

A G E N D A

PRESIDENTS' COUNCIL December 7, 2017 – 9:00 a.m. Clubhouse Four, Section B

1. CALL TO ORDER, *PLEDGE OF ALLEGIANCE*
2. ROLL CALL / INTRODUCE PRESIDENTS' GUESTS
3. INTRODUCTION OF GUEST(S) AND STAFF:
 - DLD Insurance Brokers Incorporated
 - Ms. Stone, GRF President
 - Mr. Ankeny, Executive Director
 - Ms. Hopkins, Mutual Administration Director
 - Mr. Weaver, Facilities Director
 - Ms. Ray, Stock Transfer Manager
 - Mrs. Tostado, Member Resource Liaison
 - Ms. Day Recording Secretary
5. **GUEST SPEAKER – 2018/2019 Master Insurance Policy** **DLD Insurance Brokers Inc.**
6. MEMBER RESOURCE LIAISON (*handout*) Mrs. Tostado
7. APPROVAL OF MINUTES FOR MEETING OF: **November 2, 2017**
8. FACILITIES DIRECTOR Mr. Weaver
9. PROJECT COORDINATOR Mr. Rudge
10. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
11. STOCK TRANSFER MANAGER Ms. Ray
12. EXECUTIVE DIRECTOR Mr. Ankeny
13. COUNCIL BUSINESS
 - Unfinished Business –
 - a. None
 - New Business –
 - a. Co-Occupant Forms (**p.3-9**)
 - b. Goodies before the meeting
14. PRESIDENTS' COMMENTS
15. ADJOURNMENT

NEXT MEETING: January 4, 2018
Thank you Mutual TEN for the treats!

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Application & Approval Co-Occupant

The following signed documents pertain to an application by a sShareholder to seek approval by the Mutual Board to include a Co-Occupant in the residency of their uUnit. Note: A Co-Occupant has no ownership rights in the Leisure World uUnit. Please fill out the following attached documents:

- | | |
|--|-----------|
| <input type="checkbox"/> Sign Cover Sheet Disclosure | Page 1 |
| <input type="checkbox"/> Co-Occupant Application Form | Page 2 |
| <input type="checkbox"/> Request for Additional Occupant Entry | Page 3 |
| <input type="checkbox"/> Co-Occupant Agreement | Pages 4-5 |
| <input type="checkbox"/> Co-Occupant Disclosure Form | Page 6 |
| <input type="checkbox"/> Notice of Pet Agreement | Page 7 |

Shareholder's Name: _____

Shareholder's Name: _____

Co-Occupant's Name: _____

Co-Occupant Fee \$2,605 and Setup Fee \$100.00 is paid: Receipt # _____

ID Card Received: _____ Date _____ Staff _____

Important! Please Sign: The Proposed Co-Occupant understands and agrees that the Shareholder must be residing in the uUnit full-time with the Co-Occupant and that the Co-Occupant has no rights of residency unless the Shareholder is residing in the uUnit full-time.

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder Signature

=====

APPROVED BY

SEAL BEACH MUTUAL NO _____

APPROVED AND ACCEPTED RECEIVED BY
GOLDEN RAIN FOUNDATION

By: _____

By: _____

Date: _____

Date: _____

Co-Occupant Application

Golden Rain Foundation
Stock Transfer Office

Mutual/Unit: _____

Confidential Information
Maintained In GRF Corporate File

Last Name	First Name	Middle Initial
Date of Birth	City and State of Birth	Male <input type="checkbox"/> Female <input type="checkbox"/>
Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Widow <input type="checkbox"/> Widower <input type="checkbox"/>		Retired: Yes <input type="checkbox"/> No <input type="checkbox"/>
If retired, Previous Occupation	If not retired, Current Occupation	Relationship to Resident

Home Phone ()	E-Mail Address
Cell Phone ()	

