



## *The Towers*

Laguna Woods, California 92637

Dear Real Estate / Escrow Professional:

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

1. The community is made up of three (3) housing corporations:
  - a. United Laguna Hills Mutual (stock co-operatives)
  - b. Third Laguna Hills Mutual (condominiums)
  - c. Laguna Woods Mutual No. Fifty (high-rise condominiums)
  
2. Purchasing property in the community requires applying for Membership in the housing corporation and certain criteria must be met:
  - a. Age Restrictions – There is no age restriction to purchase property, however a Member must be at least 55 years of age to reside in the community.
  - b. Financial Qualifications - (please refer to the Administrative Guidelines for Financial Requirements, attached)
  - c. Limit in the number of Memberships allowed – There is a limit of one (1) United Membership.
  - d. Maximum Number of Owner Occupied and/or Leased Units – regardless of the number of condominiums owned in Third Mutual, only two of the properties owned may be occupied.
  - e. Rules & Regulations – please visit the community website, which is [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) to access the community Operating Rules from the main page.
  - f. Architectural Modifications – whether purchasing a property in United, Third, or the Towers, contact Permits & Inspections at (949) 597-4616 before modifying a dwelling unit.

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

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

**Step 3:** - Upon Board approval, the management company faxes a notice of approval and escrow demand to the escrow company, contingent upon the Mutual completing a final inspection and the escrow company satisfying the escrow demand. The buyers United Stock Certificate is sent to the escrow company (signature required) for dating and delivery to the buyers at the close of escrow.

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

A complete resale submittal form package is attached for your use. **Applicants wishing to reside at the Towers must schedule an interview with the Board of Directors. Please contact Towers Administration for further information and for guidance on scheduling your move-in (949) 597-4278.**

Sincerely,

On behalf of the Board of Directors

*Linda Woods*

Membership Counselor

# **Escrow Officer's Forms**



*Towers*

Laguna Woods, California 92637

Dear Escrow Officer:

As the Managing Agent for the housing corporations, Professional Community Management ("PCM") is pleased to assist you with the processing of your pending escrow.

Under the terms of the corporation's by-laws, the Board of Directors has the first option to purchase the seller's membership, therefore a membership application process has been established and certain conditions must be met before escrow can close. For example, a buyer is required to apply for membership by meeting minimum financial requirements. The property must also be inspected to ensure that the Corporation has approved all structural and landscape alterations. The enclosed package of information includes the forms necessary to effectuate a membership transfer in Laguna Woods Mutual Fifty.

The following fees are associated with a membership transfer:

Administration Fee: \$350.00  
Move-In Fee: \$150.00  
Move-Out Fee: \$150.00  
Escrow Cancellation: \$112.00

When the enclosed forms are completed, please return them to the PCM community services department for submittal to the Board of Directors. A checklist of title and membership is attached for your use. The requirements vary somewhat for the several housing corporations, and care should be taken to ensure that the correct documents are submitted. Please be sure that all the documents are fully completed and executed to enable us to assist you in the timely processing of the resale package.

If you should require information or assistance, please contact the Membership Counselor at (949) 597-4219.

Sincerely,

On behalf of the Board of Directors

*Linda Woods*

Membership Counselor

**ESCROW DOCUMENTATION CHECKLIST  
LAGUNA WOODS VILLAGE**

United (co-ops)	Third (condos)	Fifty (Towers)	Forms and Documents <All documents must be complete, signed and dated>
X	X	X	1. Resale Notification (Prepare in triplicate)
X	X	X	2. Financial Statement and Credit Information - signed and dated
X	X	X	3. Verifications for all income and assets listed in the Financial Statement and Credit Information form (i.e., copies of current Federal Income Tax returns, signed and dated, including Schedules A & B, copies of bank statements, stock certificates, 1099's, property tax bills, investment account statements, etc.
X	X	X	4. Membership Application, with age verification attached
X			5. Copy of General Conditions - acknowledged by signature of buyers on Occupancy Agreement.
X	X	X	6. Signed copy of Escrow Instructions
X			7. Sellers' United Laguna Hills Mutual Membership Certificate <b>with guaranteed signatures of seller(s)</b> - (notary is not acceptable).
X	X		8. Resale Inspection Report (Buyer and Seller information completed by Escrow Officer).
X	X	X	9. Other documents as may be determined by the Managing Agent.
		X	10. Resolution No. M50-79-109 - Signed by the Buyer(s) - Include in resale package for review by Board of Directors
		X	11. Acknowledgment - signed by the Buyer(s)
X	X		12. Landscape Responsibility Agreement
X	X	X	13. Information for New Members And Non-Member Residents

**REQUIREMENTS FOR CLOSING ESCROW**

1. Call the Permits & Inspections Department at (949) 597-4636 to make the necessary arrangements for the Final Inspection of the manor a minimum of 5 days prior to the close of escrow.
2. Call the Manor Payments Clerk, (949) 597-4221, for an update regarding outstanding manor payments, late charges and service charges still owing.
3. All Resident ID Cards **must be collected** and sent to PCM, either with the Resale Notification or Closing Notification. If missing, submit Declaration of Loss affidavit, executed by seller.
4. Following the Board of Director's waiver of purchase and this office's authorization to close escrow, the following are required:
  - a. Escrow Closing Notification (in duplicate);
  - b. Issuance of separate checks to cover Agency and Depository items.

