

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

May 12, 2015

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, May 12, 2015 at 9:00 A.M. at 24351 El Toro Road, Laguna Woods, California.

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

Directors Absent: None

Staff Present: Jerry Storage, Kim Taylor, Wendy Panizza
(Executive Session: Jerry Storage, Kim Taylor, Pamela Bashline, Francis Rangel)

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 Regular Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 9:00 AM.

PLEDGE OF ALLEGIANCE

Director Juanita Skillman led the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF MEDIA

A representative of the Laguna Woods Globe was present and the Channel 6 Camera Crew, by way of remote cameras, was acknowledged as present.

APPROVAL OF AGENDA

Director Lydick moved to approve the agenda as amended by removing 51-C 'Request of Ms. Josephine Delgado to extend the front patio at Manor 51-C Calle Aragon' from the Consent Calendar and moving it to under the Maintenance and Construction Committee Report for discussion and consideration. Director Bassler seconded the motion.

Director LaBarge moved to add to the agenda under New Business as Agenda Item 10c 'Discuss and Consider Board Minutes'. Director Lydick seconded the motion.

Director Chang initiated a discussion with the Board and Corporate Counsel on moving agenda items from open session to closed session.

By a vote of 8-2-0 (Directors Skillman and Chang opposed) the motion carried and the agenda was approved as amended.

CHAIR'S REMARKS

President English complimented the Board on the success of various projects within United Mutual such as toilets, walkway lighting, Finance and sewers.

UNITED MUTUAL MEMBER COMMENTS AND PUBLIC FORUM

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

- Roberta Berk (933-B) commented on rental restrictions in the Mutual.
- Carol Feldman (695-Q) commented on her desire to keep the current rental restrictions in the Mutual.
- Barbara Copley (410-D) expressed her dissatisfaction with the removal of two agenda items addressing rental restrictions in the Community from the Open Session agenda to the Closed Session agenda, and spoke to the issue of children buying for parents.
- Roberta Boyers (592-E) stated that she is having a problem with a variance request being completed.
- Maureen Mehler (415-B) expressed her opposition of changing the current rental restrictions in the Mutual.
- Marion Levine (438-D) commented on the Laguna Woods Foundation, asked for contributions and thanked the 18 Hole Golf Club for their contribution.
- Bill Lofholm (359-A) commented on his desire to keep the Mutual rental restrictions as they are currently and spoke to hoarding as a health and safety issue.
- Lois Portnoy (56-D) expressed her opposition of changing the current rental restrictions in the Mutual.
- Mary Stone (356-C) stated that in 2013 Members of United voted to remove the 6 month rental restrictions and recited the current qualifiers for Sub-leasing of Manors.
- Maxine McIntosh (68-C) complemented the painting crews currently working in the Community, and commented on the Board needing rules in the Community.
- Ned Buckman (348-C) announced that the Verne Hughes Memorial USTA National Tennis Tournament is being held in May.
- Randi Ellen Unger (696-C) commented on moving items to the closed agenda and lack of transparency when items are moved.
- Robert Trout (173-A) commented on his desire to keep the Mutual rental restrictions as they are currently.
- Steve Leonard (696-D) commented on his desire to keep the Mutual rental restrictions as they are currently and commented on electrical vehicle charging in the carports.
- Danielle Chung (76-P) commented on a satellite dish issue she is having at her manor.

RESPONSE TO MEMBER COMMENTS

The United Mutual Directors, Jerry Storage and Corporate Counsel Jeffrey Beaumont briefly responded to Member Comments.

APPROVAL OF MINUTES

Director Skillman moved to approve the Regular Open Meeting minutes of April 14, 2015 and the Special Open Meeting minutes of April 22, 2015, as written. Director Hammer seconded the motion. By a vote of 9-0-1 (Director LaBarge abstained) the motion carried.

UNFINISHED BUSINESS

Mr. Jeffrey Beaumont, Esq. provided an update on United's Petition to Amend the Trust Agreement in Probate Court.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to the deactivation of cable service at a delinquent Member's unit. Director Hammer moved to approve the resolution. Director Dauer seconded the motion, and discussion ensued.

By a vote 10-0-0 the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 01-15-61

Deactivation of Cable Service at a Delinquent Member's (Shareholder's) Unit, when the Board Approves an Assessment Lien

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

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

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

NOW THEREFORE BE IT RESOLVED, May 12, 2015, that the Board of Directors hereby approves deactivation of cable service at a delinquent Member's unit, when the Board approves an assessment lien, and after providing the Member ***with an opportunity to be heard*** ~~a duly noticed hearing~~, except when a Member's payment plan is approved by the Board and remains current; and

RESOLVED FURTHER, that Resolution 01-15-46, adopted April 14, 2015, is hereby superseded and canceled; and

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

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to the United Committee Appointments. Director Hammer moved to approve the resolution. Director Dauer seconded the motion, and discussion ensued.

By a vote of 10-0-0 the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 01-15-62

United Laguna Woods Mutual Committee Appointments

RESOLVED, May 12, 2015, that the following persons are hereby appointed to serve the Corporation in the following capacities:

Finance Committee

Lenny Ross, Chair
Juanita Skillman, Vice Chair
Pat English

Jack Bassler

Advisors: Florence Kleinfeld, Lou Skogen

Governing Documents Review Ad Hoc Committee

Juanita Skillman, Chair
Eva Lydick, Vice Chair
Lenny Ross
Advisor: Barbara Copley

Landscape Committee

Eva Lydick, Chair
Ken Hammer, Vice Chair
Ming Lee Chang
Advisors: Pamela Grundke, Barbara Copley

Maintenance and Construction Committee

Don Tibbetts, Chair
Ming Lee Chang, Vice Chair
Jack Bassler
Lenny Ross
Jan LaBarge
Anthony Liberatore
Advisor: Janey Dorrell

New Resident Orientation

Per Rotation List

Laguna Woods Village Traffic Hearings

Ken Hammer

Walkway Lighting Subcommittee

Anthony Liberatore, Chair
Jack Bassler, Vice Chair
Juanita Skillman
Ming Lee Chang
Ken Hammer
Advisors: Doug Rook, Collette Sigman

Water Conservation Ad Hoc Committee

Anthony Liberatore, Chair
Jack Bassler, Vice Chair
Pat English
Advisors: TBD

Parking Committee

Ken Hammer, Chair
Eva Lydick
Jack Bassler
Lenny Ross
~~Jan LaBarge~~
Tony Dauer

Laguna Canyon Foundation

TBD

RESOLVED FURTHER, that Resolution 01-15-19, adopted February 10, 2015, is hereby superseded and canceled.

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.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to the GRF Committee Appointments. Director Lydick moved to approve the resolution. Director Bassler seconded the motion, and discussion ensued.

By a vote of 9-1-0 (Director Dauer opposed) the motion carried and the Board of Directors adopted the following resolution:

RESOLUTION 01-15-63

Golden Rain Foundation Committee Appointments

RESOLVED, May 12, 2015, that, in compliance with Article 7, Section 7.3 of the Golden Rain Foundation Bylaws, adopted September 29, 2014, the

following persons are hereby appointed to serve on the committees of the Golden Rain Foundation:

Administrative Process and Procedures Ad-Hoc Committee

Pat English

Juanita Skillman

Jack Bassler

Business Planning

Pat English

Lenny Ross

Clubhouse 2 Renovation Ad Hoc Committee

Jack Bassler

Ken Hammer

Community Activities

Jan LaBarge

Ken Hammer

Energy Committee

Eva Lydick

Jack Bassler

Finance

Lenny Ross

Pat English

Financial Reporting Study Group

Pat English

Lenny Ross

Landscape Committee

Eva Lydick

Jan LaBarge

Maintenance & Construction

Jack Bassler

Don Tibbetts

Media and Communications Committee

Jan LaBarge

Juanita Skillman

Mobility and Vehicles Committee

Ming Lee Chang

Tony Dauer

Security and Community Access

Tony Dauer

Eva Lydick

Anthony Liberatore

RESOLVED FURTHER, that Resolution 01-15-35, adopted March 10, 2015, is hereby superseded and cancelled.

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.

The Board discussed merging all the Community's Landscape Committees: United Mutual, Third Mutual and the Golden Rain Foundation.

Members Maxine McIntosh (68-C), Roberta Berk (933-B), Steven Leonard (696-D), Barbara Copley (410-D) commented on the agenda item.

Director Lydick moved that United Board, in concept, approve the idea of having joint Landscape meetings with GRF, Third Mutual and United Mutual to work out the issues of a joint Committee and after the issues have been resolved a final resolution to be vetted by each Board. Director Bassler seconded the motion.

By a vote of 10-0-0 the motion carried.

NEW BUSINESS

The Board briefly discussed Members carrying interior insurance.

Director Hammer moved to appoint United Directors Jack Bassler and Lenny Ross to the City of Laguna Woods General Plan Amendment Task Force. Director Skillman seconded the motion. By a vote of 9-0-1 (Director Dauer abstained) the motion carried.

Director LaBarge questioned as to what should be in the minutes and who has the final say as to what goes in the minutes. The Board discussed the minutes of the Board meeting.

Discussion ensued regarding what should be written in the minutes, what should be attached to the minutes, what should be omitted from the minutes, and who has the final say regarding written minutes. Mr. Jeff Beaumont stated that typically the minutes should only reflect the decision made by the Board on a given topic. However, for divisive issues that are of a legal nature, the topic may be expanded on in the minutes.

Director LaBarge moved to have the United Board Secretary make the final decision on what is written in the minutes. Director Dauer seconded the motion.

Member Maxine McIntosh (68-C) commented on the motion.

Director Lydick moved to amend the motion to say that the Board has the final say regarding the final decision as to what goes into the minutes. Director Chang seconded the motion.

