

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SEVEN
August 15, 2018
Meeting begins at 1:00 p.m.
Administration Building Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. SHAREHOLDER COMMENTS (2-3 minutes per shareholder. Agenda items only.)
3. ROLL CALL
4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Ms. Rapp, GRF Representative
Ms. Hopkins, Mutual Administration Director
Mr. Hurtado, Building Inspector
Ms. Villalobos, Recording Secretary
5. APPROVAL OF MINUTES:
Regular Meeting Minutes of July 18, 2018
Special Meeting Minutes of July 25, 2018 (p.3)
6. BUILDING INSPECTOR'S REPORT Mr. Hurtado
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (handout)
7. **UNFINISHED BUSINESS**
 - a. Discuss Architectural Standards and Patio Covers Mr. Bennett
 - b. Discuss amending Policy 7415.07 Patio Regulations (p.4-9) Mrs. Rotter
 - c. Roofing Report, Units 155, 156, 157, 159, 170, 171 Mrs. Rotter
 - d. Discuss and vote on Angle Turn Concrete repair at Unit 157-A (p.10) Mrs. Rotter
8. **NEW BUSINESS**
 - a. Discuss and vote to rescind Policy 7493.7 – Patio Roof Covers (p.11-12)
 - b. Discuss re-piping of ten buildings by California Repipe Specialists
 - c. Discuss and vote to approve/deny Inspection and Repair of Attic Water Lines (p.13)
 - d. Discuss and vote to approve/deny to alter Wall and Sidewalk at Unit 157-A (p.14)
 - e. Discuss and vote to adopt Policy 7490.pb.07 – Payment and Performance Bond (p.15-16)
 - f. Discuss and vote to approve/deny Mr. C's towing agreement for 2018-2019 (p.17)
 - g. Discuss and vote to adopt Policy 7541 – Co-Occupants, Qualified Permanent Residents and Health Care Providers (p.18-34)
 - h. Discuss emergency hotel accommodations
 - i. Discuss email address and phone number supplied by GRF

(August 9, 2018 cv)

STAFF BREAK BY 3:00 p.m.

9. SECRETARY / CORRESPONDENCE Ms. Rettela
10. CHIEF FINANCIAL OFFICERS REPORT Mrs. Fellows
11. GRF REPRESENTATIVE Ms. Rapp
12. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
13. ANNOUNCEMENTS
 - a. **Mutual Seven Eat Out will meet on August 30, 2018 at 5:00 p.m. at Polly's Pies**
 - b. **NEXT MEETING WEDNESDAY, September 19, 2018, in the Administration Building, Conference Room A, at 1:00 p.m.**
14. COMMITTEE REPORTS
 - a. Emergency Information Ms. Jaffe
 - i. Proposed Shakeout
 - ii. Maintenance of Emergency Generator Service Maintenance Department
15. DIRECTORS' COMMENTS
16. SHAREHOLDER(S') COMMENTS (2-3 MINUTES)
17. ADJOURNMENT
18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 4:10 p.m.

(August 9, 2018 cv)

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SEVEN
July 25, 2018, 9:00 A.M.**

A Special Study Session Meeting of the Board of Directors of Seal Beach Mutual Seven was called to order by President Rotter at 9:06 a.m. on Wednesday, July 25, 2018, in Conference Room C.

Those members present were: President Rotter, Vice President Bennett, Secretary Rettela, CFO Fellows, and Directors Jaffe and Moore.

The purpose of the meeting was for the Study Session, Mutual Seven 2019 Budget.

President Rotter adjourned the meeting at 11:49 a.m.

Attest: Joyce Rettela, Secretary
SEAL BEACH MUTUAL SEVEN
cv:07/26/18

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Patio Regulations – Mutual Seven****A. Patio Regulations**

This policy has been developed in an effort to improve the appearance of the community and enhance property values. Also addressed is the need to meet applicable fire codes and the safety of each family. If followed, this policy will help keep pets from roaming and discourage rodents and other animals from entering patios.

