

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL NINE
ADMINISTRATION BUILDING CONFERENCE ROOM
August 14, 2017
(Meeting begins at 9:30 a.m.)

CALL TO ORDER / PLEDGE OF ALLEGIANCE

ROLL CALL

SHAREHOLDER(S) COMMENTS (2-3 minutes per shareholder)

INTRODUCTION OF STAFF:

- Mr. Hawke, Security Services Manager
- Mr. Dodero, GRF Representative
- Ms. Hopkins, Mutual Administration Director
- Mr. Van Horn, Building Inspector

APPROVAL OF MINUTES: **Regular Meeting April 10, 2017**

GUEST SPEAKER – Security

Mr. Hawke

BUILDING INSPECTOR'S REPORT (pages 3-4)

Mr. Van Horn

MUTUAL ADMINISTRATION DIRECTOR'S REPORT

Ms. Hopkins

GRF REPRESENTATIVE'S REPORT

Mr. Dodero

CORRESPONDENCE

Mrs. Dodero

CHIEF FINANCIAL OFFICER'S REPORT

Mrs. Turner

PHYSICAL PROPERTY REPORT

Mr. Croft

DIRECTORS' COMMENTS

Directors

OLD BUSINESS –

- a. Ratify amended Policy 7502.09 – Carport Regulations (pages 5-14) Mr. Croft
- b. Ratify adopted Policy 7557.09 – Caregivers & Care Attendants (pages 15-17) Mrs. Schnauffer
- c. Ratify adopted Policy 7585.09 – Governing Document Compliance Corrective Measures and Monetary Penalties (pages 18-19) Mr. Croft
- d. Ratify amended Policy 7512 – Guarantor Agreement Form (pages 20-21) Mrs. Turner
- e. Discuss shareholders request for tree removal Mrs. Turner
- f. Discuss dead tree removal Mr. Michlin
- g. Ratify adopted Policy 7531.09 – Inspection of Vacant, Unoccupied or Seasonal-Use Units (page 22)
- h. Ratify adopted Policy 7575.09 – Laundry Room Use (pages 23-24) Mrs. Schnauffer

- i. Ratify the following policies: 7301 – Audit Expense, 7302 – Capital Accounts, 7320 – Patronage Refunds, 7331 – Impounds, 7332 – Billings to Mutuals, 7333 – Income Items and Their Distribution, 7334 – Investment Records, 7335.09 – Cash Disbursements, 7336.09 – Shareholders' Interest, 7337 – Financial Reports, 7340 – Accounts Receivable, 7341 – Cashier Service (pages 25-35)
- j. Resolution/discuss Occupancy Agreement Article 23 Late Charges/Cost (page 36)

(STAFF BREAK (TIME TO BE DETERMINED BY PRESIDENT – 15 MINUTES))

NEW BUSINESS –

- a. Discuss water heaters and garbage disposal owned by Mutual Mr. Croft
- b. Discuss rewrite of Policy 7333.9 Income Items and Their Distribution (page 37) Mrs. Turner
- c. Discuss funds at BNY Mellon Mrs. Turner
- d. Rescind Policy 7305 – Depreciation – Straight Line Method (page 38)
- e. Discuss amending Policy 7551.G – Unsanitary Premises and Fire Loading Condition (pages 39-40) Mrs. Schnauffer
- f. Discuss amending Policy 7545.1 – Inspection Fee, Inheriting Share of Stock (page 41) Mrs. Schnauffer
- g. Discuss Policy 7574.9 – Satellite Dish Installation (pages 42-43) Mrs. Schnauffer
- h. Resolution to renew Mr. C's Towing Agreement (pages 44-48)

SHAREHOLDER(S) COMMENTS (2-3 minutes per shareholder)

ADJOURNMENT

EXECUTIVE SESSION (legal, member issues)

STAFF WILL LEAVE THE MEETING BY 12:10 P.M.
NEXT BOARD MEETING: Monday, September 11, 2017, at 9:30 a.m.
Administration Building Conference Room A

cd:8/08/17

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(09) NINE**

INSPECTOR: **Dave Van Horn**

MUTUAL BOARD MEETING DATE: **AUGUST 14, 2017**

PERMIT ACTIVITY							
UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
208 A-L	BUILDING RE-PIPE	BOTH	8/2/17	08/14/17	NO	NA	NELSON
211 H	DEN SLIDER	BOTH	11/15/16	12/28/16	YES	LATH	L.W. DÉCOF SIGNED 8/4/17
210 E	CEILING FAN	BOTH	05/16/17	05/17/17	NO	SIGNED OFF 7/12/17	OGAN
236 F	FLOORING, COUNTERTOPS	BOTH	04/02/17	06/30/17	NO	NA	LW DÉCOR RED TAG
212 G	SHOWER REODEL	BOTH	05/20/17	06/10/17	NO	SIGNED OFF 8/4/17	AC&R
233 F	COMPLETE REMODEL	BOTH	06/13/17	10/17/17	NO	FOOTING SIGNED	OGAN 8/1/2017
217 A	CART PAD	GRF	05/17/17	05/20/17	NO	NOT CALLED IN	FRANKS GARDENING
218 J	ROOM ADDITION	BOTH	06/01/17	07/31/17	NO	DRYWALL	BERGKVIST SIGNED 7/20/2017
220 L	DISHWASHER	BOTH	07/10/17	10/17/17	NO	NA	OGAN
223 H	HEATPUMP	BOTH	06/30/17	07/30/17	NO	NOT CALLED IN	THOMAS INC
222 A	COMPLETE REMODEL	BOTH	07/01/17	01/30/18	NO	NA	K&K
221 G	HEATPUMP	BOTH	07/31/17	10/31/17	NO		GREENWOOD

ESCROW ACTIVITY							
UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
215 F			07/28/17	08/07/17			
229 F					07/11/17		
213 D		07/20/17					
219 J		07/14/17					

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

CONTRACTS	
CONTRACTOR	PROJECT
PINNACLE	5/15/2016- 5/15/2018
FENN PEST CONTROL	APPROVED BY BOD 6/12/17
HUTTON PAINTING	START DATE 8/21/17 COMPLETE 1/22/18
NELSON PLUMBING (REPIPE)	CONTRACT SIGNED 5/22/17 START DATE 6/5/17

SITE VISITS	
UNIT NUMBER	REASONS
208 A-L RE-PIPE OPEN & CLOSE DOORS	
220 G. WITH AGENT RE: TERMITES DAMAGE W.O. SENT	TO S.M. SHAREHOLDER CHARGE

MUTUAL OPERATIONS

AMENDED POLICY DRAFT

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine

A. Carport Use

1. Carports are to be used for parking of self-propelled land vehicles in operating condition. Any stored items in the carports must be completely contained in the carport cabinets except as noted below. All vehicles must have a current DMV registration and sufficient insurance as mandated by the State of California Vehicle Code (CVC) § 22658 or a SBLW decal issued by the Golden Rain Foundation Security Department affixed and displayed on the lower left windshield, depending on the type of vehicle.
2. Any vehicle that is in non-compliance with these rules may be towed at the owner's expense as specified in CVC § 22658 and in towing Policy 7582.
3. Current fire regulations prohibit the storage of fuel oil or any combustible material in the carport areas.
4. All vehicles, when parked in the carports, must be headed in.
5. In accordance with the Seal Beach Municipal Code 9.20.010, any vehicle leaking oil, anti-freeze, or any other hazardous material is prohibited from parking in a Mutual carport or on a Mutual street or driveway. It is the shareholder's responsibility to clean up any hazardous material. If the Mutual needs to have them cleaned up, the shareholder will be billed for the cleaning. All hazardous waste materials, including kitty litter used for cleanup, must be disposed of at an Orange County-approved hazardous waste site.
6. Carport space may not be rented out to anyone who is not a Mutual Nine shareholder **and a member in good standing of the Golden Rain Foundation.**
7. Bicycles or tricycles in operating condition and a folding grocery cart may be placed under the cabinets in the shareholder's assigned or rented space. Other vehicles in operating condition, including motorcycles, mopeds, electric carts, bicycles and tricycles, must not be parked between self-propelled land vehicles because that would infringe upon another shareholder's vehicle space. If the shareholder is not using the carport space for an automobile, the space may be used for bicycles or tricycles, but they must be removed on carport cleaning day. Ladders may be hung or placed beneath the shareholder's storage cabinet.
8. **At each inspection of the carports by the staff of the Physical Property Department, notice will be given to each shareholder found in violation stating that the improperly stored items must be removed within ten (10) days or the items will be removed at the shareholder's expense.**

(Draft created 03-27-17 cd / Draft 06-15-17)

Page 1 of 10

MUTUAL OPERATIONS**AMENDED POLICY DRAFT**

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine

9. Installation of a power outlet in the carport for charging small (non-highway) electric carts is no longer permitted. A registered, fee paying shareholder who already has a power outlet in their carport space can be “grandfathered in” only for charging one cart that the shareholder already owns or a replacement cart that can be charged at the existing outlet. The outlet shall be removed at the end of that shareholder’s occupancy.
10. Any damages sustained to the carport are the responsibility of the shareholder.

