

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FOUR
August 8, 2018
Open Forum begins at 9:15 a.m. – Meeting begins at 9:30 a.m.
Administration Building Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Ms. Gerber, GRF Representative
Ms. Hopkins, Mutual Administration Director
Mr. Black, Building Inspector
Ms. Villalobos, Recording Secretary

4. APPROVAL OF MINUTES:
Regular Meeting Minutes of July 11, 2018

5. SECRETARY / CORRESPONDENCE Mr. Russell

6. GRF REPRESENTATIVE Ms. Gerber

7. BUILDING INSPECTOR'S REPORT Mr. Black
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual
Requests (p. 3)

8. **UNFINISHED BUSINESS**

- a. Discuss and Vote to rescind Policy 7402 – Working Hours – Contractors
and adopt Policy 7402.04 – Working Hours – Contractors (p.4-7)
- b. Discuss and Vote to approve/deny the amended Patio Plan for Mr. Slater
for Unit 39L (p. 8)
- c. Update on Washer/Dryer Lease Ms. Smith

9. **NEW BUSINESS**

- a. Discuss 2019 Budget – Water Increase Ms. Smith
- b. Discuss amending Policy 7499.04 Air Conditioning/HVAC/Heat Pump Units (pg. 9-10) Kuhl/Russell
- c. Appointment of Solar Committee (p. 11) Mr. Slater
- d. Discuss and vote to adopt Policy 7490.04 – Payment and Performance Bond (p. 12-13)
- e. Discuss and Vote to approve/deny Mr. C's towing agreement for 2018-2019 (p. 14)
- f. Discuss and vote to adopt Policy 7541 – Co-Occupants, Qualified Permanent
Residents and Health Care Providers (p.15-30)
- g. Discuss Selection of Board Director (Two Candidates) (p. 31)

STAFF BREAK BY 11:00 a.m.

- | | | |
|-----|--|-------------|
| 10. | CHIEF FINANCIAL OFFICERS REPORT | Ms. Smith |
| 11. | MUTUAL ADMINISTRATION DIRECTOR | Ms. Hopkins |
| 12. | ANNOUNCEMENTS | |
| | a. NEXT MEETING: WEDNESDAY, September 12, 2018 | |
| | Open Forum at 9:15 a.m. – Meeting begins at 9:30 a.m. | |
| | Administration Building Conference Room A | |
| 13. | COMMITTEE REPORTS | |
| | a. Emergency Preparedness | |
| 14. | DIRECTORS' COMMENTS | |
| 15. | SHAREHOLDER(S)' COMMENTS (2-3 MINUTES) | |
| 16. | ADJOURNMENT | |
| 17. | EXECUTIVE SESSION | |

STAFF WILL LEAVE THE MEETING BY 12:00 p.m.

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (04) FOUR

INSPECTOR: Kevin Black

MUTUAL BOARD MEETING DATE: August 8th 2018

PERMIT ACTIVITY							
UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
4-39L	remodel w/repipe	both	01/08/18	07/08/18	yes 6/4/18	18-rough 4 6/14/18	scarini const. jerry 5625333522
4-37H	remodel/repipe	both	02/28/18	12/28/18	no	18-lath 6/4/18- froug	alpha master builders
4-80G	washer/dryer/coounters	both	06/18/18	08/18/18	NO		Bruno Alvarez
4-46C	rake wall at patio	both	09/24/18	10/22/18	no		bergkvist
4-47C	remodel	both			no	electrical 5/22/18-	BML constr.
4-47L	heat pump ductless	both			no		greenwood
4-38F	patio	both			yes 6/4/18-7/11/18	#2 add 2' planter	nationwide painting
4-47G	washer/dryer at patio	both	12/01/17	08/31/18	yes 7/18/18	ground and rough	bergkvist
ESCROW ACTIVITY							
UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
4-80K		12/06/17	01/09/18	01/18/18	01/30/18		
4-73C		02/22/17	04/06/18	04/12/18	04/24/18		
4-51J		12/21/17	01/05/18	01/05/18	01/17/18		
4-83E		02/09/18	04/13/18	04/18/18	04/30/18		
4-37F		02/22/18		07/18/18	07/30/18		
4-37A		04/03/18					
4-86B		05/22/18	07/19/18	05/31/18	08/03/18		
4-51G		05/22/18					
4-88I		06/05/18		07/12/18	07/24/18		
4-84G		06/20/18					
4-38A		06/21/18					
4-84G			07/11/18	07/18/18	07/30/18		
4-50G		07/18/18					
CONTRACTOR				PROJECT			
Total Landscape Maintenance-				on going now			
Tree Pruning:							
Fenn Pest Control -				service days are Monday and Wednesday			
Copper Re-piping Plumbing:				re-piping complete for this year - next 5 builidngs are set for july of 2019			
Abatement:				complete this year			
re-piping painting Kress:				complete this year			
Roofing Roofing Standards:				buildings; 77,79,85,86,88 - will be walking these buildings for skylights and stovehood counts and cold			
stove hoods & Piping Kress Conts:				same as above for 2018			
Concrete/Drains MJ Jurado:				contract is in place will be pot holing utilities soon - starting to pot hole 8/1/18			
Shareholder Visits and Mutual Requests							
4-39L - per phone convo no patio 3' landings only							
7-9-18 to 7-13-18 bldg. 52 repipe							
7/12/18 bldg. 73 abatement							
bldg. 74 repipe notification							
50J - check on ceiling							
7/16/18 to 7/20/18 bldg. 73 repipe							
52A check holes at ceiling							
52H no hot water							
52G check on washer mach.							
7/19/18 bldg. 74 abatement							
89I check on loud toilet noise and crack at cabinet							
post for insp. 46B and 46C							
roof insp. Bldg. 77							
insp. 46B and C							
89C check shower							

