#### **AGENDA**

## REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL FOUR

March 13, 2024

Open Forum begins at 8:30 a.m. – Meeting begins at 8:45 a.m. Conference Room B and via Zoom Video & Conference Call

<u>TO ATTEND ON ZOOM:</u> The Shareholder will be provided with instructions on how to access the call via Zoom/telephone upon the Shareholder contacting Mutual Administration and requesting the log-in information. Please submit your information, including your name, Unit number, and telephone number, via e-mail at <a href="mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a> or by calling (562) 431-6586 ext. 2320, by 03/12/2024 no later than 3:00 p.m., the business day before the date of the meeting.

TO PROVIDE COMMENTS DURING MEETING: In order to make a comment during the open Shareholder forum, the Shareholder must submit all the necessary information stated above, via e-mail at <a href="mailto:mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a>, and state their intent to speak. Please send in your request by 03/12/2024 no later than 3:00 p.m., the business day before the date of the meeting.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. ROLL CALL

President Kuhl, Vice President Glasser, Secretary Falconer, Chief Financial Officer Green, Directors Potter, Cross, and Aguero.

3. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Marsha Gerber, GRF Representative Darrien Moore, Building Inspector Dinna Kong, Portfolio Specialist

- 4. APPROVAL OF MINUTES
  - a. Regular Meeting Minutes of February 14, 2024.
- 5. BUILDING INSPECTOR'S REPORT

Mr. Moore

Permit activity; escrow activity; contracts & projects; shareholder and mutual requests (p.3)

- a. Discuss and Vote to Approve Anguiano Lawn Care Proposal for Unit # 42-D. (pp.4-6)
- b. Discuss and Vote to Approve J&J Landscaping Proposal for Unit #74-F. (pp.7-9)
- c. Discuss and Vote to Approval MP Construction Change Order 2 for Unit # 45-H. (pp.10-12)
- 6. GRF REPRESENTATIVE

Ms. Gerber

7. SECRETARY / CORRESPONDENCE

Ms. Falconer

8. CHIEF FINANCIAL OFFICER'S REPORT

Ms. Green

- a. Discuss Idle Funds Options.
- 9. UNFINISHED BUSINESS
  - a. Discuss and Vote to Ratify Rule 04-7471-1 Termite Control. (pp.13-14)
  - b. Discuss and Vote to Amend Rule 04-7496-1- <u>Electric Vehicle Charging Station Rules</u>. (pp.15-18)

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- c. Discuss and Vote to Amend Unit Electric Circuit Panel Replacement Plan. (pp.19-20)
- d. Discuss and Vote to Amend Procedure 04-7452-3 Equipment Standards. (pp.21-24)
- e. Discuss and Vote to Amend Rule 04-7701-1- <u>Personal Property and Liability Insurance</u> & 04-7701-4- <u>Personal Property and Liability Insurance Form</u>. (pp.25-29)
- f. Discuss Rule 04-7585-1 <u>Governing Document Compliance Corrective Measures and Fines</u>. (pp.30-34)
- g. Discuss Mutual Four no longer will be responsible for refrigerators, stoves, and ovens.
- h. Discuss Options that Meet the Requirements of AB 1572.
- i. Discuss Mutual Four Taco Fiesta.

### 10. NEW BUSINESS

- a. Approval of Monthly Finance. (p.35)
- b. Discuss and Vote to Allow J&J to Park A Cart and Use A Storage Unit within Mutual Four. (p.36)
- c. Discuss and Vote to Approve J&J Landscaping Proposal on Plants Surrounding EV Gear Boxes. (pp.37-40)
- d. Discuss and Appoint Inspectors of Elections. (p.41)
- e. Discuss and Vote to Approve Cumulative Voting Statement. (p.42)

### STAFF BREAK BY 11:00 a.m.

### 11. PORTFOLIO SPECIALIST REPORT

Ms. Kong

#### 12. COMMITTEE REPORTS

a. Member Services Committee

b.	Facilities Committee	Ms. Falconer
C.	Operations Committee	Ms. Potter
d.	Administration Committee	Ms. Kuhl
e.	Landscape	Mr. Cross
f.	Special Events	Ms. Glasser
g.	Electric Vehicle	Ms. Green

#### 13. ANNOUNCEMENTS

- a. NEXT MEETING: Wednesday, April 10, 2024, Open Forum begins at 8:30 a.m. and the Meeting begins at 8:45 a.m. in Building 5, Conf. Room B and via Zoom Conference Call
- 14. DIRECTORS' COMMENTS
- 15. ADJOURNMENT
- 16. EXECUTIVE SESSION

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

MUTUAL 4 INSPECTOR'S REPORT							
MUTUAL: (04) FOUR DATE: MARCH						INSPECTOR:	Darrien Moore
	PERMIT ACTIVITY						
UNIT #	WORK DESCRIPTION	GRF/CITY PERMIT	START DATE	FINISH DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR
40-E	FLOORING	GRF	02/24/24	04/24/24	NO		BIXBY PLAZA
42-D	Cement Strip	GRF	02/29/24	03/15/24	NO		Anguiano
47-I	REMODEL	BOTH	06/27/22	03/01/23	YES	inspection correction 09/18/23	HANDYCREW
74-D	Cabinets	вотн	12/28/23	02/28/24	NO	FINAL - 02/23/24	LW DÉCOR
74-F	Cart Pad	GRF	02/20/24	05/02/24	NO		J&J Landscape
79-G	Cabinets/Fridge	Both	02/21/24	08/21/24	NO		Cal Custom
80-J	Remodel	BOTH	10/30/23	10/30/24	NO	HALF FINAL - 01/16/24	CAL CUSTOM
84-I	POPCORN/REMODEL	BOTH	10/05/23	04/30/24	NO		MP CONSTRUCTION
84-J	KITCHEN	BOTH	01/20/24	03/30/24	NO		MAMUSCIA CONSTRUCTION
89-D	FLOORING	GRF	02/15/24	03/30/24	NO		KARYS CARPET

ESCROW ACTIVITY										
UNIT #	NMI	PLI	NBO	FINAL	FCOEI	RELEA	SE OF FUNDS	ACTIVE	CLOSING	CLOSED
37-D		01/12/24								
40-E		10/12/23	01/12/24	01/12/24						
46-F		10/12/23								
50-A		09/27/22								
50-F		04/20/23	06/08/23	06/13/23	06/23/23					
50-L		01/25/24								
51-G		04/20/23								
73-F		10/27/23	12/28/23	12/28/23						
74-L		11/21/23								
76-E		09/15/23								
77-E		03/20/23	06/06/23	06/06/23	06/16/23			13	3	20
77-I		01/24/24								
79-A		06/28/23	10/02/23	10/02/23	10/12/23					
79-E			01/17/24	01/25/24	01/18/24					
79-L		11/27/23								
80-J		06/22/23	09/14/23	09/18/23						
83-F		12/19/23	01/22/24	01/26/24	02/07/24					
82-L		08/03/23	08/28/23	09/13/23	10/10/23					
83-L		10/02/23	12/06/23	12/12/23	12/25/24					
89-D		08/11/23								
							•			
	NMI = New	Member In	spection	PI I = Pre	-l istina l	nspection	NBO = New Buver	Orientatio	n	

