caregiver Applications to the Board when there are exceptions. If the application meets all requirements, allow Staff approval.
 - a. Reduces turnaround for The Resident and Private Caregiver.
 - b. Reduces the number of staff reports submitted by Resident Services.
 - c. Reduces number of applications reviewed by the Board.
6. Managing access to the Community.
 - a. Private Caregivers will be issued a picture ID card with expiration date. Thirty/sixty days prior to expiration, a letter can be sent to The Resident and/or the Private Caregiver notifying them that their ID is about to expire and needs to be renewed prior to the deadline.
 - b. Require ID's to be worn in plain sight while in the Community.
 - c. Private Caregivers will be issued a "Private Caregivers" gate pass and/or overnight parking pass, if needed.
 - d. Private Caregivers are only approved up to one year.
 - e. No Private Caregiver is allowed access to Village facilities without accompaniment of The Resident.

Additionally, the Application has been modified and simplified to avoid HIPPA related concerns. Individuals, whether seeking a homemaker or home health care aide, generally are sensitive about disclosing personal health needs.

The Social Services Division, Security Services Department, and Marketing and Communications Division, Office of the CEO, are collaborating to realize an ongoing educational campaign to promote the value of using only registered Caregivers and the importance of improved safety for all Village residents. A multi-pronged approach involving print, television, group and one-on-one meetings will be launched to reinforce the goals of the Private Caregiver Policy. Various touch points will be identified, evaluated and incorporated in the educational campaign.

FINANCIAL ANALYSIS

None.

Prepared By: Pamela Bashline, Community Services Manager
Susan McInerney, Social Services Manager

Reviewed By: Francis Rangel, Operations Manager
Tim Moy, Chief of Security
Siobhan Foster, COO

ATTACHMENT(S)

Attachment 1 – Private Caregiver Policy
Attachment 2 – Private Caregiver Application
Attachment 3 – Instructions & Checklist for Hiring Private Caregiver
Attachment 4 – Frequently Asked Questions
Attachment 5 – Resolution 01-19-XX

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ATTACHMENT 1 (Page 1 of 4)



Private Caregiver Policy

I. Purpose

The purpose of this document is to define the policy of United Laguna Woods Mutual (United) regarding individuals who provide care to Residents.

II. Definitions

For the purposes of this policy:

- a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the activities of daily living, including, without limitation:
 - i. Personal hygiene – bathing/showering, grooming, nail care, and oral care
 - ii. Dressing - the ability to make appropriate clothing decisions and physically dress/undress oneself
 - iii. Eating - the ability to feed oneself, though not necessarily the capability to prepare food
 - iv. Maintaining continence/toileting - both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
 - v. Transferring/Mobility/Ambulating - moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
- b. Instrumental Activities of Daily Living are not necessary for fundamental functioning, but they let an individual live independently in a Community.
 - i. Companionship and mental support
 - ii. Transportation and shopping
 - iii. Preparing meals
 - iv. Managing household
 - v. Managing medications and finances
 - vi. Communicating with others
- c. Application is the form prescribed by United to apply for a Private Caregiver.
- d. Community is Laguna Woods Village.
- e. Community Facilities are defined as the facilities and services operated by the Golden Rain Foundation (GRF).
- f. Community Rules are defined as the Bylaws, Articles of Incorporation, Occupancy Agreement or any rules and regulations of United and of GRF.
- g. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.

- h. A Live-In Private Caregiver is defined as an individual who will stay overnight for more than sixty (60) days in any twelve (12) month period, including individuals who are related to The Resident/Member.
- i. A Live-In Private Caregiver can be a family member, paid or not paid. All rules in the Private Caregiver Policy apply.
- j. Member is a person who has been approved by United as being entitled under the Governing Documents of United to membership in United and has an appurtenant right of membership in GRF.
- k. Private Caregiver, also known as a Home Care Aide or Care Provider, is a person who has been approved by United or authorized designee in writing on the basis of being a provider of primary caregiver support to The Resident. A Private Caregiver is a helper who assists an individual with activities of daily living or non-medical services. Non-medical home care is provided by caregivers. Unlike home health, caregivers are considered “non-clinical” and are not covered by insurance and does not need a physician order.
- l. Private Caregiver services include, but are not limited to, assistance with the following:
 - i. Activities of Daily Living as defined in Section II, a.
 - ii. Instrumental Activities of Daily Living as defined in Section II, b.
- m. An Affiliated Caregiver is a person who is employed by a licensed Home Care Organization/Agency (HCO) who provides homecare services to a Resident(s).
- n. A Private Caregiver is independent and is not employed by a HCO.
- o. In-Home Supportive Service (IHSS) Caregivers are part of the Medi-Cal program and required to adhere to this policy.
- p. Resident is defined as any person who has been approved by the Board of Directors for occupancy.

III. Conditions

- a. Private Caregivers must be approved by the Board or authorized designee in writing prior to commencing support. Special circumstances may be granted.
- b. Private Caregivers must be 18 years old or older.
- c. Private Caregivers must be registered with the California Department of Social Services Home Care Services Bureau.
- d. Private Caregivers must provide a copy of a government issued photo ID with the application.
- e. Private Caregivers must provide a copy of their driver's license, vehicle registration, and proof of vehicle insurance with the application if he/she will be operating a vehicle within Laguna Woods Village.
- f. A Private Caregiver Permit is approved for a period of up to one year. Residents are required to re-apply for approval.
- g. The total number of persons residing in a unit shall not exceed the number of bedrooms, plus one or no more than two persons in a one-bedroom unit; no more than three persons in a two-bedroom unit etc.
- h. Each Private Caregiver shall not have been convicted of a felony or a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats).
- i. The Member is responsible for the conduct of the Private Caregiver and shall ensure that he/she complies with all community rules, regulations, and policies.

- j. Upon approval by the Board or authorized designee, a gate pass shall be issued to the Private Caregiver that will permit gate access into the community. If a gate pass is supplied, it must be displayed on their car dashboard at all times. This pass may include an overnight parking pass when necessary.
- k. The Private Caregiver must wear in clear sight the Laguna Woods Village picture ID at all times.
- l. The Private Caregiver's ID and gate pass may not be transferred or lent to anyone.
- m. The Private Caregiver is authorized to use the Community Facilities only as necessarily incidental to provide support to The Resident.
- n. Part-time Private Caregivers may only use the laundry facilities for The Resident's use. Live-In Private Caregivers may use the laundry facilities for their limited personal use and The Resident's use.
- o. The Live-In Private Caregiver requires written permission from the Board of Directors to remain in the unit without The Resident only if both of the following are applicable:
 - i. The Resident is absent from the unit due to hospitalization or other necessary medical treatment and expects to return to the unit within 90 days from the date the absence began; and
 - ii. The Resident submits a written request desiring the Live-In Private Caregiver be allowed to remain in order to be present when The Resident returns to reside in the unit. [Civil Code §51.11.b.7]
- p. Private Caregivers are not permitted to bring family members, pets or guests into the Community. The sole purpose of the Private Caregiver is to provide care for The Resident.
- q. The Resident must surrender the Private Caregiver ID and vehicle pass to the Resident Services Department at the conclusion of the care service or be subject to charges.
- r. The Private Caregiver shall meet all applicable GRF requirements relating to operating a motor vehicle within the community.
- s. All Caregivers employed by a licensed Home Care Organization/Agency (HCO) are required to obtain a business pass.
- t. A person living in the residence to provide short term care must obtain a sixty (60) day Caregiver pass. Any person providing care beyond sixty (60) days must adhere to the Private Caregiver Policy.
- u. If applicant employs an In Home Supportive Services (IHSS) Caregiver and receives any correspondence related to ineligibility or violations that have occurred involving Caregiver, the applicant must notify the Resident Services Department immediately.

IV. Enforcement

United is authorized to take disciplinary action against a Member whose is found in violation of the Private Caregiver Policy. When a violation occurs, the Board of Directors is obligated to evaluate and impose, if appropriate, Member-discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member is entirely responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community.

- a. The Member and Private Caregiver must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
- b. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.

