



OPEN MEETING

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

Thursday, July 20, 2023 – 1:30 P.M.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village Community Center

AGENDA NOTICE

1. Call to Order Maggie Blackwell
2. Approval of the Agenda Maggie Blackwell
3. Approval of Reports: Maggie Blackwell
 - a. June 15, 2023
4. Chair's Remarks Maggie Blackwell
5. Member Comments (Items Not on the Agenda)

Laguna Woods Village owner/residents are welcome to participate in committee meetings and submit comments or questions regarding virtual committee meetings using one of two options:

 - a. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and manor number must be included.
 - b. Join the Committee meeting via Zoom at: <https://us06web.zoom.us/j/99710468599> or by dialing 669-900-6833 / Access Code: 997 1046 8599

Items for Discussion and Consideration:

6.
 - a. Current Sublease Application Pamela Bashline
 - b. Rules for Committee Meetings Francis Gomez
 - c. Lodger Policy Pamela Bashline

Concluding Business:

7. Committee Member Comments
8. Future Agenda Items
 - a. Director's Liability/ D&O Insurance
9. Adjournment

***A quorum of the United Board, or more, may be present at the meeting.**

Maggie Blackwell, Chair
Francis Gomez, Staff Officer
(949) 268-4207



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Thursday, June 15, 2023 – 1:30 p.m.
BOARD ROOM/ VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road, Laguna Woods, CA
92637

MEMBERS PRESENT: Maggie Blackwell – Chair, Diane Casey and Sue Quam

MEMBERS ABSENT: None

ADVISORS PRESENT: Dick Rader, Mary Stone and Juanita Skillman

ADVISORS ABSENT: None

STAFF PRESENT: Francis Gomez, Ruby Rojas, Pamela Bashline and Jeff Spies

OTHERS PRESENT: **United:** Cash Achrekar and Anthony Liberatore
GRF: Elsie Addington

CALL TO ORDER

Maggie Blackwell, Chair, called the meeting to order at 1:31 p.m. and took a recess. The Committee reconvened at 1:36 p.m.

Director Casey entered the meeting at 1:33 pm.

Director Skillman and Director Quam entered the meeting at 1:36 p.m.

APPROVAL OF THE AGENDA

Director Quam made a motion to approve the agenda. Director Casey seconded the motion.

Without objection, the agenda was approved.

APPROVAL OF REPORTS

Director Quam made a motion to approve the April 20, 2023, May 26, 2023 Workshop

and May 30, 2023 Workshop reports. Director Casey seconded the motion.

By consensus, the motion passed.

CHAIR'S REMARKS

Chair Blackwell informed the Committee that President Lenny Ross approved to move forward in creating a special policy for room renters/ lodgers.

Members Comments

None.

ITEMS FOR DISCUSSION

Sublease Application

Pamela Bashline, Community Services Manager, presented the current Application for Sublease Permit Check List. The Committee members made comments and asked questions. Without objection, the Committee made changes and requested that the updated document be brought next month for further review.

The Committee directed staff to seek clarification from legal counsel on Section 15, Subordination, of the document.

Director Quam made a motion to change the structure of addresses displayed in the document. Director Casey seconded the motion.

By way of vote, 2-1-0, the motion failed (Director Blackwell voted nay).

Director Quam made a motion to include clarifying language stating that all fees are subject to change as determined by the board of directors. Director Casey seconded the motion.

By way of vote, 1-2-0, the motion failed (Director Blackwell and Casey voted nay).

Director Quam made a motion to change item number three (3) under Terms and Conditions to replace the second-sentence to read: If sublessee has more than one vehicle, additional street-parking, and/or additional cul-de-sac parking may be available. Director Casey seconded the motion.

By way of vote, 2-1-0, the motion passed (Director Blackwell voted nay).

Lodger Policy and Application

The Committee members made comments and asked questions regarding the Lodger Policy and Application.

Chair Blackwell made a motion to direct staff to work with Legal Counsel on creation of mentioned policy. Director Casey seconded the motion.

By unanimous consent, the motion passed.

Rules for Committee Meetings

Francis Gomez, Operations Manager, provided an overview of the matter. The Committee members made comments and asked questions. The Committee elected to table the matter.

Date of Next Meeting

The next meeting is scheduled for Thursday, July 20, 2023 at 1:30 p.m. in the Board Room.

Adjournment

With no further business, Chair Blackwell adjourned the meeting at 4:02 p.m.

MABlackwell

MABlackwell (Jun 26, 2023 13:08 PDT)

Maggie Blackwell, Chair



STAFF REPORT

DATE: July 20, 2023
FOR: United Governing Documents Review Committee
SUBJECT: United Sublease Permit and Application Policy

RECOMMENDATION

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

BACKGROUND

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

DISCUSSION

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

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

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

FINANCIAL ANALYSIS

None.

Prepared By: Patty Kurzet, Membership Services Coordinator

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

ATTACHMENT(S)

ATT 1 – Resolution 01-21-11
ATT 2 – Proposed Sublease Policy and Application - Clean
ATT 3 – Proposed Sublease Policy and Application – Redline

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Application for Sublease Permit Check List

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

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

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

The information provided must be legible for digital imaging.

Complete Package can be submitted:

BY MAIL

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

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

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



Subleasing Information for Sublessors – Co-ops

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

MEMBER IDENTIFICATION CARDS

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

BOARD OF DIRECTORS APPROVAL

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

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

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

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

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

SUBLEASE PERMIT FEES*

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

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

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

SHORT-TERM SUBLEASES

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

MEMBER RESPONSIBILITY

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

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

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

Email:
Leasing@vmsinc.org

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

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

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

United Address _____

Sublessee ID No. _____ Sublessee ID No. _____ Sublessee ID No. _____

PARTIES

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

TERMS AND CONDITIONS

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

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

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

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

6. Attached hereto and made a part hereof for your information is a Memorandum regarding United Laguna Woods Mutual Units constructed with asbestos-containing materials.
- 7a. Sublessor and Sublessee acknowledge that the Sublessor is obligated to pay certain amounts assessed by the Mutual (hereinafter referred to as the Carrying Charges) pursuant to the

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

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

Sublessor(s)

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

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

Agent, Agency or Owner Executing Application

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

Sublessee(s)

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

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

CORPORATION APPROVAL OF APPLICATION – PERMIT TO SUBLEASE PREMISES

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

Date

By

Authorized Agent

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

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

EXHIBIT A

RE: NOTICE TO SUBLESSEE - ASSIGNMENT OF RENTS

Dear

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

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

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

Attn: Unit Payment Representative

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

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

Sincerely,

Bryan English Accounting
Supervisor Financial
Services Division

cc: Sublessor
Leasing Department

Sent by Certified Mail

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

Sublessor Authorization for Maintenance Services Work

Unit No. _____

Sublease Term

From: _____

To: _____

Dear United Laguna Woods Mutual Sublessor:

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

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

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

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

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

=====

SUBLESSOR/SUBLESSEE ACKNOWLEDGMENT

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

Sublessor(s)

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

Sublessee(s)

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



Residency Restrictions
Important Information – Please Read Carefully

Unit No.

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

Sublessee Initial(s)

- Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.
- Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.
- When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.
- Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or alterations@vmsinc.org. Contractors' trash must not be put into community dumpsters.
- Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.
- The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.
- Units may not be sublet for more than 12 months unless renewed and not less than 30 days.
- United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

Sublessee(s)

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

Request to Sublet Cooperative

Unit No.

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

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

RESPONSE REQUIRED

Sublessor(s)

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

AGREEMENT TO WAIVE RIGHT TO USE OF COMMUNITY FACILITIES

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

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

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

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

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

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

Sublessor(s)

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



Notice To Co-Op Sublessors and Sublessees

Time Limits for Subleasing Co-op Units

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

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

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

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

Sublessor(s)

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

Sublessee(s)

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



Permit to Sublease a Unit General Conditions

1. MEMBER RESPONSIBILITY

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

2. MUTUAL APPROVAL

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

3. UNITED MUTUAL AND GOLDEN RAIN FOUNDATION RULES

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

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

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

4. SUBLESSORS' CONTINUED RESPONSIBILITY; SUBLESSEES' RESPONSIBILITY

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

5. USE OF UNIT; OCCUPANCY

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

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

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

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

6. GRF SERVICES

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

7. MUTUAL, GRF FEES

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

8. ASSIGNMENT AND SUBLEASING PROHIBITED

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

9. ALTERATIONS, REPAIRS AND MAINTENANCE

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

10. RIGHT OF ENTRY

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

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

11. LIABILITY FOR DAMAGES

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

12. DESTRUCTION OF PREMISES

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

13. EMINENT DOMAIN

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

14. MUTUAL'S RIGHTS AND REMEDIES

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

15. TIME IS ESSENCE; WAIVER

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

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

16. SUBORDINATION

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

17. NOTICES

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

18. PARTIES BOUND

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

19. ATTORNEY'S FEES

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

Sublessor(s)

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

Sublessee(s)

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



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

From: Village Management Services Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Village Management Services Inc.



