



OPEN MEETING

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

Thursday, June 15, 2023 – 1:30 P.M.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village Community Center

REVISED AGENDA NOTICE

1. Call to Order Maggie Blackwell
2. Approval of the Agenda Maggie Blackwell
3. Approval of Reports: Maggie Blackwell
 - a. April 20, 2023
 - b. May 26, 2023 Workshop
 - c. May 30, 2023 Workshop
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. Lodger Policy and Application (Discussion) Pamela Bashline
 - c. Rules for Committee Meetings Francis Gomez

Concluding Business:

7. Committee Member Comments
8. Future Agenda Items
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



OPEN MEETING

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

Thursday, April 20, 2023 – 1:30 P.M.
BOARD ROOM/ VIRTUAL MEETING

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

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

MEMBERS ABSENT: None

ADVISORS PRESENT: Juanita Skillman, Mary Stone and Dick Rader

ADVISORS ABSENT: None

STAFF PRESENT: Jacob Huanosto, Ruby Rojas, Pamela Bashline, Patty Kurzet and
Jeff Spies

CALL TO ORDER

Maggie Blackwell, Chair, called the meeting to order at 1:31 p.m.

APPROVAL OF THE AGENDA

Chair Blackwell made a motion to approve the agenda.

Without objection, the agenda was approved with changes.

APPROVAL OF MEETING REPORTS

Chair Blackwell made a motion to approve the meeting report for March 16, 2023.

Without objection, the minutes for March 16, 2023 were approved.

CHAIR'S REMARKS

Chair Blackwell stressed the importance of addressing Item 6a.

MEMBER COMMENTS

Members provided comments for the Committee addressing multiple topics.

ITEMS FOR DISCUSSION AND CONSIDERATION

Sublease/ Room Rental Policy

Ms. Patty Kurzet, Membership Services Coordinator, presented the Sublease Room Rental Policy for discussion. The Committee members made comments and asked questions. Committee members noted confusion and complexity of wording, and strongly urged simplification by having two separate policies: The Sublease Policy and a Room Rental policy.

The Committee elected to table the matter and consult with legal counsel regarding the assessment of appropriate fees applicable to subleasing a room in the United Laguna Woods Mutual.

Without objection, the motion passed.

Ms. Bashline, Ms. Kurzet and Mr. Spies left the meeting at 2:55 p.m.

Accommodations for Disabled Residents

Mr. Jacob Huanosto, Compliance Coordinator, presented the matter for discussion. The Committee members made comments and asked questions.

By consensus, the committee elected to forward the matter to be reviewed by the Architectural Control and Standards Committee and recommend that the variance process be amended to include reasonable accommodations.

Policy for Committee Meeting Rules

Mr. Jacob Huanosto, Compliance Coordinator, provided an overview of the matter. The Committee members made comments and asked questions. The Committee elected to table the matter to consult legal counsel regarding review of procedures for open and closed meetings.

Without objection, the motion passed.

CONCLUDING BUSINESS:

Committee Member Comments

None.

Future Agenda Items

- Accommodations for disabled Residents
- Policy for Committee Meetings Rules

Date of Next Meeting

The next meeting is scheduled for Thursday, May 18, 2023 at 1:30 p.m. in the Board Room.

Adjournment

With no further business before the Committee, Chair Blackwell adjourned the meeting at 3:56 p.m.

MABlackwell

MABlackwell (May 5, 2023 11:48 PDT)



OPEN MEETING

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

Thursday, May 26, 2023 – 9:30 a.m.
BOARD ROOM/ VIRTUAL MEETING

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

MEMBERS PRESENT: Maggie Blackwell – Chair and Sue Quam

MEMBERS EXCUSED: Diane Casey

ADVISORS PRESENT: Mary Stone and Dick Rader

ADVISORS ABSENT: Juanita Skillman

STAFF PRESENT: Jacob Huanosto, Ruby Rojas, Pamela Bashline, Patty Kurzet and
Jeff Spies

CALL TO ORDER

Maggie Blackwell, Chair, called the meeting to order at 9:35 a.m.

APPROVAL OF THE AGENDA

Chair Blackwell made a motion to approve the agenda.

Without objection, the agenda was approved with changes.

