



**OPEN MEETING**

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

**Tuesday, June 11, 2024 - 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 Bok**
- 2. Pledge of Allegiance to the Flag – Director Willis**
- 3. Acknowledge Media**
- 4. Approval of Agenda**
- 5. Approval of the Meeting Minutes**
  - a. May 14, 2024 – Regular Open Meeting
  - b. May 23, 2024 – 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 Liberatore
- 9. VMS Board Update – Director Rupert**
- 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 April 2024, such review is hereby ratified.
- b. Recommendation from the Landscape Committee**
  - 1. Recommendation to Deny the Request for the Removal of All Plant Material Located at 864-D Ronda Mendoza
  - 2. Recommendation to Approve the Request for the Removal of One Sweetgum Tree Located at 544-A Via Estrada
  - 3. Recommendation to Approve the Request for the Removal One Cinnamon Camphor Tree Located at 945-C Avenida Majorca
  - 4. Recommendation to Approve the Request for the Removal of One Leylandii Tree Located at 321-C Avenida Carmel
  - 5. Recommendation to Deny the Request for the Removal for the Off-Schedule Trimming of One Aleppo Pine Located at 2152-B Ronda Granada
  - 6. Recommendation to Approve the Request for the Removal for the Off-Schedule Trimming of Two New Zealand Christmas Trees Located at B677 Avenida Sevilla
- c. Recommendation from the Architectural Controls and Standards Committee - None**
- d. Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in May 2024, and such review is hereby ratified. (CHECK LIST)
- e. Recommendation from the Finance Committee**
  - 1. Approve a Resolution for Recording a Lien Against Member ID # 947-422-87

**12. Unfinished Business**

- a. Entertain a Motion to Approve the Revised Financial Qualifications Policy (**May 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 the Subleasing, Resales and Membership Transfer Fees (**May 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 Revision to Standard 11: Doors; Exterior (**May initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**)
- d. Disciplinary Update Report
- e. Entertain a Motion to Approve the Revised United Mutual Maintenance and Construction Committee Charter

### 13. New Business

- a. Town Halls – (Oral Discussion)
- b. Entertain a Motion to Approve Rescission to Standard 26: Solariums & Garden Rooms (**June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**)
- c. Entertain a Motion to Approve Revision to Standard 34: Awnings (**June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**)
- d. Entertain a Motion to Form a 90-Day Ad Hoc Committee to Research and Investigate Revenue Resources for United Mutual – (Oral Discussion)
- e. Entertain a Motion to Approve Revised United Governing Documents Review Committee Charter
- f. Entertain a Motion to Approve the 2025 Collection and Lien Enforcement Policy (**June initial notification – 28-day notification for member review and comments to comply with Civil Code §4360**)
- g. Entertain a Motion to Approve the Temporary Borrowing-Property Insurance

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

### 15. United Committee Reports

- a. Report of the Finance Committee / Financial Report – Director Choi Hoe. The Committee met on May 28, 2024; next meeting July 30, 2024 at 1:30 p.m. in the Board Room and as a virtual meeting.
  - (1) Treasurer’s Report
  - (2) United Finance Committee Report
  - (3) Resales/Leasing Reports – May
- b. Report of the Architectural Controls and Standards Committee – Director Liberatore. The committee met on May 16, 2024; next meeting June 20, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.
- c. Report of Member Hearings Committee – Director Carlson. The committee met on June 13, 2024; next meeting July 11, 2024, 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 May 16, 2024; next meeting June 20, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Quam. The committee met on May 20, 2024; next meeting June 24, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Maintenance & Construction Committee – Director Lee. The committee met on April 24, 2024; next meeting July 29, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Liberatore. The committee met on May 9, 2024; next meeting June 13, 2024, 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 Choi Hoe. The committee met on April 17, 2024; next meeting June 19, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- b. Report of the Community Activities Committee – Director Leonard. The committee met on April 11, 2024; next meeting June 13, 2024, 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 8, 2024; next meeting August 14, 2024, 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 April 10, 2024; next meeting June 12, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - (1) Space Planning Ad Hoc Committee – Director Carlson. The ad hoc committee met on May 1, 2024, at 1:30 p.m. in the Board Room; next meeting TBD.
- e. Report of the Media and Communications Committee – Director Willis. The committee met on April 15, 2024; next meeting July 15, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Mobility and Vehicles Committee – Director Carlson. The committee met on May 15, 2024; next meeting August 7, 2024, 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 April 24, 2024; next meeting June 26, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.

- (1) Laguna Woods Village Traffic Hearings – Director Kale. The Traffic Hearings were held on May 15, 2024; next hearings on June 19, 2024, at 9:00 a.m. in the Board Room.
  - (2) Report of the Disaster Preparedness Task Force – Director Liberatore. The task force met on May 28, 2024; next meeting July 30, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.
  - h. Report of the Information Technology Advisory Committee – Director Tuning. The committee met on May 31, 2024; next meeting June 28, 2024, 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.*
- *Rescission to Standard 26: Solariums & Garden Rooms*
  - *Revision to Standard 34: Awnings*
  - *2025 Collection and Lien Enforcement Policy*
- 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) May 14, 2024 – Regular Closed Meeting*

*(b) May 30, 2024 Special 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, May 14, 2024 - 9:30 a.m.  
Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

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Directors Present: Alison Bok, Anthony Liberatore, Pearl Lee, Vidya Kale, Maggie Blackwell, Mickie Choi Hoe, Nancy Carlson, Georgiana Willis, Ellen Leonard, Thomas Tuning, Sue Quam

Directors Absent: None

Staff Present: CEO Siobhan Foster, Makayla Schwietert, Paul Nguyen, Carlos Rojas, Steve Hormuth, Catherine Laster, Kurt Wiemann, Alan Grimshaw, Pamela Bashline, Francis Gomez, Manuel Gomez, Guy West, Bart Mejia, Eric Nunez

Others Present:  
GRF: None  
Third: Andrew Ginocchio  
VMS: Kathryn Bravata

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

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

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

Director Quam 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 Bok asked if there were any changes to the agenda.

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

## **5. Approval of Minutes**

- a. April 9, 2024 – Regular Open Meeting
- b. April 25, 2024 – Agenda Prep Meeting

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

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

President Bok commented on the following items:

- Encouraged residents to participate in community life, and to apply for available board position, as all skills are welcomed and needed.

## **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 on parking concerns that were not addressed by security.
- A member commented on a collapsed sewer lateral causing flooding in their manor.
- A member commented on the Foundation of Laguna Woods Village.
- A member commented on financial options for the Board to avoid a special assessment.
- A member commented on the Building E discussions, specifically stating the importance of the computer workshops and not moving locations.
- A member commented on concerns regarding lack of communication for flood that occurred in their manor.
- A member commented on the change in the grass cutting schedule.
- A member commented on FHA loans and alleged retaliation from VMS.
- A member provided clarification regarding Corporate Members and what they do.
- A member commented receiving delayed bills for damages in their manor.

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

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

- CEO Foster provided follow up and addressed some of the items discussed from members during Open Forum.
- Director Carlson commented on the parking concerns made by one of the members.
- Director Tuning thanked everyone who provided comments.
- Director Quam commented on how serious the shortage of the reserve fund.
- Director Blackwell commented on the landscaping concerns.
- Director Lee addressed and provided clarification regarding the delayed billing from maintenance and construction.
- Director Choi Hoe additionally discussed the budget process and importance of building the reserve fund.



- Director Willis encouraged residents to attend all committee and budget meetings.

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

Director Leonard provided updates to the previous Open Forum speakers from the April Board meeting.

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

Director Bravata introduced herself and provided her experiences and work backgrounds.

**10. CEO Report**

CEO Siobhan Foster discussed the following items:

- 2025 Budget Meetings – Version 1
- Residents eligible for full-time employment
- FCC proposal – Broadband Bulk Billing
- SCE Emergency Repairs: Gate 5
- Clubhouse 1 Renovation
- Community Fitness Center Hours
- City of Laguna Woods General Plan and Zoning Code Update
- Orange County Vector Control District
- Employee Excellence Awards

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 March 2024, such review is hereby ratified.**

**b. Recommendation from the Landscape Committee**

1. Recommendation to Deny the Request for the Removal of One Canary Island Pine Tree Located at 494-D Calle Cadiz

**RESOLUTION 01-24-37**

**Deny Removal of one Canary Island Tree  
494-D Calle Cadiz**

**WHEREAS**, February 12, 2013, that the Board of Directors adopted Resolution 01-13-

17, Tree Removal Guidelines:

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed a request from the Member at 494-D to remove one Canary Island tree, the reasons cited for removal is perceived damage to alteration patio deck tile; and

**WHEREAS**, staff inspected the condition of the tree and found it to be in good health with a balanced canopy, no lean and no signs of pest; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Canary Island tree located at 494-D Calle Cadiz;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors denies the request for the removal of one Canary Island tree located at 494-D; and

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

2. Recommendation to Approve the Request for the Removal of a Podocarpus Tree Located at 321-H Avenida Carmel

**RESOLUTION 01-24-38**

**Approve Removal of One Podocarpus Tree  
321-H Avenida Carmel**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.

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

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed the request from the Member at 321-H, to remove one Podocarpus tree; and

**WHEREAS**, the reasons cited by the resident for the removal is proximity to the atrium; and

**WHEREAS**, staff inspected the condition of the tree and found noticeable bulge in the root flare at the base of the trunk; 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 Podocarpus tree located at 321-H Avenida Carmel;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors approves the request for the removal of one Podocarpus tree located at 321-H; and

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

3. Recommendation to Deny Removal of a Bottle Tree Located at 321-H Avenida Carmel

### **RESOLUTION 01-24-39**

#### **Deny Removal of one Bottle Tree 321-H Avenida Carmel**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed a request from the Member at 321-H to remove one Bottle tree, the reasons cited for removal is pet health

due to seed pods; and

**WHEREAS**, staff inspected the condition of the tree and found it to be in good health with a balanced canopy, no lean, favorable root flare, and non-toxicity of seed pods; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Bottle tree located at 321-H Avenida Carmel;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors denies the request for the removal of one Bottle tree located at 321-H; and

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

4. Recommendation to Deny the Request for the Removal of One Crape Myrtle Tree Located Behind 460-C Avenida Sevilla

#### **RESOLUTION 01-24-40**

#### **Deny Removal of one Crape Myrtle Tree 460-C Avenida Sevilla**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed a request from the Member at 460-C to remove one Crape Myrtle tree, the reasons cited for removal is potential root intrusion and leaf debris; and

**WHEREAS**, staff inspected the condition of the tree and found it to be in good health with a balanced canopy, no lean and no signs of pest; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal of one Crape Myrtle tree located at 460-C Avenida Sevilla;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors denies the request for the removal of one Crape Myrtle tree located at 460-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.

5. Recommendation to Approve the Request for the Removal of One Monterey Pine Tree Located at 55-B Calle Aragon

### **RESOLUTION 01-24-41**

#### **Approve Removal of One Monterey Pine Tree 55-B Calle Aragon**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed the request from the Member at 55-B, to remove one Monterey Pine tree; and

**WHEREAS**, the reasons cited by the resident for the removal is safety and potential to fall; and

**WHEREAS**, staff inspected the condition of the tree and found girdling root growth at the base; 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 Monterey Pine tree located at 55-B Calle Aragon;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors approves the request for the removal of one Monterey Pine tree located at 55-B; and

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

6. Recommendation to Approve the Request for a Bench at 60-Q Calle Cadiz

**RESOLUTION 01-24-42**

**Approve Request for a Bench  
60-Q Calle Cadiz**

**WHEREAS**, March 12, 2024, that the Board of Directors adopted Resolution 01-24-27, Bench Policy:

- Benches should have a seat height of 17" to 19" above ground or floor space.
- Clear "firm and stable" ground space adjacent to benches should be included and should be a minimum of 30" x 48".
- Seat backs should be provided that extend the full length of the seat.
- Benches should include armrests; and

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed the request from the Member at 60-Q, to place a bench near unit; and

**WHEREAS**, the reasons cited for the request is many residents in the area do not drive or are disabled and have to wait long periods of time for a ride; and

**WHEREAS**, staff recommends approve the bench placement on the sidewalk, near the carport, adjacent to the parking stalls; and

**WHEREAS**, the committee determined that the bench meets the guidelines established in Resolution 01-24-27, and thereby recommends approving the request located at 60-Q Calle Cadiz;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors approves the request for bench located at 60-Q; and

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

7. Recommendation to Approve the Request for a Bench Near Upper Bridge Aliso Creek Walking Area

**RESOLUTION 01-24-43**

**Approve Request for a Bench  
Upper Bridge Aliso Creek**

**WHEREAS**, March 12, 2024, that the Board of Directors adopted Resolution 01-24-27, Bench Policy:

- Benches should have a seat height of 17" to 19" above ground or floor space.
- Clear "firm and stable" ground space adjacent to benches should be included and should be a minimum of 30" x 48".

- Seat backs should be provided that extend the full length of the seat.
- Benches should include armrests; and

**WHEREAS**, on April 22, 2024, the Landscape Committee reviewed the request from the Member at 207-F, to place a bench at the upper bridge of Aliso Creek; and

**WHEREAS**, the reasons cited for the request is to replace a bench that was removed due being unsafe; and

**WHEREAS**, staff recommends approval of the bench placement near the upper bridge of Aliso Creek; and

**WHEREAS**, the committee determined that the bench meets the guidelines established in Resolution 01-24-27, and thereby recommends approving the request by 207-F;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, the Board of Directors approves the request for bench located at upper bridge of Aliso Creek; 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**

1. Recommendation to Approve a Variance Request to Replace Wood Framed Stucco Wall with Wrought Iron Fence at Manor 2148-A Ronda Granada

**RESOLUTION 01-24-44**

**Variance Request**

**WHEREAS**, Member located at 2148-A Ronda Granada, a Cordoba style manor, requests Architectural Control and Standards Committee approval of a variance to replace wood framed stucco wall with wrought iron fence; 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 Control and Standards Committee or in person at the Architectural Control and Standards Committee Meeting on April 18, 2024; and

**WHEREAS**, the Architectural Control and Standards Committee reviewed the variance and moved for approval of the variance to replace wood framed stucco wall with wrought iron fence;

**NOW THEREFORE BE IT RESOLVED**, on May 14, 2024, the United Laguna Woods Mutual Board hereby approves the request to replace wood framed stucco wall with wrought iron fence; and

**RESOLVED FURTHER**, all costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 2148-A Ronda Granada and all future Mutual Members at 2148-A Ronda Granada; 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.

- d. Approve the Review of the United Sub-Leasing and Transfer of Trust Documents Approved in April 2024, and such review is hereby ratified.**
- e. Recommendation from the Finance Committee - None**
- f. Update United Committee Assignment**

**RESOLUTION 01-24-45**

**United Laguna Woods Mutual Committee Appointments**

**RESOLVED**, May 14, 2024, that the following persons are hereby appointed to serve the Corporation in the following capacities:

**Architectural Controls and Standards Committee**

Anthony Liberatore (Chair)  
Sue Quam  
Ellen Leonard  
Maggie Blackwell, Alternate

**Finance Committee**

Mickie Choi Hoe (Chair)  
Thomas Tuning  
Alison Bok  
Anthony Liberatore, Alternate  
Non-Voting Advisors: Robert Tucker, Eric Carlson, Ken Benson

**Governing Documents Review Committee**

Maggie Blackwell (Chair)  
Anthony Liberatore  
Nancy Carlson  
Tom Tuning, Alternate  
Non-Voting Advisors: Dick Rader, Juanita Skillman, ~~Mary Stone~~

**Landscape Committee**

Sue Quam (Chair)



Anthony Liberatore  
Vidya Kale  
Non-Voting Advisors: Ann Beltran, Mary Sinclair

**Maintenance and Construction Committee**

Alison Bok (Chair)  
Pearl Lee  
Mickie Choi Hoe, Alternate  
Ellen Leonard  
Non-Voting Advisors: Ralph Magid

**Members Hearing Committee**

Pearl Lee (Chair)  
Maggie Blackwell  
Nancy Carlson  
Vidya Kale, Alternate  
Alison Bok, Alternate  
Georgiana Willis, Alternate

**New Resident Orientation**

Alison Bok (Chair)  
Pearl Lee  
Anthony Liberatore

**Resident Advisory Committee**

Anthony Liberatore (Chair)  
Pearl Lee, Alternate  
Georgina Willis

**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 01-24-26, adopted March 12, 2024, 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 Choi Hoe made a motion to approve the Consent Calendar. Director Willis seconded.

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

**12. Unfinished Business**

- a. Entertain a Motion to Approve Revision to Standard 22: Patio Slabs, Walkways and Pavers (**April initial notification – 28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied**)

Director Blackwell read the following resolution.

**RESOLUTION 01-24-46**

**REVISED STANDARD 22: PATIO SLABS, WALKWAYS AND PAVERS**

**WHEREAS**, the United Laguna Woods Mutual recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Mutual recognized the need to update and clarify the construction methods and materials of patio slabs, walkways and pavers;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, that the Board of Directors of this Corporation hereby adopts revision and amendments to Standard 22: Patio Slabs as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, Resolution 01-19-20 adopted February 12, 2019, is hereby superseded and canceled; and

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

Director Blackwell made a motion to approve the resolution to revise standard 22. Director Quam seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously.

**b. Disciplinary Update Report**

Francis Gomez, Compliance Manager, discussed the disciplinary update report and answered questions from the Board.

**13. New Business**

**a. United Mutual Town Hall**

President Bok stated that the upcoming Town Hall for June 14<sup>th</sup> will be an educational Town Hall discussing candidate statements, committee meetings, how to access website, etc.

Discussion ensued among the Board.

**b. Entertain a Motion to Approve the Revised Financial Qualifications Policy (May initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

Director Blackwell read the following resolution:

**RESOLUTION 01-24-XX**

**Revised Financial Qualifications Policy**

**WHEREAS**, United Laguna Woods Mutual is formed to provide housing to its Members on a mutual nonprofit basis; and

**WHEREAS**, it is in the best interest of the Corporation to protect and preserve the financial integrity of the Corporation; and

**WHEREAS**, United desires to clarify that it recognizes Third Mutual's multiple unit owner requirements for members desiring to purchase a unit in United Laguna Woods Mutual when other units are owned in the community;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this Corporation hereby approves to amend Section III (D) - *Ownership of Multiple Memberships* of its Financial Qualification requirements as attached to the official meeting minutes of this meeting; and

**RESOLVED FURTHER**, that Staff is hereby directed to disseminate this information to the realty community serving Laguna Woods Village; and

**RESOLVED FURTHER**, that Resolution 01-21-54 adopted August 10, 2021, and Resolution 01-21-60 adopted September 14, 2021 are hereby superseded and cancelled; and

**RESOLVED FURTHER**; that the officers and agents of this Corporation are hereby

authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Blackwell made a motion to approve the Revised Financial Qualifications Policy for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Kale seconded.

Discussion ensued among the Board.

Director Blackwell made an amendment to the policy, requesting the addition of the word “separately”. Director Quam seconded.

Hearing no changes, the motion to amend the policy was called to a vote and passed unanimously.

There being no changes, the original motion was called to a vote and passed 9-1-1. Director Leonard opposed. Director Lee was absent for the vote. *(MAY Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).*

**c. Entertain a Motion to Approve the Subleasing, Resales and Membership Transfer Fees (May initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

Director Blackwell read the following resolution:

**RESOLUTION 01-24-XX**

**Subleasing, Resales, and Membership Transfer Fees**

**WHEREAS**, the Community Services Division collects fees when processing resale packages, non- escrow membership transfers, and subleasing and lodger applications; and

**WHEREAS**, the processing fees have been in place for several years and are currently included in their associated policies, but not been officially approved by way of resolutions; and

**WHEREAS**, all Community Services fees established by the board should be identified in one resolution and placed on the website to provide transparency and improve communications;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this corporation hereby ratifies and adopts the following fee schedule related to processing all resale packages, non- escrow membership transfers and subleasing/lodger applications:

<b>United Sublease Permit / Lodger Room Rental Fees</b>	
Administration Processing Fees	\$160
Application Rush Fee	\$100
Application Renewal Fee	\$160
Application Extension Fee (if the original agreement is less than 12 months)	\$60
<b>United Resale Fees</b>	
Additional Fee for Recording of Memorandums for Cash Sales	\$280
<b>United Trust / Transfer Fees</b>	
Membership Certificate Non-Escrow Transfer	\$50
Recording of Memorandums ( <b>NEW</b> )	\$280

**RESOLVED FURTHER**, that Resolution 01-13-138 is hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the fee schedule shall be placed on the website; and

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

Director Blackwell made a motion to approve the subleasing, resales, and membership transfer fees for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Quam seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously. *(MAY Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360).*

**d. Entertain a Motion to Approve the Revised United Mutual Maintenance and Construction Committee Charter**

Director Blackwell read the following resolution.

**RESOLUTION 01-24-XX**

**UNITED MAINTENANCE AND CONSTRUCTION COMMITTEE CHARTER**

**WHEREAS**, on January 12, 2010, pursuant to Article VII, Section 1 of the Bylaws, the

Board of Directors of this Corporation re-established the Maintenance & Construction Committee as a standing committee; and

**WHEREAS**, on November 19, 2019, the Board of Directors reviewed and approved a revised Committee charter; and

**WHEREAS**, the Maintenance and Construction Committee's charter is periodically revised to reflect the current focus of this standing committee.

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, that the Committee shall maintain a working relationship with the Maintenance & Construction Department of the Managing Agent's organization to ensure that the real property and fixtures owned and managed by United Laguna Woods Mutual are maintained, reconditioned, improved or augmented as necessary or desired to meet the policies established by the Board of Directors, or as required by government agencies that have standing in establishing public policy; and

**RESOLVED FURTHER**, that the Committee shall review budget requirements, service levels, all attendant costs and projected income related to services to be provided by the Maintenance and Construction Department and make necessary recommendations to the Finance Committee and Board of Directors, and

**RESOLVED FURTHER**, that the Committee shall review on a continuing basis short-term and long-range plans and needs for building and infrastructure maintenance and, in consultation with appropriate committees, recommend to the Board of Directors appropriate means for achieving such plans and needs; and

**RESOLVED FURTHER**, that the Committee shall monitor major Operating and Reserve maintenance programs, such as roofing, asphalt maintenance and replacement, external painting, and the like; and

**RESOLVED FURTHER**, that the Committee shall establish building colors palette and determine primary roof, building and trim colors for buildings, as appropriate; and

**RESOLVED FURTHER**, that the Committee shall perform such other tasks as may be approved and assigned by the Board of Directors; and

**RESOLVED FURTHER**, that Resolution 01-19-86 adopted November 12, 2019 is hereby superseded and cancelled; and

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

Director Blackwell made a motion to approve the resolution to the Revised United Mutual Maintenance and Construction Committee Charter to postpone the final vote for 28-days per Civil Code §4360. Director Kale seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed 8-3-0. Directors Quam, Leonard, and Carlson opposed.

Per President Bok's advisement, the item will be brought back for review and final approval at the June Board meeting.

**e. Entertain a Motion to Approve a Supplemental Appropriation from Replacement Fund for Dry Rot Repair Program**

Director Blackwell read the following resolution.

**RESOLUTION 01-24-48**

**Supplemental Appropriation for Dry Rot repair Program**

**WHEREAS**, as part of the annual exterior prior-to-paint program, staff inspects the condition of all wood elements that are scheduled to receive new exterior paint coating; and

**WHEREAS**, any wood components that are found to have dry rot are replaced with new wood in preparation for painting; and

**WHEREAS**, an unusually large and unanticipated amount of dry rot has been uncovered that requires removal and replacement; and

**WHEREAS**, the funding levels allocated in the 2024 Business Plan for dry rot repairs will not be sufficient to fund all of the work needed to complete the 2024 paint program; and

**WHEREAS**, a supplemental appropriation in the amount of \$500,000 is needed to provide funding for unanticipated dry rot repairs;

**NOW THEREFORE BE IT RESOLVED**, on May 14, 2024, the Board of Directors of this corporation hereby authorize a supplemental appropriation in the amount of \$500,000 to be funded from the Reserve Fund for unanticipated dry rot repairs; and

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

Director Blackwell made a motion to approve the resolution to approve the Supplemental Appropriation from Replacement Fund for Dry Rot Repair Program. Director Tuning seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously.

**f. Entertain a Motion to Approve a Supplemental Appropriation from the Contingency Fund for Emergency Roof Repair**

Director Blackwell read the following resolution.

**RESOLUTION 01-24-49**

**Supplemental Appropriation for Emergency Roof Repairs**

**WHEREAS**, there are 1,124 buildings in United Mutual with a mixture of flat and sloped roofs; and

**WHEREAS**, unusually wet rain seasons in 2023 and 2024 have resulted in an unprecedented number of roof repair requests; and

**WHEREAS**, the approved budget allocation for emergency roof repairs in 2024 is \$90,000; and

**WHEREAS**, a supplemental appropriation in the amount of \$121,445 is needed to provide funding to pay for services rendered and anticipated costs for the remainder of 2024;

**NOW THEREFORE BE IT RESOLVED**, on May 14, 2024, the Board of Directors of this corporation hereby authorize a supplemental appropriation in the amount of \$121,445 to be funded from the Reserve Fund for unanticipated emergency roof repairs; and

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

Director Blackwell made a motion to approve the resolution to approve a Supplemental Appropriation from the Contingency Fund for Emergency Roof Repair. Director Liberatore seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously.



Director Leonard was not present for the vote.

- g. Entertain a Motion to Approve Revision to Standard 11: Doors; Exterior (May initial notification – 28-day notification for member review and comments to comply with Civil Code §4360)**

Director Blackwell read the following resolution:

**RESOLUTION 01-24-XX**

**REVISE STANDARD 11: DOORS; EXTERIOR**

**WHEREAS**, the United Laguna Woods Mutual recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Mutual recognizes the need to update and clarify the construction methods and materials of all exterior doors;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this Corporation hereby adopts revision and amendments to Standard 11: Doors; Exterior as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, Resolution 01-18-84 adopted August 14, 2018, is hereby superseded and canceled; and

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

Director Blackwell made a motion to approve the standard 11 for discussion purposes and to postpone the final vote for 28-days per Civil Code §4360. Director Quam seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously. (*MAY Initial Notification - postpone 28-days for Member review and comment to comply with Civil Code §4360*).

- h. Entertain a Motion to Appoint Jeff Spies, Patty Kurzet, and Catherine Laster as**

## **Authorized Agents to Sign Specific Documents**

Director Blackwell read the following resolution.

### **RESOLUTION 01-24-50**

#### **Appoint Jeff Spies, Patty Kurzet, and Catherine Laster as Authorized Agents for the Purpose of Signing Specific Documents**

**WHEREAS**, the Memorandum of Occupancy Agreement, Memorandum of Termination of Occupancy Agreement, Occupancy Agreement, simple trust transfers, Sublease Permits and Lodger Applications and their respective extension and addendum applications are signed on a daily basis on behalf of the Corporation;

**NOW THEREFORE BE IT RESOLVED**, May 14, 2024, that the Board of Directors of this Corporation hereby authorizes Jeff Spies, Patty Kurzet, and Catherine Laster as Authorized Agents to sign on behalf of the Corporation as directed by the Board of Directors to approve/deny the following: Memorandum of Occupancy Agreements, Memorandum of Termination of Occupancy Agreements, Occupancy Agreements, simple trust transfers, and Sublease Permits and Lodger Applications with applicable extension and addendum applications, effective June 1, 2024; and

**RESOLVED FURTHER**, that resolution 01-17-10, approved January 26, 2017 is hereby superseded and cancelled; and

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

Director Blackwell made a motion to approve the resolution to the Appoint Jeff Spies, Patty Kurzet, and Catherine Laster as Authorized Agents for the Purpose of Signing Specific Documents. Director Kale seconded.

Discussion ensued among the Board.

There being no changes, the motion was called to a vote and passed unanimously.

#### **THE BOARD TOOK A FIVE-MINUTE RECESS**

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

#### **15. United Mutual Committee Reports**

- a. Report of the Finance Committee / Financial Report – Director Choi Hoe. The Committee met on March 26, 2024; next meeting May 28, 2024 at 1:30 p.m. in the Board Room and as a virtual meeting.

- (1) Treasurer's Report
- (2) United Finance Committee Report
- (3) Resales/Leasing Reports – April

- b. Report of the Architectural Controls and Standards Committee – Director Liberatore. The committee met on April 18, 2024; next meeting May 16, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.
- c. Report of Member Hearings Committee – Director Carlson. The committee met on April 11 and May 9, 2024; next meeting June 13, 2024, 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 April 18, 2024; next meeting May 16, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- e. Report of the Landscape Committee – Director Quam. The committee met on April 22, 2024; next meeting May 20, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Maintenance & Construction Committee – Director Lee. The committee met on April 24, 2024; next meeting June 26, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- g. Report of the United Resident Advisory Committee – Director Liberatore. The committee met on April 11 and May 9, 2024; next meeting June 13, 2024, 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 Choi Hoe. The committee met on April 17, 2024; next meeting June 19, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- b. Report of the Community Activities Committee – Director Leonard. The committee met on April 11 and May 9, 2024; next meeting June 13, 2024, 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 8, 2024; next meeting August 14, 2024, 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 April 10, 2024; next meeting June 12, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.

- (1) Space Planning Ad Hoc Committee – Director Carlson. The ad hoc committee met on May 1, 2024, at 1:30 p.m. in the Board Room; next meeting TBD.
- e. Report of the Media and Communications Committee – Director Willis. The committee met on April 15, 2024; next meeting July 15, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- f. Report of the Mobility and Vehicles Committee – Director Carlson. The committee met on February 7, 2024; next meeting May 15, 2024, 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 April 24, 2024; next meeting June 26, 2024, at 1:30 p.m. in the Board Room and as a virtual meeting.
- (1) Laguna Woods Village Traffic Hearings – Director Kale. The Traffic Hearings were held on April 17, 2024; next hearings on May 15, 2024, at 9:00 a.m. in the Board Room.
- (2) Report of the Disaster Preparedness Task Force – Director Liberatore. The task force met on March 26, 2024; next meeting May 28, 2024, at 9:30 a.m. in the Board Room and as a virtual meeting.
- h. Report of the Information Technology Advisory Committee – Director Tuning. The committee met on April 26, 2024; next meeting May 31, 2024, as a virtual meeting.

## **17. Future Agenda Items**

- *Financial Qualifications Policy*
- *Subleasing, Resales and Membership Transfer Fees*
- *Revision to Standard 11: Doors; Exterior*

## **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 12:44 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) April 9, 2024 – Regular 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 4:13 p.m.

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DocuSigned by:  
*Maggie Blackwell*  
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Maggie Blackwell, Secretary of the Board  
United Laguna Woods Mutual

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**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, May 23, 2024, at 9:00 a.m.  
24351 El Toro Road, Laguna Woods, California  
WILLOW ROOM/VIRTUAL MEETING**

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

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Directors Present: Alison Bok (entered the meeting at 9:23 a.m.), Sue Quam, Pearl Lee, Tom Tuning, Nancy Carlson, Ellen Leonard, Georgiana Willis, Anthony Liberatore, Vidya Kale, Mickie Choi Hoe (entered the meeting at 9:23 a.m.), Maggie Blackwell

Directors Absent: None

Staff Present: Carlos Rojas, Catherine Laster, Makayla Schwiertert, Paul Nguyen

Others Present: None

- 1. Call Meeting to Order / Establish Quorum – Secretary Blackwell**  
Secretary Blackwell called the meeting to order at 9:00 a.m., established that a quorum was present, and called for brief recess to resume at 9:05 a.m.
- 2. Approval of the Agenda**  
Secretary Blackwell called for an approval of the agenda.  
  
Hearing no changes or objections, the agenda was approved by consent.
- 3. Chair Report – None**
- 4. Discuss and Consider Items for the United Board Regular Meeting (open and closed sessions) on June 11, 2024**  
Director Tuning made a motion to approve the open agenda. Director Choi Hoe seconded.

A member presented the Board a document and requested it be added to the Open agenda. The member exited after the Board agreed. Upon further discussion, the Board elected to instead orally discuss the item during the treasurer's report.

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

Director Willis left the meeting at 10:21 a.m.

