



Board of Directors

Agenda

Clubhouse Four

Tuesday, October 24, 2017

10:00 a.m.

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
- 4) Announcements/Service Awards
- 5) Seal Beach Mayor's Update
- 6) Shareholder/Member Comments

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4 - minute limit per speaker, when there are no more than 15 speakers
- 3 - minute limit per speaker, 16- 25 speakers
- 2 - minute limit per speaker, over 26 speakers

- 7) Consent Calendar – Approval of Board Committee Meeting Minutes (pp.1-2)
- 8) Approval of Minutes
 - a) September 26, 2017 (pp. 3-16)
- 9) Reports
 - a) Los Alamitos Medical Center Advisory Report
 - b) Management Services Review Ad hoc Report
- 10) New Business
 - a) General
 - i) LA Seismic, Access Permit Request (Mr. Pratt, pp. 17-20)

- ii) Establishment of Ad hoc Committee (Ms. Stone, pp. 21-22)
 - iii) Amend On-Site Sales Lease (Mr. Crossley, 23-26)
- b) Architectural Design and Review Committee
 - i) Naming of Clubhouse Two Multi-Use Area, Mission Park (Mrs. Heinrichs, pp. 27-28)
- c) Communications Committee
 - i) Rescind Policy 2840.01-36, Subscriptions Procedure (Mr. Gould, pp. 29-30)
- d) Executive Committee
 - i) Staffing for Recreation and Library Departments (Mrs. Perrotti, pp. 31-32)
 - ii) Approve Payroll and Human Resources Information System (Ms. Winkler, pp. 33-42)
 - iii) Amend Policy 5026-30, Election of Officers (Mrs. Reed, pp. 43-46)
 - iv) Amend Policy 5041-30, Real Property Acreage (Mr. Doderio, pp. 47-50)
- e) Finance Committee
 - i) Accept September Financial Statements (Mr. Lukoff, pp. 51-58)
 - ii) Approve CDAR Purchase (Ms. Snowden, pp. 59-60)
 - iii) Accept Reserve Study for 2018 Budget Year (Ms. Winkler, pp. 61-64)
 - iv) Acceptance of the 2018 Annual Budget Disclosure & Policy Statement (Mr. McGuigan, pp. 65-80)
 - v) TENTATIVE VOTE: Amend Policy 5061-31, Fees (Ms. Rapp, pp. 81-98)
 - vi) FINAL VOTE: Amend Policy 5523-31, Accounts Receivable Collections (Mr. Moore, pp. 99-100)
- f) Mutual Administration Committee
 - i) Rescind Policies 7720, Distribution Services and 7740, Messenger Services (Ms. Hopewell, pp. 101-104)
- g) Physical Property Committee
 - i) Capital Funding – Electric Services, 5.5 Acres (Ms. Rapp, pp. 105-108)
 - ii) Capital Funding – Addition of Pedestrian Ramp, Clubhouse Six (Mrs. Damoci, pp. 109-112)
 - iii) Reserve Funding – Paving Project, Phase II (Mr. McGuigan, pp. 113-118)

- iv) Reserve Funding – St. Andrews Gate Improvements (Ms. Fekjar, pp. 119-122)
- h) Recreation Committee
 - i) Capital Funding - Clubhouse Six, Addition of Fixed Walls (Mrs. Perrotti, pp. 123-128)
 - ii) Amend Policy 1406-50, Limitations on Use (Trust Facilities) (Mrs. Perrotti, pp. 129-150)
 - iii) RV Lot Individual Lease Revisions (Ms. Fekjar, pp. 151-159)
- 11) Staff Reports
 - a) Director of Finance's Report – Ms. Miller
 - b) Executive Director's Report – Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment
 - a) **November 28, 2017, 10:00 a.m., Clubhouse Four**

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In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following September 2017 Committee meetings:

- Minutes of the Management Services Review Ad hoc Committee Board Meeting of September 5, 2017
- Minutes of the Recreation Committee Board Meeting of September 6, 2017
- Minutes of the Physical Properties Committee Board Meeting of September 7, 2017
- Minutes of the Executive Committee Board Meeting of September 8, 2017
- Minutes of the Architectural Design and Review Committee Board Meeting of September, 2017
- Minutes of the Special Finance Committee Board Meeting of September 19, 2017
- Minutes of the Finance Committee Board Meeting of September 19, 2017

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, please see a staff member in the Administration Office.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
September 26, 2017**

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, September 26, 2017, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Phil Mandeville, President of the Presidents Council, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary reported that Directors L. Perrotti, R. Stone, Snowden, L. Stone, Reed, Gould, Hopewell, Rapp, Doderio, Winkler, Heinrichs, Damoci, Lukoff, Crossley, Fekjar, and Moore were present. Directors McGuigan and Pratt were absent.

Sixteen Directors were present, with a quorum of nine.

PRESIDENTS COMMENTS

Today you are going to hopefully see the 2018 GRF Budget approved. You will hear that there is going to be an increase. And I think everyone's first response will be "that's because they are spending so much money on the Main Gate, the roads, Clubhouse Six and all those plants!"

Well, they would be wrong. The Main Gate, the roads, Clubhouse Six and the plants are coming out of reserves and capital. Where do the reserves and capital get their money? For the most part they are from Membership Fees. They are paid by new members as they move into the community. This is a onetime fee. I'm sure you remember what you paid. I paid \$1,600 and it is now \$2,605 with an increase coming in January 2018. So far, this year we have collected nearly 1.5 million dollars from 543 new residents. And we expect by the end of the year to reach 2 million dollars. In 2016, we collected over 1.8 million dollars.

The GRF Budget is not made lightly. Each committee has spent at least 3 meetings reviewing their individual budgets. For 8 standing committees that alone is 24 meetings. And that does not count the special finance committee meetings held for the Budget alone. There are a lot of good reasons why we are asking for an increase. There will be a Town Hall meeting on October 17 at 10:00 a.m. to discuss the Budget in detail. Be sure to come so that you can be properly informed. Don't be a member who passes along misinformation.

ANNOUNCEMENTS/ SERVICE AWARD PRESENTATIONS

The GRF Board of Directors met for Executive Session meetings on September 1 and September 18, 2017.

SERVICE ANNIVERSARIES

Two employees were recognized with service awards.

Marianne Duncan
Conrad Giacomazzi

Transportation Department
Service Maintenance Department

5 years
20 years

SEAL BEACH MAYOR'S REPORT

The Mayor of Seal Beach provided an update of the City of Seal Beach Council meeting.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16 - 25 speakers
- 2 minute limit per speaker, over 26 speakers

One shareholder/member offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following Committee meetings:

- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of July 28, 2017
- Minutes of the Community Access Ad hoc Committee Board Meeting of August 1, 2017
- Minutes of the Recreation Committee Board Meeting of August 2, 2017
- Minutes of the Physical Properties Committee Board Meeting of August 7, 2017
- Minutes of the Security, Bus & Traffic Committee Board Meeting of August 9, 2017
- Minutes of the Executive Committee Board Meeting of August 11, 2017

APPROVAL OF BOARD MEETING MINUTES

The minutes of the August 22, 2017 meeting were approved, by general consent of the Board, as corrected, and the minutes of the August 31, 2017 Special meeting were approved, by general consent of the Board, as presented.

REPORTS

The Chair of the Los Alamitos Medical Center Advisory Council presented a report on the Council's activities.

The Chair of the Management Services Review Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

NEW BUSINESS

General

Mutual Administration Committee Member Appointment

In accordance with Article 7, Section 1, Article 8 of the Bylaws and Foundation Policy 5100-30, Committee Functions of the Golden Rain Foundation of Seal Beach, the President shall appoint all committees and their members, subject to the approval of the GRF Board.

Ms. Stone MOVED, seconded by Ms. Hopewell and carried unanimously by the Board directors present-

TO approve the appointment of Perry Moore to the Mutual Administration Committee.

Architectural Design and Review Committee

Capital Funding – Topiary Area

At its regular scheduled meeting on September 11, 2017, the Architectural Review and Design Committee (ADRC) unanimously agreed to replace the landscaping adjacent to Clubhouse Three, including planting topiaries removed from the Main Gate area, replacing the irrigation, and installing the grass mixture, for a cost not to exceed \$8,000 (proposal from Johns Landscaping Service), and to forward a request to the GRF Board, following the review by the Finance Committee, for Capital funding.

At its regular scheduled meeting on September 18, 2017, the Finance Committee reviewed available funding for this project, and unanimously resolved to approve the Capital funding request.

Mrs. Reed MOVED, seconded by Ms. Rapp –

TO award a contract to Johns Landscaping Service to replace the
landscaping adjacent to Clubhouse Three, including planting
topiaries removed from the Main Gate area, replacing the

irrigation, and installing the grass mixture, for a cost not to exceed \$8,000, Capital funds, and authorize the President sign the contract.

Four Directors spoke on the motion.

The motion was carried unanimously by the Board directors present.

Trust Property – Naming

At the August 25, 2017 meeting of the Architectural Design and Review Committee, the Committee reviewed and approved to recommend to the Board the naming of Trust Property located at the junction of the Administration Building, Amphitheater and Medical Building, The Courtyard.

Mr. Gould MOVED, seconded by Ms. Winkler and carried unanimously by the Board directors present -

TO approve the naming of the Trust property located at the junction of the Administration Building, Amphitheater and Medical Building, the Courtyard.

Executive Committee

Approve Election Services Contract

The recent 2017 annual election season was the third year of a three-year contract with Accurate Voting Services, Inc. (AVS). The Golden Rain Foundation has contracted with AVS for its election services since 2007. Staff was instructed to request a proposal for the 2018, 2019 and 2020 elections from its incumbent provider. AVS's proposal sets forth the specifications of the election services. As usual, the proposal does NOT include variables such as staffing needs, postage, the weight of packets and number of returned ballots. Postage is paid under separate agreement. AVS's proposal is 2018 - \$36,363.80, 2019 - \$37,272.40, 2020 - \$36,363.80, **Total: \$110,000.**

Due to its history of providing satisfactory professional election services to this community, it is suggested that the Board award the 2018, 2019 and 2020 election services contract to Accurate Voting Services. Appropriate funds will be allocated for these elections. The election service bid history and the 2018, 2019 and 2020 Elections Proposal were attached in the agenda packet.

At its meeting on September 8, 2017, the Executive Committee unanimously recommended the Board award a contract to the incumbent provider of election services.

Mrs. Reed MOVED, seconded by Ms. Hopewell -

TO award a contract to Accurate Voting Services, Inc. to perform the general election services of the Golden Rain Foundation and the Mutual Corporations for the years 2018, 2019 and 2020, at a cost of \$110,000, plus photocopying, postage and staffing needs.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board directors present.

Approve Expedited Hiring of Full Time Staff in Security Department

At its meeting on September 8, 2017, the Executive Committee unanimously recommended the implementation of filling ten (10) full time positions in the Security Department, to take the place of approximately twenty (20) part time and per diem positions. These positions have been accounted for in the budget for the fiscal year beginning January 1, 2018.

Since the department has four (4) current open positions for part time staff, the Executive Committee recommends that hours for those open positions be filled with full time staff rather than part time staff to begin the implementation now instead of waiting until January.

The remainder of the implementation of this change will be made strictly through attrition as current employees leave. No employee will be terminated solely due to this change in department structure. All current Security staff will be made aware of all full time openings and will be given the opportunity to apply for them prior to hiring new employees for the positions.

The increase in costs to the Foundation for benefits for these positions will be partially offset by the reduction of costs in recruiting and training of new employees. For staff hired in October of 2017, the benefit costs will not increase until full time employees are eligible for benefits in December 2017.

Mrs. Perrotti MOVED, seconded by Mr. Dodero -

TO approve the implementation of the plan to convert approximately twenty (20) part time positions in the Security Department to ten (10) full time positions and to fill current openings with full time staff. This funding will impact at most one (1) month of potential employee benefits, and this minimal cost will be partially offset by reductions to recruiting and training of new employees; action is contingent upon the GRF Board's approval of the 2018 Operating Budget.

One Board director spoke on the motion.

The motion was carried unanimously by the Board directors present.

Amend Policy 1220-30, Resident Specialists

At its meeting on September 8, 2017, the Executive Committee reviewed 1220-33, Resident Specialists. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, as indicated in the attached draft policy.

Mrs. Damoci MOVED, seconded by Mr. Lukoff -

TO amend Policy 1220-33, Resident Specialists to change the term "Resident" to "Member" and amend the appointment process (change appointment by a committee chair, through the Executive Committee, to appointment by a standing committee chair) and to formalize that Member Specialists serve in an advisory capacity only and list the limitations

Two Directors spoke on the motion.

The motion was carried unanimously by the Board directors present.

Finance Committee

Accept August 2017 Finance Statements

At the regular meeting of the Finance Committee on August 14, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the August Financial Statements for audit.

Ms. Winkler MOVED, seconded by Ms. Snowden—

TO accept the August 2017 Financial Statements for audit.

One Board director spoke on the motion.

The motion carried unanimously by the Board directors present.

Approve CDAR Purchase

At the regular scheduled meeting of the Finance Committee on September 19, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of

the financial institutions exceed the FDIC insurance limits and therefore are not in compliance with Policy 5520-31 – Reserves. When reviewing liquid funds, the committee took into consideration the additional liquidity gained from investment maturities in September as well.

Based on the amount of liquid reserve funds versus total reserve commitments, the committee passed a motion to recommend to the board to invest \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR at an annual rate of .70% which will be fully insured by the FDIC. Remaining liquid reserve funds will be sufficient to fulfill current and future commitments.

Ms. Hopewell MOVED, seconded by Ms. Rapp and carried unanimously by the Board directors present –

TO continue the investment ladder by investing \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR @ .70%, which will be fully insured by the FDIC.

Acceptance of the 2018 GRF Operating Budget

In July, first run draft budgets were presented to respective committees. In August, committees performed a second and final review of their respective cost center budgets and made revisions as necessary. In consideration of the aging infrastructure and the additional service demands from the Mutual Corporations, the proposed 2018 operating budget shows increases in full-time equivalents by 3.06, or \$395,700 in salaries, wages and benefits, as well as an increase in operating expenses of \$321,875, offset by an increase in revenues of \$93,000. Operating expenses include an additional \$50,000 in contributions to the replacement reserve fund. Net operating expenses result in an increase of \$8.01, per apartment, per month, for 2018.

At the special Finance Committee meeting held on September 19, the Committee performed a final review on the 2018 operating budget. After deliberation, the Committee made no further changes. In summary, extensive care was taken in developing the operating budget for 2018. The Finance Committee duly moved and approved to, recommend to the Board approval of the final draft budget (exhibits attached in the agenda packet).

Mr. Lukoff MOVED, seconded by Ms. Hopewell–

TO recommend the GRF Board approve the 2018 Golden Rain Foundation Operating Budget of \$12,108,155 or \$152.70 per apartment per month, an increase of \$8.01 per apartment, per month, over the 2017 operating budget.

One Director spoke on the motion.

The motion was carried unanimously by the Board directors present.

Approve NuVision Lease

At the September 19, 2017 meeting of the Finance Committee, the Committee moved to recommend to the Board approval of the Management and Lease Agreement (attached in the agenda packet) for the use of Trust Property. NuVision has stated that they were happy with the existing agreement terms; as the new agreement does not represent substantial changes, NuVision will agree with the terms and conditions.

Ms. Rapp MOVED, seconded by Mrs. Damoci—

TO approve the use of Trust Property, per terms and conditions of the proposed Management and Lease agreement, and authorize the President to sign the agreement.

Three Board directors spoke on the motion.

The motion was carried unanimously by the Board directors present.

Amend On Site Sales Lease

At the September 19, 2017 meeting of the Finance Committee, the Committee reviewed the December 31, 2014, lease agreement with Charles Briskey Real Estate, Inc (On-Site Sales), for a three (3) year term. The Committee duly moved and approved to recommend to the Board the extension of the agreement, until December 31, 2018, under the same terms and conditions (First Amendment to the Resales Lease Agreement attached in the agenda packet).

Ms. Snowden MOVED, seconded by Mrs. Reed —

TO approve First Amendment to the Resales Lease Agreement between the Golden Rain Foundation, Seal Beach and Charles Briskey Real Estate, Inc, for one (1) year, new expiration date of December 31, 2018, and authorize the President to sign the agreement.

The motion was carried with one recusal (Fekjar).

Approve NSBN Engagement Letter

At the regular Finance Committee meeting held on September 19, 2017, Johnny Minassian from NSBN LLP spoke to the members about the upcoming financial audit for 2017. He spoke about a change he proposes to implement to the engagement letter relating to the 2017 financial audit. The change would incorporate the signatures of each Mutual president in addition to the Golden Rain Foundation president. Each Mutual board will have a copy of the engagement letter prior to the commencement of the audit which has not been a practice in the past. The reasoning behind this change is to bring additional awareness of the responsibilities to those charged with governance. Signing the engagement letter will not increase responsibilities to Mutual board members with respect to the annual financial audit.

Following Mr. Minassian's presentation, the Committee discussed the change in procedures and passed a motion to recommend to the GRF Board to authorize the president to sign the 2017 annual financial audit engagement letter and to allow the Director of Finance to coordinate with each Mutual Corporation to present at their next board meeting the 2017 annual financial audit engagement letter providing authorization to their respective president to sign the engagement letter.

Mr. Stone MOVED, seconded by Ms. Snowden and carried unanimously by the Board directors present –

TO authorize the President to sign the 2017 annual financial audit engagement letter and to allow the Director of Finance to coordinate with each Mutual Corporation to present at their next board meeting the 2017 annual financial audit engagement letter, providing authorization to their respective President to sign the engagement letter.

Mutual Administration Committee

Capital Funding, Mutual Administration Recording Secretaries' Workstation Replacement

At the September 12, 2017 meeting of the Mutual Administration Committee, the Committee reviewed staffs request to replace the Mutual Administration Recording Secretaries Work Stations due to age and ergonomics. Suitable replacement work stations have been replaced in other Departments from Talimar Systems. Talimar has provided a design and associated costs (attached in agenda packet) to replace the work stations in the amount of \$3,786.34 (including tax, shipping and installation).

At the September 18, 2017 Finance Committee meeting, the Committee moved and approved Capital Funding, in the amount of \$3,800.

Ms. Hopewell MOVED, seconded by Mr. Dodero -

TO approve the replacement of the Trust assets identified as the Mutual Administration Recording Secretaries Work Stations, Capital funding, in the amount of \$3,786.34, and authorize the Executive Director to initiate the purchase.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board directors present.

FINAL VOTE: Amend Policy 1201-33,

At its meeting on April 11, 2017, the Mutual Administration Committee reviewed 1201-33, Photo ID Cards and recommended the Golden Rain Foundation Board of Directors amend the policy, as indicated in the draft policy attached in the agenda packet.

Per Civil Code **§4360**, the amendment to Policy 1201-33, resulting from the Board Action of April 25, 2017, was not posted for 30 days in accordance with the code. Follow-up action is requested.

The policy draft was published in the August 3rd edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**. No items of correspondence were received.

Mr. Stone MOVED, seconded by Ms. Fekjar-

TO ratify Policy 1201-33, Photo ID Cards, to include proposed fee (fines) changes.

One Director spoke on the motion.

The motion was carried unanimously by the Board directors present.

Amend Policy 5165-MAC, Mutual Administration Committee

At the Mutual Administration Committee (MAC) meeting on September 12, 2017, the Committee proposed amendments to Policy 5165-MAC, Mutual Administration Committee.

The Committee recommended changing "Function" to "Charter" in the header section, to remove the section pertaining to the composition of the Committee and to add cost Center 44, Copy and Supply Center.

Mr. Moore MOVED, seconded by Ms. Hopewell-

TO amend Policy 5165-MAC, Mutual Administration Committee.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board directors present.

Rescind Policy 7720-30, Distribution Services

At its meeting on September 12, 2017, the Mutual Administration Committee reviewed Policy 7720, Distribution Services. The Committee recommended the Golden Rain Foundation Board of Directors to rescind the Policy, as it does not belong in the Mutual 7000 series.

Mrs. Damoci MOVED, Mr. Dodero seconded and carried unanimously by the Board directors present-

TO table the motion for further investigation of the Policy.

Rescind Policy 7740-Messenger Service

At its meeting on September 12, 2017, the Mutual Administration Committee reviewed Policy 7740, Messenger Services. The Committee recommended the Golden Rain Foundation Board of Directors to rescind the Policy, as it does not belong in the Mutual 7000 series.

Mrs. Damoci MOVED, Ms. Snowden seconded and carried unanimously by the Board directors present-

TO table the motion for further investigation of the Policy.

Recreation Committee

Amend Policy 1411-50, Recreational Facilities

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1411-50, Recreational Facilities. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining the Policy language, amending the latest reservation from 10:30 p.m. to 10:00 p.m. and updated the Reservations by Outside Organizations section to list Government Agencies and Special Events.

Ms. Winkler MOVED, seconded by Mrs. Reed –

TO amend Policy 1411-50, Recreational Facilities, refining the Policy language, amending the latest reservation from 10:30 p.m. to 10:00 p.m. and updated the Reservations by Outside Organizations section

to list Government Agencies and Special Events.

Four Board directors spoke on the motion.

The motion was carried unanimously by the Board directors present.

Amend Policy 1431-50, Liability Insurance – Clubs

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1431-50, Liability Insurance. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining Policy language and stating that any deficiencies of the facilities discovered prior to an event should be reported to the custodian.

Mrs. Reed MOVED, seconded by Mr. Dodero and carried unanimously by the Board directors present-

TO amend Policy 1431-50, Liability Insurance, refining Policy language and stating that any deficiencies of the facilities discovered prior to an event should be reported to the custodian.

Amend Policy 1710-50, Adult Education

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 1710-50, Adult Education. The Committee recommended the Golden Rain Foundation Board of Directors to amend the Policy, refining the Policy language, including "other educational originations or institutions" to provide on site adult classes and "require" rather than "request" relocation of classes to outside of the community, if a majority of the students are from outside the community.

Mr. Crossley MOVED, seconded by Ms. Rapp -

TO amend Policy 1710-50, Adult Education, refining the Policy language, including "other educational originations or institutions" to provide on site adult classes and "require" rather than "request" relocation of classes to outside of the community, if a majority of the students are from outside the community.

