

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL FIFTEEN**  
**October 15, 2018**  
**Meeting begins at 1:00 p.m.**  
**Administration Building, Conference Room A**

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):  

Mr. Friedman, GRF Representative  
Ms. Miller, Director of Finance  
Ms. Hopkins, Mutual Administration Director  
Mr. Antisdell, Building Inspector  
Mrs. Aquino, Recording Secretary
6. APPROVAL OF MINUTES:  
**Regular Board Meeting Minutes of September 17, 2018**
7. BUILDING INSPECTOR'S REPORT Mr. Antisdell  
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 3-4)
  - a. Update re-roofing costs 2019
  - b. Update curbside painting
8. **GUEST SPEAKER** Ms. Miller
  - a. Discuss and vote to approve/deny the 2019 Mutual Budget (p. 5)
  - b. Discuss and vote to accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit (p. 6)
9. GRF REPRESENTATIVE Mr. Friedman
10. **UNFINISHED BUSINESS**
  - a. Ratify phone poll vote taken on September 28, 2018 regarding treatment of Dallisgrass (p. 7)
11. **NEW BUSINESS**
  - a. Discuss and vote to amend Policy 7425.15 – Garden Areas (p. 8-13)
  - b. Discuss and vote to approve/deny the proposal submitted by Anguiano(p. 14)
  - c. Discuss and vote to have a Mutual Fifteen Directors Dinner (p. 15)
  - d. Discuss and vote to reschedule the February 2019 Regular Board Meeting (p. 16)
  - e. Extension of Telecommunications Agreement (p. 17-19)

(10-09-18 ka)

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

12. SECRETARY / CORRESPONDENCE Mr. Gildner
13. CHIEF FINANCIAL OFFICERS REPORT Mr. Harlow
14. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
15. ANNOUNCEMENTS  
**a. Next Meeting: Monday, November 19, 2018 1:00 p.m.  
Administration Building, Conference Room A**
16. COMMITTEE REPORTS  
a. Vacant Unoccupied or Seasonal Use Units Inspection Committee
17. DIRECTORS' COMMENTS
18. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)
19. ADJOURNMENT
20. EXECUTIVE SESSION

**STAFF WILL LEAVE THE MEETING BY 4:00 p.m.**

# INSPECTOR MUTUAL REPORT

MUTUAL: (15) FIFTEEN

INSPECTOR: Jerry Antidel

REPORT | OCTOBER 15TH

## PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
2-C	REMODEL	BOTH	03/26/18	08/31/18	NO	NONE	PIP PLUMBING AND CONSTR.
2-C	BLOCK WALL PATIO	BOTH	08/01/18	09/28/18	NO	NONE	PIP PLUMBING AND CONSTR.
3-E	HEAT PUMP	BOTH	07/09/18	10/09/18	NO	NONE	GREENWOOD
3-P	DRYWALL LIVINGROOM	BOTH	08/21/18	10/21/18	NO	09/28/18 FINAL	CGR CONSTRUCTION
5-P	WINDOWS	BOTH	09/18/18	10/18/18	NO	NONE	SWENMAN
7-D	REMODEL	BOTH	09/10/18	10/26/18	NO	NONE	BERGKVIST
10-R	HEAT PUMP	BOTH	10/10/18	11/10/18	NO	NONE	ALPINE
12-A	HEAT PUMP	BOTH	08/31/18	11/30/18	NO	NONE	GREENWOOD
12-A	SHOWER CUT DOWN	BOTH	10/30/18	11/30/18	NO	NONE	NUKOTE
13-A	MICROWAVE	BOTH	10/08/18	12/10/18	NO	NONE	LOS AL BLDRS
16-P	SECURITY/ENTRY DOORS	BOTH	07/30/18	10/10/18	NO	NONE	LW DECOR
18-B	SOLATUBE	BOTH	10/01/18	12/29/18	NO	NONE	SOLATUBE
20-G	WINDOWS	BOTH	09/24/18	11/15/18	NO	NONE	LOS AL BLDRS
23-Q	WINDOWS	BOTH	09/28/18	09/31/18	NO	10/09/18 FINAL	BROADWAY GLASS
36-B	WINDOWS	BOTH	03/05/18	04/19/18	NO	NONE	SEAPORT SASH AND DOORS
36-B	SLIDER	BOTH	08/23/18	10/23/18	NO	09/26/18 FINAL	BODIES GLASS SERVICE
37-K	SOLA TUBES	BOTH	09/15/18	12/31/18	NO	NONE	SOLA TUBE
42-F	WINDOWS	BOTH	08/23/18	09/23/18	NO	10/08/18 FINAL	BROADWAY GLASS
42-M	KIT/WINDOWS	BOTH	10/08/18	11/30/18	NO	NONE	NATIONWIDE
47-G	BLOCK WALL PATIO	GRF	10/08/18	11/08/18	NO	NONE	BERGKVIST
48-G	REMODEL	BOTH	06/11/18	08/31/18	NO	07/02/18 FOOTING	BERGKVIST
48-G	REMODEL	BOTH	06/11/18	08/31/18	NO	08/10/18 FRA/ELE/LATH/PLUM	BERGKVIST
48-G	REMODEL	BOTH	06/11/18	08/31/18	YES	08/13/18 INSULATION	BERGKVIST
48-G	REMODEL	BOTH	06/11/18	08/31/18	YES	10/04/18 FINAL	BERGKVIST
ALL SHADED AREAS HAVE BEEN SIGNED OFF							

## ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
8-F		07/10/18					
9-C		08/02/18					
9-E		07/12/18					
13-C		05/04/18					
13-H		09/20/18					
14-B		07/10/18	07/19/18	07/25/18	08/07/18	09/20/18	
14-R		09/12/18					
16-R		09/20/18					
21-C		07/31/18					
22-H		06/29/18	07/13/18	07/19/18	08/02/18		
37-E		11/06/17					
37-E		07/10/18					
40-A		06/28/18					
40-F		03/20/18					
42-M		05/25/18					
47-C		09/25/18					

SHADED AREAS HAVE BEEN SIGNED OFF

NMI = New Member Inspection   PLI = Pre-Listing Inspection   NBO = New Buyer Orientation

# INSPECTOR MUTUAL REPORT

MUTUAL: (15) FIFTEEN

INSPECTOR: Jerry Antidel

## 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

COST TO REPLACE 15 ROOFS \$834,778.00 WITH NEW GUTTERS

MJJURADO WILL HAVE PAINTING OF CURB AND PARKING SPACES PRICE NEXT MONTH

CALLS AND VISITS TO UNITS 54 CALLS ON LIFTS 16

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** REVIEW AND ACCEPTANCE OF THE 2019 MUTUAL FIFTEEN BUDGET  
(GUEST SPEAKER ITEM A)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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At the October 16, 2017, Board Meeting, the Board of Directors past the following resolution: *RESOLVED, To accept the 2018 Operating Budget for Mutual Fifteen of \$1,272,931, resulting in a regular monthly Mutual assessment of \$211.31 per apartment per month, for an increase of \$10.95 per month over the total Mutual operating costs of 2017, as presented, and to adopt this budget forthwith.*

On October 10, 2018, the Board of Directors will the Board of Directors will review and vote to approve the Mutual Budget for 2019.

*RESOLVED, To approve the 2019 Operating Budget for Mutual Fifteen of \$2,286,588 resulting in a regular monthly assessment of \$379.58 per apartment per month, for an increase of \$15.57 per month over the total regular assessment of 2018, as presented, and to adopt this budget forthwith.*

# *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 ACCEPT THE CLIFTONLARSONALLEN LLP  
ENGAGEMENT LETTER FOR THE 2018 AUDIT (GUEST SPEAKER ITEM B)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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At the October 16, 2017, Board Meeting, the Board of Directors past the following resolution: *RESOLVED, To accept the NSBN Engagement Letter from the 2017 Audit and authorize the President to sign the letter.*

On October 10, 2018, the Board of Directors will discuss and vote to accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit.

