

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL NINE**  
**ADMINISTRATION BUILDING CONFERENCE ROOM**  
**September 11, 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. Dodero, GRF Representative  
Ms. Hopkins, Mutual Administration Director  
Mr. Van Horn, Building Inspector

APPROVAL OF MINUTES: **Regular Meeting August 14, 2017**  
**Special Meeting of July 26, 2017 (page 3)**  
**Special Meeting of August 23, 2017 (page 4)**

BUILDING INSPECTOR'S REPORT (pages 5-6)	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 –	

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

**NEW BUSINESS –**

- |   |                 |
|---|-----------------|
| a. Discuss Policy 7402.09 – <u>Working Hours - Contractors</u> and rescind Policy 7402 – <u>Working Hours – Contractors (pages 7-8)</u> | Mrs. Schnauffer |
| b. Discuss Mutual Nine discontinuing Emergency Awareness Program  | Mrs. Schnauffer |
| c. Discuss Mutual Nine discontinuing paying for any CERT or safety training   | Mrs. Schnauffer |
| d. Discuss Mutual Nine discontinuing the Building Captain Program   | Mrs. Schnauffer |
| e. Discuss Policy 7335.9 – <u>Cash Disbursements (page 9)</u>   | Mrs. Schnauffer |
| f. Discuss Policy 7403.G.9 – <u>Skylights &amp; Sola Tubes (pages 10-14)</u>  | Mrs. Schnauffer |
| g. Discuss Policy 7407.9 – <u>Washers &amp; Dryers in Units (pages 15-17)</u>   | Mrs. Schnauffer |
| h. Discuss Policy 7501.9 – <u>Pet Ownership Policy (pages 18-30)</u>  | Mrs. Schnauffer |

- |   |                 |
|---|-----------------|
| i. Discuss Policy 7505.9 – <u>Maintenance Responsibility (page 31)</u>            | Mrs. Schnauffer |
| j. Discuss Policy 7508.9 – <u>Estate Sales (pages 32-36)</u>                      | Mrs. Schnauffer |
| k. Discuss Policy 7622.9 – <u>Replacement Reserve (pages 37-38)</u>               | Mrs. Schnauffer |
| l. Discuss Policy 7701.9 – <u>Personal Property/Liability Insurance (page 39)</u> | Mrs. Schnauffer |
| m. Discuss Policy 7415.9 – <u>Patio and Porch Area Regulations (pages 40-44)</u>  | Mrs. Schnauffer |

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, October 16, 2017, at 9:30 a.m.  
Administration Building Conference Room A**

cd:9/06/17

MINUTES FROM THE JULY 26<sup>th</sup> WORKSHOP AGENDA FOR MUTUAL NINE

Minute begin at 09:30 AM

Directors present , Debra Schnauffer, Bob Croft, Paula McC own, Pam Turner and Marge Dodero

OLD BUSINESS

Parking signage for carport area discussed, curb painting discussed, reserve study, emergency awareness and hard wired Stove tops discussed. Landscaping not discussed because chairman, Mr. Michlin unable to attend.

NEW BUSINESS

Mutual Pot Luck canceled because of possible confusion with Bob Waltz's scheduled Labor day party. Marge Dodero and Beth Mayer will plan another pot luck later in the year. Discussed general population reading the minutes and policy changes posted.

Discussed rescinding polices and signage for the laundry rooms

Discussed newspaper golf cart parking in 115 carport.

Discussed resolutions on website and progress on policy updates.

Bob Croft noted that city of Seal Beach are not allowing garbage disposals in new or remodeled homes, consideration for our policies because of older sewage lines. Suggestion that total 'gut' remodeled homes who have new water heaters installed would become the responsibility of shareholder rather than Mutual Nine.

Mrs. Schnauffer distributed policy 7509 to read.

4 shareholders were present and offered comments.

Marge Dodero left meeting at 10:56 AM / Share holder comments  
meeting adjourned at 11:05am by President Schnauffer

Marge Dodero

*Marge Dodero*  
Secretary

MINUTES FROM WORKSHOP AGENDA MEETING..MUTUAL NIE

AUGUST 23, 2017

Meeting called to order at 9:30 AM

Roll call

Present Mrs. Schnauffer, Mr. Crown, Ms. Dodero, Mr. Croft, Ms. Turner. Mr. W. Michlin arrived at 9:42 AM and Ms. Mayer was absent.

Ms. Schnauffer headed a general discussion re: the outcome of the fire inspections. It was noted that Ms. Turner was compiling a spreadsheet of the findings and would note the items that needed rechecking.

Mr. Croft discussed some of the items he was reviewing re: policy reviews.

Ms. McCown gave an update on painting schedule for buildings. She noted that several false notices have been given to some people. She assured us that she and the painters and contractors for the piping replacement are on the same schedule. She said she would personally tape notices on the doors of the buildings scheduled to be worked on and to call her to confirm or deny any other notices that were passed out.

It was noted that policy 7545.1 needed more information before a decision could be reached.

Ms Dodero gave her opinion of 'flipping units' based on original history of Leisure World. Other directors felt the time has changed and legally there is no basis to forbid the activity.

Ms. Dodero noted that many of the other mutuals have voted to not have hard copy of their minutes placed in other mutual boxes and questioned how we feel about the practice. It was discussed and the majority felt it was interesting to see how other mutuals resolved some of their situations. Ms. Schnauffer said that at the president's counsel she had heard other mutuals comment that their business is just that, their business and not open to other mutuals. Mr. Michlin requested to not have any more minutes from other mutuals given to him. Everyone else wanted the minutes that are shared to be given to them.

Topics for September Board Meeting was discussed.

Three shareholders were present and their comments were noted by the board.

Mr. W. Michlin left at 10:40 AM and Mr. Croft left at 10:48 AM.

Meeting was adjourned at 10:50 AM

  
Marjorie Dodero

Secretary...Mutual Nine

## INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (09) NINE

INSPECTOR: Dave Van Horn

MUTUAL BOARD MEETING DATE: SEPTEMBER 11'2017

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	SIGNED OFF	NELSON 8/29/2017
211 H	DEN SLIDER	BOTH	11/15/16	12/28/16	YES	SIGNED OFF	L.W. DÉCOF SIGNED 8/31/17
236 F	FLOORING, COUNTERTOPS	BOTH	04/02/17	06/30/17	NO	SIGNED OFF	LW DÉCOR 8/29/17
233 F	COMPLETE REMODEL	BOTH	06/13/17	10/17/17	NO	FRAME/ELEC/LATH	OGAN 8/31/17
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	SIGNED OFF	BERGKVIST 8/31/2017
220 L	DISHWASHER	BOTH	07/10/17	10/17/17	NO	NA	OGAN
223 H	HEATPUMP	BOTH	06/30/17	07/30/17	NO	SIGNED OFF	THOMAS INC 8/16/17
222 A	COMPLETE REMODEL	BOTH	07/01/17	01/30/18	NO	FOOTING	K&K 8/15/2017
221 G	HEATPUMP	BOTH	07/31/17	10/31/17	NO	NA	GREENWOOD
235 C	HEATPUMP	BOTH	07/28/17	10/02/17	NO	SIGNED OFF	ALPINE 9/1/2017

