



**Resolution 01-23-59  
Lodger Room Rental Policy and Application**

**WHEREAS**, Civil Code § 1946.5 defines a “lodger” as “a person contracting with the owner of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the owner, where the owner retains a right of access to all areas of the dwelling unit occupied by the lodger and has overall control of the dwelling unit”; and

**WHEREAS**, in context here, in order to classify a guest/tenant as a “lodger,” the Shareholder must retain access to all areas of the dwelling unit and have overall control of the dwelling unit. Also under Civil Code Section 1946.5, in order to remove a lodger from the dwelling unit, the Shareholder must give the lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Shareholder can treat the lodger as a “trespasser” and have the lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense); and

**WHEREAS**, the United Mutual Board recognizes the need to adopt a Lodger Room Rental Policy and Application to ensure compliance with Civil Code § 4739 and United’s and GRF’s Governing Documents;

**NOW THEREFORE BE IT RESOLVED**, November 14, 2023, that the Board of Directors of this Corporation hereby approves and adopts the **Lodger Room Rental Policy and Application**, as attached to the official minutes of this meeting; 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.



## Lodger Room Rental Policy and Application Contents

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**To view this Lodger Room Rental Policy and Application package online, visit [lagunawoodsvillage.com](http://lagunawoodsvillage.com) and click on Documents/United Laguna Woods Mutual**



**Lodger Room Rental Policy & Application**  
**Resolution 01-23-59**  
**Adopted November 14, 2023**

**I. Purpose**

United Laguna Woods Mutual (United) authorizes Members, as defined in the Bylaws and referenced in the Occupancy Agreement, to sublease their Units. Civil Code § 1946.5 further authorizes Resident Members to rent out a room in their dwelling units to a “Lodger,” defined as a person contracting with the Resident Member of a dwelling unit for a room or room and board within the dwelling unit personally occupied by the Resident Member, where the Resident Member retains a right of access to all areas of the dwelling unit occupied by the Lodger and has overall control of the dwelling unit.

Also under Civil Code Section 1946.5, in order to remove a Lodger from the dwelling unit, the Resident Member must give the Lodger a written termination notice which is at least as long as the days between rent payments, not exceeding 30 days. Once the notice period expires, the Resident Member can treat the Lodger as a “trespasser” and have the Lodger removed pursuant to the provisions of Section 602.3 of the Penal Code (i.e., guilty of an infraction and may, pursuant to Section 837, be arrested for the offense).

The purpose of this document is to set forth the Lodger Room Rental Policy & Application which shall be a governing document of United and shall be enforceable against all Members.

**II. Definitions**

For purposes of this Lodger Room 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 United’s Bylaws and/or Occupancy Agreement shall apply.

- A. Agent – Individual employed by Village Management Services Inc. (VMS) authorized to act on behalf of United.
- B. Application – The Lodger Rental Application form (also known as “Lodger Rental” after Approval of the Application) prescribed by United to apply for Approval to rent a room in a Resident Member occupied Unit.
- C. Approval – Written authorization to rent a room in a Unit granted by the United Board or authorized VMS staff member(s).
- D. Assessment – The monthly charge that United levies against all Members and their Units and collects monthly pursuant to its Governing Documents.
- E. Board of Directors – (also known as “United Board of Directors”, “Board”, “United Board”) – United’s elected volunteer officials responsible for all operations of the association and ensures that the Governing Documents are followed and enforced.



