

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FOURTEEN
November 16, 2021
Meeting begins at 1:00 p.m.
Clubhouse 4 and Zoom Video/Conference Call

TO ATTEND VIA ZOOM: Shareholders to contact his or her building director or any other director to request the dial-in/login information. The preferred means of contacting your building director to obtain dial-in/login information is by email. The Shareholder will be provided with instructions on how to access the call via telephone or via video upon the Shareholder contacting his or her building director, or any director and requesting the call-in or login information.

TO PROVIDE COMMENTS DURING MEETING VIA ZOOM: Shareholders may participate in an Open Board meeting during the Shareholder open forum. In order to make a comment during the Shareholder open forum, the shareholder must (i) notify their building director of their intent to speak during Shareholder open forum, or (ii) submit their information, including their name, Unit Number, and telephone number, via e-mail to leemelodym14@yahoo.com, by no later than 4:00 p.m. on 11/15/21, the business day before the date of the meeting.

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE
2. SHAREHOLDERS' COMMENTS
3. ROLL CALL
4. INTRODUCTION OF STAFF & GUESTS

Mr. Meza, Building Inspector
Ms. Arshat, Member Resources Assistant Liaison
Ms. Barua, Portfolio Specialist
Ms. Vasquez, Recording Secretary

5. **APPROVAL OF MINUTES**

- a. Approval of Regular Meeting Minutes of October 19, 2021.

6. **BUILDING INSPECTOR'S REPORT**

Mr. Meza

Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (pp. 4-5)

- a. Discuss and vote to approve golf cart pad proposal for Unit 14-030B (pp. 6-7)

7. **GUEST SPEAKER**

Ms. Arshat

- a. Discussion on collaboration project.

8. SECRETARY / CORRESPONDENCE

Ms. Simon

9. PRESIDENT'S REPORT

Mr. Melody

10. VICE PRESIDENT'S REPORT

Mr. Stefun

11. CHIEF FINANCIAL OFFICER'S REPORT

Ms. Rosenfeld

12. **CONSENT CALENDAR**

- a. Discuss and vote to authorize transfers of funds for Mutual 14. (p. 8)

13. **UNFINISHED BUSINESS**

- a. Discuss and vote ratify amended Mutual 14 Rules and Regulations Section 3.36 – Unit Fire Inspections and Special Unit Inspections, Section 3.38 - Inspection of Vacant, Unoccupied, Occasional- Use, Section 2.6.5 – Qualifying Resident's Requirements, and Section 5.7 – Maintenance of Garden Area. (pp. 9-12)

14. **NEW BUSINESS**

- a. Approval of Monthly Finances (p. 13)
- b. Discuss and vote to adopt Form 14-7586-4 - Personal Property and Liability Insurance (pp. 14-16)
- c. Discuss and vote to authorize Roseman Law APC to review 50-1645-4 - Qualified Permanent Resident Agreement/ Application and 50-XXXX-X - Approval Co – Occupant Application (pp. 17-26)

STAFF BREAK BY 3:00 P.M.

15. PORTFOLIO SPECIALIST

Ms. Barua

16. **COMMITTEE REPORTS**

- a. Physical Property Committee Report
- b. Landscape Committee Report
- c. Emergency Information Report
- d. Caregivers Committee Report
- e. Pet Committee Report
- f. Parking Committee Report

17. GRF GENERAL PROJECT UPDATES

18. DIRECTORS' COMMENTS

19. SHAREHOLDERS' COMMENTS (2-3 minutes)

20. ANNOUNCEMENTS

- a. **NEXT BOARD MEETING: Tuesday, December 20, 2021, at 1:00 p.m., Zoom/Video and Call Conference Meeting.**
- b. **M14 NEWS:** Shareholders interested in receiving the Larry Lowman Memorial Newsletter, published by Jack Faucett, please add your name to his list by e- mailing him @ larrylmemorial@gmail.com

21. ADJOURNMENT

22. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 4:00 P.M.

