

**MINUTES OF THE REGULAR MONTHLY MEETING OF
THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FOUR
November 09, 2022**

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 Levitt at 8:45 a.m. on Wednesday, November 09, 2022, in Conference Room A and via Zoom Conference Call.

PLEDGE OF ALLEGIANCE

President Levitt called for the Pledge of Allegiance.

ROLL CALL

Present: President Levitt, Vice President Conley, Secretary Kuhl, Chief Financial Officer Smith, Directors Smith, Gerrity and Green.

GRF Representative: GRF Representative Gerber (via zoom)

Staff: Mr. Quental, Building Inspector (via zoom)
Mr. Gonzalez, Facilities Manager
Mr. Monroy, Portfolio Specialist
Ms. Duarte, Assistant Portfolio Specialist

Guests: 1 Mutual Four Shareholder (via Zoom)

MINUTES

Following a discussion and upon a MOTION duly made by Secretary Kuhl and seconded by Vice President Conley, it was

RESOLVED to approve the Regular Meeting minutes of October 12, 2022, as written.

The MOTION passed unanimously.

GUEST SPEAKER

Facilities Manager Mr. Gonzalez discussed Service Maintenance process regarding providing prior notice for repairs.

Following questions, Mr. Gonzalez left the meeting at 9:03 a.m.

BUILDING INSPECTOR'S REPORT

Building Inspector Mr. Quental presented his report (attached).

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

RESOLVED to approve AAA Awnings proposal for window awnings at unit 50-B at the shareholder's expense.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Conley and seconded by Director Smith, it was

MOTION FAILED to approve LW Décor proposal for screened-in patio enclosure at unit 52-E at the shareholder's expense.

The **MOTION FAILED** unanimously.

Following a discussion and upon a MOTION duly made by President Levitt and seconded by Vice President Conley, it was

MOTION FAILED to approve MJ Jurado proposal for patio at unit 79-G at the shareholder's expense.

The **MOTION FAILED** unanimously.

Following questions, Mr. Quental left meeting at 9:20 a.m.

GRF REPRESENTATIVE

GRF Representative Gerber provided a verbal report.

Following questions, Ms. Gerber left meeting at 10:00 a.m.

SECRETARY'S REPORT / CORRESPONDENCE

Secretary Kuhl received no correspondences.

CHIEF FINANCIAL OFFICER'S REPORT

Chief Financial Officer Smith presented the financial report (attached).

UNFINISHED BUSINESS

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

RESOLVED to ratify proposed rule change by amending Rule 04-7495-1 Solar

**BOARD OF DIRECTOR
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Panel System and Form 04-7495-4 Solar Panel System Form; the 28-day posting requirement has been met.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Chief Financial Officer Smith and seconded by Director Smith, it was

RESOLVED to ratify proposed rule change by adopting Rule 04-7513-1 Delinquent Assessment Collection; the 28-day posting requirement posting requirement has been met.

The MOTION passed unanimously.

NEW BUSINESS

Following a discussion and upon a MOTION duly made by Chief Financial Officer Smith and seconded by Vice President Conley, it was

RESOLVED to acknowledge, that per the requirements of Civil Code Section 5500(a)-(f), a review has been completed of the Mutual's reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the Mutual has its operating and reserve accounts, income and expense statement for the Mutual's operating and reserve accounts, the check registers, the monthly general ledger and delinquent assessment receivable reports for the month of October 2022.

The MOTION passed unanimously.

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

RESOLVED to propose a rule change amending Rule 04-7425-1 Garden Areas, Trees and Shrubs and approve the 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

The MOTION passed with 6 "yes" votes (Levitt, Conley, Kuhl, Ms. Smith, Mr. Smith, Green) and 1 "no" vote (Gerrity).

Following a discussion and upon a MOTION duly made by Vice President Conley and seconded by Director Green, it was

RESOLVED to ratify resolution dated October 12, 2022 *"RESOLVED to approve the estimate from Bergin Electric to replace 21 laundry room GFCI outlets, at a cost not to exceed \$2,205.00. Funds to come from Infrastructure Reserves and*

authorize the President to sign any necessary documentation.”

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Conley and seconded by Chief Financial Officer Smith, it was

RESOLVED to approve the reserve study contract with Association Reserves, Inc., at a cost not to exceed \$1,060.00. Funds to come from Miscellaneous and authorize the President to sign the contract.

The MOTION passed unanimously.

PORTFOLIO SPECIALIST’S REPORT

Portfolio Specialist Monroy provided report (attached).

COMMITTEE REPORT

Recreation Committee

Secretary Kuhl provided an update.

President Levitt called for break at 10:42 a.m.

President Levitt called back to order at 11:04 a.m.

Physical Property Committee

Vice President Conley provided an update.

Landscape Committee

Chief Financial Officer Smith provided a report (attached).

Special Events Committee

Director Smith provided an update.

ANNOUNCEMENTS

NEXT MEETING: Wednesday, December 14, 2022, Open Forum begins at 8:30 a.m. and the Meeting begins at 8:45 a.m. in the Administration Building, Conference Room A and via Zoom Conference Call.

**BOARD OF DIRECTOR
MUTUAL FOUR
DIRECTOR'S COMMENTS**

November 09, 2022


No directors made comments.

SHAREHOLDER COMMENTS

No shareholders made comments.

ADJOURNMENT

There being no further business to conduct, President Levitt adjourned the meeting at 11:15 a.m. and announced there would be an executive session following the meeting to discuss member issues.



Attest, Jan Kuhl, Secretary
SEAL BEACH MUTUAL FOUR
ND 11/09/22

**RESOLUTIONS IN THE REGULAR MONTHLY MEETING
OF NOVEMBER 09, 2022**

RESOLVED to approve the Regular Meeting minutes of October 12, 2022, as written.

RESOLVED to approve AAA Awnings proposal for window awnings at unit 50-B at the shareholder's expense.

MOTION FAILED to approve LW Décor proposal for screened-in patio enclosure at unit 52-E at the shareholder's expense.

MOTION FAILED to approve MJ Jurado proposal for patio at unit 79-G at the shareholder's expense.

RESOLVED to ratify proposed rule change by amending Rule 04-7495-1 Solar Panel System and Form 04-7495-4 Solar Panel System Form; the 28-day posting requirement has been met.

RESOLVED to ratify proposed rule change by adopting Rule 04-7513-1 Delinquent Assessment Collection; the 28-day posting requirement posting requirement has been met.

RESOLVED to acknowledge, that per the requirements of Civil Code Section

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5500(a)-(f), a review has been completed of the Mutual's reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the Mutual has its operating and reserve accounts, income and expense statement for the Mutual's operating and reserve accounts, the check registers, the monthly general ledger and delinquent assessment receivable reports for the month of October 2022.

RESOLVED to propose a rule change amending Rule 04-7425-1 Garden Areas, Trees and Shrubs and approve the 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

RESOLVED to ratify resolution dated October 12, 2022 *"RESOLVED to approve the estimate from Bergin Electric to replace 21 laundry room GFCI outlets, at a cost not to exceed \$2,205.00. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation."*

RESOLVED to approve the reserve study contract with Association Reserves, Inc., at a cost not to exceed \$1,060.00. Funds to come from Miscellaneous and authorize the President to sign the contract.

