



**Resolution 03-23-78**  
**Lease/Rental Authorization Policy and Application**

**WHEREAS**, Civil Code § 4739 of the Davis-Stirling Act, effective January 1, 2023, provides that owners of a separate interest in a common interest development shall not be subject to any provision in the governing documents that prohibits an owner from renting or leasing out a portion of an **owner-occupied** unit for a period of more than 30-days, (i.e. owners of a separate interest in the Mutual are permitted to rent or lease out a portion of the owner-occupied unit to a tenant, so long as that lease term is a period of more than 30-days, and the Mutual need not allow owners of a separate interest to rent a portion of the owner-occupied unit to a tenant for a lease term of a period of less than 30-days); and

**WHEREAS**, the Third Mutual Board recognizes the need to amend its Lease Authorization Policy and Application to align with the new law;

**NOW THEREFORE BE IT RESOLVED**, July 18, 2023, that the Board of Directors of this Corporation hereby approves and adopts the revised Lease/Rental Authorization Policy and Application, as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that staff is authorized to make any insignificant housekeeping changes to the Application form which shall not constitute a change to the Policy or need Board approval; and

**RESOLVED FURTHER**, that Resolution 03-21-04 adopted January 19, 2021, is hereby superseded in its entirety and cancelled; and

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



## **Lease/Rental Authorization Policy**

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To view the fillable Lease/Rental Authorization Policy and Application package online, visit [lagunawoodsvillage.com](http://lagunawoodsvillage.com) and click on Services/Community Services/Leasing/Third Laguna Hills Mutual



## **Lease/Rental Authorization Policy**

**Adopted July 18, 2023**

**Resolution 03-23-78**

### **I. Purpose**

Third Laguna Hills Mutual (“Third”) authorizes Owners to lease their Unit (also referred to herein as “Manor(s)”). Effective January 1, 2023, California Civil Code § 4739, permits Resident Members to rent a portion of their Resident Member occupied Manor to an individual for a period of more than 30-days. Any lease entered into by a Non-Resident Member and Lessee automatically transfers the right to use the Community Facilities from the Member to the Lessee (Bylaws Article 3, Section 3.2 and 3.3).

The purpose of this document is to set forth the Lease/Rental Policy which shall be a governing document of Third and shall be enforceable against all Members.

### **II. Definitions**

For the purposes of this Lease/Rental Policy, the definitions set forth below shall apply. To the extent any term is capitalized herein but not defined, the definition set forth in Third’s CC&Rs and/or Bylaws shall apply.

- A. Agent:** Individual employed by Village Management Services Inc. (“VMS”) authorized to act on behalf of Third.
- B. Application:** The Lease/Rental Authorization Application form (also known as “Lease/Rental Authorization” after approval by Third of the Application) prescribed by Third to apply for approval to lease a Manor or rent a portion of a Manor. A copy of the Lease/Rental Authorization Application can be picked up from the Leasing/Rental Office or downloaded from the website at <https://www.lagunawoodsvillage.com>. Any changes to the Application shall not be deemed a change to this Lease/Rental Policy which requires notice to the Members of Third Mutual.
- C. Approval:** Written authorization to lease a Manor or rent a portion of a Manor granted by the Third Board or authorized VMS staff member(s).
- D. Assessment:** The monthly charge that Third levies against all Members and their Manors and collects pursuant to its Governing Documents.
- E. Charge:** Fee, fine and/or monetary penalty that Third and/or GRF may levy upon a Member pursuant to their Governing Documents.
- F. Community:** Laguna Woods Village.



- G.** Co-occupant: Any person who seeks to reside with a Qualifying Resident who is approved, in advance, in writing, by the Board of Directors for occupancy and who shall be at least 45 years of age unless such person is the spouse or cohabitant, or any other person that qualifies pursuant to Section 51.3 of the California Civil Code.
- H.** Golden Rain Foundation (GRF): The nonprofit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.
- I.** Governing Documents: Any reference to Governing Documents herein shall be deemed to include the Articles of Incorporation, Bylaws of Third, the recorded Covenants, Conditions, and Restrictions (CC&Rs) applicable to any Manor and any rules and regulations adopted by Third.
- J.** GRF Rules: The Articles of Incorporation, Bylaws, and any rules and regulations related to the Community Facilities adopted and enforced by GRF.
- K.** Identification (ID) Card: Photo ID card issued by GRF to Members, Co-occupants, Lessees, Renters, and private live-in caregivers of the Community authorizing use and access to the Community Facilities.
- L.** Lease/Rental Office: Located in the Resident Services Department in the Community Center, which shall ensure that a Lease/Rental Authorization Application submitted by an Owner/Resident Member comports with the Governing Documents.
- M.** Lease/Rental Authorization Extension: Parties to the lease/rental agreement may request an extension of time at the end of the lease/rental authorization period if the original term of the lease and/or rental is shorter than 12 months, subject to the Board of Director's prior written approval.
- N.** Lease/Rental Authorization Renewal: Parties to the lease/rental authorization may request a renewal no more than 60 days prior to the end of the 12-month period.
- O.** Lease/Rental Policy: This policy that sets forth the rules, regulations and procedures that governs the leasing of a Unit or renting a portion of a Unit.
- P.** Lessee: Individual who leases a Manor from a Non-Resident Member.
- Q.** Manor: A residential condominium unit in Third, also known as a separate interest.
- R.** Member: A person who has been approved by Third as being entitled to membership in Third and has an appurtenant right of membership in GRF.
- S.** Non-Resident Member: A Member who does not personally reside in the Member's Manor.
- T.** Non-Resident Member Pass: Gate entry pass authorizing a Non-Resident Member access into



the Community for the purpose of inspecting his/her property on an as needed basis. This pass does not authorize use of or access to the Community Facilities during any lease period.