- F. Charge – Fee, fine and/or monetary penalty that United and/or GRF may levy upon a Member pursuant to their Governing Documents.
- G. Community – Laguna Woods Village.
- H. Development – The property and all buildings, structures, utilities, common areas, units, and other improvements located thereon, and all appurtenances thereto, which are intended to create a stock cooperative as described by applicable law.
- I. Golden Rain Foundation (GRF) – The nonprofit mutual benefit corporation organized to manage and maintain the community facilities and services for the Community.
- J. Governing Documents - The Articles of Incorporation, Bylaws of United, the Occupancy Agreement (any addendums), and any rules and regulations adopted by United.
- K. GRF Community Rules – The Articles of Incorporation, Bylaws of GRF, and any rules and regulations adopted by GRF.
- L. Identification (ID) Card – Photo ID card issued by GRF to Lodger authorizing use and access to the community facilities.
- M. Lease/Rental Office – Located in the Resident Services Department in the Laguna Woods Village Community Center, which ensures that a Lodger Rental Application comports with the Governing Documents.
- N. Lodger - a qualifying individual contracting with a Member for a room or room and board within the dwelling unit personally occupied by the Member, where the Member retains a right of access to all areas of the dwelling unit occupied by the Lodger and has overall control of the dwelling unit. Only one Lodger is permitted per Unit.
- O. Lodger Room Rental Extension – Parties to the room rental may request an extension of time at the end of the room rental period if the original period is shorter than 12 months, subject to the Board of Director's prior written approval.
- P. Lodger Room Rental Policy – This policy that sets forth the rules, regulations and procedures that governs the renting of a room in a Unit.
- Q. Lodger Room Rental Renewal – Parties to the room rental may request a renewal no more than 60 days prior to the end of the 12-month period.
- R. Member – (also known as “Shareholder” or “Owner of a Stock Certificate”) - A Shareholder who has been approved by United as being entitled membership and owns a separate interest in United.
- S. Occupancy Agreement – the agreement between United and its Members under the terms of which the Members are entitled to enjoy possession of their respective Units and the use of the facilities owned by GRF.
- T. Owner – United Laguna Woods Mutual is the owner of the real property and provides its



members the right to exclusively occupy the Unit.

- U. Qualifying Resident – Person who resides in the Unit, is at least 55 years of age and has been approved by the Board of Directors for membership and occupancy in accordance with the provisions of the Bylaws.
- V. Rent/Rental - The arrangement made for the hiring of a room by a Lodger on a periodic basis pursuant to, and as outlined in, Civil Code Section 1946.5.
- W. Resident Member – A Member who personally resides in the Member’s Unit.
- X. RFID – Radio Frequency Identification tag placed on an approved occupant’s vehicle to gain access into the Community via the automated gate system.
- Y. Rush – Application submitted fewer than 10 business days before the approved Lodger room rental effective start date.
- Z. Shareholder – A Qualifying Resident approved by the Corporation to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued.
- AA. Unit (also known as “Manor”) – a dwelling unit owned by United, and the Members’ separate interest; specifically, the exclusive right to occupy a specific portion of the real property within the Development.
- BB. United Laguna Woods Mutual (also known as “Corporation”, “United”, or “Mutual”) - The nonprofit mutual benefit corporation organized to provide housing to its Members on a mutual nonprofit basis.
- CC. Village Management Services Inc. (VMS) – Managing agent for United and GRF.

### III. Fees

Members applying to rent a room in the Resident Member occupied Unit shall pay fees associated with the review, processing, and Approval of the Lodger Rental Application. The fees shall be set forth in the fee schedule which will be distributed upon request.

### IV. Terms and Conditions

#### A. General Information

1. Authorization to rent a room shall be effective only when approved in advance, in writing by United or by an authorized VMS staff member(s) of United; the Approval of any lodger room rental shall be limited to the terms specified herein.
2. This Lodger Room Rental Policy applies to only one Lodger. Only one Lodger per unit is permitted.