When you get approved, please set this up.

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

When seconds count, you can count on...



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

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

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

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

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

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



Application for Sublease Permit Check List

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

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

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

The information provided must be legible for digital imaging.

Complete Package can be submitted:

BY MAIL

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

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

Laguna Woods Village
 Attention Leasing
 24351 El Toro Road
 Laguna Woods, CA 92637~~8~~



Subleasing Information for Sublessors – Co-ops

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

MEMBER IDENTIFICATION CARDS

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

BOARD OF DIRECTORS APPROVAL

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

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

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

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

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

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

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

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

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

SHORT-TERM SUBLEASES

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

MEMBER RESPONSIBILITY

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

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

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

Email:
Leasing@vmsinc.org

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

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

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

United Address _____

Sublessee ID No. _____ Sublessee ID No. _____ Sublessee ID No. _____

PARTIES

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Sublessor(s)

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

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

Agent, Agency or Owner Executing Application

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

Sublessee(s)

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

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

CORPORATION APPROVAL OF APPLICATION – PERMIT TO SUBLEASE PREMISES

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

Date

By

Authorized Agent

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

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

EXHIBIT A

RE: NOTICE TO SUBLESSEE - ASSIGNMENT OF RENTS

Dear

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

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

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

Attn: Unit Payment Representative

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

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

Sincerely,

Bryan English Accounting
Supervisor Financial
Services Division

cc: Sublessor
Leasing Department

Sent by Certified Mail

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

Sublessor Authorization for Maintenance Services Work

Unit No. _____

Sublease Term

From: _____

To: _____

Dear United Laguna Woods Mutual Sublessor:

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

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

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

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

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

=====

SUBLESSOR/SUBLESSEE ACKNOWLEDGMENT

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

Sublessor(s)

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

Sublessee(s)

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



Residency Restrictions
Important Information – Please Read Carefully

Unit No.

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

Sublessee Initial(s)

- ☐ ☐ Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.
- ☐ ☐ Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.
- ☐ ☐ When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.
- ☐ ☐ Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or alterations@vmsinc.org. Contractors' trash must not be put into community dumpsters.
- ☐ ☐ Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- ☐ ☐ Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.
- ☐ ☐ The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.
- ☐ ☐ Units may not be sublet for more than 12 months unless renewed and not less than 30 days.
- ☐ ☐ United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

Sublessee(s)

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

Request to Sublet Cooperative

Unit No.

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

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

RESPONSE REQUIRED

Sublessor(s)

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

AGREEMENT TO WAIVE RIGHT TO USE OF COMMUNITY FACILITIES

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

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

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

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

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

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

Sublessor(s)

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

| | | |
|--|--|--|
| | | |
|--|--|--|



Notice to Co-Op Sublessors and Sublessees

Time Limits for Subleasing Co-op Units

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

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

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

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

Sublessor(s)

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

Sublessee(s)

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



Permit to Sublease a Unit General Conditions

1. MEMBER RESPONSIBILITY

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

2. MUTUAL APPROVAL

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

3. UNITED MUTUAL AND GOLDEN RAIN FOUNDATION RULES

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

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

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

~~3.~~ 4. SUBLESSORS' CONTINUED RESPONSIBILITY; SUBLESSEES' RESPONSIBILITY

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

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4- 5. USE OF UNIT; OCCUPANCY

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

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

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

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

5-6. GRF SERVICES

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

6-7. MUTUAL, GRF FEES

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

7-8. ASSIGNMENT AND SUBLEASING PROHIBITED

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

8-9. ALTERATIONS, REPAIRS AND MAINTENANCE

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

9-10. RIGHT OF ENTRY

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

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

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

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

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

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

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

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

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

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

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

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

~~15-16.~~ SUBORDINATION

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

~~16-17.~~ NOTICES

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

~~17-18.~~ PARTIES BOUND

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

~~18-19.~~ ATTORNEY'S FEES

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

Sublessor(s)

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

Sublessee(s)

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

| | | |
|--|--|--|
| | | |
|--|--|--|



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

From: Village Management Services Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~January 1, 2016~~

Village Management Services Inc.



When you get approved, please set this up.

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

When seconds count, you can count on...



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

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

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

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

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

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



STAFF REPORT

DATE: July 20, 2023
FOR: Governing Documents Review Committee
SUBJECT: Rules for Committee Meetings

RECOMMENDATION

Review and file.

BACKGROUND

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

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

DISCUSSION

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

FINANCIAL ANALYSIS

None.

Prepared By: Francis Gomez, Operations Manger

Reviewed By: Blessilda Wright, Compliance Supervisor

ATTACHMENT(S)

Attachment 1: Open Meeting Act Protocol and Procedures



RESOLUTION 01-11-228

WHEREAS, effective January 1, 2012, changes to Civil Code Section 1363.05 (Open Meeting Act - "OMA") eliminates the Board's ability to take some actions without a meeting of the Board; and

WHEREAS, the OMA provides there are penalties of up to \$500 per Board violation, plus fees and costs, for non-compliance of the OMA if a Member brings a lawsuit against United Mutual for same; and

WHEREAS, per the advice of United's legal counsel, the Board should follow certain guidelines to prevent liability exposure to United Mutual and individual volunteer Board members;

NOW THEREFORE BE IT RESOLVED, December 13, 2011, that the Board of Directors of this Corporation hereby adopts the following guidelines, protocol and procedures to conduct Board/Association business in accordance with the OMA:

1. All general session open Board meetings (where a majority of Board members will be in attendance) shall be noticed with an agenda which shall be posted in the common area at least 4 days before the meeting; executive session meeting agendas and notices shall be posted in the common area at least 2 days before the meeting, except for emergency executive session meetings.
2. Any subject matter or item of business that is within the authority of the Board, which has been placed on a Board agenda, cannot be discussed, deliberated or acted on outside a noticed Board meeting, which includes, without limitation, electronic communications.
3. Informal meetings such as "coffees" among Members and Directors are allowed so long as the subject of discussion is not a Board agenda meeting topic that is to be addressed at the next noticed meeting of the Board.
4. Board members shall not take action by way of unanimous written consent, except for emergencies, so long as the vote of the Board is unanimous.
5. No Board meeting shall be held via email or by other electronic communication unless the meeting is for emergency purposes, the Board agrees to the meeting by unanimous written consent, the vote of the Board is unanimous and such written consent shall be filed with the minutes of the meeting of the Board.
6. At least one Board member must be physically present at the location specified in the Board meeting notice for teleconference meetings, except for emergency meetings as set forth in Item No. 5 above.

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 01-23-xxx
Lodger Policy and Application**

WHEREAS, Civil Code § 1946.5 defines a “lodger” as a person contracting with the owner of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the owner, where the owner retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit;

WHEREAS, in context here, in order to classify a guest/tenant as a “lodger,” the Shareholder must retain access to all areas of the dwelling unit and have overall control of the dwelling unit. Also under Civil Code Section 1946.5, in order to remove a lodger from the dwelling unit, the Shareholder must give the lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Shareholder can treat the lodger as a “trespasser” and have the lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense);

WHEREAS, the United Mutual Board recognizes the need to adopt a Lodger Policy and Application to ensure compliance with United’s GRF’s and VMS’s Governing Documents;

NOW THEREFORE BE IT RESOLVED, July xx, 2023, that the Board of Directors of this Corporation hereby approves and adopts the **Lodger Policy and Application**, 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.



Lodger Policy and Application Contents

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To view this Lodger Policy and Application package online, visit lagunawoodsvillage.com and click on Neighborhoods/Realtor & Escrow Information/Leasing Package/United Laguna Woods Mutual



Lodger Policy & Application
Resolution 01-23-xxx
 Adopted xxxxxxxx

I. Purpose

United Laguna Woods Mutual (United) authorizes Members, as defined in the Bylaws and referenced in the Occupancy Agreement, to sublease their Units. Civil Code § 1946.5 further authorizes Resident Members to rent out a room in their dwelling units to a "Lodger," defined as a person contracting with the Resident Member of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the Resident Member, where the Resident Member retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit.

Also under Civil Code Section 1946.5, in order to remove a Lodger from the dwelling unit, the Resident Member must give the Lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Resident Member can treat the Lodger as a "trespasser" and have the Lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense).

The purpose of this document is to set forth the Lodger Policy & Application which shall be a governing document of United and shall be enforceable against all Members.