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND POLICY 7402 -WORKING HOURS – CONTRACTORS AND ADOPT POLICY 7402.04 – WORKING HOURS- CONTRACTORS (UNFINISHED BUSINESS ITEM A)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

At the July 11, 2018 Board Meeting, it was the consensus of the Board to postpone rescinding Policy 7402 – Working Hours – Contractors to the next Regular Board Meeting.

I move to rescind Policy 7402 – Working Hours – Contractors and adopt Policy 7402.04 – Working Hours – Contractors on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND MUTUAL FOUR****Working Hours – Contractors - All Mutuals Except 01, 02, 05, 09, 12, 14, and 15**

THAT NOTWITHSTANDING previous action by the Board, it is hereby resolved that contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday;

Mutual No. 7 Only (Effective 11-21-00) Replaces Above Paragraph

THAT contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday;

FURTHER, contractors shall be allowed to work on Saturdays on projects not requiring inspection by the GRF Physical Property Department and as agreed upon by the Mutual and Physical Property Supervisor;

FURTHER, contractors are not allowed to work on Sundays and holidays.

Mutual No. 17 Only (Effective 05-05-87)

FURTHER, construction work or repair work for units will not be done in the hallways of Mutual buildings. Workmen are to clean up after themselves.

<u>MUTUAL</u>	<u>ADOPTION</u>	<u>AMENDMENTS</u>	<u>RESCINDED</u>
ONE	(See Policy 7402.1)		
TWO	04-16-87		01-18-18
THREE	04-10-87		
FOUR	05-04-87		
FIVE	04-15-87 (See Policy 7402.5)		12-21-16
SIX	04-24-87		
SEVEN	04-17-87, 11-21-00		
EIGHT	04-26-87		
NINE	04-13-87 (see Policy 7402.09)		09-11-17
TEN	04-22-87		
ELEVEN	04-16-87		

(draft created on 8-01-18 ka)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND MUTUAL FOUR**

Working Hours – Contractors - All Mutuals Except 01, 02, 05, 09, 12, 14, and 15

<u>MUTUAL</u>	<u>ADOPTION</u>	<u>AMENDMENTS</u>	<u>RESCINDED</u>
TWELVE	See Policy 7402.1		
FOURTEEN	See Policy 7502.14		
FIFTEEN	See Policy 7502.15		
SIXTEEN	04-20-87		
SEVENTEEN	05-05-98 (see also 7402.17)		

MUTUAL OPERATIONS**PHYSICAL PROPERTY****ADOPT DRAFT****Working Hours – Contractors**

THAT contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday;

FURTHER, contractors shall be allowed to work on Saturdays on projects not requiring inspection by the GRF Physical Property Department and as agreed upon by the Mutual and Physical Property Supervisor;

FURTHER, contractors are not allowed to work on Sundays and holidays.

FURTHER, any violations may result in the privilege of working in Mutual Four and will be rescinded permanently.

