

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF UNITED LAGUNA WOODS MUTUAL
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

October 23, 2014

The Special Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Thursday, October 23, 2014 at 12:30 P.M. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Pat English, Jack Bassler, Ming-Lee Chang, Ken Hammer, Don Tibbetts, Eva Lydick, Jan LaBarge, Tony Dauer, Lenny Ross, Juanita Skillman

Directors Absent: Anthony Liberatore

Staff Present: Cris Robinson, Kim Taylor, Victor Polek
(Executive Session: Cris Robinson, Kim Taylor, Pamela Bashline, Wendy Panizza, Blessilda Fernandez)

Others Present: Jeff Beaumont Esq. of Beaumont Gitlin Tashjian

CALL TO ORDER

Pat English, President of the Corporation, chaired and opened the meeting, and stated that it was a Special Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 12:45 P.M.

PLEDGE OF ALLEGIANCE

Director Ken Hammer led the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF PRESS

A representative of the Laguna Woods Globe was acknowledged as present.

APPROVAL OF AGENDA

By a vote of 9-0-0 the agenda was approved as written.

CHAIR'S REMARKS

President English commented on the current affairs in Canada.

UNITED MUTUAL MEMBER COMMENTS AND PUBLIC FORUM

United Mutual Members were given the opportunity to speak to items.

- Barbara Copley (410-D) commented on the General Manager's Report and Advisors at Committee meetings.
- Rhoda Lindner (2013-C) commented on the meeting not being broadcast and toilets in the community.

RESPONSE TO MEMBER COMMENTS

The Directors briefly responded to Member Comments.

Mr. Jeffrey Beaumont, Esq. updated the Board and Members on the United vs GRF Lawsuit.

Mr. Beaumont, Esq. left the meeting at 1:00 PM.

APPROVAL OF MINUTES

Without objection, the Board approved the minutes of August 22, 2014 Special meeting, the minutes of the Regular meeting of September 9, 2014, the minutes of September 26, 2014 Special Session – Counting of the Ballots, and the minutes of October 14, 2014 Special session – Organizational, as written.

UNFINISHED BUSINESS

The Secretary of the Corporation, Director LaBarge, read a proposed resolution establishing a new Mutual Alteration Standard Section 42 Solar Panels, 2 Story Buildings with Flat Roofs, which was postponed in August to satisfy the 30 day notification requirement. Director LaBarge moved to approve the resolution. Director Hammer seconded the motion, and discussion ensued.

By a vote of 9-0-0, the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 01-14-130

WHEREAS, the Board of Directors of this Corporation adopted Resolution U-96-62 on May 14, 1996, which approved the United Laguna Woods Mutual Alteration Standards; and

WHEREAS, this Corporation recognizes the need to establish a policy for the installation of solar panels for 2 story buildings with flat roofs;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors of this Corporation hereby establishes a new Mutual Alteration Standard Section 42 Solar Panels, 2 Story Buildings with Flat Roofs, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution U-96-62, adopted May 14, 1996 is hereby amended; and

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

NEW BUSINESS

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving a procedure for PCM employees entering a manor where dogs are present:

RESOLUTION 01-14-XX

Procedure for Employees Entering Manors with Dogs Present

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

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

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

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

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

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

Director LaBarge moved to amend number 2 by removing 'outside' and 'inside' and the entire last sentence. Director Skillman seconded the motion.

By a vote of 9-0-0 the amendment carried.

Director LaBarge moved to approve the resolution as amended. Director Hammer seconded the motion.

By a vote of 9-0-0 the resolution carried as amended.

The resolution has been postponed to the December meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

Director Bassler moved to change the November regular meeting date from November 11, 2014 to November 13, 2014 as November 11, 2014 is a Holiday. Director Hammer seconded the motion.

By a vote of 9-0-0 the motion carried.

Director Bassler moved to establish a deadline of December 2015 for completion of the Walkway Lighting Program. Director Skillman seconded the motion.

By a vote of 9-0-0 the motion carried.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution authorizing Cris Robinson and Kim Taylor as Authorized Agents to sign the following documents on behalf of the Corporation: the Memorandum of Occupancy Agreement, Memorandum of Termination of Occupancy Agreement, Occupancy Agreement, the Interim Dual Ownership Agreement and Lease Permits. Director LaBarge moved to approve the resolution, Director Dauer seconded the motion, and discussion ensued.

Members Sharon Roddan (181-C), Barbara Copley (401-D) and Rhoda Lindner (2013-C) commented on the resolution.

Director LaBarge moved to delete the first Resolved Further. Director Bassler seconded the motion.

By a vote of 8-0-1 (Directors Chang Abstained) the motion carried and the Board of Directors adopted the following resolution as amended:

RESOLUTION 01-14-131

Appoint Cris Robinson and Kim Taylor as Authorized Agents for the Purpose of Signing Specific Documents

WHEREAS, on October 14, 2014 the United Laguna Woods Mutual Board removed Cris Robinson and Kim Taylor as Ex-Officio Officers by way of resolution 01-14-126;

WHEREAS, the Memorandum of Occupancy Agreement, Memorandum of Termination of Occupancy Agreement, Occupancy Agreement, the Interim Dual Ownership Agreement and Lease Permits are signed on a daily basis on behalf of the Corporation;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors of this Corporation hereby authorizes Cris Robinson and Kim Taylor as Authorized Agents to sign on behalf of the Corporation; the Memorandum of Occupancy Agreement, Memorandum of Termination of Occupancy Agreement, Occupancy Agreement, the Interim Dual Ownership Agreement and Lease Permits, effective immediately; and

~~**RESOLVED FURTHER**, that the Board delegates the Authorized Agents to sign any other Corporate documents as instructed by the Board; and~~

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

CONSENT CALENDAR

Without objection, the Consent Calendar was approved as written, and the Board took the following actions:

Maintenance and Construction Committee Recommendations:

RESOLUTION 01-14-132

Variance Request

RESOLVED, October 23, 2014, that the request of Ms. Raj Atul Agrawal to construct a bathroom addition at Manor 159-B Avenida Majorca, is hereby approved; and

RESOLVED FURTHER, all future costs and maintenance associated with the subject alteration are the responsibility of the Mutual Member(s) at 159-B; and

RESOLVED FURTHER, all required Mutual and City of Laguna Woods' permits must be obtained and the appropriate City of Laguna Woods building permit number must be submitted to the Mutual through the Permits and Inspections Office located in the Laguna Woods Village Community Center; and

RESOLVED FURTHER, the Mutual Member must submit detailed site specific construction plans including structural, plumbing and electrical plans prepared by a California licensed architect to confirm that the proposed alterations will not negatively impact the integrity of the building's structure, plumbing and electrical systems; and

RESOLVED FURTHER, the Board has, from time to time, received complaints of noise transference due to alterations within the interior of neighboring manors. For example, alterations to walls that allow noise to travel differently, alterations to plumbing that cause water noises within the shared walls, or alterations to floor coverings. The Board should advise the member that should the Board receive such a complaint concerning an alteration, the requesting member may be subject to member disciplinary proceedings and could be required to take additional noise mitigating measures, up to and including removing the alteration and restoring to original; and