Amend Policy 5135-50, Recreation Committee

At its meeting on September 6, 2017, the Recreation Committee reviewed Policy 5135-50, Recreation Committee. The Committee moved to recommend the Golden Rain Foundation Board of Directors amend the Policy, changing the header to Committee "Charter" rather than "Functions and adding cost center 47, RV Lot.

Mrs. Perrotti MOVED, seconded by Mr. Gould and carried unanimously by the Board directors present -

TO amend Policy 5135-50, Recreation Committee, changing the header to Committee "Charter" rather than "Functions and adding cost center 47, RV Lot.

CONTROLLER'S REPORT

The Finance Manager provided a financial report earlier in the meeting.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director spoke on various topics pertaining to the community.

BOARD MEMBER COMMENTS

Sixteen Board members spoke on the proceedings of today's meeting.

The meeting was adjourned was at 11:52 a.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: LA SEISMIC, ACCESS PERMIT REQUEST
DATE: OCTOBER 16, 2017
CC: FILE

At the September 2017 meeting of the Presidents Council, the Council reviewed a presentation by LA Seismic, to install sensor pods throughout the community in conjunction with the Seismic Survey 2017 project (exhibit A). Each Mutual and GRF was requested to grant an Access Permit (Exhibit B) allowing LA Seismic access to the community, install sensor pods, conduct testing and recover the pods.

As of October 16, 2017:

- 7 Mutuals have denied the access permit
- 3 Mutuals have granted the access permit
- 1 Mutual will grant the access permit under specified terms
- 2 Mutuals will take no action
- 3 Mutuals are still pending Board review

I move to approve to **Approve/Deny** the granting of an access permit to LA Seismic

Exhibit A



Seismic Survey 2017 Leisure World Project Description

General Overview

Geologic mapping is a highly-interpretive, scientific process which produces a range of map products for many different uses. A key component in the construction of geologic maps is the acquisition of seismic data. Data created by this project will allow for scientific studies on the behavior of geological strata in the area. This data plays an important role in creating a clear picture of the subsurface. The density of sensors (nodes) will also allow us to look at the microseismicity on how deformation is taking place on a small-scale and how it changes with time.

This particular project, 'Seismic Survey 2017' is being performed over a larger area than any previous subsurface geological surveys in the LA Basin. The Survey Area will encompass a large portion of Long Beach, Seal Beach, Rossmoor, Los Alamitos and the Seal Beach Naval Weapons Station.

Breakthroughs in technology have revolutionized the analysis of the data to make this map the clearest picture ever made in this very important area of the LA Basin.

How is the Survey Performed?

Imaging of subsurface strata is accomplished by using state of the art technology to input acoustical energy into the ground by using specialized trucks and very sensitive passive wireless GPS listening devices called nodes. Nodes record the reflections of sound bouncing off layers of rock strata. The recorded data is downloaded and processed by highly-dimensional image of the earth's layers.

Small holes about 8 inches in diameter by 11 inches in depth are dug, in which the nodes are buried to record data; in fact, they cannot be seen at all during operations. The nodes are completely passive and emit no energy. They strictly record and store data. Upon project completion, the nodes are removed, and any disturbed areas will be restored to their previous condition or better. Survey trucks are used during this project to create a minor surface vibration which will emit acoustical energy into the ground. The energy levels are very similar to recycling trucks. Technicians monitor surface ground vibration levels with digital recording meters at every location. Survey trucks will be at any one location between 3 and 5 minutes.

Leisure World Request

LA Seismic is requesting permission from the Leisure World Master Association and the 16 Mutuals to place the nodes in Leisure World common areas. More detailed information will be presented by LA Seismic at the September 7, 2017 meeting



ACCESS PERMIT

Property Owner or Authorized Representative ("Grantor") hereby grants to LA Seismic and its contracted crew ("Operator") the temporary right to enter upon the property within the address below and install geophysical recording devices as generally depicted on the project map. The devices will be installed as follows: i) a pin flag survey nail will be placed at each proposed Device location; ii) Dig Alert will be notified by Operator; iii) a small hole (approximately six inches wide by ten inches deep) will be dug and a PVC sleeve with a cap will be placed in the hole and the hole covered up; iv) after all holes are drilled and sleeved for the Project, the Devices will be deployed by uncovering the hole, removing the sleeve, placing the Device in the hole and covering the hole back up. Upon completion of the Project, the Device(s) will be removed and the disturbed area will be returned to its original condition or better.

All operations hereunder will be conducted at Operator's sole risk and expense. Operator hereby indemnifies Grantor and holds Grantor harmless from all liability to, or claims from others which may result from Operator's operations on the Property, including any damage to recording devices, should they occur.

Please provide any information you feel will be necessary for us to perform our work within your property with a minimum of disturbance to your operations. In particular, we would like to have contact information for your landscaping company if you have one.

The undersigned ("Grantor") acknowledges receipt of this information and will allow LA Seismic contracted crew ("Operator") to enter and conduct seismograph field operations.

Address _____

Signature _____ Date _____

Printed Name _____

Phone Number _____

Acknowledged: _____ Date _____

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: LINDA STONE, PRESIDENT
SUBJECT: ESTABLISHMENT OF AD HOC COMMITTEE
DATE: OCTOBER 24, 2017
CC: FILE

There is a clear and present need to establish an Ad hoc Committee to develop policies, procedures, RV Lot Rules and review lot maintenance and lease agreements. The Committee will report to the Golden Rain Foundation (GRF) Board of Directors (BOD).

Ad hoc Committees

- a. Ad hoc committees are temporary committees established by the BOD to address a specific issue.*
- b. Ad hoc committees created for a specific purpose continue to exist until the duty assigned to them is accomplished. For example, a committee preparing recommendations for redecorating the lobbies would continue its work despite the election of a new board.*
- c. Once an assigned project has been completed, the committee automatically dissolves unless the board assigns additional projects to the committee.*
- d. Ad hoc committees have no power to make decisions.*

General function and requirement of the Committee:

- The Committee will report to the Board of Directors at each monthly Board meeting, as requested.
- The Committee's function is solely advisory on its assigned topic.

At the end of the Committee's review, a final report will be given to the Board and the Committee will automatically dissolve. When the Board is given the final report, the Board will then determine what further steps to be taken, if any.

1st Motion

Pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation, I MOVE to approve and thereby establish the RV Lot Ad hoc Committee and grants to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy.

2nd Motion

In accordance with Article VIII of the Bylaws, Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30. I MOVE to approve the appointment of:

Carole Damoci – Chair, Bob Crossley, Irma Heinrichs, Steve McGuigan, Paul Pratt, Paula Snowden and Ronde Winkler.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: LEASE AGREEMENT, ON-SITE SALES OFFICE
DATE: OCTOBER 16, 2017
CC: FILE

At the September 26, 2017 meeting of the Board, the Board reviewed and approved the First Amendment to the Resales Lease Agreement between GRF and Charles Briskey Real Estate.

The approved lease agreement was presented to Charles Briskey Real Estate, Inc. (Briskey); upon review of the proposed lease, Briskey has requested revisions (Exhibit A) to the terms of the agreement (Exhibit B).

Note

- Blue highlighted section original language
- Yellow highlighted proposed new language

I move to approve the revisions to the Amendment to the Resales Lease Agreement between the Golden Rain Foundation, Seal Beach and Charles Briskey Real Estate, Inc, for one (1) year, new expiration date of December 31, 2018, and authorize the President to sign the agreement.

Exhibit A

Randy L. Ankeny

From: ebrsky@aol.com
Sent: Thursday, October 5, 2017 12:16 PM
To: Randy L. Ankeny
Subject: Elaine Briskey/Amendment

Dear Randy: Please accept my apologies for the delay in responding regarding the amendment. In comparing paragraphs in the original agreement to the changes in the amendment I have difficulty with the changes to paragraph three and would like it to read as follows:

Paragraph three of the Recitals shall be amended to read as follows: Lessee shall pay Lessor during the period January 1, 2015 through December 31, 2018 a monthly rental fee of 54% of the gross monthly commission, which is the 3.5% commission income from sales generated (or such lesser commissions as maybe generated) and is paid in monthly installments in arrears on the first day of each month of said period beginning February 1, 2015 so as to calculate the amount due for the proceeding month.

Thank you,

Elaine

FIRST AMENDMENT TO RESALES LEASE AGREEMENT**Preamble and Recitals**

This First Amendment to Resales Lease Agreement (this "First Amendment") is entered into on _____ 2017, by and between GOLDEN RAIN FOUNDATION, a California non-profit Corporation, hereinafter referred to in this First Amendment as "Lessor," and CHARLES BRISKEY REAL ESTATE, INC., a California corporation, hereinafter referred to in this First Amendment as "Lessee." Lessor and Lessee shall hereinafter be collectively referred to as the "Parties."

Recital

This First Amendment relates to the specific modification and extension of the below-described provision of that certain Lease entered into on January 1, 2015 (the "Lease"), by and between the Parties, and providing for the use, rental and occupancy for the sole purpose of conducting real estate sales and escrow operation, of those certain premises situated in the City of Seal Beach, County of Orange, State of California, and more particularly described as follows, to wit: Leisure World Resales Office at 1901 Golden Rain Road, Seal Beach, California ("Premises"). Said Lease is modified only in those particular provisions described herein, and in all other respects and provisions, the Lease shall continue in full force and effect, except as so amended and modified.

Amendment to Lease

FIRST: Paragraph two of the Recitals is amended and modified as hereinafter provided, and as said provision now provides in the original terms and provisions of the Lease, the same is/are deleted and said section as amended shall read as follows, to wit:

"The term of this Lease commences on the 1st day of January 2015, and shall be for a period of four (4) years, commencing on said date and continuing through December 31, 2018 ("Initial Term"), unless sooner terminated in accordance with the terms of this Lease. After the expiration of the Initial Term, the Parties have the option to renew the Agreement for an additional three (3) years ("Renewal Term"). The Renewal Term must be agreed to by both Parties in writing prior to the commencement of the Renewal Term."

SECOND: paragraph three of the Recitals shall be amended to read as follows:

Existing (underline section to be deleted and replaced)

"LESSEE shall pay LESSOR during the period January 1, 2015 through December 31, 2018, a monthly rental fee of 54% of the gross monthly commission, which is the 3.5% income from sales generated and is payable in monthly installments in advance on the first day of each month of said period beginning January 1, 2015. The rental fee shall be negotiated 60 days before the beginning of each year thereafter, until 2018."

Proposed by Briskey

Lessee shall pay Lessor during the period January 1, 2015 through December 31, 2018 a monthly rental fee of 54% of the gross monthly commission, which is the 3.5% commission income from sales generated (or such lesser commissions as maybe generated) and is paid in monthly installments in arrears on the first day of each month of said period beginning February 1, 2015 so as to calculate the amount due for the preceding month.

THIRD: The Paragraph captioned "FOURTH" shall be amended to read as follows:

"As hereinabove provided, this Lease is for the Initial Term of four (4) years, with an optional additional three (3) year Renewal Term by giving written notice of intention to renew which said notice shall be given not less than sixty (60) days prior to the end of the Initial Term of the Lease. Each party to this Lease shall have the right to terminate the Lease at any time without cause by giving written notice of its intention to terminate the Lease, which said notice shall be given one hundred and eighty (180) days prior to the end of the Initial Term of the Agreement or any Renewal Term or extension thereof."

As hereinbefore provided, Lessor and Lessee each agree that, except as amended by this First Amendment, all provisions of the Lease shall continue to prevail in each and every respect.

The Parties have hereunto executed this First Amendment to Charles Briskey Real Estate, Inc. Resales Lease Agreement effective on the date hereinabove set forth at Seal Beach, California.

Attest:

GOLDEN RAIN FOUNDATION

Dated: _____

By: _____

Dated: _____

By: _____

CHARLES BRISKEY REAL ESTATE, INC.

Dated: _____

By: _____
Elaine Briskey, President



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN & REVIEW COMMITTEE
SUBJECT: NAMING OF CH2 MULTI USE AREA, MISSION PARK
DATE: OCTOBER 11, 2017
CC: FILE

At the October 9, 2017 meeting of the Architectural Design and Review Committee, the Committee considered a request to relocate our iconic element of early California; the commemorative bell-marker, of the El Camino Real trail.

Currently our Bell is on display in a very non-descript section of the Community, located behind the Library



The Committee duly moved and approved to recommend to the Board relocation of the Bell to the new picnic area of Clubhouse 2, and name the location Mission Park.



I move to approve the relocation of the El Camino Real trail commemorative bell-marker to Clubhouse 2 and naming of the location Mission Park. Approval is conditioned upon:

- Final ADRC review and approval
 - Location
 - Support base
 - Commemorative plaque addition
 - Lighting
- Funding review and approval



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: RESCIND POLICY 2840.01-36, SUBSCRIPTIONS PROCEDURE
DATE: OCTOBER 12, 2017

At its meeting on October 12, 2017, the Committee reviewed Policy 2840.01-36, Subscriptions Procedure. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policy.

I move to recommend the GRF BOD rescind Policy 2840.01-36, Subscriptions Procedure, as it no longer relevant (the LW Weekly is available on-line).

GOLDEN RAIN OPERATIONS**NEWSPAPER SERVICES****RESCIND****Subscriptions Procedure**

1. The *NEWS* provides a subscription mailing service.
 - a. The service is available to nonresidents, ad agencies, clipping services, advertisers, and other groups and individuals. It is also available to Golden Rain Foundation (GRF) Shareholder/members who are away from community for an extended length of time.
 - b. Subscription rates for the News will be recommended by the Executive Director and Publications Manager subject to approval of the GRF Board of Directors (BOD).
 - c. Payment in advance is required.
 - d. The News is mailed weekly.
2. The Publications Manager and Executive Director are responsible for recommending to the Publications Committee an agent or contractor for delivery of the *NEWS* subject to approval of the GRF BOD.
 - a. Changes in the terms of any agreement for the distribution of the newspaper will be referred to the Publications Committee for recommendation to the GRF BOD.

Procedure

Approved: 26 Jan 2016

**Executive Director
Golden Rain Foundation**



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

GRF BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: STAFFING FOR RECREATION AND LIBRARY DEPARTMENTS
DATE: OCTOBER 13, 2017
CC: FILE

At its regular meeting on July 14, 2017, the Executive Committee approved the addition of:

- Recreation Event Coordinator position for the 2018 budget year
- The creation of a full-time Library Clerk position by transferring existing budgeted hours, effective January 1, 2018.

Action requested is to seek Board approval for the acceleration of the creation of the full-time Library Clerk position to be filled in the current fiscal year and hire the Recreation Event Coordinator. The existing surplus of wages for the 2017 budget is sufficient to absorb the additional cost for the remainder of the 2017 year.

The impact to the 2017 budget is detailed below:

2017 BUDGET IMPACT FOR RECREATION & LIBRARY POSITIONS - DEC 2017	
December – Benefits cost @ \$600 for 2 employees	\$ 1,200.00
Nov - Dec Wages + Taxes @ \$3,200 per month for 1 employee	\$ 6,400.00
TOTAL	\$ 7,600.00

I move to approve the acceleration of the hiring of the Recreation Event Coordinator and the creation of a full-time Library Clerk position by transferring existing budgeted hours, an unbudgeted 2017 expense of approximately \$7,600.00, as soon as administratively feasible in 2017.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

GRF BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: PAYROLL AND HRIS
DATE: OCTOBER 13, 2017

At its regularly scheduled meeting on October 13, 2017, the Executive Committee reviewed the current payroll and Human Resources Information System (HRIS), as the current system is being phased out by our provider, Paychex.

In addition to considering a new system from Paychex, also reviewed were systems from two of the leading payroll and HRIS providers, ADP and Paylocity.

Summary of the cost and benefits for each of the systems reviewed:

<u>PROVIDER</u>	<u>ANNUALIZED PROCESSING CHARGES</u>	<u>ONE-TIME CONVERSION</u>	<u>NOTES</u>
Paychex	\$ 42,210.00	\$ -	No enhancements to reporting. Databases for Payroll and HR are separate.
ADP	\$ 41,345.00	\$ 2,900.00	Includes access to ADP client salary data, eliminating the need to pay for salary surveys. Also includes 37 hours of Business Consulting to analyze GRF needs and align with ADP system features.
Paylocity	\$ 40,158.00	\$ 5,913.00	Enhanced reporting and single database.

Although the annual cost for the Paylocity system was slightly lower than ADP, ADP has additional features which outweigh the slight cost advantage of Paylocity.

ADP's one-time conversion fee would come from existing operational funds in CC29 for 2017, and there will be no increase to the 2018 budget for payroll processing.

Based on the total value to the organization, the Executive Committee is recommending GRF convert its Payroll and HRIS to ADP with the first live payroll to be processed in January of 2018.

I move to approve the conversion of the Paychex payroll and HRIS system to ADP, per ADP's proposal dated October 6, 2017 (\$41,345 annually, plus a one-time conversation cost for \$2,000, for a total of \$44,245), and authorize the President to sign the contract.



Exclusively Prepared For:

Golden Rain Foundation
10/16/2017

Cindy Flynn
HR Director

Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindyf@lwsb.com
(562) 431-6586



230

Total
Employees



\$2,900.00

Implementation
Costs



\$41,345.70

Total Annual
Investment

Expiration
11/30/2017

ADP Sales Associate

Sean T. Murphy
UMDM
sean.t.murphy@adp.com

Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindvf@lwsb.com
(562) 431-6586

Processing Fees and Considerations

Number of Employees: 230 on Golden Rain Foundation



Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	230	-	\$60.00	\$5.29	\$1,276.70	\$33,194.20
▪ Essential Plus Payroll						
▪ HR and Benefits						
▪ Essential ACA						
▪ Performance and Goal Management						
▪ Compensation Management						
▪ ADP DataCloud - Analytics						
▪ Essential Time						



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
InTouch Bar-code Reader	5	-	-	\$94.40	\$472.00	\$5,664.00
InTouch Quick Punch	5	-	-	\$13.00	\$65.00	\$780.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	230	-	-	\$5.25	\$1,207.50
Benefits Open Enrollment Support	1	-	\$500.00	-	\$500.00



Total Annual Investment

Total Annual

Workforce Now Services

\$41,345.70



Other Considerations

Implementation

Setup

▪ Implementation for Workforce Now Payroll Solutions	\$20,400.00
▪ Affordable Care Act (ACA) - Historical Hours Import up to 18 months	\$1,000.00

Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindyf@lwsb.com
(562) 431-6586



Total Other Considerations

Total Setup

Implementation and Setup
Implementation Discount Value

\$21,400.00
(\$18,500.00)

Estimated Total Net Implementation

\$2,900.00

Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindyf@lwsb.com
(562) 431-6586

Important Project & Billing Information

Product Billing

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Other

Start Date: Payroll: 1/2/2018 | HCM: 1/2/2018 | Time: 1/2/2018

Client agrees to direct debit of fees for service:

YES

Expiration Date:

11/30/2017

Summary

Estimated Annual Net Investment:	<u>\$41,345.70</u>	Total Implementation:	<u>\$2,900.00</u>
----------------------------------	--------------------	-----------------------	-------------------

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: Golden Rain Foundation

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindyf@lwsb.com
(562) 431-6586

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

HR and Benefits

- ADP Portal with Customized Content
- Policy Acknowledgement
- Organization Charting
- Employee Development Tracking
- Compliance Reporting
- Custom Fields
- Global HR System of Record:
 - Multiple Language & Currencies
 - Country Specific Workflows & Processes
 - Country Specific Custom Fields & Formatting

Essential ACA

- Annual 1094c/1095c Filing

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review

Compensation Management

- Performance & Award Alignment
- Configurable Merit Matrix

ADP DataCloud - Analytics

- Pre-Configured Key Performance
- Executive Dashboard

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements

- Paid Time Off (PTO) Accruals Engine
- Multiple Benefit Plan Types
- Flexible Rate Structures
- Notifications & Approvals
- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Invoice Auditing

- Evidence of Benefit Offering Screens & Reporting

- Employee Goal Management
- Manager Dashboard

- Budget and Award Guidelines
- Configurable Workflow

- Ability to Customize Additional KPIs

- Rule Based Calculations
- Scheduling
- Mobile Access

Financial
Review

Sales Order
Quote Number
02-2017-2573048.2



Company Information

Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740
United States

Executive Contact

Cindy Flynn
HR Director
cindyf@lwsb.com
(562) 431-6586

Workforce Now Included Services

- Paid Time Off Accruals

Thank you for your consideration



MAJOR ACCOUNTS SERVICES - MASTER SERVICES AGREEMENT

10-16-2017

(Effective Date)

(referred to herein as "ADP")

ADP, LLC: One ADP Boulevard
Roseland New Jersey 07068

CLIENT: Golden Rain Foundation
Po Box 2069
Seal Beach, CA 90740, United States

(referred to herein as "Client")

Attention: Cindy Flynn

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement (the "Agreement")

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL PROCESSING, TAX FILING & PAYMENT SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX E:	ESSENTIAL ACA
ANNEX X:	ACA SERVICES - ADDITIONAL TERMS AND CONDITIONS FOR ADP PROFESSIONALSERVICES (**if Client requires historical data conversion to be performed by ADP ProfessionalServices

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC	CLIENT
<hr/>	<hr/>
(Signature of Authorized Representative)	(Signature of Authorized Representative)
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(Name - Please Print)	(Name - Please Print)
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(Title)	(Title)
(Date)	(Date)



BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND POLICY 5026-30, ELECTION OF OFFICERS
DATE: OCTOBER 13, 2017

At its meeting on October 13, 2017, the Executive Committee reviewed Policy 5026-30, Election of Officers. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy.

I move to recommend the GRF BOD amend Policy 5026-30, Election of Officers, updating the election procedures wherein the Inspector of Elections will count the votes cast and announce the results of the vote, rather than GRF staff.