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


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

**5. Director Comments**

- Director Quam applauded Director Leonard for her enthusiasm to encourage people to attend meetings.
- Director Willis inquired why Director Contact information is not available on the website.
- Director Leonard agreed with Director Willis wanting more transparency for residents. Additionally, stated that she will be gone for two weeks in August.

**6. Adjournment**

President Bok adjourned the meeting at 10:25 a.m.

DocuSigned by:  
  
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Maggie Blackwell, Secretary of the  
United Mutual Laguna Woods





**RESOLUTION 01-24-XX**

**Deny All Plant Material Tree and Shrub Removal  
864-D Ronda Mendoza**

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed a request for the removal of all plant material from the Member at 864-D, who cited the reasons being plant material as unsightly; and

**WHEREAS**, staff inspected the condition of the tree to be in good health and plant material in good health; and

**WHEREAS**, the committee is recommending to accept Staff's recommendation to deny the removal of all plant material; and

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors denies the request for the removal of all plant material at 864-D Ronda Mendoza; and

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

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## **RESOLUTION 01-24-XX**

### **Approve Removal of One Sweetgum Tree 544-A Via Estrada**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed the request from the Member at 544-A, to remove one Sweetgum tree; and

**WHEREAS**, the reasons cited by the resident for the removal are safety and the potential to fall; and

**WHEREAS**, staff inspected the condition of the tree and found to be in poor health, with an unbalanced canopy; 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 Sweetgum tree located at 544-A Via Estrada;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors approves the request for the removal of one Sweetgum tree located at 544-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.

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## **RESOLUTION 01-24-XX**

### **Approve Removal of One Cinnamon Camphor Tree 945-C Avenida Majorca**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed the request from the Member at 945-C, to remove one Cinnamon Camphor tree; and

**WHEREAS**, the reasons cited by the resident for the removal is structural damage and root intrusion; and

**WHEREAS**, staff inspected the condition of the tree and found fair health with root bulge at the base; 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 Cinnamon Camphor tree located at 945-C Avenida Majorca;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors approves the request for the removal of one Cinnamon Camphor tree located at 945-C; and

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

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## **RESOLUTION 01-24-XX**

### **Approve Removal of One Leyland Cypress Tree 321-C Avenida Carmel**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed the request from the Member at 321-C, to remove one Leyland Cypress tree; and

**WHEREAS**, the reasons cited by the resident for the removal is a conflict with the original architectural designs, it was planted without approval; and

**WHEREAS**, staff inspected the condition of the tree and found an altered canopy due to excessive trimming of the lower branches due to the location within a turf area, and

**WHEREAS**, the committee determined that the tree meets the parameters set forth in §3.3.3, Infrastructure Conflicts, of the United Mutual Urban Forest Management Plan, and

**WHEREAS**, the committee determined that the tree was not planted considering the guidelines set forth in §3.1.1.1, Right Tree Right Place, of the United Mutual Urban Forest Management Plan, and

**WHEREAS**, the committee determined that the tree meets the guidelines established in Resolution 01-13-17 and the Urban Forest Management Plan, and

thereby recommends approving the request for the removal of one Leyland Cypress tree located at 321-C Avenida Carmel;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors approves the request for the removal of one Leyland Cypress tree located at 321-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.





## **RESOLUTION 01-24-XX**

### **Deny Removal and Off-Schedule Trimming of one Aleppo Pine Tree 2152-B Ronda Granada**

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

- Unless there is a purposeful reason, trees should not be removed merely because they are messy, or because of residents' personal preferences concerning shape, color, size, or fragrance.
- Trees should not be removed because of view obstruction.
- Trees on slopes should not be removed if the removal will contribute to the destabilization of that slope.
- Trees which are damaging or will damage a structure, pose a hazard, in failing health or interfering with neighboring trees, will be considered for removal.

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed a request from the Member at 2152-B to remove or off-schedule trim one Aleppo Pine tree, the reasons cited is the perception of the tree being overgrown and the pine needle debris; and

**WHEREAS**, staff inspected the condition of the tree and found it to be in good health with a balanced canopy, no lean, favorable root flare; and

**WHEREAS**, the committee determined that the tree does not meet the guidelines established in Resolution 01-13-17, and thereby recommends denying the request for the removal or off-schedule trimming of one Aleppo Pine tree located at 2152-B Ronda Granada;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors denies the request for the removal or off-schedule trimming of one Aleppo Pine tree located at 2152-B; and

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

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**RESOLUTION 01-24-XX**

**Approve Off-Schedule Trimming of Two New Zealand Christmas  
Trees  
B677 Avenida Sevilla**

**WHEREAS**, on May 20, 2024, the Landscape Committee reviewed a request for the off-schedule trimming of two New Zealand Christmas trees received from the Member at B677, who cited the reasons being canopy-to-roof structure contact; and

**WHEREAS**, staff inspected the condition of the tree and found the tree to be in fair health with unbalanced canopies; and

**WHEREAS**, the committee is recommending to accept Staff's recommendation to approve the off-schedule trimming of the trees; and

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, the Board of Directors approve the off-schedule trimming of the two New Zealand Christmas trees at B677 Avenida Sevilla; and

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

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# 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 May 31, 2024.

- \_\_\_\_\_ 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 conform to established rules and regulations.

## UNITED LAGUNA WOODS MUTUAL

Signature *Anthony M. Liberatore*  
Print Name Anthony M. LIBERATORE  
Title DIRECTOR  
Date 06/04/2024

## UNITED LAGUNA WOODS MUTUAL

Signature *Alison Bok*  
Print Name ALISON BOK  
Title PRESIDENT  
Date 6/5/24

# 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 May 31, 2024.

- 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**

Signature *Anthony M. Liberatori*  
Print Name Anthony M. Liberatori  
Title DIRECTOR  
Date 06/04/2024

**UNITED LAGUNA WOODS MUTUAL**

Signature *Alison Bok*  
Print Name ALISON BOK  
Title PRES.  
Date 6/5/24



## **RESOLUTION 01-24-XX**

### **Recording of a Lien**

**WHEREAS**, Member ID 947-422-87; is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

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

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-422-87 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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## **ENDORSEMENT (to Board)**

### **Discuss and Consider Financial Qualifications:**

In an ongoing effort to increase communication to members, document current practice, and show transparency, staff drafted language to the Financial Qualifications Policy recognizing Third Laguna Hills Mutual's (Third) stepped-up requirements when a member desires to purchase more than one unit or already own at least one unit in Third or Laguna Woods Mutual No. Fifty.

On April 18, 2024 the United Governing Documents Review Committee reviewed the Financial Qualifications.

Mr. Spies presented the Financial Qualifications for the Committees consideration and review. The Committee reviewed and discussed the Financial Qualifications.

Director Carlson made a motion to approve the document as presented and forward to the board for review. Chair Blackwell seconded the motion.

By unanimous consent, the motion passed.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Revised Financial Requirements

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### **RECOMMENDATION**

Staff recommends the Board approve revisions to United's Financial Requirements to clarify that United Mutual recognizes Third Mutual's multiple unit owner requirements for persons desiring to purchase in United Mutual.

### **BACKGROUND**

The board of directors received a letter from a resident who purchased a unit in United Mutual in 2015 who subsequently leased out the unit and attempted to purchase a unit in Third Mutual; however, she couldn't satisfy Third Mutual's multiple unit owner requirements (ATT 1) since she still owned the co-op. The resident transferred the co-op to her sister and purchased a unit in Third Mutual with the intent of getting the co-op transferred back to her in order to sell; however, she still had to meet Third's stepped-up net worth and annual income requirements in order to purchase another unit. She argues that United's Financial Requirements do not contain language asking for additional income to purchase in United Mutual when other units are owned in the community.

### **DISCUSSION**

In an ongoing effort to increase communication to our members, document current practice, and show transparency, staff drafted language to United's Financial Qualifications Policy indicating that United recognizes Third Mutual's stepped-up requirements when a member desires to purchase more than one unit or already owns at least one unit in Third Mutual or Mutual Fifty (ATT 2).

On April 18, 2024, Staff presented their proposed changes to the Governing Documents Review Committee. Following discussion of the Financial Requirements, the committee agreed by mutual consent to the following revisions of the Financial Requirements for Membership, highlighted in red:

#### **D. OWNERSHIP OF MULTIPLE MEMBERSHIPS**

1. United does not permit ownership of more than one cooperative membership, except under an interim dual membership agreement which is issued for six months.
2. **United recognizes Third Mutual's multiple unit owner requirements. As a condition of approval, any applicant who desires to purchase more than one (1) unit or already owns at least one (1) unit in Third Mutual or Laguna Woods Mutual No. Fifty shall submit satisfactory verification of annual income and net worth requirements. Therefore,**

members who wish to purchase an additional unit in United Mutual must satisfy Third Mutual's stepped-up income/asset requirements.

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

Following the committee meeting, staff made further changes to the requirements to define Third Laguna Hills Mutual and Laguna Woods Mutual No. Fifty.

On May 14, the United Board of Directors reviewed the revised policy and made further changes to Section D. OWNERSHIP OF MULTIPLE MEMBERSHIPS as follows highlighted in yellow:

1. United recognizes Third Mutual's multiple unit owner requirements. As a condition of approval, any applicant who desires to purchase more than one (1) unit or already owns at least one (1) unit in Third Mutual or Laguna Woods Mutual No. Fifty shall submit satisfactory verification of annual income and net worth requirements. Therefore, members who wish to purchase an additional unit in United Mutual must separately satisfy Third Mutual's stepped-up income/asset requirements, as now established or as may be amended in the future..

By following Third Mutual's multiple unit owner requirements, it ensures that a prospective member will have the financial means to secure and afford the purchase of additional unit(s) in the long run.

### **FINANCIAL ANALYSIS**

It is not anticipated that the financial requirement revisions will have any financial impact.

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

**Reviewed By:** Jeff Spies, Community Services Manager

### **ATTACHMENT(S)**

ATT 1 – Third Mutual's Multiple Unit Requirements – Multiple Units Section V

ATT 2 – Revised Financial Qualifications Policy – Redline

ATT 3 – Revised Financial Qualification Policy – Clean

ATT 4 – Resolution 01-24-XX

### Third Laguna Hills Mutual Multiple Unit Requirements

**V. Multiple Units.** As a condition of approval, any Applicant who desires to purchase more than one (1) unit or already owns at least one (1) unit at Third Laguna Hills Mutual, Laguna Woods Mutual No. Fifty or United Laguna Woods Mutual shall submit satisfactory verification of annual income and net worth requirements pursuant to this Section V.

a. **Net Worth Requirements.** The Applicant shall submit satisfactory verification of net worth that is greater than or equal to the *sum* of the purchase price for each unit *plus* one hundred twenty-five thousand dollars (\$125,000) in acceptable assets per unit, as follows:

Unit 1: purchase price for Unit 1 + \$125,000

Unit 2: purchase price for Unit 1 + \$125,000 +  
purchase price for Unit 2 + \$125,000

Unit 3: purchase price for Unit 1 + \$125,000 +  
purchase price for Unit 2 + \$125,000 +  
purchase price for Unit 3 + \$125,000

b. **Income Requirements.** The Applicant shall submit satisfactory verification of annual income as follows:

1. Annual Income that is greater than or equal to the *sum* of the following: the total of the first unit's annual mortgage payment *plus* forty-five thousand dollars (\$45,000) per year *plus* the total of the second unit's annual mortgage payment *plus* forty-five thousand dollars (\$45,000) per year *plus* an additional twenty-two thousand five hundred dollars (\$22,500).

2. For each additional unit, the annual income requirement shall be calculated consistent with subsection (b)(1), above – that is, the additional unit's annual mortgage payment *plus* an additional twenty-two thousand five hundred dollars (\$22,500) over the previous annual income requirement, as follows:

Unit 1: annual mortgage payment + \$45,000

Unit 2: annual mortgage payment on Unit 1 + \$45,000 +  
annual mortgage payment on Unit 2 + \$45,000 + \$22,500

Unit 3: annual mortgage payment on Unit 1 + \$45,000 +  
annual mortgage payment on Unit 2 + \$45,000 + \$22,500 +  
annual mortgage payment on Unit 2 + \$45,000 + \$22,500 + \$22,500

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Financial Qualifications Policy  
Resolution 01-24-XX Adopted June 11, 2024  
– Resolution Attached

I. Purpose

The purpose of this policy is to set forth guidelines by United Laguna Woods Mutual (United) necessary to protect the financial integrity of the corporation.

II. Definitions

- A. Shareholder - individual approved by the Board of Directors as a Member of the corporation. Also known as Member.
- B. Applicant – individual seeking approval by the Board of Directors as a member of the corporation.
- C. Financial Statement/Credit Information form – United’s document to be completed by Applicant which summarizes age, income and asset qualifications being considered by the Board of Directors in keeping with the membership application process.
- D. Asset – a resource with economic value that an individual or business owns or controls with the expectation of future benefit; must be liquid, marketable or income producing.
- E. Equity – total assets minus total liabilities.
- F. Annuity funds – a long-term investment that is issued by an insurance company and is designed to help protect an individual from the risk of outliving one’s income.
- G. Community property – property acquired during the marriage by either spouse is presumed to be owned by each spouse equally.
- H. Guarantor – individual who meets United’s financial qualifications and guarantees to pay for the Member’s debt and/or obligations if the Member defaults or fails to pay a debt and/or obligation to United; guarantor may guarantee only one unit within the Village.
- B. Personal Unconditional Continuing Guaranty and Security Agreement

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- I. Guaranty “contract” between prospective member and qualified individual whereby guarantor is responsible to pay any debt or obligation owed by the Member to United in the event of a failure by Member to pay same; non-revocable by guarantor.
  - J. Indebtedness – includes the monthly carrying Charge payable by the Member to United, including all assessments, fines or other monetary charges levied in the name of United.
  - K. Carrying Charges – monthly assessments estimated by United to meet its annual expenses, including but not limited to operating expenses, management and administration, property taxes, insurance, utilities, reserves, and repair and maintenance.
  - L. Uniform Commercial Code (UCC) filing – provides for the filing of certain financing statements and other lien documents. Filing with the Secretary of State’s office serves to perfect a security interest in named collateral and establish priority in case of debtor default or bankruptcy.
  - M. Interim Dual Membership Agreement – a “contract” between a Member and United which allows the Member to temporarily own two co-ops.
  - N. Community Rules – the Articles of Incorporation and Bylaws of United, the Occupancy Agreement, and any rules and regulations adopted by United. Any reference to the “Governing Documents” shall, for purposes of this Policy, be deemed a reference to the Community Rules set forth in this definition.
  - O. Member – any person entitled to membership in United Mutual.
  - P. Third Laguna Hills Mutual (also known as “Third Mutual”) – a California nonprofit mutual benefit corporation formed to manage, operate and maintain condominium housing at Laguna Woods Village, Laguna Woods, California for its mutual members.
  - Q. Laguna Woods Mutual No. Fifty – a California nonprofit mutual benefit corporation formed to manage, operate and maintain condominium housing at Laguna Woods Village, Laguna Woods, California for its mutual members.

### III. Conditions

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



required.

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

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

#### A. ASSET REQUIREMENT

The prospective Shareholder shall submit satisfactory verification of assets equal to the purchase price of the Unit plus \$125,000. NOTE: Applicants who own multiple properties must demonstrate total assets exceeding total mortgage obligations. Prospective transferees (i.e., outside escrow) are required to demonstrate a minimum asset base of \$125,000 only.

1. Acceptable assets will be those that are considered to be liquid, marketable or income producing. Only aged accounts (180 days) will be considered. Acceptable assets include, among others:
  - a. Equity in U.S. residential property
  - b. Savings accounts in U.S. financial institutions
  - c. Cash value life insurance
  - d. Certificates of deposit, money market accounts in U.S. financial institutions
  - e. IRA, SEP, 401(k) and Keogh accounts
  - f. US, state or municipal government bonds - valued at current market prices
  - g. American traded investments (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
  - h. Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
  - i. Equity in U.S. income producing real estate
2. Excluded from consideration are the following, among others:
  - a. Mobile Homes
  - b. Recreational vehicles, boats and trailers
  - c. Vacant land
  - d. Automobiles
  - e. Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
  - f. Term life insurance

- g. Annuity funds and retirement accounts, which cannot be withdrawn in lump sum
- h. Anticipated bequests or inheritances
- i. Promissory Notes whose income is not reported on the prospective transferee tax return
- j. Community property

## B. INCOME REQUIREMENTS

1. Prospective Shareholders shall submit from a recognized Credit Reporting Agency (e.g. Equifax, TransUnion, Experian) a full credit report if FICO score is less than 700 or FICO score is 700 or higher with an outside mortgage. Submit a credit summary report if FICO score is 700 or higher without an outside mortgage. These reports must be dated within 60 days prior to the application submittal.
2. Prospective Shareholders and transferees must provide satisfactory verification of income of at least \$40,000 per year at the time of purchase.
3. Traditional retirement account assets (e.g., 401K, ERISA, IRA, Profit Sharing, etc.) will be considered as a source of annual income in accordance with this subsection. For the purposes of the income verification requirement pursuant to subsection (a) above, the portion of an Applicant's traditional retirement account assets attributable to said Applicant's annual income shall be deemed to be the greater of the following:
  - a. The mandatory annual distributions for the Applicant's retirement accounts; or
  - b. The total amount of the Applicant's retirement accounts *multiplied* by eighty percent (80%), and then *dividing* this product by twenty- five (25) years, as follows:
 
$$\text{Attributable Income} = (\text{Total Retirement Account Assets} \times 80\%) \div 25$$

Traditional retirement accounts may not concurrently satisfy both the income and asset side of the qualification requirements. Only traditional retirement accounts may be calculated to generate "attributable income".
4. Acceptable verifications include, among others:
  - a. The most recent Federal Tax returns. If tax returns are not yet filed or applicant is filing an extension for the last calendar year returns, provide a copy of extension filing and supporting W-2s and/or 1099s.

- b. W - 2 Forms or paycheck stubs
  - c. Bank, credit union or investment account statements
  - d. Letters from bankers
  - e. Notices of annuities and Social Security payments
  - f. Pensions
  - g. Trust income
  - h. Disability income
  - i. Residential / commercial property rental income
  - j. Out of state employment income and/or its continuance after re-locating to California must be explained by a letter addressed to the board.
5. Unacceptable income verifications include, among others:
- a. Letters from employers, accountants, bookkeepers and attorneys
  - b. Income not reported on Federal income tax returns
  - c. Funds held outside US borders

### C. GUARANTORS

United will permit the prospective shareholder who does not meet the financial requirements to have a guarantor.

1. The guarantor shall provide satisfactory verification of annual income of at least \$90,000 and marketable or income producing assets of at least \$250,000 plus the manor purchase price.
2. Shareholder financial requirements for the occupying shareholder(s) when they have a guarantor:
  - a. Minimum annual income of \$24,000
  - b. Minimum verifiable liquid, marketable and/or income producing assets of at least \$75,000 plus the manor purchase price.
3. The income and assets of the guarantor are not a substitute for the minimum income and assets needed by the prospective shareholder(s) occupant(s).
4. In addition to these requirements, the guarantor shall be required, as set forth herein (Exhibit B) to identify assets from which the financial obligation may be satisfied and authorize UCC financing statements to be filed.
5. Guarantor and assets must be located in California.
6. A guarantor may only guarantee one unit in the Village.

#### D. D. OWNERSHIP OF MULTIPLE MEMBERSHIPS

1. United does not permit ownership of more than one cooperative Membership, except under an interim dual Membership agreement which is issued for six months.
2. United recognizes Third Mutual's multiple unit owner requirements. As a condition of approval, any applicant who desires to purchase more than one (1) unit or already owns at least one (1) unit in Third Mutual or Laguna Woods Mutual No. Fifty shall submit satisfactory verification of annual income and net worth requirements. Therefore, members who wish to purchase an additional unit in United Mutual must **separately** satisfy Third Mutual's stepped-up income/asset requirements, **as now established or as may be amended in the future.**
3. Current members of one Mutual who wish to purchase in another Mutual are required to meet the financial requirements of the Mutual in which they are purchasing.

#### E. FINANCIAL QUALIFICATION WAIVERS

4. Shareholders who purchase a replacement Unit in United Mutual do not have to re-qualify financially for Membership, if there is no change to the Membership vesting and the dual interim agreement is in effect.
- 1.
- ~~2.1. Current members of one Mutual who wish to purchase in another Mutual are required to meet the financial requirements of the Mutual in which they are purchasing.~~
- 3-2. A former member may obtain a waiver of financial qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership, and vesting in the new Unit is exactly the same as the vesting in the Unit previously owned.

#### F. DISCRETIONARY AUTHORITY

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

#### G. MEMBERSHIP

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

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

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

#### IV. Procedure

Applicants must complete and submit all required forms and verification documents to the escrow firm handling the sales transaction. The required forms and verification documents include:

- The Membership Application with age and identity verification for each person on title;
- Most recent signed tax returns for each person on title;
- Responsibility Agreement for Nonstandard Landscape;
- Responsibility Agreement for Alterations;
- Memorandum of Occupancy Agreement signed by each applicant;
- Golden Rain Foundation Trust Facility Fee form;
- Promissory Note;
- Financial Statement and Credit Information (income and asset verification for each person on title);
- Residency Restrictions acknowledgement;
- Occupancy Agreement signed by each proposed applicant;
- Addendum to Occupancy agreement – Trustee Membership if applicable;
- Interim Dual Membership Agreement if applicable;
- Original Membership Certificate or Lost Instrument bond or Lender Payoff Demand; and
- Application for Co-occupancy Permit if applicable.

If a Guarantor is applying, the proposed Guarantor must also submit the most recent

signed tax returns, Financial Statement and Credit Information (income and asset verification for each guarantor), and Personal Unconditional Continuing Guaranty and Security Agreement (Exhibits A and B).

Upon receipt of the above documents and those required of seller and escrow firm, staff reviews documentation to ensure it is complete and evaluates the financial verifications in light of the corporation's membership requirements. A staff report recommending approval or denial of the applicant is prepared and attached to the membership packet for the Board's consideration and action.

**EXHIBIT A****Personal Unconditional Continuing Guaranty and Security Agreement****The Parties**

Member(s): \_\_\_\_\_ (collectively, the "Member")

Property Address: \_\_\_\_\_ (the "Property")

Guarantor: \_\_\_\_\_ ("Guarantor")

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

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

The undersigned Guarantor may only guarantee one unit in the Village. For purposes of this Guaranty, Village means United Laguna Woods, Third Laguna Hills, and The Towers. Guarantor warrants and represents it has not and will not guarantee another unit in the Village.

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

**1. Personal Unconditional Continuing Guaranty**

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

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

Guarantor shall at all times satisfy the minimum financial requirements required by United, which financial requirements may be amended by United's Board of Directors from time to time.

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

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

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

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



protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies, at the discretion of United or upon Guarantor's written request, of Member's late payment notices.

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

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

All obligations of Guarantor shall be performed at Laguna Woods, California. At all times herein, Guarantor's primary residence and/or, if an entity, place of business, filing, registration or incorporation shall be in the State of California, and Guarantor's assets shall also be located in California. United may, from time to time, change or modify any obligation between Member and United in any manner it may deem fit and such change shall not affect the liability of Guarantor in any manner. Guarantor further waives all right to require United to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to United. All rights of United herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of United shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

## **2. Security Interest; Financial Information**

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

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or

completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

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

**3. Requirement of Guaranty**

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

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

**Guarantor**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Guarantor**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Accepted**

**United Laguna Woods Mutual**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

**United Laguna Woods Mutual**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_



Financial Qualifications Policy  
Resolution 01-24-XX Adopted June 11, 2024  
– Resolution Attached

I. Purpose

The purpose of this policy is to set forth guidelines by United Laguna Woods Mutual (United) necessary to protect the financial integrity of the corporation.

II. Definitions

- A. Shareholder - individual approved by the Board of Directors as a Member of the corporation. Also known as Member.
- B. Applicant – individual seeking approval by the Board of Directors as a member of the corporation.
- C. Financial Statement/Credit Information form – United’s document to be completed by Applicant which summarizes age, income and asset qualifications being considered by the Board of Directors in keeping with the membership application process.
- D. Asset – a resource with economic value that an individual or business owns or controls with the expectation of future benefit; must be liquid, marketable or income producing.
- E. Equity – total assets minus total liabilities.
- F. Annuity funds – a long-term investment that is issued by an insurance company and is designed to help protect an individual from the risk of outliving one’s income.
- G. Community property – property acquired during the marriage by either spouse is presumed to be owned by each spouse equally.
- H. Guarantor – individual who meets United’s financial qualifications and guarantees to pay for the Member’s debt and/or obligations if the Member defaults or fails to pay a debt and/or obligation to United; guarantor may guarantee only one unit within the Village.
- I. Personal Unconditional Continuing Guaranty and Security Agreement - Guaranty “contract” between prospective member and qualified individual whereby guarantor is responsible to pay any debt or obligation owed by the Member to United in the event of a failure by Member to pay same; non-revocable by guarantor.
- J. Indebtedness – includes the monthly carrying Charge payable by the Member to United, including all assessments, fines or other monetary charges levied in the

name of United.

- K. Carrying Charges – monthly assessments estimated by United to meet its annual expenses, including but not limited to operating expenses, management and administration, property taxes, insurance, utilities, reserves, and repair and maintenance.
- L. Uniform Commercial Code (UCC) filing – provides for the filing of certain financing statements and other lien documents. Filing with the Secretary of State’s office serves to perfect a security interest in named collateral and establish priority in case of debtor default or bankruptcy.
- M. Interim Dual Membership Agreement – a “contract” between a Member and United which allows the Member to temporarily own two co-ops.
- N. Community Rules – the Articles of Incorporation and Bylaws of United, the Occupancy Agreement, and any rules and regulations adopted by United. Any reference to the “Governing Documents” shall, for purposes of this Policy, be deemed a reference to the Community Rules set forth in this definition.
- O. Member – any person entitled to membership in United Mutual.
- P. Third Laguna Hills Mutual (also known as “Third Mutual”) – a California nonprofit mutual benefit corporation formed to manage, operate and maintain condominium housing at Laguna Woods Village, Laguna Woods, California for its mutual members.
- Q. Laguna Woods Mutual No. Fifty – a California nonprofit mutual benefit corporation formed to manage, operate and maintain condominium housing at Laguna Woods Village, Laguna Woods, California for its mutual members.

### III. Conditions

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

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

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

#### A. ASSET REQUIREMENT

The prospective Shareholder shall submit satisfactory verification of assets equal to the purchase price of the Unit plus \$125,000. NOTE: Applicants who own multiple properties must demonstrate total assets exceeding total mortgage obligations.

Prospective transferees (i.e., outside escrow) are required to demonstrate a minimum asset base of \$125,000 only.

1. Acceptable assets will be those that are considered to be liquid, marketable or income producing. Only aged accounts (180 days) will be considered. Acceptable assets include, among others:
  - a. Equity in U.S. residential property
  - b. Savings accounts in U.S. financial institutions
  - c. Cash value life insurance
  - d. Certificates of deposit, money market accounts in U.S. financial institutions
  - e. IRA, SEP, 401(k) and Keogh accounts
  - f. US, state or municipal government bonds - valued at current market prices
  - g. American traded investments (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
  - h. Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
  - i. Equity in U.S. income producing real estate
2. Excluded from consideration are the following, among others:
  - a. Mobile Homes
  - b. Recreational vehicles, boats and trailers
  - c. Vacant land
  - d. Automobiles
  - e. Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
  - f. Term life insurance
  - g. Annuity funds and retirement accounts, which cannot be withdrawn in lump sum
  - h. Anticipated bequests or inheritances
  - i. Promissory Notes whose income is not reported on the prospective transferee tax return
  - j. Community property

## **B. INCOME REQUIREMENTS**

1. Prospective Shareholders shall submit from a recognized Credit Reporting Agency (e.g. Equifax, TransUnion, Experian) a full credit report if FICO score is less than 700 or FICO score is 700 or higher with an outside mortgage. Submit a credit summary report if FICO score is 700 or higher without an outside mortgage. These reports must be dated within 60 days prior to the application submittal.
2. Prospective Shareholders and transferees must provide satisfactory verification of income of at least \$40,000 per year at the time of purchase.

3. Traditional retirement account assets (e.g., 401K, ERISA, IRA, Profit Sharing, etc.) will be considered as a source of annual income in accordance with this subsection. For the purposes of the income verification requirement pursuant to subsection (a) above, the portion of an Applicant's traditional retirement account assets attributable to said Applicant's annual income shall be deemed to be the greater of the following:

- a. The mandatory annual distributions for the Applicant's retirement accounts; or
- b. The total amount of the Applicant's retirement accounts *multiplied* by eighty percent (80%), and then *dividing* this product by twenty-five (25) years, as follows:

$$\text{Attributable Income} = (\text{Total Retirement Account Assets} \times 80\%) \div 25$$

Traditional retirement accounts may not concurrently satisfy both the income and asset side of the qualification requirements. Only traditional retirement accounts may be calculated to generate "attributable income".

4. Acceptable verifications include, among others:

- a. The most recent Federal Tax returns. If tax returns are not yet filed or applicant is filing an extension for the last calendar year returns, provide a copy of extension filing and supporting W-2s and/or 1099s.
- b. W - 2 Forms or paycheck stubs
- c. Bank, credit union or investment account statements
- d. Letters from bankers
- e. Notices of annuities and Social Security payments
- f. Pensions
- g. Trust income
- h. Disability income
- i. Residential / commercial property rental income
- j. Out of state employment income and/or its continuance after re-locating to California must be explained by a letter addressed to the board.

5. Unacceptable income verifications include, among others:

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

### C. GUARANTORS

United will permit the prospective shareholder who does not meet the financial requirements to have a guarantor.

1. The guarantor shall provide satisfactory verification of annual income of at least \$90,000 and marketable or income producing assets of at least \$250,000 plus the



manor purchase price.

2. Shareholder financial requirements for the occupying shareholder(s) when they have a guarantor:
  - a. Minimum annual income of \$24,000
  - b. Minimum verifiable liquid, marketable and/or income producing assets of at least \$75,000 plus the manor purchase price.
3. The income and assets of the guarantor are not a substitute for the minimum income and assets needed by the prospective shareholder(s) occupant(s).
4. In addition to these requirements, the guarantor shall be required, as set forth herein (Exhibit B) to identify assets from which the financial obligation may be satisfied and authorize UCC financing statements to be filed.
5. Guarantor and assets must be located in California.
6. A guarantor may only guarantee one unit in the Village.

#### D. OWNERSHIP OF MULTIPLE MEMBERSHIPS

1. United does not permit ownership of more than one cooperative Membership, except under an interim dual Membership agreement which is issued for six months.
2. United recognizes Third Mutual's multiple unit owner requirements. As a condition of approval, any applicant who desires to purchase more than one (1) unit or already owns at least one (1) unit in Third Mutual or Laguna Woods Mutual No. Fifty shall submit satisfactory verification of annual income and net worth requirements. Therefore, members who wish to purchase an additional unit in United Mutual must separately satisfy Third Mutual's stepped-up income/asset requirements, as now established or as may be amended in the future.
3. Current members of one Mutual who wish to purchase in another Mutual are required to meet the financial requirements of the Mutual in which they are purchasing.

#### E. FINANCIAL QUALIFICATION WAIVERS

1. Shareholders who purchase a replacement Unit in United Mutual do not have to re-qualify financially for Membership, if there is no change to the Membership vesting and the dual interim agreement is in effect.
2. A former member may obtain a waiver of financial qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership, and vesting in the new Unit is exactly the same as the vesting in the Unit previously owned.

#### F. DISCRETIONARY AUTHORITY

United Board of Directors may, but is not obligated to, deny or approve applications for

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

#### **G. MEMBERSHIP**

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

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

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

#### **IV. Procedure**

Applicants must complete and submit all required forms and verification documents to the escrow firm handling the sales transaction. The required forms and verification documents include:

- The Membership Application with age and identity verification for each person on title;
- Most recent signed tax returns for each person on title;
- Responsibility Agreement for Nonstandard Landscape;
- Responsibility Agreement for Alterations;
- Memorandum of Occupancy Agreement signed by each applicant;
- Golden Rain Foundation Trust Facility Fee form;
- Promissory Note;
- Financial Statement and Credit Information (income and asset verification for each person on title);
- Residency Restrictions acknowledgement;
- Occupancy Agreement signed by each proposed applicant;
- Addendum to Occupancy agreement – Trustee Membership if applicable;
- Interim Dual Membership Agreement if applicable;
- Original Membership Certificate or Lost Instrument bond or

- Lender Payoff Demand; and
- Application for Co-occupancy Permit if applicable.

