



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

**Tuesday, March 13, 2018**

The Regular Meeting of the Board of Directors of United Laguna Woods Mutual, a California Non-Profit Mutual Benefit Corporation, was held on Tuesday, March 13, 2018, at 9:30 a.m. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Juanita Skillman, Janey Dorrell, Don Tibbets, Maggie Blackwell, Gary Morrison, Cash Achrekar, Manuel Armendariz, Steve Leonard and Andre Torng

Directors Absent: Reza Bastani and Pat English

Staff Present: Brad Hudson, Eileen Paulin, Chris Spahr and Cheryl Silva

Others Present: Jeff Beaumont, Esq. of Beaumont Tashjian  
VMS: Anthony Liberatore, Dick Rader and Mary Stone

**1. Call Meeting to Order/Establish Quorum**

President Skillman called the meeting to order at 9:31 a.m. and acknowledged that a quorum was present.

**2. Pledge of Allegiance**

Director Tibbets led the Pledge of Allegiance.

**3. Acknowledge Media**

A representative of the Laguna Woods Globe was present for the meeting, and the Village Television Camera Crew, by way of remote cameras, was acknowledged as present.

**4. Approval of Agenda**

President Skillman asked for approval of the agenda.  
By consensus, the agenda was approved as corrected.

**5. Approval of Minutes**

5a. February 13, 2018 – Regular Open Session

Director Blackwell made a motion to approve the minutes as corrected. The motion was seconded by Director Dorrell and it passed by unanimous consent.

## **6. Report of the Chair**

President Skillman announced that Director Leonard is submitting his resignation effective April 10, 2018. Applicants please contact Catherine Laster, applications due by March 28, 2018. Board appointments will be held on April 10, 2018.

6a. Director Achrekar gave an update from the Disaster Preparedness Task Force and reviewed the Medical Volunteer Registry form. The next meeting will be held on March 27, 2018 at 9:30 a.m. in the Cypress Room.

## **7. Open Forum**

Several Members made comments on LWV Foundation, laundry rooms, tribute to Tony Dauer, former board member, Verizon cell phone service, and traffic at Gate 1.

## **8. Responses to Open Forum Speakers**

Several Directors responded to Member comments.

## **9. Update from VMS - Director Liberatore**

Director Liberatore gave an update from the VMS Board meetings. At the last meeting Chuck Holland gave an update from the IT Department.

## **10. CEO Report**

Brad Hudson, CEO, reported on the following subjects: 1) plots are currently available at the garden center, 2) a large Sycamore Tree will be planted by the creek for the Arbor Day event, 3) new technology coming to the Community, 4) update on analog to digital television program, 5) updated gate technology 6) landscape department is replacing the ornamental plum trees because of the diseases they carry, 6) Handyman program will be starting soon, 7) Waste line and prior-to-paint programs are ahead of schedule, and 8) street lighting is being addressed and trimming trees blocking the light.

## **11. Consent Calendar**

### **11a. Architectural Control and Standards Committee Recommendations:**

The Board upheld the recommendations of the Architectural Control and Standards Committee:

(1) Approval recommendation – 312-F (Cordoba 1A6) – Install Windows in Existing Patio Wall Openings

### **RESOLUTION 01-18-28** **Variance Request**

**WHEREAS**, Mr. John Choy of 312-F Avenida Castilla of United Laguna Woods Mutual, submitted a request for a variance to install windows in existing patio wall openings; and

**WHEREAS**, a Neighborhood Awareness Notice was sent to Owners of affected Units on February 5, 2018, notifying them that an application to make an alteration to a neighboring Unit had been made and that comments or objections could be made in writing to the Architectural Controls and Standards Committee or in person at the Architectural Controls and Standards Committee Meeting on February 15, 2018.

**NOW THEREFORE BE IT RESOLVED**, on March 13, 2018, the Board of Directors hereby

approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. All pending Mutual Consents must receive final approval prior to any new application for Mutual Consent with the Permits and Alterations Department.
2. A Mutual Consent for Unit Alterations has been granted at 312-F for Installing windows in existing patio openings, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
3. No improvement shall be installed, constructed, modified or altered at Unit 312-F, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member s ("Member ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
4. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
5. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 312-F and all future Mutual Members at 312-F.
6. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
7. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.

8. Member's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
9. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
10. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
11. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
12. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
13. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
14. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

15. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
16. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
17. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
18. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
19. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
20. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
21. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
22. Mutual Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from Mutual Member's improvements and installation, construction, design and maintenance of same.

(2) Approval recommendation - 765-A (La Corona, Plan 3B) – Request to Retain Patio Enclosure

**RESOLUTION 01-18-29**  
**Variance Request**

**WHEREAS**, Mr. Mosen Asadi of 765-A Calle Aragon of United Laguna Woods Mutual, submitted a request to retain the patio enclosure;

**WHEREAS**, that request was denied by the Board on September 12, 2017;

**WHEREAS**, In accordance with Resolution 01-13-182, Mr. Asadi submitted a letter of appeal to the Board's decision on September 26, 2017;

**WHEREAS**, on November 14, 2017, the Board adopted Resolution 01-17-126, denying the appeal;

**WHEREAS**, on December 22, 2017 the Board issued the Member required conditions necessary to comply and,

**WHEREAS**, on February 15, 2018, the Architectural Controls and Standards Committee reviewed the status of those conditions.