**ALLOW 5-7 BUSINESS DAYS FOR OBTAINING BOARD APPROVAL AFTER RECEIPT BY THIS OFFICE.**

<b>RESALE NOTIFICATION</b> Laguna Woods Village Rev 01-2013	<input type="checkbox"/> United Laguna Woods Mutual	Manor Address
	<input type="checkbox"/> Third Laguna Hills Mutual	
	<input type="checkbox"/> Laguna Woods Mutual Fifty	

To: PCM, Inc., Agent for the Corporation

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

Date \_\_\_\_\_

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

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

In accordance with your instructions, the following are enclosed:

- A. Financial Statement with income and asset verification for each person on title
- B. Membership Application form with appropriate age / identity verification for each person on title
- C. Escrow Instructions
- D. Occupancy Agreement signed by each proposed Transferee
- E. Occupancy Application for non-member residents with appropriate age / identity verifications
- F. Memorandum of Occupancy Agreement signed by each proposed Transferee
- G. Memorandum of Termination of Occupancy Agreement signed by each Transferor
- H. Subordination Agreement signed by each proposed Transferee
- I. Guarantor Statement plus financial verification and verification of age / identity
- J. ULHM Membership Certificate issued to Transferee with guaranteed signature (not by notary)
- K. Seller's Resident Identification Card(s)
- L. Laguna Woods Mutual Fifty (form)
- M. Mutual 50 Acknowledgment with signature on page 4
- N. Information for New Members
- O. \_\_\_\_\_

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

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

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

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

Verified by: \_\_\_\_\_

Membership Counselor  
Community Services Department

**ACTION BY MUTUAL BOARD OF DIRECTORS**

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

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

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

Laguna Woods Village  
Community Access Department  
P.O. Box 2220  
Laguna Hills, California 92654  
Please Fax to: 949-268-2515  
Direct Phone: 949-597-4443

ESCROW NUMBER: \_\_\_\_\_

MANOR NUMBER: \_\_\_\_\_

The above numbered escrow covering the subject manor as indicated has closed on:  
\_\_\_\_\_, 20\_\_\_\_\_.

We, accordingly, request that you issue New Resident Passes as follows:

**RESIDENT MEMBERS:** \_\_\_\_\_

\_\_\_\_\_

**NON-RESIDENT MEMBERS:** \_\_\_\_\_

\_\_\_\_\_

**NON-MEMBER RESIDENTS:** \_\_\_\_\_

\_\_\_\_\_

Your assistance is appreciated.

Sincerely,

Escrow Officer

Name of Escrow / Realty Company: \_\_\_\_\_

For use by office personnel only:

**Pass Expiration Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

<b>ESCROW CLOSING NOTIFICATION AND TRANSMITTAL REPORT FOR: LAGUNA WOODS VILLAGE</b>		<input type="checkbox"/> UNITED MUTUAL <input type="checkbox"/> THIRD MUTUAL <input type="checkbox"/> MUTUAL FIFTY	MANOR NO.
<b>ESCROW CO. NAME &amp; FILE NO. :</b>		Date:	
		Closing Date:	
Please be advised that escrow has closed. Attached are payments, charges and/or fees due per your demand.			
1.	<b>DEPOSITORY ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Monthly Assessment (HOA Dues) due for the period _____ .		
	b. Late Charges		
	c. Other		
	<b>TOTAL</b>		<b>\$</b>
2.	<b>AGENCY ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Administration Fee (United* & Fifty = \$350 / Third = \$400) *Additional fee of \$130 applies for all cash sales in United.		
	b. Final Inspection Fee (United \$60 / Third \$55)		
	c. Chargeable Services (includes 1 <sup>st</sup> inspection fee and other costs)		
	d. Cable T.V. (Broadband Services)		
	e. Non-owner Occupant Lost/Missing ID Card(s) \$25 each		
	f. Physical Properties Corrections / Repairs		
	g. Non-standard Landscaping Restoration Charges		
	h. Contingency for Inspection Corrections and Landscaping Estimates		
	FUNDS PAID BY SELLER, \$ _____ BUYER, \$ _____		
	i. Trust Facilities Fee (\$2,500)		
	j. Other -		
	<b>TOTAL</b>		<b>\$</b>
3.	<b>TOWERS ACCOUNT:</b> Our separate check, made payable to GRF, representing the following:		
	a. Move-in Fee (\$150.00)		
	b. Move-out Fee (\$150.00)		
	<b>TOTAL</b>		<b>\$</b>
4.	<b>SUPPLEMENTAL PROPERTY TAXES:</b> Separate check, made payable to United Laguna Hills Mutual:		
	<b>TOTAL</b>		<b>\$</b>
5.	In addition, we enclosed the following:		
	a. <input type="checkbox"/> Occupancy Agreement with term to begin at close of escrow.		
	b. <input type="checkbox"/> Gate entry passes, ID cards & vehicle decals		
	c. <input type="checkbox"/> Affidavit of lost / mislaid gate entry passes & decals.		
	d. <input type="checkbox"/> Other -		
6.	<b>The Final Inspection was completed by the Resale Department on:</b>		<b>Date:</b>
7.	We are informed that the Transferor's forwarding address is:		
8.	Name and Address of Lender		Loan #
9.	<b>If unit financing is involved in the resale of a co-operative</b> , we have submitted the Memorandum of Occupancy Agreement and the Memorandum of Termination of Occupancy Agreement to the County Recorder on the date of closing, and requested that the original be mailed to PCM, Inc. Agent.		
10.	If a new Recognition Agreement has been executed for unit financing, we have requested that a copy of the conformed original, recorded by the County Recorder, be mailed to PCM, Inc. Agent.		
	By: _____ Escrow Officer		