By a vote of 7-1-2 (Director Tibbetts opposed; Directors Liberatore and Bassler abstained) the amendment carried.

By a vote of 10-0-0 the amended motion carried.

CONSENT CALENDAR

Without objection, the Board approved the Consent Calendar as amended by removing 51-C (second item) and 76-P and placing it under the Maintenance and Construction Committee. The Board took the following actions:

Maintenance and Construction Committee Recommendations:

RESOLUTION 01-15-64

Variance Request

RESOLVED, May 12, 2015, that the request of Ms. Josephine Delgado to modify the bedroom windows at Manor 51-C Calle Aragon, 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 51-C; 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 01-15-65

Request for Front Porch Extension with White Vinyl Fence

RESOLVED, May 12, 2015, that the request of Mr. Donald Brookes of 202-H Avenida Majorca for the Mutual to allow him to extend the front porch slab and

install a white vinyl fence at Manor 202-H, at Member expense, is hereby denied; and

RESOLVED FURTHER, that the denial is based on the Land Use Policy currently in place; 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 01-15-66

Variance Request

RESOLVED, May 12, 2015, that the request of Ms. Patricia Myers to eliminate the living room window and resize the sliding glass door in the living room at Manor 290-C Avenida Sevilla, is hereby approved; and

RESOLVED FURTHER, all costs and maintenance of the alterations, present and future, are the responsibility of the Mutual member(s) at 290-C; 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, 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 01-15-67

Request to Retain Patio Extension with White Vinyl Fence

RESOLVED, May 12, 2015, that the request of Ms. Debra Fox of 443-E Avenida Sevilla for the Mutual to allow her to retain a patio extension with white vinyl fence at Manor 443-E, at Member expense, is hereby denied; and

RESOLVED FURTHER, that the denial is based on the Land Use Policy currently in place and because this request is to use a portion of the Common Area; and

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

RESOLUTION 01-15-68

Variance Request

RESOLVED, May 12, 2015, that the request of Ms. Evelyn Brown to install a concrete walkway with a handrail at Manor 497-A Avenida Sevilla, is hereby approved; and

RESOLVED FURTHER, all costs for installation, repair, and maintenance associated with the proposed alterations are the responsibility of the Mutual Member(s) at 497-A; and

RESOLVED FURTHER, a required Mutual permit must be obtained through the Permits and Inspections Office located in the Laguna Woods Village Community Center; and

RESOLVED FURTHER, all landscape, irrigation, and drainage modifications associated with the alteration are to be completed by the Landscape Division at the expense of the Mutual Members(s) at 497-A; and

RESOLVED FURTHER, the concrete walkway must be installed as per standard construction practices; and

RESOLVED FURTHER, the handrail must be installed using square and rectangular stock and must be painted to match the finish and color of other handrails in the surrounding area; 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 01-15-69

Variance Request

RESOLVED, May 12, 2015, that the request of Ms. Terri Olsen to add attic vents at Building 753, is hereby approved; and

RESOLVED FURTHER, all costs for installation, repair, and maintenance associated with the proposed alterations are the responsibility of the Mutual Member(s) at 753-Q; 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 01-15-70

Request to Install Concrete Walkway

RESOLVED, May 12, 2015, that the request of Ms. Amy Babcock of 765-B Calle Aragon for the Mutual to allow her to install a concrete walkway at Manor 765-B, at Member expense, is hereby denied; and

RESOLVED FURTHER, that the denial is based on the Land Use Policy currently in place and because this request is to use a portion of the Common Area; and

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

RESOLUTION 01-15-71

Request to Retain Patio Extension

RESOLVED, May 12, 2015, that the request of Ms. Helen Smith of 766-H Calle Aragon for the Mutual to allow her to retain a patio extension at Manor 766-H, at Member expense, is hereby denied; and

RESOLVED FURTHER, that the denial is based on the Land Use Policy currently in place and because this request is to use a portion of the Common Area; and

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

Landscape Committee Recommendations:

36-B	Deny request for tree trimming
851-N	Deny request for off-schedule tree trimming

Finance Committee Recommendations:

RESOLUTION 01-15-72

Recording of a Lien

WHEREAS, Member ID 947-402-21 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, May 12, 2015, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-402-21; 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 01-15-73

Recording of a Lien

WHEREAS, Member ID 947-423-47 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, May 12, 2015, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-423-47; 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

Mr. Jerry Storage updated the membership on the ongoing projects in United Mutual.

COMMITTEE REPORTS

FINANCE REPORT

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

Director Tibbetts reported from the Maintenance and Construction Committee and the special budgeting meeting.

Director Tibbetts moved to establish an Exterior Paint Color Sub-committee and moved to appoint Directors Ross-Chair, and Director Dauer. Director Hammer seconded the motions.

Member Roberta Berk (933-B) stated that Member Suzie Swayne (117-B) would like to be on the Committee. Member Steven Leonard (696-D) spoke on the possibility of outsourcing the laundry rooms.

By a vote of 10-0-0 the motion carried.

Director Dauer moved to send the request of Ms. Josephine Delgado to extend the front patio at Manor 51-C Calle Aragon back to the Maintenance and Construction Committee for further review. Director Chang seconded the motion.

By a vote of 6-4-0 (Directors Skillman, Ross, Bassler, and Tibbetts opposed) the motion carried.

Ms. Wendy Panizza entered the meeting at 11:55 AM and answered questions from the Board regarding the variance request for manor 76-P.

Director Lydick moved to uphold the denial from the Maintenance and Construction Committee of the request of Ms. Danielle Chung of 76-P Calle Aragon for the Mutual to allow her to retain a satellite dish at Manor 76-P. Director Dauer seconded the motion.

By a vote of 10-0-0 the motion carried.

RESOLUTION 01-15-74

Request to Retain Satellite Dish

RESOLVED, May 12, 2015, that the request of Ms. Danielle Chung of 76-P Calle Aragon for the Mutual to allow her to retain a satellite dish at Manor 76-P, is hereby denied; and

RESOLVED FURTHER, that the denial is due to the subject satellite dish causing a negative visual aesthetic to the manor and surrounding area as well as setting a negative precedent for similar future installations; and

RESOLVED FURTHER, removal of the subject satellite dish must be done within 30 days of the Board's ruling on the matter; 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.

Ms. Wendy Panizza left the meeting at 12:05 PM.

Director Liberatore reported from the Walkway Lighting Sub-Committee.

Director Liberatore reported from the Water Conservation Ad Hoc Committee.

Director Lydick reported from the Landscape Committee.

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

Without objection, the Board changed the name of the United Laguna Woods Mutual Resident Problem Resolution Services Committee to the United Mutual Resident Advisory Committee.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving the United Mutual Resident Advisory Committee Charter. Director Skillman moved to approve the resolution, as amended and Scribner error noted. Director Tibbetts seconded the motion and discussion ensued.

Members Roberta Berk (933-B) and Steven Leonard (696-D) commented on the resolution.

By a vote of 9-1-0 (Director LaBarge opposed) the motion carried and the Board approved the following resolution:

RESOLUTION 01-15-75

United Mutual Resident Advisory Committee Charter

RESOLVED, May 12, 2015, that the Board of Directors of this Corporation establishes the United Mutual Resident Advisory Committee for the purposes of answering questions and promoting communication with United Members through regularly announced open meetings; and

RESOLVED FURTHER that the Board of Directors of this Corporation hereby assigns the duties and responsibilities of this **United Mutual Resident Advisory** ~~Question and Answer Services~~ Committee as follows:

1. Serve as liaison between the United Laguna Woods Mutual ("United") Board and the Members of United.
2. Answer questions and promote communication of Board approved policies and information to United Members.
3. Meet monthly, in the Community Center, with ~~one~~ **two** Directors in attendance on a rotating basis, along with two informed United Members.
4. Promote a positive image of United Mutual and good relations among Laguna Woods Village residents.
5. Perform such other duties related to areas of responsibility in this Charter as may be assigned by the United President or 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, and upon conclusion of the Committee's work, the Committee will be disbanded by the Board.

Director Skillman moved to approve revisions to the Unconditional Non-revocable Continuing Guaranty application as attached to the agenda and as amended by removing Mutual 50 and Third Mutual from the document. Director Ross seconded the motion.

By a vote of 7-1-0 (Director LaBarge opposed; Directors Tibbetts and Hammer were absent for the vote) the motion carried.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to the United Laguna Woods Mutual Financial Requirements:

RESOLUTION 01-15-

UNITED LAGUNA WOODS MUTUAL FINANCIAL REQUIREMENTS

WHEREAS, it is in the best interest of the Corporation to protect and preserve the financial integrity of this Corporation:

NOW THEREFORE BE IT RESOLVED, July 14, 2015, that the minimum financial requirements are revised as follows, effective for any escrow opened on or after August 1, 2015:

PROSPECTIVE SHAREHOLDER (manor)

- Minimum Annual Income - \$36,000 per year, for the Shareholder occupant(s) as documented by prospective shareholder occupant(s) on the Membership Certificate; and
- Minimum Liquid, Marketable, and/or Income Producing Assets - \$125,000 plus the total purchase price of the membership

GUARANTORS OF PROSPECTIVE SHAREHOLDER

Guarantor Financial Requirements

- Minimum Annual Income - \$90,000
- Minimum Verifiable Liquid, Marketable and/or Income Producing Assets - \$250,000, plus the total purchase price of the membership

Shareholder Financial Requirements for the occupying shareholder(s) when they have a Guarantor

- Minimum Annual Income - \$24,000

- Minimum Verifiable Liquid, Marketable and/or Income Producing Assets
- \$75,000

The income and assets of the Guarantor are not a substitute for the minimum income and assets needed by the prospective Shareholder(s) occupant(s).