MONTHLY MUTUAL INSPECTOR REPORT

MUTUAL: **(04) FOUR** DATE: **NOVEMBER** INSPECTOR: **RYAN QUENTAL**

PERMIT ACTIVITY

UNIT #	WORK DESCRIPTION	GRF/CITY PERMIT	START DATE	FINISH DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR
37-C	FLOORING	GRF	11/01/22	12/30/22	NO		KARYS CARPETS
38-D	COUNTERTOP	BOTH	10/31/22	12/15/22	NO		JC KRESS
39-D	HVAC	BOTH	10/25/22	12/22/22	NO		ALPINE
40-J	ENTRY DOOR	BOTH	06/09/22	12/09/22	NO		RYDEN CONSTRUCTION
40-L	CUT DOWN SHOWER	BOTH	08/24/22	09/24/22	NO		NUKOTE
41-D	SKYLIGHT	BOTH	08/01/22	09/30/22	NO	10/19/22 - DRYWALL	M & M
42-E	ADDITION	BOTH	08/11/22	03/30/23	NO		MP CONSTRUCTION
43-H	PAVERS	GRF	07/15/22	08/10/22	NO	11/1/22 - FINAL	ANGUIANO LAWN CARE
47-B	ADDITION	BOTH	07/23/22	03/31/23	NO		MP CONSTRUCTION
47-G	TILE	GRF	10/01/22	11/30/22	NO		BERGKVIST
47-I	REMODEL	BOTH	06/27/22	10/01/22	YES		HANDYCREW
47-J	ADDITION	BOTH	07/15/22	07/15/23	NO	10/24/22 - U.G PLUMBING	L & S CONSTRUCTION
47-L	WINDOWS	BOTH	07/30/21	07/29/22	YES	8/5/22 - LATH (NOT READY)	ROBERTS CONSTRUCTION
48-K	HVAC	BOTH	10/11/22	01/11/22	NO		GREENWOOD
50-D	REMODEL	BOTH	06/30/22	09/30/22	NO	9/21/22 - DRYWALL	M & M
50-H	REMODEL	BOTH	04/22/22	08/31/22	YES	10/6/22 - FINAL (RECALL)	TOP DOWN
50-K	SHOWER CUT DOWN	BOTH	12/29/22	01/29/23	NO		NUKOTE
50-K	PAVERS	GRF	09/22/22	11/25/22	NO		ANGUIANO LAWN CARE
50-K	WINDOWS	BOTH	09/29/22	10/31/22	NO		M & M
74-D	FLOORING	GRF	11/01/22	12/30/22	NO		KARYS CARPETS
80-A	ADDITION	BOTH	07/11/22	12/30/22	NO	10/4/22 - DRYWALL	MP CONSTRUCTION
81-L	BLOCK WALL	GRF	09/26/22	10/26/22	NO		MJ JURADO
82-G	1/2 BATH	BOTH	07/06/22	09/18/22	NO	8/18/22 - ELECTRICAL	LOS AL BUILDERS
83-G	WINDOWS	GRF	05/12/22	10/12/22	NO		CAL CUSTOM
86-A	PATIO	GRF	04/11/22	08/31/22	NO	(Awaiting City Plan Check)	BA CONSTRUCTION

ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE	CLOSING	CLOSED
42-E	10/19/2022						9	4	29
45-A		08/10/22	09/09/22	09/19/22	09/29/22	11/01/22			
45-G		08/26/22	10/13/22	10/24/22	11/03/22				
49-I		10/13/22							
50-A		09/27/22							
75-H	10/20/2022								
78-D		06/20/22	08/24/22	08/24/22	09/06/22	10/20/22			
81-E		11/01/22							
81-I		09/27/22							
83-J		07/18/22	09/02/22	09/06/22	09/16/22				
87-K		08/09/22	10/24/22	10/27/22	11/08/22				
88-E		03/22/22							
89-G		06/17/22	09/06/22	09/09/22	09/21/22				

NMI = New Member Inspection **PLI** = Pre-Listing Inspection **NBO** = New Buyer Orientation
FI = Final Inspection **FCOEI** = Final Close of Escrow Inspection **ROF** = Release of Funds

CONTRACTS & PROJECTS

CONTRACTOR	PROJECT	EXPIRATION
Total Landscape	Landscape Maintenance	12/31/2023
Fenn Pest Control	Termites on Wednesday Only	4/30/2023
Empire Pipe	Sewer Cleaning	12/30/2022

SHAREHOLDER & MUTUAL REQUESTS

37I Damaged garden scallops.	GAF Bus Bench Donation (On Hold - Awaiting Order)
82E Bath fan not working.	
37E No water at hose bibb line.	Laundry Room Outlet Replacment - Bergin Electric (Complete)
47I Smoke detector on patio beeping.	
84L Concrete trip hazard repair.	
84F Concrete placement.	
73E Toilet leak.	

FINANCIAL RECAP -OCTOBER 2022

	Monthly Actual	Monthly Budget	Variance		YTD Actual	YTD Budget	Variance
Income	163,615	163,605	10		1,645,898	1,636,040	9,858
Reserves	47,292	47,292	0		472,920	472,918	2
Expenses	119,753	116,314	3,439		1,302,170	1,163,139	139,031
Total Expenses	167,045	163,606	3,439		1,775,090	1,636,057	139,033
Income/Expense	-3,430	-1	-3,429		-129,192	-17	-129,175
Add Back Depreciation	14,175				141,714		
GRF Refund	0				0		
Adjusted	10,745				12,522		

our unrestricted cash for month end is \$404,648; total reserves \$1,248,148

Reserves:

Appliance	\$2,739
Painting	\$120,203
Operating	\$25,000
Roofing	\$319,206
Emergency	\$94,807
Infrastructure	\$677,026
Capital Fund	\$9,167
 Total Reserves	 \$1,248,148

I know, we are looking really great for the year but don't get too excited. Not to be a "Debbie Downer" but we have some major landscape extras that will be billed yet for this year: Tree trimming (\$10,000), fall fertilizing (\$6,000), and gutter cleaning (\$3,500). And our legal expenses will be over budget for this year as the new regime is reviewing all of our forms and procedures and some require a lawyer look. We try to be frugal. We have two more months of help on insurance as it was prepaid at the first of the year and we are still budgeting. I am confident we will end the year in pretty good shape. It is so difficult for your board to balance mutual costs for services vs your monthly assessment. Each year we spend hours trying to find ways of saving money while still providing you with all the wonderful things you have come to expect from the mutual. Next year's budgets will be mailed soon, along with quite a lot of additional information that you have not seen in the past. Happy reading.

Leisure World Mutual 4
Profit & Loss Budget vs. Actual Report A
October 2022

	Oct 22	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
ASSESSMENT			
Regular Assessment - Mutual 4	45,253.00	45,255.00	-2.00
Reserves Assessment	47,292.00	47,290.00	2.00
GRF Assessment	68,124.00	68,124.00	0.00
Total ASSESSMENT	160,669.00	160,669.00	0.00
FINANCIAL INCOME			
Interest Income - Other Taxable	35.00	42.00	-7.00
Interest Income - Taxable	11.00	12.00	-1.00
Late Charges	0.00	43.00	-43.00
Total FINANCIAL INCOME	46.00	97.00	-51.00
SERVICES INCOME			
Inspection Fees	2,000.00	1,833.00	167.00
Laundry Machines	825.00	1,002.00	-177.00
Miscellaneous	75.00	0.00	75.00
Total SERVICES INCOME	2,900.00	2,835.00	65.00
Total Income	163,615.00	163,601.00	14.00
Cost of Goods Sold			
GRF MAINTENANCE FEE	68,124.00	68,124.00	0.00
Total COGS	68,124.00	68,124.00	0.00
Gross Profit	95,491.00	95,477.00	14.00
Expense			
PROFESSIONAL FEES			
Legal Fees	0.00	167.00	-167.00
Management Fee	222.00	221.00	1.00
Total PROFESSIONAL FEES	222.00	388.00	-166.00
SERVICES			
Landscape - Contract	15,500.00	15,749.00	-249.00
Landscape - Extras	0.00	2,059.00	-2,059.00
Miscellaneous Services	22.00	126.00	-104.00
Painting	705.00	126.00	579.00
Pest Control	440.00	1,002.00	-562.00
Standard Service	2,188.00	4,581.00	-2,393.00
Structural Repairs	949.00	1,085.00	-136.00
Total SERVICES	19,804.00	24,728.00	-4,924.00
TAXES & INSURANCE			
Hazard/Liability Insurance	3,516.00	11,306.00	-7,790.00
State & Federal taxes	637.00	72.00	565.00
Total TAXES & INSURANCE	4,153.00	11,378.00	-7,225.00
UTILITIES			
Electricity	1,524.00	1,501.00	23.00
Trash	4,273.00	3,944.00	329.00
Water	7,478.00	6,249.00	1,229.00
Total UTILITIES	13,275.00	11,694.00	1,581.00
RESERVE FUNDING			
Appliances	3,750.00	3,750.00	0.00
Paint	1,667.00	1,666.00	1.00
Roof	10,417.00	10,416.00	1.00
Emergency Reserve	208.00	209.00	-1.00
Infrastructure	30,833.00	30,834.00	-1.00
Capital Funding	417.00	416.00	1.00