ITEMS FOR DISCUSSION AND CONSIDERATION

Sublease/ Room Rental Policy

Ms. Pamela Bashline, Community Services Manager, presented the Sublease Room/ Rental Policy for discussion. The Committee members made comments and asked questions. Committee members noted confusion and complexity of wording, and strongly urged simplification by merging two policies: The Sublease Policy and a Room Rental policy.

The Committee discussed the matter and asked questions with edits suggested below.

II. Definitions

- Definition P – Replace Member with Shareholder throughout the document.
- Definition V- Change Resident to Resident/Lodger and define them as “a person contracting with a homeowner for a room within a dwelling/ unit that is occupied by homeowner.”

Agenda Item 3b

IV. Terms and Conditions

- #1- Replace rent a room with room rental.
- #2- Separate room rental from sublease cap to read: "The Term of a sublease may not be less than 30 days, nor may the term of a sublease exceed 12 months, subject to a Sublease/ Room Rental Renewal. Consent to one Subleasing/Room Rental shall not obligate the Corporation to consent to any other Subleasing/ Room Rental."
- Create new number/ paragraph for the: The subleasing cap for total units is twenty-five percent (25%) or 1, 581 units.
- #5- Delete to continue to sublease or rent.
- #6- Remove the phrase: in the notice in Exhibit A
- #10-Remove the second mention of Governing Documents and combine statements to avoid redundancy.
- #13- Remove the last word renter and reference resolution number in clause.

Assignment of Rents

- #5- Remove Member and Sublessee or Renter acknowledge and agree that, as well as the last sentence.

B. Charges

- Replace Sublessee/ Renter with Renter/ Lodger.

E. Occupancy

- Switch #12 with #11

G. Alterations, Repairs and Maintenance

- #2: Paragraph #2 – Add rebate before abatement replace payable by Sublessee/ Renter hereunder or to any rebate of rent to Sublessee/ Renter, or and add to any damages and replace the comma.

Ms. Catherine B. Brians of 392-A Avenida Castilla provided a member comment stating the document may be difficult to read amongst Laguna Woods Village Residents that may have a language barrier – suggesting a Glossary to define parties.

The Committee elected to table the matter and consult with legal counsel regarding the edits suggested.

Mary Stone left the workshop at 9:49 a.m.

Policy for Committee Meeting Rules

The Committee elected to table the matter to consult legal counsel regarding review of procedures for open and closed meetings.

CONCLUDING BUSINESS:

Committee Member Comments

None.

Future Agenda Items

- Policy for Committee Meetings Rules

Date of Next Meeting

The next workshop is scheduled for Tuesday, May 30, 2023 at 1:30 p.m. in the Sycamore Room.

Adjournment

With no further business before the Committee, Chair Blackwell adjourned the meeting at 11:24 a.m.

DRAFT COPY

Maggie Blackwell, Chair



OPEN MEETING

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

Thursday, May 30, 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

ADVISORS ABSENT: Mary Stone and Juanita Skillman

STAFF PRESENT: Blessilda Wright, Ruby Rojas, Pamela Bashline and Patty Kurzet

CALL TO ORDER

Maggie Blackwell, Chair, called the meeting to order at 1:34 p.m.

APPROVAL OF THE AGENDA

Chair Blackwell made a motion to approve the agenda.

Without objection, the agenda was approved with changes.

WORKSHOP ITEMS FOR DISCUSSION

Sublease/ Room Rental Policy

Ms. Pamela Bashline, Community Services Manager, presented the Sublease Room Rental Policy for discussion. The Committee members made comments and asked questions. After much discussion, the committee acquiesced to staff request and approval of attorney to formulation of a single policy.

The Committee elected to table the matter and consult with legal counsel regarding the changes suggested below:

II. Definitions

- Definition T- change to read “Room renter/Lodger does not have exclusive possession of the room; or shareholder may enter the room rental space”

VI. Terms and Conditions

G. Alterations, Repairs and Maintenance

Agenda Item 3c

Page 1 of 3

- #1- Add 'from United' after approval in first-sentence
- #2- Second-paragraph, first sentence: add or rent after abatement, remove rent payable by Sublessee/ Renter hereunder or to any rebate of rent to Sublessee/ Renter and add to any before damages.