RESOLVED FURTHER, that all Shareholder applicants are required to submit a completed Financial Statement / Credit Information form; with satisfactory verification of identity, income, and assets, except under the following condition:

Once a member has qualified within this Corporation, said Shareholder(s) need not requalify for purchase of a replacement manor as long as the person or persons in whose name the Shareholder Certificate is held remain the same; and

RESOLVED FURTHER, that the Board review and approve any financial institution requesting the ability to fund a loan for prospective member by executing a Recognition Agreement; and

RESOLVED FURTHER, that the Managing Agent is hereby directed to disseminate this information to the realty community serving Laguna Woods Village, Laguna Woods; and

RESOLVED FURTHER, that the Managing Agent is hereby directed to provide the Board with a report documenting two years of history with recommendations for retaining or changing the requirements; and

RESOLVED FURTHER, that Resolution 01-12-204, adopted November 13, 2012 is hereby superseded and canceled.

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 Skillman moved to approve the resolution. Director Lydick seconded the motion and discussion ensued.

Members Mary Stone (365-C) and Steven Leonard (696-D) commented on the resolution.

By a vote of 9-2-0 (Director Liberatore and President English opposed) the resolution was approve and postponed to the July meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

The Secretary of the Corporation, Director LaBarge, read a proposed resolution approving revisions to the Administrative Guidelines for Financial Qualifications:

RESOLUTION 01-15-XX

Administrative Guidelines for Financial Qualifications

WHEREAS, prospective buyers of manors in United Laguna Woods Mutual are required to meet minimum financial requirements for membership;

NOW THEREFORE BE IT RESOLVED, July 14, 2015, that the Board of Directors of this Corporation approves the Administrative Guidelines for Financial Qualifications as attached to the minutes of this meeting; and

RESOLVED FURTHER, that Resolution 01-12-95, adopted June 12, 2012 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 Skillman moved to approve the resolution. Director Ross seconded the motion and discussion ensued.

By a vote of 9-2-0 (Director Liberatore and President English opposed) the resolution was approved and postponed to the July meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

Director Hammer reported from the Parking Committee.

The Secretary of the Corporation, Director LaBarge, read the following proposed resolution approving more revisions to the United Laguna Woods Mutual Traffic Rules and Regulations, which was initially postponed in the April Board meeting:

RESOLUTION 01-15-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; and

WHEREAS, the Parking Committee of this Corporation recognizes the need to amend a portion of the Mutual Traffic Rules and Regulations;

NOW THEREFORE BE IT RESOLVED, July 14, 2015, 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 01-14-154 adopted December 9, 2014 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 Hammer moved to approve the resolution. Director Lydick seconded the motion and discussion ensued.

By a vote of 10-0-0 the resolution was approved and postponed to the July meeting to comply with Civil Code §4360, to satisfy the 30-day notification requirement.

Director Ross read a report on disciplinary cases.

Director Hammer reported from the Laguna Woods Village Traffic Hearings.

GRF COMMITTEE HIGHLIGHTS

Director LaBarge reported from the GRF Community Activities Committee.

Director Lydick reported from the GRF Security and Community Access Committee.

Director Skillman reported from the Media and Communications Committee.

Director Bassler reported from the GRF Clubhouse 2 Ad Hoc Committee.

DIRECTORS' FORUM

Director LaBarge announced her resignation as Secretary of the Board, as of May 12, 2015.

Director Dauer commented on recycling and Memorial Day.

President English thanked everyone for coming to the meeting.

MEETING RECESS

The Regular Open Session Meeting recessed at 1:00 PM. and reconvened into the Regular Executive Session at 1:45 PM.

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

During the April 14, 2015 Regular Executive Session meeting the Board reviewed and approved the minutes of the Regular Executive Session of March 10, 2015, the Special Executive Sessions of March 5, March 23, and March 26, 2015. The Board approved one hearing request; heard three disciplinary hearings and imposed \$200 in fines for violations of the Mutual's rules and regulations; held one Meet and Confer; approved one Notice of Sale; approved one Delinquent Assessment Write-off; discussed and considered numerous Member disciplinary matters; discussed and considered Membership and Occupancy matters; discussed Director conduct; discussed Member interior insurance; discussed

litigation matters; discussed entering of units to upgrade the electric panels for water heaters; and discussed the Third Mutual Flood Mitigation project.

ADJOURNMENT

With no further business before the Board of Directors, the meeting was adjourned at 5:40 P.M.

Juanita Skillman, Secretary

ADMINISTRATIVE GUIDELINES FOR FINANCIAL QUALIFICATIONS
UNITED LAGUNA WOODS MUTUAL
Revised July 2015 Resolution 01-15-XX

Prospective buyers of manors in United Laguna Hills Mutual ("United") are required to meet minimum financial requirements for membership as set forth below. All income and assets claimed must be verified by presenting documentation acceptable to the United Board of Directors ("Board").

All applicants shall submit the most recent year's Federal income tax return, signed and dated, including Schedules A and B, in addition to other verification documents. If income is derived from an owned business, the appropriate business tax schedules and a profit and loss statement are also required.

Where there is more than one buyer, income and assets can be calculated collectively, so long as the supporting documentation is provided as described above.

If a buyer is presently a member in United Laguna Hills Mutual, he/she will not be required to provide verification of financial qualifications for a new purchase in United provided:

- a. The buyer/member is selling the buyer's/member's present manor and is in escrow; and
- b. The person(s) in whose name(s) title will be held for the manor being purchased is (are) identical to the person(s) in whose name(s) title is held for the present manor.

Guarantor's assurances cannot be transferred. A buyer will be required to obtain a new guarantor's qualification, if needed.

Membership applicants to United are required to submit a completed Financial Statement / Credit Information form, together with satisfactory verification of identity, income and assets, except under the following condition:

Once a member has qualified within United, said member need not re-qualify for purchase of a replacement manor as long as the person or persons in whose name the Membership Certificate is held remain the same.

ASSET REQUIREMENT

The prospective buyer of a manor shall submit satisfactory verification of assets equal to the purchase price of the manor plus \$125,000.

Acceptable assets will be those that are considered to be liquid, marketable or income producing. Examples of acceptable assets include:

- Equity in residential property
- Funds in U.S. financial institutions only
- Cash value life insurance

- Certificates of deposit, money market accounts
- IRA, SEP, 401(k) and Keogh accounts
- U.S., state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the buyer's tax return
- Equity in income producing real estate

Excluded from consideration are the following:

- Assets held outside the U.S.
- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the buyer's tax return

INCOME REQUIREMENTS

Prospective members must provide satisfactory verification of income of at least \$36,000 per year at the time of purchase.

1. Acceptable verifications include:

- The most recent Federal Tax returns
- W - 2 Forms or paycheck stubs
- Bank, credit union or investment account statements
- Letters from bankers
- Notices of annuities and Social Security payments
- Pensions
 - Trust income
 - Disability income
 - Residential / commercial property rental income

2. Unacceptable income verifications include:

- Letters from employers, accountants, bookkeepers and attorneys
- Income not reported on Federal income tax returns
- Funds held outside U.S. borders

GUARANTORS

United will permit the shareholder who does not meet the financial requirements as stated above (assets of \$125K and income of \$36K) to have a Guarantor. The Guarantor in United shall provide satisfactory verification of annual income of at least \$90,000 and marketable or income producing assets of at least \$250,000 plus the manor purchase price.

Prospective shareholder, with a Guarantor, must provide satisfactory verification of income of at least \$24,000 per year at the time of purchase.

1. Acceptable verifications include:

- The most recent Federal Tax returns
- W - 2 Forms or paycheck stubs
- Bank, credit union or investment account statements
- Letters from bankers
- Notices of annuities and Social Security payments
- Pensions
 - Trust income
 - Disability income
 - Residential / commercial property rental income

2. Unacceptable income verifications include:

- Letters from employers, accountants, bookkeepers and attorneys
- Income not reported on Federal income tax returns

Funds held outside U.S. borders

The prospective shareholder of a manor, with a Guarantor, shall submit satisfactory verification of assets equal to \$75,000.

Acceptable assets will be those that are considered to be liquid, marketable or income producing. Examples of acceptable assets include:

- Equity in residential property
- Funds in U.S. financial institutions only
- Cash value life insurance
- Certificates of deposit, money market accounts
- IRA, SEP, 401(k) and Keogh accounts
- U.S., state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the buyer's tax return
- Equity in income producing real estate

Excluded from consideration are the following:

- Assets held outside the U.S.
- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the buyer's tax return

FINANCIAL QUALIFICATION WAIVERS AND RECIPROCITY

Members who purchase a **replacement** manor do not have to re-qualify financially for membership, if there is no change to the membership vesting and the previous manor is already in escrow.

Current members with a manor in United who wish to purchase in another Laguna Woods Mutual are required to meet the financial requirements of the Laguna Woods Mutual in which they are purchasing.

A former member may obtain a waiver of financial qualifications if the replacement manor is purchased within 90 days of the closing of the sale of the previously owned manor, and vesting in the new manor is exactly the same as the vesting in the manor previously owned.

SPECIAL CIRCUMSTANCES

The United Board may give appropriate, special consideration to prospective members whose financial qualifications have special merit, e.g., minimal assets but large income, or vice versa.

OWNERSHIP OF MULTIPLE MEMBERSHIPS

United does not permit ownership of more than one (1) cooperative membership at any one time, except under very limited and specific circumstances.

UNCONDITIONAL NON-REVOCABLE CONTINUING GUARANTY	MANOR NO.
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This Personal Unconditional Non-Revocable Continuing Guaranty (hereinafter "Guaranty") is made this _____ day of _____, 20____, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of:

_____ ~~Laguna Hills Mutual Fifty, a California nonprofit mutual benefit corporation (hereinafter the "Corporation")~~

_____ ~~Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation")~~

United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation").