**NOW THEREFORE BE IT RESOLVED**, that Resolution 01-17-126 adopted November 14, 2017 is hereby superseded and cancelled; and

**RESOLVED FURTHER**, on March 13, 2018, the Board of Directors hereby approves the request with the condition that the proposed alterations are constructed in accordance with the following criteria:

1. A Mutual Consent for Unit Alterations has been granted at **765-A to Retain Front Patio Enclosure**, subject to the attached plans stamped approved and is subject to a final inspection by the Division. Any variations to the approved attached plans are not allowed and could result in a stop work notice and/or severe fines to the Member.
2. A City of Laguna Woods permit is required, which may include the requirement to obtain clearance from the South Coast Air Quality Management District (Asbestos Hot Line at (909) 396-2336). Prior to the issuance of a Mutual Consent for Unit Alterations, the appropriate City of Laguna Woods permit number(s) must be submitted to the Division office located in the Laguna Woods Village Community Center. The City permit must be finalized within the prescribed timeframe, and a copy of the final permit must be submitted to the Division within two weeks.
3. Prior to the issuance of a Mutual Consent for Unit Alterations, if required, a Mutual Roof Alteration Notification ("Tie-In Form") must be submitted to the Division. All roof tie-ins must be performed by a C-39 Licensed Contractor. The Member may hire a C-39 Licensed Contractor of his/her own choice to perform roof tie-ins for the installation of solar panels on all roof types except PVC Cool Roofs. For PVC Cool Roofs, regardless of the roof type, all tie-ins must be performed by the Mutual's roofing contractor at the Member's expense. All tie-ins may only be made to sound structural elements. Existing structural elements proposed to be tied to, which exhibit signs of dry rot or other structural defects, must be repaired at the Mutual's expense prior to installation.
4. No improvement shall be installed, constructed, modified or altered at Unit 765-A, ("Property") within the United Laguna Woods Mutual ("Mutual") without an approved Mutual Consent for Manor Alterations application for the improvement has been made to, and approved, in writing, by, the Village Management Services, Inc. ("VMS, Inc."), Manor Alterations Division ("Division"), or, in the event of a Variance from the Mutual's Alteration Standards, the Architectural Control and Standards Committee ("ACSC"). In the event written permission is given for the installation, construction, modification or alteration of any improvement(s) upon the Property, the Member s ("Member ") agrees to comply with the Mutual's Governing Documents and any specific terms or conditions imposed, and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the approval.
5. Member hereby consents to and grants to the Mutual and the Division, and their representatives, a right of entry upon the Property at any time to be used to inspect the

- Property and the improvements thereon and for the Mutual and the Division, and their representatives and contractors to remedy any violation upon the Property, including, but not limited to, removing trash, removing any improvement installed without approval or modifying an improvement to bring the same into compliance with the terms of the approval.
6. All costs for maintenance, repair, renovation, replacement or removal of the improvement, present and future, are the responsibility of the Property's Member at 765-A and all future Mutual Members at 765-A.
  7. Member shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others who perform work on the Property, including any violation of the Mutual's Governing Documents, including, but not limited to, traffic and parking violations, maintenance of a clean job site at all times, damage to Mutual property, and use of Mutual property for storage of equipment or materials without prior approval. Member acknowledges and agrees that all such persons are his/her invitees. Member shall be responsible for informing all his/her invitees of the Mutual's Rules and Regulations. Member shall be liable for any violation of the Mutual's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith.
  8. Member is responsible for following the gate clearance process (<http://www.lagunawoodsvillage.com>) in place to admit contractors and other invitees.
  9. Member's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Mutual recreational facilities or other amenities while they are in the Village for performance of work in connection with the Property.
  10. Parking of contractors or other invitees' vehicles is prohibited in covered resident parking, open resident spaces, handicapped spaces or fire lanes. Contractors or other invitees must park on the street. To the extent possible contractors' or other invitees' vehicles should be limited in number.
  11. Prior to the issuance of a Mutual Consent for Unit Alterations, a complete set of unit specific plans prepared by a licensed architect or structural engineer depicting the proposed improvement must be submitted to the Division office located in the Laguna Woods Village Community Center. The plans must depict any required structural modifications ensuring the structural integrity of the building is maintained upon completion of the proposed improvement.
  12. Prior to the issuance of a Mutual Consent for Manor Alterations, any altered exterior surface should match the Building color; vinyl fence/gate will be either white or taupe, tubular steel or wrought iron fence/gate will be black or white; the approved colors and materials are identified as "United Laguna Woods Mutual Color Selections" at Resident Services, located at the Community Center first floor.
  13. Prior to the Issuance of a Mutual Consent for Unit Alterations, the Member shall post a Conformance Deposit in the amount of \$250 for all improvements exceeding a total of \$500. The Conformance Deposit will be held until both a Final Mutual Consent for Unit Alterations and a Final City Building Permit Issuance if required, to assure no damages to Mutual property occurs during construction, including, but not limited to, internet/TV, landscaping, or exterior walls/roof.
  14. The Conformance Deposit shall be held by the Mutual and applied, at the Mutual's sole discretion, to any fine levied against the Member or the Property, to cover and/or recoup any costs whatsoever, including, but not limited to, administrative and legal costs, incurred by the Mutual or VMS, Inc., in connection with the Property, or to any unpaid charges or

- assessments on the Mutual's account for the Property. For example, the Mutual could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Member; fines levied for construction violations; costs incurred by the Mutual in repairing damage to Mutual property caused by Member's contractor or other invitee; costs incurred by the Mutual in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Mutual's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Mutual could apply all or a portion of the Conformance Deposit.
15. If at any time the amount of the Conformance Deposit falls below 3/4ths of the amount originally required to be posted, Member agrees to immediately deposit additional sums with the Mutual in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
  16. Any remaining Conformance Deposit is refundable if the Member notifies the Division, in writing, that the improvement(s) for which the Conformance Deposit was posted have been completed in accordance with the approval, and the Division agrees with the same. The Mutual will mail the unused portion of the Conformance Deposit, if any, to the Member's address of record with the Mutual. Under no circumstances shall Member be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Member within two years from the date when the Conformance Deposit is posted with the Mutual, the Conformance Deposit will be deemed forfeited to the Mutual.
  17. All improvements must be installed in accordance with the California State Building Code, and the published Mutual Architectural Alterations Standards. See <http://www.lagunawoodsvillage.com>.
  18. During construction, work hours established by the Mutual and the Noise Ordinance set forth in the City of Laguna Woods Municipal Code must be adhered to at all times.
  19. During construction, both the Mutual Consent for Unit Alterations and the City Building Permit must be on display for public view at all times in a location approved by the Division.
  20. It is mandatory that no waste or materials associated with the construction be dumped in the Village trash bins; such waste or materials associated with the construction must be disposed of offsite by the contractor.
  21. The Mutual Consent for Unit Alterations expires six months after the date of approval, unless an application is submitted with fees and approved by the Division for an extension. Only one extension for a maximum of an additional six months may be granted.
  22. Violations of the forgoing conditions or the Mutual's Governing Documents (See <http://www.lagunawoodsvillage.com>), including, but not limited to, unpaid assessments, work outside the approved plans, excessive noise, illegal dumping, or working after hours, will result in disciplinary action, which could result in a stop work notice, loss of privileges and/or severe fines to the Member. Such fines left unpaid will result in forfeiture of a portion or all of the Conformance Deposit required above or other legal remedy.
  23. Mutual Member shall indemnify, defend and hold harmless United and its officers, directors, committee Members and agents from and against any and all claims, demands, costs, fines, judgments, settlements and any other costs, expenses, amounts and liabilities arising from