# **Seller's Notification Forms**

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

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

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

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

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

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

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

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

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

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

DATE	NAME OF SELLER (PRINT)	SIGNATURE OF SELLER

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

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

# **Buyer's Application Forms**



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

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

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

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

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

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

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

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

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

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

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

In United Laguna Hills Mutual, non-members may be Occupants only if they co-occupy with the owner, or are parents of the owner, or are sub-lessees of the owner; and meet the requirements of section 2a., above.

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

### **OCCUPANCY LIMITS**

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

### **MANOR ASSESSMENTS**

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

### **IDENTIFICATION CARDS**

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

# GOLDEN RAIN

## *Foundation*

of LAGUNA WOODS

UNIT # :

As Trustee of the Golden Rain Foundation ("GRF") of Laguna Hills Trust, the GRF Board of Directors is required to preserve and protect the recreational and other amenities available to all residents of Laguna Woods Village®. Effective January 1, 2014, all purchases of a separate interest in Third Laguna Hills Mutual (condo), United Laguna Woods Mutual (cooperative) and Mutual Fifty (condo) must include collection of a Trust Facilities Fee in the amount of \$2,500.00 per transaction as an obligation of the purchaser. **Choose one option of payment below.**

Payment Option  
#1:

I / we agree to pay at the time of closing of escrow the Trust Facilities Fee in the amount of \$2,500.00.

Payment Option  
#2:

I / we agree to pay over a period not to exceed seven years (84 months) the Trust Facilities Fee in the amount of \$2,500.00 plus additional fees that result in a total principal amount of \$2,752.00 plus interest at 2% per annum.

Print Name: \* \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\* If Payment Option #2 is selected, the first Owner/Member name must reflect the person to whom the billing statement for the Trust Facilities Fee will be mailed.

## PROMISSORY NOTE

**Principal Amount:**

\$2,752.00

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

**Principal Amount with interest:**

\$2,951.76

### RECITALS

For value received, the undersigned payor(s), \_\_\_\_\_ (“Payor(s)”), promises to pay to the order of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation (“Payee”), at 24351 El Toro Road, Laguna Woods, California, Attention: Accounting Department (or through a direct debit or similar ACH debit, if available), at the times and on the terms specified in this promissory note (“Note”), the sum of Twenty-Seven Hundred and Fifty-Two Dollars (\$2,752.00) (“Principal”), together with interest thereon at the rate of two percent (2%) per annum (but in any event not to exceed the maximum rate permitted by law) (“Interest”), as payment of the Twenty-Five Hundred Dollars (\$2,500.00) Facilities Fee, and the administrative fee in the amount of Two Hundred Fifty-Two Dollars (\$252.00), plus interest, all fully amortized over the seven (7) year term, as further set forth below.

Payor(s) acknowledges that Payor(s) has been given the opportunity to pay the Twenty-Five Hundred Dollars (\$2,500.00) Facilities Fee all at once at the time of transfer to avoid paying the Interest and the administrative fee. The Payor(s) has instead elected to undertake a seven (7) year payment plan, as authorized by California law, and to pay in accordance with all terms and conditions in this Note.

**Promise to Pay.** The Principal and Interest shall be amortized over a period of seven (7) years, and all due and payable in seven (7) years, with eighty-four (84) monthly payments of Thirty-Five Dollars and Fourteen Cents (\$35.14) each. The first monthly payment shall be made on \_\_\_\_\_, 20\_\_, and subsequent monthly payments shall be paid on or before the first day of each succeeding calendar month.

**Late Charge.** Payor(s) agrees that in the event that any payment due hereunder is in default for more than ten (10) days, it would be extremely difficult to fix the actual damages resulting to Payee. Therefore, Payor(s) agrees to pay to Payee the sum of Ten Dollars (\$10.00) upon any such default, as liquidated damages and not as a penalty, to compensate the Payee for the expenses of administering the default.

**Acceleration.** The holder of this Note may, at its option, accelerate the maturity of all payments to become due hereunder upon the occurrence of any of the following events, in which event the unpaid balance of this Note shall become immediately due and payable without demand, presentment or notice, all of which are hereby expressly waived, and the holder may pursue collection through Small Claims Court or initiate any other appropriate legal proceeding to collect the outstanding amount owed under this Note:

(a) Failure to make any two (2) consecutive payments when due; (b) Insolvency of Payor(s), or filing by or against Payor(s) of a Petition of Bankruptcy, either voluntary or involuntary; (c) If Payor(s) sells his or her unit, or if Payor(s) dies, then the remaining outstanding balance of Principal hereunder at that time shall be due and payable in one lump sum and upon such payment, this Note shall be deemed paid in full.

**Attorney’s Fees; Governing Law.** In the event of any controversy or dispute arising from non-payment of this Note, the prevailing party shall be entitled to recover from the non-prevailing party or parties reasonable expenses including, without limitation, attorneys’ fees and costs actually incurred. This Note shall be governed by and construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of California. This Note shall be binding on the Payor(s) successors and assigns.