(1) **Indebtedness Guaranteed.** In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the adequacy and sufficiency of which is acknowledged, the undersigned Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of

_____ (hereinafter called "Members") to the Corporation, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Members to the Corporation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Members or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, legal or equitable, determined or undetermined, and whether Members may be liable individually or jointly with others, whether incurred before, during or after any bankruptcy, reorganization, insolvency or similar proceedings, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable, together with all expenses of, for and incidental to collection, including reasonable attorneys' fees. **The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance.** The Guarantee shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

(2) **Continuing Nature.** This Guaranty is continuing and covers all Indebtedness, including those arising under successive transactions which continue or increase the Indebtedness from time to time, renew all or part of the Indebtedness after they have been satisfied, or create new Indebtedness. Guarantor agrees to indemnify and hold Corporation harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Corporation in connection with this Guaranty. If any bankruptcy, reorganization, insolvency, receivership or similar proceeding is commenced by or against Members or Guarantor, at Corporation's election, Guarantor's obligations under this Guaranty shall immediately and without notice or demand become due and payable, whether or not then otherwise due and payable.

(3) **Assignments.** The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, without notice to Guarantor, Corporation may assign the Indebtedness and this Guaranty in whole or in part. Guarantor agrees that this

Guarantee shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

(4) **Joint and Several Obligations.** The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against Guarantors whether action is brought against Members or whether Members be joined in any such action or actions; and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

(5) **Authorization.** Guarantors authorize Corporation, without notice or demand and without affecting Guarantors' liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this Guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors. Corporation may, without notice, assign this Guaranty in whole or part.

(6) **Waivers.** The parties to this Guaranty acknowledge that they are familiar with the provisions of California Civil Code Section 2819, which provides as follows:

"A surety is exonerated, except so far as he or she may be indemnified by the principal, if by any act of the creditor, without the consent of the surety the original obligation of the principal is altered in any respect, or the remedies or rights of the creditor against the principal, in respect thereto, in any way impaired or suspended. However, nothing in this section shall be construed to supersede subdivision (b) of Section 2822."

Guarantors hereby waive the rights and benefits under California Civil Code Section 2819, and agree that Guarantors' liability shall continue even if Indebtedness of Members is altered in any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Guarantor's consent. The parties to this Guaranty further acknowledge that they are familiar with the provisions of California Civil Code Section 2815, which provides as follows:

"A continuing guaranty may be revoked at any time by the guarantor, in respect to future transactions, unless there is a continuing consideration as to such transactions which he does not renounce."

Being aware of this provision of law, Guarantors expressly waive and relinquish all rights and benefits under California Civil Code Section 2815. To the maximum extent permitted by law, Guarantors waive any and all rights to require Corporation to (a) proceed against Members; (b) proceed against or exhaust any security held from Members; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Members or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such Indebtedness is in excess of Guarantor's liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Corporation now has or may hereafter have against Members, and waive any benefit of, and any right to participate in any security now or hereafter held by the Corporation. Guarantors waive diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness.

(7) **Attorneys' Fees and Costs.** Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor. If any party hereto brings an action against the other by reason of any breach or default of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all costs and expenses of litigation, including reasonable attorneys' fees and costs.

(8) **Multiple Guarantors.** Only one (1) person or entity shall serve as Guarantor for Members for the above captioned Manor No. _____. By executing this Guaranty, any Guarantor who is married agrees that recourse may be had against his or her separate and community property for all his or her obligations under this Guaranty. In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by married Guarantors, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them and their respective agents, successors, heirs, executors, administrators and assigns, including without limitation debtors-in-possession and bankruptcy trustees; words used herein in the singular shall be considered to have been used in the plural where the context and construction so requires in order to refer to more than one Member or Guarantor, as the case may be.

Guarantor further acknowledges, warrants and agrees that he or she does not serve as a guarantor of any other member of Corporation and Guarantor acknowledges, warrants and agrees that he or she shall forever refrain from entering into any other agreement with Corporation wherein he or she agrees to guarantee the Monthly Carrying Charge payable by any other member of the Corporation, including, without limitation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law. Notwithstanding the foregoing, should Guarantor desire to serve as guarantor for one (1) other member of Corporation, he or she must first demonstrate he or she satisfies the financial requirements sufficient to guaranty two (2) manors.

(9) **Termination.** This Guaranty may only be terminated by written agreement signed by Corporation and Member that expressly terminates Guarantor's obligations under this Guaranty.

(10) **Dispute Resolution.** The parties agree that any claim or controversy between or among the parties, including but not limited to those arising out of or relating to this Guaranty, the Indebtedness, or any related agreements or instruments ("Subject Documents"), and also including any claim based on or arising from an alleged tort, shall be first submitted to **arbitration** administered by the American Arbitration Association in accordance with its commercial arbitration rules. The parties shall appoint the American Arbitration Association (or JAMS OR ADR) and provide that the arbitration shall be conducted pursuant to the rules of the American Arbitration Association. If the parties cannot agree, then the Superior Court of Orange County shall choose an impartial arbitrator. Guarantor and Corporation shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. All statutes of limitation that would otherwise be applicable shall apply to any such arbitration proceeding. The prevailing party shall be awarded all of the filing fees and related administrative costs, including the cost of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to the collecting of an Arbitrator's award. This will be added to, and become part of the amount due pursuant to this contract. Any award of an Arbitrator may be entered as a judgment in any court of competent jurisdiction.

(11) **Integration/Severability/Amendments.** This Guaranty is intended by Guarantor and Corporation as the complete, final expression of their agreement concerning its subject matter. It supersedes all prior understandings or agreements with respect thereto and may be changed only by a writing signed by Guarantor and Corporation. No course of dealing, or parole or extrinsic evidence shall be used to modify or supplement the

express terms of this Guaranty. If any provision of this Guaranty is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permitted, but if fully unenforceable, that provision shall be severable, and this Guaranty shall be construed as if that provision had never been a part of this Guaranty, and the remaining provisions shall continue in full force and effect.

(12) **Notice.** Any notice, including notice of revocation, given by any party under this Guaranty shall be effective only upon its receipt by the other party and only if (a) given in writing and (b) personally delivered or sent by United States mail, postage prepaid, and addressed to Corporation or Guarantor at their respective addresses for notices indicated below. Guarantor and Corporation may change the place to which notices, requests, and other communications are to be sent to them by giving written notice of that change to the other. Guarantor shall provide his/her current contact information and the valid, current contact information for at least two (2) of his/her closest relatives (or friends). Guarantor shall notify Corporation of any change in the contact information provided herein below and any material changes in Guarantor's financial status, including without limitation filing bankruptcy or any other insolvency action.

(13) **Guarantor to Keep Informed.** Guarantor warrants having established with Members adequate means of obtaining, on an ongoing basis, such information as Guarantor may require concerning all matters bearing on the risk of nonpayment or nonperformance of the Indebtedness. Guarantor assumes sole, continuing responsibility for obtaining such information from sources other than from Corporation. Corporation has no duty to provide any information to Guarantor until Corporation receives Guarantor's written request or specific information in Corporation's possession and Members have authorized Corporation to disclose such information to Guarantor.

(14) **Miscellaneous.** All obligations of Guarantors shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of Guarantors in any manner. Guarantors further waive any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantors further waive all right to require the Corporation to proceed against the Member, his/her/its principals, agents, representatives, employees, officers, directors, shareholders, partners, and affiliated and subsidiary companies; all persons acting through, under the authority of, or in concert with any of them; and their successors, assigns, heirs, executors, and administrators; or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation hereunder or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly.

Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

Guarantor acknowledges having received a copy of this Guaranty and having made each waiver contained in this Guaranty with full knowledge of its consequences.

Guarantor Signature Date

DATED: _____ MEMBER(S) NAME(S)

MANOR ADDRESS -

GUARANTOR	ID# _____	GUARANTOR SPOUSE	ID# _____
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<p>Name (print) _____</p> <p>Signature _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Telephone No. _____</p> <p>Drivers Lic. # _____ State _____</p> <p>Social Security # _____</p>	<p>_____</p> <p>Name (print) _____</p> <p>Signature _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Telephone No. _____</p> <p>Drivers Lic. # _____ State _____</p> <p>Social Security # _____</p>
<p>CLOSEST RELATIVE #1 ID#</p> <p>_____</p> <p>Name (print) _____</p> <p>Signature _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Telephone No. _____</p> <p>Drivers Lic. # _____ State _____</p> <p>Social Security # _____</p>	<p>CLOSEST RELATIVE #2 ID#</p> <p>_____</p> <p>Name (print) _____</p> <p>Signature _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Telephone No. _____</p> <p>Drivers Lic. # _____ State _____</p> <p>Social Security # _____</p>

**United Laguna Woods Mutual, Laguna Woods, California
VEHICLE, TRAFFIC, AND PARKING RULES
December 2, 2014, Resolution 01-14-154
Revised July 14, 2015, Resolution 01-15-XX**

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

1 PREFACE

(See Section 2 – Definitions, for words appearing in ALL CAPITAL LETTERS.)

The roadways IN LAGUNA WOODS VILLAGE are designed for slow speed travel. Vehicles must operate in harmony with people and pets that are out walking and riding. The BOARD kindly asks everyone to be cautious and courteous toward others. In order to promote safety, the BOARD requires that all drivers, pedestrians, and vehicles IN UNITED must follow the same rules of the road as are expected on public streets, unless otherwise specified in herein.

Enforcement is the responsibility of the Laguna Woods Village Security Division, unless otherwise designated by law. All persons must stop when directed or signaled by a uniformed member of Security and provide all items of identification as requested, such as GRF identification card, driver's license, vehicle registration, gate pass, etc.

