

**MINUTES OF THE REGULAR MONTHLY MEETING OF
THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FOUR
October 10, 2018**

The Regular Monthly Meeting of the Board of Directors of Seal Beach Mutual Four was called to order, following the Open Forum for shareholders to address the Board, by President Slater at 9:30 a.m. on Wednesday, October 10, 2018 in the Administration Building Conference Room A.

ROLL CALL

Present: President Slater, Vice President Levitt, Secretary Russell, CFO Smith, Directors Kuhl, Lessin, and Goecke

GRF Representative: Ms. Gerber

Guests: Six shareholders of Mutual Four

Staff: Ms. Miller, Finance Director
Ms. Hopkins, Mutual Administration Director
Mr. Black, Building Inspector
Ms. Villalobos, Recording Secretary

MINUTES

The September 12, 2018, Regular Minutes were approved with one correction on page two.

EMERGENCY AGENDA ITEM:

President Slater duly made a MOTION to amend today's agenda of October 10, 2018 by adding extension of Telecommunications Agreement, it was seconded by Director Kuhl.

RESOLVED, To amend today's agenda of October 10, 2018 by adding Extension of Telecommunications Agreement to New Business Item C.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Director Kuhl and seconded by Director Goecke, it was

RESOLVED, To amend today's agenda of October 10, 2018 by adding banning the use of toxic chemicals in Mutual Four to New Business Item D.

The MOTION passed.

SECRETARY'S REPORT / CORRESPONDENCE

Secretary Russell received no correspondence.

GRF REPRESENTATIVE

Ms. Gerber presented her report (attached).

BUILDING INSPECTOR'S REPORT

Inspector Black presented his report (attached).

GUEST SPEAKER

Ms. Miller presented the 2019 Budget. Following a discussion, and upon a MOTION duly made by Secretary Russell and seconded by Director Kuhl, it was

RESOLVED, To approve the 2019 Operating Budget for Mutual Four of \$1,750,800, resulting in a regular monthly assessment of \$368.43 per apartment per month, for an increase of \$10.69 per month, which includes the GRF increase over the total regular assessment of 2018, as presented, and to adopt this budget forthwith.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Secretary Russell and seconded by CFO Smith, it was

RESOLVED, To accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit and authorize the President to sign the letter.

The MOTION passed.

UNFINISHED BUSINESS

Following a discussion, and upon a MOTION duly made by CFO Smith and seconded by Director Lessin, it was

RESOLVED, To rescind Policy 7501- Pet Ownership and adopt Policy 7501.04 – Pet Ownership on a preliminary basis until the 30-day posting period is completed.

The MOTION passed.

UNFINISHED BUSINESS (continued)

Following a discussion and upon a MOTION duly made by Director Kuhl and seconded by Secretary Russell, it was

RESOLVED, To amend Policy 7499.04 – Air-Conditioning/HVAC/Heat Pump Units on a preliminary basis until the 30-day posting period is completed.

The MOTION passed.

NEW BUSINESS

Following a discussion and upon a MOTION duly made by Secretary Russell and seconded by Director Kuhl, it was

WHEREAS, Seal Beach Mutual No. Four (“Mutual 4”) is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

WHEREAS, Golden Rain Foundation (hereinafter “GRF”), through its volunteer Board of Directors, is the trustee under the Declaration of Trust (“Trust”), which grants GRF the authority to manage and govern trust property and community facilities, all within what is known as Leisure World, Seal Beach (“Leisure World”), consisting of sixteen (16) Mutuels (hereinafter the “Mutuels”), each of which is responsible to manage and govern their respective project (“Project”);

WHEREAS, Mutual 4, through its volunteer Board of Directors (“Board”), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under Mutual 4’s governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which grant Mutual 4 the authority to manage and govern the affairs of the properties within Mutual 4;

WHEREAS, the Management Agreements between GRF and each Mutual state that GRF has the duty to “operate and maintain the Project according to the highest standards achievable consistent with the overall plan of the [Mutual] and the interests of the consenting parties...GRF shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.” (Management Agreement, FOURTH, Section (m) (Mutuals 1-11; 14-15; 17); FOURTH (o) (Mutual 12); FOURTH (n) (Mutual 16));

WHEREAS, Article V, Section 2 of GRF’s Bylaws state: “[T]he business and affairs of the Corporation shall be carried on and conducted by the Board of Directors. All corporate powers shall be exercised by and through the Board of Directors;”

WHEREAS, GRF entered into a Telecommunications Services Agreement (“Agreement”) with Superwire Telecom Inc., to provide certain telecommunications services to GRF;

WHEREAS, the Agreement will expire on February 18, 2019, and the GRF Board, based on the request of the Mutuals, seeks to extend the Agreement for another term;

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of Mutual 4 hereby authorizes the Board of Directors of GRF to extend the Agreement with Superwire Telecom Inc. to extend the term of the Agreement until June 30, 2022.

NOW THEREFORE, BE IT FURTHER RESOLVED, The Board of Directors of GRF is hereby authorized on behalf of Mutual 4 to carry out the purpose of this Resolution.

The MOTION passed.

The Board appointed Vice President Levitt as Chair, and Director Goecke as Committee Member to the Mutual Four Patio and Porch Policy Committee.

NEW BUSINESS (continued)

Following a discussion and upon a MOTION duly made by CFO Smith and seconded by Director Goecke, it was,

RESOLVED, To ban the use of Toxic Chemicals in all shareholders and mutual lawns, gardens and sidewalk areas.

The MOTION passed.

CHIEF FINANCIAL OFFICER'S REPORT

CFO Smith presented her financial report (attached).

MUTUAL ADMINISTRATION DIRECTOR'S COMMENTS

Ms. Hopkins presented the Mutual Administration report (attached).

COMMITTEE REPORTS

Emergency Information Committee and MAC

Director Kuhl presented her reports.

Landscape Committee

CFO Smith presented the report.

Social Committee

CFO Smith presented her report.

Physical Property

Secretary Russell presented his report.

DIRECTORS' COMMENTS

No Directors' comments were made.

SHAREHOLDER COMMENTS

No Shareholder comments were made.

ADJOURNMENT

There being no further business to conduct, President Slater adjourned the meeting at 11:52 a.m. and announced there would be an Executive Session following the meeting to discuss member issues.



Attest, Jon Russell, Secretary
SEAL BEACH MUTUAL FOUR
cv:10/10/18
Attachments

**RESOLUTIONS IN THE REGULAR
MONTHLY MEETING OF OCTOBER 10, 2018**

10/10/18 RESOLVED, To amend todays agenda of October 10, 2018 by adding Extension of Telecommunications Agreement to New Business Item "c".

RESOLVED, To amend todays agenda of October 10, 2018 by adding banning the use of toxic chemicals in Mutual Four to New Business Item "d".

RESOLVED, To approve the 2019 Operating Budget for Mutual Four of \$1,750,800, resulting in a regular monthly assessment of \$368.43 per apartment per month, for an increase of \$10.69 per month, which includes the GRF increase over the total regular assessment of 2018, as presented, and to adopt this budget forthwith.

RESOLVED, To accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit and authorize the President to sign the letter.

RESOLVED, To rescind Policy 7501- Pet Ownership and adopt Policy 7501.04 – Pet Ownership on a preliminary basis until the 30-day posting period is completed.

RESOLVED, To amend Policy 7499.04 – Air-Conditioning/HVAC-/Heat Pump Units on a preliminary basis until the 30-day posting period is completed

President Slater appointed Vice President Levitt as Chair, and Director Goecke as Committee Members to the Mutual Four Patio and Porch Policy Committee.