Mutual Member's improvements and installation, construction, design and maintenance of same.

**11b. Landscape Committee Recommendations - None**

**11c. Finance Committee Recommendations**

The Board upheld the recommendations of the Finance Committee to:

(1) Approve Resolution to Record a Lien against Member's ID; 947-455-60

**RESOLUTION 01-18-30**  
**Recording of a Lien**

**WHEREAS**, Member ID 947-455-60; 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**, March 13, 2018, that the Board of Directors hereby approves the recording of a Lien for Member ID 947-455-60 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.

**11d. Entertain a Motion to Approve the Election Schedule for 2018**

Director Morrison made a motion to approve the Consent Calendar. The motion was seconded by Director Leonard and the motion passed by unanimous consent.

**12. Unfinished Business**

**12a.** Entertain a Motion to Introduce a Resolution Endorsing the Handyman Program and Setting Policy (**March Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

Director Blackwell read the following resolution:

**RESOLUTION 01-18-XX**  
**Handyman Services Program**

**WHEREAS**, the United Laguna Woods Mutual (Mutual) has a chargeable service policy for non-emergency maintenance repairs for specific original and standard components within the Mutual dwelling units;

**WHEREAS**, a new Handyman Services Program has been designed to help residents with a wide range of repairs and provide other assistance around the home not covered by monthly assessments or chargeable services; and,

**NOW THEREFORE BE IT RESOLVED**, April 10, 2018, the Board of Directors of this Corporation hereby approves the Handyman Services Program as defined by the Service Agreement (attached) to provide limited maintenance services to alteration and non-standard components, not currently covered by the Mutual; and

**RESOLVED FURTHER**, participants will sign a Service Agreement and pay the \$200 annual fee; and,

**RESOLVED FURTHER**, participants will receive up to 3 service calls per month, not to exceed 2 hours per service call, for items on the Board-approved Description of Services.

**RESOLVED FURTHER**, that net revenue or net expense for the program will be reflected in the Mutual Operating Fund; and,

**RESOLVED FURTHER**, the Board recognizes that costs incurred by this program may exceed revenue generated during the initial implementation period; 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.

**MARCH initial notification**

Should the Board endorse the proposed program, staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpone the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Blackwell made a motion to introduce the Resolution Endorsing the Handyman Program and Setting Policy. The motion was seconded by Director Tibbets.

Discussion ensued among the Directors.

President Skillman called for the vote and the motion passed by unanimous consent.

**12b.** Entertain a Motion to Adopt a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records

Director Blackwell read the following resolution:

**RESOLUTION 01-18-34**

**Director Access to Corporate Books, Records and Documents**

**WHEREAS**, United Laguna Woods Mutual ("United") is a non-profit mutual benefit

corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

**WHEREAS**, United, through its volunteer Board of Directors (“Board”), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under United’s governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which grant United the authority to manage and govern the affairs of the properties within United;

**WHEREAS**, pursuant to Corporations Code Section 8334, every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director;

**WHEREAS**, a director’s general right of inspection may be preempted by the right of privacy guaranteed under the California Constitution, may be subordinate to statutes specifically protecting confidential, private, or privileged records, and California courts have also acknowledged a constitutional right to privacy held by members of HOA’s in their voting decisions;

**WHEREAS**, a director’s duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United; and,

**WHEREAS**, United desires to adopt clear guidelines and procedures for director access to United records, and directors’ handling of those records, while protecting United from liability claims arising from the review, copying and dissemination of corporate records.

**NOW, THEREFORE BE IT RESOLVED**, March 13, 2018, that the Board of Directors of this Corporation hereby adopts a Policy Governing Directors Access to Corporate Books, Records and Documents and other governing documents regarding access to United’s records; and

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

Director Blackwell made a motion to approve the Resolution establishing a policy for Directors’ access to corporate books and records. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Blackwell directed staff to add the word “and” between “Staff and me” in the third from the last paragraph on the Request for Records form.

President Skillman called for the vote and the motion passed by a vote of 7-2-0 (Director Tornig and Armendariz opposed).

### **13. New Business**

**13a.** Entertain a Motion Approving a Resolution of the Committee Appointments for United and GRF

Director Blackwell read the following resolution:

**RESOLUTION 01-18-31**  
**United Laguna Woods Mutual Committee Appointments**

**RESOLVED**, March 13, 2018, that the following persons are hereby appointed to serve the Corporation in the following capacities:

**Architectural Control and Standards Committee**

Janey Dorrell, Chair  
Don Tibbets, Co-Chair  
Cash Achrekar  
Pat English  
Gary Morrison  
Non-Voting Advisers: Michael Mehraim, Kay Anderson, Walter Ridley,  
**Ken Deepe**

**Communications Committee**

Maggie Blackwell, Chair  
Juanita Skillman - Alternate

**Executive Members Hearing Committee**

Juanita Skillman, Chair  
Janey Dorrell, Co-Chair  
Cash Achrekar

**Finance Committee**

Gary Morrison, Chair  
Manuel Armendariz  
Pat English  
Juanita Skillman  
Non-voting Adviser: Alan Dickenson