GOLDEN RAIN OPERATIONS

ORGANIZATION OF THE BOARD

AMEND

Election of Officers

The Board shall conduct an open session, for the purpose of an organizational meeting, immediately following the Annual Meeting for the purpose of electing officers. The election of officers shall be in accordance with Robert's Rules of Order. A quorum of the Board must be present for the election of officers. The election to an officer's position shall be for a one-year term; however, the Board may change the officers anytime throughout the year. Only directors present at the meeting are eligible to be elected as an officer of the Board.

If the current President is a candidate for that office, the chair will be turned over to the Executive Director or his representative until a new President is elected.

The chair shall call for nominations for each office in the following order: President, Vice President, Corporate Secretary, and Treasurer.

Nominations should not be seconded. After nominations have been received, the chair shall call up to three times for additional nominations. If there are none, the chair will declare the nominations closed.

In uncontested elections, the chair will declare the nominated person elected. Where two or more candidates are nominated for an office, the vote will be by secret written ballot utilizing a procedure to maintain confidentiality.

The winning candidate must receive a majority of the votes cast. The written ballots will be counted by ~~the recording secretary and a second staff member~~ or the Inspector of Elections. A member of the audience will be asked to volunteer as an observer to witness the counting of ballots. ~~The recording secretary~~ **Inspector of Elections** will **announce** ~~inform the chair of~~ the results.

If there are more than two candidates and no one receives a majority vote of the attending Directors, the candidate receiving the fewest votes shall be eliminated and balloting shall continue until one candidate receives a majority vote.

~~The chair~~ **Inspector of Elections** will announce name of the winning candidate and the vote count (if requested **by a candidate**).

Policy

Adopted: 12 Jul 94
Amended: 15 Jul 97
Amended: 16 Mar 99
Amended: 19 Apr 11
Amended: 26 May 15
(Feb 16)

GOLDEN RAIN FOUNDATION
Seal Beach, California

GOLDEN RAIN OPERATIONS

ORGANIZATION OF THE BOARD

AMEND

Election of Officers

Amended: 23 Feb 16

(Feb 16)

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND POLICY 5041-30, REAL PROPERTY ACREAGE
DATE: OCTOBER 13, 2017

At its meeting on October 13, 2017, the Executive Committee reviewed Policy 5041-30, Real Property Acreage. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy.

I move to recommend the GRF BOD amend Policy 5041-30, Real Property Acreage, updating the Policy to include churches and updated all non-trust property to Trust Property.

GOLDEN RAIN OPERATIONS**Real Property Acreage****AMEND****1. TRUST PROPERTY:**

<u>Lot #</u>	<u>Description</u>	<u>Acreage</u>
95-641-03	Proposed Well Site	0.09
95-641-04	Clubhouse 1 & Picnic Area	1.85
95-651-03	Maintenance Yard Alley (side by channel)	0.09
95-651-04	Maintenance Yard	0.68
95-651-14	Amphitheater & Clubhouse 6 total area	7.65
95-681-15	Small Lot (between bldg. 200 & 203 Mutual 8 area	0.21
95-651-20	Westminster-Drainage Ditch	0.50
95-651-21	Westminster-Railway & Purchasing Dock	2.17
95-661-01	Candlebrook Alley (Alan's Alley) Parking	0.72
95-661-20	Clubhouse 2 & Car Wash	1.50
95-671-29	Clubhouse 3	2.03
95-671-30	Clubhouse 4 NuVision Credit Union	3.59
95-671-32	Triangle at Library	0.07
95-671-33	Library Building & Supervision Office	0.75
95-681-25	Caltrans Lot (Mini-Farms)	1.84
95-691-05	RV Lot	5.51
95-781-18	Golf Course & Swimming Pool	<u>7.95</u>
	Total Acreage	37.20

2. CHURCHES INSIDE THE WALLS:

Holy Family Roman Catholic Church	Land Donated
Leisure World Community Church	Land Donated
Redeemer Lutheran Church of Leisure World	Land Purchased
First Christian Chapel	Not Inside LW

3. NON-TRUST BUILDINGS ON TRUST PROPERTY:

A	Post Office
B	Nu-Vision Building

GOLDEN RAIN OPERATIONS**Real Property Acreage****AMEND****4. TRUST STREETS:**

<u>Name</u>	<u>Acreage</u>	<u>Name</u>	<u>Acreage</u>
Alderwood	0.94	Monterey Road	1.68
Annandale	1.36	Nassau	1.40
Brookline (Includes Exmoore)	0.37	Northwood	3.13
Burning Tree	0.46	Oak Hills	0.76
Canoe Brook	1.20	Oakmont	1.65
Cedar Crest	0.53	Pelham	1.00
Church Place	0.61	Prestwick	0.17
Danbury Lane	0.22	Sea View (Includes Braeburn)	0.64
Del Monte	4.05	Shawnee	0.23
El Dorado	4.65	Skokie	0.23
Fairfield (North & South)	1.21	Southport	0.23
Foxburg	0.61	St. Andrews Drive	9.65
Fresh Meadow	0.35	St. Johns	0.79
Glenview (Includes Haylake)	0.55	Sunningdale	0.78
*Golden Rain Road	13.04	Scioto	0.23
Homewood	0.27	Tam O'Shanter	0.39
Interlachen	1.48	Twin Hills	0.36
Kenwood	0.23	Thunderbird	1.81
Knollwood	0.38	Weeburn	0.27
Mayfield	0.31	Wentworth	0.19
Medinac	0.21		
Merion Way	1.41		
McKinney Way	0.55		
Total Acreage			60.58

*This includes Resales Office Site & Main Gate/Globe Site.

GOLDEN RAIN OPERATIONS**Real Property Acreage****AMEND**

5. **MUTUAL PROPERTY** (Grant Deeds conveyed to Mutuals by GRF in exchange for money):

Mutual No. One	52.91
Mutual No. Two	58.01
Mutual No. Three	25.18
Mutual No. Four	24.75
Mutual No. Five	30.52
Mutual No. Six	26.02
Mutual No. Seven	27.36
Mutual No. Eight	24.85
Mutual No. Nine	27.62
Mutual No. Ten	18.21
Mutual No. Eleven	22.92
Mutual No. Twelve	30.77
Mutual No. Fourteen	22.67
Mutual No. Fifteen	35.48
Mutual No. Sixteen	4.96
Mutual No. Seventeen	<u>4.93</u>
Total Acreage	437.16

6. **TOTAL ACREAGE:**

TRUST PROPERTY	(Deeds held by GRF in Trust)	37.20
TRUST STREETS	(Land excepted from Grant Deeds to Mutuals)	60.58
MUTUAL PROPERTY	(Grant Deeds from GRF)	<u>437.16</u>
		534.94

Policy**Adopted: 21 May 72****Revised: 13 Jun 73****Revised: 05 Feb 76****Revised: 30 Sep 81****Revised: 01 Oct 92****Revised: 21 May 96****Revised: 31 Jul 09****Amended:****GOLDEN RAIN FOUNDATION****Seal Beach, California**



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: ACCEPTANCE OF THE SEPTEMBER FINANCIAL STATEMENTS
DATE: OCTOBER 16, 2017
CC: FILE

At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the September 2017 Financial Statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the September 2017 Financial Statements. At the end of the report, a motion will be made to accept the September 2017 Financial Statements for audit.

I move that the GRF Board of Directors accept the September 2017 Financial Statements for audit.

Financial Recap – September 2017

As of the nine-month period ended September 2017, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$546,086.

Major variances are:

Salaries & Wages	171,329	Vacancies of key positions in Transportation, Phys Prop. & Service Maintenance.
Employment Taxes & Benefits	194,431	P/R Taxes \$39K; Workers' Comp \$63K; Group Ins \$85K; 401(k) Match \$7K
Temporary Agency Fees	(82,553)	Temps used to fill key vacant positions
Legal/Litigation Fees	(56,552)	Excess litigation
Property & Liability Insurance	40,655	Budget less than actual premiums
Certificate Preparation Income	57,250	Escrow and transfers exceeds planned
Rental Income - Resales	148,845	Unit sales exceeds planned
News Advertising	(83,429)	Display (\$40K); Navigator (\$33K)

Reserve Funds	Fund Balance	Allocated For 2017 Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$9,486,237	\$2,653,991	\$6,832,246	9

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$1,536,975	\$247,149	\$1,289,826	11

Total approved unbudgeted operating expenses \$229,763

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
1122000	Cash & cash equivalents	138,426	
	Non-Restricted Funds	278,712	
	Receivables	618,352	
	Prepaid expenses	81,694	
	Inventory of maintenance supplies	<u>448,455</u>	
	Total Current Assets		1,565,640
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,486,237	
1212500	Capital Improvement Fund-GRF	1,536,975	
1213000	Liability Deductible & Hazard Fund	<u>204,003</u>	
	Total designated deposits		11,727,215
	Notes Receivable		
1411000	Notes Receivable	<u>24,940</u>	
	Total Notes Receivable		24,940
	Fixed Assets		
	Land, Building, Furniture & Equipment	33,836,364	
	Less: Accumulated Dep'n	<u>(22,778,593)</u>	
	Net Fixed Assets		11,057,770
	Other Assets		<u> </u>
	Total Assets		<u><u>24,375,566</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
	Accounts payable	323,998
	Project Commitments	1,024,928
	Prepaid Deposits	8,875
	Accrued payroll & payroll taxes	451,906
	Accrued expenses	291,038
	Accrued property taxes	125,354
	Total Current Liabilities	2,226,099
	Total Liabilities	2,226,099
Equity		
Mutuals' Beneficial Interest		
3211000	Contingency Operating Reserve Equity	500,000
3212000	Reserve Equity	8,484,864
3394000	Capital Fund Equity	1,513,420
3310000	Beneficial Interest in Trust	7,922,881
	Total Mutuals' Beneficial Interest	18,421,165
Membership interest		
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800
	Additional paid-in-capital	4,867,355
	Total Paid-in-Capital	6,477,155
Excess Income		
	Current Year	(441,410)
	Total Excess Income	(441,410)
3920000	Dep'n & Amortization	(2,307,463)
	Net Stockholders' Equity	22,149,467
	Total Liabilities & Stockholders' Equity	24,375,566

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Month of September 2017

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 8/31/2017	500,000	9,453,530	1,478,557	204,003	16,562	11,652,652
Funded: Assessments		95,833				95,833
Funded: Membership Fees collected (61)		79,453	79,453			158,905
Funded: M17 Lease Fees collected						-
Funded: Interest on Funds		3,852				3,852
Progress Payments on CIP						-
Expenditures		(146,431)	(21,034)			(167,465)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					262,150	262,150
Balance 9/30/2017	500,000	9,486,237	1,536,975	204,003	278,712	12,005,927
 Net Activity	 -	 32,707	 58,418	 -	 262,150	 353,275

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended September 30, 2017

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	417,138	323,796	93,342
Current Assets	13,292,855	13,318,480	(25,625)
Current Liabilities	2,226,099	2,285,225	(59,126)
Current Ratio	5.97	5.83	
Designated Deposits:	11,727,215	11,636,090	91,125
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,282,296	1,286,476	(4,180)	(0.32)
Expense	1,298,598	1,334,305	35,707	2.68
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	(16,302)	(47,829)	31,527	
Year To Date	Actual	Budget	Variance	%
Income	11,820,518	11,656,467	164,051	1.41
Expense	11,539,881	11,921,916	382,035	3.20
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	280,637	(265,449)	546,086	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2017
161.37	154.50	161.92

2017 Reserve Expenditures

Cost Center	Description	2017	Prior	Current	Other	Total	Prior	YTD EXPENDITURES			TTD	2017
		Reserve Study	Approved	Approved	Adjustments	Projects	Expenditures	Jan-Aug	Sept	Total	Expenditures	Allocated Funds
30	Replacement of AC Unit - Admin. Building (774-16) (Completed as 3/13/17)	-	6,200	-	-	6,200	5,580	620	-	620	6,200	-
30	Administration Building First Floor Improvement- Finance & Stock transfer (809-17)	-	-	92,151	-	92,151	-	60,038	14,072	74,110	74,110	18,041
30	Replacement of HVAC Unit - Admin. Building Conference Room A (818-17)	-	-	6,200	-	6,200	-	5,580	620	6,200	6,200	-
34	St. Andrews & North Gate Server Replacements (Incl. 10% contingency)	-	3,300	-	(3,300)	-	-	-	-	-	-	-
35	Replace Interior Light Fixtures (2016 RS not started)	-	3,584	-	-	3,584	-	-	-	-	-	3,584
35	Tree Removal and Re-landscaping of Area (813-17)	-	-	8,800	-	8,800	-	3,800	-	3,800	3,800	5,000
37	Replace Lighting Signage (2016 RS not started)	-	20,478	-	(20,478)	-	-	-	-	-	-	-
37	Replacement of Coin Counter Machine	-	-	6,892	-	6,892	-	-	1,285	1,285	1,285	5,607
44	Equipment Replacement- Trifold Machine	-	-	2,700	(6)	2,694	-	2,694	-	2,694	2,694	-
46	Replacement of Bridge Hand Railing (827-17)	-	-	7,865	-	7,865	-	-	-	-	-	7,865
46	Replacement of Rubber Walkway (829-17)	-	-	8,927	-	8,927	-	-	-	-	-	8,927
48	Paint Exterior Flatwork (2016 RS not started)	-	4,505	-	-	4,505	-	-	-	-	-	4,505
48	Replace Water Storage Tanks (2016 RS not started)	-	12,287	-	(12,287)	-	-	-	-	-	-	-
48	Replace Solar Panels (2016 RS not started)	-	28,055	-	(28,055)	-	-	-	-	-	-	-
48	Replace Swimming Pool Deck Furniture	-	-	8,000	-	8,000	-	4,259	-	4,259	4,259	3,741
51	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	1,886	-	1,886	1,886	-
52	Replacement of wood shop band saw	-	-	2,000	(114)	1,886	-	1,886	-	1,886	1,886	-
52	Sewer Pump Replacement (776-16) (Completed as 7/28/17)	-	125,562	-	(20,000)	105,562	31,669	73,893	-	73,893	105,562	-
52	Clubhouse Upgrades	400,000	-	-	-	-	-	-	-	-	-	-
53	Paint Wood Siding & Trim (2016 RS not started)	-	14,130	-	(14,130)	-	-	-	-	-	-	-
53	Paint Interior Flatwork (2016 RS not started)	-	25,393	-	(25,393)	-	-	-	-	-	-	-
53	Room Nine Roof Replacement (826-17)	-	-	15,000	-	15,000	-	-	-	-	-	15,000
54	Replace New Water Heater (2016 RS not started)	-	4,352	-	(4,352)	-	-	-	-	-	-	-
54	Clubhouse Upgrades (773-16)	-	198,703	-	-	198,703	46,546	134,719	-	134,719	181,267	17,436
56	Paint Exterior Ironwork & Flatwork (822-17)	-	14,079	6,421	-	20,500	-	-	-	-	-	20,500
56	Replace heat pump #1 (779-16) (Completed as 3/13/17)	-	6,375	-	-	6,375	6,088	288	-	288	6,375	-
56	Concrete replacement- West end alongside ambulance driver office (808-17) (Completed as 7/28/17)	-	-	8,000	(1,901)	6,099	-	6,099	-	6,099	6,099	-
74	Paint Exterior Flatwork (2016 RS not started)	-	11,724	-	(11,724)	-	-	-	-	-	-	-
74	Replacement of Wood Shop equipment & Electrical panel (799-16) (Completed as 7/28/17)	-	42,000	-	2,108	44,108	12,639	31,469	-	31,469	44,108	-
74	Storage Improvements- work benches, storage racks, cabinets	-	-	15,000	-	15,000	-	10,916	-	10,916	10,916	4,084
79	Clubhouse 1, 2, 3, 8 Revitalization Project (830-17)	-	-	1,000,000	-	1,000,000	-	-	10,815	10,815	10,815	989,185
79	Repair Concrete and Wood Shoreline at Pond (2016 RS not started)	-	2,560	-	-	2,560	-	-	-	-	-	2,560
79	Refurbish Golf Course Greens (2016 RS not started)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
79	Community Landscape Remodel (2016 RS not started)	-	10,239	-	-	10,239	-	-	-	-	-	10,239
79	Community Concrete Flatwork (2016 RS not started)	-	25,598	-	-	25,598	-	-	-	-	-	25,598
79	Community Asphalt Seal Coat- Parking Lots (2016 RS not started)	-	38,038	-	-	38,038	-	-	-	-	-	38,038
79	Community Asphalt Seal Coat-Street Phase 4 (2016 RS not started)	-	51,195	-	-	51,195	-	-	-	-	-	51,195
79	Main Gate Beautification - Globe (730-15B)	-	163,270	-	-	163,270	163,270	-	-	-	163,270	-
79	Globe - Replacement of Continents (730-15B) (Transfer funds to Globe lighting design)	-	201,000	-	(2,000)	199,000	155,387	6,605	-	6,605	161,993	37,007
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)	-	-	2,000	-	2,000	-	1,000	-	1,000	1,000	1,000
79	Perimeter wall sections B (591-01B-B) (Completed as 1/12/17)	-	350,000	-	(194,247)	155,753	155,753	-	-	-	155,753	-
79	Perimeter wall sections A (591-01B-A) (Completed as 1/12/17)	-	494,000	-	(15,770)	478,230	478,230	-	-	-	478,230	-
79	Perimeter wall sections J & K (591-01B-JK)	-	542,289	-	107,711	650,000	78,323	-	-	-	78,323	571,677
79	St. Andrews Gate Improvements (723-14)	-	50,000	-	-	50,000	9,978	3,870	-	3,870	13,848	36,153
79	Perimeter wall sections L & M (591-01B-LM)	-	900,000	-	-	900,000	628,042	230,586	-	230,586	858,629	41,371
79	Landscape Replacement- Admin/HCC Palm Island, J Island, Pump Island (794-16) (Completed as 3/13/17)	-	10,249	-	395	10,644	-	10,644	-	10,644	10,644	-
79	Street Paving Project- Phase one (Cedar Crest, Knollwood, Fairfield/Prestwick, Shawnee...) (784-16)	-	600,000	-	-	600,000	-	172,374	97,838	270,212	270,212	329,788
79	Street Paving Project- Phase two (St. Andrews Drive)	600,000	-	-	-	-	-	-	-	-	-	-
79	Main Gate Entrance- Landscape and Hardscape Improvements (825-17)	229,000	-	158,577	-	158,577	-	17,801	18,000	35,801	35,801	122,776
79	Replace and Purchase Four Traffic Signal Poles (814-17)	-	-	36,000	-	36,000	-	-	-	-	-	36,000
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (738-15)	-	-	237,800	-	237,800	-	-	3,800	3,800	3,800	234,000
79	Painting St. Andrews and North Gate Buildings	-	-	2,875	-	2,875	-	-	-	-	-	2,875
Total Planned Reserve Expenditures		1,229,000	3,969,404	1,627,208	(243,658)	5,352,954	1,771,507	781,026	146,431	927,456	2,698,963	2,653,991

2017 Capital Plan

Center	Description	Prior Approved	2017 Budget	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
								Jan-Aug	Sept	Total		
32	Barcode label printer	1,000				1,000	-	-	-	-	-	1,000
32	Purchasing Office Improvements (805-17) (Completed as 7/28/17)- Remaining 10% balance due \$360 to Greenwood	-		20,800	(9,630)	10,970	-	10,610	-	10,610	10,610	360.00
33	Purchase 1 GEM Vehicle	-		1,500	2,269	3,769	-	1,500	2,269	3,769	3,769	-
MAC	Replace Recording Secretaries Work Station	-		3,800		3,800	-	-	-	-	-	3,800
34	CH4 Technology Enhancements (773-16T) (Completed as 7/28/17)	44,000			(32,743)	11,257	-	11,257	-	11,257	11,257	-
34	Jenark System (5000-14 J)	183,017			34,983	218,000	183,017	-	-	-	183,017	34,983
34	Axonon System (5000-14 A)	67,000		50,000		117,000	57,644	15,263	75	15,338	72,981	44,019
34	Surveillance Cameras	13,000				13,000	63	3,668	6,721	10,389	10,452	2,549
34	Visual Display Solutions	22,000			(22,000)	-	-	-	-	-	-	-
37	Sound Proofing Panels @ Main Gate Lobby	2,000				2,000	-	-	-	-	-	2,000
47	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)	-		28,000		28,000	-	14,978	-	14,978	14,978	13,022
48	Pool Area Planning- replace/enhance or modify	-		25,000		25,000	-	-	-	-	-	25,000
51	Dust Extraction Units	-		1,000	(321)	679	-	679	-	679	679	-
52	Dust Extraction Units	-		1,000	(321)	679	-	679	-	679	679	-
52	Develop redesign CH2 Outdoor Multi-Use Area (785-16)	13,750				13,750	-	9,250	-	9,250	9,250	4,500
52	Clubhouse Interior Improvements (Multipurpose Court)	-	250,000		(250,000)	-	-	-	-	-	-	-
52	Clubhouse Griddle Electrical Upgrade (812-17) (Completed as 7/28/17)	-		7,000	(2,356)	4,644	-	4,644	-	4,644	4,644	-
53	Replace Landscaping adjacent to Clubhouse	-		8,000		8,000	-	-	-	-	-	8,000.00
54	Clubhouse Upgrades (773-16)	22,150				22,150	4,189	14,971	-	14,971	19,160	2,990
55	Building 5 first floor remodel- Design (765-16) (Completed as 8/30/17)	1,600			(950)	650	650	-	-	-	650	-
55	Conference Room B Remodel (772-16) (Completed as 4/20/17)	39,058				39,058	39,058	-	-	-	39,058	-
55	Building 5 first floor remodel- Relocate Recreation Offices (831-17)	-	30,000	10,000	(30,000)	10,000	-	-	1,249	1,249	1,249	8,751
55	Add Purchasing Sales Center	-	25,000		(25,000)	-	-	-	-	-	-	-
55	Relocation Project- Distribution relocated to Building 5, Modify Stock Transfer, Install sound suppression Conf. RM B&C (816-17)	-		20,862		20,862	-	12,588	3,320	15,905	15,905	4,957
56	Install Air Walls	-	25,000		(5,000)	20,000	-	9,051	-	9,051	9,051	10,949
70	Purchase 1 GEM Vehicle	-		3,450		3,450	-	3,450	-	3,450	3,450	-
74	Purchase Trailer for Kubota Backhoe	-	-	2,694		2,694	-	-	-	-	-	2,694
79	Landscape CH3 Library Patio	6,000			(6,000)	-	-	-	-	-	-	-
79	Resales Office Remodel (725-14) (Completed as 3/13/17)	70,000			(9,997)	60,103	54,652	5,451	-	5,451	60,103	-
79	Pedestrian Gate at Northwood Road (820-17)	28,143				28,143	-	4,800	7,400	12,200	12,200	15,943
79	Main Gate Landscape Architect (790-16) (Completed as 9/27/17)	8,000			(1,750)	6,250	-	6,250	-	6,250	6,250	-
79	Sidewalk addition at Medical Center Building to Conference RM B (784-16) (Completed as 3/13/17)	30,000			(550)	29,450	24,525	4,925	-	4,925	29,450	-
79	Red Curb Review Study (796-16) (Completed as 9/27/17)	9,720				9,720	-	9,720	-	9,720	9,720	-
79	Nassau Drive Landscaping (797-16) (Completed as 3/13/17)	6,450				6,450	-	6,450	-	6,450	6,450	-
79	Landscape Replacement- South Side Hill at Amphitheater/ HCC (795-16) (Completed as 3/13/17)	3,206			74	3,280	-	3,280	-	3,280	3,280	-
79	Concrete Replacement and Landscaping at South end of Building 5 (793-16) (Completed as 9/27/17)	16,500			(803)	15,697	14,500	1,197	-	1,197	15,697	-
79	Upgrade 1.8 acres for Rolling Thunder Golf Cart Club (806-17)	-		19,200		19,200	-	11,571	-	11,571	11,571	7,629
79	Conduct Traffic Control Evaluation at Oakmont/St. Andrews & Interlachen/St. Andrews (807-17) (Completed as 9/27/17)	-		2,200		2,200	-	2,200	-	2,200	2,200	-
79	Install Physio-Control LIFEPAK CR & Automated External Defibrillators	-		28,000	(3,487)	24,513	-	24,513	-	24,513	24,513	-
79	Add railings and stairs to Post Office (811-17) (Completed as 9/27/17)	-		10,100	(1,000)	9,100	-	9,100	-	9,100	9,100	-
79	Replace back up generator for Server, phone, radio- Amphitheater/Administration Buildings (817-17)	-		35,000		35,000	-	17,495	-	17,495	17,495	17,505
79	Compliance with California Manual on Uniformed Traffic Control Devices (CAMUTCD) (736-15)	-		35,000		35,000	-	-	-	-	-	35,000
79	CH3 and CH4 Entrance Triangle Landscaping	-		1,635		1,635	-	1,635	-	1,635	1,635	-
79	On Site Post Office Painting (828-17)	-		1,500		1,500	-	-	-	-	-	1,500
Total Planned Capital Acquisitions		586,594	330,000	316,541	(364,482)	867,653	378,298	221,172	21,034	242,206	620,504	247,149



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CDAR PURCHASE
DATE: OCTOBER 16, 2017
CC: FILE

At the regular scheduled meeting of the Finance Committee on October 16, 2017, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and, therefore, are not in compliance with Policy 5520-31 – Reserves. When reviewing liquid funds, the Committee took into consideration the additional liquidity gained from investment maturities in September, as well.

