



Application for Lease Permit Check List

___ Please provide a copy of the executed Lease agreement between the Member and Lessee for the current year.

This page is intentionally left blank



Lease Authorization Policy Contents

	Page
Section I	
Purpose.....	4
Section II	
Definitions	4
Section III	
Fees	6
Section IV	
Terms and Conditions	7
A. General Information.....	7
B. Charges.....	8
C. Assignment of Rents	9
D. ID Cards and Privileges.....	10
E. Occupancy.....	10
F. Move In/Move Out and Bulky Items Delivery/Pick Up.....	11
G. Alteration, Repairs and Maintenance.....	12
H. Insurance.....	12
I. Rights and Remedies	13
J. Enforcement	14
K. Exhibit A – Asbestos Disclosure Notice.....	16
L. Exhibit B – Notice of Assignment of Rents	18

www.lagunawoodsvillage.com

Neighborhoods / Sales & Leasing / Leasing Package / Third Laguna Hills

Lease Policy
Resolution 03-17-153
Adopted December 19, 2017

I. Purpose

Third Laguna Hills Mutual (TLHM) authorizes Members, as defined in the CC&Rs, to lease their Manors. Any lease by a Member automatically transfers the right to use the Community Facilities from the Member to the Lessee (Bylaws Article 3, Section 3.2 and 3.3).

The purpose of this document is to set forth the Lease Policy; this Lease Policy shall be a governing document of TLHM and shall be enforceable against all Members.

II. Definitions

- A. Agent – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of TLHM.
- B. Application – the Lease Authorization form prescribed by TLHM to apply for approval to lease a Manor (Exhibit C).
- C. Approval – written authorization to lease a Manor in the Community granted by the TLHM Board or authorized VMS staff member(s).
- D. Assessment – the monthly charge that TLHM levies against all Members and their Manors and collects monthly pursuant to its Governing Documents.
- E. Charge – fee, fine, and/or monetary penalty that TLHM and/or GRF may levy upon a Member pursuant to their Governing Documents.
- F. Community – Laguna Woods Village.
- G. Community Rules - the Articles of Incorporation and Bylaws of TLHM, the recorded Covenants, Conditions, and Restrictions (CC&R's) applicable to any Manor; and any rules and regulations adopted by TLHM and/or GRF. Any reference to the "Governing Documents" shall, for purposes of this Lease Policy, be deemed a reference to the Community Rules set forth in this definition.
- H. Co-occupant – any person who seeks to reside with a Qualifying Resident who is approved by the Board of Directors for occupancy and who shall be at least 45 years of age unless such person is the spouse or cohabitant.
- I. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.

- J. Identification (ID) Card – photo ID card issued by GRF to Members, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
- K. Lease Authorization Amendment – any change to the lease for a Manor, including any change to the number and/or identification of the individuals subject to the lease during the lease term.
- L. Lease Authorization Office - located in the Resident Services Department in the Community Center which ensures that a Lease Application comports with the Governing Documents.
- M. Lease Authorization Extension - Parties to the lease may request an extension of time at the end of the lease authorization period if the original period is shorter than 12 months.
- N. Lease Authorization Renewal – Parties to the lease authorization may request a renewal no more than 60 days prior to the end of the twelve month period.
- O. Lessee – individual who leases a Manor from a Member.
- P. Manor – a residential condominium unit in TLHM.
- Q. Member – a person who has been approved by TLHM as being entitled to membership in TLHM and has an appurtenant right of membership in GRF.
- R. Non-Resident Member – a Member who does not personally reside in the Member’s Manor.
- S. Non-Resident Member Pass – gate entry pass authorizing a non-resident Member access to the Community for the purpose of inspecting his/her property on an as needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.
- T. Owner – person or persons, partnership or corporation, and the successors and assigns of each of the foregoing, in whom title to a Manor is vested, as shown by the official records of the office of the County Recorder of Orange County, California.
- U. Qualifying Resident – person who resides in the Manor, is at least 55 years of age and has been approved by the Board of Directors for occupancy in accordance with the provisions of the CC&R’s.

- V. Resident – person who has been approved by the Board of Directors for occupancy.
- W. Rush – Application submitted fewer than ten business days before the lease effective start date.
- X. Village Management Services, Inc. (VMS) – managing agent for TLHM and GRF.