- U.** Owner: Person or persons, partnership or corporation, and the successors and assigns of each of the foregoing, in whom title to a Manor is vested, as shown by the official records of the office of the County Recorder of Orange County, California.
- V.** Qualifying Resident: Any person who: (i) meets the age requirements as set forth in California Civil Code Section 51.3, et seq.; and (ii) has been approved by the Board of Directors for occupancy and ownership of a Unit, and membership in the Mutual pursuant to the terms of the Governing Documents.
- W.** Renter: A qualifying individual who rents a portion of the Resident Member occupied Manor.
- X.** Resident: A person who has been approved by the Board of Directors for occupancy.
- Y.** Resident Member: A Member (owner) who resides in the Member's Manor.
- Z.** RFID: Radio Frequency Identification tag placed on a Member's vehicle to gain access into the Community via the automated gate system.

**AA.** Rush: Application submitted fewer than 10 business days before the lease/rental effective start date.

**BB.** Village Management Services Inc. (VMS): Managing agent for Third and GRF.

### **III. Fees**

Owners and Resident Members applying to lease out their Unit or rent out a portion of the Resident Member occupied Unit shall pay the fees associated with the review, processing, and approval of the Lease/Rental Authorization Application. The fees shall be as set forth in the Fee Schedule which will be distributed upon request.

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

#### **A. General Information**

1. Authorization to lease a Unit or rent a portion of a Unit shall be effective only when approved in advance, in writing by Third or by an authorized VMS staff member(s) of Third; the approval of any lease or rental shall be subject to the minimum term as specified herein.
2. The minimum term of a lease between the Owner and Lessee must: (1) be more than thirty (30) days; and (2) be subject to this Lease/Rental Policy.



3. The minimum term of a rental agreement between the Resident Member and Renter must: (1) be more than thirty (30) days; and (2) be subject to this Lease/Rental Policy.
4. The term of the Lease/Rental Authorization shall not exceed 12 months. In the event that the term of a lease and/or rental agreement exceeds 12 months, the Owner and/or Resident-Member must apply to renew the Lease/Rental Authorization on an annual basis.
5. A copy of a pending written lease/rental agreement between parties must be provided to Third prior to the Lessee's or Renter's move-in to the Member's Manor. It is the responsibility of the Owner or Resident Member to provide Third with an executed lease/rental agreement once Lease/Rental Authorization is granted by Third.
6. Renewal of the Lease/Rental Authorization shall require the prior written approval of Third, provided that Third shall not be obligated or have any duty to, but shall have the right in its sole and reasonable discretion, to approve such extension or renewal regardless of a Member, Lessee's or Renter's circumstances unless otherwise required by law.
7. Any Owner who leases or rents a portion of the Unit is required to comply with all disclosure requirements pursuant to California law, including without limitation, all disclosures related to asbestos, lead based paint, bed bugs, registered sex offender database, no-smoking policy, existence of toxic mold, and/or any death on the property. It is the sole responsibility of the Owner who is leasing their Unit or renting a portion of their Unit to determine, pursuant to California law, and provide such disclosures to any prospective lessee or renter. Each Member hereby agrees to indemnify, defend, and hold harmless Third and its Directors, officers, agents, representatives, employees, and attorneys, as may be applicable, from and against any and all claims by Lessee, Renter or any third party that Third failed to provide any disclosures as required by this Lease/Rental Policy or pursuant to California law.
8. Laguna Woods Village is an independent-lifestyle and age-restricted senior citizen housing development (as defined by California Civil Code §51.3). No form of health care or assisted living is provided by Third. Each Resident is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers in Third's Governing Documents and Third's "Private Caregiver Policy."
9. Appearance of the Community is important, and Residents are required to keep their balconies, patios, walkways and carports free from clutter, trash and debris per the Governing Documents.
10. Third, GRF and VMS are not parties to the terms of a lease or rental agreement between the Member and Lessee or Renter, and will not be involved in resolving any disputes between the Member and Lessee or Renter; provided, however that if a Member is in violation of the Governing Documents, GRF Rules and/or this Lease/Rental Policy, or if a Lessee or Renter is violating the Governing Documents, GRF Rules and/or this Lease/Rental Policy, Third shall have all rights and remedies available to it under the Governing Documents, GRF Rules, and/or this Lease/Rental Policy.