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

RESOLUTION 01-14-133

Variance Request

RESOLVED, October 23, 2014, that the request of Mr. Charles and Ms. Alta Parson to modify the bedroom windows at Manor 554-B Avenida Sevilla, is hereby approved; and

RESOLVED FURTHER, all costs and maintenance of the alteration, present and future, are the responsibility of the Mutual member(s) at 554-B; and

RESOLVED FURTHER, all required Mutual and City of Laguna Woods permits must be obtained and the appropriate City of Laguna Woods permit number(s) must be submitted to the Permits and Inspections office located in the Laguna Woods Community Center; and

RESOLVED FURTHER, the windows must be installed in accordance with United Laguna Woods Mutual Standard Section 31 Window and Window Attachments; and

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

RESOLUTION 01-14-134

Variance Request

RESOLVED, October 23, 2014, that the request of Mr. Kambuzia Amini to construct a patio enclosure and to add a window in the living room of Manor 601-H Avenida Sevilla, is hereby approved; and

RESOLVED FURTHER, all costs and maintenance of the alteration, present and future, are the responsibility of the Mutual member(s) at 601-H; and

RESOLVED FURTHER, all required Mutual and City of Laguna Woods permits must be obtained and the appropriate City of Laguna Woods permit number(s) must be submitted to the Permits and Inspections office located in the Laguna Woods Community Center; and

RESOLVED FURTHER, detailed site specific plans, wet-stamped and signed by a California licensed architect or engineer, must be submitted to the Permits and Inspections office located in the Laguna Woods Village Community Center prior to issuance of a permit. These plans must detail the required structural modifications necessary to ensure that the structural integrity of the building is maintained upon completion of the proposed alterations; and

RESOLVED FURTHER, the proposed living room window must be installed in accordance with United Laguna Woods Mutual Standard Section 31 Windows and Window Attachments and must match in size, style and location as the alteration living room window on the same west facing elevation belonging to Manor 601-A; and

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

RESOLUTION 01-14-135

Billing Dispute

RESOLVED, October 23, 2014, that the request of Ms. Byoung Soon Yang of 530-P Via Estrada to reduce asbestos abatement charges totaling \$3,296.70 is hereby denied; and

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

RESOLUTION 01-14-136

Request to Reverse Damage Restoration Charges

RESOLVED, October 23, 2014, that the request of Ms. Annie Hartoonian of 655-B Avenida Sevilla to Reverse Damage Restoration Charges totaling \$3,559.53 is hereby denied; and

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

RESOLUTION 01-14-137

Variance Request

RESOLVED, October 23, 2014 that the request of Ms. Frances Skidmore for a variance authorizing installation of a code compliant handrail, at Manor 2049-G Via Mariposa East, at the Member's expense, is hereby approved;

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

Landscape Committee Recommendations:

- | | |
|-------|---|
| 181-C | Approve to rescind previous committee recommendation and agree to allow the exclusion 181-C from any pesticide application with the provision that the Member provide and post signage and obtain a signed release from neighbor. |
| 96-C | Deny request to remove landscaping to create parking spaces |
| 579-A | Approve request for tree removal at Mutual expense |

Finance Committee Recommendations:

RESOLUTION 01-14-138

Recording of a Lien

WHEREAS, Member ID 947-400-14 is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-400-14; and

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

RESOLUTION 01-14-139

Recording of a Lien

WHEREAS, Member ID 947-391-16 is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-391-16; and

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

RESOLUTION 01-14-140

Recording of a Lien

WHEREAS, Member ID 947-405-13 is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-405-13; and

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

RESOLUTION 01-14-141

Recording of a Lien

WHEREAS, Member ID 947-413-77 is currently delinquent to United Laguna Woods Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-413-77; and

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

GENERAL MANAGER'S REPORT

Due to time constraints the General Manager's Report will be given at the November meeting.

COMMITTEE REPORTS

FINANCE REPORT

Director Tibbetts reported from the Finance Committee, gave the United Treasurer's Report, and commented on the Resale & Lease Activities.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving the 2015 Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies. Director LaBarge moved to approve the resolution, Director Tibbetts seconded the motion, and discussion ensued.

By a vote of 9-0-0 the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 01-14-142

Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies

WHEREAS, Section 5300 of the California Civil Code requires that homeowner associations have a specific policy relating to collection of delinquent assessment accounts and enforcement of liens placed upon such delinquent properties;

NOW THEREFORE BE IT RESOLVED, October 23, 2014, that the Board of Directors of this Corporation hereby approves the attached Collection and Lien Enforcement Policy and Procedures for Assessment Delinquencies, effective January 1, 2015; and

RESOLVED FURTHER, that Resolution 01-13-183 adopted October 28, 2013 is hereby superseded and cancelled; and

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

Director Tibbetts reported from the Maintenance and Construction Committee.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to Alteration Standard Section 20 Balcony and Patio Covers, Aluminum and Vinyl:

RESOLUTION 01-14-XX

**United Mutual Alteration Standard Section 20, Patio Covers,
Aluminum and Vinyl**

WHEREAS, the Board of Directors of this Corporation adopted Resolution U-96-62 on May 14, 1996, which approved the United Laguna Hills Mutual Alteration Standards; and

WHEREAS, the Maintenance & Construction Committee of this Corporation recognizes the need to amend a portion of the Mutual Alteration Standards with regard to Mutual Alteration Standard Section 20, Patio Covers, Aluminum and Vinyl;

NOW THEREFORE BE IT RESOLVED, December 9, 2014 that the Board of Directors of this Corporation hereby approves the revisions of United Mutual Alteration Standard Section 20, Patio Covers, Aluminum and Vinyl, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-08-60, adopted April 8, 2008 is hereby superseded and cancelled; and

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

Director LaBarge moved to approve the resolution. Director Tibbetts seconded the motion.

By a vote of 9-0-0 the motion carried.

The resolution has been postponed to the December meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

The Board discussed the request for waiver of paint color change for Building 187. By way of unanimous consensus, the Board directed staff to follow the Boards established procedures.

Director Lydick reported from the Landscape Committee.

Without objection, the Board appointed Eva Lydick to the Parking Committee.

Director Skillman reported from the Governing Documents Review Ad Hoc Committee.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to United Laguna Woods Mutual Traffic Rules and Regulations:

RESOLUTION 01-14-XX

United Laguna Woods Mutual Traffic Rules and Regulations

WHEREAS, the Traffic Rules and Regulations are intended to mirror the California Vehicle Code and to adhere to the Davis-Stirling Act;

WHEREAS, the Governing Documents Review Ad Hoc Committee of this Corporation recognizes the need to amend a portion of the Mutual Traffic Rules and Regulations;

NOW THEREFORE BE IT RESOLVED, December 9, 2014, that the Board of Directors of this Corporation hereby adopts the revised United Laguna Woods Mutual Traffic Rules and Regulations, as attached to the minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-10-62 adopted April 13, 2010 is hereby superseded and cancelled; and

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

Director LaBarge moved to approve the resolution. Director Hammer seconded the motion.

Member Barbara Copley (410-D) commented on the resolution.

Mr. Victor Polek entered the meeting at 2:30 PM and answered questions from the Board and left the meeting at 2:40 PM.

By a vote of 8-1-0 (Director LaBarge opposed) the motion carried.

