## MINUTES OF THE REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL FOURTEEN September 21, 2021

The Regular Monthly Meeting of the Board of Directors of Seal Beach Mutual Fourteen was called to order by President Melody at 1:02 p.m. on Tuesday, August 17, 2021, followed by the *Pledge of Allegiance* via Zoom Video and Conference Call and Conference Room B.

#### SHAREHOLDER COMMENTS

No shareholders made any comment.

#### **ROLL CALL**

Present: President Melody, Vice President Stefun (via zoom), Secretary

Simon (via zoom), Chief Financial Officer Rosenfeld, Director

Shaddow and Moore.

Guests: Fifteen Mutual Fourteen shareholders (via zoom).

Staff: Ms. Miller, Finance Director

Ms. Schultze, Mutual Accountant Mr. Meza, Building Inspector Ms. Barua, Portfolio Specialist

Ms. Vasquez, Recording Secretary (via zoom)

Ms. Hopkins, Mutual Administration Director (via zoom)

#### **MINUTES**

The Regular Meeting Minutes of August 17, 2021 were approved by general consent of the board, as printed.

#### **GUEST SPEAKER**

Finance Director Miller presented her report.

Following a discussion and upon a MOTION duly made by Chief Financial Officer Rosenfeld and seconded by Director Shaddow, it was

RESOLVED to approve the 2022 Operating Budget for Mutual Fourteen of \$904,414.00, resulting in a regular monthly Mutual assessment of \$229.78 per apartment per month, for an increase of \$7.20 per month over the total Mutual operating costs of 2021, as presented, and to adopt the budget forthwith.

**September 21, 2021** 

The MOTION passed unanimously with ROLL CALL Vote.

Following a discussion and upon a MOTION duly made by Chief Financial Officer Rosenfeld and seconded by Secretary Simon, it was

RESOLVED to approve to accept the CliftonLarsonAllen LLP Engagement Letter for the 2021 audit and to authorize the president to sign the letter.

The MOTION passed unanimously with ROLL CALL vote.

Following questions, Ms. Miller and Ms. Schultze left at 1:17 p.m.

#### **BUILDING INSPECTORS REPORT**

Building Inspector Meza presented his report (attached).

Following a discussion and upon a MOTION duly made by Secretary Simon and seconded by Director Shaddow, it was

RESOLVED to approve wall and patio covering proposal for Unit 14-052G at the shareholder's expense.

The MOTION failed unanimously with ROLL CALL Vote.

Building Inspector's Report, Item B. Discuss and vote to approve patio proposal for Unit 14-053B was to be sent back to Physical Property and waiting on contractor to provide a final plan.

Following questions, Mr. Meza left the meeting at 1:37 p.m.

#### SECRETARY/CORRESPONDENCE

Secretary Simon received several correspondences.

#### PRESIDENT'S REPORT

President Melody presented his report (attached).

#### **VICE PRESIDENT'S REPORT**

Vice President Stefun had no report to present.

#### CHIEF FINANCIAL OFFICER'S REPORT

Chief Financial Officer Rosenfeld presented her report (attached).

#### **CONSENT CALENDAR**

Following a discussion and upon a MOTION duly made by Chief Financial Officer Rosenfeld and seconded by Secretary Simon, it was

RESOLVED that the Board authorizes the following transfers of funds, per detailed and dated resolutions, by consent calendar.

Transfer/ Invoice Date	Amount	Originating/Destination Accounts or Payee
07/20/2021	\$10,620.00	Invoices # 1006844 & 1006850 Check # 11295 - J&J Landscaping
08/05/2021	\$86,892.58	ACH – Direct Debit from Multiple Shareholders to US Bank Checking
08/05/2021	\$86,892.58	US Bank Checking to GRF- US Bank Checking
08/06/2021	\$66, 511.62	US Bank Checking to US Bank Impound
08/12/2021	\$15,000.00	Sale of 49l Check # 2733 – Januszka Group
08/18/2021	\$10,220.00	Invoices # 1006883 & 1006894 Check # 11303 - J&J Landscaping
08/20/2021	\$35, 059.25	US Bank Checking to US Bank Restricted Money Mkt
08/24/2021	\$20,000.00	US Bank Non-Restricted Money Mkt to US Bank Checking
08/26/2021	\$23,500.00	Sale of 52E Check #038328 - Castlehead, Inc. Escrows
09/02/2021	\$12,736.83	Sale of 18I Check # 500742 – The Hanley Family Trust
09/07/2021	\$82,421.85	US Bank Checking to GRF- US Bank Checking
09/07/2021	\$151,677.02	ACH- Direct Debit from Multiple Shareholders to US Bank Checking
09/08/2021	\$110,000.00	US Bank Non-restricted Money Mkt to US Bank Checking
09/08/2021	\$152,055.80	US Bank Restricted Money Mkt. to US Bank Non- restricted Money Mkt.
09/08/2121	\$66,682.47	US Bank Checking to US Bank Impound
09/08/2121	\$15,000.00	Invoice # Sale of 28B Check# 548108 – Citywide Escrow

The MOTION passed unanimously with ROLL CALL vote.

#### **UNFINISHED BUSINESS**

Following a discussion and upon a MOTION duly made by President Melody and seconded by Chief Financial Officer Rosenfeld, it was

RESOLVED to ratify Section 6.22 – <u>Electric Carts, Golf Carts, and Cars, Exhibit E – Rules on Electric Vehicle Charging Stations and Exhibit F – Electric Carts, Golf Carts, and Cars, Exhibit E – Rules on Electric Vehicle Charging Stations and Exhibit F – Electric Carts, Golf Carts, and Cars, Exhibit E – Rules on Electric Vehicle Charging Stations and Exhibit E – Electric Carts, Golf Carts, and Cars, Exhibit E – Rules on Electric Vehicle Charging Stations and Exhibit E – Electric Carts, Golf Carts, and Cars, Exhibit E – Rules on Electric Vehicle Charging Stations and Exhibit E – Electric Carts, Golf </u>

September 21, 2021

<u>Vehicle Charging Station Release and Indemnity Agreement</u> in the Mutual 14 Rules and Regulations; the 28-day posting requirement has been met.

The MOTION passed unanimously with ROLL CALL vote.

#### **NEW BUSINESS**

Following a discussion and upon a MOTION duly made by Chief Financial Officer Rosenfeld and seconded by Secretary Simon, it was

RESOLVED to approve that the review of the Mutuals' operating accounts, reserve accounts, current year's actual operating revenues and expenses compared to the current year's budget, the latest account statements prepared by financial institutions where the mutual has its operating and reserve accounts, and the income and expense statement for the mutual's operating and reserve accounts have been approved; and, further, that per Civil Code Section 5500(a)-(f), the check register, monthly general ledger, and delinquent assessment receivable reports have been reviewed for the month of August 2021.

The MOTION passed unanimously with ROLL CALL vote.

Following a discussion and upon a MOTION duly made by Chief Financial Officer Rosenfeld and seconded by Director Shaddow, it was

RESOLVED to approve lease of Sunningdale Circle from GRF.

The MOTION passed unanimously with ROLL CALL vote.

Following a discussion and upon a MOTION duly made by Secretary Simon and seconded by Director Shaddow, it was

RESOLVED to amend Procedure 14-7510-3 – Eligibility Requirements.

The MOTION passed unanimously with ROLL CALL vote.

Following a discussion and upon a MOTION duly made by Chief Financial and seconded by Director Shaddow, it was

RESOLVED to amend Section 15.5.2.2 – Attended Death.

The MOTION failed with ROLL CALL vote.

#### PORTFOLIO SPECIALIST'S REPORT

Portfolio Specialist Barua presented her report (attached).

#### **COMMITTEE REPORTS**

## BOARD OF DIRECTORS MUTUAL FOURTEEN

September 21, 2021

#### Physical Property Committee

Vice President Stefun provided an update.

#### Landscape Committee

Director Nevin presented his report.

#### **Emergency Information**

Director Shaddow had no report to presented.

#### Caregivers & Pet Committee

Secretary Simon presented her report (attached).

#### Parking Committee

Director Moore provided an update.

#### **DIRECTORS COMMENTS**

No Directors made a comment.

#### **GRF GENERAL PROJECT UPDATES**

GRF REP Melody provided an update on general projects. (attached)

#### SHAREHOLDER COMMENTS

Several shareholders made comments.

#### **ANNOUNCEMENTS**

- a. M-14 Special Zoom Board Meeting 9/27 at 10 AM Request Link from leemelodym14@yahoo.com
- b. NEXT BOARD MEETING: Tuesday, October 19, 2021, at 1:00 p.m., Zoom Video and Call Conference Meeting

#### **ADJOURNMENT**

President Melody adjourned the meeting at 2:54 p.m. and announced that there would be an executive session following the meeting.

#### **EXECUTIVE SESSION SUMMARY**

The Executive Committee met in Executive Session on September 21, 2021, at 3:10 p.m., and took the following actions:

The Board approved the Executive Session Meeting Minutes of August 17, 2021.

- 1. Legal Matters
  - a. One Legal Matters were discussed

## BOARD OF DIRECTORS MUTUAL FOURTEEN

**September 21, 2021** 

- 2. Contracts
  - a. No contracts were discussed.
- 3. Assessments / Delinquencies
  - a. Three letters will be drafted.
  - b. Ten files have been closed.
  - c. Two files will be monitored.
- 4. Disciplinary Hearings
  - a. No disciplinary hearing was discussed.

The Executive Session was adjourned at 3:37 p.m.

