

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL NINE
January 8, 2018
Meeting begins at 9:30 a.m.

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

Mr. Dodero, GRF Representative
Ms. Hopkins, Mutual Administration Director
Mr. Van Horn, Building Inspector
Mrs. Aquino, Recording Secretary
5. APPROVAL OF MINUTES:
Regular Meeting Minutes of: December 11, 2017
6. BUILDING INSPECTOR'S REPORT Mr. Van Horn
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 3-4)
 - a. Discuss Tree trimming bids
 - b. Sewer cleaning contract (p. 5)
7. GRF Representative Mr. A. Dodero
8. **UNFINISHED BUSINESS**
 - a. Discuss amending Policy 7510.09 – Eligibility Requirements (p. 7-10) Mr. Croft
 - b. Present information gathered on Washers and Dryers Mrs. Turner /
Ms. McCown
 - c. Ratify amended/posted Policy 7403.09 – Building Alterations or Additions (p. 11-16)
 - d. Ratify amended/posted Policy 7508.09 – Estate Sales (p. 17-22)
 - e. Ratify amended/posted Policy 7551.09 – Unsanitary Premises and Fire Loading Conditions (p. 23-25)
9. **NEW BUSINESS**
 - a. Discuss Policy 7557.09 – Caregivers (p. 27-28) Mr. Michlin
 - b. Discuss Policy 7415.09 – Patio and Porch Regulations (p. 29-33) Mr. Michlin
 - c. Timers for Laundry Room Water Heaters Mr. Croft
 - d. Discussion Mutual Nine Attorney Mrs. Schnauffer

(Thursday, January 4, 2018 ka)

STAFF SECRETARY BREAK 11:00 a.m.

- | | | |
|-----|--|----------------|
| 10. | SECRETARY / CORRESPONDENCE | Mrs. M. Dodero |
| 11. | CHIEF FINANCIAL OFFICERS REPORT | Mrs. Turner |
| 12. | MUTUAL ADMINISTRATION DIRECTOR | Ms. Hopkins |
| 13. | ANNOUNCEMENTS | |
| 14. | COMMITTEE REPORTS | |
| 15. | DIRECTORS' COMMENTS | |
| 16. | SHAREHOLDER(S)' COMMENTS (2-3 MINUTES) | |
| 17. | ADJOURNMENT | |
| 18. | EXECUTIVE SESSION | |

STAFF SECRETARY WILL LEAVE THE MEETING BY 12:10 p.m.

**NEXT MEETING February 12, 2018
Administration Building Conference Room A**

(Thursday, January 04, 2018 ka)

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(09) NINE**

INSPECTOR: **Dave Van Horn**

MUTUAL BOARD MEETING DATE: **January 8, 2018**

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
224 C	HEATPUMP	BOTH	10/20/17	01/20/18	NO	NA	GREENWOOD
222 A	COMPLETE REMODEL	BOTH	07/01/17	01/30/18	NO	CALLED FOR FINAL	K&K 12/4/17
223 F	COMPLETE REMODEL	BOTH	09/30/17	05/30/18	NO	LATH/D.W SIGNED	ALPHA MASTER BUILDERS 12/1/17
212/213	REPIPE	BOTH	09/28/17	10/16/17	NO	NA	NELSON
223 F	HEATPUMP	BOTH	10/30/17	12/30/17	NO	NA	YES
215 F	COMPLETE REMODEL	BOTH	11/20/17	04/20/18	NO	NA	ALPHA MASTER BUILDERS
232 L	REMODEL	BOTH	09/19/17	12/25/17	NO	ELEC/ROUGH PLUM	REAL MCCOY 11/30/17
226 D	SHOWER REMODEL	BOTH	11/20/17	01/20/18	NO	NA	MP CONST
222 I	ADA SHOWER CUT DOWN	BOTH			NO	SIGNED OFF	NU-KOTE 11/30/17
210 G	COMPLETE REMODEL	BOTH	01/08/18	04/27/18	NO	NA	LOS AL BUILDERS

ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
235E		12/29/17					
206 L		08/22/17	11/30/17	12/07/17	12/19/17		
226 L		11/03/17	12/19/17				
216 F		11/06/17	12/18/17	12/21/17			
215 J		11/06/17	12/12/17	12/15/17	12/22/17		
216I		12/13/17					
214K		12/28/17					