Based on the amount of liquid reserve funds versus total reserve commitments, the Committee passed a motion to recommend to the GRF Board to invest \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR at an annual rate of .70% which will be fully insured by the FDIC. Remaining liquid reserve funds will be sufficient to fulfill current and future commitments.

I move to continue the investment ladder by investing \$500,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds), in a 52-week CDAR @ .70%, which will be fully insured by the FDIC.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: ACCEPTANCE OF THE RESERVE STUDY FOR THE 2018 BUDGET YEAR
DATE: OCTOBER 16, 2017
CC: FILE

At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the Reserve Study for the 2018 budget year. See Exhibit A.

I move that the GRF Board of Directors accept the Reserve Study for the 2018 budget year.

Executive Summary

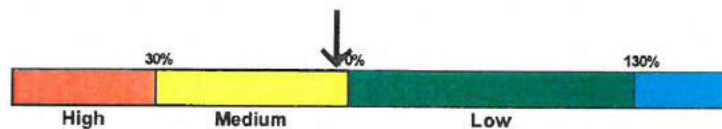
Association: Golden Rain Foundation Assoc. #: 26608-0
 Location: Seal Beach, CA # of Units: 6608
 Report Period: January 1, 2018 through December 31, 2018

Findings/Recommendations as-of: January 1, 2018

Project Starting Reserve Balance	\$6,747,006
Current Fully Funding Reserve Balance	\$9,757,311
Average Reserve Deficit (Surplus) Per Unit	\$456
Percent Funded	69.1 %
Recommended 2018 "Monthly Fully Funding Contributions"	\$100,000
Alternate minimum contributions to keep Reserve above \$0	\$78,000
Most Recent Reserve Contribution Rate	\$95,833

Reserves % Funded: 69.1%

Special Assessment Risk:

*Economic Assumptions:*

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is an Update "With-Site-Visit" Reserve Study, and is based on a prior Report prepared by another Reserve Study company for your 2017 Fiscal Year. We performed the site inspection on 9/6/2017. This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen RS#68.

The Reserve Fund is just below the 70% funded level at 69.1 % Funded, which is a fair position for the fund to be in. This means that the foundation's special assessment & deferred maintenance risk is currently medium. Across the country only approximately 3% of clients in this range experience special assessments or deferred maintenance. The objective of your multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where clients enjoy a low risk of Reserve cash flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$100,000.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your community is \$78,000.

To receive a copy of the full Reserve Study, contact the Foundation.

30-Year Reserve Plan Summary

26608-0
WSV

Fiscal Year Start: 2018					Interest	1.00 %	Inflation:	3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)					Projected Reserve Balance Changes			
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Contrbns.	Loan or Special Assmts	Interest Income	Reserve Expenses
2018	\$6,747,006	\$9,757,311	69.1 %	Medium	\$1,200,000	\$0	\$64,227	\$1,907,300
2019	\$6,103,933	\$9,047,485	67.5 %	Medium	\$1,236,000	\$0	\$66,242	\$256,058
2020	\$7,150,118	\$10,046,791	71.2 %	Low	\$1,273,080	\$0	\$66,773	\$2,279,715
2021	\$6,210,256	\$9,022,878	68.8 %	Medium	\$1,311,272	\$0	\$57,682	\$2,248,231
2022	\$5,330,979	\$8,034,286	66.4 %	Medium	\$1,350,611	\$0	\$58,967	\$273,105
2023	\$6,467,452	\$9,089,644	71.2 %	Low	\$1,391,129	\$0	\$68,650	\$658,815
2024	\$7,268,415	\$9,843,294	73.8 %	Low	\$1,432,863	\$0	\$69,109	\$2,211,206
2025	\$6,559,181	\$9,007,414	72.8 %	Low	\$1,475,849	\$0	\$61,828	\$2,285,167
2026	\$5,811,691	\$8,104,667	71.7 %	Low	\$1,520,124	\$0	\$64,036	\$394,916
2027	\$7,000,935	\$9,157,220	76.5 %	Low	\$1,565,728	\$0	\$76,124	\$412,439
2028	\$8,230,348	\$10,259,786	80.2 %	Low	\$1,612,700	\$0	\$83,800	\$1,390,147
2029	\$8,536,700	\$10,425,969	81.9 %	Low	\$1,661,081	\$0	\$92,300	\$358,863
2030	\$9,931,219	\$11,698,068	84.9 %	Low	\$1,710,913	\$0	\$96,378	\$2,386,011
2031	\$9,352,499	\$10,960,236	85.3 %	Low	\$1,762,240	\$0	\$97,564	\$1,043,613
2032	\$10,168,690	\$11,624,003	87.5 %	Low	\$1,815,108	\$0	\$107,805	\$690,195
2033	\$11,401,408	\$12,714,000	89.7 %	Low	\$1,869,561	\$0	\$120,836	\$615,787
2034	\$12,776,018	\$13,956,903	91.5 %	Low	\$1,925,648	\$0	\$134,809	\$639,235
2035	\$14,197,240	\$15,257,813	93.0 %	Low	\$1,983,417	\$0	\$146,863	\$1,139,638
2036	\$15,187,882	\$16,128,554	94.2 %	Low	\$2,042,920	\$0	\$159,445	\$675,525
2037	\$16,714,721	\$17,551,058	95.2 %	Low	\$2,104,207	\$0	\$175,358	\$622,582
2038	\$18,371,704	\$19,119,802	96.1 %	Low	\$2,167,333	\$0	\$183,869	\$2,305,230
2039	\$18,417,676	\$19,052,985	96.7 %	Low	\$2,232,353	\$0	\$194,412	\$363,223
2040	\$20,481,219	\$21,036,451	97.4 %	Low	\$2,299,324	\$0	\$207,233	\$2,004,723
2041	\$20,983,053	\$21,442,255	97.9 %	Low	\$2,368,304	\$0	\$214,058	\$1,718,698
2042	\$21,846,717	\$22,210,026	98.4 %	Low	\$2,439,353	\$0	\$206,011	\$5,119,084
2043	\$19,372,997	\$19,555,276	99.1 %	Low	\$2,512,534	\$0	\$188,334	\$3,764,089
2044	\$18,309,775	\$18,275,076	100.2 %	Low	\$2,587,910	\$0	\$191,243	\$1,133,936
2045	\$19,954,991	\$19,725,833	101.2 %	Low	\$2,665,547	\$0	\$188,619	\$5,024,334
2046	\$17,784,824	\$17,275,116	103.0 %	Low	\$2,745,513	\$0	\$163,199	\$5,824,721
2047	\$14,868,815	\$13,990,456	106.3 %	Low	\$2,827,879	\$0	\$158,059	\$1,098,395

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: ACCEPTANCE OF THE 2018 ANNUAL BUDGET DISCLOSURE & POLICY STATEMENT
DATE: OCTOBER 16, 2017
CC: FILE

At the regular meeting of the Finance Committee on October 16, 2017, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the 2018 Annual Budget Disclosure & Policy Statement.

I move that the GRF Board of Directors accept the 2018 Annual Budget Disclosure & Policy Statement.

NOVEMBER 2017

TO ALL MEMBERS OF THE GOLDEN RAIN FOUNDATION:

Enclosed please find the 2018 Annual Budget Report and Annual Policy Statement for the Golden Rain Foundation (GRF), a non-profit Mutual Benefit Corporation organized and created pursuant to the California Corporations Code. GRF holds in trust, for the collective Mutual Corporations, the common areas and properties such as the Trust streets, golf course, clubhouses and administration buildings, but not the common areas of the Mutual Corporations. Without the existence of the Trust, these facilities would be included as major components in the Mutual budgets.

The GRF, under contract, acts as agent for the Mutual Corporations and receives funding for its operations from the Corporations and their shareholders. California law requires GRF to report on its annual budget.

In the accompanying pages are summaries of the 2018 budgets that were adopted by the GRF Board of Directors and your respective Mutual Board of Directors, and which must be distributed to the members thirty (30) to ninety (90) days before the end of the fiscal year pursuant to California Civil Code Section 5300. I would like to thank the members of all of the Boards of Directors for their volunteer services resulting in no board costs to the residents. **Any member of GRF may request copies of both full budgets from the GRF Accounting Department at no cost.** In addition to the budget summaries, this package contains a summary of the Annual Policy Statement, which must be distributed to members in accordance with Civil Code Section 5310 within thirty (30) to ninety (90) days before the end of the fiscal year. **Any member may request a complete copy of the report at no cost to the member by submitting a written request to:**

**Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740**

The minutes of each GRF Board meeting are published monthly in *LW Weekly*. Minutes of each Mutual's regular meeting are circulated to each building and posted in the laundry rooms of your Mutual. Copies can be obtained for a nominal fee from the Finance Department in the Administration building.

Please review the foregoing and enclosed documents. Should you have any questions or concerns, please do not hesitate to contact your Board of Directors.

Thank you.

Sincerely,

Golden Rain Foundation

Barry Lukoff, Treasurer

ANNUAL BUDGET REPORT¹

(Civil Code Section 5300)

After thoughtful review and consideration, the Board of Directors has approved a budget for the fiscal year ending December 31, 2018, which it believes is reasonable and prudent to meet the funding needs of the Association. The assessments will be increased to \$152.70 per unit, per month effective January 1, 2018. A copy of the budget is enclosed for your review.

In accordance with Civil Code Sections 5550(b)(5) and 5560 the Board has adopted the budget along with the reserve funding plan as recommended in the Reserve Study performed by Association Reserves. The reserve study has been performed pursuant to Civil Code Section 5565 for the major capital components. GRF's reserves account will be funded through assessments for \$1,200,000 and from a portion of the membership fees and renters fees (Mutual Seventeen only) in accordance with Policy 5061-31. A summary of the reserve report is enclosed. Copies of the full reserve study plan are available upon request to GRF.

The Board of Directors does not, at this time, anticipate the need to levy a special assessment for planned expenditures, but reserves the right in accordance with California Civil Code to approve a special assessment for unplanned major expenses, if necessary, in the upcoming fiscal year.

The Board of Directors has not deferred repairs or replacement of any major component with a remaining life of 30 years or less.

¹ This summary includes a general description of the content of the report. Members may request a complete copy of the report at no cost to the member by submitting a written request to Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740.

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending 2018

(1) The regular assessment per ownership interest is \$152.70 ownership interest per month and the portion allocated to reserves is \$15.13 per ownership interest per month.

(2) Additional regular or special assessments are not anticipated to be imposed or charged, regardless of the purpose.

(3) Based upon the most recent reserve study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes X No

(4) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan.

(5) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the start of the 2018 fiscal year is \$9,757,311, based in whole or in part on the reserve study update performed by Association Reserves dated October 02, 2017 for the 1/1/2018 calendar year. The projected reserve fund cash balance at the start of the 2018 fiscal year is \$6,747,006, resulting in reserves being 69.1% funded at this date.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund, the projected reserve fund balance in each of those years, taking into account only assessments already approved and other known revenues, and the percentage funded at the start of each of the next five budget years are:

Year	Required Funding	Projected Fund Bal.	% Funded
2019	\$ 9,047,485	\$ 6,103,933	67.50%
2020	10,046,791	7,150,118	71.20%
2021	9,022,878	6,210,256	68.80%
2022	8,034,286	5,330,979	66.40%
2023	9,089,644	6,467,452	71.20%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 1.00% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00% per year.

**Golden Rain Foundation
2018 Operating Budget
Summarized by Function**

	<u>Wages & Benefits</u>	<u>Other Net Costs</u>	<u>Total 2018</u>	<u>Total 2017</u>	<u>Change</u>	<u>Per Unit Per Month</u>	
						<u>2018</u>	<u>2017</u>
Administration	\$3,531,596	\$2,212,991	\$5,744,587	\$5,385,939	\$358,648	\$72.44	\$67.92
Security & Transportation	2,124,088	242,590	\$2,366,678	2,276,798	89,880	29.85	\$28.71
Recreation Services	604,527	2,068,658	\$2,673,185	2,497,976	175,209	33.71	\$31.50
Physical Property	3,826,734	532,632	4,359,366	4,315,544	43,822	54.98	\$54.42
Reserve Contributions	0	1,200,000	1,200,000	1,150,000	50,000	15.13	14.50
Gross Trust Administration	\$10,086,945	\$6,256,871	\$16,343,816	\$15,626,257	\$717,559	\$206.11	\$197.05
Less Rentals & Other Cost Recoveries			(4,235,661)	(4,152,739)	(82,922)	(53.41)	(52.36)
Net Trust Administration Cost (Regular Assessment)			\$12,108,155	\$11,473,518	\$634,637	\$152.70	\$144.69

Summary of 2018 Reserve and Capital Funds

Reserve funds are monies that the GRF has collected to defray future maintenance and replacement of major components/assets that GRF is required to maintain in accordance with California Civil Codes. Use and expenditure of reserve funds are governed by Policy 5520-31. The Reserve Fund is funded by contributions collected through monthly assessments and from a percentage of the Membership Fee and Renter Fee (Mutual Seventeen only) in accordance with Policy 5061-31. Additional funding of the Reserve Fund may result through surplus operational funds from the preceding fiscal year in accordance with Policy 5528-31 and in accordance with the Civil Code.

The current deficit in reserve funding is equivalent to \$456 per unit. GRF has no outstanding loans.

Major Component	Est. Useful Life		2018 Est. Remaining Life		Estimated Replacement Cost in 2018	01/01/2018 Current Fund Balance	01/01/2018 Fully Funded Balance	% Funded
	Min	Max	Min	Max				
Admin Building	4	30	0	24	421,800	172,283	249,151	
Amphitheater	4	30	0	27	1,162,760	474,923	686,818	
Clubhouses	6	40	0	29	3,598,550	1,469,820	2,125,608	
Infrastructure	0	40	0	30	9,767,550	3,989,534	5,769,541	
Library	4	40	1	17	218,550	89,266	129,094	
Maint. Yard	10	50	0	26	508,200	207,573	300,186	
Pool & Golf	1	30	0	12	604,900	247,070	357,305	
Resales	4	40	2	20	63,600	25,977	37,568	
Security Office	5	40	0	18	172,750	70,559	102,041	
Total					16,518,660	6,747,005	9,757,312	69.1%

Capital expenditures are defined as the new purchase (not replacement) of equipment and/or assets upon Trust property or used in the maintenance of Trust property or in the performance of GRF duties under the management agreement with the Mutual Corporations. The Capital Fund and its related expenditures are NOT part of the operational budget. The Capital Fund is funded from a percentage of the Membership Fee and Renter Fee (Mutual Seventeen only) in accordance with Policy 5061-31. New equipment and/or assets completed and acquired in the current budget year will be placed as a reserve item in subsequent years so that proper funding will be available when these items are ready for replacement. The anticipated value of the Capital fund at the beginning of this budget year is \$1,557,112.

A complete copy of the budget is available from the Accounting Office.

The following information (notice of insurance coverage, billing and collection procedures, assessments and foreclosure, payments, meetings and payment plans, information re CA Civil Code Sections 5920 and 5965, internal dispute resolution procedures, alternative dispute resolution, right to receive copies of minutes, and procedures for remodeling) is distributed to members of the Golden Rain Foundation and shareholders/homeowners of the Mutual Corporations. Throughout these notices, there are references to an "association." The Golden Rain Foundation has been determined to be an association by the courts of this state.

NOTICE OF INSURANCE COVERAGE FOR THE MUTUAL CORPORATIONS AND THE GOLDEN RAIN FOUNDATION

This summary of the policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual insurance policies. Any association member may, upon written request and provision of reasonable notice, review the association's insurance policies and, upon written request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the insurance policies specified in this summary, the association's insurance policies may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult their individual insurance broker or agent for appropriate additional coverage.

Insurer	Coverage	Limit	Deductible
Philadelphia Ins. Co.	Property	\$ 200,000,000	\$50,000
Philadelphia Ins. Co.	Boiler & Machinery	\$ 50,000,000	\$ 1,000
Philadelphia Ins. Co.	Auto Liability	\$ 1,000,000	\$ 1,000
Philadelphia Ins. Co.	General Liability	\$ 2,000,000	\$10,000
Great American Ins.	Umbrella Liability	\$ 30,000,000	N/A
RSUI	Excess Umbrella	\$ 10,000,000	N/A
Great American Ins.	Pollution Legal Liability	\$ 5,000,000	\$25,000
Chubb	Crime	\$ 1,500,000	\$10,000
Chubb	Fiduciary	\$ 3,000,000	N/A
Chubb	Kidnap/Ransom/Extortion	\$ 1,500,000	N/A
Chubb	Workplace Violence	\$ 1,000,000	N/A
RSUI	Dir. & Officers (Mutuals)	\$ 3,000,000	\$50,000
AWAC/ARGO	Excess Dir. & Officers (Mutuals)	\$ 7,000,000	N/A
RSUI	Cyber (Mutuals)	\$ 2,000,000	\$5,000
RSUI	Cyber (GRF)	\$ 2,000,000	\$5,000
RSUI	Dir. & Officers (GRF)	\$ 3,000,000	\$100,000
AWAC/ARGO	Excess Dir. & Officers (GRF)	\$ 7,000,000	N/A
STARR	Errors & Omissions	\$ 2,000,000	\$50,000

The above insurance policies were in effect at the time the budget was prepared. The effective date of these policies is December 1st. We anticipate that the above policies may be renewed with some changes in limits and deductibles. In the event that any of the above policies are cancelled and not immediately replaced, or if there is a material change in coverage or deductible, you will be notified of that change or cancellation.

The coverage provided by these policies exceeds the levels required by law. Claims in excess of this coverage will not result in any direct individual liability by any member. However, there could be a

proportionate assessment levied to pay the amount of any judgment in excess of the corporate coverage limits. Earthquake insurance is not provided due to cost and coverage prohibitions.

The property and general liability insurance policies provide coverage for the Golden Rain Foundation and Mutual Corporations. The Directors and Officers Liability policies provide separate coverage for the Mutual Corporations and the Golden Rain Foundation.

(Remove, read and save these eight pages and the accompanying Mutual budget)

ANNUAL POLICY STATEMENT² (Civil Code Section 5310)

1. CONTACT PERSON. The name and address of the person designated to receive official communications to GRF and the Mutual Corporations, pursuant to Civil Code Section 4035 shall be:

**Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740
Attn: President, Golden Rain Foundation**

2. MULTIPLE ADDRESSES. Members may submit a written request to GRF's Contact Person identified in Section 1 above to add or remove a second address for delivery of the following notices according to subdivision (b) of Section 4040 of the Civil Code:
 - a. Annual Budget Report and Annual Policy Statement, as well as the Year-End Report (Article 7 of the Civil Code, commencing with Section 5300 of Chapter 6);
 - b. Notices regarding assessment payments and delinquencies (Article 2 of the Civil Code, commencing with Section 5650 of Chapter 8); and
 - c. Notices regarding a trustee's sale pursuant to Civil Code Section 5710.
3. NOTICE LOCATION. The location designated for posting of a general notice for the Golden Rain Foundation, pursuant to paragraph (3) of subdivision (a) of Section 4045 of the Civil Code shall be:

LW Weekly

General notices for the Mutual Corporations are posted in the laundry rooms.