**IN WITNESS WHEREOF**, Payor(s) has executed this Note as of the date first written above.

**Payor:**

**Payor:**

<b>INFORMATION BULLETIN</b> COMMUNITY RELATIONS DIVISION	BULLETIN NO.	2015-01
	ISSUE DATE	December 12, 2014
	AUTHORITY	Resolution #M50-14-48
	REVISION DATE	
	Approved: <i>Pamela Bashline</i> Community Services Manager	

<b>SUBJECT:</b> The Towers – Year 2015 Monthly Assessment and Financial Requirements Schedule	<b>EFFECTIVE DATE:</b>  <b>JANUARY 1, 2015</b>
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The Board of Directors of Laguna Woods Mutual Fifty adopted Resolution Number M50-14-48 on September 18, 2014, which established the monthly assessments for the fiscal year 2015. Following is the schedule showing the monthly homeowner's assessments and the financial requirements for membership, effective January 1, 2015.

Both the assessments and requirements are based on the model style, and the number of persons who will be residing.

**MONTHLY ASSESSMENTS**

MODEL	1 RESIDENT	2 RESIDENTS
A	\$ 1,961.37	\$ 2,603.32
B	\$ 1,983.89	\$ 2,625.84
C	\$ 2,153.67	\$ 2,795.62
D	\$ 2,126.12	\$ 2,768.07
F	\$ 2,292.46	\$ 2,934.41
G	\$ 2,099.11	\$ 2,741.06
H	\$ 2,254.31	\$ 2,896.26

**INCOME REQUIREMENTS**

MODEL	1 RESIDENT	2 RESIDENTS
A	\$ 38,056.44	\$ 53,019.84
B	\$ 38,326.68	\$ 53,290.08
C	\$ 40,364.04	\$ 55,327.44
D	\$ 40,033.44	\$ 54,996.84
F	\$ 42,029.52	\$ 56,992.92
G	\$ 39,709.32	\$ 54,672.72
H	\$ 41,571.72	\$ 56,535.12

**NOTE: Second Occupant Fee: \$641.95**

**FINANCIAL REQUIREMENTS**

One Resident	Two Residents
\$1,210.00/month + monthly assessment*	\$1,815.00/month + monthly assessment*
<i>*per resolution M50-03-25</i>	



**PLEASE TYPE OR PRINT – COMPLETE ALL SECTIONS OF THE FORM**

<b>FINANCIAL STATEMENT / CREDIT INFORMATION</b> CONDOMINIUM OWNERSHIP	Mutual Fifty <input type="checkbox"/>	MANOR NO
		MODEL

APPLICANTS ARE REQUIRED TO PRESENT SATISFACTORY VERIFICATION OF IDENTITY AND INCOME. THE CORPORATION MAY ELECT TO OBTAIN APPLICANT'S CREDIT HISTORY FROM A NATIONAL CREDIT REPORTING BUREAU. YOU MUST SUBMIT COPIES OF A CURRENT, SIGNED FEDERAL INCOME TAX RETURN OR COPIES OF RECENT BANK STATEMENTS, INVESTMENT STATEMENTS, PAYCHECK STUBS OR ANY OTHER DOCUMENTATION WHICH WILL VERIFY THE INFORMATION YOU HAVE PROVIDED IN THIS FINANCIAL STATEMENT.

IN ACCORDANCE WITH THE REQUIREMENT OF THE CC&RS AND BY LAWS AS APPLICABLE TO CONDOMINIUM OWNERSHIP, I (WE) PROVIDE THE FOLLOWING INFORMATION:

APPLICANT NAME	AGE	SOCIAL SEC. NO.	MARITAL STATUS:			
1.			<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed			
2.			<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed			
PRESENT ADDRESS	CITY	STATE	ZIP	OWN RENT	YRS THERE	MONTHLY PYMT.
1.						
2.						

PURCHASE INFORMATION			
1. PURCHASE PRICE	\$	6. FINANCING?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. DOWN PAYMENT	--	6a. LENDER'S NAME	
3. LOAN AMOUNT	--	6b. MONTHLY LOAN PAYMENT	
4. BAL. DUE AT CLOSE OF ESCROW	\$	7. MONTHLY CARRYING CHARGE	
5. BAL. TO BE PAID FROM:		8. TOTAL MONTHLY PAYMENT	
<input type="checkbox"/> SALE OF HOME <input type="checkbox"/> ASSETS <input type="checkbox"/> OTHER			

ANNUAL INCOME AFTER PURCHASE OF MANOR – ATTACH VERIFICATIONS			
	APPLICANT 1	APPLICANT 2	TOTAL
A. SALARY & WAGES	\$	\$	\$
B. SOCIAL SECURITY / SSI			
C. PENSION #1			
D. PENSION #2			
E. RENTAL INCOME (NET)			
F. ANNUITIES / IRA'S			
G. DIVIDENDS & INTEREST			
H. TRUST DEEDS – INTEREST EARNED			
I. PRIVATE BUSINESS **			
J. TRUST INCOME			
K. DISABILITY COMPENSATION			
L. OTHER			
TOTALS	\$	\$	\$

**\*\* NOTE: AN APPLICANT WHO DERIVES PRINCIPAL INCOME FROM A PERSONAL BUSINESS MUST ATTACH A CURRENT BALANCE SHEET AND OPERATING STATEMENT**