The resolution has been postponed to the December meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

Director Ross read a report on disciplinary cases.

GRF COMMITTEE HIGHLIGHTS

No GRF Committee Highlights were given.

DIRECTORS' FORUM

The Directors provided final comments.

Summary of Previous Closed Session Meetings per Civil Code Section §4935

During its August 22, 2014 Special Executive meeting the Board discussed the Record Date; Litigation Matters and the Management Contract.

During its August 27, 2014 Special Executive meeting the Board discussed Member disciplinary matters.

During its September 9, 2014 Regular Executive Session Meeting, the Board reviewed and approved the minutes of the regular Executive Session of August 12, 2014, the minutes of the Special Executive Session of August 22, 2014, the minutes of the Damage Restoration Executive Session of August 27, 2014 and the Special Executive Session minutes of August 27, 2014 as written. The Board heard four disciplinary hearings and imposed fines in the amount of \$750 for violations of the Mutual's rules and regulations; discussed and considered numerous member disciplinary matters; discussed Land Use Policy; discussed the Delegation Matrix; discussed Election/Voting Rules; discussed Assembly Bill 968; discussed Hard Wired smoke alarms; discussed amendments to the GRF Trust; discussed and considered Litigation Matters; and reviewed the Litigation Status Report.

ADJOURNMENT

With no further business before the Board of Directors, the meeting was adjourned at 3:00 P.M.

Jan LaBarge, Secretary

UNITED LAGUNA WOODS MUTUAL

Section 42 - Solar Panels, 2 Story Buildings with Flat Roofs

ADOPTED OCTOBER 2014, RESOLUTION 01-14-XXX

1.0 GENERAL REQUIREMENTS

- 1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his or her contractor. Member and/or his or her contractor must provide the Permits and Inspections office with City permit number(s) prior to beginning work.
- 1.2 **MEMBERS' RESPONSIBILITY:** The Member is solely responsible for the maintenance, repair, and/or removal of all alterations to the building.
- 1.3 **CODES AND REGULATIONS:** All work shall comply with all applicable local, state, and federal requirements including, but not limited to, the current edition of the National Electric Code (NEC).
- 1.4 **WORK HOURS:** For work performed which results in excessive construction-related noise (e.g. cutting tile, jack hammering, use of power tools), permitted hours are 9:00 a.m. to 2:00 p.m., Monday through Saturday. For work that does not result in excessive noise, such as painting and carpet installation, permitted hours remain 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. No work whatsoever shall be permitted on Sunday.
- 1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s) for approval indicating all work to be done, i.e., size, location, description and specifications.
- 1.6 **DUMPSITES:** The premises shall be kept free of accumulation of waste materials and/or rubbish caused by construction work. The Member and/or his or her contractor are responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's or Member's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.

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

2.0 APPLICATIONS

- 2.1 Leasing of solar panels for installation on United Mutual manors is strictly prohibited.
- 2.2 In this section, Solar Panel refers to roof mounted panels that use solar energy to either heat water directly (Solar Water Heating System), or to generate electricity using photo-voltaic cells (Solar Electric System).
- 2.3 This section refers to two story dwellings with shared flat roof space. The system shall be designed so the panel array does not encroach outside of the area allocated on the roof for each owner of a manor. Refer to Pages 5, 6, 7 and 8 for roof allocation on flat roofs of 6-, 8-, and 12-unit buildings respectively.
- 2.4 Detailed, site-specific plans, including for all water and electrical lines for the solar panel installation, including penetrations, shall be submitted to the Permits and Inspections office for approval.
- 2.5 Detailed plans of the installation of roof jacks should be submitted to the Permits and Inspections office for approval, and installation of roof jacks, including hot mopping and flashing, is required to be completed during the original installation.
- 2.6 Regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense.
- 2.7 Water and electric lines must be set on blocking above the surface to facilitate re-roofing.
- 2.8 Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code.
- 2.9 The mounting system must have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.

- 2.10 The solar panel array must be located a minimum of 3 feet from the edge of the roof; and a minimum of 3 feet shall be maintained between rows of solar panels, and between any architectural features such as, but not limited to skylights, mechanical equipment, and vent pipes in order to enable proper access for maintenance.
- 2.11 The solar panel array cannot be installed over any existing Mutual component or Member alteration.
- 2.12 Flat roof mounting shall be set with the highest point flush with the top of the parapet wall so as to be hidden from the ground or surrounding properties.
- 2.13 Lag screws must have adequate pullout strength and shear capacities.
- 2.14 The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, must be maintained.
- 2.15 Solar Electric Panels, and their associated electrical components, must be UL listed, or comply with equivalent international standards.
- 2.16 All work must comply with the California Building Code.
- 2.17 The use of solar micro-inverter or power optimizer technology is required due to the potential number of separate systems that could be installed on one building.

3.0 OBLIGATIONS

- 3.1** Member agrees to pay for repairs to roof that may be attributed to damage caused by contractors installing or servicing solar panels if manifested within 5 years of installation or servicing of solar panels.
- 3.2** The Mutual Member is responsible for, and will bear all costs associated with removing, altering, covering or replacing the alteration as may be necessary or appropriate to allow the corporation business.
- 3.3** The Mutual Member is responsible for, and will bear all costs associated with, clean-up or repair of mutual owned or controlled property made necessary by or resulting from the alteration.
- 3.4** All costs associated with roof replacement above and beyond the typical cost for roof replacement due to the solar panel installation shall be borne by the Member(s).

YEAR 2015 COLLECTION AND LIEN ENFORCEMENT POLICY AND PROCEDURES FOR ASSESSMENT DELINQUENCIES

The following is a statement (the "Policy Statement") of the specific procedures, policies and practices employed by United Laguna Woods Mutual, a California nonprofit mutual benefit corporation ("United") in enforcing lien rights or other legal remedies for default in payment of assessments against its members ("Shareholders"). This Policy Statement is provided pursuant to the requirements of California Civil Code Section 5310(a)(7) and incorporates by reference the disclosure provided by United pursuant to California Civil Code Section 5730.

The collection of delinquent assessments is of vital concern to all Shareholders of United. Such efforts ensure that all Shareholders pay their fair share of the costs of services and facilities provided and maintained by United. Shareholders' failure to pay assessments when due creates a cash-flow problem for United and causes those Shareholders who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations.

Assessments are the separate debt of shareholders. United may employ single collection recourses or combinations as allowed by law. In addition to any other rights provided for by law or described in the governing documents, including, but not limited to the Articles of Incorporation, Bylaws and each Shareholder's Occupancy Agreement ("Governing Documents"), the Board has the right to collect delinquent assessments as stated herein.

WE SINCERELY TRUST THAT ALL SHAREHOLDERS, IN THE SPIRIT OF COOPERATION AND IN RECOGNITION OF THEIR LEGAL OBLIGATIONS, WILL MAKE TIMELY PAYMENTS AND AVOID THE IMPOSITION OF LATE CHARGES AND POSSIBLE RESULTANT LEGAL ACTION, AND REIMBURSEMENT FOR THE COSTS OF SUCH LEGAL ACTION. IT IS IN YOUR BEST INTEREST AND THE BEST INTEREST OF THE COMMUNITY AS A WHOLE TO MAKE YOUR MONTHLY PAYMENTS ON TIME.