ESCROW ACTIVITY							
UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
215 F			07/28/17	08/07/17	08/17/17		
213 D		07/20/17					
219 J		07/14/17	09/05/17	09/05/17	09/19/17		
220 G			08/31/17	09/05/17	09/19/17		
213 L			08/17/17	08/28/17	09/11/17		
232 L				08/15/17	08/25/17		
206 L		08/22/17					

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

<b>CONTRACTS</b>	
<b>CONTRACTOR</b>	<b>PROJECT</b>
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

<b>SITE VISITS</b>	
<b>UNIT NUMBER</b>	<b>REASONS</b>
234 A, REGARDING PATIO SLAB & SMOKE ALARMS	
218 J, CHECKED KITCHEN FLOORS FOR WATER	DAMAGE
208-209 OPEN & CLOSE DOORS (REPIPE)	8/22/17 OPEN & CLOSE DOORS FOR TOUCH UP PAINT 208-209

## MUTUAL OPERATIONS

### PHYSICAL PROPERTY

#### Working Hours--Contractors and Shareholder

Contractors, Shareholders, or agents of the shareholder that are performing work in Mutual 9 will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No Contractor, Shareholder, family member, friend or agent of the shareholder will be permitted to operate power tools after 5:00 p.m. weekdays or on Saturdays, Sundays or Holidays.

This includes interior or exterior remodeling, patio and or porch remodeling or installation, installing a carport cabinet, installing or removal of flooring, installing a golf cart pad, installing or removing a satellite dish or antenna, installing or removing equipment and/or appliances associated with a unit in Mutual 9.

DRAFT

**MUTUAL OPERATIONS**

**RESCIND MUTUAL NINE**

**PHYSICAL PROPERTY**

**Working Hours – Contractors - All Mutuals Except 01, 05, 12, 14, and 15**

THAT NOTWITHSTANDING previous action by the Board, it is hereby resolved that contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday;

**Mutual No. 7 Only (Effective 11-21-00) Replaces Above Paragraph**

THAT contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday;

FURTHER, contractors shall be allowed to work on Saturdays on projects not requiring inspection by the GRF Physical Property Department and as agreed upon by the Mutual and Physical Property Supervisor;

FURTHER, contractors are not allowed to work on Sundays and holidays.

**Mutual No. 17 Only (Effective 05-05-87)**

FURTHER, construction work or repair work for units will not be done in the hallways of Mutual buildings. Workmen are to clean up after themselves.

**MUTUAL ADOPTION/AMENDMENTS    MUTUAL ADOPTION/AMENDMENTS**

ONE	See Policy 7402.1	NINE	04-13-87
TWO	04-16-87	TEN	04-22-87
THREE	04-10-87	ELEVEN	04-16-87
FOUR	05-04-87 See 7402.05	TWELVE	See Policy 7402.1
FIVE	04-15-87(See Policy 7402.5)	FOURTEEN	See Policy 7502.14
SIX	04-24-87	FIFTEEN	See Policy 7502.15
SEVEN	04-17-87, 11-21-00	SIXTEEN	04-20-87
EIGHT	04-26-87	SEVENTEEN	05-05-98 (see also 7402.17)

(Feb 17)



**MUTUAL OPERATIONS****ADOPT DRAFT POLICY****ACCOUNTING AND FISCAL****Cash Disbursements - Mutual Nine**

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. Contingency Operating Fund, if applicable
6. Federal and State Income Taxes
7. Property Taxes
8. Refund to Residents Related to Monthly Fees, etc.
9. Extraordinary Expenses

**MUTUAL ADOPTION**

NINE:

MUTUAL OPERATIONS

## ADOPTION DRAFT POLICY

## PHYSICAL PROPERTY

Skylights & Sola Tubes – Mutual Nine

Maintenance of the roofs of residential buildings is defined by Article 11 of the Occupancy Agreement which states that maintenance of the roofs is the responsibility of the Mutual. Skylights may be installed through a contract between the resident **shareholder** and a contractor under inspection of the Physical Property Department. The responsibility for maintenance of skylight installations requires definition and agreement.

The diagram shows a typical skylight installation, consisting of a dome to admit light **and/or air**, a wood shaft that extends from the dome down to the interior ceiling in the room, wood curbing for mounting the dome and ~~steel flashing~~ **galvanized sheet metal** to make the installation watertight.

Responsibilities are as follows:

During the warranty period, the contractor is responsible for the entire skylight installation. After the warranty period, the following responsibilities apply:

- a) Mutual: The Mutual is responsible for the ~~curbing and flashing~~ since this will normally be changed when the building is re-roofed.
- b) Resident **Shareholder**: The resident **shareholder** is responsible for the skylight dome, the skylight operating mechanism, the shaft (including painting), ~~and~~ the ceiling grid **(See Diagram 1), and the curb.**

Mutual Nine has defined the following specifications with regard to skylight installations:

- 1) The skylight curbing shall consist of 2" x 6" framing with a minimum 4" rise above **the** roof sheathing **and flashing (See Diagram 2).**
- 2) All flashing material shall be at least 26-gauge and consist of galvanized sheet metal.
- 3) The top flashing shall consist of a 4" x 14" saddle **as per diagram 2, top view.**
- 4) Flashing on the sides shall be 4" x 6" and stepped to match the layers of shingles.
- 5) The bottom flashing shall be a minimum of 4" x 6".