III. Fees

Following are the fees associated with this Lease Policy and which may be required by TLHM (the following fees may be changed at any time by TLHM and such change(s) shall not constitute a rule change to this Lease Policy which requires notice to the TLHM Members):

THIRD Fees	
Authorization Processing	\$170.00
Authorization Rush Fee	\$100.00
Authorization Renewal (see Section II, N)	\$110.00
Authorization Extension (see Section II. M)	\$ 70.00
Authorization Amendment	\$ 70.00

GRF Fees	
* Additional Occupant Fee (For each person in excess of two (monthly). Must be paid in advance for the term of the lease.	\$ 90.00
Non-return of:	
➤ ID Card(s)	\$125.00
➤ Decal(s)	\$125.00
➤ Pass(es)	\$ 25.00

* General charge due from all residents, whether or not a lease is in place.

IV. Terms and Conditions

A. General Information

1. Authorization to Lease (Authorization) shall be effective only when approved in writing by TLHM and issued in writing by an authorized VMS staff member(s) of TLHM; the approval of any Lease shall be limited to the term specified herein. The term may not exceed twelve (12) months subject to Article II Section M above. The copy of a pending and fully executed Lease must be provided to TLHM prior to the Lessee's move-in to the Member's Manor.
2. Renewal of the Authorization to Lease shall require the prior written approval of TLHM, provided, however, that TLHM shall not be obligated or have any duty to approve such extension or renewal regardless of a Member or Lessee's circumstances.
3. TLHM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
4. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of healthcare or assisted living is provided by TLHM. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from TLHM Governing Documents and TLHM's "Care Provider Policy."
5. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways, and carports free from clutter, trash and debris per the approved Community Rules and Regulations.
6. TLHM, GRF and VMS are not parties to the terms of a lease between the Member and Lessee, and will not be involved in resolving any disputes between the Member and Lessee; provided, however that if a Member is in violation of the Community Rules or this Lease Policy, or if a Lessee is violating the Community Rules or this Lease Policy, TLHM shall have all rights and remedies available to it under the Community Rules and this Lease Policy.
7. The Lease Authorization Office will notify the Member of the Approval/Denial status of the application within ten (10) business days of its written submittal. A rush fee of one hundred dollars (\$100.00) will be

imposed by TLHM on any Member requests for expedited services prior to the routine ten (10) business days of processing. No representation or warranty is made that TLHM will be able to complete a Rush Authorization approval request in the Members' requested time frame.

8. TLHM has adopted a Non-Smoking Policy and is authorized to take disciplinary action against a Member who is in violation of said Policy including but not limited to a Member's Lessee.
9. **The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lessee, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lessee.**

B. Charges

1. Member and Lessee acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or TLHM pursuant to this Lease Policy and the Governing Documents. See Section III of this Lease Policy.
2. The Member may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees, and cable services upgrade charges. **ALL CHARGES, FEES, FINES, AND ASSESSMENTS ARE SUBJECT TO CHANGE AND ANY SUCH CHANGES SHALL NOT BE DEEMED TO BE A CHANGE IN THIS LEASE POLICY WHICH REQUIRES NOTICE TO THE MEMBERS OF TLHM.**
3. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Authorization to Lease application whether Lessee may request such services. In any event, the Member shall be responsible for the chargeable repair services.
4. There is a fee collected by the Lease Authorization Office to review and process any new/extension/renewal applications which include but are not limited to analysis of payment and disciplinary history.
5. An authorized and/or designated VMS staff member(s) for the TLHM Board of Directors, assumes responsibility for obtaining approval and issuing Lessee ID Cards.

C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or TLHM Charges and/or Assessments, as required under the Governing Documents, Member and Lessee each acknowledge and agree that the Member hereby assigns to and confers upon TLHM, the right to collect and retain the rent payable by the Lessee and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents which may be incurred or assessed by TLHM in connection with the delinquent Assessment and/or GRF and/or TLHM Charges.
2. Member and Lessee acknowledge and agree that, concurrent with notice in writing to the Member, TLHM shall be entitled to directly receive the rent by delivering to the Lessee at the Manor a Notice of Assignment of Rents (Exhibit B). Upon receipt of such Notice, the Lessee shall directly forward all payments of rent required under the Lease to TLHM at the address set forth in the Notice until the Lessee shall receive a second notice to the effect that the Lessee may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lease Policy which requires notice to the Members of TLHM.
3. To the fullest extent permitted by law, such payments of rent paid directly to TLHM shall continue until the delinquent Assessments or Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by TLHM is in excess of the amounts owed by the Member, then TLHM shall refund the difference, less any processing fee(s), to the Member within thirty (30) business days of receipt of such rental payment.
4. Member acknowledges and agrees that the Lessee shall not be in breach of the Lease solely as a result of making rental payments directly to TLHM, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee under the Lease or otherwise based on the Lessee's direct payment of rent to TLHM following receipt of a Notice of Assignment of Rents.
5. Member and Lessee acknowledge and agree that TLHM shall not have any obligation either to the Member or the Lessee to fulfill the duties of the Member or the Lessee under their Lease, nor shall TLHM have any obligations to any other third party based on its direct receipt of the rent to cover delinquent Assessments or Charges and associated costs and expenses as set forth above. It is specifically agreed that TLHM is not and will not be assuming any of the responsibility of the Member or the Lessee to fulfill any of the terms, conditions and covenants between the