If a Guarantor is applying, the proposed Guarantor must also submit the most recent signed tax returns, Financial Statement and Credit Information (income and asset verification for each guarantor), and Personal Unconditional Continuing Guaranty and Security Agreement (Exhibits A and B).

Upon receipt of the above documents and those required of seller and escrow firm, staff reviews documentation to ensure it is complete and evaluates the financial verifications in light of the corporation's membership requirements. A staff report recommending approval or denial of the applicant is prepared and attached to the membership packet for the Board's consideration and action.

EXHIBIT A

Personal Unconditional Continuing Guaranty and Security Agreement

The Parties

Member(s): \_\_\_\_\_ (collectively, the "Member") Property Address: \_\_\_\_\_ (the "Property")

Guarantor: \_\_\_\_\_ ("Guarantor")

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

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

The undersigned Guarantor may only guarantee one unit in the Village. For purposes of this Guaranty, Village means United Laguna Woods, Third Laguna Hills, and The Towers. Guarantor warrants and represents it has not and will not guarantee another unit in the Village.

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

1. Personal Unconditional Continuing Guaranty

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

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

Guarantor shall at all times satisfy the minimum financial requirements required by United, which financial requirements may be amended by United's Board of Directors from time to time.

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

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

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

Guarantor waives any right to require Corporation to (a) proceed against Member; (b) proceed against or exhaust any security held from Member; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Member or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such indebtedness is in excess of Guarantor's liability hereunder, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Corporation now has or may hereafter have against Member, and waives any benefit of, and any right to participate in any

security now or hereafter held by United. Guarantor waives diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies, at the discretion of United or upon Guarantor's written request, of Member's late payment notices.

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

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

All obligations of Guarantor shall be performed at Laguna Woods, California. At all times herein, Guarantor's primary residence and/or, if an entity, place of business, filing, registration or incorporation shall be in the State of California, and Guarantor's assets shall also be located in California. United may, from time to time, change or modify any obligation between Member and United in any manner it may deem fit and such change shall not affect the liability of Guarantor in any manner. Guarantor further waives all right to require United to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to United. All rights of United herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of United shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

## **2. Security Interest; Financial Information**

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

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether

Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

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

### **3. Requirement of Guaranty**

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

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

**Guarantor**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Guarantor**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Accepted**

**United Laguna Woods Mutual**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

**United Laguna Woods Mutual**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_





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## **RESOLUTION 01-24-XX**

### **Financial Qualifications Policy**

**WHEREAS**, United Laguna Woods Mutual is formed to provide housing to its Members on a mutual nonprofit basis; and

**WHEREAS**, it is in the best interest of the Corporation to protect and preserve the financial integrity of the Corporation; and

**WHEREAS**, United desires to clarify that it recognizes Third Mutual's multiple unit owner requirements for members desiring to purchase a unit in United Laguna Woods Mutual when other units are owned in the community;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this Corporation hereby approves the amendments to Section II *Definitions* and Section III (D) - *Ownership of Multiple Memberships* of its Financial Qualification requirements as attached to the official meeting minutes of this meeting; and

**RESOLVED FURTHER**, that Staff is hereby directed to disseminate this information to the realty community serving Laguna Woods Village; and

**RESOLVED FURTHER**, that Resolution 01-21-54 adopted August 10, 2021, and Resolution 01-21-60 adopted September 14, 2021 are hereby superseded and cancelled; and

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

**MAY 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)**

### **Discuss and Consider Subleasing, Resale and Transfer Fees:**

The mentioned fees have been in place for several years and are currently included in their associated policies, but have not been officially approved by way of resolutions, with the exception of the sublease permit application processing fee of \$160; however, the fees were indirectly approved when the board approved the policies. When legal counsel assisted in drafting the Lodger Policy in 2023 he indicated to staff that he didn't recommend that the fees be a part of the policy in the event the fees needed to be increased in the future. Therefore, only the resolution would be revised and not the entire policy.

On April 18, 2024, the Governing Documents Review Committee reviewed and discussed the Subleasing, Resale and Transfer Documents.

Mr. Jeff Spies, Community Services Supervisor presented the Subleasing, Resale and Transfer Fees for the Committee to consider and review. The Committee discussed the matter.

Director Carlson made a motion to have legal counsel review the proposed document prior to board consideration. The motion failed for lack of second.

Chair Blackwell made a motion to forward the document to the board for review and consideration as presented. The motion failed for lack of second.

Director Carlson made a motion to approve the Subleasing, Resale and Transfer Fees and have legal counsel review the proposed document prior to board consideration. Director Liberatore seconded the motion.

By unanimous consent, the motion passed.

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## STAFF REPORT

**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Ratify United Fees Pertaining to Subleasing, Resales and Membership Transfers

### **RECOMMENDATION**

Staff recommends the Board ratify its fees associated with processing all sublease/lodger, resales and trust/transfer applications to align with current practices and to place all fees in one resolution. Staff also recommends that the Board adopt one additional fee of \$280 to be charged for the recording of the Memorandum of Occupancy Agreements and Memorandum of Termination of Occupancy Agreements for all non-escrow membership transfers.

### **BACKGROUND**

The fees currently charged for processing all United Mutual sublease/lodger, resales, and membership trust/transfer applications are as follows:

<b>United Sublease Permit / Lodger Room Rental Fees</b>	
Administration Processing Fees	\$160
Application Rush Fee	\$100
Application Renewal Fee	\$160
Application Extension Fee (if the original agreement is less than 12 months)	\$60
<b>United Resale Fees</b>	
Additional Fee for Recording of Memorandums for Cash Sales	\$280
<b>United Trust Transfer Fees</b>	
Membership Certificate non-escrow transfer fee	\$50

### **DISCUSSION**

The above-mentioned fees have been in place for several years and are currently included in their associated policies, but have not been officially approved by way of resolutions, with the exception of the sublease permit application processing fee of \$160 (ATT 1); however, the fees were indirectly approved when the board approved the policies. When legal counsel assisted in drafting United's Lodger Policy in 2023 he indicated to staff that he didn't recommend that the fees be a part of the policy in the event the fees needed to be increased in the future. Therefore, only the resolution would be revised and not the entire policy.

While most fees cannot be historically traced as to how they came about, the \$280 currently charged for all cash sales during the resale process to record all Memorandums of Occupancy Agreement and Memorandums of Termination of Occupancy Agreement was established based on SB 2 that revised Government Code §17388.1 and became effective January 1, 2018.

SB 2 mandated that county recorders charge \$75 per transaction of certain real estate documents. As a result, United currently charges \$280 for recording the Memorandums directly with the County via their SECURE system for all cash sales. The break down in costs include \$75 + \$7 for the first page + \$3 per extra page so depending on the number of pages, the total recording fees per Memorandum will range between \$91 - \$109. The \$280 fee includes an offset toward administrative staff costs.

In addition to Staff's recommendation that the Board ratify the above-mentioned fees, Staff also recommends, as part of the ongoing efforts to ensure proper documentation and compliance within our organization, that the board approve charging \$280 to record executed Memorandum of Occupancy Agreements and Memorandum of Termination of Occupancy Agreements for all non-escrow membership transfers. (ATT 2)

The above-mentioned fee structure was presented to the Governing Documents Review Committee on April 18, 2024 which initially endorsed the fee structure with the caveat that legal counsel reviews the fees. Upon review, counsel did not recommend any changes.

### **FINANCIAL ANALYSIS**

It is anticipated that if the additional fee of \$280 is approved for the recording of the Memorandum of Occupancy Agreements and Memorandum of Termination of Occupancy Agreements for all non-escrow membership transfers, the revenue to the mutual will increase by approximately \$78,680 based on an estimated 281 recordings a year.

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

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

### **ATTACHMENT(S) -**

ATT 1 - United Resolution 01-13-138

ATT 2 – Resolution 01-24-XX





**RESOLUTION 01-13-138**

Reduce Sublease Permit Administration Fee from \$300 to \$160

**WHEREAS**, there are identifiable costs related to processing sub-lease permits; and

**WHEREAS**, there are identifiable costs related to move-ins including Security control; and

**WHEREAS**, in order to provide better oversight for the sub-leasing process and help cover Community costs associated with tracking approved move-in and approved move-out dates, the Board of Directors established a \$300 sub-lease permit administration fee; and

**WHEREAS**, the Board of Directors of this Corporation wishes to reduce the fee;

**NOW THEREFORE BE IT RESOLVED**, July 23, 2013, that the Board of Directors hereby reduces the sub-lease permit administration fee from \$300 to \$160 to be effective September 1, 2013; and

**RESOLVED FURTHER**, that the Managing Agent is instructed to inform the realty community of the revised fees; and

**RESOLVED FURTHER**, that Resolution 01-12-91, adopted May 8, 2012 is hereby superseded and cancelled;

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

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**RESOLUTION 01-24-XX**

**Subleasing, Resales, and Membership Transfer Fees**

**WHEREAS**, the Community Services Division collects fees when processing resale packages, non- escrow membership transfers, and subleasing and lodger applications; and

**WHEREAS**, the processing fees have been in place for several years and are currently included in their associated policies, but not been officially approved by way of resolutions; and

**WHEREAS**, all Community Services fees established by the board should be identified in one resolution and placed on the website to provide transparency and improve communications;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this corporation hereby ratifies and adopts the following fee schedule related to processing all resale packages, non- escrow membership transfers and subleasing/lodger applications:

<b>United Sublease Permit / Lodger Room Rental Fees</b>	
Administration Processing Fees	\$160
Application Rush Fee	\$100
Application Renewal Fee	\$160
Application Extension Fee (if the original agreement is less than 12 months)	\$60
<b>United Resale Fees</b>	
Additional Fee for Recording of Memorandums for Cash Sales	\$280
<b>United Trust / Transfer Fees</b>	
Membership Certificate Non-Escrow Transfer	\$50
Recording of Memorandums ( <b>NEW</b> )	\$280

**RESOLVED FURTHER**, that Resolution 01-13-138 is hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the fee schedule shall be placed on the website; and

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

**MAY 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  
Architectural Control and Standards Committee  
April 18, 2024

**ENDORSEMENT (to Board)**

**Revision to Standard No. 11 – Doors; Exterior**

Alan Grimshaw, 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 Standard No. 11 – Doors; Exterior.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Revision to Standard 11: Doors; Exterior

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### **RECOMMENDATION**

Approve a resolution to revise Standard 11: Doors; Exterior.

### **BACKGROUND**

The ACSC initiated a review of the current Standard 11: Doors; Exterior (Attachment 1) and proposed revisions to the Standard intended to bring it up to current industry standards and improved designs. Standard 11 was last revised in July 2018, via Resolution 01-18-84 (Attachment 2).

### **DISCUSSION**

A review of materials and styles currently available resulted in several update modifications. Current building codes were also reviewed and updated. Any landscaping alterations should be performed only by the managing agent's landscape crews with the cost of any revisions to be the responsibility of the member.

On April 18, 2024 the ACSC reviewed and voted unanimously to recommend that the Board of Directors approve the revisions to Standard 11.

### **FINANCIAL ANALYSIS**

There are no direct added costs to the Mutual. Any potential landscaping costs incurred by the Mutual will be the responsibility of the Member.

**Prepared By:** Alan Grimshaw, Manor Alterations Manager

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

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 11: Doors; Exterior  
Attachment 2 – Current Resolution 01-18-84  
Attachment 3 – Redlined Revised Standard 11: Doors; Exterior  
Attachment 4 – Final Draft Standard 11: Doors; Exterior  
Attachment 5 – Proposed Resolution 01-24-XX

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## **STANDARD 11: DOORS; EXTERIOR**

JUNE 1999

REVISED NOVEMBER 2003, RESOLUTION 01-03-152

REVISED FEBRUARY 2007, RESOLUTION 01-07-18

REVISED FEBRUARY 2008, RESOLUTION 01-08-18

REVISED AUGUST 2008, RESOLUTION 01-08-142

REVISED DECEMBER 2010, RESOLUTION 01-10-269

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

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

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

REVISED JULY 2018, RESOLUTION 01-18-84

### **1.0 GENERAL REQUIREMENTS**

See Standard Section 1: General Requirements

### **2.0 TYPES OF DOORS**

**2.1** All doors shall be of solid core 1-1/2" minimum thickness with exterior grade hardware that is harmonious with the existing designs of the Community.

**2.2** Dutch doors, French doors, and double door conversions to single doors, with or without sidelights, are allowed in an area that faces into a patio or courtyard surrounded by walls, or is more than 25 feet away from other front doors.

**2.3** Security/Screen door additions are acceptable.

### **3.0 APPLICATIONS**

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

- 3.2** The exterior of the doors shall match the Mutual's approved paint colors of the building's body color, trim color, or approved accent colors as determined by the Mutual, or be of natural wood, white, or black.
- 3.3** Any required irrigation or landscaping modifications resulting from the door (or required stoop) installation must be performed by the Mutual, at the Mutual Member's expense.
- 3.4** Address letters shall be placed in plain view, minimum 4 inches in height with a ½ inch stroke; in a contrasting color to the door or the building to the side of or above the door.
- 3.5** Existing double entry doors may be changed to a single entry door, sidelights are permitted. If the header height is changed, Staff approval is required. If header change is significant, a variance will be required.
- 3.6** Existing header height must remain unchanged.
- 3.7** Door frames may not be replaced. Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.

**RESOLUTON 01-18-84**

**Revise Alteration Standard 11: Doors; Exterior**

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

**WHEREAS**, the Architectural Controls and Standards Committee recognizes the need to revise Alteration Standard 11: Doors; Exterior.

**NOW THEREFORE BE IT RESOLVED**, August 14, 2018, that the Board of Directors of this Corporation hereby adopts revisions to Alteration Standard 11: Doors; Exterior, attached as part of the Official Minutes;

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

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

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## STANDARD 11: DOORS; EXTERIOR

JUNE 1999

REVISED NOVEMBER 2003, RESOLUTION 01-03-152

REVISED FEBRUARY 2007, RESOLUTION 01-07-18

REVISED FEBRUARY 2008, RESOLUTION 01-08-18

REVISED AUGUST 2008, RESOLUTION 01-08-142

REVISED DECEMBER 2010, RESOLUTION 01-10-269

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

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

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

REVISED JULY 2018, RESOLUTION 01-18-84

REVISED [DATE], RESOLUTION 01-24-XX

### 1.0 GENERAL REQUIREMENTS

See Standard ~~Section~~-1: General Requirements

### 2.0 TYPES OF DOORS TYPES

**2.1** All doors shall be of solid core 1-1/2" minimum thickness and rated for exterior use. Materials shall be of wood, fiberglass, steel, aluminum or vinyl clad composite. with exterior grade hardware that is harmonious with the existing designs of the Community.

**2.2** Dutch doors, French doors, and double door conversions to single doors, with or without sidelights, are allowed in an area that faces into a patio or courtyard surrounded by walls, or is more than 25 feet away from other front doors.

**2.22.3** Glass in entry doors and other modern designs may be allowed subject to Manor Alterations review for compliance with mutual architectural standards.

**2.4** Security/~~S~~screen door additions are acceptable. Finish to match main door.

### 3.0 DOOR HARDWARE

**3.1** All door hardware to be rated for exterior use.

**3.2** Hardware finish to match adjacent doors in the immediate community.

### 4.0 DOOR FINISH

**4.1** Painted finishes of doors and trim to match the mutual approved paint schemes for building body, trim, or approved accent colors. A white finish is also an acceptable alternate.

~~2.3~~                    4.2 Stained finishes must blend with or complement existing building trim.

### **3.05.0 APPLICATIONS**

5.1 Recommended entry door openings shall be a minimum of 36 inches in width, but in no case shall be less than current building codes.

#### 5.2 Door Opening Modifications

A. Existing double entry doors may be changed to a single-entry door with sidelights or vice versa within the existing door frame structure.

B. Any opening modifications that require the removal of the existing door framework – door jambs and header – will require the following:

1. A mutual consent with accompanying plans and details.

A. Significant modifications may require a variance, to be determined at the time of mutual consent submittal.

2. Plan review by the City of Laguna Woods Building Department to determine if interior drywall is being disturbed. Asbestos testing may subsequently be required.

5.3 Address letters shall be placed in plain view, minimum 4 inches in height, in a contrasting color to the door or the building and mounted to the side of or above the door.

5.4 Any required irrigation or landscaping modifications resulting from the door (or required landing) installation must be performed by the mutual, at the member's expense.

5.5 Member is responsible for all ongoing maintenance costs when doors or openings are changed by the member.

5.6 All new exterior door locations must exit on to a mutual approved patio or landing. Exiting on to common area is not allowed.

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

- ~~3.2 The exterior of the doors shall match the Mutual's approved paint colors of the building's body color, trim color, or approved accent colors as determined by the Mutual, or be of natural wood, white, or black.~~
- ~~3.3 Any required irrigation or landscaping modifications resulting from the door (or required stoop) installation must be performed by the Mutual, at the Mutual Member's expense.~~
- ~~3.4 Address letters shall be placed in plain view, minimum 4 inches in height with a  
— ½ inch stroke; in a contrasting color to the door or the building to the side of or above the door.~~
- ~~3.5 Existing double entry doors may be changed to a single entry door, sidelights are permitted. If the header height is changed, Staff approval is required. If header change is significant, a variance will be required.~~
- ~~3.6 Existing header height must remain unchanged.~~
- ~~3.7 Door frames may not be replaced. Exterior doors shall only be allowed in existing openings. For existing openings wider than 36", doors with accompanying sidelights may be used.~~

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## **STANDARD 11: DOORS; EXTERIOR**

JUNE 1999

REVISED NOVEMBER 2003, RESOLUTION 01-03-152

REVISED FEBRUARY 2007, RESOLUTION 01-07-18

REVISED FEBRUARY 2008, RESOLUTION 01-08-18

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

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

REVISED JULY 2018, RESOLUTION 01-18-84

REVISED [DATE], RESOLUTION 01-24-XX

### **1.0 GENERAL REQUIREMENTS**

See Standard 1: General Requirements

### **2.0 DOOR TYPES**

- 2.1 All doors shall be of solid core 1-1/2" minimum thickness and rated for exterior use. Materials shall be of wood, fiberglass, steel, aluminum or vinyl clad composite.
- 2.2 Dutch doors, French doors, and double door conversions to single doors, with or without sidelights, are allowed in an area that faces into a patio or courtyard surrounded by walls, or is more than 25 feet away from other front doors.
- 2.3 Glass in entry doors and other modern designs may be allowed subject to Manor Alterations review for compliance with mutual architectural standards.
- 2.4 Security/screen door additions are acceptable. Finish to match main door.

### **3.0 DOOR HARDWARE**

- 3.1 All door hardware to be rated for exterior use.
- 3.2 Hardware finish to match adjacent doors in the immediate community.

### **4.0 DOOR FINISH**

- 4.1 Painted finishes of doors and trim to match the mutual approved paint schemes for building body, trim, or approved accent colors. A white finish is also an acceptable alternate.

4.2 Stained finishes must blend with or complement existing building trim.

## 5.0 APPLICATIONS

5.1 Recommended entry door openings shall be a minimum of 36 inches in width, but in no case shall be less than current building codes.

### 5.2 Door Opening Modifications

- A. Existing double entry doors may be changed to a single-entry door with sidelights or vice versa within the existing door frame structure.
- B. Any opening modifications that require the removal of the existing door framework – door jambs and header – will require the following:
  - 1. A mutual consent with accompanying plans and details.
    - A. Significant modifications may require a variance, to be determined at the time of mutual consent submittal.
  - 2. Plan review by the City of Laguna Woods Building Department to determine if interior drywall is being disturbed. Asbestos testing may subsequently be required.

5.3 Address letters shall be placed in plain view, minimum 4 inches in height, in a contrasting color to the door or the building and mounted to the side of or above the door.

5.4 Any required irrigation or landscaping modifications resulting from the door (or required landing) installation must be performed by the mutual, at the member's expense.

5.5 Member is responsible for all ongoing maintenance costs when doors or openings are changed by the member.

5.6 All new exterior door locations must exit on to a mutual approved patio or landing. Exiting on to common area is not allowed.



**RESOLUTION 01-24-XX**

**REVISE STANDARD 11: DOORS; EXTERIOR**

**WHEREAS**, the United Laguna Woods Mutual recognizes the need to amend Standards and create new Standards as necessary; and

**WHEREAS**, the Mutual recognizes the need to update and clarify the construction methods and materials of all exterior doors;

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Board of Directors of this Corporation hereby adopts revision and amendments to Standard 11: Doors; Exterior as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, Resolution 01-18-84 adopted August 14, 2018, is hereby superseded and canceled; and

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

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

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**STAFF REPORT**

**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Disciplinary Update Report

**RECOMMENDATION**

Receive and file.

**BACKGROUND**

The Compliance Division is responsible for coordinating the Member-Disciplinary process. Staff prepares a monthly report for the Board that includes, but not limited to, a breakdown of disciplinary cases for the month.

**DISCUSSION**

Below is a breakdown of disciplinary cases for the months of March to May, 2024:

<b>Type of Allegation</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>
Abandoned Vehicle:	5	4	5
Alteration Maintenance:	17	14	15
Alteration Standards:	13	11	14
Animal Nuisance:	27	22	24
Clutter:	141	164	151
<i>Balcony Clutter:</i>	15	27	24
<i>Breezeway Clutter:</i>	21	29	25
<i>Carport Clutter:</i>	48	43	33
<i>Common Area Clutter:</i>	32	35	36
<i>Interior Clutter:</i>	9	9	7
<i>Patio Clutter:</i>	16	21	26
Delinquencies:	27	31	31
Illegal Occupancy:	38	37	42
Landscape:	10	11	14
Maintenance:	26	26	18
Nuisance:	42	34	27
Real Estate Signage:	2	2	2
Smoking Policy:	4	5	3
Traffic Violations:	6	7	7
Vehicle Oil:	2	1	1
<b>Total Number of Cases:</b>	<b>360</b>	<b>369</b>	<b>354</b>

**Prepared By:** Francis Gomez, Operations Manager  
**Reviewed By:** Blessilda Wright, Compliance Supervisor

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United Laguna Woods Mutual  
Maintenance & Construction Committee  
April 24, 2024

**ENDORSEMENT (to Board)**

**Approve Revised Committee Charter**

Mr. Gomez presented the committee charter with suggested changes. The prior version was adopted in 2019 and the suggested edits are intended to streamline the charter without affecting any roles or responsibilities of the committee.

A motion was made and unanimously approved to recommend the United board adopt the revised committee charter.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Maintenance and Construction Committee Charter

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### **RECOMMENDATION**

Approve a resolution revising the United Maintenance and Construction Committee Charter.

### **BACKGROUND**

The current Maintenance and Construction (M&C) Committee Charter (Attachment 1) was approved by the Board of Directors in November 2019.

### **DISCUSSION**

The board periodically reviews the charters for its standing committees to ensure the roles and responsibilities of each committee are consistent with current board policies.

Staff has reviewed the current M&C Committee charter and has prepared suggested revisions for consideration by the board (Attachment 2).

On April 24, 2024, the United M&C Committee met and unanimously voted that the suggested revisions be approved by the board.

### **FINANCIAL ANALYSIS**

There is no financial impact as a result of the recommended charter revisions.

**Prepared By:** Manuel Gomez, Maintenance & Construction Director

### **ATTACHMENTS**

Attachment 1 – Current M&C Committee Charter  
Attachment 2 – Redlined M&C Committee Charter  
Attachment 3 – Draft Revised M&C Committee Charter Resolution 01-24-XX

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**RESOLUTION 01-19-86**  
**UNITED MAINTENANCE AND CONSTRUCTION**  
**COMMITTEE CHARTER**

**WHEREAS**, on January 12, 2010, pursuant to Article VII, Section 1 of the Bylaws, the Board of Directors of this Corporation re-established the Maintenance & Construction Committee as a standing committee; and

**WHEREAS**, on May 9, 2017, pursuant to the Occupancy Agreement, Article 12 and the Bylaws, the Board established the Architectural Control and Standards Committee as a standing committee separate from the M&C Committee; and

**WHEREAS**, the Maintenance and Construction Committee's charter is revised to reflect the current focus of this standing committee.

**NOW THEREFORE BE IT RESOLVED**, November 12, 2019, that the Committee shall maintain a working relationship with the Maintenance & Construction Department of the Managing Agent's organization to ensure that the real property and fixtures owned and managed by United Laguna Woods Mutual are maintained, reconditioned, improved or augmented as necessary or desired to meet the policies established by the Board of Directors, or as required by government agencies that have standing in establishing public policy; and

**RESOLVED FURTHER**, that the Committee shall review maintenance service level requirements during the Business Planning process; and

**RESOLVED FURTHER**, that the Committee shall review budget requirements, service levels, all attendant costs and projected income related to services to be provided by the Maintenance and Construction Department and make necessary recommendations to the Finance Committee and Board of Directors, and

**RESOLVED FURTHER**, that the Committee shall explore and review suggestions for short-term and long-term improvements and cost effective programs within the Mutual, for approval by the Finance Committee and Board of Directors, and

**RESOLVED FURTHER**, that the Committee shall review on a continuing basis long-range plans and needs for building and infrastructure maintenance and, in consultation with appropriate committees, recommend to the Board of Directors appropriate means for achieving such plans and needs; and

**RESOLVED FURTHER**, that the Committee shall review as needed the substance of specifications used for procurement of goods and services for programs under the review of this Committee. The Committee will consult with the Managing Agent regarding award of contracts, as needed.

**RESOLVED FURTHER**, that the Committee shall review all requests for unbudgeted components or programs suggested by the Maintenance & Construction Department, other committees, and recommend appropriate action to the Board of Directors, and

**RESOLVED FURTHER**, that the Committee shall monitor major Operating and Reserve maintenance programs, such as roofing, asphalt maintenance and replacement, external painting, and the like; and

**RESOLVED FURTHER**, that the Committee shall establish building colors palette and determine primary roof, building and trim colors for buildings, as appropriate; updating the palette at least every four years; and

**RESOLVED FURTHER**, that the Committee shall perform such other tasks as may be approved and assigned by the Board of Directors; and

**RESOLVED FURTHER**, that Resolution 01-10-57 adopted March 9, 2010 is hereby superseded and cancelled; and

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

**RESOLUTION ~~01-19-86~~ 01-24-XX**  
**UNITED MAINTENANCE AND CONSTRUCTION**  
**COMMITTEE CHARTER**

**WHEREAS**, on January 12, 2010, pursuant to Article VII, Section 1 of the Bylaws, the Board of Directors of this Corporation re-established the Maintenance & Construction Committee as a standing committee; and

~~**WHEREAS**, on May 9, 2017, pursuant to the Occupancy Agreement, Article 12 and the Bylaws, the Board established the Architectural Control and Standards Committee as a standing committee separate from the M&C Committee; and~~

~~**WHEREAS**, on November 19, 2019, the Board of Directors reviewed and approved a revised Committee charter; and~~

**WHEREAS**, the Maintenance and Construction Committee's charter is periodically revised to reflect the current focus of this standing committee.

**NOW THEREFORE BE IT RESOLVED**, ~~November 12, 2019~~ May 14, 2024, that the Committee shall maintain a working relationship with the Maintenance & Construction Department of the Managing Agent's organization to ensure that the real property and fixtures owned and managed by United Laguna Woods Mutual are maintained, reconditioned, improved or augmented as necessary or desired to meet the policies established by the Board of Directors, or as required by government agencies that have standing in establishing public policy; and

~~**RESOLVED FURTHER**, that the Committee shall review maintenance service level requirements during the Business Planning process; and~~

**RESOLVED FURTHER**, that the Committee shall review budget requirements, service levels, all attendant costs and projected income related to services to be provided by the Maintenance and Construction Department and make necessary recommendations to the Finance Committee and Board of Directors, and

~~**RESOLVED FURTHER**, that the Committee shall explore and review suggestions for short term and long term improvements and cost effective programs within the Mutual, for approval by the Finance Committee and Board of Directors, and~~

**RESOLVED FURTHER**, that the Committee shall review on a continuing basis short-term and long-range plans and needs for building and infrastructure maintenance and, in consultation with appropriate committees, recommend to the Board of Directors appropriate means for achieving such plans and needs; and

~~**RESOLVED FURTHER**, that the Committee shall review as needed the substance of specifications used for procurement of goods and services for programs under the review of this Committee. The Committee will consult with the Managing Agent regarding award of contracts, as needed.~~

~~**RESOLVED FURTHER**, that the Committee shall review all requests for unbudgeted components or programs suggested by the Maintenance & Construction Department, other committees, and recommend appropriate action to the Board of Directors, and~~

**RESOLVED FURTHER**, that the Committee shall monitor major Operating and Reserve maintenance programs, such as roofing, asphalt maintenance and replacement, external painting, and the like; and

**RESOLVED FURTHER**, that the Committee shall establish building colors palette and determine primary roof, building and trim colors for buildings, as appropriate; ~~updating the palette at least every four years;~~ and

**RESOLVED FURTHER**, that the Committee shall perform such other tasks as may be approved and assigned by the Board of Directors; and

**RESOLVED FURTHER**, that Resolution ~~01-10-57~~ 01-19-86 adopted ~~March 9, 2010~~ November 12, 2019 is hereby superseded and cancelled; and

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

**RESOLUTION 01-24-XX**

**UNITED MAINTENANCE AND CONSTRUCTION  
COMMITTEE CHARTER**

**WHEREAS**, on January 12, 2010, pursuant to Article VII, Section 1 of the Bylaws, the Board of Directors of this Corporation re-established the Maintenance & Construction Committee as a standing committee; and

**WHEREAS**, on November 19, 2019, the Board of Directors reviewed and approved a revised Committee charter; and

**WHEREAS**, the Maintenance and Construction Committee's charter is periodically revised to reflect the current focus of this standing committee.

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024, that the Committee shall maintain a working relationship with the Maintenance & Construction Department of the Managing Agent's organization to ensure that the real property and fixtures owned and managed by United Laguna Woods Mutual are maintained, reconditioned, improved or augmented as necessary or desired to meet the policies established by the Board of Directors, or as required by government agencies that have standing in establishing public policy; and

**RESOLVED FURTHER**, that the Committee shall review budget requirements, service levels, all attendant costs and projected income related to services to be provided by the Maintenance and Construction Department and make necessary recommendations to the Finance Committee and Board of Directors, and

**RESOLVED FURTHER**, that the Committee shall review on a continuing basis short-term and long-range plans and needs for building and infrastructure maintenance and, in consultation with appropriate committees, recommend to the Board of Directors appropriate means for achieving such plans and needs; and

**RESOLVED FURTHER**, that the Committee shall monitor major Operating and Reserve maintenance programs, such as roofing, asphalt maintenance and replacement, external painting, and the like; and

**RESOLVED FURTHER**, that the Committee shall establish building colors palette and determine primary roof, building and trim colors for buildings, as appropriate; and

**RESOLVED FURTHER**, that the Committee shall perform such other tasks as may be approved and assigned by the Board of Directors; and

**RESOLVED FURTHER**, that Resolution 01-19-86 adopted November 12, 2019 is hereby superseded and cancelled; and

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

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United Laguna Woods Mutual  
Architectural Control and Standards Committee  
May 16, 2024

**ENDORSEMENT (to Board)**

**Rescind Standard No. 26 – Solariums & Garden Rooms**

Alan Grimshaw, 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 rescinding Standard No. 26 – Solariums & Garden Rooms.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Rescind Standard 26: Solariums & Garden Rooms

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### **RECOMMENDATION**

Approve a resolution to rescind Standard 26: Solariums & Garden Rooms.

### **BACKGROUND**

The ACSC initiated a review of the current Standard 26 (Attachment 1). Standard 26 was last revised in August 2002, via Resolution U-02-110 (Attachment 2).

### **DISCUSSION**

On April 09, 2024, Standard 39: Balcony and Patio Enclosures was reviewed, updated and approved. This Standard 26 in essence covers the same materials and conditions as Standards 39. The only difference being in the names themselves – Solariums and Garden Rooms are referred to as “Enclosures” in Standard 39. In order to avoid duplication and confusion, the recommendation is therefor to eliminate Standard 26.