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

Mutual Corporation No. Nine

MEMO

TO: MUTUAL NINE BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE ON EMPIRE PIPE CLEANING
(BUILDING INSPECTOR REPORT ITEM. B)
DATE: JANUARY 8, 2018
CC: MUTUAL FILE

I move to approve the three-year contract for sewer cleaning in Mutual Nine by Empire Pipe Cleaning starting _____ and ending _____, not to exceed
(Date) (Date)

_____, authorize the President to sign the contract.

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Mutual Corporation No. Nine

MEMO

TO: MUTUAL NINE BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AMENDING POLICY 7510.09 – ELIGIBILITY REQUIREMENTS
(UNFINISHED BUSINESS ITEM A)
DATE: JANUARY 8, 2018
CC: MUTUAL FILE

I move to amend Policy 7510.09 – Eligibility Requirments on a preliminary basis until the 30–day posting period is completed.

MUTUAL OPERATIONS**AMENDED DRAFT****RESIDENT REGULATIONS****Eligibility Requirements – Mutual Nine**

All persons **Any person or persons jointly** seeking approval of the Board of Directors of Seal Beach Mutual No. Nine to purchase a share of stock in the Mutual, and to reside in the Mutual, shall meet the following eligibility criteria:

- A. Apply for and be accepted as a member of the Golden Rain Foundation, Seal Beach, California.
- B. Meet the Mutual eligibility criteria as follows:

1. Age

Minimum of 55 years, **as confirmed by a birth certificate or passport. A driver's license is not acceptable as proof of age.**

2. Financial Ability

- a. Verified monthly income or sufficient assets that is/are at least four (4) times **five (5) times or greater than** the monthly carrying charge (Regular **GRF and Mutual Assessment plus Property Tax and Fees**) at the time of application, and have liquid assets of at least ~~\$25,000~~ **\$50,000 over the purchase price. Verified monthly income/assets can be verified by any combination of the following and may be in the form of:**

1. Tax returns **for the past two years;**
2. 1099s for interest and dividends **for the past two years. (Assets used to purchase unit will not be included in income calculations);**
3. 1099-Rs for retirement income from qualified plans and annuities **for the past two years;**
4. SSA-1099 Social Security Benefit Statement **for the past two years;**
5. Brokerage statements and current interim statement **for the past two years. (Assets used to purchase unit will not be included in income calculations);**
6. **At least the most recent six to 12 months' worth of checking/savings account statements (assets used to purchase unit will not be included in income calculations).**

- b. Adjusted Gross Income per 1040, 1040A, or 1040EZ; plus that portion of Social Security, IRA distributions, and pensions and annuities not included in adjusted gross income; plus tax exempt interest; **(assets used to purchase unit will not be**

MUTUAL OPERATIONS

AMENDED DRAFT

RESIDENT REGULATIONS

Eligibility Requirements – Mutual Nine

included in income calculations) minus income tax, Social Security, Medicare, and self-employment taxes paid; and minus Medicare medical insurance and prescription drug premiums; all divided by twelve (12) will equal net monthly income to be used in paragraph 2.a. above.

- c. Projected assessments will be the previous year's assessment (total of carrying charge less any cable charge, less Orange County Property Taxes and Fees), and the addition of the new property tax at 1.2% of the sales price plus Orange County District fees divided by 12 for the new projected monthly assessment. This new figure (Regular Assessment plus Orange County Property Taxes and District Fees) times ~~four (4)~~ **five (5)** will be the monthly income required. This will be verified by the escrow company and the Stock Transfer Office. Stock Transfer shall have the final say in establishing verifiable income.¹

Verification shall be done by the Escrow Company and the Stock Transfer Office for each proposed shareholder(s) prior to the new buyer ~~interview~~ orientation and prior to the close of escrow (the above verification will not be done by the individual Mutual Directors; Directors will not be required to study or understand the financial requirements).

- d. Only the residential shareholder's income shall be considered for qualifying.
- e. If moving within Leisure World, or if there are any additions/changes to the title, the proposed shareholder(s) must meet these eligibility requirements.
- f. A credit check will be performed by the escrow company, with the results included in the financial package.
3. Health

~~Physician's assessment of new buyer now mandates that a physician must provide a written letter attesting that a new buyer is physically and mentally able to care for themselves in an independent living environment. The definition of a letter must contain the doctor's name (or group) and licensee number (a note on a prescription pad is no longer acceptable). The letter is a requirement before the new buyer is approved.~~

¹ If major remodeling, expansion, or addition of a bathroom is being considered, the increase in taxes over the 1.2% of the purchase price must be taken into consideration.