4. NOTICE BY INDIVIDUAL DELIVERY. A member may submit a written request to the Association Contact Person to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045 of the Civil Code.

² This summary includes a general description of the content of the report. Members may request a complete copy of the report at no cost to the member by submitting a written request to Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740.

5. RIGHT TO RECEIVE COPIES OF MINUTES. Members have the right to obtain copies of board meeting minutes, pursuant to subdivision (b) of Section 4950 of the Civil Code, by contacting GRF's Contact Person. The minutes of each Golden Rain Foundation Board meeting are published in *LW Weekly*. Minutes of each Mutual's regular meeting of the Board of Directors are circulated to each building and posted in the laundry rooms of your Mutual. Copies of all minutes (except minutes of meetings in executive session), proposed minutes or summary minutes, as well as agendas for all open or executive session meetings can be obtained for a nominal fee from the Accounting Department in the Administration building.
6. RULES ENFORCEMENT POLICY: (pursuant to Section 5850 of the Civic Code)
 - a. If an association adopts or has adopted a policy imposing any monetary penalty, including any fee, on any association member for a violation of the governing documents, including any monetary penalty relating to the activities of a guest or tenant of the member, the board shall adopt and distribute to each member, in the annual policy statement prepared pursuant to Section 5310, a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for member discipline contained in the governing documents.
 - b. Any new or revised monetary penalty that is adopted after complying with subdivision (a) may be included in a supplement that is delivered to the members individually, pursuant to Section 4040.
 - c. A monetary penalty for a violation of the governing documents shall not exceed the monetary penalty stated in the schedule of monetary penalties or supplement that is in effect at the time of the violation.
 - d. An association shall provide a copy of the most recently distributed schedule of monetary penalties, along with any applicable supplements to that schedule, to any member upon request.
7. FINE SCHEDULE: A schedule for fines relating to parking rule violations is included in Policy 1927.01-37. Pursuant to Civil Code Section 5850, additional documents will be distributed if and when other fine schedules may be prepared and duly adopted by the Board.
8. PROCEDURES FOR REMODELING: The following is a summary of requirements for GRF approval of a physical change to property, pursuant to Section 4765 of the Civil Code:

Mutual residents are permitted to remodel their apartment within the parameters of their Occupancy Agreement and applicable Mutual policy. Remodeling common areas or apartments is permitted only with respective Mutual Board approval. Plans for remodeling and selected contractor names must be submitted to, and approved by, the respective Mutual Board of Directors prior to commencement of work.

BILLING AND COLLECTION PROCEDURES FOR THE MUTUAL CORPORATIONS OF SEAL BEACH LEISURE WORLD

Prompt payment of your Regular Assessment and Property tax is essential to the financial health of your Mutual, and enhances the value of your ownership in the corporation. In addition to the monthly regular assessment, you may have other charges, i.e. cable service or Service Repair Orders, charged to your account. Upon rare occasions, a special assessment may be levied by your Mutual. Your respective Board of Directors takes seriously its obligation to enforce the collection procedures set forth below. The presentation of this procedure is intended to fulfill your Board of Director's obligation to notify you under Section 5310(a)(7) of the California Civil Code.

1. It is your responsibility to pay your monthly payment (consisting of the regular assessment, property tax, special assessment(s) and voluntary charges) on or before the due date. The due date is the first of the month, unless otherwise stated on the payment coupon.
2. If a payment is not made within the Mutual's grace period (15 days past the due date) or paid short of the total amount due, the account will be deemed delinquent and a late charge will be assessed. The late charge varies by Mutual and by the date of the Occupancy Agreement. It can range from a low of \$2.00 to a high of \$10.00 or 10% of the delinquent balance, whichever is greater. The late charge will be assessed for each monthly payment, or portion thereof, that is (are) delinquent. If your Occupancy Agreement specifies a lower late fee, the lower fee will apply.
3. The first past due notice will be mailed 30 days after the due date of the unpaid and now delinquent payment. After 30 days, the past due amount will be charged an interest rate not to exceed 12% per annum on the total amount due. Late charges and collection costs are added to the delinquent monthly payment (consisting of the regular assessment, property tax, special assessment(s) and voluntary charges), and become part of the total amount due.
4. Partial payments of amounts due will be applied in the following order: property taxes, special assessments and regular assessments, voluntary charges, late charges, collection costs and interest. Collection costs will include attorney fees. Any unpaid amounts will be charged the late charge and will accrue interest.
5. Amounts due are your personal obligations and are liens against your unit. All late charges, interest, attorney's fees, and collection costs incurred by the Association will be added to the Owner's account and will become the liability of the Owner.
6. A second past due notice will be sent 60 days after the initial due date of the delinquent payment. The Mutual CFO receives a list of delinquent accounts on a monthly basis.
7. Formal collection procedures will begin upon the request of your Mutual Board of Directors, which may include eviction and forced sale of your share of stock.
8. The Mutual Board of Directors may, at any time, authorize legal action, regardless of the delinquent amount.
9. When the Board is to meet to consider or impose a monetary charge as a means of reimbursing GRF for costs incurred in the repair of damage to Common Area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least ten (10) days prior to the meeting. (Civil Code Section 5855(a).) The notification shall contain, at a minimum, the date, time, and place of the meeting.

the nature of the damage to the Common Area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the Board at the meeting. (Civil Code Section 5855(b).) The Board shall meet in executive session if requested by the member. (Civil Code Section 5855(b).)

10. The physical address for making payments is the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, CA 90740. The mailing address is the Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740. The Golden Rain Foundation is the trustee and/or managing agent for the Mutual Corporations.

NOTICE

ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The mailing address for overnight payments is the following: (Section 5655 of the Civil Code)

Seal Beach Mutual {your Mutual Number}
P.O. Box 51996
Los Angeles, CA 90051-6296

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

**INFORMATION REGARDING CALIFORNIA CIVIL CODE SECTIONS 5920 and 5965
CONCERNING INTERNAL DISPUTE RESOLUTION PROCEDURE
AND ALTERNATIVE DISPUTE RESOLUTION**

California Civil Code Section 5965 requires that the association furnish you with the following information concerning the provisions of the code section related to Alternative Dispute Resolution (ADR). Civil Code Section 5920 requires that you be notified concerning Internal Dispute Resolution Procedure (IDR) and that we furnish you with the following information concerning the provisions of the Code Section, usually at the time that the budget is delivered or some other convenient time as specified by the Civil Code. The provisions, in summary form, are as follows:

INTERNAL DISPUTE RESOLUTION PROCEDURE

1. The Internal Dispute Resolution Procedure (IDR) is set forth commencing with Civil Code Section 5915 and requires the association to provide an expeditious procedure for the determination of disputes between the association and any resident. The sections therein require the following: (a) any party may submit a written request to "meet and confer" in an effort to resolve the dispute, (b) a member of an association may refuse a request to meet and confer; the association may not refuse a request to meet and confer, (c) the board shall designate a member of the board to meet and confer, (d) the parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute, and (e) a resolution of the dispute agreed to by the parties shall be put in writing and signed by the parties, including the board designee on behalf of the association.
2. An agreement reached under this procedure binds the parties and is judicially enforceable if both of the following conditions are satisfied: a) The agreement is not in conflict with law or the governing documents of the common interest development or the association, and b) the agreement is consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors. A member of the association may not be charged a fee to participate in the process.
3. As required by Civil Code Section 5920, Mutuals that have adopted their own IDR process pursuant to California Civil Code Section 5910 shall include a description of said IDR process in their individual budget reports.

ALTERNATIVE DISPUTE RESOLUTION

1. Prior to filing a civil action either by Golden Rain Foundation, a Mutual or by an owner of a Mutual share, which action is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, Civil Code Section 5930 requires that the parties shall endeavor to submit their dispute to Alternative Dispute Resolution (ADR), such as mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. This section does not apply to a small claims action or, except as otherwise provided by law, to an assessment dispute.
2. The form of alternative dispute resolution may be binding or non-binding at the option of the parties. Any party to such dispute may initiate the process by serving upon all other parties to the dispute a "REQUEST FOR RESOLUTION." The Request for Resolution shall include all of the following: (a)

A brief description of the dispute between the parties; (b) A Request for Alternative Dispute Resolution; (c) A notice that the party receiving the Request for Resolution is required to respond thereto within thirty (30) days of receipt or the request will be deemed rejected; and (d) If the party on whom the request is served is the owner of a separate interest, a copy of Civil Code 5925 et seq. shall be provided.

3. The service of the Request for Resolution shall be either by personal delivery, first class mail, express mail, facsimile transmission or other means reasonably calculated to provide actual notice to the party on whom the request is served.
 4. The party receiving the Request for Resolution shall have thirty (30) days to accept or reject the request. In the event no such response is received, the Request is deemed "rejected."
 5. If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within ninety (90) days after receipt of the acceptance by the party initiating the request, unless this period is extended by written stipulation signed by both parties.
 6. The costs of the alternative dispute resolution shall be borne by the parties.
 7. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action (as defined by Civil Code §5925(b)) the time limitation is tolled during the following periods: (a) The period provided in Section 5935 for response to a Request for Resolution, (b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated by the parties pursuant to Section 5940.
 8. At the time of commencement of an enforcement action (as defined in Civil Code §5925(b)), the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) Alternative dispute resolution has been completed in compliance with this article; (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution; (3) Preliminary or temporary injunctive relief is necessary.
- Failure to file a certificate pursuant to Civil Code §5950 is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.
9. After an enforcement action (as defined in Civil Code §5925) is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code. The costs of the alternative dispute resolution shall be borne by the parties.
 10. In an enforcement action (as defined by Civil Code 5925(b)) in which fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.
 11. Except on agreement by the parties to the contrary, anything said or admissions made in the course of alternative dispute resolution shall not be admissible into evidence in a trial. Documents prepared in preparation for or during the course of alternative dispute resolution shall not be admissible into evidence and disclosure of those documents may not be compelled in a civil action.
 12. Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND POLICY 5061-31, FEES (**TENTATIVE VOTE**)
DATE: OCTOBER 16, 2017
CC: FILE

Policy 5061-31, Fees, relates to the type of fees charged to members of the Golden Rain Foundation and how that fee is calculated and where the money is applied.

At the regular Finance Committee meeting on October 16, 2017, the Finance Committee unanimously suggested Policy 5061-31, Fees, be amended. The proposed policy changes are attached (Exhibit A), with a comparison of the changes (Exhibit B) to the current policy version (Exhibit C).

I move to amend Policy 5061-31, Finance – Fees, to include changing “Membership” fee to “Amenities” fee, updating “Shareholder” to “Member” and increasing the Amenity Fee.

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees**

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. **Facilities and Amenities (Amenities) Fee:**

- 1.1 Each owner, co-owner, co-occupant non-owner, or qualified permanent resident is required to pay a one-time, non-refundable Amenities fee.
- 1.2 The Amenities fee for an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a use fee for access and use of the Trust facilities, amenities, and participation in GRF activities.
- 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- 1.4 The Amenities fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The Amenities fee is reviewed annually and is implemented on January 1st of each year.
- 1.5 Existing GRF Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one unit to another without having to pay the Amenities fee again. They have thirty (30) days to complete the transfer.
- 1.6 If they are out of the community for more than thirty (30) days, a new Amenities fee will need to be paid.
- 1.7 The Amenities fee shall be allocated as follows:
 - 1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.7.2 Fifty percent (50%) into the GRF Reserve Fund.

2. **Payment of Amenities Fee:**

- 2.1. New Members are encouraged to pay the Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the Amenities fee over a seven-year period for those Members who wish to finance the fee.
- 2.2. Members who opt to finance the payment of their Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1. If a Member opts to finance the Amenities fee, the Member shall pay a one-time upfront payment of twenty-five percent

GOLDEN RAIN OPERATIONS

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(25%) of the total Amenities fee at the close of Escrow, and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the Amenities fee is paid in full, the balance due must be paid before transfer is complete.
- 2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and Mutual Stock Certificate Processing Fee:

- 3.1. GRF shall issue one membership and one stock certificate per unit. They may contain one or more names.
- 3.2. A certificate processing fee of two hundred fifty dollars (\$250) will be charged in advance each time the certificates are changed or altered to cover the cost of preparing, recording and/or replacing either or both certificates.
- 3.3. The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).
- 3.4. The Certificate processing fee shall be allocated to Cost Center 33 (Stock Transfer).

4. Transfer Fee – In Escrow:

The seller of a Mutual share of stock shall pay a transfer fee of five hundred dollars (\$500) to cover the cost of transferring ownership(s). The fee shall be allocated to Cost Center 33 (Stock Transfer).

5. Non – Owner, Co-Occupant Processing Fee

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees**

Non – Owner, Co-Occupant Processing fee of one hundred dollars (\$100) shall be charged to cover the actual set up and processing costs and shall be allocated to Cost Center 33 (Stock Transfer).

6. Mutual Corporation Fees

Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. GRF operates as the management company for the Mutuals and will, as part of its duties, apply Mutual Fees in accordance with established Mutual policies (See the 7000 Policy Series).

7. Stock Transfer Legal Review of Trust Fees

- 7.1. Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. The following procedures will be implemented.
 - 7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the GRF attorney to review prior to any completed transfer of ownership.
 - 7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.
 - 7.1.3. In an effort to offset the cost of the required GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of one hundred twenty-five dollars (\$125) representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.
 - 7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (Stock Transfer).

GOLDEN RAIN OPERATIONS

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8. Lessee Annual Amenities Fee – Mutual 17 Only
 - 8.1. The GRF annual Lessee Amenities fee is a required use fee for access to the Trust facilities, amenities, and participation in GRF activities. The Lessee fee is calculated at twenty-five percent (25%) of the GRF annual assessment rounded up to the nearest dollar for each occupant.
 - 8.2. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.
 - 8.3. If delinquent, the Lessee shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:
 - 8.3.1. A twenty-five dollar (\$25) late fee, and
 - 8.3.2. Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.
 - 8.4. In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) late payment fee, and all bank charges assessed against the association.
 - 8.5. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities, including driving privileges upon GRF Trust streets. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.
 - 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
 - 8.7. Lessee Amenities fees shall be allocated as stated in Section 1.7.
9. The fee for verifying Powers of Attorney and Court Orders will be seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
10. The fee for additional Leisure World maps will be five (\$5) per map (shareholders excluded).
11. All Fees are subject to annual review and are subject to change.

GOLDEN RAIN OPERATIONS**FINANCE****AMEND****Fees****Policy**

**GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**

Adopted: 21 Apr 70
 Amended: 31 Aug 73
 Amended: 20 Nov 73
 Amended: 19 Aug 75
 Amended: 31 Aug 77
 Amended: 16 Jun 81
 Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)
 Amended: 16 Dec 86 (Effective 01 Jan 87)
 Amended: 21 Jul 87 (Effective 01 Aug 87)
 Amended: 20 Sep 88 (Effective 01 Jan 89)
 Amended: 21 Nov 89
 Amended: 16 Nov 93 (Effective 01 Dec 93)
 Amended: 18 Nov 03 (Effective 01 Jan 04)
 Amended: 15 May 07 (Effective 01 Jul 07)
 Amended: 17 July 12 (Effective 01 Sept 12)
 Amended: 22 Apr 14 (subheading correction only)
 Amended: 28 Oct 14 (Effective 01 Jan 2015)
 Amended: 27 Oct 15 (Effective 01 Jan 2016)
 Amended: 27 Dec 16 (Effective 01 Jan 2017)
 Amended: 23 May 17 (Effective 01 each year)

(May 17)

GOLDEN RAIN OPERATIONS

FINANCE

COMPARISON OF CHANGES

Fees

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. Membership Fee1. Facilities and Amenities (Amenities) Fee:

- 1.1 Each owner and, co-owner, co-occupant non-owner ~~will be~~, or qualified permanent resident is required to pay a one-time ~~membership~~, non-refundable Amenities fee.
- 1.2 The ~~membership~~Amenities fee for a ~~GRF member~~an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a ~~buy-in~~use fee for access ~~to and use of the community~~Trust facilities and, amenities., and participation in GRF activities.
- 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- ~~4.3~~1.4 The ~~membership~~Amenities fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The ~~new membership~~Amenities fee is ~~reviewed annually and is implemented on January 4~~1st of each year.
- 1.5 Existing GRF ~~member~~Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one ~~mutual~~unit to another without having to pay the ~~membership~~Amenities fee ~~provided that~~again. They have thirty (30) days to complete the ~~member(s) remain(s)~~transfer.
- ~~4.4~~1.6 If they are out of the same. The ~~member(s)~~community for more than thirty (30) days, a new Amenities fee will, however, need to be charged ~~a membership certificate processing fee for this transaction. (See section 3)~~paid.
- ~~4.5~~1.7 ~~Membership fees~~The Amenities fee shall be allocated as follows:
 - ~~4.5.1~~1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - ~~4.5.2~~1.7.2 -Fifty percent (50%) into the GRF Reserve Fund.

2. Payment of MembershipAmenities Fee:

- 2.1. New ~~members~~Members are encouraged to pay the ~~membership~~Amenities fee in

GOLDEN RAIN OPERATIONS

FINANCE

COMPARISON OF CHANGES

Fees

full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the ~~membership~~Amenities fee over a seven-year period for those ~~members~~Members who wish to finance ~~their membership~~the fee.

- 2.2. Members who opt to finance the payment of their ~~membership~~Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.

2.2.1. If a ~~member~~Member opts to finance ~~their membership~~the Amenities fee, ~~each member~~the Member shall pay a one-time upfront payment of twenty-five percent (25%) of the total ~~membership~~Amenities fee at the close of Escrow, and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

2.2.2. The annual finance charge on matured, unpaid amounts shall be one ~~(4)~~percent (1%) per month (APR of 12%) paid annually on the outstanding balance.

2.2.3. In the event that a unit changes ownership before the ~~membership~~Amenities fee is paid in full, the balance due ~~will~~must be paid before transfer is complete.

2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and Mutual Stock Certificate Processing Fee:

3.1. GRF shall issue one membership and one stock certificate per unit. ~~The membership certificate~~They may contain one or more names.

3.2. A certificate processing fee of \$two hundred fifty dollars (\$250) will be charged to ~~the unit's account~~in advance each time the ~~membership certificate~~is ~~certificates are~~ changed or altered to cover the cost of preparing, recording and/or replacing a ~~membership certificate~~either or both certificates.

3.3. ~~Membership~~The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have

GOLDEN RAIN OPERATIONS

FINANCE

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Fees

new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).

~~3.3.3.4.~~ The Certificate and ~~Processing~~ processing fee shall be allocated to Cost Center 33 (~~Mutual Administration~~ Stock Transfer).

4. Transfer Fee – In Escrow:

4.1.—The seller of a Mutual share of stock shall pay a transfer fee of \$~~five hundred dollars~~ (\$500 to GRF) to cover the cost of transferring ownership(s).

4.2. ~~Transfer Fee – In Escrow~~ The fee shall be allocated to Cost Center 33 (~~Mutual Administration~~ Stock Transfer).

5. Non – Owner, Co-Occupant Processing Fee

5.1.—Non – Owner, Co-Occupant Processing fee of \$~~one hundred dollars~~ (\$100) shall be charged to cover the actual set up and processing costs.

~~Non – Owner, Co-Occupant Processing Fee~~ and shall be allocated to Cost Center 33 (~~Mutual Administration~~ Stock Transfer).

~~5.2.~~

6. Mutual Corporation Fees

6.1. Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. ~~In accordance with the Management agreement, GRF operates as the management company for the Mutuals and processes the transfer of stock certificates. GRF will, as part of its duties, will apply applicable Mutual Fees in accordance with established Mutual policies (see~~ See the 7000 policy series Policy Series).

7. Stock Transfer Legal Review of Trust Fees

7.1. ~~Whenever there is~~ Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the Foundation GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. ~~In~~

GOLDEN RAIN OPERATIONS

FINANCE

COMPARISON OF CHANGES

Fees

~~order to determine the legal rights of the trustee/successor trustee to represent the sale or transfer of a unit's ownership via the trust they represent, the following procedure~~ The following procedures will be is implemented.

- 7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the ~~Foundation~~ GRF attorney to review prior to any completed transfer of ownership.
- 7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the ~~Foundation~~ GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.
- 7.1.3. In an effort to offset the cost of the required ~~Foundation~~ GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of ~~\$one hundred twenty-five dollars (\$125)~~ representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.
- 7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (~~Mutual Administration~~)-~~Stock Transfer~~).

8. Lessee Annual ~~Amenities~~ Fee – Mutual 17 Only

- 8.1. The GRF ~~lessee~~ annual ~~Lessee Amenities~~ fee is a required use fee for access to the ~~community~~ Trust facilities, amenities, and participation in GRF activities. –The ~~lessee~~ Lessee fee is calculated at twenty-~~20%-five percent (25%)~~ of the GRF annual assessment rounded up to the nearest dollar for each occupant.
- 8.2. The required annual ~~lessee~~ Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. ~~-No monthly payments can be made.~~
- 8.3. If delinquent, the ~~lessee~~ Lessee shall pay damages to reimburse GRF for its ~~time, inconvenience, expense~~ and overhead in collecting the payment as follows:

GOLDEN RAIN OPERATIONS

FINANCE

COMPARISON OF CHANGES

Fees

- 8.3.1. A ~~(twenty-five dollar)-\$ (\$25)~~ late fee, and
- 8.3.2. Interest at one percent (1)% per month (APR of 12%%) from the original date due until the date the full payment is received.
- 8.4. In addition to late fees, for each check from a ~~lessee~~ Lessee that a bank returns for any reason, the ~~lessee~~ Lessee must pay:
 - ~~8.4.1.~~ 8.4. Fifty dollars ~~(\$50)~~ a twenty-five dollar (\$25) late payment fee, and all bank charges assessed against the association.
 - ~~8.5. If a lessee~~ Lessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, ~~the lessee~~ Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the ~~lessee~~ Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the ~~lessee~~ Lessee.
- 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7. Lessee Amenities fees shall be allocated as ~~follows:~~ stated in Section 1.7.
 - ~~8.7.1. Fifty percent (50%) into the GRF Capital Improvement Fund.~~
 - ~~8.7.2. Fifty percent (50%) into the GRF Reserve Fund.~~
- 9. The fee for verifying Powers of Attorney and Court Orders will be \$~~seventy-five dollars (\$75)~~ per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
- 10. The fee for additional Leisure World maps will be \$~~five (\$5)~~ per map (shareholders excluded), ~~per map.~~
- 11. All Fees are subject to ~~periodic~~ annual review and are subject to change.