I. Rights and Remedies

- #1 Remove: As a material part of the consideration to be rendered to Member under a Sublease/ Room Rental
- #2 & #3 Review to combine or reword
- #7 Add the word United before provisions

J. Enforcement

- First-paragraph, last-line- make guest plural in last line.
- #3- Change the first mention of guest to plural.

K. Eviction

- #1- Replace Sublease/ Rental Policy with Sublease/ Rental Agreement
- Reference Civil Code: 1946.5 to define a Renter as lodger- "lodger" is defined as a person contracting with a homeowner for a room within a dwelling unit that is personally occupied by the homeowner."
- Reference Civil Code: 1946 to stipulate "the homeowner must give the lodger a written termination notice. Typically, the homeowner must provide notice that is at least as long as the days between rent payments, not exceeding 30 days."
- Include Shareholder and Renter information sheet for United Member's reference in resale package.
- Include language to reiterate that the Room renter does not have exclusive possession of the room.

N. Time is Essence; Waiver

- Add of the after is in title of section.

Sublease/ Room Rental Application

- Include PO. BOX address and Leasing office location as other options for potential residents to submit application in first-section.
- Redact second-column to be clear enough to provide Sublessee/ Renter #1 ID No.
- Second page- replace Print with Sign in Sublessee/ Renter #1 and #2.
- Add clause stating that a room renter does not have exclusive possession of room.

Policy for Committee Meeting Rules

Ms. Blessilda Wright, Compliance Supervisor, provided an overview of the matter. The Committee members made comments and asked questions. The Committee elected to table the matter.

Without objection, the motion passed.

Date of Next Meeting

The next meeting is scheduled for Thursday, June 15, 2023 at 1:30 p.m. in the Board Room.

Adjournment

With no further business before the Committee, Chair Blackwell adjourned the meeting at 3:33 p.m.

DRAFT COPY

Maggie Blackwell, Chair



Application for Sublease Permit Check List

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

- ☐ **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 92638



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. 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 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	\$ 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.	

Additional fees may be applicable; these may include, but are not limited to, a \$25 charge for non-return of Sublessee ID cards 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).

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 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.

**A Leasing Specialist is available
Monday through Friday from
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 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"); _____ (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, additional off-the-street parking must be arranged. 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.

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 Resident Services at 949-597-4600 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 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 sub-tenant to abide by the terms of the Occupancy Agreement during his/her sub-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 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. 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.

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.

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 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 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. 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.

4. 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. 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. 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. 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. 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. 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. 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. 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. 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.

State of California

CIVIL CODE

Section 1946.5

1946.5. (a) The hiring of a room by a lodger on a periodic basis within a dwelling unit occupied by the owner may be terminated by either party giving written notice to the other of his or her intention to terminate the hiring, at least as long before the expiration of the term of the hiring as specified in Section 1946. The notice shall be given in a manner prescribed in Section 1162 of the Code of Civil Procedure or by certified or registered mail, restricted delivery, to the other party, with a return receipt requested.

(b) Upon expiration of the notice period provided in the notice of termination given pursuant to subdivision (a), any right of the lodger to remain in the dwelling unit or any part thereof is terminated by operation of law. The lodger's removal from the premises may thereafter be effected pursuant to the provisions of Section 602.3 of the Penal Code or other applicable provisions of law.

(c) As used in this section, "lodger" means 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.

(d) This section applies only to owner-occupied dwellings where a single lodger resides. Nothing in this section shall be construed to determine or affect in any way the rights of persons residing as lodgers in an owner-occupied dwelling where more than one lodger resides.

(Added by Stats. 1986, Ch. 1010, Sec. 1.)



STAFF REPORT

DATE: June 15, 2023
FOR: Board of Directors
SUBJECT: Policy for Committee Meeting Rules

RECOMMENDATION

Staff is asking for direction on any revisions, changes or corrections to Resolution 01-11-228

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 Resolution 01-11-228, Open Meeting Act Protocol and Procedures.

On April 20, 2023, the Committee reviewed Resolution 001-11-228 and elected to table the matter to a later date for further review.

DISCUSSION

The Committee would like to discuss and consider making revisions, changes or corrections to Resolution 01-11-228 relating to Roberts' Rules of Order, agenda creation and rules, opening discussions, directing staff, reporting to board, reporting to residents, etc. The purpose of Resolution 01-11-228 is to establish guidelines, protocol and procedures to conduct Board/Association business in accordance with the Open Meeting Act.

