

# THE TOWERS

*at Laguna Woods Village*

Dear Real Estate / Escrow Professional:

Thank you for your interest in transacting a resale transfer at The Towers, a Laguna Woods Village community. Before you get started, we'd like to summarize a couple of key points that will guide you through this process.

1. The community is made up of three (3) housing corporations:
  - a. United Laguna Hills Mutual (stock co-operatives)
  - b. Third Laguna Hills Mutual (condominiums)
  - c. Laguna Woods Mutual No. Fifty (high-rise condominiums)
2. Purchasing property in the community requires applying for Membership in the housing corporation and certain criteria must be met:
  - a. Age Restrictions – There is no age restriction to purchase property, however a Member must be at least 55 years of age to reside in the community.
  - b. Financial Qualifications - (please refer to the Administrative Guidelines for Financial Requirements, attached).
  - c. Background Check- (please refer to Resolution M50-25-12, attached)
  - d. Limit in the number of Memberships allowed – There is a limit of one (1) United Membership.
  - e. Maximum Number of Owner Occupied and/or Leased Units – regardless of the number of condominiums owned in Third Mutual, only two of the properties owned may be occupied.
  - f. Rules & Regulations – please visit the community website, which is [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) to access the community Operating Rules from the main page.
  - g. Architectural Modifications – before any modifying a dwelling unit in the Towers, contact Maintenance Department at (949) 434-5613.

**Step 1:** - The Seller authorizes the release of HOA information to a third party (form 1).

**Step 2:** - A complete resale application package submitted by escrow to the on-site management office for submittal to the Board of Directors (this takes 5-10 business days).

**Step 3:** - Upon Board approval, the management company provides a notice of approval and escrow demand to the escrow company.

**Step 4:** - After the escrow demand is satisfied escrow can close. Escrow sends the closing notice to the management company. New residents are not allowed through the gate until the closing is received and entered into the main database. Resident ID cards can be picked up within 5 days of the notice of escrow closing.

24055 Paseo Del Lago West, Laguna Woods, California 92637

A complete resale submittal form package is attached for your use. **Please contact Towers Administration for further information and for guidance on scheduling your move-in (949) 434-5624.**

Sincerely,

On behalf of the Board of Directors

Membership Counselor

<b>RESALE NOTIFICATION</b> Laguna Woods Village Rev 06-2022	Laguna Woods Mutual Fifty	Manor Address
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To: The Towers Administration Office

Escrow No. \_\_\_\_\_

Date \_\_\_\_\_

An escrow has been opened which involves a proposed sale and transfer of membership in your corporation and Golden Rain Foundation of Laguna Woods as follows:

Seller's Broker:	Buyer's Broker
Seller(s):	
Buyer(s) and Vesting	
Selling Price: \$	
Name(s) of Person(s) who will reside:	

In accordance with your instructions, the following are enclosed:

- ☐ A. Financial Statement with income and asset verification for each person on title
- ☐ B. Membership Application form with appropriate age / identity verification for each person on title
- ☐ C. Escrow Instructions
- ☐ D. GRF Facilities Fee Acknowledgment
- ☐ E. Occupancy Agreement signed by each proposed Transferee
- ☐ F. Occupancy Application for non-member residents with appropriate age / identity verifications
- ☐ G. Memorandum of Occupancy Agreement signed by each proposed Transferee
- ☐ H. Memorandum of Termination of Occupancy Agreement signed by each Transferor
- ☐ I. Subordination Agreement signed by each proposed Transferee
- ☐ J. Guarantor Statement plus financial verification and verification of age / identity
- ☐ K. ULHM Membership Certificate issued to Transferee with guaranteed signature (not by notary)
- ☐ L. Seller's Resident Identification Card(s)
- ☐ M. Laguna Woods Mutual Fifty (form)
- ☐ N. Mutual 50 Acknowledgment
- ☐ O. Information for New Members

The undersigned (escrow officer) hereby attests that a request for first inspection was submitted to the Mutual Resales Inspection Department on \_\_\_\_\_. It is understood that a final inspection shall be submitted to the Buyer(s) prior to the close of escrow. If the Mutual waives its option to purchase and approves the proposed Transferee(s) for membership, and so informs us in writing, we will then proceed with the processing of this escrow, which is scheduled to close on or about \_\_\_\_\_ (date).

By: \_\_\_\_\_  
Escrow Officer

For: \_\_\_\_\_  
Escrow Company

	<b>Y</b>	<b>N</b>
Meets Mutual Income Requirement?	<input type="checkbox"/>	<input type="checkbox"/>
Meets Mutual Asset Requirement?	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds the number of Memberships allowed?	<input type="checkbox"/>	<input type="checkbox"/>

Verified by: \_\_\_\_\_  
Membership Counselor  
Community Services Department

#### ACTION BY MUTUAL BOARD OF DIRECTORS

By approving this application for Membership, said Corporation waives the option to purchase the Membership, subject to the conditions that both transferor(s) and transferee(s) comply with the requirements of the Mutual prior to the close of escrow, and that neither the Mutual nor the Golden Rain Foundation shall incur any expenses in this transaction. The approval and waiver shall be effective as of the close of escrow.

APPLICATION DENIED	APPLICATION APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE

<b>SELLER'S AUTHORIZATION FOR RELEASE OF INFORMATION</b>	MUTUAL	<input type="checkbox"/> FIFTY	MANOR ADDRESS
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The undersigned, listed below as Seller/Member, hereby authorizes Property Management Professionals, Inc., Managing Agent, ("PMP") to furnish information concerning the Mutual and the manor located at the above address, in the city of Laguna Woods California.

Documents or information which may be released to the escrow officer include:

<input type="checkbox"/> Members' names of record and vesting	<input type="checkbox"/> Documents as required by Civil Code Sections 1365
<input type="checkbox"/> Addresses & telephone numbers	<input type="checkbox"/> Assessment delinquency collection status
<input type="checkbox"/> Social Security Numbers	<input type="checkbox"/> Supplemental Property Tax information
<input type="checkbox"/> Occupants' names of record	<input type="checkbox"/> HUD-insured Co-op mortgage balance
<input type="checkbox"/> Trust and Will information – Seller's estate	<input type="checkbox"/> Board Approved special assessments
<input type="checkbox"/> Letters Testamentary / Small Estate Affidavit	<input type="checkbox"/> Unpaid fees, charges and fines
<input type="checkbox"/> Current monthly homeowner's assessment fees	<input type="checkbox"/> Copies of Board Minutes as required
<input type="checkbox"/> HOA Certification	<input type="checkbox"/> Other

It is the Seller's responsibility to turn over to the buyer, copies of the Mutual's governing documents. If the Seller is unable to do so, those documents, plus any additional documents, will be provided by the Managing Agent, upon Seller's approval of this release, and the charges billed to the Seller in accordance with Civil Code Section 1368.