Member and the Lessee pursuant to the Lease between the Member and the Lessee, and shall not be deemed to be a landlord or party to a landlord-tenant relationship with Member or Lessee for any reason or at any time.

D. ID Cards and Privileges

1. Lessee ID Cards shall be issued for a period not longer than the duration of the Lease Authorization.
2. Lessee ID cards are not issued until all paperwork required pursuant to this Lease Policy is received and the Application has been approved in writing by TLHM.
3. Lessee ID cards will be available no sooner than seven days prior to the lease start date unless TLHM approves a Lease under the Rush standards referenced herein under Article IV, Section A(7).
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee for the duration of the Authorization to Lease and the Lease itself; and Member hereby surrenders all Resident ID Card(s) and Resident Decal(s) and the right to such privileges while the Authorization and/or Lease is in effect in accordance with the Governing Documents.
5. Lessee may use the facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time.
6. At the end of the Lease Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, guest passes, business passes, and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

E. Occupancy

1. It is highly recommended that Members obtain/perform both background and credit checks on new Lessees as well as check references provided by the Lessee to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees that violate TLHM's Governing Documents.
2. No person, including but not limited to a Lessee, may reside in a Manor without the prior written approval of the TLHM Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at (949) 597-4600 for any change in residency status.

3. An application to reside in a Manor shall be made on the form prescribed by the TLHM Board pursuant to Article II, Section 1 of the CC&Rs. The current form is attached hereto as Exhibit C. Any changes in such form shall not be deemed a change in this Lease Policy which requires notice to the Members of TLHM.
 4. Manor leases must be for a period not less than sixty (60) days.
 5. Any leases longer than twelve (12) months will require a Lease Authorization to be renewed annually.
 6. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease Authorization.
 7. Relatives and other guests may stay overnight for a total of sixty (60) days in any twelve (12) month period. Relatives and guests may not stay in a Manor during the absence of the Qualifying Resident or Co-Occupant.
 8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Manor; no more than three persons in a two bedroom Manor, no more than four persons in a three bedroom Manor. There is an additional monthly GRF fee for each person in excess of two.
 9. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
 10. No person shall reside in a Manor, other than those listed on the approved Authorization to Lease.
 11. No business or commercial venture may be conducted in the Manor.
 12. The Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, or permit any other person to occupy or use the premises or any portion thereof.
- F. Move In/Move Out and Bulky Items Delivery/Pick Up
1. When moving into the Community, Lessee(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up.
 2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be

requested by calling the Security Department (949) 580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.

3. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other TLHM property.
4. No oversized furniture, appliances, non-broken down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Community Rules.

G. Alteration, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval in advance of construction from TLHM for any structural alterations to the building or landscape changes. Applications may be obtained from the Resident Services Department. Resident Services is located at the Community Center and may be reached at (949) 597-4600.

The Member and Lessee(s) understand that the Manor shall not be altered, repaired or changed without prior written authorization of Member and TLHM. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be performed either by or under the direction of TLHM; shall be the property of Member; and shall remain upon and be surrendered with the Manor.

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

Lessee shall not be entitled to any abatement of rent payable by Lessee hereunder or to any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by TLHM. No landlord-tenant relationship is created by way of TLHM's need to enter a Manor or perform work to any common areas accessible only through a Lessee's Manor.

