

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL FIFTEEN**  
**August 20, 2018**  
**Meeting begins at 1:00 p.m.**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. BOARD ROOM DECORUM
3. SHAREHOLDER COMMENTS (2-3 minutes per shareholder. Agenda items only)
4. ROLL CALL
5. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):
  - Ms. Hopkins, Mutual Administration Director
  - Mr. Weaver, Facilities Director
  - Mr. Rudge, Physical Property Manager
  - Mr. Antisdell, Building Inspector
  - Mrs. Aquino, Recording Secretary
6. APPROVAL OF MINUTES:  
**Regular Board Meeting Minutes of July 16, 2018**
7. BUILDING INSPECTOR'S REPORT Mr. Antisdell  
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 3-4)
8. **GUEST SPEAKERS** **Mr. Weaver / Mr. Rudge**
  - a. Update on Curb Painting and Signage
9. GRF REPRESENTATIVE
10. **UNFINISHED BUSINESS**
  - a. Discuss and vote to ratify adopted/posted Policy 7480.15 – Architectural Standards (p. 5-8)
  - b. Discuss and vote to amend Policy 7531.15 – Inspection of Vacant, Unoccupied or Seasonal-Use Units (p. 9-10)
  - c. Discuss and vote to ratify amended/posted Policy 7557.15 – Caregivers (p. 11-13)
  - d. Ratify phone poll vote taken on July 17, 2018 regarding tree removal (p. 14)
11. **NEW BUSINESS**
  - a. Discuss and vote to approve/deny the appointment of a new Mutual Fifteen GRF Representative (p. 15)
  - b. Appointment of Vacant, Unoccupied or Seasonal-Use Units Inspection Committee (p. 16)
  - c. Appointment of Landscape Policy Review Committee (p. 17)
  - d. Discuss and vote to approve/deny the Annual GCARP (General Counsel Attorney Retainer Program) (p. 18)
  - e. Discuss and vote to approve/deny Per Diem/Per Person Monetary Allocation for Emergency Accommodations (p. 19)

**STAFF BREAK BY 3:00 p.m.**

**NEW BUSINESS (continued)**

- f. Discuss and vote on revisions of Mutual Fifteen Roster (p. 20)
- g. Discuss and vote to approve/deny Mr. C's Towing agreement for 2018-2019 (p. 21)
- h. Discuss and vote to approve/deny amount of additional guest passes for 2019 (p. 22)
- i. Discuss and vote to adopt Policy 7541 – Co-Occupants, Qualified Permanent Residents and Health Care Providers (p. 23-38)

- 12. SECRETARY / CORRESPONDENCE Mr. Gildner
- 13. CHIEF FINANCIAL OFFICERS REPORT Mr. Harlow
  - a. Discuss and vote to approve/deny the transfer of funds from Capital to Appliance Reserves (p. 39)
- 14. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
- 15. ANNOUNCEMENTS
  - a. **Next Meeting: Monday, September 17, 2018 1:00 p.m.  
Administration Building, Conference Room A**
- 16. COMMITTEE REPORTS
- 17. DIRECTORS' COMMENTS
- 18. SHAREHOLDER(S') COMMENTS (2-3 MINUTES)
- 19. ADJOURNMENT
- 20. EXECUTIVE SESSION

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



# INSPECTOR MUTUAL REPORT

MUTUAL: (15) FIFTEEN

INSPECTOR: **Jerry Antidel**

40-A		06/28/18					
40-F		03/20/18					
42-M		05/25/18					

SHADED AREAS HAVE BEEN SIGNED OFF

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

## CONTRACTS/PROJECTS

SEWER CLEANING WITH EMPIRE PIPE CONTRACT GOOD THROUGH 2020	
BUDGET COST TO REPLACE 18 ONE STORY ROOFS \$900.000	
JOHNS LANDSCAPE CONTRACT GOOD THROUGH 2019	
PEST /TERMITE CONTRACT GOOD THROUGH 2020	
DRYER CONTRACT WITH WASH MULTIFAMILY GOOD THROUGH 2022	
RF LIFT CONTRACT GOOD THROUGH 2018	
15-8-H FIRE REBUILD IS COMPLETE	
URBAN CROSSROADS SHOULD HAVE A PRICE FOR CURB PAINTING FOR THE MEETING	
CALLS AND VISITS TO UNITS 56	

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO RATIFY ADOPTED/POSTED POLICY 7480.15 –  
ARCHITECTURAL STANDARDS (UNFINISHED BUSINESS ITEM A)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the July 16, 2018, Board Meeting, the Board of Directors adopted Policy 7480.15 – Architectural Standards.