Leisure World Mutual 4
Profit & Loss Budget vs. Actual Report A
October 2022

	<u>Oct 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total RESERVE FUNDING	47,292.00	47,291.00	1.00
DEPRECIATION	14,175.00		
Total Expense	98,921.00	95,479.00	3,442.00
Net Ordinary Income	-3,430.00	-2.00	-3,428.00
Net Income	<u>-3,430.00</u>	<u>-2.00</u>	<u>-3,428.00</u>

Leisure World Mutual 4
Profit & Loss Budget vs. Actual YTD Report B
 January through October 2022

	Jan - Oct 22	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
ASSESSMENT			
Regular Assessment - Mutual 4	452,534.00	452,550.00	-16.00
Reserves Assessment	472,920.00	472,900.00	20.00
GRF Assessment	681,238.00	681,240.00	-2.00
Total ASSESSMENT	1,606,692.00	1,606,690.00	2.00
FINANCIAL INCOME			
Interest Income - Other Taxable	1,413.00	428.00	985.00
Interest Income - Taxable	90.00	129.00	-39.00
Late Charges	316.00	437.00	-121.00
Total FINANCIAL INCOME	1,819.00	994.00	825.00
SERVICES INCOME			
Inspection Fees	28,750.00	18,336.00	10,414.00
Laundry Machines	8,242.00	10,020.00	-1,778.00
Miscellaneous	395.00	0.00	395.00
Total SERVICES INCOME	37,387.00	28,356.00	9,031.00
Total Income	1,645,898.00	1,636,040.00	9,858.00
Cost of Goods Sold			
GRF MAINTENANCE FEE	668,145.00	681,240.00	-13,095.00
Total COGS	668,145.00	681,240.00	-13,095.00
Gross Profit	977,753.00	954,800.00	22,953.00
Expense			
PROFESSIONAL FEES			
Bank Service Fee	25.00	0.00	25.00
Legal Fees	8,798.00	1,662.00	7,136.00
Management Fee	2,220.00	2,219.00	1.00
Total PROFESSIONAL FEES	11,043.00	3,881.00	7,162.00
SERVICES			
Landscape - Contract	154,536.00	157,490.00	-2,954.00
Landscape - Extras	4,888.00	20,590.00	-15,702.00
Miscellaneous Services	1,354.00	1,269.00	85.00
Painting	3,175.00	1,269.00	1,906.00
Pest Control	11,212.00	10,020.00	1,192.00
Standard Service	44,736.00	45,819.00	-1,083.00
Structural Repairs	7,409.00	10,850.00	-3,441.00
Total SERVICES	227,310.00	247,307.00	-19,997.00
TAXES & INSURANCE			
Hazard/Liability Insurance	119,364.00	113,060.00	6,304.00
State & Federal taxes	4,106.00	711.00	3,395.00
Total TAXES & INSURANCE	123,470.00	113,771.00	9,699.00
UTILITIES			
Electricity	20,010.00	15,010.00	5,000.00
Trash	39,958.00	39,440.00	518.00
Water	70,520.00	62,490.00	8,030.00
Total UTILITIES	130,488.00	116,940.00	13,548.00
RESERVE FUNDING			
Appliances	37,500.00	37,500.00	0.00
Paint	16,670.00	16,668.00	2.00
Roof	104,170.00	104,168.00	2.00
Emergency Reserve	2,080.00	2,082.00	-2.00
Infrastructure	308,330.00	308,332.00	-2.00
Capital Funding	4,170.00	4,168.00	2.00

Leisure World Mutual 4
Profit & Loss Budget vs. Actual YTD Report B
January through October 2022

	<u>Jan - Oct 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total RESERVE FUNDING	472,920.00	472,918.00	2.00
DEPRECIATION	141,714.00		
Total Expense	1,106,945.00	954,817.00	152,128.00
Net Ordinary Income	-129,192.00	-17.00	-129,175.00
Net Income	<u>-129,192.00</u>	<u>-17.00</u>	<u>-129,175.00</u>

LANDSCAPE

Our fav topic – landscape! Your board will soon be passing a new Flower Bed Policy that we hope is comprehensive, equitable, resident friendly, and will make everyone happy (or most folks!). What should you do? Look around your garden area: is it neat? Visually pleasing? (ask a neighbor for a second opinion). Are all your shrubs below the roof line and away from the building? Fall is a good time to take a critical view to your garden.

Reminder: Co chair Hughsten Smith takes care of landscape issues in buildings 73-89 call 214-354-8587; buildings 37-52 call Suzi Smith 562-296-8518.. 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. Email sgsmith430@yahoo.com. Phone calls 10-4 Monday through Friday only please; emails 24-7.

Suzi A. Smith

SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations****Solar Panel System Rules and Requirements**

1
2
3 If a shareholder wishes to purchase a solar panel system for their unit, the following must be
4 adhered to:

5
6 Only a PURCHASED (Non-Financed) solar panel system will be considered. Leasing will not be
7 approved.

8
9 The Shareholder must obtain a permit from the City of Seal Beach and the Physical Property
10 Department of the Golden Rain Foundation (GRF) prior to having solar panels and the related
11 equipment installed by an approved LW licensed contractor.

12
13 The Shareholder will assume financial responsibility in case the licensed company fails to
14 comply with all provisions of the permits and all GRF and Mutual policies, rules and regulations
15 and agrees to return the Mutual property to its original condition or satisfactorily complete the
16 installation. The installing approved contractor will have a C-10 contractor license. Installation
17 and removal of any product that penetrates the roof, such as solar system jacks, shall be
18 performed by the Mutual 4 roofing contractor that retains the roof guarantee, at the
19 shareholders expense and require a permit from Physical Properties.

20
21 The Mutual has the authorization to remove the solar panels and related equipment at
22 shareholder's expense if the installation does not comply with these regulations or the
23 provisions of this policy are not met or fail to remain in compliance.

24
25 Solar panels will be mounted flat on the roof with a minimum number of roof penetrations and
26 will be located so as not to interfere with direct access to the roof vents from the front of the unit
27 for clearing plumbing stoppages, and in locations approved by the Mutual Board and the
28 Physical Property Department. Five feet of clearance is to be used as a pathway for a Spartan
29 drain cleaner to reach the drains from the front of the unit. Panels must not interfere with
30 plumbing, electrical internet or TV access. Panels will be mounted in accordance with the
31 specifications of the Physical Property Department. Related equipment will be placed in
32 locations approved by the Mutual and the Physical Property Department and mounted in
33 accordance with the specifications of the Mutual and the Physical Property Department.