**Governing Documents Review Committee**

Juanita Skillman, Chair  
Maggie Blackwell, Co-Chair  
Gary Morrison  
Non-voting Advisers: Bevan Strom, Mary Stone

**Laguna Woods Village Traffic Hearings**

Cash Achrekar, Rotating Chair

**Landscape Committee**

Maggie Blackwell, Chair  
Manuel Armendariz  
Janey Dorrell  
Non-Voting Adviser: Pamela Grunke

**Maintenance and Construction Committee**

Don Tibbets, Chair  
Janey Dorrell  
Pat English  
Gary Morrison  
Non-voting Adviser: Del Ng, Jack Bassler

**New Resident Orientation**

Per Rotation List

**Resident Advisory Committee**

Don Tibbets, Chair  
Cash Achrekar, Co-Chair  
Juanita Skillman  
Non-voting Advisers: Kay Anderson, Nancy Lannon

**United Delegate to the Village Energy Committee**

Juanita Skillman

**RESOLVED FURTHER** Resolution 01-18-12, adopted January 9, 2018, is hereby superseded and canceled.

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

**RESOLUTION 01-18-32**

**Golden Rain Foundation Committee Appointments**

**RESOLVED**, March 13, 2018, 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:

**Business Planning**

Gary Morrison  
Juanita Skillman

**Community Activities**

Janey Dorrell  
Juanita Skillman

**Finance**

Gary Morrison  
Juanita Skillman

**Landscape Committee**

Manuel Armendariz  
Maggie Blackwell

**Maintenance & Construction**

Don Tibbets  
Gary Morrison

**Media and Communications Committee**

Maggie Blackwell  
Juanita Skillman

**Mobility and Vehicles Committee**

Cash Achrekar  
Reza Bastani

**PAC Task Force**

Juanita Skillman  
Don Tibbets

**Security and Community Access**

Pat English  
Don Tibbets

**Disaster Preparedness Task Force**

Cash Achrekar  
Gary Morrison

**Town Hall Meetings**

As Needed

**RESOLVED FURTHER;** that Resolution 01-17-132, adopted November 14, 2017, is hereby superseded and canceled.

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

Director Blackwell made a motion to approve a Resolution of the Committee Appointments for United and GRF. The motion was seconded by Director Leonard.

Discussion ensued among the Directors.

Director Achrekar asked that the Disaster Preparedness Task Force be placed in the resolution.

Director Blackwell amended the motion to include the Disaster Preparedness Task Force to the GRF Committee Appointments. The motion was approved unanimously.

President Skillman called for the vote of the original motion and the motion passed by a vote of 7-0-1 (Director Torng was absent for the vote).

**13b. Entertain a Motion to Approve a Resolution for Revisions to the Electrical Usage Reimbursement Policy**

Director Blackwell read the following resolution:

**Resolution 01-18-33**  
**Revised Electricity Usage Reimbursement Policy**

**WHEREAS**, the Mutual has historically reimbursed members for electricity consumption related to the restoration of manors as a result of moisture intrusion, as well as for excess electricity consumed due to hot water supply line leaks; and

**WHEREAS**, the practice of reimbursing members for electricity usage has not been formally recorded as an explicit United Mutual policy;

**NOW THEREFORE BE IT RESOLVED**, March 13, 2018, that the Board of Directors of this Corporation hereby adopts the revised Electricity Usage Reimbursement Policy, in accordance with Resolution 01-06-75 (Damage Restoration Policy), as follows:

- For moisture-intrusion events where dry-down of property is required, the Mutual will reimburse for electricity used at a flat rate of **\$32.00** for each room requiring the use of dry down equipment, as verified by the Moisture Intrusion Coordinator.
- For hot water leaks where excess electricity has been consumed, the Mutual will reimburse for excess electricity consumption for a maximum period of three Southern California Edison billing periods, as evidenced by detailed billing statements for each of the three periods involved. Additional electricity use beyond the period of three billing cycles is the responsibility of the Member and is not reimbursable by the Mutual.
- All reimbursements will be charged to the Contingency Fund.

**RESOLVED FURTHER**, that Resolution 01-10-268 adopted December 14, 2010 is hereby superseded and cancelled; and

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

Director Blackwell made a motion to adopt a Resolution for a revised electricity usage reimbursement policy. The motion was seconded by Director Tibbets.

Discussion ensued among the Directors.

Director Armendariz commented that the flat rate in the Resolution should be \$32.00.

Director Blackwell amended her motion to include the corrected amount.

President Skillman called for the vote and the motion passed 8-0-1 (Director Achrekar was absent for the vote).

#### **14. Committee Reports**

**14a.** Report of the Finance Committee / Financial Report – Director Morrison presented the Treasurer’s Report and reviewed the resale and leasing reports. Next meeting March 27, 2018, 2:00 p.m. in the Sycamore Room

**14b.** Report of the Architectural Control and Standards Committee – Director Dorrell  
Next meeting March 15, 2018, 9:30 a.m. in the Sycamore Room.

**14c.** Report of the Communications Committee – Director Blackwell reported from the Communications Committee. Next meeting TBA.

**14d.** Report of Executive Hearings Committee - President Skillman reported that the majority of disciplinary cases are due to illegal occupancy, unauthorized restorations and patio clutter. Next meeting March 22, 2018, 9:00 a.m. in the Willow Room.

**14e.** Report of the Governing Documents Review Committee - President Skillman reported the Committee reviewed the stock membership certificate, updated resale documents, updating election procedures and financial policies. Next meeting March 26, 2018, 2:00 p.m. in the Sycamore Room.

**14f.** Report of the Landscape Committee - Director Blackwell reported that the Landscape Committee will be discussing bluebird boxes at the next meeting. Next meeting April 26, 2018, 9:00 a.m. in the Board Room.