H. Insurance

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

I. Rights and Remedies

1. As a material part of the consideration to be rendered to Member under an Authorization to Lease, Lessee hereby waives, to the maximum extent authorized by law, all claims against Member and TLHM for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee shall, to the fullest extent permissible by law, hold Member, TLHM, GRF, and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Manor by Lessee arising from the failure of Lessee to keep the Manor in good condition as provided herein or failure to perform or observe any of Lessee's obligations under this Authorization. TLHM, GRF, and VMS shall not be liable to Lessee for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Without limiting the foregoing, the Member shall at all times be responsible for the acts or omissions of his or her Lessee and shall be liable for any damages or financial expenses incurred by TLHM as a result of the Lessee's use of the Manor or any other portions of the building in which the Manor is located and/or common areas.
3. The Member and Lessee shall be liable for all damages to the Manor, to the building in which the Manor is located and to the Common Areas of the Community, as well as all damage to other occupants thereof caused by the Member's and/or Lessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee also shall be liable for all damage or injury done to the Manor, to the building in which the Manor is located, or to the Common Areas by any person who may be in or upon the building, the Manor or the Common Areas with the authorization of the Member and/or Lessee. Without limiting the foregoing, the Member shall be primarily liable for all damages, as described in this paragraph, stemming from the acts or omissions of the Lessee.
4. In the event of any total or partial destruction of the Manor during the term of this Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating this Authorization.
5. In the event that the real property upon which the Manor is located or any part thereof shall be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings,

the Member is solely responsible, to the extent permitted by law, for terminating this Authorization.

6. In the event of any breach of this Authorization by the Member and/or Lessee, TLHM shall have the same rights and remedies to enforce this Authorization as are available to Member hereunder, which may be exercised by TLHM without regard to any exercise thereof by Member,. Additionally, TLHM shall have the same rights to dispossess the Lessee or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Authorization or the Lessee's failure to vacate following expiration of the Authorization term. TLHM shall also have the right to bring an unlawful detainer action against the Member and/or Lessee after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease Policy shall be deemed to create a landlord-tenant relationship between TLHM and the Member or Lessee.
7. Any notice to Member, Lessee or TLHM shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lessee: at the Manor; and to TLHM: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no mail delivery to the street address.
8. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
9. If any legal action or proceeding is commenced by either party or TLHM to enforce any part of this policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

J. Enforcement

TLHM is authorized to take disciplinary action against a Member whose property may be found in violation of the Lease Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member-discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lessee are entirely responsible for ensuring that the Community Rules and policies are complied with by anyone they allow into the Community. This includes, without limitation, any co-occupant, lessee, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee, his or her Co-Occupants as applicable, and their guests and invitees.

1. The Member and Lessee must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to TLHM and/or GRF under the Governing Documents.
3. The Member and/or Lessee is/are responsible for any visitor or guest who violates any Community Rules, and for any Charges or Assessments incurred.
4. Lessee shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lessee, guest or invitee for use of facilities or for services rendered by the TLHM and/or GRF. Notwithstanding the foregoing, whether or not Lessee complies with the foregoing, a Member shall be solely responsible to TLHM for any and all costs incurred by TLHM resulting from a Member's Lease including but not limited to costs incurred solely due to the acts or omissions of a Lessee, their Co-Occupants as applicable, their guests and invitees.

Exhibit A
Disclosure Notice



TO: EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM: VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT: DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

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

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Manor, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

Village Management Services, Inc., as Employer, and as Agent, for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9:00a.m. and 5:00 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, Village Greens, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse - all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

Exhibit A Disclosure Notice
Continued

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

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

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

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

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

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

Exhibit B Notice of Assignment of Rents



RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS

Dear _____:

Pursuant to Section IV (c) of the Lease Policy which you executed on _____ as the Lessee(s), with _____ as the Lessor, for the premises located in Third Laguna Hills Mutual (TLHM), Dwelling Manor Number _____, you are hereby notified that your monthly rental payment should be made directly to Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation, to cover the delinquent assessment payment which your Lessor owes to the Corporation.

PAYMENT TO TLHM DOES NOT CONSTITUTE A BREACH OF YOUR LEASE AGREEMENT. Failure to remit the rental fee directly to TLHM may result in TLHM's member disciplinary process and/or loss of privileges.

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

Third Laguna Hills Mutual
Attn: Manor Payment Representative
PO Box 2220
Laguna Hills, CA 92654-2220

Please make your checks payable to Third Laguna Hills Mutual.

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

Sincerely,

Bryan English
Accounting Supervisor
Financial Services Division

cc: Lessor
Leasing Department



Exhibit C

Lease Authorization Procedure and Application

Members applying for Approval to lease their Manor and each of their prospective Lessees must fill out the Application on the following pages in order to obtain the necessary Approval from TLHM for such Lease. The steps and required information/documentation that must be provided along with the Application are described below.