<b>LIFE INSURANCE</b>	Premiums/Year	Total in Force	Policy Loans \$		Net Cash Value \$
<b>BANK ACCOUNTS</b>	Bank Name a.	Address/Branch	Account Number	Account Type	Account Balance \$
	b.				\$
	c.				\$
<b>RESIDENTIAL PROPERTY</b>	Address a.	City, State	Annual Payments \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
<b>INCOME PROPERTY</b>	Address a.	City, State	Net Income/Year \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
<b>STOCKS &amp; BONDS</b>	Companies, shares, (attach schedule if necessary)				Market Value \$
<b>CERT'S OF DEPOSIT</b>	Institutions (attach schedule if necessary)				Market Value \$
<b>GOVERNMENT BONDS</b>	Issuing Agency (attach schedule if needed)				Maturity Value \$
<b>OTHER ASSETS</b>	Attach Schedule				Market Value \$
	TOTAL ASSET VALUE				\$
	LESS: PURCHASE PRICE				\$
	NET ASSET VALUE AFTER PURCHASE				\$

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

**Applicant Signature**

**Date**

**Applicant Signature**

**Date**



*Towers*

Laguna Woods, California 92637

**LAGUNA WOODS MUTUAL FIFTY**

Manor No.

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

A copy of such rules and regulations must be signed by the lessee and/or buyer, and attached to the lease/resale package, as evidence that said lessee/buyer has read such rules:

The purpose of this document is to inform all future residents of Laguna Woods Mutual Fifty, also known as Rossmoor Towers, of some of the rules and regulations and some additional policy information that the resident may not be aware until after move-in.

1. When a home is purchased in the Towers and the buyer is approved for Membership, he/she becomes a member of Laguna Woods Mutual Fifty, a California non-profit mutual benefit corporation and a resident member in the Golden Rain Foundation of Laguna Woods, also a California non-profit mutual benefit corporation.
2. Laguna Woods Mutual No. Fifty is jointly owned in undivided interest by the 311 owners of the respective manors comprising the Towers, which is managed as a condominium project under the direction of its elected resident Board of Directors. The Corporation has retained a managing agent for the purpose of executing its policies and Business Plan.
3. The Golden Rain Foundation holds in trust for all Laguna Woods Village residents all common properties such as golf courses, clubhouses, buses, swimming pools, etc. It is also managed under the direction of its elected resident Board of Directors. Mutual Fifty Directors are elected by the 311 members and Directors of GRF are elected by the Corporate members, United Laguna Hills Mutual, Third Laguna Hills Mutual, and Laguna Woods Mutual No. Fifty Boards of directors.
4. The residents of the Towers are provided housekeeping services; common area maintenance service; food service; room service as requested for an extra charge; educational and recreational activities.
5. The Towers is not an assisted care facility. The residents must be capable of self-care or financially able to provide for health care attendants.

6. Personalized Motorized Vehicles are permitted within the Towers common area only when prescribed by a doctor to assist such resident due to a disability as defined under the American With Disabilities Act of 1990 as well as other applicable state laws to accommodate the needs of disabled individuals.
7. Residents are required to dress in acceptable clothing, appropriate to the location and occasion when in the common areas and to conduct themselves in an acceptable manner. There is a dress code in the dining rooms.
8. The monthly carrying charge for each manor includes all costs except property taxes for the manor, telephone, personal property insurance, and maintenance of the living space of the manor.
9. Each unit is provided with housekeeping services - bathrooms every week, and the rest of the rooms in the manor, every other week.
10. The monthly carrying charge includes dinner each day. Carry-out Lunch is available six days a week for an additional fee.
11. There is no tipping of staff at the Towers at any time.
12. There have been occasions when residents have been sufficiently rude to staff to cause that staff member to resign from his/her position. When such incidents or rudeness occur and are found to be valid, it is within the power of the Board of Directors to fine that resident up to two hundred dollars (\$200.00) in accordance with the terms of the corporation.
13. Residents who wish to keep a pet in their manor must make application to the Mutual and obtain approval before the pet may reside. Applications are available in the Towers Administration office. This does not apply to personal assistance animals.
14. When Residents plan to move into the Towers or move out of the Towers, they MUST schedule the move with the Reception Desk. (949) 597-4278.
15. All construction and remodeling planned within a unit MUST be scheduled through the Maintenance Shop (949) 597-4259.

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DATE

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NAME

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ADDRESS

---

NAME



*The Towers*

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

### **Overview**

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

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

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

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

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

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

## **New Resident Acknowledgement**

### **Page 2**

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

#### **Accessibility**

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

#### **Fire and Emergency**

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

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Initial

## New Resident Acknowledgement

### Page 3

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

**Conclusion**

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

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

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

Print Name	Print Name
Signature	Signature
Date	Date
<b>Check One:</b> <input type="checkbox"/> Lessee <input type="checkbox"/> Occupant <input type="checkbox"/> Member	<b>Check One:</b> <input type="checkbox"/> Lessee <input type="checkbox"/> Occupant <input type="checkbox"/> Member



**Laguna Woods Mutual Fifty  
Rules and Regulations as they relate to Laguna Woods Mutual Fifty  
and California Civil Code §4715**

**Policy Statement**

Persons who become members, occupants or lessees of Mutual Fifty on or after January 1, 2001 may apply for a permit to have one (1) pet in their residence. A “pet” is any domesticated bird, cat, dog or aquatic animal kept within an aquarium, or other animal as agreed to between the mutual and the homeowner.