AMENDED DRAFT

RESIDENT REGULATIONS

Eligibility Requirements – Mutual Nine

Have reasonably good health for a person of his/her age, as evidenced by a letter from his/her physician, so that shareholder can take care of normal living needs. Leisure World is not a skilled nursing home facility, an assisted living facility, nor an independent living facility (see individual Mutual requirements).

4. Character

~~Have a reputation for good character in his/her present community.~~

- C. Assume, in writing, the obligations of the "Occupancy Agreement" in use by the Mutual Corporation.

Officers or Committees of the Board of Directors designated to approve new applicants are responsible that the eligibility criteria of this corporation is equitably applied to all applicants. Approval or disapproval of buyer(s) must be received by the Stock Transfer Office at least ten (10) working days prior to the close of escrow.

MUTUAL ADOPTION

NINE: 05-20-70

AMENDMENTS

09-13-93, 09-08-08, 1-11-16

Mutual Corporation No. Nine

MEMO

TO: MUTUAL NINE BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY AMENDED/POSTED POLICY 7403.09 – BUILDING ALTERATIONS OR ADDITIONS (UNFINISHED BUSINESS ITEM C)
DATE: JANUARY 8, 2018
CC: MUTUAL FILE

I move to ratify amended/posted Policy 7403.09 – Building Alterations or Additions.

MUTUAL OPERATIONS**AMENDED DRAFT****PHYSICAL PROPERTY****Building Alterations or Additions**

A GRF permit for alterations or additions to buildings in this Mutual will not be issued by the Physical Property Department until a written, signed proposal and contract between the shareholder and the contractor (describing the work to be done by the contractor, the fees to be charged, and the start and completion dates for the work) has been presented to the Physical Property Department along with the application for issuance of a building permit.

A GRF permit shall be valid for a period of 180 calendar days only. It may be extended at the sole discretion of the Mutual and the GRF Building Inspector. Extensions will generally be granted only for unforeseen circumstances. If the work under the permit has not been completed in a manner satisfactory to the Mutual and the GRF Building Inspector prior to the expiration of the GRF permit and an extension has not been granted, the contractor, and/or shareholder shall return the Mutual building and appurtenances that were affected by the work to a condition that is satisfactory to the Mutual and the GRF Building Inspector within five business days after expiration of the GRF permit or the Mutual will have any work that was requested that was not satisfactorily done completed at the shareholder's expense.

Further, a penalty of \$250 per day (\$150 per day Mutual Twelve only) shall be assessed to the contractor by the Mutual and paid to the Mutual for every calendar day that the construction exceeds the completion date as listed on the GRF permit. The Mutual Board may make an exception to the completion date and award an extension to the contractor without penalty due to unforeseen delays or problems.

All power operated skylights are to be Underwriters Laboratory approved and an electrical permit is required for hard wiring to the existing circuits. The shareholder assumes all responsibility for safety and maintenance of the equipment.

Skylights in Permanent Roof Extension

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 and according to the following Mutual specifications:

1. Size
 - a. Up to 32" x 64"
2. Position
 - a. Thirty inches in front of building stucco wall.
 - b. Long side of skylight parallel with rafters.

MUTUAL OPERATIONS**AMENDED DRAFT****PHYSICAL PROPERTY****Building Alterations or Additions**

c. Long side of skylight across the rafters.

1. Middle rafter may be cut and the header headed in.

Skylights for Bathrooms or Kitchens

Article 11 of the Occupancy Agreement states that maintenance of the roofs of residential buildings is the responsibility of the Mutual. A skylight may be placed in any room of an apartment when the Mutual Board determines whether attic space at the place of choice does not inhibit a particular installation. Skylights may be installed through a contract between the shareholder and a contractor under inspection by the Physical Property Department. The responsibility for maintenance of skylight installations requires definition and agreement.

At the time of installation or replacement of skylights or skylight domes, single-sided foam tape must be applied between the frame and skylight dome. Further, that a maximum of five (5) skylights be allowed in a unit (includes any bathroom, kitchen, bedroom, or living room).

In the kitchen and original bathroom area, a skylight shall not exceed 24" X 24" in either length or width, but the "tunnel" may be flared.