NMI = New Member Inspection PLI = Pre-Listing Inspection NBO = New Buyer Orientation FCOEI = Final Close of Escrow Inspection

CONTRACTS & PROJECTS				
CONTRACTOR	PROJECT	EXPIRATION		
J & J Landscape	Landscape Maintenance	11/1/2026		
Fenn Pest Control	Termite Inspections	5/31/2026		
Fenn Pest Control	Bait Station Maintenance	6/30/2026		
Francisc Dina Cooping	Dina Classins	42/24/2025		
Empire Pipe Ceaning	Pipe Cleaning	12/31/2025		

SHAREHOLDER & MUTUAL REQUESTS					
SHAREHOLDER	MUTUAL				

3 1 of 3

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE ANGUIANO LAWN CARE PROPOSAL FOR

UNIT # 42-D. (BUILDING INSPECTOR'S REPORT, ITEM A)

DATE: MARCH 13, 2024
CC: MUTUAL FILE

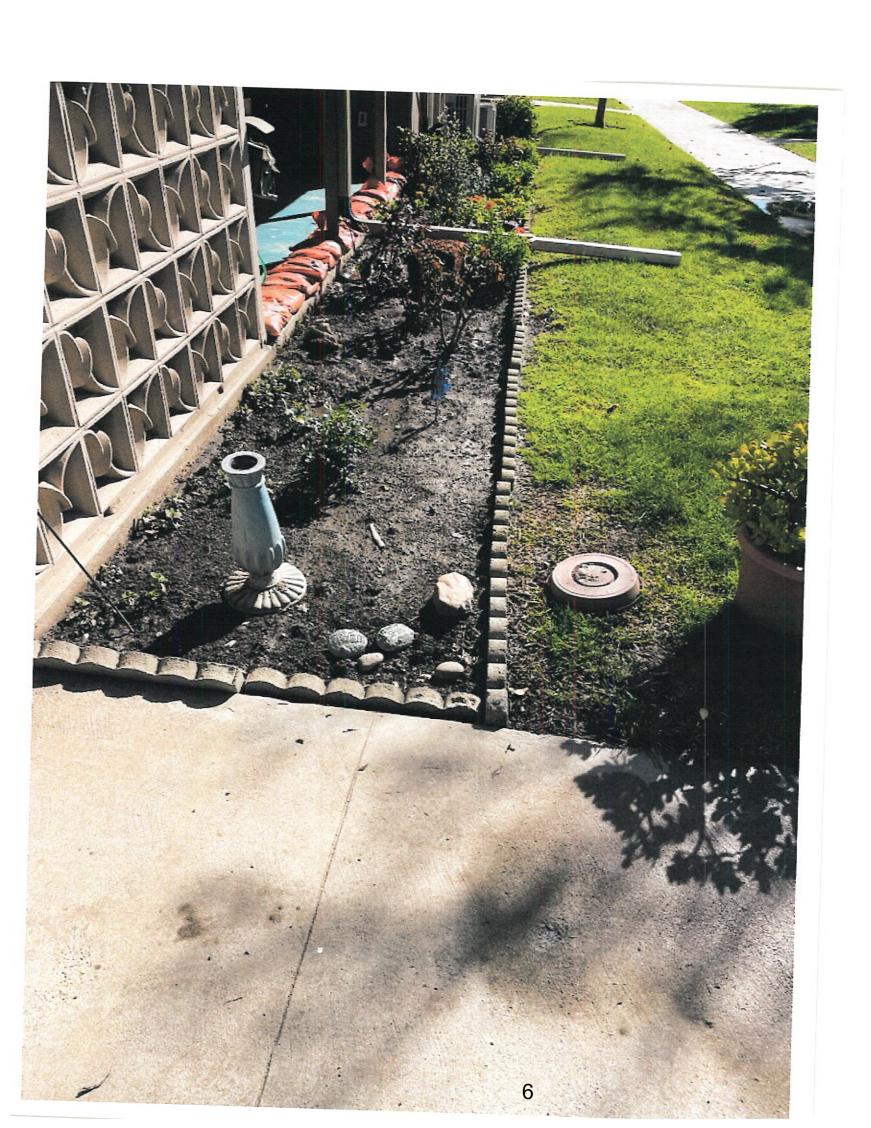
I move to approve Anguiano Lawn Care Proposal # 19174 to remove garden area edge blocks and replace with 5" wide 35 LN FT long cement mow strip for unit # 42-D. Work to be done at shareholder's expense.

## GOLDEN RAIN FOUNDATION BUILDING PERMIT

Permit: #\_\_ 19174

Fee: \$ 25.00

START DATE_	02/29/2024	MUT	UAL 04-0000	APT NO	042D	
COMPLETION	ATE03/15/202	24		TODAY'S DAT	02/21/2024	
RESIDENT NAM	IE Mary Regala	do		1320 Knollwoo		_
NATURE OF AL	TERATION:				11000 11120	_
		replace with 5" wide 35	I N FT long cer	ment mow etrin		
	area sage brooks	epiace with 5 wide 55	LIVIT I long cel	ment mow strip.		
(Per Building Mutua	•					
Do not change	or add to the above-	specified alterations withou	ut proper written a	approval and change	order from the Physic	cal Property Office.
		NOTICE TO R	ESIDENT OF	AGREEMENT		
This represents y your unit. No alt are completed.	our official Buildi eration may be s	ng Permit. When you tarted until this pern	receive this notice in the receive this notice.	permit, place it i Do not remove	n a conspicuous lo this permit until f	ocation in or at final inspections
I, Mary Regalado			Owner/Memb	er of the above	apartment do hei	eby agree to bear the
expense of the all part of the buildir	oove alterations a	and, in the event of v	acating this a	partment, this al	teration shall ther	eupon remain as
I agree all work	will comply with	Foundation and Mu will be free to use a	tual Corporat Ind enjoy the	ion policies, reg alteration with	ulations and proc n the framework	edures. During my of the Occupancy
	e personally resp	onsible for the repair	and mainten	ance of the alte	ation and author	ize in the event of
of the alteration	form, the Mutual which has been	Corporation to perfo authorized may be e	orm repairs of	r maintenance u	pon the alteration	even though part
ceiling of the awa	iling unit.	ally maintenance the				
from the Mutual	Corporation in ti	ne event that the Mi	utual Corpora	tion performs a	ny ranure, afte ny repairs or mai	r reasonable notice ntenance upon the
alteration. I will it	mmediate pay the	e Mutual Corporation	upon being b	illed.		
repair and mainte	enance of the alte	fer, obtain the conse eration herein provide	ed.	owner/member	s) to become res	ponsible for the
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Mutual Director's Sign	nature D	ate	Owner/Member	er Signature	Date	
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### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE J&J LANDSCAPING PROPOSAL FOR UNIT

# 74-F. (BUILDING INSPECTOR'S REPORT, ITEM B)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to approve J&J Landscaping Proposal # 19176 to remove grass, install cart part with 5' x 9', and re-route sprinklers as needed for unit # 74-F. Work to be done at shareholder's expense.