Attest, Susan Simon, Secretary

SEAL BEACH MUTUAL FOURTEEN

KV/RB 09/21/2021

Attachments

		NSPE	CTOR I	иоитн	LY MU	TUAL REPORT	
MUTUAL:	(14) Fourteen					INSPECTOR:	Mike Meza
MUT	TUAL BOARD MEETING DATE:	Septem	ber, 202	1			
			P	PERMIT	ACTIVIT	ГҮ	
UNIT#	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR
14-B	LATTICE PATIO COVER	BOTH	09/30/21	09/30/21	NONE		AAA AWNING
15-I	CARPORT CABINET	GRF	08/15/21	08/30/21	NONE	FINAL 08/18/21	MJ JURADO
20-I	WALK-IN CLOSET	BOTH	08/23/21	09/13/21	NONE		OGAN CONSTRUCTION
23-D	NEW PATIO	GRF	06/23/21	08/13/21	NONE	FOOTING 09/14	GODMAN CONSTRUCTION
24-K	HEAT PUMP	BOTH	09/02/21	12/02/21	NONE		GREENWOOD
25-C	BEDROOM FLOORING	GRF	09/25/21	10/25/21	NONE		KARY'S CARPETS
25-C	SHOWER REMODEL	BOTH	09/20/21	10/10/21	NONE	ROUGH PLUMBING 09/14	LOS AL BUILDERS
28-B	PATIO CARPET	GRF	07/30/21	08/30/21	NONE	FINAL 08/18/21	KARY'S CARPETS
28-C	HEAT PUMP	BOTH	08/18/21	11/18/21	NONE		GREENWOOD
28-L	PATIO TILE	GRF	08/27/21	12/29/21	NONE		L&S CORE CONSTRUCTION
29-C	FLOORING	GRF	08/09/21	11/09/21	NONE	FINAL 08/24/21	BIXBY PLAZA
31-G	CART PAD	GRF	07/12/21	07/23/21	NONE	FINAL 08/24/21	J&J LANDSCAPING
32-G	WINDOW/LAUNDRY/KITCHEN	BOTH	05/10/21	06/30/21	NONE		BERKGIVIST CONSTRUCTION
48-E	FLOORING	GRF	08/25/21	09/25/21	NONE	FINAL 09/08/21	KARY'S CARPETS
49-J	CART PAD	GRF	09/08/21	09/29/21	NONE		J&J LANDSCAPING
49-A	NEW ENTRY WALK	BOTH	09/06/21	10/06/21	NONE		MJ JURADO
49-K	KIT REMODEL/LIGHTING	BOTH	09/01/21	11/27/21	NONE		LOS AL BUILDERS
50-C	RE-VENT DRYER/ VALVES	BOTH	08/03/21	09/30/21	NONE	FINAL 09/14/21	LOS AL BUILDERS
50-F	HEAT PUMP	BOTH	09/03/21	12/03/21	NONE		GREENWOOD
52-E	FLOORING THRU OUT UNIT	GRF	08/15/21	09/15/21	NONE	FINAL 08/31/21	KARY'S CARPETS
52-E	CENTRAL AIR SYSTEM	BOTH	08/30/21	11/30/21	NONE		GREENWOOD
52-J	WASHER/DRYER FLOORING	BOTH	07/12/21	08/30/21	NONE	FINAL 08/31/21	MARCO CONSTRUCTION
52-G	UNIT REMODEL	BOTH	05/17/21	11/25/21	YES	FOOTING/FOUNDATION 09/14	PIP CONSTRUCTION
52-H	BATH REMODEL	BOTH	08/04/21	10/29/21	YES	SHOWER 2ND BATH	MARCO CONSTRUCTION

			E	SCROW	<b>ACTIVI</b>	TY				
Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE,	CLOSING,	CLOSED	,NMI
2-I		10/26/21					6	5	2	1
2-J		06/30/21								
5-F		07/20/21								
13-F		08/04/21								
13-K		07/22/21	08/24/21	08/30/21	09/11/21					
17-G		03/13/19								
18-D		06/17/21	09/08/21	09/13/21						
20-I		06/16/21	07/06/21	07/06/21	07/18/21	09/13/21				
21-E		11/26/19								
24-J	09/13/21									
28-B		07/28/21	08/10/21	08/11/21	08/22/21					
30-B			07/02/21	07/14/21	07/26/21	08/20/21				
50-E		06/18/21	07/28/21	07/30/21	08/11/21					
50-F		06/25/21	08/02/21	08/09/21	08/21/21			•		
								•		

	•	n PLI = Pre-Listing Inspection NBO = New Buyer Orientation  FCOEI = Final COE Inspection ROF = Release of Funds
		CONTRACTS
	CONTRACTOR	PROJECT
J&J LANDSCAPE	NOVEMBER 30, 2021	Landscaping & Irrigation
EMPIRE PIPE	DECEMBER 31st 2022	Annual inspection
FENN	JUNE 1, 2022	Pest and rodent control services

7 1 of 2

INSPEC	TOR MONTHL	Y MUTUAL REPORT
MUTUAL: (14) Fourteen		INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE: Septemb	er, 2021	-
		<del>-</del> -
FENN PEST AND TERMITE	Bait station m	aintenance
077015		
SPECIA	L PROJECTS/ R	
Contractor		Discription of Work
LOS AL BUILDERS	53-B New pation	request
SHAR	EHOLDER AND N	NUTUAL REQUEST
33-D Cracks on wall	Inspect mutual	sidewalks
03-A Flooring issues	Fire inspection	
17-F Dryer vent cleaning	Inpsect red zor	nes
49-A Inspect wax ring		
28-B Inspect oven for fire avert		
32-F Termite at patio eve		
28-B Meet with dish network		
27-A Termites at patio		
27-D Inspect bath faucet		
31-E Replace battery at water sensors		
18-H Meet with contractor to properly sill unit		
04-A Service water shut off at water heater		
50-A Kitchan and bath stoppage		
20-I Shower wall damage		
19-K Service cooktop		
28-K Oven not turning off		
48-I JC Kress to install hood vent		

8 2 of 2

#### 1014 Seal Beach Mutual No. Fourteen Financial Statement Recap 08/31/2021

P.O. Box 2069 Seal Beach CA 90740

Aug Actual	Aug Budget		2021 Y-T-D Actual	2021 Y-T-D Budget
Actual	Dudget		Actual	Duaget
88,389 38,753	88,390 38,753	Carrying Charges Reserve Funding	707,115 310,026	707,120 310,024
127,143	127,143	Total Regular Assessments	1,017,141	1,017,144
595 124 4,428	584 256 1,899	Service Income Financial Income Other Income	4,828 1,215 77,058	4,672 2,048 15,192
5,147	2,739	Total Other Income	83,100	21,912
132,290	129,882	Total Mutual Income	1,100,241	1,039,056
			v	
54,136 10,393 (72) 108 16,063 9,461 38,753	54,136 9,335 1,161 39 18,375 8,082 38,753	GRF Trust Maintenance Fee Utilities Professional Fees Office Supplies Outside Services Taxes & Insurance Contributions to Reserves	407,072 74,222 4,567 285 139,656 75,325 310,026	433,088 74,680 9,288 312 147,000 64,656 310,024
128,843	129,881	Total Expenses Before Off-Budget	1,011,152	1,039,048
3,447	1	Excess Inc/(Exp) Before Off-Budget	89,089	8
12,900	0	Depreciation Expense	93,647	0
(9,453)	1	Excess Inc/(Exp) After Off-Budget	(4,558)	8
265 197 2,274 25,720 7,142	0 0 0 0	Restricted Reserves Appliance Reserve Equity Painting Reserve Contingency Operating Equity Roofing Reserve Infrastructure Reserve	37,963 143,273 143,346 41,439 116,285	0 0 0 0
35,598	0	Total Restricted Reserves	482,307	0

## CFO Report for September Meeting

Per the Aug 31, 2021 financial statement Mutual 14 is in good shape. Our reserves are at \$482,307, and there are no further large expenditures planned in 2021, and we have a surplus of (\$89,089 which can be used for any unplanned exp;ense

The finance committee submitted our proposed 2022 budget to finance and it is on today's agenda to be approved by the board.

Since Carolyn has explained the budget in detail, I do not feel the need to address it again,

If GRF does not raise our assessment, our increase stands at \$7.20 but again this may not be the final number if GRF increases the allocated trust costs.

Respectfully submitted

Adrianne Rosenfeld

## PRESIDENT'S REPORT SEPTEMBER 20, 2021

Welcome to the September Mutual 14 Zoom Board Meeting.

We have a very large agenda with 6 new business items for the board to consider and vote on.

We have completed Fire Inspections and follow-up letters have been sent requesting that all units with clothes dryers schedule dryer vent cleaning. This is critical in keeping our buildings safe from fire caused by excessive lint.

We have 50 shareholders that have not provided proof of \$300,000 in personal liability insurance, or 15%. All those who have not shown proof should do so immediately so that we can close out this year's Inspection Report. Those shareholders who do not comply will be subject to our Fine Schedule.

Mutual 14 has sold 4 units since our last meeting. Year to date we have sold or transferred 21 units with only 2 units currently for sale.

As fall begins today, we will be starting our annual tree trimming and cleaning of building gutters.

Your board has been diligent in keeping controllable costs down. As you may have heard, we are waiting on the GRF budget finalization for 2022 which will not be finalized until November. In the meantime, should you have any questions or comments please don't hesitate to contact Adrianne Rosenfeld our CFO or me. I would like to take this opportunity to thank the Finance/Budget Committee for their good work: Jim Gilbert, Jack Faucett, Sandy Tessier, Bob Stefun and Adrianne Rosenfeld.

I would also like to thank Jack Faucett for his continued good work in replacing smoke alarm and water sensor batteries for those shareholders that require help. Got a beeping alarm during the week? Please call Jack first. 562-240-5169.

GRF has announced a drive through flu clinic on October 14<sup>th</sup>. Please check the LWSB website for details.