B. Carport Assignments

1. Carport assignments are controlled by the Mutual Corporation and a record of assignments is kept in the Stock Transfer Office of the Golden Rain Foundation.
2. Any vehicle parked in a carport must bear a current vehicle decal issued by the Seal Beach Leisure World Security Department (except as stated in B. 4.).
3. No person shall park any vehicle in any carport not assigned to him/her without permission from the Mutual Board of Directors (procedure stated in B. 4.) or a temporary visitor form on the dash (B. 6.). Mutual Nine shareholders desiring to change carport assignments must obtain approval of the Mutual Board of Directors so that the change can be properly recorded in the Stock Transfer Office.
4. The request for carport re-assignment, if approved, is only temporary and is valid only so long as both participating parties agree to the temporary change. One party determining to withdraw from the agreement may do so as may the successor owner of that party’s unit. The Mutual Corporation retains, at all times, the authority to revoke and cancel this temporary change of carport assignment, at its discretion. The reassignment of carport spaces, herein provided, will automatically become null and void in the event of a sale of the stock representing either unit, with absolutely no exceptions to the rules herein provided.
5. Carport space or storage space may not be rented to or used by anyone who is not a Mutual Nine shareholder and a member in good standing of the Golden Rain Foundation.

MUTUAL OPERATIONS**AMENDED POLICY DRAFT****SHAREHOLDER REGULATIONS****Carport Regulations – Mutual Nine**

~~Carport space may not be used by non-residents beyond the 60-day period allowed for visitors and must be removed on carport cleaning day.~~

6. **A shareholder may allow temporary, short-term parking of a vehicle used by a houseguest in their assigned carport during and not to exceed the visitors permitted 60-day stay in any one year period. A form available from a Director or Stock Transfer must contain the beginning and ending dates the vehicle will be parked and the shareholder's name and unit number shall be placed on the driver's side of the vehicle's dashboard to be read outside the vehicle.**
7. Shareholders are permitted to have a secondary carport storage cabinet installed beneath the existing cabinet. Approval must be obtained from the Mutual Board of Directors and the GRF Physical Property Department prior to installation. The dimensions, color, and hardware on the lower cabinet must match the spacing, color, and hardware on the upper cabinet (see attached sketch SK001 and SK002). The cabinet, if attached to the existing structure or not, will require a permit from the GRF Physical Property Department.
8. ALL Plywood for the cabinet must be ¾-inch thick, treated for termite resistance, and have at least one good side which shall be on the exterior of the cabinet. A standard 60-inch concrete or plastic wheel stop shall be installed far enough from the cabinet to protect it from being hit by a parked vehicle's front bumper. Cabinet may not extend beyond the front edge of the concrete slab under the existing cabinet and may enclose all or a portion of the area beneath the existing upper cabinet. Any vehicle parked in a carport with secondary cabinets installed must not extend beyond the carport drip line.
9. The cabinet to be added requires a Licensed contractor if the cost is over \$500. If the cost is under \$500, the shareholder or Handyman registered with the GRF Physical Property Department may install the cabinet and must follow the GRF Physical Properties Contractors Rules & Regulations. Both the Shareholder and Licensed Contractor Requirements for General Liability Insurance, Additional Insured Endorsement(s), and Workers Compensation Insurance if applicable. Unless otherwise authorized by the Mutual Board of Directors no work will be permitted on weekends or holidays according to the GRF Physical Property Contractor Rules & Regulations. **A prefabricated plastic cabinet built and designed for outdoor use may be submitted for approval.**
10. Any shareholder who installs a secondary carport storage cabinet without Board approval and a permit from the Physical Property Department must, upon receipt of a written notice of violation, cure that violation within ten (10) days (the "cured period"). If the violation is not cured within the cure period, the cabinet will be removed and any resulting damage to the carport repaired at the shareholder's expense.

(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS**AMENDED POLICY DRAFT****SHAREHOLDER REGULATIONS**Carport Regulations – Mutual Nine

11. At sale or transfer the new shareholder must accept responsibility for the cabinet or it must be removed and any resulting damage to the carport repaired at seller's expense.
12. Any other construction which involves the Mutual's carports, walls, floors, beams or ceilings is not permitted.

C. Mutual Driveway/Roadway Restrictions

1. The speed limit on all Mutual 9 streets are 10 miles per hour. All vehicles must park in the direction traffic flows. Parking on Mutual 9 driveways is limited to 2 hours, 30 minutes in green zones and is not allowed in the red zones or yellow loading zones.
2. Mutual Nine shareholder RVs may park on driveways up to 48 hours for loading and unloading only. Visitor and vacation RVs may ONLY park on Trust streets and at Clubhouse 4 designated lot as permitted in GRF's Policy 1920.

D. Inoperable or Leaking Vehicles

1. Inoperable, wrecked, unlicensed, or vehicles leaking fluids may not be brought into or parked on Mutual Nine property. Mutual Nine requests that GRF not allow such vehicles to be parked within 10 feet of Mutual Nine property.
2. Mutual Nine shareholders are responsible for prompt and thorough removal of any leaking fluids or spills that they or their visitors have caused.

E. Towing Vehicles

Pursuant to Clause (1) of subparagraph (E) of paragraph (1) of subdivision (1) of Section 22658 of the California Vehicle Code:

The Security Department is hereby authorized by the Board of Directors of Mutual Nine to cause the REMOVAL AND TOWING OF A VEHICLE WHICH IS PARKED ON ANY MUTUAL NINE PROPERTY LOCATED WITHIN 15 FEET OF A FIRE HYDRANT OR IN A FIRE LANE, OR IN A MANNER WHICH INTERFERES WITH AN ENTRANCE OR EXIT FROM THE PRIVATE PROPERTY, so long as such towing conforms to the other provisions of said Section 22658.

(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS**AMENDED POLICY DRAFT****SHAREHOLDER REGULATIONS**Carport Regulations – Mutual Nine

The Security Department is further authorized to cause the removal and towing of a vehicle that is in violation of Seal Beach Mutual No. Nine policies on Mutual No. Nine property when authorized by a majority vote of a Board quorum in compliance with CA Civil Code §4910-4925 of the Davis-Stirling Open Meeting Act and signed by the Mutual President and one other Officer.

Mutual Nine relies on the assurance of the Golden Rain Foundation that appropriate signage is and will continue to be posted at all shareholder entrances to the Seal Beach Leisure World community and that all vehicle code reporting and notice requirements will be met.

Any towing that results from this authorization will be at the vehicle owner's expense in conformity with the provisions of Section 22658.

F. Sidewalk Traffic

1. Gasoline-powered vehicles are prohibited from using sidewalks in this Mutual. Exceptions shall be limited to the following:
 - a. Emergency medical vehicles belonging to the Health Care Center
 - b. Service vehicles designated for sidewalk use belonging to the GRF
 - c. Service vehicles designated for sidewalk use belonging to contractors or vendors doing business with shareholders or the Mutual Nine Corporation
2. Due to potential safety hazards, Mutual Nine shareholders and their visitors may not use roller skates, roller blades, or skateboards on Mutual Nine property.
3. Except for employees working in Leisure World, visitors residing outside Leisure World may ride bicycles or tricycles on Mutual Nine sidewalks or streets only if accompanied by a shareholder.
4. No vehicle may be parked on any Mutual Nine walkway. (Exceptions for vehicles listed in F. 1. when necessary.)
5. Mutual Nine shareholders parking their electric carts at their unit must park on the charging pad. (Policy 7425.09 – Garden Areas, Trees, Shrubs, Turf Areas, Item 5.

