



**OPEN MEETING**

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

**Tuesday, August 8, 2023 - 9:30 a.m.  
BOARD ROOM/VIRTUAL MEETING  
Laguna Woods Village Community Center, 24351 El Toro Road,  
Laguna Woods, California**

**NOTICE OF MEETING AND AGENDA**

The purpose of this meeting is to conduct the regular United Mutual Board Meeting in accordance with *Civil Code §4930* and was hereby noticed in accordance with *Civil Code §4920*

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- 1. Call to Order / Establish Quorum – President Ross**
- 2. Pledge of Allegiance to the Flag – Director Casey**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
  - a. July 11, 2023 – Regular Open Meeting
  - b. July 13, 2023 – United Budget Business Plan Review
  - c. July 27, 2023 – Agenda Prep Meeting
- 6. Report of Chair**
- 7. Open Forum (Three Minutes per Speaker) - *At this time Members only may address the Board of Directors regarding items not on the agenda and within the jurisdiction of this Board of Directors. The board reserves the right to limit the total amount of time allotted for the Open Forum to thirty minutes. A member may speak only once during the forum. Speakers may not give their time to other people, no audio or video recording by attendees, and no rude or threatening comments. Members can attend the meeting by joining the Zoom link <https://zoom.us/j/95563492734> or call 1 (669) 900-6833 or email [meeting@vmsinc.org](mailto:meeting@vmsinc.org) to have your message read during the Open Forum.***
- 8. Responses to Open Forum Speakers**
  - a. Response to open forum speakers
  - b. Response to past open forum speakers – Director Quam
- 9. VMS Board Update – Director Kenney**
- 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. 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 preliminary financials for the months of June 2023, such review is hereby ratified.
- b. **Recommendation from the Landscape Committee – None**
- c. **Recommendation from the Architectural Controls and Standards Committee**
  - 1. Recommendation to Approve the Variance Request for Atrium Enclosure with Non-Standard Opening in Wall at Manor 921-G Avenida Majorca
  - 2. Recommendation to Approve the Variance Request for Interior Stair Relocation and Bathroom Remodel at Manor 484-D Calle Cadiz
- d. Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in July 2023, and such review is hereby ratified. (CHECK LIST)
- e. **Recommendation from the Finance Committee – None**
- f. **Recommendation from the Governing Documents Review Committee**
  - 1. Recommendation to Approve Sublease & Application Package

**12. Unfinished Business**

- a. Entertain a Motion to Approve Revision to Architectural Standard 1: General Requirements **(July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- b. Entertain a Motion to Approve Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios] **(July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- c. Entertain a Motion to Approve the Recognition Agreement for Non-Institutional Lenders **(July initial notification – revised August – postpone – 28-day notification for member review and comments to comply with Civil Code §4360)**

### **13. New Business**

- a. Town Halls – (Oral Discussion)
- b. Entertain a Motion to Approve the Revised Rules for Committee Meetings **(August initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

### **14. Director Comments (Two minutes per director)**

### **15. Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Asgari. The Committee met on June 27, 2023; next meeting August 29, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Treasurer’s Report – July
  - (2) United Finance Committee Report – June
  - (3) Resales/Leasing Reports – July
- b. Report of the Architectural Controls and Standards Committee – Director Liberatore. The Committee met on July 20, 2023; next meeting August 17, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
- c. Report of Member Hearings Committee – Director Lee. The Committee met on July 13, 2023; next meeting August 10, 2023, 9:00 a.m. in the Sycamore Room and as a virtual meeting.
- d. Report of the Governing Documents Review Committee – Director Blackwell. The Committee met on July 20, 2023; next meeting August 17, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Casey. The Committee met on June 26, 2023; next meeting August 28, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Maintenance & Construction Committee – President Ross. The Committee met on June 28, 2023; next meeting August 23, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Liberatore. The Committee met on July 13, 2023; next meeting August 10, 2023, at 4:00 p.m. in the Elm Room and as a virtual meeting.

### **16. GRF Committee Highlights**

- a. Report of the GRF Finance Committee – Director Asgari. The Committee met on June 21, 2023; next meeting August 16, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - b. Report of the Community Activities Committee – Director Lee. The Committee met on July 17, 2023; next meeting August 10, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - c. Report of the GRF Landscape Committee – Director Quam. The Committee met on May 10, 2023; next meeting August 22, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - d. Report of the GRF Maintenance & Construction Committee – President Ross. The committee met on June 14, 2022; next meeting August 9, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
    - (1) Clubhouse (Facilities) Ad Hoc Committee – Director Bok. The Ad Hoc Committee met March 15, 2023; next meeting TBA.
  - e. Report of the Media and Communications Committee – Director Quam. The Committee met on July 17, 2023; next meeting September 18, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - f. Report of the Mobility and Vehicles Committee – Director Asgari. The Committee met on August 2, 2023; next meeting October 4, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - g. Report of the Security and Community Access Committee – Director Blackwell. The Committee met on June 28, 2023; next meeting August 23, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
    - (1) Laguna Woods Village Traffic Hearings – Director Achrekar. The Traffic Hearings were held on July 19, 2023; next hearings on August 16, 2023, at 9:00 a.m. in the Board Room.
    - (2) Report of the Disaster Preparedness Task Force – Director Liberatore. The Task Force met on July 25, 2023; next meeting September 26, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
    - (3) Report of the Compliance Ad Hoc Committee – Director Blackwell. The Committee met on July 14, 2023; next meeting August 11, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - h. Report of the Information Technology Advisory Committee – Director Casey. The Committee met on August 4, 2023; next meeting August 25, 2023 at 1:30 p.m. as a virtual meeting.
- 17. 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.**
- *Recognition Agreement for Non-Institutional Lenders*

- *Revised Rules for Committee Meetings*
- *Lodger Policy and Application*
- *Appliance Policy Changes*

**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.*

**CLOSED SESSION NOTICE AND AGENDA**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) July 11, 2023 – Regular Closed Meeting*

*Discuss and Consider Member Disciplinary Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Legal and Litigation Matters*

**19. Adjourn**

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**OPEN MEETING**

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

**Tuesday, July 11, 2023 - 9:30 a.m.  
Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

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Directors Present: Lenny Ross, Thomas Tuning, Anthony Liberatore, Alison Bok, Pearl Lee, Cash Achrekar, Vidya Kale, Maggie Blackwell, Azar Asgari, Diane Casey

Directors Absent: Sue Quam

Staff Present: CEO Siobhan Foster, Makayla Schwiertert, Paul Nguyen, Eric Nunez, Carlos Rojas, Jose Campos, Bart Mejia, Michael Horton, Kurt Wiemann

Others Present: GRF: Elsie Addington  
Third: None  
VMS: Manny Robledo  
Legal Counsel: Jeff Beaumont, Esq.

**1. Call Meeting to Order/Establish Quorum**

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

**2. Pledge of Allegiance to the Flag**

President Ross led the pledge of allegiance.

**3. Acknowledge Media**

The Village Television Camera Crew, by way of remote cameras, was acknowledged as present.

**4. Approval of Agenda**

President Ross asked if there were any changes to the agenda.

Director Tuning requested to move agenda item 11b (3) from the Consent Calendar to New Business.

Director Bok made a motion to approve the agenda as amended. Director Achrekar seconded.

Hearing no changes or objections, the motion to approve the agenda was approved unanimously.

## **5. Approval of Minutes**

- a. June 13, 2023 – Regular Open Meeting
- b. June 22, 2023 – Agenda Prep Meeting
- c. June 29, 2023 – Special Open Meeting

Director Blackwell requested a minor revision made to the June 13, 2023, Regular Open meeting minutes.

Director Bok made a motion to approve the amended minutes of June 13, 2023 – Regular Open Meeting, June 22, 2023 – Agenda Prep Meeting and June 29, 2023 – Special Open Meeting. Director Lee seconded.

Hearing no changes or objections, the meeting minutes were approved by unanimous consent.

## **6. Report of the Chair**

President Ross commented on the following items:

- Encouraged all residents to attend the financial budget meetings.
- Provided a reminder to keep the meeting professional and respectful.
- Welcomed the newly appointed United Director, Vidya Kale.

## **7. Open Forum (Three Minutes per Speaker)**

*At this time Members addressed the Board of Directors regarding items not on the agenda*

The following members made comments:

- A member commented and expressed frustration regarding a recent incident pertaining to landscapers trimming resident's plants without authorization from the member.
- A member requested for the United Board to discuss energy conservation at a future Town Hall Meeting.
- A member commented on the many benefits and savings of living in Laguna Woods Village.
- Assistant Corporate Secretary, Paul Nguyen, read a member comment regarding the Foundation of Laguna Woods Village.

## **8. Responses to Open Forum Speakers**

### **a. Response to Open Forum Speakers**

- Director Blackwell addressed the landscaping incident and provided feedback.
- Director Casey additionally addressed the landscaping incident.
- Director Lee stated that a future Town Hall discussing energy conservation is a



great idea.

- President Ross additionally agreed that energy conservation is great idea to discuss at a future Town Hall meeting.

**b. Response to Past Open Forum Speakers – Director Asgari**

Director Asgari provided responses to the previous Open Forum Speakers from the June Board meeting and advised on updates.

**9. VMS Board Update – Director Robledo**

VMS Director Robledo discussed the following topics:

- Bright Ideas Program
- KPIs – Vacancy and Termination Trends
- Resident Employment
- Reduce 2024 Staffing Budget
- Five-Year Funded Staffing Trend
- Reduced Nonvalue-Added Tasks
- Internal Audit Program
- Contractor Work Hours
- Other Work Hours
- Additional Events of Note

Director Robledo answered questions from the Board.

**10. CEO Report**

CEO Siobhan Foster discussed the following items:

- Gate 2 Closure for Asphalt Repair
- Business Plan Meetings – United
- New Resident Orientation
- Last Mulch Day of 2023
- Irrigation Master Control System
- Summer Real Estate Forum
- Opt out of Mailings

CEO Foster answered questions from the board.

**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. If 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. 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 preliminary financials for the month of May 2023, such review is hereby ratified.**

**b. Recommendation from the Landscape Committee**

- (1) Recommendation to Approve the Request for the Removal of One Silk Oak Tree Located at 100-A Via Estrada

**RESOLUTION 01-23-36**

**Approve Removal of One Silk Oak Tree  
100-A Via Estrada**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, Tree Removal Guidelines:

- a. 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.
- b. Trees should not be removed because of view obstruction.
- c. Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- d. Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on June 26, 2023, the Landscape Committee reviewed the request from the Member at 100-A, to remove one Silk Oak tree; and

**WHEREAS**, the reasons cited by the resident for the removal are structural and sewer damage; and

**WHEREAS**, staff inspected the condition of the tree and found two large roots growing under the foundation of the unit; and

**WHEREAS**, the committee determined that the tree meets the guidelines established in Resolution 01-13-17, and thereby recommends approving the request for the removal of one Silk Oak tree located at 100-A Via Estrada;

**NOW THEREFORE BE IT RESOLVED**, July 11, 2023, the Board of Directors approves the request for the removal of one Silk Oak tree located at 100-A; and

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

- (2) Recommendation to Approve the Request for the Removal of One Fern Pine Tree Located at 559-C Avenida Sevilla

**RESOLUTION 01-23-37**

**Approve Removal of One Fern Pine Tree  
559-C Avenida Sevilla**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-17, Tree Removal Guidelines:

- e. 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.
- f. Trees should not be removed because of view obstruction.
- g. Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- h. Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on June 26, 2023, the Landscape Committee reviewed the request from the Member at 559-C, to remove one Fern Pine tree; and

**WHEREAS**, the reason cited by the resident for the removal is overgrown; and

**WHEREAS**, staff inspected the condition of the tree and found the proximity of the tree to the unit to be too close considering the typical growth patterns of the species. The tree would require annual trimming to maintain it in this location; and

**WHEREAS**, the committee determined that the tree meets the guidelines established in Resolution 01-13-17, and thereby recommends approving the request for the removal of one Fern Pine tree located at 559-C Avenida Sevilla;

**NOW THEREFORE BE IT RESOLVED**, July 11, 2023, the Board of Directors approves the request for the removal of one Fern Pine tree located at 559-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.

- c. **Recommendation from the Architectural Control and Standards Committee - None**
- d. **Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in June 2023, and such review is hereby ratified.**
- e. **Recommendation from the Finance Committee - None**
- f. **Update GRF Committee Assignments**

**RESOLUTION 01-23-38**

**United Laguna Woods Mutual Committee Appointments**

**RESOLVED**, July 11, 2023, that the following persons are hereby appointed to serve the Corporation in the following capacities:

**Architectural Controls and Standards Committee**

Anthony Liberatore (Chair)

Maggie Blackwell

Sue Quam

**Finance Committee**

Azar Asgari, Chair

Thomas Tuning

Alison Bok

Non-Voting Advisors: Mike Daillak, Robert Radus

**Governing Documents Review Committee**

Maggie Blackwell (Chair)

Diane Casey

Sue Quam

Vidya Kale

Non-Voting Advisors: Dick Rader, Juanita Skillman, Mary Stone

**Landscape Committee**

Diane Casey (Chair)

Sue Quam

Anthony Liberatore

Non-Voting Advisors: Ann Beltran, Mary Sinclair

**Landscape Tree Ad Hoc**

Diane Casey (Chair)

Non-Voting Advisors: Cheryl Nielsen, Mary Sinclair, Ken Benson,  
Jack Salvador, Carl Randazzo, Robert Reyes

**Maintenance and Construction Committee**

Lenny Ross (Chair)

Alison Bok

Vidya Kale

**Members Hearing Committee**

Pearl Lee (Chair)

Thomas Tuning  
~~Alison Bok~~  
Cash Achrekar

**New Resident Orientation**

~~Maggie Blackwell~~  
~~Cash Achrekar (Chair)~~  
~~Pearl Lee~~  
Lenny Ross (Chair)  
Tom Tuning  
Alison Bok

**Resident Advisory Committee**

Anthony Liberatore (Chair)  
Pearl Lee  
Cash Achrekar

**Investment Ad Hoc Committee**

Azar Asgari, (Chair)  
Alison Bok  
Members: Ken Benson, Mike Daillak, Robert Cunningham

**Loan Ad Hoc Committee**

Azar Asgari (Chair)  
Non-Voting Advisor: Manny Robledo  
Members: Ken Benson, Eric Carlson, Richard Lapoint, Robert Tucker

**RESOLVE FURTHER** that all directors are considered alternate members of each committee "Alternate." Each Alternate may serve as a substitute for another director that is unable to attend a meeting ("Substitute"). Committee Member Alternates cannot substitute for more than two (2) consecutive meetings. This will allow any director to ask any other director to sit in their stead during a temporary absence or unavailability. Of course, we can modify this and structure this any way the Board feels is best. However, the concept is that the Board, in advance, will approve any director sitting on a committee on a temporary basis when necessary to fill in for another director.

**RESOLVED FURTHER** Resolution 01-23-32, adopted June 13, 2023, 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 01-23-39**

**Golden Rain Foundation Committee Appointments**

**RESOLVED**, July 11, 2023, 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:

**GRF Community Activities Committee**

Diane Casey  
Pearl Lee

**GRF Finance**

Azar Asgari  
Thomas Tuning

**GRF Landscape Committee**

Diane Casey  
Sue Quam

**GRF Maintenance & Construction**

Lenny Ross  
~~Mary Simon~~  
Cash Achrekar

**Clubhouses & Facilities Renovation Ad Hoc Committee**

Anthony Liberatore  
~~Mary Simon~~  
Alison Bok

**GRF Media and Communications Committee**

Maggie Blackwell  
Sue Quam

**GRF Mobility and Vehicles Committee**

Azar Asgari  
Alison Bok

**GRF Security and Community Access**

Maggie Blackwell  
~~Cash Achrekar~~  
Vidya Kale

**Disaster Preparedness Task Force**

Anthony Liberatore  
Cash Achrekar

**Laguna Woods Village Traffic Hearings**

Cash Achrekar

~~Pearl Lee~~

Vidya Kale

**Purchasing Ad Hoc Committee**

Thomas Tuning

Lenny Ross

**Information Technology Advisory Committee**

Diane Casey

~~Mary Simon~~

Sue Quam

**Broadband Ad Hoc Committee**

Diane Casey

Alison Bok

Maggie Blackwell

**Website Ad Hoc Committee**

Anthony Liberatore

Azar Asgari

**Compliance Ad Hoc Committee**

Maggie Blackwell

Pearl Lee

**Finance Advisory Group**

Tom Tuning

**RESOLVED FURTHER**, that Resolution 01-23-33, adopted June 13, 2023, 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.

Director Tuning made a motion to approve the Consent Calendar as amended. Director Blackwell seconded.

Hearing no changes or objections, the motion to approve the Consent Calendar was approved unanimously.

**12. Unfinished Business - None**

**13. New Business**

**a. United Mutual Town Hall Meeting Report, June 9, 2023**

Director Bok provided updates regarding the June 9, 2023 Town Hall meeting that had a focus on purchase of property insurance for United's assets.

Director Tuning advised the following topics will be discussed at upcoming Town Hall Meetings:

- July 2023 – Landscape
- August 2023 – Alterations
- September 2023 – Conservation Energy

**b. Entertain a Motion to Approve Revision to Architectural Standard 1: General Requirements (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

**RESOLUTION 01-23-XX**  
**Section 1: General Requirements**

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

**WHEREAS**, the General Requirements are and should remain the same for all Standards;

**NOW THEREFORE BE IT RESOLVED**, August 8, 2023, that the Board hereby adopts Standard 1 – General Requirements for all Standards as attached to the official meeting minutes; and

**RESOLVED FURTHER**, that Resolution 01-18-57 adopted June 12, 2018, is hereby superseded in its entirety and no longer in effect; and

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

Michael Horton, Manor Alterations Manager, provided an overview of the revision to Section 1: General Requirements standards.

Director Blackwell made a motion to approve the Resolutions for discussion



purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Casey seconded the motion.

Discussion ensued among the Board.

There being no changes, the motion was approved unanimously. (JULY Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

- c. Entertain a Motion to Approve Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios] (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

**RESOLUTION 01-23-XX**  
**Revise Alteration Standard 15: Floor Coverings: Exterior**  
**[Balconies and Patios]**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 15: Floor Coverings: Exterior;

**NOW THEREFORE BE IT RESOLVED**, August 8, 2023, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 15: Floor Coverings; Exterior [Balconies and Patios], attached as part of the Official Minutes; and

**RESOLVED FURTHER**, that Resolution 01-18-105, adopted September, 2018 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.

Michael Horton, Manor Alterations Manager, provided an overview of the Revisions to Alteration Standard 15: Floor Coverings: Exterior Balconies and Patios.

Director Bok made a motion to approve the Resolutions for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Blackwell seconded the motion.

Discussion ensued among the Board.

There being no changes, the motion was approved unanimously. (JULY Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).

- d. Entertain a Motion to Approve the Recognition Agreement for Non-Institutional Lenders (July initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

**Resolution 01-23-XX**  
**Recognition Agreement for Non-Institutional Lenders**

**WHEREAS**, the United Laguna Woods Mutual Board of Directors carries a fiduciary financial obligation of the Corporation; and

**WHEREAS**, United Laguna Woods Mutual Bylaws, Article III, Section 1 provides that prospective members unable to satisfy financial requirements may be approved for Membership if another financially qualified person enters into an Agreement with the Corporation to become financially responsible for expenses associated with such membership and that other person meets the financial requirements established by the Corporation, and

**WHEREAS**, a Guarantor Agreement has been developed to comport with the Article III, Section 1 of the Bylaws and has been in use for many years, and

**WHEREAS**, on June 27, 2023 the United Finance Committee approved the United Recognition Agreement for Non-Institutional Lenders whose purpose is to research loan options and reexamine current policies restricting the use of private loans; and

**WHEREAS**, prospective members currently have two avenues available to satisfy United Laguna Woods Mutual financial requirements: (1) they may qualify financially on their own merits with or without a loan from a qualified financial institution or non-institutional lender who have entered into an individual recognition agreement with the Corporation. (2) they may obtain a Guarantor who meets the financial qualifications established by United Laguna Woods Mutual from time to time,

**NOWHEREFORE BE IT RESOLVED**, August 8, 2023, that Board of Directors of this Corporation hereby approves the United Recognition Agreement for Non-Institutional Lenders as attached; and

**RESOLVED FURTHER**, the Resolution 01-16-107 adopted on November 8 2016, is hereby is superseded and cancelled.

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

Jeff Beaumont, Esq. entered the meeting at 10:51 a.m. and provided an overview of

the Recognition Agreement for Non-Institutional Lenders.

Director Bok made a motion to approve the Resolutions for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Asgari seconded the motion.

Director Bok made an amendment to the original motion, requesting to table the Recognition Agreement for Non-Institutional Lender document and be reviewed by Jeff Beaumont, Esq. Director Casey seconded.

Discussion ensued among the Board.

Three (3) members provided their stance regarding the item in discussion.

Director Bok withdrew her previous motions and made a new motion to postpone discussion of the Recognition Agreement for Non-Institutional Lender document for the August meeting, pending review by Legal Counsel. Director Casey seconded.

There being no changes, the motion was called to a vote and passed 9-1. Director Liberator opposed.

**e. Entertain a Motion to Approve the Investment Advisor Selection**

**RESOLUTION 01-23-40**  
**Investment Advisor Selection**

**WHEREAS**, June 27, 2023, the United Finance Committee approved a recommendation to enter into agreement with JP Morgan (Chase Bank) (“Investment Advisor”) to provide investment management services for United Laguna Woods Mutual (“Corporation”) hereby authorizing the investment of funds on behalf of the Corporation; and

**WHEREAS**, the United Laguna Woods Mutual 2023 Investment Policy provides guidelines and limitations for the responsible management of cash available for investment which applies to all financial assets of United, including all Cash in Investment Accounts both Discretionary and non-Discretionary; and

**WHEREAS**, that all investments on behalf of this corporation must be made with the underlying principles in the following order of priority: (1) safety, (2) liquidity, where applicable, and (3) yield; and

**WHEREAS**, that the Board of Directors of this Corporation hereby authorizes to retain an Investment Manager and to give that Manager discretion to transact purchases and sales of investments. Such discretion is subject to the underlying conditions as stated in the Investment Policy; and

**NOW THEREFORE BE IT RESOLVED**, August 8, 2023, that Board of Directors of this Corporation hereby approves entering into an agreement with JP Morgan (Chase Bank) to provide investment management services.

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

Director Bok made a motion to approve the Resolution for Investment Advisor Selection. Director Casey seconded the motion.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed 9-0-1. Director Achrekar abstained.

Jeff Beaumont, Esq. Left the meeting at 12:04 p.m.

**THIS ITEM WAS MOVED TO NEW BUSINESS DURING THE APPROVAL OF AGENDA  
f. Recommendation to Add Two Full Time Equivalents (FTE) to the Grounds  
Maintenance Department in the 2024 Budget**

Director Tuning made a motion to table the Recommendation to Add Two Full Time equivalent to the Grounds Maintenance Department in the 2024 Budget, to be discussed at the July 13, 2023, Budget Meeting. Director Casey seconded.

Discussion ensued among the Board.

A member provided their stance regarding the item in discussion.

Hearing no changes, the motion was called to a vote and passed 7-1-2. Director Asgari opposed. Directors Achrekar and Liberatore abstained.

**14. Directors' Comments (Two minutes per director) – None**

**15. United Mutual Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Asgari. The Committee met on June 27, 2023; next meeting July 25, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Treasurer's Report – June
  - (2) United Finance Committee Report – June
  - (3) Resales/Leasing Reports – June
  - (4) Report of the Private Loan Research Ad Hoc Committee – Director Asgari. The Ad Hoc Committee met on May 24, 2023; next meeting TBA.
- b. Report of the Architectural Controls and Standards Committee – Director

Liberatore. The Committee met on June 15, 2023; next meeting July 20, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.

- c. Report of Member Hearings Committee – Director Lee. The Committee met on; June 8, 2023; next meeting July 13, 2023, 9:00 a.m. in the Sycamore Room and as a virtual meeting.
- d. Report of the Governing Documents Review Committee – Director Blackwell. The Committee met on June 15, 2023; next meeting July 20, 2023, 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Casey. The Committee met on June 26, 2023; next meeting August 28, 2023, 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Report of the Tree Ad Hoc Committee (Working Group) – Director Casey. The Ad Hoc Committee met on June 22, 2023.
- f. Report of the Maintenance & Construction Committee – President Ross. The Committee met on June 28, 2023; next meeting August 23, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Liberatore. The committee met on June 8, 2023; next meeting July 13, 2023, at 4:00 p.m. in the Elm Room and as a virtual meeting.

Director Asgari left the meeting at 12:21 p.m.

## **16. GRF Committee Highlights**

- a. Report of the GRF Finance Committee – Director Asgari. The committee met on June 21, 2023; next meeting August 16, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- b. Report of the Community Activities Committee – Director Lee. The committee met on June 8, 2023; next meeting July 17, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- c. Report of the GRF Landscape Committee – Director Quam. The committee met on May 10, 2023; next meeting August 9, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- d. Report of the GRF Maintenance & Construction Committee – Director Bok. The committee met on June 14, 2022; next meeting August 9, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - (1) Clubhouse (Facilities) Ad Hoc Committee – Director Bok. The Ad Hoc

Committee met March 15, 2023; next meeting TBA.

- e. Report of the Media and Communication Committee – Director Quam. The committee met on June 19, 2023; next meeting July 17, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Mobility and Vehicles Committee – Director Bok. The Committee met on June 7, 2023; next meeting August 2, 2023, at 1:30 p.m. in the Board Room.
- g. Report of the Security and Community Access Committee – Director Blackwell. The Committee met on June 28, 2023; next meeting August 23, 2023, at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Laguna Woods Village Traffic Hearings – Director Achrekar. The Traffic Hearings were held on May 17, 2023; next hearings on July 19, 2023, at 9:00 a.m. in the Board Room.
  - (2) Report of the Disaster Preparedness Task Force – Director Liberatore. The Task Force met on June 5, 2023; next meeting July 25, 2023, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - (3) Report of the Compliance Ad Hoc Committee – Director Blackwell. The Committee met on June 9, 2023; next meeting July 14, 2023, at 9:30 a.m. in the Sycamore Room.
- h. Report of the Information Technology Advisory Committee – Director Casey. The Committee met on June 30, 2023; next meeting July 28, 2023 at 1:30 a.m. as a virtual meeting.

#### **17. Future Agenda Items**

- *Revision to Architectural Standard 1: General Requirements*
- *Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios]*
- *Recognition Agreement for Non-Institutional Lenders*

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

The meeting recessed at 12:33 p.m. into the Closed Session.

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

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) June 13, 2023 – Regular Closed Meeting*

*(b) June 29, 2023 – Special Closed Meeting*

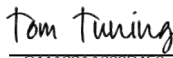
*Discuss and Consider Member Disciplinary Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*  
*Discuss and Consider Legal and Litigation Matter*

**19. Adjourn**

The meeting was adjourned at 5:28 p.m.

DocuSigned by:  
  
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\_\_\_\_\_  
Tom Tuning, 1<sup>st</sup> Vice President of the Board  
United Laguna Woods Mutual

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**OPEN MEETING**

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

**Thursday, July 13, 2023 – 1:30 p.m.**  
**Laguna Woods Village Board Room/Virtual**  
24351 El Toro Road, Laguna Woods, California

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**Directors Present:** Lenny Ross, Thomas Tuning, Alison Bok, Diane Casey, Pearl Lee, Maggie Blackwell, Sue Quam

**Directors Absent:** Anthony Liberatore, Cash Achrekar, Azar Asgari

**Staff Present:** Siobhan Foster, Jose Campos, Manuel Gomez, Robert Carroll, Kurt Wiemann

**Others Present:** Juanita Skillman, Elsie Addington

**Call Meeting to Order – Lenny Ross, President**

President Lenny Ross called the meeting to order at 1:30 p.m. and confirmed there is a quorum.

**Approval of Agenda**

A motion was made and carried unanimously to approve the agenda as presented.

**Member Comments**

None.

**Review of the 2024 Business Plan – Version 2**

Jose Campos, Assistant Director of Financial Services, presented an overview of the proposed 2024 Business Plan Version 2 to gain some direction from the Board. Several questions were asked by Board members. Questions were addressed and noted by staff. No actions were taken.

A member requested that staff generate a report listing on savings.

A member commented on the previous United Surpluses that have occurred.

Staff requested that changes be provided within a 10-day period, so they can be presented as Version 3 at the next budget meeting.

**Director's Comments**

None

**Adjournment**

The meeting was adjourned at 3:24 p.m.

DocuSigned by:

*Tom Tuning*

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Tom Tuning, First Vice President  
United Laguna Woods Mutual Board of Directors



**OPEN SESSION**

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

**Thursday, July 27, 2023, at 2:00 p.m.  
24351 El Toro Road, Laguna Woods, California  
WILLOW ROOM/VIRTUAL MEETING**

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**The purpose of this meeting is to discuss items for the regular board meeting agenda**

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Directors Present: Lenny Ross, Maggie Blackwell, Pearl Lee, Azar Asgari,  
Thomas Tuning, Anthony Liberatore, Sue Quam, Cash  
Achrekar, Vidya Kale

Directors Absent: Diane Casey, Alison Bok

Staff Present: Carlos Rojas, Paul Nguyen, Makayla Schwieter

Others Present: None

**1. Call Meeting to Order / Establish Quorum –President Ross**

First Vice President Tuning called the meeting to order at 2:05 p.m. and established that a quorum was present.