A big thank you goes out to all M14 shareholders that voted in our last election. Of our 328 shareholders, 73% or 240 voted. The highest percentage of the 16 Mutuals in Leisure World.

I believe this speaks well of M14 and the interest our shareholders have in participating in our Mutual governance.

Once again, thank you for participating in your board meeting and I pray that we all will stay Covid free.

Respectfully submitted,

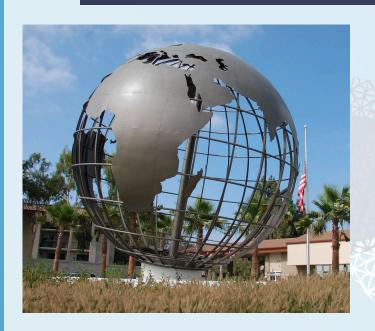
Lee W. Melody, President

Landscape Report for September board meeting.

The good news is that the number of browning/dead grass issues are down from last month some 30%. J & J has reacted very well to our requests to check sprinkler systems that need corrective measures. Due to drought conditions our watering schedule has been reduced and we may see an increase in dry or even dead areas. Many shareholders are helping with "light watering" on these browning areas and we thank them. As always, contact me with any concerns or requests you may have.

Respectively submitted, Jack Nevin, Landscape Chairman

The Golden Rain
Foundation provides an
enhanced quality of life
for our active adult
community of Seal
Beach Leisure World.



August 24, 2021



#### Approved Consent Agenda

MOVED and approved the consent agenda included Minutes of the Recreation Committee Board Meeting of July 1, 2021, • Minutes of the Physical Property Committee Board Meeting of July 7, 2021, • Minutes of the Communication/IT Committee Board Meeting of July 8, 2021, • Minutes of the Executive Committee Board Meeting of July 9, 2021 • Minutes of the Mutual Administration Committee Board Meeting of July 12, 2021 • Minutes of the Finance Committee Board Meeting of July 19, 2021

#### Executive Committee - Approve Name Change for Executive Committee

MOVED to recommend the GRF Board of Directors to rename Executive Committee to GRF Administration.

#### Executive Committee – Amend 30-5093-1, Member Rules of Conduct

MOVED to amend 30-5093-1, Member Rules of Conduct, updating the document language, as presented.

## <u>Executive Committee - Amend 30-5093-2, Member Rules of Conduct Non-Compliance with Rules of Conduct- Fines and Penalties</u>

MOVED to amend 30-5093-2, Member Rules of Conduct Non-compliance with Rules of Conduct- Fines and Penalties, updating the document language, as amended.

#### <u>Executive Committee - Amend 30-5093-3, Procedure for Notification of Violation and Right of</u> Hearing

MOVED to amend 30-5093-3, Procedure for Notification of Violation and Right of Hearing, updating the document language, as presented.

#### Executive Committee - Amend 30-5026-3, GRF Election of Officers

CONCURRED to remove from the agenda and sent back to Executive Committee, 30-5026-3, GRF Election of Officers.

#### Finance Committee – SRO Labor Rate Increase

MOVED to increase the standard hourly SRO labor rate to \$47.20 and the overtime hourly rate to \$70.80, effective January 1, 2022.

#### Mutual Administration Committee – Adopt 50-1650-4 Insurance Disclosure

MOVED to adopt 50-1650-4 Insurance Disclosure as amended at the GRF Board meeting.

#### <u>Mutual Administration Committee – Amend 50-1670-4 Leisure World Seal Beach Buying and</u> Selling Handout

CONCURRED to present 50-1670-4 Leisure World Seal Beach Buying and Selling Handout at the September GRF Board of Directors meeting along with the original version.

#### Mutual Administration Committee - Amend 50-1671-4 "Paws" For Thought

CONCURRED to refer 50-1671-4 "Paws" for Thought back to the Mutual Administration Committee for review.

<u>Physical Property Committee - Capital and Reserve Funding Request - Slurry, Re-Striping of The Parking Lots at The Administration Building, Building Five, Ch Six - Concrete Replacement Clubhouse One</u>

MOVED that the GRF Board award a contract to MJ Jurado for the repair, slurry, and re-striping of the Administration Building, Building Five, and Clubhouse Six parking lots and to replace the asphalt at Clubhouse One parking lot with concrete and to add \$14,000 in contingencies for a total project cost not to exceed \$193,357, allocating \$78,049 in Reserve funding and \$115,308 in Capital Funding and to authorize the President to sign the contract.

#### <u>Physical Property Committee – Approve Contractors of Record</u>

MOVED to approve the Contractors of Record for contractors: M.J. Jurado, Custom Glass, Greenwood Heating and Air, Advanced Painting, JC Kress Construction, and Roxygen Painting for a one-year term.

#### Recreation Committee – Install Dar Veterans Memorial Statue

MOVED to approve the Service Maintenance department to install upon receipt from the DAR a statue as described in Exhibit A commemorating the 100th anniversary of the Unknown Soldier on the concrete wall at Veterans Memorial Circle.

#### Recreation Committee - Install American Flag Drop Box

MOVED to approve the Service Maintenance department to install a reconditioned mail style drop box, in an area outside the library, to be used for the proper disposal of all American and service-related flags, to be maintained by the Leisure World American Legion post 327.

## <u>Security, Bus & Traffic Committee - Capital Funding Request -Approve Purchase Of Radar Trailers With Data Logger</u>

CONCURRED to refer the purchase of two (2) Model SMT 18-BAS radar trailers with a data collection option from MPH Industries at a cost not to exceed \$30,000.00, Capital funding back to Security, Bus & Traffic Committee, for review.

<u>Security, Bus & Traffic Committee - Amend 80-5145-3, Security Committee Charter</u>
MOVED to amend 80-5145-3, Security Committee Charter, updating the purpose of the committee, as amended.

#### August 2, 2021, Recreation Committee

- CONCURRED to schedule a special budget meeting.
- CONCURRED to review the sewing room enhancements agenda item at the next scheduling meeting.
- CONCURRED to forward the storage unit agenda item to the Strategic Planning Ad hoc Committee.
- MOVED to approve the recreation activities for 2021-2022, with the additions recommended by the committee members.
- CONCURRED to discuss the 2021-2022 Committee goals at the next scheduled meeting.
- MOVED to direct staff to work with Nancy Garrett to install a Veteran Garden Marker for the 100th Anniversary of the Tomb of the Unknown soldier in Leisure World Veterans Plaza Rose Garden.
- MOVED to approve the RV lot refund for space H-05
- MOVED to postpone the 60th anniversary until the opening of the time capsule, in 2025.
- MOVED to approve the proposed clubs Gloria Autoharp Club and History of Art Club.
- MOVED to recommend the GFR Board approve the installation of a flag drop box, for the proper disposal of American Flags, at the Leisure World, to be maintained by the American Legion Post 327.
- MOVED to forward Clubhouse Two, Lobby Carpet to the Physical Property, and ADRC Committees
- CONCURRED to discuss the revenue generating ideas at the next scheduled meeting.
- MOVED to approve to grant the Recreation Department permission to reimburse any Authorized Resident, with an existing Mini Farm lease, in order to expediate the cleanup of the lot.

#### August 4, 2021, Physical Property Committee

- MOVED and approve to remove the first two trees at the intersection of Oakmont and St. Andrews, regarding correspondence on page 24
- CONCURRED to request a work study meeting be scheduled to review the Total Quality Checklist.
- MOVED and approve to raise fees for (GL 53807014, Cost Center 670), to \$125 per month for vendors.
- MOVED and approve to accept the 2022 proposed budgets, as amended.
- MOVED to recommend to the GRF Board award a contract to MJ Jurado, for the repair, slurry, and re-striping of the Administration Building, Building Give and Clubhouse Six Parking Lots: \$36,382 and replacing the asphalt with concrete at Clubhouse One Parking Lot: \$142,975, adding \$14,000 in contingencies, for a total cost not to exceed \$193,457, Reserve funds, after review by the Finance Committee.
- CONCURRED to request the Facilities Director provide further information regarding the CI-Met trash contract, at the next scheduled meeting.
- MOVED and approve to recommend the GRF Board approve the Contractors of Record, (MJ Jurado Inc., Custom Glass, Greenwood Heating and Air, Inc., Advance Custom Pain, Inc., J.C. Kress Construction, Inc., and Roxygen Painting Company), for a one-year term.

- CONCURRED to discuss clubhouse assignments after the Total Quality Checklist work study meeting.
- CONCURRED to recommend the GRF President create a Renewable Energy Ad hoc Committee.
- CONCURRED to request the Facilities Director provide further information, at the next scheduled meeting.

#### August 5, 2021, Executive Committee

- MOVED to have Human Resources Coordinator, bring back the new position (Administration/Communications Specialist, based on the Committee's feedback, to the next scheduled meeting.
- MOVED to have Human Resources Director, bring back the Recreational Vehicle (RV) Lot and Mini Farm Job Description, based on the Committee's feedback, to the next scheduled meeting.
- APPROVED the Member Resources & Assistance Liaison position description.
- No action was taken for 2022 Budget Assumption.
- MOVED to recommend the GRF BOD to rename Executive Committee to GRF Administration Committee.
- CONCURRED to discuss Staffing Needs All Departments in the Executive Session of the committee.
- CONCURRED to setup a work study meeting for GRF Election Packet give to Candidates and be brought back to the next scheduled meeting.
- MOVED to recommend the GRF BOD to amended Active Membership Certificate for approval.
- MOVED to recommend the GRF BOD to amend Member Rules of Conduct Non-compliance with Rules of Conduct – Fines and Penalties for approval.
- MOVED to recommend the GRF BOD to amend Procedure for Notification of Violation and Right of Hearing for approval.
- MOVED to recommend the GRF BOD to amend GRF Election for approval.