3. The term of a room rental may not be less than 30 days, nor may the term of a room rental exceed 12 months, subject to a Lodger Room Rental Renewal. Consent to one Lodger room rental shall not obligate the Corporation to consent to any other Lodger room rental.
4. A copy of a separate pending lodger room rental agreement between parties must be provided to United prior to the Lodger's move-in to the Member's Unit.
5. No Member may rent out a room in the Unit to a Lodger if delinquent in carrying charges or assessments at the time of the proposed/intended rental of a room, except with Board approval and subject to an assignment of rents (as set forth in Resolutions U-91-73 and U-01-10 and referenced herein below).
6. Renewal of the Lodger room rental shall require the prior written Approval of United provided that United shall not be obligated or have any duty to approve such extension or renewal regardless of a Member's or Lodger's circumstances unless required by law. If Member chooses to use a realtor to renew or extend the Lodger room rental, all commissions payable to a realtor shall be the Member's obligation.
7. United shall, to the extent required by law, provide notice of potential asbestos-containing materials used during construction (Exhibit A). Any changes in the notice in Exhibit A as may be required by law or otherwise shall not be deemed a change to this Lodger Room Rental Policy which requires notice to the Members of United.
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 United. Lodger is responsible for his/her own health, safety, care and welfare, subject to the conditions and restrictions regarding care providers from United's Governing Documents and United's "Private Caregiver Policy."
9. Lodger shall meet the age requirements for occupancy and residency as required and established under United's Governing Documents and California Civil Code §51.3 (and any successor statute).
10. United, GRF and VMS are not parties to the terms of a room rental agreement between the Member and Lodger, and will not be involved in resolving any disputes between the Member and Lodger; provided, however that if a Member of Lodger is in violation of the Governing Documents or this Lodger Room Rental Policy, United shall have all rights and remedies available to it under the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Room Rental Policy.
11. All Lodger room rental agreement terms between Member and Lodger pertaining to rent amounts, payment of rents (other than the assignment of rents), fees, repair costs and commissions, or any other stipulations are a matter of concern between the Member and Lodger, and neither United, GRF, nor VMS shall be responsible for any terms therein.



12. The Lease/Rental Office will notify the Member of the approval/denial status of the Application within 10 business days of its written submittal. A rush fee will be imposed by United on any Member requests for expedited services prior to the routine 10 business days of processing. No representation or warranty is made that United will be able to complete a Rush authorization approval request in the Members' requested timeframe.
13. United has adopted a Non-Smoking Policy (Resolution 01-11-181) and is authorized to take disciplinary action against a Member who is in violation of said Policy. United may take disciplinary action against a Member for violation of the Non-Smoking Policy by a Member's Lodger.
14. The Member is at all times responsible for the acts or omissions of, without limitation, the Member's Lodger, guest, care provider, vendor, invitee or contractor as well as the guests, care providers, invitees or contractors of the Member's Lodger.

#### B. Charges

1. Member and Lodger acknowledge that the Member is obligated to pay Charges and Assessments imposed by United Mutual and/or GRF pursuant to this Lodger Room Rental Policy and the Governing Documents.
2. The Member or Lodger 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. Lodger shall be responsible to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by the Mutual or GRF.
4. Payment for chargeable repair services is the responsibility of the Member who must indicate on the Member Authorization for Maintenance Services Work form (Exhibit C) as to whether the Lodger may request such services. In any event, the Member shall be responsible for the chargeable repair services.
5. 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. (See Section III of this Lodger Room Rental Policy).
6. An authorized and/or designated VMS staff member(s) for the United Board of Directors assumes responsibility for obtaining Board Approval and issuing Lodger ID Cards.

#### C. Assignment of Rents

1. If a Member is delinquent in his or her payment of any GRF and/or United Charges and/or Assessments, as required under the Governing Documents and GRF



Community Rules, Member and Lodger each acknowledge and agree that the Member hereby assigns to and confers upon United, the right, but not the obligation, to collect and retain the rent payable by the Lodger 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 United in connection with the delinquent Assessment and/or GRF and/or United Charges. GRF and/or United may collect rent directly from a Member's Lodger to help satisfy a Member's debt for delinquent United Charges and/or Assessments.

2. Member and Lodger acknowledge and agree that, concurrent with notice in writing to the Member, United shall be entitled to directly receive the rent by delivering to the Lodger at the Unit a "Notice to Lodger - Assignment of Rents" ("Notice of Assignment of Rents") (Exhibit B). Upon receipt of such "Notice", the Lodger shall directly forward all payments of rent required under the room rental agreement between parties to United at the address set forth in the "Notice" until the Lodger receives a second notice to the effect that the Lodger may again resume making rental payments directly to the Member. Any changes in the Notice of Assignment of Rents form in Exhibit B shall not be deemed a change to this Lodger Room Rental Policy which requires notice to the Members of United.
3. To the fullest extent permitted by law, such payments of rent paid directly to United shall continue until the delinquent monthly Assessments and 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 United is in excess of the amounts owed by the Member, then United shall refund the difference, less any processing fee(s), to the Member within 30 business days of receipt of such rental payment.
4. Lodger shall not be in breach of the room rental agreement between parties solely as a result of making rental payments directly to United, and further that the Member shall not take any other action or avail itself of any other remedies against the Lodger under the room rental agreement or otherwise based on the Lodger's direct payment of rent to United following receipt of a Notice of Assignment of Rents.
5. It is specifically agreed that United is not and will not be assuming any of the responsibilities of the Member or Lodger to fulfill any of the terms, conditions and covenants between the Member and Lodger.