11. The Lease/Rental Office will notify the Member of the approval/denial status of the Application within ten (10) business days of its written submittal. The Mutual reserves the right to charge a rush fee if any Member requests for expedited services prior to the routine ten (10) business days of processing. No representation or warranty is made that Third will be able to complete a Rush authorization approval request in the Members' requested timeframe.
12. Third has adopted a No-Smoking Policy and each Member shall be responsible for any and all violations of said No-Smoking Policy by Member's Lessee or Renter. Third is authorized to take disciplinary action against a Member for any violation of this section.
13. Each Member shall be responsible for any and all violations of the Governing Documents, GRF Rules, and this Lease/Rental Policy committed by Member's Lessee, Renter, or any guest or invitee, vendor, contractor or care provider of Member, Lessee or Renter, of the Member's Unit.
14. Each Member shall at all times be responsible for the acts or omissions of, without limitation, the Member's Lessee, Renter, or any guest or invitee, care provider, vendor, or contractors of the Member's Lessee/Renter.
15. Each Member shall be deemed to have agreed to save, hold harmless, indemnify, and defend Third and its Directors, officers, agents, representatives, attorneys and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Member's Unit, or any portion thereof, together with all costs, expenses, and actual attorneys' fees resulting therefrom.

## **B. Charges**

1. Member, Lessee and Renter acknowledge that the Member is obligated to pay Charges and Assessments imposed by GRF and/or Third pursuant to this Lease/Rental Policy and the Governing Documents. See Section III of this Lease/Rental Policy.
2. The Member, Lessee or Renter may incur additional Charges and fees in connection with facilities and services provided by GRF. Some examples are: golf course fee, room reservation fees and cable services upgrade charges.
3. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Lease/Rental Authorization Application whether Lessee/Renter may request such services. In any event, the Member shall be responsible for the chargeable repair services.
4. There is a fee collected by the Lease/Rental office to review and process any new/extension/renewal applications, which include, but are not limited to analysis of payment and disciplinary history. The fee shall be published by the Mutual, as set forth in Section III of



this Lease/Rental Policy.

5. An authorized and/or designated VMS staff member(s) for the Third Board of Directors assumes responsibility for obtaining Board approval and issuing Lessee or Renter ID Cards.

#### **C. Assignment of Rents**

1. If a Member is delinquent in his or her payment of any GRF and/or Third Charges and/or Assessments, as required under the Governing Documents, Member, Lessee and Renter each acknowledge and agree that the Member hereby assigns to and confers upon Third, and/or its agent, the right to collect and retain the rent payable by the Lessee or Renter and to apply the same to any delinquent Charges and Assessments, as well as any late fees, attorneys' fees, or other costs and expenses permissible by law or the Governing Documents that may be incurred or assessed by Third in connection with the delinquent Assessment and/or GRF and/or Third Charges.
2. Member, Lessee, and Renter acknowledge and agree that concurrent with notice in writing to the Member, Third shall be entitled to directly receive the rent by delivering to the Lessee/Renter at the Manor a "Notice of Assignment of Rents". Upon receipt of such notice, the Lessee/Renter shall directly forward all payments of rent required under the lease/rental agreement to Third at the address set forth in the notice until the Lessee shall receive a second notice to the effect that the Lessee/Renter may again resume making rental payments directly to the Member.
3. To the fullest extent permitted by law, such payments of rent paid directly to Third shall continue until the delinquent Assessments or Charges and any late fees, attorneys' fees, or other collection costs and expenses incurred by the Member are paid in full. In the event that the payment of rent received by Third is in excess of the amounts owed by the Member, then Third shall refund the difference, less any processing fee(s), to the Member within thirty (30) business days of receipt of such rental payment.
4. Member acknowledges and agrees that the Lessee/Renter shall not be in breach of the lease solely as a result of making rental payments directly to Third, and further that the Member shall not take any other action or avail itself of any other remedies against the Lessee/Renter under the lease/rental agreement or otherwise based on the Lessee's/Renter's direct payment of rent to Third following receipt of a "Notice of Assignment of Rents".
5. **Third Not a Landlord.** The exercise and enforcement of Third's rights under this Lease/Rental Policy shall in no way constitute Third as a landlord or lessor under any lease and/or rental agreement, and Third shall have no such responsibility. Each Member hereby agrees to indemnify, defend, and hold harmless Third and its Directors, officers, agents, representatives, employees, and attorneys, as may be applicable, from and against any and all claims by Lessee, Renter or any third party that Third failed to fulfill the duties of landlord or lessor under any lease and/or rental agreement for the Member's Unit.

6. **Process to Effectuate Assignment of Rents.** An assignment of rents pursuant to this Lease/Rental Policy shall only be effective if it complies with the requirements of Section 2938 of the Civil Code and any other applicable law. Any costs and fees incurred by Third in effectuating an assignment of rents pursuant to this Lease/Rental Policy shall be considered a cost of collection of delinquent Assessments, for which the applicable Member shall be responsible.