On May 16, 2024 the ACSC reviewed and voted unanimously to recommend that the Board of Directors approve rescinding Standard 26.

### **FINANCIAL ANALYSIS**

There are no direct added costs for the Mutual.

**Prepared By:** Alan Grimshaw, Manor Alterations Manager

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

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 26: Solariums & Garden Rooms

Attachment 2 – Current Resolution U-02-110

Attachment 3 – Proposed Resolution 01-24-XX

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# UNITED LAGUNA WOODS MUTUAL

## SECTION 26 SOLARIUMS & GARDEN ROOMS

REVISED AUGUST 1999, RESOLUTION U-99-59

REVISED JUNE 2002, RESOLUTION U-02-107

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

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

### 1.0 GENERAL REQUIREMENTS

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

**PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Manor Alterations Department.

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

## **2.0 APPLICATIONS**

- 2.1** All attachments, directly to existing surfaces, shall be properly sealed to prevent damage to Mutual property. Any/all such damage shall become the responsibility of the manor owner, at the time such damage is found. No attachments to balconies above ground level manors are permitted.
- 2.2** Solariums and/or garden room walls will be metal frame and glass only. No "foam", solid or panelized walls.
- 2.3** No part of any track or structure shall be installed on top of carpet.
- 2.4** Patio areas where pre-approved Standard Plans exist to convert the patio into a habitable room addition must follow the approved construction drawings for such a room. Construction drawings approved by variance must be followed in detail.
- 2.5** Covers and enclosures for patios and balconies shall be confined to limited common areas only or, as defined as extended limited common areas.

## **3.0 GENERAL SPECIFICATIONS**

- 3.1** Color options for all solarium and garden room installations are white, almond or bronze. The color of the solarium or garden room on each side of the Building sets color precedence for all future solarium or garden room installations
- 3.2** Downspouts to be painted to match the surface that they may be attached to. Downspouts shall not empty into other patio areas or hinder maintenance/drainage in any way.

## **4.0 SOLARIUMS AND GARDEN ROOMS**

- 4.1** Once a patio has been closed in, the Mutual is no longer responsible for the maintenance or repair of new or existing concrete slab(s) within.

- 4.2 All glass used must be transparent and meet U.B.C. Standards. Solar, tinted, smoke-type plastic film, or spray tint that is applied to the inside glass surface shall be accepted. Foil type film is prohibited. Documentation of such facts must be provided to the VMS Manor Alterations Department and approved before a permit is issued. Acrylic windows are not permitted.
- 4.4 Electrical, plumbing, heating fixtures, or air conditioning units may be added as part of such patio/balcony construction, providing they meet U.B.C. Standards and do not adversely affect existing neighboring residents at the time of installation.
- 4.5 Air conditioning units that exhaust into a patio/ balcony enclosure must be pre-approved by the manufacturer and installer for that type of installation.
- 4.6 Factory-made window screens, properly sized to fit, may be installed in glass enclosures only. Indiscriminate screening, such as merely screening in a patio/balcony, will not be allowed.

**5.0 SOLARIUMS OR GARDEN ROOMS**

- 5.1 The VMS Manor Alterations Department can provide a list of manufacturers whose designs and workmanship have been selected for their quality and to generate a sense of residential rather than commercial ambiance. Owners are urged to include appropriate electrical wiring, shades, ventilation and lighting in their designs.

Owners wishing to consider designs by other than pre-approved manufacturers must submit their request to the United Maintenance and Construction Committee before consummating any commitment for design and/or construction. Approval, followed by United Maintenance and Construction Committee review of completed construction, will provide the basis of eligibility, for that manufacturer, to be added to the pre-approved list.

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**RESOLUTION U-02-110**

**WHEREAS**, the Board of Directors of this Corporation adopted Resolution U-96-62 on May 14, 1996, which approved the United Laguna Hills Mutual Alteration Standards; and

**WHEREAS**, the Board of Directors of this Corporation adopted Resolution U-00-61 on August 8, 2000, amending Section 31, Windows & Window Attachments; and

**WHEREAS**, the Maintenance & Construction Committee has recommended that the Board of Directors further amend the United Laguna Hills Mutual Alteration Standards with suggested changes;

**NOW THEREFORE BE IT RESOLVED**, August 13, 2002, that the Board of Directors of this Corporation hereby approves the revisions Section 31 Windows & Window Attachments, amended July, 2002, as attached to the official minutes of this meeting; and

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

**RESOLVED FURTHER**, that Resolution U-96-62, adopted May 14, 1996 is hereby amended and Resolution U-00-61, adopted August 8, 2000 is hereby superceded and cancelled.

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**RESOLUTION 01-24-XX**

**RESCIND STANDARD 26: SOLARIUMS & GARDEN ROOMS**

**WHEREAS**, the United Laguna Woods Mutual recognizes the need to review standards as necessary; and

**WHEREAS**, the Mutual recently revised the language in Standard 39: Balcony and Patio Enclosures to incorporate identical processes currently contained in Standard 26: Solariums & Garden Rooms; and

**WHEREAS**, the aforementioned integration of procedures would create a duplication of information. The Mutual recognizes the need to rescind Standard: 26 Solariums & Garden Rooms;

**NOW THEREFORE BE IT RESOLVED**, July 9, 2024, the Board of Directors of this Corporation hereby rescinds Standard: 26 Solariums & Garden Rooms as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution U-02-110 adopted August 13, 2002, is hereby canceled; and

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

**JUNE INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.

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United Laguna Woods Mutual  
Architectural Control and Standards Committee  
May 16, 2024

**ENDORSEMENT (to Board)**

**Revision to Standard No. 34 – Awnings**

Alan Grimshaw, 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 Standard No. 34 – Awnings.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Revision to Standard 34: Awnings

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### **RECOMMENDATION**

Approve a resolution to revise Standard 34: Awnings.

### **BACKGROUND**

The ACSC initiated a review of the current Standard 34: Awnings (Attachment 1) and proposed revisions to the Standard intended to bring it up to current industry standards and improved designs. Standard 34 was last revised in August 2013, via Resolution 01-13-140 (Attachment 2).

### **DISCUSSION**

Updates and clarifications were reviewed and undertaken in the following Sections: Definitions added; Building code updates; Finish selections; Maintenance clarifications; Ownership responsibilities.

On May 16, 2024 the ACSC reviewed and voted unanimously to recommend that the Board of Directors approve the revisions to Standard 34.

### **FINANCIAL ANALYSIS**

There are no direct added costs to the Mutual. Any potential landscaping costs incurred by the Mutual will be the responsibility of the Member.

**Prepared By:** Alan Grimshaw, Manor Alterations Manager

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

### **ATTACHMENT(S)**

Attachment 1 – Current Standard 34: Awnings  
Attachment 2 – Current Resolution 01-13-140  
Attachment 3 – Redlined Revised Standard 34: Patio and Balcony Awnings  
Attachment 4 – Final Draft Standard 34: Patio and Balcony Awnings  
Attachment 5 – Proposed Resolution 01-24-XX

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# UNITED LAGUNA WOODS MUTUAL

## Section 34 AWNINGS

OCTOBER 2004, RESOLUTION 01-04-146  
GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104  
REVISED AUGUST 2013, RESOLUTION 01-13-140  
GENERAL REQUIREMENTS REVISED JANUARY 2016, RESOLUTION 01-16-08

### 1.0 GENERAL REQUIREMENTS

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

**USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION**

**RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Mutual Consent for Manor Alterations office.

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

**2.0 APPLICATIONS**

- 2.1** Awnings will only be allowed over patio areas, and on balconies.
- 2.2** No window awnings will be allowed.
- 2.3** All awnings must be retractable.
- 2.4** The selected color of the awning fabric must be a solid light tan or a solid light gray. A fabric sample must be submitted for approval to the Mutual Consent for Manor Alterations Office. If a previously permitted awning currently exists on the building, that awning's color will set the precedent for that building.
- 2.5** Awning fabric must pass the California State Fire Marshall's Test Procedure #804 in which a registration number is received that verifies its' fire resistance.
- 2.6** If the awning is allowed to fall into a state of disrepair or is damaged, it must be removed or replaced at the Mutual Member's expense. The cause of any damage sustained by the awning is irrelevant.
- 2.7** Awnings must not extend beyond the existing patio or balcony perimeter.
- 2.8** Awnings on balconies must span the width of all windows and sliding glass doors which lie above the balcony structure

- 2.9** Awnings on patios must be installed above the top of the standard window height or 6'-8" from ground level, but not exceeding 12" above the window or 7'-8" from ground level.
- 2.10** Awnings on balconies may be attached to the fascia or rafter tails, and consist of a silicone sealant for weather protection. Installation on the roof above the overhang is strictly prohibited.
- 2.11** On patios and on the balconies of Seville style manors, the awning's framework must be lag bolted to the building's wood framing and consist of a silicone sealant for weather protection. Any penetration through the wall must consist of a silicone sealant.
- 2.12** The edges of the awning material must be straight. No scalloped or decorative edges will be allowed.

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**RESOLUTION 01-13-140**

**WHEREAS**, the Board of Directors of this Corporation adopted Resolution U-96-62 on May 14, 1996, which approved the United Laguna Woods Mutual Alteration Standards; and

**WHEREAS**, the Maintenance & Construction Committee has recommended that the Board of Directors further amend the United Laguna Woods Mutual Alteration Standards with suggested changes;

**NOW THEREFORE BE IT RESOLVED**, August 13, 2013, that the Board of Directors of this Corporation hereby approves the revisions of Mutual Alteration Standard Section 34 – Awnings, as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution U-96-62, adopted May 14, 1996 is hereby amended, and Resolution 01-04-146, adopted October 6, 2004 is hereby superseded and cancelled; and

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

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**STANDARD 34: PATIO AND BALCONY AWNINGS**  
 OCTOBER 2024, RESOLUTION 01-04-146  
 REVISED AUGUST 2013, RESOLUTION 01-13-140  
REVISED [DATE], RESOLUTION 01-24-XX

**1.0 GENERAL REQUIREMENTS**

- ~~1.1 **SEE STANDARD 1: GENERAL REQUIREMENTS PERMITS AND FEES:** A Mutual Consent for Manor Alteration is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Manor Alterations office with City permit numbers prior to beginning work.~~
- ~~1.2 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.~~
- ~~1.3 **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.~~
- ~~1.4 **WORK HOURS:** Contractors working for residents at individual manors and in carports are permitted to work from 9:00 AM – 5:00 PM Monday through Friday. No work whatsoever shall be permitted on Saturday and Sunday, and construction is restricted to 6 months out of every 12 months of the year.~~
- ~~1.5 **PLANS:** The Member applying for a Mutual Consent for Manor Alteration(s) shall provide to the Manor Alterations Department a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications and meet current noise abatement codes.~~
- ~~1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor must provide City of Laguna Woods with a copy of all permits.~~

~~required, must have location approved by the Mutual Consent for Manor Alterations office.~~

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

~~1.1 **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.~~

## **2.0 DEFINITIONS**

~~2.1 Patio: A defined open outdoor space – paved and or landscaped – that adjoins the manor at ground level which does not serve as a walkway.~~

~~2.2 Balcony: A platform that projects from the second-floor manor wall and is enclosed by a parapet or railing.~~

~~1.82.3 Awning: An architectural projection that provides weather protection or decoration and is wholly supported by the building. It is fully open on three sides. Structural components are lightweight over which a covering is attached. An awning can be fixed or retractable.~~

### **2.03.0 APPLICATIONS**

~~3.1 Awnings will only be allowed over patio areas, and on balconies. All plans must include any and all architectural or engineering details when submitted to Manor Alterations for review.~~

~~2.1a. All awnings must be compliant with state and local building codes.~~

~~2.23.2 No window awnings will be allowed. Building permit requirements are to be verified with the City of Laguna Woods Building Department.~~

~~2.33.3 All awnings must be retractable. Awnings will only be allowed directly over patio and or balcony areas.~~

~~2.43.4 The selected color of the awning fabric must be a solid light tan or a solid light gray. A fabric sample must be submitted for approval to the Mutual Consent for Manor Alterations Office. If a previously permitted awning currently exists on the building, that awning's color will set the precedent for that building. Alterations to existing roof structures are not allowed.~~

~~2.53.5 Awning fabric must pass the California State Fire Marshal's Test # 13c~~



Procedure #804 in which a registration number is received that verifies its' fire resistance. Awning framework and or materials shall not interfere with any existing building guttering and drainage systems.

3.6 If the awning is allowed to fall into a state of disrepair or is damaged, it must be removed or replaced at the Mutual Member's expense. The cause of any damage sustained by the awning is irrelevant. Awning cover materials may be fabric or rigid and shall meet all local, state and federal requirements.

2.6a. All fabric selections must be flame resistant or flame retardant and pass the California State Fire Marshal Test.

2.73.7 Awnings must not extend beyond the existing patio or balcony perimeter. Color finish options for awning framing and cover materials shall conform to or compliment the United Laguna Woods Mutual Exterior Color Groups A through G corresponding to the geographical area in which the manor is located.

2.83.8 Awnings on balconies must span the width of all windows and sliding glass doors which lie above the balcony structure. The edges of the awning material must be straight. No scalloped or decorative edges allowed.

3.9 Awnings on patios must be installed above the top of the standard window height or 6'-8" from ground level, but not exceeding 12" above the window or 7'-8" from ground level. The member is responsible for proper, on-going maintenance of the awning and must not allow the awning to remain in a state of disrepair.

2.9a. A state of disrepair is subject to mutual inspection and removal at members expense.

3.10 Awnings on balconies may be attached to the fascia or rafter tails, and consist of a silicone sealant for weather protection. Installation on the roof above the overhang is strictly prohibited. Should removal of the awning become necessary for building maintenance, the member is responsible for all removal and reinstallation costs.

#### 4.0 PATIO

4.1 Awnings shall cover the entire length of the patio and may extend up to but not beyond the defined patio area.

4.2 In cases where a ground floor manor has a balcony directly above the patio area, awnings will be allowed only as an extension of the balcony above. All necessary architectural and or engineering documents to be included with mutual consent submittal.

4.3 Awning attachment to building details are subject to review by Manor

Alterations.

**5.0 BALCONY**

5.1 Awnings shall cover the entire length of the balcony and may extend up to but not beyond the balcony parapet or railing.

5.2 Awning attachment to building details are subject to review by Manor Alterations.

~~2.10-~~

~~2.11 On patios and on the balconies of Seville style manors, the awning's framework must be lag bolted to the building's wood framing and consist of a silicone sealant for weather protection. Any penetration through the wall must consist of a silicone sealant.~~

~~2.12 The edges of the awning material must be straight. No scalloped or decorative edges will be allowed.~~



**STANDARD 34: PATIO AND BALCONY AWNINGS**  
 OCTOBER 2024, RESOLUTION 01-04-146  
 REVISED AUGUST 2013, RESOLUTION 01-13-140  
 REVISED [DATE], RESOLUTION 01-24-XX

**1.0 GENERAL REQUIREMENTS**

**1.1 SEE STANDARD 1: GENERAL REQUIREMENTS**

**2.0 DEFINITIONS**

- 2.1** Patio: A defined open outdoor space – paved and or landscaped – that adjoins the manor at ground level which does not serve as a walkway.
- 2.2** Balcony: A platform that projects from the second-floor manor wall and is enclosed by a parapet or railing.
- 2.3** Awning: An architectural projection that provides weather protection or decoration and is wholly supported by the building. It is fully open on three sides. Structural components are lightweight over which a covering is attached. An awning can be fixed or retractable.

**3.0 APPLICATIONS**

- 3.1** All plans must include any and all architectural or engineering details when submitted to Manor Alterations for review.
- a. All awnings must be compliant with state and local building codes.
- 3.2** Building permit requirements are to be verified with the City of Laguna Woods Building Department.
- 3.3** Awnings will only be allowed directly over patio and or balcony areas.
- 3.4** Alterations to existing roof structures are not allowed.
- 3.5** Awning framework and or materials shall not interfere with any existing building guttering and drainage systems.
- 3.6** Awning cover materials may be fabric or rigid and shall meet all local, state and federal requirements.
- a. All fabric selections must be flame resistant or flame retardant and pass the California State Fire Marshal Test.
- 3.7** Color finish options for awning framing and cover materials shall conform to or compliment the United Laguna Woods Mutual Exterior

Color Groups A through G corresponding to the geographical area in which the manor is located.

- 3.8 The edges of the awning material must be straight. No scalloped or decorative edges allowed.
- 3.9 The member is responsible for proper, on-going maintenance of the awning and must not allow the awning to remain in a state of disrepair.
  - a. A state of disrepair is subject to mutual inspection and removal at members expense.
- 3.10 Should removal of the awning become necessary for building maintenance, the member is responsible for all removal and reinstallation costs.

#### 4.0 **PATIO**

- 4.1 Awnings shall cover the entire length of the patio and may extend up to but not beyond the defined patio area.
- 4.2 In cases where a ground floor manor has a balcony directly above the patio area, awnings will be allowed only as an extension of the balcony above. All necessary architectural and or engineering documents to be included with mutual consent submittal.
- 4.3 Awning attachment to building details are subject to review by Manor Alterations.

#### 5.0 **BALCONY**

- 5.1 Awnings shall cover the entire length of the balcony and may extend up to but not beyond the balcony parapet or railing.
- 5.2 Awning attachment to building details are subject to review by Manor Alterations.



**RESOLUTION 01-24-XX**

**REVISE STANDARD 34: PATIO AND BALCONY AWNINGS**

**WHEREAS**, the United Laguna Woods Mutual recognizes the need to amend standards and create new standards as necessary; and

**WHEREAS**, the Mutual recognized the need to revise Standard: 34 Awnings;

**NOW THEREFORE BE IT RESOLVED**, July 9, 2024, the Board of Directors of this Corporation hereby adopts revisions and amendments to Standard: 34 Patio and Balcony Awnings as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, Resolution 01-13-140 adopted August 13, 2013, is hereby superseded and canceled; and

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

**JUNE INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.

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## **ENDORSEMENT (to Board)**

### **Discuss and Consider the Revised Committee Charter:**

On November 13, 2012, the Board established a Governing Documents Review Ad Hoc Committee for the purposes of reviewing the governing documents for clarity, legality and current applicability through regularly announced meetings open to members (Resolution 01-12-185).

On July 14, 2015, the Board approved to establish the Ad Hoc as a stand-alone Committee (Resolution 01-15-107).

On December 10, 2019, the Board revised the Committee Charter to define the governing documents and approvals required to contact Corporate Counsel (Attachment 1, Resolution 01-19-105).

On May 16, 2024, the Governing Documents Review Committee reviewed and discussed the revised Committee Charter.

Ms. Francis Gomez, Operations Manager, presented the Revised Committee Charter for the Committee to consider and review. The Committee discussed the matter.

Director Carlson made a motion to approve the revised Committee Charter as presented. Director Kale seconded the motion.

By unanimous consent, the motion passed.

Director Carlson amended original motion to correct a Scribner error. Director Kale seconded the motion.

By unanimous consent, the motion passed.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Governing Documents Review Committee Charter

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### **RECOMMENDATION**

Staff recommends approval of the revised Governing Documents Review Committee Charter.

### **BACKGROUND**

On November 13, 2012, the Board established a Governing Documents Review Ad Hoc Committee for the purposes of reviewing the governing documents for clarity, legality and current applicability through regularly announced meetings open to members (Resolution 01-12-185).

On July 14, 2015, the Board approved to establish the Ad Hoc as a stand-alone Committee (Resolution 01-15-107).

On December 10, 2019, the Board revised the Committee Charter to define the governing documents and approvals required to contact Corporate Counsel (Attachment 1, Resolution 01-19-105).

### **DISCUSSION**

The Committee Charter has been amended to provide additional language.

### **FINANCIAL ANALYSIS**

None.

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

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

### **ATTACHMENT(S)**

Attachment 1: Resolution 01-24-XX: Governing Documents Review Committee Charter-  
Redline Version

Attachment 2: Resolution 01-24-XX: Governing Documents Review Committee Charter-  
Clean Version

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**RESOLUTION ~~01-19-105-01-24-XX~~**

**GOVERNING DOCUMENTS REVIEW COMMITTEE CHARTER**

**RESOLVED**, ~~December 10, 2019~~ [DATE], that the Board of Directors of this Corporation hereby establishes a the Governing Documents Review Committee for the purposes of reviewing the United Laguna Woods Mutual governing documents for clarity, legality and current applicability through monthly meetings open to United Members;

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby assigns the duties and responsibilities of this Committee as follows:

1. Review governing documents including policies, resolution and operating rules ~~for~~ in compliance with applicable laws;
2. Consider conformance, as required, between each governing document with another governing document;
3. Confer, as appropriate, with United Managing Agent;
4. Consult, as appropriate and upon approval of Board President and Committee Chair, with United Corporate Counsel and;
5. Make regular committee progress reports and recommendations to the United Board of Directors regarding proposed revisions to the United governing documents including policies, resolution and operating rules; and
- ~~5.6.~~ Create and recommend new regulations which comply with applicable laws to protect the Corporation and resident health, safety and welfare. and

**RESOLVED FURTHER**, that the Governing Documents Review Committee shall perform such other duties as may be assigned by the Board;

**RESOLVED FURTHER**, that resolution ~~01-15-107~~ 01-19-105 ~~adopted~~ amended ~~July 14, 2015~~ December 10, 2019 is hereby superseded and cancelled.

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**RESOLUTION 01-24-XX**

**GOVERNING DOCUMENTS REVIEW COMMITTEE CHARTER**

**RESOLVED**, June 11, 2024, that the Board of Directors of this Corporation hereby establishes the Governing Documents Review Committee for the purposes of reviewing the United Laguna Woods Mutual governing documents for clarity, legality and current applicability through monthly meetings open to United Members;

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby assigns the duties and responsibilities of this Committee as follows:

1. Review governing documents including policies, resolution and operating rules in compliance with applicable laws;
2. Consider conformance, as required, between each governing document with another governing document;
3. Confer, as appropriate, with United Managing Agent;
4. Consult, as appropriate and upon approval of Board President and Committee Chair, with United Corporate Counsel and;
5. Make regular committee progress reports and recommendations to the United Board of Directors regarding proposed revisions to the United governing documents including policies, resolution and operating rules; and
6. Create and recommend new regulations which comply with applicable laws to protect the Corporation and resident health, safety and welfare.

**RESOLVED FURTHER**, that the Governing Documents Review Committee shall perform such other duties as may be assigned by the Board;

**RESOLVED FURTHER**, that resolution 01-19-105 amended December 10, 2019 is hereby superseded and cancelled.

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**ENDORSEMENT (to Board)**

**2025 Collections and Lien Enforcement Policy**

The 2024 Collection and Lien Enforcement Policy was provided to legal for review which resulted with the following changes;

1. Title updated to "2025"
2. Administrative collection fee increased from \$200 to \$500
3. Assessment late charge increased from \$50.00 to 10 percent of the monthly total basic assessment.

At the May 28, 2024 meeting of the United Finance Committee, a motion was made by Director Tuning to accept and approve the 2025 Collections and Lien Enforcement Policy as recommended. Director Bok seconded. The motion passed unanimously.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** 2025 Collection and Lien Enforcement Policy

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### **RECOMMENDATION**

Staff recommends approval of the proposed 2025 Collection and Lien Enforcement Policy (ATT1).

### **BACKGROUND**

United residents receive a copy of the upcoming year's Collection and Lien Enforcement Policy in accordance with Civil Code 5310(a)(6):

Within 30 – 90 day before the end of its fiscal year, the board shall distribute an annual policy statement that provides the members with information about association policies. The annual policy statement shall include all of the following information:

- (6) The statement of assessment collections policies required by Section 5730.

As part of the review of the Collection and Lien Enforcement Policy, it should be noted that Civil Code Section 5650(b)(1) regulates the amount an association may set for delinquent assessments. Specifically, late fees may not exceed 10% of the delinquent assessment.

### **DISCUSSION**

Per staff research and confirmation from United's legal counsel, there have been no law changes affecting assessment collection policies. Therefore, the content of the policy remains consistent with the 2024 Collection and Lien Enforcement Policy with three exceptions. The three changes highlighted in the redline version of the policy (ATT2) are:

- 1) An update of the title from 2024 to 2025
- 2) A recommended increase in the administrative collection fee from \$200 to \$500
- 3) A recommended increase in the assessment late charge from \$50.00 to 10% of the monthly total basic assessment

### **FINANCIAL ANALYSIS**

On average, United submits 4 delinquent accounts for collections per month and has approximately 120 late charges. An adoption of the increased administrative collection fee of \$300 (\$500 - \$200) would equal an estimated \$14,400 of additional revenue annually to offset the costs associated with collection activities. As the 2025 Business Plan will not be approved until September 2024, staff estimates an adoption of the 10% late fee would contribute additional annual revenue of between \$23,000 to \$38,500, assuming a monthly assessment of between \$663.98 and \$768.00.

**Prepared By:** Steve Hormuth, Director of Financial Services

**Reviewed By:** Pam Jensen, Controller

**Attachments:**

ATT1: 2025 Collection and Lien Enforcement Policy (Redline)

ATT2: 2025 Collection and Lien Enforcement Policy (Clean)

ATT 3: Resolution 01-24-XX



**YEAR ~~2024~~ 2025 COLLECTION AND LIEN ENFORCEMENT  
POLICY AND PROCEDURES FOR ASSESSMENT  
DELINQUENCIES**

**PURPOSE STATEMENT**

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

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

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

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

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

**BASIC POLICIES AND PROCEDURES**

Delinquency reports are made available monthly by United’s managing agent to the Board of United, identifying the delinquent Shareholder, the delinquent amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly

assessments United employs the following collection and lien enforcement procedures. The policies and practices outlined herein shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of United's Board of Directors.

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies. Also following, pursuant to Paragraphs 3, 16 and 22, are United's collection policies and procedures for the collection of fines, fees, and chargeable services charged against Shareholders pursuant to the Governing Documents and current law:

**1. Assessments; Assessments Due Date.** "Carrying Charges" as defined by United's Occupancy Agreement, also referred to as "assessments" in United's Bylaws, are referred to throughout this Policy Statement as "assessments." Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1<sup>st</sup>) day of each month. **It is each Shareholder's responsibility to pay assessments in full each month regardless of whether a billing statement is received.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein. Note that the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials, or as otherwise determined at the discretion of the Board of Directors.

**2. Reminder Notice; Administrative Collection Fee.** If Assessments are not received by United on or before the close of business on the sixteenth (16<sup>th</sup>) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15<sup>th</sup>) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of ~~Two~~ Five Hundred Dollars (~~\$200~~500) (the "Administrative Collection Fee"), which is charged by United's managing agent to cover staff's costs to prepare the files for delivery to United's collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. This Administrative Collection Fee may be increased by majority vote of United's Board, and may be collected by United's collection agent on United's behalf, and remitted to United's managing agent, or may be directly collected by United's managing agent. IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Shareholders first.

class mail addressed to the Shareholder or the Shareholder's designee at his or her address as shown on the books and records of United unless otherwise required by law. However, it is the Shareholder's responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder's mailing address.

**3. Late Charges; Interest.** Assessments not received by the sixteenth (16<sup>th</sup>) day of the month will incur a late fee in ~~the an~~ amount equal to ten percent (10%) of the delinquent assessment of Fifty Dollars (\$50.00), ~~which amount is~~ consistent with statutory authority. Further, both state law and United's governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder's delinquent account is referred to United's collection agent for collections. Non-assessment fines, fees and chargeable services are also subject to late charges and interest.

**4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder.** If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of, among other things required by law, the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR") and the right to request debt validation. Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a pre-lien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.

**5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest.** If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, or, otherwise, requests to validate the debt in which case the collection process will be placed on hold in order to validate the debt, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If

United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation, judicial or non-judicial foreclosure (Civil Code Section 5700).

**6. Enforcement of a Lien.** United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED. A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien, United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

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

**7. Inspection of Books and Records.** A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, *et seq.*

**8. Application of Payments.** Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.

**9. Account Sent to United's Collection Agent In Error.** In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.

**10. Payment Under Protest.** A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

**11. Right to Dispute the Debt.** A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to United pursuant to Civil Code Section 5900 *et seq.* A dispute, by itself, will not impede United's ability to record a lien.

**12. Right to Request Internal Dispute Resolution ("IDR").** Pursuant to Civil Code Section 5670, prior to recording a lien, United offers to Shareholders, and if so requested by a Shareholder, participation in internal dispute resolution ("IDR") pursuant to United's "meet and confer" program.

**13. Right to Request Alternative Dispute Resolution ("ADR").** A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.

**14. Right to Request Debt Validation.** Under the Fair Debt Collection Practices Act ("FDCPA"), a Shareholder may request that United and/or its collection agent send the Shareholder proof that the debt sought to be recovered is valid, that the Shareholder lawfully owes the debt, and that United and/or its collection agent has the right to collect the debt.

**15. Payment Plan Requests.** Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period in addition to a \$50 one-time setup fee. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved.

**16. Termination of Shareholder's Rights under Occupancy Agreement.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United (such as duly levied and imposed assessments, fines, fees and chargeable services, and any associated late charges and interest), or to pursue any other discipline set forth in United's governing documents.

including but not limited to a termination of the Shareholder's rights under the Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.

**17. Release of Lien.** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

**18. No Right of Offset.** There is no right of offset. Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation.

**19. Returned Checks.** United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

**20. Additional Mailing Addresses.** Shareholders have the right to provide a secondary address to United for mailing of an additional copy of notices and other correspondence related to collection of delinquent assessments. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.

**21. Charges Subject to Change.** All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.

**22. Notice and Hearing Prior to Suspension of Shareholder Privileges.** Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, and duly imposed fines, fees and chargeable services, and associated late charges and interest, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest (i.e., the manor).

When the Board is to meet in executive session to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guests, **Agenda Item # 13f**



Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).) The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting.

**23. Overnight Payments.** The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.

**24. Annual Notice to Members.** United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.

**25. No limitations.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

**BOARD OF DIRECTORS  
UNITED LAGUNA WOODS MUTUAL**

## ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay Association (United) assessments may result in the loss of a shareholder's property (leasehold interest in a Unit as evidenced by a stock certificate) through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right, but not the obligation, to terminate the shareholder's stock certificate, which may result in the eviction of the occupants of the Unit.

For liens recorded on and after January 1, 2006, the Association (United) may not use judicial or nonjudicial foreclosure to enforce the lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than One Thousand Eight Hundred Dollars (\$1,800). For delinquent assessments or carrying charges in excess of One Thousand Eight Hundred Dollars (\$1,800) or more than 12 months delinquent, the Association (United) may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the Association (United) records a lien against the shareholder's separate interest. The shareholder's separate interest (a leasehold interest in a Unit as evidenced by a stock certificate) may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right but not the obligation to terminate the shareholder's stock certificate pursuant to the procedures set forth in the governing documents, including without limitation, the Bylaws and Occupancy Agreement, which may result in the eviction of the occupants of the Unit by an unlawful detainer action or other proceedings which may apply to the eviction of tenants.

In a judicial or nonjudicial foreclosure, the Association (United) may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association (United) may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a shareholder or a shareholder's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The Association (United) must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the Association (United) fails to follow these requirements, it may not record a lien against the shareholder's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association (United). (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate), the Association (United) must provide the shareholder with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the shareholder. A shareholder has a right to review the Association's (United's) records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide a shareholder with certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the Association (United) may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## PAYMENTS

When a shareholder makes a payment, he or she may request a receipt, and the Association (United) is required to provide it. On the receipt, the Association (United) must indicate the date of payment and the person who received it. The Association (United) must inform shareholders of a mailing address for overnight payments. (Section 5655 of the Civil Code)

A shareholder may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association (United), including, but not limited to, a monthly carrying charge, assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

A shareholder may dispute an assessment debt by submitting a written request for dispute resolution to the Association (United) as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil

Code. In addition, an Association (United) may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the shareholder. Binding arbitration shall not be available if the Association (United) intends to initiate a judicial foreclosure.