In addition, if the Buyer's lender requests information of pending litigation involving the Mutual or Golden Rain Foundation, the undersigned authorizes release of such litigation information, if any, to the buyer's lender:

Name of Lender\_\_\_\_\_

Lender's address\_\_\_\_\_

Lender's telephone number (            ) \_\_\_\_\_

This authorization may be used only for the purpose of providing information to a prospective purchaser of his agent, and/or the escrow officer. This authorization represents the express written approval of the undersigned, and the undersigned releases the Mutual, the Golden Rain Foundation and their Managing Agent from all liability for disclosing such information. I understand that I have the right to receive a copy of this information.

- ☐ This authorization is effective as of the date hereof, and will remain in effect until \_\_\_\_\_(date).
- ☐ This authorization shall remain in effect until cancelled in writing by the owner/member.

<b>DATE</b>	<b>NAME OF SELLER (PRINT)</b>	<b>SIGNATURE OF SELLER</b>

IF THIS RELEASE IS EXECUTED BY SOMEONE OTHER THAN SELLER/MEMBER, PLEASE INDICATE RELATIONSHIP AND PROVIDE SUPPORTING DOCUMENTS SHOWING APPOINTMENT TO ACT:

<input type="checkbox"/> Successor Trustee	<input type="checkbox"/> Court appointed Executor or Administrator	<input type="checkbox"/> Attorney-in-fact for Member
<input type="checkbox"/> Court-appointed Guardian or Conservator of Member		<input type="checkbox"/> Other



ESCROW CLOSING NOTIFICATION AND TRANSMITTAL REPORT FOR: <b>LAGUNA WOODS VILLAGE</b>		<input type="checkbox"/> <b>MUTUAL FIFTY</b>	MANOR NO.
<b>ESCROW CO. NAME &amp; FILE NO. :</b>			Date:
			Closing Date:
Please be advised that escrow has closed. Attached are payments, charges and/or fees due per your demand.			
1.	<b>DEPOSITORY ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Monthly Assessment (HOA Dues) due for the period_____.		
	b. Late Charges		
	c. Other		
	<b>TOTAL</b>		<b>\$</b>
2.	<b>AGENCY ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Administration Fee (United* & Fifty = \$350 / Third = \$400) *Additional fee of \$130 applies for all cash sales in United.		
	b. Final Inspection Fee (United \$60 / Third \$55)		
	c. Chargeable Services (includes 1 <sup>st</sup> inspection fee and other costs)		
	d. Cable T.V. (Broadband Services)		
	e. Non-owner Occupant Lost/Missing ID Card(s) \$25 each		
	f. Physical Properties Corrections / Repairs		
	g. Non-standard Landscaping Restoration Charges		
	h. Contingency for Inspection Corrections and Landscaping Estimates		
	FUNDS PAID BY SELLER, \$ _____ BUYER, \$ _____		
	i. Trust Facilities Fee		
	j. Other -		
	<b>TOTAL</b>		<b>\$</b>
3.	<b>TOWERS ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Move-in Fee (\$150.00)		
	b. Move-out Fee (\$150.00)		
	<b>TOTAL</b>		<b>\$</b>
4.	<b>SUPPLEMENTAL PROPERTY TAXES:</b> Separate check, made payable to United Laguna Hills Mutual:		
	<b>TOTAL</b>		<b>\$</b>
5.	In addition, we enclosed the following:		
	a. <input type="checkbox"/> Occupancy Agreement with term to begin at close of escrow. b. <input type="checkbox"/> Gate entry passes, ID cards & vehicle decals c. <input type="checkbox"/> Affidavit of lost / mislaid gate entry passes & decals. d. <input type="checkbox"/> Other -		
6.	<b>The Final Inspection was completed by the Resale Department on:</b>		<b>Date:</b>
7.	We are informed that the Transferor's forwarding address is:		
8.	Name and Address of Lender		Loan #
9.	<b>If unit financing is involved in the resale of a co-operative</b> , we have submitted the Memorandum of Occupancy Agreement and the Memorandum of Termination of Occupancy Agreement to the County Recorder on the date of closing, and requested that the original be mailed to PMP, Inc. Agent.		
10.	If a new Recognition Agreement has been executed for unit financing, we have requested that a copy of the conformed original, recorded by the County Recorder, be mailed to PMP, Inc. Agent.		
By: _____ Escrow Officer			

## **MEMBERSHIP AND OCCUPANCY REQUIREMENTS FOR COOPERATIVE AND CONDOMINIUM OWNERSHIP**

All prospective resident-owners and occupants are required to meet age restrictions as defined by Federal and State statutes and in accordance with the CC & R's and By-laws of the housing corporations. Please attach copies of appropriate documents which verify applicant's age - these may include passport, driver's license, birth certificate or baptismal certificate.

**MEMBER** - The owner of a cooperative membership or condominium unit. When the membership is vested in a Trust, the Trustee is considered the Member.

Members can be of any age (as permitted by state statute for ownership of property) to own a cooperative membership or a condominium unit.

In order to reside, at least one of the Members must be 55 years of age or older; any other Members who reside must be at least 45 years of age, except a spouse who may be any age. Adult handicapped children may reside under certain conditions. (Section 51.3 of the California Civil Code)

Members are entitled to vote in mutual elections if they are in good standing.

Purchasers of cooperative memberships must sign Occupancy Agreements, including the General Conditions attachment.

**OCCUPANTS** - Non-members who reside with the approval of the Mutual housing corporation.

In order to reside, at least one occupant must be 55 years of age or older; all other persons who reside must be at least 45 years of age, unless the other occupant is:

- (1) a spouse or cohabitant; or
- (2) a primary provider of physical health care.

**NOTE: THE PRIMARY CARE PROVIDER IS NOT A RESIDENT. A PROVIDER IS NOT ISSUED A RESIDENT ID CARD, AND IS NOT ENTITLED TO THE USE OF COMMUNITY FACILITIES, EXCEPT AS THE GUEST OF A BONA FIDE RESIDENT.**

Non-owner Occupants may reside only upon the issuance of an Application for Occupancy Permit by the Mutual's Board of Directors. The Application form must be executed by all owners of record.

### **OCCUPANCY LIMITS**

The maximum number of persons who may occupy a manor is equal to the number of approved bedrooms, plus one.

### **MANOR ASSESSMENTS**

Monthly Carrying Charges (assessments) provide for the occupancy of no more than two persons (one in the Rossmoor Towers.) An additional monthly assessment, as established by the housing corporation, is charged for each additional occupant.