REGARDLESS OF WHETHER A LIEN IS RECORDED AGAINST YOUR LEASEHOLD INTEREST DURING THE COLLECTION OF PAST-DUE ASSESSMENTS, ALL SHAREHOLDERS HAVE A PERSONAL AND ONGOING OBLIGATION TO PAY ASSESSMENTS AND CHARGES.

Delinquency reports are made available monthly by United's managing agent to the Board of United, identifying the delinquent Shareholder, the delinquent amount and the length of time the assessments have been in arrears. Additionally, to ensure the prompt payment of monthly assessments United employs the following collection and lien enforcement procedures. The policies and practices outlined herein shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of United's Board of Directors.

Pursuant to United's Governing Documents, as well as the California Civil Code, the following are United's collection and lien enforcement policies and procedures for assessment delinquencies:

1. Assessments; Assessments Due Date. “Carrying Charges” as defined by United’s Occupancy Agreement, also referred to as “fees” in United’s Bylaws, are referred to in this paragraph and throughout this Policy Statement as “assessments.” Assessments are due and payable to United, in advance, in equal monthly installments, on the first (1st) day of each month. **It is each Shareholder’s responsibility to pay assessments in full each month regardless of whether a billing statement is received.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the special assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment is duly imposed. If a special assessment is payable in installment payments and an installment payment of that special assessment is delinquent for more than 30 days, all remaining installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late charges and interest as provided herein.

2. Reminder Notice; Administrative Collection Fee. If Assessments are not received by United on or before the close of business on the sixteenth (16th) day of the month (or if a special assessment is not received by United on or before the close of business on the fifteenth (15th) day after it is due), a Reminder Notice is sent to the Shareholder. PLEASE NOTE THAT TO BE CONSIDERED TIMELY, THE PAYMENT MUST BE RECEIVED BY UNITED WITHIN THIS FIFTEEN (15) DAY GRACE PERIOD. SIMPLY PLACING THE PAYMENT IN THE MAIL BEFORE THE GRACE PERIOD EXPIRES IS NOT SUFFICIENT. It is the policy of United not to waive any duly imposed late charges, interest, or collection fees and costs. Each delinquent account shall incur an administrative collection fee, in the amount of Two Hundred Dollars (\$200) (the “Administrative Collection Fee”), which is charged by United’s managing agent to cover staff’s costs to prepare the files for delivery to United’s collection agent in order to carry out collection activities authorized hereunder, as well as direct costs incurred in recording and/or forwarding documents in connection with the collection process. This Administrative Collection Fee may be increased by majority vote of United’s Board, and may be collected by United’s collection agent on United’s behalf, and remitted to United’s managing agent, or may be directly collected by United’s managing agent. **IT IS THE SHAREHOLDER’S RESPONSIBILITY TO ALLOW AMPLE TIME TO DROP OFF OR MAIL ALL PAYMENTS SO THAT THEY ARE RECEIVED BEFORE THE DELINQUENCY DATE.** All notices or invoices for assessments will be sent to Shareholders by first-class mail addressed to the Shareholder or the Shareholder’s designee at his or her address as shown on the books and records of United. However, it is the Shareholder’s responsibility to be aware of the assessment payment due dates and to advise United of any changes in the Shareholder’s mailing address.

3. Late Charges; Interest. Assessments not received by the sixteenth (16th) day of the month will incur a late fee in the amount of Twenty Dollars (\$20.00), which amount is consistent with statutory authority. Further, both state law and United’s governing documents provide for interest on the delinquent assessment, late charges and collection fees and costs. Accordingly, interest may be imposed thirty (30) days after the assessment is due, at an annual percentage rate not to exceed Twelve Percent (12%), consistent with Civil Code Section 5650. Such interest may be imposed and collected per the foregoing sentence regardless of whether the Shareholder’s delinquent account is referred to United’s collection agent for collections.

4. Thirty-Day Pre-Lien Letter Notice to Delinquent Shareholder. If full payment of the delinquent amount is not received by the close of business on the thirtieth (30th) day after the

date of the Reminder Notice, United's managing agent will send a pre-lien letter (also referred to as a final demand for payment letter) to the Shareholder as required by Civil Code Section 5660 by certified and regular first class mail, to the Shareholder's mailing address of record in United's books and records advising of the delinquent status of the account, including an itemized statement of the charges owed by the shareholder, impending collection action and the Shareholder's rights including a statement that the shareholder will not be liable to pay charges, interest and costs of collection if it is determined the assessment was paid on time to United, and the right to request a meeting with the Board of Directors of United pursuant to Civil Code Section 5665, the right to dispute the assessment debt by submitting a written request for dispute resolution pursuant to Civil Code pursuant to Article 2 (commencing with Section 5900) of Chapter 10 ("IDR"), and the right to request alternative dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 ("ADR"). Notwithstanding the provisions of this paragraph, United may cause a pre-lien letter to be sent to a delinquent Shareholder at any time when there is an open escrow involving the Shareholder's leasehold interest, may cause a pre-lien letter to be sent to a delinquent Shareholder if any special assessment becomes delinquent, and/or may turn the delinquent account over to United's collection agent to send a pre-lien letter to a delinquent Shareholder.

5. Recordation of a Lien Against a Delinquent Shareholder's Leasehold Interest. If a Shareholder does not pay the amounts set forth in the pre-lien letter and does not request IDR or ADR within thirty (30) days of the date of the pre-lien letter, the delinquent account will be turned over to United's collection agent for collections. The Board shall decide, by majority vote in an open meeting, whether to authorize United's collection agent to record a lien for the amount of any delinquent assessments, late charges, interest, and collection fees and costs, including attorneys' fees against the Shareholder's leasehold interest. If United authorizes United's collection agent to record a lien against the Shareholder's leasehold interest, the Shareholder will incur additional fees and costs for preparing and recording the lien. The lien may be enforced in any manner permitted by law, including without limitation, judicial or non-judicial foreclosure (Civil Code Section 5700).

6. Enforcement of a Lien. United's collection agent may be authorized to enforce the lien thirty (30) days after recordation of the lien, in any manner permitted by law, which may include recording a Notice of Default. United may foreclose the lien by judicial or non-judicial foreclosure when either (a) the delinquent assessment amount totals One Thousand Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments, late charges, interest, and collection fees and costs or (b) the assessments are delinquent for more than twelve (12) months. **YOU COULD LOSE YOUR LEASEHOLD INTEREST AT UNITED IF A FORECLOSURE ACTION IS COMPLETED.** A non-judicial foreclosure sale by United to collect upon a debt for delinquent assessments is subject to a statutory right of redemption. The redemption period within which your leasehold interest may be redeemed ends ninety (90) days after United's foreclosure sale, per California Civil Code Section 5715(b). The Shareholder will incur significant additional fees and costs if a Notice of Default is recorded and a foreclosure action is commenced against the Shareholder's leasehold interest. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent Shareholder(s) by identifying the matter in the minutes by only the parcel number of the property in which the Shareholder has a leasehold interest. Prior to initiating any foreclosure sale on a recorded lien,

United shall offer delinquent Shareholders the option of participating in IDR, ADR, or both IDR and ADR as requested by the Shareholder.

