

# Application for Disabled Child/Grandchild with Co-Occupancy Permit Check List

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Please **print clearly** on your application so the information provided will be legible for digital imaging.

**Member(s) applying for Disabled Child/Grandchild with Co-Occupancy Application shall complete and provide the following:**

\_\_\_ **Complete** “Disabled Child/Grandchild Health Certification” form

\_\_\_ **Complete** “Application for Co-Occupancy Permit” form

\_\_\_ **Provide a National Background Check** (criminal, eviction, Patriot Act, etc.) –  
Examples:

[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)

[www.american-apartment-owners-association.org](http://www.american-apartment-owners-association.org)

[www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes.)

\_\_\_ **Date**, print and sign name acknowledging terms and conditions of application and initial understanding of the “**no rents will be paid or collected during the duration of applicant’s occupancy**” statement

\_\_\_ **Provide copy of age verification document(s)** (driver’s license, passport or birth certificate)

\_\_\_ **Initial** Member acknowledgment of **3rd Party Occupancy Fee** (if applicable)

\_\_\_ **Initial and Sign** “Residency Restrictions Important Information” form

\_\_\_ **Review** “Disclosure notice re asbestos-containing construction materials”

**After the Disabled Child/Grandchild Co-Occupant is approved by the Board of Directors:**

\_\_\_ **Complete** CodeRED Emergency Notification Record **online** at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the link at the top of the home page that says CodeRED

## Policy for Disabled Child/Grandchild Applications

### POLICY FOR CO-OCCUPANCY BY DISABLED CHILD/GRANDCHILD

It is the policy of Laguna Woods Village to provide rigorous compliance with the State of California's occupancy regulations for senior citizens' communities.

California Civil Code Section 51.3 permits a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen to reside in an age-restricted community. All references to "child" herein shall be deemed to include the existing resident(s) or prospective buyer(s) child or grandchild, if applicable. Persons who apply for co-occupancy under §51.3 shall submit a disabled child/grandchild health certification application, signed by physician for review by the Board of Directors.

Applicants are advised of the following:

- **The Board of Directors may deny requests for co-occupancy; therefore, prospective buyer(s) are advised to defer opening escrow until a decision is made on the application;**
- **The Board may request additional documentation in considering this application;**
- **The Mutual Member is ultimately responsible for the actions of guests, lessees, and co-occupants;**
- **Occupancy of the manor by more than two persons requires a Third-Party Fee;**
- **Health re-certification shall be required at least annually, unless waived by the Board on a case by case basis, such as for a chronic and progressive debilitating disease.**

By signing the acknowledgement on the reverse side of this form, parents/grandparents agree to hold harmless, the Mutual, Golden Rain Foundation and Village Management Services, Inc., Agent, and their respective directors, officers, agents and employees from any claims arising or based on the presence of or any alleged property damage or bodily injury or death caused in whole or in part or resulting from actions by the DISABLED child/grandchild.

### PROCEDURE FOR REQUESTING CO-OCCUPANCY APPROVAL FOR DISABLED CHILD/GRANDCHILD

Following are the procedures for obtaining approval by the Board of Directors:

1. Prospective buyer or existing resident submits Disabled Child Health Certification form to the disabled child's physician for completion.
2. Physician completes Physician's Certification, confirming the child/grandchild is disabled and explaining:
  - **Probable duration of the impairment;**
  - **Whether there is any probability of behavioral problems resulting or arising from the child's impairment which could be harmful to the child or threatening or disturbing to other residents of the community, and whether the threat can be ameliorated by means of a reasonable accommodation.**
  - **The specific care that the parents/grandparents will provide to the disabled child.**
3. Buyer or existing resident completes the acknowledgement of the terms and conditions of approval on the Certification form, and submits it to the Community Services Department for transmittal to the Board of Directors for review and approval or disapproval.
4. Within ten (10) business days from date of receipt of Certification form containing all the required information, the Board will make its determination. The Community Services Department will transmit the Board's decision to the prospective buyer. The buyer or resident may appeal the Board's decision by submitting a written request to the Board within 14 days from the date of the denial notice to the buyer or resident.
5. Pending Board action regarding the request, prospective buyer or existing resident must complete occupancy documents required by the association for Board review.