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (14) Fourteen	INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE: November, 2021	

PERMIT ACTIVITY

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
14-D	CENTRAL AIR SYSTEM	BOTH	09/27/21	12/27/21	NONE		GREENWOOD
15-B	BATH ROOM FLOORING	GRF	11/08/21	12/30/21	NONE		LW DÉCOR
15-I	SKYLIGHT KITCHEN/BATH	BOTH	10/05/21	11/30/21	NONE		M&M CONSTRUCTION
16-C	CENTRAL AIR SYSTEM	BOTH	11/12/21	02/12/21	NONE	Waiting on contractor	GREENWOOD
16-I	KITCHEN COUNTER TOP	BOTH	11/19/21	02/25/21	NONE	Waiting on contractor	GODMAN CONSTRUCTION
18-D	FLOORING	GRF	10/01/21	11/01/21	NONE		KARY'S CARPETS
20-I	LOWER CARPORT STORAGE	GRF	10/02/21	10/12/21	NONE	FINAL 10/22/21	OGAN CONSTRUCTION
21-C	FLOORING	GRF	11/01/21	12/01/21	NONE	FINAL 10/28/21	KARY'S CARPETS
23-D	NEW PATIO	GRF	06/23/21	08/13/21	NONE	FINAL 11/01/21	GODMAN CONSTRUCTION
24-K	LOWER CARPORT STORAGE	GRF	10/01/21	10/15/21	NONE	FINAL 11/01/21	MJ JURADO
25-C	SHOWER CUT DOWN	BOTH	10/20/21	11/20/21	NONE		NUKOTE
25-C	SHOWER REMODEL	BOTH	09/20/21	10/10/21	NONE	FINAL 10/29/21	LOS AL BUILDERS
26-E	GFI OUTLET IN PATIO	BOTH	10/11/21	11/19/21	NONE		JULIAN AGUILAR ELECTRIC
28-L	PATIO TILE	GRF	08/27/21	12/29/21	NONE		L&S CORE CONSTRUCTION
30-B	PATIO ELEC OUTLETS	BOTH	09/27/21	12/31/21	NONE		BA CONSTRUCTION
30-B	PATIO OUTLETS	BOTH	10/01/21	12/31/21	NONE		BRUNO H. ALVAREZ
30-D	RAISE SHOWER BENCH	GRF	12/09/21	01/29/22	NONE		NUKOTE
31-D	COUNTER TOP, SINKL	BOTH	10/18/21	10/30/21	NONE		OGAN CONSTRUCTION
32-C	SLIDER/ WINDOWS	BOTH	01/03/21	02/18/22	NONE		BERKGIVIST CONSTRUCTION
49-J	CART PAD	GRF	09/08/21	09/29/21	NONE	Waiting on contractor	J&J LANDSCAPING
49-A	NEW ENTRY WALK	BOTH	09/06/21	10/06/21	NONE	Waiting on contractor	MJ JURADO
49-G	LOWER CARPORT STORAGE	GRF	11/05/21	11/15/21	NONE		MJ JURADO
49-K	KIT REMODEL/LIGHTING	BOTH	09/01/21	11/27/21	NONE	PLUMB/ELECTRICAL 10/27/21	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	CENTRAL AIR SYSTEM	BOTH	08/30/21	11/30/21	NONE	FINAL 10/01/21	GREENWOOD
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	FINAL 10/01/21	MARCO CONSTRUCTION

ESCROW ACTIVITY

Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE, CLOSING, CLOSED, NMI
2-I		10/26/21					6 5 8 3
2-J		06/30/21					
3-B		10/12/21	10/20/21	10/22/21			
5-F		07/20/21	10/13/21	10/13/21	10/25/21	11/03/21	
13-F		08/04/21	10/11/21	10/19/21	11/02/21	11/10/21	
13-K		07/22/21	08/24/21	08/30/21	09/11/21	10/21/21	
17-G		03/13/19					
18-D		06/17/21	09/08/21	09/13/21	09/25/21	11/03/21	
20-I		06/16/21	07/06/21	07/06/21	07/18/21	09/13/21	
21-E		11/26/19					
24-C		11/05/21					
24-J	09/13/21						
28-B		07/28/21	08/10/21	08/11/21	08/22/21		
29-C	11/10/21						
29-E	09/24/21						
30-B		06/30/21	07/02/21	07/14/21	07/26/21	08/20/21	
31-D		09/24/21					
33-D		10/12/21	11/09/21	11/09/21			
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	10/04/21	
51-C		11/08/21					
52-E		07/15/21	07/28/21	07/30/21	08/11/21	11/04/21	