**14g.** Report of the Maintenance & Construction Committee - Director Tibbets reported on handyman service, waste line and concrete reports, energy consultant recommendation, the pushmatic electric panels, dry down flat rate and installation of shepherd’s crooks on the perimeter walls. Next meeting April 25, 2018, 9:00 a.m. in the Board Room

**14h.** Report of the Resident Advisory Committee – Director Tibbets encouraged residents to attend this meeting to get information and ask questions. Next meeting March 15, 2018, 3:00 p.m. in the Sycamore Room

#### **15. GRF Committee Highlights**

**15a.** Report of the Finance Committee—Director Morrison gave an update on the KPMG pre-audit report and the Blackrock Risk Insurance report. Next meeting April 18, 2018, 1:30 p.m. in the Board Room.

**15b.** Report of the Community Activities Committee—Director Dorrell reported the Committee discussed the bluebird boxes at the last meeting and it will be discussed further at the next Landscape Committee. She gave an update on the pickleball



courts and upcoming events. Next meeting May 10, 2018, 2:00 p.m. in the Board Room.

**15c.** Report of the Maintenance & Construction Committee—Director Tibbets gave and update on the pickleball courts, the lawn bowling project, clubhouse 3 renovation, gates and roofs. Next meeting March 14, 2018, 9:30 a.m. in the Board Room.

**15d.** Report of the Media and Communication Committee—Director Blackwell commented that the Committee is working on the “scoop,” a new feature on the website where residents can find out correct information on rumors. The Committee also reviewed the village television and media logos and the fox channels negotiations are done. Thrive is a program of 30 minute spots on Village Television to share moments of life in the Village. Next meeting March 14, 2018, 1:30 p.m. in the Board Room.

**15e.** Report of the Mobility and Vehicles Committee—Director Achrekar. Next meeting April 4, 2018, 1:30 p.m. in the Board Room.

**15f.** Report of the Security and Community Access Committee—Director Tibbets reported the Committee is working on decals that cannot be removed and golf cart extension cord enforcement. Next meeting April 26, 2018, 1:30 p.m. in the Board Room.

- Laguna Woods Village Traffic Hearings – Director Achrekar reported most fines were reduced or excused. They are looking into issuing warning citations for RV violations. Next meeting March 21, 2017, 9:00 a.m. in the Board Room and 1:00 p.m. in the Cypress Room
- Disaster Preparedness Task Force—Director Achrekar. Next meeting March 27, 2018, 9:30 a.m. in the Cypress Room.

## **16. Future Agenda Items**

**16a.** Entertain a Motion to Approve a Resolution for Closets and Interior Partition Walls Policy (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

**16b.** Entertain a Motion to Approve a Resolution Establishing a Policy and Application for Co-occupants (**FEBRUARY Initial Notification—must postpone 30 days (April) to comply with Civil Code §4360**)

**16c.** Entertain a Motion to Approve a Resolution Endorsing the Handyman Program and Setting Policy (**March Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

**16d.** Entertain a Motion to Approve a Resolution Establishing a Policy for Directors' Access to Corporate Books and Records (**FEBRUARY Initial Notification—must postpone 30 days to comply with Civil Code §4360**)

## **17. Director's Comments**

Director Achrekar, Tibbets, Blackwell, Morrison and Dorrell thanked Director Leonard for his service.

Director Torng commented on Director Access to Corporation Documents.

Director Leonard announced it is annual Good Samaritan day.

President Skillman wished Director Leonard the best of luck in his new endeavors.

**18. Recess** - *At this time the Meeting will recess for lunch and reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

The meeting recessed at 12:44 p.m. into the Executive Session.

## **Closed Executive Session Agenda**

*Approval of Agenda*

*Approval of the Following Meeting Minutes;*

*(a) February 13, 2017 – Regular Executive Session*

*Discuss and Consider Member Matters*

*Discuss Personnel Matters*

*Discuss and Consider Contractual Matters*

*Discuss and Consider Litigation Matters*

## **19. Adjourn**

The meeting was adjourned at 3:05 p.m.

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Maggie Blackwell, Secretary of the Board  
United Laguna Woods Mutual

# UNITED LAGUNA WOODS MUTUAL

## **POLICY GOVERNING DIRECTOR ACCESS TO CORPORATE BOOKS, RECORDS AND DOCUMENTS**

The following policy has been duly adopted by the Board of Directors and is in effect as of \_\_\_\_\_, 2018. United Laguna Woods Mutual (“United”) requires clear guidelines for director’s handling of corporate records and information, i.e., to keep it confidential, unless disclosure is approved by the Board (majority), or law, as determined by legal counsel, and to identify those records requiring special handling due to their sensitive, confidential nature.

The following policies are intended to provide clear guidelines and procedures for access to certain United records. Current directors serving on the Board have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, provided same is done at a reasonable time. (*Corporations Code* § 8334.) However, the manner and extent of the director’s inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members, including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995); *Corporations Code* § 8336.)

These policies and procedures work to uphold the rights of directors while protecting United from liability claims that may arise from the review, copying and dissemination of sensitive, corporate records. Without established policies and procedures there exists significant opportunity for conflict amongst and between directors, employees and shareholders.

**NOTICE: IMPROPER OR UNAUTHORIZED (ABSENT BOARD APPROVAL) DISCLOSURE OF INFORMATION CONTAINED IN THE BOOKS AND RECORDS OF UNITED COULD RESULT IN PERSONAL LIABILITY TO THE DIRECTOR, AS WELL AS TO UNITED, AND WILL SUBJECT THE OFFENDING DIRECTOR TO FORMAL DISCIPLINARY ACTION BY THE BOARD.**

### **I. Director Access to Books, Documents, Records or Other Information Available to Directors Pursuant to their Inspection Rights:**

Although directors have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United, same must be done at a reasonable time. The manner and extent of the director’s inspection and copying rights may be subject to reasonable regulations based on balancing the interests of United and its Members,

including privacy and other Constitutional rights, as well as those rights of the director to inspect corporate documents on just and proper conditions. Following are reasonable guidelines and requirements for directors to follow when exercising their right to inspect:

**A. Written Request to Inspect Books, Documents, Records or Other Information**

Upon written request to inspect corporate books, documents, records or other information, directors will be afforded the opportunity to inspect the requested corporate books, records or other documents, subject to the limitations of Article II below. Corporate records and documents are maintained at the Administration Building. Directors must make an appointment with staff (preferably at least five business days in advance of his or her request to inspect corporate books and/or records), which appointment may be made only during normal business hours, Monday through Friday from 9 am to 5 pm.

