

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Electric Cart and Pad – Agreement – Mutual Nine

1. I, _____ hereby attest that I am a shareholder in the common interest development governed by Seal Beach Mutual No. NINE, (the “Mutual.”). My address is _____, Seal Beach, CA 90740, (the “Property”); the Property is a part of all the real property owned by the Mutual in fee title (the “Development”). Any references to “my” or “I” in the Agreement shall refer to the shareholder.
2. This Agreement to the Electric Cart Pad Regulations (the “Agreement”) shall govern any and all legal shareholders with the right to occupy the Property and each will be required to sign below. The Agreement shall hereby be deemed to be incorporated into and by this reference become a part of my Occupancy Agreement, signed on _____.
3. I understand that the Mutual’s Board voted on **February 13, 2017** to allow for the construction of an Electric Cart Pad. This Agreement grants permission for me to perform a modification, which will result in an encroachment into the Mutual’s common area for my exclusive use.
4. This Agreement sets forth my financial and legal obligations prior to the issuance of the permit granting me authority to install an Electric Cart Pad to the Property and will become a permanent part of my Occupancy Agreement, as described above. It is understood by both shareholder and the Mutual that the explicit purpose and intent of this Agreement is to protect the Mutual and all of its shareholders from any untoward financial or legal obligations that may result from my Electric Cart Pad.
5. I understand and agree that all requests and plans for the new Electric Cart Pad must adhere to Policy 7507.9 – Electric Cart Pad Regulations or will be rejected.
6. I agree to assume all costs and responsibilities in connection with the Electric Cart Pad including, but not limited to the construction, expansion, ongoing maintenance, or resulting issues which arise from the Electric Cart Pad. I accept full financial responsibility for maintenance and repairs of my Electric Cart Pad in accordance with the requirements of the Mutual’s Bylaws and my Occupancy Agreement. I authorize the Mutual, in the event of my failure or inability to comply with the terms of this Agreement, the Occupancy Agreement or any other maintenance or repair requirements imposed by the Mutual, to perform and complete necessary maintenance and bill/assess the cost thereof against me in any manner permitted by the Mutual’s governing documents and/or applicable law. Further, should the Electric Cart Pad installation result in any damage to the Development or any utilities or other components for which the Mutual is responsible, I agree that the Mutual will hold me responsible for the costs incurred by the Mutual in repairing/remediating same after a noticed hearing before the Board of Directors.

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7. I further hereby agree to indemnify, defend and hold harmless the Mutual, it's directors, officers, managing agents, and committee members from and against any claims, liabilities, damages, injuries, causes of actions, demands, costs and expenses brought by any third parties or other Mutual shareholders against the Mutual as a result of or arising from the Electric Car Pad in any manner whatsoever.
8. Further, upon the sale/transfer of my share in the Mutual and transfer/change in the corresponding unit for which I am granted the right to occupy and reside, I agree to remove the Electric Car Pad and restore such area and surrounding areas to their original condition prior to the Electric Car Pad at my own expense unless the prospective buyer/shareholder/occupier of my unit agrees to execute this new Agreement and said Agreement be deemed to be incorporated into and by this reference become part of his/her Occupancy Agreement.
9. Without limiting the foregoing, this Agreement shall be kept on record with the Stock Transfer Office; however, it shall be my sole and full responsibility to notify the buyer/transferee of my share/Property regarding the existence of this Agreement as well as the requirement that the Electric Cart Pad be removed and restored to its original condition prior to subsequent transfer/sale unless the prospective buyer/transferee agrees to sign an Agreement reflecting the same or similar obligations as set forth in this Agreement and that said Agreement be deemed to be incorporated into and by this reference become part of his/her Occupancy Agreement.
10. Finally, I agree and acknowledge that if the Mutual is able to record this Agreement and/or the Occupancy Agreement as against the Property or such other real property as may be desired with the Orange County Recorder's Office, the Mutual shall be permitted to do so, and I shall, without prejudice or protest, execute and deliver any and all instruments, liens, agreements, documents, notarizations and other writings and perform all other acts reasonably necessary to effect the terms, conditions and purposes of this Agreement as a recorded document against the Property and to permit the Mutual to record this Agreement. This Agreement shall be deemed effective as of the last date set forth below.

Each Shareholder and person granted the right to occupy my Property is bound by this Agreement and is required to sign below. By my signature, I hereby agree without reservation to all conditions listed herein (agreement must be signed and submitted prior to granting of permit by the Board of Directors).

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Shareholder:

Print Name: _____

Sign: _____ Date: _____

GRF I.D. No. _____

Shareholder:

Print Name: _____

Sign: _____ Date: _____

GRF I.D. No. _____

Witness/GRF Physical Property:

Print Name: _____

Sign: _____ Date: _____

Approved in concept upon issuance of permit by Seal Beach and/or Physical Property.

Denied Date _____

Reason: _____

Mutual President/Director:

Name _____

Sign: _____ Date: _____

Original: Stock Transfer
Copy: Physical Property Department
Copy: Shareholder

MUTUAL ADOPTION

NINE: 06-12-17