WHEREAS, Seal Beach Mutual No. Four ("Mutual 4") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

WHEREAS, Golden Rain Foundation (hereinafter "GRF"), through its volunteer Board of Directors, is the trustee under the Declaration of Trust ("Trust"), which grants GRF the authority to manage and govern trust property and community facilities, all within what is known as Leisure World, Seal Beach ("Leisure World"), consisting of sixteen (16) Mutuels (hereinafter the "Mutuals"), each of which is responsible to manage and govern their respective project ("Project");

WHEREAS, Mutual 4, through its volunteer Board of Directors ("Board"), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under Mutual 4's governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy

4 the authority to manage and govern the affairs of the properties within Mutual 4;

WHEREAS, the Management Agreements between GRF and each Mutual state that GRF has the duty to “operate and maintain the Project according to the highest standards achievable consistent with the overall plan of the [Mutual] and the interests of the consenting parties...GRF shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.” (Management Agreement, FOURTH, Section (m) (Mutuals 1-11; 14-15; 17); FOURTH (o) (Mutual 12); FOURTH (n) (Mutual 16));

WHEREAS, Article V, Section 2 of GRF’s Bylaws state: “[T]he business and affairs of the Corporation shall be carried on and conducted by the Board of Directors. All corporate powers shall be exercised by and through the Board of Directors;”

WHEREAS, GRF entered into a Telecommunications Services Agreement (“Agreement”) with Superwire Telecom Inc., to provide certain telecommunications services to GRF;

WHEREAS, the Agreement will expire on February 18, 2019, and the GRF Board, based on the request of the Mutuals, seeks to extend the Agreement for another term;

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of Mutual 4 hereby authorizes the Board of Directors of GRF to extend the Agreement with Superwire Telecom Inc. to extend the term of the Agreement until June 30, 2022.

NOW THEREFORE, BE IT FURTHER RESOLVED, The Board of Directors of GRF is hereby authorized on behalf of Mutual 4 to carry out the purpose of this Resolution.

RESOLVED, To ban the use of Toxic Chemicals in all shareholders and mutual lawns, gardens and sidewalk areas

GRF Director for Mutual Four
October 10, 2018

Lots of things are happening in our community to improve our life and protect our investment here in Leisure World Seal Beach. The medians and roads on St. Andrews will be completed very soon. It was decided to cut back on the rocks and plants in the "sample" median on St. Andrews South to save money and make more room for plant growth.

Sale prices of units are 1.2% higher than last year. This is important to each of us because the initial GRF membership fee (currently \$3054 per resident) helps cover the cost of maintaining our current GRF properties such as the gym, pool and club houses. It also provides funds to build new facilities for our enjoyment (such as the new Veteran's park area).

An interesting trend is happening right now in the sale of units. The number of residents is down by about 500 people. That means there are more single people moving in than in prior years.

The residents of Mutual 15 and Mutual 16 are currently voting to merge their two mutuals. Mutual 16 was the original "models" of Leisure World. This would become official if approved by early next year.

Marsha Serber

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(04) FOUR**

INSPECTOR: **Kevin Black**

MUTUAL BOARD MEETING DATE: **October 10th 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	4 6/14/18-lath 6/14/18	scarini const. jerry 5625333522
4-80G	washer/dryer/coounters	both	06/18/18	08/18/18	NO	round and rough 8/1/18	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.
4-47G	washer/dryer at patio	both	12/01/17	08/31/18	yes 7/18/18	and rough 8/1/18	bergkvist
4-87F	two zone heat pump	both	09/10/18	12/10/18	no		greenwood
4-43A	ducted fau	both	09/10/18	12/10/18	no		greenwood
4-74E	heat pump	both	08/27/18	09/27/18	no		alpine
4-52F	ductless heat pump	both	09/05/18	10/05/18	no		alpine
4-80E	dishwasher	both	09/10/18	10/31/18	no		BA construction
4-86B	washer/dryer	both	09/01/18	11/30/18	no		ace maint.
4-80F	ductless heat pump	both	10/09/18	11/09/18	no		alpine

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		
4-37A		04/03/18					
4-51G		05/22/18					
4-84G		06/20/18					
4-38A		06/21/18					
4-50G		07/18/18					
4-87K		08/30/18					
4-81D		08/30/18					
4-88J		08/17/18	09/24/18	09/24/18	10/04/18		
4-74F				09/12/18	09/24/18		
4-37I		08/29/18	10/09/18				
4-82H		09/14/18					
4-78G		09/26/18					
4-76E		09/28/18					

CONTRACTOR	PROJECT
Total Landscape Maintenance- Tree Pruning:	on going now
Fenn Pest Control -	service days are Monday and Wednesday
Copper Re-piping	CRS: re-piping complete for this year - next 5 builidngs are set for july of 2019
Abatement	ERC: complete this year
re-piping painting	Kress: complete this year
Roofing	Roofing Standards: start date for bldg. 77 is Nov. 5th
stove hoods & Piping	Kress Const: same as above for 2018
dry rot / termite / attic repair	B.A. Const: building repairs / attic repairs while roofing project going on
Concrete/Drains	MJ Jurado: complete

Shareholder Visits and Mutual Requests	
4-84G patio Bod approval needed	
74G/H tl issue	
37G porch lite wires	
45F termites	
84G patio layout	
79J skylites for roofing	

FINANCIAL RECAP -SEPTEMBER 2018

	Monthly Actual	Monthly Budget	Variance	YTD Actual	YTD Budget	Variance
Income	149,601	147,965	1,636	1,326,886	1,331,685	-4,799
Reserves	47,085	47,085	0	423,765	423,765	0
Expenses	107,526	100,882	6,644	975,303	907,938	67,365
Total Expenses	154,611	147,967	6,644	1,399,068	1,331,703	67,365
Income/Expense	-5,010	-2	-5,008	-72,182	-18	-72,164
Add Back Depreciation	6,487			61,998		
Adjusted	1,477			-10,184		

Our unrestricted cash for month end is \$376,221 restricted reserve accounts total \$1,855,359

Reserves:

Appliance	\$3,105
Painting	\$40,677
Operating	\$25,000
Roofing	\$1,310,272
Emergency	\$121,708
Infrastructure	\$354,597
 Total Reserves	 \$1,855,359

About the same this month - \$10,184 over budget. Two major line items that are causing the problems: water is \$9,749 over budget and inspection fees income are under budget \$9,732. Not much we can do about either one.

We approved our 2019 budget at the board meeting today. Mutual assessment for 2019 will increase \$5.19.

2019 Major Line items

Income From Services

Laundry Machines	0.95	Income reduced - lease program
Inspection Fees	1.05	Income reduction - reduced sales

Expenses

Water	4.79	Estimate increase 2019 - hope NOT!
Standard Service	(2.65)	Expense reduction - lease program washer/dryer repair
Reserves	2.52	Lower than most years - no washer/dryer replacement
Misc Line Item Expenses	(1.47)	

Regular Assessment	5.19
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GRF passed an increase of \$5.50; total increase \$10.69

The CFO Council heard a report from Vicki Burdman, Mutual 4 shareholder, regarding the dangers of toxic chemicals. Fortunately Mutual 4 is organic. We also reviewed a completed comparison analysis of overhead items for each mutual.

LANDSCAPE

We are in the process of taking grass down and re-seeding. Will look wonderful for Thanksgiving. Attention: DO NOT TOUCH YOUR GRASS!! The turf area belongs to the Mutual and Total Landscape is in charge of the project. If there are any issues please report to your director; do not take it upon yourself to mess with the lawns. And please, give the seed a chance to grow - no complaints until December.

Looks like tree trimming will start early November. Total will provide a list of trees and directors can add to that list. Gutter cleaning will follow.

Total Landscape uses a non-toxic weed killer called Weed Rot. It is a Natural Systemic Post Emergency non-Selective Weed Killer. I will be entering a motion today: "Ban the use of toxic chemicals in Mutual 4 in the lawn, garden and sidewalk areas."

Feel free to call me with any questions. I may not be home but if you leave a message I WILL return the call or forward to the appropriate person for resolution. 562-296-8518.