GOLDEN RAIN OPERATIONS**FINANCE****COMPARISON OF CHANGES****Fees****Policy****GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**

Adopted: 21 Apr 70
 Amended: 31 Aug 73
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 Amended: 19 Aug 75
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(May 17)

GOLDEN RAIN OPERATIONS
FINANCE

CURRENT

Fees

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. **Membership Fee**

- 1.1 Each owner and co-occupant non-owner will be required to pay a one-time membership fee.
- 1.2 The membership fee for a GRF member represents a buy-in for access to the community facilities and amenities.
- 1.3 The membership fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The new membership fee is implemented on January 1 of each year.
- 1.4 Existing GRF member(s) may transfer from one mutual to another without having to pay the membership fee provided that the member(s) remain(s) the same. The member(s) will, however, be charged a membership certificate processing fee for this transaction. (See section 3)
- 1.5 Membership fees shall be allocated as follows:
 - 1.5.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.5.2 Fifty percent (50%) into the GRF Reserve Fund.

2. **Payment of Membership Fee**

- 2.1. New members are encouraged to pay the membership fee in full at the close of the purchase escrow. GRF has established a finance plan to pay the membership fee over a seven-year period for those members who wish to finance their membership fee.
- 2.2. Members who opt to finance the payment of their membership fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1. If a member opts to finance their membership fee, each member shall pay a one-time upfront payment of twenty-five percent (25%) of the total membership fee at the close of Escrow, and make seven (7) equal annual installment payments. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

GOLDEN RAIN OPERATIONS**FINANCE****CURRENT****Fees**

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one (1) percent per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the membership fee is paid in full the balance due will be paid before transfer is complete.

3. Membership Certificate and Processing Fee

- 3.1. GRF shall issue one membership certificate per unit. The membership certificate may contain one or more names.
- 3.2. A certificate processing fee of \$250 will be charged to the unit's account each time the membership certificate is changed or altered to cover the cost of preparing, recording and/or replacing a membership certificate.
- 3.3. Membership Certificate and Processing fee shall be allocated to Cost Center 33 (Mutual Administration).

4. Transfer Fee – In Escrow

- 4.1. The seller of a Mutual share of stock shall pay a transfer fee of \$500 to GRF to cover the cost of transferring ownership(s).
- 4.2. Transfer Fee – In Escrow shall be allocated to Cost Center 33 (Mutual Administration).

5. Non – Owner, Co-Occupant Processing Fee

- 5.1. Non – Owner, Co-Occupant fee of \$100 shall be charged to cover the actual set up and processing costs.
- 5.2. Non – Owner, Co-Occupant Processing Fee shall be allocated to Cost Center 33 (Mutual Administration).

6. Mutual Corporation Fees

- 6.1. Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. In accordance with the Management agreement, GRF operates as the management company for the Mutuals and processes the transfer of stock certificates. GRF, as part of its duties, will apply applicable Mutual Fees in accordance with established Mutual policies (see 7000 policy series).

GOLDEN RAIN OPERATIONS**FINANCE****CURRENT****Fees****7. Stock Transfer Legal Review of Trust Fees**

7.1. Whenever there is a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the Foundation the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. In order to determine the legal rights of the trustee/successor trustee to represent the sale or transfer of a unit's ownership via the trust they represent, the following procedure is implemented.

7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the Foundation attorney to review prior to any completed transfer of ownership.

7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the Foundation attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.3. In an effort to offset the cost of the required Foundation attorney review, there shall be assessed to the trustee or successor trustee, a fee of \$125 representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.

7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 33 (Mutual Administration).

8. Lessee Annual Fee – Mutual 17 Only

8.1. The GRF lessee fee is a required use fee for access to the community facilities, amenities, and participation in GRF activities. The lessee fee is calculated at twenty 20% of the GRF annual assessment rounded up to the nearest dollar for each occupant.

8.2. The required annual lessee fee payment is due and payable in full on the date of

GOLDEN RAIN OPERATIONS**FINANCE****CURRENT****Fees**

the lease agreement.

- 8.3. If delinquent, the lessee shall pay damages to reimburse GRF for its time, inconvenience, and overhead in collecting the payment as follows:
 - 8.3.1. A (twenty five dollar) \$25 late fee, and
 - 8.3.2. Interest at one percent (1) per month (APR of 12% from the original date due until the date the payment is received.
- 8.4. In addition to late fees, for each check from a lessee that a bank returns for any reason, the lessee must pay:
 - 8.4.1. Fifty dollars (\$50) late payment fee, and all bank charges assessed against the association.
- 8.5. If a lessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, the lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the lessee.
- 8.6. GRF reserves the right to collect the delinquent account from Lessor.
- 8.7. Lessee fees shall be allocated as follows:
 - 8.7.1. Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 8.7.2. Fifty percent (50%) into the GRF Reserve Fund.
9. The fee for verifying Powers of Attorney and Court Orders will be \$75 per document, per review.
10. The fee for additional Leisure World maps will be \$5 (shareholders excluded), per map.
11. All Fees are subject to periodic review and subject to change.

GOLDEN RAIN OPERATIONS**FINANCE****CURRENT****Fees****Policy****GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**

Adopted: 21 Apr 70
 Amended: 31 Aug 73
 Amended: 20 Nov 73
 Amended: 19 Aug 75
 Amended: 31 Aug 77
 Amended: 16 Jun 81
 Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)
 Amended: 16 Dec 86 (Effective 01 Jan 87)
 Amended: 21 Jul 87 (Effective 01 Aug 87)
 Amended: 20 Sep 88 (Effective 01 Jan 89)
 Amended: 21 Nov 89
 Amended: 16 Nov 93 (Effective 01 Dec 93)
 Amended: 18 Nov 03 (Effective 01 Jan 04)
 Amended: 15 May 07 (Effective 01 Jul 07)
 Amended: 17 July 12 (Effective 01 Sept 12)
 Amended: 22 Apr 14 (subheading correction only)
 Amended: 28 Oct 14 (Effective 01 Jan 2015)
 Amended: 27 Oct 15 (Effective 01 Jan 2016)
 Amended: 27 Dec 16 (Effective 01 Jan 2017)
 Amended: 23 May 17 (Effective 01 each year)

(May 17)

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND POLICY 5523-31, ACCOUNTS RECEIVABLE COLLECTIONS (FINAL VOTE)
DATE: OCTOBER 24, 2017

At its meeting on August 14, 2017, the Finance Committee reviewed Policy 5523-31, Accounts Receivable Collections. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, incorporating procedural changes, updating staff and amending the return check fee from \$5 to \$25.

The policy draft was published in the August 31th edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No items of correspondence were received.

I move to recommend the GRF BOD amend Policy 5523-31, Accounts Receivable Collections, incorporating procedural changes, updating staff and amending the return check fee from \$5 to \$25.

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS AMEND****Accounts Receivable Collections**

1. All accounts receivable over thirty days past due will be ~~reviewed~~ **reported quarterly** ~~monthly~~ and reported by the ~~Controller~~ **Director of Finance** to the Finance Committee, ~~President of the Foundation and the Administrator.~~
2. Copies of the **LW Weekly advertising Newspaper** accounts receivable will be furnished to the ~~Publications~~ **Communications and Finance** Committees.
3. Past due accounts receivable of less than \$25 may be disposed of by the ~~Controller~~ **Director of Finance** and a report made to the Finance **and Communications** Committees.
4. Collection recommendations that need Board **of Directors** or Committee action will be ~~made~~ **presented** by the ~~Controller~~ **Director of Finance** ~~through the Finance Committee.~~
5. A charge of **\$25** will be levied on checks that are returned unpaid by the bank.

Policy

Adopted: 20 Jul 71
 Amended: 18 Feb 75
 Amended: 18 Jun 85

GOLDEN RAIN FOUNDATION
Seal Beach, California



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: RESCIND POLICY 7720, DISTRIBUTION SERVICES AND POLICY 7740,
MESSENGER SERVICES
DATE: OCTOBER 11, 2017

At its meeting on September 26, 2017, the GRF Board of Directors moved to return Policies 7720, Distribution Services and Policy 7740, Messenger Services to the Mutual Administration Committee to determine whether the policies originated within GRF or the Mutuals. On October 11, 2017, the Mutual Administration Committee received information from the Executive Director concluding that the policies were initiated by GRF. The Committee recommended the Golden Rain Foundation Board of Directors rescind the policies; they do not belong in the Policy 7000 Series.

I move to rescind Policy 7720, Distribution Services and Policy 7740, Messenger Services.

MUTUAL OPERATIONS**ADMINISTRATIVE SERVICES****RESCIND****Distribution Services**

The GRF Distribution Department provides various types of services to the Mutual Corporations. Shared services are distributed to the Mutuals evenly in the budget process and non-shared services are billed to the Mutuals on a monthly basis.

Shared Services

1. Reproduction of Mutual Minutes.
2. Photographing resident shareholders/homeowners and co-occupants for GRF photo-identification cards.

Non-Shared Services

1. Reproduction of Mutual-related forms and other material.

Amended: Nov. 86

Amended: Aug 00

(Aug 00)

MUTUAL OPERATIONS**ADMINISTRATIVE SERVICES****RESCIND****Messenger Service – Except Mutual Nine**

The Stock Transfer Office provides internal and U.S. Postal delivery services. Interdepartmental service includes all GRF departments, as well as the Library, Resales Office and Health Care Center.

A schedule for the above service can be obtained in the Stock Transfer Office.

AMENDMENTS:

Amended: Nov 86
Amended: Aug 00

RESCINDED:

NINE: 08-08-16

(Aug 16)

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BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: ELECTRICAL AT 5.5 ACRES
DATE: OCTOBER 4, 2017
CC: FILE

While installing the new office for the Lot Attendant, it was discovered that the 5.5 Acre's current electrical supply of 100 amps is drastically undersized and will require upgrades and relocation. The current demand for major electrical components is as follows: 100 amps for the Lot Office, 150 amps for RV charging stations, and 100 amps for the Club office. The addition of the gates and an air compressor places the electrical demand well over 100 amps service.

The Physical Property Department obtained two quotes to upgrade the service. Both quotes exclude permit fees and are as follows:

- Schlick Services \$26,085
- Jim Bergin Electric \$29,026

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee unanimously agreed to recommend the Board award a contract to Schlick Services to install 400 amps service to connect all existing electrical components for a cost of \$26,085, adding \$2,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$28,085, after Capital review by the Finance Committee.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

I move to award a contract to Schlick Services to install 400 amps service at 5.5 Acres, to connect all existing electrical components for a cost of \$26,085, adding \$2,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$28,085, from Capital funding, and authorize the President sign all the contracts.

Schlick Services, Inc.

P.O.Box 6829
Santa Ana, CA 92706
714-541-6292
Fax 714-541-6293

Estimate

Date	Estimate #
9/24/2017	002695

Leisure World, Seal Beach
Golden Rain Foundation
Mutual
P.O. Box 2069
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark	562-431-5316				
DESCRIPTION						Total
JOB LOCATION: RV Storage Yard RE: 400 AMP Electrical upgrades to service RV lot correctly PART ONE : New 400 AMP Service TO INCLUDE- Replace new panel on a new mount per SCE requirements. Approximately 10 LF of 4" conduit from existing SCE service pole. Installation of new panel support and (2) bollards per SCE requirements Installation of new 400 Amp "All-In-One" metered/distribution panel Installation of #3 /0 wire, conduit ground rod and required service equipment COST Materials Labor EXCLUSIONS: Ground rod testing Existing underground services not located prior to trenching PART TWO: Distribution from new service RE: 400 AMP electrical upgrades to services RV lot correctly TO INCLUDE Replace 20 Amp side gate controller service Trench in a 225 Amp to existing sub panel behind maintenance building Trenching a 100 Amp to new trailer next to front gate						7,550.66 1,875.00
Terms and conditions of acceptance: This document becomes a binding contract. Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form. Liability is limited to the amount stated on the approved contract. Interest of 1.5% per month after 30 days. Contractor's License #BC-10 HIC 753-406						
					Total	

Schlick Services, Inc.

P.O.Box 6829
Santa Ana, CA 92706
714-541-6292
Fax 714-541-6293

Estimate

Date	Estimate #
9/24/2017	002695

Leisure World, Seal Beach
Golden Rain Foundation
Mutual
P.O. Box 2069
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark	562-431-5316				
DESCRIPTION						Total
Installation of a 12"x18" pull box for the future service, location to be determined Complete service hook-up installation to (2) tailers Upgrade (2) existing sub panels to match required loads and safety requirements Back fill and clean-up work sites						
COST						
Materials						5,719.60
Labor						5,800.00
** OPTION: Include a conduit for either low voltage and or water in the proposed trenching. Cost to be determined.						
EXCLUSIONS						
Existing underground services not located prior to trenching						
PART THREE: Distribution from new service						
RE: 400 Amp electrical upgrade to services RV lot correctly						
COMMENTS: After meeting with SCE and the City of Seal Beach Planners, we are required to install the new electrical panel at the existing location where the original panel stands. We are unable to meet the required plot lines to obtain a separate "SCE Service e Drop" to the RV lot.						
Part Three proposal address the added cost to trench in the new supply service to the RV lot from the new meter.						
A) Notify "Dig Alert" prior to construction						
Terms and conditions of acceptance: This document becomes a binding contract. Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form. Liability is limited to the amount stated on the approved contract. Interest of 1.5% per month after 30 days. Contractor's License #BC-10 HIC 753-406						
						Total

Schlick Services, Inc.

P.O.Box 6829
Santa Ana, CA 92706
714-541-6292
Fax 714-541-6293

Estimate

Date	Estimate #
9/24/2017	002695

Leisure World, Seal Beach
Golden Rain Foundation
Mutual
P.O. Box 2069
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark	562-431-5316				
DESCRIPTION					Total	
B) Trench approximately 115 LF across parking lot only **NOTE underground trenching in the RV lot is already included in PART ONE Proposal C) Install (2) new service supplies. 1 - 125 Amp for front office, and 1 - 25 Amp for maintenance building distribution panel D) Back fill trenches patch asphalt as necessary E) Clean - up work site COST Materials Labor NOTE: There may be additional work required to complete the project that is not visible before repairs are started. Any extra material or labor will be billed on a time and material basis. ** Exclusions : Drawings, Engineering, Permits, and or Other Related Fees.					3,294.88 1,845.00 	



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: ADDITION OF A RAMP TO THE EAST END OF CLUBHOUSE SIX
DATE: OCTOBER 3, 2017
CC: FILE

Recommendations have been made to the Physical Property Committee (PPC) requesting the addition of a ramp at the east end of Clubhouse Six. The staff was asked to obtain a cost from MJ Jurado to install a ramp at the current stairs location and relocate the stairs off the landing of the entry by removing a section of railing. The cost provided for this project by MJ Jurado is \$16,780.



At its regular scheduled meeting on October 2, 2017, the PPC unanimously agreed to forward this request to the Finance Committee for funding review.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

I move to award a contract to MJ Jurado to install a ramp at the East end of Clubhouse Six, at the current stairs location, and relocate the stairs off the landing of the entry by removing a section of railing, for a total cost not to exceed \$16,780, Capital Funds, and authorize the President sign the contract.



Ph: (714) 397-0143
Fax: (714) 827-2110

Lic.# 987670

Proposal

Date	Estimate #
3/2/2017	17-0232

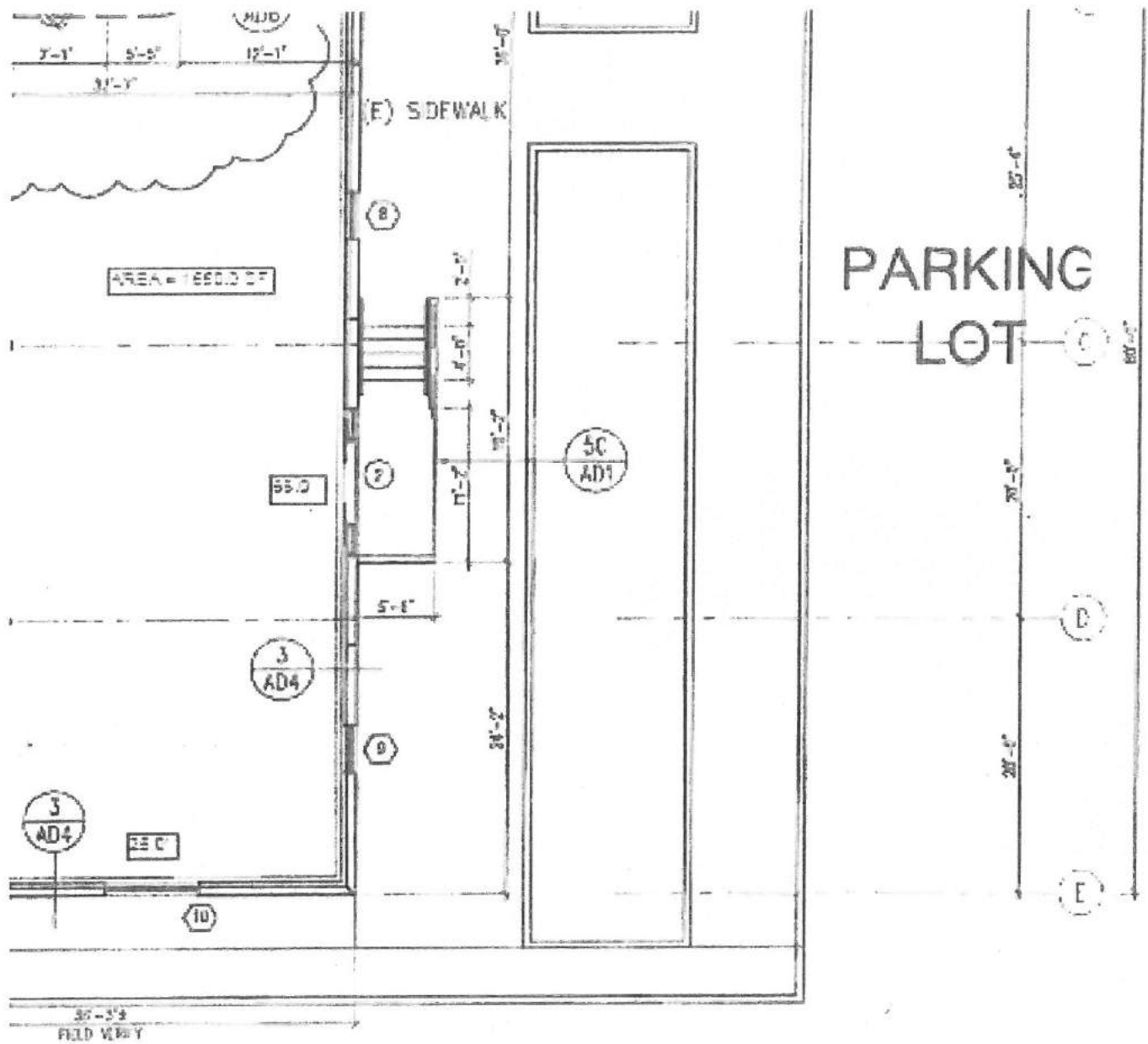
ATTN:

Golden Rain Foundation
13533 Seal Beach Blvd.
Seal Beach Ca 90740

Project			
Club 6 E Handicap Ramp			
Description	Qty	Rate	Total
Construct New Handicap Ramp ADA Compliance . Includes Hand Rail . Also will include In ADA Striping For Parking .	1	16,780.00	16,780.00
<p>*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.</p> <p>We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.</p> <p>Michael J. Jurado</p>			
Total			\$16,780.00

Approved By: _____

Date: _____





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: PAVING PROJECT, PHASE II
DATE: OCTOBER 3, 2017
CC: FILE

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee (PPC) directed staff to obtain the cost from the approved Phase I paving contractor, to provide a proposal on the replacement of St. Andrews, South, per attached plan by Urban Crossroads. The contractor stated that they would honor the same per square footage cost for Phase I.

The general scope of work would consist of a mill and a 2" overlay of asphalt on St. Andrews from Golden Rain Rd. to Seal Beach Blvd., removal and replacement of the median (including tree stumps), removal and replacement of failing concrete and sidewalks. The quote also includes, traffic control and a road base.

Reserve funding in the amount of \$475,000 has been previously allocated for the street replacement, along with \$30,000 from Capital, for conduit installation for future fiber optic cabling.

Project Cost

MJ Jurado Paving/Concrete Replacement	\$ 500,639
Johns Landscaping Tree Removal	\$ 6,000
Conduit Installation	\$ 30,000
Contingency	\$ 75,000
Total Cost	\$ 611,639

Funding

Reserves-Paving Phase II	\$ 475,000
Capital-Under Street Utilities Fiber Cable to St Andrews Gate	\$ 30,000
Total Funding	\$ 505,000

At its regular scheduled meeting on October 2, 2017, PPC unanimously agreed to forward a request to the Finance Committee, for additional Reserve funding, in the amount of \$106,639.

At its regular scheduled meeting on October 16, 2017, the Finance Committee reviewed available Reserve funding for this project, and determined sufficient funds are available.

I move to award contracts to:

- Johns Landscaping Services, to remove trees in the median on South St. Andrews in the amount of \$6,000, Street Phase II Reserve Funds, per proposal dated July 28, 2017
- MJ Jurado to mill and overlay 2" of asphalt on St. Andrews from Golden Rain Rd. to Seal Beach Blvd., remove and replace the median (including tree stumps), remove and replace failing concrete and sidewalks, and repair failing road base in the amount of \$500,639, per proposal dated August 30, 2017
- Conduit installation for the future installation of fiber optic cable in the amount of \$30,000, Capital funding
- Contingency funding in the amount of \$75,000 subject to the Physical Properties Chair review and approval

For a total project cost not to exceed \$611,639 (Reserve funding of \$581,639 and Capital funding of \$30,000) and authorize the President sign all contracts.



