



A CALIFORNIA NON-PROFIT  
MUTUAL BENEFIT CORPORATION

# Operating Rules

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, victim of abuse status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status

## Operating Rules Overview

### Content Disclaimer

This document is a reconstruction of the originally recorded instruments from which they represent and is provided for reference only. While every effort has been made to accurately reflect the content, absolute accuracy cannot be guaranteed. For the list of resolution please see the [Resolution Index](#) on the Laguna Woods Village website.

### Governing Documents

United Laguna Woods Mutual (United) has a number of documents governing the Corporation. Not all documents are created equal; some have more authority than others. As provided by Civil Code §4205 the hierarchy of authority is as follows:

1. Law (unless it defers to the governing documents)
2. [Articles of Incorporation](#)
3. [Bylaws](#)
4. [Occupancy Agreement](#)
5. Operating Rules

### Resolution Index

The Resolution Index is a list of every resolution passed by the Board of Directors since 2006. The Resolution Index includes, but not limited to, the following types of resolutions: rules and regulations; rulings on architectural variance requests; approval of budgets, supplemental appropriations and/or special projects; approval on policies and procedures; and approval of lien for members. Unlike the Resolution Index, this document is a list of rules and regulations only.

### Member Disciplinary Process / Enforcement Process

The United Laguna Woods Mutual (United) Board of Directors established a member-discipline process for the purposes of holding disciplinary hearings in a timely manner and ensuring progressive discipline. The Board of Directors is obligated to evaluate and impose if appropriate, member-discipline under its Bylaws and Civil Code §1363.

Each member of United is obligated to comply with the rules, terms, and conditions as set forth in United's governing documents. Following is the disciplinary process adopted by the Board of Directors when violations occur:

Upon notice of alleged violation, staff investigates and files an Incident Report (IR) and/or Notice of Clutter Violation (NOV).

By way of the initial investigation, should staff identify objective evidence of a violation by a member or their guests, staff will send a letter to the offending party describing the allegation(s) and the disciplinary action that may ensue if not corrected.

Staff will monitor the situation and if compliance with the request is not evident, an additional IR and/or NOV is filed, and a letter is sent to the offending party advising that a disciplinary hearing may be scheduled with the Board of Directors to determine if member-discipline is merited. If the alleged violation has been resolved, no further action is required.

If a disciplinary hearing is merited, staff will proceed with noticing the member for a hearing. Hearings are noticed based on United Bylaws, Section 2, Discipline.

During a member disciplinary hearing the member has the right to meet before the Board of Directors in executive session. If the Board finds the member to be in violation with United's governing documents, the Board may impose a fine based on the Monetary Fee Schedule, suspend member privileges, and/or consider legal action.

Violations include, but are not limited to: abandoned/inoperable vehicles, unauthorized alterations, animal nuisance, breezeway clutter, carport clutter, common area clutter, interior clutter, patio clutter, illegal occupancy, nuisance, non-payment (assessments, chargeable service, disciplinary penalty, traffic citation), etc.

**Compliance Division information / Complaint Form**

The member disciplinary process is coordinated by the Compliance Division. A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division at 949-268-CALL or via email at [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

**Table of Contents**

Alterations & Permits..... 8

    united section 1 general requirements ..... 8

    united section 6 air conditioning ..... 8

    united section 7 satellite dishes ..... 8

    united section 8 patio block walls ..... 8

    united section 10 dishwasher ..... 8

    united section 11 doors - exterior ..... 8

    united section 13 lifts ..... 8

    united section 14 exhaust fans..... 8

    united section 15 floorcover ..... 8

    united section 16 fences - wrought iron ..... 8

    united section 17 patio gates and courtyard doors ..... 8

    united section 18 gutters downspouts ..... 8

    united section 19 modesty paneling balcony ..... 8

    united section 20 patio cover - aluminum ..... 8

    united section 22 patioslab ..... 8

    united section 24 skylight ..... 8

    united section 25 tubular skylight installations ..... 8

    united section 26 solarium ..... 8

    united section 27 softwater..... 8

    united section 28 storage cabinets ..... 8

    united section 29 washer dryer ..... 8

    united section 30 waterheater ..... 8

    united section 31 windows and window attachments..... 8

    united section 33 planter walls ..... 8

    united section 34 awnings ..... 8

    united section 35 solar panels - one story buildings ..... 8

    united section 36 ramps..... 8

    united section 40 roll-up exterior shades (sun screens)..... 9

    united section 41 electric vehicle charging stations ..... 9

    united section 42 solar panels 2 story buildings..... 9

    united section 43 bathroom splits ..... 9

    united section 44 fencing - vinyl..... 9

Conformance Deposit..... 9

Construction Waste Rules ..... 9

General Requirements for all Alteration Standards ..... 10

Interior Flooring Policy ..... 11

Interior Flooring Grievance Procedure..... 12

Temporary Containers..... 14

Unauthorized Alteration Fee ..... 15

Clutter Restrictions..... 15

    Clutter Policy ..... 16

    Private Objects in Landscape Areas..... 19

Enforcement..... 20

    Deactivation of Cable Service at a Delinquent Member’s Unit ..... 20

Financial Restrictions ..... 21

    Collection and Lien Enforcement Policy ..... 21

General Restrictions..... 21

    Anti-Discrimination Policy ..... 21

    Appeal Policy..... 23

    BBQ Rules – OCFA and City Code ..... 25

    Business in Unit..... 25

    Distribution of Materials ..... 26

    Distribution of Publications ..... 27

    Employees Entering Units when Dogs are Present..... 28

    Interior Pest Control Policy ..... 29

    Internal Dispute Resolution ..... 30

    Non-Commercial Signage ..... 32

    Move-In/Move-Out Hours ..... 33

Landscape Restrictions..... 33

    Village landscape overview ..... 34

    The role of the landscape division ..... 34

    Landscape maintenance program ..... 34

    The role of the resident..... 34

    Use of private gardeners, landscapers and pest control operators ..... 34

    The tree program..... 34

    Chargeable service program ..... 34

    Water management..... 34

    Safety ..... 34

    Request forms and appeal process ..... 34

    Mutual landscape request form ..... 34

    Exhibit a: united mutual resolutions ..... 34

    Tree removal guidelines ..... 34

Memorials and tree signage ..... 34

Privately owned objects ..... 34

Care and maintenance of patios, balconies, breezeways and walkways ..... 34

Stepping stones ..... 34

Placement of potted plants in common area ..... 34

Fruit trees ..... 34

Vegetable plantings ..... 34

Nuisance Restrictions ..... 34

    Harassment Policy ..... 34

    Nuisance Policy ..... 37

Occupancy Restrictions ..... 39

    Co-Occupancy Policy ..... 39

    Private Caregiver Policy ..... 47

    Qualifiers for Subleasing Units ..... 48

    Subleasing Information for Sublessors ..... 49

Smoking Restrictions ..... 50

    Non-Smoking Policy ..... 50

    Second-Hand Smoke ..... 51

    Second-Hand Smoke, Sealing of Units ..... 53

    Resolution 01-08-21 ..... 53

    Smoking Areas ..... 54

    Smoke Free Buildings ..... 55

Vehicle, Traffic and Parking Rules ..... 55

    Preface ..... 56

    Definitions ..... 56

    Board authority and enforcement ..... 56

    Towing policy ..... 56

    License and registration requirements ..... 56

    Driving ..... 56

    Parking ..... 56

    Golf carts and golf cars ..... 56

    Bicycles (non-motorized) ..... 56

    Pedestrians ..... 56

    Managing agent ..... 56

    Reporting collisions ..... 56

    Plug-in electric vehicles (PEV) ..... 56

    Unplugging of electric vehicles, excluding legally ..... 56

Registered golf carts..... 56  
Common area electricity sources ..... 56

## Alterations & Permits

The Alterations Division is responsible for Mutual Consent (permit) applications and inspection services for the Community in the areas of: demolition and construction permits required by owners who wish to make an alteration to their manors; alteration variance requests; resale inspections, to evaluate the condition of property when a unit is listed for resale; unoccupied unit inspections, to evaluate the condition of property when a unit is left vacant for more than 180 days; rule enforcement, investigates and coordinates the containment, testing and cleanup of any damage to Mutual property.

Members are required to follow the [alteration process](#) as approved by the Board. A list of Mutual Standards and Standard Plans can be found in the Manor Alterations section of the website. Visit [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) for [Mutual Standards](#) and [Standard Plans](#). All items require a Mutual Consent for manor alterations; a city permit may also be required. All construction, with a value of \$500 or greater, is subject to a refundable \$250 conformance deposit. A [Member Guidelines for Alterations](#) has been created to aid Members through this process.

Members hiring a contractor to do work in the manor, must ensure that are Community rules are followed. For questions contact the Alterations Division by calling 949-597-4616 or emailing [alterations@vmsinc.org](mailto:alterations@vmsinc.org).