**2. Approval of the Agenda**

President Ross called for an approval of the agenda.

Azar approves. Maggie Second.

Hearing no changes or objections, the agenda was approved by consent.

Director Cash Achrekar entered the meeting at 2:13 p.m.

**3. Discuss and Consider Items for the United Board Regular Meeting (open and closed sessions) on August 8, 2023**

Director Asgari made a motion to add a redline version of the document to item 13c. Director Quam seconded.

Hearing no changes or objections, the motion was called to a vote and failed 3-5. Directors Asgari, Tuning, and Quam voted for.

- A member commented about insurance
- A member commented on sublease
- A member commented on town halls

Director Asgari made a motion to approve the open agenda. Director Blackwell seconded.

Hearing no changes or objections, the motion to approve the open agenda was approved by unanimous consent.

Director Blackwell made a motion to approve the closed agenda. Director Achrekar seconded.

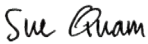
Hearing no changes or objections, the motion to approve the closed agenda was approved by unanimous consent.

**4. Director Comments**

- Director Tuning commented that there will be a Budget Meeting the following day

**5. Adjournment**

President Ross adjourned the meeting at 3:17 p.m.

DocuSigned by:  
  
9CDE08FBF20D439  
Sue Quam, Secretary of the  
United Mutual Laguna Woods



**RESOLUTION 01-23-XX**

**Variance Request**

**WHEREAS**, Member of 921-G Avenida Majorca, a Granada style manor, requests Board approval of a variance for an Atrium Enclosure with Non-Standard Opening in Wall; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on July 20, 2023; and

**WHEREAS**, the Architectural Controls and Standards Committee reviewed the variance and moved for approval of the variance for an Atrium Enclosure with Non-Standard Opening in Wall;

**NOW THEREFORE BE IT RESOLVED**, on August 08, 2023, the United Laguna Woods Mutual Board of Directors hereby approve the request for an Atrium Enclosure with Non-Standard Opening in Wall; and

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Member at 921-G Avenida Majorca and all future Mutual Members at 921-G Avenida Majorca; and

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

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**RESOLUTION 01-23-XX**

**Variance Request**

**WHEREAS**, Member of 484-D Calle Cadiz, a Seville style manor, requests Board approval of a variance for an Interior Stair Relocation and Bathroom Remodel; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Members of affected units notifying them that an application to make an alteration to a neighboring unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on July 20, 2023; and

**WHEREAS**, the Architectural Controls and Standards Committee reviewed the variance and moved for approval of the variance for an Interior Stair Relocation and Bathroom Remodel;

**NOW THEREFORE BE IT RESOLVED**, on August 08, 2023, the United Laguna Woods Mutual Board of Directors hereby approve the request for an Interior Stair Relocation and Bathroom Remodel; and

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Member at 484-D Calle Cadiz and all future Mutual Members at 484-D Calle Cadiz; 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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## Sublease Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny sublease applications to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select sublease applications for the period ending July 31, 2023.

- \_\_\_\_\_ Shareholder date
- \_\_\_\_\_ Sublease application
- \_\_\_\_\_ Sublease agreement or addendum/extension
- \_\_\_\_\_ Credit report, FICO score
- \_\_\_\_\_ Background check
- \_\_\_\_\_ Emergency/CodeRed form
- \_\_\_\_\_ Criminal record
- \_\_\_\_\_ Age verification

I certify that a random and representative sampling of sublease applications was reviewed to the best of my ability. The applications confirm to established rules and regulations.

**UNITED LAGUNA WOODS MUTUAL**

Signature *Anthony M. Libenabok*

Print Name ANTHONY M. LIBENABOK

Title DIRECTOR

Date 08/01/2024

**UNITED LAGUNA WOODS MUTUAL**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Membership Trust Transfer Review Confirmation Checklist

By way of Resolution 01-20-52, the Board of Directors of United Laguna Woods Mutual has elected to delegate its authority to act upon and approve or deny membership trust transfer requests to an authorized agent. On a monthly basis, a subcommittee of the Board, consisting of United's secretary and at least one other director, shall randomly check select membership trust transfer applications for completeness and conformance with established rules and regulations.

The undersigned Board members affirm that they have reviewed select membership trust transfer applications for the period ending July 31, 2023.

- Staff report
- Financial qualifications met
- Attorney opinion letter
- Membership certificate; death certificate (if applicable)
- Credit report, FICO score
- Background check
- Emergency / CodeRed form
- Criminal record
- Age verification

I certify that a random and representative sampling of membership trust transfer applications was reviewed to the best of my ability. The applications confirm to established rules and regulations.

**UNITED LAGUNA WOODS MUTUAL**

**UNITED LAGUNA WOODS MUTUAL**

Signature *Anthony M. Libonatore*

Signature \_\_\_\_\_

Print Name ANTHONY M. LIBONATORE

Print Name \_\_\_\_\_

Title DIRECTOR

Title \_\_\_\_\_

Date 08/01/2023

Date \_\_\_\_\_

## **ENDORSEMENT (to Board)**

### **Discuss and Consider: Sublease Permit & Application Package**

On June 15, 2023, the Governing Documents Review Committee met to discuss its current Sublease Permit and Application Policy which was adopted with Qualifiers on February 9, 2021. The Committee elected to make minor revisions which appear to be non-substantive in nature.

On July 20, 2023, the United Governing Documents Review Committee reviewed the Sublease Permit & Application Package.

Director Casey made a motion to forward the Sublease Application to the full board as part of the Consent Calendar since the changes are non-substantive in nature. Director Kale seconded the motion.

By way of consensus, the motion passed.

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## STAFF REPORT

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**DATE:** August 8, 2023  
**FOR:** United Governing Documents Review Committee  
**SUBJECT:** United Sublease Permit and Application Policy

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### **RECOMMENDATION**

Approve revisions to the existing United Sublease Permit and Application Policy (ATT 2) made by the United Governing Documents Review Committee.

### **BACKGROUND**

On June 15, 2023, the United Governing Documents Review Committee met to discuss its current Sublease Permit and Application Policy which was adopted with Qualifiers on February 9, 2021. Please refer to Resolution 01-21-11 (ATT 1). After a lengthy discussion, the Committee elected to make minor revisions which appear to be non-substantive in nature (ATT 3). The Committee requested staff to obtain legal counsel's input with respect to the Subordination provision under the Permit to Sublease a Unit General Conditions, Section 16. Counsel changed the word "sublessee" to "sublessor" in one instance and recommended that the provision remain in the policy.

### **DISCUSSION**

United Laguna Woods Mutual has adopted multiple policies and qualifiers in prior years to bolster the owner-occupied nature of a cooperative housing development. The Committee reviewed the Mutual's existing Sublease Permit and Application Policy and recommended revisions to comport with current practices.

Civil Code § 4739 allows owner-occupants to rent out a portion of their dwelling unit so long as the owner(s) are in residence. Use of the so-called lodger law (Civil Code § 1946.5) was briefly discussed as an acceptable means to comport with Civil Code § 4739. Members of the Governing Documents Committee unanimously endorsed this matter being referred to corporate counsel for assistance to prepare a separate draft policy .

Since the proposed changes appear to be non-substantive in nature, it may not be necessary to send the policy to the Board or make changes to Resolution 01-21-11 and its Qualifiers for subleasing units.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Patty Kurzet, Membership Services Coordinator

**Reviewed By:** Pamela Bashline, Community Services Manager  
Jeff Spies, Community Services Supervisor

### **ATTACHMENT(S)**

ATT 1 – Resolution 01-21-11

ATT 2 – Proposed Sublease Policy and Application - Clean

ATT 3 – Proposed Sublease Policy and Application – Redline

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**RESOLUTION 01-21-11**  
**Sublease Policy and Application Packet Qualifiers for Subleasing Units**  
**Adopted February 9, 2021**

WHEREAS, pursuant to its governing documents, the Board of Directors has the power and authority to adopt reasonable operating rules; and

WHEREAS, Assembly Bill 3182 became effective January 1, 2021 and United Laguna Woods Mutual is prepared to comply with legislation which eliminates all “unreasonable restrictions” on rentals within the community; and

WHEREAS, Assembly Bill 3182 requirements dictate that United Laguna Woods Mutual must change the minimum rental period from 90 days to 30 days; the maximum number of units that are allowed to be rental units from 20% (1,265 units) to 25% (1,581); and that United Laguna Woods Mutual can no longer restrict a member from subleasing his unit for one year from the date of purchase;

NOW THEREFORE, BE IT RESOLVED, February 9, 2021 that the Board of Directors hereby amends the Sublease Policy and Qualifiers for Subleasing Units in order to comply with Assembly Bill 3182;

RESOLVED FURTHER, Resolution 01-13-50 adopted March 20, 2013 is hereby superseded, canceled and replaced with this resolution that includes Exhibit A, Qualifiers for Subleasing Units; and

RESOLVED FURTHER, Resolution 01-10-222, adopted October 22, 2010 is hereby cancelled; and

RESOLVED FURTHER, Resolution 01-17-92 adopted August 8, 2017 is cancelled; and

RESOLVED FURTHER, Resolution 01-16-87 adopted August 9, 2016 is cancelled and eliminates the restriction of a member from subleasing a unit for one year from date of purchase; and

RESOLVED FURTHER, Resolution 01-96-33 adopted March 12, 1996 is hereby cancelled since it is no longer applicable; and

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

**Exhibit A**  
**QUALIFIERS FOR SUBLEASING UNITS**  
Resolution 01-21-11; February 9, 2021

1. A cap on the number of units that may be subleased at any one time in United's development equal to **twenty five percent** (25%) or 1,581 of the total units; and
2. A prohibition on subleases shorter in duration than **thirty** (30) days and no longer than twelve (12) months, subject to renewal; and
3. A prohibition on any member owning more than one membership/unit in United, and/or being identified as the "member" under more than one Occupancy Agreement, at any one time, except as provided for and subject to certain conditions under United's Interim Dual Ownership Agreement (as provided in Resolutions U-02-164, 01-10-222 and 01-03-147), including but not limited to the requirements that (i) a member may not sublease a unit listed for sale during any permitted period of dual ownership, (ii) the member must reasonably proceed to sell the unit listed for sale within six (6) months from the member's signing of the Interim Dual Ownership Agreement, (iii) the Board is prohibited from approving any individual member's request for an Interim Dual Ownership Agreement more frequently than one (1) time in any two (2) year period and (iv) with respect to dual ownership, both trustees and beneficiaries under any trust having any ownership interest in a unit/membership shall be considered a member with respect to such unit/membership; and
4. The requirement that no member may sublease his/her unit if delinquent in carrying charges or assessments at the time of the proposed/intended sublease, except with Board approval and subject to an assignment of rents (as set forth in Resolutions U-91-73 and U-01-10); and
5. The requirement that all sublessees meet the age requirements for occupancy and residency as required and established under United's governing documents and California Civil Code Section 51.3 (and any successor statute); and
6. The requirement that members and/or sublessees provide to United, as set forth in United's governing documents and pursuant to yearly renewal requirement obligations, the following information with respect to each sublessee of the member's unit, on such form(s) as United may prescribe from time to time: full name; age and birth date; statistical information; identity verification; written agreement to comply with United's governing documents; telephone number; and other information and documentation required by United under its Application for Permit to Lease Premises and any related documents; and
7. The requirement that the member pay certain fees related to the sublease of the member's unit, including without limitation fees related to lease permits processing; lease permits, lease permit extensions, lease permit renewals, secured deposits of third-party charges and application costs; and
8. The requirement that the member transfer his/her rights to use the common areas,



facilities and amenities of United's development to the member's sublessee, and that the member and his/her sublessee comply with any and all prohibitions and/or restrictions established by Golden Rain Foundation ("GRF") with respect to the use of GRF's common amenities and facilities; and

9. The requirement that sublessees of a member's unit must, at all times, comply with all of the provisions of United's governing documents applicable to the residency, occupancy and use of units and United's development; and

10. The right of United to levy fines and impose discipline against a member for the violation of United's governing documents by the member's sublessee, and/or, to the extent permitted by United's Bylaws and applicable laws, to impose discipline against the sublessee for such violation; and

11. A non-exclusive grant to United of the member's rights to enforce United's governing documents against the member's sublessee if the member fails to gain the sublessee's compliance, including but not limited to the ability of United to evict the sublessee under an unlawful detainer action; and

12. An assignment of rents in favor of United in the event the member is delinquent in the payment of their carrying charges and/or assessments, as provided in United's Occupancy Agreement, and the requirement that the sublessee pay his/her rent payments to United upon United's notice and demand of such assignment; and

13. The requirement that the member be financially liable to United for any damage within the member's unit or other portions of United's development caused by the sublessee; and

14. The requirement that the member be the responsible party to obtain any required approval from United for any and all proposed alterations, additions, improvements and modifications to the member's unit; and

15. The requirement that only a member of United named under an Occupancy Agreement has the right to sublease their entire unit; partial sublease of unit is prohibited.



## **Application for Sublease Permit Check List**

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Please turn in a complete package with all the documents below:

- Sublease Agreement** between Member and Sublessee for the current year. (Separate from this application, it is the Member's responsibility to execute a sublease agreement, not included within this package, and not provided by Laguna Woods Village Leasing office.)
- Credit Report with FICO Score** from Experian, TransUnion or Equifax
- Nationwide Background Check** - Examples:  
[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)  
[www.american-apartment-owners-association.org](http://www.american-apartment-owners-association.org)  
[www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes. Some nationwide background checks include the credit report with FICO score.)

The information provided must be legible for digital imaging.

Complete Package can be submitted:

**BY MAIL**

Laguna Woods Village  
Attention Leasing  
P.O. Box 2220  
Laguna Hills, CA 92654-2220

**DROP OFF (Black drop box in front of  
Community Center entrance)**

Laguna Woods Village  
Attention Leasing  
24351 El Toro Road  
Laguna Woods, CA 92637



## **Subleasing Information for Sublessors – Co-ops**

The United Laguna Woods Mutual Bylaws define a Sublessee as any person or persons who sublease a Unit from a Member for such period of time and on such forms as authorized by the Board of Directors from time to time (Bylaws: Art II, Sec 3 (f)). A “Unit” is defined as a dwelling owned by the Corporation (Bylaws: Art II, Sec 3 (g)). United Mutual Members may sublease their Unit for up to 12 months. The sublease is renewable annually. A Member may not assign the Occupancy Agreement or sublet the dwelling unit without the prior written consent of the Corporation. Unit subleases may not be less than 30 days, and consent to one subleasing shall not obligate the Corporation to consent to any other subleasing. The cap on total sublet units is twenty five percent (25%) or 1,581 units.

### **MEMBER IDENTIFICATION CARDS**

Resident ID cards are collected from Members when they execute a Waiver and Consent form giving up their right to use community facilities. Upon surrender of the card, the Member is given a Non-resident Pass that provides the Member access to the community for the purpose of inspecting the subleased premises. This pass does not permit use of or access to the community facilities.

### **BOARD OF DIRECTORS APPROVAL**

Once a complete Application for Permit to Sublease Premises is received by the Leasing Specialist, it is submitted to the Corporation for approval. Sublessee ID cards are not issued until all paperwork is received and the board of directors has approved the application.

Please allow a minimum of **SEVEN WORKING DAYS** from date of submittal of completed, executed documents for obtaining Corporation approval. The Permit will be emailed to the Sublessor or his agent following Board approval. The Member is responsible for providing a copy of the approved Permit to the Sublessee.

The following information is required in order to process the Application for Permit to Sublease Premises:

1. Fully completed documents in the attached packet;
2. Check in the amount of \$160 made payable to the Golden Rain Foundation (or GRF);
3. Member’s Resident ID card;
4. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Sublessee.

Sublessee ID cards will be available no sooner than seven days prior to the sublease start date and only after the Corporation has approved the application. A Waiver of Liability form must be executed by the Sublessor and Sublessee if the Sublessee requires access to the Community prior to the sublease start date.

**SUBLEASE PERMIT FEES\***

**ATT 2**

Sublease Permit Processing Fee	\$160.00
Sublease Permit Extension (if less than 12 mos)	\$ 60.00
Sublease Permit Rush Fee	\$100.00
* United Additional Occupancy Monthly Fee	\$ 50.00
* GRF Additional Occupancy Monthly Fee	\$100.00
<b>* Total amount due in advance.</b>	

\*All fees are subject to change as determined by the Board of Directors.

Additional fees may be applicable; these may include, but are not limited to, a \$25 or greater charge for non-return of Sublessee ID cards, guest passes, care provider ID Cards and passes, etc.

**SHORT-TERM SUBLEASES**

No unit may be advertised for sublease shorter in duration than thirty (30) days in any print media (such as newspapers, magazines, local bulletins boards, etc.) and/or on any website (including without limitation Airbnb, VRBO social media, listing service and/or any other hosting platform), unless all other Mutual requirements are met and disclosed.

**MEMBER RESPONSIBILITY**

Village Management Services, Inc. (“VMS”), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on the enclosed Authorization for Maintenance Services Work form whether Sublessee may request such services. Neither the Mutual, nor GRF nor VMS are parties to the terms of the lease, and will not be involved in resolving disputes between Sublessor and Sublessee. All commissions payable to a Realtor and notification to the Realtor upon renewal or extension of a sublease are solely the Member’s obligation. At the end of the sublease period, the Member

**A Leasing Specialist is available  
Monday through Friday from  
8:00 a.m. - 5:00 p.m.  
Telephone:  
949-597-4323**

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

**Email:**  
[Leasing@vmsinc.org](mailto:Leasing@vmsinc.org)

**Mailing Address:**  
Laguna Woods Village  
Attn: Leasing Office  
P.O. Box 2220  
Laguna Hills, CA 92654

***Note: There is no mail delivery to the physical address.***

**ATT 2**

**Application for Permit to Sublease Premises: United Mutual Co-operative**

United Address \_\_\_\_\_

Sublessee ID No. \_\_\_\_\_ Sublessee ID No. \_\_\_\_\_ Sublessee ID No. \_\_\_\_\_

**PARTIES**

The parties to the Permit are: \_\_\_\_\_ (hereinafter referred to as “Sublessor”/Member); \_\_\_\_\_ (hereinafter referred to as “Sublessee”); and United Laguna Woods Mutual (a California nonprofit mutual benefit corporation.)

**TERMS AND CONDITIONS**

In consideration of the mutual covenants herein, the parties herby agree:

1. The Permit is subject to the terms and provisions of the General Conditions attached and made a part hereof and shall be effective when approved by the Mutual.
2. Sublessor proposes to sublease to Sublessee and Sublessee hires from Sublessor the Unit described below, part of a cooperative housing development at United Laguna Woods Mutual, City of Laguna Woods, County of Orange, State of California, more particularly described as Unit number \_\_\_\_\_ (hereinafter referred to as “the Unit”).
3. The Permit includes exclusive use of Carport No. \_\_\_\_\_, Space No. \_\_\_\_\_. If Sublessee has more than one vehicle, additional street parking and/or cul-de-sac parking may be available. Guest parking spaces are available for visitors of residents on a temporary basis and are not to be used as permanent parking facilities.
4. The terms of this Permit shall be for a period of \_\_\_\_\_ commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
5. The following person(s) exclusively will occupy the premises:

NAME (PRINT)	DATE OF BIRTH*	SOC. SECURITY NO.

- One or more occupants must be at least 55 years old.

6. Attached hereto and made a part hereof for your information is a Memorandum regarding United Laguna Woods Mutual Units constructed with asbestos-containing materials.

7a. Sublessor and Sublessee acknowledge that the Sublessor is obligated to pay certain amounts assessed by the Mutual (hereinafter referred to as the Carrying Charges) pursuant to the

**ATT 2**

governing documents and rules of the Mutual, which Carrying Charges include the benefits of membership in Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation (hereinafter referred to as "GRF".) The Sublessor and/or Sublessee may incur additional optional charges and fees in connection with facilities and services provided by GRF (hereinafter call "GRF Charges".) **All fees are subject to change by action of the Board of Directors of Golden Rain Foundation.**

- 7b. If Sublessor is delinquent in payment of either the Carrying Charges or the GRF Charges, Sublessor and Sublessee each acknowledge and agree that the Sublessor hereby assigns to and confers upon the Mutual, the right, but not the obligation, to collect and retain the rent payable by the Sublessee hereunder, and to apply the same to any delinquent Carrying Charges and GRF Charges, as well as any late fees, attorneys' fees, or other costs and expenses which may be incurred or assessed by the Mutual in connection with the delinquent Carrying Charges or GRF Charges.
- 7c. Sublessor and Sublessee further acknowledge and agree that the Mutual shall be entitled to directly receive the rent by delivering to the Sublessee at the Unit a notice in the form attached hereto as "Exhibit "A". Upon receipt of such notice, the Sublessee shall directly forward all payments of rent required under the Sublease to the Mutual at the address set forth in the notice until the Sublessee shall receive a second notice to the effect that the Sublessee may again resume making rental payments directly to the Sublessor.
- 7d. Such payments of rent paid directly to the Mutual shall continue until the delinquent Monthly Assessments or GRF Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Sublessor are paid in full. In the event that the payment of rent received by the Mutual is in excess of the amounts owed by the Sublessor, then the Mutual shall refund the difference to the Sublessor within thirty (30) business days of receipt of such rental payment.
- 7e. Sublessor acknowledges and agrees that the Sublessee shall not be in breach of the Sublease solely as a result of making rental payments directly to the Mutual, and further that the Sublessor shall not take any other action or avail itself of any other remedies against the Sublessee under the Sublease or otherwise based on the Sublessee's direct payment of rent to the Mutual following receipt of a notice therefrom.
- 7f. Both Sublessor and Sublessee acknowledge and agree that the Mutual shall not have any obligation either to the Sublessor or the Sublessee to fulfill the duties of the Sublessor or the Sublessee under their lease, nor shall the Mutual have any obligations to any other third party based on its direct receipt of the rent hereunder to cover delinquent Monthly Assessments or GRF Charges, and associated costs and expenses as set forth above. It is specifically agreed that the Mutual is not nor will be assuming any of the responsibility of the Sublessor or the Sublessee to fulfill any of the terms, conditions and covenants between the Sublessor or the Sublessee.
8. Sublessee ID Cards shall be issued for a period no longer than the duration of the sublease or a 12 month period, whichever is shorter, and may be eligible for renewal upon extension or renewal of the Permit. At the expiration of the sublease term, Sublessor shall return Sublessee ID Cards, guest passes, and vehicle decals to the Leasing specialist or a charge will be billed to the Mutual Member.
9. Sublessor acknowledges and agrees that the privileges of membership in GRF are granted to Sublessee for the duration of the Permit; and Sublessor hereby surrenders his Resident ID Card and the right to such privileges while the Permit is in effect.
10. Sublessor and Sublessee agree that Golden Rain Foundation ("GRF"), Village Management Services, Inc. ("VMS"), managing agent for the Corporations, and United Laguna Woods Mutual are not, jointly or severally, parties to the proposed sublease, and that all sublease terms pertaining to rent amounts, payment of rents (other than the assignment of rents as noted above), fees, repair costs and commissions, or any other sublease stipulations are a matter of concern for the sublessor and sublessee, and neither United Mutual , GRF, nor VMS shall be responsible for any terms therein.

**ATT 2**

**Sublessor(s)**

<b>1 Name (Print)</b>		<b>Signature</b>	<b>Date</b>
<b>Outside Mailing Address: Street</b>		<b>City</b>	<b>Zip Code</b>
<b>Email</b>	<b>Phone No.</b>	<b>Mobile No.</b>	

<b>2 Name (Print)</b>		<b>Signature</b>	<b>Date</b>
<b>Outside Mailing Address: Street</b>		<b>City</b>	<b>Zip Code</b>
<b>Email</b>	<b>Phone No.</b>	<b>Mobile No.</b>	

**Agent, Agency or Owner Executing Application**

<b>Name (Print)</b>		<b>Signature</b>	<b>Date</b>
<b>Email</b>	<b>Phone No.</b>	<b>Mobile No.</b>	

**Sublessee(s)**

<b>1 Name (Print)</b>		<b>Signature</b>	<b>Date</b>
<b>Email</b>	<b>Phone No.</b>	<b>Mobile No.</b>	
<b>Previous Mailing Address: Street</b>		<b>City, State</b>	<b>Zip Code</b>

<b>2 Name (Print)</b>		<b>Signature</b>	<b>Date</b>
<b>Email</b>	<b>Phone No.</b>	<b>Mobile No.</b>	
<b>Previous Mailing Address: Street</b>		<b>City, State</b>	<b>Zip Code</b>

**CORPORATION APPROVAL OF APPLICATION – PERMIT TO SUBLEASE PREMISES**

The undersigned, a California nonprofit mutual benefit corporation, hereby issues this Permit to Sublease the Premises.  
 For UNITED LAGUNA WOODS MUTUAL

**Date**

**By**

**Authorized Agent**

<b>Application Denied:</b> The Board of Directors of this Mutual Corporation has reviewed this application.	<b>Application Approved:</b> The Board of Directors of this Mutual Corporation has reviewed this

**THIS IS A SAMPLE OF THE LETTER WHICH WILL BE SENT TO THE SUBLESSEE IF SUBLESSOR BECOMES DELINQUENT IN PAYMENT OF MONTHLY HOMEOWNER'S ASSESSMENT PAYMENTS**

**EXHIBIT A**

**RE: NOTICE TO SUBLESSEE - ASSIGNMENT OF RENTS**

Dear

Pursuant to Paragraph 7 of the Application for Permit to Sublease Premises (or Application for Permit Sublease Extension) which you executed on \_\_\_\_\_ as the Sublessee, with \_\_\_\_\_ as the Sublessor, for the premises located in United Laguna Woods Mutual, Unit Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which your Sublessor owes to the Corporation.

Until you are notified that you may resume making your monthly payments of rent to the Sublessor, you should make your monthly rent payments, commencing with the payment due on \_\_\_\_\_ to the following address:

VMS, Inc.  
Post Office Box 2220  
Laguna Hills, CA 92654-2220

Attn: Unit Payment Representative

**Please make your checks payable to Golden Rain Foundation (or GRF). Please be sure to mail to the P.O. Box address. Do NOT mail to the VMS street address.**

**If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Unit Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.**

Sincerely,

Bryan English Accounting  
Supervisor Financial  
Services Division

cc: Sublessor  
Leasing Department

Sent by Certified Mail

**P.O. Box 2220, Laguna Hills, CA 92654**



**Sublessor Authorization for Maintenance Services Work**

Unit No.
----------

**Sublease Term**

From: \_\_\_\_\_

To: \_\_\_\_\_

Dear United Laguna Woods Mutual Sublessor:

In order for your Mutual Corporation to provide the timeliest service, we request that you complete this authorization form to assist us when repair services are requested for your Unit.

Repair services may be requested from the Mutual or an outside repair firm. Please be advised all fees for chargeable repair services performed by the Mutual are the responsibility of the Sublessor and will be billed to the Sublessor. Collection of charges from the Sublessee is the responsibility of the Sublessor. Services billed directly to the Sublessee include cable TV and High Speed Internet.

Failure to complete this form will result in denial of service in response to Sublessee requests.

Is the Sublessee authorized to request repairs on behalf of the member or other work for which there is a charge? (Please note that the member is responsible for all charges incurred by the Sublessee.)  Yes  No

NOTE: In case of an emergency, e.g., water heater leak, refrigerator out, furnace out, lock-out, plumbing stoppage, the Mutual will perform the repair upon request of the Sublessee without prior Sublessor approval.

=====

**SUBLESSOR/SUBLESSEE ACKNOWLEDGMENT**

I understand the billing policy stated above and request that this information be kept on file during the sublease period. I will submit a written request for any change to the above information by mailing such request to the Laguna Woods Village, Attn: Leasing Office, P.O. Box 2220, Laguna Hills, CA 92654 -2220.

**Sublessor(s)**

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

**Sublessee(s)**

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



**Residency Restrictions  
 Important Information – Please Read Carefully**

Unit No.
----------

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

**Sublessee Initial(s)**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

<input type="text"/>	<input type="text"/>
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Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or alterations@vmsinc.org. Contractors' trash must not be put into community dumpsters.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.

<input type="text"/>	<input type="text"/>
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Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Units may not be sublet for more than 12 months unless renewed and not less than 30 days.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

**Sublessee(s)**

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

**Request to Sublet Cooperative**

Unit No.
----------

Pursuant to Article 7 of the occupancy agreement, the undersigned member hereby requests consent of the Mutual (hereinafter known as the "Corporation") to sublet the Unit indicated above, for a term not to exceed 12 months.