### **IDENTIFICATION CARDS**

Resident Identification cards are issued to all approved residents of the community. Cards are the property of the Golden Rain Foundation, and must be returned at the termination of residency. Replacements will be issued subject to the fee established by the Foundation. Resident ID Cards are not issued to non-resident owners.



# Membership Application

MANOR ADDRESS

## LIST MEMBERS' NAMES EXACTLY AS THEY APPEAR ON GRANT DEED OR OCCUPANCY AGREEMENT

PLEASE PRINT ALL INFORMATION

ATTACH AGE VERIFICATION FOR ALL APPLICANTS

APPL #	TITLE	LAST NAME	FIRST NAME	M. INIT.	FOR COMMUNITY SERVICES USE ONLY
1	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				
2	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				

APPL #	DATE OF BIRTH	MARITAL STATUS	TO RESIDE?	TAX RESPNS. *	
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		
	PHONE: HOME	PHONE: MOBILE	EMAIL		

APPL #	DATE OF BIRTH	MARITAL STATUS	TO RESIDE?	TAX RESPNS. *	SOCIAL SECURITY NUMBER
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		
	PHONE: HOME	PHONE: MOBILE	EMAIL		

\* 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		
NAME	RELATIONSHIP	TELEPHONE NO.

### ACKNOWLEDGMENTS AND AFFIRMATIONS

I have not been convicted of a felony within the last twenty years, or a misdemeanor involving moral turpitude within the last five years; and I have received copies of the CC&Rs, Bylaws and Rules and Regulations currently in effect.

As a buyer, I have received an inspection report prepared by the Mutual for the manor which I am purchasing that identifies any alterations that have been made by previous owners; and 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. As a Transferee, I agree that I will be responsible for the care and maintenance of any alterations made previously, as well as any alterations that I may make in the future.

As a Member of the Mutual, I agree that I will be responsible for the monthly homeowner's assessment payments; and I will comply with all the governing rules of the 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 TO THE BEST OF MY KNOWLEDGE.

FOR COMMUNITY SERVICES USE ONLY

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

READ REVERSE SIDE OF MEMBERSHIP APPLICATION FORM

## Financial Statement and Credit Information

Please type or print using black ink

Manor number: \_\_\_\_\_

The corporation may elect to obtain applicant's credit history from a national credit reporting bureau. In accordance with the bylaws, and Occupancy Agreement, as applicable to cooperative membership, I/We provide the following information:						
Applicant name		Age	Social security number		Marital status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
1.						
2.					Marital status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Present address, city			State	Zip	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Years Monthly payment
1.						
2.					<input type="checkbox"/> Own <input type="checkbox"/> Rent	
<b>Purchase information</b>						
1. Purchase		\$		6. Financing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Down payment		--		6a. Lender's name		
3. Loan amount		--		6b. Monthly loan payment		
4. Balance due at close of escrow		\$		7. Minimum monthly assessment		
5. Balance to be paid from: <input type="checkbox"/> Sale of home <input type="checkbox"/> Assets <input type="checkbox"/> Other				8. Total monthly payment		
<b>Annual income after purchase of stock certificate for unit – attach verifications</b>						
	Applicant 1		Applicant 2		Total	
A. Salary and wages	\$		\$		\$	
B. Social security/SSI						
C. Pension 1						
D. Pension 2						
E. Rental income (net)						
F. Annuities/IRAs						
G. Dividends and interest						
H. Trust deeds – interest earned						
I. Private business **						
J. Trust income						
K. Disability compensation						
L. Other						
Totals	\$		\$		\$	
** Note: An applicant who derives principal income from a personal business must attach a current balance sheet and operating statement.						

**RESOLUTION M50-24-21**  
**2025 Financial Requirements**

**RESOLVED**, December 5, 2024, that the Financial Requirements of this Corporation for the purchase of a unit in Mutual 50 in the year 2025 is hereby adopted and approved; and

**RESOLVED FURTHER**, that pursuant to said Financial Requirements, the Board of Directors of this Corporation hereby estimates that income in the amount of \$2,173.50 per month plus monthly assessments is required by the Corporation to meet the Laguna Woods Mutual No. Fifty requirements for ownership of a single occupant unit, and a total of \$3,048.46 per month plus monthly assessments is required by the Corporation to meet the Laguna Woods Mutual No. Fifty requirements for ownership of a double occupant unit; and

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby estimates the monthly fee for a second occupant be assessed at \$874.96; and

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby determines and establishes monthly assessments of the Corporation as shown on each member's breakdown of monthly assessments for the year 2025 and as filed in the records of the Corporation; said assessments to be due and payable by the members of this Corporation on the first day of each month for the year 2025; and

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby determines and establishes income requirements required for eligibility to purchase of any unit in Mutual 50 effective January 1, 2025, to be as follows; and

**MONTHLY ASSESSMENTS**

MODEL	1 RESIDENT	2 RESIDENTS
A	\$2,529.95	\$3,404.91
B	\$2,597.56	\$3,472.52
C	\$2,997.82	\$3,872.78
D	\$2,934.72	\$3,809.68
F	\$3,386.26	\$4,261.22
G	\$2,855.84	\$3,730.80
H	\$3,265.57	\$4,140.53
1356	\$3,590.11	\$4,465.07
1305	\$3,443.05	\$4,318.01
1306	\$3,411.61	\$4,286.57
1357	\$3,516.07	\$4,391.03
1403	\$3,124.26	\$3,999.22
1404	\$3,114.79	\$3,989.75
1405	\$3,134.06	\$4,009.02
1406	\$3,145.89	\$4,020.85

**INCOME REQUIREMENTS**

MODEL	1 RESIDENT	2 RESIDENTS
A	\$56,441.40	\$66,940.92
B	\$57,252.72	\$67,752.24
C	\$62,055.84	\$72,555.36
D	\$61,298.64	\$71,798.16
F	\$66,717.12	\$77,216.64
G	\$60,352.08	\$70,851.60
H	\$65,268.84	\$75,768.36
1356	\$69,163.32	\$79,662.84
1305	\$67,398.60	\$77,898.12
1306	\$67,021.32	\$77,520.84
1357	\$68,274.84	\$78,774.36
1403	\$63,573.12	\$74,072.64
1404	\$63,459.48	\$73,959.00
1405	\$63,690.72	\$74,190.24
1406	\$63,832.68	\$74,332.20

**RESOLVED FURTHER**, all income must be reported on applicant's most recent Federal Income Tax Return; and

**RESOLVED FURTHER**, six percent per year of liquid assets may be used to meet the annual income requirement; and

**RESOLVED FURTHER**, acceptable liquid assets shall be limited to those assets that are considered, in the Board's sole discretion, to be liquid, marketable or income producing. Examples of acceptable liquid assets include, without limitation, the following:

1. Equity in residential and income real estate.
2. Savings accounts in U.S. banks and U.S. credit unions.
3. Cash value life insurance.
4. Certificates of deposit and money market accounts.
5. IRA, SEP, 401(k), Profit Sharing and Keogh accounts.
6. Federal, state, or municipal government bonds.
7. U.S. traded investments (e.g., NYSE, Amex, OTC, Nasdaq, etc.) valued at current market prices.
8. Mortgages and promissory notes provided that the interest in such mortgages or promissory notes is reported on the Applicant's tax return; and

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

## Board Resolution M50-25-12

### Background Checks for Prospective Purchasers

**WHEREAS**, the Board of Directors of Laguna Woods Mutual Number Fifty (hereinafter referred to as "the Mutual") is committed to ensuring the safety, security, and well-being of all residents within the Mutual;

**WHEREAS**, the Board recognizes the importance of due diligence in the transfer of ownership of units within the Mutual;

**WHEREAS**, the Board believes that conducting background checks on all prospective purchasers of units will contribute to a more secure and harmonious community;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby mandates that all prospective purchasers of units at Laguna Woods Mutual Number Fifty shall undergo a comprehensive background check prior to the approval of any sale or transfer of ownership.

**BE IT FURTHER RESOLVED** that the cost of said background checks shall be borne by the prospective purchaser.

**BE IT FURTHER RESOLVED** that the Board, or its designated representative, shall review the results of the background checks and shall have the authority to approve or disapprove prospective purchasers based on criteria deemed relevant to the safety and welfare of the community.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon adoption.

**ADOPTED** by the Board of Directors of Laguna Woods Mutual Number Fifty on this 16th Day of June, 2025.

**Motion made by:**

**Seconded by:**

**Votes: For: Against: Abstain:**

**Certification:** I, Margaret Bennett, Secretary of Laguna Woods Mutual No Fifty, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Mutual at an Emergency Board meeting duly called and held on June 16 2025, at which a quorum of the Board was present and acting throughout.



(signed) Secretary

## Financial Assets

Please provide verification of annual income and assets with this form. You must submit copies of a current, signed federal income tax return; and copies of recent bank statements, investment statements, paycheck stubs or any other documentation which will verify the information you have provided in this financial statement.

<b>Life insurance</b>	Premiums/Year	Total in force	Policy loans		Net cash value
			\$		\$
<b>Bank accounts</b>	Bank name	Address/Branch	Account number	Account type	Account balance
	a.				\$
	b.				\$
	c.				\$
<b>Residential property</b>	Address	City, State	Annual payments	Balance owing	Estimated equity
	a.		\$	\$	\$
	b.		\$	\$	\$
<b>Income property</b>	Address	City, State	Net income/Year	Balance owing	Estimated equity
	a.		\$	\$	\$
	b.		\$	\$	\$
<b>Stocks, bonds</b>	Companies, shares, (attach schedule if necessary)				Market value
					\$
<b>Certificates of deposit</b>	Institutions (attach schedule if necessary)				Market value
					\$
<b>Government bonds</b>	Issuing agency (attach schedule if needed)				Maturity value
					\$
<b>Other assets</b>	Attach schedule				Market value
					\$
Total asset value					\$
Less: Purchase price					\$
Net asset value after purchase					\$

**I (we) swear, under penalty of perjury, that the information provided in this financial statement and the supporting documents are true.**

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



## Trust Facilities Fee

Manor number

As trustee of the Golden Rain Foundation (GRF) of Laguna Hills Trust, the GRF Board of Directors is required to preserve and protect the recreational and other amenities available to all residents of Laguna Woods Village. Effective January 1, 2022, all purchases of a separate interest in Third Laguna Hills Mutual (condo), United Laguna Woods Mutual (cooperative) and Mutual Fifty (condo) must include collection of a trust facilities fee in the amount of \$7,500 per transaction as an obligation of the purchase when the sales price is \$150,000 or higher, and \$3,000 when the sales price is less than \$150,000.

Choose one option of payment below.

Payment  
option 1:

☐

I/we agree to pay at the time of closing of escrow the trust facilities fee in the amount of \$7,500 when the sales price is equal to or higher than \$150,000, and \$3,000 when the sales price is less than \$150,000.

Payment  
option 2:

☐

I/we agree to pay over a period not to exceed seven years (84 months) the trust facilities fee in the amount of \$7,500 plus additional fees that result in a total principal amount of \$7,800 plus interest at 12 percent per annum, or \$3,000 resulting in a total principal amount of \$3,300 if the sales price is less than \$150,000.

1 Name (Print) *	Signature	Date
2 Name (Print)	Signature	Date
3 Name (Print)	Signature	Date
4 Name (Print)	Signature	Date

\* If payment option 2 is selected, the first owner/member name must reflect the person to whom the billing statement for the trust facilities fee will be mailed.



## Promissory Note

Rev 11/6/18

**Principal amount: \$7,500**

**Manor number:** \_\_\_\_\_

**Principal amount w/interest: \$11,566.17**

**Date:** \_\_\_\_\_

### Recitals

For value received, the undersigned payor(s), \_\_\_\_\_, promises to pay to the order of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation (payee), at 24351 El Toro Road, Laguna Woods, CA 92637, Attention: Accounts Receivable (or through a direct debit or similar ACH debit, if available), at the times and on the terms specified in this promissory note (note), the sum of \$7,800 (principal), together with interest thereon at the rate of 12 percent per annum (but in any event not to exceed the maximum rate permitted by law) (interest), as payment of the \$7,500 facilities fee, and one-time origination fee of \$300, plus interest, all fully amortized over the seven-year term, as further set forth below. Payor(s) acknowledges that payor(s) has been given the opportunity to pay the \$7,500 facilities fee all at once at the time of transfer, and so to avoid paying the interest and the nonrefundable origination fee, but that payor(s) has instead elected to enter into the seven-year payment plan, as authorized by California law, and to pay in accordance with all terms and conditions in this note.