United may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's separate interest for the delinquent assessment. In any action to collect delinquent assessments, late charges, or interest, the prevailing party will be entitled to costs and reasonable attorney's fees.

7. Inspection of Books and Records. A Shareholder is entitled to inspect United's accounting books and records to verify the amounts owed pursuant to Civil Code Section 5200, et seq..

8. Application of Payments. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payment be applied to late charges, interest, and collection fees and costs, including attorneys' fees.
9. Account Sent to United's Collection Agent In Error. In the event it is determined that the Shareholder has paid the assessments on time, the Shareholder will not be liable to pay the charges, interests, and fees and costs of collection associated with collection of those assessments. If it is determined that a lien was recorded in error, a release of lien shall be recorded within twenty-one (21) calendar days and the owner of the separate interest will be provided with a copy of the release of lien. If the lien was recorded in error, United shall promptly reverse all late charges, fees, interest, attorney's fees, and costs of collection.

10. Payment Under Protest. A Shareholder may but is not obligated to, pay under protest any disputed charge or sum levied by United, including but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

11. Right to Dispute the Debt. A Shareholder has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent for delivery to United pursuant to Civil Code Section 5900 *et seq.* A dispute, by itself, will not impede United's ability to record a lien.

12. Right to Request Alternative Dispute Resolution ("ADR"). A Shareholder has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before United may initiate foreclosure against the Shareholder's leasehold interest, except that binding arbitration shall not be available if United intends to initiate a judicial foreclosure.

13. Payment Plan Requests. Any Shareholder who is unable to pay assessments will be entitled to make a written request for a payment plan to United, or United's collection agent, as applicable, to be considered by the Board of Directors. A Shareholder may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with United's ability to record a lien on

a Shareholder's separate interest to secure payment for the Shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved by the Board, additional late charges from the Shareholder will not accrue while the Shareholder remains current under the terms of the payment plan. If the Shareholder breaches an approved payment plan, United may resume its collection action from the time the payment plan was approved.

14. Termination of Shareholder's Rights under Occupancy Agreement. Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United, or to pursue any other discipline set forth in United's governing documents, including but not limited to a termination of the Shareholder's rights under the Occupancy Agreement pursuant to Article 14 therein and pursuant to the procedures set forth in Article IV, Section 3 of the Bylaws and pursuing an unlawful detainer action or other proceeding which may apply to the eviction of tenants.

15. Release of Lien. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and fees and costs of collection, including attorneys' fees, must be paid in full to United.

16. No Right of Offset. There is no right of offset. A Shareholder may not withhold assessments owed to United on the alleged grounds that the Shareholder is entitled to recover money or damages from United for some other obligation.

17. Returned Checks. United may charge the Shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to United that is returned unpaid by the Shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, United may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.

18. Additional Mailing Addresses. Shareholders have the right to provide a secondary address for mailing for purposes of collection to United. The Shareholder's request shall be in writing and shall be mailed to United in a way that shall indicate that United has received it. A Shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, United shall only be required to send notices to the indicated secondary address from the point United receives the request.

19. Charges Subject to Change. All charges listed herein are subject to change upon thirty (30) days prior written notice. After a delinquent account has been turned over to United's collection agent, United's collection agent's charges may vary from United's and are subject to change without prior written notice. Shareholders in collections should rely on United collection agent's charges and statement of account.

20. Notice and Hearing Prior to Suspension of Shareholder Privileges. Until the Shareholder has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys' fees, the Board of Directors may suspend the Shareholder's right to vote, and suspend the Shareholder's right to use United's recreational

facilities and/or the facilities or services provided by the Golden Rain Foundation of Laguna Woods after providing the Shareholder with a duly noticed hearing pursuant to Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent Shareholder from the use, benefit and pleasure of the Shareholder's leasehold interest.

When the Board is to meet to consider or impose a monetary charge as a means of reimbursing United for costs incurred by it in the repair of damage to common area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least 10 days prior to the meeting. (Civil Code Section 5855(a).)

21. Overnight Payments. The mailing address for overnight payment of assessments is: United Laguna Woods Mutual, Attn: Assessments, 24351 El Toro Road, Laguna Woods, CA 92637.

22. Annual Notice to Members. United shall distribute its collection policy to each member during the 60-day period immediately preceding the beginning of United's fiscal year.

23. No limitations. Nothing herein limits or otherwise affects United's right to proceed in any lawful manner to collect any delinquent sums owed to United.

**BOARD OF DIRECTORS
UNITED LAGUNA WOODS MUTUAL**

FINAL VERSION

UNITED LAGUNA WOODS MUTUAL

SECTION 20 BALCONY AND PATIO COVERS, ALUMINUM AND VINYL

JULY 2002, RESOLUTION U-02-107

APRIL 2008, RESOLUTION 01-08-60

GENERAL REQUIREMENTS REVISED JUNE 2011, RESOLUTION 01-11-104

REVISED DECEMBER 2014, RESOLUTION 01-14-XXX

1.0 GENERAL REQUIREMENTS

1.1 **PERMITS AND FEES:** A Mutual permit is required for all alterations to the building. A City of Laguna Woods permit may be required. All fees for both Mutual and City permits shall be paid for by the Member and/or his contractor. Member and/or his contractor must supply the Permits and Inspections office with City permit numbers prior to beginning work.

1.2 **MEMBERS RESPONSIBILITY:** The Member is solely responsible for the maintenance and repair of all alterations to the building. Removal may be required upon sale of a manor, or deterioration of the alteration. Further, Member(s) are expected to provide neighboring residents an estimated timeline for construction, and advance notice of excessive construction-related noise that may occur.

1.3 **CODES AND REGULATIONS:** All work shall comply with applicable local, state, and federal requirements including but not limited to the current edition of the Uniform Building Code.

1.5 **WORK HOURS:** For work performed which results in excessive construction-related noise (e.g. cutting tile, jack hammering, use of power tools), permitted hours are 9:00 a.m. to 2:00 p.m., Monday through Saturday. For work that does not result in excessive noise, such as painting and carpet installation, permitted hours remain 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. No work whatsoever shall be permitted on Sunday.

1.5 **PLANS:** The Member applying for a permit shall provide to the Permits and Inspections office a detailed plan(s), for approval, indicating all work to be done, i.e., size, location, description, and specifications and meet current noise abatement codes.

- 1.6 **DUMPSITES:** The premises shall be kept free from accumulation of waste materials and/or rubbish caused by the construction work. Member and/or his contractor is responsible for removal of debris and excess material and must leave work areas "**BROOM CLEAN**" daily. **USE OF COMMUNITY DUMPSITES FOR CONSTRUCTION RELATED DUMPING IS NOT PERMITTED.** Contractor's dumpsters, if required, must have location approved by the Permits and Inspections office.
- 1.7 **CONTRACTOR:** Installation must be performed by a California licensed contractor of the appropriate trade.
- 1.8 **CONTRACTOR'S CONDUCT:** Member's contractor(s), their personnel, and sub-contractors shall refrain at all times from using profanity, abusive or loud language, and must wear shirts at all times. Radio, MP3, CD or cassette players are not permitted on the project site. Contractor personnel will, at all times, extend and exhibit a courteous demeanor to residents.