(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS**AMENDED POLICY DRAFT**

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine**G. Enforcement**

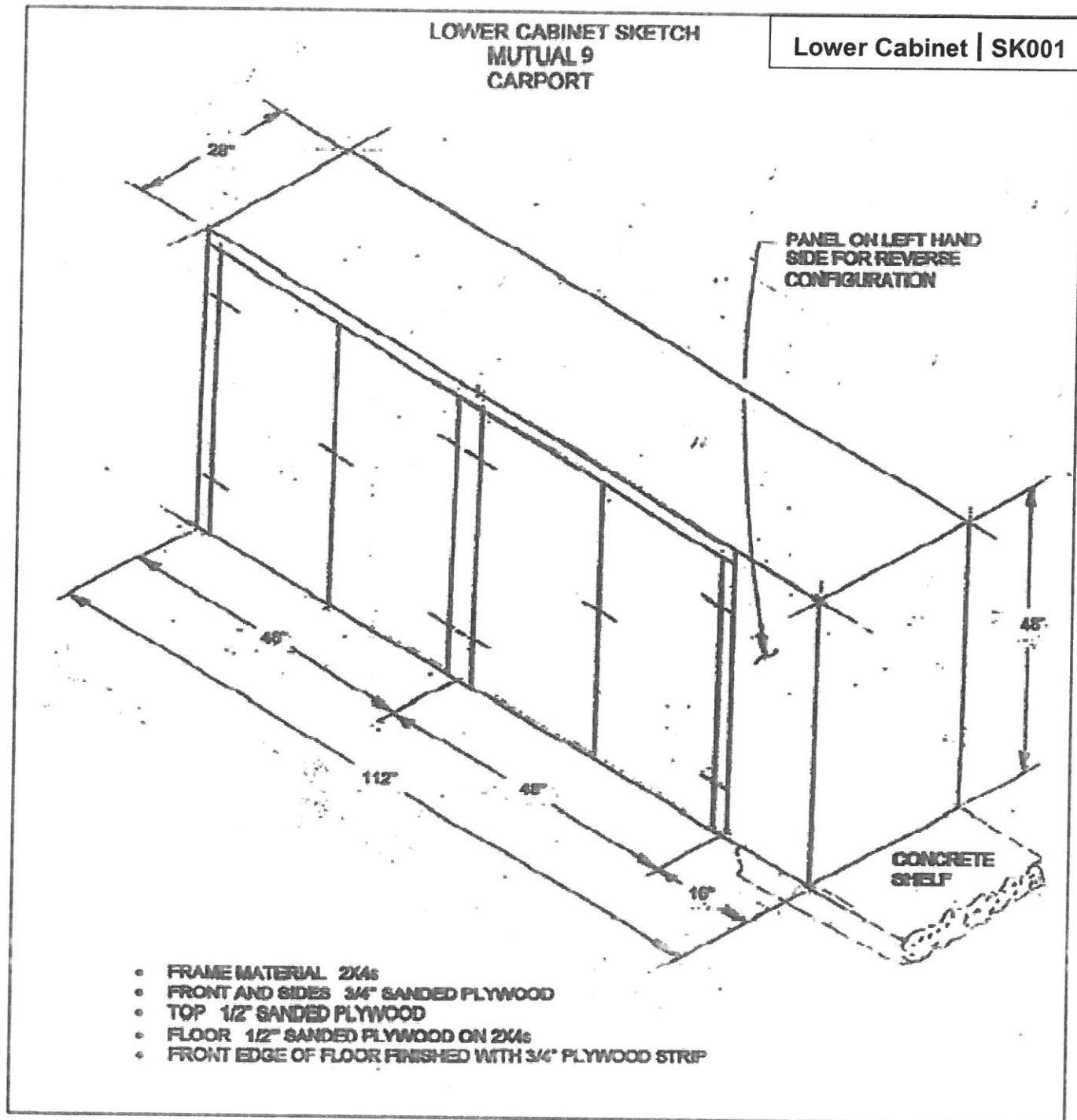
1. Remedies to cure violations of this policy will be determined by the Mutual Nine Board of Directors as permitted by the governing documents and applicable law and may include fines.
2. The Mutual Nine Board of Directors, Mutual Administration, Physical Property, and Security will provide warnings or citations and follow through as needed when approved by the Mutual Nine Board.
3. Security may remove a parking decal from a Mutual Nine vehicle on Mutual Nine property when the shareholder is in violation of GRF Policy 1920 or 1920.1 but only after informing the shareholder and the Mutual Nine President in person, by phone, e-mail or certified letter and providing the shareholder, when possible, an opportunity to cure the violation.
4. Inclusions and exclusions of GRF Policy 4090 noted in Policy 7581.12 – Enforcement of Traffic Regulations are reflected in this policy. To the extent of any conflict between GRF Policy 1920 or 1920.1 and this policy, Mutual Nine Policy 7502.9 – Carport Regulations and Common Area Traffic Policy shall prevail on Mutual Nine Corporation property.

MUTUAL OPERATIONS

AMENDED POLICY DRAFT

SHAREHOLDER REGULATIONS

Carpport Regulations – Mutual Nine



(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS

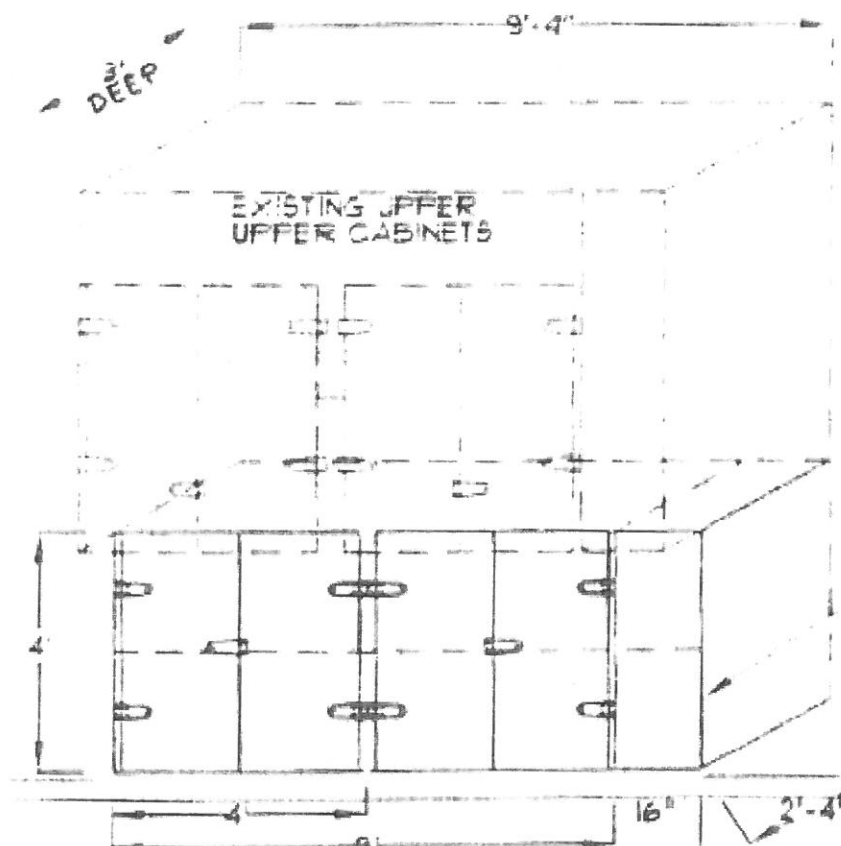
AMENDED POLICY DRAFT

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine

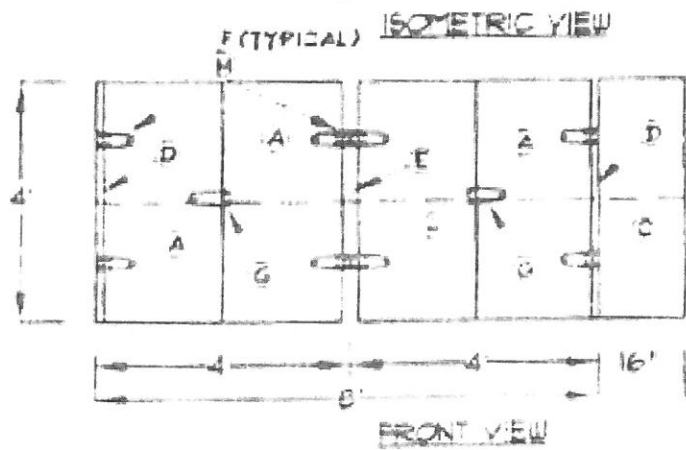
Upper Cabinet | SK002

CARPORT CABINET SKETCH



NOTE:
 16" SIDE PANEL WHEN CABINET MOUNTED ON RIGHT SIDE WALL
 REVERSE PANEL WHEN ON LEFT SIDE AND BOTH PANELS REQUIRED IF NOT MOUNTED AGAINST SIDE WALL

CONCRETE SHELF



BILL OF MATERIAL

- A. 6 EA 2"X4" 3/4" PLY HANDY PANEL BC
- B. 2 EA 2"X8" 3/4" PLYWOOD CDX
- C. 1 EA 16"X4" PLY HANDY PANEL BD CUT FROM A. ABOVE
- D. 2 EA 1"X4" PLY STRIPS FOR HINGES
- E. 1 EA 2"X4" CENTER STRIP FOR HINGES
- F. 8 EA STANLEY HINGES 14-2610
- G. 2 EA STANLEY 75-5204 ZINC PLATED 3 1/2" LOCKING KEY HASP SET
- H. 60 3/32"X3/4" PLATED PHILLIPS HEADCADMIUM PLATED SCREWS

NOTE:
 PLACE A STANDARD 60" CONCRETE OR PLASTIC WHEEL STOP

(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS

AMENDED POLICY DRAFT

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine

CONTRACTOR REQUIREMENTS
(CONTRACTORS EARNING \$5,000 OR MORE FOR ANY SINGLE PROJECT)

Contractor shall submit (and keep current) the following documentation to the Physical Property Department:

- 1. Business card
2. Photocopy of Contractor's License (wallet size)
3. Photocopy of City of Seal Beach Business License (May be obtained when pulling 1st City Permit)
4. Federal Tax ID Number: or W-9
5. Certificate of Insurance noting a thirty (30) day Notice of Cancellation.
A) Insurance Carrier Rating
Insurance Carriers shall be "A RATED or BETTER" by AM Best Insurance Rating standards
B) General Liability Insurance
\$1,000,000 combined single limits
Bodily Injury & Property Damage
C) Additional Insured Endorsement(s)
Separate endorsement(s) shall name both entities listed below as Additional Insured. Additional Insured status coverage shall include Ongoing and Completed Operations.
D) Workers Compensation Insurance
Statutory (Employers Liability) - \$1,000,000 minimum limits, or as required by the State of California
E) Workers' Compensation Waiver of Subrogation Endorsement applicable in California
A separate endorsement waiving subrogation against Golden Rain Foundation and Mutuals 1-17 for losses arising from work performed by or on behalf of the named insured.
F) Auto Liability Insurance
\$1,000,000 combined single limits, Bodily injury & Property Damage.
Inclusive of: Scheduled and/or, non-owned/hired Auto's (minimally)
6. EPA Lead Renovation, Repair and Painting Certificate.
7. Asbestos - Contractors are responsible for any and all testing and abatement necessary to comply with code.
8. An Orientation Meeting must be scheduled with the Physical Property Supervisor prior to final approval.
9. Invoices Mail:

Golden Rain Foundation or Seal Beach Mutual 1-17
Attn: Accounts Payable
PO Box 3519
Seal Beach, CA 90740
Email: grfan@lwsb.com

- 10. Are Sub contractors going to be utilized? Yes No
If yes, contractor hereby confirms that all sub-contractor(s) utilized by said contractor shall comply with the insurance requirements set herein prior to commencement of work. Contractor shall be responsible to ensure that its authorized representatives, employees, agents and any parties doing work on contractor's behalf, are in compliance with listed requirements.