Ph: (714) 397-0143
Fax: (714) 827-2110

Lic.# 987670

Proposal

Date	Estimate #
8/30/2017	17-0311

ATTN:

Golden Rain Foundation
13533 Seal Beach Blvd.
Seal Beach Ca 90740

Project			
St.Andrews Street Improvements Change Ord			
Description	Qty	Rate	Total
1 -- St. Andrews Grind & Overlay 2" Intersection ST.Andrews & GRF to Guard Shack .	102,760	2.05	210,658.00
Concrete - Remove & Replace Existing Median A-Curb Per City Standards .	2,610	48.00	125,280.00
Backfill Curb Median 6" Below Top Of Curb / Remove & Dispose Tree Stumps	1	12,500.00	12,500.00
Remove & Replace Existing Curb & Gutter On St. Andrews Damaged & Conflicting Elevations .	428	45.00	19,260.00
Striping & Signage St. Andrews	1	8,200.00	8,200.00
Failing Areas On Asphalt Road St. Andrews Remove And Replace Asphalt Dig Outs Prior of Capping Street . excavate approx. 6" To 8" & Construct New .	1	25,000.00	25,000.00
2 -- St. Andrews Rd. From Guard Shack To Seal Beach Blvd 2" Grind & Overlay	20,520	2.05	42,066.00
R&R 2 - Drive Approaches Per City Seal Beach Standards , 2 Locations .	2	5,500.00	11,000.00
Remove & Replace City Sidewalks	1,500	10.25	15,375.00
Remove & Replace 8" Curb & Gutter Per City Standards .	260	55.00	14,300.00
Misc Traffic Control 24/7 ,Clean up & Street Sweeping	1	17,000.00	17,000.00

*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.

We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.
Michael J. Jurado

Total \$500,639.00

Approved By: _____

Date: _____



Johns Landscape Service, Inc.
P.O.B. 2849, SEAL BEACH, CA 90740
(562) 244-1113

PROPOSAL FOR SERVICES

JULY 28, 2017

MARK WEAVER, FACILITIES DIRECTOR

GRF FICUS TREES CUT DOWN ALONG ST ANDREWS DRIVE FROM THE SOUTH ENTRANCE GATE
TO GOLDEN RAIN ROAD

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
25	CUT DOWN FICUS TREES AND LEAVE 3' STUMPS (INCLUDES LABOR AND DUMP FEE)	\$240.00	\$6000.00

TOTAL: \$6000.00

Thank you for your business

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

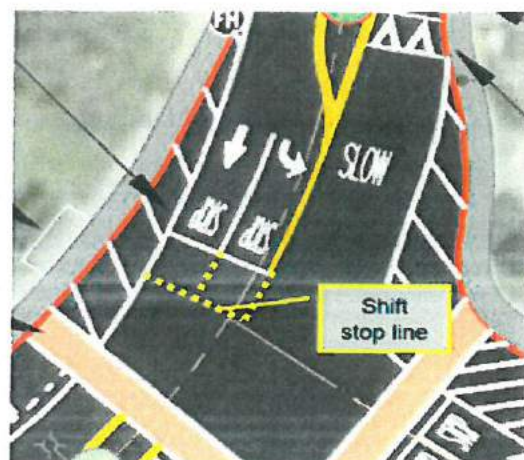
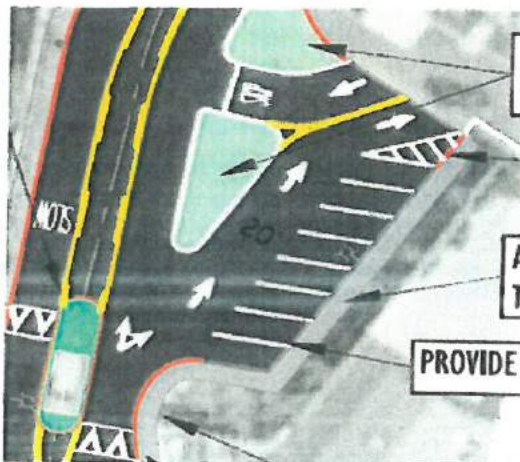
TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTIES COMMITTEE (MW)
SUBJECT: ST. ANDREWS GATE IMPROVEMENTS
DATE: OCTOBER 2, 2017
CC: FILE

At its regular scheduled meeting on October 2, 2017, the Physical Property Committee (PPC) requested staff to obtain the cost from MJ Jurado for improvements to St. Andrews Gate area (project #723-14), as drafted by Urban Crossroads.

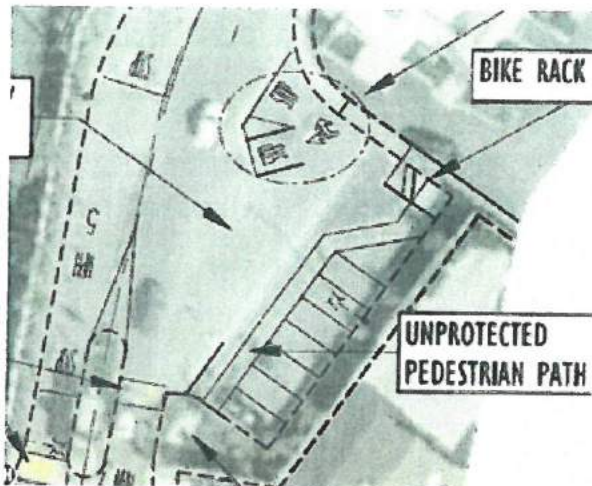
The Golden Rain Foundation (GRF) Board, on July 16, 2016, conceptually approved the proposed improvements;

- Installing new path of travel in front of parked cars while keeping the existing planting area
- Adding required curb and gutter
- ADA ramp per design
- Seal coat
- Required striping and marking

PROPOSED PLAN (Exhibit A)



EXISTING CONDITIONS



At its regular scheduled meeting on October 2, 2017, PPC unanimously agreed to forward a request to the Finance Committee for Reserve funding in the amount of \$38,960.

At its regular scheduled meeting on October 16, 2017, the Finance Committee reviewed available Reserve funding for this project, and determined sufficient funds are available.

I move to award a contract to MJ Jurado, per their proposal dates 8-30-2017, in the amount not to exceed \$38,960, Reserve funding, per plans drafted by Urban Crossroads, dated June 16th, and authorize the President sign the contract.



Ph: (714) 397-0143
Fax: (714) 827-2110

Lic.# 987670

Proposal

Date	Estimate #
8/30/2017	17-0312

ATTN:

Golden Rain Foundation
13533 Seal Beach Blvd.
Seal Beach Ca 90740

Project			
St. Andrews Security Parking & Sidewalks			
Description	Qty	Rate	Total
St. Andrews South End Guard Shack - Improvements On Path of Travel, Planters Curbs, Curb & Gutter, New Parking Stalls, Retripe & New ADA Ramps Per New Design, Provided By GRF. NOTE: Irrigation & Planting By Others.	1	38,960.00	38,960.00
<p>*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.</p> <p>We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.</p> <p>Michael J. Jurado</p>			
Total			\$38,960.00

Approved By: _____

Date: _____

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

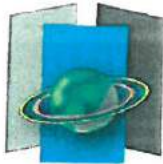
TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RECREATION DIRECTOR
SUBJECT: CLUBHOUSE SIX, ADDITION OF FIXED WALLS
DATE: OCTOBER 25, 2017
CC: FILE

The Recreation Department was requested to obtain a quote to install new fixed partitions in Clubhouse Six, from the same company that installed the new portable walls. The quote received from Saturn Systems, in the amount of \$3,517.56, will provide two new fixed walls with doors to cover storage areas on the first and second floors.

At its October 4, 2017 meeting, the Recreation Committee approved the purchase of two fixed wall systems for Clubhouse Six, from Saturn Systems, in the amount of \$3,517.56, and to send this item to the Finance Committee to review the budget for available funding.

At its regularly scheduled meeting on October 16, 2017, the Finance Committee reviewed existing Capital funds and determined sufficient funds are available for this project.

I move that the Board approve the purchase and installation of two new fixed wall systems for Clubhouse Six, from Saturn Systems, in the amount of \$3,517.56, Capital funds, and authorize the Executive Director to initiate the purchase.



SATURN SYSTEMS INC.

P 17037R1

KALI SPACE SOLUTIONS INC.

15926 S. Figueroa St.
Gardena, CA 90248
PH: (310) 329-2728 FAX: (310) 988-2607
Email: david@saturnwallsystems.com
www.saturnwallsystems.com

Bill to: **Golden Rain Foundation**
Seal Beach, CA 90740

Contact: **Mr. Terry DeLeon**
Tel: 562.431.6586 ext.350

SALES: David Kulseth
Cell: 949.973.1579

Date: 9/28/17

Terms: COD

Description of Work

SCOPE OF WORK:

- G/F Supply and Install Approx. 149" wide x 9' Ceiling Height**
Saturn 2" Aluminum Framed Demountable Wall Partition
- 1 Set 3' x 7'0" H.C. Light Oak Door w/Saturn Standard Hardware
- 2/F Supply and Install Approx. 156" wide x 9' Cornice Height**
Saturn 2" Aluminum Framed Demountable Wall Partition
- 1 Set 3' x 7'0" H.C. Light Oak Door w/Saturn Standard Hardware

Standard 48" wide panels
Standard Clear (Silver) Anodized Aluminum Frames
Panel Finish: Vinyl - "Pure White" or to verify

Amount:	\$	3,257.00
+ 7.75% Sales Tax:	+	252.42
Total Contract Amount:	\$	3,509.42

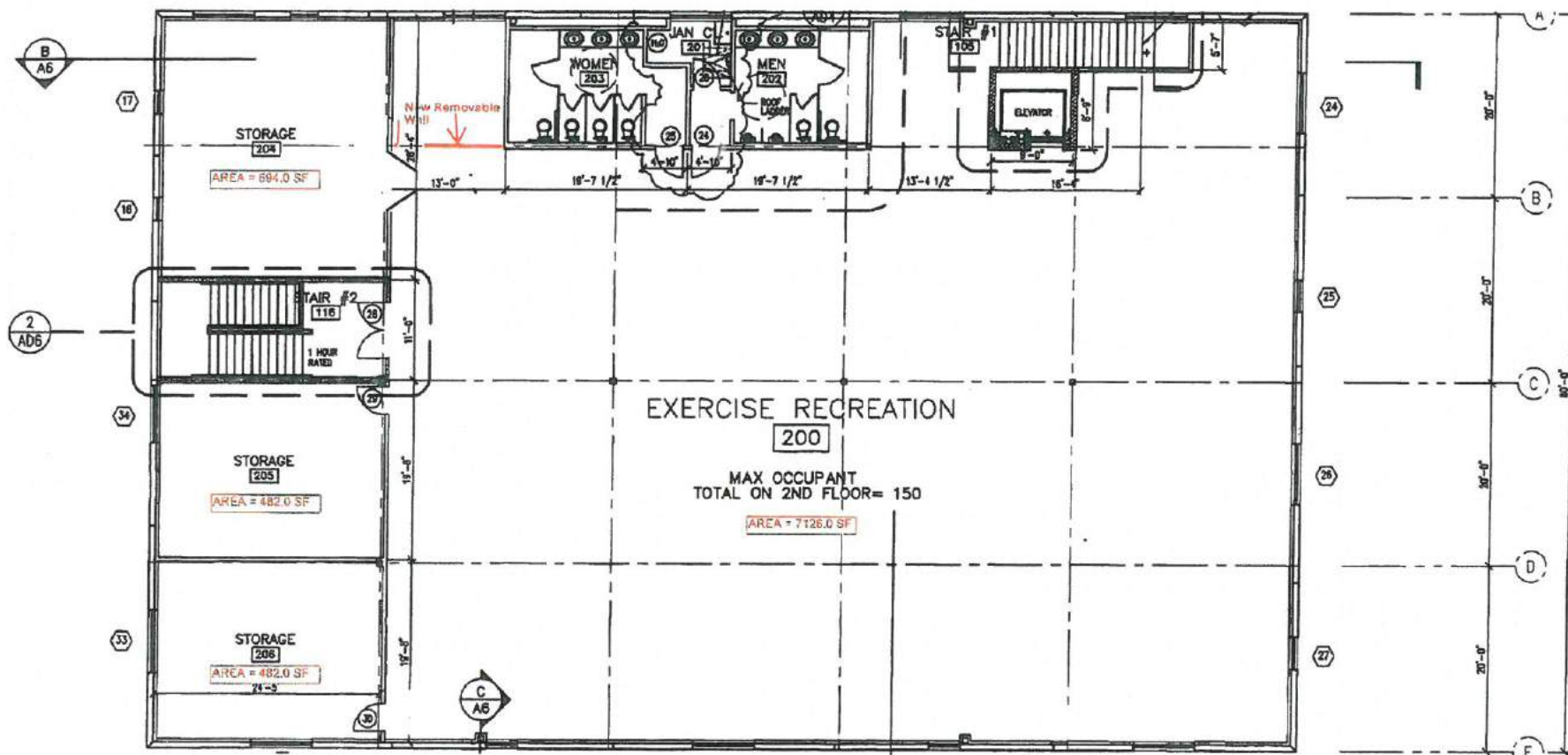
We appreciate the opportunity to serve you and look forward to working with you on this project.

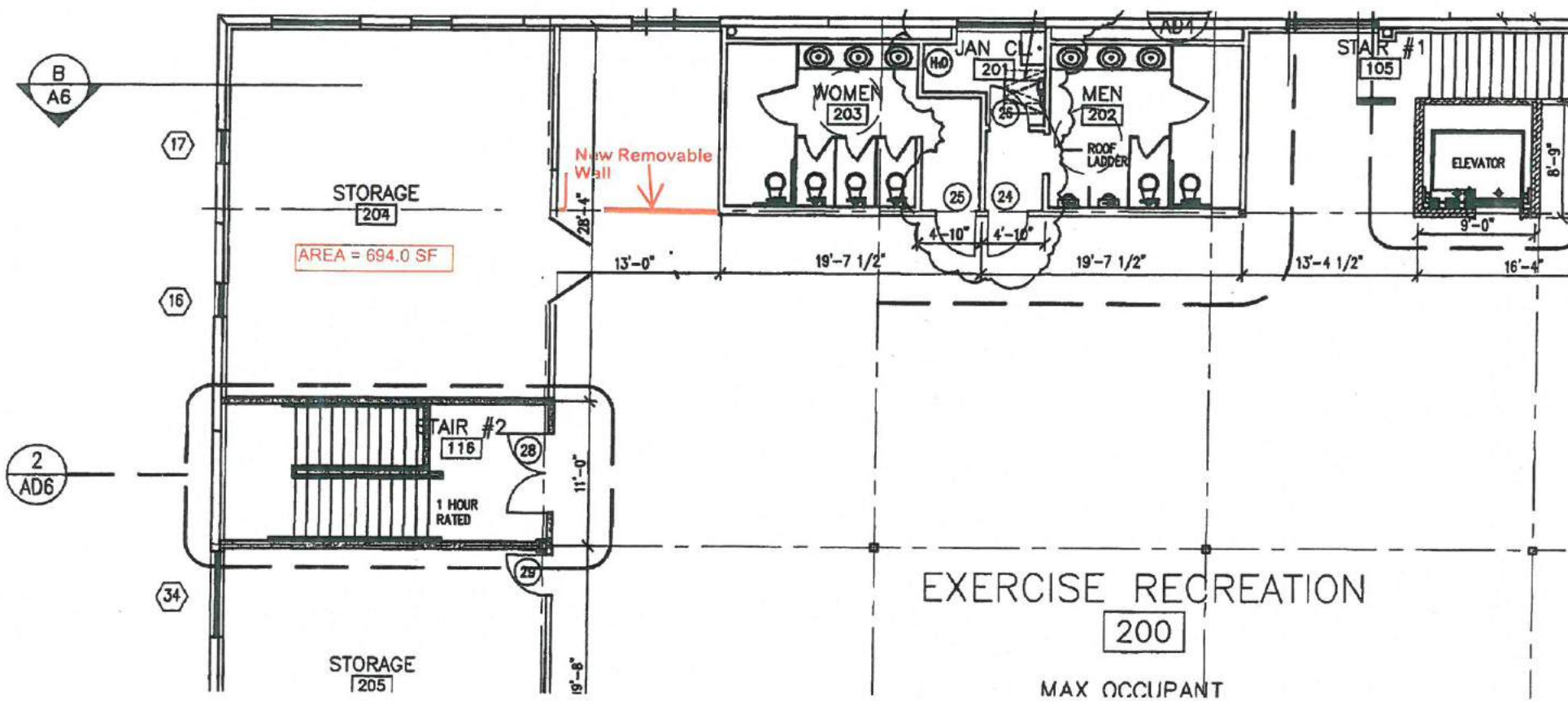
ACCEPTANCE

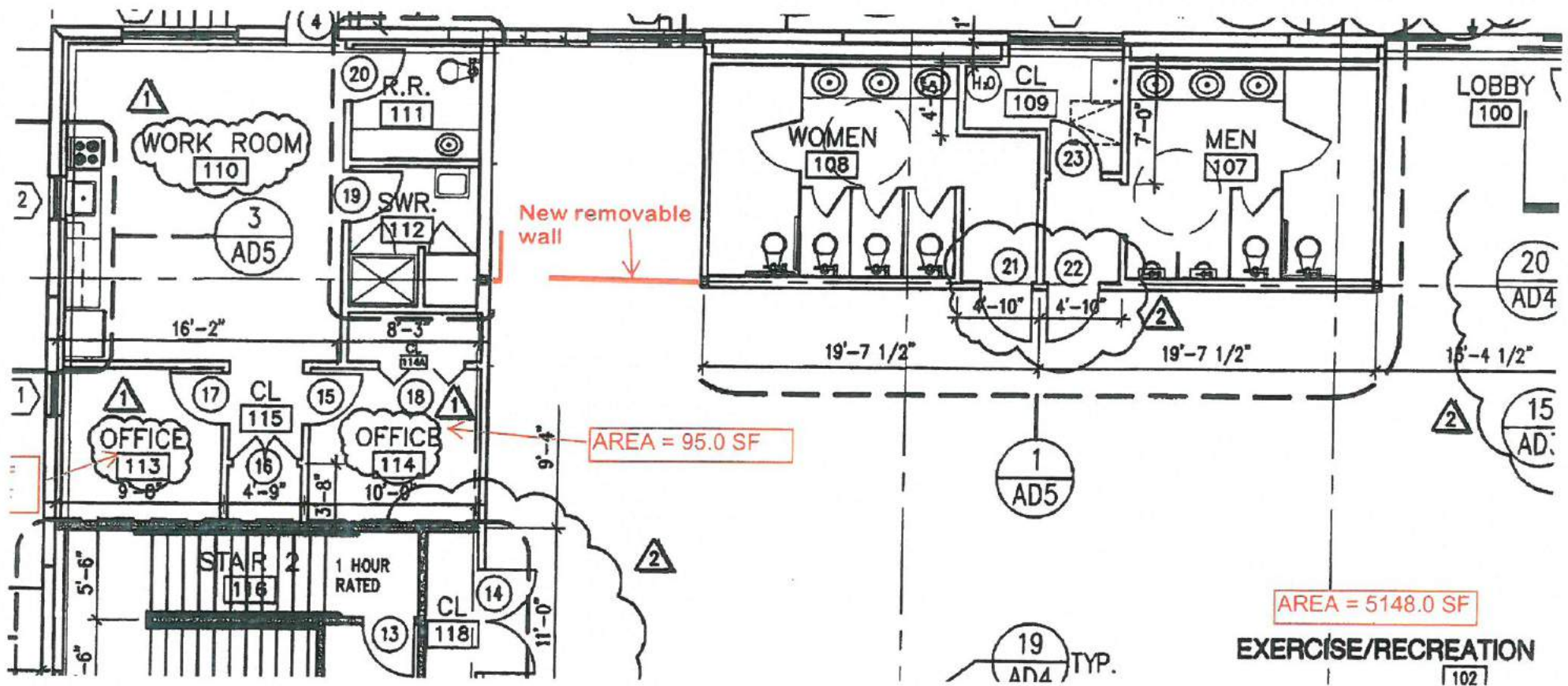
By: _____

Date: _____

(Signature over Printed Name)









Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1406-50, LIMITATIONS ON USE
DATE: OCTOBER 4, 2017

At its meeting on October 4, 2017, the Recreation Committee reviewed Policy 1406-50, Limitations on Use. The Committee recommended the Golden Rain Foundation Board of Directors amend the policy, refining the policy language, and, adding to Clubhouse Rules, that GRF reserves the right to disallow the use of Trust Property to any Member, at any time. Further amendment adds a refundable fee, at the time of reservation from the reserving member, the fees varying in accordance with the number of people participating in an event in a Trust Facility.

I move to recommend the GRF BOD amend Policy 1406-50, Limitations on Use, as presented.

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES****Limitations on Use**

Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The Recreation Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.

- 1) The following Trust facilities are provided for the use of GRF Members in good standing:
 - a. Car wash;
 - b. Exercise room (Policy 1466-50);
 - c. Golf course (Policy 1429.1-50 & 1429.2-50);
 - d. Lapidary room;
 - e. Swimming pool (Policy 1468-50); and
 - f. Woodshops.

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the RD.

- 2) Due to safety factors, the following limitations must be adhered to:
 - a) Power equipment, such as the equipment used in the lapidary room, woodshop or exercise room, shall not be used except under the supervision of a RD approved attendant or supervisor;
 - b) Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to Members and/or guests;
 - c) Risers may not be stacked upon one another for any activity in a clubhouse; and
 - d) Use of skateboards, razor-type scooters, roller skates, hover boards, a Segway or roller blades is prohibited on all Trust property.

- 3) The following Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

- a. Amphitheater (Policy 1412-50);
- b. Art room;
- c. Billiards rooms;
- d. Card room;
- e. Ceramics room;
- f. Sewing room;
- g. Shuffleboard Court; and
- h. Table tennis area (Policy 1463-50).