***RESOLVED, To accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit and authorize the President to sign the letter.***

# *Mutual Corporation No. Fifteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** RATIFY PHONE POLL TAKEN ON SEPTEMBER 28, 2018 REGARDING  
TREATMENT OF DALLISGRASS (UNFINISHED BUSINESS ITEM A)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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*I move to ratify the phone poll taken on September 28, 2018, regarding the treatment of Dallisgrass at a cost not to exceed \$6,250.*

# *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 AMEND POLICY 7425.15 – GARDEN AREAS  
(NEW BUSINESS ITEM A)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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At the August 18, 1997, Board Meeting, the Board of Directors adopted Policy 7425.15 -Garden Areas.

On October 15, 2018, the Board of Directors will discuss and vote to amend Policy 7425.15 – Garden Areas (attached).

*I move to amend Policy 7425.15 – Garden Areas on a preliminary basis until the 30-day posting period is completed.*



MUTUAL OPERATIONS**AMEND DRAFT****PHYSICAL PROPERTY****Garden Areas, Trees, Shrubs - Mutual Fifteen**

WHEREAS, plant growth originating in the areas around an apartment extending not more than 60 inches from the building foundation and patio walls is the responsibility of the **shareholder**, Mutual, and. **Areas outside this perimeter are the responsibility of the Mutual. Upon the transfer of the share of stock for such apartment, any garden extending beyond the 60" limit is required to be brought back to the 60" limit at the expense of the transferor's.**

**All plants and bushes in the 60" garden area must be planted and maintained 12" away from the building or any mutual structure. Free standing trellises can be installed by the shareholder and must be 12" away from the building and anchored securely in the ground. All plants cannot exceed an 8' height. New garden edging must have the approval of the Mutual before installing. Decorative garden fencing is permitted but cannot exceed 12" in height and must be consistent along the entire garden.**

**Shareholders are responsible for the watering, pest control and fertilizing of their gardens. The mutual gardeners will routinely trim plants, rake/blow out and cultivate the gardens. Rose bushes will be pruned down annually, typically in January. Shareholders are not to give direction to the gardeners as they are contracted by the mutual. If a shareholder weeds the garden they must dispose of the debris and not leave it unattended for the gardener to throw away.**

**The Mutual gardeners will trim back plants that overhang the grass or walkway areas and that interfere with mowing and edging. The gardeners will also ensure that all plants are trimmed 12" away from the building and walls and that all handrails and supporting structures around stairways and handicap lifts are trimmed back 12". Shareholders that wish to maintain their gardens themselves may alert the gardeners by placing red flags in the garden (obtained through the Landscape Director). Any red flag in a garden signifies that the gardener will not take any action in that garden. Gardens that are neglected by the shareholder or allowed to fall into disrepair may be taken over by the mutual at the expense of the shareholder.**

**Shareholders are permitted to have decorative containers, figurines and artifacts in their gardens but the items cannot exceed six per apartment and where applicable must have drainage holes in the bottom. Any and all containers must have a concrete paver or saucer (no plastic is permitted) under each container. Nursery containers are not permitted. Scaffolding and/or shelving is not permitted. Nothing can be placed on the electrical transformers nor hung from any transformer wall or telephone/utility poles. Solar lighting install and maintenance is the responsibility of the shareholder and must be installed so that lighting does not interfere with mowing or edging. The landscape contractor or mutual will not reimburse the shareholder for damages to any garden/patio lighting.**

(draft created on 10-09-18 ka/mp/dh)

MUTUAL OPERATIONS**AMEND DRAFT****PHYSICAL PROPERTY**Garden Areas, Trees, Shrubs - Mutual Fifteen

Shareholders may install holiday lighting that is approved for outdoor usage and needs to be removed 30 days after the holiday. If not removed, the mutual will do so at the expense of the shareholder. Nothing can be hung on any mutual light.

A maximum of six hanging plant containers is permitted with proper drainage and must use non-rusting hangers. This includes wind chimes and other hanging artifacts. Seed type bird feeders are not permitted. Hummingbird feeders are permitted. Containers/pots sitting on any ledges or walls is not permitted.

Shareholders are prohibited to leave unused gardening material, empty pots, fertilizer, pavers, trash, garbage, newspapers or food of any kind in the gardens or on the patios.

Gardens with only dirt are not permitted and the shareholder has 30 days to comply. No pebbles/stones can be installed in a garden but bark is acceptable. Noncompliance will result in the Mutual installing landscape and billing the shareholder.