II. Definitions

For purposes of this Lodger Policy, the definitions set forth below shall apply. To the extent any term is capitalized herein but not defined, the definition set forth in United's Bylaws and/or Occupancy Agreement shall apply.

- A. Agent – Individual employed by Village Management Services Inc. (VMS) authorized to act on behalf of United.
- B. Application – The Lodger Rental Application form (also known as "Lodger Rental" after Approval of the Application) prescribed by United to apply for Approval to rent a room in a Resident Member occupied Unit.
- C. Approval – Written authorization to rent a room in a Unit granted by the United Board or authorized VMS staff member(s).
- D. Assessment – The monthly charge that United levies against all Members and their Units and collects monthly pursuant to its Governing Documents.
- E. Board of Directors – (also known as "United Board of Directors", "Board", "United Board") – United's elected volunteer officials responsible for all operations of the association and ensures that the Governing Documents are followed and enforced.
- F. Charge – Fee, fine and/or monetary penalty that United and/or GRF may levy upon a Member pursuant to their Governing Documents.



- G. Community – Laguna Woods Village.
- H. Development – The property and all buildings, structures, utilities, common areas, units, and other improvements located thereon, and all appurtenances thereto, which are intended to create a stock cooperative as described by applicable law.
- I. Golden Rain Foundation (GRF) – The nonprofit mutual benefit corporation organized to manage and maintain the community facilities and services for the Community.
- J. Governing Documents - The Articles of Incorporation, Bylaws of United, the Occupancy Agreement (any addendums), and any rules and regulations adopted by United.
- K. GRF Community Rules – The Articles of Incorporation, Bylaws of GRF, and any rules and regulations adopted by GRF.
- L. Identification (ID) Card – Photo ID card issued by GRF to Lodgers authorizing use and access to the community facilities.
- M. Lease/Rental Office – Located in the Resident Services Department in the Laguna Woods Village Community Center, which ensures that a Lodger Application comports with the Governing Documents.
- N. Member – (also known as “Shareholder” or “Sublessor”) - A Shareholder who has been approved by United as being entitled to membership in United and has an appurtenant right of membership in GRF.
- O. Occupancy Agreement – the agreement between United and its Members under the terms of which the Members are entitled to enjoy possession of their respective Units and the use of the facilities owned by GRF.
- P. Qualifying Resident – Person who resides in the Unit, is at least 55 years of age and has been approved by the Board of Directors for membership and occupancy in accordance with the provisions of the Bylaws.
- Q. Lodger - a qualifying individual contracting with a Member for a room or room and board within the dwelling unit personally occupied by the Member, where the Member retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit.
- R. Resident Member – A Member who personally resides in the Member’s Unit.
- S. RFID – Radio Frequency Identification tag placed on a Member’s vehicle to gain access into the Community via the automated gate system.
- T. Rush – Application submitted fewer than 10 business days before the approved Lodger room rental effective start date.
- U. Shareholder – A Qualifying Resident approved by the Corporation to exclusively occupy



a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued.

- V. Lodger Room Rental Extension – Parties to the room rental may request an extension of time at the end of the room rental period if the original period is shorter than 12 months, subject to the Board of Director’s prior written approval.
- W. Lodger Policy – This policy that sets forth the rules, regulations and procedures that governs the renting of a room in a Unit.
- X. Lodger Room Rental Renewal – Parties to the room rental may request a renewal no more than 60 days prior to the end of the 12-month period.
- Y. Unit (also known as “Manor”) – a dwelling unit owned by United, and the Members’ separate interest; specifically, the exclusive right to occupy a specific portion of the real property within the Development.
- Z. United Laguna Woods Mutual (also known as “Corporation”, “United”, or “Mutual”) - The nonprofit mutual benefit corporation organized to provide housing to its Members on a mutual nonprofit basis.

AA.Village Management Services Inc. (VMS) – Managing agent for United and GRF.

III. Fees

Members applying to rent a room in the Resident Member occupied Unit shall pay fees associated with the review, processing, and Approval of the Lodger Rental Application. The fees shall be set forth in the fee schedule which will be distributed by the Mutual annually with the Annual Policy Statement.

IV. Terms and Conditions

A. General Information

- 1. Authorization to rent a room shall be effective only when approved in advance, in writing by United or by an authorized VMS staff member(s) of United; the Approval of any lodger room rental shall be limited to the terms specified herein.
- 2. The term of a room rental may not be less than 30 days, nor may the term of a room rental exceed 12 months, subject to a Lodger Rental Renewal. Consent to one Lodger room rental shall not obligate the Corporation to consent to any other Lodger room rental.
- 3. A copy of a separate pending lodger room rental agreement between parties must be provided to United prior to the Lodger’s move-in to the Member’s Unit.
- 4. No Member may rent out a room in the Unit to a Lodger if delinquent in carrying charges or assessments at the time of the proposed/intended rental of a room, except with Board approval and subject to an assignment of rents (as set forth in Resolutions U-91-73 and U-01-10 and referenced herein below.



5. Renewal of the Lodger room rental shall require the prior written Approval of United provided that United shall not be obligated or have any duty to approve such extension or renewal regardless of a Member's or Lodger's circumstances unless required by law. If Member chooses to use a realtor to renew or extend the Lodger room rental, all commissions payable to a realtor shall be the Members' obligation.
6. United shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lodger Policy which requires notice to the Members of United.
7. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of health care or assisted living is provided by United. Each Lodger is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from United's Governing Documents and United's "Private Caregiver Policy."
8. All Lodgers shall meet the age requirements for occupancy and residency as required and established under United's Governing Documents and California Civil Code §51.3 (and any successor statute).
9. United, GRF and VMS are not parties to the terms of a room rental agreement between the Member and Lodger, and will not be involved in resolving any disputes between the Member and Lodger; provided, however that if a Member of Lodger is in violation of the Governing Documents or this Lodger Policy, United shall have all rights and remedies available to it under the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Policy.
10. All Lodger room rental agreement terms between Member and Lodger pertaining to rent amounts, payment of rents (other than the assignment of rents), fees, repair costs and commissions, or any other stipulations are a matter of concern between the Member and Lodger, and neither United, GRF, nor VMS shall be responsible for any terms therein.
11. The Lease/Rental Office will notify the Member of the approval/denial status of the Application within 10 business days of its written submittal. A rush fee will be imposed by United on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that United will be able to complete a Rush authorization approval request in the Members' requested timeframe.
12. United has adopted a Non-Smoking Policy (Resolution 01-11-181) and is authorized to take disciplinary action against a Member who is in violation of said Policy. United may take disciplinary action against a Member for violation of the Non-Smoking Policy by a Member's Lodger.



13. The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lodger, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lodger.

B. Charges

1. Member and Lodger acknowledge that the Member is obligated to pay Charges and Assessments imposed by United Mutual and/or GRF pursuant to this Lodger Policy and the Governing Documents.
2. The Member or Lodger may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees and cable services upgrade charges.
3. Lodger shall be responsible to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by the Mutual or GRF.
4. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Sublessor Authorization for Maintenance Services Work form (Exhibit C) as to whether the Lodger may request such services. In any event, the Member shall be responsible for the chargeable repair services.
5. There is a fee collected by the Lease/Rental Office to review and process any new/extension/renewal applications, which include, but are not limited to analysis of payment and disciplinary history. (See Section III of this Lodger Policy).
6. An authorized and/or designated VMS staff member(s) for the United Board of Directors assumes responsibility for obtaining Board Approval and issuing Lodger ID Cards.

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or United Charges and/or Assessments, as required under the Governing Documents and GRF Community Rules, Member and Lodger each acknowledge and agree that the Member hereby assigns to and confers upon United, the right, but not the obligation, to collect and retain the rent payable by the Lodger and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents that may be incurred or assessed by United in connection with the delinquent Assessment and/or GRF and/or United Charges. GRF and/or United may collect rent directly from a Member's Lodger to satisfy a Member's debt for delinquent United Charges and/or Assessments.
2. Member and Lodger acknowledge and agree that, concurrent with notice in writing to the Member, United shall be entitled to directly receive the rent by delivering to the Lodger at the Unit a "Notice to Sublessee / Lodger - Assignment of Rents" ("Notice of Assignment of Rents") (Exhibit B). Upon receipt of such



"Notice", the Sublessee / Lodger shall directly forward all payments of rent required under the room rental agreement between parties to United at the address set forth in the "Notice" until the Lodger receives a second notice to the effect that the Lodger may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lodger Policy which requires notice to the Members of United.

