

*The Towers*

Laguna Woods, California 92637

**LEASING INFORMATION FOR LESSORS –TOWERS**

Revised as of January 2019

The Mutual Fifty by-laws permit Members to lease their units to a third party, with the right to use the community facilities transferred from the landlord to the tenant (by-laws: Art III, Sec 2). There are restrictions for occupancy and the role of the Golden Rain Foundation (“GRF”) leasing assistant is to insure that there is compliance with the governing rules prior to the issuance of a lease-occupancy permit by a Mutual Fifty Corporate officer. A “unit” is defined as a residential unit in one of the housing mutual corporations. Unit leases may not be shorter than two months.

**OWNER IDENTIFICATION CARDS**

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

**APPROVAL**

Lease Permit Applications to lease Premises are to be submitted to Towers Administrative Office for approval. Prior to approval, **the prospective resident is to attend an orientation prior to the issuance of a permit.** Please contact the Towers Administrative Office at (949) 434-5610 for orientation hours and to obtain additional information about move-in procedures.

Please allow seven (7) business days from date of submitting of completed, executed documents for obtaining approval. The Owner is responsible for providing a copy of the approved Permit and the unit keys to the Lessee.

Please provide the Towers Administrative Office with the following information necessary to obtain approval:

1. Fully completed documents in the attached packet
2. Check for \$150.00 made payable to **Laguna Woods Mutual No. 50**
3. Owner’s Resident ID card
4. Proof of age/identity (copy of driver's license or passport) for each Lessee

Lessee ID cards will be available no sooner than 7 days prior to the lease start date. A Waiver of Liability form must be executed by Lessor and Lessee if the Lessee requires access to the community prior to the lease start date.

**LEASE PERMIT FEES**

Lease Permit Processing Fee (Mutual Fifty)	\$150.00
Lease Permit Extension	\$100.00
Lessee ID Card Fee	\$ 25.00

Towers Move-In Fee	\$150.00
Towers Move-Out Fee	\$150.00
(Total amount due in advance)	

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

**OWNER RESPONSIBILITY**

Payment for chargeable repair services is the responsibility of the Lessor who must indicate on Authorization for Maintenance Services Work form enclosed whether Lessee may request such services. Neither the Mutual, GRF nor PCM are parties to the terms of the lease, and will not be involved in resolving disputes between Lessor and Lessee. All commissions payable to a Realtor and notification to the Realtor upon renewal or extension of a lease are solely the Owner's obligation. At the end of the lease period, the Owner is obligated to return all gate entry passes including automobile decals, guest passes, and care provider passes or will be assessed a fee.

**Laguna Woods Village Leasing Office**  
**MONDAY THROUGH FRIDAY**  
**8:00 A.M TO 5:00 P.M.**  
**Telephone: (949) 597-4600**

**Towers Administrative Office**  
**MONDAY THROUGH FRIDAY**  
**9:00 A.M TO 4:00 P.M.**  
**Telephone: (949) 434-5610**

**APPLICATION FOR PERMIT TO LEASE PREMISES**

- United Mutual - Co-operative**
- Third Mutual - Condominium**
- Mutual Fifty - Towers**

Unit Address	
Lessee ID No.	Lessee ID No.
Lessee ID No.	
LESSOR'S MAILING ADDRESS	

**PARTIES**

The parties to the Permit are: \_\_\_\_\_ (hereinafter referred to as "Lessor"), \_\_\_\_\_ (hereinafter referred to as "Lessee"), and Laguna Woods Mutual No. Fifty (a California nonprofit mutual benefit corporation.)

**TERMS AND CONDITIONS**

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

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

NAME (PRINT)	DATE OF BIRTH	SOC. SEC. NO.	PHONE NUMBER

6. Attached hereto and made a part hereof for your information a Memorandum regarding United Laguna Woods Mutual manors, Third Laguna Hills Mutual manors and Towers units constructed with asbestos-containing materials.

7a. Lessor and Lessee acknowledge that the Lessor is obligated to pay certain amounts assessed by the Mutual (hereinafter referred to as the Carrying Charges) pursuant to the governing documents and rules of the Mutual, which Carrying Charges include the benefits of membership in Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation (hereinafter referred to as "GRF".) The Lessor and/or Lessee may incur additional optional charges and fees in connection with facilities and services provided by GRF (hereinafter called "GRF Charges".) ALL FEES ARE SUBJECT TO CHANGE BY ACTION OF THE BOARD OF DIRECTORS OF GRF.