The mutual reserves the right to determine if a shareholder's garden or porch areas has become cluttered or unsightly. If so determined a notice to correct will be issued to the shareholder and must be corrected accordingly. If further action is needed, the Mutual will take steps to bring the garden/patio into compliance at the cost to the shareholder and the shareholder will not be reimbursed for any discarded items.

~~WHEREAS, at such times it is necessary to paint and/or make repairs to the exterior portions of the buildings of this Mutual,~~

~~NOW, THEREFORE BE IT RESOLVED, that upon the transfer of the share of stock for such apartment, any garden area extending beyond the 60-inch limit will be brought back to the 60-inch limit at the transferor's expense, and~~

~~BE IT FURTHER RESOLVED, that all vines, plants and bushes must be free standing or supported by trellises which are anchored in the ground, with all bushes planted at least 18 inches from buildings or walls, and climbing bushes and vines shall be kept away from building and wall surfaces with a height not to exceed 8 feet, and~~

~~BE IT FURTHER RESOLVED, that Mutual gardeners will trim back plants and trees which overhang the grass or walkway areas and interfere with mowing and edging, and will ensure that all plants are trimmed at least 12 inches from buildings and walls and 6 inches from the ground and that all handrails and supporting structures around stairways and handicapped lifts are free of plant branches and vines.~~

Mutual 15 garden restrictions:

(draft created on 10-09-18 ka/mp/dh)

MUTUAL OPERATIONS**AMEND DRAFT****PHYSICAL PROPERTY****Garden Areas, Trees, Shrubs - Mutual Fifteen**

The following may not be planted in resident garden areas: **These plants cannot be installed in a garden:**

- ~~Any, and all, ivy~~
- ~~Any mint~~
- ~~Asparagus fern~~
- ~~Baby tears~~
- ~~Bamboo (heavenly bamboo, Nandina, is acceptable)~~
- ~~Bougainvillea~~
- ~~Cedar type bushes~~
- ~~Plastic or artificial plants/flowers~~
- ~~Spider wort family~~
- ~~Trees of any type~~
- ~~Vegetables~~
- ~~Wisteria~~

**Any tree (including fruit/citrus). Dwarf fruit/citrus can be planted in a container with a concrete paver underneath**

**Any and all ivy**

**Any plant of the mint family**

**Baby tears**

**Bamboos (heavenly bamboo or nandina are acceptable)**

**Any bougainvillea**

**Pine, cedar type bushes**

**Spider wort family**

**Wisteria**

**Giant bird of paradise**

**Banana tree**

**Rubber tree**

**No vegetables (permitted in a container with concrete saucer)**

~~Potted plants must have a container saucer, root barrier or paver under each container.~~

~~Plants cannot be kept in nursery containers and must be repotted.~~

~~Residents should be mindful not to have excessive garden pots.~~

~~No vegetables in the ground; tomatoes must be planted in a pot.~~

~~No empty pots, pavers or unused gardening items can be stored in the gardens (i.e. bags of soil).~~

~~Shareholders are responsible for watering, fertilizing, pest control, planting and repotting any plants. Mutual contract gardeners should not be used for these tasks but can be hired by the hour. Contact the Landscape Director for details.~~

~~About every 4-6 weeks, the Mutual contract gardeners will trim bushes, rake/blow out the gardens, cultivate and weed.~~

(draft created on 10-09-18 ka/mp/dh)

**MUTUAL OPERATIONS****AMEND DRAFT****PHYSICAL PROPERTY****Garden Areas, Trees, Shrubs - Mutual Fifteen**

~~If resident wants to maintain their own garden, they can obtain red flags from the Landscape Director, and place them in the flower bed area.~~

~~If residents weed their gardens, they must dispose of the debris — not wait for the gardener to throw away.~~

~~Residents shall not trim any Mutual tree or plant without first obtaining Landscape Director's approval.~~

~~Residents cannot install any plants or trees in the common Mutual property or tree wells. The tree wells must be clear of all plants and objects.~~