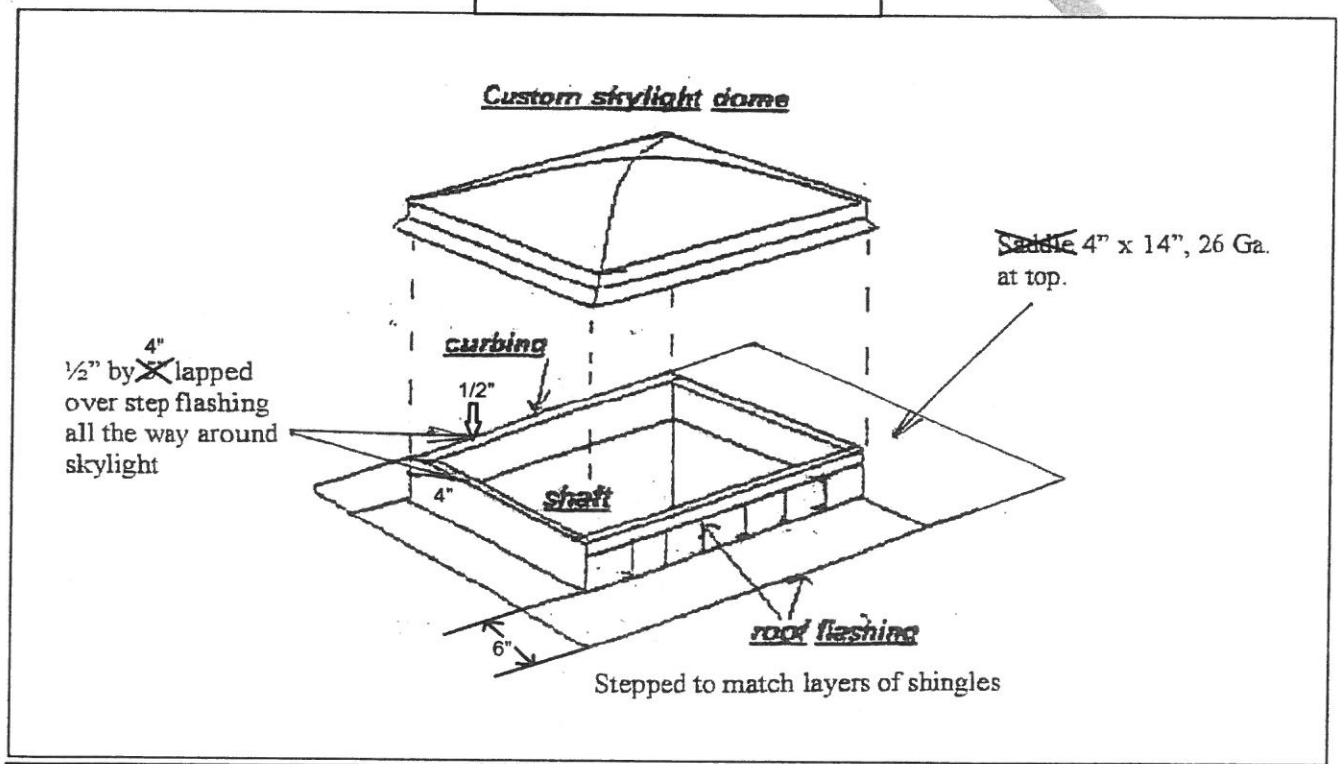
MUTUAL OPERATIONS

## ADOPTION DRAFT POLICY

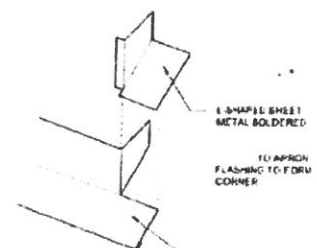
## PHYSICAL PROPERTY

Skylights & Sola Tubes – Mutual Nine

- 6) One-half-inch x 5" 4" flashing shall be placed on top of the curb, lapped over step flashing, all the way around the skylight.
- 7) Only curb-mounted skylights shall be allowed in the Mutual. Self-flashing skylights are prohibited.
- 8) Sola Tubes shall be installed in accordance with manufacture specification and responsibility of domes and shaft is the shareholder.

Diagram 1

## Bottom



(Draft created on 09-30-16 jl)

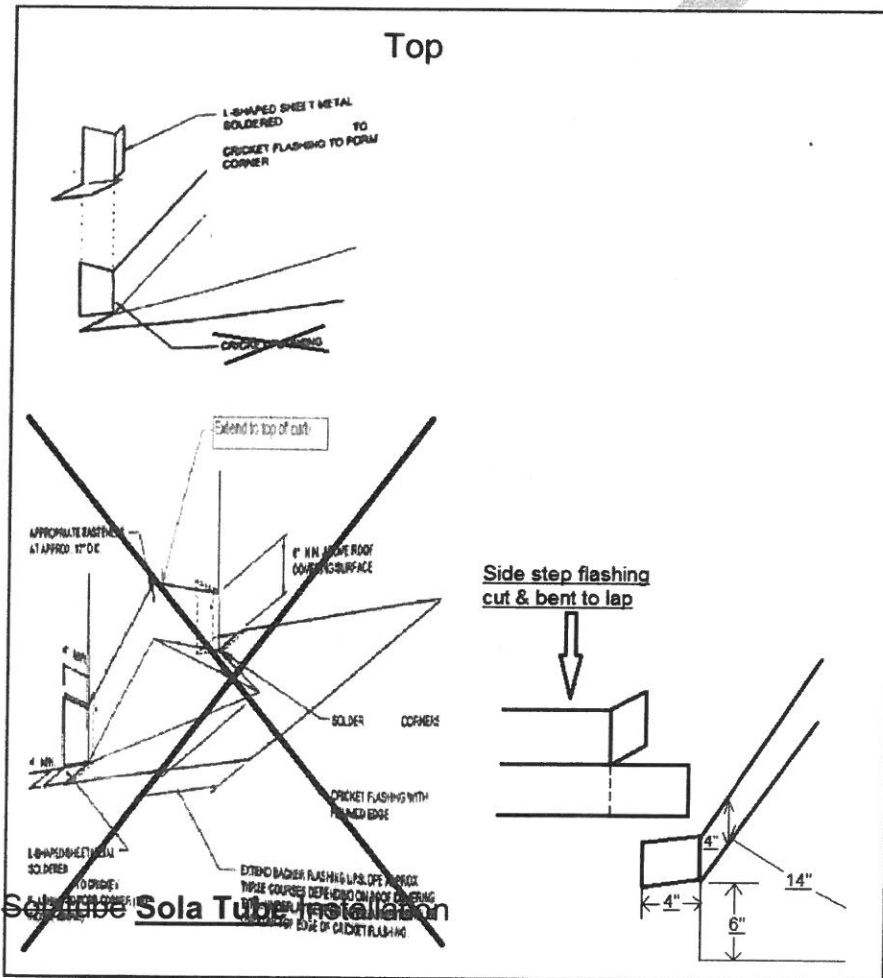
MUTUAL OPERATIONS

**ADOPTION DRAFT POLICY**

**PHYSICAL PROPERTY**

Skylights & Sola Tubes – Mutual Nine

**Diagram 2**



(Draft created on 09-30-16 jl)

**MUTUAL OPERATIONS****ADOPTION DRAFT POLICY****PHYSICAL PROPERTY****Skylights & Sola Tubes – Mutual Nine**

- 1) All Solatube **Sola tube** installations require a permit from the City of Seal Beach and the Physical Property of the Golden Rain Foundation, and all Solatubes **Sola tubes** shall be installed using the manufacturer's specifications and conform to all applicable building codes.

During the warranty period, the contractor is responsible for the entire Solatube **Sola tube** installation. After the warranty period, the resident shareholder is responsible for the Solatube **Sola tube** and all related flashing. In the event of a roof leak as a result of the Solatube **Sola tube** installation, the resident shareholder shall be responsible for all associated costs to repair and maintain the system, including labor and material costs, if Service Maintenance is called to cover the problematic area.