3. To the fullest extent permitted by law, such payments of rent paid directly to United shall continue until the delinquent monthly Assessments and Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by United is in excess of the amounts owed by the Member, then United shall refund the difference, less any processing fee(s), to the Member within 30 business days of receipt of such rental payment.
4. Lodger shall not be in breach of the room rental agreement between parties solely as a result of making rental payments directly to United, and further that the Member shall not take any other action or avail itself of any other remedies against the Lodger under the room rental agreement or otherwise based on the Lodger's direct payment of rent to United following receipt of a Notice of Assignment of Rents.
5. It is specifically agreed that United is not and will not be assuming any of the responsibilities of the Member or Lodger to fulfill any of the terms, conditions and covenants between the Member and Lodger.

D. ID Cards and Privileges

1. Lodger ID Cards shall be issued for a period not longer than the duration of the room rental or a 12-month period, whichever is shorter, and may be eligible for renewal upon extension or renewal of the room rental.
2. Lodger ID cards are not issued until all paperwork required pursuant to the Lodger Policy is received and the Application has been approved in advance in writing by United.
3. Lodger ID cards and resident RFIDs will be available no sooner than seven days prior to the parties' rental start date unless United approves a Lodger Rental Application under the Rush standards referenced hereinunder.
4. A "Waiver of Liability" form must be executed by the Member and Lodger if access to and into the Community prior to the rental start date is required.
5. Lodger may use the GRF facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time. The Lodger, at all times, shall comply with any and all rules, prohibitions and/or restrictions established by GRF with respect to the use of GRF's common amenities and facilities.



6. At the end of the room rental period, the Member is required to return all gate entry passes including ID cards, automobile decals, RFIDs, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee, unless an extension is granted. (See Section III, Fees).

E. Occupancy

1. It is required that Members obtain/perform both background and credit checks on new Lodgers as well as check references provided by the Lodger to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lodgers who violate United's and GRF's Governing Documents. United shall have no liability with respect to any background check obtained/performed or failure to conduct a background check.
2. No person, including but not limited to a Lodger, may reside in a Unit without the prior written approval of the United Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at 949-597-4600 for any change in residency status.
3. Lodger shall not assign a room rental or any interest therein and shall not sublet the Unit or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Member and Mutual. A consent to one assignment, subleasing, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subleasing, occupation or use by any other person. Any such assignment or subleasing without such consent shall be void and, at the option of the Mutual and/or Member, shall constitute a breach of the room rental. The interest of Member in a room rental shall not be assignable by operation of law without written consent of the Mutual.
4. An application to reside in a Unit shall be made on the form prescribed by the United Board pursuant to this Lodger Policy and attached hereto. Any changes in such form shall not be deemed a change in this Lodger Policy which requires notice to the Members of United.
5. Unit rentals must be for a period not less than 30 days.
6. Any rentals longer than 12 months will require a room rental to be renewed annually and is subject to the terms and conditions set forth herein.
7. Unless otherwise required by law, the maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Unit, and no more than three persons in a two-bedroom Unit. There are additional monthly GRF and United Laguna Woods Mutual fees for each person in excess of two.
8. The Unit shall be used and occupied solely as a private residential dwelling and for no other purpose. No business or commercial venture may be conducted in



the Unit.

9. Only a Member of United named under an Occupancy Agreement has the right to rent a room in the Unit, and no person shall reside in a Unit, other than those listed on the approved room rental.
10. No Member or Lodger may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Nextdoor or any similar website), unless the room rental between parties satisfies the requirements of the Governing Documents for United and GRF, including, but not limited to, the requirement of a thirty (30) day minimum rental term.
11. No Unit or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days in any print media (such as newspapers, magazines, local bulletin boards, etc.) and/or on any website (including without limitation Airbnb, VRBO, social media, listing service or any similar website).

F. Move In/Move Out and Bulky Items Delivery/Pickup

1. When moving into the Community and disposing of boxes, Lodgers must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
2. When moving out of the Community, the Lodger is responsible for hauling away excessive materials/furniture. Bulky items are collected on a weekly basis free of charge. CR&R should be called at 949-625-6735 to know when the pick-up service is offered and for information as to what can or cannot be hauled away.
3. Each Member is responsible for any damage caused by his or her movers or any deliveries to the common area and/or other United property.
4. No oversized furniture, appliances, non-broken-down boxes or other similar items may be discarded outside of the Unit at any time, except to the extent permitted by the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Policy.

G. Alterations, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval from United Mutual in advance of construction for any proposed internal and external structural alterations, additions, improvements and modifications to the Unit or any landscape changes. Applications may be obtained from the Resident Services Department located at the Community Center and may be reached at 949-597-4600.

The Member and Lodger understand that the Unit shall not be altered, repaired or changed without prior written authorization of Member and United. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be performed either by or under the direction of United; shall be the property of Member; and shall remain upon and be



surrendered with the Unit. Only applications submitted by the Member will be considered by the Board. Lodgers shall not have the right to submit an application for structural alterations.

2. Lodger shall authorize United, Member and/or their respective authorized VMS staff member(s) to enter into and upon the Unit at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies, (c) maintaining the building in which the Unit is situated and (d) making repairs, alterations or additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.

Lodger shall not be entitled to any damages, or any rebate or abatement of rent for any loss of occupation or quiet enjoyment of the premises on account of any such entry by United or Member. No landlord-tenant relationship is created by way of United's need to enter a Unit or perform work to any common areas accessible through a Lodger occupied Unit.

H. Insurance

1. Lodger's personal property is not insured by United.
2. Renters' insurance is strongly recommended. (See Section I, Rights and Remedies, Item 1, 2, 3 and 4 below).

I. Rights and Remedies

1. Lodger hereby waives, to the maximum extent authorized by law, all claims against United for damages to personal property in, upon or about said Unit and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lodger shall, to the fullest extent permissible by law, hold Member, United, GRF and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Unit and Member shall be responsible for the acts or omissions of his or her Lodger including, but not limited to, all damages to the Unit, to the building in which the Unit is located, and to the common areas of the Community.
3. Any notice required under this policy to Member, Lodger or United shall be given by personal service, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lodger: at the Unit; and to United: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no street address for mail delivery to United.
4. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
5. If any legal action or proceeding is commenced by either party or United to enforce any part of this policy and/or Lodger, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.



J. Enforcement

United is authorized to take disciplinary action against a Member whose property may be found in violation of this Lodger Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lodger are entirely responsible for ensuring that the Governing Documents, including, but not limited to the GRF Community Rules, and this Lodger Policy are complied with by anyone they allow into the Community.

1. The Member and Lodger must read and agree to comply with and be bound by all the Governing Documents, the Community Rules, and the Terms and Conditions of this Lodger Policy.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.
3. The Member and Lodger are responsible for any visitor or guest who violates any Governing Documents, the GRF Community Rules, and the Terms and Conditions of this Lodger Policy, and for any Charges or Assessments incurred.
4. Lodger shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by United and/or GRF. Notwithstanding the foregoing, whether or not Lodger complies with the foregoing, a Member shall be solely responsible to United for any and all costs incurred by United resulting from a Member's room rental including but not limited to costs incurred solely due to the acts or omissions of a Lodger and their guests and invitees.
5. The Member shall give United a non-exclusive grant to enforce United's governing documents against the Members' Lodger if the Member fails to gain the Lodger's compliance, including but not limited to the ability of United to seek and pursue court intervention against the Lodger.

K. Discipline

Subject to Section M below, in the event that any Lodger fails to honor the provisions of any Governing Document, United may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of the Lodger's privileges to use any recreational common facilities, or the imposition of fines and penalties against the Member or Lodger. Any Lodger charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Member is entitled as provided in Section M below. Every Member shall be responsible for assuring his or her Lodger's compliance with the Governing Documents.

L. Due Process Requirements for Disciplinary Action



Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Development or to preserve the rights of quiet enjoyment of other residents, United shall have no right to initiate disciplinary action against a Member or Lodger on account of the misconduct of the Lodger unless and until the following conditions have been satisfied:

1. The Member has received written notice from the Board, VMS or authorized representative detailing the nature of the Lodger alleged infraction or misconduct and advising the Member of his or her right to a hearing on the matter. Such written notice shall be deemed satisfied by sending it to the Member's address, as it appears in United's records.
2. The Member has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, not less than ten (10) days from the date of the notice.
3. The Member has failed to prevent or correct the Lodger's objectionable actions or misconduct or has failed to remove the Lodger as provided for under Civil Code Section 1946.5.

M. Time is of the Essence; Waiver

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

- END -



EXHIBIT A

Notice

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

From: Village Management Services Inc.

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

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

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

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

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9 a.m. and 5:00 p.m., Monday through Friday.

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

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in *many* building products, including but not limited to: ceiling tile, floor



tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation and heating duct material/insulation.