Member herein agrees that the sublease permit application shall be on a form provided by the Corporation which will require the sublessee to abide by the terms of the Occupancy Agreement during his/her sub-lease, and shall give to the Mutual an irrevocable power to dispossess or otherwise act for the Sublessor in case of default under the sublease. The liability of the Member for his/her obligations to the Corporation and to the Golden Rain Foundation of Laguna Woods, a California nonprofit corporation shall continue notwithstanding the fact that he/she may have sublet the dwelling unit with the consent of the Corporation. The Member shall also continue to be liable for all obligations under the Occupancy Agreement and shall be responsible to the Corporation for the conduct of the Sublessee. Consent to one subleasing shall not obligate the Corporation to consent to any other subleasing. Member's reason for requesting Corporation's consent to sublease as follows:

\*RESPONSE REQUIRED\*

**Sublessor(s)**

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

**AGREEMENT TO WAIVE RIGHT TO USE OF COMMUNITY FACILITIES**

WHEREAS, the undersigned is a Member of the Golden Rain Foundation (the Foundation), and a Member of United Laguna Woods Mutual (the Mutual); and

WHEREAS, incident to Membership in the Mutual, the undersigned has signed, or is acting as agent for the Member who signed the Occupancy Agreement, entitling the Member to occupancy of a Unit in the Mutual as indicated above; and

WHEREAS, incident to Membership in the Foundation and the Mutual, and said Occupancy Agreement, the Member is entitled to the use and enjoyment of said community facilities and services provided by the Foundation and the Mutual; and

WHEREAS, the undersigned intends that said Unit shall be occupied temporarily by Sublessee(s), and Sublessee(s) shall be entitled to use and enjoyment of facilities and services during his/their temporary occupancy of said Unit,

THEREFORE, the undersigned hereby waives all right to use and enjoyment of all those certain community facilities and services provided by Foundation and Mutual.

This agreement shall terminate upon termination of the occupancy by Sublessee, and/or upon transfer of Membership in Foundation or Mutual. No sublease shall exceed twelve months unless renewed. Further, this agreement shall not alter any obligations of the undersigned, or any rights of the undersigned other than those herein arising from Membership in Foundation or Mutual, or from execution of said Occupancy Agreement.

**Sublessor(s)**

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



## **Notice To Co-Op Sublessors and Sublessees**

### **Time Limits for Subleasing Co-op Units**

The governing rules of United Laguna Woods Mutual limit the subleasing of any co-op units to a maximum of 12 months unless renewed. A new application must be submitted for renewal.

At the conclusion of the sublease period, Sublessee(s) is required to surrender their Sublessee Resident Identification Cards. Non-return of the cards will result in a \$25 fee and/or member disciplinary action.

#### **ACKNOWLEDGMENTS BY SUBLESSOR(S) AND SUBLESSEE(S):**

The undersigned have read the above and agree to abide by the governing rules of United Mutual pertaining to subleasing time limits.

#### **Sublessor(s)**

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

#### **Sublessee(s)**

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



## Permit to Sublease a Unit General Conditions

### 1. MEMBER RESPONSIBILITY

Village Management Services, Inc. ("VMS"), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on the enclosed Authorization for Maintenance Services Work form whether Sublessee may request such services. **Neither the Mutual, GRF nor VMS are parties to the terms of the lease between Sublessor and Sublessee, and will not be involved in resolving disputes between Sublessor and Sublessee.** All commissions payable to a Real Estate Professional and notification to the Real Estate Professional upon renewal or extension of a sublease are solely the Member's obligation. At the end of the sublease period, the Member is obligated to return all gate entry passes including ID cards, decals, guest passes, business passes, and care provider passes or will be assessed a fee.

### 2. MUTUAL APPROVAL

**This Permit shall be effective only when approved in writing by an officer of the governing Mutual** and shall be limited to the term specified herein. Any extension or renewal of this Permit shall also require the written approval of Mutual, but Mutual shall not be obligated to approve such extension or renewal.

### 3. UNITED MUTUAL AND GOLDEN RAIN FOUNDATION RULES

This Permit is subject and subordinate to the terms and provisions of the current Governing Documents of the Nonprofit Mutual Benefit Corporations, which include the following:

- Articles of Incorporation; Bylaws; Rules and Regulations
- The Occupancy Agreement for Co-operative Units.
- Board-adopted Operating Rules – See Resident Handbook, Traffic Rules & Regulations, Architectural Guidelines, and Recreation Policies.

In consideration of the benefits conferred by residency in the Mutual and use of the facilities managed by GRF, the Sublessee and each Co-occupant, as defined in section 5, agree to comply with and be bound by the Governing Documents. Sublessee and each Co-occupant further acknowledge and agree that in the event of any alleged violation of the Governing Documents by the Sublessee or any approved Co-occupant, each understands that he or she shall be subject to a hearing by the Corporation's Board of Directors and may be assessed a monetary penalty or be the subject of other disciplinary action by the Corporation if the Board determines that an actual violation of the Governing Documents has occurred, or if there is a breach of the Permit.

### 4. SUBLESSORS' CONTINUED RESPONSIBILITY; SUBLESSEES' RESPONSIBILITY

Nothing contained herein shall relieve Sublessor of the performance of any obligation owed to Mutual or GRF under the Governing Documents. Sublessee shall not permit any visitor or guest of Sublessee to violate any obligation of Sublessee, and shall be responsible for fees and/or penalties incurred.

## 5. USE OF UNIT; OCCUPANCY

The Unit shall be used and occupied solely as a private residential dwelling and for no other purpose. No person shall reside in a Unit, other than those listed on the approved "Application for Permit to Sublease". No business or commercial venture may be conducted in the Unit. Section 51.3 of the California Civil Code restricts occupancy to those persons who meet the following criteria:

"Qualified Resident" - the Unit shall be occupied by a person who is 55 years of age or older.

"Co-occupant(s)" - All other persons residing in the Unit shall be at least 45 years of age unless such person is the spouse, cohabitant or a primary provider of economic or physical support to the Qualified Resident."

"Any primary provider of economic or physical support" - requires approval by the Mutual, after the application and submittal of required certification of need for such provider by the Sublessee. Care Providers are not considered occupants, and do not enjoy the privileges of use of community facilities.

## 6. GRF SERVICES

Sublessee and the Co-occupant(s) may use the facilities and receive the services made available by GRF to all Units. The facilities and services may be modified or discontinued by GRF at any time.

## 7. MUTUAL, GRF FEES

Sublessee shall be responsible to promptly pay when due, all charges and fees incurred by Sublessee, Co-occupant, guest or invitee for use of facilities or for services rendered by the Mutual or GRF.

## 8. ASSIGNMENT AND SUBLEASING PROHIBITED

Sublessee shall not assign a Permit or any interest therein and shall not sublet the Unit or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Sublessor and Mutual. A consent to one assignment, subleasing, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subleasing, occupation or use by any other person. Any such assignment or subleasing without such consent shall be void and, at the option of Mutual and/or Sublessor, shall constitute a breach of the Permit. The interest of Sublessee in a Permit shall not be assignable by operation of law without written consent of the Mutual.

## 9. ALTERATIONS, REPAIRS AND MAINTENANCE

Sublessee(s) understand that the Unit shall not be altered, repaired or changed without prior written consent of Sublessor and Mutual. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done either by or under the direction of Mutual; shall be the property of Sublessor; and shall remain upon and be surrendered with the Unit. Sublessee's personal property is not insured by Sublessor or Mutual.

## 10. RIGHT OF ENTRY

Sublessee shall permit the Mutual, Sublessor and their respective agents and representatives to enter into and upon the Unit at all reasonable times for the purposes of (a) inspection, responding to emergencies, and responding to emergency situations; (b) maintaining the building in which the Unit is situated and (c) making repairs, alterations, or additions to any portion of said building, including the erection of scaffolding, props or other mechanical

devices. Sublessee shall not be entitled to any abatement of rent payable by Sublessee hereunder or to any rebate of rent to Sublessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by Mutual or Sublessor.

**11. LIABILITY FOR DAMAGES**

As a material part of the consideration to be rendered to Sublessor under this Permit, Sublessee hereby waives, to the maximum extent permitted by law, all claims against Sublessor and Mutual for damages to personal property in, upon or about said Unit and for injuries to persons in, upon or about said premises from any cause arising at any time. Sublessee shall hold Sublessor, the Mutual, GRF, and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Unit by Sublessee arising from the failure of Sublessee to keep the Unit in good condition as provided herein or failure to perform or observe any of Sublessee's obligations under this Permit. Neither Sublessor, the Mutual, GRF, nor VMS shall be liable to Sublessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Sublessee shall pay for all damages to the Unit and to the building in which the Unit is located, as well as all damage to other occupants thereof caused by Sublessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. All damage or injury done to the Unit or to the building in which the Unit is located by Sublessee or by any person who may be in or upon the building or the Unit with the consent of Sublessee shall be paid for by Sublessee.

**12. DESTRUCTION OF PREMISES**

In the event of any total or partial destruction of the Unit during the term of this Permit from any cause, either Mutual or Sublessor may terminate this Permit by written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

**13. EMINENT DOMAIN**

In the event that the real property upon which the Unit is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, either Mutual or Sublessor may terminate this Permit upon written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

**14. MUTUAL'S RIGHTS AND REMEDIES**

In the event of any breach of this Permit by Sublessee, Mutual shall have the same rights and remedies to enforce this Permit as are available to Sublessor hereunder and may be exercised by Mutual without regard to any exercise thereof by Sublessor and without liability either to Sublessor or Sublessee arising out of or relating to the exercise of such rights and remedies by Mutual. Additionally, the Mutual shall have the same rights to dispossess the Sublessee or otherwise act for the Sublessor as may be necessary or appropriate in the event of any breach of the Permit or the Sublessee's failure to vacate following expiration of the Permit term. The Mutual shall also have the right to bring an unlawful detainer action against the Sublessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto.

**15. TIME IS ESSENCE; WAIVER**

Time is of the essence under this Permit. The waiver by Sublessor, Mutual or either of them, of

any breach of any term, covenant or condition of this Permit shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of same of any other rent shall not be construed to be a waiver of any breach by Sublessee of any term, covenant or condition of this Permit. The remedies given herein to Sublessor and to Corporation shall be cumulative and the exercise of any one remedy by Sublessor or by the Mutual shall not prohibit exercise of any other remedy available.

**16. SUBORDINATION**

This Permit is subject and subordinate to the Governing Documents and to any and all covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may now affect the real property of which the premises form a part, or the underlying leases or occupancy agreements, and to all renewals, modifications, consolidations, replacements and extensions thereof. It is further agreed that this Permit may, at the option of Sublessor and the lender, if any, be made subordinate to any covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may hereafter affect the real property of which the subleased Unit form a part or affect the underlying leases or occupancy agreements. Sublessee or its successors in interest shall execute and deliver upon the demand of Sublessor or Mutual any and all instruments desired by Sublessor or Mutual subordinating this Permit in the manner requested by Sublessor or Mutual to such covenants, conditions, restrictions, occupancy agreement, mortgage or deed of trust. Mutual is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Sublessor to execute all such subordination instruments in the event Sublessee fails to execute said instruments within five days after notice from Sublessor or Mutual demanding the execution thereof. Said notice may be given in the manner provided herein for giving notice.

**17. NOTICES**

Any notice to Sublessor, Sublessee or Mutual shall be given by personal service or by registered or certified mail addressed to: Sublessor: at the address indicated on the Application form; to Sublessee: at the Unit; and to Mutual: Physical Address: 24351 El Toro Road, Laguna Woods, CA. 92637 or Mailing Address: PO Box 2220, Laguna Hills, CA 92654 -2220.

**18. PARTIES BOUND**

The terms and provisions contained herein, subject to the provisions governing assignment, shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.

**19. ATTORNEY'S FEES**

If any legal action or proceeding is commenced by either party or Mutual to enforce any part of this Permit, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs.

**Sublessor(s)**

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

**Sublessee(s)**

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





## Laguna Woods Village®

### Notice

**To:** Employees, contractors employed by the Laguna Woods Village associations, members and prospective purchasers of dwelling units at Laguna Woods Village, Laguna Woods

**From:** Village Management Services Inc.

**Subject:** Disclosure notice: Laguna Woods Village buildings constructed with asbestos-containing construction materials

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Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential public buildings in the mutual to all employees and contractors performing work within said buildings, and to all members of the mutual.

In addition, the mutual is required to disclose to new owners, within 15 days of acquiring title to a unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that own or manage the buildings at Laguna Woods Village, Laguna Woods, for their members, hereby notifies all its employees, contractors and all mutual members and transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos.

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9 a.m. and 5 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods, were constructed prior to 1979 and thus *may* contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse 7, the mini-gym at Clubhouse 1, the broadband services building, the Laguna Woods Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 1 through 5543 inclusive.

*Disclosure notice: Asbestos-containing construction materials continued on next page*

*Disclosure notice: Asbestos-containing construction materials continued from previous page*

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

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

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

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

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

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

Village Management Services Inc.



When you get approved, please set this up.

***If We Can't Reach You, We Can't Notify You.***

When seconds count, you can count on...



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village Residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Communications Department, and requires a specific, unique enrollment.

Laguna Woods Village Security and Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical Power Outages
- Earthquake Emergency Procedures
- Evacuation
- Gate or Road Closures
- Safety Threats
- Fire

Please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

You can be assured that all information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.

United ~~Subl~~ease Permit & Application Package  
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## Application for Sublease Permit Check List

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Please turn in a complete package ~~all together~~ with all the ~~below~~ documents below:

- Sublease Agreement** between Member and Sublessee for the current year. (Separate from this application, it is the Member's responsibility to execute a sublease agreement, not included within this package, and not provided by Laguna Woods Village Leasing office.)
- Credit Report with FICO Score** from Experian, TransUnion or Equifax
- Nationwide Background Check** - Examples:  
[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)  
[www.american-apartment-owners-association.org](http://www.american-apartment-owners-association.org)  
[www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes. Some nationwide background checks include the credit report with FICO score.)

The information provided must be legible for digital imaging.

Complete Package can be submitted:

**BY MAIL**

Laguna Woods Village  
 Attention Leasing  
 P.O. Box 2220  
 Laguna Hills, CA 92654-2220

**DROP OFF (Black drop box in front of  
Community Center entrance)**

Laguna Woods Village  
 Attention Leasing  
 24351 El Toro Road  
 Laguna Woods, CA 92637



### Subleasing Information for Sublessors – Co-ops

The United Laguna Woods Mutual Bylaws define a Sublessee as any person or persons who sublease a Unit from a Member for such period of time and on such forms as authorized by the Board of Directors from time to time (Bylaws: Art II, Sec 3 (f)). A "Unit" is defined as a dwelling owned by the Corporation (Bylaws: Art II, Sec 3 (g)). United Mutual Members may sublease their Unit for up to 12 months. The sublease is renewable annually. A Member may not assign the Occupancy Agreement or sublet the dwelling unit without the prior written consent of the Corporation. Unit subleases may not be less than 30 days, and consent to one subleasing shall not obligate the Corporation to consent to any other subleasing. The cap on total sublet units is twenty five percent (25%) or 1,581 units.

#### **MEMBER IDENTIFICATION CARDS**

Resident ID cards are collected from Members when they execute a Waiver and Consent form giving up their right to use community facilities. Upon surrender of the card, the Member is given a Non-resident Pass that provides the Member access to the community for the purpose of inspecting the subleased premises. This pass does not permit use of or access to the community facilities.

#### **BOARD OF DIRECTORS APPROVAL**

Once a complete Application for Permit to Sublease Premises is received by the Leasing Specialist, it is submitted to the Corporation for approval. Sublessee ID cards are not issued until all paperwork is received and the board of directors has approved the application.

Please allow a minimum of **SEVEN WORKING DAYS** from date of submittal of completed, executed documents for obtaining Corporation approval. The Permit will be emailed to the Sublessor or his agent following Board approval. The Member is responsible for providing a copy of the approved Permit to the Sublessee.

The following information is required in order to process the Application for Permit to Sublease Premises:

1. Fully completed documents in the attached packet;
2. Check in the amount of \$160 made payable to the Golden Rain Foundation (or GRF);
3. Member's Resident ID card;
4. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Sublessee.

Sublessee ID cards will be available no sooner than seven days prior to the sublease start date and only after the Corporation has approved the application. A Waiver of Liability form must be executed by the Sublessor and Sublessee if the Sublessee requires access to the Community prior to the sublease start date.

**SUBLEASE PERMIT FEES, AS DETERMINED BY THE BOARD OF DIRECTORS\***

Sublease Permit Processing Fee	\$160.00
Sublease Permit Extension (if less than 12 mos)	\$ 60.00
Sublease Permit Rush Fee	\$100.00
* United Additional Occupancy Monthly Fee	\$ 50.00
* GRF Additional Occupancy Monthly Fee	\$100.00
<b>* Total amount due in advance.</b>	

\*All fees are subject to change as determined by the Board of Directors.

Additional fees may be applicable; these may include, but are not limited to, a \$25 or greater charge for non-return of Sublessee ID cards, guest passes, care provider ID Cards and passes, vehicle decals, RFIDs etc., and \$125 for decal(s).

**SHORT-TERM SUBLEASES**

No unit may be advertised for sublease shorter in duration than thirty (30) days in any print media (such as newspapers, magazines, local bulletins boards, etc.) and/or on any website (including without limitation Airbnb, VRBO social media, listing service and/or any other hosting platform), unless all other Mutual requirements are met and disclosed.

**MEMBER RESPONSIBILITY**

Village Management Services, Inc. ("VMS"), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on the enclosed Authorization for Maintenance Services Work form whether Sublessee may request such services. Neither the Mutual, nor GRF nor VMS are parties to the terms of the lease, and will not be involved in resolving disputes between Sublessor and Sublessee. All commissions payable to a Realtor and notification to the Realtor upon renewal or extension of a sublease are solely the Member's obligation. At the end of the sublease period, the Member

**A Leasing Specialist is available**  
**Monday through Friday from**  
**8:00 a.m. - 5:00 p.m.**  
**Telephone:**  
949-597-4323

[Laguna Woods Village](#)  
[Community Center](#)  
24351 El Toro Road  
[Laguna Woods, CA 92637](#)

**Email:**  
[Leasing@vmsinc.org](mailto:Leasing@vmsinc.org)

**Physical Address:**  
[Laguna Woods Village](#)  
[Community Center](#)  
24351 El Toro Road  
[Laguna Woods, CA 92637](#)

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~~is obligated to return all gate entry passes including ID cards, automobile decals, guest passes, and care provider passes or will be assessed a fee.~~

**Application for Permit to Sublease Premises: United Mutual Co-operative**

United Address \_\_\_\_\_  
 Sublessee ID No. \_\_\_\_\_ Sublessee ID No. \_\_\_\_\_ Sublessee ID No. \_\_\_\_\_

**PARTIES**

The parties to the Permit are: \_\_\_\_\_ (hereinafter referred to as "Sublessor"/Member); \_\_\_\_\_ (hereinafter referred to as "Sublessee"); and United Laguna Woods Mutual (a California nonprofit mutual benefit corporation.)

**TERMS AND CONDITIONS**

In consideration of the mutual covenants herein, the parties hereby agree:

1. The Permit is subject to the terms and provisions of the General Conditions attached and made a part hereof and shall be effective when approved by the Mutual.
2. Sublessor proposes to sublease to Sublessee and Sublessee hires from Sublessor the Unit described below, part of a cooperative housing development at United Laguna Woods Mutual, City of Laguna Woods, County of Orange, State of California, more particularly described as Unit number \_\_\_\_\_ (hereinafter referred to as "the Unit").
3. The Permit includes exclusive use of Carport No. \_\_\_\_\_, Space No. \_\_\_\_\_. If Sublessee has more than one ~~automobile vehicle~~, additional ~~off-the~~ street parking and/or cul-de-sac/d'oe parking must be arranged may be available. Guest parking spaces are available for visitors of residents on a temporary basis and are not to be used as permanent parking facilities.
4. The terms of this Permit shall be for a period of \_\_\_\_\_ commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
5. The following person(s) exclusively will occupy the premises:

NAME (PRINT)	DATE OF BIRTH*	SOC. SECURITY NO.

- One or more occupants must be at least 55 years old.

6. Attached hereto and made a part hereof for your information is a Memorandum regarding United Laguna Woods Mutual Units constructed with asbestos-containing materials.

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7a. Sublessor and Sublessee acknowledge that the Sublessor is obligated to pay certain amounts assessed by the Mutual (hereinafter referred to as the Carrying Charges) pursuant to the



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governing documents and rules of the Mutual, which Carrying Charges include the benefits of membership in Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation (hereinafter referred to as "GRF".) The Sublessor and/or Sublessee may incur additional optional charges and fees in connection with facilities and services provided by GRF (hereinafter call "GRF Charges".) **All fees are subject to change by action of the Board of Directors of Golden Rain Foundation.**

- 7b. If Sublessor is delinquent in payment of either the Carrying Charges or the GRF Charges, Sublessor and Sublessee each acknowledge and agree that the Sublessor hereby assigns to and confers upon the Mutual, the right, but not the obligation, to collect and retain the rent payable by the Sublessee hereunder, and to apply the same to any delinquent Carrying Charges and GRF Charges, as well as any late fees, attorneys' fees, or other costs and expenses which may be incurred or assessed by the Mutual in connection with the delinquent Carrying Charges or GRF Charges.
- 7c. Sublessor and Sublessee further acknowledge and agree that the Mutual shall be entitled to directly receive the rent by delivering to the Sublessee at the Unit a notice in the form attached hereto as "Exhibit "A". Upon receipt of such notice, the Sublessee shall directly forward all payments of rent required under the Sublease to the Mutual at the address set forth in the notice until the Sublessee shall receive a second notice to the effect that the Sublessee may again resume making rental payments directly to the Sublessor.
- 7d. Such payments of rent paid directly to the Mutual shall continue until the delinquent Monthly Assessments or GRF Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Sublessor are paid in full. In the event that the payment of rent received by the Mutual is in excess of the amounts owed by the Sublessor, then the Mutual shall refund the difference to the Sublessor within thirty (30) business days of receipt of such rental payment.
- 7e. Sublessor acknowledges and agrees that the Sublessee shall not be in breach of the Sublease solely as a result of making rental payments directly to the Mutual, and further that the Sublessor shall not take any other action or avail itself of any other remedies against the Sublessee under the Sublease or otherwise based on the Sublessee's direct payment of rent to the Mutual following receipt of a notice therefrom.
- 7f. Both Sublessor and Sublessee acknowledge and agree that the Mutual shall not have any obligation either to the Sublessor or the Sublessee to fulfill the duties of the Sublessor or the Sublessee under their lease, nor shall the Mutual have any obligations to any other third party based on its direct receipt of the rent hereunder to cover delinquent Monthly Assessments or GRF Charges, and associated costs and expenses as set forth above. It is specifically agreed that the Mutual is not nor will be assuming any of the responsibility of the Sublessor or the Sublessee to fulfill any of the terms, conditions and covenants between the Sublessor or the Sublessee.
8. Sublessee ID Cards shall be issued for a period no longer than the duration of the sublease or a 12 month period, whichever is shorter, and may be eligible for renewal upon extension or renewal of the Permit. At the expiration of the sublease term, Sublessor shall return Sublessee ID Cards, guest passes, and vehicle decals to the Leasing specialist or a charge will be billed to the Mutual Member.
9. Sublessor acknowledges and agrees that the privileges of membership in GRF are granted to Sublessee for the duration of the Permit; and Sublessor hereby surrenders his Resident ID Card and the right to such privileges while the Permit is in effect.
10. Sublessor and Sublessee agree that Golden Rain Foundation ("GRF"), Village Management Services, Inc. ("VMS"), managing agent for the Corporations, and United Laguna Woods Mutual are not, jointly or severally, parties to the proposed sublease, and that all sublease terms pertaining to rent amounts, payment of rents (other than the assignment of rents as noted above), fees, repair costs and commissions, or any other sublease stipulations are a matter of concern for the sublessor and sublessee, and neither United Mutual , GRF , nor VMS shall be responsible for any terms therein.

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**Sublessor(s)**

1 Name (Print)		Signature	Date
Outside Mailing Address: Street		City	Zip Code
Email	Phone No.	Mobile No.	

2 Name (Print)		Signature	Date
Outside Mailing Address: Street		City	Zip Code
Email	Phone No.	Mobile No.	

**Agent, Agency or Owner Executing Application**

Name (Print)		Signature	Date
Email	Phone No.	Mobile No.	

**Sublessee(s)**

1 Name (Print)		Signature	Date
Email	Phone No.	Mobile No.	
Previous Mailing Address: Street	City, State	Zip Code	

2 Name (Print)		Signature	Date
Email	Phone No.	Mobile No.	
Previous Mailing Address: Street	City, State	Zip Code	

**CORPORATION APPROVAL OF APPLICATION – PERMIT TO SUBLEASE PREMISES**

The undersigned, a California nonprofit mutual benefit corporation, hereby issues this Permit to Sublease the Premises.  
 For UNITED LAGUNA WOODS MUTUAL

Date By Authorized Agent

Application Denied: The Board of Directors of this Mutual Corporation has reviewed this application.	Application Approved: The Board of Directors of this Mutual Corporation has reviewed this

THIS IS A SAMPLE OF THE LETTER WHICH WILL BE SENT TO THE SUBLESSEE IF SUBLESSOR BECOMES DELINQUENT IN PAYMENT OF MONTHLY HOMEOWNER'S ASSESSMENT PAYMENTS

EXHIBIT A

**RE: NOTICE TO SUBLESSEE - ASSIGNMENT OF RENTS**

Dear

Pursuant to Paragraph 7 of the Application for Permit to Sublease Premises (or Application for Permit Sublease Extension) which you executed on \_\_\_\_\_ as the Sublessee, with \_\_\_\_\_ as the Sublessor, for the premises located in United Laguna Woods Mutual, Unit Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which your Sublessor owes to the Corporation.

Until you are notified that you may resume making your monthly payments of rent to the Sublessor, you should make your monthly rent payments, commencing with the payment due on \_\_\_\_\_ to the following address:

VMS, Inc.  
Post Office Box 2220  
Laguna Hills, CA 92654-2220

Attn: Unit Payment Representative

**Please make your checks payable to Golden Rain Foundation (or GRF). Please be sure to mail to the P.O. Box address. Do NOT mail to the VMS street address.**

**If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Unit Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.**

Sincerely,

Bryan English Accounting  
Supervisor Financial  
Services Division

cc: Sublessor  
Leasing Department

Sent by Certified Mail

**P.O. Box 2220, Laguna Hills, CA 92654**

**Sublessor Authorization for Maintenance Services Work**

Unit No.
----------

**Sublease Term**

From: \_\_\_\_\_

To: \_\_\_\_\_

Dear United Laguna Woods Mutual Sublessor:

In order for your Mutual Corporation to provide the timeliest service, we request that you complete this authorization form to assist us when repair services are requested for your Unit.

Repair services may be requested from the Mutual or an outside repair firm. Please be advised all fees for chargeable repair services performed by the Mutual are the responsibility of the Sublessor and will be billed to the Sublessor. Collection of charges from the Sublessee is the responsibility of the Sublessor. Services billed directly to the Sublessee include cable TV and High Speed Internet. Failure to complete this form will result in denial of service in response to Sublessee requests.

Is the Sublessee authorized to request repairs on behalf of the member or other work for which there is a charge? (Please note that the member is responsible for all charges incurred by the Sublessee.)  Yes  No

NOTE: In case of an emergency, e.g., water heater leak, refrigerator out, furnace out, lock-out, plumbing stoppage, the Mutual will perform the repair upon request of the Sublessee without prior Sublessor approval.

=====

**SUBLESSOR/SUBLESSEE ACKNOWLEDGMENT**

I understand the billing policy stated above and request that this information be kept on file during the sublease period. I will submit a written request for any change to the above information by mailing such request to the Laguna Woods Village, Attn: Leasing Office, P.O. Box 2220, Laguna Hills, CA 92654 -2220.

**Sublessor(s)**

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

**Sublessee(s)**

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



**Residency Restrictions**  
**Important Information – Please Read Carefully**

Unit No.
----------

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

**Sublessee Initial(s)**

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.

Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or alterations@vmsinc.org. Contractors' trash must not be put into community dumpsters.

Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.

Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

Units may not be sublet for more than 12 months unless renewed and not less than 30 days.

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

**Sublessee(s)**

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

**Request to Sublet Cooperative**

Unit No.
----------

Pursuant to Article 7 of the occupancy agreement, the undersigned member hereby requests consent of the Mutual (hereinafter known as the "Corporation") to sublet the Unit indicated above, for a term not to exceed 12 months.

Member herein agrees that the sublease permit application shall be on a form provided by the Corporation which will require the ~~sublessee sub-tenant~~ to abide by the terms of the Occupancy Agreement during his/her sub-~~lease tenancy~~, and shall give to the Mutual an irrevocable power to dispossess or otherwise act for the Sublessor in case of default under the sublease. The liability of the Member for his/her obligations to the Corporation and to the Golden Rain Foundation of Laguna Woods, a California nonprofit corporation shall continue notwithstanding the fact that he/she may have sublet the dwelling unit with the consent of the Corporation. The Member shall also continue to be liable for all obligations under the Occupancy Agreement and shall be responsible to the Corporation for the conduct of the Sublessee. Consent to one subleasing shall not obligate the Corporation to consent to any other subleasing. Member's reason for requesting Corporation's consent to sublease as follows:

\*RESPONSE REQUIRED\*

**Sublessor(s)**

<b>1</b> Name (Print)	Signature	Date
<b>2</b> Name (Print)	Signature	Date

**AGREEMENT TO WAIVE RIGHT TO USE OF COMMUNITY FACILITIES**

WHEREAS, the undersigned is a Member of the Golden Rain Foundation (the Foundation), and a Member of United Laguna Woods Mutual (the Mutual); and

WHEREAS, incident to ~~M~~membership in the Mutual, the undersigned has signed, or is acting as agent for the ~~M~~Member who signed the Occupancy Agreement, entitling the Member to occupancy of a Unit in the Mutual as indicated above; and

WHEREAS, incident to ~~M~~membership in the Foundation and the Mutual, and said Occupancy Agreement, the Member is entitled to the use and enjoyment of said community facilities and services provided by the Foundation and the Mutual; and

WHEREAS, the undersigned intends that said Unit shall be occupied temporarily by Sublessee(s), and Sublessee(s) shall be entitled to use and enjoyment of facilities and services during his/their temporary occupancy of said Unit,

THEREFORE, the undersigned hereby waives all right to use and enjoyment of all those certain community facilities and services provided by Foundation and Mutual.