34
35 The shareholder must sign a copy of Form 04-7495-4 and acknowledge that they are aware of
36 the provisions and agree to abide by them. The Mutual, and others acting on behalf of the
37 Mutual, are not liable for any damage to or misalignment of the solar panels and related
38 equipment caused by repairs and/or maintenance work authorized by the Mutual. Further, the
39 shareholder will remove and reinstall the solar panels and related equipment at their expense
40 when deemed necessary by the Mutual for the purpose of repairs and/or maintenance work to
41 the roof and/or building, including reroofing and/or painting operations.
42

(Nov 22)

SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations**

43 Any damage which may occur to the roof or building during and/or after installation of the solar
44 panels and related equipment or upgrading equipment is the responsibility of the shareholder
45 and any repairs will be paid for by the shareholder. The repairs will be performed by a Golden
46 Rain Foundation approved contractor.

47
48 **Invertor Box:**

49
50 If used, the central/string inverter box must be installed inside the apartment, the attic, or an
51 outside closet/ cabinet; it may not be installed at building ends, on the roof, or at the front of the
52 apartment. If used, micro-inverters or optimizers are to be installed underneath the solar panels
53 and attached to the rails or solar panels.

54
55 If the existing electric sub-panel is not adequate, it must be upgraded subject to all City of Seal
56 Beach, Southern California Edison, and GRF-Seal Beach electric codes at the shareholder's
57 expense.

58
59 The solar panels and related equipment must be maintained in good condition. If the solar
60 panels and related equipment are not maintained in clean and operable condition by the
61 shareholder, the solar panels and/or related equipment will be removed and/or replaced at the
62 shareholder's expense.

63
64 The solar panels and related equipment must be removed per Mutual 4 Installation Policy upon
65 the sale or transfer of the unit, at the shareholder's expense, unless the buyer/transferee signs
66 a supplemental agreement accepting responsibility for the solar panels and related equipment
67 and agrees to the provisions of this regulation. In any case, the shareholder is responsible for
68 returning the roof to its original condition including and not limited to re-roofing the unit area.

69
70 **Battery Backup's or Power Wall:**

71
72 Any installation of a Battery backup or Power Wall system at any time must be submitted to
73 Mutual 4 for approval. A permit must be obtained from the City of Seal Beach, and the Physical
74 Property Department of the Golden Rain Foundation (GRF) prior to any installation. Installation
75 must be performed by a LW licensed Electrical contractor.

76
77 **Cleaning of Solar System Panels:**

78
79 Cleaning of solar panels must be performed by LW Service Maintenance, a LW approved
80 handyman, the roofing company that holds the current warranty or the solar system contractor,
81 at the Shareholder's expense. It's suggested that solar panels be cleaned once a year by
82 approved contractor.

83
84 **Insurance:**

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Physical Property – Resident Regulations

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The Shareholder is required to have H06 Insurance policy of \$500,000 liability minimum. Upon application, the shareholders must provide the Board of Directors with a copy of the shareholder’s HO6 insurance policy of \$500,000 liability minimum. This policy must be maintained, not ever allowed to lapse, as long as the solar panels and systems are installed.

All applications will be approved on a case-by-case basis.

Document History

Adopted: 10 August 22 Amended: 14 Sept 22 Amended: 09 Nov 22

Keywords: Mutual Four

93

SEAL BEACH MUTUAL NUMBER FOUR

Physical Property – Resident Regulations

Solar Panel System Form

Shareholder Print Name	Date	Apt
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If a shareholder wishes to purchase a solar panel system for their unit, the following must be adhered to:

Only a PURCHASED (Non-Financed) solar panel system will be considered. Leasing will not be approved.

The Shareholder must obtain a permit from the City of Seal Beach and the Physical Property Department of the Golden Rain Foundation (GRF) prior to having solar panels and the related equipment installed by an approved LW licensed contractor.

The Shareholder will assume financial responsibility in case the licensed company fails to comply with all provisions of the permits and all GRF and Mutual policies, rules and regulations and agrees to return the Mutual property to its original condition or satisfactorily complete the installation. The installing approved contractor will have a C-10 contractor license. Installation and removal of any product that penetrates the roof, such as solar system jacks, shall be performed by the Mutual 4 roofing contractor that retains the roof guarantee, at the shareholders expense and require a permit from Physical Properties.

The Mutual has the authorization to remove the solar panels and related equipment at shareholder’s expense if the installation does not comply with these regulations or the provisions of this policy are not met or fail to remain in compliance.

Solar panels will be mounted flat on the roof with a minimum number of roof penetrations and will be located so as not to interfere with direct access to the roof vents from the front of the unit for clearing plumbing stoppages, and in locations approved by the Mutual Board and the Physical Property Department. Five feet of clearance is to be used as a pathway for a Spartan drain cleaner to reach the drains from the front of the unit. Panels must not interfere with plumbing, electrical internet or TV access. Panels will be mounted in accordance with the specifications of the Physical Property Department. Related equipment will be placed in locations approved by the Mutual and the Physical Property Department and mounted in accordance with the specifications of the Mutual and the Physical Property Department.

The shareholder must sign a copy of Form 04-7495-4 and acknowledge that they are aware of the provisions and agree to abide by them. The Mutual, and others acting on behalf of the Mutual, are not liable for any damage to or misalignment of the solar panels and related equipment caused by repairs and/or maintenance work authorized by the Mutual. Further, the shareholder will remove and reinstall the solar panels and related equipment at their expense

(Nov 22)

SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations**

43 when deemed necessary by the Mutual for the purpose of repairs and/or maintenance work to
 44 the roof and/or building, including reroofing and/or painting operations.

45
 46 Any damage which may occur to the roof or building during and/or after installation of the solar
 47 panels and related equipment or upgrading equipment is the responsibility of the shareholder
 48 and any repairs will be paid for by the shareholder. The repairs will be performed by a Golden
 49 Rain Foundation approved contractor.

50
 51 **Invertor Box:**

52
 53 If used, the central/string inverter box must be installed inside the apartment, the attic, or an
 54 outside closet/ cabinet; it may not be installed at building ends, on the roof, or at the front of the
 55 apartment. If used, micro-inverters or optimizers are to be installed underneath the solar panels
 56 and attached to the rails or solar panels.

57
 58 If the existing electric sub-panel is not adequate, it must be upgraded subject to all City of Seal
 59 Beach, Southern California Edison, and GRF-Seal Beach electric codes at the shareholder's
 60 expense.

61
 62 The solar panels and related equipment must be maintained in good condition. If the solar
 63 panels and related equipment are not maintained in clean and operable condition by the
 64 shareholder, the solar panels and/or related equipment will be removed and/or replaced at the
 65 shareholder's expense.

66
 67 The solar panels and related equipment must be removed per Mutual 4 Installation Policy upon
 68 the sale or transfer of the unit, at the shareholder's expense, unless the buyer/transferee signs
 69 a supplemental agreement accepting responsibility for the solar panels and related equipment
 70 and agrees to the provisions of this regulation. In any case, the shareholder is responsible for
 71 returning the roof to its original condition including and not limited to re-roofing the unit area.

72
 73 **Battery Backup's or Power Wall:**

74
 75 Any installation of a Battery backup or Power Wall system at any time must be submitted to
 76 Mutual 4 for approval. A permit must be obtained from the City of Seal Beach, and the Physical
 77 Property Department of the Golden Rain Foundation (GRF) prior to any installation. Installation
 78 must be performed by a LW licensed Electrical contractor.