Susan G. Smith

Leisure World Mutual 4
Profit & Loss Budget vs. Actual
September 2018

	Sep 18	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
ASSESSMENT			
Regular Assessment - Mutual 4	34,111.00	34,111.00	0.00
Reserves Assessment	47,085.00	47,085.00	0.00
GRF Assessment	60,469.00	60,469.00	0.00
Total ASSESSMENT	141,665.00	141,665.00	0.00
FINANCIAL INCOME			
Interest Income - Other Taxable	69.00	49.00	20.00
Interest Income - Taxable	2,639.00	2,085.00	554.00
Late Charges	-12.00	0.00	-12.00
Total FINANCIAL INCOME	2,696.00	2,134.00	562.00
SERVICES INCOME			
Inspection Fees	1,000.00	2,748.00	-1,748.00
Laundry Machines	-205.00	1,418.00	-1,623.00
Merchandise Sales	0.00	0.00	0.00
Miscellaneous	4,445.00	0.00	4,445.00
Total SERVICES INCOME	5,240.00	4,166.00	1,074.00
Total income	149,601.00	147,965.00	1,636.00
Cost of Goods Sold			
GRF MAINTENANCE FEE	60,469.00	60,469.00	0.00
Total COGS	60,469.00	60,469.00	0.00
Gross Profit	89,132.00	87,496.00	1,636.00
Expense			
PROFESSIONAL FEES			
Investment Fees	0.00	0.00	0.00
Legal Fees	296.00	277.00	19.00
Management Fee	222.00	222.00	0.00
Total PROFESSIONAL FEES	518.00	499.00	19.00
SERVICES			
Escrow Expense	0.00		
Landscape - Contract	13,020.00	13,159.00	-139.00
Landscape - Extras	0.00	832.00	-832.00
Miscellaneous Services	141.00	182.00	-41.00
Painting	0.00	127.00	-127.00
Pest Control	1,072.00	899.00	173.00
Standard Service	4,959.00	4,966.00	-7.00
Structural Repairs	0.00	748.00	-748.00
Total SERVICES	19,192.00	20,913.00	-1,721.00
TAXES & INSURANCE			
Hazard/Liability Insurance	8,940.00	8,811.00	129.00
State & Federal taxes	564.00	349.00	215.00
Total TAXES & INSURANCE	9,504.00	9,160.00	344.00
UTILITIES			
Electricity	1,681.00	1,501.00	180.00
Trash	3,342.00	3,243.00	99.00
Water	6,333.00	5,097.00	1,236.00
Total UTILITIES	11,356.00	9,841.00	1,515.00
RESERVE FUNDING			
Emergency Reserve	208.00	208.00	0.00
Roof	13,167.00	13,167.00	0.00
Paint	953.00	953.00	0.00

4:09 PM

10/08/18

Accrual Basis

Leisure World Mutual 4
Profit & Loss Budget vs. Actual
September 2018

	Sep 18	Budget	\$ Over Budget
Infrastructure	28,590.00	28,590.00	0.00
Appliances	4,167.00	4,167.00	0.00
Total RESERVE FUNDING	47,085.00	47,085.00	0.00
DEPRECIATION	6,487.00	0.00	6,487.00
Total Expense	94,142.00	87,498.00	6,644.00
Net Ordinary Income	-5,010.00	-2.00	-5,008.00
Net Income	<u>-5,010.00</u>	<u>-2.00</u>	<u>-5,008.00</u>

Leisure World Mutual 4
Profit & Loss Budget vs. Actual YTD Report B
 January through September 2018

	Jan - Sep 18	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
ASSESSMENT			
Regular Assessment - Mutual 4	306,999.00	306,999.00	0.00
Reserves Assessment	423,765.00	423,765.00	0.00
GRF Assessment	544,221.00	544,221.00	0.00
Total ASSESSMENT	1,274,985.00	1,274,985.00	0.00
FINANCIAL INCOME			
Interest Income - Other Taxable	519.00	441.00	78.00
Interest Income - Taxable	19,568.00	18,765.00	803.00
Late Charges	262.00	0.00	262.00
Total FINANCIAL INCOME	20,349.00	19,206.00	1,143.00
SERVICES INCOME			
Inspection Fees	15,000.00	24,732.00	-9,732.00
Laundry Machines	12,072.00	12,762.00	-690.00
Miscellaneous	4,480.00	0.00	4,480.00
Total SERVICES INCOME	31,552.00	37,494.00	-5,942.00
Total Income	1,326,886.00	1,331,685.00	-4,799.00
Cost of Goods Sold			
GRF MAINTENANCE FEE	536,543.00	544,221.00	-7,678.00
Total COGS	536,543.00	544,221.00	-7,678.00
Gross Profit	790,343.00	787,464.00	2,879.00
Expense			
PROFESSIONAL FEES			
Legal Fees	458.00	2,493.00	-2,035.00
Management Fee	1,998.00	1,998.00	0.00
Total PROFESSIONAL FEES	2,456.00	4,491.00	-2,035.00
SERVICES			
Landscape - Contract	118,716.00	118,431.00	285.00
Landscape - Extras	3,450.00	7,488.00	-4,038.00
Miscellaneous Services	3,331.00	1,638.00	1,693.00
Painting	1,777.00	1,143.00	634.00
Pest Control	9,594.00	8,091.00	1,503.00
Standard Service	45,831.00	44,694.00	1,137.00
Structural Repairs	7,785.00	6,732.00	1,053.00
Total SERVICES	190,484.00	188,217.00	2,267.00
TAXES & INSURANCE			
Hazard/Liability Insurance	80,460.00	79,299.00	1,161.00
State & Federal taxes	4,216.00	3,141.00	1,075.00
Total TAXES & INSURANCE	84,676.00	82,440.00	2,236.00
UTILITIES			
Electricity	14,454.00	13,509.00	945.00
Trash	29,070.00	29,187.00	-117.00
Water	55,622.00	45,873.00	9,749.00
Total UTILITIES	99,146.00	88,569.00	10,577.00
RESERVE FUNDING			
Emergency Reserve	1,872.00	1,872.00	0.00
Roof	118,503.00	118,503.00	0.00
Paint	8,577.00	8,577.00	0.00
Infrastructure	257,310.00	257,310.00	0.00
Appliances	37,503.00	37,503.00	0.00
Total RESERVE FUNDING	423,765.00	423,765.00	0.00

Leisure World Mutual 4
Profit & Loss Budget vs. Actual YTD Report B
January through September 2018

	Jan - Sep 18	Budget	\$ Over Budget
DEPRECIATION	61,998.00	0.00	61,998.00
Total Expense	862,525.00	787,482.00	75,043.00
Net Ordinary Income	-72,182.00	-18.00	-72,164.00
Net Income	<u>-72,182.00</u>	<u>-18.00</u>	<u>-72,164.00</u>

**Seal Beach Mutual Four
Operating Budget
Year Ended December 31, 2019**

	Average Monthly Per Apartment			Operating Budget In Dollars		
	2019	2018	Change	2019	2018	Change
396						
Apartments						
Electricity	3.26	3.79	(0.53)	15,492	18,010	(2,518)
Water	17.66	12.87	4.79	83,920	61,158	22,762
Trash	8.54	8.19	0.35	40,582	38,919	1,663
Total Utilities	29.46	24.85	4.61	139,994	118,087	21,907
Management Fee	0.56	0.56	0.00	2,661	2,661	0
Legal Fees	0.11	0.70	(0.59)	523	3,326	(2,803)
Investment Fees	0.00	0.00	0.00	0	0	0
Total Professional Fees	0.67	1.26	(0.59)	3,184	5,987	(2,803)
Landscape - Contract	34.64	33.23	1.41	164,609	157,909	6,700
Landscape - Extras	1.47	2.10	(0.63)	6,985	9,979	(2,994)
Green Waste Bins	0.00	0.00	0.00	0	0	0
Painting	0.42	0.32	0.10	1,996	1,521	475
Pest Control	2.29	2.27	0.02	10,882	10,787	95
Structural Repairs	1.68	1.89	(0.21)	7,983	8,981	(998)
Miscellaneous Services	0.11	0.46	(0.35)	523	2,186	(1,663)
Escrow Expenses	0.00	0.00	0.00	0	0	0
Standard Service	9.89	12.54	(2.65)	46,997	59,590	(12,593)
Total Services	50.50	52.81	(2.31)	239,975	250,953	(10,978)
State & Federal Taxes	1.04	0.88	0.16	4,942	4,182	760
Property & Liability Insurance	20.29	22.25	(1.96)	96,418	105,732	(9,314)
Total Taxes & Insurance	21.33	23.13	(1.80)	101,360	109,914	(8,554)
Operating Expenses	101.96	102.05	(0.09)	484,513	484,941	(428)
Income from Services						
Merchandise Sales	0.00	0.00	0.00	0	0	0
Laundry Machines	2.63	3.58	(0.95)	12,498	17,012	(4,514)
Total Services Income	2.63	3.58	(0.95)	12,498	17,012	(4,514)
Financial Income						
Interest Income	4.59	5.39	(0.80)	21,812	25,613	(3,801)
Interest Income Allocation	0.00	0.00	0.00	0	0	0
Late Charges	0.02	0.00	0.02	95	0	95
Inspection Fees	5.89	6.94	(1.05)	27,989	32,979	(4,990)
Miscellaneous	0.02	0.00	0.02	95	0	95
Total Financial Income	10.52	12.33	(1.81)	49,991	58,592	(8,601)
Operating Income	13.15	15.91	(2.76)	62,489	75,604	(13,115)
Net Operating Cost	88.81	86.14	2.67	422,024	409,337	12,687
Reserve Funding	121.42	118.90	2.52	577,010	565,023	11,987
Total Mutual Operating Costs	210.23	205.04	5.19	999,034	974,360	24,674
Allocated Trust Cost	158.20	152.70	5.50	751,766	725,630	26,136
Regular assessment	368.43	357.74	10.69	1,750,800	1,699,990	50,810