**B. Director Physical Inspection of Books, Documents, Records or Other Information**

Subject to the inspection limitations set forth in Article II below, directors may inspect the books and records and/or the physical property of United upon written request, and access to same will be provided within a reasonable amount of time. Appointments with staff may be made (preferably not less than five business days following the director's request for inspection), provided a determination has been made that the director is entitled to access the requested book, record, document or other information. The requesting director shall not be entitled to inspect books, documents, records or other information that may create an invasion of privacy and/or conflicts of interest as set forth herein.

Directors shall not be permitted to copy books, documents, records or other information of United. Notwithstanding, directors may submit, in writing, his or her reasoning, purpose and need for copying the document or record, which shall be reasonably related to the director's interest and role as a director of United. Director shall also agree, in writing, to not disclose, disseminate, or otherwise make available the copied book, record or other document to any third person, and shall indemnify and hold harmless United and its Board, Staff, and officers from any and all claims, damages and liability arising out of or related to the copying of the book, documents, record or other information. A majority of the Board shall, in its sole discretion, determine whether the requesting director's purpose, need and reasoning for copying the book, record or other document is reasonably related to his or her interest and role as a director and whether the need to copy same is reasonable or necessary; the requesting director shall recuse him- or herself from said discussion and vote.

**C. Limitations on Director's Frequency of Requests to Inspect Books, Documents, Records or Other Information**

The purpose of this policy is not to limit director access to records he or she is entitled to view; rather, this policy is intended to preserve privacy rights, prevent conflicts of interest and minimize exposure to liability in connection with access to United books, records, document and other information.

While directors certainly have the right to request to inspect corporate books, records or other documents, and United will fully comply with its obligations under the law related thereto, such requests cost United time and money by way of Staff taking the time to assemble the records and to make same available to the director, as well as any legal costs that may be incurred to ensure compliance and to ensure privacy rights are not infringed upon. These costs are borne by all Members.

To that end, directors shall not be permitted access to corporate books, records, documents or other information in a frequency that causes an undue burden on staff or the Board, as determined by a majority of the Board. Any and all requests limited by Article II below shall constitute a request for purposes of this limitation on frequency of requests for access to corporate books, records, documents or other information.

**D. Disclosure to Board of Directors a Request to Inspect Books, Documents, Records or Other Information**

Upon written request of a director to access corporate books, records or other documents, the United Board President shall review the request and determine whether said request may be limited as provided in Article II below. Should the President determine that the request may invade privacy rights and/or create a conflict of interest (whether potentially or actually), the President may deny the request.

Any and all written requests for access to United books, records, documents or other information shall be disclosed to the United Board of Directors prior to the appointment date to access same as outlined in paragraphs A and B above.

Should the requesting director request to copy books, records or other documents, the Board, excluding the interested Director, shall review the written reasoning, need and purpose to copy same, and shall vote on whether this purpose is reasonably related to the director's interest and role as a director serving on the Board. Notwithstanding, the requesting director may be provided electronic copies, in a non-editable format (e.g., PDF), without the Board reviewing the request.

**E. Resolution Disputes Regarding a Director's Inspection of Books, Documents, Records or Other Information**

Should the director's request for access be denied according to paragraph D above, the director may appeal to the entire Board. The Board of Directors shall review the request and determine whether same may be limited by Article II herein below. A majority of the Board shall, in its sole discretion, determine whether the request will be limited as set forth herein; the requesting director shall recuse him or herself from said discussions and vote.

**II. Books, Documents, Records or Other Information Not Subject to Inspection, Copying or Review by Directors:**

The following books, documents, records or other information shall not be subject to inspection or copying by directors based on the potential for invasion of privacy and/or conflicts of interest. Directors owe United certain fiduciary duties, including, but not limited to, the duty of confidentiality, the duty of loyalty and the duty of due care. Directors must act in good faith, in the best interests of United, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. (*Corporations Code* § 7231.)

**A. Privacy<sup>\*</sup>: Books, Records, Documents and Other Information Not Subject to Inspection.**

There is a legally recognized privacy interest in precluding the dissemination or misuse of sensitive and confidential information ("informational privacy"). Informational privacy is the core value furthered by the California Constitution. (Cal. Const. Art. I, § 1.) A particular class of information is private when well-established social norms recognize the need to maximize individual control over its dissemination and use to prevent unjustified embarrassment or indignity.

Therefore, any and all books, records, documents or other information containing information that, if disclosed, would infringe, or has the potential to infringe, on a Member's privacy rights, shall not be subject to inspection or copying by a director, including, without limitation:

(1) Ballots or any other documents with information revealing the identity of a voter and how their cast their vote; and

(2) Personnel information, including employment records (e.g. performance evaluations, payroll records, etc.). However, personnel information is subject to review by the Board of Directors in connection with proper United business, but such records shall be handled by the Board (majority) and with due care.

**B. Conflict of Interest (Potential or Actual)\*: Books, Records, Documents and Other Information Not Subject to Inspection.**

Directors owe United a duty of undivided loyalty, and may not make decisions for United that benefit their own interests at the expense of United and/or its Members. (*Raven's Cove Townhomes, Inc. v. Knuppe Development Co.*, 114 Cal. App. 3d 783 (1981).) The duty of loyalty involves not only the duty to avoid conflicts of interest, but requires full disclosure of any interests potentially adverse to United. A director has the duty to serve the interests of all Members. To that end, where an actual or potential conflict of interest exists, the director shall not be entitled to inspect or copy the following books, records, documents or other information relating to, arising out of, or in connection with:

- (1) Litigation or other formal action (criminal, civil, administrative, etc.) against United in which the director (including his/her family members, guests, tenants, agents, or invitees) is involved as an opponent. This information is protected by, among other privileges, the attorney-client and work product privileges;
- (2) The personal or financial interests of the director, including his/her family members, guests, tenants, agents, or invitees;
- (3) The director's stated or implied (through the director's conduct) intent to disclose (without authorization of the Board) or to otherwise violate his/her fiduciary duties; and
- (4) Neighbor-to-neighbor disputes, including, but not limited to, sensitive records pertaining to a director's neighbor, when such director is involved in a neighbor to neighbor dispute (e.g., architectural applications, disciplinary hearing notices, violation notices, nuisance claims, or other letters to or from the neighboring Member).