<b>DISABLED CHILD/GRANDCHILD HEALTH CERTIFICATION</b>		UNIT ADDRESS
RESIDENT'S NAME	TELEPHONE NO.	RESIDENT'S RELATIONSHIP TO CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> GRANDPARENT
DISABLED CHILD'S NAME	BIRTHDATE	DISABLED CHILD'S SOCIAL SECURITY #
<b>APPLICANT__ HAS / __ HAS NOT BEEN CONVICTED OF A FELONY IN THE LAST 20 YEARS OR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE LAST 5 YEARS (Civil Code 51.3 (b)(3)(B))</b>		

**PHYSICIAN'S CERTIFICATION**

AS THE PHYSICIAN FOR THE ABOVE-NAMED DISABLED CHILD, YOU ARE REQUESTED TO PROVIDE INFORMATION RELATED TO THE PHYSICAL AND/OR MENTAL HEALTH OF THE CHILD. THIS INFORMATION WILL BE CONSIDERED BY THE HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS IN DETERMINING WHETHER THE CHILD SHOULD BE PERMITTED TO RESIDE IN THIS SENIOR CITIZENS' COMMUNITY. YOUR CAREFUL EXPLANATION OF THE REQUIREMENTS FOR CARE, AND POTENTIAL FOR DISRUPTIVE OR DANGEROUS BEHAVIOR (TO THE CHILD OR OTHERS) IS CRITICAL TO THIS DETERMINATION.

PLEASE VERIFY THE NATURE OF THE CHILD'S PHYSICAL OR MENTAL IMPAIRMENT OR DISABILITY:  
 Yes, the child is disabled as defined by Civil Code 54(b) and Government Code Section 12962  
 No, the child is not disabled as defined by Civil Code 54(b) and Government Code Section 12962

SPECIFY THE TYPES OF CARE AND/OR ACCOMMODATIONS THAT THE CHILD WILL RECEIVE FROM THE PARENTS/GRANDPARENTS (E.G., BEING DRIVEN, BATHING, FEEDING, MEDICATION, ETC.)

**INDICATE FREQUENCY OF REQUIRED CARE:**  
 DAILY                                       WEEKLY  
 SEVERAL TIMES DAILY                       MONTHLY                       OTHER (PLEASE SPECIFY)

**IS IMPAIRMENT OR DISABILITY PERMANENT?**      **IF NO, HOW LONG WILL IT LAST?**      **IS CHILD CAPABLE OF LIVING INDEPENDENTLY?**  
 YES                                       NO                                       YES                                       NO

**IS IT PROBABLE THAT THE CHILD'S BEHAVIOR WILL BE VIOLENT, DISRUPTIVE OR THREATENING TO THE CHILD HIMSELF OR HERSELF, TO NEIGHBORS, OTHER RESIDENTS, OR STAFF?**       YES                       NO  
 IF YES, INDICATE LEVEL OF PROBABILITY:       HIGH                       MEDIUM                       LOW

DATE	PHYSICIAN'S NAME (PRINT)			
TELEPHONE NO.	PHYSICIAN'S ADDRESS	CITY	STATE	ZIP
PHYSICIAN'S LICENSE NO.	PHYSICIAN'S SIGNATURE			

**ACKNOWLEDGEMENT BY PARENT OR GRANDPARENT**

I HAVE READ THE MUTUAL GUIDELINES AND POLICY PERTAINING TO AN OCCUPANCY REQUEST FOR MY DISABLED CHILD/GRANDCHILD ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ABIDE BY THEM. I ATTEST THAT ALL THE INFORMATION PROVIDED IN THIS CERTIFICATION FORM IS ACCURATE AND COMPLETE.