- 1. Promise to pay.** The principal and interest shall be amortized over a period of seven years, and all due and payable in seven years, with 84 consecutive monthly payments of \$137.69 each. The first monthly payment shall be made on \_\_\_\_\_, 20\_\_\_\_, and subsequent monthly payments shall be paid on or before the first day of each succeeding calendar month.
- 2. Late charge.** Payor(s) agrees that in the event that any payment due hereunder is in default for more than 10 days, it would be extremely difficult to fix the actual damages resulting to payee. Therefore, payor(s) agrees to pay to payee the sum of \$10 upon each such default, as liquidated damages and not as a penalty, to compensate the payee for the expenses of administering the default.
- 3. Prepayment.** The payor(s) of this note may, at their option, repay the amount due in whole prior to maturity date without penalty. Repayment of principal in its entirety prior to maturity date shall eliminate future interest and will fulfill the debt obligation. Payments received in excess of monthly note installment shall be applied to future note installments and not an accelerated reduction of principal.
- 4. Acceleration.** The holder of this note may, at its option, accelerate the maturity of all payments to become due hereunder upon the occurrence of any of the following events, in which event the unpaid balance of this note shall become immediately due and payable without demand, presentment or notice, all of which are hereby expressly waived, and the holder may pursue collection through small claims court or initiate any other appropriate legal proceeding to collect the outstanding amount owed under this note:

(a) Failure to make any two consecutive payments when due, (b) insolvency of payor(s), or filing by or against payor(s) of a petition of bankruptcy, either voluntary or involuntary, (c) if payor(s) sells his or her unit, or if payor(s) dies, then the remaining outstanding balance of principal hereunder at that time shall be due and payable in one lump sum and upon such payment, this note shall be deemed paid in full.

*Promissory Note continued on next page*



## Promissory Note Continued

- 5. Release.** In consideration of full payment by the payor(s), as set out in the terms of the promissory note hereof, the holder of this note will furnish the payor(s), at the request of the payor(s), a written release of Promissory Note acknowledging the fulfillment of their debt obligation.
- 6. Attorney's fees, governing law.** In the event of any controversy or dispute arising from nonpayment of this note, the prevailing party shall be entitled to recover from the nonprevailing party or parties reasonable expenses including, without limitation, attorneys' fees and costs actually incurred. This note shall be governed by and construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of California. This note shall be binding on the payor(s) successors and assigns.

In witness whereof, payor(s) has executed this note as of the date first written above.

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

**THE TOWERS**  
*at Laguna Woods Village*

Unit No.

The following letter outlining rules and regulations of the Corporation shall be given to escrow and leasing offices for the information of new residents and lessees; and

A COPY OF SUCH RULES AND REGULATIONS MUST BE SIGNED BY THE LESSEE AND/OR BUYER, AND ATTACHED TO THE LEASE/RESALE PACKAGE, AS EVIDENCE THAT SAID LESSEE/BUYER HAS READ SUCH RULES:

**THE PURPOSE OF THIS DOCUMENT IS TO INFORM ALL FUTURE RESIDENTS OF LAGUNA WOODS MUTUAL FIFTY, ALSO KNOWN AS THE TOWERS, OF SOME OF THE RULES AND REGULATIONS AND SOME ADDITIONAL POLICY INFORMATION THAT THE RESIDENT MAY NOT BE AWARE UNTIL AFTER MOVE-IN.**

**MUTUAL FIFTY RULES & REGULATIONS**

**WHEREAS**, on February 18, 2021, the Mutual Fifty Board of Directors adopted Resolution M50-21-04, outlining rules and regulations of the corporation to be given to escrow and leasing offices for the information of new residents and lessees: and

**WHEREAS**, with the changes in policies necessitated by COVID-19, these forms needed revision;

**NOW THEREFORE BE IT RESOLVED**, as of June 17, 2021, the following rules have been approved by the Board of Directors as follows:

1. When a home is purchased in The Towers and the buyer is approved for Membership, he/she becomes a member of Laguna Woods Mutual Fifty, a California non-profit mutual benefit corporation and a resident member in the Golden Rain Foundation of Laguna Woods, also a California non-profit mutual benefit corporation.
2. Laguna Woods Mutual No. Fifty is jointly owned in undivided interest by the 311 owners of the respective condominiums comprising The Towers, which is managed as a condominium project under the direction of its elected resident Board of Directors. The Corporation has retained a managing agent for the purpose of executing its policies and Business Plan.
3. The Golden Rain Foundation holds in trust for all Laguna Woods Village residents all common properties such as golf courses, clubhouses, buses, swimming pools, etc. It is also managed under the direction of its elected resident Board of Directors. Mutual Fifty Directors are elected by the 311 members and Directors of GRF are elected by the corporate members, United Laguna Hills Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty Board of Directors.

4. The residents of The Towers are provided Front Desk services; housekeeping services; common area maintenance service; dining services; and educational and recreational activities. Services beyond what the Board determines to be basic services may be provided as a chargeable service, at an additional cost to the resident.
5. The Towers is not an assisted care facility. The residents must be capable of self-care or financially able to provide for health care attendants.
6. Personalized Motorized Vehicles are permitted within The Towers common area when prescribed by a doctor.
7. Residents are required to dress in acceptable clothing, appropriate to the location and occasion when in the common areas and to conduct themselves in an acceptable manner. There is a dress code in the dining rooms.
8. The monthly assessment for each condominium does not include property taxes for the condominium, telephone, internet and premium cable service, personal property insurance, and maintenance of the living space of the condominium.
9. Each condominium is provided with housekeeping services - every other week.
10. The monthly assessments include the cost of a daily meal. Additional fees may be charged if the resident purchases more meals than a daily meal.
11. Gratuity to staff is prohibited at The Towers.
12. There have been occasions when residents have been rude to staff, sometimes causing staff members to resign from his/her position. To avoid this, when an incident of rudeness to staff occurs, the Board of Directors may discipline the resident, including fining the resident up to five hundred dollars (\$500.00) depending upon the severity of the incident.
13. Residents are allowed up to two pets in their condominium. Residents who wish to keep pets in their condominium must make application to the Mutual and obtain approval before the pet may reside. Applications are available in The Towers Administration office. The Board of Directors may discipline any resident who violates this policy. This does not apply to personal assistance animals.
14. When Residents plan to move into The Towers or move out of The Towers, they MUST schedule the move with the Front Desk at (949) 597-4278.
15. All construction and remodeling planned within a condominium MUST be scheduled through the Maintenance Department (949) 434-5613.
16. All outside vendors must abide by Visitor Rules.
17. Personal property may not be left anywhere in the Common Area for any period of time.
18. Full-service housecleaning is performed bi-weekly for each resident requesting it.
19. All caregivers must enter the building through the front entrance anytime they enter or re-enter the building (same as any other visitor).
20. All caregivers must go directly to the residence at which they are employed.

21. The Towers' General Manager is authorized by the Board to make exceptions to any of the Rules with the permission of the Board President.