Property taxes are assessed to the stockholder's unit and are added to the regular assessment and become part of the monthly payment. Accordingly, they are excluded from the operating budget.

Mutual Administration Director's Report OCTOBER 2018

Candle Fire Safety

Don't let this



turn into this



With the holiday season rapidly arriving and with cooler fall temperatures here, many of us enjoy the warmth and light offered by a candle. Candles are decorative, come in many pleasing aromas, and can offer ready and simple light during power outages and emergencies. BUT the use of candles has also resulted in the following statistics (as provided by the U.S. Fire Administration):

- On average, 42 home candle fires are reported every day.
- More than half of all candle fires start when something that could burn, such as furniture, mattresses or bedding, curtains, or decorations too close to the candle.
- In one-fifth (20%) of candle fires, the candles are unattended or abandoned.
- Over one-third (36%) of home candle fires begin in the bedroom.
- Falling asleep is a factor in 12% of home candle fires and 36% of the associated deaths.
- December is the peak time of year for home candle fires. In December, 13% of home candle fires begin with decorations compared to 4% the rest of the year.
- One-half of home candle fire deaths occur between 12:00 midnight and 6:00 a.m.
- Young children and older adults have the highest death risk from candle fires.
- The risk of fatal candle fires appears higher when candles are used for light.

If you use a candle, please make sure to follow the following candle safety tips:

- Consider using battery-operated or electric flameless candles and fragrance warmers, which can look, smell, and feel like real candles – without the flame.
- If you do use candles, ensure they are in sturdy metal, glass, or ceramic holders, and placed where they cannot be easily knocked over.
- Avoid using candles in bedrooms and sleeping areas.
- Extinguish candles after use and before going to bed.
- Keep candles at least 12 inches from anything that can burn.
- Keep candles out of the reach of children and pets.
- Set a good example by using matches, lighters, and fire carefully.
- Never use a candle where medical oxygen is being used. The two can combine to create a large, unexpected fire.
- **Always use a flashlight – not a candle – for emergency lighting.**
- Never put candles on a Christmas tree.
- When using in-home worship, do not place lit candles in windows where blinds and curtains can close over them, or pass handheld candles from one person to another. To lower the risk of fire, candles should be used by only a few designated adults.
- **And NEVER leave burning candles unattended!**

* **Remember! Candle fires are PREVENTABLE. The top six days for home candle fires are:**

- Halloween
- Thanksgiving
- December 23
- Christmas Eve
- Christmas Day
- New Year's Day

In the event of a fire, remember time is the biggest enemy and every second counts!

Escape first, and then call 911 for help. Develop a home fire escape plan and practice it frequently, and do not forget about that important emergency “grab-and-go bag”. Never stand up in a fire, always crawl low under the smoke, and try to keep your mouth covered. Never return to a burning building for any reason: it may cost you your life.



MEAL PROGRAMS

Meals on Wheels of Long Beach

Meals are delivered Monday-Friday to your door between 10:30 am through 12:30 pm by a trained and caring Friendly Visitor. All meals are prepared with only the finest and freshest ingredients. Meals are flavorful, without added salt and meet the dietary needs of our clients. Cost is \$41.25 per week which includes a hot meal plus a sandwich or salad. Financial funding available. (562) 439-5000 or www.mowlb.org

Senior Serv Donation Based Program

This government funded home delivery program prepares and delivers three meals per day, Monday through Friday to homebound, frail, socially isolated seniors. The meals consist of breakfast, a cold lunch, and a frozen dinner. This is a government funded home delivery service which accepts payments on a donation basis only. Suggested donation is \$5.25/day. It is recommended that you phone this agency in the event that Emergency Meals is full. (714) 823-3294 or www.SeniorServ.org

SeniorServ Private Pay Program

This program is designed for those who do not meet the donation-based meal eligibility. Cost is \$10.50 per day. A deposit of \$105 is required to begin services. Clients receive a lunch, a frozen dinner (to be heated in microwave or oven) and one milk per day. Call (714) 823-3294.

North Seal Beach Senior Center – 3333 St. Cloud Dr., Seal Beach

The Senior Center in cooperation with Community Senior Serve offers hot meals program at the Senior Center. The center is open from 9 am to 2 pm Monday through Friday. Lunch is served weekdays at 11:15 am. Arrive by 11 am to check in at the front desk. Suggested donation is \$3 for seniors age 60 and older, \$5 for all others. For more information call (562) 430-6079. LW residents can take the Rossmoor Senior Shopping Shuttle Monday through Friday. Pick up bus at sheltered LW stops.

Susan's Healthy Gourmet – offering fresh, delicious and delivered meals. 888-396-3257 or www.susanshealthygourmet.com

Martha's Senior Gourmet – gourmet food delivery service tailored to seniors and their dietary requirements. 949-943-3888 or www.marthasseniorgourmet.com

Lifespring Meals – delivery of delicious nutritious meals and peace of mind. 949-833-2920 or www.lifespringmeals.com

The Mutual Administration Director's Report

OCTOBER 2018

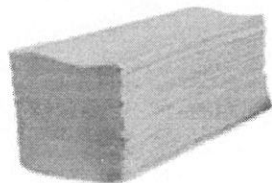


Wipes cause a pain in the drain!

Even if a product says it is "flushable"...

Unless it is toilet paper, it should not be flushed!

- ❑ Diapers (including cloth, cotton, disposable, or plastic)
- ❑ Flushable, disposable, cleaning, or baby wipes
- ❑ Paper towels, cloth towels, or any type of rag
- ❑ Feminine hygiene products
- ❑ Facial Tissues



Place the items listed above in a trash can
Putting these items down toilets may plug sewers and cause raw sewage to back up into YOUR HOME!

PRESIDENT'S REPORT

Board of Directors Meeting

Wednesday, October 10, 2018

For those who attended our annual "Picnic," I hope the food was all the Board thought it would be. After all, it was the "same" as was served at the Building Captain's Luncheon. For 2019, let your director know what you would like the menu to be.

Been a quiet month . . . which is good!

Some of you (myself included) have been fighting ants. If you have ant problems, call Maintenance. They will send out the ant guy.

I have noticed some of you are not using your carports and are parking on the streets. Those same streets are for your visitors and friends.

If you would like to serve on some of the committees we have from time to time, let me know. Be part of your community.

Bye For Now.

Bob, The Prez, M4

M-4 Monthly Director's Report
For September, 2018
October 10, 2018
Mike Levitt

Intervened when Security reportedly failed to follow up on a minor traffic accident involving a resident's property. Security *then* fulfilled its responsibility.

Responded to resident calls of dangerous conditions involving a tree; requested landscaper follow up. Tree's phenomenal growth will be addressed in November during the trimming operation.

Approved two refrigerator replacements in Bldgs. 51 and 87 due to age and condition of original appliances.