A shareholder is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

A shareholder of a separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) that is not a timeshare may request the Association (United) to consider a payment plan to satisfy a delinquent assessment. The Association (United) must inform shareholders of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The Board of Directors must meet with a shareholder who makes a proper written request for a meeting to discuss a payment plan when the shareholder has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the Association (United), if they exist. (Section 5665 of the Civil Code)



## **YEAR 2025 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES**

### **PURPOSE STATEMENT**

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

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

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

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

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

### **BASIC POLICIES AND PROCEDURES**

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

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

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies. Also following, pursuant to Paragraphs 3, 16 and 22, are United's collection policies and procedures for the collection of fines, fees, and chargeable services charged against Shareholders pursuant to the Governing Documents and current law:

**1. Assessments; Assessments Due Date.** "Carrying Charges" as defined by United's Occupancy Agreement, also referred to as "assessments" in United's Bylaws, are referred to throughout this Policy Statement as "assessments." Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1<sup>st</sup>) day of each month. **It is each Shareholder's responsibility to pay assessments in full each month regardless of whether a billing statement is received.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein. Note that the obligation to pay assessments shall not be relieved or modified by the temporary closure and/or modified availability of common area facilities and amenities, absent a moratorium or mandate from state officials, or as otherwise determined at the discretion of the Board of Directors.

**2. Reminder Notice; Administrative Collection Fee.** If Assessments are not received by United on or before the close of business on the sixteenth (16<sup>th</sup>) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15<sup>th</sup>) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of Five Hundred Dollars (\$500) (the "Administrative Collection Fee"), which is charged by United's managing agent to cover staff's costs to prepare the files for delivery to United's collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. This Administrative Collection Fee may be increased by majority vote of United's Board, and may be collected by United's collection agent on United's behalf, and remitted to United's managing agent, or may be directly collected by United's managing agent. IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE. All notices or invoices for assessments will be sent to Shareholders by first-class mail addressed to the Shareholder or the Shareholder's designee at his or her address as **Agenda Item # 13f**

books and records of United unless otherwise required by law. However, it is the Shareholder's responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder's mailing address.

**3. Late Charges; Interest.** Assessments not received by the sixteenth (16<sup>th</sup>) day of the month will incur a late fee in an amount equal to ten percent (10%) of the delinquent assessment, consistent with statutory authority. Further, both state law and United's governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder's delinquent account is referred to United's collection agent for collections. Non-assessment fines, fees and chargeable services are also subject to late charges and interest.

**4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder.** If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of, among other things required by law, the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR") and the right to request debt validation. Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a pre-lien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.

**5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest.** If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, or, otherwise, requests to validate the debt in which case the collection process will be placed on hold in order to validate the debt, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing

and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation, judicial or non-judicial foreclosure (Civil Code Section 5700).

**6. Enforcement of a Lien.** United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. **YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED.** A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien, United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

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

**7. Inspection of Books and Records.** A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, *et seq.*

**8. Application of Payments.** Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.

**9. Account Sent to United's Collection Agent In Error.** In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.



**10. Payment Under Protest.** A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

**11. Right to Dispute the Debt.** A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to United pursuant to Civil Code Section 5900 *et seq.* A dispute, by itself, will not impede United's ability to record a lien.

**12. Right to Request Internal Dispute Resolution ("IDR").** Pursuant to Civil Code Section 5670, prior to recording a lien, United offers to Shareholders, and if so requested by a Shareholder, participation in internal dispute resolution ("IDR") pursuant to United's "meet and confer" program.

**13. Right to Request Alternative Dispute Resolution ("ADR").** A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.

**14. Right to Request Debt Validation.** Under the Fair Debt Collection Practices Act ("FDCPA"), a Shareholder may request that United and/or its collection agent send the Shareholder proof that the debt sought to be recovered is valid, that the Shareholder lawfully owes the debt, and that United and/or its collection agent has the right to collect the debt.

**15. Payment Plan Requests.** Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period in addition to a \$50 one-time setup fee. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved.

**16. Termination of Shareholder's Rights under Occupancy Agreement.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United (such as duly levied and imposed assessments, fines, fees and chargeable services, and any associated late charges and interest), or to pursue any other discipline set forth in United's governing documents, including but not limited to a termination of the Shareholder's rights, under the

Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.

**17. Release of Lien.** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

**18. No Right of Offset.** There is no right of offset. Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation.

**19. Returned Checks.** United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

**20. Additional Mailing Addresses.** Shareholders have the right to provide a secondary address to United for mailing of an additional copy of notices and other correspondence related to collection of delinquent assessments. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.

**21. Charges Subject to Change.** All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.

**22. Notice and Hearing Prior to Suspension of Shareholder Privileges.** Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, and duly imposed fines, fees and chargeable services, and associated late charges and interest, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest (i.e., the manor).

When the Board is to meet in executive session to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or first class mail, of the meeting. Agenda item # 13f

delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).) The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting.

**23. Overnight Payments.** The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.

**24. Annual Notice to Members.** United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.

**25. No limitations.** Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

**BOARD OF DIRECTORS  
UNITED LAGUNA WOODS MUTUAL**

## ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay Association (United) assessments may result in the loss of a shareholder's property (leasehold interest in a Unit as evidenced by a stock certificate) through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right, but not the obligation, to terminate the shareholder's stock certificate, which may result in the eviction of the occupants of the Unit.

For liens recorded on and after January 1, 2006, the Association (United) may not use judicial or nonjudicial foreclosure to enforce the lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than One Thousand Eight Hundred Dollars (\$1,800). For delinquent assessments or carrying charges in excess of One Thousand Eight Hundred Dollars (\$1,800) or more than 12 months delinquent, the Association (United) may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the Association (United) records a lien against the shareholder's separate interest. The shareholder's separate interest (a leasehold interest in a Unit as evidenced by a stock certificate) may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) If a shareholder defaults under his or her Occupancy Agreement by failing to pay assessments when due, United also has the right but not the obligation to terminate the shareholder's stock certificate pursuant to the procedures set forth in the governing documents, including without limitation, the Bylaws and Occupancy Agreement, which may result in the eviction of the occupants of the Unit by an unlawful detainer action or other proceedings which may apply to the eviction of tenants.

In a judicial or nonjudicial foreclosure, the Association (United) may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association (United) may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a shareholder or a shareholder's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The Association (United) must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the Association (United) fails to follow these requirements, it may not record a lien against the shareholder's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association (United). (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate), the Association (United) must provide the shareholder with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the shareholder. A shareholder has a right to review the Association's (United's) records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against a shareholder's separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide a shareholder with certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the Association (United) may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## PAYMENTS

When a shareholder makes a payment, he or she may request a receipt, and the Association (United) is required to provide it. On the receipt, the Association (United) must indicate the date of payment and the person who received it. The Association (United) must inform shareholders of a mailing address for overnight payments. (Section 5655 of the Civil Code)

A shareholder may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association (United), including, but not limited to, a monthly carrying charge, assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

A shareholder may dispute an assessment debt by submitting a written request for dispute resolution to the Association (United) as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil

Code. In addition, an Association (United) may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the shareholder. Binding arbitration shall not be available if the Association (United) intends to initiate a judicial foreclosure.

A shareholder is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

A shareholder of a separate interest (the leasehold interest in a Unit as evidenced by a stock certificate) that is not a timeshare may request the Association (United) to consider a payment plan to satisfy a delinquent assessment. The Association (United) must inform shareholders of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The Board of Directors must meet with a shareholder who makes a proper written request for a meeting to discuss a payment plan when the shareholder has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the Association (United), if they exist. (Section 5665 of the Civil Code)



**RESOLUTION 01-24-XX**

**2025 Collection and Lien Enforcement Policy**

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

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

**NOW THEREFORE BE IT RESOLVED**, July 9, 2024, that the Board of Directors hereby adopts the 2025 United Laguna Woods Mutual Collection and Lien Enforcement Policy as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, the policy statement is provided pursuant to the requirements of California Civil Code section 5310(a)(7) and will be distributed to members in November 2024 as part of the Annual Policy Statement; and

**RESOLVED FURTHER**, that Resolution 01-23-71 adopted December 12, 2023 is hereby superseded and canceled on the effective date of January 1, 2025; and

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

**JUNE INITIAL NOTIFICATION:** Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 28-days from the postponement to comply with Civil Code §4360.

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**ENDORSEMENT (to Board)**

**Temporary Borrowing**

At the May 28, 2024 meeting of the United Finance Committee, Steve Hormuth, Director of Financial Services, presented a staff report requesting endorsement of a temporary borrowing in the amount of \$1,000,000 by the Operating Fund from the Reserve Fund. The purpose of the temporary borrowing is to meet cashflow needs resulting from prepayment of property insurance premiums in October 2024. A motion was made and moved by Director Bok to endorse staff's recommendation as presented. Director Tuning seconded. The motion passed unanimously.

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## STAFF REPORT

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**DATE:** June 11, 2024  
**FOR:** Board of Directors  
**SUBJECT:** Temporary Borrowing – Property Insurance

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### **RECOMMENDATION**

Staff recommends the Finance Committee endorse and the Board approve an additional temporary borrowing of \$1,000,000 by the Operating Fund from the Reserve. This temporary borrowing is required to meet cashflow needs resulting from the prepayment of property insurance due in June 2024. Payback of the borrowed monies to the advancing fund is planned for October 2024 but is not to exceed one year from the date of approval.

### **GOVERNING AUTHORITY**

California Civil Code § 5510 Expenditure of Reserve Accounts

- (b) The board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

California Civil Code § 5515 Borrowing from Reserve Accounts

- (a) Notwithstanding Section 5510, the board may authorize the temporary transfer of moneys from a reserve fund to the association's general operating fund to meet short-term cashflow requirements or other expenses, if the board has provided notice of the intent to consider the transfer in a board meeting notice provided pursuant to Section 4920 (Notice of Board Meeting).
- (b) The notice shall include the reasons the transfer is needed, some of the options for repayment, and whether a special assessment may be considered.
- (c) If the board authorizes the transfer, the board shall issue a written finding, recorded in the board's minutes, explaining the reasons that the transfer is needed, and describing when and how the moneys will be repaid to the reserve fund.

- (d) The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, except that the board may, after giving the same notice required for considering a transfer, and, upon making a finding supported by documentation that a temporary delay would be in the best interest of the common interest development, temporarily delay the restoration.

**BACKGROUND**

On April 9, 2024 the United Board of Directors approved a temporary borrowing of \$6.5M from the Reserve Fund to the Operating Fund. These monies were used to pay property taxes of \$7.2M due on April 10<sup>th</sup>. While members contributed two-thirds (four of six months) of property taxes towards the bill from the County Assessor, approximately \$2.4M (May and June 2024) had not yet been collected through assessments. The remaining balance of the \$4.1M (\$6.5M less \$2.4M) was necessary as part of the borrowing due to a prepayment of property insurance of approximately \$5.2M in October 2023.

In March 2024, the United Board of Directors approved changing the property insurance broker and coverage period of October – September to June – May. This change prompts a prepayment of approximately \$5.0M in June for the 12-month coverage period. United is scheduled to receive a \$1.5M refund of premiums for the four-month period of June – September in September 2024.

**DISCUSSION**

As provided for under the header of Governing Authority above, Civil Code §5515(b) requires a statement whether a special assessment will be considered. A special assessment is not being considered / requested as the borrowed funds will be paid back to the reserve through regular assessments from members.

Staff prepared a cash activity forecast (ATT1) from April 2024 through December 2025 illustrating estimated inflows and outflows inclusive of borrowing and repayment activities. Per ATT1, the temporary borrowing of both the \$6.5M approved in April 2024 and the additional requested borrowing of \$1.0M herein is scheduled to be fully repaid by the end of October 2024.

**FINANCIAL ANALYSIS**

The impact of approving the requested \$1,000,000 additional temporary borrowing will be a total outstanding balance of \$7,500,000. Repayment of the borrowing is scheduled as follows:

	Repayment	Rolling Balance
Balance Due		\$7,500,000
July 2024	(\$2,000,000)	\$5,500,000
August 2024	(\$1,000,000)	\$4,500,000
September 2024	(\$3,500,000)	\$1,000,000
October 2024	(\$1,000,000)	\$0

Included in the April 2024 temporary borrowing of \$6,500,000 was a withdrawal of \$2,500,000 from United’s investment account held by JP Morgan. As noted in ATT1, the \$2,500,000 is

United Laguna Woods Mutual  
Temporary Borrowing – Property Insurance  
May 28, 2024  
Page 3 of 3

scheduled to be returned to the investment account in September 2024.

**Prepared By:** Steve Hormuth, Director of Financial Services

**Reviewed By:** Pam Jensen, Controller

**Attachment(s):**

ATT 1: United Temporary Borrowing: Cash Forecast

ATT 2: Resolution 01-24-XX: Temporary Borrowing

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# Attachment 1

## Operating Account

## Reserve Account

## Borrowing

Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance
<b>4/30/2024</b>		<b>Month End Balance</b>	<b>1,342,760</b>	<b>4/30/2024</b>		<b>Month End Balance</b>	<b>175,200</b>				<b>6,500,000</b>
5/1/2024	(183,357)	Weekly AP Checkrun	1,159,403	5/1/2024	(193,357)	Weekly AP Checkrun	(18,157)				6,500,000
5/8/2024	(39,828)	Weekly AP Checkrun	1,119,575	5/8/2024	(39,828)	Weekly AP Checkrun	(57,985)				6,500,000
5/15/2024	(98,854)	Weekly AP Checkrun	1,020,721	5/15/2024	(98,954)	Weekly AP Checkrun	(156,939)				6,500,000
5/22/2024	(150,000)	Weekly AP Checkrun	870,721	5/22/2024	(100,000)	Weekly AP Checkrun	(256,939)				6,500,000
5/25/2024	1,800,000	Monthly GRF Interco Transfer	2,670,721	5/25/2024	1,082,687	Monthly GRF Interco Transfer	825,748				6,500,000
5/25/2024	400,000	Monthly Transfer from Reserve	3,070,721	5/25/2024	(400,000)	Monthly Transfer to Operating	425,748				6,500,000
5/29/2024	(150,000)	Weekly AP Checkrun	2,920,721	5/29/2024	(100,000)	Weekly AP Checkrun	325,748				6,500,000
5/30/2024	-	Transfer to Pay Borrowing	2,920,721	5/30/2024	-	Transfer to Pay Borrowing	325,748				6,500,000
<b>5/31/2024</b>		<b>Month End Balance</b>	<b>2,920,721</b>	<b>5/31/2024</b>		<b>Month End Balance</b>	<b>325,748</b>				<b>6,500,000</b>
6/5/2024	(150,000)	Weekly AP Checkrun	2,770,721	6/5/2024	(100,000)	Weekly AP Checkrun	225,748				6,500,000
6/12/2024	(150,000)	Weekly AP Checkrun	2,620,721	6/12/2024	(100,000)	Weekly AP Checkrun	125,748				6,500,000
6/19/2024	(150,000)	Weekly AP Checkrun	2,470,721	6/19/2024	(100,000)	Weekly AP Checkrun	25,748				6,500,000
6/25/2024	1,800,000	Monthly GRF Interco Transfer	4,270,721	6/25/2024	1,082,687	Monthly GRF Interco Transfer	1,108,435				6,500,000
6/25/2024	400,000	Monthly Transfer from Reserve	4,670,721	6/25/2024	(400,000)	Monthly Transfer to Operating	708,435				6,500,000
6/26/2024	(150,000)	Weekly AP Checkrun	4,520,721	6/26/2024	(100,000)	Weekly AP Checkrun	608,435				6,500,000
6/30/2024	-	Transfer to Pay Borrowing	4,520,721	6/30/2024	-	Transfer to Pay Borrowing	608,435				6,500,000
6/30/2024	1,000,000	Additional Temporary Borrowing	5,520,721	6/30/2024	(1,000,000)	Additional Temporary Borrowing	(391,565)				7,500,000
6/30/2024	(5,000,000)	Property Insurance Pre-Payment	520,721	6/30/2024			(391,565)				7,500,000
<b>6/30/2024</b>		<b>Month End Balance</b>	<b>520,721</b>	<b>6/30/2024</b>		<b>Month End Balance</b>	<b>(391,565)</b>				<b>7,500,000</b>
7/3/2024	(150,000)	Weekly AP Checkrun	370,721	7/3/2024	(100,000)	Weekly AP Checkrun	(491,565)				7,500,000
7/10/2024	(150,000)	Weekly AP Checkrun	220,721	7/3/2024	1,082,687	Monthly GRF Interco Transfer	591,123				7,500,000
7/17/2024	(150,000)	Weekly AP Checkrun	70,721	7/10/2024	(100,000)	Weekly AP Checkrun	491,123				7,500,000
7/24/2024	(150,000)	Weekly AP Checkrun	(79,279)	7/17/2024	(100,000)	Weekly AP Checkrun	391,123				7,500,000
7/25/2024	1,800,000	Monthly GRF Interco Transfer	1,720,721	7/24/2024	(100,000)	Weekly AP Checkrun	291,123				7,500,000
7/25/2024	(2,000,000)	Transfer to Pay Borrowing	(279,279)	7/25/2024	2,000,000	Transfer to Pay Borrowing	2,291,123				5,500,000
7/25/2024	400,000	Monthly Transfer from Reserve	120,721	7/25/2024	(400,000)	Monthly Transfer to Operating	1,891,123				5,500,000
7/31/2024	(150,000)	Weekly AP Checkrun	(29,279)	7/31/2024	(100,000)	Weekly AP Checkrun	1,791,123				5,500,000
<b>7/31/2024</b>		<b>Month End Balance</b>	<b>(29,279)</b>	<b>7/31/2024</b>		<b>Month End Balance</b>	<b>1,791,123</b>				<b>5,500,000</b>
8/7/2024	(150,000)	Weekly AP Checkrun	(179,279)	8/7/2024	(100,000)	Weekly AP Checkrun	1,691,123				5,500,000
8/14/2024	(150,000)	Weekly AP Checkrun	(329,279)	8/14/2024	(100,000)	Weekly AP Checkrun	1,591,123				5,500,000
8/21/2024	(150,000)	Weekly AP Checkrun	(479,279)	8/21/2024	(100,000)	Weekly AP Checkrun	1,491,123				5,500,000
8/25/2024	1,800,000	Monthly GRF Interco Transfer	1,320,721	8/25/2024	1,082,687	Monthly GRF Interco Transfer	2,573,810				5,500,000
8/25/2024	400,000	Monthly Transfer from Reserve	1,720,721	8/25/2024	(400,000)	Monthly Transfer to Operating	2,173,810				5,500,000
8/28/2024	(150,000)	Weekly AP Checkrun	1,570,721	8/28/2024	(100,000)	Weekly AP Checkrun	2,073,810				5,500,000
8/31/2024	(1,000,000)	Transfer to Pay Borrowing	570,721	8/31/2024	1,000,000	Transfer to Pay Borrowing	3,073,810				4,500,000
<b>8/31/2024</b>		<b>Month End Balance</b>	<b>570,721</b>	<b>8/31/2024</b>		<b>Month End Balance</b>	<b>3,073,810</b>				<b>4,500,000</b>
9/4/2024	(150,000)	Weekly AP Checkrun	420,721	9/4/2024	(100,000)	Weekly AP Checkrun	2,973,810				4,500,000
9/11/2024	(150,000)	Weekly AP Checkrun	270,721	9/11/2024	(100,000)	Weekly AP Checkrun	2,873,810				4,500,000
9/18/2024	(150,000)	Weekly AP Checkrun	120,721	9/18/2024	(100,000)	Weekly AP Checkrun	2,773,810				4,500,000
9/20/2024	1,500,000	Receipt of Property Ins Refund	1,620,721	9/20/2024	(2,500,000)	Return funds to Investments	273,810				4,500,000

Operating Account

Reserve Account

Borrowing

Operating Account				Reserve Account				Borrowing	
Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance	Rolling Balance	Rolling Balance
9/25/2024	1,800,000	Monthly GRF Interco Transfer	3,420,721	9/25/2024	1,082,687	Monthly GRF Interco Transfer	1,356,497	4,500,000	4,500,000
9/25/2024	400,000	Monthly Transfer from Reserve	3,820,721	9/25/2024	(400,000)	Monthly Transfer to Operating	956,497	4,500,000	4,500,000
9/25/2024	(150,000)	Weekly AP Checkrun	3,670,721	9/25/2024	(100,000)	Weekly AP Checkrun	856,497	4,500,000	4,500,000
9/30/2024	(3,500,000)	Transfer to Pay Borrowing	170,721	9/30/2024	3,500,000	Transfer to Pay Borrowing	4,356,497	1,000,000	1,000,000
9/30/2024		<b>Month End Balance</b>	<b>170,721</b>	9/30/2024		<b>Month End Balance</b>	<b>4,356,497</b>	<b>1,000,000</b>	<b>1,000,000</b>
10/2/2024	(150,000)	Weekly AP Checkrun	20,721	10/2/2024	(100,000)	Weekly AP Checkrun	4,256,497	1,000,000	1,000,000
10/9/2024	(150,000)	Weekly AP Checkrun	(129,279)	10/9/2024	(100,000)	Weekly AP Checkrun	4,156,497	1,000,000	1,000,000
10/16/2024	(150,000)	Weekly AP Checkrun	(279,279)	10/16/2024	(100,000)	Weekly AP Checkrun	4,056,497	1,000,000	1,000,000
10/23/2024	(150,000)	Weekly AP Checkrun	(429,279)	10/23/2024	(100,000)	Weekly AP Checkrun	3,956,497	1,000,000	1,000,000
10/25/2024	1,800,000	Monthly GRF Interco Transfer	1,370,721	10/25/2024	1,082,687	Monthly GRF Interco Transfer	5,039,185	1,000,000	1,000,000
10/25/2024	400,000	Monthly Transfer from Reserve	1,770,721	10/25/2024	(400,000)	Monthly Transfer to Operating	4,639,185	1,000,000	1,000,000
10/30/2024	(150,000)	Weekly AP Checkrun	1,620,721	10/30/2024	(100,000)	Weekly AP Checkrun	4,539,185	1,000,000	1,000,000
10/31/2024	(1,000,000)	Transfer to Pay Borrowing	620,721	10/31/2024	1,000,000	Transfer to Pay Borrowing	5,539,185	-	-
10/31/2024		<b>Month End Balance</b>	<b>620,721</b>	10/31/2024		<b>Month End Balance</b>	<b>5,539,185</b>	-	-
11/6/2024	(150,000)	Weekly AP Checkrun	470,721	11/6/2024	(100,000)	Weekly AP Checkrun	5,439,185	-	-
11/13/2024	(150,000)	Weekly AP Checkrun	320,721	11/13/2024	(100,000)	Weekly AP Checkrun	5,339,185	-	-
11/20/2024	(150,000)	Weekly AP Checkrun	170,721	11/20/2024	(100,000)	Weekly AP Checkrun	5,239,185	-	-
11/25/2024	1,800,000	Monthly GRF Interco Transfer	1,970,721	11/25/2024	1,082,687	Monthly GRF Interco Transfer	6,321,872	-	-
11/25/2024	400,000	Monthly Transfer from Reserve	2,370,721	11/25/2024	(400,000)	Monthly Transfer to Operating	5,921,872	-	-
11/27/2024	(150,000)	Weekly AP Checkrun	2,220,721	11/27/2024	(100,000)	Weekly AP Checkrun	5,821,872	-	-
11/30/2024	-	Transfer to Pay Borrowing	2,220,721	11/30/2024	-	Transfer to Pay Borrowing	5,821,872	-	-
11/30/2024		<b>Month End Balance</b>	<b>2,220,721</b>	11/30/2024		<b>Month End Balance</b>	<b>5,821,872</b>	-	-
12/1/2024	5,000,000	Additional Temporary Borrowing	7,220,721	12/1/2024	(5,000,000)	Additional Temporary Borrowing	821,872	5,000,000	5,000,000
12/1/2024	1,800,000	Monthly GRF Interco Transfer	9,020,721	12/1/2024	1,082,687	Monthly GRF Interco Transfer	1,904,559	5,000,000	5,000,000
12/4/2024	(150,000)	Weekly AP Checkrun	8,870,721	12/4/2024	(100,000)	Weekly AP Checkrun	1,804,559	5,000,000	5,000,000
12/4/2024	(7,512,000)	December Property Tax Payment	1,358,721	12/4/2024			1,804,559	5,000,000	5,000,000
12/11/2024	(150,000)	Weekly AP Checkrun	1,208,721	12/11/2024	(100,000)	Weekly AP Checkrun	1,704,559	5,000,000	5,000,000
12/18/2024	(150,000)	Weekly AP Checkrun	1,058,721	12/18/2024	(100,000)	Weekly AP Checkrun	1,604,559	5,000,000	5,000,000
12/25/2024	400,000	Monthly Transfer from Reserve	1,458,721	12/25/2024	(400,000)	Monthly Transfer to Operating	1,204,559	5,000,000	5,000,000
12/25/2024	(150,000)	Weekly AP Checkrun	1,308,721	12/25/2024	(100,000)	Weekly AP Checkrun	1,104,559	5,000,000	5,000,000
12/31/2024	(1,000,000)	Transfer to Pay Borrowing	308,721	12/31/2024	1,000,000	Transfer to Pay Borrowing	2,104,559	4,000,000	4,000,000
12/31/2024		<b>Month End Balance</b>	<b>308,721</b>	12/31/2024		<b>Month End Balance</b>	<b>2,104,559</b>	<b>4,000,000</b>	<b>4,000,000</b>
1/1/2025	(183,357)	Weekly AP Checkrun	125,364	1/1/2025	(193,357)	Weekly AP Checkrun	1,911,202	4,000,000	4,000,000
1/8/2025	(39,828)	Weekly AP Checkrun	85,536	1/8/2025	(39,828)	Weekly AP Checkrun	1,871,374	4,000,000	4,000,000
1/15/2025	(98,854)	Weekly AP Checkrun	(13,318)	1/15/2025	(98,954)	Weekly AP Checkrun	1,772,420	4,000,000	4,000,000
1/22/2025	(150,000)	Weekly AP Checkrun	(163,318)	1/22/2025	(100,000)	Weekly AP Checkrun	1,672,420	4,000,000	4,000,000
1/25/2025	400,000	Monthly Transfer from Reserve	236,682	1/25/2025	(400,000)	Monthly Transfer to Operating	1,272,420	4,000,000	4,000,000
1/25/2025	1,875,000	Monthly GRF Interco Transfer	2,111,682	1/25/2025	1,177,532	Monthly GRF Interco Transfer	2,449,952	4,000,000	4,000,000
1/29/2025	(150,000)	Weekly AP Checkrun	1,961,682	1/29/2025	(100,000)	Weekly AP Checkrun	2,349,952	4,000,000	4,000,000
1/31/2025	(1,000,000)	Transfer to Pay Borrowing	961,682	1/31/2025	1,000,000	Transfer to Pay Borrowing	3,349,952	3,000,000	3,000,000
1/31/2025		<b>Month End Balance</b>	<b>961,682</b>	1/31/2025		<b>Month End Balance</b>	<b>3,349,952</b>	<b>3,000,000</b>	<b>3,000,000</b>
2/5/2025	(150,000)	Weekly AP Checkrun	811,682	2/5/2025	(100,000)	Weekly AP Checkrun	3,249,952	3,000,000	3,000,000



Operating Account

Reserve Account

Borrowing

Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance	Rolling Balance
2/12/2025	(150,000)	Weekly AP Checkrun	661,682	2/12/2025	(100,000)	Weekly AP Checkrun	3,149,952	3,000,000
2/19/2025	(150,000)	Weekly AP Checkrun	511,682	2/19/2025	(100,000)	Weekly AP Checkrun	3,049,952	3,000,000
2/25/2025	400,000	Monthly Transfer from Reserve	911,682	2/25/2025	(400,000)	Monthly Transfer to Operating	2,649,952	3,000,000
2/25/2025	1,875,000	Monthly GRF Interco Transfer	2,786,682	2/25/2025	1,177,532	Monthly GRF Interco Transfer	3,827,484	3,000,000
2/26/2025	(150,000)	Weekly AP Checkrun	2,636,682	2/26/2025	(100,000)	Weekly AP Checkrun	3,727,484	3,000,000
2/28/2025	(2,000,000)	Transfer to Pay Borrowing	636,682	2/28/2025	2,000,000	Transfer to Pay Borrowing	5,727,484	1,000,000
2/28/2025		Month End Balance	636,682	2/28/2025		Month End Balance	5,727,484	1,000,000
3/5/2025	(150,000)	Weekly AP Checkrun	486,682	3/5/2025	(100,000)	Weekly AP Checkrun	5,627,484	1,000,000
3/12/2025	(150,000)	Weekly AP Checkrun	336,682	3/12/2025	(100,000)	Weekly AP Checkrun	5,527,484	1,000,000
3/19/2025	(150,000)	Weekly AP Checkrun	186,682	3/19/2025	(100,000)	Weekly AP Checkrun	5,427,484	1,000,000
3/26/2025	(150,000)	Weekly AP Checkrun	36,682	3/26/2025	(100,000)	Weekly AP Checkrun	5,327,484	1,000,000
3/26/2025	400,000	Monthly Transfer from Reserve	436,682	3/26/2025	(400,000)	Monthly Transfer to Operating	4,927,484	1,000,000
3/26/2025	1,875,000	Monthly GRF Interco Transfer	2,311,682	3/26/2025	1,177,532	Monthly GRF Interco Transfer	6,105,017	1,000,000
3/31/2025	(1,000,000)	Transfer to Pay Borrowing	1,311,682	3/31/2025	1,000,000	Transfer to Pay Borrowing	7,105,017	-
3/31/2025		Month End Balance	1,311,682	3/31/2025		Month End Balance	7,105,017	-
4/2/2025	(150,000)	Weekly AP Checkrun	1,161,682	4/2/2025	(100,000)	Weekly AP Checkrun	7,005,017	-
4/3/2025	400,000	Monthly Transfer from Reserve	1,561,682	4/3/2025	(400,000)	Monthly Transfer to Operating	6,605,017	-
4/3/2025	1,875,000	Monthly GRF Interco Transfer	3,436,682	4/3/2025	1,177,532	Monthly GRF Interco Transfer	7,782,549	-
4/4/2025	5,000,000	Additional Temporary Borrowing	8,436,682	4/4/2025	(5,000,000)	Additional Temporary Borrowing	2,782,549	5,000,000
4/5/2025	(7,512,000)	April Property Tax Payment	924,682	4/5/2025			2,782,549	5,000,000
4/9/2025	(150,000)	Weekly AP Checkrun	774,682	4/9/2025	(100,000)	Weekly AP Checkrun	2,682,549	5,000,000
4/16/2025	(150,000)	Weekly AP Checkrun	624,682	4/16/2025	(100,000)	Weekly AP Checkrun	2,582,549	5,000,000
4/23/2025	(150,000)	Weekly AP Checkrun	474,682	4/23/2025	(100,000)	Weekly AP Checkrun	2,482,549	5,000,000
4/30/2025	(150,000)	Weekly AP Checkrun	324,682	4/30/2025	(100,000)	Weekly AP Checkrun	2,382,549	5,000,000
4/30/2025	-	Transfer to Pay Borrowing	324,682	4/30/2025	-	Transfer to Pay Borrowing	2,382,549	5,000,000
4/30/2025		Month End Balance	324,682	4/30/2025		Month End Balance	2,382,549	5,000,000
5/7/2025	(150,000)	Weekly AP Checkrun	174,682	5/7/2025	(100,000)	Weekly AP Checkrun	2,282,549	5,000,000
5/14/2025	(150,000)	Weekly AP Checkrun	24,682	5/14/2025	(100,000)	Weekly AP Checkrun	2,182,549	5,000,000
5/21/2025	(150,000)	Weekly AP Checkrun	(125,318)	5/21/2025	(100,000)	Weekly AP Checkrun	2,082,549	5,000,000
5/25/2025	400,000	Monthly Transfer from Reserve	274,682	5/25/2025	(400,000)	Monthly Transfer to Operating	1,682,549	5,000,000
5/25/2025	1,875,000	Monthly GRF Interco Transfer	2,149,682	5/25/2025	1,177,532	Monthly GRF Interco Transfer	2,860,081	5,000,000
5/28/2025	(150,000)	Weekly AP Checkrun	1,999,682	5/28/2025	(100,000)	Weekly AP Checkrun	2,760,081	5,000,000
5/31/2025	(1,000,000)	Transfer to Pay Borrowing	999,682	5/31/2025	1,000,000	Transfer to Pay Borrowing	3,760,081	4,000,000
5/31/2025		Month End Balance	999,682	5/31/2025		Month End Balance	3,760,081	4,000,000
6/4/2025	(150,000)	Weekly AP Checkrun	849,682	6/4/2025	(100,000)	Weekly AP Checkrun	3,660,081	4,000,000
6/11/2025	(150,000)	Weekly AP Checkrun	699,682	6/11/2025	(100,000)	Weekly AP Checkrun	3,560,081	4,000,000
6/18/2025	(150,000)	Weekly AP Checkrun	549,682	6/18/2025	(100,000)	Weekly AP Checkrun	3,460,081	4,000,000
6/25/2025	(150,000)	Weekly AP Checkrun	399,682	6/25/2025	(100,000)	Weekly AP Checkrun	3,360,081	4,000,000
6/25/2025	400,000	Monthly Transfer from Reserve	799,682	6/25/2025	(400,000)	Monthly Transfer to Operating	2,960,081	4,000,000
6/25/2025	1,875,000	Monthly GRF Interco Transfer	2,674,682	6/25/2025	1,177,532	Monthly GRF Interco Transfer	4,137,614	4,000,000
6/28/2025	3,000,000	Additional Temporary Borrowing	5,674,682	6/28/2025	(3,000,000)	Additional Temporary Borrowing	1,137,614	7,000,000
6/30/2025	(5,000,000)	Property Insurance Pre-Payment	674,682	6/30/2025			1,137,614	7,000,000

