



OPEN MEETING

REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
GOVERNING DOCUMENTS REVIEW COMMITTEE

Monday, September 23, 2019 – 1:30 P.M.  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**NOTICE & AGENDA**

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of the Report from July 22, 2019
5. Chair's Remarks
6. Member Comments (Items Not on the Agenda)

Consent:

*All matters listed under the Consent Calendar are considered routine and/or informational and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

Reports:

None.

Items for Discussion and Consideration:

7. Review and Discuss the Co-Occupancy Policy
8. Review the Charter for the VMS Liaison Committee for United Mutual

Concluding Business:

9. Committee Member Comments
10. Future Agenda Items
  - a. A Member Guide to United Governance
  - b. Executive Committees and how the word "charter" is currently used
11. Date of next meeting is October 21, 2019
12. Adjournment

Maggie Blackwell, Chair  
Siobhan Foster, Staff Officer





UNITED LAGUNA WOODS  
MUTUAL

**OPEN MEETING**

**REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
GOVERNING DOCUMENTS REVIEW COMMITTEE**

Monday, July 22, 2019 – 1:30 P.M.  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**MEMBERS PRESENT:** Maggie Blackwell - Chair, Juanita Skillman, Andre Torng, Advisors Bevan Strom and Mary Stone

**MEMBERS ABSENT:** Anthony Liberatore

**OTHERS PRESENT:** Elsie Addington, Manuel Armendariz, Roberta Berk, Dick Rader

**STAFF PRESENT:** Siobhan Foster, Pamela Bashline, Christine Spahr

**REPORT**

**1. Call to Order**

Chair Blackwell called the meeting to order at 1:30 p.m.

**2. Acknowledgement of Press**

No press was present.

**3. Approval of the Agenda**

President Skillman moved to approve the agenda. Director Addington seconded. The committee was in unanimous support.

**4. Approval of Report from the June 24, 2019 Meeting**

President Skillman made a motion to approve the Report. Director Addington seconded. The Report was approved by consensus.

**5. Chair's Remarks**

Chair Blackwell stated that today's meeting will be reviewing the topic of guarantors once again.

**6. Member Comments (Items not on the agenda)**

None.

Consent Calendar:

*All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

Reports:

**7. Review and Discuss Allowing Guarantors**

Ms. Bashline reviewed the history of this topic to-date.

Chair Blackwell went over the information from staff regarding guarantors and stated that only 12 people are behind on their assessments at this point in time.

She stated that if the guarantor dies, the guarantee passes to the heirs of the guarantor.

Discussion whether the guarantors only apply to the assessments. Wording in agreement states that it applies to a Member's debt and/or obligations if Member should default or otherwise fail to pay a debt and/or obligations to United.

Committee requested that a larger font of 12 point be used where possible.

Committee requested Staff to update the Staff Report, which will accompany this agenda item, and make it clear that ALL indebtedness is an obligation of the guarantor, including past due chargeable services fees.

Discussion ensued on whether guarantors are warranted.

Director Torng stated that because we currently don't allow guarantors, we may have less buyers.

President Skillman stated that a guarantor has no right to the unit.

Director Addington made a motion to include in the guarantor agreement that the guarantor and their assets shall be located in California, that the financial requirements of guarantors are included in the agreement, and clarify that past due chargeable services and fines are included, not just the assessments. President Skillman seconded the motion.

A vote was called and four were in favor. None opposed. The motion passed.

Director Torng made a motion to only allow family members to be a guarantor. No second so motion failed.

The committee requested a redline of these proposed updates to the agreement be presented at the next Board meeting for Board consideration.

The committee requested to add to the wording in the agreement that the financial requirements for guarantors may be amended from time to time.

The committee requested that the United attorney decide if "and/or" wording is appropriate in second bullet of the financial requirements for guarantors.

Items for Discussion and Consideration:

None.

Concluding Business:

**8. Committee Member Comments**

President Skillman said it will be a great discussion when this topic goes back to the Board and the redline will illustrate what is being voting on.

Director Addington stated that this is a well-balanced agreement.

Director Torng said he is glad guarantors is back on table and he believes it will increase prices and housing demand if it is passed. The more turnover here will increase the housing price.

Advisor Stone stated that committee members should wait until the Chair calls on them to speak at this meeting and it will be a much more efficient meeting.