Responded to a resident who had evidence of possible termite infestation. Physical Property thought that the captured creatures might be flying ants instead, as I suggested, and called in Fenn for a positive I.D. Turns out I don't know a termite from an ant, even if it does have wings. Turned out to be dry wood termites "just flying thru" the skylight looking for a new home for their queen. No termite infestation there.

To those residents who are just as upset as I am about the dried grass and weeds that are filling up my living room every time my pup returns from a walk — dethatching was needed to prevent tripping when the grass areas grew much higher than the sidewalk. This operation also offers an opportunity to seed the turf with winter variety rye grass that will stay green until Spring when the varieties of summer grass and those hardy and ubiquitous weeds take over. All fine and good...but my house still looks like the interior of Farmer John's hay barn!

**Mutual 4 Monthly Report for September 2018 -
Buildings 78, 79, 80, 82, 83 and 84**

**I did two pre listing inspections on units in my
buildings.**

**This month's reminder is our grass area. The yard
belongs to the mutual. Please do not "weed" in this
area. Do not attempt to change or fix this area. This
does belong to the mutual and the landscapers are in
charge of maintaining this area for the mutual. If you
feel that something is wrong in the yard please notify
your landscape chairman or your director.**

**We have gone over this before but this is just a
reminder. Please DO NOT leave furniture in the trash
area. Take large furniture up to the large trash bins
by the mini farms. Recently two large chairs were
left in the trash area. If we have to call service
maintenance to haul this away it costs the mutual.**

**Also, just a reminder that it is forbidden to feed any
wild animals. Please refrain from doing this.**

Jon Russell 741

(562) 794-9334

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only****ARTICLE I – REGISTRATION OF QUADRUPED PETS**

- A. **Definition of Pet:** A State law defines a “pet” as *“any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the association and the homeowner.”*
1. All members of the reptile, arachnid and monkey families, as well as any raucous-voiced birds, are prohibited. It is the intent of this policy that all living creatures, except human beings and except those listed above under definition of a pet, are prohibited.
 2. At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.
- B. **Definition of Rules for Pet Ownership:** Similar rules have been enacted pursuant to law by the Federal Government and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation. Those rules are as follows:
1. **Number of Pets:** The number of quadruped pets per unit shall be restricted to one. The number of birds per unit shall be restricted to two.
 - (a) Birds brought into Mutual Four as pets must be examined by a veterinarian, vaccinated against all infections, and certified to be free of the avian flu virus. Birds shall be kept inside the resident owner’s unit at all times; they are not allowed in the patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident pet owner’s neighbors. The same general rules shall be applicable for birds as for quadruped animals.

(draft created 10.2.18cv)
(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

2. **Breed and Weight:** The breed of the pet shall be of such nature that its weight is not expected to exceed twenty-five (25) pounds at time of full maturity.
3. **Inoculations:** All quadruped pets living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws.
4. **Spaying and Neutering:** All quadruped pets brought into the Mutual by a resident pet owner shall have been spayed or neutered.
5. **Licensing with the City of Seal Beach:** All dogs living within the Mutual shall be licensed by the City of Seal Beach as required, and shall wear a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and regulations.
6. **Mutual Registration Tag:** All residents bringing quadruped pets onto the Mutual premises shall register their pets with the Golden Rain Foundation Stock Transfer Office. All properly registered pets (cats and dogs) shall be required to wear a brightly-colored Mutual tag on their collar with the license tag (in the case of dogs), thereby showing proof of registration with the Golden Rain Foundation.
 - (a) Mutual tags will be dispensed to the resident pet owner by the Stock Transfer Office at the time the pet is registered for admittance and shall be replaced as soon as practical if lost or destroyed by pet or human.
 - (b) At the time of the registration of the pet, the name, address and telephone number of one or more responsible parties who will care for the pet if the resident pet owner dies, is incapacitated, or is otherwise unable to care for the pet, will be given to Stock Transfer.
 - (c) The resident pet owner shall sign a statement on said pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is no compliance with the rules and regulations requirement. The resident pet owner shall acknowledge that failure to comply with the rules and regulations shall be grounds for refusing to permit a pet to be situated in a dwelling of the Mutual Corporation, and continued violations may cause termination of the pet owner's occupancy.

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

7. **Liability Insurance:** Resident pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in an amount **of \$300,000** sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.
 - (a) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent and the amount of coverage procured, shall be indicated on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of their insurance policy to the Stock Transfer Office and have a copy made of the cover and declaration page(s), which will be placed in the pet occupancy file.
8. **Pet Ownership Decal:** At the time of registration with the Golden Rain Foundation Stock Transfer Office, the resident pet owner will be issued a pet ownership decal. This decal must be displayed in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an unit where there are pets.
9. **Aquatic Animals:** The aquarium in which aquatic animals shall be kept may not be larger than **twenty-five (25)** ~~ten (10)~~ gallons. Resident aquatic animal owners shall carry liability insurance sufficient to indemnify Mutual Four and other Mutual residents from damages caused by maintenance of an aquarium in their unit.

ARTICLE II – RULES AND REGULATIONS

- A. The Mutual Corporation hereby establishes reasonable rules and regulations for pet ownership within the Corporation.
- B. **Rules for Pet Ownership:** The State of California has enacted a section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section 1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one dog or cat as a pet within the confines of the separate interest, subject to reasonable rules and regulations of the association. Those rules are as follows:
 1. **Prohibited Areas for Pets:** Pets are prohibited from common area facilities such as clubhouse facilities, library, golf course, Health Care Center, amphitheater, swimming pool area, administration buildings, lobbies and laundry rooms.

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

- (a) Pets shall not be allowed in carports except as required for purposes of transporting them.
 - (b) Pets shall not be allowed to relieve themselves on tires, in the carports, in areas around trees, nor in other resident's planters, whether planter contains plants or not.
2. **Leash Rule:** In all other permitted areas, the pet must be on a leash not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult. Extendable leashes are absolutely prohibited in Leisure World. The City of Seal Beach states that leashed means securely confined by a leash not exceeding 6' in length. *Municipal Code 7.05.005 E.*
3. **Poop Scoop:** The resident pet owner and/or responsible adult must have in evidence and in plain view a plastic bag or a poop scoop for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
 - (a) Any pet waste is to be enclosed in an airtight plastic bag before being deposited in a trash bin.
 - (b) In accordance with Seal Beach Municipal Code, Section 7.05.075 – Sanitary Measures, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a City fine of \$25. In addition, the Mutual Corporation will impose a fine per occurrence.
 - (1) The imposed fine shall be \$25 per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.
4. **Pet Noise and Odors:** Resident pet owners are required to control noise and odor caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.
 - (a) Pet owners shall not allow their pets to obstruct or interfere with other residents, guests, or visitors, or annoy them in any way.
 - (b) Pets should be bathed and groomed regularly and should be kept free of worms and fleas at all times.

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

5. **Unattended Pets:** ~~Pets must be under the resident pet owner's control in a unit so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers, service providers or employees requiring access to a unit where there are pets.~~
5. (a) If a dog is known to be a habitual barker, the dog is not to be left alone in the unit for more than four (4) hours. Should the dog continually bark, the dog will be considered a public nuisance in violation of the Pet Policy of Mutual Four. Security will be notified and the Seal Beach Police Department will be called, and the resident pet owner will be subjected to Article III of this policy.
6. **Pet Sitting for a Registered Pet:** Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the unit in an emergency that a pet is temporarily being housed inside the unit.
7. **Non Leisure World-Registered Pets:** Pets not owned by a resident may not be brought upon the premises of the Mutual Corporation.
 - (a) A resident may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit.
8. **Pest Control Treatment:** Resident pet owners, upon the sale of their unit, shall have the unit treated professionally by a licensed pest control company prior to the close of escrow at the owner's expense.
9. **Sanitary Standards/Pet Waste:** It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.
 - (a) **Litter Boxes:** Resident pet owners owning a cat, or another pet using a litter box, are required to follow the disposal guidelines set by the manufacturer of the litter and keep the litter box properly cleaned. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash bins. **DO NOT FLUSH KITTY LITTLES DOWN THE TOILET AS THIS WILL CAUSE A SEWER BLOCKAGE.**

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(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

10. **Removal of Pet in Emergency Situation and Right of Entry:** In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World and/or their guests. Subject to execution of an agreement by the resident pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days. Resident pet owner agrees to pay the cost and expenses related to such action.
11. **Damages Caused by Pet Ownership:** Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include payment of any legal expenses incurred by the Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and provisions.
12. **Use of Laundry Facilities:** To prevent any damage to the machines and to prevent allergic reactions from other residents using the laundry facilities, pet beds and pet items requiring laundering shall not be washed in the Mutual's washers and/or dried in the Mutual's dryers.
13. **Health and Safety of Pet:** If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual Corporation may contact a responsible party or parties listed on the Pet Ownership Registration Form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, the Mutual Corporation may contact the appropriate state or local authority and request the removal of the pet. If there is no state or local authority, the Mutual Corporation may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner.