Operating Account

Reserve Account

Borrowing

Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance	Rolling Balance
6/30/2025	-	Transfer to Pay Borrowing	674,682	6/30/2025	-	Transfer to Pay Borrowing	1,137,614	7,000,000
<b>6/30/2025</b>		<b>Month End Balance</b>	<b>674,682</b>	<b>6/30/2025</b>		<b>Month End Balance</b>	<b>1,137,614</b>	<b>7,000,000</b>
7/2/2025	(150,000)	Weekly AP Checkrun	524,682	7/2/2025	(100,000)	Weekly AP Checkrun	1,037,614	7,000,000
7/9/2025	(150,000)	Weekly AP Checkrun	374,682	7/9/2025	(100,000)	Weekly AP Checkrun	937,614	7,000,000
7/16/2025	(150,000)	Weekly AP Checkrun	224,682	7/16/2025	(100,000)	Weekly AP Checkrun	837,614	7,000,000
7/23/2025	(150,000)	Weekly AP Checkrun	74,682	7/23/2025	(100,000)	Weekly AP Checkrun	737,614	7,000,000
7/25/2025	400,000	Monthly Transfer from Reserve	474,682	7/25/2025	(400,000)	Monthly Transfer to Operating	337,614	7,000,000
7/25/2025	1,875,000	Monthly GRF Interco Transfer	2,349,682	7/25/2025	1,177,532	Monthly GRF Interco Transfer	1,515,146	7,000,000
7/30/2025	(150,000)	Weekly AP Checkrun	2,199,682	7/30/2025	(100,000)	Weekly AP Checkrun	1,415,146	7,000,000
7/31/2025	<b>(2,000,000)</b>	<b>Transfer to Pay Borrowing</b>	<b>199,682</b>	7/31/2025	<b>2,000,000</b>	<b>Transfer to Pay Borrowing</b>	<b>3,415,146</b>	<b>5,000,000</b>
<b>7/31/2025</b>		<b>Month End Balance</b>	<b>199,682</b>	<b>7/31/2025</b>		<b>Month End Balance</b>	<b>3,415,146</b>	<b>5,000,000</b>
8/6/2025	(150,000)	Weekly AP Checkrun	49,682	8/6/2025	(100,000)	Weekly AP Checkrun	3,315,146	5,000,000
8/13/2025	(150,000)	Weekly AP Checkrun	(100,318)	8/13/2025	(100,000)	Weekly AP Checkrun	3,215,146	5,000,000
8/20/2025	(150,000)	Weekly AP Checkrun	(250,318)	8/20/2025	(100,000)	Weekly AP Checkrun	3,115,146	5,000,000
8/25/2025	400,000	Monthly Transfer from Reserve	149,682	8/25/2025	(400,000)	Monthly Transfer to Operating	2,715,146	5,000,000
8/25/2025	1,875,000	Monthly GRF Interco Transfer	2,024,682	8/25/2025	1,177,532	Monthly GRF Interco Transfer	3,892,678	5,000,000
8/27/2025	(150,000)	Weekly AP Checkrun	1,874,682	8/27/2025	(100,000)	Weekly AP Checkrun	3,792,678	5,000,000
8/31/2025	<b>(1,500,000)</b>	<b>Transfer to Pay Borrowing</b>	<b>374,682</b>	8/31/2025	<b>1,500,000</b>	<b>Transfer to Pay Borrowing</b>	<b>5,292,678</b>	<b>3,500,000</b>
<b>8/31/2025</b>		<b>Month End Balance</b>	<b>374,682</b>	<b>8/31/2025</b>		<b>Month End Balance</b>	<b>5,292,678</b>	<b>3,500,000</b>
9/3/2025	(150,000)	Weekly AP Checkrun	224,682	9/3/2025	(100,000)	Weekly AP Checkrun	5,192,678	3,500,000
9/10/2025	(150,000)	Weekly AP Checkrun	74,682	9/10/2025	(100,000)	Weekly AP Checkrun	5,092,678	3,500,000
9/17/2025	(150,000)	Weekly AP Checkrun	(75,318)	9/17/2025	(100,000)	Weekly AP Checkrun	4,992,678	3,500,000
9/24/2025	(150,000)	Weekly AP Checkrun	(225,318)	9/24/2025	(100,000)	Weekly AP Checkrun	4,892,678	3,500,000
9/25/2025	400,000	Monthly Transfer from Reserve	174,682	9/25/2025	(400,000)	Monthly Transfer to Operating	4,492,678	3,500,000
9/25/2025	1,875,000	Monthly GRF Interco Transfer	2,049,682	9/25/2025	1,177,532	Monthly GRF Interco Transfer	5,670,210	3,500,000
9/30/2025	<b>(1,500,000)</b>	<b>Transfer to Pay Borrowing</b>	<b>549,682</b>	9/30/2025	<b>1,500,000</b>	<b>Transfer to Pay Borrowing</b>	<b>7,170,210</b>	<b>2,000,000</b>
<b>9/30/2025</b>		<b>Month End Balance</b>	<b>549,682</b>	<b>9/30/2025</b>		<b>Month End Balance</b>	<b>7,170,210</b>	<b>2,000,000</b>
10/1/2025	(150,000)	Weekly AP Checkrun	399,682	10/1/2025	(100,000)	Weekly AP Checkrun	7,070,210	2,000,000
10/8/2025	(150,000)	Weekly AP Checkrun	249,682	10/8/2025	(100,000)	Weekly AP Checkrun	6,970,210	2,000,000
10/15/2025	(150,000)	Weekly AP Checkrun	99,682	10/15/2025	(100,000)	Weekly AP Checkrun	6,870,210	2,000,000
10/22/2025	(150,000)	Weekly AP Checkrun	(50,318)	10/22/2025	(100,000)	Weekly AP Checkrun	6,770,210	2,000,000
10/25/2025	400,000	Monthly Transfer from Reserve	349,682	10/25/2025	(400,000)	Monthly Transfer to Operating	6,370,210	2,000,000
10/25/2025	1,875,000	Monthly GRF Interco Transfer	2,224,682	10/25/2025	1,177,532	Monthly GRF Interco Transfer	7,547,743	2,000,000
10/29/2025	(150,000)	Weekly AP Checkrun	2,074,682	10/29/2025	(100,000)	Weekly AP Checkrun	7,447,743	2,000,000
10/31/2025	<b>(1,000,000)</b>	<b>Transfer to Pay Borrowing</b>	<b>1,074,682</b>	10/31/2025	<b>1,000,000</b>	<b>Transfer to Pay Borrowing</b>	<b>8,447,743</b>	<b>1,000,000</b>
<b>10/31/2025</b>		<b>Month End Balance</b>	<b>1,074,682</b>	<b>10/31/2025</b>		<b>Month End Balance</b>	<b>8,447,743</b>	<b>1,000,000</b>
11/5/2025	(150,000)	Weekly AP Checkrun	924,682	11/5/2025	(100,000)	Weekly AP Checkrun	8,347,743	1,000,000
11/12/2025	(150,000)	Weekly AP Checkrun	774,682	11/12/2025	(100,000)	Weekly AP Checkrun	8,247,743	1,000,000
11/19/2025	(150,000)	Weekly AP Checkrun	624,682	11/19/2025	(100,000)	Weekly AP Checkrun	8,147,743	1,000,000
11/25/2025	400,000	Monthly Transfer from Reserve	1,024,682	11/25/2025	(400,000)	Monthly Transfer to Operating	7,747,743	1,000,000
11/25/2025	1,875,000	Monthly GRF Interco Transfer	2,899,682	11/25/2025	1,177,532	Monthly GRF Interco Transfer	8,925,275	1,000,000
11/26/2025	(150,000)	Weekly AP Checkrun	2,749,682	11/26/2025	(100,000)	Weekly AP Checkrun	8,825,275	1,000,000

# Attachment 1

## Operating Account

Operating Account				Reserve Account				Borrowing	
Date	Amount	Description	Rolling Balance	Date	Amount	Description	Rolling Balance	Rolling Balance	Rolling Balance
11/30/2025	(1,000,000)	Transfer to Pay Borrowing	1,749,682	11/30/2025	1,000,000	Transfer to Pay Borrowing	9,825,275	-	-
<b>11/30/2025</b>		<b>Month End Balance</b>	<b>1,749,682</b>	<b>11/30/2025</b>		<b>Month End Balance</b>	<b>9,825,275</b>	-	-
12/3/2025	(150,000)	Weekly AP Checkrun	1,599,682	12/3/2025	(100,000)	Weekly AP Checkrun	9,725,275	-	-
12/3/2025	1,875,000	Monthly GRF Interco Transfer	3,474,682	12/3/2025	1,177,532	Monthly GRF Interco Transfer	10,902,807	-	-
12/3/2025	5,000,000	Additional Temporary Borrowing	8,474,682	12/3/2025	(5,000,000)	Additional Temporary Borrowing	5,902,807	-	-
12/4/2025	(7,888,000)	December Property Tax Payment	586,682	12/4/2025			5,902,807	-	-
12/10/2025	(150,000)	Weekly AP Checkrun	436,682	12/10/2025	(100,000)	Weekly AP Checkrun	5,802,807	-	-
12/17/2025	(150,000)	Weekly AP Checkrun	286,682	12/17/2025	(100,000)	Weekly AP Checkrun	5,702,807	-	-
12/24/2025	(150,000)	Weekly AP Checkrun	136,682	12/24/2025	(100,000)	Weekly AP Checkrun	5,602,807	-	-
12/25/2025	400,000	Monthly Transfer from Reserve	536,682	12/25/2025	(400,000)	Monthly Transfer to Operating	5,202,807	-	-
12/31/2025	(150,000)	Weekly AP Checkrun	386,682	12/31/2025	(100,000)	Weekly AP Checkrun	5,102,807	-	-
12/31/2025	-	Transfer to Pay Borrowing	<b>386,682</b>	12/31/2025	-	Transfer to Pay Borrowing	<b>5,102,807</b>	-	-
<b>12/31/2025</b>		<b>Month End Balance</b>	<b>386,682</b>	<b>12/31/2025</b>		<b>Month End Balance</b>	<b>5,102,807</b>	-	-

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**RESOLUTION 01-24-XX**

**Temporary Borrowing**

**WHEREAS**, pursuant to Civil Code Section 5515, the Board of Directors may authorize the temporary transfer of moneys from a reserve fund to an Association's operating fund to meet short- term cash-flow requirements or other expenses, if the Board of Directors has provided notice of the intent to consider the transfer in a Board meeting notice provided pursuant to Section 4920; and

**WHEREAS**, the notice required pursuant to Section 4920 has been provided in the agenda for this Board of Directors meeting; and

**WHEREAS**, the Corporation avoided interest and finance charges by prepaying 12 months of property insurance premiums in October 2023 for coverage period of October 2023 through September 2024; and

**WHEREAS**, it has become necessary to temporarily transfer monies from the reserve fund to the operating fund to meet cashflow needs due to timing differences in when property insurance premiums are paid versus when they are collected from residents through monthly assessments; and

**WHEREAS**, the amount of funds needed to be transferred from the operating reserve fund to the reserve fund has been determined to be \$1,000,000 and the repayment of such funds from the operating fund to the reserve fund is anticipated to be more than provided for by future property insurance premiums received from residents and positive cash flow resulting from operations; and

**NOW THEREFORE BE IT RESOLVED**, June 11, 2024 that the transfer of \$1,000,000 as a temporary transfer from the reserve fund to the operating fund for the reasons stated herein, and with the plan to repay no later than one year from this date, is hereby authorized; 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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## Treasurer's Report for June 11, 2024 Board Meeting

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**SLIDE 1** – Through the reporting period of **April 30, 2024**, total revenue for United was \$18.43M compared to expenses of \$17.12M, resulting in net revenue of \$1.31M.

**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 \$43K through the reporting period. This table shows how much of our revenue went into operations, with \$8.39M coming in from assessments and \$601K coming from non-assessment revenue. This is compared to operating expenditures of \$8.95M (without Depreciation).

**SLIDE 3** – This next table takes the full income statement and compares those results to budget. We can see that United ended the period better than budget by \$1.31M when combining all funds.

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

**Employee Compensation \$706K:** Favorable variance resulted primarily from the Landscape and M&C departments due to open positions. Impacted areas include grounds maintenance, irrigation, electrical, plumbing, interior components, and paint. 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.

**Outside Services \$463K:** Favorable variance resulted primarily from M&C due to the timing of work and invoices compared to an even budget spread over 12 months. Impacted programs include roof replacements (PVC cool roofing and composition shingle replacement programs), electrical system replacements, and copper pipe remediation. Roof work is expected to begin mid-year. Work is in progress for the other programs, but began later than anticipated. Additionally, in Landscape, tree maintenance ended the period favorable due to the timing of invoices from the vendor.

**Materials and Supplies \$218K:** Favorable variance primarily from the M&C department due to timing of materials purchases. Impacted areas include interior components and paint. Additionally, the smoke alarm installation program was affected due to the movement of staffing. Due to the change, there is no expense anticipated to be paid out of this job for the rest of the year.

**Fees and Charges to Residents (\$325K):** Unfavorable variance primarily due to the majority of damage restoration backlog cases (approximately 298 out of 314 total cases) being completed in 2023. The remaining cases were completed in 2024.



## Treasurer's Report for June 11, 2024 Board Meeting

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**SLIDE 5** – On this pie chart, we show non-assessment revenues earned to date of \$813K. Revenue is organized by category, starting with our largest revenue generating category: Fees and Charges, followed by Investment Income, Laundry, Lease Processing Fee, Resale Processing Fee, and so forth.

**SLIDE 6** – On this pie chart, we see the expenses to date of \$17.12M, showing that our largest categories of expense are for Property Tax and Employee Compensation followed by Outside Services, Insurance, Utilities, and so forth.

**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 April 30, 2024 was \$1.24M. Contributions collected totaled \$50K with no expenditures to date. The Reserve Fund balance on April 30, 2024 was \$16.50M. Contributions and investment revenue collected totaled \$4.54M while expenditures were \$3.31M.

**SLIDE 9** – We compare this to historical fund balances for the past five years on this chart, which have averaged \$18.7 Million.

**SLIDE 10** – This slide illustrates a schedule of repayment of the temporary borrowing from the Reserve Fund. United continues to keep a close eye on the repayment of borrowed monies to the Reserve Fund and, based on this schedule, plans to pay the balance in full by October 31, 2024.

**SLIDE 11** – We have a slide here to show resale history from 2022 - 2024. Through April 30, 2024, United resales totaled 121, which is 17 resales higher than the prior year for the same time period. The average YTD resale price for a United Mutual manor was \$371K, which is \$44K more than the prior year for the same time period.



# Financial Report

Preliminary as of April 30, 2024



INCOME STATEMENT (in Thousands)	ACTUAL
Assessment Revenue	\$17,619
Non-assessment Revenue	\$813
Total Revenue	\$18,432
Total Expense	\$17,120
Net Revenue/(Expense)	\$1,312

# Financial Report

Preliminary as of April 30, 2024



OPERATING ONLY INCOME STATEMENT <sup>1</sup> (in Thousands)	ACTUAL
Assessment Revenue	\$8,390
Non-assessment Revenue	\$601
Total Revenue	\$8,991
Total Expense <sup>1</sup>	\$8,948
Operating Surplus	\$43

1) Excludes depreciation

# Financial Report

Preliminary as of April 30, 2024



UNITED LAGUNA WOODS  
MUTUAL

INCOME STATEMENT (in Thousands)	ACTUAL	BUDGET	VARIANCE B/(W)
Assessment Revenue	\$17,619	\$17,072	\$547
Non-assessment Revenue	\$813	\$1,187	(\$374)
Total Revenue	\$18,432	\$18,259	\$173
Total Expense	\$17,120	\$18,257	\$1,137
Net Revenue/(Expense)	\$1,312	\$2	\$1,310

# Financial Report

Preliminary as of April 30, 2024



Employee Compensation

**\$706K**

Outside Services

**\$463K**

Materials and Supplies

**\$218K**

Fees and Charges to Residents

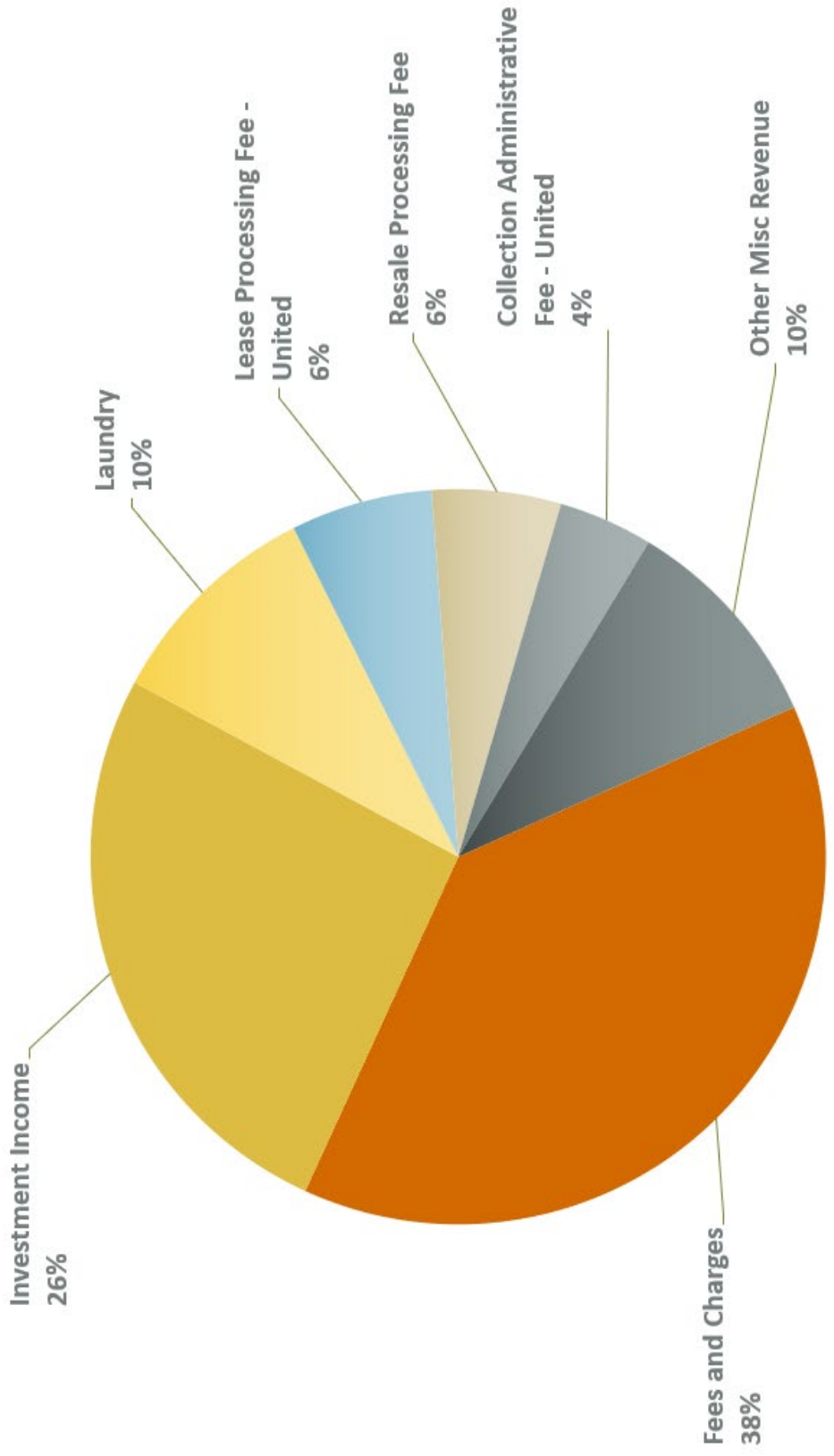
**(\$325K)**

■ Unfavorable ■ Favorable

# Financial Report

Preliminary as of April 30, 2024

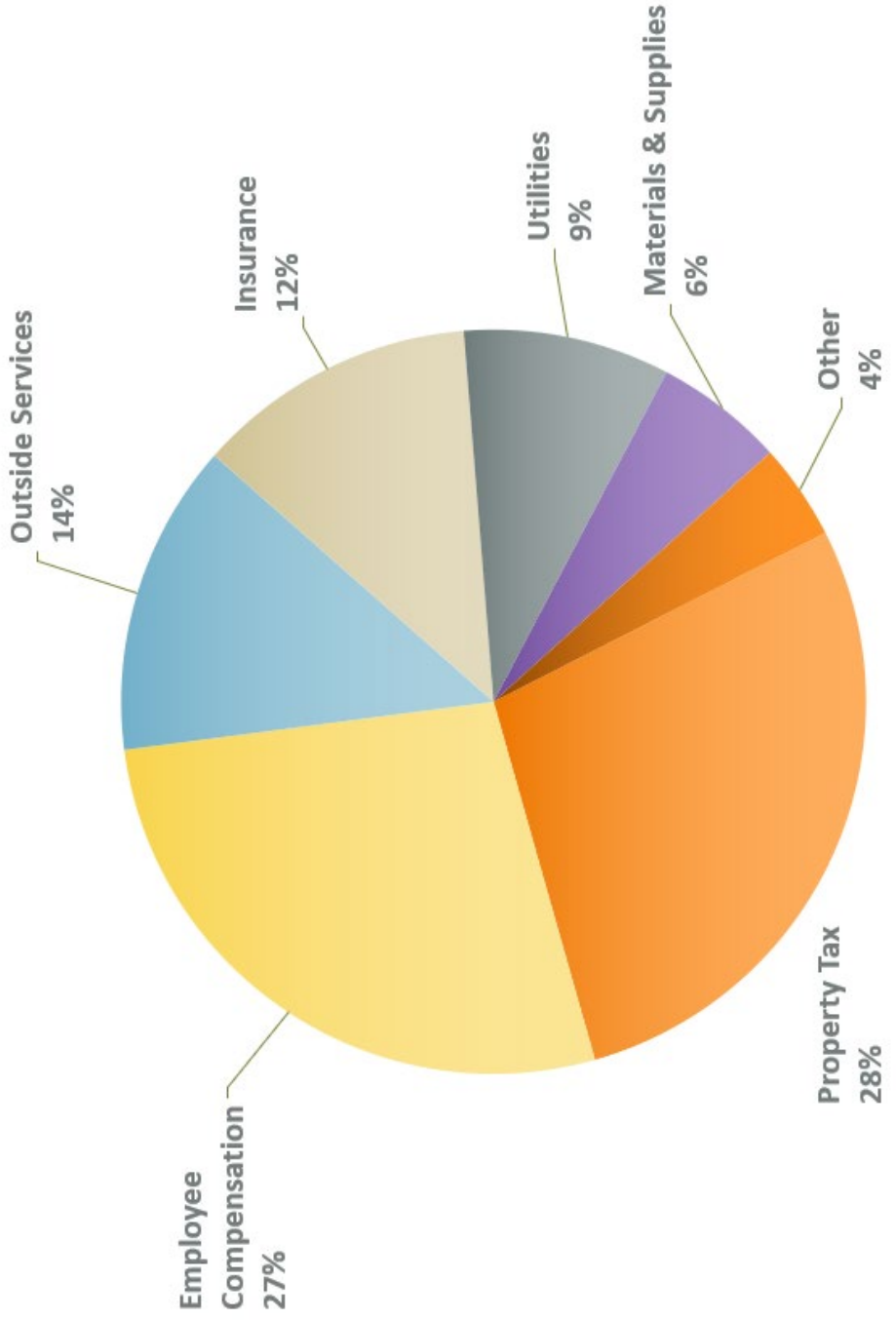
## Total Non Assessment Revenues \$812,865



# Financial Report

Preliminary as of April 30, 2024

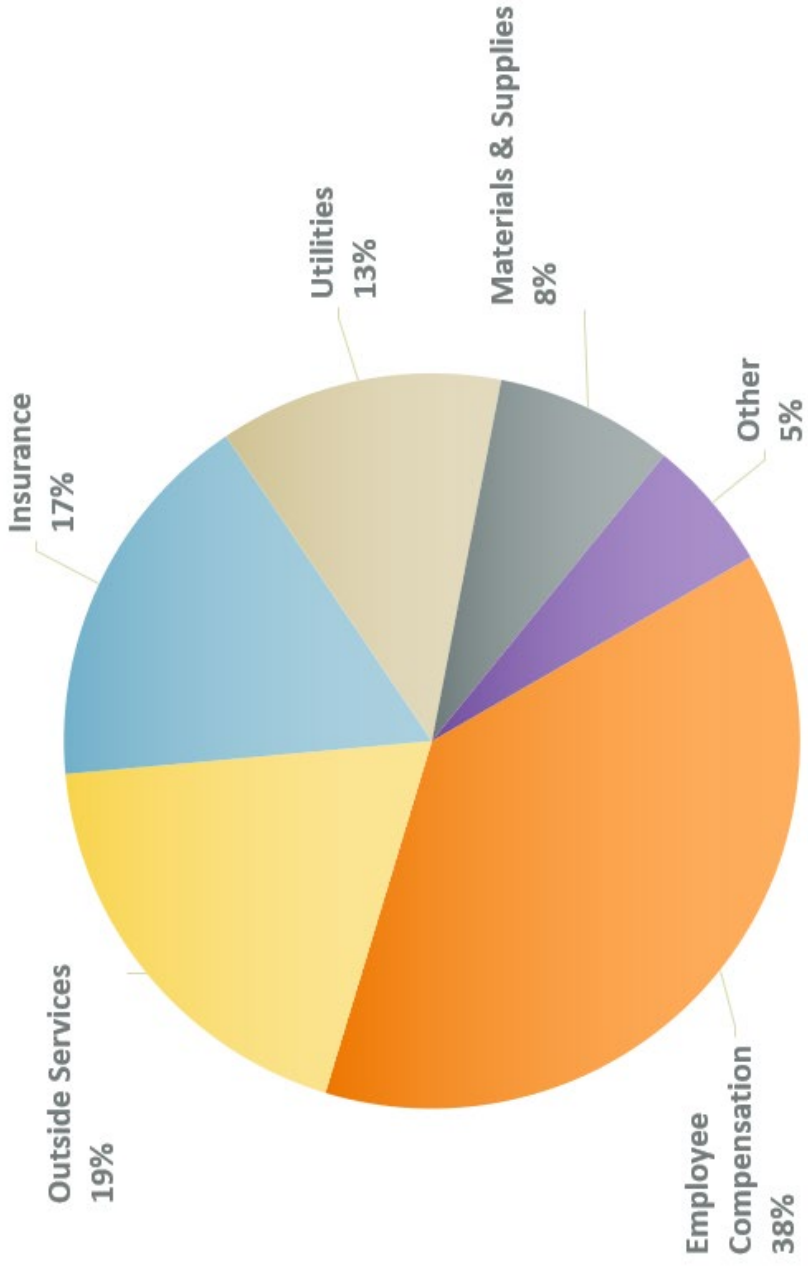
**Total Expenses \$17,119,825**



# Financial Report

Preliminary as of April 30, 2024

## Total Expenses Excluding Property Tax \$12,307,204



# Financial Report

Preliminary as of April 30, 2024



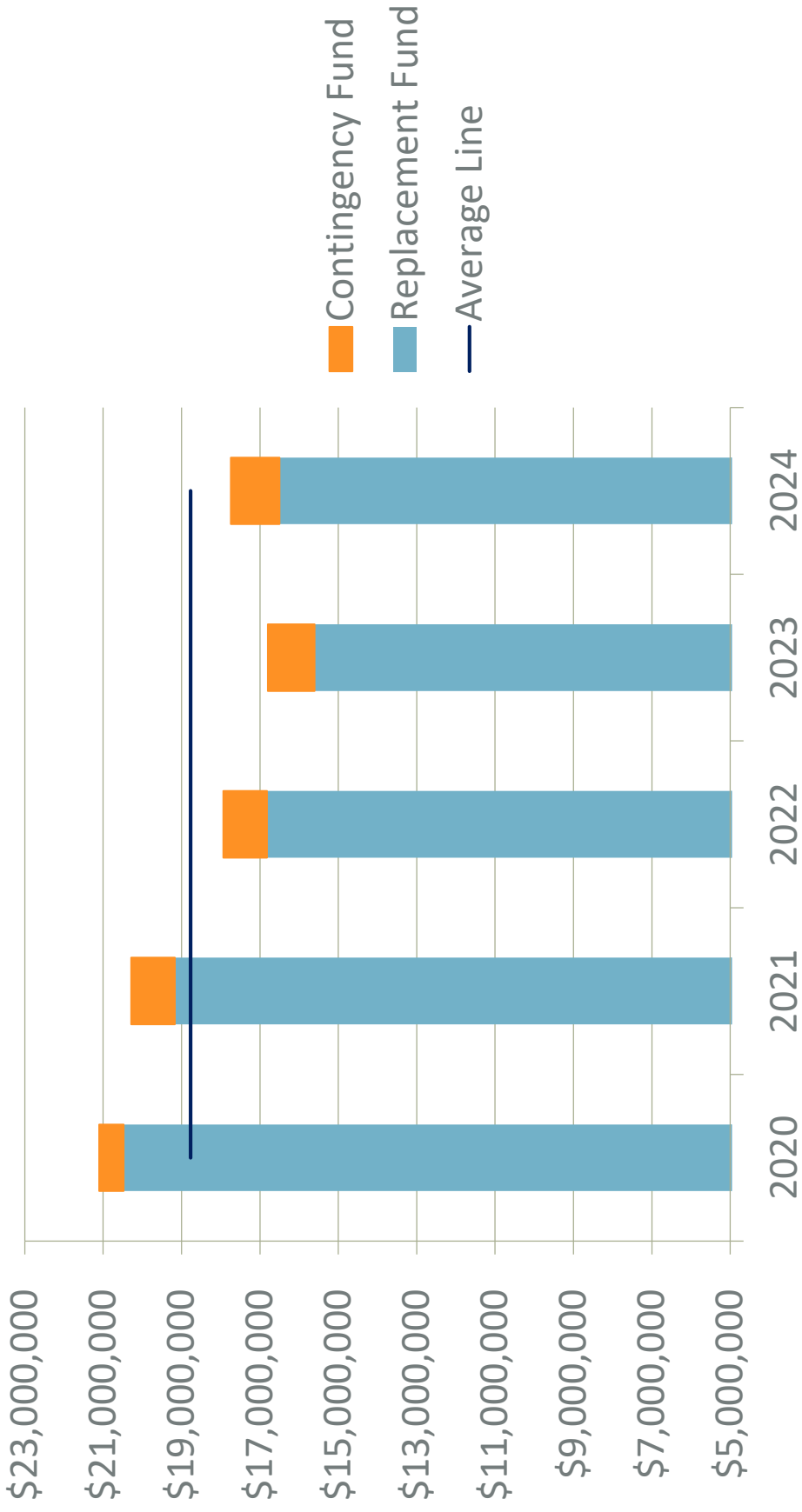
NON-OPERATING FUND BALANCES (in Thousands)	CONTINGENCY	RESERVE
Beginning Balances: 1/1/24	\$1,190	\$15,267
Contributions & Interest	50	4,542
Expenditures	0	3,312
Current Balances: 4/30/24	\$1,240	\$16,497



