



MUTUAL ADMINISTRATION COMMITTEE

Agenda

Administration Conference Room

Tuesday, March 13, 2018

1:00 p.m.

1. **Call to Order/Pledge of Allegiance**
2. **Roll Call/Notice of Quorum**
3. **Chair's Announcements**
 - a. Introduction of Guests and Staff:
Linda Stone, GRF President
Randy Ankeny, Executive Director
Jodi Hopkins, Mutual Administration Director
Blessilda Fernandez, Mutual Administration Manager
Nancy Ray, Stock Transfer Manager
Aaron Hensley, Service Maintenance Assistant Supervisor
Kheara Aquino, Recording Secretary
 - b. Rules of Order
 - c. Chair's Report
4. **Approval of Minutes**
 - a. Minutes of February 13, 2018 (p. 5-9)
5. **Shareholder/Member Comments – Agenda Items Only**
(Limited to 3 minutes per person)
6. **Correspondence**
 - a. PRV Panel – Parking Rules on Trust Property (p. 11)
7. **Reports**
 - a. Facilities Manager's Report (handout)
8. **Unfinished Business**
 - a. Corporate Counsel Review/Mark Up of Stock Transfer Documents (p.13-16)
 - i. Promissory Note Disclosure

Unfinished Business (continued)

- b. Update/Approval of Stock Transfer Documents reviewed by Corporate Counsel (p. 17-28)
 - i. Trust Transfer Request (Unit Transfer by a Trust)
 - ii. Insurance Disclosure
 - iii. Transfer Cover Sheet (Request for Transfer of Stock Ownership)
 - iv. Transfer By Inheritance (formerly Yellow Demands)
 - v. Financial Verification: Transfers
- c. Addition of Notary Service

9. New Business

- a. Stock Transfer Documents (p. 29-46)
 - i. Disclosures - Transfer
 - ii. Qualified Permanent Resident Agreement
 - iii. Restriction of Rights and Waiver of Occupancy
 - iv. Promissory Agreements Installment 2018 (updated 2017 form)
- b. Glossary of Terms (p. 47-51)
- c. Shareholder Master File – Sample (p. 53)
- d. Re-Classification of Policies – 1801-33, 1802-33, 1803-33, and 1804-33

10. Policies

- a. 1801–33 – Qualified Permanent Resident and Co-Occupant Agreements (p. 55-56)
- b. 1802–33 – Qualified Permanent Resident Agreement (p. 57-59)
- c. 1803–33 – Co-Occupant Agreement (p. 61-64)
- d. 1804–33 – Golden Rain Foundation Request for Additional Occupant Entry (p. 65-67)
- e. 1400-33 – Co-Occupants and Qualified Permanent Residents (p. 69)
- f. 7730 – Member’s Personal Records (p. 71-72)

11. Sub-Committee Reports

- a. Re-numbering Sub-Committee
 - i. Update Policy Renumbering
- b. Video Sub-Committee

12. Staff Reports

- a. Mutual Administration Director Jodi Hopkins / Mutual Administration Manager Blessilda Fernandez – Cost Center – MAC (p. 73-76)
- b. Stock Transfer Manager Nancy Ray, Cost Center – 33 and Cost Center – 44 (p. 77-87)
- c. Executive Director Randy Ankeny

- 13. Shareholder/Member Comments**
(Limited to 3 minutes per person)
- 14. President's Comments**
- 15. Committee Member Comments**
- 16. Next Meeting**
 - a. **Tuesday, April 10, 2018**
Administration Conference Room
- 17. Adjournment**

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MUTUAL ADMINISTRATION COMMITTEE MINUTES

Administration Conference Room A
Tuesday, February 13, 2018, 1:00 PM

CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting of the Mutual Administration Committee was called to order by Chair Hopewell at 1:00 p.m., on Tuesday, February 13, 2018, in the Administration Building Conference Room A. Ms. Rapp led the Committee in the Pledge of Allegiance.

ROLL CALL

Present:	Ms. S. Hopewell, Chair	Ms. L. Stone, Ex-Officio
	Ms. R. Winkler, Vice Chair	Ms. P. Snowden
	Mr. R. Stone	Ms. K. Rapp
	Mr. Crossley	Mr. P. Moore
Absent:	Ms. J. Reed	
Staff and	Mr. R. Ankeny, Executive Director	
Guests:	Ms. J. Hopkins, Mutual Administration Director	
	Ms. B. Fernandez, Mutual Administration Manager	
	Ms. N. Ray, Stock Transfer Manager	
	Mr. R. Gonzalez, Facilities Manager	
	Mrs. C. Tostado, Member Resource Liaison	
	Mrs. K. Aquino, Recording Secretary	
	Fifteen shareholder/members	

CHAIR'S ANNOUNCEMENTS

Chair Hopewell welcomed the Committee Members, guests and staff, including GRF President Linda Stone, Mutual Administration Director Jodi Hopkins, Mutual Administration Manager Blessilda Fernandez, Stock Transfer Manager Nancy Ray, Facilities Manager Ruben Gonzalez, Member Resource Liaison Cynthia Tostado, and Recording Secretary Kheara Aquino.

There being no objections, Chair Hopewell declared the reading of the Quorum Notification be dispensed with by unanimous consent.

In accordance with California Civil Code Section 4090, please be advised that a quorum of the Golden Rain Foundation (GRF) Board of Directors (BOD) is present at today's posted meeting. The business of the Mutual Administration Committee will be conducted in accordance with the agenda. As a quorum of the board is present, this meeting will be conducted as a committee meeting *and* a Board meeting. The agenda actions of the committee will be limited only to the members of the committee and will only constitute such actions in accordance with stated committee policy and/or provide recommendations to the GRF BOD at its regular Board meeting on the 4th Tuesday of the month. GRF Board members who are not committee members will be allowed to comment when recognized by the Chair and only during the proscribed Foundation member comment period, not to exceed three minutes, as set forth in Policy 5610, Participation by Foundation Members. The minutes of today's Board meeting will be presented to the Board for approval following the approval of the committee meeting minutes at the next Committee meeting.

RULES OF ORDER

Chair Hopewell requested that members exhibit an appropriate amount of decorum and turn off cell phones.

CHAIR'S REPORT

Chair Hopewell had no report to present.

MINUTES

The Chair declared the regular meeting minutes of January 9, 2018, approved, as printed.

SHAREHOLDER COMMENTS

Six shareholder/members spoke on today's Committee agenda items.

CORRESPONDENCE

The Committee received no correspondence.

STAFF REPORTS

The Community Facilities Manager presented the open SRO Report.

Following questions, Mr. Gonzalez left the meeting at 1:31 p.m.

The Member Resource Liaison presented her statistics report inclusive through January 2018.

Following questions, Mrs. Tostado left the meeting at 1:35 p.m.

UNFINISHED BUSINESS

Promissory Note Disclosure

Stock Transfer Manager Ray presented an update on the Promissory Note Disclosure. Following a brief discussion, the Committee concurred to have the Stock Transfer Manager make further revisions, and discuss this item further at the next Committee Meeting.

Golden Rain Foundation Membership Application

Ms. Rapp MOVED, seconded by Ms. Winkler and carried unanimously by the Committee members,

TO, approve the *Golden Rain Foundation Membership Application*,
as amended.

The motion was carried unanimously by the Committee members present.

NEW BUSINESS

Tax Warning

Ms. Rapp MOVED, seconded by Ms. Winkler and carried unanimously by the Committee members,

TO, approve the *Tax Warning Document*, as amended.

The motion was carried unanimously by the Committee members present.

POA Disclosure

Ms. Snowden MOVED, seconded by Mr. Moore and carried unanimously by the Committee members,

TO, approve the *POA Disclosure*, as amended.

The motion was carried unanimously by the Committee members present.

Trust Assignment and Disclosure

Ms. Winkler MOVED, seconded by Ms. Rapp and carried unanimously by the Committee members,

TO, approve the *Trust Assignment Disclosure*, as amended.