- A. The Member must complete and submit the written Application for Authorization to Lease for Board review. The Application is available for download at 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. Check for processing fee made payable to GRF
 - 2. Member's Resident ID card
 - 3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Lessee
 - 4. Copy of pending and executed lease agreement
 - 5. Declaration Regarding Criminal Record
 - 6. Emergency Contact Information for each Lessee
 - 7. Declaration of Understanding
- C. For Lease Renewals and Extensions the following documentation are required:
 - 1. Lease Authorization Application
 - 2. Check for processing fee made payable to GRF
 - 3. Copy of pending and executed lease agreement
 - 4. Emergency Contact Information for each Lessee
 - 5. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Lessee
 - 6. Declaration Regarding Criminal Record
 - 7. Declaration of Understanding
- D. For Lease Amendments the following documents are required:
 - 1. Lease Amendment Form
 - 2. Check for processing fee made payable to GRF
 - 3. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each new Lessee
 - 4. Copy of Amended Lease Agreement
 - 5. Declaration Regarding Criminal Record
 - 6. Emergency Contact Information for each Lessee
 - 7. Declaration of Understanding
- E. The Board or authorized VMS staff member(s) will review the Application for Lease Authorization and approve or deny the request in writing.

- F. Upon receipt of an Application for Lease Authorization, extension or renewal, the Lease Authorization Office will research whether the Member and/or Lessee has received notices of rules violations or is subject to any outstanding Charges and Assessments before approval of the application.
- G. The Lease Authorization Office will notify the Member of the results within ten (10) business days subject to the terms and conditions that exist with Rush applications, unless it notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.
- H. The Lease Authorization Office hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number 949-597-4323.
- I. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

Exhibit C Lease Authorization Application

Unit No: _____

Return completed application to: Lease Authorization Office located in Resident Services Department, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, E-mail: communityservices@vmsinc.org

Manor Information	
Manor Address:	
Carport #:	Space #:
Lease Term Date From:	To:
Member #1 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
Member #2 Information	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
Agent or Agency	
First Name:	Last Name:
Telephone:	Cell Phone:
E-mail:	
Mailing Address:	
Reason For Leasing	

This page is intentionally left blank

Information for Lessee #1		Lessee #1 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
E-mail:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move in Date:		
Prior Addresses (Include information for the past 5 years/Use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Next Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Has proposed Lessee #1 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #1 been convicted of a misdemeanor involving moral turpitude in the last 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for Lessee #2		Lessee #2 ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
E-mail:		
Occupation:		
Current Monthly Income:	Source of Income:	
Move in Date:		
Prior Addresses (Include information for the past 5 years/Use additional paper if required)		
Present Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Next Previous Home Address:		
Length of Time/From:	To:	
Reason for Leaving:		
Has proposed Lessee #2 been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lessee #2 been convicted of a misdemeanor involving moral turpitude in the last 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No

This page is intentionally left blank

Lease Authorization Agreement

The undersigned acknowledges receipt of the Lease Policy and acknowledges that it does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual (TLHM), the Golden Rain Foundation of Laguna Woods (GRF), and Village Management Services, Inc. (VMS), and each of their respective directors, officers, employees, and agents.

Acknowledgment	Initial(s)			
	Member #1	Member #2	Lessee #1	Lessee #2
I have read and received a copy of the Lease Policy and agree to comply.				
I agree to comply with the rules established by this Community.				
TLHM, GRF and VMS are not parties to the terms of the lease between the Member and Lessee.				
I agree that TLHM has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.				
I understand that falsification of any information related to this application renders this application null and void.				

Does Lessee(s) have authorization to request repairs on behalf of the Member or work for which there is a charge? Yes No

Member #1 Name (Print):	Member Signature:	Date:
Member #2 Name (Print):	Member Signature:	Date:
Lessee #1 Name (Print):	Lessee Signature:	Date:
Lessee #2 Name (Print):	Lessee Signature:	Date:

ACTION BY MUTUAL BOARD OF DIRECTORS

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

Date _____

By _____
Authorized Agent

This page is intentionally left blank

CONTACT INFORMATION FORM & EMERGENCY NOTIFICATION RECORD

Please return completed form to Laguna Woods Village Community Center, Security Division,
PO Box 2220, Laguna Woods, CA 92654-2220