- 2) Preventative maintenance: Each year at the time of fire inspections, the Physical Property Inspector shall identify and provide Service Maintenance with a list of units that have Solatubes **Sola tubes**. Each Solatube **Sola tube** will be checked and maintained by Service Maintenance **or other**, at the expense of the resident **shareholder**.
- 3) All fasteners at the roof flashing shall be self-sealing screws by use of a rubber grommet and shall have roof mastic **sealant** applied over the top of the fastener.

**Skylights in Permanent Roof Extension****RESOLUTION**

**THAT Mutual Nine authorizes the Physical Property Department to issue permits for the installation of skylights in patio permanent roof extensions, as approved by HUD Physical Property and according to the following Mutual specifications:**

1. **Size**
  - a. **32" x 64"**
2. **Number**
  - a. **One only per apartment**
  - b. **Two per apartment**

MUTUAL OPERATIONS

**ADOPTION DRAFT POLICY**

**PHYSICAL PROPERTY**

Skylights & Sola Tubes – Mutual Nine

- c. Three per apartment

**3. Location**

- a. Over entry way
- b. Over front patio
  - 1. In front of bedroom
  - 2. In front of living room

**4. Position**

- a. Thirty inches in front from of building stucco wall
- b. Long side of skylight parallel with rafters
- c. Long side of skylight across the rafters
  - 1. Middle rafter may be cut and headered in

(The number and location of skylights vary in each Mutual; please refer to the Mutual minutes that corresponds to the adoption dates listed below).

**INSIDE & PATIO  
MAXIMUM NO.  
OF SKYLIGHTS**

5

**MUTUAL ADOPTION**

**AMENDMENT(S)**

**NINE: \*date after 30 day posting\***

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Washers and Dryers in Units**

A washer and dryer in a shareholder's unit of any make or model, whether side by side or stackable, shall be cleaned on a two-year basis; i.e., to have all dryer vent areas thoroughly cleaned and free of lint for clear passage of air flow from inception of machine to roof top areas. A sticker with the date of cleaning must be affixed to the cleanout cover every time a cleaning is performed.

In addition, all washing machine hoses and fittings must be checked for any leakage and replaced, as needed. In all close of escrow and changes of stock, all fittings must be inspected.

Further, during the fire inspections, the Physical Property Inspector(s) will compile a list of all units containing a washer and dryer. Shareholders who have a washer and dryer shall have the washer and dryer cleaned and any hoses replaced, as needed.

**When shareholder installs a washer and dryer whether side-by-side or stackable, a FloodStop FS3/4NTP valve alarm system must be installed. When installing a dryer, the dryer vent cap must be a "Versa Cap" Model 3050 or equal.**

The ~~resident~~ shareholder assumes full responsibility for any damage incurred as a result of a personal washer and/or dryer in the unit **and will carry Home Owner's Liability Insurance HO6 to coverage damage.**

When shareholder replaces the hot water heater with a non-standard Mutual unit, a FloodStop FS3/4NTP valve alarm system must be installed **plus a Smitty Pan and 2 water sensors. The Shareholder will carry Home Owner's Liability Insurance HO6 to coverage damage.**

~~When shareholder installs a washer and dryer whether side-by-side or stackable, a FloodStop FS3/4NTP valve alarm system must be installed.~~

~~When installing a dryer, the dryer vent cap must be a "Versa Cap" Model 3050 or equal.~~

(Oct 15)

**MUTUAL OPERATIONS**

**PHYSICAL PROPERTY**

**Washers and Dryers in Units**

**MUTUAL ADOPTION**

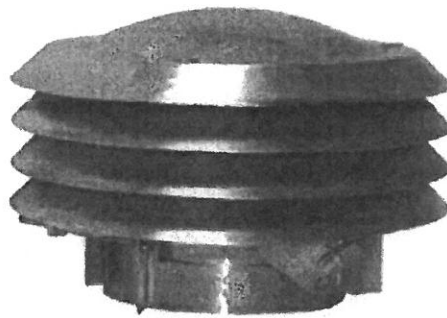
NINE: 07-09-07

**AMENDMENTS**

10-14-13, 10-12-15

(Oct 15)



**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Washers and Dryers in Units****Versa Caps**

6031000000000

**Description**

Adjustable aluminum versa cap, adjustable throat range 4-7/8"-7", non clogging positive draft design, recommended for chimney, flue or hot stack installation, clamp fitting that's adjustable for all standard sizes, ul listed in aluminum models.

**Specifications**

- **Product Weight (pounds):** 1.0
- **Package dimensions (inches)**
- Length: 1.58
- Width: 1.51
- Height: 1.27

(Oct 15)

Page 3 of 3

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only****ARTICLE I - RULES AND REGULATIONS**

- A. The Mutual Corporation hereby establishes reasonable rules and regulations for pet ownership within the corporation.
- B. **Definition of Pet:** A State law defines a "pet" as *"any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the association and the homeowner."*
1. All members of the reptile, arachnid and monkey families, as well as any raucous-voiced birds, are prohibited. It is the intent of this policy that all living creatures, except human beings and except those listed above under definition of a pet, are prohibited.
  2. At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.
- C. **Definition of Rules for Pet Ownership:** Similar rules have been enacted pursuant to law by the Federal Government and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet, and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation. Those rules are as follows:
- (1) **Number of Pets:** The number of quadruped pets per apartment shall be restricted to one. The number of birds per apartment shall be restricted to two.
  - (2) **Breed and Weight:** The breed of the pet shall be of such nature that its weight is not expected to exceed twenty-five (25) pounds at time of full maturity.
  - (3) **Prohibited Areas for Pets:** Pets are prohibited from common area facilities, such as clubhouse facilities, library, Golf course, health care center, Amphitheater, swimming pool area, Administration Building, lobbies and laundry rooms.

(Sept 08)

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

- (a) **Leash Rule:** In all other permitted areas, the pet must be on a leash not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult.
- (b) **Poop Scoop:** While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
- (c) **City of Seal Beach Fine for Failure to Remove Pet Waste:** In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a City fine of \$25.
- ~~(d) **Mutual Nine Pets Only:** Resident pet owners who reside outside of Mutual Nine may not walk their pet on the lawns or grounds of Mutual Nine.~~
- (4) **Pet Waste and Mutual Fine for Failure to Remove Pet Waste:** The **Shareholder** resident pet owner shall immediately, and forthwith, remove any pet waste deposited by the pet in all common areas where said pet is permitted. The Mutual Corporation will impose a fine, per occurrence, on any resident **shareholder** pet owner who fails to immediately remove any such pet waste deposited by their pet. **Per policy 7585.09 Governing Documents Compliance Corrective Measures and Monetary Penalties.**  
**Notice of Violation: Warning or monetary penalty. First notice will be 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.**
- ~~(1) The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.~~
- ~~(2) The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.~~
- (5) **Pet Noise and Odors:** Resident **Shareholder** pet owners are required to control

(Sept 08)

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

noise and odor caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.