1. Windows that may be needed as a secondary egress in the case of fire or other emergency shall not be blocked on either side. A clear path to the entry door of at least 36 inches shall be maintained to allow access for gurneys.
2. Only furniture that is designed for patios may be placed on a patio. Interior upholstered furniture is prohibited as this may become a rodent habitat.
3. A clean refrigerator or freezer in good working condition plugged directly into the patio outlet is permitted.
4. If a pet can escape from a patio, then the pet must be on a leash while on the patio.
5. Approved attachments to Deco Block:
 - a. New, clear Plexiglas is permitted if it is installed beginning at the third row from the bottom to ensure that water or moisture from the irrigation of garden areas doesn't get trapped between the Plexiglas (or other product) and the block wall as this will cause deterioration of the block.
 - b. White lattice is acceptable on the interior of the patio.
 - c. Only vinyl-coated wire mesh is permitted on the interior of the patio.
 - d. Deco Block may be filled in not more than three blocks high with cement by a qualified mason or by the Golden Rain Foundation Service Maintenance Department. It must be smoothed and painted the color of the stucco walls.

All attachments other than cement must be removed at the time of painting at shareholder's expense.

The following items shall not be stored on the patio:

(draft created on 8-6-18 ka)

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Patio Regulations – Mutual Seven**

1. Any type of cardboard container (new move-ins are provided a grace period of up to 30 days, after which all moving boxes must be eliminated).
2. Highly flammable items, including newspapers, charcoal, magazines, paper or plastic bags, or any type of loose tarp.
3. Laundry hung for airing or drying. Instead, use the laundry room clotheslines that are provided for this purpose.
4. Gasoline-operated equipment or gas cans.
5. Electric tools on a permanent basis.
6. Exposed shelving, either free-standing or affixed to the exterior wall, except those used for decorative purposes, which must be kept neat and clean.

Note: Policy 7427.7 allows only one barbeque to be stored on open patios.

B. Patio Extension Regulations

The purpose of this policy is to give shareholders a choice to construct a new patio extension into the area outside the original footprint of their unit. Before submitting plans for a new patio extension, please read this policy thoroughly.

Patio extensions are defined as cement or paved roofless deck areas adjoining your unit. All requests for new patio extensions must adhere to this policy or otherwise will be denied.

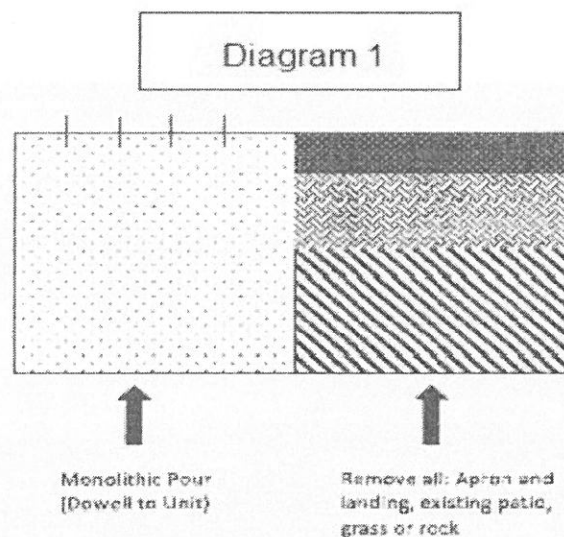
Note: Policy 7493.7 prohibits roof covers on patio extensions.

1. New patio extensions may be allowed on a case by case basis. Due to the asymmetrical configuration of the Mutual 7 lots, they will be site specific. Patio size may be approximately 100 square feet of usable area and be constructed of concrete, pavers, flagstone, brick, or other like materials.
2. Patio deck materials must be slip resistant and approved by Physical Properties. Grading will follow the existing slope of the lawn unless the patio incorporates an enclosure wall. All patio decks will provide the appropriate drainage.

(draft created on 8-6-18 ka)

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Patio Regulations – Mutual Seven**

3. Access to the patio area may be through patio doors or a path connecting to the front door walkway.
4. a. Allowances may be made for non-usable area due to obstructions. Examples of obstructions are: air conditioners, transformers, utility trenches, and irrigation valves. Colors will be in earth tones of browns, beiges, grays, red brick, or similar earth tone shades.
- b. A “monolithic pour” is required to mitigate concrete movement and improve structural integrity. Any existing apron, landing, or patio slab will be removed. In each joint where new concrete is placed against old, the area of contact will be dowelled. The entire patio will be reinforced with rebar or welded wire. The patio cannot be poured until approved by Physical Properties Department. (See Diagram 1)



5. Permits are required to insure that all modifications and improvements meet City codes, Leisure World and Mutual policies. Permits required by the Physical Property Department and the city of Seal Beach are the responsibility of the shareholder and contractor.
6. Before the permit is issued, detailed specifications and plans for all additions and changes must be submitted to the GRF Physical Property Department for review and then reviewed and approved by the Mutual Board of Directors. The plan will include the relocation of utilities and irrigation systems.