FINANCIAL ANALYSIS

None.

Prepared By: Jacob M Huanosto, Compliance Coordinator

Reviewed By: Blessilda Wright, Compliance Supervisor

ATTACHMENT(S)

ATT 1 – Resolution 01-11-228, Open Meeting Act Protocol and Procedures
ATT 2 – Third Mutual Rules for Board Meetings 03-22-134



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.



RULES FOR BOARD MEETINGS
Resolution 03-22-134; Adopted
December 20, 2022

I. INTRODUCTION

Successful, efficient and orderly Board meetings benefit everyone in the community. Manor owners (“Members”) have the right to observe the open board meetings and are encouraged to attend, but meetings which are disorderly or too long can be discouraging.

These Rules inform both Director and non-Director as to what is expected of all attending Board meetings, and how meetings are conducted. The goal is orderly and efficient meetings, protection of Owners’ right to observe productive deliberations, and enhancement of the governance and the membership experience in Third Laguna Hills Mutual (“Third”).

II. BOARD MEETINGS

A. Regular Board Meetings

Notice of the date, time and location of regular Board meetings will be provided by posting in the Clubhouse kiosks and the community center bulletin board and on the web site a minimum of four days before the meeting is to take place. Board meetings are open to all Mutual Members to attend and observe. Non-Members may attend only at the discretion of the Board of Directors.

Normally, regular Board meetings are held in the morning on the third Tuesday of each month. However, four days posted advance notice is always given of all open Board meetings except in case of emergency. Regular Board meetings are normally held in the Board Room on the ground floor of the Community Center at 9:30 a.m., in accordance with Civil Code § 4920. Notice of Board Meetings.

B. Special Meeting or Altering Location, Date or Time

If a special Board meeting is called or if the location, date or time of a Board meeting is to be changed, all Members will be notified at least four days prior to the meeting by posting in the Clubhouse kiosks and the community center bulletin board and on the web site. In an emergency, the President or any two Directors may call for a Board meeting on shorter notice, in accordance with Civil Code § 4923. Emergency Board Meetings

C. Attendance

Members may attend Board meetings, but Executive Session meetings are

closed. **A “Member” is not a tenant, guest, family, or legal counsel of the Member.**

D. Agendas

1. **Preparation.** Agendas are prepared by the President~~1t~~, in cooperation with management staff. At least one week prior to a Board meeting, the President will inquire if any Director requests inclusion of an agenda item. The Chair may also call a Board meeting for the purpose of setting the regular Board meeting agenda.
2. **Request for inclusion.** A Director may request an item be included in an agenda, by submitting the action requested and an explanation of the reason for the request. A Director requesting an agenda item is responsible to present that item to the Board with supporting information if the item is included in the agenda.
3. **Rejected agenda items.** The Chair with the assistance of Management Staff shall include a requested item in the agenda unless the item:
 1. Has no suggested action;
 2. Is redundant with an item already on the agenda or was addressed in a Board meeting in the previous three months;
 3. Must be discussed in Executive Session;
 4. Would make the agenda unduly lengthy (and so will be on the next agenda);
 5. Is sent first to a committee for recommendation; or
 - f) Is, based on the advice of legal counsel, proposing action barred by law.
4. **Board request for agenda item.** Notwithstanding the foregoing, if an agenda item is requested in writing or by electronic mail by at least six Directors, the Chair shall include it in the Agenda for the open meeting or the Executive Session meeting, depending upon the item.
5. **Member Request for Agenda Item.**
 - a) A Member may request the President in advance that a topic be added to the agenda, but the President with the assistance of Staff will determine whether a requested topic will be included in the agenda.
 - b) A topic will also be added to the agenda if at least one week prior to the scheduled Board meeting, the Chief Executive Officer (CEO) or Staff receives a petition signed by at least twenty five different Members entitled to vote.
 - c) The requested agenda topic must still meet the standards of Rule IID.3 above.

1 Any action to be taken by the President may be taken by the First Vice President or the next officer in order as stated in the By-laws if the President is unable to attend or participate.