## GOLDEN RAIN FOUNDATION BUILDING PERMIT

5 - 7

Dry Wall

Scratch Coat

Brown Coat

Finish Plastering

Miscellaneous

Tile Approval

Fee: \$_ 25.00		BUILDING PERMIT	Permit: #_ 19176	
START DATE 02/	20/2024	MUTUAL 04-0000 A	PT NO 074F	
COMPLETION DA			DATE 02/21/2024	
RESIDENT NAME		ADDRESS _1351 We	ebum Road #74F	
NATURE OF ALTE				
Remove grass inst	all cart pad with pavers 5	x9'. Re-route sprinklers as needed.		
(Per Building Mutual S	tandarde)			
		alterations without proper written approval and	change order from the Physical Propert	v Office
Do not change of	•	OTICE TO RESIDENT OF AGREEM		y Onice.
your unit. No altera		nit. When you receive this permit, pl Intil this permit is posted. Do not re		
are completed.		Owner/Marchen of the		
I, Sandra Carlson expense of the abo	ve alterations and, in t	, Owner/Member of the he event of vacating this apartment,	above apartment do hereby agre this alteration shall thereupon re	
part of the building.		Great of vacuumy this apartment,	and archadon shall thereupon re	arium do
I agree all work w	rill comply with Founda	ation and Mutual Corporation policient free to use and enjoy the alteration		
Agreement.	aparunent, i wili be i	ree to use and enjoy the diteration	n within the framework of the	occupancy
		for the repair and maintenance of the		
		ation to perform repairs or mainten ed may be exterior to use interior.		
ceiling of the dwelling	ng unit.			
		ntenance the alteration and, in the		
		It that the Mutual Corporation performation performation upon being billed.	rms any repairs or maintenance	e upon tne
		ain the consent of the new owner/m	ember(s) to become responsible	for the
repair and mainten	ance of the alteration h	nerein provided.		
***		***		
Mutual Director's Signal	ture Date	Owner/Member Signature	Date	
as may be deemed undertaken. Prior	I adequate by the Phy to the issuance of thi	r performing this work is required sical Property Office, considering s Building Permit, Certificates of l e State of California and the City o	the nature of the work which i	is together
Physical Property	Office.			
CONTRACTOR MU	IST CALL PHYSICAL	PROPERTY OFFICE FOR INSPEC	TIONS WHEN JOB IS READY.	
	Permit Required? ontractor must call both the	_Yes _X_No Perm e Physical Property Office and City of Seal		hours'
		of Seal Beach Permit with Valuation Amou Property Office upon completion of altera		
***		Vlue	UTC 02/72/74	2
Contractor's Signature	Date	GRF Inspection/Superviso	r, Physical Property Office Date	_
J&J Landscaping				
	Approved By Da	ate_	Approved By	Date
BUILDING				
Footing		Landscaping		
Framing		Lock Box w/ key	1	
Wood Treatment		ELECTRICAL WORK		
Shear Panel		Rough Wiring		
Insulation		Final Inspection		
Roof Sheathing		HVAC		
Roof		Rough Wiring	[ <del></del>	
Flashing		Final Inspection	-	
Lathing		Rodent Proofing	**************************************	

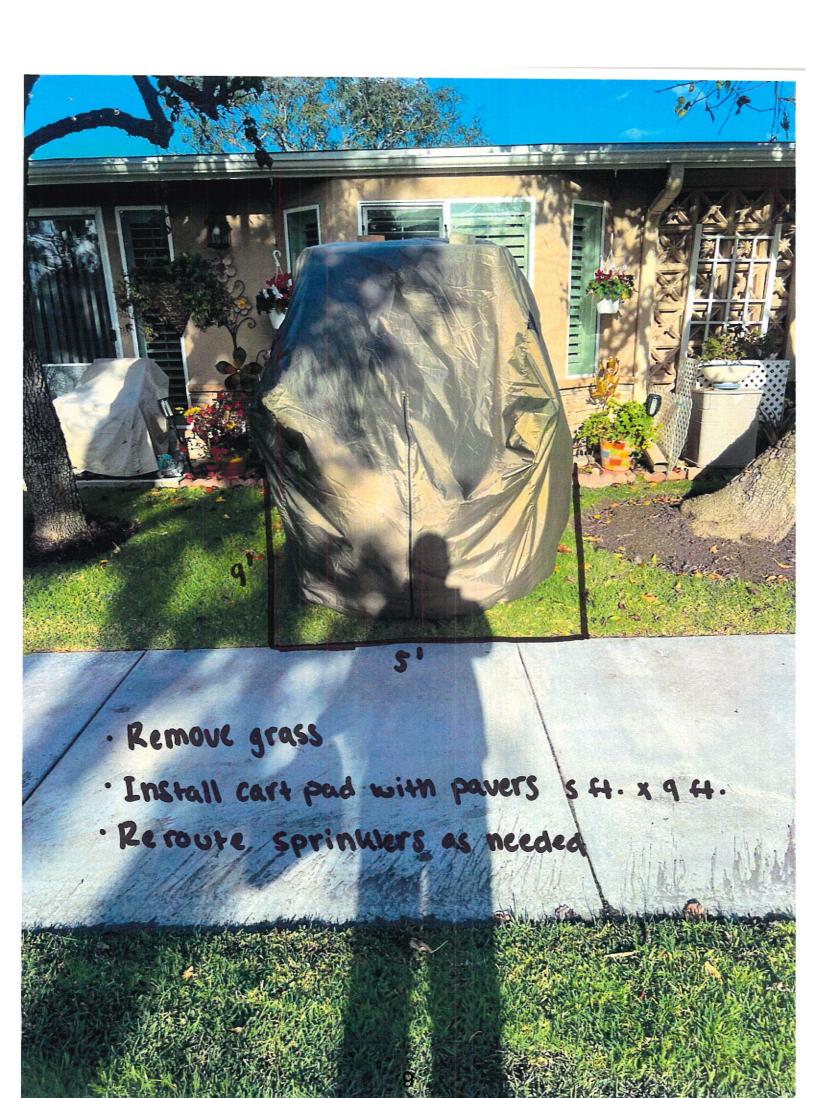
PLUMBING

Ground Work

Finish Work

Rough Plumbing

FINISH BUILDING



### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO APPROVE MP CONSTRUCTION CHANGE ORDER 2

FOR UNIT # 45-H. (BUILDING INSPECTOR'S REPORT, ITEM C)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to approve MP Construction change order 2 to build an outside wall and remove concrete of walkway to install new pavers for unit # 45-H. Work to be done at shareholder's expense.