Advisor Strom stated that some are looking at this topic as an investment but she thinks it's more to do with allowing family to help each other.

**9. Future Agenda Items**

- A Member Guide to United Governance
- Executive Committees and how the word "charter" is currently used
- Explanation of requirements for an heir to become a Member

**10. Date of next meeting is September 23, 2019**

Committee agreed there would be no committee meeting in August.

**11. Adjournment at 3:02 p.m.**

  
Maggie Blackwell, Chair





## **Co-Occupancy Policy**

Approved on April 10, 2018; Resolution 01-18-39

### **I. Purpose**

The purpose of this document is to define the policy of United Laguna Woods Mutual (ULWM) regarding Shareholders who seek an individual to be Co-occupant.

### **II. Definitions**

- a. Application – the form prescribed by ULWM to apply for approval to Co-occupy the Unit (Exhibit A).
- b. Approval – written authorization to Co-occupy the Unit granted by ULWM or authorized VMS staff member(s).
- c. Assessment – the monthly amounts which Members are bound to pay pursuant to the terms of their respective Occupancy Agreements. Also known as carrying charges.
- d. Charge – fee, fine, and/or monetary penalty that ULWM may levy upon a Shareholder(s) pursuant to the Governing Documents.
- e. Co-habitant – persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.
- f. Community – Laguna Woods Village.
- g. Co-occupant – Qualifying Permanent Resident as defined by Civil Code §51.3 (Addendum 1) and any person who seeks to reside with a Qualifying Resident, who is approved by the Board of Directors for occupancy, and who shall certify on the application submitted to the Corporation that he or she satisfies at least one of the following criteria and shall provide such additional certification or information as the Corporation or its managing agent may require:
  - i. At least forty-five years of age; or
  - ii. A spouse of a Qualifying Resident; or
  - iii. A co-habitant of a Qualifying Resident, or
  - iv. A provider of primary economic support to a Qualifying Resident; or
  - v. A provider of primary physical support to a Qualifying Resident.
- h. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation.
- i. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
- j. Identification (ID) Card – photo ID card issued by GRF to Shareholders, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.

- k. Member – Shareholder(s) entitled to Membership in the Corporation and approved by the Board of Directors. Also known as Shareholder and Qualified Resident.
- l. Occupancy Agreement – the agreement between the Corporation and its Shareholder(s), respectively, under the terms of which said Shareholder(s) are entitled to enjoy possession of their respective Units and the use of facilities owned by ULWM and GRF.
- m. Qualifying Resident – any person who is at least 55 years of age and who has been approved by the Board of Directors for occupancy of a Unit.
- n. Shareholder – a Qualifying Resident approved by the Corporation to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued. Also known as Member.
- o. Staff Member – individual employed by Village Management Services, Inc. (VMS) authorized to act on behalf of ULWM.
- p. Sub-Lessee – any person or persons who sub-lease a Unit from a Member for such a period of time and on such forms as authorized by the Board of Directors, and shall be permitted by the Rules and Regulations adopted by the Board of Directors from time to time.
- q. ULWM – is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative mutuals. In a cooperative, Shareholders are members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation.
- r. Unit – a dwelling unit owned by the Corporation, and the Member's separate interest; specifically, the exclusive rights to occupy a specific portion of real property within the Development. Also known as Manor.
- s. Vehicle Decal – identifying marker, supplied by GRF, to residents; a decal is required for parking within the Community other than by guests or contractors.

### **III. Fees**

See Schedule of Fees.

### **IV. Terms and Conditions**

- a. General Information
  - i. ULWM is an independent-lifestyle and age-restricted senior citizen community, as defined by California Civil Code §51.3. No form of healthcare or assisted living is provided by ULWM. Each resident is responsible for his/her own health, safety, care and welfare.
  - ii. Authorization for Co-occupancy shall be effective only when approved in writing by ULWM and issued in writing by an authorized VMS staff member(s) of ULWM.
  - iii. An Application to reside in a Unit shall be made on the form prescribed by ULWM (Exhibit A). Any changes in such form shall