- (6) **Spaying and Neutering:** All quadruped pets brought into the Mutual by a resident shareholder pet owner shall have been spayed or neutered.
- (7) **Unattended Pets:** No quadruped pet may be left unattended in any dwelling area for more than four (4) hours. Pets must be under the resident shareholder pet owner's control in an apartment so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers, service providers or employees requiring access to an apartment where there are pets.
- (8) **Pet Sitting for a Registered Pet:** ~~Resident-~~ Shareholder pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is temporarily being housed inside the apartment.
- (9) **Inoculations:** All quadruped pets living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws,
- (10) **Licensing with the City of Seal Beach:** All quadruped pets shall be licensed by the City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and regulations.
- (11) **Mutual Registration Tag:** All properly registered pets (cats and dogs) shall also be required to wear a bright-colored Mutual tag on their collar along with the license tag, thereby showing proof of registration with GRF.
- (12) **Non Leisure World-Registered Pets:** Pets not owned by a resident shareholder shall not be brought upon the premises of the Mutual Corporation. Residents Shareholders may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit.
- (13) **Sanitary Standards/Pet Waste:** It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet

(Sept 08)

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

waste.

- (14) **Litter Boxes:** Resident **Shareholder** pet owners owning a cat, or another pet using a litter box, are required to remove pet waste at least every three days and to change the kitty litter at least every two weeks. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. **Do not** flush kitty litter down the toilet, as this will cause a sewer blockage.
- (15) **Social, Etc. Animals:** Residents **Shareholders** who require a social, companion or emotional support animal shall comply with Article II.
- (16) **Liability Insurance:** Resident **Shareholders** pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in an amount sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.
- (17) **Pet Ownership Decal:** Resident **Shareholder** pet owners must display a pet ownership decal in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an apartment where there are pets.
- (18) **Pest Control Treatment:** Resident **Shareholder** pet owners, upon the sale of their apartment, shall have the apartment treated professionally by a licensed pest control company prior to the close of escrow, at the owner's expense.
- (19) **Removal of Pet in Emergency Situation and Right of Entry:** In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World, and/or their guests. Subject to execution of an agreement by the resident **shareholder** pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident **shareholder** pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident **shareholder** pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days. Resident **Shareholder** pet owner agrees to pay the cost and expenses related to such action.

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**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

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

**ARTICLE II - REGISTRATION OF QUADRUPED PETS**

- A. **Registration of Pet:** All ~~residents~~ shareholder bringing quadruped pets onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation Stock Transfer Office. The pet must be registered before it is brought onto the Mutual premises. Further, the pet registration information and licensing must be updated on or before December 31 of each year. The Mutual/GRF Pet Ownership Registration Form will include or be accompanied by:
- (1) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the quadruped pet has received all inoculations required by applicable state, and local laws.

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**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

- (2) Information sufficient to identify the pet, and to demonstrate that it is a common household pet.
- (3) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
- (4) The resident **shareholder** pet owner shall sign a statement on said Pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident ~~shareholder~~ pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is not a compliance with the rules and registration requirements. The resident **shareholder** pet owner shall acknowledge that failure to comply with the rules and registration shall be grounds for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation, and continued violations may cause termination of the resident **shareholder** pet owner's residency.
- (5) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent, and the amount of coverage procured shall be indicated on the Pet Ownership Registration Form. Resident ~~Shareholder~~ pet owners shall bring a copy of their insurance policy into the Stock Transfer Office and have a copy made of the cover and declaration pages, which will then be placed in the pet occupancy file. Coverage requirements are outlined in Article 1, Section C, paragraph (16) of this policy.

**ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY**

~~A. **Written Notice of Violation:** In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident **shareholder** pet owner.~~

- ~~(1) Serve a written notice of pet rule violation on the resident **shareholder** pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident **shareholder** pet owner has ten (10) days from the effective date of service of the notice to:~~

- ~~(a) Correct the violation (including, in appropriate circumstances, removal of the~~

(Sept 08)

**MUTUAL OPERATIONS**

**RESIDENT REGULATIONS**

**Pet Ownership Policy - Mutual Nine Only**

pet).

(b) ~~Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.~~

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

**A. Policy 7585.09 GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND MONETARY PENALTIES.**

**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.**

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

**ARTICLE IV - SERVICE ANIMALS**

**Certified Service Animal:** The above rules and regulations set forth above in Articles I, II and III concerning pets shall have no application to a resident shareholder with a bona fide service animal or animal required because of a physical disability of the resident shareholder, who requires a service animal specifically trained to assist the resident shareholder, under and pursuant to The Americans with Disabilities Act<sup>1</sup> (A.D.A.). In such

<sup>1</sup> Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by



**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

A. **Service Animal:** Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:

- (1) **Guide Dog:** A guide dog is defined as a dog which has been trained or is being specially trained for, or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.
- (2) **Hearing Dog:** A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.
- (3) **Service Dog:** A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.
  - (a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.

B. **Certification Policy:** Based on the aforementioned A.D.A. descriptions of a service

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Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104,  
Definitions

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**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy - Mutual Nine Only**

animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties:

- (1) Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration" form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.
- C. **Service Animal Exclusion:** The Seal Beach Leisure World Mutual Corporations further adopt and require compliance with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24-Housing and Urban Development<sup>2</sup>.
- (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:
    - (i) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a co-occupant, is a person with a disability;
    - (ii) The animal has been trained to assist persons with that specific disability; and
    - (iii) The animal actually assists the person with that disability.
  - (2) Reserved
  - (b) Nothing in this Subpart B will:
    - (1) Limit or impair the rights of persons with disabilities;
    - (2) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or

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

**MUTUAL OPERATIONS**

**RESIDENT REGULATIONS**

**Pet Ownership Policy - Mutual Nine Only**

- (3) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

Adopted: 09-16-68  
 Amended: 06-11-01  
 Amended: 01-14-02  
 Amended: 11-15-02  
 Amended: 09-23-05  
 Amended: 11-14-05  
 Amended: 04-10-06  
 Amended: 09-11-08

**SERVICE ANIMAL CLAIM FORM – ATTACHMENT A**

~~The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of~~

(Sept 08)

MUTUAL OPERATIONS

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**Pet Ownership Policy - Mutual Nine Only**

~~Housing and Urban Development (HUD), Part 5 – General HUD Program Requirements; Waivers, Table of Contents, Sub part C – Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.~~

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

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

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

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

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

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

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

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

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**MUTUAL OPERATIONS**

**RESIDENT REGULATIONS**

**Pet Ownership Policy - Mutual Nine Only**

\_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_ Signature of Applicant/Shareholder

\_\_\_\_\_  
Date \_\_\_\_\_ Signature of Legal Representative, if Applicable

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_ Signature of Golden Rain Foundation or Mutual Corporation Representative