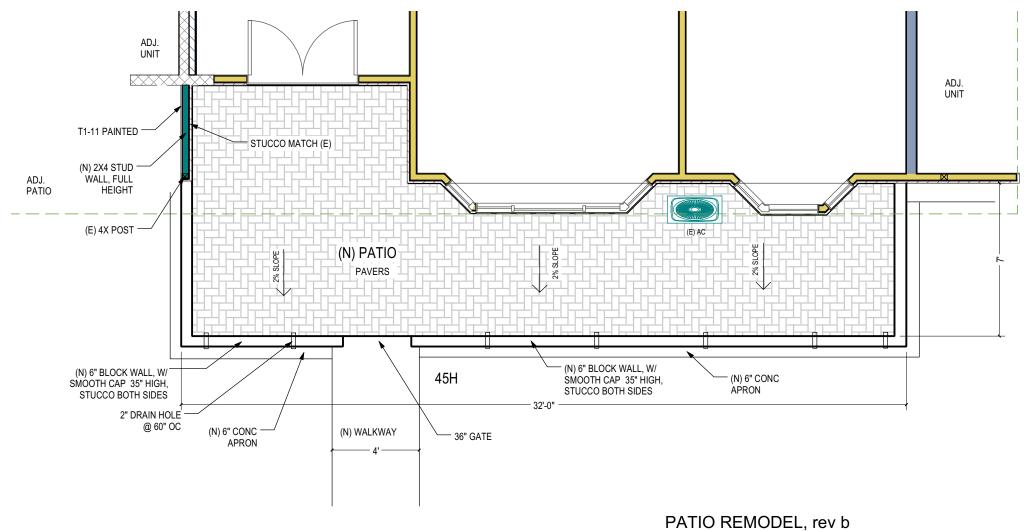
# GOLDEN RAIN FOUNDATION PHYSICAL PROPERTY DEPARTMENT POST OFFICE BOX 2069 SEAL BEACH, CA 90740

RECEIVED

JAN 2 4 2024

Community Facilities

CHANGE ORDER	2_2_
PROJECT – MARCH PROPOSAL SUBMITTED BY:	JOB ADDRESS:
MP construction	1281 Knollwood rd
pip constituence	1281 Knollwood 8d 4- 1445 H
	4-4571
WE PROPOSE TO PERFORM THE FOLLOWING WO Build and out side wall	Renove concite te
of side walk way to	INSTALL new pavers
	V
MATERIAL COST INCRE	ELETED FROM THE CONTRACT PRICE FOR
YOUR SIGNATURE BELOW SIGNI	FIED YOUR ACCEPTANCE
CONTRACTOR'S SIGNATURE	1-22-2026 DATE
DIRECTOR SIGNATURE	DATE
MEMBER SIGNATURE	1 22 2024 DATE
INSPECTOR SIGNATURE	DATE



1261 KNOLLWOOD RD UNIT 45H M4 SEAL BEACH CA

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO RATIFY PROPOSED RULE CHANGE BY AMENDING

RULE 07-7471-1 – TERMITE CONTROL. (UNFINISHED BUSINESS, ITEM A)

DATE: MARCH 13, 2024
CC: MUTUAL FILE

I move to ratify proposed rule change by amending rule 04-7471-1 – <u>TERMITE CONTROL</u> and renaming to <u>PEST CONTROL</u> of the Rules and Regulations; the 28-day posting requirement has been met.

### PHYSICAL PROPERTY

## **Pest Control**

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Any structural damage caused by a termite infestation shall be repaired or replaced at Mutual Expense.

Mutual 4 is obligated by California Civil Code 4775 to maintain common areas which include attics, turf, mutual common area gardens, walkways and patios. The mutual also must control. mutual common area structures from pests such as rodents and termites. The removal of bees' nests, carpenter bees, wasps' nests, yellow jacket hives, and fleas that inhabit the common area are the responsibility of the mutual. The shareholder is responsible for the treatment of ants, roaches, silverfish, mites, gnats, mosquitoes, flies, silverfish, vinegar flies, spiders, pantry pests, weevils, earwigs, crickets, lizards, bedbugs, fleas, and other pests inside the unit. The shareholder must contact a mutual director who will pass the request on to Service Maintenance or they may use a service company at their own expense. The mutual director will inform the shareholder of any monetary responsibility.

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## **Document History**

Adopted: 13 Dec 2017 Amended: 14 Feb 2024

13 Mar 2024

**Keywords:** Mutual Four Termite Control

17 18

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND RULE 04-7496-1 - ELECTRIC VEHICLE

CHARGING STATION RULES. (UNFINISHED BUSINESS, ITEM B)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to propose a rule change amending Rule 04-7496-1 – <u>Electric Vehicle Charging Station Rules</u> of the Rules and Regulations and approve 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.

## **Physical Property**

## **Electric Vehicle Charging Station Rules**

An "electric vehicle charging station" means a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.

Shareholders may install a charger through the Mutual 4 EV Infrastructure program, or they may install a private charger. All chargers will be installed in the carport area associated with that shareholder. Some rules apply to ALL chargers, and some are unique to a specific installation.

Mutual 4 may install an electric vehicle charging station in the common area for the use of all members of the association and, in that case, the association shall develop appropriate terms of use for the charging Station.

### 1. **GENERAL**:

 **1.1.** An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits.

**1.2.** Mutual 4 Electric Vehicle Charger installations are allowed with board approval. All costs, usage charges and monthly fees are applicable.

**1.3.** The shareholder associated with any charging station shall, at all times, maintain a HO-6 Policy and a minimum of \$500,000 liability coverage policy prior to <a href="Charger">Charger</a> activation. That shareholder and each successor shareholder shall provide the association with the certificate of insurance annually thereafter.

**1.4.** The Mutual may impose reasonable restrictions on EV charging stations provided those restrictions do not significantly increase the cost of the station or significantly decrease its efficiency or specified performance. **NO CHARGERS ARE TO BE SHARED OR RENTED TO OTHER INDIVIDUALS.** 

## 2. <u>INFRASTRUCTURE PROGRAM:</u>

 3 SCE Rebate Projects WITH 42 CHARGERS – 710-year minimum requirement from date of activation.

**2.1.** All shareholders who are part of the original Mutual 4 infrastructure 42 charger SCE program have paid their initial fees and have chargers installed in their

(<del>Nov 23</del>Apr 24)

## **Physical Property**

## **Electric Vehicle Charging Station Rules**

assigned carports. These chargers belong to the Mutual. Chargers must be Ever Charge Level 2 chargers only. Installations must be performed by Doneen Electric and all costs associated with installations will be paid by shareholder and SCE grants. THESE CHARGERS CANNOT BE REMOVED WITHOUT WRITTEN MUTUAL 4 BOARD APPROVAL.