# Financial Report

Preliminary as of April 30, 2024

## FUND BALANCES – United Mutual



# Financial Report

Preliminary as of April 30, 2024

## Temporary Borrowing – On Track

Period Ending	Outstanding Balance	Planned Installment	Actual Installment
June 11, 2024	\$6,500,000	\$0	-
June 30, 2024*	\$7,500,000	\$0	-
July 31, 2024	\$5,500,000	(\$2,000,000)	-
August 31, 2024	\$4,500,000	(\$1,000,000)	-
September 30, 2024	\$1,000,000	(\$3,500,000)	-
October 31, 2024	-	(\$1,000,000)	-
November 30, 2024	-	-	-
December 31, 2024	-	-	-

\*Additional temporary borrowing of \$1.0M submitted to the Board for approval

# Financial Report

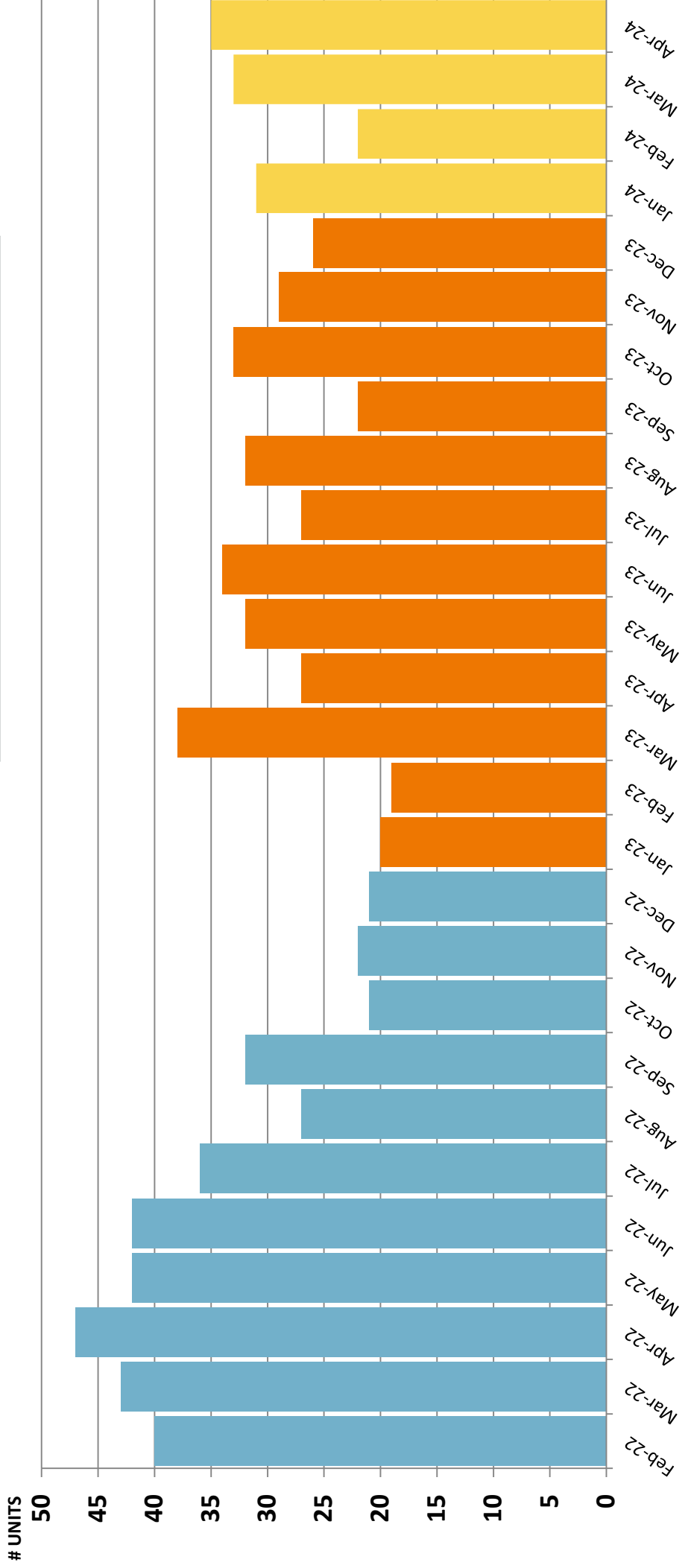
Preliminary as of April 30, 2024

## RESALE HISTORY – United Mutual



UNITED LAGUNA WOODS  
MUTUAL

	NO. OF RESALES	AVG. RESALE PRICE
YTD 2022	168	\$320,833
YTD 2023	104	\$327,383
YTD 2024	121	\$371,425



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

Tuesday, May 28, 2024 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** Mickie Choi Hoe – Chair, Alison Bok, Thomas Tuning

**DIRECTORS ABSENT:** None

**ADVISORS PRESENT:** Ken Benson, Eric Carlson

**STAFF PRESENT:** Steve Hormuth, Jose Campos, Carlos Rojas, Karina Vargas, Ian Barnette, Sandra Spencer, Erika Hernandez, Blake Lefante, Ada Sigler

**OTHERS PRESENT:** United – Ellen Leonard, Nancy Carlson, Georgiana Willis, Sue Quam

**Call to Order**

Director Mickie Choi Hoe, Treasurer, chaired the meeting and called it to order at 1:33 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 the Agenda**

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

**Approval of the Meeting Reports for March 26, 2024 and May 8, 2024**

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

**Chair Remarks**

Director Mickie Choi Hoe provided an overview of the 2025 Maintenance and Construction budget meeting. She also briefly highlighted some concerns previously raised by members about the temporary borrowing from the reserve fund due to the possible change in due dates from property taxes and insurance premiums from October 1<sup>st</sup> to June 1<sup>st</sup>, and how the borrowed funds will be repaid to the reserve.

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

A member inquired if the property tax questions from the March meeting would be addressed. Steve Hormuth, Director of Financial Services, stated the questions would be answered by the end of the current meeting after reviewing the report, or in the next meeting if needed.

A member asked if the results of a previous inquiry would be shared with everyone at the next committee meeting, rather than only with the individual that posed the question. Steve clarified that the analysis results would instead be addressed in the July meeting.

### **Department Head Update**

Steve Hormuth, Director of Financial Services announced the start of United's 2025 Business Plan development. He noted that the United board reviewed the Maintenance and Construction plan on May 23<sup>rd</sup> and the Landscape plan would be reviewed on June 3<sup>rd</sup>. He also provided details of the upcoming 2025 business plan meetings.

Steve Hormuth also provided a brief background for the temporary borrowing and the anticipated repayment date of October 31, 2024.

### **Review Preliminary Financial Statements dated April 30, 2024**

The committee reviewed financial statements for April 30, 2024 and questions were addressed and noted by staff.

### **2025 Approval Collections and Lien Enforcement Policy**

Staff research and legal counsel confirm no law changes affecting assessment collection policies. Thus, the 2025 collection and Lien enforcement policy remains consistent with the 2024 version, however staff recommend the following three changes:

1. Title updated to "2025"
2. Administrative collection fee increased from \$200 to \$500
3. Assessment late charge increased from \$50.00 to 10 percent of the monthly total basic assessment.

Director Tuning moved to approve as recommended, Director Bok seconded, hearing no objection the motion passed unanimously.

### **Temporary Borrowing- Property Insurance**

Steve Hormuth presented a staff report requesting approval of a temporary borrowing in the amount of \$1,000,000 by the Operating Fund from the Reserve to meet cashflow needs resulting from the prepayment of property insurance payment due in June 2024 and the residual effects of prepaying 12 months of insurance planned for October 2024. Director Bok moved to endorse and approve the staff's recommendation as presented. Director Tuning seconded and discussion ensued. The motion passed unanimously and will be presented at the upcoming board meeting.

### **Future Agenda Items**

United Annual Policy Review

- a) Finance Committee Charter
- b) Investments
- c) Temporary Borrowing update
- d) Follow up on March 2024 report inquiries posed by members

### **Committee Member Comments**

None.

### **Date of Next Meeting**

Tuesday, July 30, 2024 at 1:30 p.m.

Report of United Finance Committee Regular Open Meeting

May 28, 2024

Page 3 of 3

**Recessed to Closed Session**

The meeting recessed to closed session at 2:47 p.m.

**DRAFT**

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Mickie Choi Hoe, Chair

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# Monthly Resale Report

PREPARED BY  
**Community Services Department**

MUTUAL  
**United**

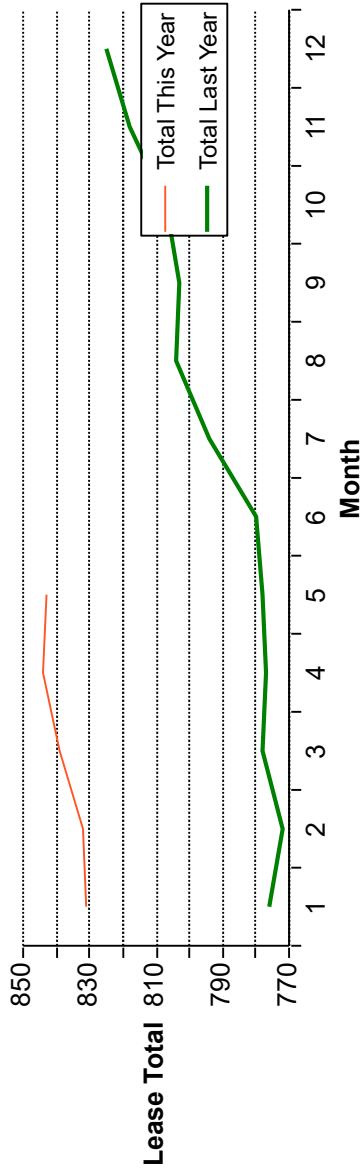
REPORT PERIOD  
**May, 2024**

MONTH	NO. OF RESALES		TOTAL SALES VOLUME IN \$\$		AVG RESALE PRICE	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR
January	31	20	\$11,406,900	\$5,864,000	\$367,965	\$293,200
February	22	19	\$7,804,900	\$6,223,400	\$354,768	\$327,547
March	33	38	\$12,370,400	\$12,609,900	\$374,861	\$331,839
April	35	27	\$13,583,750	\$9,637,487	\$388,107	\$356,944
May	31	32	\$13,174,800	\$11,772,700	\$424,994	\$367,897
June	*	34		* \$11,988,900		* \$352,615
July	*	27		* \$10,599,799		* \$392,585
August	*	32		* \$12,026,800		* \$375,838
September	*	22		* \$7,918,186		* \$359,918
October	*	33		* \$13,198,400		* \$399,952
November	*	30		* \$10,874,388		* \$362,480
December	*	26		* \$9,542,500		* \$367,019
<b>TOTAL</b>	152.00	136.00	\$58,340,750	\$46,107,487		
<b>ALL TOTAL</b>	152.00	340.00	\$58,340,750	\$122,256,460		
<b>MON AVG</b>	30.00	27.00	\$11,668,150	\$9,221,497	\$382,139	\$335,486
<b>% CHANGE - YTD</b>	11.8%		26.5%		13.9%	

% Change calculated (ThisYear - LastYear)/LastYear

\* Amount is excluded from percent calculation

## Monthly Active Leasing Report 2024 Period 5 (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
2024	January	23	25	176	607	831	776	13.1	12.3	0.8	53	19
2024	February	22	29	184	597	832	772	13.2	12.2	1.0	29	28
2024	March	16	27	207	589	839	778	13.3	12.3	1.0	36	27
2024	April	14	25	231	574	844	777	13.3	12.3	1.0	48	44
2024	May	15	21	249	558	843	778	13.3	12.3	1.0	52	44
2024	June					780						
2024	July					794						
2024	August					804						
2024	September					803						
2024	October					807						
2024	November					818						
2024	December					825						



**OPEN MEETING**

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

**Thursday, May 16, 2024 – 9:30 a.m.  
Laguna Woods Village Board Room/Virtual Meeting  
24351 El Toro Road, Laguna Woods, California**

**REPORT**

**COMMITTEE MEMBERS PRESENT:** Maggie Blackwell (Alternate for Anthony Liberatore),  
Ellen Leonard, Sue Quam

**COMMITTEE MEMBERS ABSENT:** Anthony Liberatore – Chair (Excused)

**STAFF PRESENT:** Bart Mejia – Maintenance & Construction Assistant  
Director (In the Audience), Alan Grimshaw – Manor  
Alterations Manager, David Rudge – Inspector II,  
Josh Monroy – Manor Alterations Coordinator

**1. Call Meeting to Order**

Director Blackwell called the meeting to order at 9:31 a.m.

**2. Acknowledgment of Media**

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

**3. Approval of the Agenda**

Hearing no objection, the agenda was approved by unanimous consent.

**4. Approval of the Meeting Report for April 18, 2024**

Hearing no objection, the meeting report was unanimously approved as written.

**5. Chair's Remarks**

Director Blackwell informed members of Chair Liberatore's absence.

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

None.

**7. Division Manager Update**

None.

**8. Consent**

*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.*

a. None.

**9. Variance Requests**

a. 385-C: Variance to Install 2 Ramps (1) Carport Sidewalk to Common Area Sidewalk (2) Common Area Sidewalk to Unit Entry

The variance was introduced by Mr. Rudge. Discussion ensued and staff answered questions from the committee. For this variance staff recommended approval.

One member commented on the variance request and staff responded.

Director Leonard made a motion to table the variance for 90 days pending proof of membership and verification of medical need for the ramps. Director Quam seconded.

Hearing no objection, the motion to table the variance for 90 days pending proof of membership and verification of medical need for the ramps was approved by unanimous consent.

**10. Items for Discussion and Consideration**

a. Rescind Standard 26: Solariums & Garden Rooms

Director Quam made a motion to approve the rescinded standard. Director Leonard seconded.

Hearing no objection, the motion to recommend the rescinded Standard 26: Solariums & Garden Rooms was approved by unanimous consent.

b. Revision to Standard 34: Awnings

Director Quam made a motion to approve the revised standard. Director Leonard seconded.

Hearing no objection, the motion to recommend the revised Standard 34: Awnings was approved by unanimous consent.

**11. Items for Future Agendas**

- Revision to Standard 24: Skylight
- Revision to Standard 36: Ramps

**12. Concluding Business**

a. Committee Member Comments

- All three directors commented that modification requests to units for accessibility should be decided on a case by case basis.
- A member commented on an issue with 2<sup>nd</sup> and 3<sup>rd</sup> story floor members who aren't following proper upkeep of their awnings. The committee informed the member to report any violations to Compliance.

b. Date of Next Meeting: Thursday, June 20, 2024 at 9:30 a.m.

c. Adjournment: The meeting was adjourned at 10:27 a.m.

  
Maggie Blackwell, Director

Anthony Liberatore, Chair  
Alan Grimshaw, Manor Alterations Manager  
Telephone: 949-597-4616

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**OPEN MEETING**

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

Thursday, May 16, 2024 – 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, Nancy Carlson and Vidya Kale  
(Alternate)

MEMBER ABSENT: Anthony Liberatore

ADVISORS PRESENT: Dick Rader and Juanita Skillman

ADVISORS ABSENT: None

STAFF PRESENT: Francis Gomez and Ruby Rojas

**1. CALL TO ORDER**

Maggie Blackwell, Chair, called the meeting to order at 1:32 p.m.

**2. APPROVAL OF THE AGENDA**

The Committee reviewed the agenda.

By unanimous consent, the agenda was approved as presented.

**3. APPROVAL OF REPORTS**

The Committee reviewed the report for April 18, 2024.

Without objection, the report for April 18, 2024 was approved as presented.

**4. CHAIR'S REMARKS**

Chair Blackwell discussed the election restrictions included in the United Laguna Woods Mutual Bylaws. The Chair requested the matter be forwarded to legal counsel for further review. The Committee agreed to consider the matter as a future agenda item.

**5. MEMBER COMMENTS**

Members made comments regarding the election restrictions in the Bylaws to avoid future ambiguity.

## **ITEMS FOR DISCUSSION**

### **6. Revised Committee Charter**

Ms. Francis Gomez, Operations Manager, presented the Revised Committee Charter for the Committee to consider and review. The Committee discussed the matter.

Director Carlson made a motion to approve the revised Committee Charter as presented. Director Kale seconded the motion.

By unanimous consent, the motion passed.

Director Carlson amended original motion to correct a Scribner error. Director Kale seconded the motion.

By unanimous consent, the motion passed.

## **Concluding Business**

### **7. Committee Member Comments**

Director Carlson stressed the importance to adhere and address future agenda items. Advisor Radar suggested the review and consideration of GRF Electric Vehicle and Golf Cart Fees, as well as parking regulations. Chair Blackwell relayed the Finance Committee is the appropriate avenue to consider an updated fee structure and the Traffic Rules are currently on membership review 28-day period.

### **8. Future Agenda Items**

- a. Operating Rules Guidebook
- b. Election Policy/Term-Limit Rules

### **9. Date of Next Meeting**

The next meeting is scheduled for Thursday, June 20, 2024 at 1:30 p.m. in the Board Room.

### **10. Adjournment**

With no further business, Chair Blackwell adjourned the meeting at 2:13 p.m.

Maggie Blackwell

Maggie Blackwell | May 29, 2024 22:19 PDT

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Maggie Blackwell, Chair





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

**Monday, May 20, 2024 – 1:30 P.M.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**REPORT**

<b>COMMITTEE MEMBERS PRESENT:</b>	Sue Quam – Chair, Vidya Kale, Anthony Liberatore
<b>COMMITTEE MEMBERS ABSENT:</b>	None
<b>OTHERS PRESENT:</b>	Ellen Leonard, Mickie Choi Hoe
<b>ADVISORS PRESENT:</b>	Ann Beltran
<b>STAFF PRESENT:</b>	Kurt Wiemann, Megan Feliz

**1. Call to Order**

Chair Quam called the meeting to order at 1:35 p.m.

**2. Acknowledgment of Media**

No media were present.

**3. Approval of the Agenda**

Chair Quam requested that Item #18 be moved to after the guest speaker and the committee charter item be moved to the June Meeting. Hearing no objection, the agenda was approved as amended.

**4. Approval of the Meeting Report for February 26, 2024**

The committee unanimously approved the meeting report.

**5. Chair's Remarks**

Chair Quam explained the importance of increasing service levels, AB 1572, and looking to the future during United's budget season.

## **6. Department Head Update**

### **6a. Project Log**

Mr. Wiemann notified the committee that turf reduction is still in progress in the approved areas and is being done by in-house crews. He informed the committee that all other turf reductions are on hold until the mapping is completed due to AB 1572. Slope renovation is ahead of schedule; they completed all areas and will begin the second rotation in June.

### **6b. Water Use Comparison Chart**

None

### **6c. Tree Work Status Report**

None

### **6d. Quarterly KPI's**

Mr. Wiemann gave an extensive quarterly update PowerPoint presentation.

## **7. Member Comments (Items not on the agenda)**

2-member comments were made. Various topics included:

- Fruit Trees
- Land Grabbing of Common Areas
- Trimming of neighbor Shrubs

## **8. Response to Member Comments**

Mr. Wiemann and the Chair addressed some of the member comments.

## **9. Guest Speaker- Matt Davenport, Monarch Environmental, Inc.**

Mr. Davenport addressed to the committee explaining his scope of work for the departmental review, and what he will be doing in the operational review he will be completing.

## **Items for Discussion and Consideration**

### **10. Budget Discussion**

Chair Quam made several comments and suggestions on the 2025 landscape

budget. She also asked the committee for direction about the budgets for bench and picnic benches; discussion ensued

#### **11. 864-D Tree Removal Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Kale moved to accept the staff's recommendation to deny removing all plant material. Director Liberatore seconded the motion, and the motion passed unanimously.

#### **12. 544-A Tree Removal Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Kale moved to accept the staff's recommendation to approve the tree removal. Director Liberatore seconded the motion, and the motion passed unanimously.

#### **13. 945-C Tree Removal Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Kale moved to accept the staff's recommendation to approve the tree removal. Chair Quam seconded the motion, and the motion passed unanimously.

#### **14. 321-C Tree Removal Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Kale moved to accept the staff's recommendation to approve the tree removal. Chair Quam seconded the motion. The motion passed with a 2-0-1 vote, and Director Liberatore obtained it.

#### **15. 2152-B Tree Removal Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Liberatore moved to accept the staff's recommendation to deny the tree removal. Chair Quam seconded the motion. The motion passed 2-0-1, and Director Kale obtained.

#### **16. B677 Off-Schedule Tree Trimming Request**

Mr. Wiemann presented a brief overview of the recommendation. Discussion ensued on the removal.

Director Kale moved to accept the staff's recommendation to approve the off-schedule trimming of two trees. Director Liberatore seconded the motion, and the motion passed unanimously.

### **17. Quality Control Presentation**

Mr. Wiemann presented an extensive PowerPoint presentation on the new quality control position and software.

### **Concluding Business**

### **18. Committee Member Comments**

Various comments were made.

### **19. Date of Next Meeting – June 24, 2024 at 1:30 p.m.**

### **20. Adjournment at 3:26 p.m.**

  
Sue Quam (May 25, 2024 10:58 PM)

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Sue Quam, Chair

Sue Quam, Chair  
Kurt Wiemann, Staff Officer  
Telephone: 949-268-2565



**OPEN MEETING**

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

**Wednesday, April 24, 2024 - 9:30 a.m.  
24351 El Toro Road, Laguna Woods, CA 92637  
Board Room and Virtual with Zoom**

**REPORT**

- MEMBERS PRESENT:** Alison Bok – Chair, Pearl Lee, Ellen Leonard
- STAFF PRESENT:** Manuel Gomez – Maintenance & Construction Director, Ian Barnette – Maintenance & Construction Assistant Director, Bart Mejia - Maintenance & Construction Assistant Director, Guy West – Projects Division Manager, Adam Feliz – Maintenance Operations Manager, Laurie Chavarria - Senior Management Analyst, Sandra Spencer – Administrative Assistant

**1. Call to Order**

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

**2. Acknowledgement of Media**

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

**3. Approval of Agenda**

Hearing no objection, the agenda and addendum were unanimously approved as written.

**4. Approval of Meeting Report from February 28, 2024**

Hearing no objection, the meeting report was unanimously approved as written.

**5. Chair’s Remarks**

None.

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

None.

**7. Department Head Update**

None.

**8. 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.*

- a. Project Log
- b. Solar Production Annual Report/ROI Report

A motion was made and passed unanimously to approve the consent calendar.

**9. Items for Discussion and Consideration**

- a. Committee Charter

Mr. Gomez presented the committee charter with suggested changes. The prior version was adopted in 2019 and the suggested edits are intended to streamline the charter without affecting any roles or responsibilities of the committee. A motion was made and unanimously approved to recommend the United board adopt the revised committee charter.

- b. 2024 Shepherd's Crook Update

Mr. West provided an overview of the project and requested direction from the committee to change the location of the planned installation of Shepherd's Crook to an alternate site. Staff answered questions from the committee and shareholders. A motion was made to approve staff's recommendation to change the location from Paseo del Valencia north of Gate 2 to the location west of Gate 5 behind the Lutheran Church of the Cross adjacent to El Toro Road. The motion passed by a vote of 2/1/0 (Director Leonard opposed).

- c. Building Paint Color Palette (Verbal Update)

Mr. Feliz provided an overview of the current exterior paint palette which was adopted in 2019 and answered questions from the committee and shareholders. Discussion ensued regarding the possible addition of new color options. Staff was directed to contact the paint manufacturer to assemble a new palette for presentation to the United Architectural Control and Standards Committee for review.

- d. Cost Sharing Incentives to Upgrade Pipes and/or Install Dedicated Water Shut-off Valves in Walls During Remodeling (Verbal Update/Discussion)

Mr. Barnette asked the committee to provide direction on potential percentage splits between the mutual and the shareholders. After a brief discussion, the committee directed staff to table the item at this time.

- e. Supplemental Budget Appropriation for Dry Rot Repair Program

Mr. Feliz provided an overview of the program and indicated that work completed so far this year has used the entire budget for 2024. Staff answered questions from the committee and shareholders. A motion was made and unanimously approved to recommend the board approve a supplemental budget appropriation in the amount of \$500,000 from the Reserve Fund to provide funding needed for unanticipated dry rot repairs.

- f. Supplemental Budget Appropriation for Emergency Roof Repairs

Mr. West provided details on the roof repair program and answered questions from the committee. A motion was made and unanimously approved to recommend the board approve a supplemental budget appropriation in the amount of \$121,445 from the Reserve Fund for unanticipated roofing repair expenses completed and projected for the remainder of 2024. Staff was asked to check if the Contingency Fund could be used instead of the Reserve Fund.

- 10. 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.*

- Washing Machine App Payment Pilot Program
- Attic/Wall Insulation Materials
- Benches: New and Replacement

Concluding Business:

**11. Committee Member Comments**

- Director Lee commented on the rising cost of the M&C budget due to serious issues concerning the aging infrastructure. Ways to produce income should be considered.
- Director Leonard thanked Mr. Feliz for his presentation on dry rot.
- Chair Bok thanked staff for an informative meeting and the challenges facing a 60-year old community.

**12. Date of Next Meeting:** Wednesday, June 26, 2024 at 9:30 a.m.

**13. Recess:** The meeting was recessed at 10:56 a.m.



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Alison Bok, Chair

Alison Bok, Chair  
Manuel Gomez, Staff Officer  
Telephone: 949-268-2380





FINANCE COMMITTEE MEETING  
REPORT OF THE REGULAR OPEN SESSION

Wednesday, April 17, 2024 – 1:30 p.m.  
Hybrid Meeting

**DIRECTORS PRESENT:** William Cowen – Chair, Martin Roza, Andy Ginocchio, Brad Rinehart, Thomas Tuning, Mickie Choi Hoe, Peter Sanborn, Donna Rane-Szostak

**DIRECTORS ABSENT:** Moon Yun, Sue Stephens

**ADVISORS PRESENT:** None.

**STAFF PRESENT:** Steve Hormuth, Jose Campos, Karina Vargas

**OTHERS PRESENT:** GRF - Egon Garthoffner, Juanita Skillman  
United - Ellen Leonard  
Third - David Veeneman

**Call to Order**

GRF Treasurer, William Cowen, chaired the meeting and called to order at 1:30 p.m.

**Acknowledgement of Media**

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

**Approval of the Agenda**

A motion was made to approve the agenda as presented. Hearing no objection, the motion to approve the agenda passed unanimously.

**Approval of Meeting Report of February 21, 2024**

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

**Chair's Remarks**

Director Cowen thanked all members who participated in the audit.

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

None.

**Department Head Update**

Steve Hormuth, Director of Financial Services, shared the completion of the KPMG audit resulting in a favorable opinion. The board accepted the audit report into corporate records on April 4, 2024. Members have been encouraged to view the complete audit report on the

Laguna Woods Village website as they wait to receive a condensed summary of the audited financials by the end of April.

### **Preliminary Financial Statements dated March 31, 2024**

Jose Campos, Assistant Director of Finance, presented the financial statements dated March 31, 2024. Questions were addressed and noted by staff.

### **Endorsements from Standing Committees**

Security and Community Access Committee- Emergency Radio Equipment Installation. Daniel Lurie, Security Supervisor, presented a staff report recommending approval of a supplemental appropriation for the installation of radio equipment purchased in 2020 in the amount of \$11,250 to include a 10% contingency of \$1,125 for unforeseen costs for a combined total of \$12,375 to be funded using the equipment fund. Director William Cowen made a motion to approve and endorse the recommended, the motion was seconded and passed by unanimous decision.

### **Items for Future Agendas:**

RV Fees

Traffic Fees

Golf Fees

### **Committee Member Comments**

None.

### **Date of Next Meeting**

Wednesday, June 19, 2024 at 1:30 p.m.

### **Recess to Closed Session**

The meeting recessed to closed session at 2:30 p.m.

*William Cowen*

William Cowen (May 1, 2024 23:36 PDT)

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William Cowen, Chair

## **OPEN MEETING**

### **REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION COMMUNITY ACTIVITIES COMMITTEE**

Thursday, April 11, 2024 – 1:30 p.m.  
Board Room/Virtual Meeting

**MEMBERS PRESENT:** Yvonne Horton, Chair, Cush Bhada, Mark Laws, Andy Ginocchio, Ellen Leonard, Sue Quam, Peter Sanborn, Dennis Boudreau, Elsie Addington

**MEMBERS ABSENT:** Ajit Gidwani

**OTHERS PRESENT:** Juanita Skillman, Joan Milliman

**STAFF PRESENT:** Alison Giglio, Jennifer Murphy, Jackie Chioni, Laura Cooley, Tom McCray, Samantha Kurland, Sabine Bayless

#### **Call to Order**

Chair Horton called the meeting to order at 1:31 p.m.

#### **Acknowledgement of Media**

There was no press present.

#### **Approval of Agenda**

Director Bhada made a motion to approve the agenda. Director Laws seconded.

Motion passed unanimously.

#### **Approval of Committee Report for March 14, 2024**

Director Ginocchio made a motion to approve the report. No second recorded.

Motion passed unanimously.

#### **Chair's Remarks**

Chair Horton stated the Library is one of the busiest amenities and it would be a sad mistake if closed.

## Report of the Recreation and Special Events Director

Ms. Giglio reported the following Recreation Department highlights: Pool 2 will reopen on April 17; Pool 6 will close until the regularly schedule summer schedule beginning Memorial Day weekend; the Clubhouse 5 St. Patrick's Day buffet reported the largest attendance for this dinner at 208 attendees; although lower attendance than usual due to rain, the Health and Wellness Expo on March 23 brought in over 500 attendees with 25 different sponsors generating almost \$19k in sponsorship money; the Easter Buffet had 212 attendees; approximately 500 people attended the Village Bazaar on April 6 with 34 resident vendors selling their treasures; significant plumbing repairs to the Clubhouse 6 kitchen and bathrooms were completed; stall painting and safety matting projects have begun at the Equestrian Center; a 17-year-old gelding will be purchased in April for Equestrian lessons which accounts for one of two horses that will be replaced to keep the lesson program operational; Fitness continues to average 400+ users during the week and approximately 250 users on the weekends; badminton and volleyball have been using a tennis court during the closure of Clubhouse 1; Library volunteers worked 854 hours in March supporting 2,314 residents; the honor system paperbacks, puzzles and use of the reading area remain very popular with Library patrons.

Ms. Giglio reported the following regarding the Clubhouse 1 renovation project: the project is going well with users and clubs still settling into their new locations; please note the area is closed to residents and security will be called if a resident is found within the gates; the water is off at the facility while they do demolition in the restrooms which has impacted the bocce court sink; a one guest only policy, at all times, for pickleball and the fitness center has been initiated to accommodate additional users; staff is working to find options for volleyball play;

Ms. Giglio reported the following GRF Board update: an appeal was made to consider the exception to continue offering the Champagne Pops series at the Performing Arts Center for one more year in 2025 and after review, the GRF Board approved the exception to policy for 2025 only; the Fitness television schedule changes were approved and is now on 28-day notification.

Ms. Murphy stated the following upcoming events: a Huey Lewis and the News tribute band, the Heart of Rock N Roll, will be at the Performing Arts Center on April 20 at 7:30 p.m.; an AARP course refresher will be hosted at Clubhouse 2 on April 20, 8:30 a.m. to 1 p.m.; the Club Expo will be hosted at Clubhouse 5 on April 30, 10 a.m. to 1 p.m.; Clubhouse 2 will host the Kentucky Derby on May 4 at 2 p.m.; tickets for the Mother's Day buffet are on sale today which will be hosted on May 12 at Clubhouse 5 at 1 p.m.; the free Monday movie at the Performing Arts Center on May 20 will be *Flags of our Fathers* with showtimes at 2 and 7 p.m.; the Performing Arts Center will host Yachty by Nature on June 6 at 6:30 p.m.

Mr. McCray reported the following: the golf course in great shape as the first week of aerification has begun with course 2 undergoing this process next week; the driving range project is growing grass after the dormant months; a green expansion on course 1 will be completed by in-house staff; the Garden Center staff change will allow for reassessment of outsourced maintenance management.

Discussion ensued.