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

- (a) In the event that no resolution, as related to the care of the pet under and pursuant to Article II, Section 10 above is made within thirty (30) days, the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.

ARTICLE III – VIOLATION OF PET OWNERSHIP POLICY

- A. **Written Notice of Violation:** In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident pet owner.
1. Serve a written notice of pet rule violation on the resident pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:
 - (a) Correct the violation (including, in appropriate circumstances, removal of the pet) and pay the fine to the Mutual.
 - (b) Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.
 - (1) The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.
- B. **Failure to Correct Violation:** The resident pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.
- C. **Emergency Situations:** Nothing in the above-described procedures shall bar the removal of the pet in an emergency situation as described in Article 2, Section 10 of this policy. In the event of an emergency, the Written Notice of Violation Procedure shall not bar the removal of the pet.

(draft created 10.2.18cv)
(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS**Pet Ownership Policy - Mutual Four Only**ARTICLE IV – SERVICE ANIMALS**

Certified Service Animal: The above rules and regulations set forth above in Articles I, II and III concerning pets shall have no application to a resident with a bona fide service animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act¹ (A.D.A.). In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

- A. **Service Animal:** Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal. **Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to a Shareholder's disability. It does not matter if a shareholder has a note from a doctor that states that the person has a disability and needs to have the animal for emotional support. A doctor's letter does not turn an animal into a service animal.**
1. **Guide Dog:** A guide dog is defined as a dog which has been trained or is being specially trained for, or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.
 2. **Hearing Dog:** A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for

¹ Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104, Definitions

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.

3. **Service Dog:** A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.

- (a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.

- B. **Certification Policy:** Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties.

1. Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration" form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.

- C. **Service Animal Exclusion:** Mutual Corporation Four further adopts and requires compliance with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24-Housing and Urban Development².

1. The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:

- (a) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a

² Code of Federal Regulations, Title 24, Volume 1, Parts 0 to 199, Revised as of April 1, 2000, Housing and Urban Development, Part 5, Subpart C, Pet Ownership for the Elderly or Persons with Disabilities, General Requirements, Section 5.303, Exclusion for animals that assist persons with disabilities.

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(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only**

- co-occupant, is a person with a disability;
- (b) The animal has been trained to assist persons with that specific disability; and
 - (c) The animal actually assists the person with that disability.
- (2) Reserved
- (3) Nothing in this Subpart B will:
- (a) Limit or impair the rights of persons with disabilities;
 - (b) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or
 - (c) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

MUTUAL
FOUR

ADOPTION

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(draft further amended 10-10-18cv)

MUTUAL OPERATIONS**ADOPT****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Four Only****SERVICE ANIMAL CLAIM FORM – ATTACHMENT A**

The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of Housing and Urban Development (HUD), Part 5 - General HUD Program Requirements; Waivers, Table of Contents, Sub part C - Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.

A. In order to qualify for this exemption, all sections of the Service Animal Claim Form must be completed and signed by the eligible shareholder. Upon completion, this form will be submitted to the appropriate Mutual Board of Directors for the purpose of reviewing the qualifications of the applicant/shareholder in granting this requested exemption.

1. I, _____ (name of applicant/shareholder), hereby certify that I have a disability which qualifies me to apply for exemption from certain sections of the Pet Ownership Policy, and that my disability qualifies me to have a Service Animal under the auspices of the above-named HUD Act.

(i) Based on the certification of my attending physician, Dr. _____, the necessary Service Animal so stated on the "Physician's Declaration" form has been trained at: (e.g., *Assistant Dogs International*) per the attached certificate: _____

(ii) I further certify that, upon my command, this Service Animal can perform the following service tasks to assist me with my disability: _____

2. The Board of Directors will review the applicant's request for exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy.

B. Nothing in this Sub part (B) will:

1. Limit or impair the rights of persons with disabilities; (2) Authorize the Golden Rain Foundation and/or Mutual Corporation to limit or impair the rights of persons with

(draft created 10.2.18cv)

(draft further amended 10-10-18cv)

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disabilities; or (3) Affect any authority that the Golden Rain Foundation or Mutual Corporation may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

I declare under penalty of perjury under federal, state and local laws, that the foregoing information, and any accompanying statements, is true and correct to the best of my knowledge.

Date Signature of Applicant/Shareholder

-----**FOR OFFICIAL USE ONLY**-----

Based upon the above -- declaration as filed by _____ (name of applicant/shareholder), the applicant/shareholder is hereby granted an exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy. **This exemption shall be renewed on the anniversary of this agreement and every year thereafter throughout the tenancy of the applicant/shareholder.**

Date

Signature of Golden Rain Foundation or Mutual Corporation Representative

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SERVICE ANIMAL - PHYSICIAN'S DECLARATION – ATTACHMENT B

I, Dr. _____ declare and say:
(Print name here)

- 1. I am a California-licensed physician acting within the scope of my licensure having education, experience and training in diagnosing disabled persons to qualify them for a Service Animal under the Americans with Disabilities Act and Guidelines.

My office address _____
 My office telephone number is _____

- 2. Patient's _____ Name _____ (please print) _____ for whom this declaration is provided.

- 2. I have conducted a physical examination of my patient and hereby certify that said patient has a physical disability. Based upon the examination which I conducted, it is my medical opinion that my patient has such a disability that requires a Service Animal to perform physical tasks and assistance. The tasks and assistance that the Service Animal will perform are:

Said patient requires an animal trained to perform the above-stated task(s) to assist my patient with such disability. This patient is capable of caring for a Service animal and for causing the animal to practice the skills required for the disability on a regular basis.

- 3. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. This declaration was executed on:

the _____ day of _____, _____
 Day Month Year

At _____, State of California
 Name of City

Type or Print Name of Physician

Signature of Physician

(draft created 10.2.18cv)
 (draft further amended 10-10-18cv)

MUTUAL OPERATIONS**RESCIND MUTUAL FOUR****RESIDENT REGULATIONS****Pet Ownership Policy****ARTICLE I - RULES AND REGULATIONS****A. California State Law**

The State of California has enacted a Section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section §1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one pet within the confines of the separate interest, subject to reasonable rules and regulations of the association.

B. Definition of Pet

The law defines a "pet" as *"any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Association and the homeowner."*

- (1) All members of the reptile and monkey families, as well as any raucous-voiced birds, are prohibited.

The following Paragraph (1) replaces the above Paragraph (1) for Mutual Four and Ten only:

- (1) All members of the snake, monkey and arachnid families, as well as any raucous-voiced birds, are prohibited.

A reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted.

- (2) At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.

C. Definition of Rules for Pet Ownership

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Similar rules have been enacted pursuant to law by the Federal Government substantially to the same effect as the California law, and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet, and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation. Those rules are as follows:

- (1) The **number** of quadruped pets per apartment shall be restricted to one. The number of birds per apartment shall be restricted to two (Mutual One, Two, Three, Four, Six, Seven, Ten, Eleven, Twelve, and Sixteen); two pairs (Mutual Eight and Fifteen); four (Mutual Fourteen).

The following Paragraph 1(a) of Article I, Section C is applicable to Mutual Ten and Fourteen only:

- a) Birds brought into Mutual Fourteen as pets must be examined by a veterinarian, vaccinated against all infections, and certified to be free of the avian flu virus. Birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.