V. Procedures

- a. The Resident must complete and submit "Application for Private Caregiver Permit" for review. The Application is available for download at www.lagunawoodsvillage.com or upon request from the Resident Services Department.
- b. Application can be submitted to the Resident Services Department located in the Laguna Woods Village Community Center.
- c. Upon receipt of an Application, the Resident Services Department will research whether the Member and/or Private Caregiver has received notices of violations or has any outstanding Charges and Assessments before approval of the application.
- d. The Board or authorized designee will review the application and approve or deny request.
- e. The Resident Services Department will notify The Resident of the results within 10 business days. Special circumstances may be granted.
- f. The Resident Service Department hours of operation are Monday-Friday, 8:00 AM to 5:00 PM, phone number 949-597-4600.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

ATTACHMENT 2 (Page 1 of 2)



Private Caregiver Application for Permit

☐ UNITED
☐ THIRD

UNIT # _____

Return completed application to: Resident Services Department – 240, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, email: residentservices@vmsinc.org

Resident Information

Name:		<input type="checkbox"/> Member <input type="checkbox"/> Occupant	
Address:			
Telephone:		Cell Phone:	
Email:			
What is the expected schedule of the Private Caregiver? <input type="checkbox"/> Day time only <input type="checkbox"/> Night time only <input type="checkbox"/> 24 Hours – no. of days per week:			
What is the service the Private Caregiver is expected to provide? (check all that apply)			
<input type="checkbox"/> Personal Hygiene (bathing)	<input type="checkbox"/> Companionship & Mental Support		
<input type="checkbox"/> Continence Management	<input type="checkbox"/> Transportation & Shopping		
<input type="checkbox"/> Dressing	<input type="checkbox"/> Preparing Meals		
<input type="checkbox"/> Feeding	<input type="checkbox"/> Managing Household		
<input type="checkbox"/> Ambulating	<input type="checkbox"/> Managing Medications & Finances		
<input type="checkbox"/> Toileting	<input type="checkbox"/> Communicating with others		
Is The Resident an In Home Supportive Services (IHSS) recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list the 7 digit County IHSS case number: _____			

Private Caregiver Information

Name:			
Address:			
Telephone:		Cell Phone:	
Email:			
Driver's License No:		Expiration Date:	
Vehicle Color:	Make:	Model:	License Plate:
Vehicle Insurance Company:		Policy No. Expiration Date:	
Private Caregiver's personal state identification number: Expiration date:			
Has the Private Caregiver been convicted of a felony: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has the Private Caregiver been convicted of a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the Live-In Private Caregiver a family member? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, relationship to The Resident:			

Private Caregiver Permit Agreement

The undersigned acknowledges that the issuance of a Private Caregiver Permit does not constitute approval of the Private Caregiver nor does it represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), Third Laguna Hills Mutual (Third), and the Golden Rain Foundation of Laguna Woods (GRF), all California non-profit mutual benefit corporations, and Village Management Services, Inc. (VMS), a California corporation, and each of their respective directors, officers, employees, and agents. Further, I/we have read and received a copy of the Private Caregiver Policy and agree to wear the ID in clear sight and display the pass at all times while in this Community. I/we also understand that falsification of any information related to this application is subject to disciplinary action.

Resident Signature:

Date:

Member Signature:

Date:

Private Caregiver Signature:

Date:

For Office Use Only

Received By:

SA No.

Requirements: ☐ ID ☐ Gate Pass ☐ Overnight Pass ☐ Other

Will approval cause the unit to exceed the number of occupants permitted? ☐ Yes ☐ No

State status of the Private Caregiver: ☐ Pending ☐ Registered ☐ Other:

Has The Resident received notices of rules violation? ☐ Yes ☐ No

Verified IHSS Caregiver's Form SOC 2271 ☐ Yes ☐ No

Does staff recommend approval of this application? ☐ Yes ☐ No

If, No, state reason:

For Board of Directors or Authorized Designee Use Only

Application **DENIED**

The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is **denied**.

Signature:

Signature:

Signature:

Application **APPROVED**

The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is **approved**.

Signature:

Signature:

Signature:

For Office Use Only

Resident Notified By:

Date: ☐ SA No. Updated/Closed ☐ Documents Scanned



ATTACHMENT 3 (Page 1 of 1)

Private Caregiver Instructions and Checklist For Hiring

☐ UNITED
☐ THIRD
UNIT # _____

The Board of Directors adopted a Private Caregiver Policy to reasonably address caregivers who provide care for Residents. **Every Private Caregiver Application For Permit must be approved in writing prior to commencing support.** Please follow this checklist to ensure a smooth and efficient process.

Omission of any required items will result in delay or denial of the Private Caregiver Permit.

1. Review the Private Caregiver Policy and Submit the Required Paperwork.

- ☐ Register the Private Caregiver with the California Department of Social Services and complete the Live Scan requirements which include Background Check and Fingerprinting;
- ☐ Complete the "Application for Private Caregiver Permit";
- ☐ Provide a copy of the Private Caregiver's state issued Driver's License or ID;
- ☐ Submit "Private Caregiver Application" to the Resident Services Department.

2. Documentation Review

The Board of Directors or authorized designee will review the submitted documentation for approval or denial. The Resident Services Department will notify The Resident of the outcome within 10 business days.

- a. If approved, the Private Caregiver will be issued an ID which must be worn in clear sight at all times and obtain a Gate Pass which may include an overnight parking pass.
- b. If denied, the Shareholder/Member and Private Caregiver will be notified by the Resident Services Department.

Important information

- ☐ All documents must be received by the Resident Services Department before the application can be processed;
- ☐ The Private Caregiver cannot commence work until a Permit is obtained. Special circumstances may be granted;
- ☐ Only completed applications with the required paperwork will be reviewed;
- ☐ The Private Caregiver must be registered with the California Department of Social Services Home Care Services Bureau;
- ☐ The Private Caregiver Permit is approved for a period of up to one year and must be renewed annually;
- ☐ The Resident Services Department must be informed in writing of any deviations from an approved Private Caregiver Permit;
- ☐ Shareholder/Member is responsible for ensuring that rules, regulations, and policies are followed by anyone you allow into the Community;
- ☐ Failure to abide by the rules, regulations, and policies may result in disciplinary action including monetary fines, suspension of Shareholder/Member privileges, and/or legal action.

Attachments:

Private Caregiver Application
Private Caregiver Policy
Frequently Asked Questions

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ATTACHMENT 4 (Page 1 of 2)

 <p>Laguna Woods Village®</p>	<h2>Private Caregiver Policy Frequently Asked Questions</h2>
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1. Who is a Private Caregiver?

A Private Caregiver also known as a Home Care Aide or Care Provider, is a person who has been approved by Third Laguna Hills Mutual (Third) or United Laguna Woods Mutual (United) or authorized designee in writing on the basis of being a provider of primary caregiver support to the Resident. Private Caregiver services include, but are not limited to, assistance with the following:

- i. Activities of Daily Living as defined in Section II, a. of the Private Caregiver Policy.
- ii. Instrumental Activities of Daily Living as defined in Section II, b. of the Private Caregiver Policy

2. What if my Private Caregiver is already registered with the California Department of Social Services (CDSS)?

If your Private Caregiver is already registered with the CDSS you will need to provide proof of registration, with expiration date, along with the completed *Private Caregiver Application* to the Resident Services Department.

3. How does a Private Caregiver get registered with the CDSS?

The Private Caregiver can apply as a Home Care Aide by visiting the CDSS website <http://www.cdss.ca.gov/inforesources>:

- a. Select Home Care Services listed under Community Care Licensing.
- b. Scroll down to Quick Links and select Home Care Aide Application Process.

If you have questions, please phone California Department of Social Services, Home Care Service Bureau at 877-424-5778.

4. How does a Private Caregiver get a background check?

Complete the request for Live Scan fingerprinting service, form LIC 9163. Take form to a Live Scan location for processing. A criminal background check will be performed and the results will be electronically sent to the CDSS.

5. What are the costs to get registered?

The CDSS currently charges a registration fee of \$35. Other fees involved are Live Scan fingerprinting and Government criminal history background checks. The Live Scan fingerprinting operator's fee will vary depending on location of your choice and can run from \$10 up to \$35. Government fees for state and federal background checks for Private Caregivers will cost \$49. Costs are subject to change.

6. Who pays the registration costs?

That is held to The Resident's discretion. You can pay the Private Caregiver's registration fees or require the Private Caregiver that you hire pay his/her own registration fees.

7. When did the mandate take place?

The new policy began March 1, 2017.

8. Why do I have to obtain a Private Caregiver Permit?

The Boards of Directors recognized a need to provide a systematic, fair, and reasonable manner to address individuals who provide care to the residents.

9. Who is expected to abide by the amended Private Caregiver Policy?

All residents who hire a Private Caregiver must abide by the amended policy. Residents with existing Private Caregivers must abide by the amended policy when their current permit expires.

10. How do I find out when my current permit is up for renewal?

By calling the Resident Services Department at 949-597-4600. Any customer service representative can assist you.

11. Are there any exemptions or exceptions to the Policy?

There is no set list of exemptions. If there are “special circumstances” which the Shareholder/Member would like to have taken into account, the Shareholder/Member may file this request in writing stating why they cannot abide by the policy. This Statement will be reviewed by the Board for consideration.