#### August 9, 2021, Mutual Administration Committee

- CONCURRED to update the phone tree for Mutual Administration and to refer the reception report to the Communication & IT Committee.
- CONCURRED to send any recommendations, pertaining to the GRF Staff Review of department reports, to the Chair.
- CONCURRED to send any recommendations, pertaining to the Committee Review of department reports, to the Chair.
- No action was taken on the 2022 Budget for Cost Center 533. Item will be brought back to the next schedule meeting.
- No action was taken on the 2022 Budget for Cost Center 545. Item will be brought back to the next schedule meeting.
- No action was taken on the 2022 Proposed Operating Budget for Cost Center 574, Service Maintenance. It was consensus of the Committee to bring this item back for further review
- MOVED and recommended the Finance Committee change the budget for SRO Labor Cost Recovery from the current labor rate of \$45 per hour to \$47.25 per hour.
- CONCURRED to refer the Stock Transfer Quality Control Specialist to the GRF Administration Committee.
- MOVED and recommended to refer 50- 1650-4 Insurance Disclosure to the GRF Board of Directors.
- MOVED and recommended to refer 50- 1670-4 Leisure World Seal Beach Buying & Selling Handout to the GRF Board of Directors.
- MOVED and recommended to refer 50- 1671-4 "Paws" for Thought to the GRF Board of Directors.

 CONCURRED to address 50-1672-4, Property and Liability Insurance Fact Book, at the next scheduled meeting.

#### August 11, 2021, Security, Bus & Traffic Committee

- MOVED to amend the authorized resident contact form provided at the time of the meeting, to help finalized the gate access system project.
- No action was taken. The Fleet Manager provided updated information on the contracted/Off-Site bus service and was requested to bring additional information to the next scheduled meeting.
- No action was taken. The Fleet Manager provided updated information on the transportation consultant and was requested to bring additional information to the next scheduled meeting.
- CONCURRED reviewed and discussed the draft of 2022 Budget Assumptions, for Cost Centers 322, 837 and 838. Any changes and/or edits may be presented at the next schedule meeting.
- MOVED and recommended the GRF Board, the purchase of two (2) MPH Industries Model SMT 18-BAS, Speed Monitor 18 traffic calming radar trailers with traffic data collection capability, at a cost not to exceed \$30,000.00.
- MOVED to request the Security department, direct GRF and the Healthcare staff and contractors, to use the North and South gate entrances.
- MOVED and recommended the GRF BOD approve 80-5145-3, Security Committee Charter, as presented.

#### August 11, 2021, Management Service and Contract Ad Hoc Committee

- No action regarding GRF Recreation Department Management Services
- No action regarding IT Department- Management Services.
- No action regarding GRF Purchasing Department Management Services.
- CONCURRED to update the GRF Security Service list and brought back to the next meeting.

#### August 12, 2021, Communications/ITS Committee

- CONCURRED to Spotlight Magazine for 2022 and LWSB 60th anniversary book has been cancelled and the celebration of opening the time capsule located in the LW Library is still planned for 2025
- MOVED to recommend to the Finance Committee the inclusion and/or amendment to the Reserve Study for the replacement of Trust property assets identified as Computers, for compliance to systems needs to support Windows 11
- CONCURRED to further review an updated draft at the next scheduled Committee meeting, with the addition of a purchase request for computer supplies (capital budget), storage and shelving for IT Department.
- CONCURRED to further review an updated draft at the next scheduled Committee meeting, including the variance in LW Weekly footer ads.
- CONCURRED to further discuss SMS Policy Work Study Discussion at the next scheduled Committee meeting.
- CONCURRED to further discuss this topic at the next scheduled Committee meeting. The Managing Editor stated that SBPD PIO (Press Information Officer) advised to continue updating the residents on traffic safety through LW Weekly publications.
- No action was taken regarding Monthly Q&A Podcast with LW Weekly Staff Person.

#### August 13, 2021, Architectural Design and Review Committee

- CONCURRED to have Committee members (Gambol, Isom) conduct a visit to the nursery and bring back additional samples, to the next scheduled meeting.
- APPOINTED Mr. Dodero as Vice Chair.
- No action regarding Holiday Decorations.
- MOVED to approve the LW Fitness logo, exhibited in option A page 13, in the agenda packet.
- CONCURRED to review additional samples of Mini-farm logos at the next schedule meeting.
- CONCURRED to review additional color samples on option C, page 17 of the RV Lot at the next schedule meeting.
- CONCURRED TO review approved plant list and additional plants for consideration, at the next scheduled meeting.
- MOVED to approve the proposed color pallet and interior design elements, to be included with the Recreation Committee request to the Physical Property Committee, to replace the Clubhouse Two, lobby Carpet.
- MOVED to approve carpet (Brown/ Beige Model #LS043662) and included in the approved set
  of finishes and Materials.
- MOVED to refer the proposed 2022 budget, for Cost Center 101 to the Finance Committee for review, as presented.
- MOVED to purchase three (3) camel bags or the equivalent to enhance more water to the three African tulip trees at Clubhouse Four.
- CONCURRED to request an assessment on Clubhouse Two.
- CONCURRED to address 10-5160-3 ADR Committee Charter, at a work study.

#### August 16, 2021, Finance Committee

- MOVED to authorize the Finance Director, write off \$ 1,281 of uncollectible news receivables and assess the feasibility of using a collection agency to recover these funds.
- MOVED to approve the amendment of the Reserve Study, to reflect the replacement of Trust property assets identified as Computers, for compliance to systems needs to support Window 11:
  - 2022 Replacement of computers \$42,500
  - 2023 Replacement of computers \$42,500
  - 2024 Replacement of computers \$34,000
- MOVED to accept for audit and forward to the GRF Board the draft interim financial statements for period ending July 31, 2021, as presented by the Director of Finance, and as reviewed by the Finance Committee.
- MOVED and recommended the GRF Board authorize the purchase of brokered CDs through US Bancorp totaling \$200,000 of capital funds, with terms ranging from twelve (12) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor.
- MOVED to accept the recommendation from the Mutual Administration Committee and forward to the GRF Board the recommendation to increase the standard hourly SRO labor rate to \$47.20 and the overtime hourly rate to \$70.80, effective January 1,2022.
- MOVED to inform the Board, the Finance Committee has determined Reserve Funds in the
  amount of \$193,457 are available and have placed a temporary hold, pending Board action on
  the proposed, to remove and replace the asphalt in the parking lot of Clubhouse One with
  concrete, repair, slurry, and re striping of the parking lots at the Administration Building, Building
  Five and Clubhouse Six, for a cost not to exceed \$193,457, Reserve Funding, as being

recommended to the Board by the Physical Property Committee, per the Committees action request of August 4, 2021.

- MOVED that the GRF Board award a contract to MJ Jurado for the repair, slurry, and restriping of the Administration Building, Building Five, and Clubhouse Six parking lots and toreplace the asphalt at Clubhouse One parking lot, with concrete and to add \$14,000 in contingencies, for a total project cost not to exceed \$193,357, allocating \$78,049 in Reserve funding
- MOVED that the GRF Board award a contract to MJ Jurado for the repair, slurry, and restriping of the Administration Building, Building Five, and Clubhouse Six parking lots and to replace the asphalt at Clubhouse One parking lot, with concrete and to add \$14,000 in contingencies, for a total project cost not to exceed \$193,357, allocating \$115,457 in Capital Funding.
- No action was taken. Insurance coverage and costs and requested the Executive Director to bring quotes on the recommended coverages presented to the next scheduledmeeting.
- No action was taken. The draft of 2022 Budget Assumptions, for Cost Centers 431, 432, 439, 460, 465 & 544. Any changes and/or edits may be presented at the next scheduled meeting.

#### August 17, 2021, Website Redesign Ad Hoc Committee

- CONCURRED to recommend the GRF BOD approve, at the September BOD meeting, to connect the redesigned LWSB website to the domain name and make it visible to the public.
- MOVED to recommend the GRF BOD approve, at the September BOD meeting, the draft Wikipedia page, to be uploaded to the Wikipedia site.
- CONCURRED to distribute, for review, the link to the redesigned website, incorporating changes requested by the Committee, to the GRF Board of Directors during the first week of September.

## Financial Recap – July 2021

As of the seven-month period ended July 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$956,529.

#### Major variances are:

Wages, Taxes & Benefits	\$684,577	Favorable: Wages \$426K; P/R Taxes \$37K; Workers' Comp \$68K; 401(k) ER Match \$20K; Group Ins \$134K; average FTE < budget by 22 FTE
Agency Fees	(144,500)	Unfavorable: Temporary help to fill key positions
Professional Fees	(75,390)	Unfavorable: Unexpected legal expenses
Facilities Maintenance	57,998	Favorable: Maintenance scheduled for later in the year
Publication Printing	66,810	Favorable: Decrease in printing rates
Certificate Prep Fees	62,150	Favorable: Unit sales exceeds budget
Rental Income	188,389	Favorable: Unit sales exceeds budget
Other Income	45,101	Favorable: 2020 income tax refunds \$23K; permit income \$22K
News Advertising Income	57,787	Favorable: Display, Front Footer & Classified ads

Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$12,000,577	\$899,806	\$11,100,771	7

	Fund	Allocated	Unallocated	For details,
Capital Funds	Balance	Funds	Funds	see page
Capital Improvements	\$3,047,942	\$41,527	\$3,006,415	8

Total year-to-date approved unbudgeted operating expenses are \$115,062.

# Portfolio Specialist's Report September 2021 Coyote Safety



Coyotes in populated areas are typically less fearful of people. They have been known to attack pets and approach people too closely.

Coyotes are skilled hunters; we must be strong, motivated, and most importantly, **proactive**.

But what does being proactive mean?