The motion was carried unanimously by the Committee members present.

Insurance Disclosure

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by the Golden Rain Foundation Trust Attorney.

(Chair Hopewell called for a break from 2:24 p.m. to 2:41 p.m.)

Transfer Cover Sheet (Request for Transfer of Stock Ownership)

Following a brief discussion, the Committee concurred to have the Stock Transfer Manager make further revisions, and discuss this item further at the next Committee Meeting.

Yellow Demands

Following a brief discussion, the Committee concurred to have the Stock Transfer Manager make further revisions, and discuss this item further at the next Committee Meeting.

Disclosure Addendum

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by Legal Counsel.

(President Stone Left the meeting at 3:05 p.m.)

NEW BUSINESS (continued)

Financial Approve – Transfers

Ms. Rapp MOVED, seconded by Ms. Snowden and carried unanimously by the Committee members present

TO, approve the *Financial Approval – Transfers*, as amended.

The motion was carried unanimously by the Committee members present

Addition of Notary Service

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending the verification that Mr. Alvarez has obtained his certification.

POLICIES

1801-33 – Qualified Permanent Residents and Co-Occupant Agreements

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by Legal Counsel.

1802-33 – Qualified Permanent Resident Agreement Form

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by Legal Counsel.

1803-33 – Co-Occupant Agreement Form

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by Legal Counsel.

1804-33 – Request for Additional Occupant

Following a brief discussion, the Committee concurred to discuss this item further at the next Committee Meeting, pending further review by Legal Counsel.

7730 – Member's Personal Records

Following a brief discussion, the Committee concurred to take no action at this time.

SUB-COMMITTEE REPORTS

Re-numbering Sub-Committee

Ms. Snowden presented an update for the Re-numbering Sub-Committee.

SUB-COMMITTEE REPORTS (continued)

New Buyer Video Sub-Committee

Ms. Rapp presented an update for the New Buyer Video Sub-Committee.

STAFF REPORTS

The Mutual Administration Director presented her reports.

The Mutual Administration Manager presented the Budget Variance Report inclusive through December 2017.

The Stock Transfer Manager presented her reports.

The Executive Director spoke on various topics throughout the meeting.

MEMBER COMMENTS

Several shareholder/members spoke on various items related to the purview of the Committee.

COMMITTEE MEMBER COMMENTS

Seven Committee members spoke on the proceedings of the Committee meeting.

CHAIR'S COMMENTS

The Chair thanked committee members, staff and guests for attending

ADJOURNMENT

The Chair adjourned the meeting at 3: 56 p.m.

Ms. S. Hopewell, Chair
Golden Rain Foundation
kla 02.14.18

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Subject: correspondence for MAC committee

MAC Committee,

One of the biggest problems we have at the PRV panel is that the new Members say they know nothing about the parking rules on Trust Property. The Mutuals have a meeting with them and go over Mutual things. We do nothing like that. It's easy to say they should find out but even people who live here for years don't know that the GRF and Mutuals are different.

Would it be possible to hold a quarterly meeting with new Members (like a town hall) and go over a few things. If not, can we at least give them a copy of the parking policy in stock transfer when they check in?

Carole Damoci
Vice-President
Golden Rain Foundation
Cdamoci@lwsb.com

In my defense, I was left unsupervised.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

COMMITTEE ACTION REQUEST

TO: MUTUAL ADMINISTRATION COMMITTEE
FROM: STOCK TRANSFER - NJR
SUBJECT: CORPORATE COUNSEL REVIEW / MARK UP OF STOCK TRANSFER DOCUMENTS, #2; UNFINISHED BUSINESS FROM FEBRUARY 13, 2018
DATE: MARCH 13, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

The following documents were approved by the Mutual Administration Committee January 9, 2018:

Golden Rain Foundation Membership Certificate

Mutual Stock Certificate

~~Occupancy Agreement~~ (The Occupancy Agreement is a Mutual Document and was not reviewed by the Mutual Administration Committee)

The following documents were approved with changes at the February 13, 2018 meeting by the Mutual Administration Committee:

Golden Rain Foundation Membership Application

The remaining document listed below was reviewed by the Mutual Administration Committee at the February 13, 2018 meeting and additional Committee requested changes have been made:

Promissory Note Disclosure (the name is Disclosure, not Instructions)

Action Requested:

Motion to approve the use of the Corporate Counsel and Mutual Administration Committee revised marked up document Promissory Note Disclosure.

2018 Promissory Installment Note Disclosure

For Golden Rain Foundation ~~Membership~~Amenities Fee

THIS IS NOT THE AGREEMENT
THIS IS ONLY AN INFORMATION DISCLOSURE

Please be informed that in compliance with Civil Code Section ~~4525~~ 4580, prospective buyers or ~~Membership~~Amenities Transfer applicants, of a Seal Beach Leisure World apartment may be given the opportunity to finance the Golden Rain Foundation ~~Membership~~Amenities Fee for a seven-year period. Participants will be required to enter into an agreement with the Golden Rain Foundation by way of the Promissory Installment Note for ~~Membership~~Amenities Fee.

Participating Buyers Will:

1. Pay 25% of the ~~membership~~amenities fee up front in escrow, as part of the buyer's fees;
2. Finance the remainder of the fee for a 7-year period, in 7 annual payments;
3. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month paid annually on the outstanding balance;
4. In the event the borrower sells ~~his~~the share before the ~~membership~~amenities fee is paid, the balance must be paid in full before the sales transaction is complete.
5. If the borrower defaults in the payment of this Note or in the performance of any of the obligations, and the default continues after proper notification by the Golden Rain Foundation, then the Payee (Golden Rain Foundation) may declare the unpaid principle balance and earned interest immediately due.

If a prospective buyer opts to participate in this ~~Membership~~Amenities Installment Payment Plan, ~~they~~buyer will be asked to sign the Promissory Installment Note Agreement. The Promissory Installment Note must be submitted to the Stock Transfer Office in original form for inclusion into the Corporate File. The annual payment will be on the date and in the month that your newly issued ownership certificates are dated. It is advisable to consult ~~your~~the buyer(s) financial advisor prior to entering into the Promissory Installment Note Agreement.

I, (we), acknowledge that this document is just a Disclosure, informing us of our right to pay the ~~Membership~~Amenities Fee in seven (7) annual payments, and does not constitute an agreement to opt to participate in the Promissory Installment Note Agreement process.

Signature: _____

Date: _____

Signature: _____

Date: _____

See reverse side of this form for cost information ►

\\JUNIORS-FORMS\FORM PROMISSORY-DISCLOSURE-2017.docx Updated 2/21/18 njr

2018 MembershipAmenities Fee Financing Schedule

Per Policy 5061-31

MembershipAmenities Fee: 1-Person Fee	\$3,054.00
25% Down Payment	\$763.50
Balance To Be Financed	\$2,290.50
Annual Principal Payment	\$327.21

Year	Interest	Interest + Principal = Total Payment
1	\$274.86	\$602.07
2	\$235.59	\$562.81
3	\$196.33	\$523.54
4	\$157.06	\$484.28
5	\$117.80	\$445.01
6	\$78.53	\$405.75
7	\$39.27	\$366.48
Totals	\$1,099.44	\$3,389.94

MembershipAmenities Fee: 2-Person's Fee	\$6,108.00
25% Down Payment	\$1,527.00
Balance To Be Financed	\$4,581.00
Annual Principal Payment	\$654.43

Year	Interest	Interest + Principal = Total Payment
1	\$549.72	\$1,204.15
2	\$471.19	\$1,125.62
3	\$392.66	\$1,047.09
4	\$314.13	\$968.55
5	\$235.59	\$890.02
6	\$157.06	\$811.49
7	\$78.53	\$732.96
Totals	\$2,198.88	\$6,779.88