12. How can I file an exception/exemption to the Policy?

Shareholder/Members may file for an exception/exemption by submitting a written request to the Resident Services Department located on the first floor of the Community Center.

13. What if I hire a Caregiver from a licensed agency?

Caregivers from a licensed agency are exempt from this process because agencies are required by law to do background checks on all their caregivers. Agencies are required to obtain a business pass.

14. Who is an In Home Supportive Services (IHSS) recipient?

The IHSS Program provides in-home assistance to eligible aged, blind, and disabled individuals as an alternative to out-of-home care. The IHSS Program enables recipients to remain safely in their own homes.

ATTACHMENT 5

RESOLUTION 01-19-XX

Private Caregiver Policy

WHEREAS, Staff has recommended enhancements to the existing Care Provider Policy; and

WHEREAS, the Private Caregiver Policy will encompass part-time and long-term caregivers, whenever scheduled day or night and;

WHEREAS, the Private Caregiver Policy addresses caregivers irrespective of whether they are paid or not paid;

NOW THEREFORE BE IT RESOLVED, March 12, 2019, that the Board of Directors of this Corporation hereby adopts the "Care Provider Policy," and renames it "Private Caregiver Policy," as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-17-28 adopted February 14, 2017, is hereby superseded and canceled; 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.

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

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STAFF REPORT

DATE: March 12, 2019
FOR: Board of Directors
SUBJECT: Damage Reimbursement Administrative Fee

RECOMMENDATION

Approve the Damage Reimbursement Administrative Fee.

BACKGROUND

On January 29, 2019, the Finance Committee (ACSC) reviewed this fee. The Committee voted to recommend the item for approval by the Board.

Per Civil Code §5855, the Board is required to hold hearings to “impose a monetary charge as a means of reimbursing the association for costs incurred by the association in the repair of damage to common area and facilities caused by a member or the member’s guest or tenant.”

DISCUSSION

At the direction of the Board, Staff has evaluated the processes and costs involved with damage restoration and reimbursement. Staff has determined that the Staff costs for these processes vary greatly, as each case has different circumstances. In 2018, Staff processed 33 damage reimbursement cases with a total cost recovery of \$133,972. These 33 cases, ranging from \$34,700 to \$466, had an average reimbursement amount of \$4,060.

Staff has evaluated the administrative costs for coordinating the restoration, managing the invoice payment process, and compilation of the data for the Reimbursement Hearing Report. Using a random sampling of five projects, Staff has determined the average administrative cost per project to be 13 percent of the total costs incurred.

Staff recommends the proposed administrative fee be set at ten percent of the reimbursement cost for all reimbursement values over \$1,000. Using the proposed ten percent model when evaluating the 33 cases brought to the Board in 2018 and discarding those under \$1,000, the potential administrative fees range from \$102 to \$3,467 with an average fee of \$531.

FINANCIAL ANALYSIS

Based on 2018 data, additional fee revenue would generate approximately \$13,400, which would partially offset existing administrative costs in Operations, as outlined above.

Committee Routing: Executive Committee

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

Reviewed By: Eve Morton, Alterations Coordinator

Betty Parker, CFO

Attachments:

Attachment 1: Proposed Resolution 01-19-XX

ENDORSEMENT (To United Board)

Damage Reimbursement Administrative Fee

Director Skillman provided background information on the amount of staff time and work associated with Damage Restoration Hearings and a recommendation made by the Executive Hearings Committee.

A motion was made and carried unanimously to recommend the Board approve the proposed Damage Reimbursement Administrative Fee, at an amount equal to ten percent of the total reimbursement decision for all decisions of one thousand dollars or more.

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ATTACHMENT 1

RESOLUTION 01-19-XX

Administrative Fee for Damage Reimbursements

WHEREAS, pursuant to Civil Code §5855, the Mutual is required to hold hearings to impose any monetary charges to reimburse the Mutual for costs incurred in the repair of damage to common area or facilities caused by the actions or inactions of a member, his or her tenant, guest, invitee, or vendor;

WHEREAS, significant staff time is necessary to investigate, document, and prepare concise reports for Damage Reimbursement Hearings for damage caused by a member; and,

WHEREAS, the Mutual has seen an increase in administrative costs related to these damage reimbursement proceedings.

NOW THEREFORE BE IT RESOLVED, March 12, 2019, that the Board of Directors hereby adopts the Damage Reimbursement Administrative Fee;

RESOLVED FURTHER, effective April 1, 2019, the administrative fee for costs related to damage reimbursement proceedings will be ten percent of the total reimbursement decision amount for all decisions of one thousand dollars or more;

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

FEBRUARY Initial Notification

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

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STAFF REPORT

DATE: February 27, 2019
FOR: Maintenance and Construction Committee
SUBJECT: Supplemental Funding for the 2019 Fumigation Program

RECOMMENDATION

Authorize a supplemental appropriation in the amount of \$104,762 to be funded from the Contingency Fund, to be used in addition to the annual operating budget, to provide whole structure fumigation and hotel accommodations during the 2019 Fumigation Program at an estimated total program cost of \$215,964.

BACKGROUND

In accordance with Resolution 01-10-61, termite inspections are performed annually by Staff and a third-party pest control contractor. Inspections in 2018 revealed that 37 building structures within United Laguna Woods Mutual are in need of fumigation by whole structure tenting in order to eliminate the identified termite infestations and protect the structural integrity of each affected building. Out of the 37 building structures requiring fumigation, 18 are categorized as high priority, however all building structures were found to have active drywood termites during inspections in 2018.

DISCUSSION

The number of buildings requiring whole structure tenting varies each year and is unknown at the time the budget is adopted. Although the 2019 budget was originally proposed at \$218,000, deliberations during the budget review process reduced this budget to \$111,200, an amount that was still higher than the three-year historical average. Based on current pricing, the operating budget will only cover 14 fumigations and related accommodations.

To proceed with the necessary pest control treatments this year of all 37 building structures, which encompass 216 units and 3 carports, supplemental funding will be required.

FINANCIAL ANALYSIS

A supplemental appropriation in the amount of \$104,762 to be funded from the Contingency Fund is required, in addition to the adopted annual operating budget of \$111,202, to provide whole structure fumigation and hotel accommodations during the 2019 Fumigation Program, with \$148,470 planned for the fumigation of 37 building structures and \$67,494 for the lodging of residents in 216 units.

Prepared By: Velny Soren, Maintenance Operations Manager

Reviewed By: Melody Thomas, Maintenance Programs Coordinator
Ernesto Munoz, P.E., Maintenance and Construction Director
Betty Parker, CFO

ENDORSEMENT (to Board)

Supplemental Funding for Fumigation Program

The number of buildings requiring whole structure tenting varies each year and is unknown at the time the budget is adopted. Although the 2019 budget was originally proposed at \$218,000, deliberations during the budget review process reduced this budget to \$111,200, an amount that was still higher than the three-year historical average. Based on current pricing, the operating budget will only cover 14 fumigations and related accommodations.

To proceed with the necessary pest control treatments this year of all 37 building structures, which encompass 216 units and 3 carports, supplemental funding will be required.

A motion was made and unanimously approved to recommend the Board authorize a supplemental appropriation in the amount of \$104,762 to be funded from the Contingency Fund, to be used in addition to the annual operating budget, to provide whole structure fumigation and hotel accommodations during the 2019 Fumigation Program at an estimated total program cost of \$215,964.

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Resolution 01-19-XX

Supplemental Funding for 2019 Fumigation Program

WHEREAS, in 2018, staff, along with the contracted vendor, Newport Exterminating, conducted visual interior and exterior inspections of various building structures throughout the Mutual; and

WHEREAS, evidence of termite infestations that require whole structure tenting were found at 37 building structures, which encompass 216 units and 3 carports; and

WHEREAS, the adopted 2019 funding of \$111,200, will only cover 14 fumigations and related accommodations; and

WHEREAS, the additional fumigations and hotel accommodation would require a supplemental appropriation in the amount of \$104,762 to be funded from the Contingency Fund to complete the treatments in 2019.

NOW THEREFORE BE IT RESOLVED, on March 12, 2019, the Board of Directors of this Corporation hereby authorizes a supplemental appropriation in the amount of \$104,762, to be funded from the Contingency Fund, for termite fumigation and hotel accommodation for 37 building structures, to be performed by the Mutual's contractor, Newport Exterminating during the 2019 Fumigation Program; 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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STAFF REPORT

DATE: March 12, 2019
FOR: Board of Directors
SUBJECT: Allowing Guarantors for Prospective Members

RECOMMENDATION

Approve the Guaranty and Security Agreement.