INSPECTOR MONTHLY MUTUAL REPORT		
MUTUAL: (14) Fourteen	INSPECTOR: Mike Meza	
MUTUAL BOARD MEETING DATE:	November, 2021	

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

CONTRACTS

CONTRACTOR		PROJECT
J&J LANDSCAPE	NOVEMBER 30, 2021	Landscaping & Irrigation
EMPIRE PIPE	DECEMBER 31st 2022	Annual inspection
		Out going line only
FENN	JUNE 1, 2022	Pest and rodent control services
FENN PEST AND TERMITE		Bait station maintenance

SPECIAL PROJECTS/ REQUEST					
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Contractor	Discription of Work
J&J Landscape	Cart Pad for BOD approval

SHAREHOLDER AND MUTUAL REQUEST	
1. Shareholder's Name	
2. Mutual's Name	
3. Requested Action	
4. Reason for Request	
5. Date of Request	
6. Status of Request	
7. Comments	

[illegible]

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE CART PAD PROPOSAL FOR UNIT 14-20B (BUILDING INSPECTOR'S REPORT, ITEM A)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move to approve the golf cart pad proposal for Unit 14-30B. Work to be done at the shareholder's expense.



re route sprinklers as needed

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE TRANSFERS OF FUNDS FOR MUTUAL FOURTEEN (CONSENT CALENDAR, ITEM A)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move 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
10/20/2021	\$23,306.00	Invoice # Multiple Check # 11326 – J&J Landscaping
10/21/2021	\$35,059.25	US Bank Checking to US Bank Restricted Money Market
10/27/2021	\$25,000.00	US Bank Non-Restricted Money Market to US Bank Checking
11/04/2021	\$15,000.00	Invoice # Sale of 14-005F Check # 039057 – Castlehead Inc, Escrows
11/05/2021	\$77,157.12	US Bank Checking to GRF – US Bank Checking
11/08/2021	\$67,829.65	US Bank Checking to US Bank Impound

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY AMENDED SECTION 3.36 – UNIT FIRE INSPECTIONS AND SPECIAL UNIT INSPECTIONS, SECTION 3.38 - INSPECTION OF VACANT, UNOCCUPIED, OCCASIONAL- USE, SECTION 2.6.5 – QUALIFYING RESIDENT'S REQUIREMENTS, AND SECTION 5.7 – MAINTENANCE OF GARDEN AREA (UNFINISHED BUSINESS, ITEM A)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move to ratify amended Section 3.36 – Unit Fire Inspections and Special Unit Inspections, Section 3.38 - Inspection of Vacant, Unoccupied, Occasional- Use, Section 2.6.5 – Qualifying Resident's Requirements, and Section 5.7 – Maintenance of Garden Area; the 28-day posting requirement has been met.

SEAL BEACH MUTUAL NO. FOURTEEN**Rules and Regulations**

474 caregiver's pass and badge.

475 **2.6.2. Driver's License.**

476 Any caregiver working in Mutual Fourteen must have a valid
477 driver's license if driving a vehicle into Leisure World.

478 **2.6.3. Pass and Badge Requirements.**

479 All caregivers (including family members without a business
480 license) as an individual, or through an agency, must apply and
481 receive a caregiver's pass and clear badge holder through the GRF
482 Stock Transfer Office. The Pass must: (1) be renewed every six
483 (6) months; (2) be worn in clear sight at all times; and (3) may not
484 be transferred or lent to anyone.

485 **2.6.4. Caregiver's Use of Laundry Facilities.**

486 **2.6.4.1.** Part-time caregivers may use laundry facilities for
487 Shareholder's laundry only. Part-time caregivers who
488 use Mutual laundry facilities for their personal or family
489 use will be permanently banned from the Mutual.

490 **2.6.4.2.** Caregivers who serve as 24-hour caregivers, and live
491 within the Qualifying Resident's Unit, may use washers
492 and dryers for their personal use, but may not use the
493 washers and dryers for other family members or friends.