This agreement shall terminate upon termination of the occupancy by Sublessee, and/or upon transfer of Membership in Foundation or Mutual. No sublease shall exceed twelve months unless renewed. Further, this agreement shall not alter any obligations of the undersigned, or any rights of the undersigned other than those herein arising from Membership in Foundation or Mutual, or from execution of said Occupancy Agreement.

**Sublessor(s)**

<b>1</b> Name (Print)	Signature	Date
<b>2</b> Name (Print)	Signature	Date

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**Notice to Co-Op Sublessors and Sublessees**

**Time Limits for Subleasing Co-op Units**

The governing rules of United Laguna Woods Mutual limit the subleasing of any co-op units to a maximum of 12 months unless renewed. A new application must be submitted for renewal.

At the conclusion of the sublease period, Sublessee(s) is required to surrender their Sublessee Resident Identification Cards. Non-return of the cards will result in a \$25 fee and/or member disciplinary action.

**ACKNOWLEDGMENTS BY SUBLESSOR(S) AND SUBLESSEE(S):**

The undersigned have read the above and agree to abide by the governing rules of United Mutual pertaining to subleasing time limits.

**Sublessor(s)**

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

**Sublessee(s)**

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





### Permit to Sublease a Unit General Conditions

#### 1. MEMBER RESPONSIBILITY

Village Management Services, Inc. ("VMS"), agent for the United Mutual Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Sublessee ID Cards. Payment for chargeable repair services is the responsibility of the Sublessor who must indicate on the enclosed Authorization for Maintenance Services Work form whether Sublessee may request such services. **Neither the Mutual, GRF nor VMS are parties to the terms of the lease between Sublessor and Sublessee, and will not be involved in resolving disputes between Sublessor and Sublessee.** All commissions payable to a Real Estate Professional and notification to the Real Estate Professional upon renewal or extension of a sublease are solely the Member's obligation. At the end of the sublease period, the Member is obligated to return all gate entry passes including ID cards, ~~automobile~~-decals, guest passes, business passes, and care provider passes or will be assessed a fee.

#### 2. MUTUAL APPROVAL

**This Permit shall be effective only when approved in writing by an officer of the governing Mutual** and shall be limited to the term specified herein. Any extension or renewal of this Permit shall also require the written approval of Mutual, but Mutual shall not be obligated to approve such extension or renewal.

#### 3. UNITED MUTUAL AND GOLDEN RAIN FOUNDATION RULES

This Permit is subject and subordinate to the terms and provisions of the current Governing Documents of the Nonprofit Mutual Benefit Corporations, which include the following:

- Articles of Incorporation; Bylaws; Rules and Regulations
- The Occupancy Agreement for Co-operative Units.
- Board-adopted Operating Rules – See Resident Handbook, Traffic Rules & Regulations, Architectural Guidelines, and Recreation ~~SOP's~~ Policies.

In consideration of the benefits conferred by residency in the Mutual and use of the facilities managed by GRF, the Sublessee and each Co-occupant, as defined in section 5, agree to comply with and be bound by the Governing Documents. Sublessee and each Co-occupant further acknowledge and agree that in the event of any alleged violation of the Governing Documents by the Sublessee or any approved Co-occupant, each understands that he or she shall be subject to a hearing by the Corporation's Board of Directors and may be assessed a monetary penalty or be the subject of other disciplinary action by the Corporation if the Board determines that an actual violation of the Governing Documents has occurred, or if there is a breach of the Permit.

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#### 3- 4. SUBLESSORS' CONTINUED RESPONSIBILITY; SUBLESSEES' RESPONSIBILITY

Nothing contained herein shall relieve Sublessor of the performance of any obligation owed to Mutual or GRF under the Governing Documents. Sublessee shall not permit any visitor or guest of Sublessee to violate any obligation of Sublessee, and shall be responsible for fees and/or penalties incurred.

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**4- 5. USE OF UNIT; OCCUPANCY**

The Unit shall be used and occupied solely as a private residential dwelling and for no other purpose. No person shall reside in a Unit, other than those listed on the approved "Application for Permit to Sublease". No business or commercial venture may be conducted in the Unit. Section 51.3 of the California Civil Code restricts occupancy to those persons who meet the following criteria:

"Qualified Resident" - the Unit shall be occupied by a person who is 55 years of age or older.

"Co-occupant(s)" - All other persons residing in the Unit shall be at least 45 years of age unless such person is the spouse, cohabitant or a primary provider of economic or physical support to the Qualified Resident."

"Any primary provider of economic or physical support" - requires approval by the Mutual, after the application and submittal of required certification of need for such provider by the Sublessee. Care Providers are not considered occupants, and do not enjoy the privileges of use of community facilities.

**5-6. GRF SERVICES**

Sublessee and the Co-occupant(s) may use the facilities and receive the services made available by GRF to all Units. The facilities and services may be modified or discontinued by GRF at any time.

**6-7. MUTUAL, GRF FEES**

Sublessee shall be responsible to promptly pay when due, all charges and fees incurred by Sublessee, Co-occupant, guest or invitee for use of facilities or for services rendered by the Mutual or GRF.

**7-8. ASSIGNMENT AND SUBLEASING PROHIBITED**

Sublessee shall not assign a Permit or any interest therein and shall not sublet the Unit or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Sublessor and Mutual. A consent to one assignment, subleasing, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subleasing, occupation or use by any other person. Any such assignment or subleasing without such consent shall be void and, at the option of Mutual and/or Sublessor, shall constitute a breach of the Permit. The interest of Sublessee in a Permit shall not be assignable by operation of law without written consent of the Mutual.

**8-9. ALTERATIONS, REPAIRS AND MAINTENANCE**

Sublessee(s) understand that the Unit shall not be altered, repaired or changed without prior written consent of Sublessor and Mutual. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done either by or under the direction of Mutual; shall be the property of Sublessor; and shall remain upon and be surrendered with the Unit. Sublessee's personal property is not insured by Sublessor or Mutual.

**9-10. RIGHT OF ENTRY**

Sublessee shall permit the Mutual, Sublessor and their respective agents and representatives to enter into and upon the Unit at all reasonable times for the purposes of (a) inspection, responding to emergencies, and responding to emergency situations; (b) maintaining the building in which the Unit is situated and (c) making repairs, alterations, or additions to any portion of said building, including the erection of scaffolding, props or other mechanical

devices. Sublessee shall not be entitled to any abatement of rent payable by Sublessee hereunder or to any rebate of rent to Sublessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by Mutual or Sublessor.

**~~40-11.~~ LIABILITY FOR DAMAGES**

As a material part of the consideration to be rendered to Sublessor under this Permit, Sublessee hereby waives, to the maximum extent permitted by law, all claims against Sublessor and Mutual for damages to personal property in, upon or about said Unit and for injuries to persons in, upon or about said premises from any cause arising at any time. Sublessee shall hold Sublessor, the Mutual, GRF, and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Unit by Sublessee arising from the failure of Sublessee to keep the Unit in good condition as provided herein or failure to perform or observe any of Sublessee's obligations under this Permit. Neither Sublessor, the Mutual, GRF, nor VMS shall be liable to Sublessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Sublessee shall pay for all damages to the Unit and to the building in which the Unit is located, as well as all damage to other occupants thereof caused by Sublessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. All damage or injury done to the Unit or to the building in which the Unit is located by Sublessee or by any person who may be in or upon the building or the Unit with the consent of Sublessee shall be paid for by Sublessee.

**~~44-12.~~ DESTRUCTION OF PREMISES**

In the event of any total or partial destruction of the Unit during the term of this Permit from any cause, either Mutual or Sublessor may terminate this Permit by written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

**~~42-13.~~ EMINENT DOMAIN**

In the event that the real property upon which the Unit is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, either Mutual or Sublessor may terminate this Permit upon written notice to Sublessee and without liability to Sublessee except that Sublessor shall refund any rent which may have been paid in advance by Sublessee for any period subsequent to the date of any such termination.

**~~43-14.~~ MUTUAL'S RIGHTS AND REMEDIES**

In the event of any breach of this Permit by Sublessee, Mutual shall have the same rights and remedies to enforce this Permit as are available to Sublessor hereunder and may be exercised by Mutual without regard to any exercise thereof by Sublessor and without liability either to Sublessor or Sublessee arising out of or relating to the exercise of such rights and remedies by Mutual. Additionally, the Mutual shall have the same rights to dispossess the Sublessee or otherwise act for the Sublessor as may be necessary or appropriate in the event of any breach of the Permit or the Sublessee's failure to vacate following expiration of the Permit term. The Mutual shall also have the right to bring an unlawful detainer action against the Sublessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto.

**~~44-15.~~ TIME IS ESSENCE; WAIVER**

Time is of the essence under this Permit. The waiver by Sublessor, Mutual or either of them, of any breach of any term, covenant or condition of this Permit shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of same of any other rent shall not be construed to be a waiver of any breach by Sublessee of any term, covenant or condition of this Permit. The remedies given herein to Sublessor and to Corporation shall be cumulative and the exercise of any one remedy by Sublessor or by the Mutual shall not prohibit exercise of any other remedy available.

**46-16. SUBORDINATION**

This Permit is subject and subordinate to the Governing Documents and to any and all covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may now affect the real property of which the premises form a part, or the underlying leases or occupancy agreements, and to all renewals, modifications, consolidations, replacements and extensions thereof. It is further agreed that this Permit may, at the option of Sublessor and the lender, if any, be made subordinate to any covenants, conditions, restrictions, underlying leases, occupancy agreements, mortgages or deeds of trust which may hereafter affect the real property of which the subleased Unit form a part or affect the underlying leases or occupancy agreements. Sublessee or its successors in interest shall execute and deliver upon the demand of Sublessor or Mutual any and all instruments desired by Sublessor or Mutual subordinating this Permit in the manner requested by Sublessor or Mutual to such covenants, conditions, restrictions, occupancy agreement, mortgage or deed of trust. Mutual is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Sublessee to execute all such subordination instruments in the event Sublessee fails to execute said instruments within five days after notice from Sublessor or Mutual demanding the execution thereof. Said notice may be given in the manner provided herein for giving notice.

**46-17. NOTICES**

Any notice to Sublessor, Sublessee or Mutual shall be given by personal service or by registered or certified mail addressed to: Sublessor: at the address indicated on the Application form; to Sublessee: at the Unit; and to Mutual: Physical Address: 24351 El Toro Road, Laguna Woods, CA. 92637 or Mailing Address: PO Box 2220, Laguna Hills, CA 92654-2220.

**47-18. PARTIES BOUND**

The terms and provisions contained herein, subject to the provisions governing assignment, shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.

**48-19. ATTORNEY'S FEES**

If any legal action or proceeding is commenced by either party or Mutual to enforce any part of this Permit, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs.

**Sublessor(s)**

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

**Sublessee(s)**

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

United ~~Subl~~Lease Permit & Application Package  
Res 01-21-11 Adopted 02-09-21 – Updated ~~075-2010-234~~  
Page 18 of 21

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**To:** Employees, contractors employed by the Laguna Woods Village associations, members and prospective purchasers of dwelling units at Laguna Woods Village, Laguna Woods

**From:** Village Management Services Inc.

**Subject:** Disclosure notice: Laguna Woods Village buildings constructed with asbestos-containing construction materials

Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential public buildings in the mutual to all employees and contractors performing work within said buildings, and to all members of the mutual.

In addition, the mutual is required to disclose to new owners, within 15 days of acquiring title to a unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that own or manage the buildings at Laguna Woods Village, Laguna Woods, for their members, hereby notifies all its employees, contractors and all mutual members and transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos.

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9 a.m. and 5 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods, were constructed prior to 1979 and thus *may* contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse 7, the mini-gym at Clubhouse 1, the broadband services building, the Laguna Woods Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 1 through 5543 inclusive.

*Disclosure notice: Asbestos-containing construction materials continued on next page*

United ~~Sub~~Lease Permit & Application Package  
Res 01-21-11 Adopted 02-09-21 – Updated ~~075-2010-234~~  
Page 20 of 21

*Disclosure notice: Asbestos-containing construction materials continued from previous page*

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

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

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

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

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

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

~~January 1, 2016~~

Village Management Services Inc.



When you get approved, please set this up.

***If We Can't Reach You, We Can't Notify You.***

When seconds count, you can count on...



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village Residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Communications Department, and requires a specific, unique enrollment.

Laguna Woods Village Security and Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical Power Outages
- Earthquake Emergency Procedures
- Evacuation
- Gate or Road Closures
- Safety Threats
- Fire

Please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

You can be assured that all information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.



United Laguna Woods Mutual  
Architectural Controls and Standards Committee  
June 15, 2023

**ENDORSEMENT (to Board)**

**Revised Architectural Standard No. 1 – General Requirements**

Michael Horton, Manor Alterations Manager, presented the staff report and answered questions from the committee.

A motion was made and carried unanimously to recommend that the Board of Directors approve the revisions to the Architectural Standard No. 1 – General Requirements.

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## STAFF REPORT

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**DATE:** August 8, 2023  
**FOR:** Board of Directors  
**SUBJECT:** Revision to Architectural Standard 1: General Requirements

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### **RECOMMENDATION**

Approve a resolution to revise Standard 1: General Requirements.

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 1: General Requirements (Attachment 1) and proposed revisions to the Standard to update its sections and revise the contractor working hours. Standard 1 was last revised in June 2018, via Resolution 01-18-57 (Attachment 2).

On June 15, 2023, the ACSC reviewed and vote unanimously to recommend that the Board of Directors approve the revisions to Standard 1.

### **DISCUSSION**

Staff has received input from community members, contractors, realtors and board and committee members pertaining to various sections of the standard. The suggested revisions have been incorporated and are shown in redline form as Attachment 3.

Staff is presenting the proposed revised Standard (Attachment 4) and accompanying resolution (Attachment 5) to the Board. The proposed revisions are intended to reflect the current Building Codes, Municipal Codes, or mutual policies to update general provisions that apply to all the standards.

### **FINANCIAL ANALYSIS**

There is no financial impact to the mutual if these revisions are implemented.

**Prepared By:** Baltazar Mejia, Maintenance & Construction Assistant Director

**Reviewed By:** Gavin Fogg, Manor Alterations Supervisor

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 1 General Requirements  
Attachment 2 – Current Resolution 01-18-57  
Attachment 3 – Redlined Revised Standard 1 General Requirements  
Attachment 4 – Final Draft Standard 1 General Requirements  
Attachment 5 – Revised Resolution 01-23-XX

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**STANDARD 1: GENERAL REQUIREMENTS  
FOR ALTERATION STANDARDS  
JUNE 2018, RESOLUTION 01-18-57**

- 1.1 PERMITS AND FEES: A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Alterations Division with City permit number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS: No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am– 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. No work whatsoever shall be permitted on Sunday or holidays.
- 1.5 PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
- 1.6 PLANS: The Member applying for a permit shall provide to the Alterations Division a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.7 DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily. USE OF

## ATTACHMENT 1 – CURRENT STANDARD 1

COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED. Cleaning of paint tools, buckets, or equipment is prohibited in Common Areas. Contractor's or Member's dumpsters, if required, may not be placed in cul-de-sacs or parking spaces, location must be approved by the Alteration Division.

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

## ATTACHMENT 2 – CURRENT RESOLUTION

### RESOLUTION 01-18-57

#### **Section 1: General Requirement for all Alteration Standards**

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

**WHEREAS**, the General Requirements are and should remain the same for all Alteration Standards and amending the General Requirements requires amending every individual Alteration Standard;

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to remove the General Requirements from each individual Alteration Standard and create a new Alteration Standard for the General Requirements, eliminating the need to revise all the Alteration Standards for a revision to the General Requirements,

**NOW THEREFORE BE IT RESOLVED**, June 12, 2018, that the Board of Directors of this Corporation hereby adopts the following Standard Section 1 for the General Requirements of all Alteration Standards;



**STANDARD 1: GENERAL REQUIREMENTS  
FOR ALTERATION STANDARDS**  
JUNE 2018, RESOLUTION 01-18-57  
REVISED [DATE], RESOLUTION 01-23-XX

- 1.1 MUTUAL CONSENTS, CITY PERMITS AND FEES: A ~~m~~Mutual consent permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both ~~m~~Mutual consent and City permits shall be paid ~~for~~ by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the Alterations Division with City permit to the Manor Alterations Division number(s) prior to beginning work.
- 1.2 MEMBERS' RESPONSIBILITY: The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor to the building.
- 1.3 CODES AND REGULATIONS: All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code current edition of the National Electric Code (NEC).
- 1.4 WORK HOURS: ~~No work shall commence prior to 7:00 am and no work shall be permitted after 5:00 pm Monday through Friday. Work on Saturday shall be permitted from 9:00 am – 3:00 pm for work which results in construction-related noise (e.g. cutting tile, hammering, and the use of power tools). For work that does not result in excessive noise, such as painting and carpet installation, permitted hours are 7:00 am – 5:00 pm. Construction hours, except for staff who will work according to staff hours, are from 7:00 am to 5:00 pm Monday through Saturday; however, only work that does not result in excessive noise (quiet noise), such as the unloading and loading of tools and materials, is allowed Monday through Friday between 7:00 a.m. to 8:00 a.m. and from 7:00 a.m. to 9:00 a.m. on Saturdays.~~

No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). ~~or holidays.~~

1.4 Note that Member and/or his/her contractor must coordinate with the City any work that is performed outside the City working hours or on City-observed holidays.



## ATTACHMENT 3 – REDLINED REVISED STANDARD 1

- 1.5** PARKING: Parking of contractors or other invitees' vehicles is prohibited in covered resident parking (unless the Member has given the contractor or other invitees expressed written permission to park in their assigned space and only in their assigned space). ~~open resident spaces, handicapped spaces, cul-de-sacs, or fire lanes.~~ Parking passes must be obtained through Resident Services. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street unless the member has given the contractor written permission to park in their spaces. To the extent possible, contractors' or other invitees' vehicles should be limited in number. Contractors may temporarily park as close to the resident's units, turn their hazard lights on and unload/load equipment and materials in a reasonable amount of time.
- 1.6** PLANS: The Member applying for a Mutual Consent permit shall provide to the Manor Alterations Division a detailed plan(s) ~~for approval~~ indicating all work to be done, i.e., size, location, description and specifications.
- 1.7** DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The use of drop cloths is required for all common area being traversed during the removal and installation of materials known to cause dust and debris. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

### **USE OF COMMUNITY WASTE REMOVAL LOCATIONS DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

Cleaning of paint tools, buckets, or equipment must be contained in trays and ground cover protected with drop cloths or plastic is prohibited in cCommon Areas. The location of Ccontractor's or Mmember's dumpsters and dumpster bags, must be if required, may not be placed in cul-de-sacs or parking spaces approved by Security. ~~location must be approved by the Alteration Division.~~ Wood boards or plywood shall be placed under dumpster wheels to provide protection to ground surfaces.

- 4.71.8** CONTRACTOR: In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured. Installation must be performed by a California licensed contractor of the appropriate trade.
- 4.81.9** CONTRACTOR'S CONDUCT: ~~Member's c~~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. Audio playing devices ~~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. Contractors must adhere to the Mutual's "No Smoking" policy.
- 1.10** CONTRACTOR STAGING AREAS: Contractor must request an assigned staging area in the common area of the mutual before the commencement of the project. The request for common area usage must be approved by Manor Alterations. Staging areas must be no larger than 20 X20 and

### ATTACHMENT 3 – REDLINED REVISED STANDARD 1

remain clean and organized. All power cords, extension cords and miscellaneous cords must be designated by cones. They must be also be safely taped down and secured crossing any and all walkways. All materials and tools must be removed at the end of business, unless overnight storage of materials and tools in common areas is permitted with preapproval by Manor Alterations. The tools must be covered with tarps or drop cloths for overnight storage. Any damage to common area must be repaired to mutual standards.



**STANDARD 1: GENERAL REQUIREMENTS  
FOR ALTERATION STANDARDS**  
JUNE 2018, RESOLUTION 01-18-57  
REVISED [DATE], RESOLUTION 01-23-XX

- 1.1 **MUTUAL CONSENTS, CITY PERMITS AND FEES:** A mutual consent is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both mutual consent and City permits shall be paid by the Member and/or his or her contractor. When City permits are required, the Member and/or his or her contractor must provide a copy of the City permit to the Manor Alterations Division prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations performed by the Member and/or his/her contractor.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the City-adopted Building Code.
- 1.4 **WORK HOURS:** Construction hours, except for staff who will work according to staff hours, are from 7:00 am to 5:00 pm Monday through Saturday; however, only work that does not result in excessive noise (quiet noise), such as the unloading and loading of tools and materials, is allowed Monday through Friday between 7:00 a.m. to 8:00 a.m. and from 7:00 a.m. to 9:00 a.m. on Saturdays.

No work whatsoever shall be permitted on Sunday or the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25).

Note that Member and/or his/her contractor must coordinate with the City any work that is performed outside the City working hours or on City-observed holidays.

- 1.5 **PARKING:** Parking of contractors or other invitees' vehicles is prohibited in covered resident parking (unless the Member has given the contractor or other invitees expressed written permission to park in their assigned space and only in their assigned space). Parking passes must be obtained through Resident Services. Parking passes must be displayed in the windshield at all times. Contractors or other invitees must park on the street unless the member has given the contractor written permission to park in their spaces. To the extent possible, contractors' or other invitees'

vehicles should be limited in number. Contractors may temporarily park as close to the resident's units, turn their hazard lights on and unload/load equipment and materials in a reasonable amount of time.

- 1.6** PLANS: The Member applying for a Mutual Consent shall provide to the Manor Alterations Division a detailed plan(s) indicating all work to be done, i.e., size, location, description and specifications.
- 1.7** DUMPSITES: The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The use of drop cloths is required for all common area being traversed during the removal and installation of materials known to cause dust and debris. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "BROOM CLEAN" daily.

**USE OF COMMUNITY WASTE REMOVAL LOCATIONS FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.**

Cleaning of paint tools, buckets, or equipment must be contained in trays and ground cover protected with drop cloths or plastic in common areas. The location of contractor's or member's dumpsters and dumpster bags, must be approved by Security. Wood boards or plywood shall be placed under dumpster wheels to provide protection to ground surfaces.

- 1.8** CONTRACTOR: In addition to any other City requirements, all contractors performing work in the Village must be duly licensed by the State of California for the work that they are performing and be properly insured.
- 1.9** CONTRACTOR'S CONDUCT: 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. Audio playing devices are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents. Contractors must adhere to the Mutual's "No Smoking" policy.
- 1.10** CONTRACTOR STAGING AREAS: Contractor must request an assigned staging area in the common area of the mutual before the commencement of the project. The request for common area usage must be approved by Manor Alterations. Staging areas must be no larger than 20'X20' and remain clean and organized. All power cords, extension cords and miscellaneous cords must be designated by cones. They must be also be safely taped down and secured crossing any and all walkways. All materials and tools must be removed at the end of business, unless overnight storage of materials and tools in common areas is permitted with preapproval by Manor Alterations. The tools must be covered with tarps or drop cloths for overnight storage. Any damage to common area must be repaired to mutual standards.

ATTACHMENT 5 – REVISED RESOLUTION



**RESOLUTION 01-23-XX**

**Section 1: General Requirements**

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

**WHEREAS**, the General Requirements are and should remain the same for all Standards;

**NOW THEREFORE BE IT RESOLVED**, August 8, 2023, that the Board hereby adopts Standard 1 – General Requirements for all Standards as attached to the official meeting minutes; and

**RESOLVED FURTHER**, that Resolution 01-18-57 adopted June 12, 2018, is hereby superseded in its entirety and no longer in effect; and

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

**JULY INITIAL NOTIFICATION: 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied.**

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**ENDORSEMENT (to Board)**

**Revised Architectural Standard No. 15 – Floor Coverings: Exterior [Balconies and Patios]**

Michael Horton, Manor Alterations Manager, presented the staff report and answered questions from the committee.

A motion was made and carried unanimously to recommend that the Board of Directors approve the revisions to the Architectural Standard No. 15 – Floor Coverings: Exterior [Balconies and Patios].

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## STAFF REPORT

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**DATE:** August 8, 2023  
**FOR:** Board of Directors  
**SUBJECT:** Revision to Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios]

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### **RECOMMENDATION**

Recommended that the Board of Directors approve a resolution to revise Standard 15: Floor Coverings: Exterior [Balconies and Patios].

### **BACKGROUND**

The Architectural Controls and Standards Committee (ACSC) initiated a review of the current Standard 15: Floor Coverings: Exterior [Balconies and Patios] (Attachment 1). Standard 15 was last revised in September 2018, via Resolution 01-18-105 (Attachment 2).

On June 15, 2023, the ACSC reviewed and vote unanimously to recommend that the Board of Directors approve the revisions to Standard 15.

### **DISCUSSION**

Architectural Standard 15: Floor Coverings: Exterior [Balconies and Patios] (Attachment 1) needs to be revised to reflect current Federal and State regulations, City-adopted Building Codes, Municipal Codes, and mutual policies.

The proposed revisions to Standard Section 15 – Floor Coverings: Exterior [Balconies and Patios] along with the accompanying revised resolution are included in Attachments 3 through 5. The proposed revisions are intended to resolve conflicts with verbiage within the standard, along with meet the mutual’s current architectural intent for exterior alteration floor coverings.

### **FINANCIAL ANALYSIS**

There is no financial impact to the mutual if these revisions are implemented.

**Prepared By:** Michael Horton, Manor Alterations Manager

**Reviewed By:** Baltazar Mejia, Maintenance & Construction Assistant Director  
Gavin Fogg, Manor Alterations Supervisor

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 15: Floor Coverings: Exterior [Balconies and Patios]

Attachment 2 – Current Resolution 01-18-105

Attachment 3 – Redlined Revised Standard 15: Floor Coverings: Exterior [Balconies and Patios]

Attachment 4 – Final Draft Standard 15: Floor Coverings: Exterior [Balcones and Patios]

Attachment 5 – Revised Resolution 01-23-XX

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**STANDARD 15: FLOOR COVERINGS:  
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

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

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

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

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

**1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

**2.0 APPLICATIONS**

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

**3.0 MAINTENANCE**

- 3.1** Members must maintain floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.



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

**RESOLUTION 01-18-105**

**Revise Alteration Standard 15: Floor Coverings: Exterior  
[Balconies and Patios]**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 15: Floor Coverings: Exterior.

**NOW THEREFORE BE IT RESOLVED**, September 26, 2018, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 15: Floor Coverings; Exterior [Balconies and Patios], attached as part of the Official Minutes;

**RESOLVED FURTHER**, that Resolution 01-05-64, adopted June, 2005 is hereby superseded and cancelled; and

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

ATTACHMENT 3 – REDLINED REVISED STANDARD 15:  
FLOOR COVERINGS: EXTERIOR [BALCONIES AND PATIOS]



**STANDARD 15: FLOOR COVERINGS:  
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

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

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

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

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

REVISED JULY 2023, RESOLUTION 01-23-XX

**1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

**2.0 APPLICATIONS**

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- 2.4 Glazed tile, due to its slippery surface, is prohibited for use as a floor covering.
- 2.5 Floor coverings are installed by the Members at their own risk. Any damage caused by any building activity, including building maintenance, shall be the resident's responsibility.
- 2.6 Painting ~~or staining~~ of concrete is prohibited, ~~including patios~~.
- 2.7 The placement of indoor/outdoor carpeting is prohibited on any surface which is supported by wood (such as balconies, patios, decks, entryways, elevated and regular breezeways).
- 2.8 Concrete stain and epoxy coatings are permitted on concrete slabs in patios, atriums, and courtyards only. These coatings are prohibited on Common Area walkways.

**3.0 MAINTENANCE**

- 3.1 Members must maintain floor coverings in good condition at all times. Members shall repair or replace damaged or worn floor coverings.

ATTACHMENT 3 – REDLINED REVISED STANDARD 15: FLOOR COVERINGS:  
EXTERIOR [BALCONIES AND PATIOS]



- 3.2** Members shall be responsible to remove and replace any floor covering for access to the subsurface for purposes of inspection, repairs or maintenance.
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- 3.5** On wood frame balconies, the floor covering must be removed edable as needed to permit access for inspection and maintenance at the member's expense. If the floor covering restricts the Mutual from performing periodic or preventive maintenance activities, the Member shall be responsible for all damages caused by the lack of maintenance.
- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.