79
 80 **Cleaning of Solar System Panels:**

81
 82 Cleaning of solar panels must be performed by LW Service Maintenance, a LW approved
 83 handyman, the roofing company that holds the current warranty or the solar system contractor,
 84 at the Shareholder's expense. It's suggested that solar panels be cleaned once a year by

SEAL BEACH MUTUAL NUMBER FOUR

Physical Property – Resident Regulations

85 approved contractor.

86

87 **Insurance:**

88

89 The Shareholder is required to have H06 Insurance policy of \$500,000 liability minimum.

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94 _____
Shareholder Signature Date Apt

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99 _____
Shareholder Signature Date Apt

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Shareholder Signature Date Apt

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109 _____
Contractors Signature Date Contractors License #

110

111 All applications will be approved on a case-by-case basis.

112

Document History

Adopted: 10 Aug 22 Amended: 12 Oct 22 Amended: 09 Nov 22

Keywords: Mutual Four

113

SEAL BEACH MUTUAL NO. 4
Delinquent Assessment Collection Policy
(Adopted ____, 2022)

Prompt payment of assessments by all shareholders is critical to the financial health of Seal Beach Mutual No. 4. ("Association" or "Mutual 4") and to the enhancement of the property values of our homes. Your Board of Directors ("Board") takes its obligations very seriously under the Association's governing documents, including, without limitation, the Occupancy Agreement, and the California Civil Code ("Civil Code") to enforce the shareholders' obligation to pay assessments. Pursuant to the Association's Occupancy Agreement and the Civil Code, the following assessment practices and policies outlined below have been adopted by the Board and shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board.

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the shareholder of the property at the time the assessment or other sums are levied. (Civil Code Section 5650(a))
2. Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments and reimbursement assessments shall be due and payable on the due date specified by the Mutual 4 Board, which date will not be less than thirty (30) days after the date of Notice of the Assessment. Regular, special and reimbursement assessments (hereinafter collectively referred to as "Assessments"), interest, late charges, collection costs and reasonable attorney's fees, if any are imposed, are the personal obligation of the person who is the shareholder of the shares of stock associated with the Unit at the time when the assessment or other charge fell due regardless of whether a courtesy statement or courtesy late letter is received.
3. A shareholder may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure provided the amount in dispute does not exceed the California jurisdictional limits of the small claims court. By doing so, the shareholder may in addition to pursuing dispute resolution pursuant to Civil Code Sections 5925-5965, commence an action in small claims court.
4. Assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) or ten dollars (\$10.00), whichever is greater, may be applied if payment in full of any Assessment is not received thirty (30) days after the payment is due. A late charge will not be imposed more than once per delinquent installment.
5. An interest charge at a rate not to exceed twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent Assessments, late charges, cost of collection and fees, and attorney's fees. Such interest charges shall commence thirty (30) days after the Assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. Pursuant to Civil Code Section 5650(b), Mutual 4 is entitled to recover reasonable collection costs. Such collection costs include, without limitation: All late charges, interest, attorney's fees, management costs, mailing costs, recording costs, publication costs and service costs. Such

collection costs will become the liability of the delinquent shareholder. It is the policy of Mutual 4 not to routinely waive any duly imposed collection costs. Please also note that returned checks may be subject to a service fee.

7. Payments received on delinquent Assessment accounts will be applied first to the Assessments owed. Only after all assessments are paid in full will payments be applied to collection fees and costs, attorney's fees, late charges or interest. (Civil Code Section 5655(a))
8. If a special Assessment is payable in installments and an installment payment of that special Assessment is delinquent for more than fifteen (15) days, all installments will be accelerated, and the entire unpaid balance of the special Assessment shall become immediately due and payable. The remaining balance shall be subject to late charges, interest, costs of collection, and lien rights as provided herein.
9. The Association or the Association's managing agent may, but is not required to, send to the shareholder a late letter once an assessment becomes delinquent. A charge (if any) for the late letter will be added to the shareholder's delinquent account.
10. If the delinquent shareholder does not bring the account current within thirty (30) days of notice of the delinquency, Mutual 4 can seek an unlawful detainer and eviction pursuant to the terms of the shareholder's Occupancy Agreement.
11. Any Assessment payments received from a delinquent shareholder will be applied to that shareholder's account. However, absent receipt of payment in full of all amounts due, Mutual 4 will proceed with any unlawful detainer action initiated against the shareholder's separate interest, or the delinquent shareholder personally, pursuant to and consistent with the requirements of California statutory and case law unless the payments are remitted pursuant to a written payment plan approved by the Mutual 4 Board.
12. In the alternative, if an assessment is delinquent, the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the shareholder as required by Civil Code Section 5660 by certified and first class mail, to the shareholder's mailing address of record advising of the delinquent status of the account, impending collection action and the shareholder's right to request that the Association participate in internal dispute resolution ("IDR"). The shareholder will be charged collection fees and costs for the pre-lien letter. Notwithstanding the provisions of this paragraph, the Association may (i) send a pre-lien letter to a delinquent shareholder at any time when there is an open escrow involving the shareholder's separate interest, and/or (ii) issue a pre-lien letter immediately if any special assessment becomes delinquent even if the shareholder is current in paying their regular assessments.
13. If a shareholder fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board, by majority vote in an open meeting, shall authorize the recordation of a lien for the amount of any delinquent assessments, late charges, interest and/or collection fees and costs, including attorneys' fees, against the shareholder's property. The shareholder will be charged collection fees and costs for preparation and recordation of the lien. The lien may be enforced in any manner permitted by law, including, judicial or non-judicial foreclosure. See Civil Code Sections 5700-5720.
14. The lien may be enforced by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. A delinquent shareholder could lose ownership of

- the property if a foreclosure action is completed. The delinquent shareholder will be responsible for significant additional collection fees and costs for enforcement of the lien against the property.
15. The decision to foreclose against a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent shareholder(s) by identifying the matter in the minutes by the parcel number of the shareholder's property, rather than the name of the shareholder(s). Prior to initiating the foreclosure sale against a recorded lien, the Association shall offer delinquent shareholders the option of participating in IDR or Alternative Dispute Resolution ("ADR") with a neutral third party pursuant to Civil Code Sections 5925-5965, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
 16. Upon a shareholder's written demand, the Association shall make specified Association records available for inspection and copying pursuant to Civil Code Sections 5200-5240.
 17. In the event it is determined that the shareholder has paid the assessments on time, the shareholder will not be liable to pay the charges, interests, and costs of collection.
 18. The shareholder has the right to request a meeting with the Board of Directors as provided by Civil Code Section 5665.
 19. A shareholder has the right to dispute the debt by submitting a written request for dispute resolution pursuant to the Association's "meet and confer" program pursuant to Civil Code Sections 5900-5920.
 20. A shareholder may submit a written request to discuss a payment plan for the debt to the Association's Board. The Board is not required to meet with an shareholder unless the request is mailed within fifteen (15) days of the date of the postmark of the pre-lien letter, in which case the Board shall meet with the shareholder in Executive Session within forty-five (45) days of the postmark of the request unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more directors to meet with the shareholder.
 21. The Association shall provide the shareholder the standard for payment plans if any exist. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plans. Payment plans shall not interfere with the Association's ability to record a lien against a shareholder's separate interest to secure payment for the shareholder's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the shareholder will not accrue while the shareholder remains current under the terms of the payment plan. If the shareholder breaches an approved payment plan, the Association may resume its collection action from the time prior to entering into the payment plan.
 22. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
 23. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and collection fees and costs, including attorneys' fees, must be paid in full to the Association.