- d) A Member who has requested an agenda item which is placed on the agenda ("Requesting Member"), may speak to the item during Open Forum, or at the election of the Chair, may present the topic to the Board immediately before the Board begins its deliberation of the item (assuming there is a Motion from the Board after the Requesting Member speaks). The Requesting Member may speak on the matter for up to five minutes. Only one person may be considered the "Requesting Member" for the purpose of addressing the Board. The Board may by motion give the Requesting Member more time to speak.
6. **Publication, agenda packets.** Agendas will be published at least four days prior to any non-emergency Board meeting. The Board will receive a board packet (also referred to as "agenda package"), prepared by management staff, at least four days prior to the meeting, and may be transmitted electronically upon request. To make the meeting more efficient, Directors should read the board packet prior to arriving at the meeting.
7. **No discussion of matters not disclosed on agenda.** The Board may not discuss subjects which are not on the agenda unless the matter is determined by a majority of the Board to involve an emergency, or unless the matter arose prior to the meeting but after the agenda was published and at least eight Directors concur that the matter requires immediate action.

Sample agenda. The following is a typical Agenda:

- 1. Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Approval of the Agenda
- 4. Approval of the Minutes
- 5. Report of the Chair
- 6. Update of VMS Board -
- 7. Open Forum (Three Minutes per Speaker)
- 8. Responses to Open Forum Speakers
- 9. CEO Report
- 10. Consent Calendar
- 11. Unfinished business
- 12. New Business
- 13. Third Mutual Committee Reports
- 14. GRF Committee Highlights
- 15. Future Agenda Items
- 16. Director's Comments

- 17. Recess
- 18. Adjournment

E. Committees: Reports, Meetings

1. If the Bylaws provide for standing committees or if the Board from time to time establishes committees, committee reports may be submitted to the Board prior to the meeting for review. If the committee recommends any Board action, the report should also indicate the reasons it is recommended. If possible, the committee Chair or a Member of the committee should present the report.
2. A committee consisting of six or more Directors, or including at least six Directors in its roster, shall conduct its meetings in the same manner as a Board meeting, with agendas, minutes, Open Forum, and in compliance with all other requirements applicable to Board meetings.
3. A committee consisting of both Directors and non-Directors but which has less than six Directors may, but is not required to, conduct its meetings in the same manner as a Board meeting, but shall prepare and submit a report to the Board prior to the agenda publication, including any recommended action.
4. Any committee reports will be included in the board packets if they are timely submitted. Committee reports which do not contain a request for action will be noted in the minutes as "received."
5. A committee request for action shall be placed by the Chair or staff on the agenda, so long as it complies with Rule D.3.
6. Directors, upon presentation of a committee report, may ask questions about the report, but may not deliberate about the report unless that subject was timely placed on the agenda for deliberation and possible action in that meeting.

F. Open Forum

The Open Meeting Act, Civil Code §§4900-4950, provides that Board meetings are open to Members. A "meeting" under the law is "a congregation of a majority of the Members of the board at the same time and place to hear, discuss, or deliberate upon any item of business that is within the authority of the board." The Board thus may not exclude Members from attending, absent discipline imposed as provided herein. The only exception is for Executive Session as discussed further below.

1. **Time for Open Forum.** Open Forum will normally occur at the beginning of the Board meeting. The agenda may also provide for a second Open Forum

time at the end of the agenda. The Board may by motion re-open Open Forum on a specific agenda item, or reschedule Open Forum within the agenda.

2. Member's Right to Speak. Open Forum is a valuable and legally required portion of every open Board meeting. Open Forum is the opportunity for the Member to inform the Board of matters which may not be known.