A typical skylight installation consists of a dome to admit light, 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 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 reroofed.
 - b. Shareholder: The shareholder is responsible for the skylight dome, skylight operating mechanism, the shaft (including painting), and the ceiling grid.
- 1) The skylight curbing shall consist of 2" x 6" framing with a minimum 4" rise above roof sheathing.
 - 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.

MUTUAL OPERATIONS**AMENDED DRAFT****PHYSICAL PROPERTY****Building Alterations or Additions**

- 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".
- 6) One-half-inch x 5" 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.

Sola Tubes

- 1) **All Sola tube installations require a permit from the City of Seal Beach and the Physical Property of the Golden Rain Foundation, and all Sola tubes shall be installed using the manufacturer's specifications and conform to all applicable building codes.**
 - a. **During the warranty period, the contractor is responsible for the entire Sola Tube installation. After the warranty period, the Shareholder is responsible for the Sola Tube and all related flashings. In the event of a roof leak as a results of the Sola Tube installation, the Shareholder shall be responsible for all associated costs to repair and maintenance of the system, including labor and material costs.**
- 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 Sola Tubes. Each Sola Tube will be checked and maintained by Service Maintenance or others at the expense the Shareholder.**
- 3) **All fasteners at the roof flashing shall be self-sealing screws by use of a rubber grommet and shall have sealant applied over the top of the fastener.**

Microwave Ovens

The Physical Property Department will issue a permit for such installation by licensed contractors; costs to be borne by the shareholder, and

FURTHER, that the oven will become a permanent installation to be maintained by the shareholder, and on resale of the Mutual stock for the unit, the new shareholder will assume responsibility for maintenance.

MUTUAL OPERATIONS**AMENDED DRAFT****PHYSICAL PROPERTY****Building Alterations or Additions****Standard Stovetops**

If a Shareholder replaces the Mutual Standard Stovetop which includes the SmartBurners, the shareholder must return the set of burners (4 burners) to the Mutual. If the SmartBurners are not returned to the Mutual, a Building Permit will NOT be issued to the shareholder unless the shareholder reimburse the Mutual \$500, for not returning the Smart Burners to the Mutual.

If the Mutual Standard Stovetop is replaced with a glass top burner assembly or a freestanding stove, the shareholder, at their own expense, must furnish and install the "FireAvert" circuit interrupter device and a 10 year smoke detector in the kitchen area.

Ceiling Fans and Ceiling Light Fixtures

Ceiling fans and/or ceiling light fixtures may be installed with a permit from the Physical Property Department, and to be installed by a licensed contractor, providing that the ceiling fan meets the City of Seal Beach specification of a 6'8" clearance from the fan blades to the floor.

Prior to penetrating the unit ceilings, it MUST be tested for asbestos. All asbestos, in the area to be penetrated, must be properly abated by a qualified licensed contractor.

Ceiling fans and ceiling light fixtures are permitted in any location in a unit provided the ceiling heat in said room has been disabled and an approved alternate heat source has been installed and is operational.

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 rooftop areas. A sticker with the date of cleaning must be affixed to the cleanout cover every time a cleaning is performed.

In addition, if a FloodStop FS3/4NTP System is not installed, then one must be installed on the hot and cold water lines, per manufactures recommendations, prior to close of escrow. 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

MUTUAL OPERATIONS**AMENDED DRAFT****PHYSICAL PROPERTY****Building Alterations or Additions**

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. The resident shareholder assumes full responsibility for any damage incurred as a result of a personal washer and/or dryer in the unit.

Installation of Bathtubs

Installation of bathtubs shall require a minimum inside width of 19 inches. The installation of tempered glass shower doors whenever a permit is issued for the installation of a bathtub/shower. A bathtub without a shower is exempt from this requirement.

At the shareholders expense, a shower door shall be installed (piano hinge) when shower cut-downs are performed in units.

Smoke Detectors

Any alteration or additions to any part of a buildings apartment must include the installation of a tamper proof 10 year Smoke Alarm in the kitchen area that does not already have a smoke alarm. If any alteration is made to the kitchen area a worry free 120-Volt Hardwire Interconnect cable Smoke Alarm with a 10 year battery back-up must be installed.