A pet must be licensed, inoculated and spayed. A copy of the license and a veterinarian’s certificate verifying the aforementioned must be presented when applying for a permit. The pet must weigh no more than twenty (20) pounds at any time.

All dogs, cats or other household pets authorized to be kept within a dwelling unit are required to have a permit issued by the Mutual.

Pet owner is required to appoint a pet guardian who will be responsible for the care of the pet in case of an emergency or when the owner is not available. If the guardian is not available within 24 hours of the emergency, or owner’s absence, the animal shelter will be notified.

An identity collar must be on the animal at all times, identifying the owner, manor, and pet’s name.

The pet owner must submit a current Certificate of Insurance with their application, which provides homeowner’s insurance coverage for any damage done by the pet to persons or Mutual property with a minimum coverage of \$250,000 per occurrence.

**Rules and Regulations**

The ability of a resident to keep a pet is, as set forth above, subject to the following rules and regulations which are founded on health and safety considerations of all Mutual residents, visitors and guests.

1. No pet shall be permitted within the common area outside and/or inside the buildings unless restrained by a leash, not to exceed six (6) feet, and in the charge of a person competent to restrain and control the pet.
2. Pets are only permitted in interior common areas when leaving their residence to the elevator and from the elevator to the nearest exit and must be on a leash at all times.
3. No pet shall be permitted to urinate or defecate within the common area except within the grass areas north of Tower I and west of Tower II. Fecal waste shall be removed forthwith and placed in a sealed double plastic bag by the owner or person in charge of the pet before placing in the trash chute.

4. At all times, pet owners shall not allow their pets to obstruct or interfere with the right of other residents, guests or visitors, or annoy them by unreasonable noises.
5. Pets must be kept free of fleas at all times.
6. The Mutual's staff is not responsible for the cleanup or disposal of pet refuse.
7. During housekeeping services, the pet must be restrained or out of the manor.
8. Pet litter is never to be disposed of in toilets. Pet owners will receive a service charge if toilets become clogged because of the above.
9. There will be a \$25 cleanup charge to the owner of the pet who soils the common area.
10. Visitors with pets must comply with all rules pertaining to pets in Common Area.
11. Pet owners must comply with all pet related requirements of Laguna Woods Mutual Fifty and the City of Laguna Woods.

**Disciplinary Procedures:**

All pet related complaints will be investigated. After due notice of hearing, and opportunity for the resident to present his or her case, the matter will be considered by the Mutual's Board of Directors. The Board may take all disciplinary action authorized by the Mutual's bylaws including, but not limited to, 1) a fine; 2) payment of the corporation's attorney fees incurred in enforcing the pet regulations; 3) removal of the pet; or 4) termination of the occupancy of the resident in Mutual Fifty.

***All Guide Dogs and personal assistance animals are exempt.***

**Resident Pet Owner Application  
Laguna Woods Mutual Fifty**

Resident Name/s \_\_\_\_\_

Manor No. \_\_\_\_\_

Type of pet: \_\_\_\_\_

Description of pet: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Guardian responsible for pet when owner is not in residence

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

I (we) have read, understand and will comply with the pet related requirements of Laguna Woods Mutual Fifty and the City of Laguna Woods.

\_\_\_\_\_

Resident Pet's Owner(s) Signature(s)

Mutual's approval authorization:

Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## **Key File Program – Authorization Form**

The Community Access Department maintains keys to manors within the Community for the convenience of Laguna Woods Village residents. The Key File Program is completely voluntary and is not a requirement. Members are encouraged to file keys for their Manors with Community Access in order that,

1. should an emergency maintenance repair be required during a resident's absence, access can be made to the Manor to affect repairs, and
2. a residing member can obtain the key(s) to the Manor to gain access when they have misplaced or otherwise cannot locate their keys.

Any emergency access keys that the Seller submitted to Laguna Woods Village are returned during the resale process.

To submit keys for your Manor into the Key File Program, please visit the Community Access department located in the Laguna Woods Village Community Center, 24351 El Toro Road, Laguna Woods, CA.