#### **D. ID Cards and Privileges**

1. Lessee or Renter ID Cards shall be issued for a period not longer than the duration of the Lease/Rental Authorization.
2. Lessee or Renter ID cards are not issued until all paperwork required pursuant to this Lease/Rental Policy is received and the Application has been approved in advance in writing by Third.
3. Lessee or Renter ID cards and resident RFIDs will be available no sooner than seven days prior to the lease/rental start date unless Third approves a lease/rental agreement under the Rush standards referenced herein.
4. Member acknowledges and agrees that the privileges of membership in GRF are granted and assigned to Lessee and Renter for the duration of the Lease/Rental Authorization period; and Non-Resident Member, while leasing the Unit, hereby surrenders all Resident ID Card(s) and Resident Decal(s) and RFID(s) and the right to such privileges while the Lease/Rental Authorization is in effect in accordance with the Governing Documents. Upon surrender of the card, decal and RFID, the Member is given a Non-Resident Member Pass that provides the Member access into the Community for the limited purpose of accessing and inspecting the leased premises. This pass does not permit use of or access to the Community Facilities. Lessees and Renters may use the facilities and receive the services made available by GRF to all Members, subject to the GRF Rules. Pursuant to the GRF Rules, the facilities and services may be modified or discontinued by GRF at any time.
5. At the end of the Lease/Rental Authorization period, the Member is required to return all gate entry passes including ID cards, automobile decals, RFIDs, guest passes, business passes and care provider passes in order to avoid a GRF non-return fee. (See Section III, Fees).

#### **E. Occupancy**

1. Members may obtain/perform both background and credit checks on new Lessees or Renters as well as check references provided by the Lessee or Renter to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lessees/Renters who violate Third's Governing Documents.



2. No person, including but not limited to a Lessee or Renter, may reside in a Manor without the prior written approval of the Third Board of Directors or VMS authorized staff member(s). Contact Resident Services Department at 949-597-4600 for any change in residency status.
3. Members should obtain a copy of the Application from VMS as set forth herein.
4. The Manor, together with the parking space assigned to such Manor, must be made available to the Lessee during the entire term of the Lease/Rental Authorization, except in the instance of a Renter.
5. 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 Manor during the absence of the Qualifying Resident, Co-Occupant, Lessee or Renter.
6. Unless otherwise required by law, the maximum number of persons allowed to occupy a Manor is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Manor; no more than three persons in a two-bedroom Manor, no more than four persons in a three-bedroom Manor. The number of persons residing in a residence at any time shall comply with Third's CC&Rs, Bylaws, rules, policies and this Lease/Rental Policy, as well as all City, County and State codes, regulations, and ordinances regarding the occupancy of residential dwellings, and may not exceed any occupancy limits established under such codes, regulations, or ordinances. There are additional monthly GRF and Third Laguna Hills Mutual fees for each person in excess of two.
7. The Manor shall be used and occupied solely as a private residential dwelling and for no other purpose.
8. No person shall reside in a Manor, other than those listed on the approved Lease/Rental Authorization.
9. No business or commercial venture may be conducted in the Manor.
10. Except for the approval of a Renter, the Member and/or Lessee shall not assign any interest therein and shall not sublet the Manor or any part thereof or any right or privilege appurtenant thereto, pursuant to a formal agreement or otherwise, or permit any other person to occupy or use the premises or any portion thereof. To assure compliance with these provisions and the other Third governing documents, leases/rentals shall not be amended to add additional lessees or renters to an approved lease or rental during the approved lease/rental period.
11. Except as set forth in Civil Code § 4739, as provided for herein, and any other applicable State, County or City requirements, no room rental arrangement or subleases shall be permitted and no Member or Lessee may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Next door or any similar website). Third will not approve any Lease/Rental Authorization amendment submitted for the purpose of adding



additional persons to a lease or rental during the term of a Lease/Rental Authorization.

12. No Manor or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days (for example only, listed on Airbnb, VRBO or any similar website), nor may any Manor be leased to a corporate housing company, including any nonprofit housing organization.

#### **F. Move In/Move Out and Bulky Items Delivery/Pickup**

1. When moving into the Community, Lessee(s) or Renter(s) must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
2. The use of an elevator, when moving into or out of a multi-story building, requires the placement of elevator protection pads, which can be requested by calling the Security Department 949-580-1400. Similarly, individuals are required to order elevator protection pads when arranging for delivery or removal of bulky items, such as furniture.
3. When moving out of the Community, the Lessee or Renter is responsible for hauling away excessive materials/furniture. Bulky items are collected on a weekly basis free of charge. The Lessee or Renter shall contact CR&R at 949-625-6735 to obtain information on when the pick-up service is offered and what items can or cannot be hauled away.
4. Each Member is responsible for any damage caused by his or her movers or deliveries to the elevator, lobby furniture, common area and/or other Third property.
5. No oversized furniture, appliances, non-broken-down boxes or other similar items may be discarded outside of the Manor at any time, except to the extent permitted by the Governing Documents, including, but not limited to the GRF Rules and this Lease/Rental Policy.

#### **G. Alterations, Repairs and Maintenance**

1. Member(s) are required to obtain prior written approval in advance of construction from Third for any structural alterations to the building or landscape changes. Applications may be obtained from the Resident Services Department. Resident Services is located at the Community Center and may be reached at 949-597-4600.
2. The Member and Lessee(s)/Renter(s) understand that the Manor shall not be altered, repaired or changed without prior written authorization of Member and Third. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be performed either by or under the direction of Third; shall be the property of Member; and shall remain upon and be surrendered with the Manor. Only applications submitted by the Member will be considered by the Board. Lessees/Renters shall have no right to submit an application for structural alterations.