MembershipAmenities Fee: 3-Person's Fee	\$9,162.00
25% Down Payment	\$2,290.50
Balance To Be Financed	\$6,871.50
Annual Principal Payment	\$981.64

Year	Interest	Interest + Principal = Total Payment
1	\$824.58	\$1,806.22
2	\$706.78	\$1,688.43
3	\$588.99	\$1,570.63
4	\$471.19	\$1,452.83
5	\$353.39	\$1,335.03

6	\$235.59	\$1,217.24
7	\$117.80	\$1,099.44
Totals	\$3,298.32	\$10,169.82



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

COMMITTEE ACTION REQUEST

TO: MUTUAL ADMINISTRATION COMMITTEE
FROM: STOCK TRANSFER - NJR
SUBJECT: CORPORATE COUNSEL REVIEW / MARK UP OF STOCK TRANSFER DOCUMENTS, #3; UNFINISHED BUSINESS FROM FEBRUARY 13, 2018 MEETING
DATE: MARCH 13, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

Mutual Administration reviewed and approved the following documents, with changes, at the February 13, 2018 meeting:

Tax Warning
POA Disclosure
Trust Assignment Disclosure

The following documents required additional updates or additional outside review, and are now ready for additional review and approval by the Mutual Administration Committee in the March 13, 2018 meeting:

Trust Transfer Request (Unit Transfers by a Trust)
Insurance Disclosure (Randy)
Transfer Cover Sheet (Request for Transfer of Stock Ownership)
Transfer By Inheritance (formerly Yellow Demands)
Financial Approval Verification: Transfers – this document was approved with changes. STO is presenting additional changes for the Mutual Administration Committee additional approval

Action Requested:

Motion to approve the use of the updated Corporate Counsel and Mutual Administration Committee revised marked up documents.

Unit Transfers by a Trust

NOTICE TO TRUSTEES

When a Leisure World unit is an asset of a Trust, the Golden Rain Foundation (GRF) Attorney must review the trust and all amendments to the trust, or alternatively, a current Certification of Trust documents and ownership certificates before a transfer of the apartment ownership is allowed to proceed. This procedure is to assure that the Stock Transfer Office is not making a transfer of ownership which may be contradictory to the terms of a Trust after the death of any of the original Trustees.

REQUIRED MATERIAL YOU MUST PROVIDE

You will be requested to provide the specific documents to the Stock Transfer Office for review and release by the GRF Attorney prior to proceeding to a transfer. Trust reviews take approximately ten days. Please provide:

- ☐ **\$125 Legal Review of Trust Fee** (Fee represents attorney's fee and GRF pro-rated staff time)
- ☐ **Copy of the Complete Trust and all Amendments to the Trust, or alternatively, a current Trust Certification prepared within 30 days of the transaction**
- ☐ **Any Assignments of the Unit to the Trust**
- ☐ **Copies of Ownership Certificates (front & reverse)**
Share of Stock Certificate & GRF Membership Certificate
- ☐ **Copy of Death Certificates (if applicable)**

If there is no viable assignment of the unit to the trust, either by the language contained within the Trust itself, on the reverse of the ownership certificates or on a separate assignment document within the Trust, Trust review and transfer release cannot be made. You will be required to seek outside legal advice.

On advice from the GRF Attorney and to avoid giving inappropriate legal advice, Stock Transfer staff is prohibited from answering any questions directly relating to your Trust.

OWNERSHIP TRANSFER BY TRUST REQUEST

Photo ID of all Individuals Participating in the Transfer is Required

Mutual/Unit: _____

Acting Trustee's Name: _____

Address: _____

Telephone: _____

I, (we) request a transfer of ownership of the unit shown above as follows:

From (please show **all** currently on title):

To (please show how title is to be held **exactly**):

I, (we) the transferor(s), understand that before any such transfer of ownership can be conducted, the GRF Attorney requires a review of the Trust; and that I, (we) must provide Stock Transfer with the Trust Review Trust Fee, copies of the **Complete Trust and all Amendments thereto, or alternatively, a Certification of Trust prepared within 30 days prior to the transaction**, both ownership certificates and any death certificate(s) that may apply.

Requesting Transferor Date: _____

Requesting Transferor Date: _____

Request received by: _____
(Stock Transfer Assistant)

Trust Review Fee: _____

(dollar amount & receipt #)



Fire



Theft



Water Damage



Natural Disaster

Insurance Disclosure

Facts About Insurance Every LW Resident/Shareholder Should Know

Your Mutual's Master Policy covers your Mutual's buildings along with all common areas, but it does not cover.

- Your personal belongings
- Any earthquake damage
- Your personal liability in the event you become legally liable for causing bodily injury and/or property damage to another person
- Non-standard property inside the walls of your condo or co-op, including the nonstructural upgrades, alterations and/or interior or exterior improvements of your co-op or interior of your condo unit. These would include, but not be limited to upgraded doors, double-pane windows, flooring, window treatments, granite countertops, appliances, air conditioning, heat pumps, etc.

As a shareholder in a co-op, you face similar insurance risks as a homeowner, but your insurance needs are somewhat different in that you are only responsible for the non-standard property, upgrades, alterations and/or interior improvements of your unit. Insurance companies do not have a policy that is specifically designed for co-ops so the best fit for your co-op unit is what is called an HO-6 condo policy. This policy is broad enough to provide the coverage you will need to insure your personal property and interior items that are your responsibility, along with your personal liability.

In the event you (or the previous owner) expanded your co-op and everything was property permitted, including bay windows, the expansion becomes part of the Mutual's buildings, and in the event of a covered loss, your unit would be re-built by the Mutual's insurance according to standard building materials only. You would be responsible for any non-standard, non-structural items within the expansion, including but not limited to, upgraded doors, double-pane windows, flooring, window treatments, granite countertops, appliances, air conditioning, heat pumps, etc.

It is important that you advise your insurance agent if your unit contains these types of upgrades and/or alterations.

Commented [BGT1]: This disclosure is Mutual specific and should be provided/reviewed by the Mutuals

You should also be sure your personal insurance policy covers you for Additional Living Expenses (ALE). This is normally standard on an **HO-6 policy**. This coverage would come into play if your co-op or condo becomes uninhabitable due to a covered cause of loss, not attributable to the Mutual, such as fire or water damage and would contribute towards the additional living expenses you incur to live elsewhere until such time as your co-op or condo is again habitable.

Your personal liability is also a standard component within an HO-6 policy. This coverage is meant to pay your defense costs in the event you are named in a lawsuit, along with any judgment costs that are levied against you. This coverage is triggered when you have been accused of causing bodily injury or property damage to another person. Examples of loss could include a person(s) injured inside your home, dog bites, golf cart accidents, etc. Any costs an insurance company would pay in the event of a covered cause of loss would only be up to the policy limit you choose.

Many of the more expensive items a resident owns can have limited coverage under a standard HO-6 policy. If you have such items, they should be scheduled within a "Personal Article Floater" to insure you are properly insured. These items include jewelry, furs, expensive cameras, golf equipment, fine arts, collections, computer equipment, etc.

To insure you are properly compensated for your damaged items, you should keep an inventory of all your personal belongings, and those should be sent to your agent. Many insurance companies offer a "household inventory" form that will enable you to list items of concern along with the purchase dates and original costs. Pictures should also be taken of each valuable item, along with each room, including closets, open drawers, and carport storage cabinets that contain items you would want replaced in the event of a loss. Pictures and receipts of major items should be sent to your insurance agent, along with copies being kept in a fireproof safe or an offsite location.

I, We have read this Insurance Disclosure and understand that it is recommended that I, (we) maintain insurance on our Leisure World apartment and personal belongings.

Shareholder's Name

Date: _____

Shareholder's Name

Date: _____

Shareholder's Name

Date: _____

I:\JUNIORS FORMS\FORM INSURANCE DISCLOSURE.docx

Transfer Request For Transfer Of Stock Ownership

Date of Document Preparation:

Mutual and Apartment No.