**ATTACHMENT 4 – FINAL DRAFT STANDARD STANDARD 15:  
FLOOR COVERINGS: EXTERIOR [BALCONIES AND PATIOS]**



**STANDARD 15: FLOOR COVERINGS:  
EXTERIOR [BALCONIES AND PATIOS]**

MAY 1996

REVISED APRIL 2005, RESOLUTION 01-05-64

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

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

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

REVISED SEPTEMBER 2018, RESOLUTION 01-18-105

REVISED [DATE], RESOLUTION 01-23-XX

**1.0 GENERAL REQUIREMENTS**

**SEE STANDARD SECTION 1: GENERAL REQUIREMENTS**

**2.0 APPLICATIONS**

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- 2.2** Floor coverings shall not be installed on any walkway or breezeway.
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FLOOR COVERINGS: EXTERIOR [BALCONIES AND PATIOS]

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- 3.6** If the floor covering holds moisture, restricts water drainage, or causes moisture related damage, the Member shall be responsible for all costs related to the damage.

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ATTACHMENT 5 – REVISED RESOLUTION



**RESOLUTION 01-23-XX**

**Revise Alteration Standard 15: Floor Coverings: Exterior  
[Balconies and Patios]**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 15: Floor Coverings: Exterior;

**NOW THEREFORE BE IT RESOLVED**, August 8, 2023, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 15: Floor Coverings; Exterior [Balconies and Patios], attached as part of the Official Minutes; and

**RESOLVED FURTHER**, that Resolution 01-18-105, adopted September, 2018 is hereby superseded and cancelled; and

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

**JULY INITIAL NOTIFICATION: 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied.**

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United Laguna Woods Mutual  
Finance Committee  
June 27, 2023

**ENDORSEMENT (to board)**

**Approve and Endorse the Recognition Agreement for Non-Institutional Lenders**

The Private Loan Research Ad Hoc Committee approved a revised Recognition Agreement for Non-Institutional Lenders and brought it forth to the Finance Committee on June 27, 2023 to be approved and endorsed. A motion was made by Director Lenny Ross to adopt the proposed Recognition Agreement for Non-Institutional Lenders. Director Alison Bok seconded. Discussion ensued and multiple questions and comments were made by members which were addressed during the meeting.

The motion passed by unanimous decision to approve and endorse the recommendation and will be presented at the next board meeting.

On July 11, 2023, the Board approved the Ad Hoc Committee's recommendation and placed it on 28-day notice pending legal counsel's review. The enclosed document includes edits from legal counsel as noted in the redline version.

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## STAFF REPORT

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**DATE:** August 8, 2023  
**FOR:** Finance Committee  
**SUBJECT:** Recognition Agreement for Non-Institutional Lenders

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### **RECOMMENDATION**

The Private Loan Research Ad Hoc Committee recommends approval of a revised Recognition Agreement for Non-institutional Lenders.

### **BACKGROUND**

The Private Loan Research Ad Hoc Committee held multiple meetings revising and reconstructing the current recognition agreement for noninstitutional lenders. On May 24, 2023, the final drafted lender packet was presented and approved by the committee members to be reviewed by Legal Counsel and be presented at the United Finance Committee scheduled June 27, 2023. The Finance Committee endorsed the recommendation to approve the Recognition Agreement for Non-Institutional Lenders and to be presented at the following July 11, 2023 Board meeting for adoption.

### **DISCUSSION**

On July 11, 2023, the Board thoroughly reviewed the Non-Institutional Lender Packet where the decision was made to reroute the packet to Legal Counsel for final edits and changes as requested by members. Upon final approval from legal, the packet will be presented a second time at the August 8<sup>th</sup>, 2023 Board meeting for final adoption.

**Prepared By:** Erika Hernandez, Finance Department Administrative Assistant

**Reviewed By:** Steve Hormuth, Director of Financial Services  
Jose Campos, Assistant Director of Financial Services

### **Attachments(s):**

**Attachment 1:** Non-Institutional Recognition Agreement (clean)

**Attachment 2:** Resolution 01-23-XX (clean)

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# Attachment 1

## Recognition Agreement of Non-Institutional Lenders

THIS RECOGNITION "AGREEMENT" is made between United Laguna Woods Mutual, a California Nonprofit Mutual Benefit Corporation, with a mailing address of 24351 El Toro Road, Laguna Woods, California, 92637 ("Corporation") and \_\_\_\_\_ (insert name of lender) with a mailing address of \_\_\_\_\_ (insert mailing address for lender) ("Lender") with respect to the pledge and assignment to Lender by \_\_\_\_\_ (insert borrower's name(s)) ("Borrower") of Borrowers evidence of ownership in the Corporation and right to the possessions and use of Unit No. \_\_\_\_\_ (insert apartment number) and Garage/Parking Space No. \_\_\_\_\_ (insert parking space/garage space number) (collectively called the "Unit"), as collateral security for a loan ("Loan") to be made by Lender to Borrower.

NOW, THEREFORE, to induce Lender to make the Loan to Borrower, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Corporation and Lender make the following representations, warranties, and agreements:

THE CORPORATION AND LENDER REPRESENT AND WARRANT AS FOLLOWS:

1. The Corporation is a stock cooperative, as defined in Civil Code Section 4190, that is formed to own, operate, and manage a common interest development, as defined in Civil Code Section 4100, in Laguna Woods Village, California, consisting of six thousand three hundred and twenty-three (6,323) residential units and common area ("Project").
2. The Corporation has approved Borrower for membership in the Corporation and occupancy of the Unit.
3. The Corporation has issued to Borrower or will issue to Borrower to be held by Lender, escrow or some other third party trustee as agreed between Lender and Borrower ("Third Party"), promptly after settlement, the evidence of Borrower's ownership in the Corporation and possession and use of the Unit which in the case of this Corporation are represented by a Stock Certificate and Occupancy Agreement, and any other documents issued by the Corporation related to Borrower's rights of membership in the Corporation and use of the Unit. ("Proprietary Documents").
4. The Corporation's records do not reflect, and the Corporation does not have knowledge or notice of, any encumbrances liens or claims relating to the Proprietary Documents and said Proprietary Documents may be freely pledged and assigned by Borrower to Lender under the Corporation's governing documents, as defined by Civil Code Section 4150, including an Occupancy Agreement, Stock Certificate, Bylaws and rules and regulations, copies of which have been provided to Lender and Borrower, both of which hereby acknowledge receipt and reading of same. ("Operative Documents").
5. The Corporation is the owner in fee simple of the land and all improvements thereon of which said Unit is a part, subject only to the loan(s) secured by mortgages or deeds of trust, if applicable.
6. The Corporation is not presently in default with respect to payment of other obligations of any loans.
7. The Proprietary Documents and any encumbrances on the Property do not prohibit the pledge and collateral assignment of the Proprietary Documents to Lender in accordance with this Agreement.
8. The Corporation consents to the pledge and assignment to Lender by Borrower of the Proprietary Documents issued by the Corporation, and relating to the Unit, as collateral security for the Loan.
9. If the Borrower is the present owner of the Proprietary Documents, including the Stock Certificate, Borrower is not presently in default under any of the terms of the Proprietary Documents and no notice of default has been given to Borrower, or, if a notice of default has been given to Borrower, the default referred to in such notice has been cured.
10. The Corporation has the right of first refusal in case of sale or foreclosure of the Unit by Lender, and Lender agrees to provide Corporation with reasonable notice prior to proceeding with any sale or foreclosure so Corporation can exercise its right to first refusal.
11. The Corporation will recognize the priority of Lender over Borrower in the event of any distribution of funds resulting from destruction, condemnation, liquidation or refinancing of the Corporation, or any part thereof, less all sums that may be due the Corporation pursuant to the Proprietary Documents and all reasonable expenses incurred by the Corporation relating to such proceeds.
12. If applicable, the Corporation may require the collection of fees from escrows or any Third Party at the time of settlement. Such fees shall be collected by the escrow or Third Party.
13. A Borrower's interest may not be pledged to the Lender without the written consent of the Corporation.
14. Lender, for itself and its successors and assigns, covenants, and agrees that all its right and powers under any obligation entered into

# Attachment 1

with Borrower shall be in accordance with all terms and conditions of this Agreement (a “share loan”) and shall be subordinate and subject to rights of the Corporation to collect monthly and special assessments from Borrower and Lender. Moreover, in the event the Corporation acquires Borrower’s Unit and ownership interest based on the foreclosure process pursuant to the Davis-Stirling Common Interest Development Act and in accordance with the Corporation’s governing documents (whether under judicial foreclosure or nonjudicial foreclosure), the Lender’s lien or any interest in the Unit that the Lender had shall automatically terminate, subject to the conditions hereinafter described. The Lender may cure the Borrower’s default to the Corporation prior to any such foreclosure action.

15. All Loans secured by this Agreement shall be funded and settled by a third party escrow or title company licensed in, or controlled by, the State of California. Such escrow or title company shall have a functional understanding of stock cooperative corporations, this Agreement and the Proprietary Documents.

## LENDER IS ENTITLED TO RECEIVE TIMELY WRITTEN NOTICES OF:

1. The generation by the Corporation during a taxable year of 80% or less gross income from “tenant-stockholders” as such terms are defined in Section 216 of the Internal Revenue Code of 1986: as amended.
2. Any surrender, cancellation, termination, or similar notification of the Proprietary Documents.
3. Any change in the form of ownership of the Corporation, including the contraction, expansion, or termination of the Corporation’s cooperative housing project.
4. Obtaining any new financing collateralized by the Unit.
5. Any sixty (60) day delinquency by the Borrower that is related to the payment of his or her monthly or special assessments.
6. Any 30-day delinquency, by the Corporation in payments due under any mortgage for real estate taxes, assessments, and charges imposed by a government entity or public utility, or under any ground lease.
7. Any lapse or cancellation of any insurance coverage maintained by the Corporation.

## LENDER’S RIGHTS UPON BORROWER’S DEFAULT

1. In the event there is a default under the Loan, and Lender becomes owner of the Proprietary Documents, including the Stock Certificate, pursuant to remedies provided in the Loan, the Corporation will recognize and approve such ownership, and within sixty (60) days after receipt of written notice and delivery of the Proprietary Documents from Lender (as executed by Borrower and pledged or assigned to Lender), the Corporation will cancel such Proprietary Documents and reissue such Proprietary Documents to Lender or Lender’s non-corporate designee as appropriate (nothing herein shall obligate the Corporation to issue Proprietary documents to a LLC with partnership or corporation), and the following provisions shall apply:
  - a. The Corporation may exercise an option to purchase any Proprietary Documents obtained and sold, assigned or transferred by Lender pursuant to foreclosure or other proceedings related to enforcement of the Loan obligations, or any deed or assign in lieu of such foreclosure or proceedings, provided Lender is paid an amount equal to the full amount due under the Loan, less any assessments and related charges owed Corporation by Borrower, such option to be exercised and payment to be made to Lender within sixty (60) days after notice to the Corporation of the availability of the Proprietary Documents, which option, if not exercised within said sixty (60) day period, shall be deemed null and void.
  - b. Without the approval of the Corporation, Lender shall have no power or right to transfer, sell, assign, or otherwise dispose of the Proprietary Documents or to sublease the Unit. Any required approval may be withheld only based on failure in meeting reasonable standards of creditworthiness or written cooperative occupancy standards duly adopted by the Corporation or based on potential non-compliance with law, regulation, administrative rulings, or Corporation’s Operative Documents.
  - c. The Corporation’s lien for sums due from the Borrower under the Proprietary Documents with respect to the portion of such sums which are attributable to any payments due on any mortgage on the Unit, current real estate taxes and any assessments is prior (i.e., superior) to the security of Lender. The Corporation’s lien for any other unpaid expenses and other sums due under the Proprietary Documents (the “Subordinated Sums”) is subordinated to the security interest of Lender. The acquisition, in fact, by Lender of the Proprietary Documents pursuant to foreclosure or other remedies provided in the Loan instruments or otherwise, shall be free and clear of any claims for the Subordinated Sums which accrued prior to the time Lender acquired said documents, provided, however, that Lender’s security agreement with Borrower shall recognize the Corporation lien(s) aforesaid as follows. The Lender shall distribute any proceeds realized from a sale by the Lender of the Proprietary Documents and other collateral, to the extent of available proceeds, in the following order of priority: (1) to the Corporation, sums owing other than the Subordinated Sums; (2) to the Lender, reasonable expenses incurred pursuant to the foreclosure, including reasonable attorney’s fees; (3) to the Corporation, an amount sufficient to discharge all of the Subordinated Sums; (4) to the Lender, sums owing under the Loan; and (5) to the Borrower, any remaining sums. Notwithstanding any of the foregoing provisions, the security interest of the Lender shall be subordinate to any mortgage or deed of trust, including any assignment of rents or assessments, or maintenance expenses, now or hereafter secured by the Unit.

# Attachment 1

2. In the event there is a default under the Loan, and Lender elects not to cure said default or to act to acquire Borrower's interest in the Proprietary Documents, then the Corporation, upon issuance of Proprietary Documents to another party, shall recognize Lender's rights as a lien holder against the net proceeds of any such transaction after reimbursement to the Corporation of all sums due under the Proprietary Documents.
3. The Corporation and Borrower, by their execution of the Agreement, agree that the Corporation's rights to terminate and cancel Borrower's Proprietary Documents, pursuant to this Agreement and the Proprietary Documents, shall be deemed to amend and supersede the terms of the Proprietary Documents, and Borrower agrees that Lender, the Corporation, and their officers, agents and employees shall incur no liability by reason of any action taken or omission by any persons pursuant to this Agreement.

## TERMS

1. The Corporation shall give written notice to the Lender if the Corporation records a Notice of Delinquent Assessments. The lender shall have sixty (60) days to cure the default after the notice of the Borrower's default to the Corporation or notice of the Corporation's intent to accept the Borrower's interest in lieu of foreclosure is mailed.
2. Notwithstanding the Borrower's pledge to the Lender, the Borrower shall retain all rights, privileges, and obligations of membership (specifically including the right to occupy and use the Unit and community facilities, the right to vote and the obligation to comply with the Proprietary Documents of the Corporation until and unless said documents and membership rights are terminated under the provisions of the Occupancy Agreement and the Corporation's Bylaws or the pledged collateral is foreclosed or accepted in lieu of the foreclosure by the Lender under the terms of the lending relationship between the Lender and the Borrower.
3. **Right to Cure in the Event of Default.** The Corporation agrees that it will not commence action to terminate the Proprietary Document, including Occupancy Agreement and or Membership, of Borrower for a default under the terms of the Proprietary Documents, including the Corporation's Bylaws, without giving Lender prior written notice and the opportunity to cure said default or acquire such Borrower's rights under the Proprietary Documents, including the Borrower's Stock Certificate and Occupancy Agreement in accordance with the following:
  - a) **Monetary Default.** If the default arises from the Borrower's failure to make any payment due to Corporation (including assessments, late charges, interest and any other cost associated with the delinquency), and Lender or the Borrower cures said default within sixty (60) days after Lender's receipt of the Corporation's notice the Corporation shall not commence action to terminate the Borrower's Occupancy Agreement or Membership. The Corporation's acceptance of any amounts paid by Lender to cure a Member's monetary default shall not constitute a waiver of the Corporation's rights under the Corporation's Bylaws or Proprietary Documents concerning the occupancy and use of the Borrower's Unit or the transfer of the Borrower's membership in the Corporation.
4. **Corporation Transfer of Memberships and Termination of Occupancy Agreements in the Event of Default or Surrender.** The Corporation retains its right to terminate and transfer the Borrower's rights under the Occupancy Agreement in accordance with the Corporation's Bylaws if:
  - a) Lender consents to transfer and termination by reconveyance of the Lender's security agreement or otherwise; or,
  - b) The Borrower's monetary default is not cured within sixty (60) day period for which provision is made pursuant to this Agreement; or
  - c) If Lender pays the Corporation all amounts which become due to the Corporation from the defaulting Borrower and Lender furnishes Corporation with evidence of Lender's having acquired Borrower's rights and interest under the Proprietary Documents, and membership prior to the Corporation's termination of the Borrower's membership and the Borrower's rights under the Proprietary Documents, the Corporation will issue a new Stock Certificate and enter into a new Occupancy Agreement for only one Unit with a designee of Lender approved by the Corporation (as provided in Paragraph 8 below) as soon as reasonably possible after such termination or surrender.
5. **Lender's Right to Proceeds or to Designate Transferee if Corporation Redeems or Accepts Surrender of Membership.** If the Corporation exercises its option to purchase the membership of Borrower in accordance with the Corporation's Bylaws upon the Borrower's actual or constructive notice of an intention to leave the Project, Corporation shall pay Lender from the funds otherwise payable to the Borrower an amount not exceeding the Borrower's indebtedness to Lender. In the event the amount otherwise payable to the Borrower is less than the Borrower's indebtedness to Lender, then if Lender pays Corporation all amounts owed to the Corporation by the Borrower pursuant to this Agreement, and any other provision of the Corporation's Bylaws or Occupancy Agreement within 30 days after the Corporation exercises its option to purchase the membership or after the Corporation accepts a surrender of the Borrower's membership, right to occupy, and Stock Certificate, the Corporation will issue a new Stock Certificate and enter into a new Occupancy Agreement for only one Unit with a designee of Lender approved by the Corporation (as provided in this Agreement) as soon as reasonably possible after all payments due are received by the Corporation.
6. **Foreclosure by Lender.**

# Attachment 1

- a) If Lender forecloses its Pledge or accepts an assignment of the Proprietary Documents encumbered by the Security Agreement, the membership, and or the Stock Certificate in lieu of foreclosure as to the Borrower's Loan, Lender shall give the Corporation the first right of refusal to purchase Borrower's membership interest. Thereafter, if the Corporation declines to purchase the membership interest within a reasonable time, Lender will then use its best efforts to sell Borrower's membership interest at fair market value as rapidly as reasonably possible to a buyer acquiring only one Unit.
  - b) When Lender seeks the Corporation's approval of a designee pursuant to this Agreement, the Corporation will not unreasonably withhold its approval of such designee who meets the Corporation's customary requirements for membership. The Corporation shall review the qualifications of the designee in the same manner as it reviews the qualifications of a prospective purchaser of a Stock Certificate from any prospective member of Corporation, and the Corporation's requirements or standards for membership shall not be applied capriciously or arbitrarily.
  - c) During the period between Lender's foreclosure or acceptance of an assignment in lieu of foreclosure and the sale of the Borrower's membership to a designee approved by the Corporation, Lender shall not be considered a member, *per se*, and shall have no right to occupy or use the Unit or common facilities or to vote. Lender's rights shall be limited to those specified in this Agreement. However, during this period Lender shall have the same duties and responsibilities under the Corporation's Bylaws and the Borrower's Occupancy Agreement as the Borrower, as a former member, specifically including the Borrower's obligation to pay the assessments and related charges promptly and obligation to maintain the Unit, including maintaining and repairing alternations in the Unit. Moreover, the Corporation shall have the same remedies against the Lender in the event of default that it had against the Borrower and former member.
  - d) The Parties hereto agree and covenant that if Lender forecloses its pledge or accepts an assignment of the pledge in lieu of foreclosure, that Lender's interest in the Unit is taken subject to all sums due and owing Corporation by the Borrower and former member under the Occupancy Agreement or otherwise ("Defaulted Sums"). Lender agrees to pay all Defaulted Sums to Corporation upon sale or lease of the membership or Unit, regardless of whether Corporation has obtained or perfected a lien against the membership and regardless whether the proceeds from any such sale exceed or satisfy sums due and owing Lender by the Borrower and former member; the Parties agree that under any and all circumstance Lender shall pay Corporation the full amount of the Defaulted Sums upon sale of the membership or Unit.
7. **Indemnification of the Corporation.** Lender shall indemnify and defend the Corporation and its officers, directors, and agents against, and hold the Corporation and its officers, directors, and agents free and harmless from, any loss, liability or expense incurred by the Corporation in connection with any claim by the Borrower or the Borrower's successors in interest which arises out of Lender's representations or actions pursuant to this Agreement.
  8. **Amendment to Occupancy Agreement.** The Corporation agrees that it will not consent to or make any amendment that is materially detrimental to Lender's rights under this Agreement to any Occupancy Agreement between the Corporation and Borrower without obtaining Lender's prior written consent, which consent shall not be withheld unreasonably.
  9. **Estoppel Statement.** Within ten (10) days after receipt of a request for an estoppel statement, either Party shall deliver to the other a written statement of the magnitude and nature of any amounts which the Party alleges are due from Borrower. Such a statement shall be binding upon the Party providing the statement as of the date of the statement. The party providing the statement shall have the right to require the Party requesting the statement to pay a reasonable fee for the provider's cost to prepare and reproduce such statement.
  10. **Fire and Casualty Insurance.** The Corporation warrants that it has and will maintain until the termination of this Agreement fire and casualty insurance with extended coverage of all buildings containing the Unit which is the subject of an Occupancy Agreement with Borrower in an amount as near as reasonably and financially possible to the replacement value of the Unit and its building (including, without limitation, all portions of such Unit consisting of built-in or set-in appliances and cabinets, as initially installed, or replacements thereof), without deduction for depreciation. To the extent reasonably and financially possible, each such policy of fire and casualty insurance shall provide for waiver of subrogation of claims against Corporation's members.
  11. **Casualty Losses.** The Corporation hereby waives and releases all claims against Lender resulting from an insured or uninsured casualty to the extent of the insurance proceeds available plus any deductible under insurance coverage, whether the damage or injury is caused by the Borrower's negligence, fault, or misuse. Notwithstanding any provision of the Corporation's Bylaws or of the Occupancy Agreement with Borrower, the Corporation shall repair or replace the Unit subject to the Occupancy Agreement that is damaged or destroyed as a result of an insured casualty in a manner that restores the Unit to substantially its condition and value prior to the damage or destruction if the cost of doing so does not exceed the insurance proceeds plus the deductible under the insurance coverage. If the cost of repairing or replacing such damaged Unit in a manner that restores it to substantially its condition and value prior to the damage is greater than the insurance proceeds available to the Corporation for such purpose plus the deductible under the insurance coverage and the Corporation elects not to repair and replace it, then the Corporation shall pay Lender from funds otherwise payable to the Borrower an amount not exceeding the Borrower's indebtedness to Lender prior to paying any portion of such insurance proceeds to such Borrower or using any portion of such proceeds for any purpose other than to satisfy any amounts owed by such Borrower to the Corporation.
  12. **Condemnation Awards.** If the Corporation receives an award for condemnation or taking of all or any portion of a Unit which is subject to the Occupancy Agreement in favor of Borrower or any other award for condemnation or taking a portion of which is allocable to Borrower, the Corporation shall pay Lender from the funds otherwise payable to the Borrower an amount not exceeding the Borrower's indebtedness to Lender prior to paying any portion of the condemnation or taking award to the Borrower or using any

Attachment 1

portion of such proceeds for any purpose other than to satisfy any amounts owed by such Borrower to the Corporation.

- 13. **Further Blanket Encumbrances.** The Corporation agrees that it will not consent to any further blanket lien or blanket deed of trust encumbering real property which is subject to Occupancy Agreements owned by Borrower on the list without giving Lender sixty (60) days prior written notice.
- 14. **Termination.** This Agreement may be terminated at any time by either party by giving sixty (60) days prior written notice of said termination to the other party; provided, however, that following any such termination, the terms and provisions of this Agreement shall remain in effect as to all Memberships, Certificates, and Occupancy Agreements then transferred or pledged to Lender as of the date of such termination, until (a) such time as the obligations secured by such transferred or pledged Memberships, Certificates, and Occupancy Agreements have been satisfied or (b) Lender has acquired such Memberships, Certificates, and Occupancy Agreements pursuant to its right of foreclosure or assignment in lieu of foreclosure and such Memberships, Certificates, and Occupancy Agreements have been transferred to eligible Members approved by the Corporation, whichever occurs first.
- 15. **Recording of Memorandum of Occupancy Agreement.** Upon the Lender’s request, Corporation shall execute, acknowledge, and deliver to Lender a Memorandum of Occupancy Agreement in a form that will permit recordation of such Memorandum of Occupancy Agreement in the Official Records of Orange County, California.
- 16. **Notices.** Any notice or consent required pursuant to the terms hereof shall be deemed given when personally delivered to an authorized representative of a party or if mailed, it shall be deemed given five (5) days after mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Corporation:

United Laguna Woods Corporation  
 c/o Village Management Services 24351 El Toro Road  
 P. O. Box 2220  
 Laguna Hills, California 92654

If to Lender:

Or such other address as either party may specify from time to time.

- 17. **Successors and Assigns.** The provisions of this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties. As used herein, the term “Lender” includes, in addition to the lender named in this Agreement, (1) any other lender; (2) any investor of any type which has then succeeded to the Lender’s right and interest in all or any part of the loans subject to this Agreement; (3) any person or institution which may service the loans for such lender or investor; and, (4) any insurer or guarantor of all or any part of any loan to a Borrower or a member of the Corporation that is subject to this Agreement. The Corporation shall have an obligation to notify any person or institution other than the Lender named herein only if that person or institution has provided written notice of its interest in a specified dwelling unit as provided in number 16 above.
- 18. **Miscellaneous.** As used herein, words of the masculine gender, if any, shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. In Witness herewith this agreement has been executed as of the date set forth above.

In Witness herewith this agreement has been executed as of the date set forth above.

Lender:

Corporation:

**UNITED LAGUNA WOODS CORPORATION,**  
 A California nonprofit Corporation benefit corporation

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: President  
 By: \_\_\_\_\_  
 Its: Secretary

[NOTICE AND ACKNOWLEDGMENT]

BINDING AND ENTIRE AGREEMENT.

Attachment 1

This Agreement has been duly signed, attested to, and is authorized by the Corporation’s Board of Directors in accordance with its governing documents. This Agreement may be modified or amended only in writing executed by both parties hereto. Notwithstanding any other provisions of the Proprietary Documents to the contrary, the provisions of this Agreement shall control, and no amendment or violation of the Proprietary Documents shall render invalid the rights of Lender granted herein. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceable shall not affect the remaining provisions.

CONSENT

THE CORPORATION DOES HEREBY CONSENT, which consent has been approved in accordance with the provisions of the Occupancy Agreement , to the assignment of \_\_\_\_\_ (insert number of shares, if applicable) shares of stock of the Corporation and the Occupancy Agreement from \_\_\_\_\_ (insert borrower’s name(s)) (the “Assignor”) together, to \_\_\_\_\_ (insert lender’s name ) (the “Assignee”).

AND DOES HEREBY CERTIFY THAT:

- 1. The assessments, maintenance charges and other charges under the Occupancy Agreement are paid through \_\_\_\_\_ (insert settlement date).
2. The Occupancy Agreement is in full force and effect; the shares of Corporation allocated to the Unit are duly registered in the name of Assignor; Corporation has not been notified of a pledge or disposition of, or lien upon, such shares; and there is no known existing default in respect to any of the terms, covenants, and conditions of the Occupancy Agreement. .

IN WITNESS WHEREOF, Corporation has caused this instrument to be executed by its authorized officer be hereunto and \_\_\_\_\_(insert name of Lender) has caused this instrument to be executed by its authorized officer, on \_\_\_\_\_ (insert settlement date).

Lender:

Corporation:

UNITED LAGUNA WOODS CORPORATION,
A California Nonprofit Mutual Benefit Corporation

By: \_\_\_\_\_
Its: \_\_\_\_\_
By: \_\_\_\_\_
Its: \_\_\_\_\_

By: \_\_\_\_\_
Its: President
By: \_\_\_\_\_
Its: Secretary

\*\*\*\*\*

AGREEMENT CONSENT APPROVAL
TO BE SIGNED BY OWNER OF UNIT

The undersigned, to induce the Corporation to enter into the foregoing Recognition Agreement, (a) agree(s) and consent(s) to and approve(s) all of the terms and provisions of the Recognition Agreement, and (b) agree(s) that Borrower shall indemnify Lender, the Corporation and their respective officers , agents and employees against and defend and hold harmless against, any and all liability, claims, demands, judgements, settlements and court costs and attorney’s fees which may be incurred by reason of any action taken, or omission, by and of the aforesaid persons pursuant to the Agreement.