3. Lessee or Renter shall authorize Third, Member and/or their respective authorized VMS staff member(s) to enter into and upon the Manor at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies, (c) maintaining the building in which the Manor is situated and (d) making repairs, alterations or additions to any portion of the common areas or said building, including but not limited to the erection of scaffolding, props or other mechanical devices.
4. Lessee/Renter shall not be entitled to any abatement of rent payable by Lessee/Renter hereunder or to any rebate of rent to Lessee/Renter or damages for any loss of occupation or quiet enjoyment of the premises on account of any such entry by Third. No landlord-tenant relationship is created by way of Third's need to enter a Manor or perform work to any common areas accessible only through a Lessee and/or Renter's Manor.

#### **H. Insurance**

1. Lessee's or Renter's personal property is not insured by Third.
2. **Property Damage and General Liability Insurance.** Each Member is responsible for insuring his or her personal property located within the Mutual. Each Member is also responsible for insuring all buildings, structures, and other improvements contained within or located upon the Manor (including, but not limited to the Members' residences) against fire and other casualty. Nothing in this Lease/Rental Policy precludes any Member from carrying public liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of Third's insurance policies. If any loss intended to be covered by insurance carried by or on behalf of Third occurs and the proceeds payable are reduced due to insurance carried by a Member, such Member shall assign the proceeds of the Member's insurance to Third, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.
3. **Renter's and Landlord's Insurance.** A Member whose Manor is subject to a lease/rental agreement shall require as a term of the lease/rental agreement that the Lessee/Renter is required, at all times during the Lessee/Renter's tenancy and occupancy of the Member's Manor, to obtain and maintain "renter's insurance" of no less than fifty thousand dollars (\$50,000.00), insuring, including without limitation, the Lessee/Renter for general liability, property damage, and the replacement value of the Lessee/Renter's personal property and belongings located in the Manor from damage and loss. Such Member shall also be required to maintain "landlord's insurance" during the period of the lease/rental agreement under an insurance policy that covers the Member's Unit from financial losses connected with the Manor; such policy shall cover standard perils such as fire, and, to the extent commercially available, include coverage for accidental damage, malicious damage by tenants, and rent guarantee insurance.
4. **Proof of Insurance.** Duplicate copies of the insurance policies required under these Lease/Rental Policy shall be submitted by a Member to the Board upon request. Notwithstanding the foregoing, Third shall not have the obligation to confirm that any



Member or Lessee/Renter carries the insurance required under this Lease/Rental Policy and/or confirm the terms of any insurance purchased by a Member or Lessee/Renter.

5. **Lack of Insurance.** Third shall not be responsible for any damage or loss to a Member's Unit, another Unit, or the Common Area for which the Member is responsible and the Member does not maintain sufficient insurance coverage for the cost of repair and restoration of such damage or loss. Any failure by the Lessee/Renter to have renter's insurance shall be regarded as a material breach of the Lease/Rental Authorization.

## **I. Rights and Remedies**

1. As a material part of the consideration to be rendered to Member under a Lease/Rental Authorization, Member hereby waives, to the maximum extent authorized by law, all claims against Third for damages to personal property in, upon or about said Manor and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lessee or Renter shall, to the fullest extent permissible by law, hold Member, Third, GFR and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use or misuse of the Manor by Lessee or Renter, or for Lessee's or Renter's failure to keep the Manor in good condition, or failure to perform or observe any of Lessee's or Renter's obligations under this Lease/Rental Policy. Third, GFR and VMS shall not be liable to Lessee or Renter for any damage caused by any act or negligence of any other occupant of the same building or by any Member or occupant of adjoining or contiguous property. Without limiting the foregoing, the Member shall at all times be responsible for the acts or omissions of his or her Lessee or Renter and shall be liable for any damages or financial expenses incurred by Third as a result of the Lessee's or Renter's use of the Manor or any other portions of the building in which the Manor is located and/or common areas.
3. The Member and Lessee or Renter shall be liable for all damages to the Manor, to the building in which the Manor is located and to the Common Areas of the Community, as well as all damage to other occupants thereof caused by the Member's and/or Lessee's or Renter's misuse or neglect of the premises, equipment, apparatus or appurtenances. The Member and Lessee or Renter also shall be liable for all damage or injury done to the Manor, to the building in which the Manor is located or to the Common Areas by any person who may be in or upon the building, the Manor or the Common Areas with the authorization of the Member and/or Lessee or Renter. Without limiting the foregoing, the Member shall be primarily liable for all damages, as described in this paragraph, stemming from the acts or omissions of the Lessee or Renter.
4. In the event of any total or partial destruction of the Manor during the term of the Lease/Rental Authorization from any cause, the Member is solely responsible, to the fullest extent permitted by law, for terminating the Lease/Rental Authorization.
5. In the event that the real property upon which the Manor is located or any part thereof shall



be acquired by any public body, agency or other entity having the power of eminent domain, whether by voluntary sale, threat of condemnation or by judgment of a court in condemnation proceedings, the Member is solely responsible, to the extent permitted by law, for terminating the Lease/Rental Authorization .