MUTUAL**ADOPTION****AMENDMENTS**

FOUR

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE AMENDED PATIO PLANS FOR UNIT 39-L (UNFINISHED BUSINESS ITEM B)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

At the July 11, 2018 Mutual Four Board Meeting, the Board of Directors passed the following resolution, RESOLVED, To deny the amended patio plans for Unit 39-L until new plans are provided with a plan drawing.

On August 8, 2018, the Board of Directors will vote to approve/deny the amended patio plans for Unit 39-L.

I move to approve/deny the amended patio plans for Unit 39-L, as submitted.

MUTUAL OPERATIONS**PHYSICAL PROPERTY****Air Conditioning/HVAC/Heat Pump Units – Mutual Four Only**

RESOLVED THAT In order to conform to revised requirements of the City of Seal Beach, the Uniform Building Code and the Physical Property Department of Leisure World regulations, and

THAT in accordance with the previous practice of this Mutual and in conformity with the regulations of the Physical Property Department, the installation of air conditioning (HVAC) units in Mutual Four be approved and confirmed as follows:

THAT permission is granted by the Board to the Physical Property Department to issue permits for installation of air conditioners through the lower windows.

- 1) Ducted air conditioning/heat pumps shall be placed in front of an apartment unless the Board grants an exception. All new installations and change-outs will require a 4-inch-thick concrete slab. No blind shall be required.
 - a) Attic access for ducted units only: there must be attic access from the inside of the resident's unit (usually in the kitchen or bathroom) or from the outside (for end units only) so that the unit may be serviced and maintained. Attic access shall be a minimum 22" x 30" with a 5/8" type x drywall panel.
- 2) Ductless air conditioning/heat pumps shall be placed in front of an apartment unless the Board grants an exception. All new installations and change-outs will require a fiberglass base that is a minimum 4 inches. No blind shall be required.
- 3) All HVAC systems shall follow all current state and local codes. Both Golden Rain Foundation and City of Seal Beach permits are required.
- 4) All new installations shall conform to current local exterior noise standards. The air handler in the attic shall not exceed 44 DB.
- 5) All line sets and condensation lines shall be rodent-proofed. Condensation tie-ins:
 - a) Shall be at kitchen or bath sink trap using a Y-branch connection.
 - b) If unit is a remodel, run condensation line to washer/dryer hookup or y-branch tail piece at bath sink.

(Sep 10)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****Air Conditioning/HVAC/Heat Pump Units – Mutual Four Only**

- 6) Permits are required for wall heaters. In all construction work where wall heaters replace the original ceiling heat source, a metal conduit or armored cable shall be used for the last six feet of line running from the breaker box to the wall heater(s).
- 7) On the occasion of change of ownership, and with a charge against escrow, the following shall apply:
 - a) Ducted air conditioning/heat pumps: those systems not currently on a concrete base shall be corrected by having a 4-inch-thick concrete pad that is big enough for the unit installed
 - b) Ductless air conditioning/heat pumps: A fiberglass base is required.
 - c) During the pre-listing inspection, and at the seller's expense, existing heat pumps will be inspected and services, as needed, and condensation drain lines and line sets will be rodent-proofed.

MUTUAL ADOPTION

FOUR: 05-05-87

AMENDMENTS

03-05-01, 04-01-02, 05-01-06, 09-08-10

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPOINTMENT OF SOLAR COMMITTEE (NEW BUSINESS ITEM C)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

*I appoint _____ (Chair), _____, _____, as
the Mutual Four Solar Committee.*

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS/VOTE TO ADOPT POLICY 7490.PB.04 – PAYMENT AND PERFORMANCE BOND (NEW BUSINESS ITEM D)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

I move to adopt Policy 7490.pb.04 – Payment and Performance Bond on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS**ADOPT DRAFT****PHYSICAL PROPERTY****Payment and Performance Bond – Mutual Four**

RESOLVED, Performance Bond – permits for any construction work valued at more than \$10,000 performed in Mutual Four shall require a Performance Bond. The bond shall require sufficient funds in the event the work is not completed on time and according to approved plans and also to the satisfaction of Mutual Four for any reason. Exceptions are as follows:

1. The contractor is listed on the Physical Property list of approved contractors, and
2. The contractor has completed more than \$100,000 per year in contracts in Leisure World for the last three years.