7b. If Lessor is delinquent in payment of either the Carrying Charges or the GRF Charges, Lessor and Lessee each acknowledge and agree that the Lessor hereby assigns to and confers upon the Mutual, the right, but not the obligation, to collect and retain the rent payable by the Lessee hereunder, and to apply the same to any delinquent Carrying Charges and GRF Charges, as well as any late fees, attorneys' fees, or other costs and expenses which may be incurred or assessed by the Mutual in connection with the delinquent Carrying Charges or GRF Charges.

**APPLICATION FOR PERMIT TO LEASE PREMISES**

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7c. Lessor and Lessee further acknowledge and agree that the Mutual shall be entitled to directly receive the rent by delivering to the Lessee at the Unit a notice in the form attached hereto as "Exhibit "A". Upon receipt of such notice, the Lessee shall directly forward all payments of rent required under the Lease to the Mutual 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 Lessor.

7d. Such payments of rent paid directly to the Mutual shall continue until the delinquent Monthly Assessments or GRF Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Lessor are paid in full. In the event that the payment of rent received by the Mutual is in excess of the amounts owed by the Lessor, then the Mutual shall refund the difference to the Lessor within thirty (30) business days of receipt of such rental payment.

7e. Lessor acknowledges and agrees that the Lessee shall not be in breach of the Lease solely as a result of making rental payments directly to the Mutual, and further that the Lessor 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 the Mutual following receipt of a notice therefrom.

7f. Both Lessor and Lessee acknowledge and agree that the Mutual shall not have any obligation either to the Lessor or the Lessee to fulfill the duties of the Lessor or the Lessee under their Lease, nor shall the Mutual have any obligations to any other third party based on its direct receipt of the rent hereunder to cover delinquent Monthly Assessments or GRF Charges, and associated costs and expenses as set forth above. It is specifically agreed that the Mutual is not nor will be assuming any of the responsibility of the Lessor or the Lessee to fulfill any of the terms, conditions and covenants between the Lessor or the Lessee.

8. Lessee ID Cards shall be issued for a period no longer than the duration of the lease or a 12 month period, whichever is shorter; and may be renewed upon extension or renewal of the Permit. At the expiration of the lease term, Lessor shall return Lessee ID Cards, guest passes, and vehicle decals to the Leasing Assistant or a charge will be billed to the Mutual Member.

9. Lessor acknowledges and agrees that the privileges of membership in GRF are granted to Lessee for the duration of the Permit; and Lessor hereby surrenders his Resident ID Card and the right to such privileges while the Permit is in effect.

**10. LESSOR AND LESSEE AGREE THAT GOLDEN RAIN FOUNDATION ("GRF"), PROFESSIONAL COMMUNITY MANAGEMENT ("PCM"), MANAGING AGENT FOR THE CORPORATIONS, AND LAGUNA WOODS MUTUAL NO. FIFTY ARE NOT, JOINTLY OR SEVERALLY, PARTIES TO THE PROPOSED LEASE; AND THAT ALL LEASE TERMS PERTAINING TO RENT AMOUNTS, PAYMENT OF RENTS (OTHER THAN THE ASSIGNMENT OF RENTS AS NOTED ABOVE), FEES, REPAIR COSTS AND COMMISSIONS, OR ANY OTHER LEASE STIPULATIONS ARE A MATTER OF CONCERN FOR THE LESSOR AND LESSEE, AND NEITHER LAGUNA WOODS MUTUAL FIFTY, GRF NOR PCM SHALL BE RESPONSIBLE FOR ANY TERMS THEREIN.**

Lessee Name (PRINT)	Lessor Name (PRINT)
Lessee Signature	Lessor Signature
Lessee Email	Lessor Email
Lessee Name (PRINT)	Lessor Name (PRINT)
Lessee Signature	Lessor Signature
Lessee Email	Lessor Email
Date	Date

<b>CORPORATION APPROVAL OF APPLICATION - PERMIT TO LEASE PREMISES</b>	
The undersigned, a California nonprofit mutual benefit corporation, hereby issues this Permit to Lease the Premises. FOR LAGUNA WOODS MUTUAL NO. FIFTY	
Date _____	By _____ Title: Towers Director