6. In the event of any breach of this Policy by the Member and/or Lessee or Renter, Third shall have the same rights and remedies to enforce the Lease/Rental Authorization as are available to Member hereunder, which may be exercised by Third without regard to any exercise thereof by Member. Additionally, Third shall have the same rights to dispossess the Lessee or Renter or otherwise act for the Member as may be necessary or appropriate in the event of any breach of the Lease/Rental Authorization or the Lessee's or Renter's failure to vacate following expiration of the Lease/Rental Authorization term. Third shall also have the right to bring an unlawful detainer action against the Member and/or Lessee or Renter after proper notice has been given as provided in California Civil Code Section 1946 or any successor statute thereto. Nothing contained in this paragraph or otherwise in this Lease/Rental Policy shall be deemed to create a landlord-tenant relationship between Third and the Member or Lessee or Renter.
7. Any notice to Member or Lessee shall be given by personal service, electronic document notice, or by registered or certified mail addressed to Member: at the address indicated on the Application or to Lessee: at the Manor's address. Any notice to Third Mutual shall also be given by personal service, electronic document notice, or by registered or certified mail addressed to Third Laguna Hills Mutual Board of Directors at P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no mail delivery to the street address.
8. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
9. If any legal action or proceeding is commenced by either party or Third to enforce any part of this policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

#### **J. Enforcement**

Third is authorized to take disciplinary action against a Member whose property may be found in violation of this Lease/Rental Policy or the Governing Documents. When a complaint is lodged regarding the occurrence of a violation, the Board of Directors has a fiduciary duty to investigate and impose, if appropriate, Member discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member and Lessee or Renter are entirely responsible for ensuring that the Governing Documents, GRF Rules and this Lease/Rental Policy are complied with by anyone they allow into the Community. This includes, without limitation, any Co-Occupant, Lessee, Renter, guest, care provider, vendor, invitee or contractor. Disciplinary action suspending or revoking a Member's privileges shall apply to the Member's Lessee or Renter, his or her Co-Occupants as applicable, and



their guest and invitees.

1. The Member and Lessee or Renter must read and agree to comply with and be bound by all the Governing Documents, the GRF Rules, and this Lease/Rental Policy.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to Third and/or GRF under the Governing Documents and GRF Rules.
3. The Member and/or Lessee/Renter is/are responsible for any visitor or guest who violates any Governing Documents, GRF Rules, and this Lease/Rental Policy, and for any Charges or Assessments incurred.
4. Lessee or Renter shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lessee or Renter, guest or invitee for use of facilities or for services rendered by the Third and/or GRF. Notwithstanding the foregoing, whether or not Lessee or Renter complies with the foregoing, a Member shall be solely responsible to Third for any and all costs incurred by Third resulting from a Member's Lease including but not limited to costs incurred solely due to the acts or omissions of a Lessee or Renter, their Co-Occupants as applicable, their guests and invitees.

**K. No Discrimination.** No Member shall execute or cause to be recorded any instrument that imposes a restriction on the rental or occupancy of the Member's Unit on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information, nor shall any Member discriminate against or harass any prospective Lessee or Renter of the Member's Unit because of such bases. Notwithstanding the foregoing, selection preferences based on age in the rental of a Member's Unit, imposed in accordance with Section 51 of the Civil Code or a federally approved housing program, as may be applicable, shall not constitute age discrimination.

-- END --



## Disclosure 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

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Health & Safety Codes 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 a.m. and 5 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 7, the Mini Gym at Clubhouse 1, the Broadband Services building, the Laguna Woods Community Center building, the Vehicle Maintenance building and a portion of the Warehouse, all constructed after 1979), including clubhouses and outbuildings, Library, Maintenance Warehouse building, Equestrian Center, 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.

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 Resident Services at 949-597-4600 or the HR/Safety Supervisor at 949-597-4321.

Village Management Services Inc.

## Notice of Assignment of Rents



### RE: NOTICE TO LESSEE - ASSIGNMENT OF RENTS

Dear \_\_\_\_\_:

Pursuant to Section IV (c) of the Lease Policy which you executed on \_\_\_\_\_ as the Lessee(s), with \_\_\_\_\_ as the Lessor, for the premises located in Third Laguna Hills Mutual (TLHM), Dwelling Manor Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation, to cover the delinquent assessment payment which your Lessor owes to the Corporation.

**PAYMENT TO TLHM DOES NOT CONSTITUTE A BREACH OF YOUR LEASE AGREEMENT.** Failure to remit the rental fee directly to TLHM may result in TLHM's member disciplinary process and/or loss of privileges.

Until you are notified that you may resume making your monthly payments of rent to the Lessor, **you must make your monthly rent payments to TLHM, commencing with the payment due on \_\_\_\_\_ to the following address:**

Third Laguna Hills Mutual  
Attn: Manor Payment Representative  
PO Box 2220  
Laguna Hills, CA 92654-2220

**Please make your checks payable to Third Laguna Hills Mutual.**

If you have any questions in connection with this Notice, or the method of making your monthly rental payments to the Corporation, please contact the Manor Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.