**SERVICE ANIMAL - PHYSICIAN'S DECLARATION - ATTACHMENT B**

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

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

My \_\_\_\_\_ office address \_\_\_\_\_

My \_\_\_\_\_ office telephone \_\_\_\_\_ number \_\_\_\_\_ is \_\_\_\_\_

(Sept 08)

**MUTUAL OPERATIONS**

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**Pet Ownership Policy - Mutual Nine Only**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_  
\_\_\_\_\_ Year

At \_\_\_\_\_, State of California  
\_\_\_\_\_ Name of City

\_\_\_\_\_  
Type or Print Name of Physician \_\_\_\_\_ Signature of Physician

(Sept 08)

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Maintenance Responsibility – Mutual Nine Only**

WHEREAS, the Occupancy Agreement in Seal Beach Mutual Nine contains a provision under Article 11, Repairs, paragraph (b), whereby the Corporation shall (among other things) provide and pay for all necessary repairs, maintenance and replacements, except as specified in paragraph (a) of this article, and

WHEREAS, all additions or alterations to the apartment become Mutual property when attached to the building, and under the resident permit for alterations or additions, the owner/member ~~resident~~ **shareholder** agrees that they "...will not look to the Golden Rain Foundation or the Mutual Corporation for reimbursements for, or maintenance of, the addition or the alteration, ..." and

WHEREAS, the Seal Beach Mutual Corporation and General Accounting Principles Guidelines set up specific guidelines and directions for the creation of a reserve fund for the replacement items listed in "Breakdown of Reserve for Replacement," now

THEREFORE BE IT RESOLVED that any repairs, maintenance, or replacement of any additions or alterations to the original structure be the responsibility of and all charges for same be paid by the ~~owner/member~~ **shareholder** originally applying for the addition or alteration permit or the successor ~~owners/members~~ **shareholder** of that apartment.

BE IT FURTHER RESOLVED that a copy of this resolution, together with a list of all additions and/or alterations added to the original apartment be attached to the escrow agreement in order to inform all successor owners/members.

**MUTUAL ADOPTION**

NINE: 14 Nov 05

(Nov 05)

**MUTUAL OPERATIONS**

**SHAREHOLDER REGULATIONS**

**Estate Sales – Mutual Nine**

Estate sales will be conducted in accordance with the “Request for Permission to Conduct Estate Sales” hereby adopted. Authorization to approve such sale(s) is given to the President any member for the Board of Directors of the Mutual Corporation ~~or, in the absence of the President, any other officer so long as the President is notified of the sale.~~

An officer Board of Director may not approve his or her own estate sale request.

FURTHER, that Form 7508.9, “Instructions for Requesting an Estate Sale” are adhered to and that the following conditions are met:

1. Provide one (1) copy of a sales contract or agreement to Mutual Representative Board Member at the time of approval.
2. Show proof of Seal Beach Business License for person conducting sale (business license not required if person conducting sale is an immediate family member). Person conducting sale must be present at sale site at all times.
3. Provide either of the following:
  - a) Proof that a “Notice of Intention to Withdraw” form has been completed and submitted to the Stock Transfer Office.
  - b) For a deceased resident, a copy of a death certificate for a deceased resident or for a living resident, a document that certifies that living resident is in an assisted living facility and does not plan on returning to the unit.
4. REQUEST FOR PERMISSION TO CONDUCT ESTATE SALE FORM
  - a) ESTATE SALE INVENTORY FORM

**MUTUAL ADOPTION**

NINE            08-13-90

**AMENDED**

07-09-01, 06-08-09, 02-10-10, 10-09-14, 05-12-16

.....

.....  
(May 16)



**MUTUAL OPERATIONS**

**SHAREHOLDER REGULATIONS**

**Estate Sales – Mutual Nine**

**REQUEST FOR PERMISSION TO CONDUCT AN ESTATE SALE**

**TO: BOARD OF DIRECTORS, SEAL BEACH MUTUAL \_\_\_\_\_**

**FROM: \_\_\_\_\_ (Person Conducting Sale)**

**SUBJECT: REQUEST TO HOLD AN ESTATE SALE**

At Address \_\_\_\_\_ Apt. # \_\_\_\_\_

Date(s) \_\_\_\_\_ between 9 a.m. and 3 p.m.

**I am** (check one): ( ) Resident Shareholder (at above address) ( ) Executor ( ) Nonres.Co-Owner  
( ) Other (please explain) \_\_\_\_\_

**Upon approval, I agree to:**

- a) See the Mutual Representative Board Member after completing this page and the inventory form.
- b) Provide an approved copy of this form to the Golden Rain News, if placing an ad with them.
- c) Provide nonresident shoppers' full names, vehicle make and license number along with an approved copy of this form, to the Security Department and to accept the responsibility, as my personal guests, anyone admitted to Leisure World for the purpose of attending the sale.
- d) Be responsible for damage or liability as a result of the sale activities.
- e) Minimize inconvenience or disturbances to neighboring residents.
- f) Complete the attached brief inventory of the "major" items to be sold.
- g) Provide a signed copy of the inventory to the Mutual Representative Board Member and post a copy of inventory at the sale site.

I am aware that the purpose of this sale is to assist in vacating an apartment and that NO merchandise or personal items may be added to the possessions of the shareholder owner/former owner shareholder or made a part of this sale. ***I understand that a representative of the Mutual may inspect the sale and that the sale can be stopped immediately if there is deviation from this agreement.*** I agree not to add or bring any goods or merchandise to this sale. I understand that I can be barred from holding any sales in Leisure World for a period of one year if I deviate from this agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_

+++++

(May 16)

**MUTUAL OPERATIONS**

**SHAREHOLDER REGULATIONS**

**Estate Sales – Mutual Nine**

**++++**

**Mutual Approval** – *To be completed by Mutual Director*

Director's Name \_\_\_\_\_ ( ) Approved ( )

Disapproved

Date \_\_\_\_\_ Signature \_\_\_\_\_

cc: ( ) Mutual ( ) Responsible Party ( ) Golden Rain News ( ) Security Department

**MUTUAL OPERATIONS**

**SHAREHOLDER REGULATIONS**

**Estate Sales – Mutual Nine**

Mutual \_\_\_\_\_ Apt. # \_\_\_\_\_

**ESTATE SALE INVENTORY**

Name \_\_\_\_\_ Address \_\_\_\_\_

**Living Room Area:**

**Description (color, type of wood, size, make, etc.)**

- # \_\_\_\_\_ Couch(es) / Sofa(s) \_\_\_\_\_
- # \_\_\_\_\_ Chair(s) \_\_\_\_\_
- # \_\_\_\_\_ Table(s) \_\_\_\_\_
- # \_\_\_\_\_ Cabinet(s) \_\_\_\_\_
- # \_\_\_\_\_ Lamp(s) \_\_\_\_\_
- # \_\_\_\_\_ Television(s) / Radio(s) \_\_\_\_\_
- # \_\_\_\_\_ Picture(s) / Mirror(s) \_\_\_\_\_
- # \_\_\_\_\_ Clock(s) \_\_\_\_\_
- # \_\_\_\_\_ Other \_\_\_\_\_
- # \_\_\_\_\_ Other \_\_\_\_\_