BACKGROUND

On December 18, 2018, January 28, 2019, and February 25, 2019, the Governing Documents Review Committee reviewed and discussed the possibility of reinstating the option of allowing guarantors for prospective Members in order to meet United's financial qualifications for membership. On February 25, 2019, the United Governing Documents Review Committee had a final review of a proposed Guaranty and Security Agreement. The Committee voted to recommend the item for approval by the Board.

You may be aware that guarantors were previously allowed for prospective Members who were otherwise unable to meet United's financial qualifications through 2017. Thereafter, the Board determined to disallow guarantors. As a practical matter, there were valid concerns that prospective Members who were otherwise unable to meet United's financial qualifications could not afford to be Members and would be more likely to default on financial obligations owed to United.

DISCUSSION

The Committee has revisited the prospect of allowing guarantors proposing to put into place measures that protect United in case of default, while intending to attract prospective Members that may not otherwise qualify for membership. To this end, the attached Guaranty and Security Agreement (Attachment 1) is drafted to both allow for guarantors and balance the risk of defaults by putting security measures in place to protect United.

A guarantor is a third party that "guarantees" to pay someone else's financial obligations, i.e., promises to repay a debt if the debtor, or in United's case, the member cannot or will not pay. A guarantor's agreement to pay is established by a Guaranty Agreement. Keep in mind, however, without an underlying security agreement and a mechanism to perfect United's interest in the guarantor's assets, a Guaranty is merely a promise to pay that is confirmed in the Guarantee Agreement. United has no security in its debt against the guarantor, just the guarantor's promise to pay.

Further, a Guaranty and the Shareholder Application and Occupancy Agreement evidence separate obligations. To this end, the Shareholder Application and Occupancy Agreement should be entered into by and between United and the Member. The Guaranty Agreement, on the other hand, is entered into between United and the guarantor. Thereby, in accordance with United's governing documents, a noncomplying Member's interest may be terminated for failure to pay, without United having received payment. Short of or separate and apart from

terminating membership interest, United would be able to enforce the Guaranty and thereby satisfy the financial obligation (through the guarantor) independent of the Member.

If the Board proceeds with reinstating guarantors, pursuant to the revised Guaranty and Security Agreement, there are ways to perfect United's interest in the guarantor's asset(s) pledged in for purposes of assisting prospective Members with meeting United's financial obligations. Note, taking steps to perfect United's interest in a guarantor's asset(s) may act as a significant deterrent and result in prospective Members being unable to obtain guarantors. The revised Guaranty and Security Agreement includes not only a promise to pay, but it identifies the guarantor's means to pay (the security or collateral), and authorizes the creditor (i.e., United) to file UCC financing statements with respect to the security or collateral. This option, i.e., the filing of a UCC financing statement with the Secretary of State, creates collateral and secures United's debt. It is valid for 5 years, unless it is renewed. If a Member defaults in the payment of assessments, and the guarantor refuses to pay, United may collect against the guarantor by collecting against the assets listed in the UCC security statement (i.e., list specific assets, such as real estate, vehicles (owned, not leased), etc.) as filed with the Secretary of State. The revised Guaranty and Security Agreement is attached for your review and consideration.

Should the Board determine and resolve to allow guarantors, it will be necessary to revise the currently operative Financial Qualification Policy (rev. 5-23-18) in order to provide guarantor requirements. Previous guarantor requirements, which will, likewise, be reinstated included:

- Satisfactory verification of annual income of at least \$90,000 and marketable or income producing assets of at least \$250,000 plus the unit purchase price.
- This in addition to the prospective Member's minimum annual income of at least \$24,000 and marketable and/or income producing assets of at least \$75,000.

In addition to these requirements, the guarantor can be required, as set forth herein, to identify assets from which the financial obligation may be satisfied and authorize UCC financing statements to be filed.

Note, for your reference only, Third Laguna Hills Mutual ("Third Mutual") allows guarantors.

Third Mutual does not require a security agreement or UCC financing statement filings. As noted above, without same, although the guarantor may have demonstrated an ability to pay, there are no assurances as to what assets, if any, will be available to satisfy the financial obligation in case of the Member's default. From an administration standpoint, Staff will need to evaluate whether it is equipped to file UCC statements, or otherwise work through Beaumont Tashjian to file them.

FINANCIAL ANALYSIS

As noted above, reinstating a policy to allow guarantors would require Staff time to process and vet guarantors and to annually verify Guarantor's financial information provided to United.

Prepared By: Jeff Beaumont, Attorney for United Laguna Woods Mutual

Reviewed By: Siobhan Foster, Chief Operation Officer

ATTACHMENT(S)

Attachment 1 – Guaranty and Security Agreement

Attachment 2 – Resolution 01-19-XX

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PERSONAL UNCONDITIONAL CONTINUING GUARANTY & SECURITY AGREEMENT	UNIT NO.
--	-----------------

This Personal Unconditional Continuing Guaranty and Security Agreement (hereinafter "Guaranty") is made this ____ day of _____, 20____, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of: _____ ("Member") and United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter "United").

For purposes of this Guaranty, "Guarantor" is the undersigned who guarantees to pay for the Member's debt and/or obligations if Member should default or otherwise fail to pay a debt and/or obligations to United.

The undersigned Guarantor may only guarantee one (1) unit in the Village. For purposes of this Guaranty, Village means United Laguna Woods, Third Laguna Hills, and The Towers.

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor warrants to, and covenants with, United as follows:

1. Personal Unconditional Continuing Guaranty

Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of Member to United, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Member to United, all assessments levied in the name of United pursuant to the applicable Occupancy Agreement, Bylaws or other governing documents of United, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Member or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Member may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter become barred by any statute of limitations, or whether such Indebtedness may be or hereafter becomes otherwise unenforceable.

The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guaranty shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of United, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by United and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Member. A separate action or actions may be brought and prosecuted by Corporation against Guarantor whether action is brought against Member or whether Member be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantor authorizes Corporation, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantor. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agrees that Guarantor's liability shall continue even if Corporation allows any Indebtedness of Members in any respect or Corporation's remedies or rights against Member are in any way impaired or suspended without United's consent.

Guarantor waives any right to require Corporation to (a) proceed against Member; (b) proceed against or exhaust any security held from Member; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Member or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such indebtedness is in excess of Guarantor's liability hereunder, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Corporation now has or may hereafter have against Member, and waives any benefit of, and any right to participate in any security now or hereafter held by United. Guarantor waives diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies of Member's late payment notices.

Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of Guarantor shall be performed at Laguna Woods, California. United may, from time to time, change or modify any obligation between Member and United in any manner it may deem fit and such change shall not affect the liability of Guarantor in any manner. Guarantor further waives any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantor further waives all right to require United to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to United. All rights of United herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of United shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

2. Security Interest; Financial Information

Guarantor hereby grants to United a continuing first priority security interest in and to all Guarantor's assets set forth on the attached Exhibit A ("Secured Collateral"). Guarantor authorizes United to cause UCC financing statements to be filed, UCC financing statement amendments and UCC financing statement continuation statements with respect to the Secured Collateral. The collateral in which a security interest is hereby granted includes all of the rights, titles, and interests of Guarantor in and to the Secured Collateral.

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

United may on an annual basis verify Guarantor's financial information provided to United pursuant to this Guaranty.

3. Requirement of Guaranty

Guarantor is executing and delivering this Guaranty in order to induce United to enter into an Occupancy Agreement and accept a Shareholder Application with Member. Guarantor acknowledges, agrees, represents and warrants that Guarantor benefits from same and that such benefit is sufficient consideration for the entry of Guarantor into this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered as of the date first written above.

Guarantor

By: _____

Name: _____

Title: _____

Guarantor

By: _____

Name: _____

Title: _____

Accepted.

