

MUTUAL OPERATIONS

RESIDENT REGULATIONS

Maintenance Responsibility – Mutual Sixteen Only

The Occupancy Agreement in Seal Beach Mutual Sixteen 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 apartment become Mutual property when attached to the building; under the Mutual Corporation's residential permit for alterations or additions, the owner/member resident 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

NOW, THEREFORE BE IT RESOLVED, That any repairs, maintenance, or replacement of any cosmetic or non-standard additions and/or alterations 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/member resident originally applying for the addition or alteration permit, and to the successor owner/member resident of that apartment. Cosmetic items and non-standard additions and/or alterations shall include, but not be inclusive of etched or paned windows, non-standard front doors, decorative non-standard window/door framing or molding, skylights, brick or other material facing, non-standard electrical and lights, non-standard

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flooring, counters made of non-standard material, non-standard appliances and plumbing fixtures, non-standard bathroom fixtures, and non-standard cabinetry.

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 apartment building, be attached to the escrow agreement between the existing owner/member resident and the successor owner/member resident in order to inform all new successor owner/member residents of such items, and of their obligation for the ongoing maintenance, repair, and replacement of such items at their expense.

BE IT FURTHER RESOLVED, That the existing owner/member resident, upon the resale or sale of the apartment, shall obtain a one-year Home Warranty Plan to cover each non-standard appliance and provide said warranty plan in the escrow packet.

MUTUAL ADOPTION**AMENDMENTS**

SIXTEEN: 03-18-13

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