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

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

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

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

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

~~January 1, 2016~~

Village Management Services Inc.



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

EXHIBIT B

RE: NOTICE TO ~~SUBLESSEE / RENTER~~LODGER - ASSIGNMENT OF
RENTS

Dear

Pursuant to IV (C) of the Terms and Conditions to the ~~Sublease / Room
Rental~~Lodger Policy (or ~~Sublease / Lodger~~ Room Rental Extension or Lodger
Room Renewal Application) which you executed on/as the
~~Lodger~~Sublessee/Renter, with _____
as the Sublessor, for the premises located in United Laguna Woods Mutual,
Unit Number _____, you are hereby notified that your
monthly rental payment should be made directly to the Golden Rain Foundation,
a California nonprofit corporation (hereinafter the "Corporation"), to cover the
delinquent assessment payment which your Sublessor owes to the
Corporation.

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

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

Attn: Unit Payment Representative

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

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

Sincerely,

Bryan English, Accounting Supervisor Financial Services Division

cc: Sublessor
Leasing Department



Sent by Certified Mail

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

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EXHIBIT C
Sublessor Authorization for Maintenance Services Work

| |
|---|
| Unit No. |
| LodgerSublessee/ Room -Rental Term |
| From:_____ |
| To:_____ |

Dear United Laguna Woods Mutual Sublessor:

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

Repair services may be requested from the Mutual or an outside repair firm. Please be advised all fees for chargeable repair services performed by the Mutual are the responsibility of the Sublessor/~~Renter~~ and will be billed to the Sublessor. Collection of charges from the ~~LodgerSublessee/Renter~~ is the responsibility of the Sublessor. Services billed directly to the ~~LodgerSublessee~~ include cable TV and high-speed internet.

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

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

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

=====

SUBLESSOR/~~LODGERSUBLESSEE/RENTER~~_ACKNOWLEDGMENT

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

1. Sublessor(s)

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

2. ~~LodgerSublessee(s)/Renter(s)~~

| 1 Name (Print) | Signature | Date |
|----------------|-----------|------|
|----------------|-----------|------|



| | | |
|----------------|-----------|------|
| | | |
| 2 Name (Print) | Signature | Date |
| | | |

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Exhibit D

Lodger Sublease / Room Rental Application

Members applying for Approval to ~~sublease their Unit or~~ rent a room in their Unit must, together with each of their prospective LodgerSublessee(s)/Renter(s), fill out the Application on the following pages in order to obtain the necessary Approval from United for such Lodgersublease/room Rental. The steps and required information/documentation that must be provided along with the Application are described below:

- A. The member must complete and submit the written LodgerSublease/Room Rental Application to the Lease/Rental Office for board review. The Application is available for download at lagunawoodsvillage.com or upon request from the Lease/Rental Office.
- B. The Application and additional documentation must be submitted to the Lease/Rental Office for new leases, renewals and extensions.
- C. All information provided must be legible for digital imaging.

Required documentation:

- ____ 1. Completed LodgerSublease / Room Rental Application (new, renewal or extension)
- ____ 2. Check for processing fee made payable to GRF ~~(see Section III Fees above)~~
- ____ 3. Member(s) resident ID card(s) (only for initial room rental~~sublease~~); ~~except in the instance of a room rental.~~
- ____ 4. Copy of proof of age/identity (driver's license, birth certificate or passport) for each LodgerSublessee or Renter
- ____ 5. Copy of the ~~sublease/room~~ rental agreement between Member and LodgerSublessee or Renter for the current rental term~~year~~. ~~(Separate from this application, it~~ is the Member's responsibility to provide United with a copy of the ~~sublease/room~~ rental agreement with LodgerSublessee or Renter. Such rental agreement is not included within this Application package, and is not provided by the Laguna Woods Village Leasing/Rental Office.)
- ____ 6. Credit Report with FICO Score from Experian, TransUnion or Equifax
- ____ 7. A Nationwide Background Check – Examples:

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www.tenantbackgroundsearch.com
www.american-apartment-owners-association.org www.rentspree.com

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

____ 8. Executed Sublessor Authorization for Maintenance Services Work form

- D. The Board or authorized VMS staff member(s) will review the ~~LodgerSublease/Room~~ Rental Application and approve or deny the request in writing.
- E. Upon receipt of a ~~LodgerSublease / Room~~ Rental Application for a new, renewal or extension, the Lease/~~Rental~~ Office will research and take into consideration whether the Member and/or ~~LodgerSublessee~~ has received notices of rule violations or any outstanding charges and assessments before ~~A~~approval of the ~~A~~application can occur. ~~If there are any outstanding charges and assessments, the Lease/Rental Office will request payment and/or refer the matter to the Finance Department who may will issue a notice as set forth in Exhibit B for assignment of rents. Extensive history of such events, complaints, violations, and/or member disciplinary action may result in application denial. Extensive history of such events may result in application denial.~~
- F. The Lease/~~Rental~~ Office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. ~~Rush-A~~applications, ~~including, without limitation, Rush a~~Applications, may be delayed if the Leasing/~~Rental~~ Office notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.
- G. The ~~LodgerSublease / Room~~ Rental Application will be emailed to the Member or his/her agent once approved by the ~~B~~oard of ~~D~~irectors. The Member is responsible for providing a copy of the ~~LodgerSublease / Room- Rental~~-Policy and Application to the ~~LodgerSublessee/Renter~~.
- H. The Lease/~~Rental~~ Office hours of operation are Monday through Friday, except federal holidays, 8:00 a.m. – 5:00 p.m.

Telephone: 949-597- 4323

Email: Leasing@vmsinc.org

Physical Address:

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

Mailing Address:

Laguna Woods Village Attn: Leasing/~~Rental~~ Office
 P.O. Box 2220 Laguna Hills, CA 92654

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



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LodgerSublease / Room Rental Application:
United ~~Mutual Co-operative~~ Laguna Woods Mutual

Unit No: _____

~~D~~Return~~rop off~~ completed Application to the Leasing/Rental Office located in the Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4323600; or email Application to leasing@vmsinc.org.

The LodgerSublease / Room Rental is subject to the terms and provisions of the LodgerSublease / Room Rental Policy & Application General Conditions attached incorporated herein by reference and made a part hereof and shall be effective when approved by the Mutual.

| | |
|--------------------------------------|-------------|
| <u>Unit/Manor</u> Information | |
| <u>Unit/Manor</u> Address: | |
| Carport #: | Space #: |
| Lease Term Date From: | To: |
| Member #1 Information | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |
| Member #2 Information | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |
| Agent or Agency | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |

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| Reason for Subleasing a Unit or Renting a Room in the Unit | |
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| | |
|---|-------------|
| Information for LodgerSublessee/Renter #1 | |
| LodgerSublessee/Renter #1 ID No. | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Date of Birth: | SS#: |
| Email: | |
| Move-in Date: | |
| Present Home Address: | |
| Prior Address: | |
| Length of Time/From: | To: |
| Has proposed LodgerSublessee/Renter #1 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has proposed LodgerSublessee/Renter #1 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Information for LodgerSublessee/Renter #2 | |
| LodgerSublessee/Renter #2 ID No. | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Date of Birth: | SS#: |
| Email: | |
| Move-in Date: | |
| Present Home Address: | |
| Prior Address: | |
| Length of Time/From: | To: |
| Has proposed LodgerSublessee/Renter #2 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has proposed LodgerSublessee/Renter #2 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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Agenda Item 6c
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| | |
|--|--|
| The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied . | The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved . |
| SIGNATURE | SIGNATURE |
| SIGNATURE | SIGNATURE |
| SIGNATURE | SIGNATURE |
| DATE: | DATE: |

Date _____

By _____
Authorized Agent

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When you get approved, please set this up.

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

When seconds count, you can count on...



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

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

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

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

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

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of preferred and alternate or secondary delivery method for receiving notices from the association. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an

emergency or extended absence from the ~~Unit manager~~. Emergency contact information may be given to hospital personnel upon request.

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**Resolution 01-23-xxx
Lodger Policy and Application**

WHEREAS, Civil Code § 1946.5 defines a “lodger” as a person contracting with the owner of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the owner, where the owner retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit;

WHEREAS, in context here, in order to classify a guest/tenant as a “lodger,” the Shareholder must retain access to all areas of the dwelling unit and have overall control of the dwelling unit. Also under Civil Code Section 1946.5, in order to remove a lodger from the dwelling unit, the Shareholder must give the lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Shareholder can treat the lodger as a “trespasser” and have the lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense);

WHEREAS, the United Mutual Board recognizes the need to adopt a Lodger Policy and Application to ensure compliance with United’s GRF’s and VMS’s Governing Documents;

NOW THEREFORE BE IT RESOLVED, July xx, 2023, that the Board of Directors of this Corporation hereby approves and adopts the **Lodger Policy and Application**, 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.



