



OPEN MEETING

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

Monday, January 22, 2018 – 2:00 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 November 27, 2017
5. Chair's Remarks
6. Member Comments (Items Not on the Agenda)
7. Department Head Update

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:

8. Review Common Area Meeting and Solicitation Rules
9. Review Co-Occupants Definitions/Enforcement
10. Review Report Showing Individuals Used as a Guarantor for Multiple Properties

Items for Discussion and Consideration:

11. Entertain a Motion to Approve a Trust Procedure and Communication Piece
12. Entertain a Motion to Approve a Resolution for Directors' Access to Corporate Books and Records

Concluding Business:

13. Committee Member Comments
14. Future Agenda Items
 - Review of Updated Resale Documents
 - Review and Discuss Current Election Guidelines
 - Investors as Purchasers
15. Next meeting date is on February 26, 2018
16. Adjournment

Juanita Skillman, Chair
Betty Parker and Lori Moss, Staff Officer(s)
Telephone: 268-2383

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Monday, November 27, 2017 – 2:00 PM
Laguna Woods Village Community Center, Sycamore Room
24351 El Toro Road, Laguna Woods, CA 92637

- MEMBERS PRESENT:** Juanita Skillman – Chair; and Directors Steve Leonard, Gary Morrison, Maggie Blackwell, and Advisors Bevan Strom and Mary Stone
- OTHERS PRESENT:** United Directors Don Tibbets, Andre Torng, Maxine MacIntosh, and Janey Dorrell, VMS Director Dick Rader
- STAFF PRESENT:** Lori Moss, Pamela Bashline, and Eve Morton

REPORT

1. Call to Order

Chair Skillman called the meeting to order at 2:03 p.m.

2. Acknowledgement of Press

No press present.

3. Approval of the Agenda

Community Manger, Lori Moss, asked to add 11a. "Review an Anti-Discrimination Agreement Policy" to the agenda. Director Leonard made a motion and Director Blackwell seconded it to approve the agenda, with the addition, and by consensus, it was approved.

4. Approval of Report from the October 23, 2017 meeting

Mary Stone requested the capitalization of some words. Director Blackwell made a motion, and Director Leonard seconded it to approve the Minutes with the changes and by consensus it was unanimous.

5. Chair's Remarks

The Chair brought an article from attorney, Kelly Richardson, for the committee to review.

Chair Skillman reported that the first President's meeting was held that morning and included each Mutual. The issue discussed was communication between the Boards and how to improve it.

She reported that the Anti-Discrimination Agreement Policy is important for the Directors to be aware of and it will be reviewed in the committee today.

6. Member Comments (Items not on the agenda)

(641-O) Sherri Hanover asked about the hearings being recorded. Chair Skillman said the Corporate Secretary must keep track of who said what in the meetings. So, recordings are done only for the use of the Corporate Secretary when writing the meeting Minutes. Then, the recording is erased after the Minutes are signed and approved.

7. Department Head Update

None

Consent:

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:

None

Items for Discussion and Consideration:

8. Review Log from Resident Services

The Committee requested that Christine Spahr from Resident Services make a presentation regarding benchmarks at the next Board meeting.

Advisor Strom thanked Director Leonard for adding information to Next Door regarding where to find Village YouTube recordings.

9. Review Report on Guarantors

Director Leonard presented a chart on the history of guarantors in United going back to 2002.

Pamela Bashline was asked to prepare a report showing individuals used as a guarantor for multiple properties and to report her findings at the next committee meeting.

Chair Skillman asked Director Leonard to make a slide or two of his information to use to present at the next Board meeting. He agreed.

Discussion ensued regarding requiring a guarantor to have enough funds available in the U.S. to qualify.

10. Discuss the Minimum Income Requirement with Director Tibbets

Director Don Tibbets spoke about minimum income requirements. He stated that the current minimum income requirement in the Village is within the County "poverty level." He commented that there is concern that people are not making enough to pay assessments.

Advisor Strom said people forget about the property taxes due each month. The level of income to qualify to live in the Village should be based on the cost of the home.

Director Leonard presented information from federal and county published sources regarding poverty guidelines and retirement income. He suggested a minimum requirement of \$30,000 for a single person and \$45,000 a year combined income for a couple moving into the Village. He stated that debt must be taken into account, not only income.