~~New edging must have Board approval.~~

**Mutual Land**

**The grounds and trees located outside the garden areas are the responsibility of the Mutual. Shareholders cannot place any item in a tree well, around a light or utility pole or hang any pots, bird feeders, etc. in any tree or on any mutual structure.**

**The mutual maintains the turf irrigation and shareholders cannot tamper with, relocate or adjust any irrigation. Irrigation concerns can be addressed by using the mutual Hot line.**

**Temporary usage of the turf/lawn areas by shareholders for parties/events requires prior written approval form a Director. Shareholders must ensure the area is free or any trash and debris at the close of the event.**

**MUTUAL OPERATIONS**

**AMEND DRAFT**

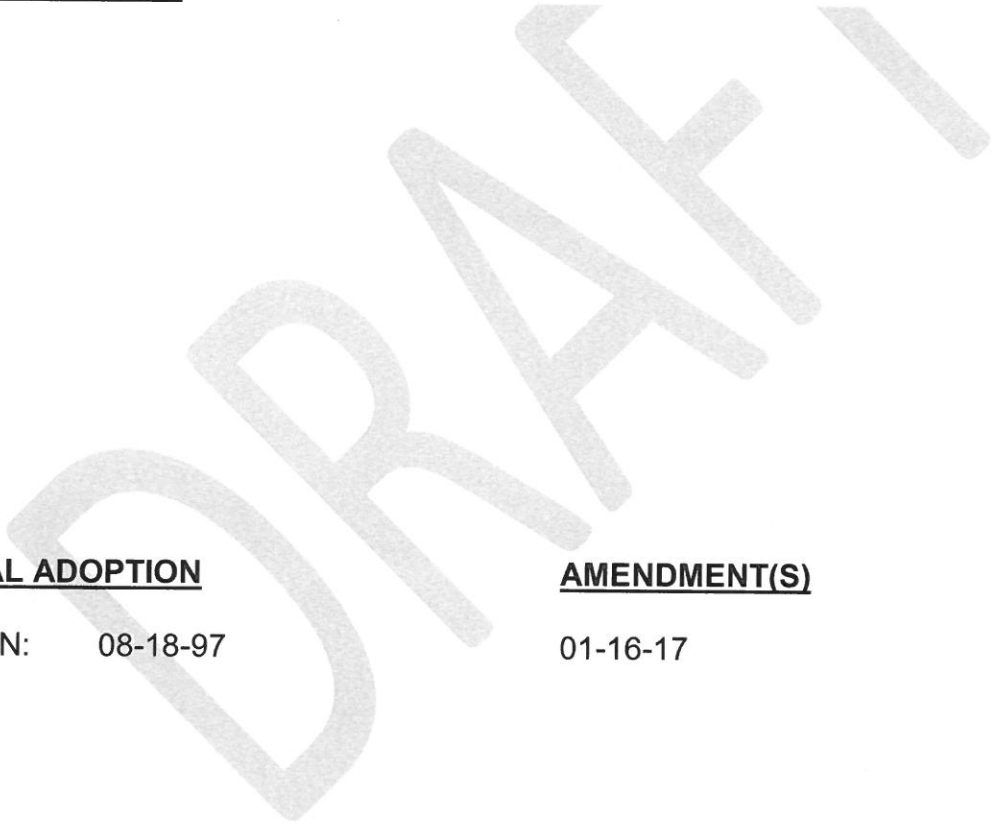
**PHYSICAL PROPERTY**

**Garden Areas, Trees, Shrubs - Mutual Fifteen**

**The mutual has the right to periodically apply fertilizers, herbicides, insecticides or pesticides to the lawn areas and will post flyers in the laundry rooms and online when the applications start/end.**

**Grandfathering policy**

**All plants that comply with the mutual landscape policy as of 1/1/19 may stay in the gardens. Plants that do not comply must be removed at the discretion of the Mutual. Any gardens that exceed 60" or have plants that are not approved by the mutual will be brought into compliance when the unit is sold or transfer of ownership at the expense of the shareholder.**



**MUTUAL ADOPTION**

**AMENDMENT(S)**

FIFTEEN: 08-18-97

01-16-17

(draft created on 10-09-18 ka/mp/dh)