2.0 **APPLICATIONS**

- 2.1 Posts shall be of aluminum or vinyl (including alumawood, or vinyl-clad materials), square type, or to match existing posts of covers on the building.
- 2.2 All posts must be anchored to concrete slabs or inside patio walls. Posts may be attached to walls only if such walls have been constructed and inspected for such applications.
- 2.3 Color options for aluminum patio covers are white, almond or bronze. Color options for vinyl materials are white, taupe, and tan. The color of the first patio cover or enclosure on each side of the Building sets color precedence for all future patio cover and/or enclosure installations. Color may match stucco in some cases where no wood trim exists as defined by PCM Permits and Inspections office.
- 2.4 Balcony covers of aluminum must have aluminum fascias.
- 2.5 In the case that the alteration results in the compromise of an existing gutter's drainage system, the Member will be responsible for installing an appropriate downspout.
- 2.6 Downspouts must be painted to match the surface to which they may be attached. Downspouts shall not empty into other patio areas or hinder maintenance in any way.

- 2.7** Plastic skylight panels, as produced by the manufacturer, may be installed. Installations shall be per approved specifications as outlined by the manufacturer's recommendations.
- 2.8** Plexiglass, corrugated fiberglass and similar coverings will not be permitted.
- 2.9** Buildings with atriums may install a cover that conforms to the light and ventilation requirements of Section 12 of the California Building Code. The cover may not extend above the height of the existing walls. Skylight type panels are optional. A cover may not be installed over an atrium when the atrium serves as a means of exit for a sleeping room.
- 2.10** All patio covers must be built as per standard plan drawings in dimension and structure. Only those covers with state approved engineering specifications will be accepted.
- 2.11** Covers will span only the patio area as defined by the patio slab, wall, or as indicated on the standard drawing.
- 2.12** Overhang dimensions will be per standard plan drawings.

3.0 PATIOS OVER WHICH A BALCONY EXISTS

- 3.1** Patio covers may not extend beyond the original construction footprint of a manor that lies beneath a balcony, exclusive of the required 6" overhang for the incorporated gutter system.
- 3.2** Flat roofs may not replace existing eyebrow covers if the enclosure extends beyond the original construction footprint.
- 3.3** Existing flat roofs may be replaced with a flat roof of equal or lesser size.
- 3.4** The color of the patio cover roof surface must be factory-finished almond. Almond colored caulking shall be used and the width of the caulk lines shall be kept to a minimum.

United Laguna Hills Mutual, Laguna Woods
TRAFFIC RULES AND REGULATIONS
Adopted April 2010
Resolution 01-10-62

The following Traffic Rules and Regulations are strictly enforced and are applicable to all **PEDESTRIANS** and persons operating **MOTOR VEHICLES** or **BICYCLES** on any real property owned or governed by United Laguna Hills Mutual.

1.0 DEFINITIONS:

- 1.1 The term "MOTOR VEHICLE" as used herein is a vehicle that is self-propelled, other than a self-propelled wheelchair, invalid tricycle, or motorized quadricycle when operated by a person who, by reason of a physical disability, is otherwise unable to move about as a PEDESTRIAN.
- 1.2 The term "IN UNITED" as used herein means on any real property owned or managed by United Laguna Hills Mutual.
- 1.3 The term "IN LAGUNA WOODS VILLAGE" as used herein means on any real property owned or managed by the Golden Rain Foundation of Laguna Woods or the Mutual Corporations.
- 1.4 The term "RESIDENT" as used herein means any member or legal occupant living in the Laguna Woods Village Community.
- 1.5 The term "MANOR" as used herein means any dwelling unit IN UNITED as defined in the Bylaws.
- 1.6 The term "EMPLOYEE" means a person who is employed by the Managing Agent either on a full-time or part-time basis.
- 1.7 The term "GOLF CART" means a MOTOR VEHICLE having not less than three wheels in contact with the ground, having an unladed weight of less than 1300 pounds, which is designed to be and is operated at no more than 15 mph and designed to carry golf equipment and passengers.
- 1.8 The term "GOLF CAR" means a vehicle having not less than three wheels in contact with the ground, having an unladed weight of less than 3000 pounds, which is designed to be and is operated at no more than 25 mph and designed to carry golf equipment and passengers. GOLF CARS may be driven on public or private streets with a maximum speed limit of 35 mph per hour. GOLF CARS are not allowed on the 27-hole golf course, and will be considered MOTOR VEHICLES herein.

- 1.9 The term PEDESTRIAN means any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. PEDESTRIAN also includes any person operating a self-propelled wheelchair, invalid tricycle, electric personal assistive mobility device, or motorized quadricycle, and by reason of physical disability, is otherwise unable to move about as a PEDESTRIAN.
- 1.10 The term BICYCLE means a device, upon which any person can ride, propelled exclusively by human power through a belt, chain, or gears and having one or more wheels.
- 1.11 The term "ASSIGNED PARKING" means any parking area that is owned or managed by United Laguna Hills Mutual that is appurtenant to a particular MANOR and is used exclusively by a RESIDENT, such as a carport, parking garage space, or driveway.
- 1.12 The term "UNASSIGNED PARKING" means any parking area that is owned or managed by United Laguna Hills Mutual and is not appurtenant to a particular MANOR and is not used exclusively by any RESIDENT and is not designated as guest parking.
- 1.13 The term "GUEST PARKING" means any parking area that is clearly marked as such and which is reserved for visitors to the area.
- 1.14 The term "INOPERABLE VEHICLE" means any vehicle that lacks current/valid regular on-street/highway DMV license or registration; lacks an engine, transmission, wheels, tires, doors, windshield, or equipment necessary to operate safely on the streets; and any vehicle that creates a nuisance as determined by the United Laguna Hills Mutual Board of Directors.
- 1.15 The term "ABANDONED VEHICLE" means any vehicle that is deserted, neglected or inoperable, positioned in an unassigned or assigned parking space or curbside that has not been moved within a twenty-one day period, unless previously receiving authorization from the Security Division for extended parking exceeding the twenty-one day period.

2.0 APPLICABILITY OF REGULATIONS:

- 2.1 Except as otherwise stated herein, Division 11, Rules of the Road and Division 12, Equipment of Vehicles of the most current California Vehicle Code and all amendments or revisions thereto apply IN LAGUNA WOODS VILLAGE to all PEDESTRIANS and persons operating MOTOR VEHICLES or BICYCLES.

- 2.2 The exception to Section 2.1 is no driver's license or vehicle registration is required to operate a GOLF CART IN LAGUNA WOODS VILLAGE.

3.0 LICENSING / REGISTRATION REQUIREMENTS:

- 3.1 All resident-owned MOTOR VEHICLES must be registered with the Golden Rain Foundation.
- 3.2 Any applicant for a business pass, caregiver pass, temporary pass or publication (or other type of distribution) pass who intends to operate a MOTOR VEHICLE IN LAGUNA WOODS VILLAGE shall be required to present a valid Drivers License prior to issuance of the pass.
- 3.3 Any person operating a MOTOR VEHICLE IN LAGUNA WOODS VILLAGE shall be required to have a valid driver's license in their possession when operating said MOTOR VEHICLE and is further required to present such license to any member of the Security Division upon request.
- 3.4 Any MOTOR VEHICLE, with the exception of a golf cart, operated IN LAGUNA WOODS VILLAGE, shall be required to display current on-street/highway registration on the license plate.
- 3.5 Issuance by the Community Access Department personnel of a RESIDENT decal will be contingent upon presentation of the following:
 - 3.5.1 Current vehicle registration listing the Laguna Woods Village RESIDENT as the registered owner. If the Laguna Woods Village RESIDENT is not listed as the owner, a letter from the RESIDENT stating that the vehicle is for the exclusive use of the RESIDENT must accompany the registration.
 - 3.5.2 Current RESIDENT identification card.