11. Confirmation of acceptance of terms:
I hereby agree to comply with and maintain all requirements as stated above.

Company
Signature Contractor Date
Signature GRC Representative Date

The Certificate of Insurance shall be mailed, e-mailed and/or faxed to:
Golden Rain Foundation and Mutuals 1-17
Physical Property Department
P.O. Box 2069
Seal Beach, CA 90740-4344
562-431-6586, Ext. 352
562-431-5316-Fax
sharonh@lwsb.com

IF YOUR INSURANCE BROKER/CARRIER REQUIRES CLARIFICATION OF THESE REQUIREMENTS, PLEASE
HAVE THEM CONTACT DLD INSURANCE AT 949-553-5696
MARIA SANDUCCI AT MSANDUCCI@OLDINS.COM

rev. 10/23/2014

MUTUAL OPERATIONS

AMENDED POLICY DRAFT

SHAREHOLDER REGULATIONS

Carport Regulations – Mutual Nine

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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MUTUAL ADOPTION

AMENDMENT(S)

NINE: 01-13-97

04-14-14, 09-14-15, 01-09-17

(Draft created 03-27-17 cd / Draft 06-15-17)

MUTUAL OPERATIONS**AMENDED DRAFT**SHAREHOLDER REGULATIONSCaregivers & Care Attendants – Mutual Nine OnlyDefinition:

Caregiver – resides with the person they are providing essential care for, and is not obligated to support that person. A Caregiver would not be in the unit except to provide necessary supportive services and has no right to continue living in the unit when the shareholder leaves the unit permanently. A Full Time Live-In Caregiver will accompany a shareholder every time that shareholder leaves their unit.

Care Attendant – is a person that regularly visits the unit to provide supportive or medical services but does not live in the Unit.

1. Licensing Requirements

- a. In order to work as a Caregiver or Care Attendant in Mutual Nine, Caregiver or Care Attendant should have a valid Seal Beach Business License or work for an agency with a valid Seal Beach Business License, per Seal Beach City Ordinance 1435. A copy of the license must be in the possession of Caregiver or Care Attendant at all times. *Exemption: A family member (of a shareholder) who is acting in the capacity of a Caregiver or Care Attendant is exempt from possessing a business license, but must apply and receive a caregiver's pass and badge.*
- b. A Caregiver or Care Attendant working in Mutual Nine must have a valid driver's license and vehicle registration if driving a vehicle into Leisure World.
- c. Caregiver or Care Attendant application must be signed by the President and other officer of Mutual 9 Board before it can be issued.

2. Pass and Badge Requirements

- a. All Caregivers or care attendant, whether working as a family member, as an individual, or through an agency, must apply and receive a caregiver's pass and clear badge holder through the Golden Rain Foundation Stock Transfer Office.
- b.) The pass must be renewed every six months.
- c.) The pass must be worn in clear sight at all times.
- d.) Passes or badge holders may not be transferred or lent to anyone.
- e. Caregiver or Care Attendant, working as a family member must have a licensed medical physician's written statement that the Caregiver or Care Attendant is qualified to provide the supportive services that are needed to care for themselves and the shareholder. This will need to be renewed every six months.

(draft created 7-3-17 ka)

MUTUAL OPERATIONS**AMENDED DRAFT**SHAREHOLDER REGULATIONSCaregivers & Care Attendants – Mutual Nine Only

3. Use of Laundry Facilities
 - a. ~~Part-time caregivers~~ **Care Attendants** may use laundry facilities for shareholder's laundry only. ~~Part-time caregivers~~ **Care Attendants** who use Mutual laundry facilities for their personal or family use will be permanently barred from using Mutual laundry facilities.
 - b. Caregivers who are 24-hour live-ins may use washers and dryers for their personal use, but may not use the washers and dryers for other family members or friends.
 - c. Washers and dryers are to be cleaned after every use.
 - d. Only two washers or dryers may be used at a time.
 - e. Washed items are not allowed to be hung on patios.
4. General Requirements
 - a. Caregiver **and Care Attendant** must cease all noise after 10:00 p.m., i.e., no TVs, radios, loud talking.
 - b. Caregivers **and Care Attendant** are not allowed to bring family members or friends to the apartment.
 - c. Caregivers **and Care Attendant** are not allowed to bring pets into Leisure World.
 - d. Caregivers **and Care Attendant** are not allowed to use community facilities, including laundry facilities, unless caregiver is a 24-hour live-in.
 - e. A licensed medical physician's written statement that ~~the shareholder needs a caregiver is required and it needs to be renewed annually.~~ **must be provided as to the level of care a shareholder needs specifying full time live in care Caregiver, or part time care, Care Attendant. This letter must be renewed annually.**
 - f. **There can be only one (1) full time live in Caregiver per shareholder.**

MUTUAL OPERATIONS

AMENDED DRAFT

SHAREHOLDER REGULATIONS

Caregivers & Care Attendants – Mutual Nine Only

5. Parking Regulations

a. If shareholder does not have a vehicle, caregiver may use the carport space for their own vehicle after obtaining a temporary parking pass through the Stock Transfer Office.

1) The temporary parking pass must be clearly displayed on dashboard of caregiver’s vehicle at all times.

6. Shareholder Responsibilities

a. The shareholder has full responsibility for the behavior and actions of the caregiver.

I hereby acknowledge that I am aware of the provisions of this policy and agree to abide by them.

Caregiver Name: _____
(Print)

Unit Number: _____

Caregiver Signature: _____

Date: _____

MUTUAL ADOPTION

AMENDMENTS

NINE: 10-13-08

02-10-14

(draft created 7-3-17 ka)

MUTUAL OPERATIONS**ADOPT DRAFT POLICY****RESIDENT SHAREHOLDER REGULATIONS****GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES
MONETARY PENALTIES – MUTUAL NINE**

The objective of this Compliance Policy shall be to promote and seek voluntary compliance of shareholders for themselves, those qualified to reside with them and the shareholders' visitors including, but not limited to guests, employees and delivery personnel with the Seal Beach Mutual No. Nine Occupancy Agreement, Bylaws, 7000 Series Policies, and Rules and Regulations, all as amended and supplemented (collectively, "Governing Documents").

Reporting Violations:

Any resident shareholder, including any shareholder serving on the Board, may report violations. Contact Security, Community Administration, or the Board of Directors.

Such reports shall constitute a complaint and will be documented in writing to include the time, date, nature of violation, circumstances, and location and address of person or persons responsible. The complaint will be provided to the Mutual for review and, if necessary, enforcement action.

Enforcement Procedures:

The Mutual may, in the Board's **sole** discretion, enforce a violation of the "Governing Documents" by pursuing, without limitation any one, or **a** combination of, the remedies described below in paragraphs, One, Two, or Three (1, 2, or 3). Notices described in One and Two below shall include a statement inviting the shareholder.

1. Send an initial notice of violation letter to the resident shareholder stating the nature of the alleged violation. In the event that the shareholder does not take corrective action and continues to be non-compliant, the notice will include a reasonable date within which to voluntarily comply.
2. Send a notice of violation and intent to impose a **monetary penalty**. Monetary penalties will be imposed in accordance with the Mutual's Violation **schedule of Monetary Penalty Penalties**.
3. An action in law or in equity to recover the sums due for damages injunctive relief or any other appropriate legal or equitable relief that may be available to the Mutual.

MUTUAL OPERATIONS

ADOPT DRAFT POLICY

RESIDENT SHAREHOLDER REGULATIONS

GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES
MONETARY PENALTIES – MUTUAL NINE

SCHEDULE OF MONETARY PENALTIES: MONETARY PENALTY SCHEDULE:

Schedule of Monetary Penalties may be imposed after notice and opportunity for hearing, and where the Board of Directors, or committee appointed by the Board, in its discretion, has determined that a resident shareholder is non-compliant with or has violated the "Governing Documents."

MONETARY PENALTY SCHEDULE

Notice of Violation: Warning or monetary penalty. of \$25.00 per day the violation continues. First notice will be a warning. Second notice will be a \$50.00 monetary penalty. Third notice will be a \$100.00 monetary penalty. If the monetary penalty is not paid \$25.00 a day will be added to the third notice.