MUTUAL ADOPTION

NINE: 06-13-16

AMENDMENTS

03-13-17

Mutual Corporation No. Nine

MEMO

TO: MUTUAL NINE BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY AMENDED/POSTED POLICY 7508.09 – ESTATE SALES
(UNFINISHED BUSINESS ITEM D)
DATE: JANUARY 8, 2018
CC: MUTUAL FILE

I move to ratify amended/posted Policy 7508.09 – Estate Sales.

MUTUAL OPERATIONS**AMENDED DRAFT****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 of the Board of Directors of for 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 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 shareholder, a copy of a death certificate for a deceased resident shareholder or for a living resident shareholder, a document that certifies that living resident shareholder is in an assisted living facility and does not plan on returning to the unit.
4. REQUEST FOR PERMISSION TO CONDUCT ESTATE SALE FORM

MUTUAL OPERATIONS

AMENDED DRAFT

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 _____ Unit # _____

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

I am (check one): () Resident Shareholder (at above address) () Executor () Non-res. 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 shareholders .
- 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 NAME: _____

Signed: _____ Date: _____

Owner/Executor Signature: _____ Phone: _____

Cell Phone: _____

(Draft created 08-28-17 ds)
(updated 11-17-17 ka)

MUTUAL OPERATIONS

AMENDED DRAFT

SHAREHOLDER REGULATIONS

Estate Sales – Mutual Nine

ESTATE SALE INVENTORY FORM

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

AMENDED DRAFT

SHAREHOLDER REGULATIONS

Estate Sales – Mutual Nine

Mutual _____ Unit # _____

Kitchen:

- # _____ Table with _____ Chairs _____
- # _____ Microwave or Toaster Oven _____
- # _____ Small Appliances, i.e. blender _____
- # _____ Dishes _____
- # _____ Flatware _____
- # _____ Pots and Pans _____
- # _____ Other _____
- # _____ Other _____

Bathroom:

- # _____ Linens _____
- # _____ Picture(s) / Mirror(s) _____
- # _____ Other _____
- # _____ Other _____

Miscellaneous:

Signed: _____ Date _____ Phone _____
Owner/Executor **Shareholder** Signature

(Draft created 08-28-17 ds)
(updated 11-17-17 ka)

MUTUAL OPERATIONS

AMENDED DRAFT

SHAREHOLDER REGULATIONS

Estate Sales – Mutual Nine

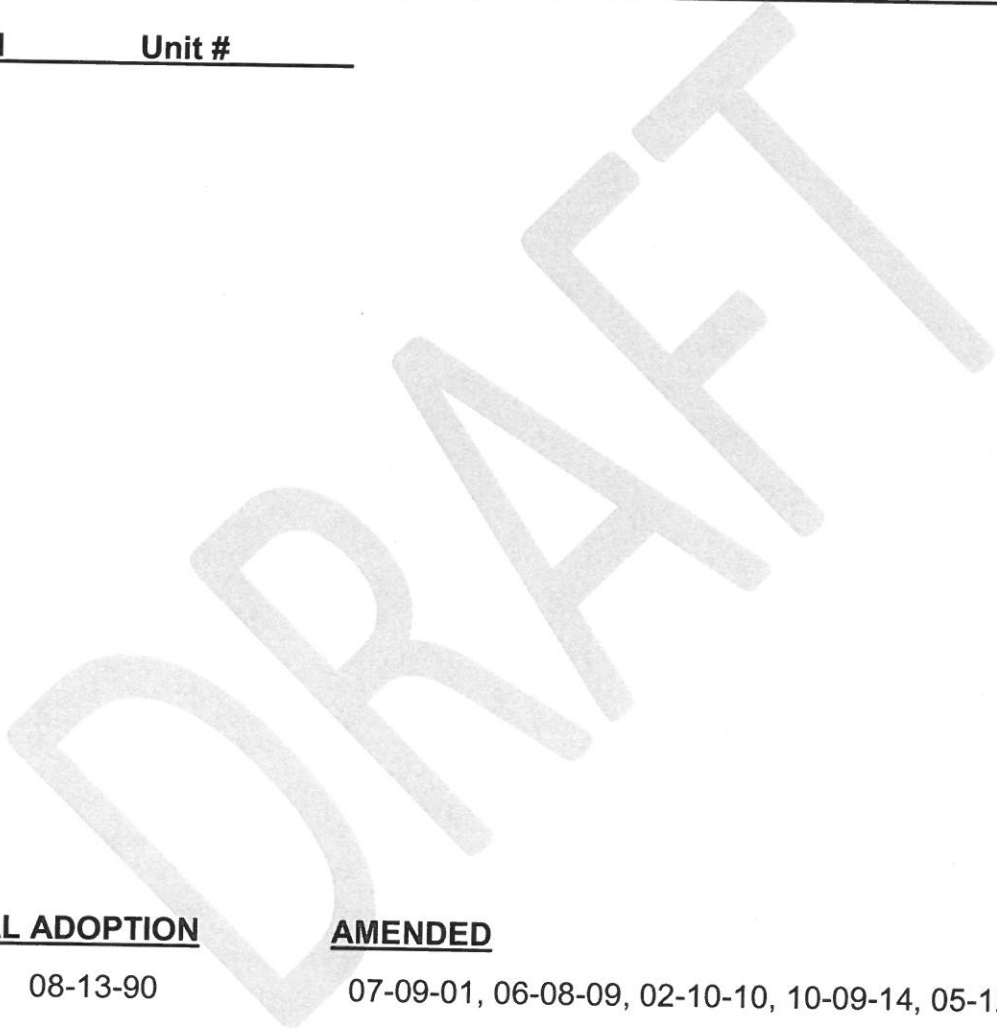
Mutual Approval – To be completed by Mutual Director