DATE	PARENT'S / GRANDPARENT'S SIGNATURE
DATE	PARENT'S / GRANDPARENT'S SIGNATURE

**ACTION BY MUTUAL BOARD OF DIRECTORS**

<b>APPLICATION DENIED</b>		<b>APPLICATION APPROVED</b>	
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .		The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .	
SIGNATURE	Date	SIGNATURE	Date
SIGNATURE	Date	SIGNATURE	Date
SIGNATURE	Date	SIGNATURE	Date

## Application for Co-occupancy Permit

Unit address

### Attach Verification of Valid Age: Driver's License / Passport / Birth Certificate

1.	Last name	First name	MI	Social Security No.	Birthdate	Office use only
	Home phone	Mobile phone	Email			
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <input type="checkbox"/> or if applicant is a disabled child / grandchild <input type="checkbox"/>	

2.	Last name	First name	MI	Social Security No.	Birthdate	Office use only
	Home phone	Mobile phone	Email			
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <input type="checkbox"/> or if applicant is a disabled child / grandchild <input type="checkbox"/>	
Applicant relationship to member		Previous address			City	State Zip
In case of emergency, notify		Relationship to applicant	Address		Telephone #	

### Member/Co-occupant Acknowledgements

We hereby apply for approval of the applicant to reside in the unit identified above as an occupant and affirm that the information provided herein is accurate to the best of our knowledge. We have read the terms and conditions for such occupancy on the reverse side of this application and agree to be bound by the terms therein. We have received a copy of the notice informing us of the possible existence of asbestos in certain buildings.

We swear, under penalty of perjury, that there will not be a landlord-tenant relationship between shareholder and occupant, and that **no rents will be paid or collected during the duration of applicant's occupancy**, unless a lease is executed through the Golden Rain Foundation (GRF) leasing office.

**\*\* All Members and Co-occupants must initial and agree to the "no rents paid or collected" statement above:** \_\_\_\_\_

1. Co-occupant name (print)	Signature	Date	
2. Co-occupant name (print)	Signature	Date	
3. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Member Acknowledgment of Additional Occupant Fee and Occupancy Cancellation

- **Member is aware of and agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and GRF. A schedule of fees is available upon request and is subject to change annually. Additional fee is added to the member's account.**
- **Member is responsible for notifying Laguna Woods Village when additional occupant(s) have moved out of the unit and for returning additional occupant(s) ID card to avoid charges to the account. All Members must Initial:** \_\_\_\_\_

### Action by Mutual Board of Directors

Application <b>denied</b>		Application <b>approved</b>	
The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is denied.</b>		The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is approved.</b>	
Signature	Date	Signature	Date
Signature	Date	Signature	Date
Signature	Date	Signature	Date

## Application for Co-occupancy Permit – Page 2

### Primary rules governing occupancy – United Laguna Woods Mutual

The parties to this agreement are the mutual corporation, hereinafter referred to as “the mutual”; the member(s), hereinafter referred to as “shareholder,” and whose signature appears on the reverse side of this application; and the applicant(s) for occupancy, hereinafter referred to as “co-occupant,” and whose signature appears on the reverse side of this application. In consideration of their mutual undertakings, the parties hereto agree as follows:

1. Co-occupant(s) shall be entitled to occupy the unit indicated on the reverse side of this application.
2. Co-occupant(s) and shareholder(s) affirm their intent that the co-occupant will reside in this unit and that occupant is 45 years of age or older, or is the spouse or registered domestic partner of the qualifying resident, or is a disabled child/grandchild.
3. In United Mutual, non-shareholders may reside only if they co-occupy with shareholders who are in residence (and meet the requirements of Section 2 above) or are the parents of shareholders, with one qualifying resident at least 55 years of age.
4. Co-occupant(s) shall be entitled to the use and enjoyment of the facilities and services provided by the Golden Rain Foundation on the same basis as shareholders of the foundation, but will have neither ownership nor voting rights in the foundation or any mutual.
5. Shareholder shall be responsible for the conduct and deportment of the co-occupant.
6. Co-occupant shall be subject to the same rules, regulations and restrictions (and of the Occupancy Agreement in United Mutual) that are applicable to the shareholder, except with respect to payment of carrying charges. If co-occupant ever shall become the legal or equitable owner of the membership, co-occupant will apply for membership in the mutual (and will execute an Occupancy Agreement in United Mutual) in the form generally used by the mutual and will pay all amounts due pursuant to the Occupancy Agreement.
7. Shareholder and co-occupant shall be equally responsible for payment of any charges incurred by co-occupant in respect to service provided by the Golden Rain Foundation or the mutual.
8. Shareholder agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and/or GRF.
9. Shareholders shall be responsible for canceling the co-occupancy status and returning co-occupant’s ID card when co-occupant ceases to reside in the unit.
10. Any party may terminate this agreement at any time upon 30 days written notice to the other parties to this agreement.
11. In order to induce the mutual to execute this agreement, the other parties agree that they have no rights against the mutual as a direct or indirect result of the execution of this agreement, and in the event that there are any expenses incurred by the mutual to enforce the terms of this agreement, or to remove or take other action, or to defend any action relative to shareholder or co-occupant, as a direct or indirect result of this agreement, shareholder and co-occupant agree to hold the mutual harmless from and to pay all costs or expenses incurred by the mutual, including, but not limited to, attorney’s fees, court costs or related expenses.
12. Co-occupant(s) affirm that they have not been convicted of a felony within the past 20 years, or a misdemeanor involving moral turpitude within the past five years.
13. Guests may stay a maximum of 60 days per year, and **only while the qualifying senior resident is in residence.**

### Notice to shareholders and applicants

Approval of this application by the mutual, in and of itself, does not confer any right on the co-occupant other than the revocable right to occupy the unit named on the reverse of this form. As indicated, both shareholder and the mutual generally have the right to terminate occupant status at any time, without cause, provided, however, that Section 51.3 of the California Civil Code may be interpreted to inhibit this right of termination in certain circumstances.



**Residency Restrictions**  
**Important Information – Please Read Carefully**  
**Member Must Read and Initial**

**Unit number:** \_\_\_\_\_

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

**Co-occupant(s)/Member(s) Initial**

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

HO6 insurance coverage is highly recommended in order to cover improvements and alterations inside and outside the unit, personal property, liability coverage, loss of use, and loss assessment coverage, that are not covered by United Mutual’s insurance policy, which would be the responsibility of the Member.

Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the occupant(s) is responsible for hauling away excessive materials/furniture.

Members are required to check with the Manor Alterations Department before making any internal and external alteration, including any landscaping. Alterations are prohibited without prior review and consent. Contact Manor Alterations at 949-597-4616 or alterations@vmsinc.org. Contractors’ trash must not be put into community dumpsters.

Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident’s home during the absence of the resident.

Board approval is required for all persons wishing to reside in the community. Contact Community Services at 949-268-2393 before any change in residency status.

The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

Units may not be sublet for more than 12 months and not less than 30 days.

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

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

**Co-occupant(s) and Member(s)**

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

**Community Services Dept. use only**

Floorplan \_\_\_\_\_ No. bedrooms \_\_\_\_\_

No. of persons residing if permit is approved \_\_\_\_\_

ID card fees to be collected: \$ \_\_\_\_\_  Exempt (spouse/domestic partner status verified)

If applicant is under 55 years of age, indicate if qualifying resident has been verified.  Yes  No  N/A

Does the approval of this application exceed the number of persons permitted to occupy this unit?  
 Yes  No

Verified by: \_\_\_\_\_ Member's phone: \_\_\_\_\_

Date application sent to OnBase: \_\_\_\_\_

Date application sent to accounting: \_\_\_\_\_





## 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

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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 nonresidential public buildings in the mutual to all employees and contractors performing work within said buildings, and to all members of the mutual.

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

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

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

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

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



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

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

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

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

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

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

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

Village Management Services Inc.

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

When seconds count, you can count on  **CodeRED™**

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

The Laguna Woods Village Disaster Preparedness Task Force requires accurate contact information for you to inform you in the event of an emergency or threat to the Village. Safety is a two-way street.

Be sure to register today to receive the information you need, when it matters, regarding events such as:

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

After you get approval of the Disabled Child/Grandchild Health Certification application and the Application of Co-Occupancy Permit by the Board of Directors, please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

All information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.