

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL NINE
August 13, 2018
Meeting begins at 9:30 a.m.
Administration Building Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)
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
Ms. Villalobos, Recording Secretary
5. APPROVAL OF MINUTES:
Regular Meeting Minutes of July 9, 2018
Special Meeting Minutes of July 25, 2018 (p. 3)
6. BUILDING INSPECTOR'S REPORT Mr. Swordes
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 4-6)
 - a. Discuss and vote to approve/deny permit for Unit 235-E (p. 7)
 - b. Discuss and vote to approve/deny permit for Unit 227-E (p. 8)
 - c. Discuss and vote to approve/deny permit for Unit 211-C (p. 9)
 - d. Discuss and vote to approve/deny permit for Unit 228-D (p.10)
 - e. Discuss and vote to approve/deny permit for Unit 211-I (p. 11)
 - f. Discuss and vote to approve/deny permit for Unit 214-K (p. 12)
 - g. Discuss and vote to approve/deny permit for Unit 215-K (p. 13)
 - h. Discuss and vote to approve/deny permit for Unit 235-L (p. 14)
7. GRF REPRESENTATIVE Mr. Dodero
8. **UNFINISHED BUSINESS**
 - a. Discuss and vote on Estimate to Re-paint Curbs and Parking Lot (p. 15)
 - b. Discuss and vote to amend Policy 7405.09 – Flooring and Floor Covering Permits (p. 16-21)
 - c. Update Cabinet Rentals
 - d. Update Board Communications – email and phone service

STAFF BREAK BY 11:00 a.m.

9. **NEW BUSINESS**
 - a. Discuss what information to gather at Fire & Safety Inspections
 - b. Discuss Laundry Room Standards
 - c. Discuss Flyer - Repair Information
 - d. Discuss Committee assignments
 - e. Discuss Holiday Party
 - f. Discuss and vote to adopt Policy 7490.pb.09 – Payment and Performance Bond (p.22-23)
 - g. Discuss and vote to approve/deny Mr. C's towing agreement for 2018-2019 (p.24)
 - h. Discuss and vote to adopt Policy 7541 – Co-Occupants, Qualified Permanent Residents and Health Care Providers (p.25-40)

10. SECRETARY / CORRESPONDENCE Ms. Mayer

11. CHIEF FINANCIAL OFFICERS REPORT Mrs. Turner

12. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins

13. ANNOUNCEMENTS
 - a. **NEXT REGULAR MEETING: Monday, September 10, 2018**
Administration Building Conference Room A
 - b. **Special Meeting, Wednesday, September 26, 2018**

14. COMMITTEE REPORTS

15. DIRECTORS' COMMENTS

16. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)

17. ADJOURNMENT

18. EXECUTIVE SESSION

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

SPECIAL MUTUAL NINE MEETING
CLUBHOUSE 3, ROOM 9
MEETING MINUTES
JULY 25, 2018

1. Meeting called to order at 9:33 AM on Wed July 25, 2018
2. Shareholder comments
3. Roll Call – Attendance
 - a. Debra Schnaufer
 - b. Diane McFadden
 - c. Paul McCown
 - d. Pam Turner
 - e. Marjorie Doderio
 - f. Beth Mayer
4. Unfinished Business
 - a. Discuss rental price of emergency storage cabinets in laundry room need to finalize contract
 - i. To be discussed at board meeting
 - b. Discuss charging for building permit change orders on hold more discussion
 - c. Discuss policy 7405.9 flooring – will be on meeting agenda for a vote
 - d. Discuss curb and parking painting –on meeting agenda for a vote for NTE costs
5. New Business
 - a. Discuss e mail communication and phone communication – holding off until we discuss with Golden Rain
 - b. Discuss water heater replacement – attorney response
 - c. Discuss Laundry room standards – Ms. McFadden to discuss details at board meeting
 - d. Discuss possible committee assignments on an ongoing basis – Ms. McFadden to look into further
 - e. Holiday party flyer – save the date to be included in the Mutual Nine newsletter. More information to come regarding the party
 - f. Discuss phone list for shareholders to call for emergencies and for calling their directors revised list by Ms. Mayer
 - g. Discuss topics for August 13th board meeting
6. Shareholders comments
7. Adjourned meeting 11:30