24. There is no right of offset. A shareholder may not withhold Assessments owed to Mutual 4 on the alleged grounds that the shareholder would be entitled to recover money or damages from Mutual 4 based on some other obligation or some claim of another obligation
25. The Association shall charge the shareholder a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the shareholder's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.
26. Shareholders have a right to identify in writing to Mutual 4 a secondary address for purposes of, without limitation, collection notices delivered pursuant to this Article. The shareholder's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. A shareholder may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request. Upon receipt of a written request from a shareholder identifying a secondary address, Mutual 4 shall send notices to that secondary address.
27. All charges and fees set forth in this Article are subject to change upon thirty (30) days prior written notice.
28. Mutual 4 may, at any time, determine to file a personal lawsuit against the delinquent shareholder to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent shareholder.
29. If a lawsuit or unlawful detainer action is initiated by Mutual 4 to recover Assessments, Mutual 4 is entitled to recover not only the amount in default, but also reasonable costs of collection, including title company charges and attorney's fees as provided for by statute, as well as Mutual 4's Bylaws, the shareholder's Occupancy Agreement, and/or other Governing Documents.
30. Until the shareholder has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys' fees, the Board of Directors may, to the fullest extent permissible under the CC&Rs and applicable law, suspend the shareholder's right to use the Association's common area facilities after providing the shareholder with notice of a duly noticed hearing before the Board. No suspension imposed may prevent the delinquent shareholder from the use, benefit and pleasure of the shareholder's separate interest.
31. Within twenty-one (21) days of payment in full of all delinquent Assessments and charges, the attorney will dismiss the unlawful detainer action, and will provide the shareholder with a copy of such dismissal.
32. When a shareholder makes a payment, the shareholder may request a receipt and Mutual 4 shall provide same which shall indicate the date of payment and person who received such payment.

The mailing address for overnight payment of assessments is:

SEAL BEACH MUTUAL NO. 4
Leisure World
Attn: Cashier, Finance Office
3590 P.O. Box 2069
Seal Beach, California 90740

SEAL BEACH MUTUAL NUMBER FOUR

Physical Property – Resident Regulations

AMEND

Garden Area Flower Gardens, Vegetables, Trees, and Shrubs

This Article outlines the shared responsibilities of the Mutual and its Shareholders. The Landscape Committee and Building Directors are entrusted with the management of landscaping including the responsibility for inspections and enforcement of this Garden Rule.

If all Shareholders follow the policy as outlined below, the landscape areas will display what most Shareholders would consider an appealing appearance of the Mutual, a benefit for all as an attractive place to live and an enhancement of property values in the event of resale.

All Flower Gardens ~~areas~~ beyond the drip line are in the common area owned by the Mutual shareholders; therefore, the use of this common area for Flower Gardens is subject to change at the discretion of Mutual Four’s Board of Directors.

Over the Mutual’s lifetime, the sizes of the Flower Gardens ~~areas~~ have varied. While it is impossible to have total consistency in the sizes of the gardens, the following guidelines can be helpful in decision making.

FLOWER GARDEN SIZES

1. Guidelines for approved Flower Garden sizes vary depending on the unit location, sidewalk location, safety, and aesthetics. Flower Garden measurements are from the face of the building.
2. At the time of resale or transfer of the share of stock, the shareholder (seller) may be required to re-align the Flower Garden area with the remaining gardens in the building. The guideline for a Flower Garden size is site specific.
3. Shareholders in units A, F, G and L, after Board consultation, may be allowed a Flower Garden ~~area~~ at the end of their unit, depending on the area available. ~~The~~ Planting cannot encumber entry to the attic or access to the meter panel. These Flower Gardens shall be site specific.
4. The Board may allow, on a case-by-case basis, a Flower Garden at the side of a laundry room to be site specific.
5. Any exceptions to these guidelines shall be brought to the Board, in writing, and will be reviewed on a case-by-case basis.

(Dec 22)

SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations****AMEND****GARDEN FLOWER GARDEN, VEGETABLES, TREES, AND SHRUBS USE**

1. Shareholders may select plants of their choice from the list of approved plants (see list on page 4). Trees or other plants with root growth that are invasive and have the potential to damage the Mutual's structures, **walls** and walkways are prohibited. Vines are not permitted to climb on any structure or light poles. If a trellis is used, it must be freestanding and be kept 12" below the eaves. All planting must be trimmed back 6" from the building. Removal of any offending growth will be done by the Mutual at the shareholder's expense if shareholder does not maintain these standards. All grounded and potted plants shall be trimmed 12 inches below gutter line.
2. Watering, fertilization, and plant pest control within the ~~garden area~~ **Flower Gardens** are the responsibility of the shareholder.
3. **Flower** Gardens are cultivated by the Mutual's gardening service UNLESS the shareholder wants to perform this task. If shareholders want to maintain their own garden(s), they must insert red flags in the **Flower Garden**. **Inserting a red flag does not mean the Gardeners will not trim out of compliance growth; the red flag indicates the Shareholder will weed their own Flower Garden.** Gardeners are instructed to remove weeds, including baby tears, wild mint, and plants of the spiderwort family, all of which can spread into the lawn or neighboring garden. Roses are trimmed in December/January by the Mutual's gardeners in all gardens except red-flagged gardens.
4. Potted plants may not inhibit the 36" entry requirement, nor are they permitted on the entrance walk, on top of pad mount transformers, hung from or placed on pad mount enclosures (per Policy 7492), or on telephone vaults. Potted plants may not be placed on Patio walls. **They are, however, allowed on porch walls.**
5. Free-standing, aesthetically pleasing objects, **as determined by the Landscape Committee,** are permitted in the **Flower** Garden **area**. The Board may require any objects be removed from the **Flower** Garden **area**.
6. Sprinklers within the shareholder's **Flower** Garden ~~areas or wall garden~~ must be installed by the Mutual's gardeners at the shareholder's expense. Maintenance of sprinklers within **Flower** Garden areas will be at the shareholder's expense.
7. Prohibited Uses of **Flower** Gardens Area: Front and side gardens may not be used as storage areas. Items such as garden soil, empty pots, garden tools, potting tables, cabinets, scaffolding, shelving, bikes, kayaks and/or surf boards are prohibited in front and side **flower** gardens and may not block Unit windows. Patio Furniture is NOT allowed in the **Flower** Garden ~~area~~.

(Dec 22)

SEAL BEACH MUTUAL NUMBER FOUR

Physical Property – Resident Regulations

AMEND

82 8. Overgrown **Flower Gardens Bed**. If a **Flower Garden bed** is deemed to be an eyesore by
 83 the Landscape Committee and provides hiding places for spiders, rodents, and wildlife,
 84 ~~then~~ the Shareholder will be asked, in writing, to clean it out. If the Shareholder does not
 85 clean out the “overgrown” **Flower Garden bed** and/or overabundance (~~more than one-~~
 86 ~~every (3) feet~~) of potted plants **or in-ground plants**, then the Mutual will do it. The
 87 Shareholder will not be reimbursed for any plants, pottery, containers, or non-authorized
 88 “items” in the flower bed. Plants must be cut back so as not to extend over the garden line,
 89 in all cases. Removal of any offending growth will be done by the Mutual at the
 90 Shareholder’s expense.