The undersigned hereby request the transfer and re-issuance of the Mutual Share of Stock Certificate and the Golden Rain Foundation Membership Certificate.....

In The Name(s) Of

Reason For Transfer

REPLACING LOST CERTIFICATES

Golden Rain

Foundation Fees

Policy 5061-31

Receipt

Receipt

☐ ~~Transfer Certificate~~ \$ 250.00

~~Processing Fee~~

☐ 1-Person \$2,605.003,054

~~Membership Amenities~~

~~Fee~~

☐ 2-Persons \$5,210.006,108

~~Membership Amenities~~

~~Fee~~

☐ 3-Persons \$7,815.009,162

~~Membership Amenities~~

~~Fee~~

☐ Co-Occupant \$2,605.003,054

☐ Co-Occupant Set Up \$ 100.00

☐ ~~Inspection Fee~~ \$ 250.00

☐ ~~Mutual 17 Move In~~ \$ 100.00

~~Fee~~

Mutual Inspection Fees

Policy 7545

Other Mutual Fees

☐ Mutual 1 \$500

☐ Mutual 6 \$750

☐ Mutual 6 Premium \$500

☐ All Other Mutuals \$500

Signature of Person(s) Executing the Transfer▼

Stock Transfer Agent► :

Date: _____

Date: _____

Date: _____

CONTACT PHONE #: _____

MUTUAL APPROVAL

GRF BOARD APPROVAL RE: GRF
MEMBERSHIP CERTIFICATE

Approved

☐

Approved

☐

Disapproved ☐

Disapproved ☐

By: _____

By: _____

Date: _____

Date: _____

Certificates Received By ► _____ Date: _____

Proper Photo ID is required for all Participants of this Transfer of Stock

Transfer Request For Transfer Of Stock Ownership

Date of Document Preparation:

Mutual and Apartment No.

The undersigned hereby request the transfer and re-issuance of the Mutual Share of Stock Certificate and the Golden Rain Foundation Membership Certificate

In The Name(s) Of

Reason For Transfer

Form with all revisions
completed
DRAFT for MAC 3/13/18

Golden Rain
Foundation Fees
Policy 5061-31

Receipt

Receipt

- ☐ Certificate Processing \$ 250.00 _____
- ☐ 1-Person Amenities Fee \$3,054 _____
- ☐ 2-Persons Amenities Fee \$6,108 _____
- ☐ 3-Persons Amenities Fee \$9,162 _____

- ☐ Co-Occupant \$3,054 _____
- ☐ Co-Occupant Set Up Fee \$ 100.00 _____

Mutual Inspection Fees
Policy 7545

Other Mutual Fees

- ☐ Mutual 1 \$500 _____
- ☐ Mutual 6 \$750 _____
- ☐ All Other Mutuals \$500 _____

- ☐ Mutual 6 Premium \$500 _____

Signature of Person(s) Executing the Transfer▼

Stock Transfer Agent►:

Date: _____
Date: _____
Date: _____

CONTACT PHONE #: _____

MUTUAL APPROVAL

GRF BOARD APPROVAL RE: GRF MEMBERSHIP CERTIFICATE

Approval ☐
Disapproved ☐

Approval ☐
Disapproved ☐

By: _____
Date: _____

By: _____
Date: _____

Certificates Received By► _____ Date: _____

Proper Photo ID is required for all Participants of this Transfer of Stock

GOLDEN RAIN FOUNDATION
TRANSFER YELLOW DEMANDS
Transfer by Inheritance

MUTUAL & APT: _____ **DATE:** _____

The following person(s) have requested a transfer of membership by inheritance. Please audit the account and furnish the Stock Transfer Office with the necessary information for collection of any amounts that are now due or that may become due.

CURRENT MEMBER'S NAME(S) : _____

NEW MEMBER'S NAME(S) : _____

CONTACT TELEPHONE NO: _____

NEW MEMBER'S RELATIONSHIP TO CURRENT MEMBER: _____

☐ ~~CHANGE CABLE ACCOUNT NAME~~

☐ FILE PROP 58 (SON/DAUGHTER)
SEND TO ACCOUNTING IF APPLICABLE

☐ ~~AUTO-DEBIT DELETED~~

ACCOUNTS RECEIVABLE

Monthly Carrying Charges: \$ _____ **TOTAL BALANCE DUE** \$ _____

Late Charges: \$ _____ **Paid Through Date** _____

Cable Charges: \$ _____

Other: \$ _____

Explanation: _____

ADDITIONAL CHARGES DUE AND PAYABLE TO:

☐ GRF \$ _____ \$ _____ For _____

☐ MUTUAL \$ _____ \$ _____ For _____

☐ TAXES \$ _____ \$ _____ For _____

☐ ~~LIBRARY FINES~~ \$ _____ ~~For~~ _____

FOR ACCOUNTS RECEIVABLE USE ONLY:

ASSESSED VALUE: \$ _____	CABLE: NA <input type="checkbox"/> ACTIVE <input type="checkbox"/>
	DELETED _____
VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>	ACH NA <input type="checkbox"/> ACTIVE <input type="checkbox"/>
	DELETED _____

TRANSFER YELLOW DEMANDS

Updated 3/2/18 njr

Preparer's Initial _____ Date _____

Financial

Approval Verification

Presented by the Stock Transfer Office
Membership Transfer

To the Mutual:

Please be notified that the Stock Transfer staff has reviewed all of the financial documents presented by the prospective new member(s) of a Seal Beach Leisure World ~~apartment~~ Unit in the Mutual, ~~and has approved that proposed~~ The prospective new member to proceed forward in the financials are compliant with policy membership transfer process. The Mutual may now interview schedule the orientation for the prospective new member(s) as shown below:

Mutual/ Apt <u>Unit</u> #	
Date:	
Prospective New Member(s)	
Current Member(s)	

Verified by _____, Stock Transfer

Updated 1/23/18 2/23/18



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

COMMITTEE ACTION REQUEST

TO: MUTUAL ADMINISTRATION COMMITTEE
FROM: STOCK TRANSFER - NJR
SUBJECT: CORPORATE COUNSEL REVIEW / MARK UP OF STOCK TRANSFER DOCUMENTS, #4; NEW BUSINESS
DATE: MARCH 13, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

Corporate Counsel reviewed the following Stock Transfer Office documents, and included with this memo are the following marked up documents:

Disclosures – Transfer
Qualified Permanent Resident Agreement
Restriction of Rights and Waiver of Occupancy
Promissory Agreement Installment 2018 (updated 2017 form)

Action Requested:

Motion to approve the use of the Corporate Counsel revised marked up documents.

Notice of Disclosures

In Membership Transfers

Every Mutual Corporation in Seal Beach Leisure World is a separate governing entity. Each Mutual has specific rules, regulations, and policies regarding residency, pet ownership, powers of attorney, remodeling, landscaping, and other issues relating to changes, alterations, modifications, additions, and deletions made by shareholders to their Unit, inside and outside, to include the surrounding garden areas.

Deleted: etc. There are also rules for apartment

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Deleted: The purpose of this Disclosure is to clearly disseminate the boundaries and limitations set forth in policies regarding these subjects.

"Golden Rain Foundation (GRF)" is a non-profit corporation that holds in trust, operates and maintains the community facilities, streets and other certain improvements and amenities within Leisure World for the benefit of the Members. GRF provides certain services, such as administrative and recreational services. GRF also is responsible, under Management Agreements with each Mutual, for assisting Members in transferring ownership interests and Membership in Leisure World on the terms and conditions set by the Mutuels, respectively.

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Age Qualified Community

The California Legislature has found there is a compelling societal interest in providing senior housing. The Legislature has further found and declared that specially designed accommodations in senior housing provides important benefits to senior citizens and therefore exempts such housing from the prohibition of age discrimination. (Civil Code §§ 51 et seq.)