<b>AGENT, AGENCY, OWNER EXECUTING PERMIT APPLICATION</b>	<b>NAME &amp; EMAIL</b>	<b>TELEPHONE NO.</b>

<b>LESSOR AUTHORIZATION FOR MAINTENANCE SERVICES WORK</b>	<b>UNIT NO.</b>
	<b>LEASE PERMIT START DATE</b>

Dear Mutual Lessor:

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

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

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

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

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

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**LESSOR/LESSEE ACKNOWLEDGMENT**

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

Lessee Name	Lessor Name
	Telephone No.
Lessee Signature	Lessor Signature
Lessee Name	Lessor Name
	Telephone No.
Lessee Signature	Lessor Signature
Date	Date

**REQUEST FOR PERMIT  
TO LEASE CONDOMINIUM**

- Third LHM
- LHM50-TOWERS

<b>Unit No.</b>
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The undersigned Member(s) hereby request approval of the Board of Directors to lease the unit identified above.

Member(s) herein agree that the lease shall require Lessee to abide by the terms of the provisions of the Bylaws of the Corporation, the Declaration of Covenants, Conditions and Restrictions, as described in Article II of the Bylaws, and all rules duly adopted by the Board of Directors of the Corporation (collectively, the "Governing instruments).

Assuming that the Corporation approves this Application for Permit to Lease (Permit) hereby gives to the above Mutual Corporation an irrevocable power to dispossess or otherwise act for the Lessor in case of default under the Permit. The liability of the Member(s) for his obligations to the Mutual Corporation and to the Golden Rain Foundation of Laguna Woods, a California non-profit corporation, shall continue notwithstanding the fact that he may have leased the unit with the approval of the Corporation. The Member(s) shall also continue to be liable for all obligations under the Governing instruments.

Member's reason for requesting Corporation's consent to lease is as follows:

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

**WAIVER AND CONSENT AGREEMENT - CONDOMINIUM RENTAL**

The undersigned, owner of the unit named above, a condominium in LAGUNA WOODS MUTUAL NO. FIFTY, a California non-profit mutual benefit corporation, and Golden Rain Foundation of Laguna Woods, a California non-profit mutual benefit corporation, hereby waives all right to use and occupy the above-described condominium; and all right to use and enjoy the facilities and services furnished by the Foundation.

Subject to the terms and provisions of the Bylaws of the Corporation and Foundation, the Declaration of Covenants, Conditions and Restrictions (CC&R's) described in Article II of the Bylaws of the Corporation, all of which obligations are hereby assumed by Lessee, Lessor hereby consents to use and occupancy of said condominium by Lessee. Nothing contained herein shall relieve Lessor from the performance of any obligation as the Lessor of said condominium or as a Member of the Corporation or the Foundation during the term of this Agreement.

Assuming that the Corporation has approved the use and occupancy of said condominium by Lessee, this Agreement shall become effective upon the commencement of said Lessee's lease, and shall terminate at such time as Lessee ceases to use and occupy said condominium.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSOR SIGNATURE

**FOR COMMUNITY SERVICES OFFICE USE ONLY**

Lessor ID Card(s) surrendered and on file in Leasing Office by \_\_\_\_\_ Date \_\_\_\_\_

**LESSEE STATISTICAL INFORMATION SHEET**  
**COMMUNITY SERVICES DEPARTMENT**

Unit #:
Lease Term
From:
To:

PLEASE ATTACH A COPY OF DRIVER'S LICENSE, PASSPORT OR OTHER OFFICIAL IDENTIFICATION FOR EACH LESSEE.

	LESSEE FIRST NAME	LAST NAME	BIRTHDATE	TELEPHONE	RESIDENT ID#
1.					
2.					
3.					
4.					

	PRIOR ADDRESS	CITY	STATE	ZIP	TELEPHONE
1.					
2.					
3.					
4.					