Invoices for Monetary Penalties are due and payable immediately.

MUTUAL ADOPTION
NINE:

AMENDMENTS

MUTUAL OPERATIONS

RESCIND ALL MUTUALS

RESIDENT REGULATIONS

Guarantor Agreement Form

To: GOLDEN RAIN FOUNDATION and SEAL BEACH Mutual NO. _____
 a corporation a corporation
 1661 Golden Rain Road
 Seal Beach, California 90740

I, _____, the undersigned, hereinafter called "Guarantor," in order to induce you to enter into and permit the issuance by the Golden Rain Foundation of a membership certificate in the Golden Rain Foundation and the transfer and issuance of a share of stock in Seal Beach Mutual No. _____, hereinafter called "Mutual," to _____, hereinafter called "Stockholder," do hereby individually, jointly and severally, as the case may be, guarantee the performance by said "Stockholder" of all the terms and conditions of said Occupancy Agreement and the payment of all payments and monthly carrying charges under the terms and conditions recited in said Occupancy Agreement, or any renewals thereof, and the Guarantor further hereby individually, jointly and severally, as the case may be, undertakes to and does agree to indemnify and hold you and your successors and assigns harmless from and against any and all liability, loss, damage or expense including counsel fees which you may incur or sustain by reason of the failure of said "Stockholder" to fully perform and comply with the terms and obligations of membership in the Golden Rain Foundation, the Occupancy Agreement, and the purchase of share of stock in Seal Beach Mutual No. _____.

This guarantee is absolute and complete and shall extend to and cover any and all forms of indebtedness and liability on the part of the said "Stockholder" to the Golden Rain Foundation and/or "Mutual" heretofore accrued or hereafter accruing or arising from the issuance of said membership in the Golden Rain Foundation, said share of stock in "Mutual" and said Occupancy Agreement, and shall extend to any indebtedness of said "Stockholder" to such corporations, and said guarantee shall be a continuing guarantee and no notice of any indebtedness already or hereafter contracted or renewed need be given to the Guarantor or any of them. The Guarantors hereby expressly waive presentment, demand, protest, and notice of protest on any and all forms of indebtedness and also waive notice of the acceptance of this guarantee. Acceptance on the part of the said corporations being conclusively presumed by its request for this guarantee and delivery of the same to it.

Each of the undersigned acknowledges that this guarantee is operative and binding without reference to whether it is signed by any other person or persons. The undersigned all acknowledged that this guarantee is not subject to revocation by the undersigned and pertains to and applies to all monthly carrying charges and payments under the said Occupancy Agreement and said certificates as hereinabove referred to for so long as the said
(Mar 17)

MUTUAL OPERATIONS

RESCIND ALL MUTUALS

RESIDENT REGULATIONS

Guarantor Agreement Form

"Stockholder" and/or his or her estate shall hold stock in said corporation.

GOLDEN RAIN FOUNDATION
a corporation

By _____

GUARANTOR

SEAL BEACH MUTUAL NO. _____
a corporation

GUARANTOR

By _____

Dated _____

GRB

Approved: 18 Dec 73

(Mar 17)

MUTUAL OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Inspection of Vacant, Unoccupied or Seasonal-Use Units – Mutual Nine**

Any vacant, unoccupied or seasonal-use unit in Mutual Nine shall be inspected every three months by a Physical Property Inspector and the Mutual Director assigned to the respective building. Inspections shall be conducted during the months of January, April, July, and October. The inspection in April may be waived during the years that fire/safety inspections are conducted.

The Mutual Director shall provide a list of vacant, unoccupied or seasonal-use units to the Physical Property Inspector and set an appointment with the Inspector for the inspection. Mutual Directors are encouraged to talk to Building Captains to update the list of units to be inspected.

The inspection of vacant units for sale will not be posted. The inspection ~~for~~ **of** unoccupied and seasonal-use units will be posted at least 24 hours prior to the inspection. Letters for posting are available through the Physical Property Office.

During the inspection, if any violations are found that are the responsibility of the shareholder, the shareholder must **effect (or make)** the repairs, maintenance or replacements as needed within the timeframe specified **in the notice**. In accordance with the Occupancy Agreement, Section 11(c), Repairs, if the shareholder fails to effect the repairs, maintenance or replacements in a manner satisfactory to the Mutual, the Mutual may do so and add the cost thereof to the shareholder's next monthly carrying charge **payment statement**.

"Unless there is an emergency, the shareholder should never shut off the electricity or water to the Unit. The hard-wired smoke detector, toilet, refrigerator or water heater should not be unplugged or have electrical power or water shut off. Doing so may cause safety hazards to other units, damage to the toilet and appliances. If the power or water is found to be shut off when an inspection is conducted the shareholder will be subject to a monetary penalty. First notice will be a warning. Second notice will be a \$50.00 monetary penalty. Third notice will be a \$100.00 monetary penalty. If the monetary penalty is not paid \$25.00 a day will be added to the third notice monetary penalty.

The Shareholder will be charged for each inspection of vacant, unoccupied or seasonal-use units at the current hourly rate of maintenance."

MUTUAL ADOPTION

NINE:

(Draft created 07-03-17 ka)

MUTUAL OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Laundry Room Use - Mutual Nine**

1. Laundry room facilities are available for use solely by residents **shareholders** of Mutual Nine. **Please use your assigned laundry room.**
2. Shareholders are responsible for any damage to the laundry room facilities when they or their full- or part-time caregiver are doing the shareholder's laundry, or when a full-time caregiver is doing their own laundry.
3. Laundry room facilities are available for use between the hours of 7:00 a.m. and 9:00 p.m. only.
4. Washers or dryers must not be overloaded or under-loaded. Improper loading may cause damage to the machines due to being unbalanced. Only two machines may be used at one time per shareholder unit.

If there is uncertainty about the load, stay with the machine to ensure that the load is properly balanced. If necessary, rearrange the load in the machine.
5. Read all labels for laundry products to ensure that the product type is correct and the amount is appropriate.

Front-loading washers generally require about half the amount needed for a top-loading washer.
6. For front-loading washers, wait until the cycle is completed and the light has gone out **before** opening the machine door. Expensive damage can occur to the machine, which will be the responsibility of the shareholder, if the door is forced open before the cycle is completed.
7. Laundry room facilities are to be used for washing and/or drying only. Clothing or fabrics may not be dyed or tinted in the washers or dried in the dryers.
8. Any clothing or fabric that has been cleaned in a flammable liquid may not be washed in the washers or dried in the dryers.
9. The following items may not be washed in the washers or dried in the dryers: rubber- or plastic-backed mats, rugs or runners, sneakers, fiberglass curtains, sleeping bags, heavy blankets, quilts, comforters, or car covers.
10. Hand-washed clothing or other items may not be placed in the dryers due to the excess amount of water contained in them. Use the exterior clothesline for hand-washed items, if desired.

(Draft created 03-27-17 cd)

MUTUAL OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Laundry Room Use - Mutual Nine**

11. Clothing or other items with metal buttons, clips, etc., must be placed in a small cloth bag or pinned inside a pillowcase before being placed in the dryer. Clothing or other items may be hung on the laundry room clothesline only.
12. Clothing or other items that have not been removed from a dryer within 30 minutes of completing may be removed from the dryer by the next person waiting to use the machine.
13. When a washer or dryer is "out of order," place an "Out of Order" sign on the machine and notify GRF Service Maintenance at 562-431-3548.
14. The trash containers in the laundry rooms are for lint and dryer sheets only. Detergent containers, bleach or softener bottles, or other trash must be disposed of in another location.
15. Clean the dryer filter after each use, and dispose of lint in the trash containers, and help keep the laundry rooms clean.
16. Bulletin boards are for laundry room instructions and official Mutual Nine business only.

MUTUAL ADOPTION

NINE:

(Draft created 03-27-17 cd)

Page 2 of 2

MUTUAL OPERATIONS

RESCIND MUTUAL NINE

ACCOUNTING AND FISCAL

Audit Expense – All Mutuals Except Five, Fifteen, Sixteen and Seventeen

WHEREAS, in the past the audit expense has been charged to the year when the expense was billed and not for the year for which the audit was made

THEREFORE, BE IT RESOLVED that the audit expense be hereafter charged to the expenses for the year for which the audit was made. The audit expense for 1969 shall be charged to 1969 expenses.

MUTUAL ADOPTION:

RESCIND

ONE	04-30-70	
TWO	04-16-70	
THREE	04-20-70	
FOUR	04-06-70	
FIVE	04-03-70	Rescinded 10-19-16
SIX	04-24-70	
SEVEN	05-15-70	
EIGHT	04-09-70	
NINE	05-20-70	
TEN	03-30-70	
ELEVEN	04-02-70	
TWELVE	03-30-70	
FOURTEEN	03-26-70	
FIFTEEN:	04-02-70	Rescinded 07-21-14
SIXTEEN	04-09-70	Rescinded 02-07-2017
SEVENTEEN	N/A	

(Mar 17)

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL**Capital Accounts

Legal opinion from Attorney W. A. Williams in letter dated 28 Oct 70 to the Controller:

"One of the unfortunate aspects of each Mutual at Leisure World is the fact that it was set up as a general corporation in its inception. This, of course, requires it to be controlled by the general corporation laws for the State of California.