## 3. PRIVATE INSTALLATION

- 3.1. If a shareholder desires a private charger, the shareholder must seek board approval, provide an HO-6 insurance policy with a minimum of \$500,000 liability coverage and adhere to all other factors as stated in Davis-Stirling. Also, the shareholder must use a UL listed, L2 outdoor charger that must be hardwired to its source and <a href="INSTALLED OR REMOVED BY A QUALIFIED ELECTRICAL CONTRACTOR THAT IS EVITP CERTIFIED">INSTALLED OR REMOVED BY A QUALIFIED ELECTRICAL CONTRACTOR THAT IS EVITP CERTIFIED</a>. All costs for installation and the charger will be paid by the shareholder.
- **3.2.** The following provisions apply:
  - **3.2.1.** The owner first shall obtain approval from the Mutual to install the electric vehicle charging station and the association shall approve the installation if the owner agrees in writing to do all of the following.
    - **3.2.1.1.** Comply with the Mutual's architectural standards for the installation of the charging station.
    - **3.2.1.2.** Engage the approved licensed electrical contractor that is EVITP certified to install the charging station.
    - **3.2.1.3.** Pay for all the costs associated with the installation of and the electricity usage associated with the charging station.
  - **3.2.2.** The owner and each successive owner of the charging station shall be responsible for all of the following:
    - **3.2.2.1.** Costs for damage to the charging station, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, upgrades, removal, or replacement of the charging station.
    - **3.2.2.2.** Costs for the maintenance, repair, and replacement of the charging station until it has been removed and for the

(Nov 23Apr 24)

## **Physical Property**

## **Electric Vehicle Charging Station Rules**

restoration of the common area after removal.

- The cost of electricity associated with the charging station.
- Disclosing to prospective buyers the existence of any charging station of the owner and the related responsibilities of the owner under this section.
- The Mutual may grant exclusive use in carport stalls to members who run utility lines from their units or their meters for charging stations their assigned carport stall and install meters in the common areas for charging stations in their assigned carport. The Mutual may enter into a license agreement with shareholders who install charging stations in their carports. Installing circuit breakers, conduit and wiring from the association's electrical panel to the parking space will be done by the shareholder at shareholder's expense. If the electrical panel cannot handle the extra load created to the charging station, and/or the panel will need to be upgraded, all costs associated with the upgrade must be requested and are at the requesting owner's expense. All requirements in
- Whenever a shareholder installs an EV charging station, an agreement signed by the shareholder will be recorded putting future shareholders of the unit on notice of their obligation to maintain the charging station and carry proper insurance, and from there forward to be responsible for all charges associated
- The owner who submitted the application to install the charging station shall provide the association with the corresponding certificate of insurance within 14

**Document History** 

Amended: <del>08 Nov 2023</del>10 Adopted: 14 Sept 2022 Apr 2024

**Keywords:** Mutual Four Vehicle Charging Station Electrical

111

## **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND UNIT ELECTRIC CIRCUIT PANEL

REPLACEMENT PLAN. (UNFINISHED BUSINESS, ITEM C)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to amend the unit electric circuit panel replacement plan submitted on 1/10/24 by adding "replace one-bedroom units first every month".

## **Unit Circuit Panel Replacement Plan**

- 1. Identify the units that need replacement of electric circuit panels during fire inspections. If it is determined that that the panel poses a risk, it will be replaced immediately.
- 2. Effective immediately, <u>all remodels</u> will require inspection of existing electric circuit panels and if necessary, they will be replaced at the Shareholders expense.
- 3. Effective immediately, <u>all sales</u> of units will require inspection of existing electric circuit panels and if necessary, <u>a the</u> panel poses a risk, they will be replaced at the Mutuals Expense.
- 4. Panel replacements will commence with 1 bedroom units and be continued with 1 replacement every other month.
- 4. <u>5.This</u> <u>Entire</u> process will continue until all electric panels requiring replacement are replaced.

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND PROCEDURE 04-7452-3 - EQUIPMENT

STANDARDS. (UNFINISHED BUSINESS, ITEM D)

DATE: MARCH 13, 2024
CC: MUTUAL FILE

I move to propose a rule change amending procedure 04-7452-3 – <u>Equipment Standards</u> of the Rules and Regulations.

#### PHYSICAL PROPERTY

## **Equipment Standards**

It is recommended that the Mutuals approve a revised standardization of appliances list and that this list be updated by the Purchasing Department from time to time as manufacturers improve, modify or replace models, thereby altering the current applicable model numbers. The revised list will be published annually.

1.1 An updated standardized appliance list is available at the Purchasing Department.

10	REFRIGERATORS	DESCRIPTION
11	Kenmore 46-60502	Top Freezer, 18.0-cu ft., White
12	Kenmore 46-60504	Top Freezer, 18.0-cu ft., Bisque
13	Kenmore 46-60509 (special order)	Top Freezer, 18.0-cu ft., Black
14	Whirlpool WRT318FZDW (alternate only)	Top Freezer, 18.2-cu ft., White
15	Whirlpool WRB329DMBW (special order)	Bottom Freezer, 18.7-cu ft., White
16	Whirlpool WRB329DMBB (special order)	Bottom Freezer, 18.7-cu ft., Black
17	Whirlpool WRB329DMBM (special order)	Bottom Freezer, 18.7-cu ft., Stainless Steel

FLE	CTD	IC C	WEI	VIC.
	$\sigma$	100		TO

Sears Kenmore Brand	White 22-49402
	Black 22-49409
	SS 22-49403

## **ELECTRIC COOKTOPS**

Sears Kenmore Brand	White 22-41202
	Black 22-41209
	SS 22-41203

## **WASTE DISPOSALS**

Incinkerator 3/ H P	Pro Essential – PRO ES
1113111KC14tO1, 74 11.1 .	1 10 E330111101 1 110 E0

## KITCHEN FAUCETS

Delta #100-LF-HDL	
Delta #300-DST	With sprayer

## **BATHROOM FAUCETS**

37 Delta B510LF

## **BATHROOM SHOWER FIXTURES**

40 Delta Shower Head 59462 White

### **KITCHEN SINKS**

(<del>Dec 16</del>Apr 2024)