Ms. Bashline reported that 75 percent of residents pay with cash and others obtain a loan from NCB. Director Morrison reported that there is about \$76,000 in unpaid assessments currently.

Director Skillman said impacts on staff and board workload must be considered before changing any qualifications. She commented that there is no way to determine when a guarantor dies. The Village is intended to be an independent, active adult community. She stated that the Village could turn into an assisted living community because it is less expensive than a nursing home.

Chair Skillman asked for consensus on eliminating guarantors. Advisor Strom commented that if the minimum requirement was raised then guarantors would not be needed. There was a unanimous decision by the Committee to recommend to the Board elimination of guarantors.

Director Blackwell made a motion to recommend to the Board an increase in the minimum income requirement from \$36,000 to \$40,000.

Discussion ensued.

There was a unanimous decision by the Committee to recommend to the Board that the minimum income requirement be raised from \$36,000 to \$40,000.

11. Review and Make Recommendations to Sublease Policy

The committee discussed the renewal fee. Director Leonard recommended keeping the fees out of the policy and instead to refer to the current fee schedule. The committee unanimously agreed.

Page 6 of 19, No. 3, first sentence should read, "The privileges of membership in GRF, as defined by GRF, ..."

Page 13 of 19, No. C2, should read, "Check for processing fee made payable to Laguna Woods Village." Staff was asked to check with Betty Parker to confirm this change was permitted.

Page 13 of 19, Section 10, remove the fee table and refer to the current fee schedule.

Page 14 of 19, Section 10, remove the fee table and refer to the current fee schedule.

Director Blackwell made a motion and the committee unanimously agreed to send these changes to the Board.

11a. Review Anti-Discrimination Policy

Chair Skillman requested that a policy be prepared to be included with a briefer resolution.

The committee agreed unanimously to recommend the policy to the Board.

Concluding Business:

12. Committee Member Comments

Director Leonard said it was a good meeting.

Director Blackwell said she is glad the committee is doing these things to protect our residents.

Advisor Stone thanked Staff for adding the amended Trust Agreement to the website.

Advisor Strom reported that Seal Beach just gave new ID cards to every resident. In Walnut Creek, every tenant must now pay \$50 a month to use the GRF facilities.

13. Future Agenda Items

- a. Review of Updated Resale Documents
- b. Review Communication Piece for Residents Regarding Trusts

c. Review and Discuss Current Election Guidelines

14. Date of next meeting will be January 22, 2017.

15. Adjournment at 4:20 p.m.


Juanita Skillman, Chair

UNITED LAGUNA WOODS MUTUAL

COMMON AREA MEETING & SOLICITATION RULES

Effective _____, 2018

It is the intent of the California Legislature to ensure that members and residents of UNITED LAGUNA WOODS MUTUAL (“United”) have the ability to exercise their rights under law to *peacefully assemble and freely communicate* with one another and with others *with respect to common interest development living or for social, political, or educational purposes*. In accordance with applicable law, the following rules have been approved and adopted by United’s Board of Directors. (Civil Code § 4515.)

- 1.1. Any member or resident of United, in Good Standing, shall be permitted to peacefully assemble or meet with other members, residents, and their invitees or guests during reasonable hours, as determined by the Board of Directors, and in a reasonable manner for purposes relating to common interest development living, United elections, legislation, election to public office, or the initiative, referendum, or recall processes.
 - 1.1.1. “Good Standing” shall describe those members who are current in the payment of Carrying Charges, fees, and fines, and who are not in violation of the Governing Documents. Members who are more than thirty (30) days delinquent in the payment of their Carrying Charges, fees or fines, or have been found in violation of the Governing Documents, following notice and hearing as described in the Bylaws, shall be in Good Standing only at such time as all Carrying Charges, fees and fines are paid, and any violations of the Governing Documents are cured. If a member is not in Good Standing, his/her residents shall also be deemed not in Good Standing.
- 1.2. Any member or resident of United, in Good Standing, shall be permitted to invite public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest.
- 1.3. Any member or resident of United shall be permitted to use United’s common area or, with the consent of the member, the area of a separate interest, for an assembly or meeting described in paragraph 1.1 or 1.2 when that common area is suitable, as determined by the Board of Directors, considering various factors, including, but not limited to, proximity to adjacent units, size, number of persons gathering, time of day, etc.