91
 92 Temporary Nursery containers are not allowed to be displayed; all plants in a pot will need
 93 to be in a decorative pot with a concrete paver under it. Pots that have saucers under it will
 94 not be allowed due to water attracting wildlife and mosquitoes. Potted plants are not to be
 95 displayed on Patio walls, **only porch walls**. No more than 8 potted plants are allowed in the
 96 **Flower Garden area**. No more than 8 potted plants are allowed on the ~~porch~~/patio. **If there**
 97 **is not a patio, then a maximum of 8 potted plants are allowed.**

98
 99 9. Trees within **Flower Gardens Areas**. **By definition, trees are woody, perennial plants**
 100 **that have one central stem, can grow to a considerable height, and normally have a**
 101 **distinct head. Shrubs are woody, perennial plants that have a number of stems usually**
 102 **produced from near the soil line of the plant. Due to the potential for damage to the**
 103 **buildings, walls and plumbing, no trees or shrubs with aggressive root systems are**
 104 **allowed in the Flower Garden. All trees or shrubs with aggressive root systems will be**
 105 **removed from Flower Gardens at shareholders’ expense after written notification of fifteen-**
 106 **day removal cycle. However, if an existing tree or shrub poses no danger to Mutual**
 107 **property, an exemption for a tree or shrub planted in a flower garden may be approved by**
 108 **the board upon written request by the shareholder. No individual Mutual Director or Mutual**
 109 **Officer can approve an exemption on their own. Also, dwarf citrus trees may be planted in**
 110 **wooden boxes or decorative pots, placed on top of a concrete block that will not allow the**
 111 **tree to take root and located in the Flower Garden. All dwarf citrus trees, Shrubs, Plants**
 112 **and Flowers must be kept twelve (12) inches below the eaves and at least six (6) inches**
 113 **from the building not extending past the Flower Garden boarder. Shareholders failing to**
 114 **adhere to these rules will be responsible for the cost of commercial pruning. Any exception**
 115 **to these rules must be approved by the board. These exemptions are null and void once**
 116 **the unit changes ownership, and the trees or shrubs in question will be removed and cost**
 117 **for removal will be billed to seller through escrow.**

VEGETABLES IN FLOWER GARDEN

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 121 1. Small quantities of vegetables may be grown in Flower Gardens in a pot with a
 122 concrete block under the pot, but the Flower Garden cannot be planted entirely

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SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations****AMEND**

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with vegetables.

2. All vegetables must be grown in a half-inch metal mesh rodent resistant enclosure minimum height of two feet. Ripe produce must be removed in a timely manner to deter rodents.

TURF AREAS

1. Turf areas are all the grounds located outside of each apartment beyond the drip line and **Flower Gardens** area. Turf areas are common area. These areas are owned by the Mutual and are the exclusive responsibility of the Mutual. Shareholders are not permitted to install, remove, or relocate plants or any other landscaping in the turf areas, including areas around light poles. Shareholders are not permitted to install, remove, relocate, or adjust sprinklers in turf areas. A director has the authority to ~~any problem plant~~ **have any plants, flowers, shrubs or trees removed from the turf areas that are not approved by the Mutual Board.**
2. Artificial turf will not be allowed in and around fresh turf areas. Any artificial turf already in place will become the sole responsibility of the shareholder to maintain and replace as needed. **At the time of resale or transfer of the share of stock, the shareholder (seller) may be required to remove the artificial turf.**
3. Tree issues will be addressed by the Landscape Committee. Under certain circumstances, trees that are removed may not be replaced. **As a general policy, however, if a tree is removed it must be replaced somewhere within the mutual. If removal was requested by a shareholder and approved by the board, shareholder will pay for cost of removal, purchase and planting of a new tree. The tree becomes the property of the Mutual and will be maintained by the Mutual at the Mutual's expense.**
4. If a shareholder wants a tree planted in an area where no tree was previously planted, approval must be obtained from the Board. The tree shall be planted by the Mutual landscaper and all costs of tree and planting shall be ~~at borne by~~ **at borne by the shareholder's expense.** The tree becomes the property of the Mutual and will be maintained by the Mutual at the Mutual's expense.
5. The Mutual's "common areas" can be used for temporary reasons e.g. construction activity and moving with director approval.

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SEAL BEACH MUTUAL NUMBER FOUR**Physical Property – Resident Regulations****AMEND**

- 162 6. Scallop borders, or bordering materials in other shapes, shall not be placed around the
 163 base of trees nor shall scallops be positioned in any way that obstructs turf maintenance,
 164 such as lawn mowing, leaf and weed removal, or vacuuming of cut grass. Shareholders
 165 may not place potted plants or decorative objects at the base of trees as this will restrict
 166 the volume of water said tree receives from the sprinklers.
 167
- 168 7. Water Restrictions: During drought conditions, landscape and garden watering by
 169 **shareholders** is allowed **only** on **Tuesdays, Thursdays, and Saturdays from April 1**
 170 **through September 30**. From October 1 through March 31, when the temperature is
 171 cooler and there is more natural rainfall, watering is allowed on Tuesdays and Saturdays
 172 only. **Shareholder hoses must be equipped with auto shut-off nozzles**. Shareholders are
 173 NOT allowed to hose down **hardscape areas such as patios, porches**, sidewalks, streets,
 174 and concrete areas.
 175

PLANT GUIDELINES

176 The selection of plants allowed for the gardening areas is not limited to the plants listed here.
 177

Bushes and shrubs that do well:

180 Heavenly **B**amboo, **H**ibiscus, **H**olly **F**amily, **H**ydrangea, **I**ndian **H**awthorn, **J**uniper
 181 **S**hrubs, **L**ily of the **N**ile, **M**irror **P**lant, **S**tar **J**asmine, and **B**ottle **P**alm **T**ree.
 182
 183
 184
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Smaller flowering plants that do well:

186 Azalea, **G**camellia, **D**ahlia, **D**aisy, **F**uchsia, **G**ardenia, **M**ums, and **R**oses.
 187
 188
 189

Perennial flowers that do well in our climate and soil (young plants need protection from rabbits):

190 **G**eraniums, **I**mpatiens, **M**arigolds, **V**incas, and **W**wax **B**egonias
 191
 192
 193

194 Note: The plants listed above seem to be ignored (at this time) by rabbits, but that could change
 195 (**P**ansies and **L**obelias are favorites of **R**abbits).
 196

Plants that, by their nature, cause problems and are not allowed:

197 Asparagus Fern, **B**baby **T**ears, **B**bird of **P**aradise, all fruit trees except **C**itrus, **F**icus **T**rees,
 198 **I**vy, **S**pidewort **F**amily, **W**wild **M**int, selected palm trees based upon location, and **F**irestick_
 199 plant also known as **milk bush** and **pencil bush** and officially known as **E**euphorbia **T**tirucolli.
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 201
 202

203 All **C**itrus trees must be of the dwarf variety and are allowed in the garden area in self-contained

(Dec 22)

SEAL BEACH MUTUAL NUMBER FOUR

Physical Property – Resident Regulations

AMEND

204 wooden boxes **with a concrete block underneath**. Any exception of the above must be
205 approved by the Board. **No individual mutual director or mutual officer can approve on their**
206 **own.**

207
208 No new **bottle brush** trees are allowed in Mutual Four. Existing trees are **grandfathered** in and will
209 not be removed unless diseased or dead, as diagnosed by the Landscape Company and
210 approved by the Landscape Committee.

211

Document History

Adopted: 22 Jan 12

Amended: 14 Sept 22

Amended: 14 Dec 22

Keywords: Mutual Four

212

(Dec 22)

FIRE SAFETY



November 2022

Portfolio Specialist Report



ORANGE COUNTY FIRE AUTHORITY NOVEMBER 2022 SOCIAL MEDIA / RSG! TOPICS

KEEP a lid or fire extinguisher
NEARBY when cooking



ocfa.org



Holiday Cooking Safety: More cooking fires are reported on Thanksgiving Day than any other day of the year, followed by Christmas and Christmas Eve. Help protect your family and home by keeping a lid or fire extinguisher nearby when cooking this holiday season. For more information on holiday cooking safety, visit ocfa.org.