- a) During Open Forum, a Member may speak to the Board on any topic not on the agenda. The purpose of Open Forum is to inform the Board of viewpoints or information of which the Board may not be aware regarding Third. Therefore, although a Member may use their time to speak upon any topic of interest to the Member, Members are advised that the Board may not be as attentive to comments on matters outside the Board's jurisdiction.
- b) At the time designated on the agenda for Open Forum, the Chair shall ask the Members present to raise their hand if they wish to speak in Open Forum or fill out a speaker card. In order to give all Members an opportunity to speak at meetings, and to control meeting length, each Member may speak for a maximum of three minutes. In the event more than ten Members indicate a desire to speak, the time limit per speaker shall be shortened to two minutes per speaker.
- c) Open Forum is the time for Members to speak and provide additional opinions and viewpoints to the Board, and is not a time for the Board to speak. Directors will listen and not respond or otherwise interrupt a speaker at Open Forum, so long as the speaker is within these Rules and time limits. A response, if any, by a Director or staff to an Open Forum remark or question shall be after the close of Open Forum. The Chair may appoint a Director or Staff-person as timekeeper.
- d) So long as the Open Forum comments comply with these Rules, neither staff, the Chair, nor other Director shall interrupt the speaker.
- e) The statements made by Members in Open Forum are not the position of Third, and Third takes no responsibility as to the content of Open Forum comments. At the beginning of Open Forum, the Chair shall remind all attending as to these Rules regarding Open Forum.

3. Open Forum During Agenda Item Discussions.

- a) During the Board deliberations of a matter, and when the Chair at the Chair's sole discretion determines there has been sufficient discussion to inform the attendees in the audience of the issue, the Chair will inquire if any Members in the audience wish to speak to the motion at hand.
- b) If the Chair sees any hands raised indicating a desire to speak or fill out a speaker card, Open Forum will be reopened on the issue, and the Members indicating a desire to speak to the topic may speak for up to three (3) minutes on

- the specific agenda item.
- c) Off-topic commentary will not be permitted, but so long as the speaker complies with the Rules, neither the Chair nor any Director will interject or otherwise interrupt during the speaker's remarks.
 - d) The Chair in its sole discretion may reduce the time per speaker to two (2) minutes on an issue, if the Chair deems it necessary to insure that all who wish to speak have the opportunity to do so.
 - e) A Member (or co-Owner of a Member) shall only speak once on a given agenda item.
 - f) Once the Chair determines that all have spoken who wished to speak, or that no one has indicated a desire to speak, the Chair shall announce Open Forum is again closed, and the Board shall resume and conclude its deliberations on the item.
4. **Re-opening of Open Forum.** If an issue on the Agenda is deemed by the Board to require further Membership input, the Board may by majority vote re- open Open Forum, to allow Members to speak to the pending subject. If Open Forum is reopened, Members may speak for up to two minutes each. Upon completion of such Membership input, in compliance with Open Forum Rules, the Board will then close Open Forum and resume deliberating the subject.
5. **Member Observation of Deliberations.** Except for Open Forum, Members may not speak to the Board, and shall quietly observe Board deliberations except for those in Executive Session. Members do not vote or make motions at Board meetings, as only Directors vote at Board meetings. Applause, boos, or other audible response to Board deliberations or decisions is out of order.
6. **Addressing the Board During Open Forum.** When speaking, the Member will identify Member's name and Manor, and will stand at the speaker's podium if physically able to stand, and will address the Board, not the audience.

G. Meeting Conduct

Directors, Members and anyone else permitted to attend the meeting will conduct themselves in a reasonable manner. The following conduct is strictly prohibited:

- 1. Profane or obscene language;
- 2. Slurs involving race, religion, ethnicity, gender, sexual orientation, gender identity, or age;
- 3. Shouting or yelling;
- 4. Physical threats, including non-verbal communications such as gestures or using body language in such a way as to intimidate;

5. Pounding on table or throwing items; and
6. All other unreasonable and disruptive behavior which does not allow Members to peacefully observe the proceedings, or which otherwise impedes the ability of the Board to peacefully conduct its deliberations and the Members to peacefully observe those deliberations.

Directors will also refrain from making comments which:

7. Divulge information from closed sessions;
8. Divulge attorney client privileged confidential advice; or
9. Maliciously malign any person, business or entity.

To create a positive atmosphere, all persons present will be seated (unless some handicap exists by which they cannot be seated) and will remain seated at all times when others are speaking, except when standing in line to speak for their turn in Open Forum. Neither Directors nor anyone addressing the Board will be allowed to speak while standing or hovering over someone else. All in attendance must behave in a professional and orderly manner. Directors shall refrain from interrupting each other or from making audible “sidebar” remarks while a fellow Director is speaking. Directors shall keep their microphones off except when they are addressing the Board.