A “common area meeting space” is defined as any common areas open and available and suitable, within United (i.e., non-GRF facilities) for peacefully assembling or meeting.

- 1.3.1. Although the member or resident will not be required to make a security deposit or pay a fee for use of the common area, the member shall reimburse United for any and all costs incurred to clean the common area meeting space.
- 1.3.2. Although the member or resident will not be required to make a security deposit or pay a fee for use of the common area, the member shall reimburse United for any and all costs incurred to repair damage to the common area meeting space caused by the member, resident or their invitees (including but not limited to persons listed in paragraph 1.2 above).
- 1.3.3. Reservation of the common area meeting space by members and residents is granted on a first-come, first-served basis. If the common area space has been reserved by another member or resident on the date and time requested for use by a member or resident under this policy, the member must choose another, available date and time or should otherwise find another location for the meeting.
- 1.3.4. Use of the common area as a meeting space by members and residents will be limited to a maximum of three (3) hours per day, subject to the days and hours described in paragraphs 1.7 and 1.8 below.
- 1.4. A member or resident shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on United’s insurance policy, in order to use a common area for the activities described in paragraphs 1.1, 1.2 and 1.3 above.
- 1.5. Any member or resident of United shall be permitted to canvass and petition United’s members, Board of Directors, and residents for the activities described in paragraphs 1.1 and 1.2 at reasonable hours and in a reasonable manner.
 - 1.5.1. If such solicitation is done by such member or resident going door-to-door, the member/resident’s conduct shall be respectful and courteous. Willful or negligent activity or communication, including words, sounds, and gestures, which could be or are interpreted to be loud, obnoxious, offensive, a nuisance, an annoyance, or a threat, is strictly prohibited.
 - 1.5.2. Any member or resident who wishes to canvass or petition within United must display or wear an identification badge at all times while conducting said activities within the community. An identification badge will be issued to members and residents through VMS.

- 1.5.3. Written solicitation shall not be posted on exterior doors or mailboxes or left in the common areas. Written solicitation may only be delivered by hand delivery or by mail or electronic communication.
- 1.6. Any member or resident of United shall be permitted to distribute or circulate, without prior permission, information about common interest development living, United elections, legislation, election to public office, or the initiative, referendum, or recall processes, or other issues of concern to members and residents at reasonable hours and in a reasonable manner.
- 1.7. For purposes of this policy, “reasonable hours” shall mean between 10:00 a.m. and 8:00 p.m.
- 1.8. For purposes of this policy, “reasonable manner” shall mean that such activity or conduct shall be conducted only Monday through Saturday, not Sunday, during the hours set forth in Section 1.7, and shall not create a nuisance in the community or otherwise annoy, harass, threaten or intimidate other members, residents or their guests.



Laguna Woods Village®

MEMORANDUM

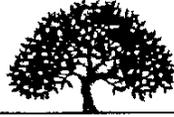
To: United Laguna Woods Mutual Board of Directors
From: Francis Rangel, Operations Manager
Date: January 22, 2018
Re: Violations by Occupants

The Compliance Division had 403 active disciplinary cases for the month of December. Below is a breakdown of violations created by occupants:

Status	Qty
Occupant/Lessee	86
Owner/Occupant	317
Grand Total	403

Below is a breakdown by the type of violation:

Allegation	Occupant/ Lessee	Owner	Total
Abandoned Vehicle:	4	8	12
Alteration Maintenance:	-	4	4
Animal Nuisance:	2	1	3
Assessment Delinquency:	-	6	6
Balcony Clutter:	2	13	15
Breezeway Clutter:	3	9	12
Carport Clutter:	13	29	42
Common Area Clutter:	3	22	25
Illegal Occupancy	14	65	79
Interior Clutter:	2	9	11
Landscape:	9	33	42
Maintenance:	2	1	3
Nuisance:	5	19	24
Short Term Rentals:	3	2	5
Smoking Policy:	2	19	21
Traffic Violations:	4	14	18
Patio Clutter:	10	25	35
Unauthorized Alteration:	7	36	43
Vehicle Oil:	1	2	3
Grand Total:	86	317	403



UNITED LAGUNA WOODS
MUTUAL

Application for Occupancy Permit Check List

Please print legibly on your Application.