- We must continue to haze the coyote. **DO NOT** turn your back and run. By running you are seen as prey. **Become BIG!** Wave your arms, scream, throw rocks, etc.
- We must not feed wildlife. Bird feeders on your property will attract rats, squirrels, and rabbits which will attract coyotes to your home.
- We must keep food and trash off our patios.
- We must protect our pets.

Small pets can easily become coyote prey. Cats and small dogs **should never be allowed outside alone.** It's highly recommended that small pets always be accompanied by their owner and dogs must be on a 6 foot leash. Do not use a retractable leash. Your pet can get too far away from you with a retractable leash. One may want to see their dog scamper around on a long retractable leash, but that is only placing the pet in harm's way and is a violation of policy.

Long Beach Animal Care Services recommends calling them at (562) 570-7387 (PETS) to report all coyote sightings and to determine if an Animal Control Officer is needed. Sightings can also be reported online using the link below:

(https://www.longbeach.gov/acs/wildlife/living-with-urban-coyote)

IF A COYOTE IS POSING AN IMMINENT THREAT TO LIFE, CALL 911.

#### **Rules and Regulations**

#### **AMENDED**

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#### EXHIBIT "D" FINE SCHEDULE

Including, but not limited to property alterations and/or improvements made without approval, repair and upkeep of property, unauthorized signs, and all other violations of the Mutual's Governing Documents, except as otherwise set forth herein, may be assessed a monetary penalty in the following amounts:

Violation	1st Offense	2 <sup>nd</sup> and each subsequent
		and/or continuation of offense
Residency/occupancy violations ( <u>e.g.</u> unauthorized occupants, guests residing longer than permitted)	Notice to Comply in 48 hours	Notice and hearing and fine of up to \$500 and up to \$100 per/day for each additional day of non-compliance, for a maximum of 20 days
Violation of Roof & Attic Access	Notice and hearing and up to \$1,000 and removal of unauthorized installation or non- compliant equipment if applicable	
Violation of Mutual Occupancy Agreement & all other Rules & Regulations	Written warning	Notice and hearing and fine of up to \$100 and up to \$100 per/day for each additional day of non-compliance, for a maximum of 20 days
Violation of Leasing Rules	Notice and hearing and fine of up to \$2,500.00	Notice and hearing and fine of up to \$5,000.00
Violation of Leasing Rules – Lease for Less than Thirty Days (Short- Term Rental)	Notice and hearing and fine of up to \$5,000.00	Notice and hearing and fine of \$2,500.00 to \$7,500.00

## EXHIBIT "E" RULES ON ELECTRIC VEHICLE CHARGING STATIONS

#### 1. Introduction

The Seal Beach Mutual No. Fourteen ("Mutual") recognizes the benefits that electric vehicles have on the environment, promotes and encourages the use of electric vehicle charging stations ("Charging Stations") within the Community, and is committed to working with Shareholders1 interested in installing a Charging Station.

The Mutual's Board of Directors ("Board") recognizes that in order to fulfill its

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

responsibilities, it must impose reasonable restrictions on installations of Charging Stations. Therefore, the Mutual has adopted these Rules on Electric Vehicle Charging Stations ("EV Rules"), which places reasonable restrictions that do not significantly increase the cost of the Charging Station or significantly decrease its efficiency or specified performance. In addition, the EV Rules ensures that a uniform and reasonably high standard of attractiveness is maintained within the Community, and that the Mutual is able to continue to meet its obligations for the maintenance, repair, and replacement of the common area, exclusive use common area and other building components.

The Mutual has established these EV Rules, including the guidelines described below, regarding the installation of Charging Stations within the Community. The EV Rules are based on, and designed to comply with, Civil Code sections 4745 and 4745.1, and as they may be amended from time to time. The EV Rules are designed to aid Shareholders in developing their electric vehicle charging station projects within Mutual expectations, thereby minimizing the time for review and approval by the Board. Interpretation, variances, and implementation of the Bylaws and Rules and Regulations of the Mutual (collectively "Governing Documents") are at the sole determination of the Board. These EV Rules supersedes any and all previous policies and guidelines promulgated by the Mutual, if any.

#### 2. Definitions

A Charging Station is defined as a station designed in compliance with California Building Standards Code and which delivers electricity from a source outside an electric vehicle into one or more electric vehicles. A Charging Station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging of plug-in electric vehicles.

An EV-dedicated TOU meter ("TOU Meter") means an electric meter supplied and installed by an electric utility, that is separate from, and in addition to, any other electric meter and is devoted exclusively to the charging of electric vehicles, and that tracks the time of use (TOU) when charging occurs. A TOU Meter includes any wiring or conduit necessary to connect the electric meter to a Charging Station, as defined in Section 4745, regardless of whether it is supplied or installed by an electric utility.

#### 3. Guidelines for Charging Stations and TOU Meters

All installations and/or alterations of a Charging Station, a TOU Meter, and any wiring or conduit necessary to connect the same must be approved in writing by the Board prior to commencing any construction activities.

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

Prior to providing its approval, the Mutual requires that the Shareholder provide evidence that he or she has obtained all necessary governmental permits as well as a GRF Permit from the Physical Property Department, as set forth in Section 3.2 of the Rules and Regulations.

Any Shareholder who installs or seeks to install a Charging Station and/or TOU Meter without prior written permission and approval of the Board, shall be responsible for all costs incurred to remove, relocate or modify the Charging Station and/or the TOU Meter, including attorney's fees and costs.

An application for approval shall be submitted, processed and approved in the same manner as an application for approval of an architectural modification to the property as set forth in the Governing Documents of the Mutual and the following:

- a. Approval or denial of the application shall be made in writing;
- b. If the application is not denied within sixty (60) days from the date of receipt of the application, then the application shall be deemed approved, unless that delay is due to a reasonable request by the Mutual for additional information; and
- c. Approval shall not be unreasonably avoided or delayed.

A Shareholder may install and use a Charging Station and/or a TOU Meter in the Shareholder's designated Carport once application is approved. A Shareholder must meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits.

A Shareholder seeking to install a Charging Station and/or a TOU Meter for the exclusive use of a Shareholder in a portion of the Common Area that is not the Shareholder's designated Carport shall be authorized by the Mutual only if installation in the Shareholder's designated Carport is impossible or unreasonably expensive, as determined in the sole discretion of the Board.

Where any portion of the project impacts Common Area/components and/or or Exclusive Use Common Area/components, the Mutual will require that the Shareholder enters into a release and indemnification agreement with the Mutual for the alteration/use of the space in the Common Area, subject to applicable provisions of the Davis-Stirling Common Interest Development Act ("Davis-Stirling Act") and any reasonable restrictions imposed by the Mutual. The cost for the preparation of such an agreement is \$600.00 (plus the cost of recordation), to be paid by the Shareholder.

(Aug 2021)

#### **Rules and Regulations**

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#### **AMENDED**

A Shareholder must meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits.

In compliance with the applicable provisions of the Davis-Stirling Act and the Governing Documents, the following requirements must be met if a Charging Station and/or a TOU Meter is to be installed:

- a. Shareholder must meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits;
- b. Shareholder must obtain prior Board approval and agree in writing to do each of the following: (1) comply with all Mutual architectural standards; (2) utilize a properly licensed and insured contractor to install the Charging Station and/or the TOU Meter; (3) within fourteen (14) days of approval and annually thereafter, provide a certificate of insurance that names the Mutual as an additional insured under the Shareholder's insurance policy in the amount of not less than one million dollars (\$1,000,000.00); (4) pay for all electricity usage associated with the Charging Station; and (5) enter into a License Agreement and pay for the costs of same.
- c. Shareholder and each successive owner of the Charging Station and/or the TOU Meter shall be responsible for all of the following: (1) costs for damage to the Charging Station, and/or TOU Meter, Common Area, Exclusive Use Common Area, Units, and any other property resulting from the installation, maintenance, repair, removal, or replacement of the Charging Station and/or the TOU Meter; (2) costs for the maintenance, repair, and replacement of the Charging Station and/or the TOU Meter until it has been removed and for the restoration of the Common Area after removal; (3) costs of electricity associated with the Charging Station; (4) disclosing to prospective shareholders of the existence of any Charging Station and/or the TOU Meter of the Shareholder and the related responsibilities of the Shareholder under this EV Rules and the Davis-Stirling Act, specifically Civil Code sections 4745 and 4745.1, and as it may be amended from time to time; and (5) maintaining a homeowner liability coverage policy in the amount of not less than one million dollars (\$1,000,000.00) and naming the Mutual as a named additional insured under the policy with a right to notice of cancellation.

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

The Mutual shall have no obligation to resolve any disputes related to allegations or claims that any Shareholder or other person has used another Shareholder's Charging Station and/or the TOU Meter without permission, or that any Shareholder or other person has damaged another Shareholder's Charging Station and/or TOU Meter. A Charging Station and/or TOU Meter installed and/or used by a Shareholder at the Mutual, as permitted under these EV Rules, shall be considered a Shareholder's personal property for which the Shareholder is solely responsible.

If required by the Mutual, Shareholder shall retain and pay for the services of a duly licensed structural engineer (as defined in California Business & Professions Code § 6736) to make a determination that the structural integrity of the Mutual building on which the installation will be located is adequate to support the Charging Station to be installed.

The Shareholder-owner of the Charging Station and/or the TOU Meter shall be solely responsible for the increase in any costs to maintain, repair, and/or replace any building components as a result of the installation of the same. The Charging Station and/or the TOU Meter may need to be lifted and/or removed to allow for the ongoing maintenance of the Mutual, and the Shareholder-owner of the Charging Station and/or the TOU Meter shall be solely liable for such costs. Upon request from the Mutual, the Shareholderowner of the Charging Station and/or the TOU Meter shall have the same lifted or removed within fourteen (14) days to accommodate repairs and maintenance to any Mutual components. If the Shareholder fails to lift or remove the Charging Station and/or the TOU Meter within the allotted time, the Mutual shall be authorized to cause the lifting or removal of the Charging Station and/or the TOU Meter and charge the actual cost of the same to the Shareholder as a special assessment. In no event shall the Mutual be responsible for the costs of lifting, removing, and/or reinstalling the Charging Station and/or the TOU Meter, or for any increase in the Shareholder's expenses during times which the Charging Station and/or the TOU Meter is inoperable for any reason.