The Mutual Corporations, which comprise location referred to Leisure World, Seal Beach, provides housing through the imposition of age restrictions under the legal authority for senior communities as provided under both federal and state statutes: Senior communities (aka "active adult" communities) are exempt from prohibitions on age discrimination.

Federal Statutes: FFHA & HOPA

The Federal Fair Housing Act prohibits discrimination in the sale, rental and financing of residential of dwellings based upon familial status. Its provisions generally bar restrictions in an association's governing documents (i.e., its CC&Rs) that serve to exclude children from the association's development. In 1988 Congress created an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualified as housing for persons age 55 and older (senior communities). This exemption was then refined through the Housing for Older Persons Act of 1995 (HOPA). HOPA is administered through by Department of Housing and Urban Development (HUD).

State Statutes: The Unruh Civil Rights Act (Civil Code §§ 51 et seq.)

The Unruh Civil Rights Act prohibits business from discriminating against members of a protected class (e.g., sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status). Per Civil Code Section 51.2, where accommodations are designed to meet the physical and social needs of senior citizens, a business establishment may establish and preserve that housing for senior citizens, pursuant to Section 51.3, except housing as to which Section 51.3 is preempted by the prohibition in the federal Fair Housing Amendments Act of 1988 (Public Law 100-430) and implementing regulations against discrimination on the basis of familial status. For accommodations constructed before February 8, 1982, that meet all the criteria for senior citizen housing specified in Section 51.3, a business establishment may establish and preserve that housing development for senior citizens without the housing development being designed to meet physical and social needs of senior citizens.

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Rentals and Leasing Not Permitted

For Mutuals 1,2,3,4,5,6,7,8,9,10,11,12,14,15 & 16: From its inception, Seal Beach Leisure World was developed as an active-senior citizen community for persons 55 years of age or older who have been approved for ownership by the Mutual Corporation and Golden Rain Foundation. It is disclosed and acknowledged that the apartments are to be used for residential purposes only by resident(s) who are qualified and approved by the Mutual Corporation and the Golden Rain Foundation and whose names stand on the record of the Corporation as "Owners/Shareholders/Members". Further, the apartment may not be utilized as a rental or lease property, nor may the property be utilized as collateral for a loan or transferred to a creditor.

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Notice of Occupancy Agreement & By-Laws Booklet

I hereby certify that a copy of the Occupancy Agreement has been provided to me for review. I understand that I will be required to sign the Occupancy Agreement in the Stock Transfer Office the day I take ownership.

Your escrow company has a By-Laws Booklet available for your review. You will be provided with a By-Laws Booklet of your own at the closing of your escrow.

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Property Tax Re-Evaluation

The Orange County Tax Assessor will re-evaluate, to the current market value, all property where ownership changes, as of the date of the change, and begin collection of the new taxes effective on that date. Accordingly, the Golden Rain Foundation will continue to collect taxes from you based on the old assessment value until it has other information from the Assessor's office. Please note that this may result in an underpayment of taxes on your part, and an assessment being levied on you at a later date to make up for any deficiency.

Commented [BGT1]: It is my understanding that GRF desires for the Mutuals to create as much policy as possible themselves with respect to membership, etc. on the Mutual side. As such, I recommend the Mutuals put together their own disclosures. This document should serve as the general GRF disclosures, and each Mutual should have its own packet of disclosures, prepared and/or reviewed by its respective legal counsel.

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Notice of Disclosures in Escrow

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Notice of Joint Tenancy Disclosure



Many shareholders desire to place a relative, loved one, friend, or fiduciary on their stock (as a resident/member joint tenant or as a non-resident joint tenant) in order to avoid probate at the time of their death. A difficulty oftentimes arises at a later date if the resident goes to remove that person from the title of ownership of their Golden Rain Foundation Membership and their Mutual Share of Stock. There is generally no problem if the other party agrees to execute a transfer of stock ownership to the shareholder. If they do not wish to sign off via a stock transfer, this creates a problem which can and does typically result in litigation in Court which, of course, is expensive and contains no certainty, in the outcome, that the joint tenant can be removed. **THE GOLDEN RAIN FOUNDATION DOES NOT MAKE ANY RECOMMENDATION, IN ANY SITUATION, THAT YOU PLACE SOMEONE ON YOUR STOCK OWNERSHIP AS A JOINT TENANT.** These are decisions strictly to be made by you. We only give you this Notice in order for you to be aware of the potential problems in the future.

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Notice of Personal Property Insurance

The Golden Rain Foundation does not procure or hold any insurance to cover your personal losses.

GRF's and/or the Mutual's policies of insurance 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. Members should consult with their individual insurance broker or agent for appropriate additional coverage.

Please let this notice serve as an inducement to you to seek advice from auto or other insurance agents or a personal adviser as to the amount of insurance appropriate to cover your personal belongings should a catastrophic event occur. When speaking to your insurance agent, you may refer to the type of insurance needed as "(HO6) insurance."

Deleted: In accordance with Article Nine of the Occupancy Agreement, the Mutual Corporation in which you reside will procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage or property in the project, and such other insurance as the Corporation may deem advisable on the property in the project. ¶

¶ The Corporation will not, however, provide insurance on the Member's interest in the dwelling unit or on his personal property, to include, but not limited to clothing, jewelry, home furnishings, private art work, etc. The Corporation will not cover any non-standard remodeling completed on the apartment; i.e. new rooms, fancy front doors, remodeled windows, clothes and dish washers, dryers, heating and air conditioning units etc.

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Notice of Disclosures in Escrow

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Apartment Remodeling

It is important to note that the Mutual Corporation owns the land and the building in which a shareholder's apartment is located and, further, that the purchase of a Mutual apartment in Seal Beach Leisure World, which is represented by one share of stock in cooperative housing, entitles the shareholder to reside in the Mutual's apartment.

It is corporate policy that a Shareholder obtains permission from the Mutual Board before making any changes to their apartment, inside or out. Changes needing Mutual permission include, but are not limited to, hanging items on the exterior of the building or walls, planting non-authorized plants and trees, installing pet doors, remodeling of any type, and adding electric fans, dishwashers, washers and dryers, or heating and cooling systems, etc.

It is important to note that what one Mutual allows a shareholder to do in their apartment may not be allowed by another Mutual. It is, therefore, **imperative** that the shareholder always seek permission from the Mutual Board before making changes to their apartment. For purposes of this section only, a shareholder may contact the assigned GRF Inspector in the Physical Property Department for information on what is or is not allowed by their Mutual Board.

*I, (We), the undersigned, hereby understand that the Board of Directors of the Mutual Corporation has the **Final Authorization** as to what can and cannot be changed on the Corporation's buildings and apartments*

Further, if you have NOT received permission from the Physical Property Department or the Mutual Board of Directors to make changes to the Mutual apartment, you will be billed for the cost the Mutual incurs to remove or replace the changes you have made.

Commented [BGT4]: See comment above.

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Parking

Each shareholder is assigned one parking space for their vehicle. Please park your car in your assigned parking space in the carport. Permanently parking vehicles on the street impedes guest parking, street cleaning; and ambulance and emergency vehicle access. **There is no curb-side parking assigned to your apartment.** If you have more than one vehicle, please check with the stock Transfer Office for questions regarding the possibility of renting an empty carport.

Commented [BGT5]: See comment above.

“Paws” for Thought

Disclosure Pursuant to Policy 7501

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Pet Ownership Policy

Do you currently have a pet which you will be bringing with you to reside in your Leisure World Unit? **Yes** ☐ **No** ☐

Deleted: Apartment

If so, does your pet meet the maximum 25 pound weight limit?

Yes ☐ **No** ☐

It has long been noted that pets provide incredible mental and physical benefits to the owners who love them. Pet policy 7501, was established to honor the member's right to have a pet and to provide guidelines under which a member of Seal Beach Leisure World could bring a pet into the community to reside with them. This policy sets forth the rules and regulations for pet ownership, as well as the requirement that all members enter into a Pet Agreement and that their pets be registered. This policy is available on line or by request in the Stock Transfer Office.