<b>APPLICATION FOR OCCUPANCY PERMIT</b>				<input type="checkbox"/> UNITED <input type="checkbox"/> THIRD <input checked="" type="checkbox"/> FIFTY	MANOR ADDRESS	
<b>ATTACH VERIFICATION OF AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID</b>						
	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>MI</b>	<b>SOC SEC #</b>	<b>BIRTHDATE</b>	<b>OFFICE USE ONLY</b>
1.						
2.						
1.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <input type="checkbox"/> SPOUSE <input type="checkbox"/> CO-HABITANT		
2.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <input type="checkbox"/> SPOUSE <input type="checkbox"/> CO-HABITANT		
<b>APPLIC. RELATIONSHIP TO OWNER</b>		<b>PREVIOUS ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>IN EMERGENCY, NOTIFY</b>		<b>RELATIONSHIP TO APPLICANT</b>	<b>ADDRESS</b>			<b>TEL NO.</b>
<b>OWNER / APPLICANT ACKNOWLEDGMENTS</b>						
<p>WE HEREBY APPLY FOR APPROVAL FOR THE APPLICANT TO RESIDE IN THE MANOR IDENTIFIED ABOVE, AS A NON-MEMBER OCCUPANT, AND AFFIRM THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE HAVE READ THE TERMS AND CONDITIONS FOR SUCH OCCUPANCY ON THE REVERSE SIDE OF THIS APPLICATION, AND AGREE TO BE BOUND BY THE TERMS THEREIN. WE HAVE RECEIVED A COPY OF THE NOTICE INFORMING US OF THE POSSIBLE EXISTENCE OF ASBESTOS IN CERTAIN BUILDINGS.</p> <p>WE SWEAR, UNDER PENALTY OF PERJURY, THAT THERE WILL NOT BE A LANDLORD-TENANT RELATIONSHIP BETWEEN OWNER AND OCCUPANT, AND THAT NO RENTS WILL BE PAID OR COLLECTED DURING THE DURATION OF APPLICANT'S OCCUPANCY, UNLESS A LEASE IS EXECUTED THROUGH THE GRF LEASING OFFICE.</p>						
<b>OWNER NAME (PRINT)</b>		<b>OWNER SIGNATURE</b>		<b>DATE</b>	<b>TO RESIDE?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>OWNER NAME (PRINT)</b>		<b>OWNER SIGNATURE</b>		<b>DATE</b>	<b>TO RESIDE?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>1. APPLICANT SIGNATURE</b>		<b>DATE</b>	<b>2. APPLICANT SIGNATURE</b>		<b>DATE</b>	
<b>COMMUNITY SERVICES DEPARTMENT USE ONLY</b>						
<b>FLOORPLAN:</b> _____ <b># BEDROOMS:</b> _____ <b># PERSONS RESIDING IF THIS PERMIT IS APPROVED</b> _____ <b>ID CARD FEES COLLECTED: \$</b> _____ <input type="checkbox"/> EXEMPT <b>IF APPLICANT IS UNDER 55 YEARS OF AGE, INDICATE IF QUALIFYING RESIDENT HAS BEEN VERIFIED.</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>DOES THE APPROVAL OF THIS APPLICATION EXCEED THE NUMBER OF PERSONS PERMITTED TO OCCUPY THIS UNIT?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>VERIFIED BY:</b> _____ <b>OCCUPANT'S PHONE #</b> _____						

<b>ACTION BY MUTUAL BOARD OF DIRECTORS</b>	
<b>APPLICATION DENIED</b>	<b>APPLICATION 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: \_\_\_\_\_

# APPLICATION FOR OCCUPANCY PERMIT — Laguna Woods, California

## PRIMARY RULES GOVERNING OCCUPANCY

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

1. OCCUPANT(S) SHALL BE ENTITLED TO OCCUPY THE MANOR INDICATED ON THE REVERSE SIDE OF THIS APPLICATION.
2. OCCUPANT(S) AND MEMBER(S) AFFIRM THEIR INTENT THAT OCCUPANT WILL RESIDE IN THIS MANOR AND THAT OCCUPANT IS 45 YEARS OF AGE OR OLDER, OR MEETS ONE OF THE FOLLOWING CRITERIA:
  - APPLICANT IS THE SPOUSE OF THE QUALIFYING SENIOR RESIDENT
  - APPLICANT IS THE COHABITANT OF THE QUALIFYING SENIOR RESIDENT
3. IN UNITED MUTUAL, NON-MEMBERS MAY RESIDE ONLY IF THEY CO-OCCUPY WITH MEMBERS WHO ARE IN RESIDENCE (AND MEET THE REQUIREMENTS OF SECTION 2 ABOVE) OR ARE THE PARENTS OF MEMBERS, WITH ONE QUALIFYING RESIDENT AT LEAST 55 YEARS OF AGE.
4. OCCUPANT SHALL BE ENTITLED TO THE USE AND ENJOYMENT OF THE FACILITIES AND SERVICES PROVIDED BY THE GOLDEN RAIN FOUNDATION ON THE SAME BASIS AS MEMBERS OF THE FOUNDATION, BUT WILL HAVE NEITHER OWNERSHIP NOR VOTING RIGHTS IN THE FOUNDATION OR ANY MUTUAL.
5. MEMBER SHALL BE RESPONSIBLE FOR THE CONDUCT AND DEPORTMENT OF THE OCCUPANT.
6. OCCUPANT SHALL BE SUBJECT TO THE SAME RULES, REGULATIONS, RESTRICTIONS (AND OF THE OCCUPANCY AGREEMENT IN UNITED MUTUAL) THAT ARE APPLICABLE TO MEMBER, EXCEPT WITH RESPECT TO PAYMENT OF CARRYING CHARGES. IF OCCUPANT EVER SHALL BECOME THE LEGAL OR EQUITABLE OWNER OF THE MEMBERSHIP, OCCUPANT WILL APPLY FOR MEMBERSHIP IN THE MUTUAL (AND WILL EXECUTE AN OCCUPANCY AGREEMENT IN UNITED MUTUAL) IN THE FORM GENERALLY USED BY THE MUTUAL AND WILL PAY ALL AMOUNTS DUE PURSUANT TO THE CC&R'S (OR OCCUPANCY AGREEMENT).
7. MEMBER AND OCCUPANT SHALL BE EQUALLY RESPONSIBLE FOR PAYMENT OF ANY CHARGES INCURRED BY OCCUPANT IN RESPECT TO SERVICE PROVIDED BY GOLDEN RAIN FOUNDATION OR THE MUTUAL.
8. MEMBER AGREES TO PAY TO THE MUTUAL AN ADDITIONAL SUM EACH MONTH FOR EACH OCCUPANT OF THE MANOR IN EXCESS OF TWO, (IN EXCESS OF ONE IN THE TOWERS) AT THE RATE PRESCRIBED BY THE MUTUAL.
9. MEMBERS SHALL BE RESPONSIBLE FOR CANCELING THE OCCUPANCY STATUS AND RETURNING OCCUPANT'S ID CARD WHEN OCCUPANT CEASES TO RESIDE IN THE MANOR.
10. ANY PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON THIRTY DAYS WRITTEN NOTICE TO THE OTHER PARTIES TO THIS AGREEMENT.
11. IN ORDER TO INDUCE MUTUAL TO EXECUTE THIS AGREEMENT, THE OTHER PARTIES AGREE THAT THEY HAVE NO RIGHTS AGAINST MUTUAL AS A DIRECT OR INDIRECT RESULT OF THE EXECUTION OF THIS AGREEMENT, AND IN THE EVENT THAT THERE ARE ANY EXPENSES INCURRED BY THE MUTUAL TO ENFORCE THE TERMS OF THIS AGREEMENT, OR TO REMOVE OR TAKE OTHER ACTION, OR TO DEFEND ANY ACTION RELATIVE TO MEMBER OR OCCUPANT, AS A DIRECT OR INDIRECT RESULT OF THIS AGREEMENT, MEMBER AND OCCUPANT AGREE TO HOLD THE MUTUAL HARMLESS FROM AND TO PAY ALL COSTS OR EXPENSES INCURRED BY MUTUAL, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS OR RELATED EXPENSES.
12. OCCUPANCY APPLICANTS OF THIRD MUTUAL AND MUTUAL FIFTY AFFIRM THAT THEY HAVE NOT BEEN CONVICTED OF A FELONY WITHIN THE PAST 20 YEARS, NOR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE PAST 5 YEARS.
13. GUESTS MAY STAY A MAXIMUM OF 60 DAYS PER YEAR, AND ONLY WHILE THE QUALIFYING SENIOR RESIDENT IS IN RESIDENCE.