MUTUAL **ADOPTION**

FOUR:

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY MR. C'S TOWING AGREEMENT FOR 2018-2019 (NEW BUSINESS ITEM E)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

At the August 9, 2017, Board Meeting the Mutual Four Board of Directors passed the following resolution; *RESOLVED, To have the President of Mutual Four sign Mr. C's Towing Agreement effective 2017-2018.*

I move to approve/deny the Mr. C's Towing Agreement for the towing of vehicles when there is a violation of Mutual Policy, effective 2018-2019, and authorize the President to sign the Agreement.

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT POLICY 7541 – CO-OCCUPANTS, QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS (NEW BUSINESS ITEM F)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

I move to adopt Policy 7541 – Co-occupants, Qualified Permanent Residents and Health Care Providers on a preliminary basis until the 30-day posting period is completed.

DRAFT**RESIDENT REGULATIONS****Co-Occupants, Qualified Permanent Residents and Health Care Providers**

The community facilities of the Golden Rain Foundation are maintained for the use of members of Leisure World Seal Beach with the following exceptions:

1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not members but are approved by the Mutuels to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9001 and 9002)
- b. In order to comply with section 51.3 of the California Civil Code, the following classes of citizens may reside in Leisure World Seal Beach.
 - i.) Is 55 years of age or older
 - ii.) Has completed the Co-Occupant Application
 - iii.) Has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the dwelling unit.
 - iv.) Has paid the required Amenities Fee to the Golden Rain Foundation

2. Qualified Permanent Residents

- a. Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)(2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9003 and 9004)

3. Health Care Providers

- a. Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****Co-Occupants and Qualified Permanent Residents**

The community facilities of the Golden Rain Foundation are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

1. **Co-Occupants**

Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuals to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061.

2. **Qualified Permanent Residents**

Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)(2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenity Fee listed in Policy 5061.

3. **Health Care Providers**

Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

Policy

Adopted: 31 Jan 95
Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

(May 18)

COMMUNITY OPERATIONS**RESIDENT CO-OCCUPANTS****Co-Occupant Agreements**

In order to comply with Section 51.3 of the California Civil Code, the following classes of citizens may reside in Seal Beach Leisure World:

1. Co-Occupant – a person who meets all of the following qualifications:
 - a. Is 55 years of age or older.
 - b. Has completed the co-occupant application
 - c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
 - d. Has paid the required Amenities fee to the Golden Rain Foundation.

Policy

Adopted: 12 Jun 85

Amended: 15 Apr 86

Amended: 12 Apr 94

Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

Application & Approval Co-Occupant

The following signed documents pertain to an application by a Shareholder-Members to seek approval by the Mutual Board to include a Co-Occupant in the residency of their unit. Note: A Co-Occupant has no ownership rights in the Leisure World unit. Please fill out the following attached documents:

- | | |
|---|-----------|
| <input type="checkbox"/> Sign Cover Sheet Disclosure | Pages 1-2 |
| <input type="checkbox"/> Co-Occupant Application Form | Pages 3-4 |
| <input type="checkbox"/> Co-Occupant Agreement | Pages 5-7 |

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

Amenities Fee \$3,054 and Setup Fee \$100.00 is paid: Receipt # _____

ID Card Received: _____ Date _____ Staff _____

Important! Please Sign: The Proposed Co-Occupant understands and agrees that the Shareholder-Members must be residing in the Unit full-time with the Co-Occupant and that the Co-Occupant has no rights of residency unless the Shareholder-Members are residing in the Unit full-time.

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder-Member Signature

x _____ Date: _____
Shareholder-Member Signature

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

Shareholder – A person who owns one share of Mutual Corporation stock in Leisure World Seal Beach, Mutuals 1 to 16, and lives in the Mutual as a resident. This term does not apply to Mutual 17. This term was originally defined in the Mutual Bylaws. "ARTICLE X. FISCAL MANAGEMENT. Section 7. Miscellaneous. That in the By-Laws of this corporation, the term "member" and "Shareholder" are used interchangeably and shall have the same meaning and refer to those individuals owning the shares of stock of this corporation."

Member – A person who is a member of the Golden Rain Foundation (GRF). Only resident Shareholders can become members of the GRF. Non-resident co-owners (NRCO) are NOT members of the GRF and cannot request co-occupant approval for the unit. This term is defined in the GRF-BYLAWS ARTICLE II. Membership, SECTION III.

Shareholder-Member – a person who is a Shareholder and a Member of the GRF.

