A G E N D A SPECIAL MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL EIGHT MAY 8, 2017 10:00 a.m. BUILDING 5 CONFERENCE ROOM C

CALL TO ORDER

SHAREHOLDER COMMENTS – (2-minute limit per shareholder)

ROLL CALL

INTRODUCTION OF GUESTS AND STAFF:

Mrs. Aquino, Recording Secretary

UNFINISHED BUSINESS

- a. Ratify Policy 7531.08 Inspection of Vacant, Unoccupied or Seasonal Use Units (page 2)
- b. Ratify Rescinded Policy 7512 Guarantor Agreement (pages 3-4)

NEW BUSINESS

- a. Adopt Policy 7549.08 Lockout Procedures (pages 5-6)
- b. Occupancy Agreement–Article 5 (page 7)
- c. Outsourcing Washers and Dryers-"WASH" Multi-Family Laundry Room Systems

DIRECTOR(S') COMMENTS

ANNOUNCEMENTS:

SHAREHOLDER COMMENTS – (2 minute limit per shareholder agenda items only)

ADJOURNMENT

EXECUTIVE SESSION (member issues, legal)

STAFF SECRETARY WILL LEAVE THE MEETING BY 12:10 p.m.

NEXT MEETING:

<u>Annual Shareholder's Meeting</u>

<u>May 22, 2017, at 10:00 a.m.</u>

<u>Clubhouse 4</u>

To have the Mutual Eight Board of Directors minutes e-mailed to you monthly, please send your request to: mutual8webmaster@gmail.com

AMEND MUTUAL EIGHT

RESIDENT REGULATIONS

Inspection of Vacant, Unoccupied or Occasional-Use Units

Any vacant, unoccupied or occasionally used unit in Mutual Eight shall be inspected every 90 days by a Physical Property Inspector or his/her designate and the Mutual director assigned to the respective building. Inspections shall be conducted during the months of January, April, July and October. The inspection in October may be waived during the years that the Fire/Safety Inspection is conducted. There will be a maintenance/inspection charge for Vacant, Unoccupied or Occasional use Units. The billing will be at a Service Request Order (SRO) rate starting with a 30 minute minimum and billed in fifteen (15) minute increments thereafter.

The Mutual director shall provide a list of vacant, unoccupied or occasional-use units to the Physical Property Inspector <u>or his/her designate</u> and set an appointment with the inspector for the inspection. Mutual Directors are encouraged to talk to Building Captains to update the list of units to be inspected. <u>If shareholders elect to conduct their own inspection, a Mutual Director must still be present to insure <u>completion of the requirements.</u></u>

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

During the inspection, if any violations are found that are the responsibility of the shareholder, the shareholder must affect the repairs, maintenance or replacements as needed within the time frame specified. In accordance with the Occupancy Agreement, Section 11(c), Repairs, if the shareholder fails to effect the repairs, maintenance or replacements in a manner satisfactory to the Mutual, the Mutual may do so and add the cost <u>per Service Order Request.</u>

MUTUAL ADOPTION

EIGHT

(Draft created on 3/20/17 ka) Draft created on 3/31/17 cd)

Page 1 of 1

To:

RESIDENT REGULATIONS

Guarantor Agreement Form (Except Mutual 02, 07 and 17)

GOLDEN RAIN FOUNDATION

a corporation

1661 Golden Rain Road Seal Beach, California 90740
I,, the undersigned, hereinafter called "Guarantor," in order to induce you to enter into and permit the issuance by the Golden Rain Foundation of a membership certificate in the Golden Rain Foundation and the transfer and issuance of a share of stock in Seal Beach Mutual No, hereinafter called "Mutual," to, hereinafter called "Stockholder," do hereby individually, jointly and
severally, as the case may be, guarantee the performance by said "Stockholder" of all the
terms and conditions of said Occupancy Agreement and the payment of all payments and monthly carrying charges under the terms and conditions recited in said Occupancy
Agreement, or any renewals thereof, and the Guarantor further hereby individually, jointly and
severally, as the case may be, undertakes to and does agree to indemnify and hold you and
your successors and assigns harmless form and against any and all liability, loss, damage or
expense including counsel fees which you may incur or sustain by reason of the failure of
said "Stockholder" to fully perform and comply with the terms and obligations of membership
in the Golden Rain Foundation, the Occupancy Agreement, and the purchase of share of
stock in Seal Beach Mutual No

and

SEAL BEACH Mutual NO.____ a corporation

This guarantee is absolute and complete and shall extend to and cover any and all forms of indebtedness and liability on the part of the said "Stockholder" to the Golden Rain Foundation and/or "Mutual" heretofore accrued or hereafter accruing or arising from the issuance of said membership in the Golden Rain Foundation, said share of stock in "Mutual" and said Occupancy Agreement, and shall extend to any indebtedness of said "Stockholder" to such corporations, and said guarantee shall be a continuing guarantee and no notice of any indebtedness already or hereafter contracted or renewed need be given to the Guarantor or any of them. The Guarantors hereby expressly waive presentment, demand, protest, and notice of protest on any and all forms of indebtedness and also waive notice of the acceptance of this guarantee. Acceptance on the part of the said corporations being conclusively presumed by its request for this guarantee and delivery of the same to it.