Lodger Policy and Application Contents

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To view this Lodger Policy and Application package online, visit lagunawoodsvillage.com and click on Neighborhoods/Realtor & Escrow Information/Leasing Package/United Laguna Woods Mutual

Lodger Policy & Application
Resolution 01-23-xxx
Adopted xxxxxxxx

I. Purpose

United Laguna Woods Mutual (United) authorizes Members, as defined in the Bylaws and referenced in the Occupancy Agreement, to sublease their Units. Civil Code § 1946.5 further authorizes Resident Members to rent out a room in their dwelling units to a “Lodger,” defined as a person contracting with the Resident Member of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the Resident Member, where the Resident Member retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit.

Also under Civil Code Section 1946.5, in order to remove a Lodger from the dwelling unit, the Resident Member must give the Lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Resident Member can treat the Lodger as a “trespasser” and have the Lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense).

The purpose of this document is to set forth the Lodger Policy & Application which shall be a governing document of United and shall be enforceable against all Members.

II. Definitions

For purposes of this Lodger Policy, the definitions set forth below shall apply. To the extent any term is capitalized herein but not defined, the definition set forth in United’s Bylaws and/or Occupancy Agreement shall apply.

- A. Agent – Individual employed by Village Management Services Inc. (VMS) authorized to act on behalf of United.
- B. Application – The Lodger Rental Application form (also known as “Lodger Rental” after Approval of the Application) prescribed by United to apply for Approval to rent a room in a Resident Member occupied Unit.
- C. Approval – Written authorization to rent a room in a Unit granted by the United Board or authorized VMS staff member(s).
- D. Assessment – The monthly charge that United levies against all Members and their Units and collects monthly pursuant to its Governing Documents.
- E. Board of Directors – (also known as “United Board of Directors”, “Board”, “United Board”) – United’s elected volunteer officials responsible for all operations of the association and ensures that the Governing Documents are followed and enforced.
- F. Charge – Fee, fine and/or monetary penalty that United and/or GRF may levy upon a Member pursuant to their Governing Documents.

- G. Community – Laguna Woods Village.
- H. Development – The property and all buildings, structures, utilities, common areas, units, and other improvements located thereon, and all appurtenances thereto, which are intended to create a stock cooperative as described by applicable law.
- I. Golden Rain Foundation (GRF) – The nonprofit mutual benefit corporation organized to manage and maintain the community facilities and services for the Community.
- J. Governing Documents - The Articles of Incorporation, Bylaws of United, the Occupancy Agreement (any addendums), and any rules and regulations adopted by United.
- K. GRF Community Rules – The Articles of Incorporation, Bylaws of GRF, and any rules and regulations adopted by GRF.
- L. Identification (ID) Card – Photo ID card issued by GRF to Lodgers authorizing use and access to the community facilities.
- M. Lease/Rental Office – Located in the Resident Services Department in the Laguna Woods Village Community Center, which ensures that a Lodger Application comports with the Governing Documents.
- N. Member – (also known as “Shareholder” or “Sublessor”) - A Shareholder who has been approved by United as being entitled to membership in United and has an appurtenant right of membership in GRF.
- O. Occupancy Agreement – the agreement between United and its Members under the terms of which the Members are entitled to enjoy possession of their respective Units and the use of the facilities owned by GRF.
- P. Qualifying Resident – Person who resides in the Unit, is at least 55 years of age and has been approved by the Board of Directors for membership and occupancy in accordance with the provisions of the Bylaws.
- Q. Lodger - a qualifying individual contracting with a Member for a room or room and board within the dwelling unit personally occupied by the Member, where the Member retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit.
- R. Resident Member – A Member who personally resides in the Member’s Unit.
- S. RFID – Radio Frequency Identification tag placed on a Member’s vehicle to gain access into the Community via the automated gate system.
- T. Rush – Application submitted fewer than 10 business days before the approved Lodger room rental effective start date.
- U. Shareholder – A Qualifying Resident approved by the Corporation to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued.

- V. Lodger Room Rental Extension – Parties to the room rental may request an extension of time at the end of the room rental period if the original period is shorter than 12 months, subject to the Board of Director’s prior written approval.
- W. Lodger Policy – This policy that sets forth the rules, regulations and procedures that governs the renting of a room in a Unit.
- X. Lodger Room Rental Renewal – Parties to the room rental may request a renewal no more than 60 days prior to the end of the 12-month period.
- Y. Unit (also known as “Manor”) – a dwelling unit owned by United, and the Members’ separate interest; specifically, the exclusive right to occupy a specific portion of the real property within the Development.
- Z. United Laguna Woods Mutual (also known as “Corporation”, “United”, or “Mutual”) - The nonprofit mutual benefit corporation organized to provide housing to its Members on a mutual nonprofit basis.

AA.Village Management Services Inc. (VMS) – Managing agent for United and GRF.

III. Fees

Members applying to rent a room in the Resident Member occupied Unit shall pay fees associated with the review, processing, and Approval of the Lodger Rental Application. The fees shall be set forth in the fee schedule which will be distributed by the Mutual annually with the Annual Policy Statement.

IV. Terms and Conditions

A. General Information

1. Authorization to rent a room shall be effective only when approved in advance, in writing by United or by an authorized VMS staff member(s) of United; the Approval of any lodger room rental shall be limited to the terms specified herein.
2. The term of a room rental may not be less than 30 days, nor may the term of a room rental exceed 12 months, subject to a Lodger Rental Renewal. Consent to one Lodger room rental shall not obligate the Corporation to consent to any other Lodger room rental.
3. A copy of a separate pending lodger room rental agreement between parties must be provided to United prior to the Lodger’s move-in to the Member’s Unit.
4. No Member may rent out a room in the Unit to a Lodger if delinquent in carrying charges or assessments at the time of the proposed/intended rental of a room, except with Board approval and subject to an assignment of rents (as set forth in Resolutions U-91-73 and U-01-10 and referenced herein below.
5. Renewal of the Lodger room rental shall require the prior written Approval of United provided that United shall not be obligated or have any duty to approve

such extension or renewal regardless of a Member's or Lodger's circumstances unless required by law. If Member chooses to use a realtor to renew or extend the Lodger room rental, all commissions payable to a realtor shall be the Members' obligation.

6. United shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lodger Policy which requires notice to the Members of United.
7. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of health care or assisted living is provided by United. Each Lodger is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from United's Governing Documents and United's "Private Caregiver Policy."
8. All Lodgers shall meet the age requirements for occupancy and residency as required and established under United's Governing Documents and California Civil Code §51.3 (and any successor statute).
9. United, GRF and VMS are not parties to the terms of a room rental agreement between the Member and Lodger, and will not be involved in resolving any disputes between the Member and Lodger; provided, however that if a Member of Lodger is in violation of the Governing Documents or this Lodger Policy, United shall have all rights and remedies available to it under the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Policy.
10. All Lodger room rental agreement terms between Member and Lodger pertaining to rent amounts, payment of rents (other than the assignment of rents), fees, repair costs and commissions, or any other stipulations are a matter of concern between the Member and Lodger, and neither United, GRF, nor VMS shall be responsible for any terms therein.
11. The Lease/Rental Office will notify the Member of the approval/denial status of the Application within 10 business days of its written submittal. A rush fee will be imposed by United on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that United will be able to complete a Rush authorization approval request in the Members' requested timeframe.
12. United has adopted a Non-Smoking Policy (Resolution 01-11-181) and is authorized to take disciplinary action against a Member who is in violation of said Policy. United may take disciplinary action against a Member for violation of the Non-Smoking Policy by a Member's Lodger.
13. The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lodger, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lodger.

B. Charges

1. Member and Lodger acknowledge that the Member is obligated to pay Charges and Assessments imposed by United Mutual and/or GRF pursuant to this Lodger Policy and the Governing Documents.
2. The Member or Lodger may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees and cable services upgrade charges.
3. Lodger shall be responsible to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by the Mutual or GRF.
4. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Sublessor Authorization for Maintenance Services Work form (Exhibit C) as to whether the Lodger may request such services. In any event, the Member shall be responsible for the chargeable repair services.
5. There is a fee collected by the Lease/Rental Office to review and process any new/extension/renewal applications, which include, but are not limited to analysis of payment and disciplinary history. (See Section III of this Lodger Policy).
6. An authorized and/or designated VMS staff member(s) for the United Board of Directors assumes responsibility for obtaining Board Approval and issuing Lodger ID Cards.