Security Officers will issue Notices of Violation for violation of these rules. Persons in violation may be subject to a fine and other disciplinary action. Vehicles parked in violation may be subject to a fine, and towed-away at the vehicle owner's expense.

The BOARD kindly reminds everyone that parking space is a valuable and limited resource.

- RESIDENTS are encouraged to limit their number of vehicles kept IN UNITED.
- Please remind your GUESTS to use UNASSIGNED PARKING or your own ASSIGNED PARKING space. Use of another RESIDENT'S ASSIGNED PARKING space without their written permission can result in a Notice of Violation, fine, and tow-away at the vehicle owner's expense.
- The use and control of an ASSIGNED PARKING space rests exclusively with the RESIDENTS of the associated MANOR. No affiliated party such as a NON-RESIDENT MEMBER, power of attorney, conservator, successor trustee, leasing agent, etc. may keep a vehicle in the Village when the subject MANOR is occupied by a RESIDENT.

The MEMBER is responsible for any violation occurring in their ASSIGNED PARKING.

The MEMBER is responsible for any violation committed by their delegate, invitee, renter or lessee, and any invitee of a delegate, renter or lessee.

2 DEFINITIONS

Words appearing in ALL CAPITAL LETTERS are defined in this section.

2.1 ABANDONED VEHICLE

A MOTOR VEHICLE having ***either*** of the following attributes:

- Appears deserted, neglected, unsightly, or INOPERABLE. Objective indicators include heavy dust accumulation on windshield, presence of extensive spider webs, accumulation of debris, underinflated tires, missing parts, significant collision damage, expired GRF decal, expired DMV registration.
- If in UNASSIGNED PARKING, has not been moved within a 21 day period unless previously receiving written authorization from the Security Division. (See Section 7.5 - Resident's Extended Parking.)

2.2 ASSIGNED PARKING

A defined parking location such as a carport that has ***both*** of the following attributes:

- Is regulated by the Mutual.
- Is allotted as an exclusive use area of a particular MANOR.

2.3 BOARD

The United Laguna Woods Mutual Board of Directors or its delegated Committee.

2.4 BICYCLE

A device, upon which a person can ride, propelled by human power through pedals, a belt, chain, or gears and having one or more wheels.

- A motorized bicycle is classified as a MOTOR VEHICLE, not a BICYCLE.

2.5 COMMERCIAL VEHICLE

A vehicle displaying ***any*** of the following attributes:

- Of a type used or maintained for the transportation of persons for hire, compensation, or profit.
Examples: taxi cab, limousine, any vehicle originally designed to carry 12 or more passengers.
- Designed, used, or maintained primarily for the transportation of property.
 - Includes any vehicle mounted with a utility body/bed, or aftermarket storage chest, equipment carrier or other structure designed to secure goods. Pickup truck bed covers, and carriers designed for specific sports or athletic equipment (e.g. bicycle or ski rack) are acceptable.
- Used, specially equipped, or advertised for commercial purposes.
Examples: MOTOR TRUCK, cargo trailer, PICKUP TRUCK with a ladder rack, utility body, stake panels or aftermarket tool chest, or carrying visible tools or merchandise, van with business advertising displayed or carrying visible tools, chests, racks or merchandise, sedan with applied lettering advertising a business.

EXCEPTIONS:

- PICKUP TRUCKS and passenger vehicles (including commuter carpooling vans of up to 11 passenger capacity) are not COMMERCIAL VEHICLES unless used, specially equipped, or advertised for commercial purposes.

2.6 EMPLOYEE

A person who is employed by the managing agent.

2.7 GRF

The Golden Rain Foundation of Laguna Woods.

2.8 GOLF CART

A MOTOR VEHICLE having ***all*** of the following attributes:

- Having not less than three wheels in contact with the ground.
- Having an unladen weight of less than 1,300 pounds.
- Designed to be operated at no more than 20 mph.
- Designed to carry golf equipment and passengers.
- Is exempt from California Motor Vehicle Registration.

2.9 GOLF CAR

A MOTOR VEHICLE that has ***all*** the attributes of a Low Speed Vehicle (LSV) or Neighborhood Electric Vehicle (NEV):

- Having 4 wheels.
- Having a gross vehicle weight rating of less than 3,000 pounds.
- Designed to attain a speed of more than 20 miles per hour and not more than 25 miles per hour on a paved level surface.
- May legally be driven on public streets with a maximum speed limit of 35 miles per hour.
- Requires government motor vehicle registration on a public street.

2.10 GUEST

A NON-RESIDENT approved for entry into LAGUNA WOODS VILLAGE by an authorized party for a MANOR, or by the managing agent.

2.11 GUEST PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is reserved for GUEST use only.

2.12 LOW SPEED VEHICLE (LSV)

See GOLF CAR.

2.13 IN LAGUNA WOODS VILLAGE

Any real property governed by GRF or a Mutual Corporation in Laguna Woods Village.

2.14 IN UNITED

Any real property governed by United Laguna Woods Mutual.

2.15 INOPERABLE VEHICLE

A partial or complete vehicle displaying **any** of the following attributes:

- Does not show current, government issued license and registration for on-street operation.
- Is government registered with a classification of non-operational, or registered for a use other than on-street.

Examples: "Planned Non Operation," "Off Highway Vehicle," and watercraft registrations.

EXCEPTION:

- The above registration provisions do not apply to GOLF CARTS. See Section 5.2 – Vehicle Registration Required.
- Lacks any original and complete design component. (Examples: motor, fender, hood, wheel, light.)
- Appears unable to legally or safely operate on the street in its present condition.
Examples: does not run, significant disassembly or collision damage, leaking fluids, flat tire, tire off ground, vehicle up on blocks.
- Presents a nuisance or hazard as determined by the BOARD.

2.16 MANOR

A dwelling unit IN LAGUNA WOODS VILLAGE.

2.17 MEMBER

The person having legal accountability to the Mutual Corporation for a MANOR.

2.18 MOTOR TRUCK

A MOTOR VEHICLE designed, used, or maintained primarily for the transportation of property.

2.19 MOTOR VEHICLE

A vehicle that is self-propelled.

EXCEPTIONS:

- A self-propelled wheelchair, invalid tricycle, electric personal assistive mobility device (example: Segway) or motorized quadricycle.

2.20 NEIGHBORHOOD ELECTRIC VEHICLE (NEV)

See GOLF CAR.

2.21 NON-RESIDENT

A person who is not a legal occupant of a MANOR IN LAGUNA WOODS VILLAGE.

2.22 NON-RESIDENT VEHICLE

Any vehicle not registered as a RESIDENT VEHICLE with GRF.

2.23 PICKUP TRUCK

A MOTOR TRUCK having **all** of the following attributes:

- Is equipped with an open box-type bed not exceeding 9 feet in length.

- Has an overall vehicle length not exceeding 22 feet.
- Has only 2 axles.
- Has an unladen weight of less than 8,001 pounds.
- Has a manufacturer's gross vehicle weight rating not to exceed 11,500 pounds in single rear wheel configuration, or 14,000 pounds in dual rear wheel configuration.

PICKUP TRUCK does not include a vehicle otherwise meeting the above definition that is equipped with a bed-mounted storage compartment unit commonly called a "utility body" or "utility bed."

A vehicle otherwise meeting the above definition that displays advertising, or is mounted with an equipment carrier, aftermarket storage container, or other structure designed to secure goods is deemed to be a COMMERCIAL VEHICLE. However, a bed cover, or carrier designed for specific sports or athletic equipment (e.g. bicycle or ski rack) is acceptable.

A PICKUP TRUCK mounted with a camper unit extending over the cab or equipped with food preparation and sleeping areas is deemed to be a RECREATIONAL VEHICLE. See Section - 7.8 Recreational Vehicles Restricted.

2.24 PEDESTRIAN

A person who is either of the following:

- On foot or using a means of conveyance propelled by human power other than a BICYCLE.
- Operating a self-propelled or motorized wheelchair, invalid tricycle, electric personal assistive mobility device (example: Segway) or motorized quadricycle.

2.25 RECREATIONAL VEHICLE (RV)

A vehicle so defined in the GRF Recreational Vehicle (RV) Parking Areas Rules and Regulations.

2.26 RESERVED PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the named user(s).

2.27 RESIDENT

A BOARD approved occupant of a MANOR IN LAGUNA WOODS VILLAGE.

2.28 RESIDENT VEHICLE

A vehicle that has all of the following attributes:

- A RESIDENT has exclusive use thereof.
- Is of a type approved by GRF.
- Is registered with GRF and displays a valid GRF decal.

2.29 SAFELIST

A register maintained by the Security Division to document vehicles granted a limited exception to certain parking rules. Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.30 SPONSOR

A RESIDENT, MEMBER or delegate for a MANOR, who approves the admission of any NON-RESIDENT into Laguna Woods Village,

OR,

A person who represents an organization or business entity for the purpose of requesting entry for themselves or another into Laguna Woods Village.

2.31 UNASSIGNED PARKING

A proper parking location having ***both*** of the following attributes:

- Not an ASSIGNED PARKING space for a particular MANOR or RESIDENT.
- Not designated as GUEST PARKING or RESERVED PARKING.

2.32 UNAUTHORIZED VEHICLE

A vehicle having ***both*** of the following attributes:

- NON-RESIDENT VEHICLE.
- Parked IN UNITED at any time between the hours of 12:00 a.m. (midnight) and 6:00 a.m. without displaying a valid GRF Overnight Parking Permit.

2.33 VISITOR PARKING

See GUEST PARKING.

See the Resource Guide (appendix) for additional information.

3 BOARD AUTHORITY and ENFORCEMENT

3.1 BOARD AUTHORITY

The BOARD establishes and from time to time updates these rules, and decides upon fines and other disciplinary actions for violations.