BORROWER(S)

\_\_\_\_\_

# Attachment 1

*(Insert name of Borrower)*

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*(Insert name of Borrower)*

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**Resolution 01-23-XX**

**Recognition Agreement for Non-Institutional Lenders**

**WHEREAS**, the United Laguna Woods Mutual Board of Directors carries a fiduciary financial obligation of the Corporation; and

**WHEREAS**, United Laguna Woods Mutual Bylaws, Article III, Section 1 provides that prospective members unable to satisfy financial requirements may be approved for Membership if another financially qualified person enters into an Agreement with the Corporation to become financially responsible for expenses associated with such membership and that other person meets the financial requirements established by the Corporation, and

**WHEREAS**, a Guarantor Agreement has been developed to comport with the Article III, Section 1 of the Bylaws and has been in use for many years, and

**WHEREAS**, on June 27, 2023 the United Finance Committee approved the United Recognition Agreement for Non-Institutional Lenders whose purpose is to research loan options and reexamine current policies restricting the use of private loans; and

**WHEREAS**, prospective members currently have two avenues available to satisfy United Laguna Woods Mutual financial requirements: (1) they may qualify financially on their own merits with or without a loan from a qualified financial institution or non-institutional lender who have entered into an individual recognition agreement with the Corporation. (2) they may obtain a Guarantor who meets the financial qualifications established by United Laguna Woods Mutual from time to time,

**NOWHEREFORE BE IT RESOLVED**, September 12, 2023, that Board of Directors of this Corporation hereby approves the United Recognition Agreement for Non-Institutional Lenders as attached; and

**RESOLVED FURTHER**, the Resolution 01-16-107 adopted on November 8 2016, is hereby is superseded and cancelled.

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

## Attachment 2

### **July Initial Notification - revised August - postpone**

**Should the Board endorse the proposed resolution, 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.**

## **ENDORSEMENT (to Board)**

### **Discuss and Consider: Revised Rules for Committee Meetings**

On December 13, 2011, the Board adopted the Open Meeting Act Protocol and Procedures (Resolution 01-11-228). Its purpose is to establish guidelines, protocol and procedures to conduct Board/Association business in accordance with the Open Meeting Act.

On July 20, 2023 the Governing Documents Review Committee reviewed the Rules for Committee Meetings.

Director Casey made a motion to forward the Rules for Committee Meetings to the full board for review. Director Kale seconded the motion.

By way of consensus, the motion passed.

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## STAFF REPORT

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**DATE:** August 8, 2023  
**FOR:** Board of Directors  
**SUBJECT:** Rules for Committee Meetings

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### **RECOMMENDATION**

Approve the Rules for Committee Meetings.

### **BACKGROUND**

The Governing Documents Review Committee is tasked to review policy and processes for consistency, clarity, and efficiency.

On December 13, 2011, the Board adopted the Open Meeting Act Protocol and Procedures (Resolution 01-11-228). Its purpose is to establish guidelines, protocol and procedures to conduct Board/Association business in accordance with the Open Meeting Act.

### **DISCUSSION**

The Committee requested to review the Open Meeting Act Protocol and Procedures.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Francis Gomez, Operations Manger

**Reviewed By:** Blessilda Wright, Compliance Supervisor

### **ATTACHMENT(S)**

Attachment 1: Resolution 01-23-XX

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**Rules for Committee Meetings  
Resolution 01-23-XX**

**WHEREAS**, the Board adopted the Open Meeting Act Protocol and Procedures to establish guidelines, protocol and procedures to conduct Board/Association business; and

**WHEREAS**, the Governing Documents Review Committee is tasked to review policy and processes for consistency, clarity, and efficiency; and

**WHEREAS**, the Committee has recognized the need to establish Rules for Committee Meetings based upon Roberts Rules of Order;

**NOW THEREFORE BE IT RESOLVED**, September 12, 2023, the Board of Directors of this Corporation hereby adopts the following Rules for Committee Meetings:

1. The Chair of a Committee or two Committee members may call a Committee meeting.
2. A Committee can originate recommendations and motions concerning subjects within its area or responsibility without specific instructions from the Governing Board.
3. A Committee should consider particular motions referred to it by the Board of Directors.
4. A Committee acts validly if its decisions are agreed to at a properly called meeting of which every Committee was given proper notice.
5. A Committee can provide recommendations and actions only if a quorum of its members are present in person and/or electronically.
6. At least one member of the Committee must be physically present.
7. After the presentation of a Staff Report, a member of the Committee may make a motion to accept staff recommendation or to act upon the report.
8. The Chair can make motions and vote.
9. Residents may be heard during member comments.
10. Residents may be heard on an issue after Committee members discussion and before the vote is taken.
11. A Committee may vote to refer for future consideration an issue suggested by a resident.

**RESOLVE FURTHER**, that the officers and agents of this Corporation are here by authorized on behalf of this Corporation to carry out the purpose of this resolution.

**August Initial Notification**

**Should the Board endorse the proposed resolution, 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.**





## Treasurer's Report for August 8, 2023 Board Meeting

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**SLIDE 1** – Through the reporting period of **June 30, 2023**, total revenue for United was \$25,745K compared to expenses of \$25,565K, resulting in net revenue of \$180K.

**SLIDE 2** – In Finance, we keep a close eye on the operating portion of our financial results. The Operating Fund (without Depreciation) shows an operating surplus of \$52K through the reporting period. This chart shows how much of our revenue went into operations, with \$11,860K coming in from assessments and \$734K coming from non-assessment revenue. This is compared to operating expenditures of \$12,542K (without Depreciation).

**SLIDE 3** – This next chart takes the full income statement and compares those results to budget. We can see that United ended the period better than budget by \$451K when combining both operating and reserve savings.

**SLIDE 4** – The most significant variances from budget were attributable to the following:

**Employee Compensation \$920K;** Favorable variance resulted primarily in the Landscape and M&C departments due to open positions. Impacted areas include grounds maintenance, tree maintenance, plumbing, paint, interior components, and carpentry. Recruitment is in progress to fill in current open positions. Grounds maintenance contracted shrub-bed maintenance to outside vendors for the pruning/weeding cycle as they continue to fill open positions.

**Investment Income \$272K;** Favorable variance resulted from higher rates of return received on treasury bill investments than anticipated at the time of budget preparation.

**Utilities and Telephone (\$275K);** Unfavorable variance due to an over accrual of sewer and water charges. A correcting entry will be reflected in the next period.

**Outside Services (\$427K);** Unfavorable variance resulted primarily in Landscape Services. Grounds maintenance contracted out shrub-bed maintenance as the open positions that are tasked with this are filled. Offset can be found in Employee Compensation.

**SLIDE 5** – On this pie chart, we show non-assessment revenues earned to date of \$1,081K. Revenue is organized by category, starting with our largest revenue generating category: Investment Income, followed by Fees and Charges, Laundry, Lease Processing Fee, Resale Processing Fee, and so forth.

**SLIDE 6** – On this pie chart, we see the expenses to date of \$25,565K, showing that our largest categories of expense are for Property Tax and Employee Compensation followed by Outside Services, Insurance, Utilities, Materials and Supplies, and so forth. In the upper right corner, we show a breakout of the utility category.



## **Treasurer's Report for August 8, 2023 Board Meeting**

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**SLIDE 7** – On the next slide we see those same expenses, excluding property tax.

**SLIDE 8** – Our fund balances are shown here. The Contingency Fund balance on June 30, 2023 was \$1,152K. Contributions collected totaled \$38K with no expenditures to date. The Reserve Fund balance on June 30, 2023 was \$16,889K. Contributions and investment revenue collected totaled \$6,274K while expenditures were \$6,095K. The Property Tax Fund balance on June 30, 2023 was (\$650K). Contributions and investment revenue collected totaled \$6,839K while expenditures were \$6,852K.

**SLIDE 9** – We compare this to historical fund balances for the past five years on this chart, which have averaged \$19 Million.

**SLIDE 10** – We have a slide here to show resale history from 2021 - 2023. Through June 30, 2023, United resales totaled 170, which is 82 resales lower than the prior year for the same time period. The average YTD resale price for a United Mutual manor was \$353K, which is \$1K less than the prior year for the same time period.

# Financial Report

Preliminary as of June 30, 2023



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$24,664
Non-assessment Revenue	\$1,081
Total Revenue	\$25,745
Total Expense	\$25,565
Net Revenue/(Expense)	\$180

# Financial Report

Preliminary as of June 30, 2023



OPERATING ONLY INCOME STATEMENT <sup>1</sup> (in Thousands)	ACTUAL
Assessment Revenue	\$11,860
Non-assessment Revenue	\$734
Total Revenue	\$12,594
Total Expense <sup>1</sup>	\$12,542
Operating Surplus	\$52

1) Excludes depreciation

# Financial Report

Preliminary as of June 30, 2023



UNITED LAGUNA WOODS  
M U T U A L

INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$24,664	\$24,149	\$514
Non-assessment Revenue	\$1,081	\$960	\$122
Total Revenue	\$25,745	\$25,109	\$636
Total Expense	\$25,565	\$25,381	(\$184)
Net Revenue/(Expense)	\$180	(\$272)	\$452

# Financial Report

Preliminary as of June 30, 2023



Employee Compensation

\$920K

Investment Income

\$272K

Utilities and Telephone

(\$275K)

Outside Services

(\$427K)

Unfavorable

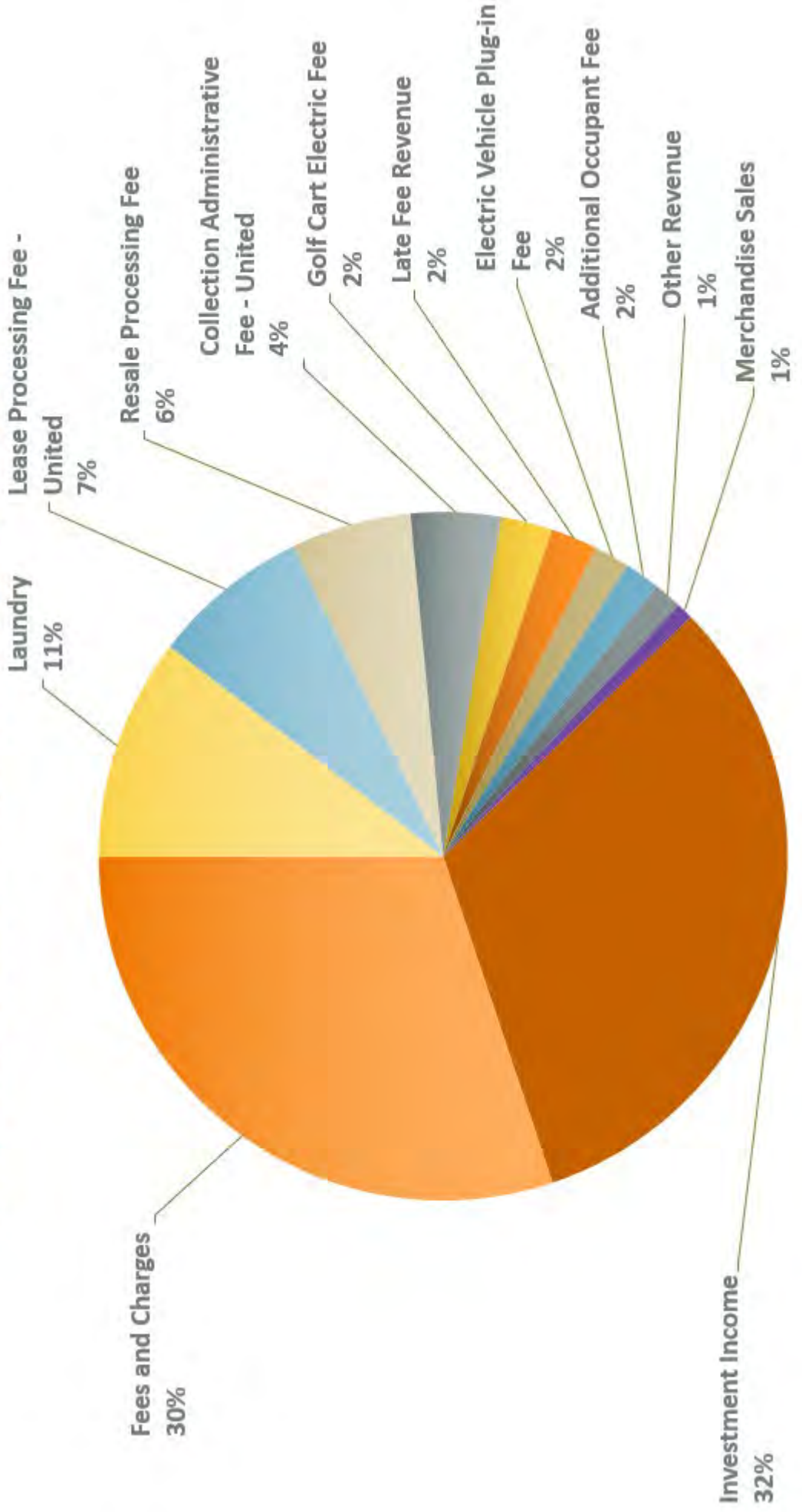
Favorable



# Financial Report

Preliminary as of June 30, 2023

## Total Non Assessment Revenues \$1,081,419



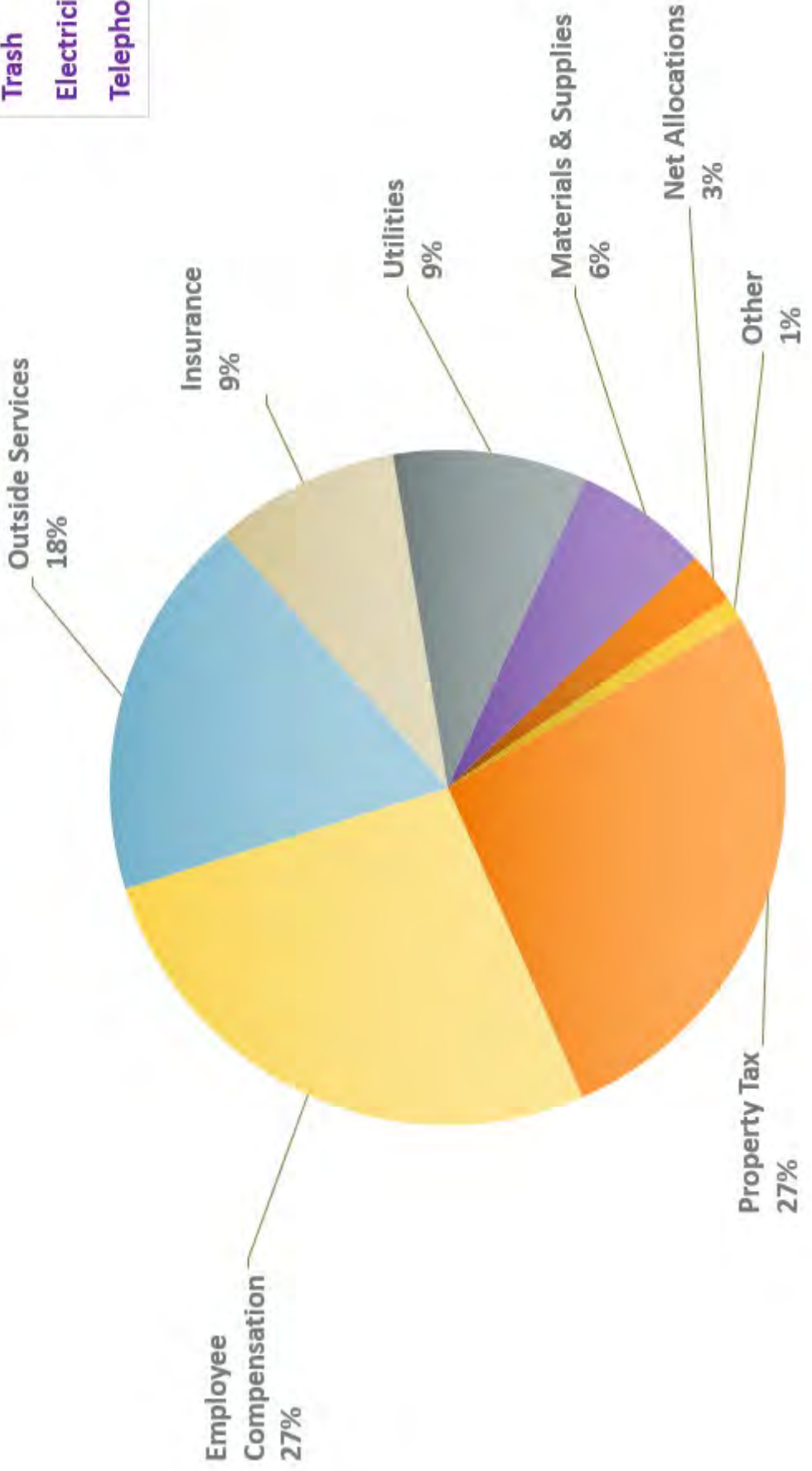
# Financial Report

Preliminary as of June 30, 2023



UNITED LAGUNA WOODS  
M U T U A L

**Total Expenses \$25,565,076**



Sewer	\$902,718
Water	\$964,396
Trash	\$396,738
Electricity	\$110,748
Telephone	\$746



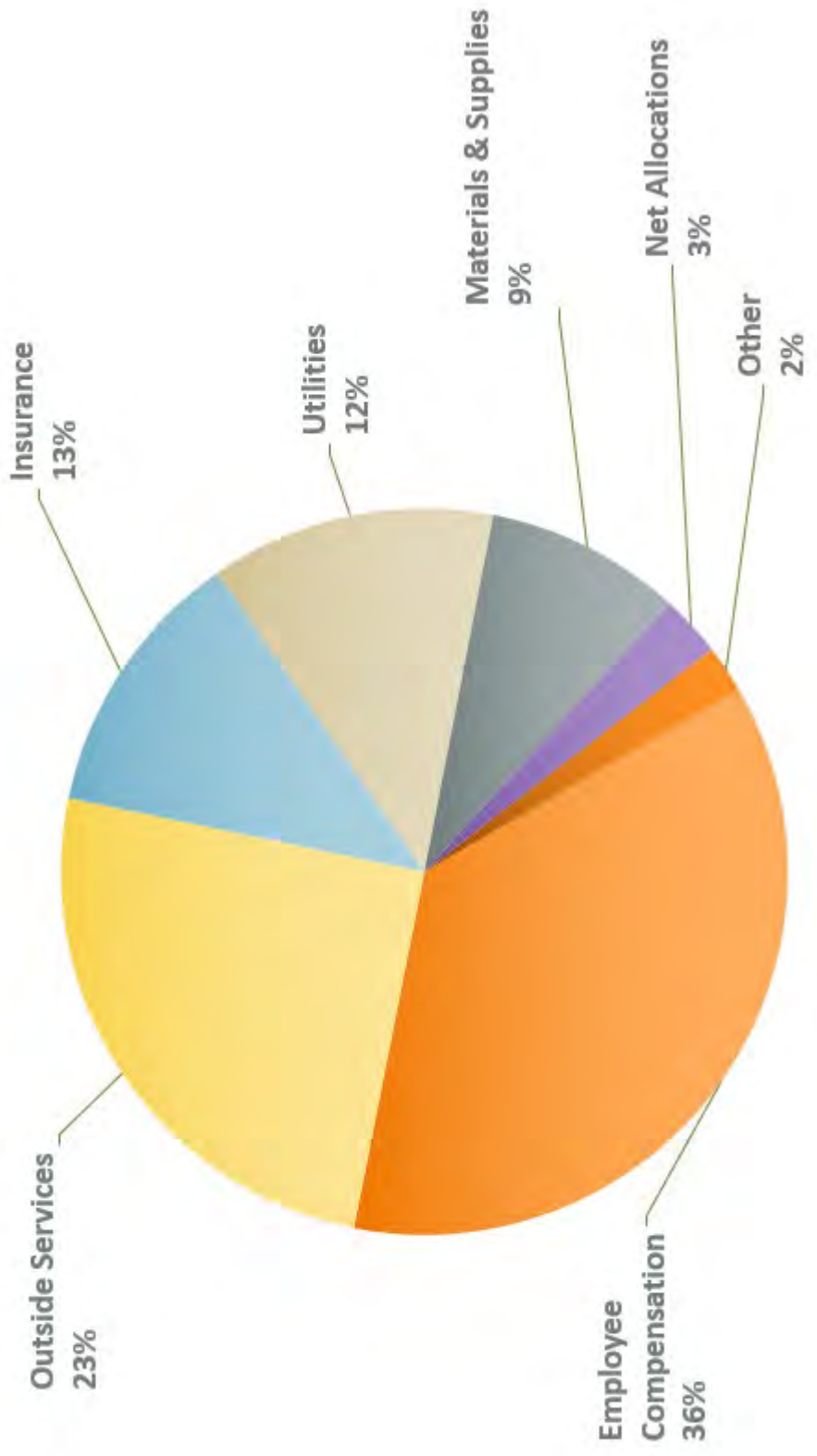
# Financial Report

Preliminary as of June 30, 2023



UNITED LAGUNA WOODS  
MUTUAL

## Total Expenses Excluding Property Tax \$18,713,526



# Financial Report

Preliminary as of June 30, 2023

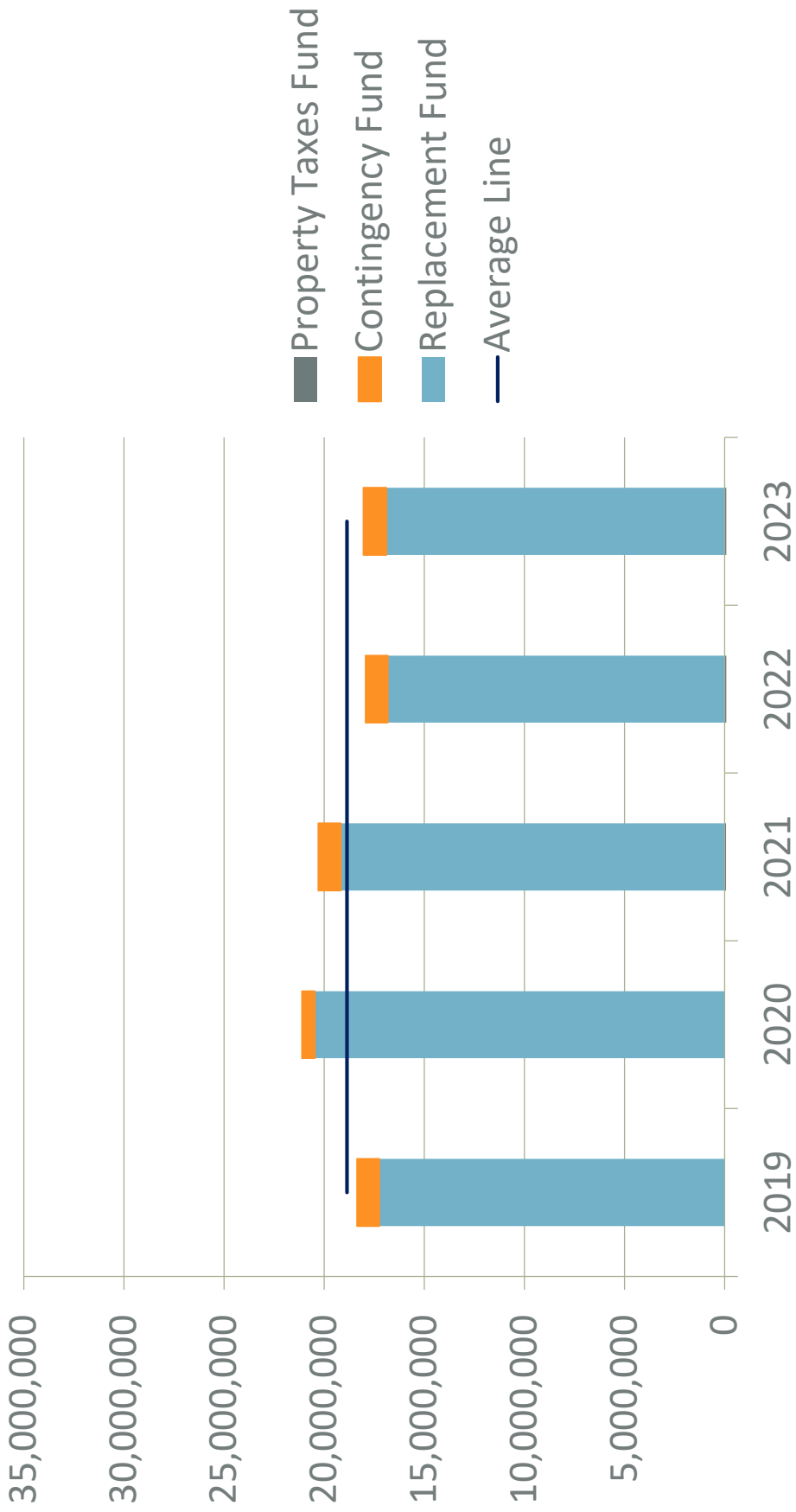


NON-OPERATING FUND BALANCES (in Thousands)	CONTINGENCY	RESERVE	PROPERTY TAX
Beginning Balances: 1/1/23	\$1,114	\$16,710	(\$637)
Contributions & Interest	38	6,274	6,839
Expenditures	0	6,095	6,852
Current Balances: 6/30/23	\$1,152	\$16,889	(\$650)

# Financial Report

Preliminary as of June 30, 2023

## FUND BALANCES – United Mutual



# Financial Report

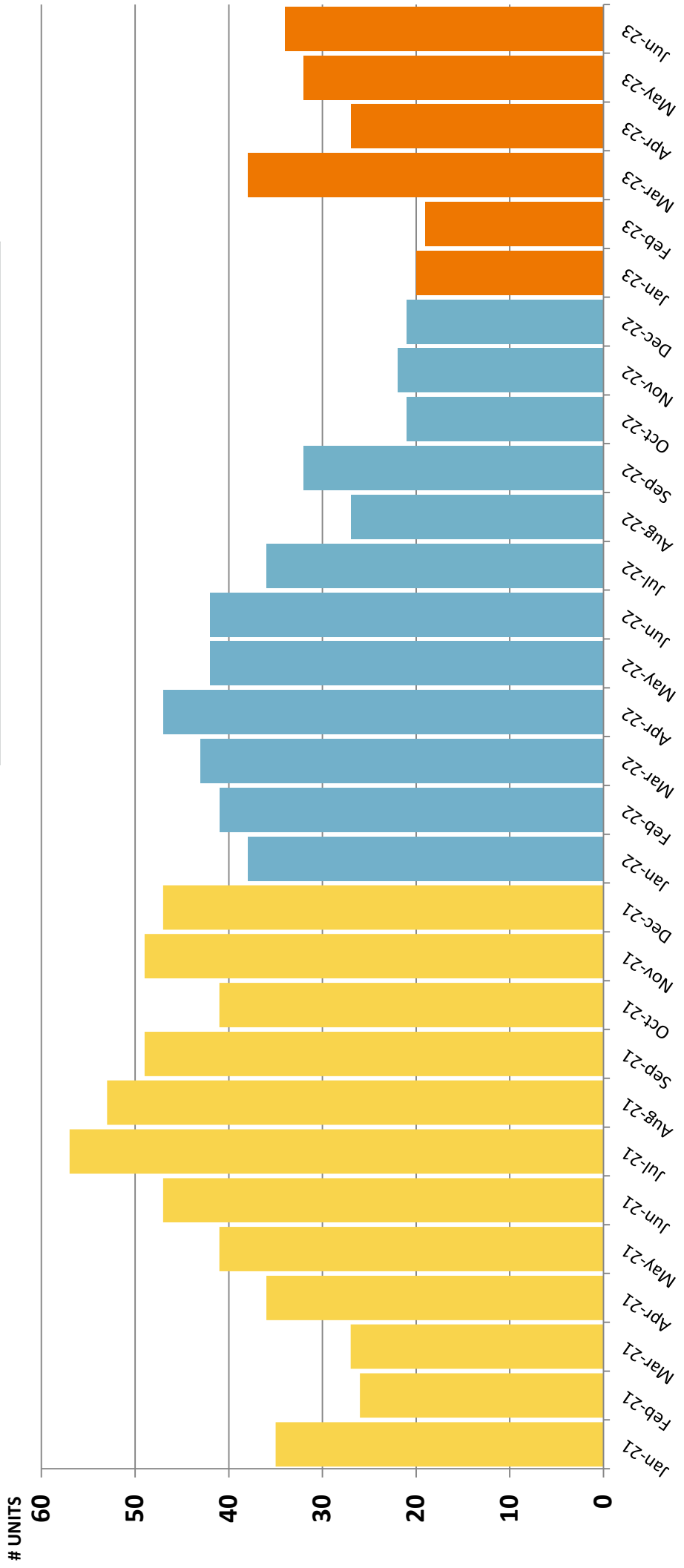
Preliminary as of June 30, 2023

## RESALE HISTORY – United Mutual



UNITED LAGUNA WOODS  
MUTUAL

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2021	253	\$288,938
YTD 2022	252	\$353,877
YTD 2023	170	\$352,615





## **FINANCE COMMITTEE MEETING REPORT OF THE REGULAR OPEN SESSION**

Tuesday, June 27, 2023 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** Lenny Ross – Chair, Alison Bok, Thomas Tuning

**DIRECTORS ABSENT:** Azar Asgari

**ADVISORS PRESENT:** None.

**STAFF PRESENT:** Jose Campos, Pam Jensen, Erika Hernandez

**OTHERS PRESENT:** United – Maggie Blackwell

### **Call to Order**

President Lenny Ross chaired the meeting and called it to order at 1:30 p.m.

### **Acknowledgment of Media**

The meeting was recorded via Granicus and made available via Zoom for members of the community to participate virtually.

### **Approval of Agenda**

A motion was made and carried unanimously to approve the agenda as presented.

### **Approval of the Regular Meeting Report of May 30, 2023**

A motion was made and carried unanimously to approve the committee report as presented.

### **Chair Remarks**

None.

### **Member Comments (Items Not on the Agenda)**

None.

### **Department Head Update**

Jose Campos, Assistant Director of Financial Services, briefly commented on the on-going 2024 Business Plan development.