#### D. ID Cards and Privileges

1. Lodger ID Cards shall be issued for a period not longer than the duration of the room rental or a 12-month period, whichever is shorter, and may be eligible for renewal upon extension or renewal of the room rental.
2. Lodger ID cards are not issued until all paperwork required pursuant to the Lodger Room Rental Policy is received and the Application has been approved in advance in writing by United.





3. Lodger ID cards and resident RFIDs will be available no sooner than seven days prior to the parties' rental start date unless United approves a Lodger Rental Application under the Rush standards referenced hereinunder.
4. A "Waiver of Liability" form must be executed by the Member and Lodger if access to and into the Community prior to the rental start date is required.
5. Lodger may use the GRF facilities and receive the services made available by GRF to all Members. The facilities and services may be modified or discontinued by GRF at any time. The Lodger, at all times, shall comply with any and all rules, prohibitions and/or restrictions established by GRF with respect to the use of GRF's common amenities and facilities.
6. At the end of the room rental 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, unless an extension is granted. (See Section III, Fees).

#### E. Occupancy

1. It is required that Members obtain/perform both background and credit checks on the new Lodger as well as check references provided by the Lodger to protect such Member's interests, given that the Member will be held responsible for the acts and/or omissions of their Lodger who violate United's and GRF's Governing Documents. United shall have no liability with respect to any background check obtained/performed or failure to conduct a background check.
2. No person, including but not limited to a Lodger, may reside in a Unit without the prior written approval of the United Board of Directors or VMS authorized staff member(s). Contact Community Services Department at 949-268-2393 for any change in residency status.
3. Lodger shall not assign a room rental or any interest therein and shall not sublet the Unit or any part thereof or any right or privilege appurtenant thereto or permit any other person to occupy or use the premises or any portion thereof without prior written consent of Member and Mutual. A consent to one assignment, subleasing, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subleasing, occupation or use by any other person. Any such assignment or subleasing without such consent shall be void and, at the option of the Mutual and/or Member, shall constitute a breach of the room rental. The interest of Member in a room rental shall not be assignable by operation of law without written consent of the Mutual.
4. With the consent of the Member, a Lodger may have a short-term guest.
5. An application to reside in a Unit shall be made on the form prescribed by the United Board pursuant to this Lodger Room Rental Policy and attached hereto. Any changes in such form shall not be deemed a change in this Lodger Room Rental



Policy which requires notice to the Members of United.

6. Unit rentals must be for a period not less than 30 days.
7. Any rentals longer than 12 months will require a room rental to be renewed annually and is subject to the terms and conditions set forth herein.
8. Unless otherwise required by law, the maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one; no more than two persons in a one-bedroom Unit, and no more than three persons in a two-bedroom Unit. There are additional monthly GRF and United Laguna Woods Mutual fees for each person in excess of two.
9. The Unit shall be used and occupied solely as a private residential dwelling and for no other purpose. No business or commercial venture may be conducted in the Unit.
10. Only a Member of United named under an Occupancy Agreement has the right to rent a room in the Unit, and no person shall reside in a Unit, other than those listed on the approved room rental.
11. No Member or Lodger may advertise for any room rental or rent-sharing agreement (for example only, listed on Airbnb, VRBO, Craigslist, Nextdoor or any similar website), unless the room rental between parties satisfies the requirements of the Governing Documents for United and GRF, including, but not limited to, the requirement of a thirty (30) day minimum rental term.
12. No Unit or any portion thereof may be used for vacation rentals or advertised for such use for a period of less than 30 days in any print media (such as newspapers, magazines, local bulletin boards, etc.) and/or on any website (including without limitation Airbnb, VRBO, social media, listing service or any similar website).