United Laguna Woods Mutual

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A

Secured Collateral

Asset(s), Asset Location (i.e., Bank account, Bank Account Number, Name of bank; or Real property, Real property address)	Guarantor Name	Ownership Interest



RESOLUTION 01-19-XX

Authorization to Accept Personal Unconditional Continuing Guaranty & Security Agreement and to Revise Financial Qualifications Policy (rev. 5-23-18)

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

WHEREAS, the Corporation’s Amended and Restated Bylaws (“Bylaws”) provides the purpose of the Corporation is to, among other things, “manage, maintain, preserve, and administer the business of a common interest development, specifically, a stock cooperative”;

WHEREAS, the Bylaws provide that the Board of Directors of the Corporation is responsible for managing the business and affairs and exercising all corporate powers of the Corporation;

WHEREAS, United is a stock cooperative wherein each shareholder-member is granted the right to occupy a specific unit pursuant to an Occupancy Agreement together with ownership of one share in the cooperative, provided each shareholder-member meets the financial qualifications set forth in the Financial Qualifications Policy (rev. 5-23-18);

WHEREAS, the Board of Directors desires the ability to enter into Occupancy Agreement(s) with certain Members whereby same require guarantor(s) to meet the Corporation’s financial qualifications in order to qualify for membership and consistent policies regarding same;

NOW, THEREFORE, be it resolved on March 12, 2019, that the following resolution is introduced by the Board of Directors:

1. **Personal Unconditional Continuing Guaranty & Security Agreement.**
The Corporation, by and through the Board of Directors, is authorized to enter into Personal Unconditional Continuing Guaranty & Security Agreement, in the manner and

form attached hereto as Exhibit A and incorporated herein by reference thereto, and such Personal Unconditional Continuing Guaranty & Security Agreement will bind the Corporation.

Specifically, the Corporation may accept from guarantor(s) a guarantee to pay a Member's debt and/or obligation should the Member default or otherwise fail to pay a debt and/or obligation owed to the Corporation pursuant to an executed Personal Unconditional Continuing Guaranty & Security Agreement, and to cause security documents, which the Corporation may require, which shall evidence the asset(s) pledge by such guarantor(s).

2. Further Acts. The Board of Director may do and perform such other acts and things as may be reasonably necessary and proper in order to carry into effect the provisions of this Resolution, including, but not limited to, revising the current operative Financial Qualifications Policy (rev. 5-23-18) to allow prospective Members to meet the Corporation's financial qualifications, and to revise such other documentation, as may be necessary and appropriate.

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

MARCH 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 28-days from the postponement to comply with Civil Code §4360.

PERSONAL UNCONDITIONAL CONTINUING GUARANTY & SECURITY AGREEMENT	UNIT NO.
--	-----------------

This Personal Unconditional Continuing Guaranty and Security Agreement (hereinafter "Guaranty") is made this ____ day of _____, 20____, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of: _____ ("Member") and United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter "United").

For purposes of this Guaranty, "Guarantor" is the undersigned who guarantees to pay for the Member's debt and/or obligations if Member should default or otherwise fail to pay a debt and/or obligations to United.

The undersigned Guarantor may only guarantee one (1) unit in the Village. For purposes of this Guaranty, Village means United Laguna Woods, Third Laguna Hills, and The Towers.

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor warrants to, and covenants with, United as follows:

1. Personal Unconditional Continuing Guaranty

Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of Member to United, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Member to United, all assessments levied in the name of United pursuant to the applicable Occupancy Agreement, Bylaws or other governing documents of United, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Member or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Member may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter become barred by any statute of limitations, or whether such Indebtedness may be or hereafter becomes otherwise unenforceable.

The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guaranty shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of United, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by United and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Member. A separate action or actions may be brought and prosecuted by Corporation against Guarantor whether action is brought against Member or whether Member be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantor authorizes Corporation, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantor. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agrees that Guarantor's liability shall continue even if Corporation allows any Indebtedness of Members in any respect or Corporation's remedies or rights against Member are in any way impaired or suspended without United's consent.

Guarantor waives any right to require Corporation to (a) proceed against Member; (b) proceed against or exhaust any security held from Member; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Member or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such indebtedness is in excess of Guarantor's liability hereunder, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Corporation now has or may hereafter have against Member, and waives any benefit of, and any right to participate in any security now or hereafter held by United. Guarantor waives diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies of Member's late payment notices.

Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of Guarantor shall be performed at Laguna Woods, California. United may, from time to time, change or modify any obligation between Member and United in any manner it may deem fit and such change shall not affect the liability of Guarantor in any manner. Guarantor further waives any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantor further waives all right to require United to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to United. All rights of United herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of United shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

2. Security Interest; Financial Information

Guarantor hereby grants to United a continuing first priority security interest in and to all Guarantor's assets set forth on the attached Exhibit A ("Secured Collateral"). Guarantor authorizes United to cause UCC financing statements to be filed, UCC financing statement amendments and UCC financing statement continuation statements with respect to the Secured Collateral. The collateral in which a security interest is hereby granted includes all of the rights, titles, and interests of Guarantor in and to the Secured Collateral.

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

United may on an annual basis verify Guarantor's financial information provided to United pursuant to this Guaranty.

3. Requirement of Guaranty

Guarantor is executing and delivering this Guaranty in order to induce United to enter into an Occupancy Agreement and accept a Shareholder Application with Member. Guarantor acknowledges, agrees, represents and warrants that Guarantor benefits from same and that such benefit is sufficient consideration for the entry of Guarantor into this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered as of the date first written above.

Guarantor

By: _____

Name: _____

Title: _____

Guarantor

By: _____

Name: _____

Title: _____

Accepted.

United Laguna Woods Mutual

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A

Secured Collateral

Asset(s), Asset Location (i.e., Bank account, Bank Account Number, Name of bank; or Real property, Real property address)	Guarantor Name	Ownership Interest

Financial Report

As of January 31, 2019



INCOME STATEMENT

ACTUAL
(in Thousands)

TOTAL REVENUE	\$3,517
TOTAL EXPENSE	3,214
Revenue over Expense	\$303

1

Financial Report

As of January 31, 2019



INCOME STATEMENT (in Thousands)

ACTUAL BUDGET VARIANCE

Assessment Revenue	\$3,368	\$3,260	\$108
Non-assessment Revenue	\$149	\$154	(\$5)
Total Revenue	\$3,517	\$3,414	\$103
Total Expense	\$3,214	\$3,577	\$363
Net Revenue/(Expense)	\$303	(\$163)	\$466

2

Financial Report

As of January 31, 2019



United was better than budget by \$466K primarily in:

- **Outside Services**

- Timing of certain reserve programs.

- **Utilities and Telephone**

- Decreased water costs due to rainfall.

Some offsetting unfavorable variances included:

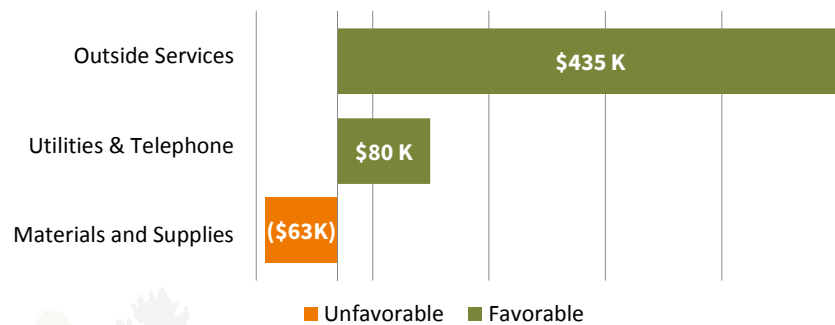
- **Materials and Supplies :**

- Additional purchase of plumbing tools.

3

Financial Report

As of January 31, 2019



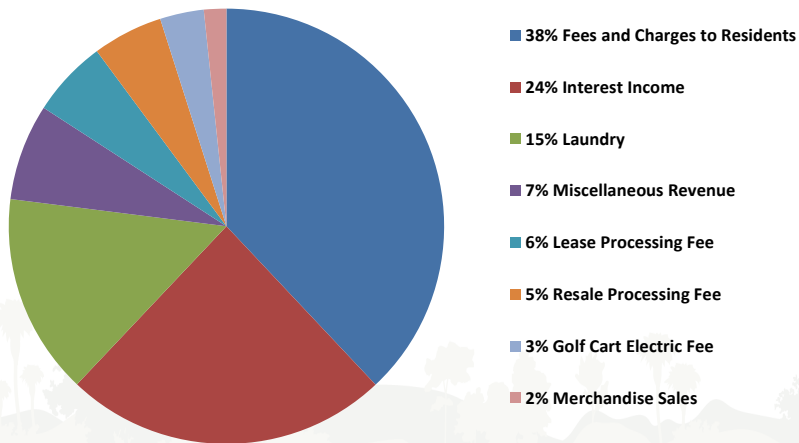
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Financial Report