- not be deemed a change in this Occupancy Policy which requires notice to the Shareholder(s) of ULWM.
- iv. Approval of the Co-occupancy Application by ULWM, in and of itself, does not confer any right on the Co-occupant other than the revocable right to occupy the Unit named on the Application.
  - v. ULWM shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit B).
  - vi. Appearance of the Community is important, and residents are required to keep their balconies, patios, walkways, and carports free of clutter per the Governing Documents.
  - vii. The Resident Services Department will notify the Shareholder(s) of the approval or denial status of the application within seven business days of submittal of the complete application.
  - viii. Shareholders are required to check with the Manor Alterations Division before making any structural or landscape alterations. Please contact the Manor Alterations Division at (949) 597-4616. Contractor's trash must not be put into Community Dumpsters.
  - ix. Guest occupancy is permitted for a maximum period of 60 days per twelve month period, per guest, solely in conjunction with the occupancy by a Qualifying Resident or Co-occupant.
  - x. Unless otherwise required by law, the maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one; no more than two persons in a one bedroom Unit; no more than three persons in a two bedroom Unit. There is an additional monthly GRF fee for each person in excess of two.
  - xi. ULMW and Shareholder(s) have the right to terminate Co-Occupant status at any time, without cause; however, Civil Code §51.3 may be interpreted to inhibit this right of termination under certain circumstances.

b. Occupancy

- i. Co-occupant(s) shall be entitled to occupy the Unit indicated on the application.
- ii. The Shareholder(s) and Co-occupant cannot have a landlord-tenant relationship and no remuneration will be paid or collected during the duration of the Co-occupancy.
- iii. Co-occupant(s) and Shareholder(s) will reside in the Unit; when necessary, the Board reserves the right to require proof of residency.
- iv. Individuals may reside in the Unit only if they co-occupy with the Shareholder(s) who is/are in residence, and meet the requirements of a Co-Occupant; or are the parents of children who purchased prior to November 8, 2016 (Resolution U-89-94 rescinded) with one Qualifying Resident at least 55 years of age.

- v. Co-occupant(s) may use the facilities and receive the services made available by GRF. The facilities and services may be modified or discontinued by GRF at any time.
- vi. Shareholder shall be responsible for the conduct and department of the Co-occupant.
- vii. Co-occupant shall be subject to the same rules, regulations, restrictions, and Occupancy Agreement that are applicable to the Shareholder(s), except with respect to payment of carrying charges. If Co-occupant ever shall become the legal or equitable owner of the Membership, Co-occupant will apply for Membership and execute an Occupancy Agreement in ULWM in the form generally used by ULWM and will pay all amounts due pursuant to the Occupancy Agreement.
- viii. Shareholder(s) and Co-occupant(s) shall be equally responsible for payment of any charges incurred by Co-occupant(s) in respect to service provided by GRF or ULWM.
- ix. Shareholder(s) agrees to pay to ULWM an additional sum each month for each Co-occupant in excess of two at the rate prescribed by ULWM.
- x. Shareholder(s) shall be responsible for cancelling the Co-occupancy status and returning Co-occupant's ID Card and Vehicle Decal when Co-occupant ceases to reside in the Unit.
- xi. Co-occupant shall not have been convicted of a felony within the last 20 years or a misdemeanor involving moral turpitude within five years immediately preceding the date of application.

## **V. Procedure**

- a. The Shareholder(s) must complete and submit the Occupancy Application for Board review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- b. The Application and additional documentation must be submitted to the Resident Services Department. Additional required documentation:
  - 1. Proof of age/identity (copy of driver's license, birth certificate, or passport) for each Co-occupant.
  - 2. Department of Justice Criminal Background Report for each Co-occupant.
  - 3. Credit (FICO) Score for each Co-Occupant provided by TransUnion, Experian, or Equifax.
  - 4. Proof of Income (Social Security, Bank Statements/Deposits, Pensions, Annuities, etc.)
  - 5. Emergency Contact Information for each Co-occupant (Exhibit C).
- c. The Board or authorized VMS staff member(s) will review the Application and approve or deny the request in writing.
- d. Upon receipt of an Application, the Resident Services Department will research if the Shareholder(s) has/have received notices of rules

violations or is subject to any outstanding Charges and Assessments before approval of the application.

- e. The Resident Services Department will notify the Shareholder(s) of the results within seven business days, unless it notifies the Shareholder(s) that it requires additional time to review and/or requests additional information from the Shareholder(s) while conducting its review.
- f. The Resident Services Department hours of operation are Monday-Friday, federal holidays excepted, 8:00 A.M. to 5:00 P.M., phone number (949) 597-4323.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

## **VI. Enforcement**

ULWM is authorized to take disciplinary action against a Shareholder(s) whose dwelling may be found in violation of the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, discipline as set forth in the Governing Documents.