Following is a list of United's Standards:

- [united section 1 general requirements](#)
- [united section 6 air conditioning](#)
- [united section 7 satellite dishes](#)
- [united section 8 patio block walls](#)
- [united section 10 dishwasher](#)
- [united section 11 doors - exterior](#)
- [united section 13 lifts](#)
- [united section 14 exhaust fans](#)
- [united section 15 floorcover](#)
- [united section 16 fences - wrought iron](#)
- [united section 17 patio gates and courtyard doors](#)
- [united section 18 gutters downspouts](#)
- [united section 19 modesty paneling balcony](#)
- [united section 20 patio cover - aluminum](#)
- [united section 22 patioslab](#)
- [united section 24 skylight](#)
- [united section 25 tubular skylight installations](#)
- [united section 26 solarium](#)
- [united section 27 softwater](#)
- [united section 28 storage cabinets](#)
- [united section 29 washer dryer](#)
- [united section 30 waterheater](#)
- [united section 31 windows and window attachments](#)
- [united section 33 planter walls](#)
- [united section 34 awnings](#)
- [united section 35 solar panels - one story buildings](#)
- [united section 36 ramps](#)



united section 40 roll-up exterior shades (sun screens)  
united section 41 electric vehicle charging stations  
united section 42 solar panels 2 story buildings  
united section 43 bathroom splits  
united section 44 fencing - vinyl

Conformance Deposit  
Resolution 01-17-105

**WHEREAS**, staff has experienced several issues with Unit alterations including illegal dumping in Village dumpsters, excessive noise and smoking by contractors, parking in resident spaces by contractors, damage to mutual property during construction, and working after permitted work hours; and

**WHEREAS**, the standard Unit Alteration Conditions impose requirements, in order to protect the Mutual and neighbors, on Members who wish to conduct alterations; and

**NOW THEREFORE BE IT RESOLVED**, on September 12, 2017, as part of the Conditions of Approval a Conformance Deposit (Good Faith Deposit) is being required, which will be held until the project is finalized by both the Manor Alterations Division and City of Laguna Woods; and

**RESOLVED FURTHER**, that for all Alterations, exceeding a total of \$5,000, a 10 percent deposit is required. Conformance Deposit will be held to assure no damages to Mutual property occurs during construction, including, but not limited to, Internet/TV, landscaping, or exterior walls/roof, and that no violations of rules occur during construction; and

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

Construction Waste Rules

Contractor(s) are the Members responsibility. Please ensure the contractor follows the [construction waste rules](#). If the contractor does not abide by the rules your Mutual has set, the Member may be held responsible. Consequences can include a hearing before the Board and fines.

General Requirements for all Alteration Standards  
RESOLUTION 01-18-57

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

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

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

Interior Flooring Policy  
Resolution 01-18-115

## 1.0 APPLICATIONS

- 1.1 **FIIC AND MUTUAL STANDARDS**: All interior flooring and underlayment installations (including but not limited to new, different or replacement flooring) which are installed in a room within a second floor unit that is located above a living space area of a separate residence must at all times meet a minimum of an Impact Insulation Class (IIC) rating of 60 as defined in the American Society for Testing and Materials (ASTM) E 1007 standard, and the utilization of same by the occupants of the unit must not cause any violation of Article 5 of the Occupancy Agreement.
- 1.2 **INSTALLATION TESTING**: All installations, *when tested in place*, shall meet Field Impact Insulation Class (FIIC) rating of 50. Testing on interior flooring shall only be required pursuant to the procedures described in the Interior Flooring Grievance Procedure. Floor coverings such as area rugs, may not be included to obtain the required minimum of FIIC 50 rating, unless these coverings are a permanent part of the interior flooring. Replacement or removal of these other floor coverings must provide the required minimum of a 50 FIIC rating. Living space shall be defined as any area within a unit that is not a bathroom or kitchen.
- 1.3 **SHAREHOLDER RESPONSIBILITIES**. The Shareholder(s) of a Unit (including the Unit Shareholder(s) on the date of the installation and all successor Shareholders) where interior flooring subject to paragraph 1.2 has been installed shall be responsible for ensuring that the utilization of said flooring at all times meets a 50 FIIC rating, and for ensuring that said flooring does not cause any violation of

Article 5 of the Occupancy Agreement.

Interior Flooring Grievance Procedure  
Resolution 01-18-115

1. **APPLICABILITY.** This Interior Flooring Grievance Procedure (“Procedure”) shall govern Grievances by any Shareholder or resident of a first floor unit where the interior flooring in the unit immediately above is in violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy.

2. **WRITTEN GRIEVANCES.** Any Shareholder or resident of a first floor unit who alleges that the existence of and/or utilization of the interior flooring in the unit immediately above it is in violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy, must submit a written Grievance to the Mutual on a form provided by the Mutual (“Flooring Complaint Form”). The form is available from the Compliance Division. Upon receipt of said Grievance, the Mutual will forward a packet to the complaining unit Shareholder(s), the Shareholder(s) of the Unit against which the Grievance has been lodged, and the residents of same (if different from the Shareholders). Said packet, referred to as the “Meet and Confer Packet,” will include the Grievance, these Procedures, and a written demand that all affected parties meet and confer in person in a good faith effort to resolve the Grievance.

3. **MEET AND CONFER PROCESS.** Upon receipt of the Meet and Confer Packet, all affected parties shall meet and confer in person in a good faith effort to resolve the Grievance between them. Unless extenuating circumstances exist, the parties shall be required to meet within 21 calendar days of the initial notification. If the offending party fails or refuses to meet, the offending parties will be scheduled for a disciplinary hearing. If the affected parties resolve the Grievance, they shall notify the Mutual in writing of the terms and conditions of the resolution. If the affected parties are unable to resolve the Grievance between themselves, then the complaining Shareholder or resident must notify the Mutual in writing on a form provided by the Mutual (“Notice of Failure To Resolve Flooring Grievance”). The form is available from the Compliance Division.

4. **INVESTIGATION OF GRIEVANCES.** Upon the Mutual’s receipt of the Notice of Failure To Resolve Flooring Grievance from the complaining Shareholder or resident, the Mutual shall: a) forward a copy of said Notice to the Shareholders and residents of the Unit which is the subject of the Grievance, and b) select, retain and advance the costs for an acoustical testing and engineering expert, who shall perform FIIC testing on interior flooring located in bedroom(s), the living room, and hallway(s), whichever is the subject of the Grievance. Testing shall not necessarily be required on interior flooring located in the kitchen or bathroom(s). The Mutual’s payment of the costs

for the expert shall be subject to its right to obtain reimbursement of such costs by imposition and levy of reimbursement assessment upon the appropriate unit and unit Shareholders pursuant to the Governing Documents and these Procedures.

**5. FIIC TESTING.** All FIIC testing which is conducted under these Procedures shall be performed by an expert selected by the Mutual in its sole discretion. The expert shall be experienced in the field of acoustical testing and engineering. Said expert shall promptly forward to the Mutual a written report which shall include all test results as well as the findings, opinions and recommendations. The Mutual shall forward copies of the report to the complaining unit Shareholders and residents, and to the Shareholders and residents of the unit wherein the interior flooring at issue is located.

**6. SHAREHOLDER AND RESIDENT COOPERATION.** All unit Shareholders and residents involved shall fully cooperate with the Mutual, its agents and experts in connection with FIIC testing. Said cooperation shall include allowing the Mutual, its agents and experts to enter, inspect, photograph, and test all Units which are identified in the Grievance. If entry into a unit is required, such entry shall be done at reasonable times, upon reasonable prior notice, and with as little inconvenience to the unit Shareholders and residents as possible. The unit Shareholders and residents shall cooperate and allow entry within 15 days of notification by the Mutual of the FIIC testing. The Board shall impose and levy a reimbursement assessment against the appropriate unit Shareholders and their respective units to reimburse the Mutual for all costs, expenses and attorney's fees which the Mutual incurs in connection with the Grievance or the enforcement of these Procedures. Failure to cooperate with any or all of the aspects of these procedures may result in disciplinary action by the Board.

**7. BOARD HEARINGS AND ORDERS.**

1. As soon as reasonable after the Mutual receives the expert's test results and report, a hearing shall be held before the Board of Directors. At the hearing, the Board shall consider all relevant matters, including whether there has been any violation of Article 5 of the Occupancy Agreement and/or United Laguna Woods Mutual Interior Flooring Policy.
2. After the hearing has concluded, the Board of Directors shall determine such actions, remedies, fines, penalties, suspensions, reimbursement assessments, and other orders that the Board in its discretion deems appropriate to be taken, including, but not limited to:
  - a) Imposing and levying a reimbursement assessment against either the Shareholder of the unit where the interior flooring at issue is located or the Shareholder of the unit which originated the Grievance (even if the Grievance was made by a non-Shareholder resident in the Unit) to reimburse the Mutual for all costs, expenses and attorney's fees that the Mutual has incurred in connection with the Grievance or its enforcement of these Procedure, including the costs of FIIC testing, expert consultations,

and expert reports;

- b) Directing the Shareholder(s) and/or resident(s) of the unit where the interior flooring at issue is located to take remedial action to correct the situation that resulted in the Grievance, submit documents verifying that such remedial action has been completed, and/or allow an expert selected by the Mutual and paid for in advance by said Shareholders to perform follow-up FIIC testing to verify the effectiveness of the remedial action; and
- c) Making such other and further orders as it deems appropriate, including imposing monetary penalties and fines, imposing and levying reimbursement assessments, suspending the right to use any facilities owned, operated or managed by the Mutual, suspending the right to vote in Mutual elections, recommending to the Golden Rain Foundation (GRF) that it take disciplinary action against the Shareholder(s) and/or resident(s) with respect to the Shareholder(s) and/or resident(s) use of GRF provided facilities and amenities, and/or setting additional hearings.

Temporary Containers  
RESOLUTION 01-18-76

**WHEREAS**, the placement of temporary containers such as dumpsters, portable storage units (PODS), and contractor trailers has caused safety and mobility concerns throughout the Village; and,

**WHEREAS**, Staff has developed a policy that addresses these concerns.

**NOW THEREFORE BE IT RESOLVED**, July 10, 2018, that the Board of Directors hereby adopts the Proposed Temporary Container Policy as attached to the official meeting minutes;

**RESOLVED FURTHER**, after a 24 hour notice from the contractor or Member, including weekends, the Security Division will provide members and contractors locations to place these items;

**RESOLVED FURTHER**, the safety, placement, and housekeeping of these items are the responsibility of the member;

**RESOLVED FURTHER**, the Mutual reserves the right to remove or relocate any item to remedy an unsafe condition; 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.

Click here for the [Policy for Temporary Containers](#) in its entirety.

Unauthorized Alteration Fee  
RESOLUTION 01-18-87

**WHEREAS**, the Mutual has seen an increase in unauthorized alterations; and,

**WHEREAS**, significant staff time is necessary to investigate, document and process un- authorized alteration incidents.