Attest: Beth Mayer, Secretary
SEAL BEACH MUTUAL NINE
ka:08/07/18

ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
226A		04/03/18	07/19/18	07/26/18			
226 G		11/24/17	02/22/18	03/01/18	03/15/18	04/09/18	
214 K		12/26/18	02/27/18	02/28/18	03/14/18	03/20/18	
219 H		02/27/18	03/27/18	04/16/18	04/16/18		
231 I		02/02/18	04/06/18	04/11/18	04/25/18		
206 G		05/30/18	06/28/18	06/29/18			
222 G		04/12/17					
223 F		03/19/18					
228 L		06/27/18	07/16/18	07/16/18	07/18/18		
235 E		12/29/17	07/02/18	07/03/18	07/18/18		
215 L		03/06/18					
218 K		01/16/18					
221 L		02/02/18					
222 A		01/23/18					
212 K		06/08/18					
232 E		06/20/18					
226 L		06/21/18					
216 B		06/21/18					
208 A		06/20/18	07/23/18	07/30/18			
227 G		07/16/18					
206 F		08/06/18					
236 D		08/06/18					
216 K		07/10/18					

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

CONTRACTS

CONTRACTOR	PROJECT
PINNACLE	JULY 1ST 2018-JUNE 30TH 2021
ERC	JULY 9TH-JULY 30TH BLDGS 215-218 ABATEMENT
FENN PEST CONTROL	APPROVED BY BOD 6/12/17
NELSON PLUMBING (REPIPE)	COMPLETED IN MAY
KRESS	JULY 16TH -AUGUST 6TH 2018 PAINT BLDGS 215-218
NELSON PLUMBING (REPIPE)	BLDGS 215-218 JULY 10TH-AUGUST 2ND

SITE VISITS

UNIT NUMBER	REASONS
JUNE 11TH MUTUAL MONTHLY MEETING	GAVE INSPECTORS REPORT
JUNE 13TH 215 D	BATH SKYLIGHT LEAK/PUT IN W.O AND PAINT ORDER
JUNE 13TH 235 D	WATER HEATER NO HOT WATER/PUT IN W.O W S.M.
JUNE 13TH 230 G	LEAK AT DISHWASHER TO DISPOSAL CONNECTION/NELSON WILL
JUNE 13TH 231 i	L.W DÉCOR CHANGE ORDER FOR INSTALL OF TWO VANITY LIGHT
JUNE 14TH 213 C	PUT IN W.O WITH S.M. FOR NEW STOVE TOP
JUNE 14TH	CHECKED ON THE PROGRESS OF TRUST 1 AT 206 F
JUNE 20TH 224 K	OVERSEE INSTALL OF SHAREHOLDERS NEW KITCHEN AND BATH SINKS
JUNE 28TH 226 D	CEILING PAINT AT BEDROOM FROM OLD ROOF LEAK
JUNE 28TH AND 7/2 213 F	SEAL OF UNIT FROM RODENT PROBLEM/CALLED FENN AND S.M.
JUNE 29TH 9-226 G AND 209 i	PUT IN W.O WITH S.M FOR BROKEN WALK LIGHTS IN MUTUAL
JUNE 29TH 235 G	REDTAGGED LOS AL BUILDERS FOR NO PRE INSPECTIONS AND UNPERMITTED WORK/2 LIGHTS/VENEER AND GARDEN LINE
JUNE 29TH 227 E	SERVICE SHOWER VALVE AND HEAD/LOW PRESSURE
JUNE 29TH 216 B	ELECTRICIAN TO CHECK OUT OVEN PROBLEM
JULY 2ND 209 i	PUT IN W.O FOR STOVE VENT/BULB/BURNERS/WATER HEATER
JULY 2ND BLDG 215	POSTED BUILDING FOR PIPEING AND SHUTOFF VALVES/PAINT
JULY 9TH BLDG 215	UNLOCKED/LOCKED BLDG FOR ERC ABATEMENT
JULY 9TH ADMIN	MEETING FOR INSPECTORS REPORT(MONTHLY)