The Board has the authority to impose monetary fines, suspend Shareholder(s) privileges, and/or bring forth legal action. The Shareholder(s) are entirely responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community. This includes any Co-occupant, Lessee, Guest, Care Provider, Vendor, invitee or contractor. Disciplinary action against a Shareholder's privileges applies to the Co-occupant(s).

The Shareholder(s) and Co-occupant(s) must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.

Nothing contained herein shall relieve Shareholder(s) of the performance of any obligation owed to ULWM and/or GRF under the Governing Documents.

A complaint may be registered by calling the Security Department at 949-580-1400 or the Compliance Division by calling 949-268-CALL or email to [compliance@vmsinc.org](mailto:compliance@vmsinc.org).

## **Addendum 1**

### **Civil Code §51.3 Senior Citizens Developments**

(a) The Legislature finds and declares that this section is essential to establish and preserve specially designed accessible housing for senior citizens. There are senior citizens who need special living environments and services, and find that there is an inadequate supply of this type of housing in the state.

(b) For the purposes of this section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

(2) "Qualified permanent resident" means a person who meets both of the following requirements:

(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(3) "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subdivision (b) of Section 54.

(A) For any person who is a qualified permanent resident under this paragraph whose disabling condition ends, the owner, board of directors, or other governing body may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the owner, board of directors, or other governing body may allow the person to remain a resident for up to one year after the disabling condition ends.

(B) The owner, board of directors, or other governing body of the senior citizen housing development may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this paragraph if the owner, board of directors, or other governing body finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or

safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

- (i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the coresident parent or grandparent of that person.
- (ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the owner, board of directors, or other governing body in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(4) "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units. Any senior citizen housing development which is required to obtain a public report under Section 11010 of the Business and Professions Code and which submits its application for a public report after July 1, 2001, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code. No housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed or put to use for occupancy by senior citizens.

(5) "Dwelling unit" or "housing" means any residential accommodation other than a mobile home.

(6) "Cohabitant" refers to persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.

(7) "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

- (A) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.

(B) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.

Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.

(c) The covenants, conditions, and restrictions and other documents or written policy shall set forth the limitations on occupancy, residency, or use on the basis of age. Any such limitation shall not be more exclusive than to require that one person in residence in each dwelling unit may be required to be a senior citizen and that each other resident in the same dwelling unit may be required to be a qualified permanent resident, a permitted health care resident, or a person under 55 years of age whose occupancy is permitted under subdivision (h) of this section or under subdivision (b) of Section 51.4. That limitation may be less exclusive, but shall at least require that the persons commencing any occupancy of a dwelling unit include a senior citizen who intends to reside in the unit as his or her primary residence on a permanent basis. The application of the rules set forth in this subdivision regarding limitations on occupancy may result in less than all of the dwellings being actually occupied by a senior citizen.

(d) The covenants, conditions, and restrictions or other documents or written policy shall permit temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 55 years of age for periods of time, not less than 60 days in any year, that are specified in the covenants, conditions, and restrictions or other documents or written policy.

(e) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident. This subdivision shall not apply to a permitted health care resident.

(f) The condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential rental property shall have been developed for, and initially been put to use as, housing for senior citizens, or shall have been substantially rehabilitated or renovated for, and immediately afterward put to use as, housing for senior citizens, as provided in this section; provided, however, that no housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed for or originally put to use for occupancy by senior citizens.

(g) The covenants, conditions, and restrictions or other documents or written policies applicable to any condominium, stock cooperative, limited-equity housing cooperative,

planned development, or multiple-family residential property that contained age restrictions on January 1, 1984, shall be enforceable only to the extent permitted by this section, notwithstanding lower age restrictions contained in those documents or policies.

(h) Any person who has the right to reside in, occupy, or use the housing or an unimproved lot subject to this section on January 1, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as the result of the enactment of this section.

(i) The covenants, conditions, and restrictions or other documents or written policy of the senior citizen housing development shall permit the occupancy of a dwelling unit by a permitted health care resident during any period that the person is actually providing live-in, long-term, or hospice health care to a qualifying resident for compensation. For purposes of this subdivision, the term "for compensation" shall include provisions of lodging and food in exchange for care.