Each of the undersigned acknowledges that this guarantee is operative and binding without reference to whether it is signed by any other person or persons. The undersigned all acknowledged that this guarantee is not subject to revocation by the undersigned and pertains to and applies to all monthly carrying charges and payments under the said Occupancy Agreement and said certificates as hereinabove referred to for so long as the said

(Apr 17)

RESIDENT REGULATIONS

Guarantor Agreement Form (Except Mutual 02, 07 and 17)

"Stockholder" and/or his or her estate shall hold stock in said corporation.

GOLDEN RAIN FOUNDATION a corporation

By	
	GUARANTOR
SEAL BEACH MUTUAL NO.	
a corporation	GUARANTOR
Bv	Dated

GRB

Approved: 18 Dec 73

<u>Mutual</u>	Rescind
Two	04-20-17
Seven	03-15-17
Seventeen	03-07-17

(Apr 17)

DRAFT

RESIDENT REGULATIONS

Lockout Procedures

The following will be in effect for units after the death of a shareholder/owner:

1. Death with Surviving Shareholder/Owner Living in the Unit

If the death of the shareholder/owner occurred at the unit and a surviving shareholder/owner is living in the unit at the time, a Bereavement Book will be left at the unit by Security.

If the death of the shareholder/owner occurred outside the unit and a surviving shareholder/owner is living in the unit at the time, a Bereavement Book will be provided by Foundation personnel at the time the death is reported.

2. Death of Sole Owner

a. Unattended Death

If death is unattended and the unit is sealed per law enforcement or coroner's order, then no one may access the unit until official next-of-kin determination is made by the coroner's office. Security will leave a Bereavement Book at the unit and place a knob lock on the door. If the door cannot accommodate a knob lock, a plywood sheet shall be affixed over the door. If someone comes forward as Trustee, non-resident co-owner or with other legal authority, Foundation personnel must check with the coroner's office before permitting access to the unit.

b. Attended Death

Security will identify on the DOA report those present at the time of death, including family members, hospice workers, caregivers, and other individuals. A Bereavement Book will be left at the unit. If someone present is identified as legal authority of the unit and can provide evidence of same, Security will instruct them to visit the Stock Transfer Office as soon as possible. Security will inform all persons present that no one may stay in the unit overnight without Mutual permission, unless they are a registered caregiver or co-occupant.

If legal authority is not established at the unit via documentary evidence, all persons present will be asked to leave the unit until legal authority is established at the Stock Transfer Office. From there, the unit will be knob locked or a plywood sheet shall be affixed to the door. The exception to this is if a registered co-occupant or caregiver lives at the unit, or if Mutual permission is obtained.

DRAFT

RESIDENT REGULATIONS

Lockout Procedures

3. Reporting of Death to Mutual President

Shareholder/owner deaths shall be reported to the Mutual President within one (1) to two (2) business days with the following information:

- a. Name of decedent
- b. Date and location of death
- c. Identification of persons present at unit (if any)
- d. Name, relationship and contact information of surviving shareholder/owner (if any)
- e. Name, relationship and contact information of decedent's emergency contacts (if no surviving shareholder/owner is present at the unit)
- f. If legal authority has been established
- g. If/how the unit was secured
- h. If there are any registered co-occupants, caregivers or pets at the unit

MUTUAL ADOPTION
Mutual: date

ARTICLE 5. PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

The Member shall occupy the dwelling unit covered by this agreement as a private residential dwelling for the Member, or for qualified members of Member's immediate family, who are over the age of 55 and for no other purpose, and may enjoy the use, in common with the other members of the Corporation, of all community property and facilities of the project, so long as Member continues to own the aforesaid common stock of the Corporation, occupies the dwelling unit, and abides by the terms of this agreement. Member shall not own more than one share of stock in Corporation, or any other Mutual Corporation located in Seal Beach Leisure World concurrently, Member being expressly obligated to fully divest ownership in Corporation prior to acquiring, owning or occupying a dwelling unit other than as set forth above.

The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will Member commit or permit any nuisance on the premises or commit or suffer any illegal act to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.