In Mutual Ten, birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the open patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.

- (2) The breed of the pet shall be of such nature that its weight is not expected to exceed **twenty-five (25) pounds** at time of full maturity.
- (3) Pets are **prohibited from common area facilities**, such as clubhouse facilities, library, Golf course, health care center, Amphitheater, swimming pool area, Administration

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Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a **leash** not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult.

- (a) While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a **plastic bag and/or a poop scoop** device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
 - (b) In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25.
- (4) The resident pet owner shall immediately, and forthwith, **remove any pet waste** deposited by the pet in all common areas where said pet is permitted.
- (a) The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet.
 - (1) The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.
 - (2) The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.
- (5) Resident pet owners are required to **control noise and odor** caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.
- (6) All quadruped pets brought into the Mutual by a resident pet owner shall have been **spayed or neutered**.
- (7) No quadruped pet may be **left unattended** in any dwelling area for more than four (4) hours. All pets must be under the resident pet owner's control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics,

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mail carriers or service providers or other employees requiring access to an apartment where there are pets.

- (a) Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is temporarily being housed inside the apartment.

The following Paragraph 7(b) of Article 7, Section C is applicable to Mutual One only:

- (b) Any permitted pet must, at all times, be accompanied and under the full control of their owners, no animal shall be left unattended in any fenced, gated or enclosed patio. Pet doors leading to the outdoors and onto open and enclosed patios are not permitted.

Pet doors shall not be installed through front doors, sliding glass doors, windows or walls of any unit or building. All pet doors previously installed prior to 2/1/13 at the discretion of the Board shall be removed at the shareholder's expense to the satisfaction of the Mutual within 30 days after receiving notice from the Mutual Administration Manager.

- (8) All pets to be living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws, and shall be licensed by the City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and regulations.
- (a) All properly registered pets (cats and dogs) shall also be required to wear a bright-colored Mutual tag on their collar along with the license tag, thereby showing proof of registration with GRF.
- (9) Pets not owned by a resident shall not be brought upon the premises of the Mutual Corporation.

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- (a) Residents may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit.
- (10) It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.

The following Paragraph 10(a) of Article I, Section A, is applicable to Mutual Sixteen only:

- (a) At no time shall it be appropriate for resident shareholders of Mutual No. Sixteen house or maintain within the confines of Seal Beach Mutual No. Sixteen any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.
- (11) Resident pet owners with properly registered pets shall be permitted to walk their pet while pet is on a leash not longer than six feet for the purpose of exercising and/or depositing pet waste on any lawn area.
 - (a) At all times, the resident pet owner or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
 - (b) Provide written documentary proof to the Golden Rain Foundation that the pet to occupy resident's unit is licensed pursuant to all applicable state and local laws and regulations, and will carry a licensed tag as described in Paragraph (9) of Article 1, Section C of the Mutual Pet Ownership Policy,
 - (c) Complete and sign a Pet Ownership Registration Form as prepared by the Golden Rain Foundation and the Seal Beach Mutual Corporation in which resident resides pursuant to the Orange County Fair Housing Authority (OCFHA) and Department of Housing and Urban Development (HUD).
 - (d) Provide written proof that the pet has been inoculated before being admitted to be

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with resident in accordance with all federal, state and local laws.

- (e) Acknowledge the right of the Golden Rain Foundation, and the Seal Beach Mutual Corporation in which the resident resides, to adopt and implement reasonable rules and regulations governing pet ownership in accordance with Civil Code §1360.5, and agree to be bound thereto, except to the extent modified by the agreement with the Mutual Corporation in which resident resides so as to provide reasonable accommodations to the resident.
- (13) Resident pet owners owning a cat, or another pet using a litter box, are required to change the litter at least twice each week. Resident pet owners are required to separate the pet waste from the litter at least once each day. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. **Do not** flush kitty litter down the toilet, as this will cause a sewer blockage.
- (14) Resident pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in an amount sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.
- (15) Resident pet owners must display a pet ownership decal in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an apartment where there are pets.
- (16) Resident pet owners, upon the sale of their apartment, shall have the apartment treated professionally by a licensed pest control company prior to the close of escrow, at the owner's expense.
- (17) In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World, and/or their guests. Subject to execution of an agreement by the resident pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet

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at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days.

- (a) Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include:
 - (1) Payment of any legal expenses incurred by the Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and provisions.
- (18) If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual Corporation may contact a responsible party or parties listed on the Pet Ownership Registration Form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, the Mutual Corporation may contact the appropriate state or local authority and request the removal of the pet. If there is no state or local authority, the Mutual Corporation may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner.
- (19) In the event that no resolution, as related to the care of the pet under and pursuant to Article I, Section C, Paragraphs (18) and (19), above is made within thirty (30) days, the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.

ARTICLE II - REGISTRATION OF QUADRUPED PETS

- A. All residents bringing quadruped pets onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation Stock Transfer Office. The pet must be registered before it is brought onto the Mutual premises. Further,

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the pet registration information and licensing must be updated on or before December 31 of each year. The Mutual/GRF Pet Ownership Registration Form will include or be accompanied by:

- (1) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the quadruped pet has received all inoculations required by applicable state, and local laws.
- (2) Information sufficient to identify the pet, and to demonstrate that it is a common household pet.
- (3) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
- (4) The resident pet owner shall sign a statement on said Pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is not a compliance with the rules and registration requirements. The resident pet owner shall acknowledge that failure to comply with the rules and registration shall be grounds for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation, and continued violations may cause termination of the resident pet owner's residency.
- (5) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent, and the amount of coverage procured shall be indicated on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of their insurance policy into the Stock Transfer Office and have a copy made of the cover and declaration pages, which will then be placed in the pet occupancy file. Coverage requirements are outlined in Article 1, Section C, Item (15) of this policy.

ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY

A. In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident pet owner.

- (1) Serve a written notice of pet rule violation on the resident pet owner. The written notice

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shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:

- (a) Correct the violation (including, in appropriate circumstances, removal of the pet).
- (b) Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.

1. The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.

(2) The resident pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.

B. These rules and regulations concerning pets shall have no application to a resident with a bona fide service animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act¹ (A.D.A.). In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

ARTICLE IV - SERVICE ANIMALS

A. Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with

¹ Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104, Definitions

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impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:

- (1) A guide dog is defined as a dog which has been trained or is being specially trained for, or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.
 - (2) A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.
 - (3) A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.
 - (a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.
- B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties:
- (1) Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration" form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.
- C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance

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with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24-Housing and Urban Development².

- (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:
 - (i) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a co-occupant, is a person with a disability;
 - (ii) The animal has been trained to assist persons with that specific disability; and
 - (iii) The animal actually assists the person with that disability.
- (2) Reserved
- (b) Nothing in this Subpart B will:
 - (1) Limit or impair the rights of persons with disabilities;
 - (2) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or
 - (3) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

Please see the "Social/Companion Animal Claim Form" or "Service Animal Claim Form," whichever may be appropriate in your circumstance.

²

Code of Federal Regulations, Title 24, Volume 1, Parts 0 to 199, Revised as of April 1, 2000, Housing and Urban Development, Part 5, Subpart C, Pet Ownership for the Elderly or Persons with Disabilities, General Requirements, Section 5.303, Exclusion for animals that assist persons with disabilities.