**NOW THEREFORE BE IT RESOLVED**, August 14, 2018, that the Board of Directors hereby adopts the Unauthorized Alteration Fee;

**RESOLVED FURTHER**, effective September 1, 2018, the administrative fee for processing Mutual Consents after-the-fact will be \$300;

**RESOLVED FURTHER**, the fee shall be in addition to Board approved Mutual Consent processing fees;

**RESOLVED FURTHER**, payment of the Unauthorized Alteration Fee does not preclude the Member from disciplinary action by the Board;

**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.

**Clutter Restrictions**

Carport Use Restrictions  
Resolution 01-07-59

**RESOLVED**, June 12, 2007 that the Board of Directors of this Corporation hereby establishes the following standards governing storage in areas not exclusively used by the Member:

**RESOLVED FURTHER**, that carports are to be used exclusively for the parking of personal, non-commercial vehicles used for personal transportation; and

**RESOLVED FURTHER**, that except as permitted by the Mutual, storage of personal property in carports shall be contained in carport cabinets in accordance with the Mutual Standards; and

**RESOLVED FURTHER**, that the storage in carports of oversized items (those that do not fit into the carport storage cabinet) or disaster relief materials owned by the Member of the Corporation that are not unsightly or unsuitable as determined by the Mutual may be stored in the space directly beneath the Member's carport storage cabinet; and

**RESOLVED FURTHER**, that storage of any type of material in areas

not approved by the Mutual for Member storage in property owned by this Corporation shall not be permitted and shall be removed and the property restored, if necessary, at the expense of the Member; and

**RESOLVED FURTHER**, that the improper or unsafe storage of any item or materials that creates a substantial and material threat to the health, safety and well-being of all residents, including but not limited to noxious, corrosive or combustible materials is strictly prohibited; and

**RESOLVED FURTHER**, that the Corporation shall issue Notice of Violations to Mutual Members in violation of this resolution which may result in member disciplinary action; and

**RESOLVED FURTHER**, that Resolution 01-05-37 adopted April 12, 2005 is hereby superseded and cancelled; and

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

#### Clutter Policy

Resolution 01-18-104; Adopted September 26, 2018

##### I. Purpose

The purpose of this policy is to set forth guidelines by United Laguna Woods Mutual (United) for the safety and prevention of damage from items placed by the residents in "Exclusive Use Common Area" and "Common Area."

Please note that this list is **not** exhaustive and **any** item that is placed within the Mutual property, including but not limited to, the balcony, breezeway, carport, patio, interior and common area is subject to the aforementioned rules and regulations of the Mutual.

##### II. Definitions

- a. Exclusive Use Common Area – a portion of the common area designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests. Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, doorframes, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common area allocated exclusively to that separate interest (i.e. patios, balconies, carport and interior of a Unit). (Civil Code §4145)
- b. Clutter - to fill or litter with things in a disorderly manner; a collection of things lying about in an untidy mass. (cluttered. (n.d.) *Burton's Legal Thesaurus*, 4E. (2007)) In addition, anything positioned within the Mutual property in a



manner which is obstructing the free use of the area, creating a health and safety risk to the community, and/or consequently causing property damage within the Mutual. See further details under Conditions.

- c. Common Area - the entire common interest development except the separate interests therein (i.e. walkways, breezeways, and open space). (Civil Code §4095)
- d. Community – Laguna Woods Village.
- e. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- f. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- g. Interior Clutter – any items that are hazardous or may be of fire or safety danger, and/or potential damage to the inside of the Unit or surrounding Units.
- h. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- i. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- j. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- k. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

### III. **Conditions Clutter**

Common areas are for the use and enjoyment of all residents and it is essential that all residents be aware of the need for the safety and prevention of damage to the buildings by items placed by the residents in or on the common areas of the Mutual's multi-story buildings and where applicable to other residential buildings.

The following rules for residents address the safety and prevention of damage issues. Residents should take whatever corrective action is necessary to manage those items they have placed outside their unit. Residents who disregard these guidelines will be given a citation to correct the problem, possibly followed with disciplinary action.

1. All plants must be suitably potted with adequately sized saucers to collect excess water and elevated by substantial caster or sturdy platforms. Care must be used to control the amount of water given to these plants so as not to run over the saucer and collect on the floor surface or fall to a lower level of the building on people, windows, or other objects belonging to neighbors.

2. Items, including plants, statues, furniture, etc., may be placed adjacent to a Unit's front door on the floor and shall be limited. Adequate clearance is required to allow for easy walkway access along the area (at least in number and size to allow for a 48-inch clearance as required by law.)
3. All plants shall be maintained by the resident in a healthy, well cared for condition, properly watered and pruned. Non-plant items shall be maintained clean and in good repair.
4. Potted plants are not to be placed on railings in common areas. Hanging plants or hanging objects are prohibited in breezeway and walkways.
5. Items that constitute a nuisance to one's neighbors should not be placed in common areas. Examples are intrusive wind chimes, food and water, which will attract birds, insects, and other animals. (City of Laguna Woods Municipal Code Section 5.20.070) Residents are encouraged to resolve amicably differences or disputes involving such items.
6. A resident's balcony and patio area adjoining a unit is Exclusive Use Common Area. This area needs the same care & protection as the walkways and breezeways to prevent dry rot, decay and mold of surfaces. Therefore only a limited number of potted plants on the balconies of multistory buildings are allowed. No more than 15% of the total floor area of a balcony may be used for potted plants.
7. Landscape crews will not care for a resident's personal items placed in common areas unless arranged through the Customer Service Department as a chargeable service.

Any building, by majority decision, may establish additional rules for its own use, providing the rules are not in conflict with the above guidelines. United shall resolve any disputes or misunderstandings relating to Exclusive Use Common Areas and Common Areas.

**Governing Documents:** "The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon." (Occupancy Agreement, Article 5, Use of Premises)

#### IV. Enforcement

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of 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, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating clutter: a Security Inspector patrols the Community and should Staff identify objective evidence of clutter a Notice of Clutter Violation is issued. The Compliance Division will send a follow up notice advising the Member of the rules and requesting compliance.

For interior clutter: Staff will schedule an interior inspection to obtain photographs and determine the severity of the clutter, potential hazard, and damage to the property. Staff works closely with the Social Services Division and outside agencies on interior clutter violations.

#### Private Objects in Landscape Areas Resolution 01-05-63

**WHEREAS**, the Board of Directors of this Corporation is concerned about the placement of privately-owned objects upon the buildings and in the common areas and about the possible safety hazards to persons, the structural damage to property, and maintenance problems caused by such placement;

**NOW THEREFORE BE IT RESOLVED**, June 14, 2005 that placement of privately-owned objects in the common areas(including foundation planters) shall be permitted (personal/non- standard landscaping), within the following guidelines:

- Residents may not enlarge foundation planters. Plants and shrubs, which members are allowed to plant adjacent to their units (foundation planters) should be well maintained. (See guidelines for the "Yellow Stake" program.)
- Decorative items (hardscape, i.e. garden décor, statuary, potted plants or hanging objects) may be placed in this garden area, as long as they do not interfere with the Landscapers' work, or cause a hazard, either to persons or property. These items should be kept in good repair. Potted plants should be well-maintained and any empty pots removed.

**RESOLVED FURTHER**, that upon sale of the manor, the Mutual Member or the estate will be financially responsible for the removal of personal plantings and the re-landscaping of this area, unless the buyer assumes responsibility for the “non-standard” landscaping; and

**RESOLVED FURTHER**, that certain guidelines are to be observed in the limited use of common land, and is necessary to contact the Landscape Supervisor, through Property Services before initiating any planned changes; and

**RESOLVED FURTHER**, that if the personal plantings and/or decorative items in the common area directly adjacent to the manor are not maintained in a satisfactory manner, the officers and agents of this corporation are hereby authorized on behalf of the corporation to take such action as they may deem necessary to carry out the purpose of this resolution; and

**RESOLVED FURTHER**, that Resolution U-91-07, adopted January 22, 1991 is hereby superseded and cancelled.

### **Enforcement**

Deactivation of Cable Service at a Delinquent Member’s Unit  
Resolution 01-17-119; October 17, 2017

**WHEREAS**, United Laguna Woods Mutual desires to strengthen delinquency collection procedures; and

**WHEREAS**, the Collection and Lien Enforcement Policy And Procedures For Assessment Delinquencies states “Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys’ fees, the Board of Directors may suspend the Shareholder’s right to vote, and suspend the Shareholder’s right to use United’s recreational facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855”; and

**WHEREAS**, the GRF Board previously adopted Resolution 90-15-09 which authorizes GRF, at the request of the Mutual, to take disciplinary or suspension action against a Mutual Member which includes, but is not limited to, the suspension of the Mutual Member’s right to use the cable TV system; and

**WHEREAS**, on February 14, 2017, United’s Board of Directors approved deactivation of cable service at a delinquent Member’s unit when an assessment amount is 60 days or more past due and after providing the Member with an opportunity to be heard, except when a Member’s payment plan is approved by the Board and remains current; and

**WHEREAS**, on September 5, 2017 the GRF Board adopted Resolution 90-17-91, resolving that the GRF Board of Directors and the Board of Directors for each of the Mutuals, including, United, each possess the power to take disciplinary action against their respective Mutual Members, including, but not limited to, the suspension of cable television and internet services; and

**NOW THEREFORE, BE IT RESOLVED**, October 17, 2017, the United Board of Directors may suspend cable television and internet services provided by the Golden Rain Foundation of Laguna Woods after providing the Mutual Member with a duly noticed hearing pursuant to Civil Code Section 5855; and

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

### **Financial Restrictions**

Collection and Lien Enforcement Policy  
Resolution 01-20-61; September 8, 2020

In accordance with California Civil Code, United maintains a Collection and Lien Enforcement Policy that outlines the procedures, policies and practices employed by the Mutual in enforcing lien rights or other legal remedies for default in payment of assessments, chargeable services, late fees, electric cart fees, carport rental fees, and expenses.