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

4) The following limitations must be adhered to for craft fairs, flea markets, rummage sales, and swap meets excluding the GRF Arts and Crafts Festival: (Policy 1480-50)

- a. Will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
- b. The maximum number of tables allowed shall be approved by the RD;
- c. All items for sale must be sold by GRF Members; and
- d. Operations will be monitored by the RD to ensure that all policies are followed.

Clubhouse Rules

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

1. Clubhouse lobbies will be available for reservations with RD heads' approval. Lobby furniture may only be moved by custodial staff;
2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. (Policy 1411-50);
3. Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
4. Clubhouse Three (3) BBQ's will be cleaned by the custodians;

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

5. The regulation of the thermostats shall only be controlled by the custodian on duty;
6. Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;
7. Items shall not be hung on window coverings or partitions at any time;
8. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
9. No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;
10. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;
11. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
12. Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;
13. No Smoking (Policy 1412.2-50);
14. Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy1023-33);
15. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the SD. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;
16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;
17. All damages, repairs or unusual cleaning costs shall be the responsibility of the

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

reserving Member;

18. Members shall notify the RD when a caterer will be used. (Policy 1431-50);

19. Candles shall only be used in Trust facilities without carpeting; and

20. GRF reserves the right to disallow the use of Trust property to any Member at any time.

Specific Rules of Clubs or Organizations Using Trust Property

Any club or organization using Trust property cannot make rules or regulations that conflict with the established rules and regulations of the GRF.

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

Eligible Clubs and Organizations

GRF Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF Members. Policies of control shall be reasonable, and yet not allow for exploitation of Members by individuals, groups, clubs or organizations.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.
2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Members of the club or organization of all funds.
3. The club or organization shall specify a regularly scheduled meeting time and place.
4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.
5. Although Members are allowed to invite guests, no club may advertise or publicize

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

its activities so as to infer its membership or events are open to non-GRF Members.

6. Caregivers cannot belong to any club.
7. Should a complaint be lodged by a member of a club for any reason, the RD can require all pertinent detailed documentation needed to resolve the complaint:
 - a. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;
 - b. If the complaint is found to be valid, the club will be given 30 days to remedy;
 - c. If the club fails to comply, the clubs status as a recognized club in LW may be terminated, and all further use of Trust property will cease;
 - d. The Club has the right to appeal the RDs' decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and
 - e. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.
8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.

Use of Clubhouse Facilities by Outside Organizations

Members that belong to an organization outside the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

A two hundred dollar (\$200) refundable fee is required at time of reservation from reserving Member.

A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the date of the event.

- a. Up to two hundred (200) people: \$200.00 non-refundable fee.
- b. Up to three hundred (300) people: \$300.00 non-refundable fee.
- c. Up to four hundred (400) people: \$400.00 non-refundable fee.

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

- d. Up to 500 hundred (500) people: \$500.00 non-refundable fee.
- e. Over 501 hundred (501) people: \$1,000.00 non-refundable fee.

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to Trust property use.

In the event that more than one Member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.

GRF Sponsored Activities

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

Hours

1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.
2. Hours of operation for the Exercise Room, Golf Course, and Swimming Pool will be determined administratively.
3. The Exercise Room, Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas.
4. The Exercise Room, Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day.
5. Any Trust facility may be closed at any time for maintenance.
6. No personnel trainers are allowed in the Exercise Room.
7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50)
8. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members.

COMMUNITY OPERATIONS**AMEND****USE OF TRUST FACILITIES**

9. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the RD.
10. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD.
11. Any permanent operational time change(s) must be approved by the Recreation Committee.

Notice of Closing

Whenever it may become necessary to close down or limit the use of any Trust facility for a non-emergency reason, advance notice of up to one month is to be given to the RD, who, will give proper notification to all concerned.

Charges

1. Charges will be assessed for clubs and/or private parties using Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are is required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.
2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.

Policy

GOLDEN RAIN FOUNDATION
Seal Beach, California

Adopted: 19 Oct 71
Amended: 16 May 78
Amended: 18 Sep 79
Amended: 15 Nov 83
Amended: 19 Aug 86
Amended: 21 Oct 86
Amended: 16 Aug 88
Amended: 31 Jan 95
Amended: 20 Aug 96

COMMUNITY OPERATIONS

AMEND

USE OF TRUST FACILITIES

Amended: 17 Mar 98

Amended: 19 May 98

Amended: 21 Jul 98

Amended: 16 Sep 03

Amended: 20 Mar 07

Amended: 28 Apr 14

COMMUNITY OPERATIONS

COMPARISON OF CHANGES

USE OF TRUST FACILITIES

Limitations on Use

The following schedule of fees is established by the Golden Rain Foundation (GRF).

4. Membership Fee

1. Facilities and Amenities (Amenities) Fee:

- 1.1 Each owner ~~and~~, co-owner, co-occupant ~~non-owner will be~~, or qualified permanent resident is required to pay a one-time ~~membership~~, non-refundable Amenities fee.
- 1.2 The ~~membership~~ Amenities fee for a ~~GRF member~~ an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a ~~buy-in~~ use fee for access ~~to and use of the community Trust facilities and amenities~~, and participation in GRF activities.
- 1.3 Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- 1.4 The ~~membership~~ Amenities fee is calculated as twenty (20) times the monthly GRF assessment and rounded up to the nearest dollar. The ~~new membership~~ Amenities fee is reviewed annually and is implemented on January 1st of each year.
- 1.5 Existing GRF ~~member~~ Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one ~~mutual~~ unit to another without having to pay the ~~membership~~ Amenities fee ~~provided that~~ again. They have thirty (30) days to complete the ~~member(s)~~ ~~remain(s)~~ transfer.
- 1.6 If they are out of the ~~same~~. The ~~member(s)~~ community for more than thirty (30) days, a new Amenities fee will, ~~however~~, need to be charged ~~a membership certificate processing fee for this transaction. (See section 3)~~ paid.
- 1.7 ~~Membership fees~~ The Amenities fee shall be allocated as follows:
 - 1.7.1 Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.7.2 -Fifty percent (50%) into the GRF Reserve Fund.

2. Payment of Membership Amenities Fee:

- 2.1. New ~~members~~ Members are encouraged to pay the ~~membership~~ Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the ~~membership~~ Amenities fee over

a seven-year period for those ~~members~~Members who wish to finance their ~~membership~~the fee.

- 2.2. Members who opt to finance the payment of their ~~membership~~Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.

2.2.1. If a ~~member~~Member opts to finance their ~~membership~~the Amenities fee, each ~~member~~the Member shall pay a one-time upfront payment of twenty-five percent (25%) of the total ~~membership~~Amenities fee at the close of Escrow, and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

2.2.2. The annual finance charge on matured, unpaid amounts shall be one ~~(1)~~percent (1%) per month (APR of 12%) paid annually on the outstanding balance.

2.2.3. In the event that a unit changes ownership before the ~~membership~~Amenities fee is paid in full, the balance due ~~will~~must be paid before transfer is complete.

2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. Membership Certificate and ~~Mutual Stock Certificate~~ Processing Fee:

3.1. GRF shall issue one membership and one stock certificate per unit. The ~~membership certificate~~They may contain one or more names.

3.2. A certificate processing fee of ~~\$two hundred fifty dollars~~ (\$250) will be charged to the unit's account in advance each time the ~~membership certificate~~is ~~certificates~~ are changed or altered to cover the cost of preparing, recording and/or replacing a ~~membership certificate~~either or both certificates.

3.3. ~~Membership~~The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death, and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or

removal of Member owners or non-resident co-owner(s).

3.3.3.4. ~~The Certificate and Processing~~processing fee shall be allocated to Cost Center 33 (~~Mutual Administration~~Stock Transfer).

4. Transfer Fee – In Escrow:

4.1.—The seller of a Mutual share of stock shall pay a transfer fee of \$~~five~~ hundred dollars (\$500 ~~to GRF~~) to cover the cost of transferring ownership(s).

4.6 ~~Transfer Fee – In Escrow~~ The fee shall be allocated to Cost Center 33 (~~Mutual Administration~~).~~Stock Transfer~~).

5. Non – Owner, Co-Occupant Processing Fee

5.1.—Non – Owner, Co-Occupant Processing fee of \$~~one~~ hundred dollars (\$100) shall be charged to cover the actual set up and processing costs.

~~Non – Owner, Co-Occupant Processing Fee~~ and shall be allocated to Cost Center 33 (~~Mutual Administration~~).~~Stock Transfer~~).

4.7

6. Mutual Corporation Fees

4.8 Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. ~~In accordance with the Management agreement,~~ GRF operates as the management company for the Mutuals and ~~processes the transfer of stock certificates. GRF will,~~ as part of its duties, ~~will apply applicable~~ Mutual Fees in accordance with established Mutual policies (~~see~~See the 7000 policy seriesPolicy Series).

7. Stock Transfer Legal Review of Trust Fees

7.1. ~~Whenever there is~~Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the FoundationGRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. ~~In order to determine the legal rights of the trustee/successor trustee to represent the sale or transfer of a unit's ownership via the trust they represent, the following procedure~~The following procedures will be is implemented.

7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of

the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the ~~Foundation~~GRF attorney to review prior to any completed transfer of ownership.

7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the ~~Foundation~~GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.3. In an effort to offset the cost of the required ~~Foundation~~GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of ~~\$one hundred twenty-five~~ dollars (\$125) representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.

~~4.8.17.1.4.~~ Legal Review of Trust Fees shall be allocated to Cost Center 33 (~~Mutual Administration~~—~~Stock Transfer~~).

8. Lessee Annual Fee – Mutual 17 Only

8.1. The GRF ~~lessee~~annual Lessee Amenities fee is a required use fee for access to the ~~community~~Trust facilities, amenities, and participation in GRF activities. —The ~~lessee~~Lessee fee is calculated at twenty~~-20~~-five percent (25%) of the GRF annual assessment rounded up to the nearest dollar for each occupant.

8.2. The required annual ~~lessee~~Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. ~~-No monthly payments can be made.~~

8.3. If delinquent, the ~~lessee~~Lessee shall pay damages to reimburse GRF for its ~~time, inconvenience,~~expense and overhead in collecting the payment as follows:

8.3.1. A (twenty-five dollar)~~-\$~~ (\$25) late fee, and

8.3.2. Interest at one percent (1)~~}%~~ per month (APR of 12~~%~~%) from the original date due until the date the full payment is received.

~~8.4.~~—In addition to late fees, for each check from a ~~lessee~~Lessee that a bank returns for any reason, the ~~lessee~~Lessee must pay:

~~4.8.28.4.~~ Fifty dollars ~~(\$50)~~ a twenty-five dollar (\$25) late payment fee, and all

bank charges assessed against the association.

- ~~8.5. If a lessee Lessee becomes more than ninety (90) days delinquent or has an unpaid balance of one hundred dollars (\$100) or greater, the lessee Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities and property, including driving privileges upon GRF Trust streets. GRF may also refer the lessee Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the lessee. Lessee.~~
- 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7. Lessee Amenities fees shall be allocated as follows: stated in Section 1.7.

 - ~~8.7.1. Fifty percent (50%) into the GRF Capital Improvement Fund.~~
 - ~~8.7.2. Fifty percent (50%) into the GRF Reserve Fund.~~
9. The fee for verifying Powers of Attorney and Court Orders will be \$seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 33 (Stock Transfer).
10. The fee for additional Leisure World maps will be \$five (\$5) per map (shareholders excluded), per map.
11. All Fees are subject to periodicannual review and are subject to change.

Policy

**GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**

Adopted: 21 Apr 70
Amended: 31 Aug 73
Amended: 20 Nov 73
Amended: 19 Aug 75
Amended: 31 Aug 77
Amended: 16 Jun 81
Rescinded: 20 Oct 81 (Amendments passed 16 Jun 81)
Amended: 16 Dec 86 (Effective 01 Jan 87)
Amended: 21 Jul 87 (Effective 01 Aug 87)
Amended: 20 Sep 88 (Effective 01 Jan 89)
Amended: 21 Nov 89
Amended: 16 Nov 93 (Effective 01 Dec 93)
Amended: 18 Nov 03 (Effective 01 Jan 04)
Amended: 15 May 07 (Effective 01 Jul 07)
Amended: 17 July 12 (Effective 01 Sept 12)
Amended: 22 Apr 14 (subheading correction only)
Amended: 28 Oct 14 (Effective 01 Jan 2015)
Amended: 27 Oct 15 (Effective 01 Jan 2016)
Amended: 27 Dec 16 (Effective 01 Jan 2017)
Amended: 23 May 17 (Effective 01 each year)

Amended:

(May???-17)

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

CURRENT

Limitations on Use

Limitations have been placed on certain community facilities. The Recreation Manager or approved staff are authorized to verify the status of any user and may enlist the Security Department and/or other agencies to enforce this policy.

1. The following community facilities and appurtenant areas are provided for the use of Golden Rain Foundation (GRF) members in good standing:
 - a. Golf course (See Policy 1429.1-50 & 1429.2-50);
 - b. Swimming pool (See Policy 1468-50);
 - c. Wood shop;
 - d. Exercise room (See Policy 1466-50);
 - e. Lapidary room; and
 - f. Car wash.

Professional health care providers and caregivers may assist members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the Recreation Manager.

2. Due to safety factors, the following limitations must be adhered to:
 - a. Power equipment, such as the equipment used in the lapidary room, wood shop or exercise room, shall not be used except under the jurisdiction of a supervisor approved by the Recreation Department;
 - b. Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to members and/or guests;
 - c. Risers may not be stacked upon one another for any activity in a clubhouse; and
 - d. Use of skateboards, razor type scooters, roller skates or roller blades is prohibited on all Trust Property.
3. Other community facilities and appurtenant areas are provided for the use of GRF members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:
 - a. Billiards rooms;
 - b. Table tennis area (See Policy 1463-50);

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

- c. Sewing room;
 - d. Ceramics room;
 - e. Amphitheater. (See Policy 1412-50); and
 - f. Shuffleboard Court.
4. The following limitations must be adhered to for flea markets, rummage sales, and craft fairs, excluding the GRF Arts and Crafts Festival: (See Policy 1480-50):
- a. Flea markets, rummage sales, or craft fairs will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
 - b. The maximum number of tables allowed for flea markets, rummage sales, and craft fairs shall be approved by the Recreation Manager;
 - c. All items for sale at flea markets, rummage sales, or craft fairs must be sold by GRF members; and
 - d. Operations of the flea markets, rummage sales, or craft fairs will be monitored by the Recreation Manager to ensure that all policies are followed.

Clubhouse Rules

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

- 1. Clubhouse lobbies shall be available for members use and reservation. Furniture may only be moved and repositioned to original configuration by custodial staff;
- 2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. Refer to Policy 1411-50, Clubhouse Cleaning Standards, for cleaning procedures;
- 3. The Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
- 4. The regulation of the thermostats shall only be controlled by the custodian on duty with adjustment permitted by request of members;
- 5. Malfunctioning and/or damaged equipment shall be reported to the custodian or the Recreation Department;

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

CURRENT

Limitations on Use

6. Items shall not be hung on draperies or partitions at any time;
7. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
8. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any hazardous area of any clubhouse;
9. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
10. Children under the age of eighteen (18) years shall remain under the constant supervision of a member;
11. No Smoking. (See Policy 1412.2-50, Smoking);
12. Only licensed service animals are permitted in Trust facilities. (See Policy 1023-33);
13. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the Security Department. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;
14. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the Security Department;
15. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving member;
16. Members shall notify the Recreation Department when a caterer will be used in a clubhouse. (See Policy 1431-50, Caterers); and
17. Candles shall only be permitted in Trust facilities **without carpeting**.

Specific Rules of Clubs or Organizations Using Trust Property

Any club or organization using Trust Property cannot make rules or regulations that ~~not~~ conflict with the established rules and regulations of the GRF.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

Eligible Clubs and Organizations

The Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF members. Policies of control shall be reasonable, and yet not allow for exploitation of members by individuals or groups.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the Recreation Department;
2. The club or organization shall specify a regularly scheduled meeting time and place;
3. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to members of the club or organization of all funds;
4. The Recreation Department shall be kept informed of any change of officers, Bylaws or purpose of the club;
5. Although members are allowed to invite guests, no club may advertise or publicize its activities so as to infer its membership or events are open to non GRF members;
6. Caregivers cannot belong to any club;
7. Should a complaint be lodged from a member of a club relating to the financial reporting or condition of that club, a financial statement will be required for the use of the Recreation Manager in resolving the complaint; and
8. The GRF reserves the right to disallow the use of any Trust Property to any club or organization.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use****Use of Clubhouse Facilities by Outside Organizations**

To provide for a fair distribution of limited clubhouse facilities, members that belong to an organization outside the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to clubhouse use.

In the event more than one member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.

GRF Sponsored Activities

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

Hours

1. The clubhouses will be open for the use of members and guests accompanying them from 7:30 am to 10:30 pm.
2. Starters for the golf course will be on duty starting at 7:30 am. Starters' quitting time will be determined administratively. The golf course and appurtenant areas and facilities will be limited to members. Health care providers, caregivers or guests are not permitted to use the golf course.
3. The hours of operation of the exercise room, swimming pool, appurtenant areas and facilities shall be determined administratively. These facilities are for use by members only. The swimming pool and exercise room will be closed Thanksgiving, Christmas and New Year's Day.
4. The Amphitheater and stage will be available for use by recognized clubs and organizations by reservation only. (See Policy 1412-50)
5. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the members.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****CURRENT****Limitations on Use**

6. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the Recreation Manager.
7. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the Recreation Manager.
8. Any permanent operational time change must be approved by the Recreation Committee.

Notice of Closing

Whenever it may become necessary to close down or limit the use of any community facility for a non-emergency reason, advance notice of one week is to be given to the Recreation Manager, who will give proper notification to all concerned.

Charges

1. Charges will be assessed for clubs and/or private parties using clubhouse facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.
2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.

Policy:

**GOLDEN RAIN FOUNDATION
Seal Beach, California**

Adopted: 19 Oct 71
Amended: 16 May 78
Amended: 18 Sep 79
Amended: 15 Nov 83
Amended: 19 Aug 86
Amended: 21 Oct 86
Amended: 16 Aug 88
Amended: 31 Jan 95

USE OF COMMUNITY FACILITIES

CURRENT

Limitations on Use

Amended: 20 Aug 96

Amended: 17 Mar 98

Amended: 19 May 98

Amended: 21 Jul 98

Amended: 16 Sep 03

Amended: 20 Mar 07

Amended: 28 Apr 14

Amended: 13 Apr 17



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GOLDEN RAIN FOUNDATION BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: RV LOT INDIVIDUAL LEASE REVISIONS
DATE: OCTOBER 4, 2017
CC: FILE

The Recreation Committee reviewed the existing Recreational Lot individual leases for changes to accommodate the new incoming leases. The lease agreement is attached, with the changes to pages one and two noted in red. At the July 11, 2017 meeting, the Recreation Committee recommended the GRF BOD approve the amendments to the lease.

I move to approve the revised Recreational Lot individual lease defining the individual lease terms and the payment location/address.

This Lease Agreement is made _____, _____, between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and:

NAME: _____

ADDRESS: _____
Seal Beach, Ca. 90740 (hereinafter referred to as "LESSEE")

I. OPENING CLAUSES

This Lease is made with reference to the following facts and objectives:

- a) GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease space _____ on these premises from GRF pursuant to the provisions stated in this Lease.
- b) The LESSEE wishes to lease the above portion of the premises for purposes of storing recreational vehicles, trailers and other vehicles.
- c) GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition.

II. PREMISES

GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California.

III. TERM

The term of this Lease shall be _____ months commencing on _____, _____ and ending May 31, 2022.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]

20 foot or less space: \$120.00 a year
21 foot to 30 foot space: \$150.00 a year
31 foot and above: \$240.00 a year

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, annual lease payment is due on June 1st with a 10 day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$50.00.

- b) Lot Access Devices (Clickers) and Trust property gate key
 - i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit.
 - ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
 - iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
 - iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.
- c) All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).
- d) GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount, or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

V. LIMITATIONS ON USE

- a) LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles registered and in operable condition. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principle user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b) Membership in the RV Club is not a requirement for being able to lease a space in the lot.
- c) LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:

- i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
- iii. LESSEE shall comply with all of the laws concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
- v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
- vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
- vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
- viii. No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
- ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
- x. Maximum of 2 spaces can be assigned to any LWSB address.
- xi. LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
- xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
- xiii. No living, overnight sleeping, or cooking in the premises is permitted at any time.
- xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from portions of the leased premises.
- xv. The premises is to be used for storage (see 1 (b)).
- xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

VI. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the leased premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

- a) LESSEE shall be liable for any damage to the premises resulting from the acts of omissions of LESSEE or its authorized representatives.
- b) GRF shall maintain the premises.
- c) LESSEE shall not make any alterations to the premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the premises on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE, at its cost, shall restore the premises to the condition designated by GRF in its election before the last day of the term.
- d) If LESSEE makes any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

VII. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

VIII. UTILITIES AND SERVICES

- a) LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b) GRF shall furnish electricity, water and trash service for the premises.

- c) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.
- b) LESSEE shall indemnify, defend and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- c) LESSEE shall pay the premiums for maintaining any insurance required by this Lease.
- d) Any LESSEE activity which requires special insurance not specifically mentioned herein will be maintained by LESSEE. Proof of such insurance shall be provided annually to GRF.

X. ASSIGNMENT

- a) LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or sublease all or part of the premises, or allow any person or entity to occupy or use all or any part of the premises, without first obtaining GRF's consent. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b) No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this Lease.
 - iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.
- c) An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

XI. DEFAULT

- a) The occurrence of any of the following shall constitute a default by LESSEE:
 - i. Failure to pay monies when due;

- ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- b) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.
- c) GRF shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:
 - i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination, GRF has the right to recover from LESSEE:
 - 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;
 - 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided;
 - 3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
 - 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.
- d) GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

XIII. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying

the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

XIV. WAIVER

- a) No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b) GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.
- c) Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

XV. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

XVI. MISCELLANEOUS

- a) Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b) Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- c) Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.

- d) Authority To Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

GOLDEN RAIN FOUNDATION

LESSEE

By: _____
GRF President

By: _____

Date: _____

Date: _____