The BOARD will appoint a Traffic Committee composed of three (3) BOARD members. The Traffic Committee will schedule Traffic Hearings as necessary to adjudicate Notices of Violation. The Traffic Hearing is a closed meeting that the alleged violator is invited to attend.

The BOARD endorses the traffic rules of GRF and the other Mutual Corporations.

- Notices of Violation issued in another Mutual's area to RESIDENTS of United Laguna Woods Mutual will be adjudicated as if the violation had occurred IN UNITED.
- Notices of Violation issued for alleged violations of GRF rules, and alleged violations occurring on property regulated by GRF will be conducted by the GRF Traffic Committee.

Violations will be treated with due regard for the risk of harm caused by the violation.

Fines and other disciplinary actions may be greater for repeated violations within a 3 year period.

The BOARD at its discretion may approve case-by-case exceptions to these rules.

Notices of violation, traffic hearings, assessment of fines and other disciplinary actions are administrative processes of GRF and the Mutual Corporations in Laguna Wood Village.

3.1.1 Member

A MEMBER is subject to the payment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the MEMBER, or any delegate, occupant, lessee, renter, invitee or guest of the MEMBER.

3.1.2 Resident

A RESIDENT is subject to the payment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the RESIDENT, or any delegate, occupant, lessee, renter, invitee or guest of the RESIDENT. Responsibility for non-compliance with any such disciplinary action transfers to the applicable MEMBER.

3.1.3 Non-Resident

A NON-RESIDENT is subject to confiscation of their gate pass and other loss of community access privileges as determined by the Community Access Department, and assessment of a fine and other disciplinary action imposed by the BOARD for any violation committed by the NON-RESIDENT.

3.1.4 Sponsor of a Guest

If a GUEST fails to pay a fine or comply with other disciplinary requirements determined by the BOARD, responsibility transfers to the RESIDENT SPONSOR who authorized the violator into Laguna Woods Village. Responsibility for non-compliance with any such disciplinary action by the SPONSOR transfers to the applicable MEMBER.

3.1.5 On Duty Employee

An on duty EMPLOYEE of the managing agent is held to the same standard of safe driving as all others.

A violator is subject to disciplinary action, including potential loss of driving privileges, in accordance with the managing agent's Human Resources policy and procedure.

3.1.6 Off Duty Employee

The Notice of Violation is unrelated to work and is adjudicated using the procedure applicable to the employee's status as a RESIDENT or NON-RESIDENT.

3.2 SECURITY DIVISION ENFORCEMENT

Enforcement of these rules is the responsibility of the Laguna Woods Village Security Division, unless otherwise designated by law.

Security Officers will issue a Notice of Violation for any violation of these rules.

All persons must stop when directed or signaled by any uniformed member of Security, and provide all items of identification as requested, such as GRF identification card, driver's license, vehicle registration, and gate pass.

3.3 NOTICE OF VIOLATION PROCESSING - RESIDENTS, MEMBERS, OWNERS, and NON-RESIDENTS

Except for Notices of Violation issued under GRF authority

- Traffic Hearings for RESIDENTS will be held by the Mutual Traffic Committee where the alleged violator resides or is a MEMBER.
- Traffic hearings for NON-RESIDENTS will be held by the Mutual Traffic Committee governing the location where the alleged violation occurred. However, if the NON-RESIDENT'S SPONSOR resides in a different Mutual, the traffic hearing will be heard in the SPONSOR'S Mutual.

Notices of Violation issued for alleged violations of GRF rules and alleged violations occurring on property regulated by GRF will be conducted by the GRF Traffic Committee. If found guilty by the GRF Traffic Committee, RESIDENTS of United Laguna Hills Mutual may appeal to the United BOARD for a final determination.

3.3.1 Traffic Hearing Notice

Following a Notice of Violation, the alleged violator will be sent a letter scheduling a Traffic Hearing date and time. This letter will be sent at least 15 days before the hearing.

3.3.2 Traffic Hearing

The Traffic Hearing will be a closed meeting. The Traffic Committee will hear testimony and consider evidence from the alleged violator and Security staff.

If an alleged violator chooses not to attend their hearing, the Committee will make its decision based on the Notice of Violation and other evidence presented.

After each hearing, the Committee will render its decision.

The Traffic Hearing will be documented by a written report of the proceedings.

A letter stating the Committee's decision will be sent to the alleged violator within 10 days following the hearing. If the Committee finds the individual guilty, the letter will inform the violator of the penalty and present the choice of paying the scheduled fine, or if eligible attending Traffic School.

3.3.3 Traffic School

The Laguna Woods Village Traffic School will be a 2 hour class addressing traffic safety topics, and designed for Laguna Woods Village drivers.

Traffic School is available to a violator once during any 3 year period.

The Security Division will provide instructors to teach Traffic School.

Every attendee must pay an administrative fee prior to attending Traffic School.

3.3.4 Fines

Fines are set by the latest GRF schedule for traffic violations.

3.4 NOTICE OF VIOLATION PROCESSING – ON DUTY EMPLOYEES

The Notice of Violation will be forwarded to the managing agent's Director of Human Resources for handling according to the managing agent's disciplinary policy.

See the Resource Guide (appendix) for additional information.

4 TOWING POLICY

The California Vehicle Code authorizes private property tow-away at the vehicle owner's expense. The Security Division has been authorized by the BOARD to enforce these rules in compliance with California Vehicle Code § 22658.

Violations may result in tow-away at the vehicle owner's expense. Vehicles may be towed immediately or after a 96 hour waiting period as indicated below.

4.1 IMMEDIATE TOW AWAY

4.1.1 Security Division Towing

The Security Division is authorized to immediately tow-away at the vehicle owner's expense any vehicle parked under any of the following conditions:

- In a space designated for handicapped parking while not displaying a valid disabled (handicapped) license plate or placard.
- In a no parking zone.
- Within 15 feet of a fire hydrant.
- Blocking an entrance or exit.
- Blocking a roadway or posing a hazard to traffic.
- Posing a safety or environmental hazard.

4.1.2 Resident's Private Towing

An ASSIGNED PARKING space (e.g. carport, driveway, garage) is provided for the exclusive use of the RESIDENT who controls (is in lawful possession of) that location.

No vehicle may be parked in any ASSIGNED PARKING location without that controlling RESIDENT'S written permission.

California Vehicle Code §22658 allows a person in lawful possession of private property (the controlling RESIDENT) to order the immediate tow-away of any vehicle parked without permission in that person's ASSIGNED PARKING space. Tow-away is made at the vehicle owner's expense.

Because the tow-away is made from a restricted use common area location, the towing is a private matter between the RESIDENT ordering tow-away, the vehicle owner, and the towing company. GRF, the Mutual Corporations, the managing agent, and the Security Division are not parties to, and assume no authority or liability in the matter.

4.2 TOW AWAY AFTER 96 HOURS NOTICE

4.2.1 Non-Resident Vehicle in Assigned Parking

Except as provided above, the Security Division is authorized to tow-away at the vehicle owner's expense a NON-RESIDENT vehicle, in an ASSIGNED PARKING location, for any violation of these rules, upon meeting all of the following requirements:

- Receiving specific direction from the BOARD.

- Requesting compliance to correct the violation or remove the vehicle from the Village.
- Compliance is not made within **96 hours** of written notification.

4.2.2 Non-Resident Vehicle in Other Than Assigned Parking

Except as provided above, the Security Division is authorized to tow-away at the vehicle owner's expense an UNAUTHORIZED VEHICLE or NON-RESIDENT vehicle, not in ASSIGNED PARKING, for any violation of these rules, upon meeting **both** of the following requirements:

- Requesting compliance to correct the violation or remove the vehicle from the Community.
- Compliance is not made within **96 hours** of written notification.

4.2.3 Resident Vehicle in any Location

Except as provided above, the Security Division is authorized to tow-away at the vehicle owner's expense a RESIDENT VEHICLE for any violation of these rules, upon meeting the following requirements:

- Receiving specific authorization from the BOARD.
- Requesting compliance to correct the violation or remove the vehicle from the Community.
- Compliance is not made within 96 hours of written notification.

See the Resource Guide (appendix) for additional information.

5 LICENSE AND REGISTRATION REQUIREMENTS

5.1 DRIVERS LICENSE REQUIRED

Any person operating a MOTOR VEHICLE is required to have a valid driver's license in their possession and present it to any member of the Security Division upon request.

EXCEPTIONS:

- GOLF CART

5.2 VEHICLE REGISTRATION REQUIRED

Every MOTOR VEHICLE IN UNITED is required to display current on-street license plate and registration, and the person in control thereof must present current registration documentation to any member of the Security Division upon request.

EXCEPTIONS:

- GOLF CART

5.3 AUTHORIZED RESIDENT VEHICLE TYPES

United Laguna Woods Mutual authorizes any vehicle type that is eligible to receive a GRF decal.

5.4 GRF VEHICLE DECAL REQUIRED

All RESIDENT MOTOR VEHICLES must be registered with GRF and properly display the current GRF vehicle decal while IN UNITED.

5.5 RESIDENT VEHICLE DECAL LIMIT

Each MANOR is allowed to receive a limited number of GRF decals based on the number of original construction bedrooms.

- 1 Bedroom MANOR up to 2 decals
- 2 Bedroom MANOR up to 2 decals, except that one (1) additional decal maybe issued only to a GOLF CART, GOLF CAR or two (2) wheeled MOTOR VEHICLE.

~~Decals may be issued in any combination to eligible motor vehicles, golf carts and golf cars, up to the total authorized per MANOR, **however, the number of motor vehicles may not exceed 2.**~~

Decal counts do not include motorhomes and commercial vehicles stored in the GRF Recreational Vehicle Storage Area.

At least one vehicle must park in the carport.

See the Resource Guide (appendix) for additional information.