Owner(s) and Co-Occupant(s)

"Owner/Co-Occupant Acknowledgments" No Rent Paid or Collected section initialed

Sign, date, and please write in current phone numbers

Driver License or Government approved photo ID copies

Aware of 3rd Party Fee (if applicable)

Owner(s)

"Owner/Co-Occupant Acknowledgments" To Reside? Please check Yes or No

Co-Occupant(s)

Credit Report with FICO Score

Background Check

Proof of Income (SS, Bank Statements/Deposits, Pensions, Annuities, etc.)

APPLICATION FOR OCCUPANCY PERMIT					<input checked="" type="checkbox"/> UNITED	MANOR ADDRESS
ATTACH VERIFICATION OF VALID AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID						
	LAST NAME	FIRST NAME	MI	SOC SEC #	BIRTHDATE	OFFICE USE ONLY
1.						
2.						
1.	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 <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER	
2.	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 <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER	
APPLIC. RELATIONSHIP TO OWNER		PREVIOUS ADDRESS			CITY	STATE ZIP
IN EMERGENCY, NOTIFY		RELATIONSHIP TO APPLICANT	ADDRESS			TEL NO.
OWNER / CO-OCCUPANT ACKNOWLEDGMENTS						
WE HEREBY APPLY FOR APPROVAL FOR THE APPLICANT TO RESIDE IN THE MANOR IDENTIFIED ABOVE AS A NON-MEMBER 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 OWNER AND OCCUPANT, AND THAT NO RENTS WILL BE PAID OR COLLECTED DURING THE DURATION OF APPLICANT'S OCCUPANCY, UNLESS A LEASE IS EXECUTED THROUGH THE GOLDEN RAIN FOUNDATION (GRF) LEASING OFFICE.						
*All Members & Occupants Must Initial "No Rent Paid or Collected" Agreement _____						
OWNER NAME (PRINT)		OWNER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
OWNER NAME (PRINT)		OWNER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
1. CO-OCCUPANT SIGNATURE		DATE	2. CO-OCCUPANT SIGNATURE		DATE	
COMMUNITY SERVICES DEPARTMENT USE ONLY						
FLOORPLAN: _____ # BEDROOMS: _____ # PERSONS RESIDING IF THIS PERMIT IS APPROVED _____						
ID CARD FEES TO BE COLLECTED: \$ _____ <input type="checkbox"/> EXEMPT (spouse/domestic partner status verified)						
IF APPLICANT IS UNDER 55 YEARS OF AGE, INDICATE IF QUALIFYING RESIDENT HAS BEEN VERIFIED. <input type="checkbox"/> YES <input type="checkbox"/> NO						
DOES THE APPROVAL OF THIS APPLICATION EXCEED THE NUMBER OF PERSONS PERMITTED TO OCCUPY THIS UNIT? <input type="checkbox"/> YES <input type="checkbox"/> NO						
VERIFIED BY: _____ OCCUPANT'S PHONE # _____						
ACTION BY MUTUAL BOARD OF DIRECTORS						
APPLICATION DENIED				APPLICATION APPROVED		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is denied .				The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is approved .		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
DATE:				DATE:		