With respect first to dividends, it would be unlawful for the declaration of any kind of dividend out of these funds as, in my opinion, they constitute a paid-in surplus. Paid-in surpluses cannot be used for the payment of dividends except to shares entitled to preferential dividends. None of the shares in the Mutual Corporations qualify as shares entitled to preferential dividends. I would disagree with the position that the funds are available for patronage dividends. The only funds that I would view as available for patronage dividends are those funds paid in by the members as payments in excess of the budget and remaining at the end of the year. A liability can attach to the director and the shareholder receiving those payments if they are not authorized by law. California Corporation Code holds a liability of shareholders for receipt of an unauthorized dividend in Corporation Code 1510. Illegal declaration of dividends can constitute a misdemeanor in the State as set forth in the Penal Code for the State of California.

The only source of dividends that can be made is from earned surplus or out of net profits earned during the preceding accounting period which is not to be less than six months or more than one year. In this latter instance, such dividends can be declared despite the fact that the next assets of the corporation may be less than the stated capital unless there are liquidation preferences on some share, a problem which we do not have.

The fact that these funds, however, cannot be used for dividends does not prevent their use for proper corporate purposes, particularly the establishment of reserve accounts, and I see no reason why the funds cannot be used for reserve account needs or as you have indicated, by transfer within the capital accounts. However, these funds must be clearly designated in that the original stated capital must be set forth and the paid-in surplus must be also clearly identified. It cannot be shown as an earned surplus at any time. Actually, an earned surplus could occur if the payments of the resident exceed the budget requirement set forth at the beginning of the year.

The Board of Directors will have the power to take the necessary steps for transfer of capital funds so long as those steps are within the framework of the restrictions I have indicated."

(Oct 70)

Page 1 of 1

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL**Patronage RefundsI. Legal Basis

The Articles of Incorporation provide, under Article II for Mutuals 1 through 5, and Article III for Mutuals 6 through 16, that the Board of Directions may make refunds to stockholders as provided by the Bylaws and Occupancy Agreement. The Occupancy Agreement, under Article 3, provides that the corporation agrees that it will refund or credit to the member at the end of each fiscal year his proportionate share of such sums as have been collected in anticipation of expenses which are in excess of the amount needed for expense of all kinds, including reserves, in the discretion of the Board of Directors. The procedure recommended by FHA for such refund is stated in Section 2.

II. Refund Procedure

1. Mutual Boards should consider patronage refunds only at the close of a fiscal year.
2. A standard form of the resolution to be adopted by the Board is available for use.
3. The payment of any refund should be subject to two contingencies:
 - a. Completion of the audit, showing that the funds are available for payment.
 - b. The resolution, together with the statement of the auditors that the funds are available, should be submitted to FHA for approval prior to the payment of the refund.

III. Suggestions

Questions concerning the form to be used and the processing for FHA approval should be directed to the Executive Director.

Revised: 20 July 77

RESCIND

FIVE: 11-18-16

SIXTEEN: 02-07-17

(Jul 77)

MUTUAL OPERATIONS

RESCIND MUTUAL NINE

ACCOUNTING AND FISCAL

Impounds

Budget for impounds is based on advice from mortgagee, and equal monthly payments made to the mortgagee are based on the budget. The mortgagee makes disbursements to payee and advises Mutuals the amounts disbursed. Types of impounds are as follows:

a. Hazard Insurance

Fire and lightning, windstorm, hail, explosions, smoke, riot, aircraft and motor vehicles, vandalism and malicious mischief.

b. Tax Reserve

Assessments by county assessor's office based on parcel or loan area within Mutual.

c. Mortgage Insurance

Based on one-half of 1% unpaid principal balance at the beginning of each year.

RESCIND

FIVE: 11-18-16

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL**Billings to Mutuals

1. Billings to the Mutuals are generated by the Golden Rain Foundation. Any profit or loss is allocated back to the Mutuals at the year's end. There are basically three types of billings:

- A. SROs or service repair orders issued by the Service Maintenance Department for the Mutuals' maintenance needs and all community facility-related service costs.

Maintenance persons bill their work time to a corresponding area. Rates per hour charged by these departments are computed on a basis intended to recover wages, employer's taxes, depreciation of equipment, supplies, and other expenses. These rates are subject to periodic studies. Changes in rates result when increased costs exceed budgeted income.

- B. Administration, recreation, and maintenance of common areas and facilities not charged in item 1, warehouse facilities, property management, transportation, security, and shop repair, are billed to the Mutuals on a pro-rata basis according to the number of apartments. Each month, the Mutual receives a billing covering one-twelfth (1/12) of its budgeted expense.

- C. Billings for expenses paid by Golden Rain Foundation on behalf of the Mutuals and shared expenses:

- a. If it is a bill from an outside vendor specifying more than one Mutual, the Golden Rain Foundation pays it and bills the Mutuals.
- b. Shared expense, such as water charges and street lighting.

2. Mutuals are billed directly by outside vendors for their individual expenses.

Amended: Jul 87

Amended: Aug 00

Aug 00)

MUTUAL OPERATIONS**RESCIND MUTUAL NINE**

ACCOUNTING AND FISCAL

Investment Records

Records of investments, time certificates of deposit and bank pass books and/or reconciliations are available for inspection at any time by the Mutual Directors. Mutual Directors desiring general information should call the Mutual Accountant for an appointment. No appointment is necessary, of course, if an unannounced audit is made.

Reissued Jul 87

RESCIND

FIVE: 11-18-16

(Nov 16)

Page 1 of 1

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL****Cash Disbursements - Mutual Nine Only**

Cash disbursements are made from a checking account referred to as the General Account.

General Account

1. Outside Contractors and Services
2. Electricity and Lights
3. Trash Collection
4. Golden Rain Foundation (Paid by GRF and Invoiced to Mutuals)
 - a. Administration, Recreation, Physical Property
 - b. Service Maintenance (Service Repair Orders)
 - c. Water Charges
 - d. Rubbish Hauling
 - e. Street Lighting
 - f. Third Party Charges
5. Funding
 - a. Operating Reserve, if applicable
 - b. Appliance Replacement Reserve
 - c. Repair and Replacement Reserve (Infrastructure, Painting and Roofing)
 - d. Emergency Reserve, if applicable
6. Federal and State Income Taxes
7. Property Taxes
8. Refund to Residents Related to Monthly Fees, etc.
9. Extraordinary Expenses

Revised: 08/00, 08/06, 10-09-06

MUTUAL OPERATIONS

RESCIND MUTUAL NINE

ACCOUNTING AND FISCAL

Shareholders' Property Taxes – Mutual Nine Only

At the end of each calendar year, a letter will be sent to each shareholder informing them of the amount of property taxes paid during the year just ended.

MUTUAL ADOPTION

NINE: 01 Aug 88
 01 Aug 00
 25 Feb 02
 09 Feb 09

(Feb 09)

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL**Financial ReportsI. Monthly Reports

The Accounting Department, under the direction of the Golden Rain Foundation Controller, prepares and distributes monthly financial reports to each Mutual Director. These reports consist of a balance sheet, an operating statement, which compares income and expenses to budget, detailed balances of the various reserve accounts, reconciliations of bank accounts, and the statements of cash receipts and disbursements of both the agency and the general accounts.

2. Annual Financial Statement

The Controller's Department prepares and distributes a preliminary year-end statement. Any necessary adjustments to this statement are made on completion of the audit. A copy of the annual statement is sent to each Mutual Director.

3. Inquiries About Financial Statements

The Controller is very willing to answer all questions pertaining to either the monthly financial statements or the published annual financial statements. However, it should be realized that the Controller's schedule is heavy, and that the established regulatory procedure is to request an appointment through the Chief Financial Officer or Treasurer of each individual Mutual corporation.

Reissued Jul 87

(Jul 87)

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL****Accounts Receivable**

This position is responsible for maintaining tenant Accounts Receivable records, including Golden Rain Foundation annual dues, on a current basis. All inquiries regarding tenant delinquencies should be referred to this office.

RESCIND

FIVE: 11-18-16

SIXTEEN: 02-07-17

MUTUAL OPERATIONS

RESCIND MUTUAL NINE

ACCOUNTING AND FISCAL

Cashier Service

The position of Cashier has been established to facilitate all cash payments made by those members not maintaining a commercial (checking) account who wish to transact all their business on a cash basis.

RESCIND

SIXTEEN: 02-07-17

Finance Department Late Charges and Others Cost

MOTION:

RESOLVED, That according to Mutual _____ the Occupancy Agreement Article 23, Late Charges and Others Costs in Case of Default; that a late charge of \$10.00 or 10% whichever is greater for each month of delinquency, will be assessed to a delinquent shareholder, effective 2017-2018.

MUTUAL OPERATIONS**ACCOUNTING AND FISCAL****Income Items and Their Distribution – Mutual Nine Only**

Income is derived from the monthly apartment payments, plus other miscellaneous income received from laundry facilities, interest on reserves, inspection fees on apartment resales, late charges, and carport rentals.