4.0 AREAS OF AUTHORIZED USE FOR MOTOR VEHICLES:

- 4.1 Except as provided in Sections 8.2, 8.3, 8.4, 9.2 and 9.4, no MOTOR VEHICLE or BICYCLE shall be operated IN LAGUNA WOODS VILLAGE except on streets, cul-de-sacs, driveways, and designated parking areas designed for such use.

5.0 SPEED LIMITS:

- 5.1 The maximum speed limit on all Laguna Woods Village streets is 25 miles per hour (MPH), unless otherwise posted.

5.2 The speed limit in all Laguna Woods Village cul-de-sacs and parking areas is 15 MPH, unless otherwise posted.

6.0 USE OF HEADLIGHTS:

6.1 All MOTOR VEHICLES approaching and/or entering any Laguna Woods Village gate shall utilize low beam headlamps.

7.0 PARKING:

7.1 RESIDENT-OWNED MOTOR VEHICLES may only be parked, for a seven (7) day period without being moved, in clearly marked spaces designated for such purpose or against a curb or sidewalk designated as a limited parking area as outlined in Section 7.2; and must be registered with the Golden Rain Foundation. At no time may a MOTOR VEHICLE be parked with any portion of the MOTOR VEHICLE on a sidewalk.

7.2 For the purpose of identifying parking limitations, the following curb markings shall be applicable:

Red Curb:	No Parking
Green Curb:	Not to exceed 10 minutes or as posted (Unlimited parking in Green Zone with Handicapped Placard)
White Curb:	Loading and unloading only
Yellow:	Commercial loading and unloading only
Unpainted:	Parking permitted unless posted

7.3 The following MOTOR VEHICLES are permitted to be parked IN LAGUNA WOODS VILLAGE: Standard passenger vehicles including automobiles, vans designed to accommodate ten (10) or fewer people, golf carts, golf cars, motorcycles (street licensed), off-road vehicles (street licensed) and pick-up trucks having a manufacturer's rating or payload capacity of one ton or less. Vehicle dimensions cannot exceed the boundaries/footprint of the parking space in which the vehicle is parked. No vehicle overall length in excess of 22 feet is allowed.

7.4 The following motor/recreational vehicles or trailers are prohibited from parking IN LAGUNA WOOD VILLAGE: Vans designed to accommodate more than ten (10) people, boats, jet skis, off-road motorcycles (not street licensed), off-road vehicles (not street licensed), any vehicle that exceeds the boundaries/footprint of the parking space in which the vehicle is parked, vehicles in excess of 22 feet overall length, INOPERABLE VEHICLES or vehicle parts, MOTOR VEHICLES displaying advertising, MOTOR VEHICLES used primarily for the storage of personal property, and/or aircraft.

- 7.5 The following commercial-type motor vehicles are prohibited from parking IN UNITED: Vehicles designed to accommodate more than ten (10) people, vehicles displaying advertising of any kind, vehicles having more than two (2) axles, vehicles of a type used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, taxi cabs).
 - 7.6 No camper, motor home or trailer of any sort, as defined in the California Vehicle Code shall be parked IN LAGUNA WOODS VILLAGE except for the purpose of loading or unloading and not for a continuous period greater than six (6) hours. Parking for longer periods of time shall be confined to designated Recreational Vehicle Storage Areas.
 - 7.7 Exceptions to Section 7.6 may be granted by the Laguna Woods Village Security Division Watch Commander, Security Manager, or Security Director on a case-by-case basis. If either of these Security staff approves a vehicle for overnight parking, the vehicle must be removed by 12:00 noon the following day.
 - 7.8 INOPERABLE VEHICLES may not be parked or stored IN UNITED.
- 8.0 GOLF CARTS:
- 8.1 GOLF CARTS shall follow all the provisions of the California Vehicle Code and the regulations listed in the Golden Rain Foundation of Laguna Woods Traffic Rules and Regulations. A vehicle decal is required since this is the only method of identifying a GOLF CART.
 - 8.2 Driving a GOLF CART on a sidewalk shall be permissible only from the point of origin to the nearest driveway or place of exit to the street.
 - 8.3 While driving a GOLF CART on a walkway or sidewalk, the driver of the GOLF CART shall yield the right-of-way to all PEDESTRIANS and shall not, under any circumstances, travel at a speed greater than is reasonable and prudent, having due regard for the safety of all PEDESTRIANS on the sidewalk.
 - 8.4 MOTOR VEHICLES, when utilized by the managing agent for the purpose of providing maintenance services to Laguna Woods Village Corporations, shall be permitted to travel on sidewalks, lawns, and walkways as necessary to efficiently provide such maintenance services. MOTOR VEHICLES shall not be operated at such a speed as to pose a hazard to PEDESTRIANS and, unless unavoidable, due to emergency maintenance, said MOTOR VEHICLES shall not

be parked so as to block any normal PEDESTRIAN right-of-way, i.e., sidewalk, walkway, or carport.

- 8.5 Any non-resident driving a GOLF CART must be age 16 years or older and be accompanied by a RESIDENT.

9.0 BICYCLES (NON-MOTORIZED):

- 9.1 All provisions of the California Vehicle Code pertaining to operation of a BICYCLE shall apply within the confines of Laguna Woods Village, Laguna Woods.

- 9.2 Riding a BICYCLE on the sidewalk is permitted only from the point of origin to the nearest driveway or place of exit to the street. BICYCLES may be used on sidewalks to deliver newspapers. They are not permitted on lawns.

- 9.3 BICYCLES may not be ridden within the confines of Clubhouses or manors. BICYCLES must be walked in internal corridors, sidewalks, and breezeways.

- 9.4 While riding a BICYCLE on a sidewalk, the rider shall yield the right-of-way to all PEDESTRIANS and shall not, under any circumstances, travel at a speed greater than is reasonable and prudent, having due regard for the safety of all PEDESTRIANS on the sidewalk.

10.0 PEDESTRIANS IN ROADWAYS:

- 10.1 Every PEDESTRIAN upon a roadway shall yield the right-of-way to vehicles upon the roadway.

11.0 REPORTING OF ACCIDENTS:

- 11.1 The driver of any MOTOR VEHICLE or BICYCLE involved in any accident that causes death or injury to any person shall immediately stop and notify the Orange County Sheriff's Department and the Laguna Woods Village Security Division of their identity and the particulars of the accident.

- 11.2 The driver of any MOTOR VEHICLE or BICYCLE involved in any accident resulting in damage to property (including but not limited to, damage to another MOTOR VEHICLE), shall identify themselves to the owner or individual in control of said property, if present, and they shall notify the Laguna Woods Village Security Division of their identity and the particulars of the accident.