494 **2.6.5. Qualifying Resident's Requirements.**

495 In order to establish that a Qualifying Resident requires 24/7 care
496 from a Caregiver, the Qualifying Resident must present a doctor's
497 note, stating that 24/7 care is necessary. The note must be on the
498 doctor's original letterhead **or prescription pad** and must be an
499 original document. The requirement to obtain a doctor's note does
500 not apply to a Qualifying Resident that requires part-time care.

501 **2.6.5.1.** Permitted live in health care workers may stay up to 10
502 days after the death of a shareholder with the written
503 approval of established legal authority.

504 **2.6.6. Caregiver Actions.**

505 Caregivers, as an invitee or the Qualifying Resident, must act in
506 compliance with the Rules and Regulations of the Mutual at all
507 times. Specifically, a Caregiver must cease any noise that could
508 be considered disruptive (i.e. no loud televisions, radios, or talking,
509 so as not to disturb the quiet enjoyment of other Qualifying
510 Residents and Shareholders), after 10:00 p.m. Caregivers are not
511 allowed to have guests or invitees, including without limitation,
512 family members or friends, to the Unit or anywhere within the
513 Mutual. Caregivers shall not bring any pets into the Mutual and/or
514 Leisure World. Caregivers shall not utilize any Mutual and/or GRF
515 community facilities.

SEAL BEACH MUTUAL NO. FOURTEEN**Rules and Regulations****3.36. Section 3.36 – Unit Fire Inspections and Special Unit Inspections.**

Each Unit will be inspected at the regular annual ~~or bi-annual~~ Mutual fire/safety inspection conducted by the Physical Property Department or any special inspection as ordered by the Mutual Board, with a duly posted 72-hour notification to the Qualifying Resident. Any infractions will be indicated, and the Qualifying Resident will be informed by mail to cure the infraction within thirty-two (32) days of the date of the letter. A follow-up inspection of the premises will be conducted to assure compliance. At the time of inspection, the GRF Building Inspector will verify that the smoke detector(s) are within the ten (10) year maximum life and in working condition. **Shareholders will be required to provide proof of liability Insurance during Fire Inspections or within 10 days. If not, shareholders will be fined per Fine Schedule.**

3.37. Section 3.37 – Temporary Relocation During Repair and Maintenance.

The Mutual shall not assume responsibility for relocating and/or housing Shareholders during the repair and maintenance of Common Area.

3.38 Section 3.38 Inspection of Vacant, Unoccupied, Occasional-Use Units Any Vacant, Unoccupied or Occasional-Use or Lessee-Occupied Unit in Mutual Fourteen shall be inspected every 90 days by a Physical Property Inspector, the President and/or a Mutual director assigned to the respective building. Inspections shall be conducted during the months of February, May, August, and November. A fee of \$48.00 will be charged to the shareholder. The Mutual directors shall provide a list of vacant, unoccupied, or occasional- use units to the President. Appointments for inspections of the unit shall be coordinated by the President. The inspection of Vacant, Unoccupied, Occasional-Use or Lessee-Occupied units shall be posted at least 72 hours prior to the inspection.

4. ARTICLE IV – PORCHES/PATIOS/GOLF CART PADS**Definition of Terms:**

- a. A porch is the space under the roof of the structure open to the outside or enclosed from the weather.
- b. A porch and a patio can be built as a continuous structure, but the portion outside the roofline will be considered and maintained as a patio.
- c. A patio is any surface other than garden material that is attached or adjacent to the outside wall structure of the Unit's structure.
- d. A porch is included in the exclusive use permit of occupancy and is not included or managed by this Article IV.

(OCT 2021)

GOLDEN RAIN FOUNDATION Seal Beach, California

SEAL BEACH MUTUAL NO. FOURTEEN**Rules and Regulations**

careful attention to prevent endangerment to other shareholders and their pets, as well as to beneficial insects.

5.6. Section 5.6 – Potted Plants.

Potted plants are not permitted on entrance walkways; nor can they inhibit the 36-inch entry requirement. Further, potted plants are not permitted on top of, or hung from Padmount transformers, nor on telephone vaults or walk lights. Cement pavers must be under all pots containing trees or large plants.