6 RULES FOR DRIVING

6.1 STAY ON PAVEMENT

Vehicles are allowed only on streets, cul-de-sacs, driveways, and designated parking areas designed for such use. Vehicles may not be driven or parked off pavement.

EXCEPTIONS:

Certain specific and limited exceptions are detailed in

- Section 8 - Special Rules for Golf Carts and Golf Cars
- Section 9 - Special Rules for Bicycles
- Section 11 - Special Rules for Managing Agent.

6.2 TRAFFIC CONTROL DEVICES

Persons must obey all traffic signs, and pavement and curb markings.

6.3 SPEED LIMITS

Vehicles may never be driven faster than is safe for the prevailing conditions.

Vehicles may not exceed the posted speed limit.

- 25 MPH: All streets, unless otherwise posted
- 15 MPH: All cul-de-sacs and parking areas, unless otherwise posted
- 10 MPH: All inbound gate entrances

6.4 STOP SIGNS

When approaching a stop sign, drivers must stop at the limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.

- The limit line is a white line painted across the driver's lane just before the stop sign or crosswalk.
- If there is no limit line or crosswalk, drivers must stop at the entrance to the intersecting roadway.
- If visibility is restricted at the limit line or crosswalk, drivers may need to pull forward and stop again before safely passing through the intersection.

Drivers must always make a full and complete stop.

- So called "California stops" or "rolling stops" are not allowed; the wheels of the vehicle must stop turning.

6.5 RIGHT OF WAY

6.5.1 Emergency Vehicles

Drivers must yield (e.g. pull over to the side of the road and stop) to any law enforcement, fire or ambulance vehicle with emergency lights illuminated or siren in use.

6.5.2 Pedestrians

The driver of a vehicle must yield the right-of-way to a PEDESTRIAN crossing the roadway. The driver of a vehicle approaching a PEDESTRIAN must exercise all due care and reduce the speed of the vehicle or take any other action relating to the operation of the vehicle as necessary to safeguard the safety of the PEDESTRIAN.

Pedestrians must exercise due care and caution while walking on a roadway. No PEDESTRIAN may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard. No PEDESTRIAN may unnecessarily stop or delay traffic.

6.5.3 Side Road

A driver entering a through road from a cul-de-sac or side road must yield to vehicles on the through road.

6.5.4 Stop Sign

At an intersection controlled by a stop sign, the first vehicle to arrive has the right of way. If two vehicles arrive at the same time, the vehicle to the right has the right of way.

6.5.5 Travel Lanes

Do not drive to the left of center of the road, even when no center line is present.

6.5.6 Turns

A driver making a left turn or U-turn must yield to oncoming traffic.

6.6 WIRELESS COMMUNICATIONS

Drivers may not operate a cell phone without the use of a hands-free device.

Drivers may not use a wireless device to write, send or read communications, or view images.

6.7 SEAT BELTS

Drivers must wear a seat belt when driving.

Adult passengers must wear seat belts.

Younger passengers must be secured in a seat belt or child passenger restraint system of the type required by law on a public street.

6.8 USE OF LIGHTS

All MOTOR VEHICLES must operate head lamps and tail lamps from ½ hour after sunset to ½ hour before sunrise.

MOTOR VEHICLES must operate head lamps and tail lamps whenever the windshield wipers are in continuous use due to moisture.

EXCEPTIONS:

- GOLF CARTS are not required to be equipped with windshield wipers.

MOTOR VEHICLES approaching and entering any Laguna Woods Village gate at night must use low beam headlamps.

If the vehicle is so equipped, turn signals must be used continuously during the last 100 feet traveled before turning.

Additional rules are detailed in

- Section 8 - Special Rules for Golf Carts and Golf Cars
- Section 9 - Special Rules for Bicycles
- Section 10 – Special Rules for Pedestrians

6.9 OPEN CONTAINER

Do not drink any alcoholic beverage while in a vehicle. No one in a vehicle may possess any container of an alcoholic beverage that has been opened, or a seal broken, or the contents of which have been partially removed.

6.10 DRIVING UNDER THE INFLUENCE

Do not drive while under the influence of any alcoholic beverage, or drug, or under the combined influence of any alcoholic beverage and drug.

- Even on private property, driving under the influence is a crime (California Vehicle Code §23152) that may cause the driver to be arrested by law enforcement officers.

6.11 RECKLESS DRIVING

Reckless driving means operating a motor vehicle in a dangerous and negligent manner or with a willful or wanton disregard for the safety of persons or property. Always drive with due regard for the safety of people and property.

See the Resource Guide (appendix) for additional information.

7 RULES FOR PARKING

7.1 VEHICLES PROHIBITED

GRF specifies the types of vehicles prohibited from parking IN LAGUNA WOODS VILLAGE. United Laguna Woods Mutual requires that any vehicle parked IN UNITED must adhere to the GRF restrictions.

7.2 ASSIGNED PARKING

The use and control of an ASSIGNED PARKING space rests exclusively with the RESIDENT of a MANOR.

- In accordance with United Laguna Woods Occupancy Agreement, a NON-RESIDENT party to a MANOR such as a MEMBER, owner, leasing agent, power of attorney, successor trustee, conservator, etc. may not keep any vehicle in the community when the subject MANOR is occupied by a RESIDENT.

A RESIDENT must utilize their ASSIGNED PARKING space before using UNASSIGNED PARKING.

A NON-RESIDENT VEHICLE may not be stored in ASSIGNED PARKING.

- A NON-RESIDENT vehicle parked more than 7 days in ASSIGNED PARKING is deemed to be stored, unless the person in possession is a GUEST who is listed for the same time period in the GRF Gate Clearance System and the vehicle is properly displaying a valid GRF Overnight Parking Permit.

7.3 GENERAL PARKING RULES

7.3.1 Park Safely

At no time may a vehicle be parked in a manner creating a traffic hazard.

7.3.2 Fire Hydrant

At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 4 – Towing Policy.

7.3.3 Sidewalk

Except to safely cross on a roadway or driveway, no vehicle may be driven or parked with any portion of it on a sidewalk.

7.3.4 Off Pavement

At no time may a vehicle be driven or parked with any portion of it off pavement.

EXCEPTIONS:

Certain specific and limited exceptions are detailed in

- Section 8 - Special Rules for Golf Carts and Golf Cars.
- Section 9 - Special Rules for Bicycles.

- Section 11 - Special Rules for Managing Agent.

7.3.5 Curb or Parking Stall

Vehicles may park in a designated parking stall or along a curb or sidewalk.

- Parking along a curb or sidewalk:
 - Vehicles on a 2-way travel roadway must be parked with the passenger side wheels alongside the curb or sidewalk.
 - Vehicles on a 1-way travel roadway may park alongside the curb or sidewalk on either side of the roadway.
 - The front and rear wheels alongside must be within 18" of the curb or sidewalk edge.
- EXCEPTION:
- If the entire vehicle is within a marked parking stall, the wheels may exceed 18" from the curb or sidewalk.
 - Vehicles may not be parked in, or within 20 feet of a street intersection.
- Parking in a marked stall:
 - Vehicle must fit and be parked completely within the marked boundaries of a parking space.
 - Parking in an unmarked stall:
 - A vehicle may be parked in a location that is not marked; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.

7.3.6 Inoperative Vehicle

At no time may an INOPERATIVE VEHICLE be IN UNITED.

7.3.7 Abandoned Vehicle

At no time may an ABANDONED VEHICLE be IN UNITED.

7.3.8 Unauthorized Vehicle

At no time may an UNAUTHORIZED VEHICLE be IN UNITED.

7.4 TIME LIMITED PARKING

7.4.1 Assigned Parking

There is no maximum time limit that a RESIDENT VEHICLE may be parked in its ASSIGNED PARKING location, provided that the vehicle's GRF vehicle decal, government registration, mechanical condition and appearance are properly maintained.

- A vehicle that appears INOPERABLE or ABANDONED is subject to tow-away at vehicle owner's expense. See Section 2 - Definitions, and Section 4 - Towing Policy.

7.4.2 Unassigned Parking

Signs and curb and pavement markings that limit or prohibit parking apply at all times.

- Red zone: No stopping, standing or parking.

EXCEPTIONS:

- A driver may stop to avoid conflict with other traffic.
- An attended vehicle may stop for passenger transfers.
- An attended vehicle may stop for use of a mailbox.
- An attended vehicle may stop or stand while necessarily engaged in work.

Examples: moving or delivery truck.

- An unattended vehicle or piece of equipment may park when necessary and is authorized by the Security Division.

- Blue zone: Parking is permitted only when the vehicle is displaying a valid government issued disabled (handicapped) license plate or placard.
- Fire hydrant zone: No person shall stop, park, or leave standing any vehicle within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 4 – Towing Policy.
- Green zone: Parking may not exceed 10 minutes, or as posted by sign or curb marking.

EXCEPTION:

- Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government issued disabled (handicapped) license plate or placard.

- Grey zone: Same as Unpainted.
- Handicapped zone: See "Blue zone."
- White zone: Loading and unloading only.
- Yellow zone: Commercial vehicle loading and unloading only.
- Unpainted: Parking is permitted for up to 7 continuous days, unless otherwise restricted. Parking is always prohibited within 15 feet of a fire hydrant even if the curb is unpainted. See Fire hydrant zone above.

EXCEPTION:

- Resident's extended absence parking. See Section 7.5 following.

- GUEST PARKING zone: RESIDENT VEHICLES are prohibited from using the location between 8:00 a.m. and 10:00 p.m.
- RESERVED PARKING zone: Parking is prohibited by unauthorized vehicles.
- VISITOR PARKING zone: RESIDENT VEHICLES are prohibited from using the location between 8:00 a.m. and 10:00 p.m.