STAY in the kitchen when cooking
NEVER LEAVE food unattended



ocfa.org



Holiday Cooking Safety: Unattended cooking is the leading cause of home cooking fires. Stay in the kitchen when frying, grilling, or broiling food. For more information on cooking safety, visit ocfa.org

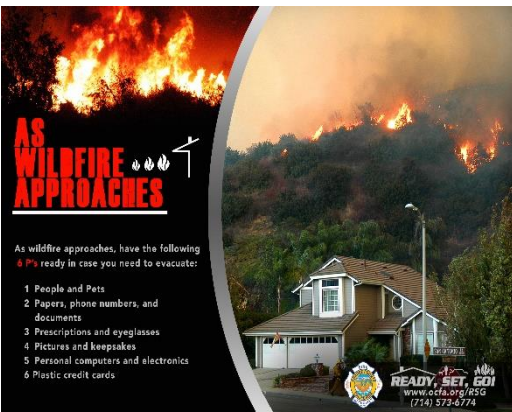
PULL the PIN, **AIM LOW**, **SQUEEZE** the LEVER,
SWEEP the NOZZLE from side to side



ocfa.org



Fire Extinguishers: Fire extinguishers can save lives and property! Use the P.A.S.S. Method – Pull the pin, Aim low, Squeeze the lever, and Sweep the nozzle from side to side. For more information on fire extinguishers, visit ocfa.org.



AS WILDFIRE APPROACHES

As wildfire approaches, have the following ready in case you need to evacuate:

- 1 People and Pets
- 2 Papers, phone numbers, and documents
- 3 Prescriptions and eyeglasses
- 4 Pictures and keepsakes
- 5 Personal computers and electronics
- 6 Plastic credit cards

READY, SET, GO!
www.ocfa.org/RSG
(714) 573-6774

As Wildfire Approaches: To prepare for a possible evacuation, load everything in your car, including your Disaster Supply Kit and Go! Bag. Back the car in the driveway and keep the keys with you in case you need to leave quickly. For more information on what to do as wildfire approaches, visit ocfa.org/RSG.

FIRE EXTINGUISHERS



Fire extinguishers can save lives and property, but should only be used if the fire is small, smoke and heat have not filled the room, and if you have a clear escape route. If you're unsure, evacuate immediately and call 9-1-1.



Since fire grows and spreads rapidly, the number one priority is to get out safely.



**Orange County
Fire Authority**

(714) 573-6200
ocfa.org



Types of Fire Extinguishers

Multipurpose (ABC) fire extinguishers are recommended for home use. Fire classifications are used to indicate the type of fire they will extinguish.

- A – For use with ordinary materials like cloth, wood, and paper.
- B – For use with flammable liquids like grease, gasoline, oil, and oil-based paints.
- C – For use with electrical equipment that is connected to an outlet.

Before Using a Fire Extinguisher

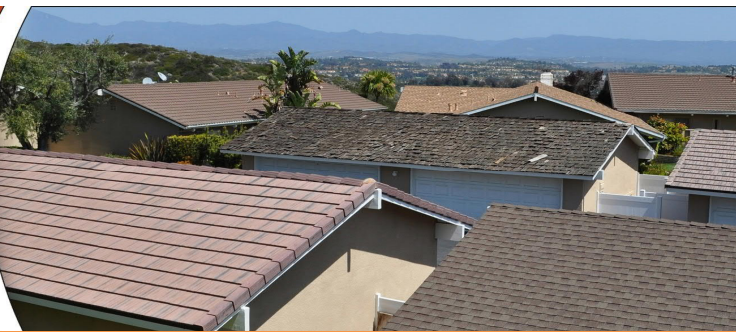
- Alert others that there is a fire and appoint someone to call 9-1-1.
- Make sure the fire is small, not spreading, and that you have a clear escape route.

The P.A.S.S. Method

- Pull the pin.
- Aim low. Stand six to eight feet away and point the extinguisher nozzle at the base of the fire.
- Squeeze the lever slowly and evenly.
- Sweep the nozzle from side to side until the fire is completely out.

Fire Extinguisher Maintenance

- Keep your extinguisher in plain view and out of the reach of children.
- Read and follow all instructions on the label and check for dents, corrosion or damage monthly.
- Non-rechargeable fire extinguishers should generally be replaced every five to seven years.
- Fire extinguishers are good for one use only. To dispose of an extinguisher, release the pressure by squeezing contents into a trash can. Let the extinguisher sit for 48 hours and then throw it in a trash can. You can also drop off used extinguishers at any household hazardous waste facility.



The roof is the most at-risk part of a home during a wildfire. Even if the flames never reach your property, windblown embers can threaten your home and bring fire to your front door.



Keep your roof clear of debris year round.



Orange County
Fire Authority

www.ocfa.org/RSG

If burning embers cause your roof to catch fire, it is likely that the fire will spread to the rest of your home. Homes with flammable roofs are much more likely to be destroyed than those with fire-resistant roofs.

Pine needles, leaves, and debris build up put your roof at risk from burning embers.

Plug gaps between the roof covering, roof deck or sheathing with non-combustible materials regardless of your roof's rating. This is often called "bird stopping," as it stops birds from building nests in gaps on the roof's edge.

Replacing plastic skylights with dual pane glass is another way to better protect your home. Dual panes and tempered glass are much more likely to resist damage if exposed to burning embers.

For more information, please visit the OCFA website or call (714) 573-6774 to schedule a Wildfire Home Assessment.

READY, SET, GO!

AS WILDFIRE APPROACHES



Early evacuation is the best way to protect yourself and your loved ones during a wildfire. As a wildfire approaches, follow these steps to help prepare your family and home, and make your evacuation safer.



Review your Wildfire Action Plan so all family members have the same information and know what to do.



**Orange County
Fire Authority**

www.ocfa.org/RSG

Have all necessities ready, including the 6 P's, in case you have to evacuate:

1. People and pets
2. Papers, phone numbers, and important documents
3. Prescriptions, medical equipment, and eyeglasses
4. Pictures, family keepsakes, and other meaningful items
5. Personal computers, hard drives, tablets, or other data storage devices, including cell phones, and chargers
6. Plastic credit cards, ATM cards, and cash

Load everything into your car, including your Disaster Supply Kit and Go! Bag. Then, back the car into the driveway and close the windows and doors. Keep the keys with you, in case you need to leave quickly.

At Home:

- Close all windows and doors
- Shut off air conditioning and fans
- Close the fireplace flue
- Leave lights on, including porch lights
- Move outdoor combustible items (patio furniture, door mats, charcoal, firewood, lighter fluid, brooms, trash cans, etc.) away from the house or bring them inside
- Turn off propane tanks
- Close the garage door
- Connect garden hoses to spigots and place them so they can reach any area of the house
- Don't leave sprinklers on or water running as this can waste critical water pressure

For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.



PORTFOLIO SPECIALIST REPORT

NOVEMBER 2022

PROPER USE OF GARBAGE DISPOSAL

When using the garbage disposal be sure to run plenty of water!

Follow these easy steps when using the garbage disposal:

1. Turn on the cold water
2. Turn on the disposal
3. Feed the material into the disposal a little at a time
4. When the hammering stops, turn off the disposal and keep the water running for one minute
5. Make sure to run the disposal every day, even though you are not putting it to normal use
6. If the disposal stops working, locate the RED re-set button on the bottom surface of the unit and hold for 30-seconds.

REMINDER

Please do not grind these items

Bones
Carrot peelings
Celery & Rhubarb Stalks
Coffee Grounds
Corn Cobs—Husks or Silks
Egg Shells

Onion Skins
Pea Pods
Potato Peelings
Grease
Pills
Glass
Rice
Any fibrous materials

If the disposal is not grinding as well as it should, grind some ice to sharpen the blades.

To deodorize the disposal, grind some lemon, lime, or orange rinds.