# EMERGENCY NOTIFICATION RECORD

Please complete and return this form to the The Towers Administration Office, or mail to:  
24055 Paseo del Lago West, Laguna Woods, CA 92637

**ONE INDIVIDUAL PER FORM**

**PLEASE PRINT ALL INFORMATION**

Manor # \_\_\_\_\_ Telephone # \_\_\_\_\_ RESIDENT I.D. # \_\_\_\_\_

Resident Name (1 only) \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: This information may be given to hospital personnel upon request.**

Doctor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

Emergency Contact(s)

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

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

**Attorney** or Trustee Name \_\_\_\_\_ Phone # \_\_\_\_\_

**Pet Care** Information, Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

**Special Circumstances (OPTIONAL)** You may decide to voluntarily provide this information.  
If so, please check the conditions that apply to you.

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



**DECLARATION RE: CRIMINAL RECORD**

CONDOMINIUM

Unit No. \_\_\_\_\_

TO: LAGUNA WOODS MUTUAL FIFTY

The undersigned hereby states:

1. The following representations are made pursuant to Article XIV of the Laguna Woods Mutual No. Fifty Covenants, Conditions, and Restrictions.
2. I have never been convicted of a felony.
3. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.

Executed on \_\_\_\_\_ at \_\_\_\_\_.  
Date City/State

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

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

**EXHIBIT A**

**RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS**

Dear

Pursuant to Paragraph 7 of the Application for Permit to lease Premises (or Application for Permit Lease Extension) which you executed on \_\_\_\_\_ as the Lessee, with \_\_\_\_\_ as the Lessor, for the premises located in Laguna Woods Mutual No. Fifty, dwelling unit number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which your Lessor owes to the Corporation.

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

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

Attn: Unit Payment Representative

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

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

Sincerely,

Bryan English  
Accounting Supervisor  
Financial Services Division

cc: Lessor  
Leasing Department

Sent by Certified Mail

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



*Towers*

Laguna Woods, California 92637

**LAGUNA WOODS MUTUAL FIFTY**

Unit No.

The following letter outlining rules and regulations of the Corporation shall be given to escrow and leasing offices for the information of new residents and lessees; and

A COPY OF SUCH RULES AND REGULATIONS MUST BE SIGNED BY THE LESSEE AND/OR BUYER, AND ATTACHED TO THE LEASE/RESALE PACKAGE, AS EVIDENCE THAT SAID LESSEE/BUYER HAS READ SUCH RULES:

**THE PURPOSE OF THIS DOCUMENT IS TO INFORM ALL FUTURE RESIDENTS OF LAGUNA WOODS MUTUAL FIFTY, ALSO KNOWN AS THE TOWERS, OF SOME OF THE RULES AND REGULATIONS AND SOME ADDITIONAL POLICY INFORMATION THAT THE RESIDENT MAY NOT BE AWARE UNTIL AFTER MOVE-IN.**

**MUTUAL FIFTY RULES & REGULATIONS  
Resolution 50-17-22**

1. When a home is purchased in the Towers and the buyer is approved for Membership, he/she becomes a member of Laguna Woods Mutual Fifty, a California non-profit mutual benefit corporation and a resident member in the Golden Rain Foundation of Laguna Woods, also a California non-profit mutual benefit corporation.
2. Laguna Woods Mutual No. Fifty is jointly owned in undivided interest by the 311 owners of the respective units comprising the Towers, which is managed as a condominium project under the direction of its elected resident Board of Directors. The Corporation has retained a managing agent for the purpose of executing its policies and Business Plan.
3. The Golden Rain Foundation holds in trust for all Laguna Woods Village residents all common properties such as golf courses, clubhouses, buses, swimming pools, etc. It is also managed under the direction of its elected resident Board of Directors. Mutual Fifty Directors are elected by the 311 members and Directors of GRF are elected by the Corporate members, United Laguna Woods Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty Boards of directors.
4. The residents of the Towers are provided reception desk services; housekeeping services; common area maintenance service; dining services; room and educational and recreational activities. Services beyond what the Board determines to be basic services may be provided as a chargeable service, at an additional cost to the resident