**Bedroom(s):** # of Bedrooms: Circle One: One Two

- # \_\_\_\_\_ Beds \_\_\_\_\_
- # \_\_\_\_\_ Dresser(s)/High-Boy(s) \_\_\_\_\_
- # \_\_\_\_\_ Bookcase(s)/Cabinet(s) \_\_\_\_\_
- # \_\_\_\_\_ Chair(s) \_\_\_\_\_
- # \_\_\_\_\_ Secretary / Desk(s) \_\_\_\_\_
- # \_\_\_\_\_ Nightstand(s) / Table(s) \_\_\_\_\_
- # \_\_\_\_\_ Lamp(s) \_\_\_\_\_
- # \_\_\_\_\_ Picture(s) / Mirror(s) \_\_\_\_\_
- # \_\_\_\_\_ Bed Linens \_\_\_\_\_
- # \_\_\_\_\_ Jewelry \_\_\_\_\_
- # \_\_\_\_\_ Other \_\_\_\_\_
- # \_\_\_\_\_ Other \_\_\_\_\_



## MUTUAL OPERATIONS

### MUTUAL RESERVES

#### Replacement Reserve – Mutual Nine

The Regulatory Agreement (FHA Form 3225) between the Mortgagor (Mutual) and the Federal Housing Commissioner (FHC) was terminated effective August 7, 2002, since the mortgages were paid in full. The Mutual shall establish and maintain a reserve fund for replacement of appliances, fixtures, and other items as determined by the Mutual Board that are the responsibility of the Mutual to repair and maintain. The amount shall be based upon a Bi-Annual Reserve Study **conducted every 3 years** as determined by the Mutual Board as part of the annual budget process. These are items that the Golden Rain Foundation Maintenance and Purchasing Departments are authorized to stock to repair or replace the items listed under Section A and B below. At times, the original items may no longer be available and they will be replaced by an approved replacement item.

#### **A. Interior of Each Unit**

1. Range, electric (not abused)
2. Refrigerator (when determined it cannot be repaired, a used replacement unit will be installed, if available). When a NEW standard refrigerator is provided by the Mutual, normal maintenance will be provided by the Mutual for this unit only. However, after a one-time replacement of the refrigerator, the Mutual will no longer provide, maintain, or service future refrigerators. Future refrigerator replacements will be the responsibility of the current Apartment Shareholder at that time.
3. Kitchen sink and fittings (original) Only
4. Bathroom sink and fittings (original) Only
5. Bathroom shower stall and fittings (original) Only
6. Bathroom toilets and fittings (not abused) Only
7. Bathroom vent and heater assembly with a thermo control unit
8. Hot water heater, electric
9. Garbage Disposer (not abused)
10. Electric radiant heat in ceilings and thermo control units (if not modified or disconnected when other types of a system are installed by a permit)
11. Range ventilating fan installed on the roof (original) Only
12. Electric fixtures (original) Only
13. Doors, windows and aluminum screens (original) Only
14. Electric circuit breaker panel (original) Only

**MUTUAL OPERATIONS**

**MUTUAL RESERVES**

**Replacement Reserve – Mutual Nine**

**B. Exterior of the Building**

1. The roofing and areas around the skylights, but not metal frame and plastic window on skylight
2. Flashing, gutter and downspout
3. Sidewalks (original)
4. Irrigation in common area, excluding Shareholders garden area adjacent to the building structure.

**MUTUAL ADOPTION**

NINE: 7-7-10

**AMENDMENT**

10-10-16

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Personal Property/Liability Insurance – Mutual Nine**

Shareholders, whether residing in their unit or not, shall carry **HO6** insurance to cover any damage to their unit for which they are responsible and to cover any damage to adjacent units for which they are responsible.

Shareholders shall carry personal liability insurance in an amount sufficient for the indemnification of other persons in the event that the shareholders become legally liable for causing bodily injury and/or property damage to another person.

**If a shareholder has a non-owner occupant, caregiver, pet, washer and /or dryer, golf cart, jacuzzi type tub, walk in tub, extended patio and/or unit, shareholder owned water heater, heat pump, air conditioning or heating equipment liability insurance must cover any extra non-standard items.**

The Golden Rain Foundation and the Mutual are not responsible for personal property within or attached to the unit or stored or parked on the street or in the carport including property stored in or under the storage cabinets in the carport.

The Mutual's Master Insurance Policy covers the Mutual's buildings and common areas including properly permitted expansions, but for standard building materials only. It does not cover non-standard items such as upgraded doors, bay windows, triple pane windows, flooring, window treatments, special countertops, heat pumps/air conditioning, dishwashers, washer/dryers, microwaves, and other special appliances. Earthquake damage is not covered by the Mutual's policy.

There is no insurance policy specifically designed for a co-operative unit, but the HO-6 condominium policy does provide the needed coverage. This type policy also usually covers Additional Living Expenses in the event the unit becomes uninhabitable due to loss from fire or water damage so that the resident shareholders can reside elsewhere until the unit is habitable again.

The best advice for shareholders is to consult with a professional insurance agent that is knowledgeable about co-operatives to insure that they are sufficiently prepared in case of a disaster.

Shareholders are required to display their insurance policy declaration page on their kitchen counter during fire/safety inspections.

**MUTUAL ADOPTION****AMENDMENTS**

NINE: 04-20-13

02-09-15

(Feb 15)

Page 1 of 1

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Patio and Porch Area Regulations – Mutual Nine**

The purpose of this policy is to provide guidelines for the building and maintenance of patios and porches that are user friendly, increase the value to the Mutual, and improve the aesthetics of the shareholders' units in Mutual Nine (9). Also it addresses the need to meet applicable Fire Codes and the safety of each family.

**Definition of Terms**

1. A patio is any surface other than garden material that is attached or adjacent to the outside wall structure of the unit's structure.
2. A porch is the space under the roof of the structure open to the outside or enclosed from the weather.
3. A porch and patio can be built as a continuous structure, will be considered and maintained as a patio and or porch with this policy.
4. Transfer of title shall have the same meaning as used for determination of when a California transfer tax on real property is assessed by the State of California.

**Stipulations for Existing Patios**

1. All currently installed patios and porches will be considered as allowed. However, the following patio and porch use: "rules and maintenance requirements must be adhered to".
2. At the time of transfer of title or sale of a unit with a patio or porch, the buyer must agree to manage, maintain, and insure the cost of the patio or it shall be removed at the seller's cost. The new buyer/transferee must sign the License and Indemnity Agreement provided by the Mutual Nine Board. Remodels of existing patios must comply with this patio and porch policy in its entirety.