7.5 RESIDENT'S EXTENDED ABSENCE PARKING

Due to a RESIDENT'S extended absence from the Village, a RESIDENT VEHICLE may be parked in UNASSIGNED PARKING for more than 7 days under the following conditions:

- RESIDENT'S ASSIGNED PARKING space must be occupied during the same time period by another RESIDENT VEHICLE.
- As a courtesy to fellow RESIDENTS, vehicle must be parked as far as practicable from MANORS, preferably on a named street rather than in a numbered cul-de-sac.
- RESIDENT must arrange to keep the vehicle's GRF decal, government registration, appearance and operating condition up to date. Vehicles that become INOPERABLE, or appear neglected or ABANDONED become subject to tow-away at owner's expense. See Section 4 - Towing Policy.
- The RESIDENT must provide written notification to the Security Division to SAFELIST the vehicle.
- NON-RESIDENT vehicles are not eligible for extended parking privileges, except as provided below for a GUEST travelling on a bus tour.
- Vehicle MAY NOT be parked at any GRF facility (Clubhouse, stables, Community Center, Service Center, etc.)

EXCEPTION:

- GRF rules provide that RESIDENTS and their guests travelling by tour bus may park for up to 15 days at Clubhouse 3 or Clubhouse 5. Vehicles must display on the dashboard a placard on 8 ½" x 11" stock that includes the printed name of the sponsoring club, an emergency phone number associated with the tour, and the return date from travel.

7.6 CONTRACTOR and SERVICE VEHICLE PARKING

Contractor and service vehicles, including personal vehicles driven by workers, must be parked on named streets and are prohibited from parking within numbered cul-de-sacs or MANOR parking lots.

EXCEPTIONS:

- Vehicles, equipment and materials immediately and directly required for the performance of work.
- Vehicles immediately loading or unloading.
- GRF owned vehicles and equipment.

7.7 OVERNIGHT PARKING PERMITS

GRF has rules regarding overnight parking for NON-RESIDENTS. United Laguna Woods Mutual requires that any vehicle parked overnight adhere to GRF's rules.

7.8 RECREATIONAL VEHICLES (RV) RESTRICTED

Daily parking is limited to the GRF Recreational Vehicle Storage Area. Refer to the GRF Recreational Vehicle (RV) Parking Areas Rules and Regulations.

An RV may park IN UNITED only when meeting **all** of the following conditions:

- RV is parked only for the purpose of loading or unloading. Other activities such as sleeping or resting in the RV, and vehicle maintenance are not allowed.
- RV is parked with engine and accessory equipment (e.g. exterior lights, generator, air conditioner, audio and video equipment) shut off.
- Extensions such as slide-outs, tilt-outs, and awnings must be closed.
- RV may not be attached to any external power supply.
- Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- RV is parked for no more than 6 hours at a time.

EXCEPTION:

- Permission to park overnight immediately before or after a road trip will be reasonably granted by the Security Division. Vehicle must be removed no later than 12:00 noon the following day.

7.9 FOR SALE SIGNS

RESIDENT VEHICLES may display a maximum of two (2) "For Sale" signs advertising that vehicle. Each sign may be up to 9" x 12" in size. No signage may be on the exterior of the vehicle.

7.10 ADVERTISING

Any signage advertising a business or organization is prohibited on a vehicle parked overnight (any time between the hours of 12:00 midnight and 6:00 a.m.) Displaying a name or contact information constitutes advertising.

EXCEPTIONS:

- RESIDENT VEHICLES may display up to 2 signs containing a political message.
- Commercial vehicle or equipment displaying a valid GRF Overnight Parking Permit issued by the managing agent.
- License plate frames, and vehicle manufacturer's incidental identification and accessory items (Example: vehicle brand and model nameplates.)
- Signs allowed in Section 7.9 – For Sale Signs.
- GRF vehicles.

7.11 REPAIRS

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed.

7.12 WASHING

In the interest of water conservation, vehicle washing using a continuously running hose is prohibited.

See the Resource Guide (appendix) for additional information.

8 SPECIAL RULES FOR GOLF CARTS and GOLF CARS

8.1 GOLF CART

Unless exempted in this Section, all United Laguna Woods Mutual Vehicle, Traffic and Parking Rules, including stop sign, speed limit, parking, and GRF vehicle decal rules, apply to GOLF CARTS, just as any other MOTOR VEHICLE.

8.1.1 DRIVERS LICENSE

A driver's license is not required to operate a GOLF CART.

8.1.2 MINIMUM AGE

A NON-RESIDENT driving a GOLF CART must be ***both***

- Age 16 years or older.
- Accompanied by a RESIDENT.

8.1.3 VEHICLE REGISTRATION

No government vehicle registration is required.

8.1.4 LIGHTS

Must operate a head lamp and tail lamp from ½ hour after sunset to ½ hour before sunrise.

8.1.5 STAY ON PAVEMENT

Driving off pavement is prohibited.

EXCEPTION:

- Limited driving off pavement is allowed at the GRF 27-hole golf course, in accordance with golf course rules.

8.1.6 SIDEWALKS AND PATIOS

Driving or parking is not allowed on sidewalks, breezeways, or patios.

- The Serpentine Walk is designated a sidewalk.
- The paved trails in Aliso Creek Park are designated as sidewalks.

8.1.7 CART PATHS

Driving on paved cart paths is permissible. On a cart path the driver must:

- Travel at a slow speed that is reasonable and prudent.
- Exercise due regard for the safety of all PEDESTRIANS.
- Yield the right-of-way to all PEDESTRIANS.

Parking on a cart path is prohibited, except in a marked parking stall.

8.2 GOLF CAR

Unless exempted in this Section, all United Laguna Woods Mutual Vehicle, Traffic and Parking Rules apply to GOLF CARS, just as any other MOTOR VEHICLE.

8.2.1 CART PATHS

May be driven on a paved cart path.

On a cart path the driver must:

- Travel at a slow speed that is reasonable and prudent.
- Exercise due regard for the safety of all PEDESTRIANS.
- Yield the right-of-way to all PEDESTRIANS.

Parking on a cart path is prohibited, except in a marked parking stall.

See the Resource Guide (appendix) for additional information.

9 SPECIAL RULES FOR BICYCLES (NON-MOTORIZED)

Unless otherwise specified in this Section, all requirements of Section 6 - Rules for Driving, including stop sign and speed limit rules, and Section 7 - Rules for Parking, apply to BICYCLES.

9.1 STAY ON PAVEMENT

BICYCLES may not be ridden off pavement.

9.2 SIDEWALKS AND CART PATHS

Riding on a cart path is allowed.

Riding on a sidewalk is allowed only between a point of origin or destination and the nearest street or cul-de-sac.

EXCEPTION:

- When delivering newspapers, a BICYCLE may be ridden an unlimited distance on a sidewalk.
- Riding on the Serpentine Walk or in Aliso Creek Park is prohibited at all times.

While riding on a path or sidewalk, the cyclist must:

- Exercise due regard for the safety of all PEDESTRIANS.
- Travel at a speed that is reasonable and prudent.
- Yield the right-of-way to all PEDESTRIANS.
- Walk the BICYCLE when inside a building or on any covered passageway.

9.3 LIGHTS

For safety, at night a BICYCLE must operate a headlamp, and red or amber lights or reflectors to the side and rear, sufficient to be plainly visible in any direction within 200 feet.

9.4 PARKING

Bicycles may not be parked in any manner interfering with foot or vehicle traffic.

Bicycles must be parked utilizing parking racks where provided.

Attended BICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.

Parking on a cart path or sidewalk is prohibited, except in a marked parking stall.

See the Resource Guide (appendix) for additional information.

10 SPECIAL RULES FOR PEDESTRIANS

10.1 SIDEWALKS

For safety considerations, PEDESTRIANS may not walk upon a roadway.

EXCEPTIONS:

- When crossing a roadway.
- When there is no adjacent sidewalk available that is at least two (2) feet wide.

When upon any roadway, PEDESTRIANS must:

- Walk facing the flow of traffic, unless upon a 1-way roadway.
- Avoid stopping or delaying traffic.
- Shine a flashlight or otherwise display lighting at night sufficient to be plainly visible in any direction within 200 feet.

10.2 RIDING DEVICE

No person may ride or propel a skateboard, scooter, tricycle or other riding apparatus.

EXCEPTION:

- BICYCLES operated and equipped in accordance with these rules.
- A person operating a self-propelled or motorized wheelchair, invalid tricycle, electric personal assistive mobility device (ex: Segway) or motorized quadricycle.

See the Resource Guide (appendix) for additional information.

11 SPECIAL RULES FOR MANAGING AGENT

MOTOR VEHICLES and equipment used by the managing agent are allowed on roadways, sidewalks, paths and landscape only as needed to efficiently provide services, such as maintenance, landscaping and security.

Except as necessary to efficiently provide services, MOTOR VEHICLES and equipment must be parked so as not to block access, walkways, or carports.

Except for fire hydrant and handicapped parking zones, all parking locations may be used by the managing agent as needed to efficiently provide services.

See the Resource Guide (appendix) for additional information.

12 RULES FOR REPORTING COLLISIONS

12.1 INJURY TO A PERSON

For a collision that causes injury or death to a person:

- Driver must stop and remain at the scene to provide their identity and information about the collision.
- Notify local authorities (Call 911.)
- Notify the Laguna Woods Village Security Division.

12.2 NO INJURY TO A PERSON

For a collision with no injuries that causes damage to any property, including damage solely to the driver's own MOTOR VEHICLE or BICYCLE:

- Driver must stop and remain at the scene to provide their identity and information about the collision.
- Driver must identify themselves to the owner or individual in control of the damaged property.
- Notify the Laguna Woods Village Security Division.

See the Resource Guide (appendix) for additional information.

13 APPENDIX

The managing agent will develop and periodically update a Resource Guide to be attached here, providing additional administrative information related to these rules.