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PRINT NAME

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PRINT NAME

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SIGNATURE

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SIGNATURE

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DATE

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DATE



## **Acknowledgement For New Owners and Residents**

### **Overview**

The Towers was designed originally and marketed as a residential project for active senior citizens and retirees:

**The Towers is not an “Assisted Care” or “Assisted Living Facility.” Accordingly, and in view of certain conditions at The Towers as disclosed below, all prospective purchasers, residents, and/or lessees of units at The Towers must execute this acknowledgement prior to or contemporaneously with the close of escrow, or prior to moving into The Towers.**

No provisions were made for extended care of residents (ambulatory or otherwise) since the facility was developed and marketed for ownership by self-sufficient, active, individuals seeking an environment that combines security with refined elegance. There is **no** provision for ongoing medical care on-site.

The Towers was constructed during the period from early 1973 through early 1974. At this time the 1970 Uniform Building Code, with supplements, was the governing code for construction in the County of Orange. Since 1974, the requirements for housing accessibility have broadened incrementally, each time becoming more responsive to the needs of the disabled population. As a result, buildings constructed more recently contain different design features to make them more convenient for those with physical disabilities.

In 1987, the Mutual No. Fifty Board of Directors hired safety engineering firm, McHale/Woods Associates, Inc. to provide a pedestrian circulation study of The Towers. The scope and purpose of the report was to study architectural and operational factors inherent in the design of The Towers, which affect the use of the facility by partially and non-ambulatory residents and their guests.

**Because that study concludes that certain hazards are present, particularly for non-ambulatory persons living above the first floor, the members of the Board of Directors feel that the findings of the safety engineering firm should be disclosed to all prospective purchasers and residents.**

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Initial

## **New Resident Acknowledgement**

### **Page 2**

**“Additionally, because existing hazards affect the day-to-day living conditions at the Towers, it is critical that each prospective purchaser, resident, and/or lessee execute this acknowledgement to evidence his/her awareness of the current conditions existing at The Towers.”**

#### **Accessibility**

1. There is only one accessible parking space on Mutual No. Fifty property.
2. The building entrance has limited accessibility and there are no passenger loading zones.
3. The curb ramps in front of The Towers were designed for emergency vehicles, but do not meet the current State code requirements for new buildings for wheelchair access.
4. Residential entry doors on 66% of The Towers units do not have adequate clear and level space to the strike side of the door for wheelchair maneuvering to meet current State code access requirements for new buildings (A, B, and C models)
5. A majority of residential bathroom doors do not have adequate clear and level space to the strike side of the door to meet current State code access requirements for new buildings (A, B, C models).
6. According to the current code for new buildings, residential kitchen units do not have the proper minimum height to allow wheelchair users to roll up to the counter.
7. Residential bathrooms do not satisfy the current handicap code space requirements for residential bathrooms in new buildings. None of the existing bathrooms have sufficient space available for a wheelchair user to maneuver.

#### **Fire and Emergency**

1. The elevators open at the center rather than the side. A center-loading car does not allow a typical transport gurney cart to be rolled into the car in a flat position. This requires that the person being transported be placed in a sitting position.
2. In the event of a fire or earthquake, the elevators are programmed to return to the ground floor and remain there, for use by emergency personnel only. All persons on upper floors (2 through 14) would find the elevators non-responsive to calls. In this instance, their only other evacuation route would be the emergency stairs located at the end of each corridor. Where possible, the fire evacuation crew would take over operation of the elevator and begin evacuating residents.

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Initial

3. The stairs are a barrier for non-ambulatory wheelchair users and persons using walkers. During emergency conditions a person using a wheelchair or walker may create a hazard both to him or her and to others attempting to evacuate by the stairwells.
4. The Towers has a fire sprinkler system in the common areas and in the kitchen. There are three fire extinguishers and three emergency pull alarms on every floor. Each unit has a battery operated smoke detector and one sprinkler head at the entrance.
5. **Non-ambulatory individuals residing above the first floor might be incapable of evacuating themselves from the building in the event of a fire or earthquake.** The only possible way these individuals would be able to exit the building would be through “hands on” evacuation (i.e., he or she must be carried from the building.) Whether these non-ambulatory individuals could be safely evacuated in an emergency situation is totally dependent on the direness of the situation, the time available to access the resident, the number of personnel available to assist in the rescue, the accessibility of the resident and the distance (number of floors) the resident would have to be carried. Certainly these factors will vary with the intensity of each emergency. **When one considers safety factors, the McHale/Woods safety report concludes, “It cannot be recommended that a non-ambulatory resident reside above the first floor of The Towers.”**
6. In the Towers Pedestrian Circulation Evaluation report prepared by the Safety Engineering firm of McHale/Woods Associates, Inc., reference is made to non-ambulatory persons. The definition of a non-ambulatory person is taken from the California State Building Code, Section 310.2. It is as follows:
  - a. Non-ambulatory Persons (B) (SFM) are persons unable to leave a building unassisted under emergency conditions. It includes, but is not limited to, persons who depend upon mechanical aids such as crutches, walkers, wheelchairs, and any person who is unable to physically and mentally respond to a sensory signal approved by the State Fire Marshall or an oral instruction relating to fire danger.
  - b. The determination of ambulatory or non-ambulatory status of persons with developmental disabilities shall be made by the Director of Social Services on his or her designated representative, in consultation with the director of Developmental Services or his or her designated representative. The determination of ambulatory or non-ambulatory status of all other disabled persons placed after January 1, 1984, who are not developmentally disabled, shall be made by the Director of Social Services or his or her designated representative.

## **Conclusion**

The Mutual No. Fifty Board of Directors contracted for the services of the safety engineering firm of McHale/Woods Associates to conduct a pedestrian circulation study of The Towers. That report describes several hazards and impediments to use of the facility by people who are physically disabled or non-ambulatory. **“These hazards underscore the importance of communicating clearly to prospective purchasers, residents, and lessees that Mutual No. Fifty was not established as, and is not equipped or staffed to function as, an assisted care or assisted living facility.”** The Board of Directors feels this information should be brought to the attention of all prospective residents.

Mutual No. Fifty will provide a copy of the McHale/Woods report upon request.

**I hereby acknowledge that I have received, read, and understand this acknowledgement.**

Also, I acknowledge that I have inspected the unit I intend to purchase (or in which I intend to reside), the path to the stairwells that I would have to use in an emergency to leave the building, and the common areas of The Towers.