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Patio Regulations – Mutual Seven**

7. No construction of any kind shall be commenced, erected or maintained until the plans and specifications showing the size, color, shape, height, materials, and location of the patio extension are submitted to, and approved in writing, by the Mutual Seven Board of Directors. All construction must be done by a licensed and approved Leisure World contractor.
8. Any application to construct a patio extension must be submitted to the Mutual 7 President ten (10) working days prior to the Monthly Board Meeting in order for the application to be placed on the agenda and to allow directors time to review it. Further, a completed Agreement to Patio Regulations (filled out and signed by each shareholder) AND proof of \$300,000 liability insurance must be submitted before any consideration by the Board of Directors.
9. Patios will not interfere with access to in-ground electrical wiring, communication utilities, above ground transformers, air conditioners, or attic entrance areas. The plan layout must describe access to all the above items.
10. Only a few pieces of outdoor patio furniture and accessories may be placed on the patio deck. Typical items not approved for patio extensions are, but not limited to, portable heaters, portable fire pits, tiki torches, refrigerators, freezers, etc. Clutter and non-patio items are prohibited and must be removed per Mutual Seven Policy 7415.7. Violators will be notified in writing when out of compliance. **The encroached patio will have no more than one patio umbrella. The umbrella will not cover any sidewalk areas considered common area or entry sidewalks to a shareholder's unit.**
11. A 5 inch cement mowing strip is required where the patio is adjacent to a grass area.
12. Patio extensions are non-standard additions to a unit and all costs associated with construction, maintenance, repair, etc., will be borne by the shareholder requesting the patio extension. When the unit is sold or transferred to another shareholder, the new shareholder will become responsible for the patio extension.
13. It is incumbent upon the shareholder to maintain \$300,000 liability insurance for new patio extensions, as described in #8 of the Agreement to Patio Regulations.

C. Patio Enclosure Walls (End Units)

1. a. An enclosure wall may be added to new patio extensions on end units only. Enclosure walls can be constructed of brick, flagstone, slump stone, stack stone, or similar

(draft created on 8-6-18 ka)

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Patio Regulations – Mutual Seven**

decorative masonry building materials. All walls will incorporate the appropriate drainage features.

- b. An enclosure wall of at least 24 inches in height must be constructed in all cases where there is a drop of any distance from the patio to the sidewalk.
2. Walls may also be constructed of concrete block and surfaced with stucco the same color as the building. Electrical outlets, lighting and plumbing are prohibited on patio extension walls.
3. Enclosure walls may be constructed on top of existing retainer walls providing the retainer wall has a cement foundation. The method of construction must incorporate rebar and ensure a stable structure. Drawings of the enclosure wall must be submitted to City of Seal Beach and Physical Properties.
4. Colors will be in earth tones of browns, beiges, grays or similar earth tone shades. All walls will include masonry caps in the same or contrasting earth tone colors.
5. When an adjacent neighbor's wall already exists, the newly constructed wall will complement the existing wall.
6. Wall heights including the cap will be no more than 35 inches high measured from the patio deck. Potted plants on walls adjacent to the sidewalk are prohibited.
7. All patio wall enclosures must include a minimum 3 foot egress as an integral part of the patio wall design. Access openings through walls will meet emergency egress and safety codes for disabled/wheelchair shareholders/members and paramedic gurneys when applicable.
8. Access openings may include gates as an integral part of the patio design. Gates must meet all safety/fire department codes and regulations. Gates must be non-locking and made of wood or wrought iron. Gate colors will compliment the patio walls. Wood gates must be protected from insect infestation and treated with Tim-Bor professional insecticide or equivalent. Gates are to be primed and painted.
9. Walls and gates are non-standard additions to a unit and all costs associated with construction, maintenance, repair, etc., will be borne by the shareholder requesting the patio extension. When the unit is sold or transferred to another shareholder, the new shareholder will become responsible for the decorative wall and gate.