Prior to the sale or transfer of any Charging Station and/or the TOU Meter equipped property, either: (1) the Charging Station and/or the TOU Meter must be removed from the Common Area and the same put back into its original condition at the Charging Station and/or the TOU Meter Shareholder's sole cost and expense; or (2) the transferee of the stock must, within fourteen (14) days of purchase, provide a certificate of insurance that names the Mutual as an additional insured under the new owner's insurance policy in the amount of not less than one million dollars (\$1,000,000.00); and agree to assume, abide by, and be bound by all of the terms of these EV Rules.

(Aug 2021)

#### Rules and Regulations

#### **AMENDED**

The Mutual shall retain the right to inspect the Charging Station and/or the TOU Meter and verify that installation adheres to all of the provisions of the EV Rules. Any and all costs incurred by the Mutual for a professional inspection of the Charging Station and/or the TOU Meter and/or its installation shall be the sole obligation of the Shareholder of the same.

In any action resulting from a dispute between the Shareholder(s) of the Charging Station and/or the TOU Meter and other Shareholder(s) of the Charging Station and/or the TOU Meter and the Mutual, related to the installation of the same, or any provisions of this EV Rules, the prevailing party shall be awarded its reasonable attorney's fees.

All parties will cooperate to take any and all actions and sign all documents reasonably necessary to effectuate the intent, and to carry out the provisions, of this EV Rules, including, but not limited to, the execution and delivery of all documents and performance of all further acts reasonably necessary for this purpose.

## EXHIBIT "F" ELECTRIC VEHICLE CHARGING STATION RELEASE AND INDEMNITY AGREEMENT

This Electric Vehicle Release and Indemnity Agreement ("Agreement") is by and between Seal Beach Mutual No. Fourteen ("Mutual") and ("Shareholders"). The Mutual and Shareholders are referred to collectively as the "Parties" and individually as a "Party."

#### **RECITALS**

- 1. Whereas, the Mutual is a California corporation organized and existing under and by virtue of the laws of the State of California. It is organized for the purpose of providing its common stockholders with housing on a non-profit basis, consistent with the provisions set forth in its Articles of Incorporation, By-Laws, Rules and Regulations, Occupancy Agreement, and other governing documents ("Governing Documents").
- 2. Whereas, Shareholders are the record owners of a stock connected to the unit situated within the Mutual, located at ("Property"), and are thus shareholders of the Mutual.
- 3. The Shareholder's Unit Number, Carport Number, and Space Number of the Property is as follows:

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

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4. Whereas, all shareholders of the Mutual are bound by the restrictions imposed in the Bylaws, Occupancy Agreement, and Rules and Regulations ("Governing Documents").

5. Whereas, the Mutual's Governing Documents provides that the Common Area within the Mutual is composed of the entire Community except the Units, and that the Common Area is owned by the Mutual and includes open spaces, recreational areas and other improvements intended for the general use of the Shareholders. Further, the Mutual shall provide maintenance, repair and replacement of improvements in the common area, including but not limited to common area building components, landscaping, and utility facilities. (See Bylaws, Art. X, Sec.10.1(h), Art. I, Sec. 1.5(c)).

6. Whereas, Shareholders seek to install an electric vehicle charging station ("Charging Station") in or around the Carport, within the Common Area of the Mutual, which could potentially impact the Mutual's ability to properly maintain, control and manage the Common Area in a safe condition, pursuant to the Governing Documents.

7. Whereas, Shareholders represent and warrant that they have obtained all other approvals and/or permits required in order to install the Charging Station, including any approval and/or permit required from the City, County, and/or the Mutual (as stated in the Governing Documents), as may be applicable, and, have provided sufficient evidence of the same to the Mutual.

8. Whereas, the Parties have agreed to be bound by the provisions provided for in this Agreement and in Civil Code §4745, which will permit Shareholders to install the Charging Station in exchange for certain maintenance costs and indemnity provided for herein.

#### **AGREEMENT**

NOW THEREFORE, in exchange for the releases, promises and other consideration described in this Agreement, and by incorporation of the recitals referenced above, the Parties agree as follows:

1. Permission for Electric Vehicle Charging Station Installation. The Mutual hereby grants permission to Shareholders for the installation of the Charging Station in the Common Area of the Property, at a specific location as approved by the Mutual, subject to the conditions and limitations contained herein. It is expressly understood that Shareholders are not being granted exclusive use to Common

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

Area, and that it is not appurtenant to their separate interest in the Unit. It is further understood that Shareholders are not entitled to utilize the Mutual's Common Area for any other purpose, except as granted by the Mutual's Governing Documents. If at any time Shareholders shall fail to comply with any of the terms or conditions contained in this Agreement, such permission shall be immediately revoked and the Mutual's building shall be put back into its original condition at Shareholders' sole cost and expense. Each of Shareholders' obligations under this Agreement are a material term, and breach of any of Shareholders' obligations shall be considered a material breach of this Agreement.

2.

herein.

2. Indemnity and Release of Mutual. Shareholders, on behalf of himself, herself, and any heirs, representatives, successors and assigns, hereby indemnifies, holds harmless, shall defend, and releases the Mutual and its officers, directors, employees, members, attorneys, and agents, and each of them, from any and all claims, debts, liabilities, demands, and causes of action, whether known or unknown, now and in the future, arising from or related to any loss or damage, including, without limitation, water damage, and any other damage sustained from or arising from the Charging Station and its installation, maintenance, or use, or any claims relating to the legality of the installation of the Charging Station and/or any legal challenge concerning the installation of the Charging Station by any other member of the Mutual, and shall remove the Charging Station in the event of such challenge. Shareholders agree to be solely responsible for any water intrusion, mold, and/or other damages caused to the Property, the Mutual's common area, or to any other property at the Mutual as a result of the installation, maintenance, and/or use of the Charging Station. Shareholders further agree to be solely responsible for any costs incurred by Shareholders and/or the Mutual, including actual attorney fees, in the defense of any legal or other challenge to the installation, maintenance and/or use, of the Charging Station, as described

3. Future Maintenance and Repair. Shareholders agree to pay to the Mutual the actual increase in any costs to maintain, repair, and/or replace any building components as a result of the installation, maintenance and/or use of the Charging Station. Shareholders specifically acknowledge that the Charging Station may need to be lifted and/or removed to allow for the ongoing maintenance of the building, and Shareholders agree to be solely liable for such costs. Upon request from the Mutual, Shareholders agree to have the Charging Station lifted or removed within fourteen (14) days to accommodate repairs and maintenance to any building components. If Shareholders fail to lift or remove the Charging Station within the allotted time, the Mutual shall be authorized to cause the lifting or removal of the Charging Station and charge the actual cost of the same to Shareholders as a special assessment. In no event shall the Mutual be

(Aug 2021)

#### **Rules and Regulations**

#### **AMENDED**

responsible for the costs of lifting, removing, and/or reinstalling the Charging Station, for any damages caused, or for any increase in Shareholders' utilities during times which the Charging Station is inoperable for any reason.

- 4. Transfer of the Property. Shareholders agree that prior to the sale or transfer of the stock and Property to another, either (i) the Charging Station shall be removed and the Shareholder shall reimburse the Mutual for the cost of the building being put back into its original condition, or (ii) the transferee of the Property shall sign a counterpart addendum to this Agreement whereby the transferee agrees to assume, abide by, and be bound by all of the terms herein as the Shareholders. This Agreement, if recorded, shall run with the land and shall be binding upon all successor purchasers of the Property.
- 5. Compliance with Electric Vehicle Charging Station Policy. Shareholders agree at all times to comply with and be bound by the Mutual's Rules on Electric Vehicle Charging Stations, a copy of which is attached hereto and incorporated herein by this reference, and which is subject to amendment from time to time.
- 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7. <u>Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement signed by all of the Parties hereto.</u>
- 8. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective directors, officers, agents, shareholders, partners, members, servants, employees, affiliates, representatives, heirs, executors, executrix, conservators, successors, beneficiaries, and assigns.
- 9. Further Assurances. The Parties shall timely execute and deliver any and all further documents that may be reasonably necessary to effectuate the provisions of this Agreement, including any documents necessary to allow this Agreement to run with the land. This Agreement may be recorded against the Property in the Mutual's sole discretion.
- 10. <u>Tax Consequences. Each Party is responsible for their own tax consequences, if any, related to this Agreement.</u>
- 11. Attorney's Fees. If any act at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the (Aug 2021)

  GOLDEN RAIN FOUNDATION Seal Beach, California

#### **Rules and Regulations**

#### **AMENDED**

prevailing Party shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that Party may be entitled.