The policy can be found on the Laguna Woods Village Website in the documents section or at the following link:

[UNITED COLLECTION AND LIEN ENFORCEMENT POLICY](#)

### **General Restrictions**

Anti-Discrimination Policy  
Resolution 01-18-25

**WHEREAS**, UNITED LAGUNA WOODS MUTUAL (“United”) is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with senior housing on a cooperative nonprofit basis pursuant to the provisions set forth in its Occupancy Agreement, Articles of Incorporation and Bylaws;

**WHEREAS**, United, through its volunteer Board of Directors, is responsible for management, maintenance and administration of a residential stock cooperative common interest development (the “Development”) under United’s governing documents (which include, without limitation, the Occupancy Agreement, Articles of Incorporation, Bylaws, operating rules and Board resolutions) which grant United the authority to manage and govern the affairs of the properties within United, and all applicable law;

**WHEREAS**, California Civil Code Section 4760(a)(2) provides in part that a member may modify his or her separate interest, at his or her expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the separate interest;

**WHEREAS**, federal law prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status and disability;

**WHEREAS**, federal law also provides that discrimination includes a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises;

**WHEREAS**, California law prohibits the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person;

**WHEREAS**, California law also prohibits (i) the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, or genetic information of any person seeking to purchase, rent, or lease any housing accommodation; (ii) any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information or an intention to make that preference, limitation, or discrimination; and (iii) to otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, gender identity, gender expression, sexual orientation, familial status, source of income, disability, genetic information, or national origin;

**WHEREAS**, Article 3 of the Articles of Incorporation provides that United shall have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Mutual Benefit Corporation Law may now or hereafter have or exercise;

**WHEREAS**, Sections 1 and 2 of the Bylaws provides that United has the express power and duty to manage, maintain, preserve and administer the business of the Development, and to promote the health, safety, and welfare of the residents within the Development;

**WHEREAS**, the Board has the power to adopt, amend, or repeal, in its discretion, rules and regulations not inconsistent with the provisions of the governing documents, respectively; and,

**WHEREAS**, United desires to strengthen, clarify and confirm its antidiscrimination policy pursuant to applicable law.

**NOW, THEREFORE BE IT RESOLVED**, February 13, 2018, that the Board of Directors of this Corporation hereby adopts the Anti-discrimination policy; and

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

Appeal Policy  
Resolution 01-20-27

### **I. Purpose**

United Laguna Woods Mutual (“United”) requires a Member to seek approval from the Board of Directors (“Board”) on matters of Corporate business by way of the committee structure for review of a question that will ultimately be determined by the Board. Such committees, forward recommendations regarding Members’ requests to the Board for consideration, and if the proposed request is disapproved, then such decision may be subject to appeal to the Board by the Member.

The purpose of this document is to set forth the Appeal Policy. This includes, but not limited to, decisions made regarding architectural, landscape, disciplinary, occupancy and membership.

### **II. Definitions**

For the purposes of this policy:

- a. Committee is a group of individuals appointed by the Board for a specific function. For example, the Architectural Control and Standards Committee and Landscape Committee reviews Member’s requests for nonstandard changes and makes recommendations to the Board for approval or denial.
- b. Community Rules - the Articles of Incorporation and Bylaws of United, the recorded Occupancy Agreement; and any rules and regulations adopted by United. Any reference to the “Governing Documents” shall, for purposes of this Policy, be deemed a reference to the Community Rules set forth in this definition.
- c. Executive Session is defined as a closed meeting of the Board to address disciplinary/confidential matters.
- d. Member is defined as any person entitled to membership in United.
- e. Open Meeting Act is defined as a meeting open to the Members of United. Per Civil Code §4765, decisions made by the Board relating to a Member’s architectural and/or landscape request that occur in an Open Session meeting may be final.

- f. Subject Matter Expert (“SME”) is defined as the Staff Member with the highest level of expertise in the specialized job, task, or skill in the managing agent organization.

### III. **Conditions**

Decisions made by the Board in Open Session are not subject to appeals. The Architectural Control and Standards Committee and Landscape Committee review Members request and forward recommendations to the Board per the Open Meeting Act.

Decisions made by the Board in Open Session:

- a. In accordance with the Civil Code §4765, no Member shall be entitled to a right of appeal to a decision by the Board pertaining to an architectural, and/or landscape related matter in a meeting that satisfies the Common Interest Development Open Meeting Act.
- b. All decisions including other matters of corporate business by the Board made in meetings that satisfy the Common Interest Development Open Meeting Act shall be final.
- c. Notwithstanding the foregoing, if new information is brought to the Board’s attention relating to a matter previously decided by the Board, the Board may, in its sole discretion, revisit such decision due to extraordinary circumstances, but it shall have no obligation to do so and no Member shall be entitled to such reconsideration as a matter of right. The SME will review any extraordinary circumstances for consideration if submitted within 30 days in writing from the Board’s determination.

Decisions made by the Board in Executive Session are subject to appeals. The Members Hearing Committee makes decisions on disciplinary/confidential matters including occupancy and membership decisions in Executive Session.

### IV. **Procedure**

- a. Within 30 days of receipt of a written decision by either the Board or Members Hearing Committee relating to Member discipline or a reimbursement by the Member to United, made at an Executive Session meeting, the Member may appeal the decision by providing new information, in writing, as to why the Member believes the committee made a wrong decision.
- b. Upon receipt of such appeal request, the information will be reviewed by the SME for consideration. If approved, a new hearing will be scheduled before the Board, at which the Board will consider the written appeal as well as any evidence or documentation previously provided, after which the Board will make a final decision and provide notice of same in accordance with the governing documents and statute.



- c. No further appeals will be granted upon reconsideration by the Board of the matter that was the subject of the initial hearing and a final determination by the Board.

## BBQ Rules – OCFA and City Code

### *BBQ Regulations on Balconies, Decks and Patios*

In order to ensure safety for all residents, please be aware of the regulations below:

What is allowed in the Village?

- Electric Grills
- Propane grills with a container capacity no more than 2.5 pounds
- Grills that are stored in a safe manner and do not obstruct walkways

What is *not* allowed?

- Use of grills on balconies and decks
- Use of grills within 10 feet of buildings or combustible material
- Propane grills with a container larger than 2.5 pounds\*
- Use of a grill that creates a nuisance (excessive smoke or odor) to neighboring units.

\* an adapter can be purchased to convert to the smaller tank.

In addition to the above items, please follow the safety tips below when operating a BBQ grill:

- Follow the manufacturer instructions
- Fasten the propane tank securely to the grill
- Place your grill on a level surface so it will not topple over
- Light your grill with the top open
- Supervise the grill when in use and keep everyone away, including pets
- Use long-handled tools especially made for cooking on the grill
- Do not wear a loose apron or loose clothing while grilling, and always wear shoes
- Thoroughly clean grill after each use
- Keep a fire extinguisher nearby
- Always use or store cylinders outdoors in an upright (vertical) position

## Business in Unit

### Resolution U-01-82

WHEREAS, in order to preclude activities which can be characterized as public nuisances, the United Mutual governing documents strictly prohibit the conduct of any business from, or within a manor; and

WHEREAS, the Board has been requested to determine if strict administration of the existing restriction is possible and enforceable;

NOW THEREFORE BE IT RESOLVED, that on September 11, 2001, the board of directors of this corporation:

1. Adopts the attached Policy Regulating Home Occupations which states the limited conditions under which a passive business may be conducted within a residential unit;
2. Directs the Managing Agent to continue to seek compliance with the Mutual's Policy;
3. Confirms that non-compliance with this policy shall be cause for imposing monetary penalties under the category of nuisances;
4. Shall seek to amend the Mutual's governing documents in order to reflect the proposed policy at the earliest possible time;
5. Directs the Managing Agent to work with the City of Laguna Woods to develop an ordinance which is in substantial agreement with the Mutual's policy; 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.

#### Distribution of Materials Resolution 01-19-48

RESOLVED, June 11, 2019, the Board of Directors of this Corporation hereby amends the following policy for the distribution of publications, advertisement, announcements, campaign material, petitions and related printed literature {hereinafter "Material") by residents or resident organizations on property owned and managed by the United Laguna Woods Mutual; and

RESOLVED FURTHER , any materials for social, political, educational, or non-commercial purposes, including petitions to gather signatures, to be distributed to United Mutual residents shall bear identification as to its source and any individual or entity distributing such material shall comply with all of the following conditions:

1. Distribution of Material  
Door-to-door distribution of Material shall be permitted, as long as the act of distributing such Material does not rise to the level of creating a nuisance for Laguna Woods Village residents.
  - a. Material that is distributed door-to-door may be secured under the doormat or 11a at the thresholds of front doors or hung from doorknobs but may not be pieced in USPS delivery points, or left on vehicles anywhere.
  - b. Closed gates may not be opened.
2. Petitions
  - a. Only Mutual Members, or their designated agents, are permitted to gather signatures on petitions.
  - b. The petition must remain in the possession of the signature gatherer (there can be no unattended petitions).
3. Posting of Material - Postings that do not comply with these rules will be

subject to removal.

- a. Posting locations are limited to those areas reserved for posting, such as Laundry Room bulletin boards and are available only for residents.
  - b. Only one posting per subject matter, per organization, or per candidate, is allowed.
  - c. The size of a posting in the laundry rooms shall not exceed 5.5" by 8.5" (one half page) to allow space for other postings.
  - d. Each posting by a resident, or resident organization, must identify the posting individual's name, and posting date.
  - e. Any Material considered lewd or vulgar will be subject to removal.
- f. All non-election postings shall be removed after thirty (30) days after the posting date. For election postings, removal after the election date.
  - g. All Material must comply with federal, state, and community laws.
  - h. Removing postings of others is prohibited.
4. Knocking on Doors
- a. Knocking on doors or ringing of doorbells to contact residents is only permitted weekdays from 10 a.m. to dusk, excluding national holidays.
  - b. "No Solicitation" or "Do Not Disturb" signs must be honored.