Below are a few select important facts regarding pet ownership in Leisure World:

- There is a limitation of one pet per apartment.
- Pet dogs or cats must not weigh more than twenty-five pounds at maturity.
- The dog or cat weight limit in Mutual Seventeen is twenty pounds at maturity.
- Pet restrictions prohibit certain species of the reptile family (snakes & lizards).
- Some raucous-voiced birds: parrots, cockatoos, and mynas are restricted.
- Pet dogs and cats must be on a leash no longer than 6 feet while being walked.
- There is no pet deposit due or owing to register your pet.
- Listed below are the documents required for you to register your pet dog or cat.

Requirements for Dogs	
City of Seal Beach Pet License	Yes
Proof of Spay or Neuter	Yes
Proof of Pet Inoculations	Yes
Proof of Liability Insurance	Yes
Proof of Pet Dog's Weight	Yes

Requirements for Cats	
City of Seal Beach Pet License	No
Proof of Spay or Neuter	Yes
Proof of Pet Inoculations	No
Proof of Liability Insurance	Yes

If you should have any specific questions regarding pet registration, or wish to receive a copy of Pet Policy 7501, please contact the Stock Transfer Office at (562) 431-6586, Extension 347, 348 or 339.

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Notice of Disclosures in Escrow

INDEMNIFICATION

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Indemnification

By our signatures below, it is acknowledged that the right held by the participants of this escrow to seek legal advice prior to this transfer of the ownership being completed is wholly their responsibility and right to do so.

I (we) acknowledge and represent that I (we) have read this Notice of Disclosures and acknowledge and warrant that I (we) have had opportunity to consult with counsel of my (our) choice. I (we) acknowledge further acknowledge and understand that no representations or warranties, express or implied, have been made by GRF or its agent in connection with the Dwelling Unit or Condominium Unit, except as expressly provided in these written documents provided to me (us) by the Stock Transfer Office.

Further it is acknowledged and understood that this disclosure document does not represent all requirements, rules, regulations and policies pertinent to living in Seal Beach Leisure World.

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Prospective Members Signature

Date

Prospective Members Signature

Date

Prospective Members Signature

Date

QUALIFIED PERMANENT RESIDENT AGREEMENT

File Number : _____ Mortgage Number: 30

This Agreement was entered into on this: _____ day of _____, in the year 20____, by and between Seal Beach Mutual No. _____ (hereinafter referred to as the "Corporation") a Corporation having its principal office and place of business in Orange County California, and

_____ hereinafter referred to as "Member" and,

_____ hereinafter referred to as "Qualified Permanent Resident

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 (hereinafter call "Leisure World"), Seal Beach Orange County, California, with the intent that its stockholders (hereinafter called "Members") shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in their Occupancy Agreement and:

WHEREAS: The 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 Qualified Permanent Resident is qualified pursuant of Civil Code 51.3 to reside with the Member;

NOW THEREFORE, In consideration of the mutual promises contained herein, the Corporation hereby consents to the Qualified Permanent Resident residing with the Member in Dwelling Unit No. _____, Seal Beach Mutual No. _____ located at Leisure World.

ARTICLE 1. CHARGES: The member hereby covenants and agrees to pay to the GOLDEN RAIN FOUNDATION (hereinafter referred to as "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 Qualified Permanent Resident acknowledges, covenants and agrees that in order to maintain residence with the Member that it is necessary that all monthly carrying charges as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Member be paid. That the Qualified Permanent Resident has, pursuant to the civil Code, a right to continue in residence in the event of death, dissolution of marriage, upon hospitalization, or other prolonged absence of the Member, but only in the event that the carrying charges due and payable for said unit are paid. The Qualified Permanent Resident covenants and agrees to be jointly liable with the Member for all such carrying charges and assessments related to said unit.

ARTICLE 3. OCCUPANCY AGREEMENT: The Qualified Permanent Resident acknowledges reading the Occupancy Agreement existing between the Corporation and the Member and agrees to be bound by all the terms and provisions therein contained as to residency, and the fact that said unit is to be used for residential purposes only. The Qualified Permanent Resident agrees and acknowledges that the Qualified Permanent Resident, in order to maintain residence, is jointly liable with the Member, for all such charges related to the Seal Beach Mutual Unit being occupied.

ARTICLE 4. The Qualified Permanent Resident agrees that no right held by the Qualified Permanent Resident to reside with the Member may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Qualified Permanent Resident will be allowed to reside with the Qualified Permanent Resident.

ARTICLE 5. The Qualified Permanent resident is entitled to use of any and all of the facilities furnished and provided for members of the Foundation at Leisure World and the Qualified Permanent Resident shall be entitled to enjoy said facilities together with the right of occupancy with the Member.

ARTICLE 6. The Qualified Permanent Resident covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws and rules of Corporation and Foundation related to occupancy, and will endeavor with the Member to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Qualified Permanent Resident acknowledges that by his/her act 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 Member and the Qualified Permanent Resident and that there exists between the Member and the Corporation a Landlord Tenant relationship. The Qualified Permanent Resident 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).

Commented [BGT1]: This agreement is between the Mutual and member and should be reviewed by the respective Mutuels.

Resident _____ Date: _____

Resident _____ Date: _____

Non-Resident Co-Owner _____ Date: _____

Qualified Permanent Resident _____ Date: _____

REQUEST FOR QUALIFIED PERMANENT RESIDENT**Policy 1804**

1. Name(s) of Resident/Shareholder: _____
2. Name of Additional Occupant: _____
3. Address of Resident/Shareholder: _____
- 4 Age of Additional Occupant: _____ Birthdate: _____ Relationship to resident: _____
5. Reason for request to admit Additional Occupant: _____
6. Is the Additional Occupant the spouse or cohabitant of the resident? Yes ☐ No ☐
7. Is the Additional Occupant providing primary physical support to resident? Yes ☐ No ☐ If yes, please describe the nature of the of the physical support provided _____
8. Is the additional Occupant providing primary economic support to the resident? Yes ☐ No ☐ If yes, please describe the nature of the economic support being provided: _____
9. Does the Additional Occupant have a ownership interest in the resident's apartment, Mutual Share of Stock or Golden Rain Foundation membership? Yes ☐ No ☐ If yes, please describe the basis of the ownership interest and attach a copy of any documents showing such ownership interest: _____
10. Does the Additional Occupant have and expectation of an ownership interest in the resident's apartment, Mutual Share of Stock or Golden Rain Foundation membership? Yes ☐ No ☐ If yes, please describe the source or basis of the expectation of an ownership interest and attach a copy of any document which describes or reveals the basis for such expectation of ownership. _____

=====

The Mutual requires that the Additional Occupant be interviewed by a member of the Board of Directors. You will be contacted to schedule an appointment for the Interview.

Phone number of proposed Additional Occupant: (_____) _____

Interviewed By: _____ Date: _____

=====

Further, We certify (or declare) under penalty of perjury that the foregoing is true and correct
Dated the _____ day of _____, 20 _____, at Seal Beach California.