### **Review Preliminary Financial Statements dated May 31, 2023**

The committee reviewed financial statements for May 31, 2023 and questions were addressed and noted by staff.

**Compensation and Outside Services**

The committee reviewed the report. No actions were taken or requested.

**Approve and Endorse the Recognition Agreement for Non-Institutional Lenders**

On May 24, 2023 the Private Loan Research Ad Hoc Committee approved a revised Recognition Agreement for Non-Institutional Lenders and brought it forth to the Finance Committee to be approved and endorsed. A motion was made by Director Lenny Ross to adopt the proposed Recognition Agreement for Non-Institutional Lenders. Director Alison Bok seconded. Discussion ensued and multiple questions and comments were made by members which were addressed during the meeting.

The motion passed by unanimous decision to approve and endorse the recommendation and will be presented at the next board meeting.

**Endorsements from Standing Committees**

None.

**Future Agenda Items**

None.

**Committee Member Comments**

None.

**Date of Next Meeting**

Tuesday, July 25, 2023 at 1:30 p.m.

**Recess to Closed Session**

The meeting recessed to closed session at 2:39 p.m.

DRAFT **DRAFT**

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Azar Asgari, Chair

# Monthly Resale Report

PREPARED BY

MUTUAL

REPORT PERIOD

**Community Services Department**

**United**

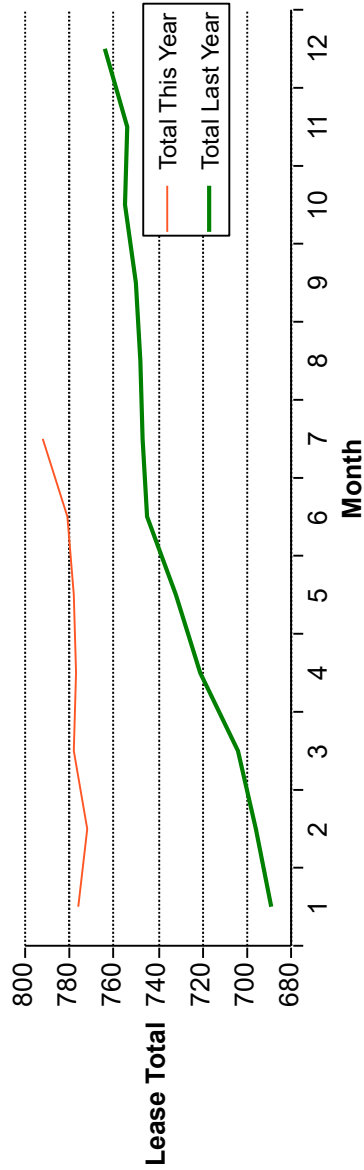
**July, 2023**

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	20	38	\$5,864,000	\$11,905,094	\$293,200	\$313,292
February	19	40	\$6,223,400	\$11,864,401	\$327,547	\$296,610
March	38	43	\$12,609,900	\$13,513,900	\$331,839	\$314,277
April	27	47	\$9,637,487	\$16,880,200	\$356,944	\$359,153
May	32	42	\$11,772,700	\$16,042,396	\$367,897	\$381,962
June	34	42	\$11,988,900	\$14,862,850	\$352,615	\$353,877
July	27	36	\$10,599,799	\$14,458,900	\$392,585	\$401,636
August		*		*		*
September		*		*		*
October		*		*		*
November		*		*		*
December		*		*		*
<b>TOTAL</b>	197.00	288.00	\$68,696,186	\$99,527,741		
<b>ALL TOTAL</b>	197.00	411.00	\$68,696,186	\$145,228,829		
<b>MON AVG</b>	28.00	41.00	\$9,813,741	\$14,218,249	\$346,090	\$345,830
<b>% CHANGE - YTD</b>	-31.6%		-31.0%		0.1%	

% Change calculated (ThisYear - LastYear)/LastYear

\* Amount is excluded from percent calculation

## Monthly Active Leasing Report 2023 Period 7 (Mutual 1)



Year	Month	1 to 3 Month	4 to 6 Month	7 to 12 Month	12+ Month	Total This Year	Total Last Year	% Leased Last Year	% Leased This Year	% Change	Total Renewals	Total Expirations
2023	January	22	38	134	582	776	689	12.3	10.9	1.4	58	17
2023	February	22	37	138	575	772	696	12.2	11.0	1.2	44	21
2023	March	23	37	152	566	778	704	12.3	11.1	1.2	57	27
2023	April	20	37	165	555	777	721	12.3	11.4	0.9	45	43
2023	May	16	32	188	542	778	732	12.3	11.6	0.7	47	23
2023	June	24	31	197	529	781	745	12.4	11.8	0.6	42	25
2023	July	32	29	218	513	792	747	12.5	11.8	0.7	66	26
2023	August					748						
2023	September					750						
2023	October					755						
2023	November					754						
2023	December					764						





**OPEN MEETING**

**REPORT OF THE REGULAR OPEN MEETING OF THE  
UNITED LAGUNA HILLS MUTUAL  
ARCHITECTURAL CONTROLS AND STANDARDS COMMITTEE\***

**Thursday, July 20, 2023 – 9:30 a.m.  
Laguna Woods Village Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

**REPORT**

**MEMBERS PRESENT:** Anthony Liberatore – Chair, Maggie Blackwell, Sue Quam (arrived at 9:31 a.m.)

**STAFF PRESENT:** Ian Barnette – Maintenance & Construction Assistant Director (arrived at 9:34 a.m. via Zoom), Bart Mejia – Maintenance & Construction Assistant Director (in the audience), Michael Horton – Manor Alterations Manager, Gavin Fogg – Manor Alterations Supervisor (arrived at 9:43 a.m. via Zoom), David Rudge – Manor Alterations Inspector II, Josh Monroy – Manor Alterations Coordinator

**1. Call Meeting to Order**

Chair Liberatore called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

The meeting was being broadcast on Granicus and Zoom. No media was present.

**3. Approval of the Agenda**

Hearing no objection, the agenda was approved by consent.

**4. Approval of the Meeting Report for June 15, 2023**

Hearing no objection, the meeting report was approved by consent.

**5. Chair's Remarks**

Chair Liberatore thanked staff for their efforts to arrange this meeting. Chair Liberatore advised members that on Friday, August 11<sup>th</sup> from 2:00 p.m. – 4:00 p.m. in Clubhouse 3 there will be a United Mutual Town Hall.

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

None.

**7. Division Manager Update**

Mr. Horton introduced David Rudge the new Manor Alterations variance inspector. Mr. Horton provided background on Mr. Rudge's experience and expertise. Additionally, Mr. Horton advised the committee that he's reached out to Resident Services and has asked for a copy of their glossary of terms, which he plans to share with the Manor Alteration staff to simplify the process for residents.

**8. Monthly Mutual Consent Report**

*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.*

There are no items on the consent calendar for this month.

a. Mr. Horton provided insight into the number of mutual consents submitted and completed over a five-month period.

**9. Variance Requests**

a. 405-B: Variance for Handrail and Ramp Installation at Entry

The variance was introduced by Mr. Horton. Discussion ensued and staff answered questions from the committee.

A motion was made to refer the variance back to staff for further investigation. The motion was approved by unanimous consent.

b. 2010-C: Variance for Polycarbonate Patio Cover on Front Patio

The variance was introduced by Mr. Horton. Discussion ensued and staff answered questions from the committee.

A member commented on the variance request and staff responded.

A motion was made to approve the recommended material provided that they comply with the requirements that staff has stated and to move forward to the United Board for approval. The variance was approved by unanimous consent.

c. 921-G: Variance for Atrium Enclosure with Non-Standard Opening in Wall

The variance was introduced by Mr. Horton. Discussion ensued and staff answered questions from the committee.

A motion was made to approve the variance as described. The variance was approved by unanimous consent.

d. 484-D: Variance for Interior Stair Relocation and Bathroom Remodel

The variance was introduced by Mr. Horton. Discussion ensued and staff answered questions from the committee.

A member commented on the variance request and staff responded.

A motion was made to approve the variance as described. The variance was approved by unanimous consent.

**10. Items for Discussion and Consideration**

a. Revision to Alteration Fee Schedule

Chair Liberatore asked staff to provide an explanation on postponing this item to a future date.

A motion was made to postpone this item. The motion was approved by unanimous consent.

b. Accommodation for Disabled Residents-Relationship between renter, resident (owner) and United Mutual for accesibility exposure sent to appropriate parties Resales (Pamela Bashline) and Legal

Mr. Horton advised the committee that renter requests for accessibility improvements must go through the landlord-resident. The landlord will then be responsible to present the request to Manor Alterations. Manor Alterations has no fiduciary duty to the renter only the landlord.

Additionally, if the renter has any questions, comments or concerns they are advised to go to the Orange County Housing Authority and the Fair Housing Council of OC and request mediation.

**11. Items for Future Agendas**

- a. Revision to Alteration Fee Schedule
- b. Revised Resale Inspection Fee
- c. Approve United Board "Contractors in Good Standing" List (Have Legal Department draft disclaimer. Have Mutual Attorney review it).

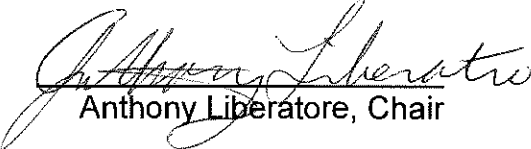
**12. Committee Member Comments**

- Director Quam introduced herself to the committee and make remarks about how impressed she was by the amount of work that goes on.
- Chair Liberatore thanked staff.

**13. Date of Next Meeting: August 17, 2023 at 9:30 a.m.**

**14. Adjournment**

The meeting was adjourned at 10:28 a.m.

  
Anthony Liberatore, Chair

Anthony Liberatore, Chair  
Baltazar Mejia, Staff Officer  
Telephone: 949-597-4616



**OPEN MEETING**

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

Thursday, July 20, 2023 – 1:30 p.m.  
BOARD ROOM/ VIRTUAL MEETING  
Laguna Woods Village Community Center  
24351 El Toro Road, Laguna Woods, CA 92637

MEMBERS PRESENT: Maggie Blackwell – Chair, Diane Casey and Vidya Kale

MEMBERS ABSENT: None

ADVISORS PRESENT: Dick Rader, Mary Stone and Juanita Skillman

ADVISORS ABSENT: None

STAFF PRESENT: Francis Gomez, Ruby Rojas, Pamela Bashline, Patty Kurzet  
and Jeff Spies

OTHERS PRESENT: **United:** Sue Quam  
**GRF:** Elsie Addington

**CALL TO ORDER**

Maggie Blackwell, Chair, called the meeting to order at 1:37 p.m.

**APPROVAL OF THE AGENDA**

Chair Blackwell made a motion to approve the agenda. Director Kale seconded the motion.

Without objection, the agenda was approved.

**APPROVAL OF REPORTS**

Chair Blackwell made a motion to approve the report for June 15, 2023. Director Kale seconded the motion.

By consensus, the motion passed.

**CHAIR'S REMARKS**

Chair Blackwell informed the Committee that the items on the agenda will be taken out

of order.

### **MEMBER COMMENTS**

Advisor Radar commented on using the ipads in the Board room to review documents while they are on the screen and shared that members questioned what the Committee does.

### **ITEMS FOR DISCUSSION**

#### **Current Sublease Application**

The Committee reviewed the current Sublease Application. The Committee Members made comments and asked questions.

Director Casey made a motion to forward the Sublease Application to the full board as part of the Consent Calendar since the changes are non-substantive in nature. Director Kale seconded the motion.

By way of consensus, the motion passed.

#### **Rules for Committee Meetings**

Francis Gomez, Operations Manager, provided an overview of the matter. The Committee Members made comments and asked questions.

Director Casey made a motion to forward the Rules for Committee Meetings to the full board for review. Director Kale seconded the motion.

By way of consensus, the motion passed.

#### **Lodger Policy and Application**

Pamela Bashline, Community Services Manager, provided an overview of the Lodger Policy and Application. The Committee Members made comments and asked questions.

Without objection, the Committee directed staff to reach out to Legal Counsel for a series of clarifications.

Chair Blackwell made a motion to forward the Lodger Policy and Application after Attorney approval to the Board for consideration and adoption. Director Casey seconded the motion.

By a vote of 2-1-0 (Director Kale opposed), the motion passed.

Ms. Bashline, Ms. Kurzet and Mr. Spies left the meeting at 3:49 p.m.

#### **Date of Next Meeting**

The next meeting is scheduled for Thursday, August 17, 2023 at 1:30 p.m. in the Board Room.

**Adjournment**

With no further business, Chair Blackwell adjourned the meeting at 4:02 p.m.

*MABlackwell*

[MABlackwell \(Jul 25, 2023 18:36 PDT\)](#)

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Maggie Blackwell, Chair

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UNITED LAGUNA WOODS  
MUTUAL

**OPEN MEETING**

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

**Monday, June 26, 2023 – 1:30 P.M.  
BOARD ROOM/VIRTUAL MEETING  
Laguna Woods Village Community Center Board Room  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair- Diane Casey, Sue Quam, Anthony Liberatore

**COMMITTEE MEMBERS ABSENT:** None.

**OTHERS PRESENT:** Lenny Ross, Maggie Blackwell, Vu Chu

**ADVISORS PRESENT:** Mary Sinclair, Ann Beltran

**STAFF PRESENT:** Kurt Wiemann, Jayanna Abolmoloki

**1. Call to Order**

Director Casey called the meeting to order at 1:31 p.m.

**2. Acknowledgment of Media**

This meeting was streamed on Granicus. No other media were present.

**3. Approval of the Agenda**

Director Casey suggested that an item titled "Proposed Addition of Two Full Time Equivalents" be added to the agenda as Item #10b. Director Quam made a motion to approve the agenda with the addition. Director Liberatore seconded. The agenda was approved unanimously.

**4. Approval of the Meeting Report for May 22, 2023**

Director Quam made a motion to approve the report. The committee was in unanimous support.

## **5. Chair's Remarks**

Chair Casey stated that the previous United Special Open Tree Ad Hoc Committee (Working Group) meeting went very well, and that a recommendation was made to the Landscape Committee that was added to the agenda.

## **6. Department Head Update**

### **6a. Project Log**

Mr. Wiemann discussed the provided project log in detail. Members made comments and asked questions.

### **6b. Water Use Comparison Graph**

Mr. Wiemann discussed the provided graph in detail. Members made comments and asked questions.

### **6c. Tree Work Status Report**

Mr. Wiemann discussed the provided list in detail. Members made comments and asked questions.

### **6d. Key Performance Indicators**

Mr. Wiemann discussed the presentation in detail. Members made comments and asked questions.

## **7. Member Comments (Items not on the agenda)**

Topics included:

- Unit specific requests and complaints
- The possibility of adding an additional Ad Hoc Committee focused on the beautification of United Mutual's Landscaping
- Potential Passive Park locations

## **8. Response to Member Comments**

Mr. Wiemann and members of the committee responded to the member comments.

### **Items for Discussion and Consideration**

## **9. Tree Removal Request – 100-A Via Estrada**

Director Quam made a motion to accept staff recommendation to approve the request for the removal of one Silk Oak tree located at 100-A Via Estrada. Director Liberatore seconded. The motion passed unanimously.

## **10. Tree Removal Request – 559-C Avenida Sevilla**

Director Quam made a motion to accept staff recommendation to approve the request for the removal of one Fern Pine tree located at 559-C Avenida Sevilla. Director Liberatore seconded. The motion passed unanimously.

**10b. Proposed Addition of Two Full Time Equivalents**

Director Liberatore made a motion to recommend to the Board of Directors to add two Full Time Equivalents (FTE) to the Grounds Maintenance Department in the 2024 Budget. Director Quam seconded. The motion passed unanimously.

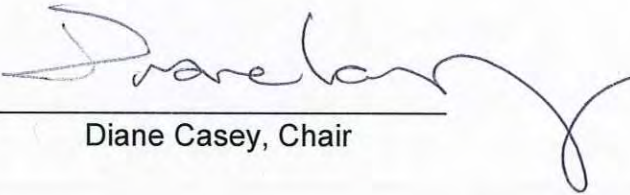
**Concluding Business**

**11. Committee Member Comments**

Various comments were made.

**12. Date of Next Meeting – August 28, 2023 at 1:30 p.m.**

**13. Adjourned at 3:09 p.m.**



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Diane Casey, Chair

The proposed addition of the Full Time Educator  
Director position will be reported to the Board of Directors at the Fall 2022  
meeting. The Board will also be asked to approve the proposed position  
description. The Board will also be asked to approve the proposed position  
description.

Continuing Business

The Board will discuss the following items:

1. Review and approve the agenda for the next meeting.

2. Review and approve the agenda for the next meeting.

3. Review and approve the agenda for the next meeting.



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Board Chair

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**OPEN MEETING**

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

**Wednesday, June 28, 2023 - 9:30 a.m.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**REPORT**

**MEMBERS PRESENT:** Lenny Ross – Chair, Alison Bok

**OTHERS PRESENT:** **United:** Maggie Blackwell

**STAFF PRESENT:** Manuel Gomez – Maintenance & Construction Director, Ian Barnette – Maintenance & Construction Assistant Director, Bart Mejia - Maintenance & Construction Assistant Director, Guy West – Projects Division Manager, Sandra Spencer – Administrative Assistant, Heather Ziemba – Projects Division Coordinator

**1. Call to Order**

Chair Ross called the meeting to order at 9:30 a.m.

**2. Acknowledgement of Media**

The meeting was being broadcast on Granicus and Zoom. No media was present.

**3. Approval of Agenda**

Hearing no objection, the agenda was unanimously approved as written.

**4. Approval of Meeting Report from April 26, 2023**

Hearing no objection, the meeting report was unanimously approved as written.

**5. Chair's Remarks**

Chair Ross commented that he was looking forward to a productive meeting.

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

- A member commented on their request for additional walkway lighting.

Staff responded to the member's comments. *Request at next mty. staff update on this request*

**7. Department Head Update**

Mr. Gomez introduced Heather Ziemba to the committee. Ms. Ziemba is a new staff member in the Projects Division and is in training to facilitate committee meetings in the board room. The committee welcomed Ms. Ziemba.

Mr. Gomez also updated the committee on the status of the member request for the crosswalk at Villa Estrada at Avenida Majorca. This topic will be presented later today, June 28, in the board room on the agenda of the GRF Security and Community Access agenda. The results of that meeting will be reported at the next meeting of this committee.

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

**8. Project Log**

**9. Solar Production Report**

Mr. Gomez highlighted repairs identified as part of the SB326 Elevated Elements Inspection on the Project Log as requested at a prior meeting of the committee. The Walkway Lighting Program and Shepherd's Crook installation are items on the Project Log that staff will continue to report on.

Staff answered questions from the committee on various items listed on the Project Log.

A motion was made and passed unanimously to approve the consent calendar.

Items for Discussion and Consideration:

**10. 2023 Roof Replacement Program Update**

Mr. West provided an overview of the program and answered questions from the committee regarding potential inconvenience to the members; length of time to complete a roof replacement; and the replacement schedule. Staff was directed to update the committee on budget discussions for 2024 at a future committee meeting.

### 11. Options for Improving Delivery of Hot Water to Individual Manors

Mr. Barnette presented an overview of the existing hot water delivery system and options for alternatives with estimated costs answered questions from the committee. After discussion of potential costs and the existing electrical infrastructure, the committee thanked staff for their research and did not request further investigation on the topic.

### 12. Electricity Usage Reimbursement Policy (Resolution 01-18-33)

Mr. Gomez reviewed the current resolution and policy of reimbursing members \$32 per room, upon request, for excess electricity usage due to a moisture intrusion event and answered questions from the committee. Discussion ensued. Staff was directed to return to the committee with a suggested flat rate reimbursement increase, adjusted for inflation, based on the percent increase in electricity rates from SCE. Staff was also directed to draft a notice to be given to members explaining the steps for requesting such a reimbursement after a moisture intrusion event.

Items for Future Agendas: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- Exterior Paint Program – Chargeable Service for Painting Alterations
- Explore Cost Sharing Incentives to Upgrade Pipes and/or Install Dedicated Water Shut-off Valves in Walls During Remodeling

*- This item to be presented by staff at next MSC meeting*


#### Concluding Business:

### 13. Committee Member Comments

- Chair Ross thanked staff for their thorough and professional reporting.
- Director Bok thanked staff for the detailed presentations.

14. **Date of Next Meeting:** Wednesday, August 23, 2023 at 9:30 a.m.

15. **Adjournment** - The meeting was adjourned at 10:30 a.m.

  
\_\_\_\_\_  
Lenny Ross, Chair

Lenny Ross, Chair  
Manuel Gomez, Staff Officer  
Telephone: 949-268-2380

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FINANCE COMMITTEE MEETING  
REPORT OF THE REGULAR OPEN SESSION

Wednesday, June 21, 2023 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** James Hopkins – Chair, Elsie Addington, Donna Rane-Szostak, Andy Ginocchio, Azar Asgari, Thomas Tuning, Margaret Bennett

**DIRECTORS ABSENT:** None.

**ADVISORS PRESENT:** None.

**STAFF PRESENT:** Jose Campos, Pam Jensen, Alison Giglio, Eric Nunez, Baltazar Mejia, Erika Hernandez

**OTHERS PRESENT:** GRF – Joan Milliman, Yvonne Horton, Reza Karimi, Juanita Skillman  
United – Maggie Blackwell, Cash Achrekar  
Third – S.K. Park, Jim Cook

**Call to Order**

Director James Hopkins chaired the meeting and was called to order at 1:32 p.m.

**Acknowledgement of Media**

The meeting was streamed via Granicus and Zoom for members of the community to participate virtually.

**Approval of Meeting Agenda**

A motion was made and carried unanimously to approve the agenda as presented.

**Approval of the Regular Meeting Report of April 19, 2023**

A motion was made and carried unanimously to approve the meeting report as presented.

**Chair Remarks**

Director Hopkins thanked the Finance staff for the hard work being placed with the ERP system and testing the system while working with IT and the Financial Planning for the 2024 Business Plan and disclosed appreciation for all the work. He briefly mentioned that the advisor committee was authorized by GRF and will be working with Finance to start setting up the meeting.

**Member Comments (Items Not on the Agenda)**

None.

## **Department Head Update**

Jose Campos, Assistant Director of Financial Services, shared an update on the 2024 Business Plan development that began in March 2023 and commented on the Finance Teams participation with the IT team in regards to the ERP system.

## **Review Preliminary Financial Statements dated May 31, 2023**

The committee reviewed the financial statements dated May 31, 2023. Questions were addressed and noted by staff.

## **Endorsement from Standing Committees**

Community Activities Committee – Donation of Computers for PC Classroom.

Alison Giglio, Recreation and Special Events Director, presented a staff report requesting an endorsement to accept a donation of 21 Dell computers for use in the PC Classroom in accordance with the Donation Policy. A motion was made and moved by Director Donna Rane-Szostak and moved by Director Azar Asgari to approve and endorse staff's recommendation as presented. Discussion ensued. The motion passed unanimously and will be presented at the next board meeting.

Community Activities Committee – Garden Center Vegepods Rental Fee. Alison Giglio presented a staff report requesting to approval to implement a \$50 annual rental fee for Vegepods located at Garden Center 2. A motion was made and moved by Director Thomas Tuning and seconded by Director Asgari to accept staff's recommendation as presented. Discussion ensued. The motion passed unanimously and will be presented at the next board meeting.

Security and Community Access Committee – Stop Signs and Crosswalks on Avenida Sevilla and Via Mendoza. Eric Nunez, Director of Security, presented a staff report requesting to hire a traffic engineer consultant to perform a study on Avenida Sevilla and Via Mendoza for the purpose of installing stop signs and crosswalks.

A member from "Concerned Residents & Friends for Safety" commented on the research he found regarding the cross streets and shared the basis of their request to bring forth the recommendation to the SCAC Committee was to simply keep residents safe from speeding vehicles.

A motion was made and moved by Director Elsie Addington and seconded by Director Ginocchio to accept staff's recommendation as presented. Discussion ensued. Director Thomas Tuning amended the motion to accept staff's recommendation for the installation of stop signs and crosswalks without an engineer study. Director Asgari seconded. The motion failed to pass by a vote of 2-5 (Directors Asgari and Tuning in favor). The original motion was voted on to accept staff's recommendation as presented and passed by vote 5-1 (Director Asgari against) and will be presented at the next board meeting.

Maintenance and Construction Committee – Pricing Rates for Electric Vehicle Charging Stations. Baltazar Mejia, Maintenance and Construction Assistant Director, presented a staff report recommending that the committee approve and endorse the revised electric vehicle charging rates for a year and conduct adjustments for the following 2 years. A motion was made

by Director Asgari to accept staff's recommendation to revise the electric vehicle charging rates for a year and revisit the discussion in July 2024. Director Donna Rane-Szostak seconded.

Hearing no objections, the motion passed and will be presented at the next board meeting.

**Future Agenda Items**

None.

**Committee Member Comments**

None.

**Date of Next Meeting**

Wednesday, August 16, 2023 at 1:30 p.m.

**Recess to Closed Session**

The meeting recessed to closed session at 3:54 p.m.

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James Hopkins, Chair

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## **OPEN MEETING**

### **REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE**

Monday, July 17, 2023 – 10 a.m.  
Board Room/Virtual Meeting

- MEMBERS PRESENT:** Yvonne Horton, Chair, Elsie Addington, Diane Casey, Maggie Blackwell, Cush Bhada, Mark Laws, Sue Stephens, Ajit Gidwani
- MEMBERS ABSENT:** Pearl Lee, Dennis Boudreau (both excused)
- OTHERS PRESENT:** Bunny Carpenter, Joan Milliman, Juanita Skillman, Andy Ginocchio, S.K. Park, Egon Garthoffner
- STAFF PRESENT:** Alison Giglio, Jennifer Murphy, Jackie Chioni, Tom McCray, Siobhan Foster, Ted Ball, Laura Cooley, Samantha Kurland, Peter Quan, Carmen Aguilar

#### **Call to Order**

Chair Horton called the meeting to order at 10:03 a.m.

#### **Acknowledgement of Media**

There was no press present.

#### **Approval of Agenda**

Director Bhada made a motion to approve the agenda. Director Addington seconded.

Motion passed unanimously.

#### **Approval of Committee Report for June 8, 2023**

Director Bhada made a motion to approve the report. Director Addington seconded.

Motion passed unanimously.

#### **Chair's Remarks**

Chair Horton stated she attended a Clown Alley Club meeting as a guest last week in which the club was presenting a demonstration on how to pantomime. The Clown Alley Club is recruiting for new members and those interested may contact the club. Chair Horton attended the Fourth of July Celebration at Clubhouse 2 had a good time at the event.

## **Report of the Recreation and Special Events Director**

Ms. Giglio reported the following Recreation Department highlights: Father's Day at Clubhouse 5 had 115 attendees; over 1,000 were in attendance at the Fourth of July Celebration outdoor concert at Clubhouse 2 with 102 entries for the parade; the 90s Luncheon at Clubhouse 5 hosted 315 attendees with 215 of those attendees over 90 years of age; welcome to Samantha Kurland, the new Clubhouse 1 supervisor; the China Painters met at Clubhouse 4 and will continue to meet weekly; the Camera Club has begun lectures with more scheduled for the future; the Clubhouse 5 water heater providing hot water to the pool locker rooms was replaced; the HVAC system at Clubhouse 7 is being repaired; a new leased horse has been acquired for the Equestrian lesson program; the Equestrian quarantine pen is completed as well as shade for the outdoor pens; the Equestrian show season featuring boarders begins in August.

Ms. Murphy stated the following upcoming events: the Performing Arts Center will host two movies per month during the summer months with Top Gun (1986) movie today at 2 p.m. and Maverick on July 24 at 2 p.m.; Kids Summer Splash Days at Pool 2 sold out for the first two sessions, but tickets are available for August 18; Clubhouse 5 will host the monthly dinner on July 24; the 5<sup>th</sup> Dimension Live will be at the Performing Arts Center on September 9; Aqua Fitness with Casey Chavez returns Tuesdays and Thursdays, 4 to 5 p.m.; Zumba Gold registration is open for Mondays, 10 to 11 a.m., Wednesdays, 9 to 10 a.m. and Fridays, 9 to 10 a.m.

Mr. McCray stated the golf course is in good shape and bunker renovations are occurring; the driving range is growing grass and staff installed practice nets to allow residents practice while the driving range is being renovated; gardeners not responding to staff correspondence are being sent to compliance; Chair Horton inquired as to the wait list at the Garden Centers. Mr. McCray stated there are currently 175 residents on the wait list for garden plots plus those waiting for tree plots; Veggiepod rental is on the 28-day hold for approval. Director Bhada inquired as to those who have not paid Garden Center fees. Mr. McCray stated staff is contacting those who have not paid, however the main focus at this time is weed control and measures to aid in rat abatement.

### **Member Comments (Items Not on the Agenda)**

Members were called to speak regarding the following: Clubhouse 1 locker room issue with regards to number of toilets available.

Discussion ensued.

### **CONSENT**

Director Bhada made a motion to approve the consent calendar. Director Addington seconded.

Motion passed unanimously.