APPLICATION FOR CO-OCCUPANCY PERMIT – Laguna Woods, California

PRIMARY RULES GOVERNING OCCUPANCY

THE PARTIES TO THIS AGREEMENT ARE THE MUTUAL CORPORATION, HEREINAFTER REFERRED TO AS "THE MUTUAL"; THE MEMBER(S), HEREINAFTER REFERRED TO AS "THE MEMBER(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION; AND THE APPLICANT(S) FOR OCCUPANCY, HEREINAFTER REFERRED TO AS "CO-OCCUPANT(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION. IN CONSIDERATION OF THEIR MUTUAL UNDERTAKINGS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CO-OCCUPANT(S) SHALL BE ENTITLED TO OCCUPY THE MANOR INDICATED ON THE REVERSE SIDE OF THIS APPLICATION.
2. CO-OCCUPANT(S) AND MEMBER(S) AFFIRM THEIR INTENT THAT THE CO-OCCUPANT WILL RESIDE IN THIS MANOR AND THAT OCCUPANT IS 45 YEARS OF AGE OR OLDER, OR IS THE SPOUSE OR REGISTERED DOMESTIC PARTNER OF THE QUALIFYING RESIDENT.
3. IN UNITED MUTUAL, NON-MEMBERS MAY RESIDE ONLY IF THEY CO-OCCUPY WITH MEMBERS WHO ARE IN RESIDENCE (AND MEET THE REQUIREMENTS OF SECTION 2 ABOVE) OR ARE THE PARENTS OF MEMBERS, WITH ONE QUALIFYING RESIDENT AT LEAST 55 YEARS OF AGE.
4. CO-OCCUPANT(S) SHALL BE ENTITLED TO THE USE AND ENJOYMENT OF THE FACILITIES AND SERVICES PROVIDED BY THE GOLDEN RAIN FOUNDATION ON THE SAME BASIS AS MEMBERS OF THE FOUNDATION, BUT WILL HAVE NEITHER OWNERSHIP NOR VOTING RIGHTS IN THE FOUNDATION OR ANY MUTUAL.
5. MEMBER SHALL BE RESPONSIBLE FOR THE CONDUCT AND DEPORTMENT OF THE CO-OCCUPANT.
6. CO-OCCUPANT SHALL BE SUBJECT TO THE SAME RULES, REGULATIONS, RESTRICTIONS (AND OF THE OCCUPANCY AGREEMENT IN UNITED MUTUAL) THAT ARE APPLICABLE TO 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 (AND WILL EXECUTE AN OCCUPANCY AGREEMENT IN UNITED MUTUAL) IN THE FORM GENERALLY USED BY THE MUTUAL AND WILL PAY ALL AMOUNTS DUE PURSUANT TO THE CC&R'S (OR OCCUPANCY AGREEMENT).
7. 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.
8. MEMBER AGREES TO PAY TO THE MUTUAL AN ADDITIONAL SUM EACH MONTH FOR EACH OCCUPANT OF THE MANOR IN EXCESS OF TWO, (IN EXCESS OF ONE IN THE TOWERS) AT THE RATE PRESCRIBED BY THE MUTUAL.
9. **MEMBERS SHALL BE RESPONSIBLE FOR CANCELING THE CO-OCCUPANCY STATUS AND RETURNING CO-OCCUPANT'S ID CARD AND VEHICLE DECAL WHEN OCCUPANT CEASES TO RESIDE IN THE MANOR.**
10. ANY PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON THIRTY DAYS WRITTEN NOTICE TO THE OTHER PARTIES TO THIS AGREEMENT.
11. 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.
12. CO-OCCUPANT(S) OF THIRD MUTUAL AND MUTUAL FIFTY AFFIRM THAT THEY HAVE NOT BEEN CONVICTED OF A FELONY WITHIN THE PAST 20 YEARS, NOR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE PAST 5 YEARS.
13. GUESTS MAY STAY A MAXIMUM OF 60 DAYS PER YEAR, AND ONLY WHILE THE QUALIFYING SENIOR RESIDENT IS IN RESIDENCE.

NOTICE TO MEMBERS AND APPLICANTS

APPROVAL OF THIS APPLICATION BY THE MUTUAL, IN AND OF ITSELF, DOES NOT CONFER ANY RIGHT ON THE CO-OCCUPANT OTHER THAN THE REVOCABLE RIGHT TO OCCUPY THE MANOR 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.

Form REV: 12-2014
Package REV 09-2013

MANOR NUMBER:

**UNITED LAGUNA WOODS MUTUAL
IMPORTANT INFORMATION FOR RESIDENTS
PLEASE READ CAREFULLY**

Initial(s)

- You are moving into an independent-lifestyle & 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 asked to break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up. Please be advised that there are weight and volume restrictions. A call to Resident Services at (949) 597-4600 can 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 the Manor Alterations Department before making any structural or landscape alteration. Please contact Manor Alterations Department at (949) 597-4616. Contractors' trash must not be put into community dumpsters.