The 30–day posting requirement has been met and on August 20, 2018, the Board of Directors will vote to ratify the adopted/posted Policy 7480.15 – Architectural Standards (attached).

***I move to ratify adopted/posted Policy 7480.15 – Architectural Standards.***

**MUTUAL OPERATIONS****ADOPT DRAFT****PHYSICAL PROPERTY****Architectural Standards**

Civil Code §4760 explains the shareholder's right to improve or modify their separate interest subject to the governing documents, applicable law and issues of structural and mechanical integrity as well as support of any portions of the common interest development. Explanation of Mutual Fifteen's review procedures outlined in §4765 appears below.

**A. REQUIREMENTS AND LOCATION IN GOVERNING DOCUMENTS**

You must obtain architectural approval for any change in the exterior of your unit, any structural alterations to the interior and plumbing or electrical alterations or any change in the common area. Most architectural provisions are included in the 7400 PHYSICAL PROPERTY Section of the 7000 SERIES POLICIES, RULES AND REGULATIONS. See also 7502.15, 7507.15, in the 7500 SHAREHOLDER REGULATIONS Section. These policies are available at [www.lwsb.com](http://www.lwsb.com), the Leisure World Library or from a Mutual Fifteen Director.

**The Member shall not, without the written consent of the Corporation, make any structural alterations in the premises, or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.** (Occupancy Agreement, Article 12). "Premises include your unit and the common area.

**B. PROCEDURES**

Small alterations, for example changing a garden border from concrete scallops to brick, require only written Board approval on the Policy 7480.15.1 – Architectural Standards – Approval Form. Any significant change or addition requires a GOLDEN RAIN FOUNDATION BUILDING PERMIT.

Typically, the Member engages a contractor who has complied with or complies with the GRF CONTRACTOR REQUIREMENTS. The contractor submits plans to the Mutual's GRF Building Inspector. The permit is then prepared and, after approval, signed by the designated Mutual Director, the Owner/Member, the Contractor and the GRF Building Inspector. The Contractor, if required, will obtain City permits. Approval of GOLDEN RAIN FOUNDATION BUILDING PERMIT does not constitute approval by the City, nor does approval by the City constitute approval by GOLDEN RAIN FOUNDATION. No work of any kind that requires a GRF or Mutual Building Permit may be commenced anywhere in Mutual Fifteen until said permit has been fully executed and posted fully visible from the exterior. Non-compliance may result in immediate shut down of the job.

**MUTUAL OPERATIONS****ADOPT DRAFT****PHYSICAL PROPERTY****Architectural Standards**

Permits for any construction work valued at more than \$10,000 to be performed in Mutual Fifteen shall require a Performance Bond that shall provide sufficient funds to Mutual Fifteen to complete that work in the event it is not completed by the date stated in the permit for any reason, if

1. The contractor is not listed on the GRF Physical Property List of Approved Contractors, and
2. The contractor has not been completing more than \$100,000 in contracts in Leisure World, Seal Beach per year for the last three years.

The Owner/Member and the Mutual Director sign the NOTICE TO RESIDENT OF AGREEMENT section of the permit that informs the Owner/Member that they and any successors are totally responsible for the alteration and its maintenance. The Contractor and Building Inspector sign the section that details Contractor responsibilities.

Mutual Fifteen will, whenever practicable, sign permits where there are established precedents for the work to be performed within one week of the Building Inspector's approval. Unless circumstances cause further delay, decisions on contracts where there are special considerations including, but not limited to, those described in Policy 7411.15 – New Plan Concepts and Changes will be made by the next Regular Monthly Meeting of the Mutual Fifteen Board of Directors that occurs after that one-week period.

If an application for an alteration is not approved, the reason for disapproval and the maximum time for response or, if required, request for reconsideration shall be provided to the owner/members within ten days. The Owner/Member's rights if a proposed change is disapproved are located in California Civil Code §4765.

Once all requirements have been met, the contractor must display the GOLDEN RAIN FOUNDATION BUILDING PERMIT on the unit in a prominent location visible to passersby. Timely completion and approval are expected on all aspects of the alteration. Policy 7403.1 – Building Alterations or Additions as amended and updated explains expectations and penalties.