Sincerely,

Bryan English  
Accounting Supervisor  
Financial Services Division

cc: Lessor  
Leasing Department



## Alerts and Emergency Notifications Powered by



Everbridge is Laguna Woods Village's official emergency notification system—a robust and widely used platform that enhances our ability to keep you informed via text, email and phone during critical events.

The Village Management Services Security Services Department and the Laguna Woods Village Disaster Preparedness Task Force encourage all residents to take a few minutes to ensure their contact information is up to date. Staying informed is essential for community safety—register today to receive critical alerts when they matter most.

Everbridge notifications cover alert and emergency situations, including:

- Critical power outages
- Earthquake emergency procedures
- Evacuations per the Orange County Fire Authority
- Gate or road closures
- Wildfire
- Other safety threats

### How to Submit Your Form or Enroll Online

Please complete the form on the reverse side and return it in person to the Laguna Woods Village Community Center front desk at 24351 El Toro Road or mail it to:

Village Management Services Inc.  
Attn: General Manager's Office  
24351 El Toro Road  
Laguna Woods, CA 92637

To enroll via the Laguna Woods Village website, visit [lagunawoodsvillage.com](http://lagunawoodsvillage.com), scroll to the Everbridge icon at the bottom of any page and click "Sign up today."

To enroll or customize your alert preferences on the resident portal: Visit [lagunawoodsvillage.com](http://lagunawoodsvillage.com) > [Resident login](#). To customize alerts, log in to the portal, click "Update Your Info," scroll to "Contact Preferences," and select "I consent to receive official HOA communications via email."

All information provided for Everbridge notifications is kept strictly confidential and will only be used to contact you in the event of an emergency.

**Don't wait—sign up today to stay informed and prepared!**



## everbridge™ Contact Information Form and Emergency Notification Record

Manor is  Leased  Owner-occupied  Vacant

Date \_\_\_\_\_

Your Information		
Resident ID	Manor	Name
Email	Home phone	Cell phone
Non-occupant owner address	City, state, zip	
Emergency Contact(s)		
Name	Relationship	Home number
Email	Work number	Cell number
Address	City, state, zip	
Name	Relationship	Home number
Email	Work number	Mobile number
Address	City, state, zip	
Additional Information		
Attorney name	Phone	
Power of Attorney/Trustee name	Phone	
Pet care contact name	Phone	
Doctor name	Phone	

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.



**Third Mutual Lease/Rental Authorization Application and Procedures**  
**Adopted July 18, 2023 – Resolution 03-23-78**

Members applying for approval to lease their Unit or a rent a portion of their Resident Member occupied Unit, along with each of their prospective Lessees/Renters must fill out the Application on the following pages in order to obtain the necessary approval from Third for such Lease/Rental Authorization period. The steps and required information/documentation that must be provided along with the Application are described below.

A. The Member must complete and submit the written Lease/Rental Authorization Application to the Leasing/Rental Office for board review. The Application is available for download at [lagunawoodsvillage.com](http://lagunawoodsvillage.com) or upon request from the Leasing/Rental office.

B. The Application and additional documentation must be submitted to the Leasing/Rental Office for new leases/rentals, renewals and extensions.

Required documentation:

1. Lease/Rental Authorization Application
2. Check for processing fee made payable to GRF
3. Member's resident ID card (only for initial lease), except in the instance of a room rental.
4. Copy of proof of age/identity (driver's license, birth certificate or passport) for each Lessee/Renter
5. Copy of the pending written lease/rental agreement between the Member and Lessee or Renter for the current year. Such agreement is not included with the Lease/Rental Authorization Application or provided by the Laguna Woods Village Leasing/Rental Office.

C. The Board or authorized VMS staff member(s) will review the Lease/Rental Authorization Application and approve or deny the request in writing.

D. Upon receipt of a Lease/Rental Authorization Application for a new, renewal or extension, the Leasing/Rental Office will research and take into consideration whether the Member and/or Lessee / Renter has received notices of rule violations or any outstanding charges and assessments before approval of the application can occur. Extensive history of such events may result in application denial.

E. The Leasing/Rental Office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. Rush applications may be delayed if the Leasing/Rental Office notifies the Member that it requires additional time to review and/or requests additional information from the Member while conducting its review.

F. The completed package can be mailed to the Lease/Rental Office at Laguna Woods Village, Attn Leasing/Rental Office, P.O. Box 2220, Laguna Hills, CA 92654-2220 / or dropped off in the black drop box in front of the Community Center entrance located at 24351 El Toro Road, Laguna Woods, CA 92637. The Leasing/Rental Office hours of operation are Monday through Friday, federal holidays excepted, 8 a.m. to 5 p.m., phone number 949-597-4323 and email [leasing@vmsinc.org](mailto:leasing@vmsinc.org).



### Third Lease/Rental Authorization Application

Unit No: \_\_\_\_\_

Return completed application to the Leasing/Rental Office located in Community Center at 24351 El Toro Road, Laguna Woods, CA 92637; phone 949-597-4323; email [leasing@vmsinc.org](mailto:leasing@vmsinc.org)

This Third Lease/Rental Authorization Application is subject to the terms and provisions of the Third Lease/Rental Policy and this Application incorporated herein by reference and made a part hereof and shall be effective when approved by the Mutual.