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• Adoption Date	Amendment Dates before Rewrite	Adopt. Date of Rewrite	Amendment Dates of Rewritten Policy
1 07-15-67		01-25-01	05-24-01, 01-24-02, 12-06-02, 09-22-05, 04-26-06, 01-24-14
2 08-17-67	07-16-87, 08-17-00	01-18-01	05-17-01, 02-21-02, 05-15-03, 08-18-05, 07-20-06
3 11-21-66		02-09-01	05-18-01, 01-11-02, 11-08-02, 10-03-05, 03-10-06
4 08-28-67		02-05-01	07-02-01, 01-07-02, 11-04-02, 10-03-05, 05-01-06
5 12-21-66	09-20-00	01-17-01	05-16-01, 01-16-02, 11-20-02, 08-17-05, 03-15-06
6 06-20-69	05-23-00	01-23-01	05-23-01, 01-22-02, 11-26-02, 08-23-05, 03,28-06
7 08-18-67	02-17-84, 11- 21-00	01-19-01	07-20-01, 01-18-02, 11-15-02, 10-21-05, 03-17-06,11-20-13

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	<u>Adoption Date</u>	<u>Amendment Dates before Rewrite</u>	<u>Adopt. Date of Rewrite</u>	<u>Amendment Dates of Rewritten Policy</u>
8	11-28-66		01-22-01	05-25-01, 01-28-02, 11-25-02, 10-24-05, 04-24-06
10	01-16-68	06-26-91	01-24-01	06-27-01, 01-23-02, 11-27-02, 10-26-05, 04-26-06, 01-24-07
11	05-22-69		01-18-01	06-21-01, 03-11-02, 11-21-02, 08-18-05, 04-20-06
12	09-14-67	12-03-99	02-08-01	07-12-01, 01-10-02, 11-14-02, 09-08-05, 03-09-06, 07-09-18
15	06-05-67		02-16-01	05-10-01, 01-21-02, 11-18-20, 10-17-05, 03-20-06
16	01-01-68	01-15-90	02-20-01	06-18-01, 01-21-02, 11-18-02, 05-05-05, 01-16-06, 06-19-06

For Mutual 9, see Policy 7501.9
For Mutual Fourteen, see Policy 7501.14
For Mutual Seventeen, see Policy 7501.17

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MUTUAL OPERATIONS**RESCIND MUTUAL FOUR****RESIDENT REGULATIONS**Pet Ownership Policy**SERVICE ANIMAL CLAIM FORM – ATTACHMENT A**

The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of Housing and Urban Development (HUD), Part 5 - General HUD Program Requirements; Waivers, Table of Contents, Sub part C - Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.

A. In order to qualify for this exemption, all sections of the Service Animal Claim Form must be completed and signed by the eligible shareholder. Upon completion, this form will be submitted to the appropriate Mutual Board of Directors for the purpose of reviewing the qualifications of the applicant/shareholder in granting this requested exemption.

1. I, _____ (name of applicant/shareholder), hereby certify that I have a disability which qualifies me to apply for exemption from certain sections of the Pet Ownership Policy, and that my disability qualifies me to have a Service Animal under the auspices of the above-named HUD Act.

(i) Based on the certification of my attending physician, Dr. _____, the necessary Service Animal so stated on the "Physician's Declaration" form has been trained at: (e.g., *Assistant Dogs International*) per the attached certificate:

(ii) I further certify that, upon my command, this Service Animal can perform the following service tasks to assist me with my disability: _____

2. The Board of Directors will review the applicant's request for exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy.

B. Nothing in this Sub part (B) will:

1. Limit or impair the rights of persons with disabilities; (2) Authorize the Golden Rain Foundation and/or Mutual Corporation to limit or impair the rights of persons with disabilities; or (3) Affect any authority that the Golden Rain Foundation or Mutual Corporation may have to regulate animals that assist persons with disabilities, under

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federal, state or local laws.

I declare under penalty of perjury under federal, state and local laws, that the foregoing information, and any accompanying statements, is true and correct to the best of my knowledge.

Date Signature of Applicant/Shareholder

Date Signature of Legal Representative, if Applicable

-----**FOR OFFICIAL USE ONLY**-----

Based upon the above declaration as filed by _____ (name of applicant/shareholder), the applicant/shareholder is hereby granted an exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy. **This exemption shall be renewed on the anniversary of this agreement and every year thereafter throughout the tenancy of the applicant/shareholder.**

Date Signature of Golden Rain Foundation or Mutual Corporation Representative

SERVICE ANIMAL - PHYSICIAN'S DECLARATION – ATTACHMENT B

I, Dr. _____ declare and say:
(Print name here)

- 1. I am a California-licensed physician acting within the scope of my licensure having education, experience and training in diagnosing disabled persons to qualify them for a Service Animal under the Americans with Disabilities Act and Guidelines.

My office address _____

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My office telephone number is _____

2. Patient's _____ Name _____ (please print) _____ for whom this declaration is provided.

2. I have conducted a physical examination of my patient and hereby certify that said patient has a physical disability. Based upon the examination which I conducted, it is my medical opinion that my patient has such a disability that requires a Service Animal to perform physical tasks and assistance. The tasks and assistance that the Service Animal will perform are:

Said patient requires an animal trained to perform the above-stated task(s) to assist my patient with such disability. This patient is capable of caring for a Service animal and for causing the animal to practice the skills required for the disability on a regular basis.

3. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. This declaration was executed on:

the _____ day of _____, _____
Day Month Year

At _____, State of California
Name of City

Type or Print Name of Physician

Signature of Physician

MUTUAL OPERATIONS**AMEND****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 **a HVAC air conditioning and heat pump units in Mutual Four be approved and confirmed as follows** (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. **Ducted and ductless HVAC or air conditioning/heat pumps shall be placed in front of an apartment in the garden area as close to the middle of that area as possible as required by the Uniform Building California Mechanical Code and the City of Seal Beach. In addition, Units A, F, G, and L HVAC, air conditioning or heat pumps may be placed on the side of the units as close to the middle of that area as possible.**
 - 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. **Ducted and Ductless HVAC, air conditioning or heat pump change-outs and new installations require a 4-inch thick concrete slab upon which the unit must completely stand.**
- 3.) All HVAC systems shall follow all current state and local codes. Both Golden Rain Foundation and City of Seal Beach permits are required. **A minimum of fifty percent air space must be maintained for air circulation. A blind is not required. A decorative blind shall be approved by the Board of Directors on a case-by-case basis.**
- 4.) All new installations shall conform to current local exterior noise standards. The air handler in the attic shall not exceed 44 DB. **The City of Seal Beach requires an A-weighted**
(draft created on 9-6-18 cv)
(draft further amended on 10-10-18cv)

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

sound calculation prior to the issuance of a building permit. Physical Properties requires this to be submitted prior to approval of said permit (Municipal Code 7.15.0350). Exterior sound may not surpass 55DB. An air handler in the attic shall not exceed 44DB.

- 5.) ~~All line sets and condensation lines shall be rodent proofed. Condensation tie-ins:~~ **Mutual Four requires all ducted heating and air conditioning units to have attic access from inside the unit. The minimum size for attic access is 22" W x 30" L. Refer to the California Mechanical Code for complete requirements. The condensation line shall terminate at the kitchen or bath sink as applicable to the mechanical code.**
- 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.~~
- 6.) **GRF and the City of Seal Beach** permits are required for wall heaters, **new installations and change-outs.** 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:~~ **GRF and the City of Seal Beach permits are required for new installations or change-outs of air conditioners through lower windows. Any other area considered for installation shall require board approval.**
8. **Upon change of ownership, and with a charge against escrow, the following will apply:**
- a.) **Ducted and ductless HVAC/air conditioners** conditioning/heat pumps: those systems ~~not~~ currently **not** on a concrete **pad not of 3 ½ 4 plus inches in thickness** base shall be corrected by having a 4-inch-thick concrete pad that is **large** big enough for the unit installed.
- b.) **Ductless** air conditioning/heat pumps: ~~A fiberglass base is required.~~ **During the pre-listing inspection, and at the seller's expense, existing HVAC/air conditioners/heat pumps shall be written up for inspection and servicing for the proper operation by a licensed**

(draft created on 9-6-18 cv)

(draft further amended on 10-10-18cv)

MUTUAL OPERATIONS**AMEND**

PHYSICAL PROPERTY

Air Conditioning/HVAC/Heat Pump Units – Mutual Four OnlyHVAC Contractor.

- 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. Condensation drain lines and line sets will be rodent proofed. If there is not a full aluminum line set cover, it will be corrected to such. If the condensation drain line is tied to a vent pipe in the attic, it shall be re-routed into the proper discharge at the trapped side of the bathroom basin or the kitchen sink drain. This service shall be completed by a licensed HVAC Contractor.

MUTUAL ADOPTIONAMENDMENTS

FOUR: 05-05-87

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

(draft created on 9-6-18 cv)
(draft further amended on 10-10-18cv)