The income is divided between impounds, reserves, Trust Administration Costs, and individual Mutual maintenance and operation expenses.

Revised: Sep 88
Revised: Aug 00
Revised: Feb 09

(Feb 09)

MUTUAL OPERATIONS**RESCIND MUTUAL NINE****ACCOUNTING AND FISCAL****Depreciation - Straight Line Method – Except Mutual Fourteen****RESOLUTION:**

WHEREAS, the official books of this Corporation are being kept using the Sinking Fund method of depreciation, and income tax returns are submitted using the Straight Line method of depreciation, and

WHEREAS, it is desirable to use the same method on the books as is used on the tax returns, and

WHEREAS, the Internal Revenue Service will not recognize the Sinking Fund method as a generally accepted method of depreciation and give their approval for its use on the income tax returns;

THEREFORE, BE IT RESOLVED, to adopt the Straight Line method of depreciation for the official books of this Corporation.

BE IT FURTHER RESOLVED, THAT this resolution will become effective only in the event that all other Seal Beach Mutuals adopt a similar resolution.

<u>MUTUAL</u>	<u>ADOPTION</u>	<u>RESCINDED</u>
ONE	03-27-75	
TWO	03-20-75	
THREE	03-17-75	
FOUR	04-07-75	
FIVE	06-18-75	
SIX	06-27-75	
SEVEN	03-21-75	
EIGHT	03-24-75	
NINE	03-10-75	
TEN	04-24-75	
ELEVEN	04-17-75	
TWELVE	03-13-75	
FOURTEEN	06-27-75	06-20-17
FIFTEEN	03-03-75	
SIXTEEN	06-18-75	

(Aug 17)

MUTUAL OPERATIONS

SHAREHOLDER/RESIDENT (Mutual 17) REGULATIONS

Unsanitary Premises and Fire Loading Conditions

The purpose of this policy is to protect the peaceful, healthy, and safe lifestyle to which each member is entitled by focusing on the prevention of fires, insect and rodent infestation, and unsanitary conditions within member's unit and patio.

Chapter 10 of the 1997 Uniform Housing Code, Section 1001.11, defines in part, hazardous or unsanitary premises as the accumulation of weeds, vegetation, junk, offal (decaying meat products), dead organic matter, debris, garbage, rat harborages, stagnant water, combustible materials, similar materials or conditions on the premises of the unit, or storage inside of the oven or on the stovetop or inside a microwave oven, which may constitute fire, health, or safety issues.

The Occupancy Agreement, Article 5, Premises to be Used for Residential Purposes Only, states in part: "The member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance in the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises."

Unsanitary Premises and Fire Loading Conditions – Unit – Patio & Carport

For purposes of this policy, unsanitary or rodent- and insect-inviting conditions or fire-loading conditions are described as the excessive acquisition and collection of large amounts of objects. Such collections of objects may include, but are not limited to: stacked paper goods, newspapers, books, magazines, mail, trash, stored cardboard boxes, plastic trash bags, food stuffs, cleaning aids, clothing and collectables, pet waste or unclean pet cages, and a lack of ingress and egress at windows and doors.

Additionally, members may not store within their unit, or on their patio, any large amounts of incendiary items such as grease, oil, gasoline, paint or paint thinner, or any other liquids or substances noted to be flammable, or any large amount of hobby materials. Working on hobbies in unit or patio will be permitted by the Mutual Directors on a case-by-case basis, considering the health, safety, welfare, and aesthetics of all residents affected. Also prohibited are construction materials to include but not limited to: stacked wood, siding, metal pieces, welding tools, or any items in support of conducting or practicing a business upon the premises, which is in direct opposition to the terms and protections set forth in this policy.

Unit Fire Inspections and Special Unit Inspections

Each unit will be inspected at the regular annual or bi-annual Mutual fire/safety inspection

(Apr 15)

MUTUAL OPERATIONS**SHAREHOLDER/RESIDENT (Mutual 17) REGULATIONS****Unsanitary Premises and Fire Loading Conditions**

conducted by the Physical Property Department or any special inspection as ordered by the Mutual Board of Directors, with a duly posted 72-hour notification to the member.

Any infractions will be indicated and the member informed by mail to cure the infraction within 32 days of the date of the letter. A follow-up inspection of the premises will be conducted to assure compliance.

The Occupancy Agreement, Article 5, Premises to be Used for Residential Purposes Only, states in part: "The member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance in the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises."

Source Guides: Mutual Occupancy Agreement, Article (5)
1997 Uniform Housing Code, Chapter 10 - Substandard Buildings: 1001.11

<u>MUTUAL ADOPTION</u>	<u>AMENDED</u>	<u>MUTUAL ADOPTION</u>	<u>AMENDED</u>
ONE:	04-23-15	NINE:	04-14-14
TWO:	05-15-14	TEN:	04-23-14
THREE:	04-11-14	ELEVEN:	06-22-14
FOUR:	04-14-15	TWELVE:	09-11-14
FIVE:	04-15-15	FOURTEEN:	04-15-14
SIX:	04-24-14	FIFTEEN:	03-17-14
SEVEN:	04-17-15	SIXTEEN:	04-18-14
EIGHT:	07-28-14	SEVENTEEN:	04-01-14

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****Inspection Fee, Inheriting Share of Stock – Except Mutual Three Six and Seventeen****RESOLUTION:**

WHEREAS it is determined that the Corporation will inspect all apartments when an inheritor of the share of stock desires to qualify as a resident of the Mutual Corporation and a member of the Golden Rain Foundation.

NOW BE IT RESOLVED that the Corporation will charge the inheritor a \$250 fee for the inspection process.

Mutual One Only, 2nd Sentence (Effective 09-22-16):

NOW BE IT RESOLVED that the Corporation will charge the inheritor a \$500 fee for the inspection process.

Mutual Nine Only (Effective 07-08-96):

BE IT FURTHER RESOLVED that the Corporation will charge successors to occupancy by any other means (except as covered by Regulation 7525) a fee of \$250 to help defray the costs of the inspection process.

MUTUAL ADOPTION**AMENDED****RESCIND**

ONE:	03-28-91	09-22-16	
TWO:	03-21-91		
THREE:	03-08-91		04-12-13 (See Policy 7545.1.3)
FOUR:	04-01-91		
FIVE:	03-28-91		
SIX:	03-26-91		01-27-17 (See Policy 7545.6)
SEVEN:	03-15-91		
EIGHT:	03-25-91		
NINE:	03-11-91	07-08-96	
TEN:	03-27-91		
ELEVEN:	03-21-91		
TWELVE:	03-15-91		
FOURTEEN:	03-22-91		
FIFTEEN:	03-18-91		
SIXTEEN:	03-18-91		

(Jan 17)

MUTUAL OPERATIONS

RESIDENT REGULATIONS

Satellite Dish Installation - Mutual Nine Only

If a shareholder wishes to have a satellite dish installed, the following must be adhered to:

1. A permit to install the satellite dish must be obtained from the Physical Property Department of the Golden Rain Foundation prior to having a satellite dish installed.
 - a. Shareholder shall assume financial responsibility in case the licensed company fails to comply with all provisions of the permit and all Foundation and Mutual policies, rules, and regulations, and agrees to return the Mutual property to its original condition or satisfactorily complete the installation.
2. The Mutual has the authority and authorization to remove the satellite dish at shareholder's expense if the installation does not comply with this policy or if the provisions of this policy are not met.
3. Satellite dishes shall be mounted on a pole at the front of the unit in accordance with specifications on file with the Physical Property Department. If a roof vent mounting is desired, it must meet specifications on file with the Physical Property Department and the shareholder must sign a copy of this policy 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 satellite dish and appurtenances caused by repair and/or maintenance work authorized by the Mutual on a pole- or roof vent-mounted satellite dish. Further, the shareholder shall remove and reinstall the satellite dish at their expense when deemed necessary by the Mutual for the purpose of repairs and/or maintenance work to the roof and/or vent, including reroofing operations. Roof vent mounts shall be a heavy duty model approved by the Mutual.
4. Any damage which may occur to the building and appurtenances or roof during and/or after installation of the satellite dish is the responsibility of the shareholder and any repairs shall be paid by the shareholder.
5. The satellite dish and appurtenances must be maintained in good condition. If the dish and appurtenances are not maintained in good condition by the shareholder, the satellite dish shall be removed at the shareholder's expense.
6. The satellite dish must be removed upon the sale or transfer of unit, at the shareholder's expense, unless the buyer/transferee signs a supplemental agreement accepting responsibility for the satellite dish and agrees to the provisions of this policy.

(Jul 07)

MUTUAL OPERATIONS

RESIDENT REGULATIONS

Satellite Dish Installation - Mutual Nine Only

MUTUAL ADOPTION

NINE: 09 July 07

I hereby acknowledge that I am aware of the provisions of this policy and agree to abide by them.