<b>Manor Information</b>	
Manor Address:	
Carport #:	Space #:
Lease/Rental Term Date From:	To:
<b>Member #1 Information</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
<b>Member #2 Information</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	
<b>Agent or Agency</b>	
First Name:	Last Name:
Telephone:	Cell Phone:
Email:	
Mailing Address:	



<b>Information for Lessee/Renter #1</b>		<b>Lessee/Renter #1 ID No.</b> _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#	
Email:		
Move-in Date:		
Prior Address:		
<b>Information for Lessee/Renter #2</b>		<b>Lessee/Renter #2 ID No.</b> _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#	
Email:		
Move-in Date:		
Prior Address:		

## Information for Third Laguna Hills Mutual - Please read carefully

1. Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare. All caregivers need to be approved by the Mutual.
2. Third Mutual is a common interest development with rules and regulations regarding, residency, parking, pets, traffic, storage, noise, etc.
3. The Mutual insures only the exterior walls of the units. Owners need to seek advice from their own insurance agent regarding condominium insurance (HO6) for personal possessions, all things inside the manor, and any exterior upgrades or alterations.
4. Appearance of the Community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.
5. When moving into the Community, residents are asked to break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup. Please be advised that there are weight and volume restrictions. Call CR&R at 949-625-6735 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the Community, the resident is responsible for hauling away excessive materials/furniture.
6. Owners are required to check with the Manor Alterations Department before making any structural or landscape alteration. Alterations are prohibited without prior review and Mutual consent and/or city permits may be needed. Contact the Manor Alterations Department at 949-597-4616 or [alterations@vmsinc.org](mailto:alterations@vmsinc.org) to inquire on what is required. Owners are financially responsible for the maintenance of alterations, even if the Mutual performs the work. Contractors trash must not be put into any Community dumpsters.
7. Relatives and other guests may stay overnight for a total of 60 days in any 12-month period, but may not stay in the unit during the absence of the member. Non-frequent guests, vendors and contractors are to be called through the gate (949-597-4301) or registered through dwellingLive.
8. Board approval is required for all persons wishing to reside in the Community. Contact Community Services at 949-268-2393 before any change in residency status.
9. The use of the elevator when moving into a multistory building requires the placement of elevator protection pads, which can be requested through Security Dispatch, 949-580-1400.
10. Condominium owners receive property tax notices and billings directly from the OC Tax Assessor's Office 714-834-2727. Owners are responsible for paying their own taxes.
11. Third Mutual has reached its 25% leasing cap and new owners may not be permitted to lease their unit until the current leasing percentage dips below 25%.
12. All cars, trucks, RVs, golf cars, golf carts and electric personal assistive mobility devices must be registered and any fees paid for the required community permits.
13. Coyotes and other wildlife are active in and around Laguna Woods Village. Wildlife activity is regulated by state and city laws. Village Management Services Inc., the Golden Rain Foundation of Laguna Woods, Third Laguna Hills Mutual and United Laguna Woods Mutual assume no liability for wildlife encounters or related incidents and are not responsible for any injury, damage or nuisance caused by coyotes or other wildlife.

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

Applicant Initial Here: \_\_\_\_\_

Applicant Initial Here: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

### Third Mutual Lease/Rental Authorization Agreement

The undersigned acknowledges receipt of the Third Lease/Rental Policy and acknowledges that it does not represent any direct or indirect liability on behalf of Third Laguna Hills Mutual (Third), the Golden Rain Foundation of Laguna Woods (GRF) and Village Management Services Inc. (VMS), and each of their respective directors, officers, employees and agents. By executing this Lease/Rental Authorization Application, all parties hereby agree to abide by the Lease/Rental Authorization and Terms and Conditions of the Lease/Rental Policy, if approved by the board of directors.

Acknowledgment	Initial(s)			
	Member #1	Member #2	Lessee/Renter #1	Lessee/Renter #2
I have received and read a copy of the Lease/Rental Policy and agree to comply.				
I agree to comply with the rules established by this Community.				
Third, GRF and VMS are not parties to the terms of the lease between the Member and Lessee or Renter.				
I agree that Third has the right to collect and retain the rent payable and to apply it to any delinquent assessments and charges.				
I understand that falsification of any information related to this Application renders this Application null and void.				
Does Lessee(s)/Renter(s) have authorization to request repairs on behalf of the Member or work for which there is a charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Member #1 Name (Print):	Member Signature:		Date:	
Member #2 Name (Print):	Member Signature:		Date:	
Lessee/Renter #1 Name (Print):	Lessee/Renter Signature:		Date:	
Lessee/Renter #2 Name (Print):	Lessee/Renter Signature:		Date:	

### CORPORATION APPROVAL OF LEASE/RENTAL AUTHORIZATION APPLICATION

The undersigned, a California nonprofit mutual benefit corporation, hereby approves the above Lease/Rental Authorization Application.

Date \_\_\_\_\_

Mutual:

By

Authorized Agent