NOW THEREFORE BE IT RESOLVED, that Resolution 01-15-03 approved on January 13, 2015; is hereby superseded and canceled; and  
RESOLVED FURTHER; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Distribution of Publications  
Resolution 01-07-36

**RESOLVED**, April 10, 2007, that the Board of Directors of this Corporation hereby establishes the following policy for the distribution of publications, advertisement, announcements, campaign material, petitions, and related printed literature (hereinafter "Material") on property owned and managed by the United Laguna Hills Mutual; and

**RESOLVED FURTHER**, any materials, including petitions to gather signatures, to be distributed to United Mutual residents shall bear identification as to its source and any individual or entity distributing such material shall comply with all of the following conditions:

1. Distribution of Material

- a. Door-to-door distribution of Material shall be permitted, as long as the act of distributing such Material does not rise to the level of creating a nuisance for Laguna Woods Village residents.
- b. Material that is distributed door-to-door may only be left on the surface of the thresholds of front doors. Material may not

be hung from doorknobs nor placed in USPS delivery points, nor left on vehicles in carports.

2. Petitions

- a. Only Mutual Members or their designated agents are permitted to gather signatures on petitions.
- b. The petition must remain in the possession of the signature gatherer (there can be no unattended petitions).

3. Posting of Material

- a. Posting locations are limited to those areas reserved for posting, such as Laundry Room bulletin boards and are available only for residents.
- b. Only one posting per subject matter, per organization, is allowed on the posting site.
- c. The size of the posting shall not exceed 6" by 8" to allow space for other postings.
- d. Each posting by a resident must identify the posting individual's name and posting date.
- e. Any Material considered lewd or vulgar will be subject to removal.
- f. Postings shall be removed after thirty (30) days.
- g. All Material must comply with state and federal laws.
- h. Postings that do not comply with these rules will be subject to removal.

**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.

Employees Entering Units when Dogs are Present  
Resolution 01-14-153

**WHEREAS**, a PCM employee entering a Member's manor, on behalf of United, was bitten by the Member's dog;

**AND WHEREAS**, the dog was leashed, and appeared to be restrained;

**AND WHEREAS**, the board wishes to take whatever reasonable steps are available to protect its agents from injuries of this type in the future;

**THEREFORE, BE IT RESOLVED**, December 9, 2014, that the board adopts the following procedure for PCM employees entering a manor:

1. Member's shall securely confine or relocate his/her dog during scheduled visits by PCM employees.
2. If the PCM employee is present at the Member's manor, the Member shall keep his/her dog securely confined in a secured location.
3. Before entering a manor, PCM employees shall make sure that all dogs in the manor have been placed in a secure location.

**BE IT FURTHER RESOLVED**, that the agents and officers of United are authorized to carry out the purpose of this resolution.

Interior Pest Control Policy  
Resolution 01-12-84

**WHEREAS**, the Mutual's current approach to manor pest control issues is essentially consistent with legal counsel's opinion that the Mutual does not have the responsibility to eradicate pests in individual manors; however, the Mutual does not have a formal policy in place to address such matters; and

**WHEREAS**, establishing a policy would enable Staff to efficiently and effectively administer pest eradication measures should the need arise in a multi-unit building infestation, as well as effectively set an expectation level for residents regarding responsibilities on pest control issues in their manors;

**NOW THEREFORE BE IT RESOLVED**, May 8, 2012, that the Board of Directors of this Corporation hereby establishes an Interior Pest Control Policy as attached to the 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.

**UNITED LAGUNA HILLS MUTUAL INTERIOR PEST CONTROL POLICY**

**1.0 PURPOSE & SCOPE**

**1.1 PURPOSE**

The purpose of this document is to define the policies of United Laguna Hills Mutual regarding the treatment and control of pests within the Mutual's dwelling units.

**1.2 SCOPE**

Interior pests within the Mutual's dwelling units incorporated within this policy include (but are not limited to) ants, bed bugs, cockroaches, spiders, fleas and ticks. Exterior pests include (but are not limited to) termites, bees, wasps and rodents.

## **2.0 RESPONSIBILITIES**

### **2.1 INTERIOR PESTS – Individual Manors**

Members shall be responsible for controlling pests inside of their manors, including ants, bed bugs, cockroaches, spiders, fleas, and ticks.

### **2.2 INTERIOR PESTS – Multiple Manors**

In the event of multiple unit interior infestations in a building that need to have all pests eliminated simultaneously, the Mutual may take responsibility for administration, scheduling, and execution of the treatments; however, the individual members shall reimburse the Mutual for costs incurred to perform treatments.

### **2.3 INTERIOR PESTS – Wood-destroying insects**

The Mutual shall continue to take responsibility for the treatment of termites affecting Mutual-controlled property within Manors.

### **2.4 EXTERIOR PESTS**

The Mutual shall continue to be responsible for controlling exterior pests inhabiting Mutual-controlled property, including termites, bees, wasps, and rodents.

## **Internal Dispute Resolution**

### **Resolution 01-15-119**

In accordance with Civil Code Section 5900 et seq., the Board of Directors of United Laguna Woods Mutual ("Mutual") has adopted the following Internal Dispute Resolution ("IDR") policy and procedure to be followed by the Mutual and its Members in connection with disputes relating to the enforcement of the governing documents, the Davis-Stirling Common Interest Development Act (Civil Code §§ 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code, or any other state or federal law (collectively referred to as a "CID Dispute"). The law requires a fair, reasonable, and expeditious procedure for resolving such CID Disputes, and further authorizes the Mutual to develop its own procedure for these purposes, known as "IDR" or "meet and confer."

1. The Internal Dispute Resolution ("IDR") process provides the Mutual as well as all Members an alternative to costly, formal "Alternative Dispute Resolution" (such as mediation, arbitration or other non-judicial process involving a neutral third party decision maker) and prior to the filing of any litigation related to a dispute involving their respective rights, duties or liabilities under the Mutual governing documents, the Davis-Stirling Common Interest Development Act and/or the nonprofit mutual benefit corporation law or any other state or federal law (a "CID Dispute"). The IDR process is available not only to disputes between the Mutual and a Member, but can also be used to help resolve disputes between

two or more Members. It does not relate to any collection of assessments unless the Mutual determines to pursue litigation to collect same.

2. Either party (Mutual or a Member(s)) to a CID Dispute may invoke the following procedure:
  - a. The party may request the other party to meet and confer, in an effort to resolve the CID Dispute. The request shall be in writing and shall include a brief description of the CID Dispute between the parties.
  - b. A Member may refuse a request to meet and confer. The Mutual may not refuse a Member's request to meet and confer.
  - c. In response to a CID Dispute involving the Mutual, the Board will designate two Directors ("Mutual Designees") to represent the Mutual and meet and confer with the Member. The Mutual Designees shall also have the right to request the Chairperson of any applicable Committee interested in the CID Dispute to assist the Mutual and attend the meet and confer session with the Member.
  - d. The Mutual shall respond to a Member or Members' request for IDR within thirty (30) days of receipt of the written request to meet and confer. Although Members are not required to participate in IDR, in the event the Member does not respond to the Mutual's request to participate in IDR within thirty (30) days of the written request, same will be deemed rejected. IDR must be scheduled and completed within ninety (90) days of receipt of the written acceptance of IDR by either party.
  - e. IDR meetings between Members not otherwise involving the Mutual should be held at a "neutral" location. To the extent conference rooms are available, and if the requesting Members provide a minimum of ten (10) business days' advance written notice, the Mutual will make best efforts to provide a conference room in the Community Center for the purpose of the IDR meeting. IDR meetings involving the Mutual will be held in the Community Center.
  - f. IDR meetings will be up to one hour in length, unless extended by written agreement of the parties. By requesting or agreeing to participate in IDR, the parties agree to commit up to one hour to the effort to resolve the dispute.
3. A Member participating in IDR may be assisted by an attorney or another person in explaining their positions at the Member's sole cost; the Mutual may also be assisted by legal counsel or another person at the Mutual's cost. Although a Member is permitted to bring Member's attorney or other representative to the IDR meeting, the Mutual encourages direct discussions between the Mutual representative and the Member, without legal counsel, to further the goal of resolution through an amicable, no cost, and expeditious process.
4. If Member desires to bring his or her attorney to the IDR meeting, the Member shall give no less than ten (10) business days' advance written notice to the other parties, including the Mutual, so that the other parties may determine if they wish their respective legal counsel to attend. Failure of Member to timely advise if he or she is bringing legal counsel shall result in postponement of the IDR meeting to a date at which Mutual counsel or the counsel of any other party

is able to participate. If Member appears at the IDR meeting with unannounced counsel, the IDR will not proceed at the scheduled date and time but will be rescheduled.

5. In an IDR meeting, the parties will meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the CID Dispute. If all parties to the IDR are not present, and no one has called to notify he or she will arrive late, the IDR will be cancelled after 15 minutes of the scheduled time.
6. A resolution of the CID Dispute agreed to by the parties shall be memorialized in writing and signed by all participating parties, including, if the Mutual is involved, the Board Designees on behalf of the Mutual.
7. An agreement reached by the Members or the Members and the Board Designees will bind the parties and be judicially enforceable if the following conditions are satisfied.
  - a. The agreement is in writing and signed by all parties to the IDR process;
  - b. The Agreement is not in conflict with law or the Mutual governing documents; and
  - c. If the IDR involves the Mutual as a participant, the agreement is consistent with the authority granted in advance to the Mutual representatives by the Board or is ratified by the Board of Directors within thirty (30) days of the date that the Agreement is executed by the Member and the Mutual Designees.
8. The Member participating in the IDR process shall not be charged a fee to participate in the IDR process.
9. All parties participating in the IDR process should note that the goal of the meeting is not to determine who is right or who is wrong, nor does IDR determine a "winner." The purpose of the IDR meeting is to try to find a compromise between the disputing parties, and thereby enhance neighborliness and harmony at United Laguna Woods Mutual. Therefore, parties participating should come to the IDR meeting with an open mind and prepared to be flexible in dealing with other parties to the IDR in good faith.
10. Appeals: If the Member participates in IDR, but the CID Dispute is resolved other than by agreement as outlined in paragraph 7 above, the Member shall have a right of appeal to the entire Board of Directors. The appeal must be in writing and submitted to the Board within thirty (30) days of the meeting and the Board shall invite the Member to an executive session meeting with the Board within sixty (60) days of receipt of the written request for appeal.