Resident _____ Date: _____

Resident _____ Date: _____

Non-Resident Co-Owner _____ Date: _____

Qualified Permanent Resident _____ Date: _____

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APPROVED ☐

DISAPPROVED ☐

SEAL BEACH MUTUAL NO: _____

BY: _____

DATE: _____

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Deleted: DISAPPROVED ☐

Deleted: GOLDEN RAIN FOUNDATION

Deleted: BY: _____

Deleted: DATE: _____

RESTRICTION OF RIGHTS AND WAIVER OF OCCUPANCY

This agreement made by and between Seal Beach Mutual No.:

hereinafter referred to as "**MUTUAL**", Golden Rain Foundation hereinafter referred to as "**FOUNDATIONGRF**",

_____ resident owner hereinafter referred to as "**OWNER**"

and, _____ nonresident Co-Owner hereinafter referred to as "**CO-OWNER**"; and

Whereas, owner wishes to or has purchased a share of stock in Mutual, a membership in ~~Foundation-GRF~~ and desires that Co-Owner be shown on the title thereof, as a Joint Tenant with right of survivorship, related to the ~~apartment-unit~~ located at: _____ Unit _____ Seal Beach, California 90740 ("**Dwelling Unit**"); and

Whereas, under and pursuant to the by-laws and articles of Mutual and ~~Foundation-GRF~~ and rules and regulations of ~~FoundationGRF~~, Co-Owner as a record owner would be entitled to occupy a ~~Dwelling Unit~~ ~~n-apartment~~ in Mutual at Seal Beach Leisure World and would be entitled to the use and enjoyment of the recreational, medical facilities and services provided by ~~GRF the Foundation~~ for the benefit of owner; and

Whereas, it is required that residents of Seal Beach Leisure World be at least fifty-five (55) years of age, that they meet other requirements for stock ownership and occupancy in Mutual and membership in Foundation; subject to certain exceptions provided by law; and

Whereas, pursuant to the articles of incorporation and by-laws of Mutual and the articles and by-laws of ~~FoundationGRF~~, stock ownership in the Mutual and membership in the ~~Foundation-GRF~~ may only be by persons approved by each of said corporations; and

Whereas, it is the desire of owner and Co-Owner, that they hold said membership and stock in Joint Tenancy to facilitate a transfer in the event of death. **NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

FIRST: Co-Owner agrees that in consideration of the terms and conditions of this agreement, that Co-Owner will not occupy, seek or attempt by any judicial process, the right to occupy a ~~Dwelling Unit n-apartment~~ owned by Mutual at Seal Beach Leisure World, which occupancy it is acknowledged that, except for this agreement, Co-Owner would be entitled to occupy as a record owner together with owner.

SECOND: Co-Owner waives all rights to the use and enjoyment of all community facilities and services of any kind and nature provided by ~~FoundationGRF~~.

THIRD: That this agreement shall remain in full force and effect up to and including such time as the parties may mutually terminate it. ~~Foundation-GRF~~ and/or Mutual shall have the right to cancel this agreement at any time and terminate Co-Owner as a Co-Owner of record.

FOURTH: It is covenanted and agreed by and between the parties hereto that, despite Co-Owner being deprived of the right of occupancy in the Mutual, the use of any of the community facilities or services provided by Foundation, that Co-Owner agrees to be bound by all the rules and regulations pertaining to ownership of a share of stock in Mutual or a membership in ~~FoundationGRF~~.

Co-Owner agrees in consideration of this agreement to the acceptance of liability and responsibility by Co-Owner for all fees, charges and payments incident to ownership of said share or membership in ~~Foundation-GRF~~ including any and all assessments permitted by the articles of incorporation, by-laws, rules or regulations of Mutual or ~~Foundation-GRF~~ pertaining to occupancy by owner, and does by this agreement accept such liability.

FIFTH: Mutual and ~~Foundation-GRF~~ agree that Co-Owner may take title jointly with owner to a share of stock of Mutual and a membership certificate of ~~Foundation-GRF~~ in Joint Tenancy. Co-Owner further agrees to indemnify Mutual and ~~Foundation-GRF~~ for any breach or violation of the terms of the occupancy agreement signed by owner, as to occupancy of a ~~Dwelling Unit~~ ~~n-apartment~~ in Mutual, in exchange for the approval by GRF to hold membership in Joint Tenancy and approval by Mutual to hold stock in Joint Tenancy to facilitate a transfer in the event of death.

RESTRICTION OF RIGHTS
AND WAIVER OF OCCUPANCY, Cont'd

SIXTH: Any attempt by force or judicial process by Co-Owner or owner on behalf of Co-Owner to gain occupancy of an apartment owned by Mutual Dwelling Unit, or any of the rights or benefits of membership in Foundation-GRF shall constitute a default under and pursuant to the terms of the occupancy agreement executed by or to be executed by owner. Owner agrees and does hereby indemnify Mutual and Foundation-GRF against any such action by Co-Owner. It is agreed by and between the parties hereto that this agreement is made for the convenience of owner and Co-Owner, for the purpose of creating a Joint Tenancy only and to assist said parties to facilitate transfer of title to a share of stock of Mutual and membership in the Foundation-GRF, in the event of death of a Joint Tenant, and in the event of death of owner. Co-Owner and owner shall jointly be bound by the terms and provisions of this agreement and shall not under any circumstance, at any time, be entitled to any remedy which includes the right of occupancy by Co-Owner or the right to exercise any of the rights of membership in Foundation-GRF by Co-Owner, except upon written approval of and acceptance for full membership of Co-Owner on the part of Mutual and Foundation-GRF. In the event Co-Owner shall apply and be accepted for membership, Co-Owner shall pay the initiation fee of Foundation-GRF prevailing at said time, together with any other fees or costs related to membership.

SEVENTH: Co-Owner and owner agree to be bound jointly and severally and liable for all acts of owner who shall occupy said apartment-Dwelling Unit and for all charges and expenses incident to any legal proceedings concerning said occupancy or the breach of this agreement, together with any and all reasonable attorney's fees and costs arising from such breach.

THIS AGREEMENT IS SUBJECT TO THE LIMITATIONS IMPOSED BY CALIFORNIA CIVIL CODE SECTION 51.3

Dated: _____ X _____
Resident Owner Signature "OWNER"

Dated: _____ X _____
Resident Owner Signature "OWNER"

Dated: _____ X _____
Non-Resident Co-Owner "Co-Owner"

X _____
By Power of Attorney

BENEFICIARY/JOINT TENANT INFORMATION – COPY OF PASSPORT OR STATE-ISSUED ID MUST BE ATTACHED

NAME OF NONRESIDENT CO-OWNER:

ADDRESS: CITY: STATE: ZIP:

HM PHONE: WK PHONE: CELL PHONE:

APPROVED BY:

Seal Beach Mutual No. _____

APPROVED BY:

Golden Rain Foundation Board

BY: _____

BY: _____

Date: _____

Date: _____

Promissory Installment 2018 Note Agreement

For Golden Rain Foundation Membership-Amenity Fee

Date: _____ Mutual: _____ Unit.: _____

Borrower: _____

Borrower's Address: _____

Payee: GOLDEN RAIN FOUNDATION
Bldg. A - Finance Department

Place of Payment: 13531 St. Andrews Drive, Seal Beach, California 90740

By Mail: GOLDEN RAIN FOUNDATION
Attn: Finance Department
PO Box 2069, Seal Beach, California 90740

Term of Payments: Seven (7) payments made annually on the anniversary date of the close of escrow. Payment amount shall be determined by the number of Members/residents pursuant to the payment schedule is set forth herein, beginning on page 2.

Recitals

WHEREAS,

This Promissory Installment "Note" pertains to the "Borrower" requesting to finance his/her membershipamenity fee arising out of the purchase of his/her share of stock in Mutual.

WHEREAS,

The Purpose of this Note is to comply with California Civil Code section 4525 and/or other applicable law. While Borrower is encouraged to pay the membershipamenity fee in full upon purchase of the aforementioned share of stock, this Note is available to Borrower so that the remaining amount of the outstanding membershipamenity fee can be financed over a seven-year period.

WHEREAS,

Based on the foregoing, Borrower agrees to the following terms regarding payment of the remaining balance owed for the membershipamenity fee in the Mutual.

Terms

FINANCE CHARGE. Annual finance charge on matured, unpaid amounts shall be one (1) percent per month paid annually on the outstanding balance.

1 of 4

Payment Terms

One-Person Fee ~~\$2,605.00~~ \$3,054.00

PAYMENT TERMS: This Note is due and payable as follows, to wit: Borrower shall pay a one-time upfront payment of: ~~\$651.25~~ \$763.50, representing 25% of the total MembershipAmenity Fee at the close of the purchasing period.

