

**RESOLUTION 01-21-11**  
**Sublease Policy and Application Packet Qualifiers for Subleasing Units**  
**Adopted February 9, 2021**

WHEREAS, pursuant to its governing documents, the Board of Directors has the power and authority to adopt reasonable operating rules; and

WHEREAS, Assembly Bill 3182 became effective January 1, 2021 and United Laguna Woods Mutual is prepared to comply with legislation which eliminates all “unreasonable restrictions” on rentals within the community; and

WHEREAS, Assembly Bill 3182 requirements dictate that United Laguna Woods Mutual must change the minimum rental period from 90 days to 30 days; the maximum number of units that are allowed to be rental units from 20% (1,265 units) to 25% (1,581); and that United Laguna Woods Mutual can no longer restrict a member from subleasing his unit for one year from the date of purchase;

NOW THEREFORE, BE IT RESOLVED, February 9, 2021 that the Board of Directors hereby amends the Sublease Policy and Qualifiers for Subleasing Units in order to comply with Assembly Bill 3182;

RESOLVED FURTHER, Resolution 01-13-50 adopted March 20, 2013 is hereby superseded, canceled and replaced with this resolution that includes Exhibit A, Qualifiers for Subleasing Units; and

RESOLVED FURTHER, Resolution 01-10-222, adopted October 22, 2010 is hereby cancelled; and

RESOLVED FURTHER, Resolution 01-17-92 adopted August 8, 2017 is cancelled; and

RESOLVED FURTHER, Resolution 01-16-87 adopted August 9, 2016 is cancelled and eliminates the restriction of a member from subleasing a unit for one year from date of purchase; and

RESOLVED FURTHER, Resolution 01-96-33 adopted March 12, 1996 is hereby cancelled since it is no longer applicable; and

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

**Exhibit A**  
**QUALIFIERS FOR SUBLEASING UNITS**  
Resolution 01-21-11; February 9, 2021

1. A cap on the number of units that may be subleased at any one time in United's development equal to twenty five percent (25%) or 1,581 of the total units; and
2. A prohibition on subleases shorter in duration than thirty (30) days and no longer than twelve (12) months, subject to renewal; and
3. A prohibition on any member owning more than one membership/unit in United, and/or being identified as the "member" under more than one Occupancy Agreement, at any one time, except as provided for and subject to certain conditions under United's Interim Dual Ownership Agreement (as provided in Resolutions U-02-164, 01-10-222 and 01-03-147), including but not limited to the requirements that (i) a member may not sublease a unit listed for sale during any permitted period of dual ownership, (ii) the member must reasonably proceed to sell the unit listed for sale within six (6) months from the member's signing of the Interim Dual Ownership Agreement, (iii) the Board is prohibited from approving any individual member's request for an Interim Dual Ownership Agreement more frequently than one (1) time in any two (2) year period and (iv) with respect to dual ownership, both trustees and beneficiaries under any trust having any ownership interest in a unit/membership shall be considered a member with respect to such unit/membership; and
4. The requirement that no member may sublease his/her unit if delinquent in carrying charges or assessments at the time of the proposed/intended sublease, except with Board approval and subject to an assignment of rents (as set forth in Resolutions U-91-73 and U-01-10); and
5. The requirement that all sublessees meet the age requirements for occupancy and residency as required and established under United's governing documents and California Civil Code Section 51.3 (and any successor statute); and
6. The requirement that members and/or sublessees provide to United, as set forth in United's governing documents and pursuant to yearly renewal requirement obligations, the following information with respect to each sublessee of the member's unit, on such form(s) as United may prescribe from time to time: full name; age and birth date; statistical information; identity verification; written agreement to comply with United's governing documents; telephone number; and other information and documentation required by United under its Application for Permit to Lease Premises and any related documents; and
7. The requirement that the member pay certain fees related to the sublease of the member's unit, including without limitation fees related to lease permits processing; lease permits, lease permit extensions, lease permit renewals, secured deposits of third-party charges and application costs; and
8. The requirement that the member transfer his/her rights to use the common areas,

facilities and amenities of United's development to the member's sublessee, and that the member and his/her sublessee comply with any and all prohibitions and/or restrictions established by Golden Rain Foundation ("GRF") with respect to the use of GRF's common amenities and facilities; and

9. The requirement that sublessees of a member's unit must, at all times, comply with all of the provisions of United's governing documents applicable to the residency, occupancy and use of units and United's development; and

10. The right of United to levy fines and impose discipline against a member for the violation of United's governing documents by the member's sublessee, and/or, to the extent permitted by United's Bylaws and applicable laws, to impose discipline against the sublessee for such violation; and

11. A non-exclusive grant to United of the member's rights to enforce United's governing documents against the member's sublessee if the member fails to gain the sublessee's compliance, including but not limited to the ability of United to evict the sublessee under an unlawful detainer action; and

12. An assignment of rents in favor of United in the event the member is delinquent in the payment of their carrying charges and/or assessments, as provided in United's Occupancy Agreement, and the requirement that the sublessee pay his/her rent payments to United upon United's notice and demand of such assignment; and

13. The requirement that the member be financially liable to United for any damage within the member's unit or other portions of United's development caused by the sublessee; and

14. The requirement that the member be the responsible party to obtain any required approval from United for any and all proposed alterations, additions, improvements and modifications to the member's unit; and

15. The requirement that only a member of United named under an Occupancy Agreement has the right to sublease their entire unit; partial sublease of unit is prohibited.