SITE VISITS

UNIT NUMBER	REASONS
JULY 9TH BLDG 216	POSTED BUILDING FOR PIPEING AND SHUTOFF VALVES/PAINT
JULY 9TH PHYSICAL PROP	SIGNED CONTRACT FOR PINNACLE
JULY 10TH BLDG 215	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 11TH BLDG 215	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 12TH BLDG 215	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 16TH BLDG 215	UNLOCKED/LOCKED BLDG FOR PAINTERS
JULY 16TH BLDG 216	UNLOCKED/LOCKED BLDG FOR ERC ABATEMENT
JULY 17TH BLDG 216	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 17TH BLDG 217	POSTED BUILDING FOR PIPEING AND SHUTOFF VALVES/PAINT
JULY 17TH 230 L	HAD CRACKED CEILING IN UNIT FIXED FROM REPIPE
JULY 17TH 228 J	PUT IN W.O WITH KAREN FOR CRACK IN SHOWER WALL
JULY 18TH BLDG 216	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 19TH BLDG 216	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 23RD BLDG 216	UNLOCKED/LOCKED BLDG FOR PAINTERS
JULY 23RD BLDG 217	UNLOCKED/LOCKED BLDG FOR ERC ABATEMENT
JULY 23RD 235 E	CONCERNS OVER SKYLIGHT AND SHADES/WINDOWS
JULY 23RD 219 H	WANTED CONTRACTORS LIST
JULY 24TH BLDG 217	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 26TH BLDG 217	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
JULY 26TH BLDG 218	POSTED BUILDING FOR PIPEING AND SHUTOFF VALVES/PAINT
JULY 26TH 230 G	FIX DISHWASHER HOSE
JULY 30TH BLDG 217	UNLOCKED/LOCKED FOR PAINTERS
JULY 30TH BLDG 218	UNLOCKED/LOCKED BLDG FOR ERC ABATEMENT
JULY 30TH 218 J	HAD HECTOR FROM MAINTENANCE HELP WITH SHAREHOLDER
JULY 31ST BLDG 218	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
AUGUST 1ST BLDG 218	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
AUGUST 2ND BLDG 218	UNLOCKED/LOCKED BLDG FOR PIPEING PROJECT
AUGUST 6TH BLDG 218	UNLOCKED/LOCKED FOR PAINTERS

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 235-E (BUILDING INSPECTOR REPORT ITEM A)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 235-E

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 227-E (BUILDING INSPECTOR REPORT ITEM B)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 227-E

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 211-C (BUILDING INSPECTOR REPORT ITEM C)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 211-C

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 228-D (BUILDING INSPECTOR REPORT ITEM D)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 228-D

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 211-I (BUILDING INSPECTOR REPORT ITEM E)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 211-I

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 214-K (BUILDING INSPECTOR REPORT ITEM F)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 214-K

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 215-K (BUILDING INSPECTOR REPORT ITEM G)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 215-K

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY PERMIT FOR UNIT 235-L (BUILDING INSPECTOR REPORT ITEM H)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny the permit for Unit 235-L

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE ON ESTIMATE TO RE-PAINT CURBS AND PARKING LOT
(UNFINISHED BUSINESS ITEM A)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Nine accepts the estimate from _____ to Re-paint the curbs and parking lot at a cost not to exceed \$_____.

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND POLICY 7405.09 – FLOORING AND FLOOR COVERING PERMITS (UNFINISHED BUSINESS ITEM B)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

At the August 13, 2018, Board Meeting, the Board of Directors will vote to amend Policy 7405.09 – Flooring and Floor Covering Permits

I move to amend Policy 7405.09 – Flooring and Floor Covering Permits on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Flooring and Floor Covering Permits - Mutual Nine**

RESOLVED, Effective immediately that Mutual Nine (9) requires a GRF Building Permit for all floor covering, including carpet, installed at shareholder expense. Both interior and patio/porch floor covering require a GRF Building Permit. All installed flooring must have attached to the permit the flooring manufacturer's specifications.

Reasons for this requirement include:

- Assurance that no asbestos containing material is removed or comprised.
- No Mutual Property is damaged.
- Interior/Exterior Patio/Porch flooring is appropriate (for example, if tile on patio and interior of the unit it must have a nonskid rating (C.O.F. min. 6.0. wet and .65 dry)
- Shareholder understands what is and what is not allowed.
- Shareholder understands that Mutual Nine (9) is not responsible for damage to or failure of flooring purchased and installed at any time by a shareholder.