- 12. No Reliance and Advice of Counsel. The Parties have been instructed to and have had the opportunity to have this Agreement reviewed by independent counsel of their own choosing, and by entering into this Agreement neither Party has relied upon the advice of the other Party. Each Party hereto executes this Agreement acting upon its independent judgment and upon the advice of its respective counsel, if applicable, without any representation, express or implied, of any kind or nature, from each to the other, except as only specifically set forth herein.
- 13. Counterparts. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Agreement transmitted by facsimile and/or other electronic means shall have the same force and effect as original signatures.
- 14. Captions and Interpretations. The paragraph titles, headings or captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles, headings or captions are not intended to define, limit or describe the scope of any provision, and shall not affect the interpretation of any paragraph hereto.
- 15. Singular, Plural, and Gender Usage. Whenever applicable within this Agreement, the masculine, feminine and/or neutral gender shall be deemed to include the other, and the singular and plural are each deemed to refer to the other.
- 16. Authority to Enter Agreement. This Agreement is the result of arms-length negotiations. Each signatory to this Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Agreement.
- 17. Incorporation of Recitals. Paragraphs A through H, inclusive, of the Recitals hereof are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this Agreement.
- 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings, whether oral or in writing, and may not be modified or amended except by written instrument signed by all Parties. Intent of the Parties. It is the

(Aug 2021)

#### **Rules and Regulations**

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#### **AMENDED**

intent of this Agreement that the Shareholder and each successive Shareholderowner of the Charging Station shall be responsible for all of the following: (1) costs for damage to the Charging Station, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the Charging Station; (2) costs for the maintenance, repair, and replacement of the Charging Station until it has been removed and for the restoration of the common area after removal; (3) the cost of electricity associated with the Charging Station; (4) disclosing to prospective shareholders the existence of any Charging Station of the Shareholder and the related responsibilities of the Shareholder under this Section 19. The Shareholder-owner of the Charging Station, whether located within a separate unit or within the common area or exclusive use common area, shall, at all times, maintain a liability coverage policy. The Shareholder that submitted the application to install the Charging Station shall provide the Mutual with the corresponding certificate of insurance within 14 days of approval of the application. That Shareholder and each successor shareholder shall provide the Mutual with the certificate of insurance annually thereafter.

THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW.

SHAREHOLDER(S):	
Date Date	NAME
Date Date	NAME
SEAL BEACH MUTUAL	NO. FOURTEEN
	Ciama a de
Date Date	Signed:
	Signed:
Date	

Page 115 of 116

#### **RESIDENT REGULATIONS**

#### **Eligibility Requirements**

1 2

eligibility criteria:

Apply for and be accepted as a member of the Golden Rain Foundation, Seal Beach, California.

Any persons seeking approval of the Board of Directors of Seal Beach Mutual No. Fourteen

to purchase a share of stock in the Mutual, and to reside in the Mutual, shall meet the following

7 8 9

#### 1. <u>MEET THE MUTUAL ELIGIBILITY CRITERIA AS FOLLOWS:</u>

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#### 1.1. Age

12 13 **1.1.1.** Minimum of 55 years, as confirmed by a birth certificate, or passport. A driver's license is not acceptable as proof of age.

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#### 1.2. Financial Ability

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## 1.2.1. Income

18 19 **1.2.1.1.** Verified monthly income that is at least four (4) times or greater than the monthly carrying charge (Regular GRF and Mutual Assessment plus Property Tax and Fees) at the time of application and have liquid assets of at least \$50,000 over the purchase price.

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**1.2.1.2.** Verified monthly income will be in the form of the past two years of:

23 24

Current Tax returns,

25 26  1099s for interest and dividends for the past two years (assets used to purchase unit will not be included in income calculations)

27 28 29

1099-Rs for retirement income from qualified plans and annuities.

30 31 plans and annuities.
Forms SSA-1099 showing Social Security Benefit

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received
 Irrevocable Trust Income

33 34 irrevocable Trust incom
 Disability Income

35 36  Six (6) to Twelve (12) months of checking account statements.

37 38 statements, Adjusted Gross Income per 1040, 1040A, or 1040EZ; plus that portion of Social Security, IRA

39 40 distributions, and pensions and annuities not included in adjusted gross income; plus tax exempt interest; (assets used to purchase unit will

(Sep 21)

#### **RESIDENT REGULATIONS**

#### **Eligibility Requirements**

41 not be included in income calculations) minus income tax, Social Security, Medicare, and self-42 employment taxes paid; and minus Medicare 43 44 medical insurance and prescription drug premiums; all divided by twelve (12) will equal net 45 monthly income to be used in Section 1.2 above. 46 1.2.2. 47 Assets 48 1.2.2.1. Have verified liquid assets of at least \$50,000 at the time of application. Assets can be verified by submitting copies 49 of at least the most recent 6month's worth of 50 savings/checking/investments account statements. 51 Brokerage statements and current interim 52 53 statement for the past two years. (assets used to purchase unit will not be included in income 54 calculations): 55 56 At least the most recent six months' worth of checking/savings investment account statements 57 (assets used to purchase unit will not be included 58 in income calculations). 59 1.2.3. Projected assessments will be the previous year's assessment (total 60 of carrying charge less any cable charge, less Orange County 61 Property Taxes and Fees), and the addition of the new property tax 62 at 1.2% of the sales price plus Orange County District fees divided 63 by 12 for the new projected monthly assessment. This new figure 64 (Regular Assessment plus Orange County Property Taxes and 65 District Fees) times four (4) will be the monthly income required. 66 This will be verified by the escrow company and the Stock Transfer 67 Office. Stock Transfer shall have the final say in establishing 68 69 verifiable income. 1.2.4. Verification shall be done by the Escrow Company and the Stock 70 Transfer Office prior to the new buyer interview and prior to the close 71 of escrow (the above verification will not be done by the individual 72 Mutual directors; Directors will not be required to study or understand 73 the financial requirements). 74 75 1.2.5. Only the proposed shareholder(s) income shall be considered for qualifying. 76 1.2.6. If moving within Leisure World, or if there are any additions/changes 77

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

(Sep 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

#### **RESIDENT REGULATIONS**

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**Prospective Buyer** 

(Sep 21)

#### **Eligibility Requirements** 78 to the title, the proposed shareholder(s) must meet these eligibility requirements. 79 1.2.7. In addition to the above financial verification documents a recent 80 81 credit report from one of the established credit reporting companies must be provided to the Stock Transfer Office by the prospective 82 proposed shareholder(s). The Stock Transfer Office must ensure that 83 the following conditions are met and must include that information 84 with the financial verification report. 85 **1.2.7.1.** A minimum FICO score of 620. 86 87 2. <u>HEALTH</u> 88 89 **2.1.** Have reasonably good health for a person of his/her age. Leisure World is 90 not a nursing home, an addicted living facility, nor an independent senior living 91 community. 92 93 3. SHAREHOLDER BUYER PREMIUM FEE 94 3.1 Prospective Mutual 14 shareholders will be assessed a Shareholder 95 Buyer Premium Fee of \$750 at the time of escrow. 96 97 98 99 Assume, in writing, the obligations of the "Occupancy Agreement" in use by the Mutual 100 Corporation. 101 Officers or Committees of the Board of Directors designated to approve new applicants are 102 responsible that the eligibility criteria of this corporation is equitably applied to all applicants. 103 Approval or disapproval of buyer(s) must be received by the Stock Transfer Office at least ten 104 105 (10) working days prior to the close of escrow. 106 107 I have read and understood what is required for eligibility consideration in the above named Mutual, including necessary documentation. 108 109 110 **Prospective Buyer** Date 111 112 113 114 **Prospective Buyer** Date 115

Page 3 of 4

Date



#### **RESIDENT REGULATIONS**

**Eligibility Requirements Prospective Buyer** Date

**Document History** Adopted:

June 2020 Amended: 21 Sept 2021

Keywords: Mutual Eligibility Requirements

Fourteen

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Rules and Regulations AMENDED

**Document History** 

(Aug 2021)

Adopted: 17 Dec 19 Amended: 16 Feb 21 Amended: 26 Mar 21 Amended: 15 June 21 Amended: 20 July 21

Amended: 17 Aug 21 Amended 17 Aug 21

**Keywords:** Mutual Rules and

Fourteen Regulations

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Resident, irrespective of whether the death occurred within the Unit, in Leisure World, or elsewhere, Security will deliver the GRF Bereavement Workbook ("Bereavement Book") to the Unit.

## 15.5.2. Death of Sole Shareholder. 15.5.2.1. Unattended Death.

the death of the sole Qualifying Resident/Shareholder is unattended – i.e., no other individuals are present at the time of death and the Unit is sealed per law enforcement or the Coroner order's, then no one, including without limitation, next of kin, trustees, Shareholders, visitors, guests, or registered caregivers, may access the Unit until otherwise directed by law enforcement or the Coroner. In the event that any individual desires to access the Unit, the Mutual reserves the right to prevent such entry pending further authorization from law enforcement or the Coroner. Security will place the Bereavement Book at the front of the Unit and reserve the right to place a knob lock on the door. If the door is unable to accommodate a knob lock, a plywood sheet may be affixed over the door.