**C. ATTACHMENT**

1. Golden Rain Foundation Building Permit

(See Mutual Fifteen Board Approval Form – Policy 7480.15.1)

**MUTUAL    ADOPTION****AMENDMENTS**

FIFTEEN:

(draft created on 7-11-18 ka)

**MUTUAL OPERATIONS**

**ADOPT DRAFT**

**PHYSICAL PROPERTY**

**Architectural Standards**

Fee: \_\_\_\_\_ **GOLDEN RAIN FOUNDATION BUILDING PERMIT** Permit # \_\_\_\_\_  
 Sys. Entry \_\_\_\_\_

START DATE \_\_\_\_\_ MUTUAL \_\_\_\_\_ APT NO \_\_\_\_\_

COMPLETION DATE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

RESIDENT NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NATURE OF ALTERATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do not change or add to the above-specified alterations without proper written approval and change order from Physical Property Office

**NOTICE TO RESIDENT OF AGREEMENT**

This represents your official Building Permit. When you receive this permit, place it in a conspicuous location in or at your unit. No alteration may be started until this permit is posted. Do not remove this permit until final inspection is completed.

I, \_\_\_\_\_, Owner/Member of the above apartment do hereby agree to bear the expense of the above alteration and, in the event of my vacating this apartment, this alteration shall thereupon remain as part of the building.

I agree all work will comply with Foundation and Mutual Corporation policies, regulations and procedures. During my occupancy of the apartment, I will be free to use and enjoy the alteration within the framework of the Occupancy Agreement.

I agree that I will not look to Golden Rain Foundation or the Mutual Corporation for reimbursement for repair or maintenance of the alteration.

I also agree to be personally responsible for the repair and maintenance of the alteration, and authorize, in the event of my failure to perform, the Mutual Corporation to perform repairs or maintenance upon the alteration even though part of the alteration which has been authorized may be exterior to the interior surfaces of the perimeter walls, floors and ceiling of the dwelling unit.

Further, I agree that I will personally maintain the alteration and, in the event of my failure, after reasonable notice from the Mutual Corporation in the event that the Mutual Corporation performs any repairs or maintenance upon the alteration, I will immediately pay the Mutual Corporation upon being billed.

I will, in the event of sale or transfer, obtain the consent of the new owner/member(s) to become personally responsible for the repair and maintenance of the alteration herein provided.

Mutual Director's Signature \_\_\_\_\_ Date \_\_\_\_\_ Owner/Member Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO CONTRACTOR** - Contractor performing this work is required to maintain insurance in such amounts as may be deemed adequate by the Physical Property Office, considering the nature of the work which is undertaken. Prior to the issuance of this Building Permit, Certificates of Insurance and Endorsements, together with Contractor's licenses issued by the State of California and the city of Seal Beach, must be filed with the Physical Property Office.

**CONTRACTOR MUST CALL PHYSICAL PROPERTY OFFICE FOR INSPECTIONS WHEN JOB IS READY.**

City of Seal Beach Permit Required?  Yes  No PERMIT # \_\_\_\_\_

For final inspection, Contractor must call both the Physical Property Office and City of Seal Beach for a joint final inspection. (24 hours Notice is Required)

**NOTICE:** Contractor must furnish copy of City of Seal Beach Permit with Valuation Amount before start of job. Contractor must furnish Lien Release to Physical Property Office upon completion of alterations.

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_ GRF Inspection Supervisor, Physical Property Office \_\_\_\_\_ Date \_\_\_\_\_

NOTE: THIS PERMIT IS NOT VALID UNLESS IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PHYSICAL PROPERTY DEPARTMENT AND IT COMPLIES WITH ALL CITY AND LOCAL ORDINANCES

**CALL FOR INSPECTION OF THE FOLLOWING**

	Approved By	Date		Approved By	Date
<b>BUILDING</b>			Landscaping		
Footing	_____	_____	Lock Box w/key	_____	_____
Framing	_____	_____	<b>ELECTRICAL WORK</b>		
Wood Treatment	_____	_____	Rough Wiring	_____	_____
Shear Panel	_____	_____	Final Inspection	_____	_____
Insulation	_____	_____	<b>HVAC</b>		
Roof Sheathing	_____	_____	Rough Wiring	_____	_____
Roof	_____	_____	Final Inspection	_____	_____
Flashing	_____	_____	Rodent Proofing	_____	_____
Lathing	_____	_____	<b>PLUMBING</b>		
Dry Wall	_____	_____	Ground Work	_____	_____
Scratch Coat	_____	_____	Rough Plumbing	_____	_____
Brown Coat	_____	_____	Finish Work	_____	_____
Finish Plastering	_____	_____	Sprinklers	_____	_____
Miscellaneous	_____	_____	<b>FINISH BUILDING</b>		
T&C Approval	_____	_____			