Shareholder's Name (please print) _____

Date of Signature _____ Apt. # _____

Shareholder's Signature _____

(Jul 07)

Mr. C's Towing
 10821 Bloomfield Street
 Los Alamitos, CA 90720
 (562) 594-9521

PRIVATE PROPERTY TOW SERVICES AGREEMENT

Agreement Date:

Effective Date:

Mutual Nine Corporation (Customer)

Mutual Nine (Property)

TYPE OF PRIVATE PROVERTY (Check One)

Residential Commercial Retail HOA/Common Interest Development

This agreement by and between Mr. C's Towing and Customer named above shall serve as authorization to service the Property named above in accordance with the requirements of California Vehicle Code Section 22658 (CVC 22658) "Removal From Private Property" upon the specific written authorization of Customer, except for Section 22658 (I) (1) (E), for which this agreement may serve as the general authorization.

Mr. C's Towing agrees to respond to the Property within a reasonable period of time when requested by Customer for the purposes of removing any vehicles that are not in compliance with the property or business regulations as determined by Customer and communicated to Mr. C's Towing in the written authorization provided by Customer under CVC 22658(I).

Mr. C's Towing will, as prescribed by law, promptly report all impounded vehicles to the appropriate law enforcement agency and will perform all operations within the guidelines set forth in CVC 22658.

Mr. C's Towing agrees that their employees will act and conduct themselves in a professional workmanlike manner on and off the above Property. This agreement is for a period of one (1) year commencing on the Effective Date noted above and shall automatically renew annually unless terminated in writing upon 30 days written notice by either party.

Accepted:

Customer: Mutual Nine Corporation	Mr. C's Towing
Signed: <i>Debra Schnauffer</i>	Signed: <i>Cote Dahlstrom</i>
Print Name: Debra Schnauffer	Print Name: Cote Dahlstrom
Title: Mutual Nine Board President	Title: <i>Assoc Manager</i>
Date: 7-11-2016	Date: 9/30/16

PRIVATE PROPERTY TOW SERVICES AGREEMENT

ACCOUNT INFORMATION FORM:

Original Updated _____

Property/Complex Name: Mutual Nine Corporation			
Property Address: 13531 St. Andrews Drive			
City: Seal Beach, CA		Zip: 90740	
TG Map Grid:		Cross Streets:	
Mailing Address (if different than above): P.O. Box 2069 Seal Beach, CA 90740			
Property Management Company <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, Name, Address & Phone: Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740			
Manager Name	Asst Manager Name	On-Site Contact Name	
Executive Director	Mutual Administration Manager	Security Chief	
Phone: 562-431-6586	Phone: 562-431-6586	Phone: 562-431-6586	
Fax:	Fax:	Fax:	
Email:	Email:	Email:	
Security Company <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, Name, Address & Phone: Internal Department of Property Management Company (562) 431-6586 Ext# 377			
Persons Authorized To Sign for Vehicle Removals	1	Two Board Directors	Title: President
	2	must be present	Title: Vice-President
	3		Title: CFO
	4		Title Secretary
	5		Title: Director

Please Check Appropriate Boxes:

<input checked="" type="checkbox"/> Fire Lane Removals	<input type="checkbox"/> Visitor Only Parking	<input checked="" type="checkbox"/> Posted "Tow-Away Zone"
<input checked="" type="checkbox"/> Ingress/Egress Interference	<input type="checkbox"/> Mgr Only Parking	<input type="checkbox"/> GRF Policy 1920
<input checked="" type="checkbox"/> Within 15' of Fire Hydrant	<input checked="" type="checkbox"/> Expired Tags	<input checked="" type="checkbox"/> GRF Policy 7502.9
<input type="checkbox"/> Parking Permits	<input checked="" type="checkbox"/> No Street Parking	<input checked="" type="checkbox"/> Carport Policy
<input checked="" type="checkbox"/> Handicap Parking	<input type="checkbox"/> Tenants authorized to tow	
<input checked="" type="checkbox"/> Blocking Garages	<input type="checkbox"/> Time Limit Parking	<input type="checkbox"/>
<input checked="" type="checkbox"/> Blocking Dumpster	<input checked="" type="checkbox"/> Proof of residence required – Describe:	
<input type="checkbox"/> Double Parked		

Local Rate Jurisdiction:	
Tow Rate:	\$185
Storage Rate / Day:	\$55
Other:	Gate Fee: \$92.50 Drop Fee: \$60

NEW BUSINESS (continued)

The Board members discussed adopting Policy 7403.G – Skylights & Sola Tubes. It was the consensus of the Board to postpone for further research.

Following a discussion, and upon a MOTION duly made by President Schnauffer and seconded by CFO Woelfel, it was

RESOLVED, To approve Mr. C's Towing Agreement
for Mutual Nine.

The MOTION passed.

It was the consensus of the Board members to postpone action on Policy 7582 – Towing Vehicles until the next Board Meeting.

President Schnauffer discussed the monthly agenda meeting and the new format of the minutes. It was the consensus of the Board members to postpone action until the next Board Meeting.

President Schnauffer discussed releasing Board contact information. Upon a MOTION duly made by President Schnauffer to release Board contact information, the motion failed for lack of a second.

SHAREHOLDER COMMENTS

Several shareholders made comments.



PRIVATE PROPERTY TOW SERVICES AGREEMENT

AGREEMENT DATE:		EFFECTIVE DATE:	
CUSTOMER:	Mutual Nine Corporation		
PROPERTY:	Mutual Nine		
TYPE OF PROPERTY:	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Retail
	<input type="checkbox"/> HOA		

This agreement by and between the Towing Company (named below) and Customer (named above) shall serve as authorization to serve the Property named above in accordance with the requirements of California Vehicle Code Section 22658 (CVC 22658) "Removal From Private Property" upon the specific written authorization of Customer, except for Section 22658(1)(1)(E), for which this agreement may serve as the general authorization.

The Towing Company agrees to respond to the Property within a reasonable period of time when requested by Customer for the purposes of removing any vehicle(s) that are not in compliance with the property or business regulations as determined by Customer and communicated to the Towing Company in the written authorization provided by Customer under CVC 22658(1).

The Towing Company will, as prescribed by law, promptly report all impounded vehicles to the appropriate law enforcement agency and will perform all operations within the guidelines set forth in CVC 22658.

The Towing Company agrees that their employees will act and conduct themselves in a professional, workman-like manner on and off the above Property. This agreement is for a period of one (1) year commencing on the Effective Date noted above and shall automatically renew annually, unless terminated in writing upon 30-days written notice by either party.

ACCEPTED

Customer:	Mutual Nine Corporation	Tow Company:	Mr. C's Towing
Signed:		Signed:	
Print Name:	Debra Schnauffer	Print Name:	
Title:	Mutual Nine Board President	Title:	
Date:		Date:	

ACCOUNT INFORMATION

Original Updated _____

Property/Complex Name:	Mutual Nine Corporation	
Property Address:	13531 St. Andrews Drive	
City/Zip:	Seal Beach/ 90740	
Cross Streets:		
Mailing Address:	PO Box 2069, Seal Beach, CA 90740	
Property Management Co.	X Yes <input type="checkbox"/> No	
If Yes, Name, Address & Phone:	Golden Rain Foundation, PO Box 2069, Seal Beach, CA 90740 (562) 431-6586, Ext. 377	
MANAGER	ASSISTANT MANAGER	ON-SITE CONTACT
Executive Director	Mutual Administration Manager	Security Services Director
Phone: 562-431-6586	Phone: 562-431-6586	Phone: 562-594-4754
Fax: 714-851-1251	Fax: 714-851-1253	Fax: 562-431-8206
Security Company:	X Yes <input type="checkbox"/> No	
If Yes, Name, Address & Phone:	Internal Department of Property Management Company (562) 431-6586, Ext. 377	
Persons Authorized to Sign for Vehicle Removals (Two Board Members Must be Present)	1.	Title: President
	2.	Title: Vice President
	3.	Title: CFO
	4.	Title: Secretary
	5.	Title: Director at Large
PLEASE CHECK APPROPRIATE BOXES		
<input checked="" type="checkbox"/> Fire Lane Removals	<input type="checkbox"/> Visitor Only Parking	<input checked="" type="checkbox"/> Posted "Tow-Away Zone"
<input checked="" type="checkbox"/> Ingress/Egress Interference	<input type="checkbox"/> Manager Parking Only	<input type="checkbox"/> Parking Permits
<input checked="" type="checkbox"/> Within 15' of Fire Hydrant	<input checked="" type="checkbox"/> Expired Tags	<input checked="" type="checkbox"/> Handicap Parking
<input type="checkbox"/> No Street Parking	<input type="checkbox"/> Tenants authorized to tow	<input checked="" type="checkbox"/> Blocking Carports
<input type="checkbox"/> Time Limit Parking	<input checked="" type="checkbox"/> Blocking Dumpster	<input type="checkbox"/> Double Parked
X Violation of Mutual Nine Policies on Mutual Nine Property, when directed by authorized Board Member; Policy 7582.09 and Policy 7502.9		
X Proof of residence required. Describe: Carport spaces assigned and vehicle is to display decal of registration with Security. Non-resident parking by permission of Mutual Nine on a case-by-case basis.		
Local Rate Jurisdiction:		
Tow Rate:	\$195.00	
Storage Rate/Day:	\$62.00	
Other:	Gate Fee: \$97.50 Drop Fee: \$97.50	

PRIVATE PROPERTY TOW SERVICES AGREEMENT