IMPORTANT: NEXT-OF-KIN OR EMERGENCY CONTACT INFORMATION		
Name	Address	Relationship
Home Phone ()	Work Phone ()	Cell Phone ()

Signature of Applicant: _____

Date: _____

PLEASE ATTACH A COPY OF DRIVERS' LICENSE FOR PROOF OF AGE

Golden Rain Foundation

Request for Additional Occupant Entry

1. Name of Shareholder/Member: _____
2. Address of Shareholder/Member: _____
3. Name of Co-Occupant: _____
4. Age of Co-Occupant: _____ Birth date: _____ Relationship: _____
5. Reason to request to admit Co-Occupant: _____
6. Is the Co-Occupant the spouse or cohabitant of the Shareholder? _____
7. Is the Co-Occupant providing primary physical support to the Shareholder? _____
If yes, please describe the nature of the physical support being provided:

8. Is the Co-Occupant providing primary economic support to the Shareholder? _____
If yes, please describe the nature of the economic support being provided:

9. Does the Co-Occupant have an ownership interest in Shareholder's Apartment Unit?

If yes, please describe the basis of your ownership interest and attach any legal documentation which supports your right of any ownership of the Shareholder's apartment.

10. Does the Co-Occupant have an expectation of ownership interest in the Shareholder's Apartment Unit?

If yes, Please describe your inheritance interest and attach any legal documents which support your future right of inheritance such as a Certification of Trust or Will-Court Order or other.

We hereby certify and declare under penalty of perjury, that the foregoing information is true and correct.

Date this ____ day of _____, 20____, at Seal Beach Leisure World.

Signature of Shareholder

Signature of Co-Occupant

Co-Occupant Agreement

Mutual & Unit: _____

This "**AGREEMENT**" made and entered into this ____ day of _____, 20____ by and between Seal Beach Mutual No.____ (hereinafter referred to as the "**CORPORATION**", a Corporation having its principle office and place of business in Orange County, CA, and the Shareholder / Member: _____ and the Co-Occupant: _____.

WHEREAS, the corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World, Seal beach, Orange County, California, with the intent that its stockholders (Shareholder/Members) shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the Shareholder/Member is the owner and holder of one share of common capital stock, Series ____ of the Corporation and has a bona fide intention to reside in the project, and the Co-Occupant is qualified as a senior citizen pursuant to Civil Code 51.3 (C) (2) as he/she does not have an ownership interest in, or is not in expectation of an ownership interest in the dwelling unit.

NOW THEREFORE, in consideration of the Mutual, promises contained herein, the Corporation hereby consents to the Co-Occupant residing with the Shareholder/Member in apartment No.____, Seal Beach Mutual No.____, located at Leisure World.

ARTICLE 1. CHARGES

The Shareholder/Member hereby covenant and agrees to pay the Golden Rain Foundation an amount equal to the then current Initiation Fee payable for membership in the Foundation in the same amount as is required of all other joint-occupant members at Leisure World.

ARTICLE 2. CARRYING CHARGES

The Co-Occupant acknowledges, covenants and agrees that in order to maintain residence with the Shareholder/Member that it is necessary that all monthly carrying chares as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Shareholder/Member be paid.

ARTICLE 3. OCCUPANCY AGREEMENT

The Co-Occupant acknowledges reading the Occupancy Agreement existent between the Corporation and the Shareholder/Member and agrees to be bound by all of the terms and provisions therein contained as to residency, and the fact that said apartment is to be used for residential purposes only. The Co-Occupant agrees and acknowledges that the Co-Occupant, in order to maintain residence, is jointly liable with the Shareholder/Member for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 4.

The Co-Occupant agrees that no right held by the Co-Occupant to reside with the Shareholder/Member may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Co-Occupant will be allowed to reside with the Co-Occupant.

ARTICLE 5.

The Co-Occupant is entitled to use of any and all of the facilities furnished and provided for Members of the Foundation at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of Occupancy with the Shareholder/Member.