## **PHYSICAL PROPERTY**

43	Kohler K5950W	-White
44	Kohler K5950A	-Almond
45	Kohler K5950B	<del>-Bisque</del>
46	BATHROOM SINKS DESCRIPTION	·
47	Mansfield 249 4"	Round - Bone and White
48	Mansfield 249 4"	Oval - Bone and White
49		
50	BATHROOM TOILET BOWLS & TANKS	<b>DESCRIPTION</b>
51	Toto C715 #01 Bowl	White Standard
52	Toto C715#03 Bowl	Bone Standard
53	Toto C744 #01 Bowl	White Hi-Boy
54	Toto C744 #03 Bowl	Bone Hi-Boy
55	Toto ST743 #01 Tank	White, 1.28gpf
56	Toto ST743 #03 Tank	Bone, 1.28gpf
57		
58	BATHROOM FAN/HEATER	
59	Nutone Model 9965	
60		
61	WASHERS	
62	Maytag Model MVW18PDAWW	<del>Top Load, Digital</del>
63	Maytag Model MVW18CSAWW	Top Load, Coin Slide WASHER
64	Maytag Model MHN30PD	Front Load, Digital
65	Maytag Model MVW18MNAWW	Top Load, Non-Coin
66	Whirlpool Model CAE2763BQ	Top Load, Coin Slide
67	Whirlpool Model CAE2793BQ	Top Load, Non-Coin
68	Speed Queen Model SWNBC2SP112TW01	Top Load, Digital, Stainless Tub
69	Speed Queen Model SWNBC2PP112TW01	Top Load, Digital, Porcelain Tub
70	Speed Queen Model SWNSX2SP112TW01	Top Load, Coin Slide, Stainless Tub
71	Speed Queen Model SWNSX2PP112TW01	Top Load, Coin Slide, Porcelain Tub
72	Speed Queen Model LWN432SP113TW01	Top Load, Non-Coin, Standard, No Electronics
73		
74	<u>DRYERS</u>	
75	Maytag Model MDE18CSAYW	Coin Slide
76	Maytag Model MDE18MNAYW	- Non-Coin
77	Whirlpool Model CEM2763BQ	
78	Speed Queen Model SDET07W	0
79	Speed Queen Model LDE30RGS173TW01	-Non-Coin
80		
81	ELECTRIC WATER HEATERS	
82	30-Gallon 3000W, Low Boy	American Standard E30L-2-12
83	40-Gallon 3000W, Low Boy	American Standard E40L-2-12
84	50-Gallon 4500W, Tall	American Standard E50T-6

(<del>Dec 16</del>Apr 2024)

### PHYSICAL PROPERTY

85 86 87

**WATER HEATER ALARMS** 

Model PWA 4NE49 Pro Series
Sonin Water Alarm with Dual Sensor Model 00702

89 90 91

92 93

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**SMOKE DETECTORS** 

BRK/First Alert, Hardwired, Battery Back-up Model 9120B
Kidde, Wireless, 10 year Battery Model i9010
Kidde, Hard-Wired, 10 year Battery Back-up Model i12010S

95 96

**Document History** 

Adopted:

Amended: 01 Dec 2013

01 Dec 2016 10 Apr 2024

**Keywords:** Mutual Four Eligibility Requirements

97 98

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND RULE 04-7701-1- PERSONAL PROPERTY

AND LIABILITY INSURANCE & 04-7701-4 - PERSONAL PROPERTY AND

LIABILITY INSURANCE FORM. (UNFINISHED BUSINESS, ITEM E)

**DATE:** MARCH 13, 2024

CC: MUTUAL FILE

I move to propose rule change by amending Rule 04-7701-1- <u>Personal Property and Liability Insurance</u> and 04-7701-4 – <u>Personal Property and Liability Insurance Form</u> of the Rules and Regulations and approve 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.

## **Community Management**

## Personal Property and Liability Insurance

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- 1. Effective April 1, 2009, Mutual Four, whether residing in their apartment or not, shall carry personal property insurance to cover the personal contents of their apartment, to cover any damage to their apartment for which they are responsible, and to cover any damage, for which they are responsible, to adjacent apartments.
- 2. Effective January 2, 2010, Mutual Four shareholders, whether residing in their apartment or not, shall carry personal property insurance to cover the personal contents of their apartment, to cover any damage to their apartment for which they are responsible, and to cover any damage, for which they are responsible, to adjacent apartments.
- 3. The Golden Rain Foundation and Mutual Four are not responsible for personal property, or damage to personal property stored or parked on the street or in the carport, such as vehicles and other property stored in or under the storage cabinets.
- 4. Shareholder shall obtain sufficient coverage for additional living expenses should the shareholder be unable to occupy their apartment while repairs are made to their apartment.
- 5. Shareholder shall obtain personal liability insurance in an amount sufficient for the indemnification of other persons who may be injured on their property.
- 6. Mutual 4 Requires HO-6 Coverage for all shareholders. Included should be;
  - 6.1. Liability: \$300,000300,000 minimum required. Shareholders with EV chargers in their appointed stalls are required \$500,000 liability minimum.
  - Personal Property: Recommend Shareholder obtain sufficient coverage to 6.2. ensure the value of ALL your belongings, INCLUDING any items that would not normally be covered on an average personal property policy.
  - 6.3. Building Property – Dwelling: (INTERIOR ONLY) – Recommend enough to cover replacing the interior including upgrades and improvements of your unit.
  - Loss Assessment: Recommended 6.4.
  - 6.5. Additional Living Expense/Loss of Use: Recommended
  - 6.6. Building Codes: Recommend Shareholder verify on their policy. \*(Became requirement in CA July 2021)
  - 6.7. Medical: Recommend
  - 6.8. Workers Compensation: (Caretakers, Contractors)
- 7. Shareholder should consider obtaining sufficient coverage to insure the value of any artwork, jewelry, antiques, or other items that would not normally be covered by an average policy for personal property.

(April <del>2022</del>2024)

04-7701-1 **AMEND** 

**Community Management** 

Personal Property and Liability Insurance

42 43 44

**Document History** 

Adopted: 14 Mar 2018 Amended <u>13-10 April</u> <u>20222024</u>

Keywords: Mutual Four Personal Property Liability Insurance

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## **Community Management**

## Personal Property and Liability Insurance Form

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1. Effective April 1, 2009, Mutual Four, whether residing in their apartment or not, shall carry personal property insurance to cover the personal contents of their apartment, to cover any damage to their apartment for which they are responsible, and to cover any damage, for which they are responsible, to adjacent apartments. 2. Effective January 2, 2010, Mutual Four shareholders, whether residing in their apartment

or not, shall carry personal property insurance to cover the personal contents of their apartment, to cover any damage to their apartment for which they are responsible, and

3. The Golden Rain Foundation and Mutual Four are not responsible for personal property, or damage to personal property stored or parked on the street or in the carport, such as vehicles and other property stored in or under the storage cabinets.

to cover any damage, for which they are responsible, to adjacent apartments.