5.7. Section 5.7 – Maintenance of Garden Areas.

After cleaning garden areas or raking leaves, Shareholders should place the leaves or debris in the proper trash bins. At the time of escrow or transfer of stock to a new Shareholder, the Mutual Inspector and the Mutual Board will signify any plants, shrubs or trees that need to be removed. The cost of such removal will be the expense of the seller or transferee of ownership. Planting will be in accordance with the current Mutual Rules and Regulations. If the new Shareholder wishes to do the planting, it will be at his/her expense. Shareholders may design a garden area with slight curves within 36 to 48 inches to enhance their garden areas. First, Shareholders must submit a plan and drawing of the proposed garden area to the Mutual Board prior to work being performed. If approved, the plan and drawing will go into a file for that Unit and be grandfathered in, so that the garden area does not have to be returned to its original configuration if the Shareholder sells his or her share of stock. Shareholders are expected to maintain their flower bed areas to enhance the Mutual and be aesthetically appealing to the appearance of the Mutual. Shareholders should have a minimum of approved decorative stones or chips over an approved weed barrier at the shareholder's expense. If a Shareholder does not adhere to the requirements of this Article III of the Rules, the Mutual will advise the Shareholder, in writing, of the problem to be corrected and may take disciplinary action.

5.8. Section 5.8 – Flower Bed in Garden Area.

Every Shareholder is allowed the privilege of a flower bed area in front of his/her Unit. Flower beds are cultivated, weeded, and trimmed by contracted landscapers every five (5) weeks. Shareholders who desire to do the work themselves may alert the landscapers by placing red flags within the flower bed. Flags are available from gardeners. Landscapers are instructed to remove weeds from all flower bed areas, including Baby's Tears, wild mint, ivies, and plants of the spiderwort family. These plants can spread onto the lawns or invading neighboring gardens.

5.9. Section 5.9 – Prohibited Uses of Garden Area.

(OCT 2021)

GOLDEN RAIN FOUNDATION Seal Beach, California

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move 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 October 2021.

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND POLICY 7586.14 – PERSONAL PROPERTY AND LIABILITY INSURANCE AND ADOPT FORM 14-7586-4 - PERSONAL PROPERTY AND LIABILITY INSURANCE. (NEW BUSINESS, ITEM B)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move to adopt Form 14-7586-4 - Personal Property and Liability Insurance on a preliminary basis until the 28-day posting requirement has been completed. The adoption will be ratified at the next scheduled meeting and take effect if the board received no comments.

SEAL BEACH MUTUAL NO. FOURTEEN**Shareholder/Resident Regulations****ADOPT****Personal Property and Liability Insurance**

All Shareholders (whether residing in the Unit or not) must carry general liability insurance (either in the form of an HO6 policy or a renter's policy) with proper liability coverage. The general liability insurance policy shall cover the entirety of the contents within the Unit, any damage to the interior of the Unit, any damage to property owned by third parties, and any personal injury occurring in the Shareholder's Unit or adjacent property, for which the Shareholder is responsible. The general liability insurance policy requirements are set out below.

1. THE SHAREHOLDER SHALL:

- 1.1. Obtain and maintain a general liability insurance policy, at his/her/its sole expense.
- 1.2. Be liable for the cost of any deductible their policy has with respect to any claim for which a Shareholder is insured and is liable; and
- 1.3. Obtain general liability insurance in an amount sufficient to cover personal injury to other persons who may be injured in their Unit or on other property for which the Shareholder is responsible, but in no event less than \$300,000.00.

2. The Shareholder and/or Qualifying Resident must provide the Mutual with proof of insurance within thirty (30) days from the date the Qualifying Resident executes the Occupancy Agreement. The Shareholder is not relieved of any liability due to the Shareholder's failure to insure their property.

3. Notwithstanding any other provision in the Governing Documents, each Shareholder shall be liable for his/her/its own negligent or intentional actions resulting in damage to property or personal injury, including the cost of any Mutual insurance deductible that Shareholder causes the Mutual to incur. The Shareholder is solely responsible for the cost of any damage caused by his/her/its own negligent or intentional actions, including repairing or replacing any damage he/she/it causes to any personal property in the unit, including without limitation, furnishings, interior improvements, floor and wall coverings, appliances, fixtures and any damage to the unit, any other unit, or the building caused by water intrusion from whatever source, fire, or any other cause.