As of January 31, 2019



Non Assessment Revenues \$149,287



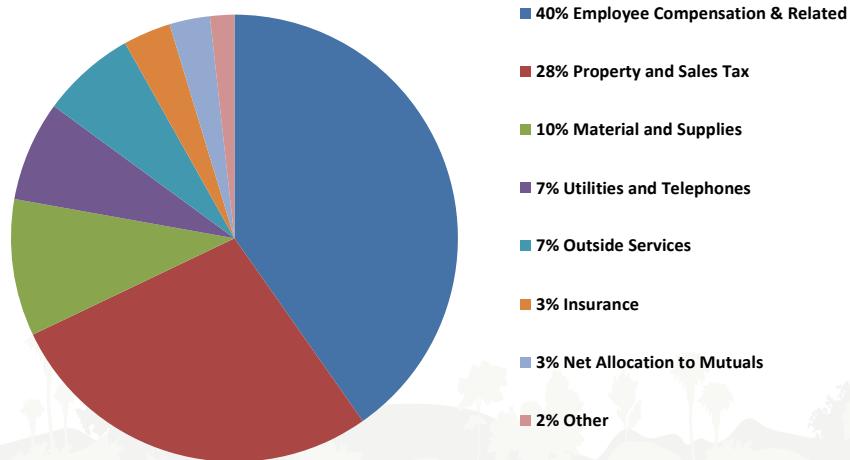
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Financial Report

As of January 31, 2019



Total Expenses \$3,214,267



6

Financial Report

As of January 31, 2019



OPERATING FUND w/o Depreciation (in Thousands)

	ACTUAL
Assessment Revenue	\$2,337
Non-assessment Revenue	\$113
Total Revenue	\$2,450
Total Expense	\$2,305
Operating Surplus	\$163

7

Financial Report

As of January 31, 2019



NON OPERATING FUND BALANCES

ACTUAL
(in Thousands)

BEGINNING BALANCES: 1/1/19	\$21,713
Contributions & Interest	1,067
Expenditures	(910)
Current Balances: 1/31/19	\$21,870

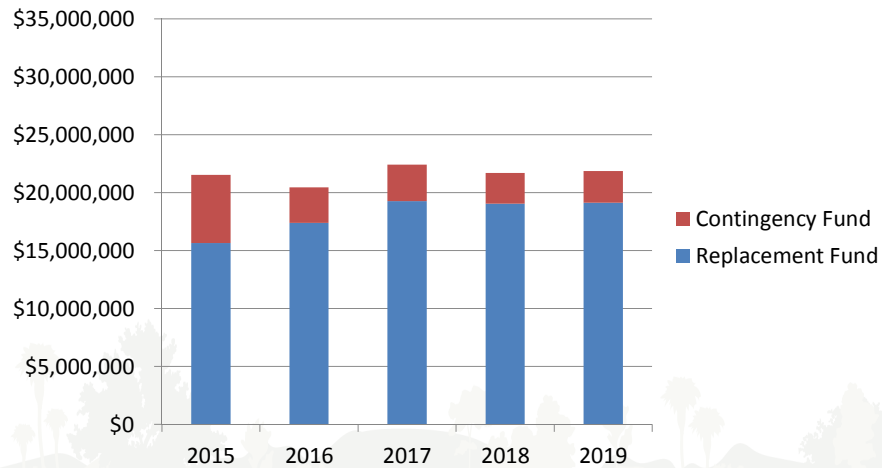
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Financial Report

As of January 31, 2019



FUND BALANCES



9

Financial Report

As of January 31, 2019



FUND ENCUMBRANCES (in Thousands)

	TOTAL APPROPRIATIONS	REMAINING ENCUMBRANCE
Emergency Panel Replacement	\$48	\$19
Reserve Study	40	40
Energy Consultant Services	50	40
TOTAL	\$138	\$99

10

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Monthly Resale Report

PREPARED BY

Community Services Department

MUTUAL

All Mutuals

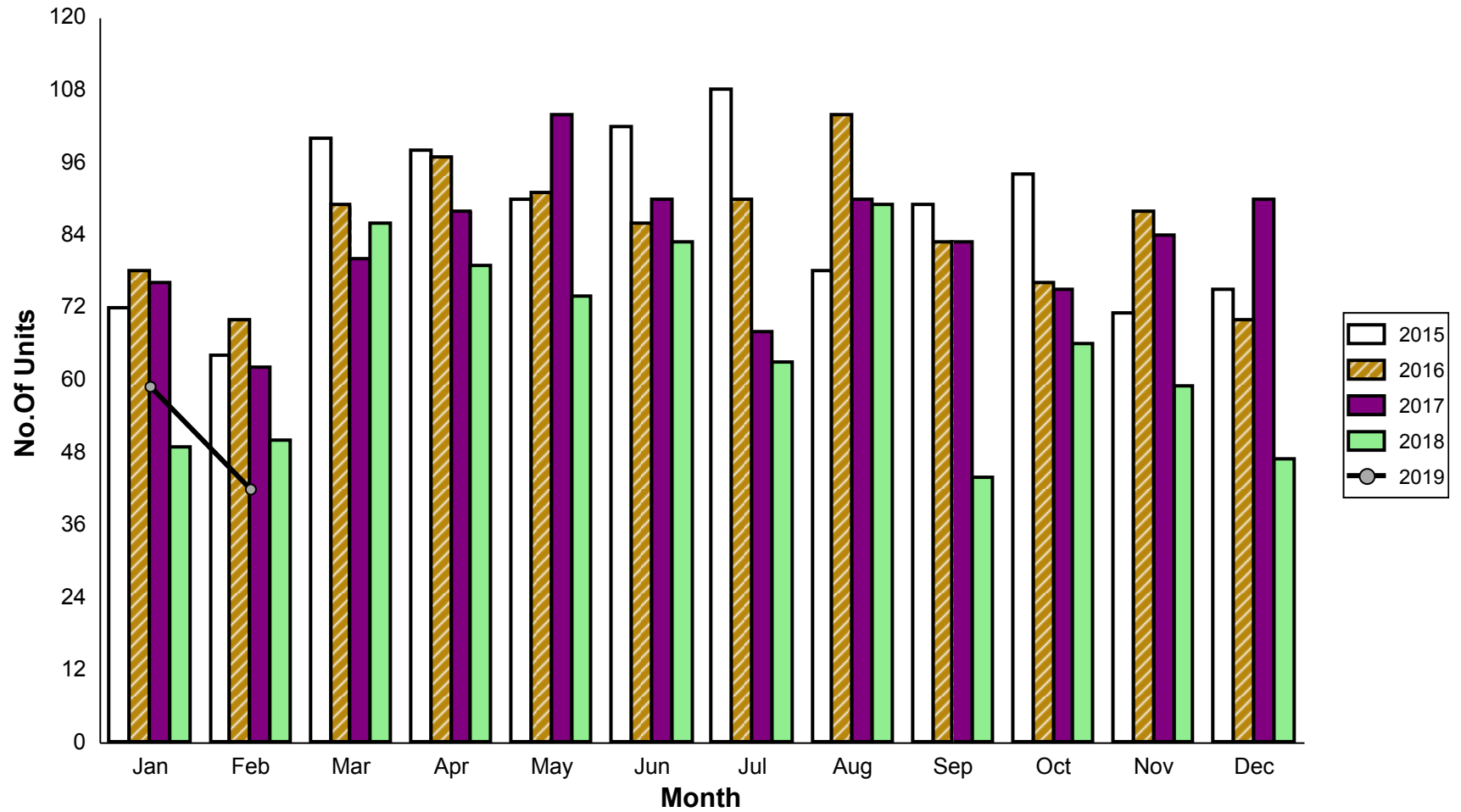
REPORT PERIOD

February, 2019

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	59	49	\$17,913,250	\$14,821,540	\$314,268	\$308,782
February	42	50	\$14,464,150	\$18,660,142	\$344,385	\$373,203
March		*		\$28,065,799		* \$359,818
April		*		\$27,694,226		* \$364,398
May		*		\$24,187,990		* \$350,551
June		*		\$28,002,538		* \$378,413
July		*		\$19,434,100		* \$329,392
August		*		\$28,612,100		* \$340,620
September		*		\$17,185,192		* \$409,171
October		*		\$22,702,400		* \$366,168
November		*		\$17,330,500		* \$320,935
December		*		\$17,261,899		* \$392,316
TOTAL	101.00	99.00	\$32,377,400	\$33,481,682		
MON AVG	50.00	49.00	\$16,188,700	\$16,740,841	\$329,326	\$340,992

* Amount is excluded from percent calculation

Resales - 5 Year Comparison



Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

Community Services Department

United

February, 2019

MONTH	NO. OF REALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	22	23	\$5,282,150	\$6,014,390	\$240,098	\$261,495
February	17	21	\$4,256,150	\$6,059,250	\$250,362	\$288,536
March		*		\$11,156,600		* \$278,915
April		*		\$8,824,600		* \$294,153
May		*		\$8,735,000		* \$281,774
June		*		\$11,021,400		* \$297,876
July		*		\$9,541,300		* \$272,609
August		*		\$11,285,100		* \$256,480
September		*		\$4,632,500		* \$257,361
October		*		\$8,556,100		* \$305,575
November		*		\$6,194,000		* \$258,083
December		*		\$3,368,300		* \$240,593
TOTAL	39.00	44.00	\$9,538,300	\$12,073,640		
MON AVG	19.00	22.00	\$4,769,150	\$6,036,820	\$245,230	\$275,015
% CHANGE - YTD	-11.4%		-21.0%		-10.8%	