5. The Towers is not an assisted care facility. The residents must be capable of self-care or financially able to provide for health care attendants.
6. Personalized Motorized Vehicles are permitted within the Towers common area when prescribed by a doctor.
7. Residents are required to dress in acceptable clothing, appropriate to the location and occasion when in the common areas and to conduct themselves in an acceptable manner. There is a dress code in the dining rooms.
8. The monthly assessment for each unit does not include: property taxes for the unit, telephone, internet and premium cable services, personal property insurance, and maintenance of the living space of the unit.
9. Each unit is provided with housekeeping services- bathrooms every week, and the rest of the rooms in the unit every other week.
10. The monthly assessments includes the cost of a daily meal. Additional fees may be charged if the resident purchases more meals than a daily meal.
11. Gratuity to staff is prohibited at The Towers.
12. There have been occasions when residents have been sufficiently rude to staff, sometimes causing staff members to resign from his/her position. To avoid this, when such incidents of rudeness to staff occurs the Board of Directors may discipline the resident, including fining the resident up to five hundred dollars (\$500.00) depending the severity of the incident.
13. Residents are allowed up to two pets in their unit. Residents who wish to keep a pet in their unit must make application to the Mutual and obtain approval before the pet may reside. Applications are available in The Towers Administration office. This does not apply to personal assistance animals.
14. When Residents plan to move into the Towers or move out of the Towers, they **MUST** schedule the move with the Reception Desk at (949) 597-4278.
15. All construction and remodeling planned within a unit **MUST** be scheduled through the Maintenance shop (949) 434-5614.

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DATE

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ADDRESS

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PRINT NAME

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PRINT NAME

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SIGNATURE

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SIGNATURE

# LAGUNA WOODS MUTUAL NO. FIFTY

## PERMIT TO LEASE A UNIT GENERAL CONDITIONS

### 1. OWNER RESPONSIBILITY

Professional Community Management (“PCM”), agent for the Laguna Woods Mutual No. Fifty Board of Directors assumes responsibility for obtaining Mutual Board approval and issuing Lessee ID Cards. Payment for chargeable repair services is the responsibility of the Lessor who must indicate on Authorization for Maintenance Services Work form enclosed whether Lessee may request such services. **Neither the Mutual, GRF nor PCM are parties to the terms of the lease between Lessor and Lessee, and will not be involved in resolving disputes between Lessor and Lessee.** All commissions payable to a Realtor, and notification to the Realtor upon renewal or extension of a lease are solely the Owner’s obligation. At the end of the lease period, the Owner is obligated to return all gate entry passes including ID cards, automobile decals, guest passes, business passes, and care provider passes or will be assessed a fee.

### 2. MUTUAL APPROVAL

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

### 3. LAGUNA WOODS MUTUL NO. FIFTY AND GOLDEN RAIN FOUNDATION RULES

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

- Articles of Incorporation and By-Laws
- Declaration of Covenants, Conditions and Restrictions

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

### 3. LESSORS' CONTINUED RESPONSIBILITY; LESSEE'S RESPONSIBILITY

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

### 4. USE OF UNIT; OCCUPANCY

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

"Qualified Resident" - the unit shall be occupied by a person who is 55 years of age or older. "Co-occupant(s)" - All other persons residing in the unit shall be at least 45 years of age unless such person is the spouse, cohabitant or a primary provider of economic or physical support to the Qualified Resident."

"Any primary provider of economic or physical support" - requires approval by the Mutual, after the application and submittal of required certification of need for such provider by the Lessee. A physician's certification must be submitted on a form acceptable to the Mutual. Care Providers are not considered occupants, and do not enjoy the privileges of use of community facilities.

## **5. GRF SERVICES**

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

## **6. MUTUAL, GRF FEES**

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

## **7. ASSIGNMENT AND SUBLETTING PROHIBITED**

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

## **8. ALTERATIONS, REPAIRS AND MAINTENANCE**

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

## **9. RIGHT OF ENTRY**

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

## **10. LIABILITY FOR DAMAGES**

As a material part of the consideration to be rendered to Lessor under this Permit, Lessee hereby waives, to the maximum extent permitted by law, all claims against Lessor and Mutual for damages to personal property in, upon or about said unit and for injuries to persons in, upon or about said premises from any cause arising at any time.