ONE INDIVIDUAL PER FORM - PLEASE PRINT ALL INFORMATION

Date: _____

Manor # _____ Home Phone # _____ Cell Phone # _____

Resident I.D. # _____ Resident Name (1 only): _____

Email Address: _____

Manor is: Owner Occupied Leased

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

Emergency Contact(s)

Name: _____ Relationship: _____

Address: _____ / _____ / _____ / _____
Street Address City State Zip Code

Phone Numbers: _____ / _____ / _____
Home Phone Work Phone Cell Phone

Email: _____

Name: _____ Relationship: _____

Address: _____ / _____ / _____ / _____
Street Address City State Zip Code

Phone Numbers: _____ / _____ / _____
Home Phone Work Phone Cell Phone

Email: _____

Attorney or Trustee Name: (circle one or both) _____ Phone # _____

Pet Care Contact Name: _____ Phone # _____

Special Circumstances (OPTIONAL): Please check the conditions that apply to you:

- | | |
|--|--|
| <input type="checkbox"/> TDD: Telephone Device for the Deaf | <input type="checkbox"/> VISION IMPAIRED |
| <input type="checkbox"/> EMERGENCY RESPONSE DEVICE | <input type="checkbox"/> HEARING IMPAIRED |
| <input type="checkbox"/> DEMENTIA or Memory problems | <input type="checkbox"/> NON-AMBULATORY |
| <input type="checkbox"/> LIFE-SUPPORT SYSTEM including oxygen or dialysis equipment that requires electricity | |

This page is intentionally left blank

CONTACT INFORMATION FORM & EMERGENCY NOTIFICATION RECORD

Please return completed form to Laguna Woods Village Community Center, Security Division,
PO Box 2220, Laguna Woods, CA 92654-2220

ONE INDIVIDUAL PER FORM - PLEASE PRINT ALL INFORMATION

Date: _____

Manor # _____ Home Phone # _____ Cell Phone # _____

Resident I.D. # _____ Resident Name (1 only): _____

Email Address: _____

Manor is: Owner Occupied Leased

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

Emergency Contact(s)

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	Street Address City State Zip Code
Phone Numbers: _____ / _____ / _____	Home Phone Work Phone Cell Phone
Email: _____	

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	Street Address City State Zip Code
Phone Numbers: _____ / _____ / _____	Home Phone Work Phone Cell Phone
Email: _____	

Attorney or Trustee Name: (circle one or both) _____ Phone # _____

Pet Care Contact Name: _____ Phone # _____

Special Circumstances (OPTIONAL): Please check the conditions that apply to you:

<input type="checkbox"/> TDD: Telephone Device for the Deaf	<input type="checkbox"/> VISION IMPAIRED
<input type="checkbox"/> EMERGENCY RESPONSE DEVICE	<input type="checkbox"/> HEARING IMPAIRED
<input type="checkbox"/> DEMENTIA or Memory problems	<input type="checkbox"/> NON-AMBULATORY
<input type="checkbox"/> LIFE-SUPPORT SYSTEM including oxygen or dialysis equipment that requires electricity	

This page is intentionally left blank



DECLARATION REGARDING CRIMINAL RECORD

Each non-member occupant is required to sign a separate "Declaration Regarding Criminal Record".

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last twenty years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on _____ at _____.
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization Application null and void.

Lessee Signature

Lessee Name Printed

This page is intentionally left blank



DECLARATION REGARDING CRIMINAL RECORD

Each non-member occupant is required to sign a separate “Declaration Regarding Criminal Record”.

The following representations are made pursuant to Article II, Section 2 (c) of the Covenants, Conditions and Restrictions (CC&Rs) of Third Laguna Hills Mutual.

TO: Third Laguna Hills Mutual

The undersigned hereby states:

- 1. I have not been convicted of a felony within the last 20 years, and/or**
- 2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.**

Executed on _____ at _____.
Date City/State

I understand that falsification or misrepresentation of any information contained herein shall automatically render the Lease Authorization Application null and void.

Lessee Signature

Lessee Name Printed

This page is intentionally left blank



Declaration of Understanding

I have read and understand the Third Laguna Hills Mutual Lease Authorization Policy and agree to comply with its Terms and Conditions. The information provided on the Lease Authorization Application dated _____ is true and correct.

Member #1 Print Name Date

Member #1 Signature

Member #2 Print Name Date

Member #2 Signature

Lessee #1 Print Name Date

Lessee #1 Signature

Lessee #2 Print Name Date

Lessee #2 Signature