FURTHER, That this RESOLUTION dated January 01-25-2017 be attached to the permit and signed by the shareholder and installer or contractor.

Shareholders Responsibility for Flooring Upgrades or Change

Personal Property/Liability Insurance – Mutual Nine Policy 7701.9 states: 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.

When-If damage occurs to a Unit's flooring, and the Shareholder believes that the Mutual may have an obligation regarding such damage, the following steps must be taken:-

1. The Shareholder will call their HO6 Insurance Company and have their Adjuster estimate the damage, depreciation and value of the flooring. A copy of the estimate/claim from the Shareholders Insurance Company will be given to the Mutual. If the Shareholder does not have HO6 Insurance, (their are in violation of their Occupancy Agreement), or refuses to contact their HO6 Insurance Company and present the estimate/claim to the Mutual the Mutual will then only pay for Standard Original building Material replacement which was linoleum tile. ONLY in the rooms were the damage occurred. ONLY, for the original (standard) square footage of the room when the building were originally built.

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Flooring and Floor Covering Permits - Mutual Nine**2

1. The Shareholder must submit a written request to the Mutual for an evaluation of the flooring and damage at issue. The request must contain the date of the damage, the cause of such damage as understood by the Shareholder, the specific location of the damage, and any other relevant information. If photos or diagrams of the area are available, those should be included with the request.

2. Within [days] of receiving such request, GRF, Physical Property will send an Inspector/Contractor to determine the cause of the damage, square footage ~~which is of the~~ damaged area, type of flooring ~~damaged~~, condition of flooring in general, and check for flooring or building permits issued for the unit. ~~The Inspector/Contractor will and then estimate provide~~ ~~the a~~ scope of the work to repair ~~along with an estimate for the costs~~. A copy of this information will be given to the Shareholder.

323. If the damage was caused by the Shareholder or ~~their his/her~~ Contractor or ~~quests~~ due to repairs, remodeling, appliances or negligence, etc., the Shareholder will be responsible for the damage and repair costs, ~~including for any and any~~ ~~damaged done~~ to other units or Mutual property.

434. If the damage was caused by Mutual owned ~~material components~~, (roofing, plumbing, water heater, etc.), the Mutual will pay the ~~depreciated value, or~~ square foot price of standard ~~building materials linoleum tile~~ and ~~Labor only~~ for the flooring, ONLY in the rooms where the damage occurred, ONLY, for the original ~~(standard)~~ square footage per room ~~when the building were as~~ originally built (see square footage below and Floor plan attached). ~~Only f~~For Properly Permitted Expansions, ~~at the depreciated value or the Mutual will pay the~~ square foot price of standard building materials and ~~L~~labor only. The Price of Labor and the price of Standard material for replacement will be determined by the Board of Directors of Mutual Nine at the going rates at the time of damage.

~~5. The Mutual will not replace or pay the cost of seamless flooring. All flooring replacement will have a transition/break between the rooms (see square footage below with room description and attached Floor Plan) that are replaced by the Mutual.~~

65. The Estimate/Claim from the ~~HO6 Insurance Company and the~~ Physical Property/Contractor reports will then go to the NEXT meeting of the Board of Directors of the Mutual ~~Nine~~ to be reviewed. Once the Board of Directors of the Mutual ~~Nine~~ has made their determination, ~~taken into account the about steps~~, the Shareholder will be sent a letter with the Boards decision.

6. The Mutual will not replace or pay the cost of ~~upgraded and/or~~ seamless flooring. All flooring replacements will have a transition/break between the rooms (see square footage below with room description and attached Floor Plan) that are replaced by the Mutual.

MUTUAL OPERATIONS**AMEND****PHYSICAL PROPERTY****Flooring and Floor Covering Permits - Mutual Nine**

7. If the Shareholder prefers replacement of the flooring with the upgraded material, the Shareholder may contact their HO6 Insurance Company to file a claim. A copy of the estimate/claim from the Shareholders Insurance Company must be given to the Mutual. Shareholders without HO6 Insurance are in violation of their Occupancy Agreement.