Director's Name _____ Approved Disapproved

Date _____ Signature _____

cc: Mutual Responsible Party Golden Rain News Security Department

Mutual _____ Unit # _____



MUTUAL ADOPTION

AMENDED

NINE 08-13-90

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

(Draft created 08-28-17 ds)
(updated 11-17-17 ka)

Mutual Corporation No. Nine

MEMO

TO: MUTUAL NINE BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY AMENDED/POSTED POLICY 7551.09 – UNSANITARY PREMISES AND FIRE LOADING CONDITIONS (UNFINISHED BUSINESS ITEM E)
DATE: JANUARY 8, 2018
CC: MUTUAL FILE

I move to ratify amended/posted Policy 7551.09 – Unsanitary Premises and Fire Loading Conditions.

MUTUAL OPERATIONS**DRAFT POLICY – MUTUAL NINE**SHAREHOLDER REGULATIONSUnsanitary 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, (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 Board of 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.

MUTUAL OPERATIONS**DRAFT POLICY – MUTUAL NINE****SHAREHOLDER REGULATIONS****Unsanitary Premises and Fire Loading Conditions****Unit Fire Inspections and Special Unit Inspections**

Each unit will be inspected annually by the Physical Property Department's Mutual fire/safety inspector or any special inspection as ordered by the Mutual President, with a duly posted 72-hour notification to the member.

Any infractions will be noted and the Member informed by mail to cure the infraction within 30 days of the date of the letter. A follow-up inspection of the premises will be conducted to assure compliance.

MUTUAL ADOPTION AMENDMENTS

NINE:

(Draft 10-25-17 bc)

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MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Caregivers – Mutual Nine Only

1. Licensing Requirements

a. In order to work as a caregiver in Mutual Nine, caregiver 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 at all times. *Exemption: A family member (of a shareholder) who is acting in the capacity of a caregiver is exempt from possessing a business license, but must apply and receive a caregiver's pass and badge.*

b. A caregiver working in Mutual Nine must have a valid driver's license if driving a vehicle into Leisure World.

2. Pass and Badge Requirements

a. All caregivers, 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.

- 1) The pass must be renewed every six months.
- 2) The pass must be worn in clear sight at all times.
- 3) Passes or badge holders may not be transferred or lent to anyone.

3. Use of Laundry Facilities

a. Part-time caregivers may use laundry facilities for shareholder's laundry only. *Part-time caregivers 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 must cease all noise after 10:00 p.m., i.e., no TVs, radios, loud talking.

(Feb 14)

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

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- b. Caregivers are not allowed to bring family members or friends to the apartment.
- c. Caregivers are not allowed to bring pets into Leisure World.
- d. Caregivers 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.*

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.

MUTUAL ADOPTION

AMENDMENTS

NINE: 10-13-08

02-10-14

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.

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Patio and Porch Area Regulations – Mutual Nine

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.

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

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.

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

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.

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

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.
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, barbeque 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 are not permitted.

Attachment:

- **7415.9A – Agreement to Patio and Porch Area Regulations**

<u>MUTUAL</u>	<u>ADOPTION</u>	<u>AMENDMENTS</u>
NINE:	10-10-16	11-13-17