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or United Charges and/or Assessments, as required under the Governing Documents and GRF Community Rules, Member and Lodger each acknowledge and agree that the Member hereby assigns to and confers upon United, the right, but not the obligation, to collect and retain the rent payable by the Lodger and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents that may be incurred or assessed by United in connection with the delinquent Assessment and/or GRF and/or United Charges. GRF and/or United may collect rent directly from a Member's Lodger to satisfy a Member's debt for delinquent United Charges and/or Assessments.
2. Member and Lodger acknowledge and agree that, concurrent with notice in writing to the Member, United shall be entitled to directly receive the rent by delivering to the Lodger at the Unit a "Notice to Sublessee / Lodger - Assignment of Rents" ("Notice of Assignment of Rents") (Exhibit B). Upon receipt of such "Notice", the Sublessee / Lodger shall directly forward all payments of rent required under the room rental agreement between parties to United at the address set forth in the "Notice" until the Lodger receives a second notice to the effect that the Lodger may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B

shall not be deemed a change to this Lodger Policy which requires notice to the Members of United.

3. To the fullest extent permitted by law, such payments of rent paid directly to United shall continue until the delinquent monthly Assessments and Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by United is in excess of the amounts owed by the Member, then United shall refund the difference, less any processing fee(s), to the Member within 30 business days of receipt of such rental payment.
4. Lodger shall not be in breach of the room rental agreement between parties solely as a result of making rental payments directly to United, and further that the Member shall not take any other action or avail itself of any other remedies against the Lodger under the room rental agreement or otherwise based on the Lodger's direct payment of rent to United following receipt of a Notice of Assignment of Rents.
5. It is specifically agreed that United is not and will not be assuming any of the responsibilities of the Member or Lodger to fulfill any of the terms, conditions and covenants between the Member and Lodger.

D. ID Cards and Privileges

1. Lodger ID Cards shall be issued for a period not longer than the duration of the room rental or a 12-month period, whichever is shorter, and may be eligible for renewal upon extension or renewal of the room rental.
2. Lodger ID cards are not issued until all paperwork required pursuant to the Lodger Policy is received and the Application has been approved in advance in writing by United.
3. Lodger ID cards and resident RFIDs will be available no sooner than seven days prior to the parties' rental start date unless United approves a Lodger Rental Application under the Rush standards referenced hereinunder.
4. A "Waiver of Liability" form must be executed by the Member and Lodger if access to and into the Community prior to the rental start date is required.
5. Lodger may use the GRF facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time. The Lodger, at all times, shall comply with any and all rules, prohibitions and/or restrictions established by GRF with respect to the use of GRF's common amenities and facilities.
6. At the end of the room rental period, the Member is required to return all gate entry passes including ID cards, automobile decals, RFIDs, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee, unless an extension is granted. (See Section III, Fees).

E. Occupancy

1. It is required that Members obtain/perform both background and credit checks on new Lodgers as well as check references provided by the Lodger to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lodgers who violate United's and GRF's Governing Documents. United shall have no liability with respect to any background check obtained/performed or failure to conduct a background check.
2. No person, including but not limited to a Lodger, may reside in a Unit without the prior written approval of the United Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at 949-597-4600 for any change in residency status.
3. Lodger shall not assign a room rental or any interest therein and shall not sublet the Unit or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Member and Mutual. A consent to one assignment, subleasing, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subleasing, occupation or use by any other person. Any such assignment or subleasing without such consent shall be void and, at the option of the Mutual and/or Member, shall constitute a breach of the room rental. The interest of Member in a room rental shall not be assignable by operation of law without written consent of the Mutual.
4. An application to reside in a Unit shall be made on the form prescribed by the United Board pursuant to this Lodger Policy and attached hereto. Any changes in such form shall not be deemed a change in this Lodger Policy which requires notice to the Members of United.
5. Unit rentals must be for a period not less than 30 days.
6. Any rentals longer than 12 months will require a room rental to be renewed annually and is subject to the terms and conditions set forth herein.
7. Unless otherwise required by law, the maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Unit, and no more than three persons in a two-bedroom Unit. There are additional monthly GRF and United Laguna Woods Mutual fees for each person in excess of two.
8. The Unit shall be used and occupied solely as a private residential dwelling and for no other purpose. No business or commercial venture may be conducted in the Unit.
9. Only a Member of United named under an Occupancy Agreement has the right to rent a room in the Unit, and no person shall reside in a Unit, other than those listed on the approved room rental.
10. No Member or Lodger may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Nextdoor or

any similar website), unless the room rental between parties satisfies the requirements of the Governing Documents for United and GRF, including, but not limited to, the requirement of a thirty (30) day minimum rental term.

11. No Unit or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days in any print media (such as newspapers, magazines, local bulletin boards, etc.) and/or on any website (including without limitation Airbnb, VRBO, social media, listing service or any similar website).

F. Move In/Move Out and Bulky Items Delivery/Pickup

1. When moving into the Community and disposing of boxes, Lodgers must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
2. When moving out of the Community, the Lodger is responsible for hauling away excessive materials/furniture. Bulky items are collected on a weekly basis free of charge. CR&R should be called at 949-625-6735 to know when the pick-up service is offered and for information as to what can or cannot be hauled away.
3. Each Member is responsible for any damage caused by his or her movers or any deliveries to the common area and/or other United property.
4. No oversized furniture, appliances, non-broken-down boxes or other similar items may be discarded outside of the Unit at any time, except to the extent permitted by the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Policy.

G. Alterations, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval from United Mutual in advance of construction for any proposed internal and external structural alterations, additions, improvements and modifications to the Unit or any landscape changes. Applications may be obtained from the Resident Services Department located at the Community Center and may be reached at 949-597-4600.

The Member and Lodger understand that the Unit shall not be altered, repaired or changed without prior written authorization of Member and United. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be performed either by or under the direction of United; shall be the property of Member; and shall remain upon and be surrendered with the Unit. Only applications submitted by the Member will be considered by the Board. Lodgers shall not have the right to submit an application for structural alterations.

2. Lodger shall authorize United, Member and/or their respective authorized VMS staff member(s) to enter into and upon the Unit at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies, (c) maintaining the building in which the Unit is situated and (d) making repairs, alterations or

additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.

Lodger shall not be entitled to any damages, or any rebate or abatement of rent for any loss of occupation or quiet enjoyment of the premises on account of any such entry by United or Member. No landlord-tenant relationship is created by way of United's need to enter a Unit or perform work to any common areas accessible through a Lodger occupied Unit.

H. Insurance

1. Lodger's personal property is not insured by United.
2. Renters' insurance is strongly recommended. (See Section I, Rights and Remedies, Item 1, 2, 3 and 4 below).

I. Rights and Remedies

1. Lodger hereby waives, to the maximum extent authorized by law, all claims against United for damages to personal property in, upon or about said Unit and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lodger shall, to the fullest extent permissible by law, hold Member, United, GRF and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Unit and Member shall be responsible for the acts or omissions of his or her Lodger including, but not limited to, all damages to the Unit, to the building in which the Unit is located, and to the common areas of the Community.
3. Any notice required under this policy to Member, Lodger or United shall be given by personal service, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lodger: at the Unit; and to United: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no street address for mail delivery to United.
4. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
5. If any legal action or proceeding is commenced by either party or United to enforce any part of this policy and/or Lodger, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

J. Enforcement

United is authorized to take disciplinary action against a Member whose property may be found in violation of this Lodger Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and

Lodger are entirely responsible for ensuring that the Governing Documents, including, but not limited to the GRF Community Rules, and this Lodger Policy are complied with by anyone they allow into the Community.

1. The Member and Lodger must read and agree to comply with and be bound by all the Governing Documents, the Community Rules, and the Terms and Conditions of this Lodger Policy.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.
3. The Member and Lodger are responsible for any visitor or guest who violates any Governing Documents, the GRF Community Rules, and the Terms and Conditions of this Lodger Policy, and for any Charges or Assessments incurred.
4. Lodger shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by United and/or GRF. Notwithstanding the foregoing, whether or not Lodger complies with the foregoing, a Member shall be solely responsible to United for any and all costs incurred by United resulting from a Member's room rental including but not limited to costs incurred solely due to the acts or omissions of a Lodger and their guests and invitees.
5. The Member shall give United a non-exclusive grant to enforce United's governing documents against the Members' Lodger if the Member fails to gain the Lodger's compliance, including but not limited to the ability of United to seek and pursue court intervention against the Lodger.

K. Discipline

Subject to Section M below, in the event that any Lodger fails to honor the provisions of any Governing Document, United may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of the Lodger's privileges to use any recreational common facilities, or the imposition of fines and penalties against the Member or Lodger. Any Lodger charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Member is entitled as provided in Section M below. Every Member shall be responsible for assuring his or her Lodger's compliance with the Governing Documents.