(j) Notwithstanding any other provision of this section, this section shall not apply to the County of Riverside.

(Amended by Stats. 2016, Ch. 50, Sec. 5. (SB 1005) Effective January 1, 2017.)



## Application for Co-Occupancy Permit Check List

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- Please print legibly on your application**
  
- Shareholder(s) and Co-Occupant(s)**
  1. “*Member/Co-Occupant acknowledgments*” no rent paid or collected section on application: print name, sign, date and member to reside?
  2. Copies of driver’s license or government issued photo ID
  3. Aware of 3<sup>rd</sup> Party Fee (if applicable)
  
- Shareholder(s) applying for Occupancy or Co-Occupant(s)**
  1. Initial “*Residency Restrictions Important Information*”
  2. Complete “*Contact Information Form & Emergency Notification Record*”
  3. Credit Report with FICO Score
  4. Background Check
  5. Proof of Income – JUST PROVIDE ONE OF THE FOLLOWING:  
(Social Security Benefits Statement, Bank Statements, Pension Statements, Annuities Statement, etc.)

Revised 5/20/2019



## Application for Co-occupancy Permit

Manor address

Attach verification of valid age: Driver's license / passport / birth certificate / military ID						
1.	Last name	First name	MI	Social Security No.	Birthdate	<i>Office use only</i>
	Home phone	Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <input type="checkbox"/>	

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

**Member/Co-occupant acknowledgements**

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

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

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

**Community Services Dept. use only**

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

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

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

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

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

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

## Application for Co-occupancy Permit – Page 2

<b>Primary rules governing occupancy</b>	
<p>The parties to this agreement are the mutual corporation, hereinafter referred to as “the mutual”; the member, hereinafter referred to as “member,” and whose signature appears on the reverse side of this application; and the applicant(s) for occupancy, hereinafter referred to as “co-occupant,” and whose signature appears on the reverse side of this application. In consideration of their mutual undertakings, the parties hereto agree as follows:</p>	
1.	Co-occupant shall be entitled to occupy the unit indicated on the application.
2.	Co-occupant and member affirm their intent that the co-occupant will reside in this unit and that occupant is 45 years of age or older, or is the spouse or registered domestic partner of the qualifying resident.
3.	Co-occupant shall be entitled to the use and enjoyment of the facilities and services provided by the Golden Rain Foundation on the same basis as members of the foundation, but will have neither ownership nor voting rights in the foundation or any mutual.
4.	Member shall be responsible for the conduct and deportment of the co-occupant.
5.	Co-occupant shall be subject to the same rules, regulations and restrictions that are applicable to the member, except with respect to payment of carrying charges. If co-occupant ever shall become the legal or equitable owner of the membership, co-occupant will apply for membership in the mutual in the form generally used by the mutual and will pay all amounts due pursuant to the CC&R’s.
6.	Member and co-occupant shall be equally responsible for payment of any charges incurred by co-occupant in respect to service provided by Golden Rain Foundation or the mutual.
7.	Member agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and/or GRF.
8.	Members shall be responsible for canceling the co-occupancy status and returning co-occupant’s ID card and vehicle decal when co-occupant ceases to reside in the unit.
9.	Any party may terminate this agreement at any time upon 30 days written notice to the other parties to this agreement.
10.	In order to induce mutual to execute this agreement, the other parties agree that they have no rights against mutual as a direct or indirect result of the execution of this agreement, and in the event that there are any expenses incurred by the mutual to enforce the terms of this agreement, or to remove or take other action, or to defend any action relative to member or co-occupant, as a direct or indirect result of this agreement, member and co-occupant agree to hold the mutual harmless from and to pay all costs or expenses incurred by mutual, including, but not limited to, attorney’s fees, court costs or related expenses.
11.	Co-occupant(s) affirm that they have not been convicted of a felony within the past 20 years, nor a misdemeanor involving moral turpitude within the past five years.
12.	Guests may stay a maximum of 60 days per year, and <b>only while the qualifying senior resident is in residence.</b>

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



**Residency Restrictions  
Important Information – Please Read Carefully**

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

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

**Initial(s)**

 

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

 

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

 

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call Resident Services at 949-597-4600 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.