- 4. Shareholder shall obtain sufficient coverage for additional living expenses should the shareholder be unable to occupy their apartment while repairs are made to their apartment.
- 5. Shareholder shall obtain personal liability insurance in an amount sufficient for the indemnification of other persons who may be injured on their property.
- 6. Mutual 4 Requires HO-6 Coverage for all shareholders. Included should be;
  - Liability: \$\$300,000 minimum required. Shareholders with EV chargers in their appointed stalls are required \$500,000 liability minimum.
  - 6.1.6.2. 300,000 minimum required
  - 6.2.6.3. Personal Property: Recommend Shareholder obtain sufficient coverage to ensure the value of ALL your belongings, INCLUDING any items that would not normally be covered on an average personal property policy.
  - 6.3.6.4. Building Property Dwelling (INTERIOR ONLY) Recommend enough to cover replacing the interior including upgrades and improvements of your unit.
  - 6.4.6.5. Loss Assessment: Recommended
  - 6.5.6.6. Additional Living Expense/Loss of Use: Recommended
  - 6.6.6.7. Building Codes: Recommend Shareholder verify on their policy. \*(Became requirement in CA July 2021)
  - 6.7.6.8. Medical: Recommend
  - **6.8.6.9.** Workers Compensation: (Caretakers, Contractors)

7. Shareholder should consider obtaining sufficient coverage to ensure the value of any artwork, jewelry, antiques, or other items that would not normally be covered by an

(April 202<u>42</u>)

Insurance

## **SEAL BEACH MUTUAL NO. FOUR**

**Keywords:** Mutual Four Personal

## **Community Management**

42 43	Personal Property and Liability average policy for personal p	
14 15 16 17	I have read and understood what is rabove named Mutual, including nece	required for personal property and liability insurance in the essary documentation.
49 50 51 52	Prospective Buyer	Date
53 54 55 56	Prospective Buyer	Date
57 58 59 60 61	Prospective Buyer	Date
	Document History Adopted: 103 April 20222024	

62

Property

Liability

## **Shareholder Regulations**

## <u>Governing Document Compliance Corrective Measures, Shareholder Code of Conduct,</u> and Fines

General Violations. In order to enforce the Governing Documents and Rules and Regulations, the Mutual Board may levy, assess, and collect reasonable fines as established by the Board of Directors pursuant to these Rules and the Fine Schedule attached hereto as Exhibit "A" and incorporated herein. The fines will be assessed against the Shareholder for violations by the Shareholder, members of the Shareholder's family, or the Shareholder's guests, invitees, licensee, tenants, or lessees, pursuant to the following policy:

Violations. If there is a violation of the Governing Documents, including the Occupancy Agreement or these Rules, any Shareholder may contact the Mutual Board, in order to report the alleged violation. Violation reports should be in writing and should describe the violation, identify the alleged violator, and identify the individual making the report. Upon receipt of a violation report, the Mutual Board will commence the enforcement process and determine whether a violation has occurred. The Mutual Board has complete discretion to decide whether to take action on a written violation complaint and what action, if any, will be taken. The Mutual Board may investigate any reported violation in order to determine whether the alleged violation has potential merit and, if so, whether the violation warrants action by the Board. Violations may also be noted by members of the Mutual Board, GRF, and/or staff during regular walkthroughs of the Mutual.

Enforcement Procedures. The Mutual reserves the right to take legal action in order to enforce compliance with the Governing Documents at any stage in the enforcement process. Serious violations warranting immediate action may be forwarded to legal counsel with or without taking the steps outlined below. Violations which the Mutual Board decides to address internally will be dealt with as follows: Upon determination that an alleged violation has potential merit, a courtesy notice (warning letter) may, in the discretion of the Mutual Board, be sent to the allegedly offending Qualifying Resident/Shareholder ("Respondent") identifying the violation and requesting compliance within a stated period of time. A courtesy notice is not required prior to calling Respondent to hearing.

The Mutual shall send a notice of hearing to the Respondent stating the nature of the alleged violation, referencing the specific provision of the Governing Documents which the Respondent is alleged to have violated, and inviting the Respondent to appear at a hearing before the Mutual Board to be held no sooner than fifteen (15) days from the date of the notice. The notice shall further advise the Respondent of his or her right to attend the hearing, submit a statement of defense to the Mutual Board in advance of the hearing or present a statement of defense and supporting witnesses at the hearing. If the Respondent does not attend the hearing, the Respondent waives these rights.

The Mutual Board shall conduct the hearing in executive session and shall afford the

## **Shareholder Regulations**

Respondent a reasonable opportunity to be heard. If the Shareholder is found to be in violation of the Governing Documents following the hearing, the Mutual Board may do any of the following, as noted in the hearing notice:

a. Impose a monetary fine against the Shareholder pursuant to the Fine Schedule.

b. Levy a special reimbursement assessment against the Shareholder pursuant to the Governing Documents.

c. Declare the Shareholder to be not in good standing as set forth in these Rules.

d. Any combination of the above.

Any disciplinary action taken should be recorded in the minutes of the meeting at which the disciplinary action was taken by the Mutual Board. No action against the Respondent arising from the alleged violation may take effect before five (5) days after the hearing.

The Mutual Board shall provide the Shareholder with written notice of the outcome of the hearing and any disciplinary action taken by the Mutual Board within ten (10) days after the hearing. In the case of a continuing violation, notice of a continuing fine, if authorized by the Fine Schedule, or notice of a subsequent hearing on the same violation to be held no sooner than thirty (30) days from the original hearing date, unless the violation is sooner remedied

Fines imposed by the Mutual Board after a hearing shall be due immediately upon notice of the hearing decision to the Owner. Special Assessments levied by the Mutual Board shall be due thirty (30) days from the date of the notice of hearing decision, or upon such other later date specified therein not to exceed sixty (60) days from the date of the notice

Fine Schedule. The schedule of monetary penalties which the Mutual Board may impose for general violations in accordance with the above procedures is attached to these Rules as Exhibit "A". The Mutual Board reserves the right to revise the Fine Schedule at any time through a rule change procedure and the most recent Fine Schedule shall be distributed to the Shareholders on an annual basis. Fines for parking violations are not included in Exhibit "A" but, rather, are set forth in Exhibit "B".