Co-Occupant Application

Golden Rain Foundation

Stock Transfer Office

Mutual/Unit:

Confidential Information
Maintained In GRF Corporate File

Last Name	First Name	Middle Initial
Date of Birth	City and State of Birth	Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>
Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Widow <input type="checkbox"/> Widower <input type="checkbox"/> Domestic Partner <input type="checkbox"/>		Retired: Yes <input type="checkbox"/> No <input type="checkbox"/>
	If not retired, Current Occupation	Relationship to Shareholder- Members

Home Phone ()	E-Mail Address
Cell Phone ()	

IMPORTANT: NEXT-OF-KIN OR EMERGENCY CONTACT INFORMATION		
Name	Address	Relationship
Home Phone ()	Work Phone ()	Cell Phone ()

PLEASE ATTACH A COPY OF GOVERNMENT ISSUED PHOTO ID FOR PROOF OF AGE

Co-Occupant Application

Does the Co-Occupant have an expectation of ownership interest in the Shareholder-Members' Unit? _____

If yes, please describe your inheritance interest and attach any legal documents which support your future right of inheritance such as a Certification of Trust, Court Order or other.

We hereby certify and declare under penalty of perjury, that the foregoing information is true and correct.

Date this _____ day of _____, 20____, at Seal Beach Leisure World.

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Agreement

Mutual & Unit: _____

This **"AGREEMENT"** made and entered into this _____ day of _____, 20____ by and between Seal Beach Mutual No. _____ (hereinafter referred to as the **"CORPORATION"**, a Corporation having its principle office and place of business in Orange County, CA, and the Shareholder-Member: _____ and the Co-Occupant: _____.

WHEREAS, the corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World, Seal Beach, Orange County, California, with the intent that its stockholders (Shareholder-Members) shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the Shareholder-Members are the owner and holder of one share of common capital stock, Series _____ of the Corporation and have a bona fide intention to reside in the project, and the Co-Occupant is qualified as a senior citizen pursuant to Civil Code 51.3 (C) (2).

NOW THEREFORE, in consideration of the Mutual, promises contained herein, the Corporation hereby consents to the Co-Occupant residing with the Shareholder-Members in Unit No. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The Shareholder-Members hereby covenant and agrees to pay the Golden Rain Foundation an amount equal to the then current Amenities Fee payable in the same amount as is required of all Shareholder-Members at Leisure World.

ARTICLE 2. CARRYING CHARGES

The Co-Occupant acknowledges, covenants and agrees that in order to maintain residence with the Shareholder-Members that it is necessary that all monthly carrying charges as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Shareholder-Members be paid.

ARTICLE 3. OCCUPANCY AGREEMENT

The Co-Occupant acknowledges reading the Occupancy Agreement existent between the Corporation and the Shareholder-Members and agrees to be bound by all of the terms and provisions therein contained as to residency, and the fact that said apartment is to be used for residential purposes only. The Co-Occupant agrees and acknowledges that

the Co-Occupant, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 4.

The Co-Occupant agrees that no right held by the Co-Occupant to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Co-Occupant will be allowed to reside with the Co-Occupant.

ARTICLE 5.

The Co-Occupant is entitled to use any and all of the facilities furnished and provided for Members of the Foundation at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of Occupancy with the Shareholder-Members.

ARTICLE 6.

The Co-Occupant covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws, and rules of the Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the apartment is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her acts and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Shareholder-Members and the Co-Occupant, and that there exists between the Shareholder-Members and the Corporation, a Landlord-Tenant relationship. The Co-Occupant acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be qualified pursuant to the provisions of California Civil Code 51.3 (2) (B).

FURTHER: The Co-Occupant covenants and agrees that he/she has, pursuant to Civil Code, **NO RIGHT** to continue residence in the event of death, dissolution of marriage, upon hospitalization or other prolonged absence of the Shareholder-Members.

ARTICLE 7.

Co-Occupant understands that though they have an ID card for use of the community facilities, Co-Occupant may not attend monthly or Annual Mutual Shareholder-Member Meetings, or hold office, or participate in any governing process of the Mutual Corporation in which they reside or of the Golden Rain Foundation.

