

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Maintenance Responsibility – Mutual Eight**

WHEREAS, The Occupancy Agreement in Seal Beach Mutual Eight contains a provision under Article 11, Repairs, paragraph (b), whereby the Corporation shall (among other things) provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article. Clause (a) of Article 11 of the Occupancy Agreement stipulates that even though all expansions or permanent fixtures and appliances to the unit become Mutual property when attached to the building, under the Mutual Corporation's residential permit for alterations or additions, the owner/shareholder agrees not to look to the Golden Rain Foundation or the Mutual Corporation for reimbursement for the cost of the addition or the alteration," and

WHEREAS, That any repairs, maintenance, or replacement of any cosmetic items, hardware, fixtures, and other non-standard additions and/or alterations (except permitted construction of interior and exterior walls, ceilings, and roofing) to the original building structure be the responsibility of, and all charges and costs for the maintenance, repair or replacement of same be paid by the owner/shareholder originally applying for the addition or alteration permit, and to the successor owner/shareholder of that unit.

Cosmetic items and non-standard additions and/or alterations shall include, but not be limited to, all glass, etched or paned windows, non-standard doors, decorative non-standard window/door framing or molding, skylight domes, brick or other facing material, non-standard electrical fixtures and lights, all non-standard flooring including carpeting, wood flooring of any kind, counters made of non-standard materials, non-standard added appliances and plumbing fixtures, non-standard bathroom fixtures, and non-standard cabinetry, ceiling fans, heat pumps, wall heaters, and screens and windows in patios.

Additionally, standard Service Maintenance repairs are performed without cost to the owner/shareholder, if such services do not result from negligence on the part of the owner/shareholder. Repairs include those which are necessary to maintain functionality of electricity, plumbing, and standard appliances.

Additionally, the Mutual will replace all standard smoke detectors and smoke detector batteries, the 10-year type, at no cost to the owner/shareholder. This will include remodels except at the time of the construction when it is the owner/shareholder's cost.

THEREFORE BE IT RESOLVED, That a copy of this resolution, together with a list of all such cosmetic and non-standard additions and/or alterations added to the original unit building, be attached to the escrow agreement between the existing owner/shareholder and the successor owner/shareholder in order to inform all new successor owner/shareholders of such items, and of their obligation for the ongoing

(Aug 17)

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maintenance, repair, and replacement of such items at their expense, and

BE IT FURTHER RESOLVED, That the existing owner/shareholder, upon the resale or sale of the unit, shall obtain a one-year warranty on each non-standard appliance and provide all warranties in the escrow packet. The cost of said warranty shall be equally shared with the new owner/shareholder.

BE IT ALSO RESOLVED, that if the owner/shareholder requests, Mutual Eight will pay 50 percent of the following standard items if they are over *20 years old*: countertops, ovens, cooktops, sinks, and toilets. This applies to refrigerators after *10 years*.

The Mutual will pay 50 percent of a Hi-Boy toilet cost when it is installed based on the need of the owner/shareholder.

In the event of failure of a lighting ballast to the original bedroom/den soffit and kitchen light fixtures, a standard LED light fixture (supplied by the Purchasing Department) shall be installed at the Mutual's cost.

All units shall have SmartBurners installed at the Mutual's cost, per Policy 7426.08 – SmartBurners. If the standard stove top is not present in the unit, the Mutual will provide some other fire safety option, when reasonable. Consideration of fire safety is first choice when replacing standard stove top types. Deviation from a Mutual standard stove top requires approval from the Building Inspector in regard to fire safety.

All other standard items (bath fans, shower doors, sinks, standard toilets, etc.) are replaced by the Mutual *ONLY* when they are non-functional and irreparable.

MUTUAL
EIGHT:

ADOPTION
09-23-13

AMENDMENTS
02-23-15, 08-28-17