**WHEREAS**, Civil Code §1353.6 states that an association cannot prohibit placement of non-commercial signs on exclusive use common area or a separate interest; and

**WHEREAS**, United Mutual does not have a policy prohibiting signage on common area;

**NOW THEREFORE BE IT RESOLVED**, August 14, 2012, that the Board of Directors hereby prohibits the placement of non-commercial signage on United Mutual common area; 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.

#### Move-In/Move-Out Hours Resolution 01-19-59

**WHEREAS**, the Governing Documents Review Committee has recommended adopting the Move-In/Move-Out Hours, to fairly and reasonable address timeframes for residents moving into the Community; and

**WHEREAS**, the current Move-In/Move-Out Hours allow for moves to commence between the hours of 7:00 AM and 6:00 PM with completion by 10:00 PM, of the same day; and

**WHEREAS**, no vehicle of any household goods carrier shall be loaded, unloaded, or permitted to be loaded or unloaded, in or upon any real property managed by this Corporation unless such loading or unloading occurs during the designated times; and

**WHEREAS**, no household goods shall be deposited, permitted to be deposited, permitted to remain, carried, or permitted to be carried, prior to loading or subsequent unloading of any vehicle of a household goods carrier, in or upon any real property managed by this Corporation except during the hours that such loading or unloading is permitted;

**NOW THEREFORE BE IT RESOLVED**, August 13, 2019, the Board of Director of this Corporation hereby approves amending the Move-In/Move-Out hours to commence between the hours of 7:00 AM and 4:00 PM with completion by 8:00 PM.; and

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

#### Landscape Restrictions

This [Landscape Maintenance Manual](#) is an informative guide meant to provide information to residents on how landscape and related programs are managed in the Village. It is a resource to assist residents in understanding how the landscape is managed and what is permitted to do around their residences.

Below is an excerpt of the contents included in the Landscape Maintenance Manual:

Village landscape overview

The role of the landscape division

Landscape maintenance program

The role of the resident

Use of private gardeners, landscapers and pest control operators

The tree program

Chargeable service program

Water management

Safety

Request forms and appeal process

Mutual landscape request form

Exhibit a: united mutual resolutions

Tree removal guidelines

Memorials and tree signage

Privately owned objects

Care and maintenance of patios, balconies, breezeways and walkways

Stepping stones

Placement of potted plants in common area

Fruit trees

Vegetable plantings

## **Nuisance Restrictions**

Harassment Policy

Resolution 01-18-102

### **I. Purpose**

The purpose of this policy is to set forth guidelines for harassment complaints received by United Laguna Woods Mutual (United).

### **II. Definitions**

- a. Community – Laguna Woods Village.
- b. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- d. Harassment – see details under Conditions.
- e. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).

- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

### III. Conditions

**Federal Law:** Under federal law, "harassment" is defined to mean "a serious act or a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose." (18 U.S.C.A. §1514(d)(1)(B).)

**California Law:** California defines "harassment" as unlawful violence; a credible threat of violence; or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. (Code Civ. §527.6(b)(3).)

"Course of Conduct" is defined as a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an individual, making harassing telephone calls to an individual, or sending harassing correspondence to an individual by any means, including, but not limited to, the use of public or private mails, interoffice mail, facsimile, or computer email. (Code Civ. §527.6(b)(1).)

"Credible threat of violence" is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose. (Code Civ. §527.6(b)(2).)

**Department of Housing and Urban Development (HUD) "Final Rule":** New guidelines were enacted in an effort to further define housing discrimination in the form of harassment. In that regard HUD's new guideline, adopted in August 2016 and referred to as the Final Rule, now deem harassment in housing a form of illegal discrimination. Based on HUD's guidelines the Board must now evaluate alleged harassment from a perspective of a housing provider, which HUD deems homeowners association Boards as just that, and to investigate whether a resident is being subjected to harassment to the extent that it, under the Final Rule, amounts to illegal housing discrimination. (24 CFR 100.600.)

**Governing Documents:** The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of governmental authorities with respect to the dwelling unit and all other premises of the Corporation. If by reason of the occupancy or use of the dwelling unit or any other building of the Corporation by the Member the rate of insurance on any building or other property of the Corporation shall be increased, the Member shall become personally liable for the additional insurance premiums. (Occupancy Agreement, Article 5, Use of Premises.)

#### IV. Enforcement

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of 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, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. (Amended and Restated Bylaws, Article IV, Dispute Resolution, Discipline and Termination of Membership.)

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating Harassment: to determine if harassment is taking place, Staff evaluates the nature of the unwelcome conduct, the context in which the incidents occur, the severity, scope, frequency, duration, and location of the conduct, and the relationships of the people involved. Staff will inform the reporting parties to call the Orange County Sherriff's Department if and when the behavior occurs and the persons subjected to this type of harassment and threats of violence can seek a restraining order.

The Board will address if the harassment is of the type that will require United to intervene versus deem the matter a neighbor to neighbor dispute that must be resolved between the two residents.

Any reports of harassment will be evaluated by Staff and Legal Counsel to ensure that the Board complies with the Final Rule.

Nuisance Policy  
Resolution 01-18-103

**I. Purpose**

The purpose of this policy is to set forth guidelines for nuisance complaints received by United Laguna Woods Mutual (United).

**II. Definitions**

- a. Community – Laguna Woods Village.
- b. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- c. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- d. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder(s).
- e. Nuisance – see details under Conditions.
- f. Resident is defined as any person who has been approved by the Board of Directors for occupancy.
- g. Staff - Employees of Village Management Services, Inc. authorized to act on behalf of United.
- h. United Laguna Woods Mutual (United) - is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative Mutual's. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation. Also known as the Mutual.

**III. Conditions**

**Nuisance in General:** Anything which is injurious to health, indecent or offensive to the senses, causes an unreasonable disturbance or annoyance, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. (Civ. Code § 3479.)

**Public Nuisance:** A public nuisance is a condition or activity that interferes with the health or well-being of the entire community or a considerable number of persons in the neighborhood. (Civ. Code §§3479-3480.)

**Private Nuisance:** A private nuisance is a condition or activity that interferes with an individual's use or enjoyment of their property. (Civ. Code §§3479, 3481.)

**Governing Documents:** “The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or

on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon.” (Occupancy Agreement, Article 5, Use of Premises)

Below are examples of activities that fall into a nuisance category:

1. **Noise:** Things that interfere with quiet enjoyment such as improperly installed hardwood floors, neighbors playing their music or TV too loud, loud conversation, barking dogs, etc.
2. **Odors:** This includes second-hand smoke (cigarettes, cigars and marijuana), strong cooking odors, smoke from a BBQ grill entering other units, etc.
3. **Visual:** Draping articles over balcony rails, storing inoperable vehicles in parking spaces, etc.
4. **Health/Safety:** Hoarders who allow unsanitary conditions to exist that attract insects and rodents, or residents who wash dog feces and urine off their balcony onto the property below them.
5. **Violation of Laws:** A violation of federal or state laws or local ordinances. An example would be public nudity or a resident engaged in drug dealing or prostitution.

#### IV. **Enforcement**

United is authorized to take disciplinary action against a Member(s) whose dwelling may be found in violation of 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, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Member(s) privileges, and/or bring forth legal action. The Member(s) are entirely responsible for ensuring that the Governing Documents are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Investigating Nuisance: To determine if nuisance is taking place, Staff evaluates the behavior and determines if the behavior or noise transferring to other units is deemed reasonable or unreasonable to an average reasonable person. Staff will inform the reporting parties to call the Security Department for documentation.

For hard surface flooring complaints: Staff will perform informal sound tests that include two Staff members in the downstairs unit at the same time that two Staff members are in the upstairs unit, with an attempt to replicate the alleged noise.

For odor complaints: Staff will perform an informal odor test that includes two Staff members in the suspects' unit at the same time that two Staff members are in the reporting parties unit, with an attempt to replicate the alleged odors. Staff also seeks assistance from the Maintenance Department to determine if the building structure is a factor that can be remedied.

For neighbor-to-neighbor disputes: Staff will offer informal mediation performed by the Compliance and Social Services Division. Staff will also recommend professional mediation services offered by the County of Orange.

## **Occupancy Restrictions**

Co-Occupancy Policy  
Resolution 01-18-39

### **I. Purpose**

The purpose of this document is to define the policy of United Laguna Woods Mutual (ULWM) regarding Shareholders who seek an individual to be Co-occupant.

### **II. Definitions**

- a. Application – the form prescribed by ULWM to apply for approval to Co-occupy the Unit (Exhibit A).
- b. Approval – written authorization to Co-occupy the Unit granted by ULWM or authorized VMS staff member(s).
- c. Assessment – the monthly amounts which Members are bound to pay pursuant to the terms of their respective Occupancy Agreements. Also known as carrying charges.
- d. Charge – fee, fine, and/or monetary penalty that ULWM may levy upon a Shareholder(s) pursuant to the Governing Documents.
- e. Co-habitant – persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.
- f. Community – Laguna Woods Village.
- g. Co-occupant – Qualifying Permanent Resident as defined by Civil Code §51.3 (Addendum 1) and any person who seeks to reside with a Qualifying Resident, who is approved by the Board of Directors for occupancy, and who shall certify on the application submitted to the Corporation that he or she satisfies at least one of the following criteria and shall provide such additional certification or information as the Corporation or its managing agent may require:
  - i. At least forty-five years of age; or
  - ii. A spouse of a Qualifying Resident; or
  - iii. A co-habitant of a Qualifying Resident, or
  - iv. A provider of primary economic support to a Qualifying Resident; or

- v.A provider of primary physical support to a Qualifying Resident.
- h. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- i. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- j. Identification (ID) Card – photo ID card issued by GRF to Shareholders, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
- k. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder and Qualified Resident.
- l. Occupancy Agreement – the agreement between the Corporation and its Shareholder(s), respectively, under the terms of which said Shareholder(s) are entitled to enjoy possession of their respective Units and the use of facilities owned by ULWM and GRF.
- m. Qualifying Resident – any person who is at least 55 years of age and who has been approved by the Board of Directors for occupancy of a Unit.
- n. 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. Also known as Member.
- o. Staff Member – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of ULWM.
- p. Sub-Lessee – any person or persons who sub-lease a Unit from a Member for such a period of time and on such forms as authorized by the Board of Directors, and shall be permitted by the Rules and Regulations adopted by the Board of Directors from time to time.
- q. ULWM – is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative mutuels. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation.
- r. Unit – a dwelling unit owned by the Corporation, and the Member's separate interest; specifically, the exclusive rights to occupy a specific portion of real property within the Development. Also known as Manor.
- s. Vehicle Decal – identifying marker, supplied by GRF, to residents; a decal is required for parking within the Community other than by guests or contractors.