Co-Occupant Agreement

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No. _____ Unit No. _____

This AGREEMENT made and entered into this _____ day of _____, 20____ by and between SEAL BEACH MUTUAL No. _____ (hereinafter referred to as the "Corporation"), a Corporation having its principal office and place of business in Orange County, California, and _____ (hereinafter referred to as "Shareholder-Member") and _____ (hereinafter referred to as "Shareholder-Member") and _____ (hereinafter referred to as "Qualified Permanent Resident");

WHEREAS, the Corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World (hereinafter called "Leisure World"), Seal Beach, Orange County, California, with the intent that its stockholders (hereinafter called "Shareholder-Member(s)") shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the "Shareholder-Member(s)" is the owner and holder of one share of common capital stock, Series _____ of the Corporation and has a bona fide intention to reside in the project, and the Qualified Permanent Resident is qualified pursuant to Civil Code §51.3 to reside with the Shareholder-Member(s);

NOW THEREFORE, in consideration of the Mutual promises contained herein, the Corporation hereby consents to the Qualified Permanent Resident residing with the "Shareholder-Member(s)" in Dwelling Unit NO. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The "Shareholder-Member(s)" hereby covenant and agrees to pay to the Golden Rain Foundation GRF an amount equal to the then current Amenities Fee in the same amount as is required of all Shareholder-Members at Leisure World.

ARTICLE 2. OCCUPANCY AGREEMENT

The Qualified Permanent Resident acknowledges reading the Occupancy Agreement existent between the Corporation and the "Shareholder-Member(s)" and agrees to be bound by all the terms and provisions therein contained as to residency, and the fact that said unit is to be used for residential purposes only. The Qualified Permanent Resident agrees and

QUALIFIED PERMANENT RESIDENT AGREEMENT

acknowledges that the Qualified Permanent Resident, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 3.

The Qualified Permanent Resident agrees that no right held by the Qualified Permanent Resident to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Qualified Permanent Resident will be allowed to reside with the Qualified Permanent Resident.

ARTICLE 4.

The Qualified Permanent Resident is entitled to use any and all of the facilities furnished and provided for Shareholder-Members of the Golden Rain Foundation at Leisure World and the Qualified Permanent Resident shall be entitled to enjoy said facilities together with the right of occupancy with the Shareholder-Members.

ARTICLE 5.

The Qualified Permanent Resident covenants and agrees that he/she will comply with any and all pertinent regulations, bylaws, and rules of Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Qualified Permanent Resident acknowledges, that by his/her act and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Member and the Qualified Permanent Resident, and that there exists between the Shareholder-Members and the Corporation a Landlord-Tenant relationship. The Qualified Permanent Resident acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be a Qualified Permanent Resident pursuant to the provisions of California Civil Code §51.3.

QUALIFIED PERMANENT RESIDENT AGREEMENT

SEAL BEACH MUTUAL NO. _____ UNIT _____ SHAREHOLDER-MEMBER(S)

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

By: _____ Date: _____
(Authorized Signature or Legal Guardian)

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

SHAREHOLDER-MEMBERS NAMES _____

MUTUAL _____ **UNIT** _____

1. Name of Qualifying Permanent Resident: _____
2. Address of Qualifying Permanent Resident: _____
3. Reason for request to admit Qualifying Permanent Resident (QPR):

4. Is the QPR the spouse or cohabitant of one of the Shareholder-Members? _____
5. Does the QPR have an ownership interest in the Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership? _____
If yes, please describe the basis of the ownership interest and attach a copy of any documents showing such ownership interest (attach a separate page if necessary)

6. Does the QPR have an expectation of an ownership interest in the Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership? _____
If yes, please describe the source or basis of the expectation of an ownership interest and attach a copy of any document which describes or reveals the basis for such expectation of ownership (attach a separate page if necessary).

The Mutual requires that the **Qualifying Permanent Resident** be **interviewed** by a member of the Board of Directors. You will be contacted to schedule an appointment for the interview. Please provide a telephone number:

PHONE: _____

We certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at **Seal Beach**, California.

QUALIFIED PERMANENT RESIDENT (QPR)

Print Name of QPR

Authorized Signature

Date:

Print Name of Shareholder-Member

Signature of Shareholder-Member

Date:

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

Print Name of Shareholder-Member

Signature of Shareholder-Member

Date: _____

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

☐ APPROVED ☐ DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By _____ Title _____ Date _____
(Authorized Signature)

Mutual Corporation No. Four

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS SELECTION OF BOARD DIRECTOR (NEW BUSINESS ITEM G)
DATE: AUGUST 8, 2018
CC: MUTUAL FILE

At the July 11, 2018 Board Meeting, the Board accepted with regret the resignation of Director Tom Gerrity, and postponed the appointment of a new Mutual Four Director until the next regular Board meeting.

I move to appoint, _____ to the Mutual Four Board of Directors, for the remaining 2018-2019 term of office.