## **LIABILITY FOR DAMAGES (CONTINUED)**

Lessee shall hold Lessor, the Mutual, GRF, and PCM harmless from any liability on account of any damage or injury to person or personal property arising from the use of the unit by Lessee arising from the failure of Lessee to keep the unit in good condition as provided herein or failure to perform or observe any of Lessee's obligations under this Permit. Neither Lessor, the Mutual, GRF, nor PCM shall be liable to Lessee for any damage caused by any act or negligence of any other occupant of the same building or by any owner or occupant of adjoining or contiguous property. Lessee shall pay for all damages to the unit and to the building in which the unit is located, as well as all damage to other occupants thereof caused by Lessee's misuse or neglect of the premises, equipment, apparatus or appurtenances. All damage or injury done to the unit or to the building in which the unit is located by Lessee or by any person who may be in or upon the building or the unit with the consent of Lessee shall be paid for by Lessee.

### **11. DESTRUCTION OF PREMISES**

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

### **12. EMINENT DOMAIN**

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

### **13. MUTUAL'S RIGHTS AND REMEDIES**

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

### **14. TIME IS ESSENCE; WAIVER**

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

**15. SUBORDINATION**

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

**16. NOTICES**

Any notice to Lessor, Lessee or Mutual shall be given by personal service or by registered or certified mail addressed to: Lessor at the address indicated on the Application form; to Lessee: at the Unit; and to Mutual: at 24055 Paseo Del Lago West, Laguna Woods, CA. 92637.

**17. PARTIES BOUND**

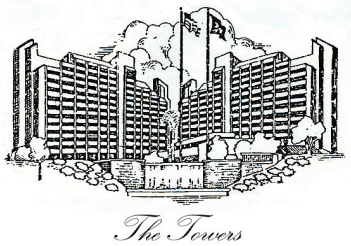
The terms and provisions contained herein, subject to the provisions governing assignment, shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.

**18. ATTORNEY'S FEES**

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

Lessee Name	Lessor Name
	Telephone No.
Lessee Signature	Lessor Signature
Lessee Name	Lessor Name
	Telephone No.
Lessee Signature	Lessor Signature
Date	Date





## **Acknowledgement For New Owners and Residents**

### **Overview**

The Towers was designed originally and marketed as a residential project for active senior citizens and retirees:

**The Towers is not an “Assisted Care” or “Assisted Living Facility.” Accordingly, and in view of certain conditions at The Towers as disclosed below, all prospective purchasers, residents, and/or lessees of units at The Towers must execute this acknowledgement prior to or contemporaneously with the close of escrow, or prior to moving into The Towers.**

No provisions were made for extended care of residents (ambulatory or otherwise) since the facility was developed and marketed for ownership by self-sufficient, active, individuals seeking an environment that combines security with refined elegance. There is **no** provision for ongoing medical care on-site.

The Towers was constructed during the period from early 1973 through early 1974. At this time the 1970 Uniform Building Code, with supplements, was the governing code for construction in the County of Orange. Since 1974, the requirements for housing accessibility have broadened incrementally, each time becoming more responsive to the needs of the disabled population. As a result, buildings constructed more recently contain different design features to make them more convenient for those with physical disabilities.

In 1987, the Mutual No. Fifty Board of Directors hired safety engineering firm, McHale/Woods Associates, Inc. to provide a pedestrian circulation study of The Towers. The scope and purpose of the report was to study architectural and operational factors inherent in the design of The Towers, which affect the use of the facility by partially and non-ambulatory residents and their guests.

**Because that study concludes that certain hazards are present, particularly for non-ambulatory persons living above the first floor, the members of the Board of Directors feel that the findings of the safety engineering firm should be disclosed to all prospective purchasers and residents.**

**“Additionally, because existing hazards affect the day-to-day living conditions at the Towers, it is critical that each prospective purchaser, resident, and/or lessee execute this acknowledgement to evidence his/her awareness of the current conditions existing at The Towers.”**

**Accessibility**

1. There is only one accessible parking space on Mutual No. Fifty property.
2. The building entrance has limited accessibility and there are no passenger loading zones.
3. The curb ramps in front of The Towers were designed for emergency vehicles, but do not meet the current State code requirements for new buildings for wheelchair access.
4. Residential entry doors on 66% of The Towers units do not have adequate clear and level space to the strike side of the door for wheelchair maneuvering to meet current State code access requirements for new buildings (A, B, and C models)
5. A majority of residential bathroom doors do not have adequate clear and level space to the strike side of the door to meet current State code access requirements for new buildings (A, B, C models).
6. According to the current code for new buildings, residential kitchen units do not have the proper minimum height to allow wheelchair users to roll up to the counter.
7. Residential bathrooms do not satisfy the current handicap code space requirements for residential bathrooms in new buildings. None of the existing bathrooms have sufficient space available for a wheelchair user to maneuver.