*\*The records set forth herein shall not be considered an exhaustive list, and a director may be precluded from inspecting or copying certain books, records or documents that infringe (or have the potential to infringe) on privacy rights or where the director has a potential or actual conflict of interest.*



**Director Request for Access to Corporate Books, Records And Documents**

Current directors serving on the Board of Directors of United Laguna Woods Mutual have the “absolute right” to inspect and copy all books, records and documents of every kind and to inspect the physical properties of United Laguna Woods Mutual (“Corporation”), provided same is done at a reasonable time. (Corporations Code § 8334.) However, the manner and extent of the director’s inspection and copying rights may be subject to reasonable regulations based on balancing the interests of the Corporation and its Members and employees, including privacy and other Constitutional rights, as well as those rights of the director to inspect Corporation documents on just and proper conditions, including avoiding conflicts of interest. (*Chantiles v. Lake Forest II Homeowners Association*, 37 Cal.App.4th 914 (1995); Corporations Code § 8336.)

I request the following:

\_\_\_\_\_ Review/inspect corporate books, records and documents

\_\_\_\_\_ Copy corporate books, records and documents

Records/documents from date(s): (from) \_\_\_\_\_, 20 \_\_\_\_\_ (to) \_\_\_\_\_, 20 \_\_\_\_\_

The records/documents that I request are:

\_\_\_\_\_  
\_\_\_\_\_

My purpose in asking to inspect/copy the foregoing records/documents is:

\_\_\_\_\_  
\_\_\_\_\_

Director Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address (If address is different): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**I understand that the Corporation may request clarification of my request. Such clarification may require dialogue between the Staff **and** me, which may impact the date on which my request becomes active. I understand that it is up to me to arrange for a copy service if I want copies, or I may request that the Staff make copies.**

**I acknowledge and agree the corporate books, records and documents, and any information from them, may not be sold, used for a commercial purpose, or used for any other purpose not reasonably related to my interests as a Director of the Corporation. I agree to keep the corporate books, records and documents, and any information from them confidential and agree to return the corporate books, records and documents to the Staff at the end of my term as a director.**

**I understand that legal action may be brought against me for injunctive relief and for actual damages to the Corporation caused by a violation of the foregoing.**

Signature: \_\_\_\_\_



## ***Handyman Services Program – Description of Services***

- **Fluorescent Tubes/Light Bulbs**: Replace any light bulb in the manor including non-functioning appliance bulbs. *Resident is responsible for supplying bulbs.* Replace defective fluorescent ballast.
- **Lamps**: Repair or replace defective switches, sockets, and wiring. Replace defective cords and plugs.  
Replace defective cord line dimmer switches. Assemble and test new lamps.
- **Alteration Light Fixtures**: Raise, lower and install resident-supplied chandeliers. Repair or replace defective light sockets and ballasts. Repair wiring within the fixture. *Install new resident-supplied light fixtures.*
- **Other Alteration Electrical**: Replace defective light switches and outlets. Replace defective GFI outlets. Reset tripped circuit breakers. Repair electrical wiring shorts within the box. Replace defective door bell, button and transformer.
- **Alteration Drains**: Clear clogged drains within the unit including kitchen sink trap, garbage disposal, dishwasher air gap, bathroom sink trap, toilets, tub, and shower.
- **Alteration Plumbing**: Repair or replace traps, pipes and hoses from the floor to the wall as needed.  
Repair or replace tub and basin stoppers.
- **Alteration Toilets**: Replace defective flush valves, balls, and flappers. Replace seals as needed.  
Resolve stoppages in alteration toilets or caused by the resident.
- **Alteration Sinks, Kitchen and Bath**: Replace leaking hoses and supply lines. Replace defective spray heads. Unplug, clean or replace drain traps. Repair or replace defective stoppers. Repair or replace defective pull rods. Remove trap to recover items lost in drain.
- **Alteration Tub and Showers**: Repair or adjust tub and shower doors as needed. Clear clogged drains.  
Repair stopper. *Replace shower head (resident-supplied).* Reinstall fallen shower curtain.
- **Alteration Faucets**: Repair faucets within the unit. Replace aerators, if needed. *Replace handles (resident-supplied).*
- **Alteration Garbage Disposals**: Replace resident supplied disposal. Clear jammed disposals. Reset switch. Replace defective wall switch. Clean or replace air gap as needed. Repair or replace electrical cord.
- **Alteration or Upgraded Dishwashers**: Remove object in tub. Repair interior parts as needed. Tighten counter attachment screws as needed. Repair leaking drain hose.
- **Vent Fans**: Replace defective switch. Repair fan blade vibration.
- **Alteration Water Heaters**: Adjust temperature. Inspect for leaks. Replace supply line washers as needed. Reset tripped thermostat control. Replace defective safety valve. Repair leaking drain valve.
- **Window and Deck Shades**: Adjust pull string. Tighten loose brackets. Replace worn end brackets.

*Install (resident-supplied) shades.*

- Alteration Closet/Wardrobe doors: Adjust or reset doors. Lubricate doors as needed. Replace defective rollers and missing or defective floor glides. Adjust locking handles. Lubricate hinges as needed.
- Closets: Replace broken alteration clothes pole and sockets.
- Alteration Sliding Glass Doors and Windows: Lubricate and adjust rollers. Replaced defective rollers.  
Adjust and lubricate lock. Replace defective lock. Adjust off track door. Replace fallen screens.
- Alteration Sliding Screens: Adjust off track door. Lubricate as needed. Replace defective rollers.  
Adjust or replace latch. Reinsert loose screen in frame.
- Drapery Rods: Lubricate pulley as needed. Replace defective draw cord. Replace defective cord tension device. Replace plastic hook eyelets as needed. Reinstall rod screws. Remove drapes for cleaning and reinstall.
- Alteration or Personal Property Drawers: Repair or replace broken runners. Lubricate hinges as needed. Tighten loose screws. Lubricate or replace rollers as needed. Tighten loose pull knobs.
- Alteration or Personal Property Cabinets: Tighten loose hinges. Lubricate and adjust hinges as needed. Replace defective hinges. Tighten loose pull knobs.