## NOTICE TO MEMBERS AND APPLICANTS

APPROVAL OF THIS APPLICATION BY THE MUTUAL, IN AND OF ITSELF, DOES NOT CONFER ANY RIGHT ON THE OCCUPANT OTHER THAN THE REVOCABLE RIGHT TO OCCUPY THE MANOR NAMED ON THE REVERSE OF THIS FORM. AS INDICATED, BOTH MEMBER AND MUTUAL GENERALLY HAVE THE RIGHT TO TERMINATE OCCUPANT STATUS AT ANY TIME, WITHOUT CAUSE; PROVIDED, HOWEVER, THAT SECTION 51.3 OF THE CALIFORNIA CIVIL CODE MAY BE INTERPRETED TO INHIBIT THIS RIGHT OF TERMINATION IN CERTAIN CIRCUMSTANCES.

This Personal Unconditional Continuing Guarantee (hereinafter "Guarantee") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of:

Laguna Woods Mutual Fifty, a California nonprofit mutual benefit corporation (hereinafter the "Corporation")

Third Laguna Hills Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation:)

United Laguna Hills Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation").

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the undersigned Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of \_\_\_\_\_ (hereinafter called "Members") to the Corporation, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Members to the Corporation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Members or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Members may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable. The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guarantee shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guarantee shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against Guarantors whether action is brought against Members or whether Members be joined in any such action or actions; and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantors authorize Corporation, without notice or demand and without affecting Guarantors' liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, Guarantors hereby waive the rights and benefits under California Civil Code ("CC") Section 2819, and agree that Guarantors' liability shall continue even if Corporation allows any Indebtedness of Members in any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Corporation's consent.

Guarantors waive any right to require Corporation to (a) proceed against Members; (b) proceed against or exhaust any security held from Members; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Members or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such Indebtedness is in excess of Guarantor's liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Corporation now has or may hereafter have against Members, and waive any benefit of, and any right to participate in any security now or hereafter held by the Corporation. Guarantors waive diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness.

Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of Guarantors shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of Guarantors in any manner. Guarantors further waive any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantors further waive all right to require the Corporation to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation hereinunder or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly.

Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

Guarantor Signature Date

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DATED: \_\_\_\_\_ MEMBER(S) NAME(S) \_\_\_\_\_

MANOR ADDRESS \_\_\_\_\_

<b>GUARANTOR #1</b>	<b>GUARANTOR #2</b>
ID # _____	ID # _____
Name (print) _____	Name (print) _____
Signature _____	Signature _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Telephone No. _____	Telephone No. _____
Drivers Lic. # _____ State _____	Drivers Lic. # _____ State _____





## NOTICE

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

FROM: JERRY STORAGE, GENERAL MANAGER

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 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.

Professional Community Management, Inc., as Employer, and as 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 9:00a.m. and 5:00 p.m., Monday through Friday.

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

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

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

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

PCM 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 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 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 597-4600, or the HR/Safety Supervisor at 597-4321.

January 1, 2014

Sincerely,

A handwritten signature in black ink that reads "Jerry Storage". The signature is written in a cursive style with a large, looping initial "J".

Jerry Storage, General Manager