Please note the following residency restrictions:

- Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- Board approval is required for all persons wishing to reside in the community. Contact Community Services at (949) 597-4369 before any change in residency status.
- The maximum number of persons allowed to occupy a manor is equal to the number of original construction bedrooms plus one. There is an additional monthly fee for the 3rd occupant.
- Co-operative manors may not be sub-leased for more than twelve months and not less than thirty days.
- In Cooperatives, the Mutual is billed directly from the Tax Assessor and the Member reimburses the Mutual through monthly assessments. Tax impound account added to monthly assessments. Members of stock cooperatives 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.

Signature	Date	Signature	Date
Printed Name		Printed Name	



Laguna Woods Village

**CONTACT INFORMATION FORM & EMERGENCY NOTIFICATION RECORD
LAGUNA WOODS VILLAGE**

Please return completed form to Laguna Woods Village Community Center, Security Division,
PO Box 2220, Laguna Woods, CA 92654-2220

ONE INDIVIDUAL PER FORM - PLEASE PRINT ALL INFORMATION

Manor # _____ Phone # _____ Resident I.D. # _____

Resident Name (1 only): _____ Date: _____

Manor is: Owner Occupied Leased

NOTE: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.

Doctor's Name: _____ Phone # _____

Emergency Contact(s)

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	
Street Address	City State Zip Code
Phone Numbers: _____ / _____ / _____	
Home Phone	Work Phone Cell Phone
Email: _____	

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	
Street Address	City State Zip Code
Phone Numbers: _____ / _____ / _____	
Home Phone	Work Phone Cell Phone
Email: _____	

Attorney or Trustee Name: (circle one or both) _____ Phone # _____

Pet Care Contact Name: _____ Phone # _____

Special Circumstances (OPTIONAL): Please check the conditions that apply to you:

<input type="checkbox"/> TDD: Telephone Device for the Deaf	<input type="checkbox"/> VISION IMPAIRED
<input type="checkbox"/> EMERGENCY RESPONSE DEVICE	<input type="checkbox"/> HEARING IMPAIRED
<input type="checkbox"/> DEMENTIA or Memory problems	<input type="checkbox"/> NON-AMBULATORY
<input type="checkbox"/> LIFE-SUPPORT SYSTEM including oxygen or dialysis equipment that requires electricity	

Rev 10/18/17



Laguna Woods Village.

NOTICE

TO: MANAGING AGENT EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM: VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT: DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

Health & Safety Code 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials ("ACM") in non-residential "public" buildings in the Mutual to all employees and contractors performing work within said buildings and to all Members of the Mutual.

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Manor, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

The Managing Agent for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to Employees, Contractors, Owners and Tenants and Transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA, between 9:00 a.m. and 5:00 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse -- all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

Page 1 of 2

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

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

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

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

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

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

January 1, 2016

Village Management Services, Inc.



Laguna Woods Village®

MEMORANDUM

To: United Governing Documents Review Committee
From: Pamela Bashline
Date: January 22, 2018
Re: Individuals Used as Guarantors for Multiple Properties

As of January 16, 2018:

There is one Guarantor who is Guarantor for four units.

There are five Guarantors who are Guarantors for three units.

There are 21 Guarantors who are Guarantors for two units.

**ADDENDUM TO OCCUPANCY AGREEMENT
TRUSTEE MEMBERSHIP**

**United Laguna Woods Mutual
Laguna Woods, California**

1. IDENTIFICATION	Unit No.:
Date of Occupancy Agreement:	Date of Declaration of Trust or Order Establishing Trust <u>(Attach Certificate of Trust)*:</u>
Trustee Member ** :	
Current Beneficiary ** :	

2. MODIFICATION OF RECITAL (CIRCLE ONE)

A. The Current Beneficiary has a bona fide intention to reside in the described dwelling unit and the Trustee has a bona fide intention to permit that residency; OR
A-B. The Current Beneficiary is subletting the dwelling unit, as approved by the United Board of Directors, and the Trustee has a bona fide intention to permit that sublease.-

3. MODIFICATION OF GENERAL CONDITIONS

A. The current Beneficiary guarantees the performance of all obligations of the Trustee Member and agrees to abide by all of the provisions of the General Conditions of the Occupancy Agreement as if the Current Beneficiary were the Member.