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

1. When moving into the Community and disposing of boxes, Lodger must break down and stack moving boxes next to trash dumpsters or at curbside for routine pickup.
2. When moving out of the Community, the Lodger is responsible for hauling away excessive materials/furniture. Bulky items are collected on a weekly basis free of charge. CR&R should be called at 949-625-6735 to know when the pick-up service is offered and for information as to what can or cannot be hauled away.
3. Each Member is responsible for any damage caused by his or her movers or any deliveries to the common area and/or other United property.
4. No oversized furniture, appliances, non-broken-down boxes or other similar items may be discarded outside of the Unit at any time, except to the extent permitted by the Governing Documents, including, but not limited to the GRF Community Rules and this Lodger Room Rental Policy.



#### G. Alterations, Repairs and Maintenance

1. Member(s) are required to obtain prior written approval from United Mutual in advance of construction for any proposed internal and external structural alterations, additions, improvements and modifications to the Unit or any landscape changes. Applications may be obtained from the Resident Services Department located at the Community Center and may be reached at 949-597-4600.

The Lodger understands that the Unit shall not be altered, repaired or changed without prior written authorization of Member and United. 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 United; shall be the property of Member; and shall remain upon and be surrendered with the Unit. Only applications submitted by the Member will be considered by the Board. Lodger shall not have the right to submit an application for structural alterations.

2. Lodger shall authorize United, Member and/or their respective authorized VMS staff member(s) to enter into and upon the Unit at all reasonable times for the purposes of (a) inspection, (b) responding to emergencies, (c) maintaining the building in which the Unit 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.

Lodger shall not be entitled to any damages, or any rebate or abatement of rent for any loss of occupation or quiet enjoyment of the premises on account of any such entry by United. No landlord-tenant relationship is created by way of United's need to enter a Unit or perform work to any common areas accessible through a Lodger occupied Unit.

#### H. Insurance

1. Lodger's personal property and loss of use is not insured by United.
2. Renters' insurance is strongly recommended. (See Section I, Rights and Remedies, Item 1, 2, 3 and 4 below).

#### I. Rights and Remedies

1. Lodger hereby waives, to the maximum extent authorized by law, all claims against United for damages to personal property in, upon or about said Unit and for injuries to persons in, upon or about said premises from any cause arising at any time.
2. Lodger shall, to the fullest extent permissible by law, hold Member, United, GRF and VMS harmless from any liability on account of any damage or injury to person or personal property arising from the use of the Unit and Member shall be responsible for the acts or omissions of his or her Lodger including, but not limited to, all damages to the Unit, to the building in which the Unit is located, and to the common areas of the Community.



3. Any notice required under this Lodger Room Rental Policy to Member, Lodger or United shall be given by personal service, or by registered or certified mail addressed to Member: at the address indicated on the Application; to Lodger: at the Unit address; and to United: P.O. Box 2220, Laguna Hills, CA 92654-2220. There is no street address for mail delivery to United.
4. The terms and provisions contained herein shall apply to and bind the heirs, successors, personal representatives and assigns of all of the parties hereto.
5. If any legal action or proceeding is commenced by either party or United to enforce any part of this Lodger Room Rental Policy, the prevailing party shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.

#### J. Enforcement

United is authorized to take disciplinary action against a Member whose property may be found in violation of this Lodger Room 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 Lodger are entirely responsible for ensuring that the Governing Documents, including, but not limited to the GRF Community Rules, and this Lodger Room Rental Policy are complied with by anyone they allow into the Community.