Print Name	Print Name
Signature	Signature
Date	Date
<b>Check One:</b> ( ) Lessee ( ) Occupant ( ) Member	<b>Check One:</b> ( ) Lessee ( ) Occupant ( ) Member



### **RESOLUTION M50-08-57**

**WHEREAS**, Mutual Fifty's Covenants, Conditions, and Restrictions, (CC&R's) Article I, Section 22 provide that the doors and windows are the property of the Mutual member; and

**WHEREAS**, the CC&R's do not state that the individual members own the locks and that the Mutual has maintained control of the locks and the distribution of keys since the inception of the Towers; and

**WHEREAS**, Mutual Fifty Board of Directors has a duty to exercise due care for the residents safety in those areas under their control; and

**WHEREAS**, the CC&R's Article III, Subsection 5 provides that the Mutual or any person authorized by the Mutual may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible;

**WHEREAS**, such entry shall be made with as little inconvenience to the Owner as practicable;

**NOW THEREFORE BE IT RESOLVED**, October 16, 2008 the Board of Directors hereby approves the following policy with regard to the installation of individual unit door locks;

1. The Mutual shall keep the master keys in a secured area, for the use only by authorized staff;
2. If a Mutual Member installs an additional lock (or locks), the Member shall be required to provide the Mutual with keys to all such locks, which keys should also be stored in a secured area;
3. The Mutual would be entitled to use the keys solely for the purposes set forth in the Mutual's CC&R's, Article III Subsection 5. Except in emergency circumstances, the Mutual should provide written notification to the Unit owner; and obtain the resident's written permission to enter the Unit whenever possible in the operation of their responsibilities for maintenance;
4. If a Member installs an additional lock (or locks), and fails to provide appropriate keys therefore to the Mutual, the Mutual shall take disciplinary action which may include a monetary penalty;

5. If it is necessary for the Mutual or health care providers to enter a Unit, and damage occurs because the Member has installed an additional lock or locks but has not provided the Mutual with keys therefore, the Member will be solely responsible for the cost of all repairs that are necessary.

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

**RESOLUTION M50-18-79**  
**Pet Rules for The Towers**

**WHEREAS**, Laguna Woods Mutual No. Fifty ("The Towers" or "Mutual No. Fifty") has an existing Pet Policy regarding pets permitted in The Towers; and

**WHEREAS**, the current pet policy does not include language regarding dogs that pose a danger to others and/or constitute a nuisance to others; and

**WHEREAS**, the current pet policy does not include language regarding animals that serve as "comfort," "emotional support," "therapy" animals, and/or "service animals";

**NOW THEREFORE BE IT RESOLVED**, September 20, 2018 that the Board of Directors of the Mutual ("Board") hereby approves the following Pet Rules for The Towers:

All residents of Mutual No. Fifty who keep dogs, cats, or other household pets must have an annual permit issued by the Mutual for up to two pets. Each pet must weigh 25 pounds or less.

All residents of Mutual No. Fifty who keep dogs, cats, or other household pets must have those pets licensed as required under state and/or local law or regulations, with inoculation records, and spayed or neutered. Residents must provide a copy of the license, a veterinarian's certificate verifying inoculations and spaying or neutering to the Administration Office with their permit applications. License and current inoculation records must be provided to the Administration Office annually, with the exception of cats that do not leave the unit.

All residents of Mutual No. Fifty who keep dogs, cats, or other household pets must have an identity collar (or tag) on the animal any time the animal is in common area, identifying the owner, unit, and the pet's name.

All residents of Mutual No. Fifty who keep dogs, cats, or other household pets must submit a current Certificate of Insurance with their permit application, which provides homeowner's insurance coverage for any damage done by the pet to persons or Mutual property with a minimum coverage of \$300,000 per occurrence.

Mutual No. Fifty will not tolerate pets known to be aggressive, have a propensity to bite, and/or pose a nuisance to other residents.

This policy applies to all residents of Mutual No. Fifty who keep up to two pets.

All residents of Mutual No. Fifty who keep dogs, cats, or other household pets are required to appoint a pet guardian who will be responsible for the care of the pet in case of an emergency or when the owner is not available, at the time of permit application.

## **Pet Rules**

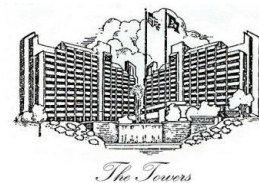
The ability of a resident to keep a pet is, as set forth above, subject to the following rules, which are founded on health and safety considerations of all Mutual residents, visitors and guests. Any resident who believes s/he is entitled to an exception of any of these rules as a reasonable accommodation of a disability may submit a request for a reasonable accommodation to the Mutual. Each request will be considered on a case-by-case basis. Those requesting an accommodation may be asked for documentation of the need for the accommodation from a health care provider.

1. Any pet within the common area inside and/or outside The Towers must be restrained by a leash not to exceed six (6) feet and in charge of a person competent and physically able to restrain and control the pet.
2. Pet owners, when leaving their residence with their pet, are to proceed to the elevator and exit the building by the nearest exit door.
3. Pet owners shall not allow their pets to obstruct or interfere with the rights of other residents, guests or visitors, or annoy them by unreasonable noises at any time.
4. Pet owners are NOT to bring their pets into any of the central common areas including the dining rooms, lounges, front desk and mailbox areas. This rule is for the safety of all residents in order to prevent trip hazards.
5. No pet shall be permitted to urinate or defecate within the common area except within the grass areas north of Tower I and west of Tower II. Fecal waste shall be removed forthwith and placed in a sealed double plastic bag by the owner or person in charge of the pet before placing it in the trash chute.
6. Small dogs may be carried while in the elevators to avoid leash tangles or accidents with the automatic doors.

7. Pets must be kept free of fleas at all times.
8. The Mutual's staff is not responsible for the cleanup or disposal of pet refuse.
9. During housekeeping services, pets must be contained or out of the manor.
10. Pet litter and/or waste is never to be disposed of in toilets.
11. If the Mutual receives information that a pet has bitten a person, the Mutual reserves the right to initiate proceedings against the pet owner which may include requesting that the pet be removed from the property. If the parties agree that removal is not necessary, the pet will be required to wear a muzzle at all times while outside of the resident's manor. Additionally, a resident with a pet that has been documented by Security to have bitten someone at The Towers will be required to increase their homeowner's insurance coverage for any damage done by the pet to persons or Mutual property to \$1,000,000.
12. Visitors with pets must comply with all rules pertaining to pets in Common Area.
13. In case of an emergency, Staff will contact the pet guardian on file when the owner is not available. If Staff is unable to reach the pet guardian within 24 hours, Staff will contact the local animal shelter to care for the pet.
14. Pet owners must comply with all pet-related requirements of Laguna Woods Mutual No. Fifty and the City of Laguna Woods.
15. Any resident found to be violating these rules will be brought forward to the Board for disciplinary action pursuant to state law and the Mutual's Governing Documents. The Board may take authorized disciplinary action (with proper notice and hearing where required) including, but not limited to: (1) a fine; (2) payment of the Mutual's attorney fees incurred in enforcing the pet regulations; (3) removal of the pet; and/or (4) termination of the occupancy of the resident in Mutual Fifty.