% Change calculated (ThisYear - LastYear)/LastYear

* Amount is excluded from percent calculation

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Resales Report

United Laguna Woods Mutual

February, 2019

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
02/22/2019	34-D	1	\$322,250	Seville	BHHS California Properties	New Star Realty & Investment	Pickford Escrow
02/21/2019	224-O	1	\$265,000	Casa Blanca	Century 21 Masters	Samuel J. Mamola	Homestead Escrow
02/14/2019	241-D	1	\$205,000	Valencia	John E Wallace, Broker	Re/Max Select One	Generations Escrow
02/19/2019	291-C	1	\$250,000	San Sebastian	Pacific Sterling Realty	BHHS California Properties	Generations Escrow
02/08/2019	328-Q	1	\$215,000	Casa Blanca	Re/Max Premiere Realty	Independent Realty	Granite Escrow
02/05/2019	394-A	1	\$275,000	Barcelona	HomeSmart Evergreen	HomeSmart Evergreen	Escrow Options Group
02/07/2019	479-F	1	\$210,000	Granada	RE Home Source	Im Sook Lee	Mission Country Escrow
02/22/2019	510-A	1	\$245,000	San Sebastian	Redfin Corporation	Keller Williams Realty	Generations Escrow
02/22/2019	543-A	1	\$225,000	La Corona	Century 21 Rainbow	Village Real Estate	Homestead Escrow
02/28/2019	551-A	1	\$400,000	Granada	Premier Realty Associates	ZUTILA REAL ESTATE	Granite Escrow
02/21/2019	557-B	1	\$157,000	Cadiz	Century 21 Award	Keller Williams Realty	Generations Escrow
02/28/2019	565-B	1	\$242,000	Madrid	HomeSmart Evergreen	Century 21 Award	Granite Escrow
02/19/2019	726-A	1	\$200,000	Majorca	Century 21 Rainbow	Laguna Premier Realty, Inc	Corner Escrow Inc.
02/21/2019	874-O	1	\$215,000	Castilla	RE/PRO Real Estate	RE/PRO Real Estate	Granite Escrow
02/11/2019	891-D	1	\$169,900	Cadiz	First Team Estates	COMPASS REAL ESTATE	Granite Escrow
02/22/2019	958-A	1	\$224,000	Casa Contenta	First Team Real Estate	Equity Real Estate OC Coastal	Homestead Escrow
02/12/2019	2003-A	1	\$436,000	Valencia	Realty Benefit	First Team Real Estate	Granite Escrow

Number of Resales: 17

Total Resale Price: \$4,256,150

Average Resale Price: \$250,362

Median Resale Price: \$225,000

**Resales Report
United Laguna Woods Mutual
February, 2019**

Close	Manor	Mutual	Price	Model/Style	Listing Realtor	Buyer Realtor	Escrow
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MONTHLY LEASING REPORT

Report Period:
February-2019

MONTH	LEASES IN EFFECT				Total this year	Total last year	Total Expirations	New Monthly Transactions		
	3 Months	6 Months	12 Months	Renewed				Leases	Renewals	Extensions
January	35	44	312	163	554	500	29	30	25	0
February	29	43	296	191	559	520	19	30	31	0
March						506				
April						478				
May						491				
June						512				
July						524				
August						540				
September						524				
October						527				
November						546				
December						558				
Monthly Average	32.0	43.5	304.0	177.0	556.5	Feb 510.0	24.0	30.0	28.0	0.0
Percentage Leased	559 / 6323 = 9%									

New Leases = Units Sublet

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OPEN MEETING

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

Monday, February 25, 2019 – 1:30 PM
Laguna Woods Village Community Center, Sycamore Room
24351 El Toro Road, Laguna Woods, CA 92637

- MEMBERS PRESENT:** Maggie Blackwell – Chair, Andre Torng, Juanita Skillman, Advisors Bevan Strom and Mary Stone
- MEMBERS ABSENT:** Anthony Liberatore
- OTHERS PRESENT:** Dick Rader, Cash Achrekar, Gary Morrison, Attorney Jeff Beaumont, Sherri Davis, Kay Anderson
- STAFF PRESENT:** Siobhan Foster, Susan McInerney, Pamela Bashline, Eve Morton, Christine Spahr

REPORT

1. Call to Order

Chair Blackwell called the meeting to order at 1:50 p.m.

2. Acknowledgement of Press

No press was present.

3. Approval of the Agenda

Director Torng moved to approve the agenda. The committee was in unanimous support.

4. Approval of Report from the December 18, 2018, Meeting

The Report was approved by acclamation.

5. Chair's Remarks

None.

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:

None.

Items for Discussion and Consideration:

7. Review and Discuss Updates to Possible Guarantor Agreement

The updates to the Guarantor Agreement, which were requested at the last meeting, were discussed. Several other changes were requested.

If guarantors are reinstated, the Financial Requirements must be amended to reflect guarantor requirements.

Director Achrekar made a motion to adopt this document as amended and send it on to the Board. Director Torng seconded. The vote was four in favor and one against. The motion passed.

8. Review and Discuss Possibility of Updating Co-Occupancy Permit to Allow Roommates

President Skillman suggested a separate application form for renters which requires age qualification, a background check, and to re-qualify annually. A renter would not be considered a co-occupant. The Shareholder would pay the extra occupancy fee of \$140 a month for their renter; \$50 to United and \$90 to GRF for use of the GRF facilities.

Chair Blackwell suggested calling it a Room Sublet Application.

Several concerns were discussed. Does this create a tenancy? What about evictions? What about parking? Staff was asked to compile a list of concerns for the next meeting.

President Skillman moved to include this item on a future agenda and to invite Security Director, Tim Moy, to the meeting. The committee was in unanimous support.

9. Review and Discuss the Private Caregiver Policy

Information only was provided to the committee about the current procedures in place when people apply to be a caregiver in the Village.

Ms. Bashline went over the Caregiver Application Checklist which Staff uses when processing a caregiver.

Mr. Beaumont stated that the 55 and over age restriction in the Village will be preserved when allowing private caregivers who are under 55 and provide medical treatment or help with a major daily activity to be residents.

Concluding Business:

10. Committee Member Comments

Several comments were made.

11. Future Agenda Items

- Canvassing Policy
- Discuss Possibility of Allowing Roommates

12. Date of next meeting is March 25, 2019

13. Adjournment at 3:45 p.m.

DRAFT

Maggie Blackwell, Chair

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OPEN MEETING

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

**Thursday, February 14, 2019 – 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

REPORT

COMMITTEE MEMBERS PRESENT: Chair - Maggie Blackwell, Manuel Armendariz

COMMITTEE MEMBERS ABSENT: Anthony Liberatore

OTHERS PRESENT: Juanita Skillman

ADVISORS PRESENT: Catherine Brians

STAFF PRESENT: Kurt Wiemann, Eve Morton, Lulu Boctor

1. Call to Order

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

2. Acknowledgement of Media

No media were present.

3. Approval of the Agenda

President Skillman made a motion to accept the agenda. Director Armendariz seconded. The motion passed with a unanimous vote.

4. Approval of December 13, 2018, Report

President Skillman moved to approve the Report with some updates requested by Director Amendariz. Chair Blackwell seconded. The motion passed with a unanimous vote.

5. Committee Chair Remarks

Chair Blackwell reported that for future meetings, Staff will be sending the committee members the agenda packets one week before the committee meeting to allow time for the committee members to visit any tree locations on the agenda prior to the committee meeting.

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

Kathy Schill (2189-A): Requested replacement of damaged palm tree and bench in CDS 207.

Lorraine Donahue (578-Q): Requested tree trimming of two Ash trees in CDS 60.

Andre Torng (389-Q): Asked about yearly trimming of Creek vegetation, the safety of older workers on tree crews, plans for El Nino, and rain effects on Herbicide testing.

Response to Member Comments

Mr. Wiemann's responses:

- He will look into Ms. Schill's question about the palm tree and get back to her. Also, replacement of the bench in an M&C issue.
- He informed Ms. Donahue that Staff is in her neighborhood and will look at the two Ash trees.
- He informed Mr. Torng:
 - Creek trimming restrictions and schedule are controlled by state agencies.
 - Safety is always a top priority for Staff.
 - Landscape and Security are continuing work on response plans for emergency events.
 - Rain is delaying the herbicide testing, but it will begin on Monday if all goes well.