1. The Member and Lodger must read and agree to comply with and be bound by all the Governing Documents, the Community Rules, and the Terms and Conditions of this Lodger Room Rental Policy.
2. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.
3. The Member and Lodger are responsible for any visitor or guest who violates any Governing Documents, the GRF Community Rules, and the Terms and Conditions of this Lodger Room Rental Policy, and for any Charges or Assessments incurred.
4. Lodger shall be responsible to the Member to promptly pay when due, all charges and fees incurred by Lodger for use of facilities or for services rendered by United and/or GRF. Notwithstanding the foregoing, whether or not Lodger complies with the foregoing, a Member shall be solely responsible to United for any and all costs incurred by United resulting from a Member's room rental including but not limited to costs incurred solely due to the acts or omissions of a Lodger and their guests and invitees.
5. The Member shall give United a non-exclusive grant to enforce United's governing documents against the Members' Lodger if the Member fails to gain the Lodger's compliance, including but not limited to the ability of United to seek and pursue court intervention against the Lodger.



K. Discipline

Subject to Section L below, in the event that any Lodger fails to honor the provisions of any Governing Document, United may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of the Lodger's privileges to use any recreational common facilities, or the imposition of fines and penalties against the Member or Lodger. Any Lodger charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Member is entitled as provided in Section L below. Every Member shall be responsible for assuring his or her Lodger's compliance with the Governing Documents.

L. Due Process Requirements for Disciplinary Action

Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Development or to preserve the rights of quiet enjoyment of other residents, United shall have no right to initiate disciplinary action against a Member or Lodger on account of the misconduct of the Lodger unless and until the following conditions have been satisfied:

1. The Member has received written notice from the Board, VMS or authorized representative detailing the nature of the alleged infraction or misconduct of the Lodger and advising the Member of his or her right to a hearing on the matter. Such written notice shall be deemed satisfied by sending it to the Member's address, as it appears in United's records.
2. The Member has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, not less than ten (10) days from the date of the notice.
3. The Member has failed to prevent or correct the Lodger's objectionable actions or misconduct or has failed to remove the Lodger as provided for under Civil Code Section 1946.5.

M. Time is of the Essence; Waiver

Time is of the essence under this Lodger Room Rental Policy. The waiver by Member, Mutual or either of them, of any breach of any term, covenant or condition of this Lodger Room Rental Policy shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of same of any other rent shall not be construed to be a waiver of any breach by Lodger of any term, covenant or condition of this Lodger Room Rental Policy. The remedies given herein to Member and to Corporation shall be cumulative and the exercise of any one remedy by Member or by the Mutual shall not prohibit exercise of any other remedy available.

**- END -**



## EXHIBIT A

### Notice

**To:** 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 Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential 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 unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that 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 5:00 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 7, the mini-gym at Clubhouse 1, the broadband services building, the Laguna Woods Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 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.

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

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

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

Village Management Services Inc.





**THIS IS A SAMPLE OF THE LETTER WHICH WILL BE SENT TO THE LODGER IF MEMBER BECOMES DELINQUENT IN PAYMENT OF MONTHLY HOMEOWNER'S ASSESSMENT PAYMENTS**

**EXHIBIT B**

**RE: NOTICE TO LODGER - ASSIGNMENT OF RENTS**

Dear

Pursuant to IV (C) of the Terms and Conditions to the Lodger Room Rental Policy (or Lodger Room Rental Extension or Lodger Room Renewal Application) which you executed on \_\_\_\_\_ as the Lodger, with \_\_\_\_\_ as the Member, for the premises located in United Laguna Woods Mutual, Unit Number \_\_\_\_\_, you are hereby notified that your monthly rental payment should be made directly to the Golden Rain Foundation, a California nonprofit corporation (hereinafter the "Corporation"), to cover the delinquent assessment payment which the Member owes to the Corporation.

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

VMS, Inc.  
Post Office Box 2220 Laguna  
Hills, CA 92654-2220

Attn: Unit Payment Representative

**Please make your checks payable to Golden Rain Foundation (or GRF). Please be sure to mail to the P.O. Box address. Do NOT mail to the VMS street address.**

**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 Unit Payments Representative at (949) 597-4221. A pre-addressed envelope is enclosed for your convenience.**

Sincerely,

Bryan English, Accounting Supervisor Financial Services Division

cc: Member  
Leasing Department

Sent by Certified Mail

**P.O. Box 2220, Laguna Hills, CA 92654**





**EXHIBIT C**

**Member Authorization for Maintenance Services Work**

Unit No.
----------

**Lodger Rental Term**

From:

To:

Dear United Laguna Woods Mutual Member:

In order for your Mutual Corporation to provide the timeliest service, we request that you complete this authorization form to assist us when repair services are requested for your Unit.