L. Due Process Requirements for Disciplinary Action

Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Development or to preserve the rights of quiet enjoyment of other residents, United shall have no right to initiate disciplinary action against a Member or Lodger on account of the misconduct of the Lodger unless and until the following conditions have been satisfied:

1. The Member has received written notice from the Board, VMS or authorized representative detailing the nature of the Lodger alleged infraction or misconduct and advising the Member of his or her right to a hearing on the matter. Such



written notice shall be deemed satisfied by sending it to the Member's address, as it appears in United's records.

2. The Member has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, not less than ten (10) days from the date of the notice.
3. The Member has failed to prevent or correct the Lodger's objectionable actions or misconduct or has failed to remove the Lodger as provided for under Civil Code Section 1946.5.

M. Time is of the Essence; Waiver

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

- END -

EXHIBIT A

Notice

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

From: Village Management Services Inc.

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

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

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

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

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9 a.m. and 5:00 p.m., Monday through Friday.

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

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

fireproofing, pipe/boiler insulation, attic insulation and heating duct material/insulation.

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

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

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

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

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

Village Management Services Inc.

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

EXHIBIT B

RE: NOTICE TO LODGER - ASSIGNMENT OF RENTS

Dear

Pursuant to IV (C) of the Terms and Conditions to the Lodger Policy (or Lodger Room Rental Extension or Lodger Room Renewal Application) which you executed on _____ as the Lodger, with _____ as the Sublessor, for the premises located in United Laguna Woods Mutual, Unit Number _____, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which your Sublessor owes to the Corporation.

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

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

Attn: Unit Payment Representative

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

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

Sincerely,

Bryan English, Accounting Supervisor Financial Services Division

cc: Sublessor
Leasing Department

Sent by Certified Mail

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

**EXHIBIT C****Sublessor Authorization for Maintenance Services Work**

Unit No. _____

Lodger Rental Term

From: _____

To: _____

Dear United Laguna Woods Mutual Sublessor:

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

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

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

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

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

=====

SUBLESSOR/LODGER ACKNOWLEDGMENT

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

1. Sublessor(s)

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

2. Lodger(s)

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

Lodger Rental Application

Members applying for Approval to rent a room in their Unit must, together with each of their prospective Lodger(s), fill out the Application on the following pages in order to obtain the necessary Approval from United for such Lodger Rental. The steps and required information/documentation that must be provided along with the Application are described below:

- A. The member must complete and submit the written Lodger Rental Application to the Lease/Rental Office for board review. The Application is available for download at lagunawoodsvillage.com or upon request from the Lease/Rental Office.
- B. The Application and additional documentation must be submitted to the Lease/Rental Office for new leases, renewals and extensions.
- C. All information provided must be legible for digital imaging.

Required documentation:

- _____ 1. Completed Lodger Rental Application (new, renewal or extension)
- _____ 2. Check for processing fee made payable to GRF
- _____ 3. Member(s) resident ID card(s) (only for initial room rental).
- _____ 4. Copy of proof of age/identity (driver's license, birth certificate or passport) for each Lodger
- _____ 5. Copy of the room rental agreement between Member and Lodger for the current rental term. (It is the Member's responsibility to provide United with a copy of the room rental agreement with Lodger. Such rental agreement is not included within this Application package, and is not provided by the Laguna Woods Village Leasing/Rental Office.)
- _____ 6. Credit Report with FICO Score from Experian, TransUnion or Equifax
- _____ 7. A Nationwide Background Check – Examples:

www.tenantbackgroundsearch.com
www.american-apartment-owners-association.org www.rentspree.com

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

- _____ 8. Executed Sublessor Authorization for Maintenance Services Work form

- D. The Board or authorized VMS staff member(s) will review the Lodger Rental Application and approve or deny the request in writing.
- E. Upon receipt of a Lodger Rental Application for a new, renewal or extension, the Lease/Rental Office will research and take into consideration whether the Member and/or Lodger has received notices of rule violations or any outstanding charges and assessments before Approval of the Application can occur. If there are any outstanding charges and assessments, the Lease/Rental Office will request payment and/or refer the matter to the Finance Department who may issue a notice as set forth in Exhibit B for assignment of rents. Extensive history of such events, complaints, violations, and/or member disciplinary action may result in application denial.
- F. The Lease/Rental Office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. Applications, including, without limitation, Rush applications, may be delayed if the Leasing/Rental Office notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.
- G. The Lodger Rental Application will be emailed to the Member or his/her agent once approved by the Board of Directors. The Member is responsible for providing a copy of the Lodger Policy and Application to the Lodger.
- H. The Lease/Rental Office hours of operation are Monday through Friday, except federal holidays, 8:00 a.m. – 5:00 p.m.

Telephone: 949-597- 4323

Email: Leasing@vmsinc.org

Physical Address:

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

Mailing Address:

Laguna Woods Village Attn: Leasing/Rental Office
P.O. Box 2220 Laguna Hills, CA 92654

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



**Lodger Rental Application:
United Laguna Woods Mutual**

Unit No: _____

Drop off completed Application to the Leasing/Rental Office located in the Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4323; or email Application to leasing@vmsinc.org.

The Lodger Rental is subject to the terms and provisions of the Lodger Rental Policy & Application incorporated herein by reference and made a part hereof and shall be effective when approved by the Mutual.

| Unit Information | |
|-----------------------|-------------|
| Unit Address: | |
| Carport #: | Space #: |
| Lease Term Date From: | To: |
| Member #1 Information | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |
| Member #2 Information | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |
| Agent or Agency | |
| First Name: | Last Name: |
| Telephone: | Cell Phone: |
| Email: | |
| Mailing Address: | |

| Information for Lodger #1 | | Lodger #1 ID No. _____ |
|---|-------------|------------------------|
| First Name: | Last Name: | |
| Telephone: | Cell Phone: | |
| Date of Birth: | SS#: | |
| Email: | | |
| Move-in Date: | | |
| Present Home Address: | | |
| Prior Address: | | |
| Length of Time/From: | To: | |
| Has proposed Lodger #1 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Has proposed Lodger #1 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Information for Lodger #2 | | Lodger #2 ID No. _____ |
| First Name: | Last Name: | |
| Telephone: | Cell Phone: | |
| Date of Birth: | SS#: | |
| Email: | | |
| Move-in Date: | | |
| Present Home Address: | | |
| Prior Address: | | |
| Length of Time/From: | To: | |
| Has proposed Lodger #2 been convicted of a felony in the last 20 years? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Has proposed Lodger #2 been convicted of a misdemeanor involving moral turpitude in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |



Lodger Policy and Agreement

The undersigned acknowledges receipt of the Lodger Policy and acknowledges that it does not represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), the Golden Rain Foundation of Laguna Woods (GRF) and Village Management Services Inc. (VMS), and each of their respective directors, officers, employees and agents. By executing this Lodger Rental Application, all parties, if approved by the Board of Directors, hereby agree to abide by the Lodger Rental and Terms and Conditions of the Lodger Policy.

| Acknowledgment | Initial(s) | | | |
|--|------------|-----------|-----------|-----------|
| | Member #1 | Member #2 | Lodger #1 | Lodger #2 |
| I have read and received a copy of the Lodger Policy and agree to comply with its Terms and Conditions. | | | | |
| I agree to comply with the rules established by this Community. | | | | |
| United, GRF and VMS are not, jointly or severally, parties to the terms of the room rental agreement between the Member and Lodger. | | | | |
| I agree that United has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges. | | | | |
| I understand that falsification of any information related to this Application renders this Application null and void. | | | | |
| Does Lodger(s) have authorization to request repairs or work on behalf of the Member for which there is a charge? <div style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> | | | | |

| | | |
|-------------------------|----------------------|-------|
| Member #1 Name (Print): | Member Signature: | Date: |
| | | |
| Member #2 Name (Print): | Member Signature: | Date: |
| | | |
| Lodger #1 Name (Print): | Lodger #1 Signature: | Date: |
| | | |
| Lodger #2 Name (Print): | Lodger #2 Signature: | Date: |
| | | |

ACTION BY MUTUAL BOARD OF DIRECTORS

| LODGER RENTAL APPLICATION DENIED | LODGER RENTAL APPLICATION APPROVED |
|--|--|
| The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied . | The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved . |
| SIGNATURE | SIGNATURE |
| SIGNATURE | SIGNATURE |
| SIGNATURE | SIGNATURE |



| | |
|-------|-------|
| DATE: | DATE: |
|-------|-------|

Date_____

By_____

Authorized Agent

DRAFT



When you get approved, please set this up.

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

When seconds count, you can count on...



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

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

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

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

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

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