(draft created on 8-6-18 ka)

MUTUAL OPERATIONS**AMEND**

PHYSICAL PROPERTY

Patio Regulations – Mutual Seven**D. PERGOLA PATIO ADDITIONS (END UNITS ONLY)**

1. a. The addition of a pergola to an existing permitted end unit patio or a newly constructed end unit patio must meet all the existing Mutual 7 regulations as stated in the Mutual 7 Patio Policy 7415.07. Pergolas are not permitted on interior patios: units B – E and H – K.
- b. Prior to any Mutual approval, construction, materials used and all structural mounting must meet all City of Seal Beach building codes and GRF Physical Properties Department requirements.
- c. Plans for the proposed pergola must be submitted to the Mutual 7 Board of Directors along with a detailed architectural rendering by a contractor who is licensed, insured and approved by the GRF Physical Properties Department and Mutual 7 Board.
- d. The pergola must be site specific, determined by the Mutual Board on a case by case basis to be blended into the aesthetic plan of the total existing area.
- e. No electric outlets are to be installed or incorporated on the pergola.
- f. No electric overhead fans, misters, extension cords or lights may be used on the pergola.
- g. No coverings of any type may be placed on the rafters of the pergola, including all solid materials, screens or shade cloth of any type.
- h. No permanent screening may be used on the pergola, including framed screens, or any hanging roll-up blinds, vertical blinds or curtains of any materials.
- i. Hanging pots or decorations hung from any part of the pergola are limited and must have Board approval.
2. a. The pergola may be constructed on an existing or newly constructed patio with or without patio enclosed walls. The existing support areas of the patio must meet all City of Seal Beach building code requirements of cement foundation to support the structure safely with proper mountings and footings. Vertical supports must be anchored to patio floor and not be outside the patio footprint. All existing patios must have been constructed with rebar enforced floor tied into the foundation of the building and a monolithic pour.

(draft created on 8-6-18 ka)

MUTUAL OPERATIONS**AMEND**

PHYSICAL PROPERTY

Patio Regulations – Mutual Seven

- b. The pergola's top surface of the structure must be -- inches below all building end rafter to allow access to the eaves of the building. No portion of the pergola may encroach into the attic access area at the ends of the building.
- c. No wood, wood composite or other materials requiring painting may be used in the construction of the pergola.
3. a. It is the total responsibility of the shareholder to maintain the appearance of the pergola. The shareholder must provide cleaning of the pergola to insure that all debris and accumulated dirt is removed to assure the original clean appearance of the pergola.
- b. Any time the Mutual paints the building the shareholder will be financially responsible for all additional costs incurred by the painting contractor's need to provide extra care or materials to paint around the pergola.
- c. When routine maintenance of any area around the pergola is required and additional care or materials are required to make the repairs the additional cost will be borne by the shareholder,(i.e., yearly dry rot and termite repairs.)
- d. It is the total responsibility of the shareholder to carry the proper liability insurance as stated in the Mutual Patio Policy 7415.07.
- e. Upon sale of the unit, if the new buyer does not choose to sign the legal agreement to carry the liability insurance and abide by all the terms of the Patio Policy 7415.07 or if the new buyer does not want the pergola, the structure must be removed and any damage to the building or patio must be repaired to its original condition, with the total cost to be borne by the seller or the seller's estate.
4. a. All cost associated with the pergola must be borne by the Shareholder.
- b. Mutual 7 shall not be held liable for any damage to the existing structure, patio, pergola or Mutual property caused by the addition of the

MUTUAL ADOPTIONAMENDMENTS

SEVEN: 11-11-05

06-18-10, 01-18-12, 08-18-15; 09-21-16

(draft created on 8-6-18 ka)

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: ANGLE TURN CONCRETE REPAIR AT 157-A
(NEW BUSINESS ITEM D)
DATE: APRIL 18, 2018
CC: MUTUAL FILE

I move to approve the angle turn concrete repair at 157-A, at a cost not to exceed \$_____, and authorize the President to sign the contract. Work to be completed by _____.