Repair services may be requested from the Mutual or an outside repair firm. Please be advised all fees for chargeable repair services performed by the Mutual are the responsibility of the Member and will be billed to the Member. Collection of charges from the Lodger is the responsibility of the Member. Services billed directly to the Lodger include cable TV and high-speed internet.

Failure to complete this form will result in denial of service in response to Lodger requests.

Is the Lodger authorized to request repairs on behalf of the Member or other work for which there is a charge? (Please note that the Member is responsible for all charges incurred by the Lodger.)  Yes  No

NOTE: In case of an emergency, e.g., water heater leak, refrigerator out, lock-out, plumbing stoppage, the Mutual will perform the repair upon request of the Lodger without prior Member approval.

=====

**MEMBER/LODGER ACKNOWLEDGMENT**

I understand the billing policy stated above and request that this information be kept on file during the room rental period. I will submit a written request for any change to the above information by mailing such request to the Laguna Woods Village, Attn: Leasing/Rental Office, P.O. Box 2220, Laguna Hills, CA 92654-2220.

**1. Member(s)**

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

**2. Lodger**

1 Name (Print)	Signature	Date



## Lodger Rental Application

Members applying for Approval to rent a room in their Unit must, together with their prospective Lodger, fill out the Application on the following pages in order to obtain the necessary Approval from United for such Lodger Rental. 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 Lodger Rental Application to the Lease/Rental Office for board review. The Application is available for download at [lagunawoodsvillage.com](http://lagunawoodsvillage.com) or upon request from the Lease/Rental Office.
- B. The Application and additional documentation must be submitted to the Lease/Rental Office for new leases, renewals and extensions.
- C. All information provided must be legible for digital imaging.

### Required documentation:

- \_\_\_\_\_ 1. Completed Lodger Rental Application (new, renewal or extension)
- \_\_\_\_\_ 2. Check for processing fee made payable to GRF
- \_\_\_\_\_ 3. Member(s) resident ID card(s) (only for initial room rental)
- \_\_\_\_\_ 4. Copy of Lodger's proof of age/identity (driver's license, birth certificate or passport)
- \_\_\_\_\_ 5. Copy of the room rental agreement between Member and Lodger for the current rental term. (It is the Member's responsibility to provide United with a copy of the room rental agreement with Lodger. Such rental agreement is not included within this Application package, and is not provided by the Laguna Woods Village Leasing/Rental Office.)
- \_\_\_\_\_ 6. Lodger's Credit Report with FICO Score from Experian, TransUnion or Equifax
- \_\_\_\_\_ 7. A Nationwide Background Check for Lodger (criminal, eviction, Patriot Act, etc.) – Examples:

[www.tenantbackgroundsearch.com](http://www.tenantbackgroundsearch.com)

[www.american-apartment-owners-](http://www.american-apartment-owners-association.org)

[association.org www.rentspree.com](http://www.rentspree.com)

(Note: The above examples are not all-inclusive. This list is strictly for informational purposes. Some nationwide background checks include the credit report with FICO score.)



\_\_\_\_ 8. Executed Member Authorization for Maintenance Services Work form

- D. The Board or authorized VMS staff member(s) will review the Lodger Rental Application and approve or deny the request in writing.
- E. Upon receipt of a Lodger Rental Application for a new, renewal or extension, the Lease/Rental Office will research and take into consideration whether the Member and/or Lodger has received notices of rule violations or any outstanding charges and assessments before Approval of the Application can occur. If there are any outstanding charges and assessments, the Lease/Rental Office will request payment and/or refer the matter to the Finance Department who may issue a notice as set forth in Exhibit B for assignment of rents. Extensive history of such events, complaints, violations, and/or member disciplinary action may result in the denial of the Application.
- F. The Lease/Rental Office will notify the Member of the results within 10 business days subject to the terms and conditions that exist. Applications, including, without limitation, 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.
- G. The Lodger Rental Application will be emailed to the Member or his/her agent once approved by the Board of Directors. The Member is responsible for providing a copy of the Lodger Room Rental Policy and Application to the Lodger.
- H. The Lease/Rental Office hours of operation are Monday through Friday, except federal holidays, 8:00 a.m. – 5:00 p.m.