# *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 PROPOSAL SUBMITTED BY ANGUIANO LAWN CARE (NEW BUSINESS ITEM B)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny the proposal submitted by Anguiano Lawn Care, for dethatching and re-seeding at a cost not to exceed \$18,750 and authorize the President to sign the contract.*

# *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 HAVE A MUTUAL DIRECTORS CHRISTMAS  
DINNER(NEW BUSINESS ITEM C)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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*I move to approve/deny having the Mutual Fifteen Directors Christmas dinner, at a cost not to exceed \$1,500.*

# *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 RESCHEDULE THE FEBRUARY 2019 REGULAR BOARD MEETING (NEW BUSINESS ITEM D)  
**DATE:** OCTOBER 15, 2018  
**CC:** MUTUAL FILE

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The Mutual Fifteen Regular Board Meeting is scheduled on February 18, 2019, which is a holiday.

*I move to reschedule the Regular Board Meeting of Monday, February 18, 2019, Conference Room A at 1:00 p.m., to Tuesday, February 12, 2019, Conference Room B, at 1:00 p.m.*





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## MEMO

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**TO:** EXECUTIVE COMMITTEE  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** EXTENSION OF TELECOMMUNICATIONS AGREEMENT  
**DATE:** OCTOBER 9, 2018  
**CC:** FILE

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At the October 4, 2018 meeting of the President Council, The CEO of Superwire discussed the pending termination of the Telecommunications Agreement and loss of services by Superwire to the community. By unanimous consensus of the President Council, attached is the resolution to authorize GRF to negotiate an extension of the agreement until June 30, 2022.

Upon unanimous approval by all Mutual Boards, action would be forwarded to the GRF Board to enter into an addendum to the agreement extending services by Superwire under the terms and conditions of the existing agreement until June 30, 2022.

If you have any questions in reference to the important and time sensitive matter, please contact me.

RESOLUTION OF THE BOARD OF DIRECTORS OF

**SEAL BEACH MUTUAL NO. FIFTEEN**

**WHEREAS**, Seal Beach Mutual No. FIFTEEN ("Mutual 15") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

**WHEREAS**, Golden Rain Foundation (hereinafter "GRF"), through its volunteer Board of Directors, is the trustee under the Declaration of Trust ("Trust"), which grants GRF the authority to manage and govern trust property and community facilities, all within what is known as Leisure World, Seal Beach ("Leisure World"), consisting of sixteen (16) Mutuels (hereinafter the "Mutuals"), each of which is responsible to manage and govern their respective project ("Project");

**WHEREAS**, Mutual 15, through its volunteer Board of Directors ("Board"), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under Mutual 15's governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which grant Mutual 15 the authority to manage and govern the affairs of the properties within Mutual 15;

**WHEREAS**, the Management Agreements between GRF and each Mutual state that GRF has the duty to "operate and maintain the Project according to the highest standards achievable consistent with the overall plan of the [Mutual] and the interests of the consenting parties...GRF shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement." (Management Agreement, FOURTH, Section (m) (Mutuals 1-11; 14-15; 17); FOURTH (o) (Mutual 12); FOURTH (n) (Mutual 16));

**WHEREAS**, Article V, Section 2 of GRF's Bylaws state: "[T]he business and affairs of the Corporation shall be carried on and conducted by the Board of Directors. All corporate powers shall be exercised by and through the Board of Directors;"

**WHEREAS**, GRF entered into a Telecommunications Services Agreement ("Agreement") with Superwire Telecom Inc., to provide certain telecommunications services to GRF;

**WHEREAS**, the Agreement will expire on February 18, 2019, and the GRF Board, based on the request of the Mutuals, seeks to extend the Agreement for another term;

**NOW THEREFORE, BE IT RESOLVED**, the Board of Directors of Mutual 15 hereby authorizes the Board of Directors of GRF to extend the Agreement with Superwire Telecom Inc. to extend the term of the Agreement until June 30, 2022.

**NOW THEREFORE, BE IT FURTHER RESOLVED**, The Board of Directors of GRF is hereby authorized on behalf of Mutual 15 to carry out the purpose of this Resolution.

**SEAL BEACH MUTUAL NO. FIFTEEN,  
a California Nonprofit Corporation**

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Secretary