**Patio Approval Process**

1. All requests for patios must be submitted to the Golden Rain Foundation (GRF) Physical Property Department at least three (3) weeks prior to a regularly scheduled Mutual Nine (9) Board Meeting. The GRF Physical Property Inspector must submit the plan for approval to the Board of Directors at least two (2) weeks prior to a regularly scheduled Board Meeting.
2. Patio plans must be drawn to be easily understood with dimensions and must include the walls, wall caps, fences, and no lockable gates.



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3. All patio requests will be considered by the Board of Directors on a site-specific basis, taking into consideration, but not limited to the following:
  - a) Aesthetic/financial value to the Mutual
  - b) Functionality for the shareholder
  - c) Utility boxes
  - d) Electrical enclosures/panels
  - e) Sprinkler systems
  - f) Sprinkler valves/plumbing
  - g) Telephone pull boxes/equipment
  - h) Sidewalks
  - i) Laundry room
  - j) Landscaping
  - k) Other units access
4. A majority vote of a quorum of the Board of Directors is necessary for approval and the plans must be approved before the start of construction.
5. Shareholder must complete and submit the **Agreement to Patio Regulations Form (See Attachment – 7415.9A)** as part of the approval process and prior to the start of any work.

**Patio Building Requirements**

1. Patios must slope away from the building with adequate weep holes in walls for draining.
2. Patio top surface material must be no-skid when wet. Outdoor carpeting is NOT permitted.
3. All patios may be enclosed by a wall or a decorative wrought iron or similar material fence suitable for outdoor application. Patio wall including cap and fence may be up to 36 inches in total height. Patio fence may be up to 36 inches in total height. Gate colors will complement the patio walls. Walls may be constructed of brick, flagstone, slump stone, stack stone, or similar decorative masonry building materials. Walls may also be constructed of concrete block and surfaced with stucco the same color as the building. All block walls shall have a compatible stone cap.
4. When an adjacent neighbor's wall already exists, the newly constructed wall will complement the existing wall.
5. Patios may extend out 60 inches from the unit structure wall.

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6. A 36 inch access must be maintained from the entrance of the patio to the entry door of the unit. Walkway must have no obstructions included potted plants. Nothing must impede emergency personnel and equipment the Fire Department, Golden Rain Security personnel, and Service Maintenance personnel. All patio window spaces must be kept clear at all times to facilitate emergency exit and entrance to and from the unit.
7. No patio addition or porch may have an access door/gate that locks. A door outside in the patio or porch without direct access into your unit is not considered an entry door and many not lock.
8. A 5-inch cement mowing strip is required where the patio is adjacent to a grass area.
9. Any changes or deviations from the approved plans must be submitted to the Board of Directors and approved prior to implementation.
10. Mutual Nine will provide a disclosure to all new shareholders stating that their patios might have been built over sewer, water, electrical, or other types of utilities that the potential to require access or relocation and that this could require removal of all or a portion of the patio at the owner's expense. This disclosure must be signed by the selling shareholder and it will be provided to the purchasing shareholder with the Licensing and Indemnity Agreement.
11. Shareholders shall bear any and all costs of the patio including the maintenance of the patio, sprinkler relocation, grass replacement, tree replacement, and flower bed repairs. As a condition of patio approval, the shareholder must obtain and maintain liability covering any and all lawsuits involving the patio. The shareholder must agree and sign the Licensing and Indemnity Agreement provided by the Mutual.

**Patio and Porch Use: Rules and Maintenance Requirements**

1. Patio and Porch items appropriate for patio and porch outdoor usage such as chairs and lounges with cushions are allowed. Storage boxes designed for patio and porch use may not exceed 4 feet in width by 6 feet in length and

SHALL not exceed the height of the wall/fence. Patio sheds must be made of plastic, resin or polyurethane (not wood or metal).

2. Patios and Porch areas must be kept free of clutter. If there is a question whether clutter exists, the question will be decided by a vote of the Board.

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3. Barbeques may be kept on patios and porches and must be used according to the barbeque Policy 7427G – Barbeque – Usage and General Safety Precautions. Charcoal burning barbeques are NOT permitted.
4. Pets must not be left unattended on patios and porches.
5. Pet doors giving pet's free access to and from patios and porches are NOT allowed.
6. Potted plants may be kept on patio/porch walls. Plants may not be in nursery pots. Pots must have a water retention base and not allow water to drain on the patio/porch wall. Potted plants from the base of the pot to the top of the plant may not exceed 48 inches in height. A maximum number of potted plants on the patio/porch wall may not exceed 1 in every 4 feet of the patio/porch wall.
7. No more than 2 small/medium self-propelled vehicles scooters/wheelchairs.
8. Patio and Porch Décor:
  - a. Screens, panels or drapes to block the sun must be of outdoor fire retardant fabric and must be maintained.
  - b. Obscene objects hanging or stationary are prohibited.
9. Prohibited activities consist of any workshop causing noise, odor, unsightliness, and/or unhealthy conditions. Be guided by the "occasional hobby-oriented" activity rather than an ongoing business or any activity considered to be a nuisance to neighbors. Contact the Board by sending a letter to the Secretary for information and guidance.
10. Patios and Porches may NOT be converting into a storeroom. Items permitted for storage must be enclosed.
11. Any item in, on, or built into or onto a patio or porch in conflict with this policy must be removed by the shareholder after 10 days of written notification. If the item is not removed after the 10-day period, the Mutual will have the right to remove the item at the shareholder's expense.
12. An enclosed patio or porch may not function as a bedroom, kitchen or storage closet.
13. A refrigerator or freezer in working condition plugged directly into wall socket is permitted only on the PORCH area of a NON expanded unit and located so as it does not impede passage nor detracts from the ambiance of the building.

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14. A washer or a dryer or a stacking washer and dryer may be installed inside the PORCH ONLY of an NON expanded unit and must be in an enclosed storage cabinet. A permit must be obtained for the installation of these appliances and all codes relating to electrical and, if, applicable, plumbing and ventilation must be adhered to.
15. Items NOT permitted on patios and porches overnight and or stored are: Newspapers, magazines, paper, plastic bags, cardboard, any type of open food containers, including pet food, flammable chemicals, laundry hung airing or drying, non-working refrigeration or freezers, nursery for growing plants, saws, vacuum cleaners/rug shampoo machines, permanent pet kennels, dog runs, electric or gas golf carts, gas operated tools or equipment, spas or hot tubs, Extension cords strung across patio, or extended use of extension cords is not permitted. Shelving may not be supported/anchored off the building walls.
- 16. Hot tubs, fire pits or heaters, jacuzzis, saunas dry or wet, spas, pools, bar-b-que islands, green houses, game tables, exercise equipment, hobby centers or work benches and any and all items that are free standing and better suited for a backyard or enclosed room must be approved by the Board of Directors before they can be installed.**

**Attachment:**

- 7415.9A – Agreement to Patio and Porch Area Regulations

**MUTUAL ADOPTION**

NINE: 10-10-16

(Oct 16)