12.0 PARKING USE RULES AND RESTRICTIONS:

- 12.1 All MOTOR VEHICLES must be of dimensions that fit within a parking space, and shall not interfere with other vehicles.
 - 12.2 MOTOR VEHICLES may not be rebuilt, and major service may not be performed nor may fluids be changed IN UNITED.
 - 12.3 ASSIGNED PARKING spaces may not be rented to NON-RESIDENTS, or to RESIDENTS intending to park MOTOR VEHICLES that are not registered with the Golden Rain Foundation.
 - 12.4 RESIDENTS and/or their temporary guests must first utilize their ASSIGNED PARKING space before utilizing any UNASSIGNED PARKING space.
 - 12.5 All parking spaces which have been designated "guest parking" spaces may not be used by a RESIDENT without the prior written consent of the Board.
 - 12.6 MOTOR VEHICLES may not be stored or parked in an UNASSIGNED PARKING or GUEST PARKING area IN UNITED without having been moved within a seven (7) day period.
 - 12.6.1 Should a RESIDENT leave a MOTOR VEHICLE parked for a period longer than seven (7) days due to a planned extended leave, the RESIDENT should notify the Security Division accordingly, including the date of return and the date the vehicle will be moved, in order to prevent the potential towing of the vehicle.
 - 12.7 The storage of abandoned and inoperable MOTOR VEHICLES in ASSIGNED PARKING is prohibited. An abandoned and inoperable vehicle stored in ASSIGNED PARKING that has not been moved within a seven-day (7) period is subject to disciplinary action which may include towing of the vehicle.
 - 12.8 ASSIGNED PARKING IN UNITED shall not be used by any EMPLOYEE of the Managing Agent for any purpose other than cleaning and maintenance.
- 13.0 ENFORCEMENT:
- 13.1 Enforcement of these Traffic Rules and Regulations shall be the responsibility of the Laguna Woods Village Security Division unless otherwise designated by law. Security Officers shall issue Notices of Violation for non-compliance with these Traffic Rules and Regulations. The Board of Directors of the Corporation shall establish disciplinary penalties for violations of these regulations.

Disciplinary penalties may be greater for repeated violations within a three-year period.

13.2 RESIDENTS AND NON-RESIDENTS – MOVING AND PARKING VIOLATIONS

13.2.1 Following a Notice of Violation for a moving or parking violation, a RESIDENT or NON-RESIDENT shall be sent a letter notifying him/her of the hearing date. This letter shall be sent at least fifteen (15) days prior to the hearing date. If the RESIDENT or NON-RESIDENT chooses to attend the hearing, he/she shall notify the Security Division at least five (5) business days prior to the date of the hearing.

13.2.2 Handicapped parking violations shall be dismissed with presentation to the Security Division of a handicapped placard and handicapped placard registration paperwork that verifies the issuance of the handicapped placard to the resident or non-resident that was valid at the time of the violation.

13.2.3 TRAFFIC HEARINGS

13.2.3.1 Traffic hearings for residents and non-resident owners for any traffic violations will be held by the Traffic Hearing Committee of the Mutual in which the alleged violator resides or is a member.

13.2.3.2 Traffic hearings for non-residents for any traffic violations will be held by the Traffic Hearing Committee of the Mutual in which the alleged violation occurred.

13.2.3.3 At the hearing, the Traffic Hearing Committee shall hear testimony from those RESIDENTS and NON-RESIDENTS who choose to attend and from the Security Officers issuing the Notices of Violation. If the Security Officer cannot be present, the Traffic Hearing Committee may reschedule the hearing for that violation or dismiss the violation. After each hearing, the Traffic Hearing Committee shall render a decision. For those RESIDENTS and NON-RESIDENTS who choose not to attend

the hearing, the Traffic Hearing Committee shall make its decision based on the Notice of Violation.

13.2.3.4 Within ten (10) days following the hearing a letter shall be sent to all violators stating the decision of the Traffic Hearing Committee. If the Traffic Hearing Committee finds the RESIDENT or NON-RESIDENT is guilty of the violation, the letter shall inform him/her of the penalty and give him/her the choice of paying the fine or attending Traffic School. Traffic School is available once during any three-year period.

13.2.3.5 Reports of the proceedings shall be taken at all Traffic Hearing Committee hearings.

13.2.4 TRAFFIC SCHOOL

13.2.4.1 Laguna Woods Village Traffic School shall be a two-hour class covering traffic safety and designed for Laguna Woods Village drivers.

13.2.4.2 The Laguna Woods Village Security Division will provide instructors to teach the Laguna Woods Village Traffic School in Laguna Woods Village.

13.2.4.3 The class size shall be limited to a minimum of five (5) and a maximum of twenty-five (25) persons who shall each pay, prior to attending the class, an administration fee of \$20.00.

13.3 EMPLOYEES - ALL VIOLATIONS

13.3.1 A copy of any Notice of Violation issued to an EMPLOYEE of the managing agent shall be forwarded to his/her Division Director and Human Resources.

13.3.2 Penalties for traffic violations shall be determined by Human Resources Policies and Procedures, and by the Division Director.

13.4 OTHER NON-RESIDENTS - VIOLATIONS

13.4.1 Violations by newspaper carriers shall be dealt with at the discretion of the Security Director and the General Manager, and shall be subject to review by legal counsel.

13.5 MONETARY PENALTIES

- 13.5.1 All monetary penalties shall be in accordance with the latest monetary penalty schedule approved by the Board of Directors of the Corporation and distributed annually to all members in compliance with Davis-Stirling.
- 13.5.2 Payments of traffic penalties shall be mailed or presented to the Laguna Woods Village Security Division. Checks shall be made payable to the Golden Rain Foundation.

14.0 TOWING POLICY

- 14.1 The Security Division has been authorized by the United Laguna Hills Mutual Board of Directors to enforce these traffic rules, in compliance with the California Vehicle Code § 22658, which may result in the towing of a vehicle at the vehicle owner's expense.
 - 14.1.1 The Community has complied with the provisions of California Vehicle Code Section 22658 as to proper signage indicating that vehicles may be towed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a general towing authorization agreement with United as the owner of the property.
- 14.2 The Security Division is authorized to tow NON-RESIDENT abandoned, stored and/or inoperable MOTOR VEHICLES in UNASSIGNED PARKING after requesting compliance to remove the vehicle, and no compliance is made within 15 days of written notification.
 - 14.2.1 This 15 days of written notification is substantially more than the 96 hours that must, by statute, have elapsed since issuance of a notice of parking violation before towing may legally occur.
- 14.3 The Security Division may be authorized to tow RESIDENT abandoned and inoperable MOTOR VEHICLES on a case-by-case basis under the direction of the United Laguna Hills Mutual Board of Directors. If removal of the abandoned and inoperable vehicle has been requested and not been done within 15 days, the RESIDENT will be subject to disciplinary action by the United Laguna Hills Mutual Board of Directors. If the Board determines that the RESIDENT is guilty of a parking violation, it may authorize the Security Division to tow the vehicle.

- 14.3.1 MOTOR VEHICLES parked in a No Parking zone, vehicles parked in handicapped spaces without a proper placard, vehicles parked in front of fire hydrants, and vehicles blocking entrances and exits may be towed immediately at the registered owner's expense.