### **III.Fees**

See Schedule of Fees.

### **IV.Terms and Conditions**

#### **a. General Information**

- i. ULWM is an independent-lifestyle and age-restricted senior citizen community, as defined by California Civil Code §51.3. No form of healthcare or assisted living is provided by ULWM. Each resident is responsible for his/her own health, safety, care and welfare.
- ii. Authorization for Co-occupancy shall be effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s) of ULWM.
- iii. An Application to reside in a Unit shall be made on the form prescribed by ULWM (Exhibit A). Any changes in such form shall not be deemed a change in this Occupancy Policy which requires notice to the Shareholder(s) of ULWM.
- iv. Approval of the Co-occupancy Application by ULWM, in and of itself, does not confer any right on the Co-occupant other than the revocable right to occupy the Unit named on the Application.
- v. ULWM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit B).
- vi. Appearance of the Community is important, and residents are required to keep their balconies, patios, walkways, and carports free of clutter per the Governing Documents.
- vii. The Resident Services Department will notify the Shareholder(s) of the approval or denial status of the application within seven business days of submittal of the complete application.
- viii. Shareholders are required to check with the Manor Alterations Division before making any structural or landscape alterations. Please contact the Manor Alterations Division at (949) 597-4616. Contractor's trash must not be put into Community Dumpsters.
- ix. Guest occupancy is permitted for a maximum period of 60 days per twelve month period, per guest, solely in conjunction with the occupancy by a Qualifying Resident or Co-occupant.
- x. 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; no more than three persons in a two bedroom Unit. There is an additional monthly GRF fee for each person in excess of two.

xi. ULMW and Shareholder(s) have the right to terminate Co-Occupant status at any time, without cause; however, Civil Code §51.3 may be interpreted to inhibit this right of termination under certain circumstances.

b. Occupancy

- i. Co-occupant(s) shall be entitled to occupy the Unit indicated on the application.
- ii. The Shareholder(s) and Co-occupant cannot have a landlord-tenant relationship and no remuneration will be paid or collected during the duration of the Co-occupancy.
- iii. Co-occupant(s) and Shareholder(s) will reside in the Unit; when necessary, the Board reserves the right to require proof of residency.
- iv. Individuals may reside in the Unit only if they co-occupy with the Shareholder(s) who is/are in residence, and meet the requirements of a Co-Occupant; or are the parents of children who purchased prior to November 8, 2016 (Resolution U-89-94 rescinded) with one Qualifying Resident at least 55 years of age.
- v. Co-occupant(s) may use the facilities and receive the services made available by GRF. The facilities and services may be modified or discontinued by GRF at any time.
- vi. Shareholder shall be responsible for the conduct and department of the Co-occupant.
- vii. Co-occupant shall be subject to the same rules, regulations, restrictions, and Occupancy Agreement that are applicable to the Shareholder(s), except with respect to payment of carrying charges. If Co-occupant ever shall become the legal or equitable owner of the Membership, Co-occupant will apply for Membership and execute an Occupancy Agreement in ULWM in the form generally used by ULWM and will pay all amounts due pursuant to the Occupancy Agreement.
- viii. Shareholder(s) and Co-occupant(s) shall be equally responsible for payment of any charges incurred by Co-occupant(s) in respect to service provided by GRF or ULWM.
- ix. Shareholder(s) agrees to pay to ULWM an additional sum each month for each Co-occupant in excess of two at the rate prescribed by ULWM.
- x. Shareholder(s) shall be responsible for cancelling the Co-occupancy status and returning Co-occupant's ID Card and Vehicle Decal when Co-occupant ceases to reside in the Unit.
- xi. Co-occupant shall not have been convicted of a felony within the last 20 years or a misdemeanor involving moral turpitude

within five years immediately preceding the date of application.

#### **V.Procedure**

- a. The Shareholder(s) must complete and submit the Occupancy Application for Board review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- b. The Application and additional documentation must be submitted to the Resident Services Department. Additional required documentation:
  1. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Co-occupant.
  2. Department of Justice Criminal Background Report for each Co-occupant.
  3. Credit (FICO) Score for each Co-Occupant provided by TransUnion, Experian, or Equifax.
  4. Proof of Income (Social Security, Bank Statements/Deposits, Pensions, Annuities, etc.)
  5. Emergency Contact Information for each Co-occupant (Exhibit C).
- c. The Board or authorized VMS staff member(s) will review the Application and approve or deny the request in writing.
- d. Upon receipt of an Application, the Resident Services Department will research if the Shareholder(s) has/have received notices of rules violations or is subject to any outstanding Charges and Assessments before approval of the application.
- e. The Resident Services Department will notify the Shareholder(s) of the results within seven business days, unless it notifies the Shareholder(s) that it requires additional time to review and/or requests additional information from the Shareholder(s) while conducting its review.
- f. The Resident Services Department hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number (949) 597-4323.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

#### **VI.Enforcement**

ULWM is authorized to take disciplinary action against a Shareholder(s) whose dwelling may be found in violation of 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, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Shareholder(s) privileges, and/or bring forth legal action. The Shareholder(s) are entirely

responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. Disciplinary action against a Shareholder's privileges applies to the Co-occupant(s).

The Shareholder(s) and Co-occupant(s) must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.

Nothing contained herein shall relieve Shareholder(s) of the performance of any obligation owed to ULWM and/or GRF under the Governing Documents.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

Page Break

## **Addendum 1**

### **Civil Code §51.3 Senior Citizens Developments**

(a) The Legislature finds and declares that this section is essential to establish and preserve specially designed accessible housing for senior citizens. There are senior citizens who need special living environments and services, and find that there is an inadequate supply of this type of housing in the state.

(b) For the purposes of this section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

(2) "Qualified permanent resident" means a person who meets both of the following requirements:

(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(3) "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in

subdivision (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subdivision (b) of Section 54.

(A) For any person who is a qualified permanent resident under this paragraph whose disabling condition ends, the owner, board of directors, or other governing body may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the owner, board of directors, or other governing body may allow the person to remain a resident for up to one year after the disabling condition ends.

(B) The owner, board of directors, or other governing body of the senior citizen housing development may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this paragraph if the owner, board of directors, or other governing body finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

(i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the coresident parent or grandparent of that person.

(ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the owner, board of directors, or other governing body in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(4) "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units. Any senior citizen housing development which is required to obtain a public report under Section 11010 of the Business and Professions Code and which submits its application for a public report after July 1, 2001, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code. No housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed or put to use for occupancy by senior citizens.

(5) "Dwelling unit" or "housing" means any residential accommodation other than a mobile home.

(6) "Cohabitant" refers to persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.

(7) "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

(A) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.

(B) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.

Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.

(c) The covenants, conditions, and restrictions and other documents or written policy shall set forth the limitations on occupancy, residency, or use on the basis of age. Any such limitation shall not be more exclusive than to require that one person in residence in each dwelling unit may be required to be a senior citizen and that each other resident in the same dwelling unit may be required to be a qualified permanent resident, a permitted health care resident, or a person under 55 years of age whose occupancy is permitted under subdivision (h) of this section or under subdivision (b) of Section 51.4. That limitation may be less exclusive, but shall at least require that the persons commencing any occupancy of a dwelling unit include a senior citizen who intends to reside in the unit as his or her primary residence on a permanent basis. The application of the rules set forth in this subdivision regarding limitations on occupancy may result in less than all of the dwellings being actually occupied by a senior citizen.

(d) The covenants, conditions, and restrictions or other documents or written policy shall permit temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 55 years of age for periods of time, not less than 60 days in any year, that are specified in the covenants, conditions, and restrictions or other documents or written policy.

(e) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident. This subdivision shall not apply to a permitted health care resident.

(f) The condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential rental property shall have been developed for, and initially been put to use as, housing for senior citizens, or shall have been substantially rehabilitated or renovated for, and immediately afterward put to use as, housing for senior citizens, as provided in this section; provided, however, that no housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed for or originally put to use for occupancy by senior citizens.

(g) The covenants, conditions, and restrictions or other documents or written policies applicable to any condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential property that contained age restrictions on January 1, 1984, shall be enforceable only to the extent permitted by this section, notwithstanding lower age restrictions contained in those documents or policies.

(h) Any person who has the right to reside in, occupy, or use the housing or an unimproved lot subject to this section on January 1, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as the result of the enactment of this section.

(i) The covenants, conditions, and restrictions or other documents or written policy of the senior citizen housing development shall permit the occupancy of a dwelling unit by a permitted health care resident during any period that the person is actually providing live-in, long-term, or hospice health care to a qualifying resident for compensation. For purposes of this subdivision, the term "for compensation" shall include provisions of lodging and food in exchange for care.

(j) Notwithstanding any other provision of this section, this section shall not apply to the County of Riverside.

(Amended by Stats. 2016, Ch. 50, Sec. 5. (SB 1005) Effective January 1, 2017.)

#### Private Caregiver Policy Resolution 01-19-32

The Board of Directors adopted a Private Caregiver Policy to reasonably address caregivers providing care for Residents. Every Private Caregiver Application for Permit must be approved in writing prior to commencing support.

The [Private Caregiver Policy, Checklist, and Application](#) can be found on the Laguna Woods Village Website, Policy and Procedures section.

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

## Subleasing Information for Sublessors

## Resolution 01-21-XX

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 subletting shall not obligate the Corporation to consent to any other subletting. The cap on total units is 25% or 1,581 units.

The [Subleasing](#) Information Packet and Application can be found on the Laguna Woods Village Website, Policy and Procedures section.