 

Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or [alterations@vmsinc.org](mailto:alterations@vmsinc.org). Contractors' trash must not be put into community dumpsters.

 

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

 

Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

 

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

 

Units may not be sublet for more than 12 months and not less than 90 days.

 

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

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

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



**CHARTER  
OF THE  
VMS LIAISON COMMITTEE  
FOR  
UNITED LAGUNA WOODS MUTUAL**

**I.  
INTRODUCTION**

Pursuant to Article VIII, Section 1 of the Amended and Restated Bylaws (“Bylaws”) of United Laguna Woods Mutual (“United”) and California *Corporations Code* Section 7212, the Board of Directors (“Board”) is entitled to create committees to assist it in the execution of their powers and duties. This Charter serves to create the VMS Liaison Committee for United (“Committee”).

**II.  
PURPOSE**

The Committee’s role is advisory pursuant to Corporations Code Section 7212(b), in which the Committee Members (as defined in Article III) will serve to liaise between United and Village Management Services, Inc. (“VMS”). The Committee will interface with the Board, VMS, legal counsel, and other relevant individuals, and provide reports and recommendations, as appropriate, to and from United and VMS.

**III.  
COMMITTEE MEMBERS**

The Committee shall be comprised of the three (3) representatives appointed by United to serve on the VMS Board, with the term of Committee membership concurrent with the representatives’ term of service on the VMS Board. However, Article III of this Charter cannot be construed to confer any right on United representatives on the VMS Board: Committee Members serve at the pleasure of the Board, and may be removed with or without cause, at any time, in the Board’s sole discretion.

Service on the Committee imposes a “good standing” requirement, with good standing including satisfaction of each the following:

1. The Committee Member is current in the payment of assessments and all other financial obligations to United and the Golden Rain Foundation, including collections costs;
2. No outstanding violations of the governing documents, as determined by the United Board;
3. There exists no active dispute, including litigation, between the

Committee Member and the Association, or individual members of the Board; and

4. Regular attendance at Committee meetings, which requirement precludes the Committee Member's absence from three (3) consecutive meetings.

#### **IV. SCOPE OF AUTHORITY**

##### **A. Powers and Duties of the Committee**

As an advisory body the Committee's authority is derived solely from the direction of the Board, and the Committee has no implied authority to bind United to contractual obligations or to express any opinion on behalf of United.

The Committee was formed to interface and liaise between United and VMS on matters of common interest to these corporations. To this end, it is anticipated that the Committee will consult with relevant individuals, study pertinent documents, attend the meetings of other corporate boards and committees within Laguna Woods Village, analyze data, draw conclusions and prepare reports to the ends of furthering the efficiency and effectiveness of action taken by United and VMS.

##### **B. Committee Member Compensation and Conduct**

No Committee Member shall receive compensation for participation on the Committee except for reimbursement of expenses incurred on behalf of the Committee in performing the above-stated duties as authorized by the Board.

##### **C. Meetings**

The Committee shall meet as necessary, in accordance with the direction of the Board, and as required by its duties.

##### **D. Effect of Decisions by the Committee**

All conclusions and reports of the Committee are merely advisory, which shall be evaluated and utilized in the sole discretion of the Board.

##### **E. Insurance**

United, through Golden Rain Foundation, shall at all times maintain a directors' and officers' liability insurance policy, as required by law and the governing documents (i.e., Bylaws), which shall cover volunteer committee members, among others, for actions and/or omissions done in the official capacity of a Member's service on the Committee, and as authorized by the Board.

F. Confidentiality

Committee Members are obligated to maintain the confidentiality of information obtained in the course of service on the Committee and such information shall only be used for its purpose as provided herein.

The Open Meeting Act authorizes boards to meet in executive session to consider litigation, matters relating to the formation of contracts, member discipline and personnel matters. (Civil Code Section 4935.) The underlying principle of the Open Meeting Act is transparency. While focusing primarily on the interests of transparency, by way of Civil Code Section 4935, the California legislature has underscored the importance of individual and corporate privacy. If boards were required to discuss such sensitive matters in a public forum, strategic advantage would be lost and individuals would be irreparably damaged. It is paramount that Committee Members similarly acknowledge and respect the privacy interests of United and its members, exercising constant vigilance in the handling of confidential information.

DRAFT