**RESOLVED FURTHER**, that Resolution M50-14-41 dated August 21, 2014, is hereby superseded and canceled; and

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



## The Towers Resident Pet Owner Application

The Towers Board of Directors requires that if you own a pet, to read the Pet Policy, complete this form and return it to the Administration Office. An application must be filled out for each pet every year. Please print legibly.

### Resident Information

Unit Number

Today's Date

Resident(s) Name

Telephone Number

Owner's Name/Signature

Telephone Number

### Pet Information

Type of Pet (Cat/Dog/Other)

Pet's Name

Description of Pet

### Pet Guardian

*This is the person responsible for the care of the pet in case of an emergency or when the owner is not available.*

Name

Telephone Number

### Acknowledgement

*By signing, you (we) are acknowledging that you (we) received, read, understand and agree to the Pet Policy.*

Resident's Signature

Resident's Signature

### Mutual 50 Approval Authorization

- ☐ Fee Paid (\$35/pet annually)  
Check Number: \_\_\_\_\_
- ☐ Certificate of Insurance (\$350,000)

- ☐ Proof of Identity Tag (Owner, Unit, Pet's Name), if applicable
- ☐ Pet License and Veterinarian Records

Signature

Date

# Application For Occupancy Permit

Manor Number \_\_\_\_\_

ATTACH VERIFICATION OF AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID						
	LAST NAME	FIRST NAME	MI	SOC SEC #	BIRTHDATE	OFFICE USE ONLY
1.						
	PHONE: HOME	PHONE: MOBILE	EMAIL			

	LAST NAME	FIRST NAME	MI	SOC SEC #	BIRTHDATE	OFFICE USE ONLY
2.						
	PHONE: HOME	PHONE: MOBILE	EMAIL			

1.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED	<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER
2.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED	<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <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
<p>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.</p> <p>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.</p>

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? <div style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</div> 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 <b>denied</b> .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
DATE:	DATE:

## Application For Co-Occupancy Permit 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. 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 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 IN THE FORM GENERALLY USED BY THE MUTUAL AND WILL PAY ALL AMOUNTS DUE PURSUANT TO THE CC&R'S.
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 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 DECALS WHEN OCCUPANT CEASES TO RESIDE IN THE MANOR.
10. ANY PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON 30 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 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.





## NOTICE

To: MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

From: Michael Turner, GENERAL MANAGER

### 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. PMP Management, Inc., as Employer, and as Agent, for the Association 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 9:00a.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.

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

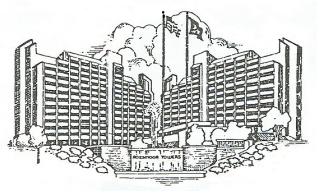
tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

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.

PMP 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 Building Engineer at 434-5613.

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 Building Engineer at 434-5613 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact the Building Engineer at 434-5613.



## Declaration Regarding Criminal Record

*Each non-member occupant is required to sign a separate "Declaration Regarding Criminal Record."*

The following representations are made pursuant to Article XIV to the Laguna Woods Mutual No. Fifty Covenants, Conditions, and Restrictions

TO: Laguna Woods Mutual No. 50

The undersigned hereby states:

1. I have not been convicted of a felony within the last twenty years.
2. I have not been convicted of a misdemeanor involving moral turpitude within the last five years.

Executed on \_\_\_\_\_ at \_\_\_\_\_.  
Date City/State

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Occupant Signature

\_\_\_\_\_  
Occupant Name Printed



## Resident ID Card(s) And Decal(s) Returned Or Declaration of Loss Affidavit

MANOR NO. \_\_\_\_\_

The undersigned hereby provides this notification to the Golden Rain Foundation that the following persons are no longer authorized occupants of the manor referenced above. Authorization for occupancy is hereby revoked effective \_\_\_\_\_.

CHECK ONE		OCCUPANT NAME(S)	ID NUMBER(S)
Own REMOVE FLAG	Co-Occ DELETE RECORD		

- ☐ ID Cards for the persons named are returned herewith (owner signature not required)
- ☐ ID Cards were never issued. Verified by: \_\_\_\_\_ (owner signature not required)
- ☐ Decal not returned (subject to \$125 fee each)
- ☐ ID Cards for the persons named are not returned (subject to \$25 fee each) because:  
(check one)-**owner signature required below.**
- ☐ The ID Card was lost
- ☐ The ID Card was stolen
- ☐ The ID Card was taken by the Occupant and not returned

Please note: These items can be turned into ANY GATE, and a receipt can be issued.

THE UNDERSIGNED SHALL INDEMNIFY AND HOLD THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS, THE MUTUAL AND MANAGING AGENT HARMLESS FROM ALL CLAIMS, LIABILITY, LOSS, DAMAGE, ATTORNEY'S FEES AND EXPENSES OF EVERY KIND ARISING OUT OF ANY UNAUTHORIZED USE OF SAID IDENTIFICATION CARD.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Occupant Signature (optional)

\_\_\_\_\_  
Owner Signature

**Physical Address:** 24351 El Toro Road, Laguna Woods, CA 92637 • Phone: 949-268-2393

**Mailing Address:** P.O. Box 2220, Laguna Hills, CA 92654-2220

# Laguna Woods Mutual No 50

## Independent Living Disclosure Document

Laguna Woods Mutual No 50 (the Towers) provides independent living which includes dining, housekeeping, and activities for residents. Please note, however, that the Towers are **NOT** designated as an assisted living facility or a medical care facility. Please initial next to each item to confirm your acknowledgement.

1. \_\_\_\_ **No Medical Assistance:** The Towers provides no onsite medical assistance nor does it provide assistance with Activities of Daily Living.
2. \_\_\_\_ **No Staff Assistance:** The Towers staff is expressly prohibited from physically assisting any person, resident, or non-resident. Staff intervention is limited to contacting Orange County EMS on behalf of residents.
3. \_\_\_\_ **Not Designed as a Medical Facility:**
  - a. **Limited Elevator Capacity.** Each tower is equipped with two small elevators that may not accommodate larger medical equipment and/or multiple passengers requiring mobility assistance.
  - b. **No Specialized Evacuation Equipment:** The Towers do not contain specialized evacuation equipment (e.g., evacuation chairs) or staff trained to assist residents with such equipment.
  - c. **Limited Backup Generators:** Please note that backup generators do not power individual dwelling units in the Towers. Thus, there is no power backup system for critical life support systems within individual residential units.

I/we have initialed each of the above disclosures and we understand that the Towers is functionally not a medical care facility or provider.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_