ARTICLE 6.

The Co-Occupant covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws, and rules of the Corporation and Foundation related to occupancy, and will endeavor with the Shareholder/ Member to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the apartment is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her acts and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the community, that the same may result in the eviction of the Shareholder/Member and the Co-Occupant, and that there exists between the Shareholder/Member and the Corporation, a Landlord-Tenant relationship. The Co-Occupant acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be qualified pursuant to the provisions of California Civil Code 51.3 (2) (B).

FURTHER: The Co-Occupant covenants and agrees that he/she has, pursuant to Civil Code, **NO RIGHT** to continue residence in the event of death, dissolution of marriage, upon hospitalization or other prolonged absence of the Shareholder/Member.

_____ Shareholder/Member's Signature	_____ Co-Occupant's Signature
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Disclosure Co-Occupant

A Co-Occupant pursuant to Civil Code 51.3 is a person who is providing primary physical or economic support to a senior citizen who resides in Seal Beach Leisure World.¹ **GRF does not discriminate on the basis of race, color, religion, sex, national origin, disability, veteran status, or status in any other protected group. No questions on this application are intended to be used for such discrimination.**

Upon this application of co-occupancy with a Leisure World Senior Shareholder/Member, the following are the limitations which must be understood before signing any of the pertinent co-occupancy documents. Please initial next to each paragraph indicating that you have read it and understand its contents and sign at the bottom of this page:

1. Co-Occupants must provide proof of age.

2. Co-Occupants must prove that they are providing primary physical or economic support to the senior Shareholder/Member.

3. Co-Occupant must reside with the senior Shareholder/Member who is in full-time residence with the eCo-occupant.

4. Co-Occupant has 90-days to vacate the apartment premises upon the hospitalization or death of the senior Shareholder/Member.

5. Co-Occupant agrees to abide by all articles and conditions as set forth in Policy 1803, Co-Occupant Agreement and the Occupancy Agreement.

6. Co-Occupant understands that though they have an ID card for use of the community facilities, Co-Occupant may not attend monthly or Annul Mutual Member's Meetings or hold office, or participate in any governing process of the Mutual Corporation in which they reside or the Golden Rain Foundation.

With my signature below, I acknowledge that I have read and understand this document and the limitations as imposed on my status as a Co-Occupant with the Senior Shareholder Member in whose apartment Unit I will be residing without benefit of ownership.

Co-Occupant's Signature

Date

¹ **Reasonable accommodations will be made for persons with a legally defined disability or illness who is a child or grandchild of the Shareholder/Member and who needs to live with the**

Notice of Pet Agreement

I, _____, am a **Prospective Co-Occupant** of Unit _____ in Mutual No. _____.

● I do hereby acknowledge and understand that this Agreement is made with full knowledge that a shareholder/homeowner/co-occupant is entitled to maintain **one, and only one** household pet per unit, in the Mutual, in conformity with the law, which is subject to reasonable rules and regulations as set forth by the Mutual Corporation, specifically in Pet Policy 7501.

● Further, in the event that if it is determined to have one household pet, the shareholder/homeowner with whom I reside will forthwith enter into an agreement of registration and authorization concerning said household pet in conformity with the rules and regulations of the Mutual Corporation and Policy 7501.

● I agree that until such time as herein above provided, the prospective shareholder/homeowner/co-occupant will not maintain any household pet upon the premises of the Leisure World unit.

● Additionally, prospective shareholder/homeowner/co-occupant agrees not to register a quadruped pet of more than twenty-five (25) pounds at maturity; twenty (20) pound limitation in Mutual Seventeen.

Do you currently have a pet which will be residing with you? **Yes** ☐ **No** ☐

If "Yes", please attach proper Pet Registration Form and documentation for pet with your escrow documents and bring an additional copy of those documents to the mutual interview.

Co-Occupant's Signature

Date