### **Smoking Restrictions**

#### Non-Smoking Policy

#### Resolution

##### **I. Purpose**

The purpose of this document is to define the policies of United Laguna Woods Mutual (ULWM) regarding smoking in private units and common area.

##### **II. Definitions**

For the purposes of this policy:

- a. Common area means the area which is available for use by more than one person.
- b. Community Rules are defined as the Bylaws, Occupancy Restrictions, Articles of Incorporation, or any rules and regulations of ULWM.
- c. Enclosed is defined as an area closed in by a roof and contiguous walls or windows, connected floor to ceiling with appropriate opening for ingress and egress.
- d. Member is defined as any person entitled to membership in ULWM.
- e. Multi-unit residential facility means a building or portion thereof that contains more than one dwelling unit.
- f. Private residence is defined as that portion of any Cooperative which is not in common with other owners.
- g. Smoking is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, cannabis, or other combustible substance in any manner or in any form.

##### **III. Conditions**

Smoking is prohibited in the following areas:

- a. Enclosed areas of all public places, including lobbies, elevators, hallways and other areas used by members of the public.
- b. Elevators, hallways, recreation rooms, laundry rooms, stairs, and other common areas in multi-unit residential facilities.

- c. Unenclosed hallways, entryways, breezeways, stairways and other common areas accessible and useable by more than one residence.
- d. Balconies and patios in residential facilities. For the purpose of this policy, balconies and patios shall include unenclosed and screened patios and balconies as well as enclosed patios and balconies unless windows and doors are closed to prevent the escape of smoke.
- e. Carports.
- f. In an enclosed vehicle.
- g. Any common area within 20 feet from any building so long as smoke does not enter any enclosed area in which smoking is prohibited.
- h. Private residence, but residents are required to use adequate ventilation devices such as air-purifiers, etc.
- i. Smoking marijuana is only permitted inside a residence.

#### **IV. Enforcement**

ULWM is authorized to take disciplinary action against a Member found to be in violation of the Non-Smoking Policy. When a violation occurs the Board is obligated to evaluate and impose if appropriate, member-discipline as set forth in the governing documents. The Board of Directors has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action.

The Member is entirely responsible for ensuring that the rules, regulations, and policies are following by anyone they allow into the community. This includes any Co-occupant, lessee, or guest, care provider, vendor, invitee, or contractor.

Per Resolution 01-08-21, adopted February 12, 2008, the following guidelines define the responsibility for remediation costs associated with second-hand smoke infiltration:

- a. Remediation costs considered reasonable would be paid for by the Member responsible for the second-hand smoke.
- b. Remediation costs due to defects or damages to property which is ULWM responsibility would be paid for by ULWM.
- c. Remediation costs beyond those which would be construed as reasonable would be borne by complainant.

A complaint may be registered with the Compliance Department by calling 949-268-CALL or by calling the Security Department at 949-580-1400.

Second-Hand Smoke  
Resolution 01-13-141

**WHEREAS**, United Mutual has received numerous complaints from various residents concerning odors caused from residents consistently causing second-hand tobacco smoke to enter into and around their units; and

**WHEREAS**, there is emerging legal authority that, based on a heavy smoker's causation of an annoyance and/or a nuisance to neighbors by second-hand smoke and smoke infiltration into the neighbor's unit, an association may require the member responsible for the emission of the second-hand smoke to abate the annoyance and/or nuisance at the smoker's expense; and

**WHEREAS**, the costs associated with remediation measures to keep smoke infiltration from traveling from one unit to another, including sealing all reasonably accessible penetrations and other openings, will be paid for by said member causing the annoyance and/or nuisance from second-hand smoke and smoke infiltration; and

**WHEREAS**, second-hand smoke may emanate from the interior or exterior of the unit, but this Resolution speaks to the member responsible for the creation of the second-hand smoke and the abatement of the annoyance and/or nuisance;

**NOW, THEREFORE, BE IT RESOLVED**, August 13, 2013, that the Board of Directors of this Corporation hereby adopts the following rules defining responsibility for remediation costs associated with second-hand smoke infiltration:

1. Remediation costs considered reasonable would be paid for by said member;
2. Remediation costs due to defects or damages to property which is the Mutual's responsibility would be paid for by United Mutual; and
3. Remediation costs beyond those which would be construed as reasonable would be borne by complainant

**RESOLVED FURTHER**; that the abatement costs and procedures shall be reviewed on a case-by-case basis, allowing for greater, more costly mitigation measures to be allocated to smokers whose habits are ruled to be excessive, which could change the cost obligation in Item 3 herein above; and

**RESOLVED FURTHER**, should consistent dispersion from second-hand tobacco smoke constitute a nuisance for neighbors affected by smoke infiltrating their units, the offending member shall be subject

to member disciplinary action by the Board under Article 5 of the United Occupancy Agreement; and

**RESOLVED FURTHER**, that Resolution 01-08-21, adopted February 12, 2008 is hereby superseded and cancelled; and

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

Second-Hand Smoke, Sealing of Units  
Resolution 01-08-21

**WHEREAS**, United Mutual has received numerous complaints from various residents concerning odors caused from residents consistently causing second-hand tobacco smoke in and around their manors; and

**WHEREAS**, there is emerging legal authority that, based on a heavy smoker's causation of an annoyance to neighbors by second-hand smoke and smoke infiltration, an association may require the member responsible for the emission of the second-hand smoke to abate the annoyance at the smoker's expense; and

**WHEREAS**, the cost of associated with remediation measures, including sealing all reasonably accessible penetrations and other openings will be paid for by said member; and

**WHEREAS**, second-hand smoke may emanate from the interior or exterior of the manor, but this resolution speaks to the member responsible for the second-hand smoke;

**NOW THEREFORE BE IT RESOLVED**, February 12, 2008 that the Board of Directors of this Corporation hereby adopts the following rules defining responsibility for remediation costs associated with second-hand smoke infiltration:

1. Remediation costs considered reasonable would be paid for by said member;
2. Remediation costs due to defects or damages to property which is the Mutual's responsibility would be paid for by United Mutual; and
3. Remediation costs beyond those which would be construed as reasonable would be borne by complainant

**RESOLVED FURTHER;** that the abatement costs and procedures shall be reviewed on a case-by-case basis, allowing for greater, more costly mitigation measures to be allocated to smokers whose habits are ruled to be excessive; and

**RESOLVED FURTHER,** should consistent dispersion from second-hand tobacco smoke constitute a nuisance for neighbors affected by smoke infiltrating their manors, the offending member shall be subject to member disciplinary action by the Board under Article 5 of the United Occupancy Agreement; 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.

Smoking Areas  
Resolution 01-11-103

**WHEREAS,** United Laguna Hills Mutual intends to do its part to protect the public health and welfare of its residents by regulating smoking in places available to and used by members and/or other residents of the Association; and

**WHEREAS,** the City of Laguna Woods passed Ordinance 7.16 that prohibits smoking in public places which includes, but is not limited to, lobbies, hallways, and other common areas in apartment buildings, condominiums, residential cooperatives, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities; and

**WHEREAS,** any citizen who desires to, may register a complaint for violation of Ordinance 7.16 referenced above with the City Manager and/or his or her authorized designee who will determine if enforcement is warranted based on the facts of the complaint; and

**WHEREAS,** Article 5 of the United Mutual Occupancy Agreement states that members are prohibited from doing anything in their manor that would obstruct or interfere with the rights of other members or create a nuisance and residents smoking inside their manors can cause a nuisance to their neighbors; and

**WHEREAS,** legal counsel has advised that, as a cooperative, United Mutual has the right to implement a policy to prohibit smoking throughout the Association in areas that can be utilized by all or part of the membership in its buildings, including manors as long as the policy is consistent with its governing documents; and although the United Mutual Board may have the right to enact such a rule, it would need to do

so in a way that does not place an unreasonable burden on the residents, and is reasonable and effective; and

**WHEREAS**, the United Mutual Board would like to establish a policy also prohibiting smoking inside all or some of United's manors, but would have to allow for some time to phase in the restriction that does not place an unreasonable burden on the residents;

**NOW THEREFORE BE IT RESOLVED**; June 14, 2011, the Board of Directors hereby establishes a policy that offers certain portions of United owned property to be used as smoking areas to accommodate those residents who smoke; and

**RESOLVED FURTHER**, that if this restriction is enacted, the manors will be more appealing to those prospective residents who are looking for a smoke-free environment, but obviously less appealing to smokers; and

**RESOLVED FURTHER**, since United has maintenance and repair responsibilities related to the manors, such costs would likely decrease, as frequent exposure to smoke does cause cleanliness issues that are not otherwise present; 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.

#### Smoke Free Buildings

United has adopted procedures and requirements to provide a systematic, fair, and reasonable manner to designate buildings as non-smoking. Below is a list of documents that are required:

- DESIGNATING A BUILDING SMOKE FREE
- PROCEDURE FOR DESIGNATING A BUILDING AS SMOKE-FREE
- PETITION FOR DESIGNATING A BUILDING AS SMOKE-FREE
- AMENDMENT TO THE OCCUPANCY AGREEMENT FORM
- CHECKLIST FOR DESIGNATING A BUILDING AS SMOKE FREE
- LIST OF UNITED SMOKE FREE BUILDINGS

#### Vehicle, Traffic and Parking Rules

The Vehicle, Traffic, and Parking Rules are strictly enforced and applicable to all pedestrians and persons controlling or operating vehicles on any real property regulated by United Laguna Woods Mutual. This generally refers to the cul-de-sacs, parking areas, sidewalks, and grounds.

Below is an excerpt of the contents included in the [Vehicle, Traffic and Parking Rules](#):

Preface  
Definitions  
Board authority and enforcement  
Towing policy  
License and registration requirements  
Driving  
Parking  
Golf carts and golf cars  
Bicycles (non-motorized)  
Pedestrians  
Managing agent  
Reporting collisions  
Plug-in electric vehicles (PEV)  
Unplugging of electric vehicles, excluding legally  
Registered golf carts  
Common area electricity sources