 Shareholder Rules of Conduct. The Purpose of the Shareholder Rules of Conduct is to protect Golden Rain Foundation (GRF) and Mutual 4, including GRF staff, GRF contracted service providers, GRF members and Mutual 4 contracted service providers. Mutual 4 has a duty and a fiduciary responsibility to enforce its governing documents and protect GRF Trust Property, Mutual 4 Property and assets. The Rules of Conduct apply to Mutual 4 shareholders, qualified permanent residents, co-occupants, renters, caregivers and their visitors. Mutual 4 shareholders are responsible for the actions of those associated with their property, including the following:

## **Shareholder Regulations**

Qualified Permanent Resident, Co-occupants, Renters, Caregivers and their visitors. Interactions with others must be respectful and non-abusive, both verbally and physically. Behaviors such as the following are prohibited:

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Verbal or physical violence, implied or actual (threats);

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Personal insults and yelling;

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Any form of discrimination;

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Unwanted or offensive touching, filming, photography and recording;

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Unwanted sexually aggressive language;

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Directing objects or substances at another person with intent to harm or intimidate;

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Disruptive behavior, personal attacks or harassment during Mutual 4 meetings;

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Creating a hostile work environment for GRF staff and Mutual 4 contracted service providers;

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Bodily odor or uncleanliness that would be considered offensive or a health and safety hazard to others;

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Willful damage to Mutual 4 property;

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Non-compliance with Mutual 4 Governing Documents.

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Non-Compliance will result in a penalty (see Exhibit A, Fine Schedule,). To protect M4, repeat offenders may be subject to legal action. For offenses that are governed by City, State or Federal Laws, the appropriate authorities will be contacted.

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## **FINE SCHEDULE (Exhibit A)**

<u>Violations</u>	1 <sup>st</sup> Offense	2 <sup>nd</sup> and each subsequent and/or continuation of offense
Residency/occupancy violations e.g., unauthorized occupants, guests residing longer than permitted	Notice to comply within 48 hours	Notice, hearing, and fine of \$500 and \$100 per day for each additional day of noncompliance.

## **Shareholder Regulations**

Violation of Mutual Occupancy Agreement & all other Rules & Regulations	Written Warning	Notice, hearing, and fine of \$500 and \$100 per day for each additional day of noncompliance.
Violation of Leasing Rules	Notice, hearing, and fine \$500	Notice, hearing, and fine of up to \$1500
Violation of leasing Rules Lease for less than thirty days (short-term rental)	Notice, hearing, and fine \$500	Notice, hearing, and fine of up to \$1500, and \$100 per day for each additional day of non-compliance

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121 122 All fines collected by Mutual 4 go to General Operating Fund of Mutual 4

## FINE SCHEDULE (Exhibit B)

<u>Violations</u>	1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> and each subsequent and/or continuation of offense per day at the discretion of the board
Vehicle parked in Unassigned Parking Space or Restricted Parking Space	Written warning and removal of vehicle within 24 hours or immediately	\$50.00	\$100.00
Vehicle Blocking Crosswalk	Written warning and removal of vehicle within 24 hours	\$50.00	\$100.00
Vehicle with Expired or Invalid State Registration	Written warning and removal of vehicle within 24 hours	\$100.00	\$100.00
Parking in Handicap Parking without Appropriate Display	Written warning and removal of vehicle within 24 hours	\$100.00	\$200.00
Hazardous Materials Leaking from Vehicle	Written warning and removal of	\$50.00	\$50.00

## **Shareholder Regulations**

	vehicle within 24 hours		
Overparking in Limited Time Parking	Written warning and removal of vehicle	\$50.00	\$100.00
Vehicle has No Valid GRF Decal or Parking Permit Displayed	Written warning and removal of vehicle within 48 hours	\$50.00	\$100.00
Parked on Sidewalk or Grass	Written warning and removal of vehicle within 24 hours	\$50.00	\$50.00
Red ZoneBus Stop	Written warning and removal of vehicle within 24 hours	\$50.00	\$100.00
Red ZoneFire Hydrant	No warning and removing of vehicle immediately	TOW	TOW
RV or VUFR No Jack Support, or Inadequate Jack Support	Written warning and removal of vehicle within 24 hours	\$50.00	\$50.00
RV or VUFRParked More than 72 Hours	Written warning and removal of vehicle within 24 hours	\$50.00	\$50.00

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**Document History** 

Adopted: 11 June 18 Amended: 12 January 22 Amended: 09 March 22

Amended: 11 May 22

Keywords: Mutual Four Compliance Fines Corrective

Measures

125

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** APPROVAL OF MONTHLY FINANCES (NEW BUSINESS, ITEM A)

DATE: MARCH 13, 2024
CC: MUTUAL FILE

I move to acknowledge, per the requirements of the Civil Code Section 5500(a)-(f), a review of the 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, an income and expense statement for the Mutual's operating and reserve accounts, the check registers, monthly general ledger and delinquent assessment receivable reports for the month of February 2024.

## **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO ALLOW J&J TO PARK A CART AND USE A STORAGE

UNIT WITHIN MUTUAL FOUR. (NEW BUSINESS, ITEM B)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to allow J&J Landscaping to park a cart and use a storage unit within Mutual Four carport 57 area.

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE J&J LANDSCAPING PROPOSAL ON

PLANTS SURROUNDING EV GEAR BOXES. (NEW BUSINESS, ITEM C)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to approve J&J Landscaping proposal to plant 7 (15 gallon) plants: silversheen or Carolina cherry at 3 EV gear box locations at a cost not to exceed a total cost of \$ 1,650. Funds to come from Landscape Extra and authorize the President to sign any necessary documentation.

### OR

I move to approve J&J Landscaping proposal to plant 7 (5 gallon) plants: silversheen or Carolina cherry at 3 EV gear box locations at a cost not to exceed a total cost of \$ 960. Funds to come from Landscape Extra and authorize the President to sign any necessary documentation.



Lic# 790032

## **PROPOSAL**

(562) 650-1511 CD\_Juventud@yahoo.com

11535 Belcher St., Norwalk, CA 90650 Attention: Mutual No. 4 Golden Rain Foundation P.O. Box 2069 Seal Beach, CA 90740

Date: 2-28-24

Description	Quantity	Unit Price	Cost
Plant 7 (15 gallon) plants: silversheen or Carolina cherry at each transformer box	3 boxes	1	\$ 1,650
Plant 7 (5 gallon) plants: silversheen or Carolina cherry at each transformer box	3 boxes		\$ 960
	i 		; ; ; ;
	i ! !	i !	i : : : : :
			1
Storage units: 1 in middle of CP 57 next to building 40 Cart: 1 end of CP 57 west side			
			1
Labor and materials	1	Total	

Thank you for choosing J & J Landscaping!





### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO APPOINT INSPECTORS OF ELECTIONS.

(NEW BUSINESS, ITEM D)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move to appoint HOA Elections of California as Mutual Four's Inspectors of Election for the 2024-2025 Election of Directors.

## **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO APPROVE CUMULATIVE VOTING STATEMENT.

(NEW BUSINESS, ITEM E)

DATE: MARCH 13, 2024 CC: MUTUAL FILE

I move, per	the Mutual's Bylaws, Article IV, Section 7, I	Shareholder of Mutual Four
Unit,	intend to vote cumulatively for the Elections of Directors for the	ne 2024-2025 term of office.