The "Personal Services" section describes chore type services.

The United Laguna Woods Mutual Handyman Service Program does not cover cleaning tasks of any kind, although you may use the service to help you access areas to make it easier for you to clean them (i.e. moving a heavy appliance to allow cleaning below or behind it.) This program also does not cover landscaping or roofing services.

Personal Services – Are intended to help residents with everyday chores that have become a burden. The resident will supply any necessary parts for personal services. Items covered include, but are not limited to:

- Resident Assistance Equipment (*all equipment supplied by resident*): Install wood blocks under bed.  
Install raised toilet seat. Install toilet support/grab bars. Tighten loose shower grab bars.
- Install vacuum cleaner bag
- Remove or install table leaves
- Open or close convertible couches
- Turn mattress
- Move lightweight furniture
- Hang small lightweight shelves

- Move or hang potted plants
- Install paper towel hangers
- Install cup hooks
- Small carpentry jobs
- Duplicate keys made

*Other tasks that take less than a half-hour will be considered on a negotiated basis.*

**UNITED LAGUNA WOODS MUTUAL HANDYMAN  
SERVICES PROGRAM**

**SERVICE AGREEMENT**

**LENGTH OF CONTRACT**

This Agreement shall be effective for one full year from the date that payment for the program and this contract are received.

**COST**

The cost of the program is \$200.00 per year for cooperative and condominium units. Please make your check payable to United Laguna Woods Mutual or ULWM.

**SERVICES**

The resident purchasing the service program is entitled to three (3) service calls per month for his/her manor for services listed on the Description of Services attached to this Agreement for the term of the Agreement. Services not listed on the Description of Services List excluded.

For purposes of this Agreement a service call is one trip to a manor to perform services, provided such trip does not exceed two hours. Single trips shall be considered two service calls if they exceed two hours. If additional trips are needed to complete the services requested it will not count as another service call unless such additional trips cause the total service time to exceed the two hour limit.

**PARTS**

All parts required for services under this Agreement will be supplied by ULWM unless it states otherwise in the Description of Services. Parts required to be supplied by the resident may be purchased by the resident from VMS Warehouse. Parts are subject to availability.

ULWM does not assume responsibility or liability for any damage or loss in any way related to the Resident's alleged failure to obtain parts in a timely manner.

**APPOINTMENTS AND HOURS**

Services will be scheduled and services will be performed during regular business hours, Monday through Friday, 8:00 AM to 3:30 PM, excluding holidays. To request a service, a resident should call 949-597-4600 and reference the Handyman Services Program.

Services requested by the resident after hours or on holidays will not be covered by this Agreement regardless of whether they fall within the scope of services set forth on the Description of Services list.

ULWM does not assume responsibility or liability for any damage or loss in any way related to VMS's alleged untimely response to any "emergency" or other request for service.

**TRANSFER TO NEW OWNER**

A resident's rights and obligations under this Agreement shall be transferred during the term of the Agreement to any individual that subsequently purchases his/her manor. This transfer shall occur automatically upon change in ownership and at no charge. Under no circumstances may a resident's rights under this Agreement be transferred to a different address than that under which it was purchased.

**EXCLUSIONS AND LIMITATIONS**

ULWM will not in any way pay for any services performed by anyone other than VMS staff, unless ordered, or, authorized in writing, by ULWM. This Agreement shall not apply to any appliance or electronic product covered by an express warranty. ULWM reserves the right to refuse to service/repair any appliance or other



## FAQ SHEET

### FREQUENTLY ASKED QUESTIONS:

Below are some frequently asked questions and answers about the Handyman Services Program.

**Q: How do I arrange for handyman service at my manor?**

A: Call (949) 597-4600. A representative will review your request and create a service order. Staff will then call you to schedule an appointment at a time that is convenient for you.

**Q: What is the cost for service?**

A: The rate is \$200 for a 12-month period.

**Q: Can I pay with a credit card?**

A: Yes. Payment may be made by credit or personal check.

**Q: How do I join?**

A: By signing a Service Agreement and submitting payment. This can be done a few different ways.

1) Visit us in person at Resident Services in the Laguna Woods Village Community Center, where a representative can walk you through the process.

2) Call Resident Services at (949) 597-4600. You will be sent the necessary documents to complete and return along with payment.

3) Print out a copy of the Service Agreement from the website, fill it out and send it with a check for the correct amount to ULWM to P.O. Box 2220, Laguna Woods, CA 92654-2220, Attn: Handyman Service.

**Q: How many requests can I make for service?**

A: You are allowed three service calls per month with each call allowing up to two hours of work.

**Q: Is there a charge per service call?**

A: No. The only cost to you is the yearly fee. Parts that are not covered by the Service Agreement will need to be provided by the resident.

**Q: When is the service offered?**

A: Appointments are available Monday through Friday from 8:00 a.m. to 3:30 p.m., excluding holidays. You may call for service during normal business hours.

**Q: If I sell my unit and/or move to another manor within Laguna Woods Village, does the Service Agreement move with me?**

A: No. The Service Agreement is tied to the manor. The new buyer/resident will retain the Service Agreement benefit.

**Q: Can I cancel my Service Agreement?**

A: Yes. You may cancel within the first 30 days of signing and receive a full refund if the service

has not been used. If the service has been used, you are entitled to a pro-rated refund based on the retail value of services performed.

**Q: What is covered by the Service Agreement?**

A: Many items are covered. See details of items covered on the Description of Services list.

**Q: Will the coverage currently provided by United Laguna Woods Mutual change?**

A: No. Maintenance policies for your Mutual remain the same.