#### 15.5.2.2. Attended Death.

If the death of the Qualifying Resident/Shareholder is attended, Security will complete a DOA Report, to identify all individuals present at the time of death. Security will deliver the Bereavement Book to the Unit. Security will instruct all individuals present, who identify themselves as having legal authority over the Unit. to visit the Stock Transfer Office, as soon as reasonably possible, in order to present evidence of the same. Security may also verify such legal authority. Notwithstanding the foregoing, Security will inform all persons present that no individuals will be permitted to stay in the Unit overnight after the death of a shareholder or Qualified Resident if that person is not a Qualifying Resident, Qualified Permanent resident or registered Co-Occupant, unless the Shareholder has executed the Shareholder Designation and Hold Harmless Agree and unless the permitted individual executes the permitted Individual Agreement no one may stay in the Unit overnight without Mutual permission, unless they are a Qualifying Resident, Qualified Permanent Resident, or registered Co-Occupant. Visitors and guests may request, from the Mutual Board, an emergency waiver to remain in the Unit

#### **AMEND**

Shareholder under this Section 19. The Shareholder-owner of the Charging 4955 4956 Station, whether located within a separate unit or within the common area or exclusive use common area, shall, at all times, maintain a liability coverage policy. 4957 4958 The Shareholder that submitted the application to install the Charging Station shall provide the Mutual with the corresponding certificate of insurance within 14 days 4959 of approval of the application. That Shareholder and each successor shareholder 4960 shall provide the Mutual with the certificate of insurance annually thereafter. 4961 4962 THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN 4963 4964 BELOW. 4965 4966 SHAREHOLDER(S): 4967 4968 Date NAME 4969 4970 4971 4972 NAME 4973 Date 4974 4975 SEAL BEACH MUTUAL NO. FOURTEEN 4976 Signed: \_\_\_\_\_ 4977 Date 4978 4979 Print:\_\_\_\_\_ 4980 4981 4982 4983 4984 Exhibit "G" 4985 SHAREHOLDER DESIGNATION AND HOLD HARMLESS AGREEMENT 4986 **LOCKOUT PROCEDURES** 4987 4988 This Shareholder Designation and Hold Harmless Agreement ("Agreement") is entered into by 4989 4990 ("Shareholder") with respect to the unit located at \_\_\_\_\_\_, Seal Beach, California 4991 ("Unit") and the following recitals. 4992 Whereas, Seal Beach Mutual No. Fourteen ("Mutual") a housing stock 4993 4994 cooperative organized for the purpose of providing its common stockholders with housing on a non-profit basis consistent with the provisions set forth in its Articles 4995 of Incorporation, By-Laws, Occupancy Agreement, Rules and Regulations, and 4996 other governing documents (collectively "Governing Documents"). 4997

#### **AMEND**

- 4998 B. Whereas, the Mutual is the owner of certain real property and improvements
  4999 thereon known as Seal Beach Mutual No. Fourteen, which is located in Seal Beach,
  5000 County of Orange, State of California ("Development").
- 5001 C. Whereas, Shareholder is a Shareholder of the Mutual with the right to occupy the Unit in accordance with the Occupancy Agreement.
- 5003 D. Whereas, the Mutual and Shareholder are bound by the terms and conditions 5004 of the Occupancy Agreement for the Unit, and the other Governing Documents of 5005 the Mutual.

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- E. Whereas, in accordance with the Governing Documents, the Mutual has the sole and exclusive right and duty to manage, operate, and control the Development, and has all the power necessary to carry out its rights and obligations, including but not limited to, the right and power to restrict access to the Unit upon the death of the Shareholder should the Shareholder pass with no surviving Qualifying Resident, Qualified Permanent Resident, or Registered Co-Occupant (as those terms are defined in the Mutual's Rules and Regulations) present to take control of the Unit, and until such time as legal authority is established over the Unit.
- as legal authority is established over the Unit.
   F. Whereas, in accordance with Section 15.5.2(ii) of the Rules and Regulations, the Mutual, in its sole discretion, has the right to remove any guests or visitors to the Unit present at an attended death of a Qualifying Resident or Shareholder from the Development and the Unit. The Mutual also maintains the right, in its sole discretion, to permit guests and visitors present at an attended death of a Qualifying Resident or Shareholder to remain in the Unit and the Development, subject to the Governing Documents and any amendments thereto.
- G. Whereas, in accordance with the Governing Documents, the Mutual permits
   the Shareholder to set forth specific individuals which can remain in the Unit
   following Shareholder's death, for such time and on such terms as set forth below,
   and subject to the Mutual's sole discretion.

- 5026 NOW THEREFORE, in exchange for the releases, promises and other consideration described in this Agreement, the Shareholder agrees as follows:
- 5028 <u>1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement.</u>
- 2. Individuals Permitted to Remain in Unit. Subject to the Mutual's sole discretion and the occupancy limitations contained in the Governing Documents, and subject to the requirement that the following individuals vacate the Unit and Development at the request of the Mutual, the Shareholder permits the following individuals to remain in the Unit, if and only if, such individuals were present at the attended death of the Shareholder:

	<u>(1)</u>	<u>(4)</u>
	(2)	<u>(5)</u>
5036	<u>(3)</u>	<u>(6)</u>

- Collectively, the foregoing individuals named in this Section 2 will be referred to as
  "Permitted Individuals" herein. The Mutual, in its sole discretion, has the right to
  require proof of identification of the Permitted Individuals. The Permitted
  Individuals must submit valid government issued ID to establish their identity, if
  requested by the Mutual.
- The Permitted Individuals may remain in the Unit for no longer than thirty (30) days, subject to the requirement that they execute any documents required by the Mutual, including without limitation, an indemnity and hold harmless agreement, and subject to the requirement that the Permitted Individuals vacate the Unit and leave the Development at the request of the Mutual.
  - 3. Revocation of Agreement and Replacement of Permitted Individuals. Revocation of this Agreement in its entirety must be done in writing to the Mutual ("Revocation"). Replacement of the Permitted Individuals must be done in writing to the Mutual, in the form of execution of a new Agreement designating new Permitted Individuals ("Replacement"). In order to be effective, each of a Revocation and/or Replacement shall either: (1) be done in the presence of a member of the Mutual's Board of Directors; (2) be done in the presence of a GRF staff member; or (3) be notarized before a Notary Public and delivered to the Mutual.
- Release and Indemnification of Mutual. Shareholder, on behalf of him/herself, 5055 and any heirs, executors, trustees, representatives, successors and assigns, hereby 5056 5057 indemnifies, holds harmless, and releases the Mutual and its officers, directors, employees, shareholders, and agents, and each of them, to the fullest extent 5058 permitted by law, from any and all claims, (including without limitation claims for 5059 bodily injury, death or damage to property), debts, obligations, liabilities, demands, 5060 and causes of action, lawsuits, losses, judgments, damages, costs and expenses 5061 5062 (including without limitation all attorneys' fees, court costs, and all other

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#### **AMEND**

professional, expert or consultants' fees, costs and expenses) of every kind and nature whatsoever, whether known or unknown, now or in the future, arising from or in any manner (directly or indirectly) related to, the Permitted Individuals, or any other individuals, remaining in the Unit following the Shareholder's death and any damage, loss, claim, or cause of action resulting therefrom, including without limitation damage to the Unit or the theft of and/or damage to the personal property of the Shareholder. Shareholder, on behalf of him/herself, and any heirs, executors, trustees, representatives, successors and assigns, further agrees to indemnify the Mutual for any damage to the Unit, Common Area, or other property within the Development caused by the Permitted Individuals.

5. General Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement can only be amended, canceled, revoked or otherwise modified as set forth in Section 3 herein. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective directors, officers, agents, shareholders, partners, members, servants, employees, affiliates, representatives, heirs, executors, executrix, conservators, successors, beneficiaries, and assigns. The Parties shall execute and deliver any and all further documents that may be reasonably necessary to effectuate the provisions of this Agreement. If any act at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorney's fees, which may be determined by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that Party may be entitled. Shareholder has been instructed to and has had the opportunity to have this Agreement reviewed by independent counsel of their own choosing, and by entering into this Agreement Shareholder has not relied upon the advice of Mutual. Shareholder executes this Agreement acting upon his/her/their independent judgment and upon the advice of his/her/their respective counsel, if applicable, without any representation, express or implied, of any kind or nature, from Mutual, except as only specifically set forth herein. Whenever in this instrument the context requires the masculine, feminine and/or neutral gender, each shall be deemed to include the other and the singular and plural are each deemed to refer to the other. Each signatory to this Agreement represents and warrants that he or she has full authority and is duly and fully authorized to execute this Agreement. This Agreement constitutes the entire agreement and understanding between Mutual and Shareholder with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings.

THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA. (IF DOCUMENT IS EXECUTED BY POWER OF ATTORNEY ON BEHALF OF THE SHAREHOLDER, A COPY OF THE POWER OF ATTORNEY MUST BE ATTACHED TO THIS AGREEMENT).

### **AMEND**

5110 **SHAREHOLDER:** 

5111 By: Date:

5112 **Name:** 

#### **Rules and Regulations**

#### **AMENDED**

5113	Permitted	<b>Individuals</b>	Agreement
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l, , agree not to remove any item of personal property, not owned by me, from the Unit and/or anywhere else in the Development. I agree not to damage any property located within the Unit and/or anywhere else in the Development. I agree to leave the Unit and Development when I am instructed to do so by the Mutual. If I refuse to leave, I acknowledge that I will be declared to be trespassing on both the Unit and the Development and the Mutual will call the Seal Beach Policy Department, or any other local authority, to remove me from the Unit and the Development.

#### Release and Indemnification of Mutual.

, on behalf of myself and any heirs, executors, trustees, 5122 5123 representatives, successors and assigns, hereby indemnify, hold harmless, and release the Mutual and its officers, directors, employees, shareholders, and agents, and each of them, 5124 to the fullest extent permitted by law, from any and all claims, (including without limitation 5125 5126 claims for bodily injury, death or damage to property), debts, obligations, liabilities, demands, and causes of action, lawsuits, losses, judgments, damages, costs and expenses 5127 (including without limitation all attorneys' fees, court costs, and all other professional, 5128 expert or consultants' fees, costs and expenses) of every kind and nature whatsoever, 5129 whether known or unknown, now or in the future, arising from or in any manner (directly or 5130 indirectly) related to: (1) my occupancy of the Unit and/or presence at the Development 5131 5132 following the Shareholder's death and any damage, loss, claim, or cause of action resulting 5133 therefrom; or (2) any action taken by the Mutual to remove me from the Unit at the expiration 5134 of the designated period, or otherwise at the Mutual's sole discretion.

(Aug 2021)

Rules and Regulations AMENDED

5135 **PERMITTED INDIVIDUAL:** 

5136 **By: Date:** 

5137 **Name:** 

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Document History

Adopted: 17 Dec 19 Amended: 16 Feb 21 Amended: 26 Mar 21

Amended: 15 June 21 Amended: 20 July 21 Amended: 17 Aug 21 Amended 17 Aug 21 21 Sept 21

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(Aug 2021)