Final System Entry \_\_\_\_\_

REV 08/11

(OFFICE COPY) Return to Physical Property prior to start date

(draft created on 7-11-18 ka)

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO RATIFY AMENDED/POSTED POLICY 7531.15 –  
INSPECTION OF VACANT UNOCCUPIED OR SEASONAL – USE UNITS  
(UNFINISHED BUSINESS ITEM B)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the July 16, 2018, Board Meeting, the Board of Directors amended Policy 7531.15 – Inspection of Vacant Unoccupied or Seasonal – Use Units.

The 30–day posting requirement has been met and on August 20, 2018, the Board of Directors will vote to ratify the amended/posted Policy 7531.15 – Inspection of Vacant Unoccupied or Seasonal – Use Units (attached).

*I move to ratify amended/posted Policy 7531.15 – Inspection of Vacant Unoccupied or Seasonal – Use Units.*

**MUTUAL OPERATIONS****AMENDED DRAFT****RESIDENT REGULATIONS****Inspection of Vacant, Unoccupied or Seasonal-Use Units – Mutual Fifteen**

Any vacant, unoccupied or seasonal-use unit in Mutual Fifteen shall be inspected every three months by a Physical Property Inspectors and a Mutual Director assigned to the Inspection. Inspections shall be conducted during the months of January, April, July, and October, or as determined by the Mutual. The inspection in April may be waived during the years that fire/safety inspections are conducted. **A fee of \$75.00 will be charged to the shareholder.**

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

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

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

**MUTUAL ADOPTION**

FIFTEEN: 11-20-17

(draft created on 7-11-18 ka)

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO RATIFY AMENDED/POSTED POLICY 7557.15 –  
CAREGIVERS (UNFINISHED BUSINESS ITEM C)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the July 16, 2018, Board Meeting, the Board of Directors amended Policy 7557.15 – Caregivers.

The 30–day posting requirement has been met and on August 20, 2018, the Board of Directors will vote to ratify the amended/posted Policy 7557.15 – Caregivers. (attached).

***I move to ratify amended/posted Policy 7557.15 – Caregivers.***

MUTUAL OPERATIONS**AMENDED DRAFT****RESIDENT REGULATIONS****Caregivers (Mutual Fifteen Only)****1. Licensing Requirements**

- a. ~~In order to work as a caregiver in Mutual Fifteen, caregiver must 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 Fifteen must have a valid driver's license if driving a vehicle into Leisure World.~~

**1.2. 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 Leisure World.*
- 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 and dryers may be used at a time.
- e. Washed items are not allowed to be hung on patios.

(draft created on 7-11-18 ka)

**MUTUAL OPERATIONS****AMENDED DRAFT****RESIDENT REGULATIONS****Caregivers (Mutual Fifteen Only)**

- f. Part-time caregivers who use Mutual laundry facilities for their personal or family use will be permanently barred from Leisure World.

**4. General Requirements**

- a. Caregiver must cease any noise that could be considered disruptive after 10 p.m., i.e., no loud televisions, radios, or talking, so as not to disturb the quiet enjoyment of neighbors.
- 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.

**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.

**MUTUAL ADOPTION AND AMENDMENTS**

FIFTEEN: 20 Oct 08 19 Jan 09

(draft created on 7-11-18 ka)

Page 2 of 2

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO RATIFY THE PHONE POLL VOTE TAKEN ON JULY 17, 2018 REGARDING TREE REMOVAL (UNFINISHED BUSINESS ITEM D)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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On July 17, 2018, President Dunagan held a phone poll for the removal of two (2) trees at Unit 36-C.