H. Violation of Rules

Anyone (Member or Director) violating these Rules during a meeting may be:

1. First warned by the Chair,
2. Then warned by majority vote of the Board, and
3. Then by majority vote of the Board asked to leave the meeting.

In the event a person refuses to leave after the Board votes to eject the individual, the meeting shall be recessed until such time as security and/or law enforcement can be summoned to assist or until the person voluntarily leaves.

The Board may schedule a disciplinary hearing to determine whether a Member will as a result of violation of these Rules be suspended from attending one or more future Board meetings as well as any other appropriate disciplinary measures.

A non-Member who is permitted to attend but disrupts a Board meeting may be ejected by the Chair or upon majority Board vote without warning.

I. Parliamentary Procedure

Meetings will generally follow “Robert’s Rules of Order.” In brief, there should be no discussion on an item unless and until motion is made and there is a second to the motion. A motion is a proposal that the Board takes a stand or takes action on some issue. Only Directors can make motions.

The Resolution or motion recommended by a Committee report shall be considered as a motion and need not have a second for discussion to commence, so long as the recommendation has been stated on the agenda at least four days in advance of the meeting, absent emergency.

The Chair, normally the President, may call for a motion or, if temporarily passing the gavel, may make a motion. If there is no second to a motion, the issue is dropped. If a motion receives a second, then the Chair will ask for debate and discussion. Fair play, courtesy and cooperative behavior is preferred over strict compliance with Robert's Rules.

J. Recording of meetings: Minutes

The proceedings of Board meetings shall not be electronically recorded, except by "Village TV". Any other recording devices (audio, video or photographic) at Board or committee meetings are forbidden. The proceedings of such meetings shall be recorded in the minutes of the meeting. Minutes of Board meetings are prepared by the Secretary or, if the Board directs, by a Recording Secretary who need not be a Director. Minutes shall record actions taken, but shall not record general commentary or statements by Directors, or comments during Open Forum.

K. Board Deliberations

1. Directors will deliberate topics only when on an agenda, except for emergency matters ², and when a motion has been made and seconded by a Director. Unless a Director is only asking a question, Directors will indicate at the beginning of their remarks if they speak for or against the pending motion.
2. Generally, the motion initiating discussion should be made by the Director requesting the item to be placed on the agenda.
3. Directors shall:
 - a) Cooperate to keep their remarks on the topic of a motion,
 - b) Speak to each other,
 - c) Not personally address the live audience or the television/virtual audience, and
 - d) Avoid repetition of points already made, or repeating their own previous remarks on a motion.
4. If a Director violates the standards set forth in these Rules, the Chair may remind the Director of the standard being violated, and will then request the Director to bring their comments into compliance. In the event a Director continues to violate these Rules, the Board may proceed pursuant to subpart H.II herein.

² Emergency Defined. An emergency is defined as "circumstances that could not have been reasonably foreseen by the board, that require immediate attention and possible action by the board, and that, of necessity, make it impracticable to provide notice." (Civ. Code §4930(d)(1).)

5. Motions may be amended in at least two ways:

- a) A motion, after receiving a second, may be amended by a motion, which motion must also receive a second and a majority vote.
- b) A motion may also be amended by a “friendly amendment” in which the author of the original motion consents to a proposed amendment to the motion. If the second also consents, the motion is amended and deliberations continue on the motion as amended.

L. Board Comments During Meetings

1. The comments of Directors, staff, or Mutual consultants during Board or Committee Meetings are not comments of the Mutual, and only the speaker’s opinions.
2. The position of the Mutual is only that expressed in Motions or Resolutions which are adopted by the Board of Directors.

M. Chair

1. The Chair shall be the President of Third, if present at the meeting, unless the Chair passes the gavel temporarily to the First Vice President. If the First Vice President is unavailable, then the Second Vice President may serve as Chair. If neither the President, First or Second Vice President are in attendance, then the Secretary or Treasurer may serve as Chair.
2. The Chair may discuss and vote on any motion, unless the Chair recuses itself.
3. If the Chair wishes to make a motion, the Chair shall pass the gavel to the First Vice President or next Officer in succession until deliberation of the motion is concluded by a vote on the motion.
4. The Chair shall be entrusted with the orderly progress of the Board’s deliberations. In the event the Chair perceives that deliberations have ceased to move the discussion forward (either because unanimity already exists; debate has become repetitive or otherwise unduly lengthy; positions on a motion have become clear; or because the Board is not ready to decide on the matter), the Chair shall call for a motion to close debate, or a motion to table the matter.
5. The relationship between the Board and Chair should be one of mutual respect. The Board should give respect and deference to the Chair’s leadership in moving deliberations forward, while the Chair should give respect and not request a conclusion to deliberations of a matter if the Board majority wishes to continue deliberation of a topic.
6. Any Director also may move the previous question, which is not debatable, and requires a twothirds vote to conclude deliberations so that the matter being deliberated may be voted upon.