4. The Mutual shall only be responsible for the routine maintenance, repair, or replacement of Common Areas or facilities and for its own or its agents' and employees' negligent or intentional acts. Shareholder is responsible for any damage caused by the failure of Shareholder's standard fixtures, appliances and plumbing systems.

(Nov 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

SEAL BEACH MUTUAL NO. FOURTEEN**Shareholder/Resident Regulations****ADOPT****Personal Property and Liability Insurance**

5. Although a Shareholder may be unable to occupy the Unit while repairs are being made, the Shareholder shall, nonetheless, be responsible for any living expenses incurred during repairs and the monthly assessment on the Shareholder's Unit regardless of who caused the damage. The Shareholder, may, however, be indemnified by any and all individuals and entities who are liable for the damage making the Unit inhabitable.

I have read and understood what is required for personal property and liability insurance in the above named Mutual, including necessary documentation.

Prospective Buyer

Date

Prospective Buyer

Date

Prospective Buyer

Date

Document History

Adopted: 16 Nov 2021

Keywords: Mutual Fourteen Insurance Personal Property Liability

Mutual Corporation No. Fourteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO SEND QUALIFIED PERMANENT RESIDENT AGREEMENT AND APPLICATION AND APPROVAL CO - OCCUPANT TO ATTORNEY FOR REVIEW (NEW BUSINESS, ITEM C)
DATE: NOVEMBER 16, 2021
CC: MUTUAL FILE

I move to authorize Roseman Law APC to review 50-1645-4 - Qualified Permanent Resident Agreement/ Application and 50-XXXX-X - Approval Co – Occupant Application, at a cost not to exceed \$250. Funds to come from Legal and authorize the President to sign any necessary documentation.

Application & Approval Co-Occupant

Mu. / Unit # _____

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

- | | |
|---|-----------|
| <input type="checkbox"/> Sign Cover Sheet Disclosure | Pages 1-2 |
| <input type="checkbox"/> Co-Occupant Application Form | Pages 3-4 |
| <input type="checkbox"/> Co-Occupant Agreement | Pages 5-7 |

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

Amenities Fee \$4,127 and Setup Fee \$100.00 is paid: Receipt # _____

ID Card Received: _____ Date: _____ Staff: _____

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

X _____

Co-Occupant Signature

Date: _____

X _____

Shareholder-Member Signature

Date: _____

X _____

Shareholder-Member Signature

Date: _____

Co-Occupant Initials: _____

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

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

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

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

Co-Occupant Initials: _____

Co-Occupant Application

Golden Rain Foundation
Stock Transfer OfficeMutual/Unit: _____

**Confidential Information
Maintained in GRF Corporate File**

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

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

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

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

Co-Occupant Initials: _____

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

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

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

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

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Initials: _____

Co-Occupant Agreement

Mutual & Unit: _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. CARRYING CHARGES

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

ARTICLE 3. OCCUPANCY AGREEMENT

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

Co-Occupant Initials: _____

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

ARTICLE 4.

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

ARTICLE 5.

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

ARTICLE 6.

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

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

Co-Occupant Initials: _____

ARTICLE 7.

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

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Initials: _____

Return this form to the Stock Transfer Office.
If you require additional forms, contact Stock Transfer at (562) 431-6586, ext. 339, 347, or 348.
Golden Rain Foundation Seal Beach, California

**Qualified Permanent Resident Agreement**

Mutual No. _____

Unit No. _____

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

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

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

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

ARTICLE 1. CHARGES

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

ARTICLE 2. OCCUPANCY AGREEMENT

The Qualified Permanent Resident acknowledges reading the Occupancy Agreement existent between the Corporation and the "Shareholder-Member(s)" and agrees to be bound by all the terms and provisions therein contained as to residency, and the fact that said unit is to be used for residential purposes only. The Qualified Permanent Resident agrees and acknowledges that the Qualified Permanent Resident, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 3.

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

STOCK TRANSFER



ARTICLE 4.

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

ARTICLE 5.

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

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

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

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

Return this form to the Stock Transfer Office.

If you require additional forms, contact Stock Transfer at (562) 431-6586, ext. 339, 346, 347, 348, or 400.

Golden Rain Foundation Seal Beach, California