## **REPORTS**

**None**

## **ITEMS FOR DISCUSSION AND CONSIDERATION**

**Donation of Funds for Equestrian Center Mini Horse** - Director Bhada made a motion to recommend a resolution of the donation of \$3,000 for the Laguna Woods Village Equestrian Center to be used for Sebastian's care in accordance with the Donation Policy. Director Addington seconded.

Discussion ensued.

Motion passed unanimously.

**Recreation and Special Events Department Operating Rules (Partial Review)** – Director Addington made motion to accept the presented operating rules with suggested edits. Director Bhada seconded.

Discussion ensued.

Staff was directed to implement the suggested edits and bring the operating rules back to the Community Activities Committee for review.

Motion passed unanimously.

## **ITEMS FOR FUTURE AGENDAS**

**Reservation System Review** – Staff was directed to place this item under Items for Future Agendas.

**Recreation Policy Review** – Staff was directed to keep this item under Items for Future Agendas.

**Equestrian Center Non-Resident Boarder Fee** – Staff was directed to keep this item under Items for Future Agendas.

## **CONCLUDING BUSINESS**

**Committee Member Comments**

Advisor Gidwani thanked the committee and staff for streamlining the review process.

Director Blackwell stated she appreciates the red line copies of the documents.

Director Addington requested the addition of Drop-In Lounge TV under Items for Future Agendas.

Chair Horton thanked all the clubhouse supervisors for attending CAC today.

Director Casey stated this was a good meeting.

**Date of Next Meeting**

The next regular meeting of the GRF Community Activities Committee will be held both in the board room and virtually via the Zoom platform at 1:30 p.m. on Thursday, August 10, 2023.

**Adjournment**

There being no further business, the Chair adjourned the meeting at 12:43 p.m.

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Yvonne Horton, Chair



**OPEN MEETING**

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
LANDSCAPE COMMITTEE  
WEDNESDAY, May 10, 2023 – 1:30 P.M.  
BOARD ROOM / VIRTUAL MEETING  
Laguna Woods Village Community Center  
24351 El Toro Road**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Chair – Juanita Skillman, Yvonne Horton, Diane Casey, Sue Quam, Ira Lewis, Jules Zalon, Andy Ginoccio, Glenn Miller

**COMMITTEE MEMBERS ABSENT:** None.

**OTHERS PRESENT:** Maggie Blackwell, S.K. Park, Bunny Carpenter (Joined at 1:52 p.m.), Siobhan Foster

**ADVISORS PRESENT:** Catherine Brians

**STAFF PRESENT:** Kurt Wiemann, Jayanna Abolmoloki

**1. Call Meeting to Order**

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

**2. Acknowledgment of Media** No

formal press was present.

**3. Approval of the Agenda**

Chair Skillman added Agenda Item #10 to the agenda under the title of GRF Gate Re-landscaping. The agenda was accepted without objection.

**4. Approval of the Meeting Report for February 8, 2023** The

report was approved without objections.

**5. Committee Chair Remarks**

Chair Skillman stated that various member comments have been addressed, but she is happy to hear more if anyone from the audience has a comment to make during the meeting.

## **6. Department Head Update**

Mr. Wiemann discussed staffing vacancies in detail. Mr. Wiemann also shared that landscaping is on schedule for all GRF maintenance cycles. Mr. Wiemann informed the Committee and the audience that a crew is working on re-planting near the tennis courts for an upcoming tournament.

### **6a. Update on Aliso Creek**

Mr. Wiemann discussed the report included in the agenda packet in detail. Members made comments and asked questions.

## Items for Discussion and Consideration

## **7. Member Comments (Items Not on the Agenda)**

Several members made comments and asked questions. Topics included:

- Member specific requests
- Landscaping maintenance requests throughout GRF facilities
- Aliso Creek maintenance

## **8. Response to Members Comments**

Members of the Committee responded to member comments.

## **9. Electric Equipment – Presentation by Kurt Wiemann and Staff**

Mr. Wiemann discussed the presentation in detail. There were many pieces of electric equipment on display in the Board room for viewing by residents and committee members. Members made comments and asked questions.

## **10. GRF Gate Re-Landscaping**

Mr. Wiemann discussed the provided handout in detail.


Director Lewis made a motion to add funds in the amount of \$250,000 to the 2024 budget to complete the list of required work within one year by contracting the projects with an outside vendor. Director Casey seconded. The motion passed with five Committee members in favor. Director Miller was opposed.

Concluding Business:

**11. Committee Member Comments** Several comments were made.

**12. Date of Next Meeting – Wednesday, August 9, 2023 at 1:30 p.m.**

**13. Adjourned at 2:52 p.m.**

  
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Juanita Skillman (May 16, 2023 16:09 PDT)

  
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Juanita Skillman (May 16, 2023 16:09

PDT)

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\_ Juanita Skillman, Chair

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**OPEN MEETING**

**REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION  
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Wednesday, June 14, 2023 – 9:30 a.m.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**REPORT**

**MEMBERS PRESENT:** Reza Karimi - Chair, Gan Mukhopadhyay – Co-Chair, Jim Cook, Ralph Engdahl, Lenny Ross, Alison Bok, Sue Stephens

**OTHERS PRESENT:** **GRF:** Egon Garthoffner, Bunny Carpenter, Debbie Dotson, Yvonne Horton, Juanita Skillman, Joan Milliman, Elsie Addington  
**Third:** Andy Ginocchio  
Advisors Carl Randazzo, Bill Walsh

**STAFF PRESENT:** Guy West – Staff Officer & Projects Division Manager, Robert Carroll – General Services Director, Ian Barnette – Maintenance & Construction Assistant Director, Rodger Richter – Project Manager, Heather Ziemba – Projects Division Administrative Coordinator, Sandra Spencer – Administrative Assistant

**1. Call to Order**

Chair Karimi called the meeting to order at 9:31 a.m.

**2. Acknowledgement of Media**

Chair Karimi noted that no media was present.

**3. Approval of the Agenda**

Hearing no objection, the agenda was approved as written.

**4. Approval of Meeting Report from April 12, 2023**

Hearing no objection, the meeting minutes were approved by unanimous consent.

**5. Chair's Remarks**

Chair Karimi noted the full meeting agenda.

**6. Member Comments**

None

**7. Department Head Update**

None

Consent:

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

The Project Log was pulled for discussion. Mr. West answered questions regarding the equestrian lighting project, Building E, Broadband HVAC, and Shepherd's Crook projects.

**8. Project Log**

**9. ChargePoint Summary**

**10. Clubhouse Preventive Maintenance Reports**

The consent calendar was approved unanimously.

Items for Discussion and Consideration:

**11. Bench Relocation Project (as requested by Chair)**

Mr. Carroll provided an update to the ongoing bench relocation project and addressed concerns from committee members.

**12. Broadband HVAC Update**

Mr. West presented the item via a PowerPoint presentation and answered questions from the committee regarding the timeline of the project and specification of the equipment installed.

### **13. Equestrian Security Gate Update**

Mr. West provided a PowerPoint presentation of the item and answered questions from the committee. Staff will present a recommendation for this item in the closed session.

### **14. Golf Driving Range Update**

Mr. West provided a brief update on the ongoing golf driving range rehabilitation project. The range is expected to remain closed until November.

### **15. Pool Equipment Update**

Mr. West reported that the pool equipment replacement and upgrades have been decided on by staff and installation will be underway soon. Discussion ensued regarding pool chemical safety.

### **16. Welding Shop Update**

Mr. West reported that staff is working with the city of Laguna Woods to finalize plans and permits to begin the contractor bidding phase of the welding shop project.

### **17. RFP for Clubhouse 1 Renovation**

A draft RFP for the Clubhouse 1 renovation was delivered to the committee in advance of the meeting for review. A motion was made and unanimously approved for staff to make final edits and send out the RFP for bids.

### **18. Clubhouse 1 Archery Building Beam Repair**

Mr. West answered questions from the committee regarding the safety and structural integrity of a beam in the Clubhouse 1 archery building. A comment was heard from a member regarding other structural concerns in Clubhouse 1. Discussion ensued on the possible cause of the issue with the problem beam and potential solutions. A motion was made to continue monitoring the beam in question and to direct staff to get a second opinion necessary to determine whether to repair or replace the beam.

Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- EMS Status Update
- MelRok Energy Management System
- Separate Metering for Community Center Vehicle Charging Stations

Concluding Business:

**19. Committee Member Comments**

- Chair Karimi expressed enthusiasm for the progress of the projects discussed.
- Director Bok commented on the bench relocation project.
- Director Engdahl commented that the Clubhouse 1 renovation is expansive and commended staff for their work on the project so far.
- Director Garthoffner thanked staff for their work.
- Director Simons thanked staff for their work.
- Director Walsh thanked the committee and staff.

**20. Date of Next Meeting:** Wednesday, August 9, 2023 at 9:30 a.m.

**21. Recess** – The meeting was recessed at 11:34 a.m.



Reza Karimi, Chair

Reza Karimi, Chair  
Gan Mukhopadhyay, Co-Chair  
Guy West, Staff Officer  
Telephone: 949-597-4625





**OPEN MEETING**

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
MEDIA AND COMMUNICATIONS COMMITTEE**

**Monday, July 17, 2023 – 1:30 p.m.  
Board Room / Virtual Hybrid Meeting**

**REPORT**

**Members Present:** Chair Joan Milliman; Directors Elsie Addington, Margaret Bennett, Maggie Blackwell, James Cook, Cris Prince; Advisors Catherine Brians, Theresa Frost (left at 2 p.m.), Carmen Pacella

**Members Absent:** Director Sue Quam (excused); Advisors Tom Nash (excused), Lucy Parker (excused)

**Others Present:** Bunny Carpenter, Juanita Skillman

**Staff Present:** Eileen Paulin, Ellyce Rothrock, Paul Ortiz, Erika Hernandez (for Susan Logan-McCracken)

**1. Call to Order**

The meeting was called to order at 1:30 p.m. and a quorum was established by Chair Milliman.

**2. Acknowledgement of Media**

None present.

**3. Approval of Agenda**

Approved by unanimous consent.

**4. Approval of Report for May 15, 2023**

Approved by unanimous consent.

**5. Chair's Remarks**

Chair Milliman welcomed everyone and thanked Ms. Hernandez for taking Ms. McCracken's place.

## **6. Member Comments**

John Cornell asked what type of cable system GRF owns. Mr. Ortiz answered that it's a hybrid fiber-coaxial (HFC) cable that was installed in 1999. Discussion ensued.

Richard Rader suggested publicizing savings on 2024 HOA fees.

## **Items for Discussion**

### **7. Media and Communications Report – Eileen Paulin**

Ms. Paulin discussed:

- The impact the focus groups have had on website planning, vendor selection and other department initiatives
- The success of the Third, United and GRF email blasts, all of which have strong open rates
- The docent tour video that is in production
- The continued popularity of new resident orientations

### **8. Broadband Ad Hoc Committee Report – Eileen Paulin**

Ms. Paulin stated the Broadband Ad Hoc Committee will continue its regular meetings to look at options with the goal of keeping services high and costs down. The next closed meeting is Tuesday, July 25, at 10 a.m. in the Sycamore Room.

### **9. Website Ad Hoc Committee Report – Ellyce Rothrock**

Ms. Rothrock stated the Website Ad Hoc Committee, Media and Communications Committee and Finance Committee endorsed and the GRF board approved a vendor. As soon as the contract is processed work on the new website can begin.

### **10. Broadband Services Report – Paul Ortiz**

Mr. Ortiz discussed:

- Subscriber counts
- Village Television's YouTube channel
- Service calls
- Expiring programming contracts

## **Items for Future Agendas**

TBD

## **Concluding Business**

### **Committee Member Comments**

Advisor Pacella thanked the VMS team, GRF and board members who give their time.

Advisor Brians credited all the work done by the Broadband Ad Hoc Committee and encouraged continued education efforts.

Director Blackwell referenced the efforts of the Broadband Ad Hoc Committee and acknowledged that it will take continued effort and education.

Ms. Rothrock and Director Addington thanked Ms. Hernandez for filling in for Ms. McCracken at the dais at this meeting.

Chair Milliman thanked everyone for their hard work.

**Date of Next Meeting – Monday, September 18, 2023, at 1:30 p.m.**

### **Adjournment**

Chair Milliman adjourned the meeting at 2:28 p.m.

*p.p. Joan Milliman / SLM*  
Joan Milliman, Chair  
Media and Communications Committee

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**REPORT OF REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
MOBILITY AND VEHICLES COMMITTEE**

**Wednesday, June 7, 2023 – 1:30 p.m.**  
**Laguna Woods Village Community Center Board Room**  
**24351 El Toro Road, Laguna Woods, CA 92637**

**MEMBERS PRESENT:** Elsie Addington (Chair), Egon Garthoffner, Cush Bada,  
Moon Yun, Alison Bock, Lenny Ross (Alternate)

**ADVISORS:** Vashti Williams (Non-Voting Advisor)

**MEMBERS ABSENT:** Frank Stern, Azar Asgari.

**OTHERS PRESENT:** Bunny Carpenter, Juanita Skillman.

**STAFF PRESENT:** **Robert Carroll, Francisco Perez, Joana Rocha, Dan Hoxie.**

**1. Call to Order**

Elsie Addington called the meeting to order at 1:32 p.m

**2. Acknowledgment of Media**

None Present.

**3. Approval of the Agenda**

Hearing no Objections, The Agenda was approved by acclamation.

**4. Approval of Meeting Report for**

The regular meeting report of March 2, 2023, was approved by acclamation with no changes.

**5. Chair's Remarks**

None

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

Member Lindner commented on the leave of an employee and wants them back.

**7. Response to Member Comments**

No Comments

## **8. New Promaster Low-Floor Vans**

Committee members stepped out to look at the new bus.

## **9. Department Head Update**

### Director's Report

Staff provided the committee with an overview of the Laguna Woods Village Transportation ridership for the Fixed-Route, Journey, and BOOST transportation programs.

Staff also provided a map of Laguna Woods Transportation boundaries.

The committee received an update regarding the delay in new vehicle deliveries due to a global chip shortage and supply chain problems.

### **Reports:**

## **10. Sourcewell Contract and Vehicle Purchasing Process**

Mr. Carroll presented a report proposing that the committee authorize the utilization of Sourcewell and 72 Hour LLC for an efficient vehicle procurement process, simplifying and expediting the purchasing of vehicles.

Bunny Carpenter shared details with the committee about the Sourcewell program.

The staff's recommendation was approved after Director Yun made a motion, and Director Bock seconded it. A discussion followed, but no objections were raised, and the motion was passed unanimously.

### **11. 2023 Vehicle Purchase Specifications**

Mr. Carroll presented a report recommending that the committee approve the 2023 vehicle specifications. The report included vehicle specifications of the purchases intended for our 2023 CIP.

Director Bhada made motion to approve staff's recommendation. Director Bock seconded. After a brief discussion, the motion was passed with no objections raised and approved unanimously. Director Garthoffner decided to abstain from voting.

### **12. Vehicle Purchase – Three F-350 Trucks**

Mr. Carroll presented a report recommending that the committee approve the purchase of three Ford F-350 trucks.

Director Ross made motion to approve staff's recommendation. Director Bock seconded the motion. A discussion followed, but no objections were raised, and the motion was passed unanimously.

### **13. Items for Future Agendas:**

Bring Back an overview of the results of Fehr and Peers recommendation of the transportation system.

### **Concluding Business:**

#### **14. Committee Member Comments**

None

### **15. Date of Next Meeting – Wednesday, August 2, 2023**

### **16. Adjournment**

The meeting was adjourned at 3:20 p.m.

***Elsie Addington***

Elsie Addington (Jun 16, 2023 16:17 PDT)

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REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
SECURITY AND COMMUNITY ACCESS COMMITTEE

The Hybrid Model Meeting of the Security and Community Access Committee was held on Wednesday, April 26<sup>th</sup>, 2023 at 1:30 p.m. 24351 El Toro Road, Laguna Woods, California.

**MEMBERS PRESENT:** Chair: Juanita Skillman, Maggie Blackwell, SK Park, Sue Stephens, Gan Mukhopadhyay

**MEMBERS ABSENT:** Cash Achrekar (No Notice Given)

**OTHERS PRESENT:** Elsie Addington, Mike Epstein

**STAFF PRESENT:** Eric Nuñez, Cody DeLeon, Carmen Aguilar

**CALL TO ORDER**

Juanita Skillman, Chair, called the meeting to order at 1:31 p.m.

**ACKNOWLEDGEMENT OF PRESS**

Media was not present.

**APPROVAL OF AGENDA**

By way of consensus, the Committee approved the agenda without requested changes.

**APPROVAL OF MEETING REPORT**

By way of consensus, the Committee approved the February 27<sup>th</sup>, 2023 meeting report.

**CHAIRMAN'S REMARKS**

Chair Skillman shared her condolences regarding the passing of former Chair Don Tibbetts. Skillman stated she has big shoes to fill. Chair Skillman shared expectations of respect and order from audience and members for today's and future SCAC meetings moving forward.

**MEMBER COMMENTS**

Multiple members made comments and asked questions.

Topics included:

1. Update on camera quality in RV lots to be able to read license plates and identify trespassers.
2. Dangers with lack of or fading crosswalk paint at some intersections throughout the community posing safety hazard, cracked sidewalks and asphalt at intersections also posing a safety risk for residents crossing.

**RESPONSE TO MEMBER COMMENTS**

Chair Skillman directed speakers to the appropriate agenda item number pertaining to their questions/concerns to be addressed.

## **REPORTS**

### **Disaster Preparedness Task Force Report**

Staff Officer Nuñez discussed the meeting report provided in the packet from the DPTF meeting in March. Staff Officer Nuñez announced that the Disaster prep office at the community center is going to be closed down and used by another department. Disaster preparedness information and supplies will now be brought to the people during events either held by Laguna Woods Village or by the Security Department. Currently the DPTF team is still working on scheduling training events with OCFA. The DPTF Coordinator now has an office space at the new security location next to the LWCC.

Members and Chair made comments:

- Backup generator needed at CH3 (Performing Arts Center) where events hold up to 800 people
- Chair Skillman's big concern is that CH3 PAC lights going out would cause safety hazard with people trying to exit, especially having to go down stairs in the dark
- CH coordinator requested water and electrical shut off training for clubhouse coordinators at CH3 for safety in an emergency situation
- Quantity of backup generators

Staff Officer Nuñez response:

There are currently backup generators located at CH1, CH5, LWCC, warehouse, radio tower, broadband building, and Mutual 50 Towers. Currently there is a limited amount of portable backup generators. Staff Officer Nuñez will look into acquiring more.

### **RV UPDATE**

Staff Officer Nuñez noted that there are only nine on the waiting list as one spot was filled this morning (April 26<sup>th</sup>, 2023) leaving only thirty-six vacancies in the lots to date. Chief Nuñez also responded to members concerns over camera quality by stating that better cameras in key spots would have helped identify suspects and plates in previous RV theft cases. However, this year's budget may not permit those upgrades.

Chair Skillman intervened to explain the lengthy budget process to the members as to urge the members to exercise patience with said requests.

### **NOTEWORTHY INCIDENTS**

Staff Officer Nuñez shed light on the great job security did collaborating with Station 18 on locating a missing child within an hour of the initial call on April 7<sup>th</sup>, 2023.

Staff Officer Nuñez also spoke on three traffic collisions that took place:

1. DUI outside the community where subject crossed the median and multiple lanes of traffic before colliding with the GRF exterior wall between Gate #7 and #9 causing a 10ft breach in the wall. Subject was transported to hospital for medical care.
2. Non-resident lost control of their vehicle with a pregnant passenger on Paseo De Valencia/Los Alisos Blvd breaching the GRF perimeter wall. Fortunately, no injuries were sustained.
3. Resident lost control of their vehicle while making a U-turn to exit gate #9 and struck a gate ambassadors' parked vehicle and then hit the gate causing damage to both. No injuries were sustained

Staff Officer Nuñez brought up these traffic accidents to encourage residents and members to always mind their surroundings.

## **SECURITY STATISTICS**

Staff Officer Nuñez explained the statistics provided within the agenda packet. Members made comments and asked questions.

Chair Skillman wanted to know, of the 54 deaths within the community, how many were suicides.

Staff Officer Nuñez responded to a members' comment about an officer bike patrol program GRF used to have. Nuñez agreed that it was and could again be a beneficial program to start back up. Staff Officer Nuñez will look into how the program was conducted back then as it may not be feasible today.

## **ITEMS FOR DISCUSSION AND CONSIDERATION**

### **GATE 12 UPDATE**

Staff Officer Nuñez discussed most recent gate 12 updates using his PowerPoint slides, technological updates included:

- Gate 12 kiosk was delivered and prepped for installation
- Gate 12 guest access dropdown menu option has been added
- Hand-held QR reader to scan guest passes
- Increased patrols around gate 12 as a gate running deterring during rush hours

### **FLASHING STOP SIGN CONCERNS**

Staff Officer Nuñez discussed his PowerPoint presentation showing statistics regarding safety concerns over the flashing stop signs. Discussion only, nothing to be voted on. Information involved:

- Benefits they provide to Laguna Woods Village
- Pilot flashing stop sign location reasoning
- Light pollution concerns
- Addressed epileptic seizure concerns

## **ITEMS FOR FUTURE AGENDA**

1. Gate arms appearance
2. Cross walk damage and repainting assessment
3. Neighborhood watch

## **CONCLUDING BUSINESS**

### **DATE OF NEXT MEETING**

The next meeting will be held on Wednesday June 28<sup>th</sup>, 2023 at 1:30 p.m.

### **ADJOURNMENT**

There being no further business to come before the Committee, Chair Skillman adjourned the meeting at 3:54 p.m.

Juanita Skillman

---

Chair: Juanita Skillman

Signature: \_\_\_\_\_

  
Juanita Skillman | May 8, 2023 23:16 PDT

Email: [juanitaskillman@aol.com](mailto:juanitaskillman@aol.com)

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**REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
DISASTER PREPAREDNESS TASK FORCE**

**Tuesday, June 25, at 9:30 AM**

**HYBRID MEETING**

**MEMBERS PRESENT:** Eric R. Nuñez (Chair), Gan Mukhopadhyay, Sue Stephens, Junita Skillman, Anthony Liberatore, S.K. Park

**MEMBERS ABSENT:** Moon Yun (Excused), Cash Achrekar (Unexcused)

**ADVISORS PRESENT:** Rick Kopps (Towers Resident)

**OTHERS PRESENT:** Elsie Addington, Annie McCary (City Councilmember), Grace Stencel (Clubhouse Coordinator), Sandy Benson (Pet Evacuation Sub Committee),

**STAFF PRESENT:** Carmen Aguilar, Edward Green, Tom Siviglia

**THE MEETING WAS CALLED TO ORDER:** 9:35 a.m.

**ACKNOWLEDGEMENT OF THE PRESS:** None present.

**APPROVAL OF THE AGENDA:** By consensus, the agenda was approved.

**APPROVAL OF THE MEETING REPORT:** By consensus, the meeting report was approved.

**CHAIR REMARKS:** Chair Nuñez thanked the committee and audience for their understanding regarding the date change for this meeting. Chair Nuñez also gave an update regarding the Disaster Preparedness Office closure in the Community Center. He stated that the office equipment and supplies were moved to the third-floor storage of the Community Center. He informed the Committee Members that will continue to take DPTF kits to events to offer for sale but that once supplies were completely sold out they would be referring community members directly to the vendor website for online purchases.

Chair Nuñez asked Grace Stencel to discuss details of the Disaster Preparedness training for her 15 volunteers that occurred at Clubhouse 3 earlier in the month, which was attended by Operations Manager Tom Siviglia and Supervisor II Dan Lurie who both were very impressed by her organization and coordination of the training.

Chair Nuñez introduced a guest speaker, Sgt. Theo Wilder from the Orange County Sheriff's Department (OCSD), who discussed a presentation on NIMS, SEMS, and Unified Command and how the Operation Structure System that OCSD has in place for disaster management. Operation Structure System OCSD has in place for disaster management.

- Ham radio base units to be installed at clubhouses
- Disaster Planning
- Recruitment for Clubhouse Coordinators
- Athena's history in the community to be discussed in the architectural and control committee
- Implement a better strategy when communication with committee

**MEMBER COMMENTS:**

Multiple members made comments

**REPORTS**

**RADIO & COMMUNICATIONS:** Ed Green notified the committee he is retiring as the Disaster Coordinator as of July 25, 2023.

**OFFICE MANAGER/ADVISOR:** Tom Soule announced he is retiring as of July 25, 2023.

**RECRUITMENT / RETENTION / TRAINING:** Director Skillman had nothing to report on this topic.

**GRF BOARD:** Director Skillman stated that her focus is on a budget for generators and antennas on the Clubhouses. She is also looking for support in implementing shelter in place. Director Gan Mukhopadhyay had nothing to discuss.

**UNITED BOARD:** Director Liberatore had nothing to discuss but was very pleased with OCSD's presentation and felt that the DPTF was heading in the right direction.

**THIRD BOARD:** Director Park would like written invitations or announcements of future training or events via email with the committee members and not expect that an announcement about such training or event will suffice.

**TOWERS:** Director Park would like written invitations or announcements of future training or events via email with the committee members and not expect that an announcement about such training or event will suffice.

**PET EVACUATION SUBMIT COMMITTEE:** Sandy Benson had nothing to discuss.

### DISCUSSIONS AND CONSIDERATIONS

#### 1.) Club house Ham Radio Status

Tom Siviglia stated there is a meeting set to discuss the proper installation. Siviglia states, electrical, carpentry and a project manager will be overseeing this project. The goal is for this to be completed before the statewide Great Shake Out Drill in the Month of October.

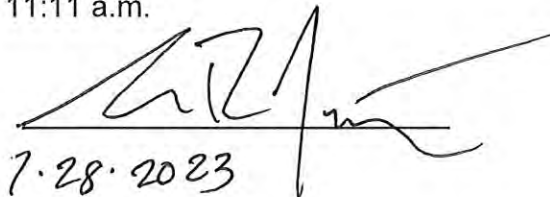
### ITEMS FOR FUTURE AGENDAS

- Review on Fire Blankets for the Village

**MEMBER COMMENTS:** Multiple members made comments.

**NEXT MEETING:** September 26, 2023, at 9:30 a.m.

**ADJOURNMENT:** 11:11 a.m.

  
7.28.2023

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**OPEN MEETING**

**MEETING OF THE GOLDEN RAIN FOUNDATION  
COMPLIANCE AD HOC COMMITTEE**

**Friday, July 14, 2023 - 9:30 a.m. Laguna Woods Village Community Center  
Sycamore Room/ Virtual Meeting  
24351 El Toro Road, Laguna Woods, CA 92637**

**DIRECTORS PRESENT:** Bunny Carpenter- Chair, Juanita Skillman, Reza Karimi, Maggie Blackwell, S.K Park, Andy Ginnochio, Joan Milliman and Pearl Lee (entered the meeting at 9:59 a.m.)

**DIRECTORS ABSENT:** None.

**STAFF PRESENT:** Francis Gomez, Ruby Rojas and Pamela Bashline

**OTHERS PRESENT:** **GRF Directors-** Yvonne Horton and Elsie Addington

**CALL TO ORDER**

Bunny Carpenter, Chair, called the meeting to order at 9:31 a.m.

**APPROVAL OF THE AGENDA**

Chair Carpenter made a motion to approve the agenda.

Without objection, the agenda was approved.

**APPROVAL OF THE REPORT FROM JUNE 9, 2023**

Chair Carpenter made a motion to approve the meeting report from June 9, 2023.

Without objection, the report was approved.

**CHAIR'S REMARKS**

None.

**MEMBER COMMENTS**

None.

**RESPONSE TO MEMBER COMMENTS**

None.

**ITEMS FOR DISCUSSION AND CONSIDERATION**

**Additional Occupancy Fee**

Ms. Pamela Bashline, Community Services Manager, entered the meeting at 9:36 a.m. for discussion. The Committee Members made comments and asked questions. Ms. Bashline responded to questions and left the meeting at 10:33 a.m.

Director Milliman made a motion directing Staff to forward the matter to the Finance Department for reevaluation of the GRF Occupancy Fee in today's market. Director Park seconded the motion.

By way of consensus, the motion passed.

### **Member Disciplinary Process**

Ms. Francis Gomez, Operations Manager, gave an overview of the Member Disciplinary Process. The Committee Members made comments and asked questions.

Chair Carpenter requested that the document be updated with the Committee changes and be brought to the next meeting.

By way of consensus, the motion passed.

### **Internal Dispute Resolution**

Ms. Gomez, gave an overview of the Internal Dispute Resolution. The Committee Members made comments and asked questions.

Without objection, the Committee reaffirmed that the Internal Dispute Resolution should be through the Compliance Division.

### **CONCLUDING BUSINESS:**

#### **Committee Member Comments**

Director Lee and Director Addington suggested reevaluating member fees to include further parking restrictions.

Directors Carpenter and Skillman commented on it being a great meeting with different viewpoints.

#### **Future Agenda Items**


- a. Member Disciplinary Process
- b. Additional Occupancy Fee

#### **Date of Next Meeting**

Friday, August 11, 2023 at 9:30 a.m.

#### **Adjournment**

With no further business before the Committee, the Chair adjourned the meeting at 12:03 p.m.



Bunny Carpenter- Chair