**Telephone:** 949-957-4323

**Email:** [Leasing@vmsinc.org](mailto:Leasing@vmsinc.org)

**Physical Address:**

Laguna Woods Village Community Center 24351 El Toro Road  
Laguna Woods, CA 92637

**Mailing Address:**

Laguna Woods Village Attn: Leasing/Rental Office  
P.O. Box 2220 Laguna Hills, CA 92654

***Note: There is no mail delivery to the physical address.***



**Lodger Rental Application:  
United Laguna Woods Mutual**

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

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

The Lodger Rental is subject to the terms and provisions of the Lodger Room Rental Policy & Application incorporated herein by reference and made a part hereof and shall be effective when approved by the Mutual.

<b>Unit Information</b>	
Unit Address:	
Carport #:	Space #:
Lease 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:	



Information from Lodger		Lodger ID No. _____
First Name:	Last Name:	
Telephone:	Cell Phone:	
Date of Birth:	SS#:	
Email:		
Move-in Date:		
Present Home Address:		
Prior Address:		
Length of Time/From:	To:	
Has proposed Lodger been convicted of a felony in the last 20 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has proposed Lodger been convicted of a misdemeanor involving moral turpitude in the last five years?		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Lodger Room Rental Policy and Agreement**

The undersigned acknowledges receipt of the Lodger Room Rental Policy and acknowledges that it does not represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), 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 Lodger Rental Application, all parties, if approved by the Board of Directors, hereby agree to abide by the Lodger Rental and Terms and Conditions of the Lodger Room Rental Policy.

Acknowledgment	Initial(s)		
	Member #1	Member #2	Lodger
I have read and received a copy of the Lodger Room Rental Policy and agree to comply with its Terms and Conditions.			
I agree to comply with the rules established by this Community.			
United, GRF and VMS are not, jointly or severally, parties to the terms of the room rental agreement between the Member and Lodger.			
I agree that United 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 Lodger have authorization to request repairs or work on behalf of the Member for which there is a charge?  Yes  No

Member #1 Name (Print):	Member Signature:	Date:
Member #2 Name (Print):	Member Signature:	Date:
Lodger Name (Print):	Lodger Signature:	Date:

**ACTION BY MUTUAL BOARD OF DIRECTORS**

LODGER RENTAL APPLICATION <b>DENIED</b>	LODGER RENTAL APPLICATION <b>APPROVED</b>
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:

Date \_\_\_\_\_

By \_\_\_\_\_  
Authorized Agent



When you get approved, please set this up.

***If We Can't Reach You, We Can't Notify You.***

When seconds count, you can count on...



CodeRED is the community notification system used to call, text and/or email Laguna Woods Village Residents with time-sensitive and/or emergency information. This system is separate from the regular email information you may be receiving from the Communications Department, and requires a specific, unique enrollment.

Laguna Woods Village Security and Disaster Preparedness Task Force encourage you to take a few minutes to ensure we have accurate contact information for you so you are informed in the event of an emergency or threat to the Village. Safety is a two-way street. Be sure to register today to receive the information you need, when it matters, regarding events such as:

- Critical Power Outages
- Earthquake Emergency Procedures
- Evacuation
- Gate or Road Closures
- Safety Threats
- Fire

Please complete the form online through the Laguna Woods Village website. Go to [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com), and look for the CodeRED icon at the top left of the home page.

You can be assured that all information provided for your CodeRED notification is confidential and will only be used to contact you in the case of an emergency.

Note: California Civil Code Section 4041 requires owners to provide annual written notice to the association of preferred and alternate or secondary delivery method for receiving notices from the association. 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 Unit. Emergency contact information may be given to hospital personnel upon request.