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND POLICY 7493.7 – PATIO ROOF COVERS
(NEW BUSINESS ITEM A)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

I move to rescind Policy 7493.7 – Patio Roof Covers on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS**RESCIND MUTUAL SEVEN****PHYSICAL PROPERTY****Patio Roof Covers**

Any patio that encroaches onto Mutual common area is prohibited from having a roof of any type: solid, open slats, lattice, Pergola, awnings of any type, etc. The encroached patio will have no more than one patio umbrella. The umbrella will not cover any sidewalk areas considered common area or entry sidewalks to a shareholder's unit. No structures of any type will be built or installed on the extended patio. No manual operating or motorized extension awnings will be allowed or attached to any part of the building or patio. Patio umbrellas' size and style need Board approval.

ADOPTION DATE**AMENDMENTS**

SEVEN: 03-16-16

(Mar 16)

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE INSPECTION AND REPAIR OF ATTIC
WATER LINES (NEW BUSINESS ITEM C)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Seven authorizes Service Maintenance to inspect and repair attic water lines at a cost not to exceed \$ _____, and authorize the President to sign the contract.

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY TO ALTER THE WALL AND
SIDEWALK AT UNIT 157-A (NEW BUSINESS ITEM D)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Seven authorizes Service Maintenance to alter the wall and sidewalk at Unit 157-A at a cost not to exceed \$ _____, and authorize the President to sign the contract.

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT POLICY 7490.PB.07 – PAYMENT AND PERFORMANCE BOND (NEW BUSINESS ITEM E)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

I move to adopt Policy 7490.pb.07 – Payment and Performance Bond on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS

ADOPT DRAFT

PHYSICAL PROPERTY

Payment and Performance Bond – Mutual Seven

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

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

DRAFT

MUTUAL

ADOPTION

SEVEN:

(draft created on 08-01-18 ka)

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY MR. C'S TOWING AGREEMENT FOR 2018-2019 (NEW BUSINESS ITEM F)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

At the August 16, 2017, Board Meeting the Mutual Seven Board of Directors passed the following resolution; *RESOLVED, To have the President of Mutual Seven sign Mr. C's Towing Agreement effective 2017-2018.*

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

Mutual Corporation No. Seven

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT POLICY 7541 – CO-OCCUPANTS, QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS (NEW BUSINESS ITEM G)
DATE: AUGUST 15, 2018
CC: MUTUAL FILE

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

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

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

1. Co-Occupants

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

2. Qualified Permanent Residents

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

3. Health Care Providers

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

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

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

1. Co-Occupants

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

2. Qualified Permanent Residents

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

3. Health Care Providers

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

Policy

Adopted: 31 Jan 95

Amended: 22 May 18

GOLDEN RAIN FOUNDATION**Seal Beach, California**

(May 18)

Page 1 of 1

COMMUNITY OPERATIONS

RESIDENT CO-OCCUPANTS

Co-Occupant Agreements

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

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

Policy

Adopted: 12 Jun 85
 Amended: 15 Apr 86
 Amended: 12 Apr 94
 Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

Application & Approval Co-Occupant

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

- Sign Cover Sheet Disclosure Pages 1-2
- Co-Occupant Application Form Pages 3-4
- Co-Occupant Agreement Pages 5-7

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

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

ID Card Received: _____ Date _____ Staff _____

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

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder-Member Signature

x _____ Date: _____
Shareholder-Member Signature

Application & Approval
Co-Occupant

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

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

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

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

Co-Occupant Application

Golden Rain Foundation
Stock Transfer Office

Mutual/Unit: _____

Confidential Information
Maintained In GRF Corporate File

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

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

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

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

Co-Occupant Application

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

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

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

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

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Agreement

Mutual & Unit: _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. CARRYING CHARGES

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

ARTICLE 3. OCCUPANCY AGREEMENT

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

Co-Occupant Agreement

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

ARTICLE 4.

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

ARTICLE 5.

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

ARTICLE 6.

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

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

ARTICLE 7.

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

Co-Occupant Agreement

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No. _____ Unit No. _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. OCCUPANCY AGREEMENT

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

QUALIFIED PERMANENT RESIDENT AGREEMENT

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

ARTICLE 3.

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

ARTICLE 4.

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

ARTICLE 5.

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

QUALIFIED PERMANENT RESIDENT AGREEMENT

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

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

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

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

_____ **Date:** _____
Print Name of Shareholder-Member Signature of Shareholder-Member

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

APPROVED DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By _____ Title _____ Date _____
(Authorized Signature)