7. Department Head Update

a) Herbicide Testing Update (Verbal)

Mr. Wiemann stated that seven products will be tested. Three days of no rain is needed to have an effective test. The plan is to start on Monday. Round Up will be used as a control. Staff will be using new spray equipment for the testing and a consultant will be overseeing the testing. We are also looking at pre-emergence products.

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.

None.

Reports:

8. Project Log

Mr. Wiemann reported on the Project Log.

- Landscape Revitalization Project will continue as scheduled.
- Tree Maintenance Program is currently being reviewed and the committee will be updated in future meetings.

Items for Discussion and Consideration:

9. 2018 Landscape Renovation Project Update

Mr. Wiemann reported that he and his staff are re-evaluating landscape procedures and methods. The herbicide testing may influence the future plans depending on the results.

10. Tree Removal Requests

a) 612-C Avenida Seville (Henderson)

Director Skillman made a motion to follow Staff's recommendation to approve the request for removal and plant a replacement tree at Mr. Henderson's expense. Director Armendariz seconded. The committee was in unanimous support.

b) 598-D Avenida Majorca (Yan)

Chair Skillman made a motion to follow Staff's recommendation to deny the request to remove the tree and put it into the trim cycle. Chair Blackwell seconded. Director Armendariz voted no. The motion passed.

c) 599-E Avenida Majorca (Myhra)

Ms. Myhra was present.

President Skillman made a motion to follow Staff's recommendation to remove one of the Canary Island Pine trees. Chair Blackwell seconded. The committee was in unanimous support.

Items for Future Agendas:

11. 2019 Landscape Renovation Project

This topic was covered during the Project Log agenda item.

Concluding Business

12. Committee Member Comments

The committee requested that the Herbicide Testing Update be a regular agenda item.

Director Armendariz stated that this was the most efficient meeting the committee has done and some good topics were covered.

Director Armendariz requested a breakdown of 2019 tree trimming for a future committee meeting to compare budget vs. actual.

Director Armendariz noted the budget items for landscape and commented there may be sizable additional expenses for lawn maintenance and Round Up alternatives which will give United a hard time staying within budget.

President Skillman commended Staff for implementing the rain event procedures. She is seeing Staff working hard during evenings and weekends to comply. She compliments them and appreciates their work.

Chair Blackwell said she noticed Staff was doing prep for the rain and she commended them for that.

The Committee requested an update on species trimming for a future meeting.

13. Date of Next Meeting – April 11, 2019

14. Adjournment at 9:57 a.m.



Maggie Blackwell, Chair
Kurt Wiemann, Staff Officer
Eve Morton – 268-2565



OPEN MEETING

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

**Wednesday, February 27, 2019 - 9:00 a.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

MEMBERS PRESENT: Carl Randazzo – Chair, Sue Margolis, Reza Bastani, Gary Morrison, Cash Achrekar

MEMBERS ABSENT: None

ADVISORS PRESENT: Ken Deppe, Walter Ridley, Janey Dorrell

STAFF PRESENT: Ernesto Munoz – Staff Officer, Laurie Chavarria

1. Call to Order

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

2. Acknowledgement of Media

Chair Randazzo noted no members of the media were present.

3. Approval of the Agenda

Chair Randazzo revised the order of oral discussion agenda items and the Project Log was pulled from the Consent Calendar. The agenda was approved as amended.

4. Approval of Meeting Report for October 24, 2018

The Meeting Report for October 24, 2018 was approved as written.

5. Chairman's Remarks

Chair Randazzo commented on the guidelines he'd like to follow during the oral discussion of items 14 through 17. Chair Randazzo's quote for the day is "Mistakes are a fact of life. Learning from your mistakes is what counts..."

6. Member Comments - (Items Not on Agenda)

- Manuel Armendariz (917-D) commented on the budgeting process and water detection devices.
- Steve Leonard (696-D) commented water detection devices.
- Andre Torng (389-Q) commented on recommendations made by staff.

Staff Officer Ernesto Munoz, Chair Randazzo, and Director Morrison responded briefly to all comments.

Staff was directed to add the topic of water detection devices to Items for Future Agenda's.

7. Department Head Update

Staff Officer Ernesto Munoz provided an update on the dryers that were purchased from Third Mutual and placed in various stand-alone laundry rooms.

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.

The Project Log was pulled for discussion. A motion was made and unanimously carried to approve the remainder of the Consent Calendar.

8. Project Log

Item #14 Shepherd's Crook – Chair Randazzo asked if the same contractor will be used for the Shepherd's Crook installation work this year.

Item #19 Termite Fumigation Program – Chair Randazzo commented on the budget amount shown in the log.

Item #6 Prior-to-Paint (PTP) Program – Director Margolis commented on the locations being worked on by the Prior-to-Paint crew.

Staff Officer Ernesto Munoz responded to all questions and comments.

9. Maintenance Programs Reports

10. Expenditures Report & Variance Explanations

11. Toilet Replacement Report

12. Copper Pipe Supply Line Leak Report

Reports:

13. Supplemental Funding for Fumigation Program

Staff Officer Ernesto Munoz summarized the report and answered questions from the Committee.

The number of buildings requiring whole structure tenting varies each year and is unknown at the time the budget is adopted. Although the 2019 budget was originally proposed at \$218,000, deliberations during the budget review process reduced this budget to \$111,200, an amount that was still higher than the three-year historical average. Based on current pricing, the operating budget will only cover 14 fumigations and related accommodations.

To proceed with the necessary pest control treatments this year for all 37 building structures, which encompass 216 units and 3 carports, supplemental funding will be required.

Discussion ensued regarding budget recommendations from staff for the 2020 budget and other methods of fumigation.

A motion was made and unanimously approved to recommend the Board authorize a supplemental appropriation in the amount of \$104,762 to be funded from the Contingency Fund, to be used in addition to the annual operating budget, to provide whole structure fumigation and hotel accommodations during the 2019 Fumigation Program at an estimated total program cost of \$215,964.

14. Performance of Solar Installations (oral discussion)

Chair Randazzo read a recommendation to enact a new discussion group or discussion group to research their concerns about the solar installation project by JCI.

Discussion ensued regarding energy generation and who will volunteer to be a part of the solar discussion group.

The following members volunteered to be part of the "Solar Discussion Group" - Dick Rader, Reza Bastani, Walter Ridley, Andre Torng, Manuel Armendariz & Sue Margolis.

The discussion group was asked to provide an update at the next United M&C Committee meeting.

15. Laundry Pedestals (oral discussion)

Chair Randazzo discussed adding laundry pedestals to the Mutual's laundry machines. Staff Officer Ernesto Munoz provided a rough estimate on the cost of laundry pedestals.

Discussion ensued regarding earthquake safety, height of equipment, return on investment, revenue generated by washing machines and top load washing machines versus front load machines.

By consensus, the Committee agreed not to move forward with purchasing laundry pedestals.

16. Painting of Exterior Alterations (oral discussion)

Chair Randazzo commented on the possibility of painting exterior alterations. Staff Officer Ernesto Munoz answered questions from the Committee and read from the current alteration paint policy.

Discussion ensued regarding notification to residents, possible costs for alteration maintenance, correction notices for alteration repairs and staff resources.

A motion was made and unanimously approved to not modify the current alteration paint policy.

By consensus, staff was directed to include the current alteration paint policy with the paint program notifications that are sent to residents.

17. Drainage Concerns (oral discussion)

Advisor Deppe summarized his concerns regarding drainage, gutters and downspouts in various cul-de-sacs, using pictures he took with his drone.

Discussion ensued regarding drainage solutions, the annual concrete gutter repair program, adding funding for future budgets, the Mutual's priority for maintenance programs and reviewing solutions that can be made within this year's budget.

By consensus, staff was directed to propose funding for addressing drainage issues at the upcoming 2020 budget meeting.

Items for Future Agendas:

- Water Detection Devices (Flood Buzz)
- Solar Discussion Group Update
- Drainage Issue at Avenida Sevilla & El Toro Rd.
- Copper Pipe Supply Line Leak Report (April, August & December 2019)
- Drainage Improvements to Prevent Foundation Issues
- Stove Fire Prevention Devices (Fire Avert or Ionized Smoke Detector)
- Appliance Repair Cost Review for Staff vs. Vendor

Concluding Business:

Committee Member Comments

There were no member comments.

Date of Next Meeting – April 24, 2019

Adjournment

The meeting was adjourned at 12:04 p.m.

DRAFT

Carl Randazzo, Chair