**Fire and Emergency**

1. The elevators open at the center rather than the side. A center-loading car does not allow a typical transport gurney cart to be rolled into the car in a flat position. This requires that the person being transported be placed in a sitting position.
2. In the event of a fire or earthquake, the elevators are programmed to return to the ground floor and remain there, for use by emergency personnel only. All persons on upper floors (2 through 14) would find the elevators non-responsive to calls. In this instance, their only other evacuation route would be the emergency stairs located at the end of each corridor. Where possible, the fire evacuation crew would take over operation of the elevator and begin evacuating residents.

3. The stairs are a barrier for non-ambulatory wheelchair users and persons using walkers. During emergency conditions a person using a wheelchair or walker may create a hazard both to him or her and to others attempting to evacuate by the stairwells.
4. The Towers has a fire sprinkler system in the common areas and in the kitchen. There are three fire extinguishers and three emergency pull alarms on every floor. Each unit has a battery operated smoke detector and one sprinkler head at the entrance.
5. **Non-ambulatory individuals residing above the first floor might be incapable of evacuating themselves from the building in the event of a fire or earthquake.** The only possible way these individuals would be able to exit the building would be through “hands on” evacuation (i.e., he or she must be carried from the building.) Whether these non-ambulatory individuals could be safely evacuated in an emergency situation is totally dependent on the direness of the situation, the time available to access the resident, the number of personnel available to assist in the rescue, the accessibility of the resident and the distance (number of floors) the resident would have to be carried. Certainly these factors will vary with the intensity of each emergency. **When one considers safety factors, the McHale/Woods safety report concludes, “It cannot be recommended that a non-ambulatory resident reside above the first floor of The Towers.”**
6. In the Towers Pedestrian Circulation Evaluation report prepared by the Safety Engineering firm of McHale/Woods Associates, Inc., reference is made to non-ambulatory persons. The definition of a non-ambulatory person is taken from the California State Building Code, Section 310.2. It is as follows:
  - a. Non-ambulatory Persons (B) (SFM) are persons unable to leave a building unassisted under emergency conditions. It includes, but is not limited to, persons who depend upon mechanical aids such as crutches, walkers, wheelchairs, and any person who is unable to physically and mentally respond to a sensory signal approved by the State Fire Marshall or an oral instruction relating to fire danger.
  - b. The determination of ambulatory or non-ambulatory status of persons with developmental disabilities shall be made by the Director of Social Services on his or her designated representative, in consultation with the director of Developmental Services or his or her designated representative. The determination of ambulatory or non-ambulatory status of all other disabled persons placed after January 1, 1984, who are not developmentally disabled, shall be made by the Director of Social Services or his or her designated representative.

**Conclusion**

The Mutual No. Fifty Board of Directors contracted for the services of the safety engineering firm of McHale/Woods Associates to conduct a pedestrian circulation study of The Towers. That report describes several hazards and impediments to use of the facility by people who are physically disabled or non-ambulatory. **“These hazards underscore the importance of communicating clearly to prospective purchasers, residents, and lessees that Mutual No. Fifty was not established as, and is not equipped or staffed to function as, an assisted care or assisted living facility.”** The Board of Directors feels this information should be brought to the attention of all prospective residents.

Mutual No. Fifty will provide a copy of the McHale/Woods report upon request.

**I hereby acknowledge that I have received, read, and understand this acknowledgement.** Also, I acknowledge that I have inspected the unit I intend to purchase (or in which I intend to reside), the path to the stairwells that I would have to use in an emergency to leave the building, and the common areas of The Towers.

Print Name	Print Name
Signature	Signature
Date	Date
<b>Check One:</b> <input type="checkbox"/> Lessee <input type="checkbox"/> Occupant <input type="checkbox"/> Member	<b>Check One:</b> <input type="checkbox"/> Lessee <input type="checkbox"/> Occupant <input type="checkbox"/> Member



## NOTICE

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

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

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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.

Professional Community Management, 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, 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.

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.

PCM 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 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 597-4321 for details.

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

January 1, 2014