***I move to ratify the phone poll vote taken on July 17, 2018, regarding the removal of two (2) trees at Unit 36-C, at a cost not to exceed \$2,800.***

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE/DENY THE APPOINTMENT OF A NEW  
MUTUAL FIFTEEN GRF REPRESENTATIVE (NEW BUSINESS ITEM A)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny the appointment of Phil Friedman as the Golden Rain Foundation (GRF) Representative for Mutual Fifteen until next years election.*

# Mutual Corporation No. Fifteen

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** APPOINTMENT OF VACANT, UNOCCUPIED OR SEASONAL- USE UNITS  
INSPECTION COMMITTEE (NEW BUSINESS ITEM B)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to appoint \_\_\_\_\_ (chair), \_\_\_\_\_,  
and \_\_\_\_\_ to the Mutual Fifteen Vacant Unoccupied or Seasonal  
– Use Units Inspection Committee.*

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** APPOINTMENT LANDSCAPE POLICY REVIEW COMMITTEE  
(NEW BUSINESS ITEM C)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to appoint \_\_\_\_\_ (chair), \_\_\_\_\_,  
and \_\_\_\_\_ to the Mutual Fifteen Landscape Policy Review  
Committee.*

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE/DENY THE ANNUAL GCARP (GENERAL COUNSEL ATTORNEY RETAINER PROGRAM) (NEW BUSINESS ITEM D)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny the annual GCARP (General Counsel Attorney Retainer Program) with Roseman Law, APC, effective immediately, at a cost not to exceed \$500, and authorize the Mutual President to sign the necessary documentation.*

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE/DENY THE PER DIEM/PER PERSON  
MONETARY ALLOCATION FOR EMERGENCY ACCOMMODATIONS  
(NEW BUSINESS ITEM E)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny the monetary allocation for Emergency Accommodations at a cost not to exceed \$160 per night lodging allowance , and \$40.00 per day meal allowance.*

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE ON REVISIONS OF MUTUAL FIFTEEN ROSTER  
(NEW BUSINESS ITEM F)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the August 20, 2018, Board meeting the Mutual Board of Directors will vote to amend the Mutual Roster by adding Director email addresses to the current Mutual Fifteen Roster.

***I move to approve/deny to amend the Mutual Fifteen Roster to include the addition of all Officers, Directors, and Advisory Director(s) email addresses.***

# *Mutual Corporation No. Fifteen*

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## MEMO

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**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 20, 2018  
**CC:** MUTUAL FILE

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At the August 22, 2017, Board meeting the Mutual Board of Directors passed the following resolution: *RESOLVED, To have the President of Mutual Fifteen 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. Fifteen

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE/DENY AMOUNT OF ADDITIONAL GUEST PASSES FOR 2019 (NEW BUSINESS ITEM H)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the October 16, 2017, Board meeting the Mutual Board of Directors passed the following resolution: *RESOLVED, To authorize the GRF Executive Director and/or the Mutual Administration Director to issue four (4) **ADDITIONAL** Guest Passes, in accordance with GRF Policy 5536.1-33. Each Guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of guest passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2018-2019.*

In accordance with GRF Policy 5536.1-33, up to four (4) additional guest passes may be issued to a Shareholder/Member per Policy terms and conditions. The GRF Executive Director and Mutual Administration Director, as agents for the Mutual Board, do hereby seek approval to issue up to four (4) Guest Passes or a lesser number of Guest Passes, as duly approved by the Mutual Board.

*I move to authorize the GRF Executive Director and/or the Mutual Administration Director to issue \_\_\_\_\_ **ADDITIONAL** Guest Passes, in accordance with GRF Policy 5536.1-33. Each Guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of Guest Passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2019.*

Date Board Approved: \_\_\_\_\_, 2018

Signature: \_\_\_\_\_, Print Name: \_\_\_\_\_  
**Board President or Secretary**

# *Mutual Corporation No. Fifteen*

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## MEMO

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**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 I)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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At the August 20, 2018, Board Meeting, the Board of Directors will vote to adopt Policy 7541 – Co-Occupants, Qualified Permanent Residents and Health Care Providers (attached).

***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  
 Amended: 31 Jan 95

**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:

- |   |           |
|---|-----------|
| <input type="checkbox"/> Sign Cover Sheet Disclosure  | Pages 1-2 |
| <input type="checkbox"/> Co-Occupant Application Form | Pages 3-4 |
| <input type="checkbox"/> 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.**

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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



GOLDEN RAIN FOUNDATION  
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

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\_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name of Shareholder-Member      Signature of Shareholder-Member

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Date \_\_\_\_\_ Interviewed by \_\_\_\_\_

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SEAL BEACH MUTUAL NO. \_\_\_\_\_

APPROVED       DISAPPROVED

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Signature)

**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)

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE/DENY THE TRANSFER OF FUNDS FROM  
CAPITAL TO APPLIANCE RESERVES  
(CHIEF FINANCIAL OFFICERS REPORT ITEM A)  
**DATE:** AUGUST 20, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny the transfer of funds in the amount of \$5,000 from Capital to Appliance Reserves.*