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

Members were called to speak on the following: replacement of archery range flooring; music club offerings and request for a dedicated space; importance of the Laguna Woods Village Library; please attend the Club Expo on April 30; formal invitation for committee members to participate in the Men's Golf Club tournament and/or dinner on May 18 and ways to be involved through donations.

### **CONSENT**

Director Bhada made a motion to approve the consent calendar. Director Laws seconded.

Motion passed unanimously.

### **REPORTS**

None.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

**Review of Community Activities Committee Charter** –Director Laws made a motion to recommend the revised Community Activities Committee Charter. No second recorded.

Motion passed unanimously.

**Billiards Relocation to Clubhouse 1 Art Room** - Director Ginocchio made a motion to recommend the proposed relocation of billiards to the Clubhouse 1 Art Room and recommend the unbudgeted operating expenses associated with relocating the activity. Director Bhada seconded.

Ms. Giglio stated the staff report.

Discussion ensued.

Members were called to speak regarding in favor of the proposal.

Motion passed unanimously.

**Dog Licensing and Vaccination Day** – Director Laws made a motion to update policy and procedures to allow for this event to occur without being an exception. Director Leonard seconded.

Ms. Murphy stated the staff report.

Discussion ensued.

Members were called to speak regarding in favor of this program.

Motion was withdrawn.

Director Laws made a motion to grant this event exception for 2025. Seconder stands.

Motion passed unanimously.

**Donation of \$1,000 for Installation of a New 30 Amp 2 pole breaker at Clubhouse 4 Woodshop** – Director Laws made a motion to deny the donation of \$1,000 for installation of a new 30 Amp 2 pole breaker at Clubhouse 4 Woodshop. Director Sanborn seconded.

Ms. Giglio stated the staff report.

Discussion ensued.

Director Quam amended the motion to accept the donation of \$1,000 for installation of a new 30 Amp 2 pole breaker at Clubhouse 4 Woodshop. Director Leonard seconded.

Discussion ensued.

Motion passed 6-1. Director Laws opposed.

### **ITEMS FOR FUTURE AGENDAS**

**Reservation System Review** – Staff was directed to keep this item under Items for Future Agendas.

**Recreation Policy Review** – Staff was directed to keep this item under Items for Future Agendas.

**Aquadettes Show** – Staff was directed to keep this item under Items for Future Agendas.

**Review of Tennis Center Operating Rules** - Staff was directed to keep this item under Items for Future Agendas.

## **CONCLUDING BUSINESS**

### **Committee Member Comments**

Director Ginocchio stated a spirit of cooperation was witnessed today as change is evitable. He applauds the billiards group and over time adjustments to balance offerings will require more cooperation and representation to include musicians, theatrical groups and all clubs.

Advisor Boudreau stated a review of all annual exceptions is necessary to be done at one time instead of individually and could be included in one list.

Advisor Addington stated annual exception review process is a good idea, but each year should be reviewed carefully as renewals are not guaranteed.

### **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, May 9, 2024.

### **Adjournment**

There being no further business, the Chair adjourned the meeting at 3:17 p.m.

\_\_\_\_*Yvonne Horton*\_\_\_\_

Yvonne Horton, Chair

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**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
LANDSCAPE COMMITTEE  
WEDNESDAY, May 8, 2023 – 1:30 P.M.  
BOARD ROOM / VIRTUAL MEETING  
Laguna Woods Village Community Center  
24351 El Toro Road**

**REPORT**

<b>COMMITTEE MEMBERS PRESENT:</b>	Chair – Cush Bhada, Juanita Skillman, Ira Lewis, S.K. Park, Sue Quam, Glenn Miller, Maggie Blackwell (substitute)
<b>COMMITTEE MEMBERS ABSENT:</b>	Anthony Liberatore
<b>OTHERS PRESENT:</b>	None
<b>ADVISORS PRESENT:</b>	None
<b>STAFF PRESENT:</b>	Kurt Wiemann, Megan Feliz

**1. Call Meeting to Order**

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

**2. Acknowledgment of Media**

No formal press was present.

**3. Approval of the Agenda**

Director Skillman moved to approve the agenda, and Director Lewis seconded it. The agenda was approved without objection.

**4. Approval of the Meeting Report for February 14, 2024**

Director Park moved to approve the agenda, and Director Lewis seconded it. The report was approved without objection.

**5. Chair Remarks**

Chair Bhada thanked everyone for coming and announced this was his first meeting as the chair. He hopes to keep the gardens green and to do a good job.

## **6. Department Head Update**

### **6a. Charging Station Update**

Mr. Wiemann provided an update, letting them know that the wall's construction will begin on May 20. The project will take 3-4 weeks to complete. Once completed, the electrical modifications will begin.

### **6b. West Creek Update**

Mr. Wiemann notified everyone that the West Creek cleanup was complete. Two palm trees are still present and will be removed by in-house crews because they are a fire hazard.

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

- Member comment made about Willow Trees
- Member comment made about West Creek

## **8. Response to Member's Comments**

Mr. Wiemann and Director Skillman responded to the member's comment.

## Items for Discussion and Consideration

### **9. Gate Design Schedule**

Mr. Wiemann notified the committee that the landscape designer is working on the entry gate project. He should have a layout in the next two weeks and will email the plans to the committee when he receives them.

### **10. Mulch Agreement**

Mr. Wiemann explained the agreement between the City of Laguna Woods and GRF. Mr. Wiemann asked the committee for approval and notified them it would go to the GRF attorney for approval before going to the GRF board. Director Skillman moved the motion, and Director Miller seconded the motion. The motion passed without objections.

## Future Agenda Items:

- AB 1572, Gate 11 and Clubhouse 1

## Concluding Business:

### **11. Committee Member Comments**

- Director Miller made a comment asking about West Creek.
- Director Lewis is asking for AB 1572 to be added to the future agenda.

**12. Date of Next Meeting – Wednesday, August 14, 2024 at 1:30 p.m.**

**13. Recess at 2:20 p.m.**

Cush Bhada

Cush Bhada (May 10, 2024 14:38 PDT)

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Cush Bhada, Chair

Cush Bhada, Chair  
Kurt Wiemann, Staff Officer  
Telephone: 949-268-2565

Agenda Item # 16c  
Page 3 of 4



**REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION  
MAINTENANCE AND CONSTRUCTION COMMITTEE**

**Wednesday, April 10, 2024 – 9:30 a.m.**  
**24351 El Toro Road, Laguna Woods, CA 92637**  
**Board Room and Virtual with Zoom**

**REPORT**

**MEMBERS PRESENT:** Yvonne Horton – Chair, Gan Mukhopadhyay, Brad Rinehart,  
SK Park, Alison Bok, Pearl Lee, Sue Stephens

**OTHERS PRESENT:** **GRF:** Egon Garthoffner  
**Advisor:** Bill Walsh

**STAFF PRESENT:** Guy West – Staff Officer & Projects Division Manager, Bart  
Mejia – Maintenance & Construction Assistant Director,  
Heather Ziemba – Projects Administrative Coordinator

**1. Call to Order**

Chair Horton called the meeting to order at 9:31 a.m.

**2. Acknowledgement of Media**

Chair Horton noted that no media was present.

**3. Approval of the Agenda**

The agenda was approved as written.

**4. Approval of Meeting Report from February 14, 2024**

Hearing no objection, the meeting minutes were approved by unanimous consent.

**5. Chair's Remarks**

None.

## **6. Department Head Update**

None

## **7. Member Comments**

A member commented on the shades and beams in the shuffleboard room at Clubhouse 1.

### 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 consent calendar was approved unanimously.

## **8. Project Log**

## **9. ChargePoint Summary**

### Items for Discussion and Consideration:

## **10. PAC Restrooms Interior Design Presentation**

Mr. West introduced a representative from 27 Diamonds who presented the interior design draft for the PAC restrooms. The committee agreed to recess before the end of the meeting to evaluate the samples of selected materials from the design.

## **11. Clubhouse 1 Update**

Mr. West provided an update of the Clubhouse 1 project with photos and answered questions from the committee.

## **12. Welding Shop Update**

Mr. West provided an update of the Welding Shop project with photos and answered questions from the committee.

## **13. Energy Audit Update**

Mr. Mejia gave an overview of the ongoing energy survey project. A formal presentation will be made at a future meeting once the final report is received.

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

Concluding Business:

**14. Committee Member Comments**

- Chair Horton commented on the Clubhouse 7 sound system project.
- Director Garthoffner commented on electric vehicle charging usage at the Community Center.
- Director Mukhopadhyay commented on the progress of the Clubhouse 1 progress.
- Advisor Walsh advised the committee of the Earth Day event in the Village.

At this time, the committee recessed to review design samples. Staff was directed to proceed with the design with the change that the men's and women's restrooms are to both incorporate the beige palette.

**15. Date of Next Meeting:** Wednesday, June 12, 2024 at 9:30 a.m.

**16. Recess**

The meeting was recessed to closed session at 10:30 a.m.

  
Yvonne Horton, Chair

Yvonne Horton, Chair  
Guy West, Staff Officer  
Telephone: 949-597-4625

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**REPORT OF THE REGULAR MEETING OF THE  
GOLDEN RAIN FOUNDATION  
BUILDING E SPACE PLANNING AD HOC ADVISORY COMMITTEE**

**Wednesday, May 1, 2024 – 12:30 p.m.  
Clubhouse 5 – 24262 Punta Alta, Laguna Woods, CA 92637  
In Person and Virtual with Zoom**

**REPORT**

**MEMBERS PRESENT:** James Hopkins - Chair, Yvonne Horton, Cush Bhada, Alison Bok, Nancy Carlson, Andy Ginocchio, Reza Karimi, SK Park, Sue Stephens, Tom Tuning

**MEMBERS ABSENT:** Glenn Miller, Peter Sanborn

**OTHERS PRESENT:** **GRF:** Egon Garthoffner, Juanita Skillman  
**United:** Maggie Blackwell  
**Third:** Nathaniel Lewis

**STAFF PRESENT:** Manuel Gomez – Maintenance & Construction Director, Bart Mejia, Maintenance & Construction Assistant Director, Ian Barnette – Maintenance & Construction Assistant Director, Alison Giglio - Recreation and Special Events Director, Tom Siviglia – Security Division Operations Manager, Sandra Spencer – Department Administrative Assistant, Heather Ziemba – Projects Division Coordinator

**1. Call Meeting to Order**

Director Hopkins called the meeting to order at 12:35 p.m.

**2. Approval of the Agenda**

Hearing no objection, the agenda was approved as written.

**3. Approval of the Meeting Report from April 10, 2024**

Hearing no objection, the meeting report was approved as written.

**4. Remarks of the Chair**

Chair Hopkins provided the audience an overview of what the meeting would include, what the next steps would be, and that the community would continue to be involved in the process.

**5. Member Comments – *(Items Not on the Agenda)***

None.

**6. Response to Member Comments**

None.

**7. Department Head Update**

None.

**8. 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.*

a. None

**9. Items for Discussion and Consideration**

- a. Continue Discussion of Options Presented on April 10, 2024
- i. Nancy Carlson/Andy Ginocchio – Directors Carlson and Ginocchio presented a condensed version of their previously submitted proposed solution.
  - ii. Jim Hopkins – Chair Hopkins presented a condensed version of his previously submitted proposed solution.
  - iii. Sue Stephens – Director Stephens withdrew her previously submitted proposed solution and announced her support of Chair Hopkins’ proposal.
  - iv. Cush Bhada – Director Bhada presented his proposed solution.

The merits of the proposed solutions were discussed amongst the committee members. Comments included the need for a cost analysis of each proposed solution, maximizing the space within the Community Center, and the importance of member input.

Approximately 20 members commented on the proposed solutions presented by the committee members.

Discussion ensued and various motions were made, seconded and rescinded.

A final motion was made by Chair Hopkins to present Option (i) Proposed Solution by Nancy Carlson/Andy Ginocchio and Option (ii) Proposed Solution by Jim Hopkins to the GRF Board for consideration. The motion was seconded by Director Stephens and passed by a vote of 8/2/0 (Director Bhada and Director Tuning opposed).

- 10. 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.*

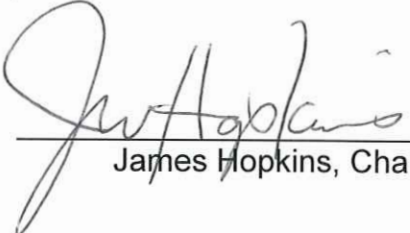
The meeting adjourned without discussing this item.

**11. Committee Member Comments**

The meeting adjourned without discussing this item.

- 12. Date of Next Meeting:** TBD

- 13. Adjournment:** The meeting was adjourned at 4:04 p.m.



James Hopkins, Chair

James Hopkins, Chair  
Manuel Gomez, Staff Officer  
Telephone: 949-268-2380

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**OPEN MEETING**

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
MEDIA AND COMMUNICATIONS COMMITTEE**

**Monday, April 15, 2024 – 3:30 p.m.  
Board Room / Virtual Hybrid Meeting**

**REPORT**

**Members Present:** Chair Joan Milliman; Directors Maggie Blackwell, James Cook, Cris Prince, Donna Rane-Szostak, Peter Sanborn, Juanita Skillman, Georgiana Willis; Advisors Catherine Brians, Theresa Frost, Tom Nash, Carmen Pacella, Lucy Parker

**Members Absent:** None

**Others Present:** Richard Rader

**Staff Present:** Jennings Lai, Catherine Laster, Susan Logan-McCracken, Ellyce Rothrock

**1. Call to Order**

The meeting was called to order at 3:38 p.m., and a quorum was established by Chair Milliman.

**2. Acknowledgement of Media**

None present.

**3. Approval of Agenda**

Approved by unanimous consent.

During the Media and Communications report, Director Skillman found a typo in the Workflow Report, March 2024, on page 9 of 12 of agenda item 7. The Disaster Preparedness Task Force was wrongly abbreviated as PDTF. The agenda will be corrected.

**4. Approval of Report for January 15, 2024**

Approved by unanimous consent.

## **5. Chair's Remarks**

Chair Milliman welcomed the committee and introduced new member, Director Rane-Szostak.

## **6. Member Comments**

There were no member comments.

## **Items for Discussion**

## **7. Media and Communications Report – Ellyce Rothrock**

Ms. Rothrock called attention to the jobs tracked, resident subscribers added, documents handled and the number of news articles posted to the website in the last three months. She also highlighted from the Media and Communications Activities Report the various ways the Media and Communications Division communicates with Village residents, including, but not limited to:

- The Village Breeze
- “What’s Up in the Village” weekly email blast
- Weekly press releases sent to the Globe
- Digital newsletters from the GRF, Third Mutual and United Mutual boards of directors
- Targeted emails for Recreation and Community Services

Ms. Rothrock touched upon key messaging that was sent out in addition to regular event updates from Recreation, the Performing Arts Center and the boards.

Ms. Rothrock informed the committee that the new Community Tour Experience video, which replaced the in-person docent tours, is live on the website homepage and ready for viewing. Supplemental open houses with a Q&A session for new and prospective residents is in the planning stage. All new resident orientation tasking has been reabsorbed into the Media and Communications Division.

Ms. Rothrock brought attention to the new Connections & Pathways flyer, designed for print and digital use, which highlights how residents can contact VMS and the boards of directors.

Director Skillman asked for GRF board members to be invited back to speak at new resident orientation events and future open houses.

Mr. Rader commended staff for doing a great job in creating the Connections & Pathways flyer. Chair Milliman emphasized the importance of sharing this flyer with all board members and residents.

## **8. Website Update – Ellyce Rothrock**

Chair Milliman informed the committee that the Website Ad Hoc Committee would be absorbed into the Media and Communications Committee.

Ms. Rothrock updated the committee on discovery phase meetings between the contractor and staff, which have included discussions on creative strategy, user experience, design, navigation, goals and objectives, brand strategy and positioning, information architecture (site map), unified events calendar, wireframing, resident and staff interviews and usability testing. She noted that Google Analytics admin access was given to the contractor in order to view trends on our site pages. The first set of wireframes have been approved. A robust search function and document storage are being discussed as well.

Carmen Pacella dropped off the Zoom call at 4:13 p.m.

Media and Communications Committee meetings will be calendared and coordinated with the vendor.

## **9. Review of Revised Committee Charter – Joan Milliman**

Chair Milliman read the revised charter, noting edits were made according to feedback from the previous committee meeting. Discussion ensued.

Chair Milliman read the charter and stated which phrases and paragraphs should be stricken. Discussion ensued.

Advisor Parker asked whether there was a liaison between the Broadband and Media and Communications divisions and whether Media and Communications created content for Broadband. Ms. Rothrock clarified that the content Media and Communications provides for TV6 includes the message board and PowerPoint presentation decks to accompany “This Day” appearances by directors, staff and outside entities.

Director Blackwell recommended all board members presenting on Village Television should always review their comments with their respective board presidents so as not to make personal statements.

Advisor Parker recommended wording changes to clarify responsibilities in the charter. Discussion ensued. Committee’s areas of concern will be removed from the charter.

Chair Milliman stated the new charter will be reviewed by the GRF board in May.

Mr. Rader said Paul Ortiz gave a lot of useful information at these committees, and he would still like to see the information Mr. Ortiz had been sharing. Chair Milliman said this will be the purview of the Broadband committee that has yet to be formed.

### **Items for Future Agendas**

None

## **Concluding Business**

### **Committee Member Comments**

Advisor Brians confirmed the next meeting would take place at the regularly scheduled time.

Advisor Parker and Director Willis commended the meeting.

Director Blackwell noted that she liked the new ideas and the Community Tour Experience video on the website.

Director Skillman attended the Employee Excellence Awards and wanted to thank and recognize the present employees for their excellent participation.

Director Cook, Director Prince and Ms. Lai had no comment.

Director Rane-Szostak thanked everyone for the opportunity to be on this important committee.

Advisor Nash commented that the Video Club has a disclaimer at the beginning and end of videos, "opinions expressed are those of the participants and not of the club or GRF." This establishes responsibility.

Advisor Frost stated she is happy to be back and likes what she's hearing about the committee's scope and discussion.

Ms. Rothrock thanked everyone for being there and providing feedback.

Ms. McCracken thanked everyone as well.

Chair Milliman thanked Susan for keeping up with the additions and corrections to the charter. She also thanked everyone for a good meeting.

**Date of Next Meeting – Monday, July 15, 2024, at 1:30 p.m.**

### **Adjournment**

Chair Milliman adjourned the meeting at 5 p.m.

  
\_\_\_\_\_  
Joan Milliman, Chair  
Media and Communications Committee



**REPORT OF REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION  
MOBILITY AND VEHICLES COMMITTEE**

**Wednesday, May 15, 2024 – 11:00 a.m.**  
**Laguna Woods Village Community Center Board Room**  
**24351 El Toro Road, Laguna Woods, CA 92637**

**MEMBERS PRESENT:** Juanita Skillman (Acting Chair), Ryna Rothberg, Cush Bhada, Alison Bok, Nancy Carlson, SK Park, Sue Stephens, Elsie Addington (Advisor)

**OTHERS PRESENT:**

**STAFF PRESENT:** Robert Carroll, Francisco, Miguel Camarena, Joana Rocha

**1. Call to Order**

Chair Addington called the meeting to order at 11:00 a.m.

**2. Acknowledgment of Media**

None present.

**3. Approval of the Agenda**

Hearing no objections, the agenda was approved by unanimous consent.

**4. Approval of Meeting Report for February 7, 2024**

The meeting report for February 7, 2024, was unanimously approved as written.

**5. Chair's Remarks**

Director Skillman mentioned that the Security and Community Access Committee is working on traffic rules that might affect transportation.

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

- No member comments.

**7. Response to Member Comments**

- No response to member comments.

**8. Director's Report**

Mr. Carroll gave the committee an overview of the Laguna Woods Village transportation ridership for the Fixed-Route, Journey, and BOOST programs.

Mr. Carroll provided dates and locations for upcoming Transportation pop-up booths.

- Director Bhada asked about the RFI sticker
- Director Bhada suggested that Route 2 stop at the community center after leaving gate 10.
- Director Carlson mentioned that the Globe has recurring sections where transportation could submit their hours for residents to know.
- Director Carlson asked about the Boost program boundaries.
- Director Park inquired about who is responsible for covering the costs of the rideshare program.

### **Items for Discussion**

#### **9. Review Mobility and Vehicles Charter**

The committee reviewed the charter and highlighted key points to consider when evaluating new vehicles.

- Review major service modifications to the Laguna Woods Village transportation system that are proposed by the Managing Agent and present those modifications to the GRF Board for final approval.
- Review the specifications recommended by the Managing Agent for the procurement of GRF vehicles.
- Review requests submitted to the Committee by the Managing Agent for transportation services and vehicles that require supplemental funding and recommend appropriate action to the GRF Finance Committee.

#### **10. Senior Mobility – City Program Flyer**

The Committee reviewed the Senior Mobility Program and answered some questions from the previous meeting in February.

The Committee

### **Items for Future Agendas**

None

### **Concluding Business:**

**Committee Member Comments - None**

**Date of Next Meeting – Wednesday, August 7, 2024, at 1:30 p.m.**

**Adjournment - The meeting was adjourned at 11:59 a.m.**

DRAFT

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Juanita Skillman, Acting Co-Chair

Juanita Skillman, Chair  
Robert Carroll, Staff Officer  
Telephone: 949-597-4242

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REPORT OF THE REGULAR MEETING OF THE GOLDEN  
RAIN FOUNDATION OF LAGUNA WOODS SECURITY AND  
COMMUNITY ACCESS COMMITTEE

Wednesday, April 24, 2024, 1:30 p.m.

Board Room/Virtual Meeting

**MEMBERS PRESENT:** Chair: Juanita Skillman, Maggie Blackwell, Nancy Carlson, Reza Karimi, Martin Roza, Sue Stephens

**MEMBERS ABSENT:** S.K. Park (Excused)

**STAFF PRESENT:** Carmen Aguilar, Pamela Bashline, Siobhan Foster, Patricia Kurzet, Alycia Magnuson, Eric Nuñez, Donna Rane-Szostak, Tom Siviglia

**1. CALL TO ORDER**

Juanita Skillman, Chair, called the meeting to order at 1:32 p.m.

**2. ACKNOWLEDGEMENT OF PRESS**

Media via Zoom intermittent connection.

**3. APPROVAL OF AGENDA**

By way of consensus, the Committee approved the agenda.

**4. APPROVAL OF MEETING REPORT**

By way of consensus, the Committee approved the February 28, 2024, meeting report.

**5. CHAIRMAN'S REMARKS**

Director Skillman would prefer Traffic Rules and Regulations to be approved by May 7, 2024 GRF board meeting.

**6. MEMBER COMMENTS (items not on the agenda)**

Member Ellen Leonard- Commented on Vandalism in Laguna Woods Village.

Member Mary Wall- Commented on stopping e-bikes from being on the sidewalk.

Member Gerald C. Tiller- Commented on Roof Leaks, Specs on non-standard Landscaping, Prospective buyer Transparency.

**REPORTS:**

**7. Disaster Preparedness Task Force Report**

Antenna project is going for approval at the next GRF board meeting on May 7, 2024.

**8. Update on Jacob Green and Associates**

Director Nuñez and Jacob Green establish an 18-month relationship to develop a GAP analysis

and Emergency Operations Plan for Laguna Woods Village along with table top exercises for Disaster Preparedness.

## **9. SECURITY STATISTICS**

**9a. RV Lot:** Lot A has 38 vacant spaces. Lot B has seven vacant spaces.

**9b. Notice of Violations:** 227 violations were written from Feb. 26, 2024 to April 15, 2024.

**9c. Pilot Program:** A total of 101 citations were written; 57 were processed, 25.44% are unpaid and 15.26% paid by attending traffic school or full monetary fee.

**9d. Orange County Sheriff Department:** A total of 46 crime incidents were reported in Laguna Woods Village.

**9f. Compliance:** Clutter and nuisance are the largest categories under the same general umbrella.

**9e. Self- initiated Supervisor foot patrol:** 40% of foot patrol is light repairs and/or confirming poles are working properly in the community.

**9f. Social Services:** 29% of falls occur at resident's manor. Social Services makes follow-up calls with residents after any incidents. A new category was added earlier this year, death by suicide, which represent 0.6% of Social Service report.

## **10. NOTEWORTHY INCIDENTS**

SPO Bridgette Portuguez was recognized and received an Excellence Award for her professionalism for going above and beyond to assist residents. Her knowledge and experience along with her calm demeanor, are excellent qualities to possess and we are happy she is part of Laguna Woods Village Security Department.

## **ITEMS FOR DISCUSSION AND CONSIDERATIONS:**

11. City of Laguna Woods Memorandum of Understanding (MOU):

An MOU with the City of Laguna Woods to allow GRF (Security Services communications center) to use 800 megahertz radios a part of the Orange Countrywide Coordinations System and monitor the Orange Country Fire Authority's responses to Laguna Woods Village.

Director Reza motioned to approve MOU and \$1,620.00 annual fee. Director Rane-Szostak and director Stephens seconded both motions. Chair Skillman remarked both motions passed without objection. Routing staff report to GRF Finance Committee on Wednesday June 19, 2024.

12: Universal I.D. Cards for all amenities:

Some Identification cards will have a special purpose use. For example, access RV lots and/or garden center etc. Introducing the 21<sup>st</sup> century technology of a Smart Card; once resident moves out the card can no longer be used. More research is needed for the new technology in order to be used in Laguna Woods Village.

13. GRF Security and Community Access Special Open Workshop:

The meeting was to review and amend traffic rules/regulations to add e-bikes, remove DECAL,

and add “All vehicles MUST BE REGISTERED with Resident Services.” This includes golf cars, golf carts and RVs. Waiting for redline changes and clean version from Compliance Department.

14. Update on September Event:

September Event there will be vendors, disaster preparedness expo and our active Good Neighbor Captains along with our clubhouse coordinators and the DPTF committee will be notified.

**Unfinished Business:**

15. Discussion of Lost Identification Cards:

Members discussed the cost of the lost ID Cards. Director Carlson made a motion to charge current residents \$60.00 for lost ID Cards; director Stephens seconded. Consensus without objection passed to keep the non-returned fee at \$125.00 for residents who vacate Laguna Woods Village. Routing of GRF ID Card Fee Structure to GRF Meeting May 7, 2024.

**ITEMS FOR FUTURE AGENDA:**

16. To Be Determined:

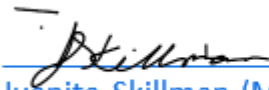
Exploring smart cards

**CONCLUDING BUSINESS**

17. Committee Members Comments – None.

18. The next regular meeting of the GRF Security and Community Access Committee will be held both in the board room and virtually via the Zoom platform at 1:30 p.m. on Wednesday June 26, 2024.

19. There being no further business, the Chair adjourned the meeting at 4:13 p.m.



Juanita Skillman (May 3, 2024 14:05 PDT)

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## REPORT OF THE REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION DISASTER PREPAREDNESS TASK FORCE

Tuesday March 26, 2024 at 9:30 AM

### HYBRID MEETING

**MEMBERS PRESENT:** Eric R. Nuñez (Chair), Juanita Skillman (Co- Chair), S.K. Park, Maggie Balckwell, Rick Kopps, Moon Yun, Rick Kopps,

**MEMBERS PRESENT ONLINE:**  
Gan Mukhapadhyay (GRF) Sue Stephens (No. Fifty)

**MEMBERS ABSENT:** Anthony Liberatore

**OTHERS PRESENT:** Grace Stencel, Annie Wright, Doug Gibson, Annie McCary, Georgiana, Willis

**STAFF PRESENT:** Carmen Aguilar, Alycia Magnuson, Dan Lurie, Tom Siviglia

**THE MEETING WAS CALLED TO ORDER:** 9:32 a.m.

**ACKNOWLEDGEMENT OF THE PRESS:** None present

**APPROVAL OF THE AGENDA:** By consensus, the agenda was approved.

**APPROVAL OF MEETING REPORT:** By consensus, the meeting report was approved. Changes were made to the last meeting report July, 25, 2023

**CHAIRS REMARKS:** Chair Nuñez began his remarks by thanking the board as well as the audience for being present at today's meeting. Made mention and gave thanks to the Clubhouse coordinator Grace Stencel for putting together a Shelter in Place event on March 15, 2024 at Clubhouse three. The head count for the event was close to 300 attendees. The event would not have been possible without volunteers. Annie Wright (Disaster Preparedness Digital Trainer) ,( Sandy Benson (Pet Evacuation Sub Committee), Bob Matonti (Radio Club) and all the Clubhouse volunteers. We would also, like to thank the Clubhouse three staff for their assistance in preparing the Clubhouse. Director of IT Chuck Holland, Susan Logan- McCracken Media and Communications Associate along with Laguna Woods Village webmaster for working and updating the website. There was a 20-minute video of the Earthquake Hero's was presented on what do in case of Earthquake. Many flyers with important information were distributed. One flyer that was pretty popular was Staying Safe Where the Earth Shakes. It's a state-wide version booklet Developed by; Earthquake Country Alliance California Earthquake Authority California Governor's Office of Emergency Services.

**CO- CHAIR REMARKS:** Director Skillman, made mention of the meeting with the Laguna Woods City Manager and it will be discussed further on in the DPTF meeting. More events like this one are needed throughout the community.

**GRF BOARD:** Some members attended the March 15, 2024 gave positive feedback on March 15, 2025. These events are important for our residents.

**UNITED BOARD:** Nothing to report

**THIRD BOARD:** Nothing to report

**TOWERS:** Elevator is currently being replaced. They had a two-hour fire drill. There were multiple cities involved in the drill. The event was filmed and media will be showing the event on TV 6 once its edited.

**PET EVACUATION SUBMIT COMMITTEE:** Sandy Benson gave recognition to Susan Logan- McCracken she received positive feedback on the article published on the Village Breeze on Plan for Pets. She also assisted with the revision and formatting of the official Pet Plan. It is current and up to date as of March 2024. Sandy gave a full description of what File of life is. This is vital when first responders arrive to a residence in case of an emergency:

- Medications
- Allergies
- Emergency contacts

This will make it easier for the EMT's and emergency personnel to identify and assist the resident better. It is crucial that all the information is current and up to date.

## **DISCUSSIONS AND CONSIDERATIONS**

**Update on September Event-** A vendor expo where the Video from Earthquake Hero's will be presented. Negotiations are still in the works. More information to come in the next DPTF meeting on May 28, 2024.

**Update on Jacob & Green Associates-** This Company is working on Emergency Operation Plan revision for the City of Laguna Woods. A meeting was held earlier this month with the Laguna Woods City manager Christopher Macon, City Councilmember Annie McCary, GRF Director Juanita Skillman and Directory of Security Eric Nuñez to discuss the collaboration with Laguna Woods Village. The company will be assisting with our Emergency Operation Plan in order to not duplicate efforts and not act out of our jurisdiction. This will be an approximate 18-month project. A GAP analysis will be conducted to review, eliminate, modified and refine the system error. A "Working Plan" will be established. The goal is to work in union with Orange County Sherriff's, Fire Authority and the City Government to eliminate any confusion when a disaster occurs. Jacob Green & Associates will be implementing:

- Table Top exercise design
- Full functional exercise's design

These will be in-house exercise's some will be in coordination with City, Sheffri's Department and Fire Authority. Working hand and hand with the City allowing for transparency with the Community's expectations. This way we are better suited and prepared when a disaster occurs.

Director Juanita Skillman made mention, the community had no liaison with the Sherriff's Department in the past. It's exciting to know that the relationships are being established to better assist our community.

**Antenna Status:** Dan Lurie gave an update on the Antenna Project installation. The project was brought to the SCAC meeting and approved to move forward to the Finance Committee. Due to the how and when the meetings fall on calendar the Finance Committee will review it on April 17, 2024. We do not anticipate and issues with them moving forward. Unfortunately, due to 30 days needed in between meetings. It might be approved until June 19, 2024 at the GRF Finance Committee. No estimate on how long the installation will take at this time.

### **ITEMS FOR FUTURE AGENDAS**

- Update on September Event
- Antenna Project
- Report on Fire Prevention Equipment
- Update on Emergency Disaster Planning

**MEMBER COMMENTS: (Items not on the agenda)**

**NEXT MEETING:** May 28, 2024 at 9:30 a.m.

**ADJOURNMENT:** 10:31 a.m.

**SUBMITTED BY:**

**Eric Nuñez**

[Eric Nuñez \(Apr 10, 2024 12:30 PDT\)](#)

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