ORIGINAL SQUARE FOOTAGE OF THE ROOMS (*See attached Floor Plan)**ONE BEDROOM UNIT**136 Sq. Ft. Kitchen58 Sq. Ft. Hall55 Sq. Ft. Bathroom132 Sq. Ft. Bedroom183 Sq. Ft. Living Room138 Sq. Ft. Patio**TWO BEDROOM UNIT**136 Sq. Ft. Kitchen58 Sq. Ft. Hall55 Sq. Ft. Bathroom132 Sq. Ft. Bedroom186 Sq. Ft. Living Room151 Sq. Ft. Den341 Sq. Ft. Patio

1. Occupancy Agreement Article 1 (d) states: "...Members shall be responsible for obtaining **personal** property insurance for the purpose of insuring Member's personal property within Members' dwelling unit, alterations made to dwelling unit by Member during the term hereof, and alterations made to the dwelling unit by previous occupants thereof."

2. Occupancy Agreement Article 11(a), sets forth the repair and maintenance obligations of the **shareholder's-members** with respect to their units. Subsection (3) states: "Any repairs or maintenance of improvement and component parts thereof that were added by member or previous member(s) (whether within the interior or exterior to the unit) and other added items within the interior surfaces of the perimeter walls, floors and ceiling of the dwelling unit"..."

MUTUAL OPERATIONS

AMEND

PHYSICAL PROPERTY

Flooring and Floor Covering Permits - Mutual Nine

3. Mutual Policy 7505.09 states; "... 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 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, ..."

4. Mutual Policy 7701.9, states: "Shareholders, whether residing in their unit or not, shall carry 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 Responsibility for Flooring Upgrades or Changes

5. For further Insurance information please look at Leisure World website under GRF Documents then the file for Master Insurance Policy.

FURTHER, That this RESOLUTION dated ~~January 01-25-2017~~ Current date be attached to the permit and signed by the shareholder and installer or contractor. FURTHER, That the Shareholder in signing this attached document is agreeing to follow the Policy, purchase HO6 Insurance (if not already purchased) and understands their responsibilities in with respect to changing the flooring in their units flooring.

Shareholder:

Signature: _____ Apt# _____

Print Name: _____ Date: _____

Installer/Contractor:

Company Name: _____ License No. _____

Signature: _____ Date _____

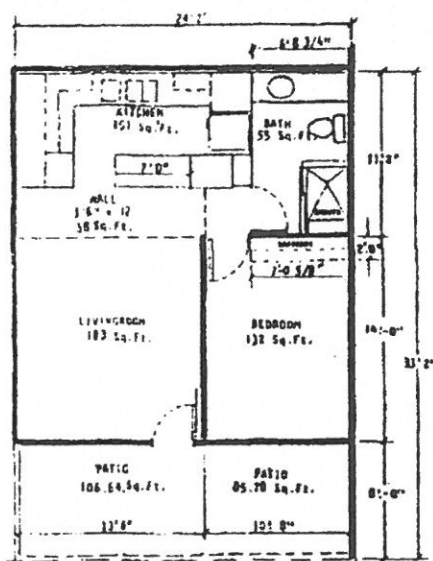
Print Name: _____ Date: _____

MUTUAL OPERATIONS

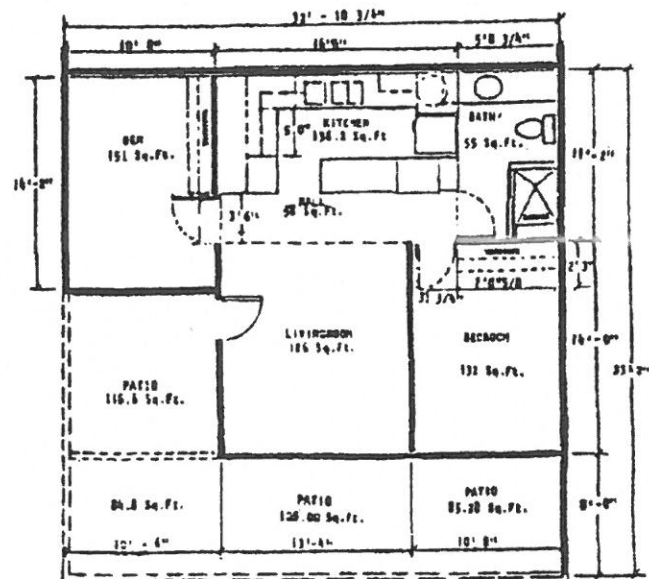
PHYSICAL PROPERTY

Flooring and Floor Covering Permits - Mutual Nine

BASIC ONE and TWO BEDROOMS



One Bedroom



Two Bedroom

MUTUAL ADOPTION:

NINE: 06-12-17

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS/VOTE TO ADOPT POLICY 7490.PB.09 – PAYMENT AND PERFORMANCE BOND (NEW BUSINESS ITEM F)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

I move to adopt Policy 7490.pb.09 – Payment and Performance Bond on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS

ADOPT DRAFT

PHYSICAL PROPERTY

Payment and Performance Bond – Mutual Nine

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

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

DRAFT

MUTUAL

ADOPTION

NINE:

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY MR. C'S TOWING AGREEMENT FOR 2018-2019 (NEW BUSINESS ITEM G)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

At the August 14, 2017, Board Meeting the Mutual Nine Board of Directors passed the following resolution; *RESOLVED, To have the President of Mutual Nine sign Mr. C's Towing Agreement effective 2017-2018.*

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

Mutual Corporation No. Nine

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT POLICY 7541 – CO-OCCUPANTS, QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS (NEW BUSINESS ITEM H)
DATE: AUGUST 13, 2018
CC: MUTUAL FILE

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

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

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

1. Co-Occupants

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

2. Qualified Permanent Residents

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

3. Health Care Providers

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

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

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

1. Co-Occupants

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

2. Qualified Permanent Residents

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

3. Health Care Providers

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

Policy

Adopted: 31 Jan 95

Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

(May 18)

COMMUNITY OPERATIONS

RESIDENT CO-OCCUPANTS

Co-Occupant Agreements

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

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

Policy

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

GOLDEN RAIN FOUNDATION
Seal Beach, California

Application & Approval Co-Occupant

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

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

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

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

ID Card Received: _____ Date _____ Staff _____

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

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder-Member Signature

x _____ Date: _____
Shareholder-Member Signature

Application & Approval
Co-Occupant

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

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

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

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

Co-Occupant Application

Golden Rain Foundation
Stock Transfer Office

Mutual/Unit: _____

Confidential Information
Maintained In GRF Corporate File

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

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

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

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

Co-Occupant Application

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

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

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

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

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Agreement

Mutual & Unit: _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. CARRYING CHARGES

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

ARTICLE 3. OCCUPANCY AGREEMENT

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

Co-Occupant Agreement

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

ARTICLE 4.

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

ARTICLE 5.

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

ARTICLE 6.

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

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

ARTICLE 7.

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

Co-Occupant Agreement

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No. _____ Unit No. _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. OCCUPANCY AGREEMENT

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

QUALIFIED PERMANENT RESIDENT AGREEMENT

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

ARTICLE 3.

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

ARTICLE 4.

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

ARTICLE 5.

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

QUALIFIED PERMANENT RESIDENT AGREEMENT

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

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

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

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

SHAREHOLDER-MEMBERS NAMES _____

MUTUAL _____ UNIT _____

1. Name of Qualifying Permanent Resident: _____
2. Address of Qualifying Permanent Resident: _____
3. Reason for request to admit Qualifying Permanent Resident (QPR):

4. Is the QPR the spouse or cohabitant of one of the Shareholder-Members? _____
5. Does the QPR have an ownership interest in the Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership? _____
If yes, please describe the basis of the ownership interest and attach a copy of any documents showing such ownership interest (attach a separate page if necessary)

6. Does the QPR have an expectation of an ownership interest in the Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership? _____
If yes, please describe the source or basis of the expectation of an ownership interest and attach a copy of any document which describes or reveals the basis for such expectation of ownership (attach a separate page if necessary). _____

The Mutual requires that the **Qualifying Permanent Resident** be **interviewed** by a member of the Board of Directors. You will be contacted to schedule an appointment for the interview. Please provide a telephone number:

PHONE: _____

We certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at **Seal Beach**, California.

QUALIFIED PERMANENT RESIDENT (QPR)

Print Name of QPR Authorized Signature Date: _____

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

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

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

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

APPROVED DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By _____ Title _____ Date _____
(Authorized Signature)