III. EXECUTIVE SESSION

A. Purpose of Executive Session

Executive Session meetings allow the Board of Directors to address issues of sensitive nature, which may involve attorney client privilege or other privacy rights. It is important that all information discussed and disclosed at these sessions remain private.

The Board may meet in Executive Session only on the following subjects:

1. Litigation or threatened litigation.
2. Contract negotiations.
3. Member disciplinary hearings (i.e.: imposing fines or other penalties).
4. Hearings on Mutual reimbursement claims against a Member
5. Member's proposal of a payment plan for delinquent assessments.
6. Voting on the decision to foreclose upon an assessment lien.
7. Personnel issues.

Subsequent Board minutes will contain a general note of the actions taken.

B. Confidentiality Agreement

To protect Third and its Members, each Director shall annually sign a confidentiality agreement before attending and participating in Executive Session meetings. A Director who refuses to do so will not be permitted to attend Executive Session meetings, and legal counsel will not copy that Director on confidential communications, nor participate in legal advice discussions with that Director present.

C. Procedure for Setting

The notice for a meeting which is solely an Executive Session meeting must be posted in the Clubhouse kiosks, community center bulletin board and on the website two days in advance, unless it is an emergency Executive Session meeting.

The notice should state that the only item of business to come before the Board will be held in Executive Session and that no issues will be discussed in open session.

D. Agenda Packets

Due to the sensitive nature of the subjects discussed in closed session, Directors will return their Executive Session agenda packets to management staff immediately upon adjournment of the meeting, or when they depart from the meeting, whichever occurs first. The Secretary, Treasurer and Committee Chair and Co-chair may retain the agenda packet. Executive session agenda packets will not be distributed to Directors in electronic form.

IV. CLOSED SESSION HEARINGS

The Mutual conducts its disciplinary hearings and reimbursement claim hearings in closed session. The following rules are to inform both Member(s) and Directors regarding how these hearings are conducted.

A. Notification

If the Mutual is considering discipline or pursuing a reimbursement claim against a Member, it will first provide written notification to the Member, of a hearing to be held by the Board to consider the matter, at least ten days after the date the notification is sent to the Member. The notification will inform the Member the nature of the alleged violation or reimbursement claim.

B. Attendance

A Member being considered for discipline or a reimbursement claim may attend the hearing to address the Board regarding whether the Board should impose discipline or pursue reimbursement. The Member may bring written witness(es) statements. The Member may not bring legal counsel to Executive Hearings Committee meeting only the regular closed session Board meeting. At the discretion of the Chair the alleged party may attend the hearing. The Member being considered for discipline or reimbursement claim may not observe the Board's deliberation of the matter. A Member may provide a written statement as a substitute for personally appearing at the hearing.

A complaining Member may provide a written statement to the Board. The complaining Member will not be permitted to hear the Board's deliberation or the presentation by the Member being considered for discipline.

C. Addressing the Board

A Member being considered for discipline or reimbursement claim may speak to the Board for a maximum of five minutes of uninterrupted time. Then the Board will have five minutes to ask questions for a total of 10 minutes. If a Member brings supporting documentation, it is suggested the Member bring one copy for staff, one copy for Mutual legal counsel, and 11 copies for the Board. If a Member brings supporting witnesses and/or alleged party, an additional five minutes can be added to the Member's time.

Members addressing the Board should be prepared and organized for the hearing, to maximize their allotted time.

D. The Board's Decision

The Board will notify the Member being considered for discipline or reimbursement claim within fifteen (15) days of the hearing. The Board will not notify other Members of the Board's decision, which shall remain confidential.