B. Only the person treated as the beneficial owner of the trust for federal income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision) and approved for membership and such persons as would be permitted to reside in the manor if title were held by that beneficial owner will be permitted to reside in the manor.

C. Within a reasonable time after the trust ceases to be one of which the Current Beneficiary or any other person approved for membership is treated as the beneficial owner of the trust for income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision), the Trustee shall transfer the membership either to an individual approved for membership or to the trustee of a qualified trust.

By signing below I (we) have read and understand and agree to this Addendum to Occupancy Agreement, which shall be incorporated into and made part of the Occupancy Agreement entered into between United Laguna Woods Mutual and the undersigned.

Trustee

Trustee

Current Beneficiary

Current Beneficiary

Date

*** Must attach Certificate of Trust**
****** If more than one Trustee Member or more than one Beneficiary, then each must sign the addendum.

REQUEST FOR TRANSFER OR CHANGE OF MEMBERSHIP	UNITED	MANOR ADDRESS
<p>To: United Laguna Woods Mutual Board of Directors</p> <p>A request has been made to transfer or change the membership vesting on the Corporation's records for the following reasons:</p> <p><input type="checkbox"/> Transfer to a Revocable Living Trust (Certificate of Trust enclosed)</p> <p><input type="checkbox"/> Death of member(s):</p> <p><input type="checkbox"/> Add member(s):</p> <p><input type="checkbox"/> Remove member(s):</p> <p><input type="checkbox"/> Must re-qualify membership: financial, occupancy & age</p> <p><input type="checkbox"/> Name change:</p> <p><input type="checkbox"/> Other:</p>	FOR OFFICE USE ONLY	
	UNITED STOCK SERIES	
	UNITED CERTIFICATE NO. 1-	
	ID CARDS RETURNED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	EZPAY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	MAIL CERTIFICATE?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Paid Transfer Fee –	<input type="checkbox"/> Check <input type="checkbox"/> Cash
	NOTES:	
	ADDRESS:	
	PHONE NO:	
EMAIL:		
The requested vesting will read as follows:		

ACKNOWLEDGMENT BY MEMBER(S)	
I (we) have read and understand the above statements and agree that they are true and correct.	
_____ Member Signature	_____ Member Signature
_____ Member Signature	_____ Member Signature
_____ Date	

APPROVAL BY COMMUNITY SERVICES DEPARTMENT	
The Community Services Department has reviewed the transfer request. The proposed Transferees meet the membership requirements of the Mutual (age, financial & occupancy), and approval of the request is recommended.	
_____ Membership Counselor	_____ Date

ACTION BY BOARD OF DIRECTORS	
APPLICATION DENIED	APPLICATION APPROVED
The Board of Directors of United Laguna Woods Mutual has reviewed this application. Based on the information provided, the application is denied .	The Board of Directors of United Laguna Woods Mutual has reviewed this application. Based on the information provided, the application is approved .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE

Date: _____

MANOR NUMBER:

UNITED LAGUNA WOODS MUTUAL
IMPORTANT INFORMATION (TRANSFERS)
PLEASE READ CAREFULLY

Initial(s)

Laguna Woods Village is~~You are moving into~~ an independent-lifestyle & 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 asked to break down and stack moving boxes next to trash dumpsters or at curbside for routine pick-up. Please be advised that there are weight and volume restrictions. A call to Resident Services at (949) 597-4600 can 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 the Manor Alterations Department before making any structural or landscape alteration. Please contact Manor Alterations Department at (949) 597-4616. Contractors' trash must not be put into community dumpsters.

Please note the following residency restrictions:

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.

Written Board approval is required for all persons wishing to reside in the community. Contact Community Services at (949) 597-4369 before any change in residency status.

The maximum number of persons allowed to occupy a manor is equal to the number of original construction bedrooms plus one. There is an additional monthly fee for the 3rd occupant.

Co-operative manors may not be subleased unless approved in writing by the Board and for no more than twelve months and not less than thirty days.

In Cooperatives, the Mutual is billed directly from the Tax Assessor and the Member reimburses the Mutual through monthly assessments. Tax impound account added to monthly assessments. Members of stock cooperatives 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.

Signature	Date	Signature	Date
Print Name		Print Name	

MEMBERSHIP APPLICATION UNITED LAGUNA WOODS MUTUAL	UNIT NO. AND ADDRESS:
---	-----------------------

LIST MEMBERS' NAMES EXACTLY AS THEY WILL APPEAR ON MEMBERSHIP CERTIFICATE AND OCCUPANCY AGREEMENT

PLEASE PRINT ALL INFORMATION	ATTACH AGE VERIFICATION FOR ALL APPLICANTS
------------------------------	--

APPL #	TITLE	LAST NAME	FIRST NAME	MIDDLE	FOR BUSINESS OFFICE USE ONLY
1	<input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS.				
2	<input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS.				

				CHECK ONE MEMBER ONLY FOR PAYMENT/SERVICES RESPONSIBILITY				
APPL #	DATE OF BIRTH	MARITAL STATUS	TO RESIDE?	MANOR PAYMENTS	CHARGEABLE SERVICES	TAXES*	SOCIAL SECURITY NUMBER	PHONE NUMBER
1		<input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- -	() -
2		<input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- -	() -

* ENTER A CHECKMARK FOR THE OWNER RESPONSIBLE FOR INCOME TAX REPORTING – ONLY ONE PERSON MAY BE RESPONSIBLE - THIS IS REQUIRED BY FEDERAL LAW

IN CASE OF EMERGENCY – NOTIFY			
APPL #	NAME	RELATIONSHIP	TELEPHONE NO.
1			() -
2			() -

ACKNOWLEDGMENTS AND AFFIRMATIONS	
UNITED APPLICANTS	I agree that I will be responsible for the care and maintenance of any alterations made previously or that I may make in the future.
	I agree that I will be responsible for the monthly assessment payments; and I will comply with all the governing rules of the United Mutual and Golden Rain Foundation. I have received the notice informing me of the possible existence of asbestos in certain buildings.

I SWEAR, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS MEMBERSHIP APPLICATION IS TRUE AND CORRECT	IMPORTANT – BILLING ADDRESS INFORMATION
<div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 30%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <p>APPLICANT SIGNATURE DATE</p> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 30%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <p>APPLICANT SIGNATURE DATE</p>	<p>APPLICANT 1 OUTSIDE BILLING ADDRESS (if different from manor address)</p> <p>APPLICANT 2 OUTSIDE BILLING ADDRESS (if different from manor address)</p>

**RESOLUTION OF THE BOARD OF DIRECTORS OF
UNITED LAGUNA WOODS MUTUAL**

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, while every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of the corporation, 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 and employees, 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).);

WHEREAS, the Board desires to adopt clear guidelines and procedures for access to certain United records by directors, and directors' handling of corporate records and information, to uphold the rights of directors while protecting United from liability claims arising from the review, copying and dissemination of sensitive, corporate records;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the following resolution:

Access to United's records shall be in compliance with the provisions of the Policy Governing Directors Access to Corporate Books, Records and Documents and other governing documents regarding access to United's records, a copy of which is attached as "Exhibit A".

Exhibit "A"

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 and employees, 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's 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 and employees, 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 at least five (5) 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 9am to 5pm.

B. Director's 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 not less than five (5) 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, agents, officers, and employees 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 directors' 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 United's exposure to liability in connection with access to United's books, records, document and other information.

Please understand that 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 its agents 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 excess of once per quarter of the fiscal year, or once every three (3) months, unless a majority of the Board of Directors agrees to increase the frequency. 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 Director's Request to Inspect Books, Documents, Records or Other Information

Upon written request of a director to access corporate books, records or other documents, United's 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's books, records, documents or other information shall be disclosed to United's 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 Member, shall review the director's 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.

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 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 reasonably inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. (*Corporations Code* § 7231.)

A. Privacy*: 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 or employee'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:

Member/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 Managing Agent 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 Managing Agent 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 Managing Agent 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: _____



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:

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The records/documents that I request are:

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

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Telephone Number: _____

I understand that the Corporation may request clarification of my request. Such clarification may require dialogue between the Managing Agent 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 Managing Agent 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 Managing Agent 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: _____