Escrow or In-House Transfer Close Date: _____.

Borrower shall then make seven (7) annual installment payments as shown below. Each annual payment will be due and payable yearly on the anniversary of the date Borrower closes escrow on his/her Mutual apartmentUnit, represented by the Mutual share, until the total principal amount, including finance charges of 1% per month is paid in full.

<u>MembershipAmenity</u> Fee:	\$3,054.00 <u>\$2,605.00</u>
1-Person Fee	
25% Down Payment	\$ 763.50 <u>\$ 651.25</u>
Balance To Be Financed	\$2,290.50 <u>\$1,953.75</u>
Annual Principal Payment	\$ 327.21 <u>\$ 279.11</u>

Year	Interest	Interest + Principal = Total Payment
<u>1</u> 2018	\$274.86 <u>\$234.45</u>	\$602.07 <u>\$513.56</u>
<u>2</u> 2019	\$235.59 <u>\$200.96</u>	\$562.81 <u>\$480.06</u>
<u>3</u> 2020	\$196.33 <u>\$167.46</u>	\$523.54 <u>\$446.57</u>
<u>4</u> 2021	\$157.06 <u>\$133.97</u>	\$484.28 <u>\$413.08</u>
<u>5</u> 2022	\$117.80 <u>\$100.48</u>	\$445.01 <u>\$379.59</u>
<u>6</u> 2023	\$78.53 <u>\$66.99</u>	\$405.75 <u>\$346.09</u>
<u>7</u> 2024	\$39.27 <u>\$33.49</u>	\$366.48 <u>\$312.60</u>

~~Totals~~**Totals**

~~\$1,099.44~~**\$937.80**

~~\$3,389.94~~
\$2,891.55

Place of Payment: GOLDEN RAIN FOUNDATION
Bldg. A - Finance Department
13531 St. Andrews Drive
Seal Beach, CA 90740

By Mail: GOLDEN RAIN FOUNDATION
Attn: Finance Department
PO Box 2069
Seal Beach, CA 90740

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Payment Terms

Two-Person Fee ~~\$6,108.00~~**\$5,210.00**

PAYMENT TERMS: This Note is due and payable as follows, to wit: Borrowers shall pay a one-time upfront payment of: ~~\$1,527.00~~**\$1,302.50**, representing 25% of the total ~~Membership~~Amenity Fee at the close of the purchasing period.

Escrow or In-House Transfer Close Date: _____.

Borrower shall then make seven (7) annual installment payments as shown below. Each annual payment will be due and payable yearly on the anniversary of the date Borrower closes escrow on his/her Mutual ~~apartment~~Unit, represented by the Mutual share, until the total principal amount, including finance charges of 1% per month is paid in full.

Membership <u>Amenity</u> Fee: 2-Person's Fee	\$6,108.00 \$5,210.00
25% Down Payment	\$1,527.00 \$1,302.50
Balance To Be Financed	\$4,581.00 \$3,907.50
Annual Principal Payment	\$ 654.43 \$ 558.21

Year	Interest	Interest + Principal = Total Payment
1 <u>2018</u>	\$549.72 \$ 468.90	\$1,204.15 \$1,027.11
2 <u>2019</u>	\$471.19 \$ 401.91	\$1,125.62 \$ 960.13
3 <u>2020</u>	\$392.66 \$ 334.93	\$1,047.09 \$ 893.14

4 2021	\$314.13\$ 267.94	\$968.55\$ 826.16
5 2022	\$235.59\$ 200.96	\$890.02\$ 759.17
6 2023	\$157.06\$ 133.97	\$811.49\$ 692.19
7 2024	\$78.53\$ 66.99	\$732.96\$ 625.20
<u>Totals</u> Totals	\$2,198.88\$ \$1,875.60	\$6,779.88 \$5,783.10

Place of Payment: GOLDEN RAIN FOUNDATION
Bldg. A - Finance Department
13531 St. Andrews Drive
Seal Beach, CA 90740

By Mail: GOLDEN RAIN FOUNDATION
Attn: Finance Department
PO Box 2069
Seal Beach, CA 90740

2 of 4

Payment Terms

Three-Person Fee \$9,162.00~~7,815.00~~

PAYMENT TERMS: This Note is due and payable as follows, to wit: Borrowers shall pay a one-time upfront payment of: **\$2,290.50~~1,953.75~~**, representing 25% of the total **MembershipAmenity** Fee at the close of the purchasing period.

Escrow /In-House or Transfer close Date: _____.

Borrower shall then make seven (7) annual installment payments as shown below. Each annual payment will be due and payable yearly on the anniversary of the date Borrower closes escrow on his/her Mutual **apartmentUnit**, represented by the Mutual share, until the total principal amount, including finance charges of 1% per month is paid in full.

MembershipAmenity	\$9,162.00\$ 7,815.00
Fee: 3-Person's Fee	
25% Down Payment	\$2,290.50\$ 1,953.75
Balance To Be Financed	\$6,871.50\$ 5,861.25
Annual Principal Payment	\$ 981.64\$ 837.32

Year	Interest	Interest + Principal = Total Payment
1 2018	\$824.58 \$ 703.35	\$1,806.22 \$1,540.67
2 2019	\$706.78 \$ 602.87	\$1,688.43 \$1,440.19
3 2020	\$588.99 \$ 502.39	\$1,570.63 \$1,339.71
4 2021	\$471.19 \$ 401.91	\$1,452.83 \$1,239.24
5 2022	\$353.39 \$ 301.44	\$1,335.03 \$1,138.76
6 2023	\$235.59 \$ 200.96	\$1,217.24 \$1,038.28
7 2024	\$117.90 \$ 100.48	\$1,099.44 \$ 937.80
Totals Totals	\$3,298.32 \$2,813.40	\$10,169.82 \$8,674.65

Place of Payment: GOLDEN RAIN FOUNDATION
Bldg. A - Finance Department
13531 St. Andrews Drive
Seal Beach, CA 90740

By Mail: GOLDEN RAIN FOUNDATION
Attn: Finance Department
PO Box 2069
Seal Beach, CA 90740

2 of 4

BORROWER'S PRE-PAYMENT RIGHT: Borrower reserves the right to pre-pay this Note in whole or in part prior to maturity, without penalty.

DEFAULT AND ACCELERATION CLAUSE: If Borrower defaults in the payment of this Note or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default and the time within which it must be cured, as may be required by law or written agreement, the Payee may declare the unpaid principle balance and earned interest on this Note immediately due. Borrower and each surety endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests and notices of protests, to the extent permitted by law.

TOTAL AMOUNT DUE ON SALE: In the event Borrower sells his/her Mutual share of stock before the ~~Membership~~Amenity Fee is paid in full, the balance ~~will~~shall be paid in full, whether through escrow or otherwise, before the sales transaction is complete.

INTEREST ON PAST-DUE INSTALLMENTS AND CHARGES: All past-due installments of principal, and/or interest, and/or finance charges, and/or all other past-due incurred charges shall bear interest at the maximum amount of interest permitted by

the laws of the State of California until paid. Failure by Borrower to remit any payment by the 15th day following the anniversary of the date Borrower purchased his/her Mutual share that such annual installment is due entitles Payee to declare the entire principal and accrued interest immediately due and payable. Payee's forbearance in enforcing a right or remedy as set forth herein shall not be deemed a waiver of said right or remedy for a subsequent cause, breach or default of the Borrower's obligation herein.

INTEREST: Interest on this debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of the maximum shall be credited on the principal of the debtor, if that has been paid, refunded. On any acceleration or required or permitted pre-payment, any such excess shall be cancelled automatically as of the acceleration or pre-payment or, if already paid, credited to the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this instrument (and any other instruments) concerning this debt.

FORM OF PAYMENT: Any check, draft, money order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by Payee and applied to this indebtedness in the manner elsewhere herein provided.

3 of 4

ATTORNEY'S FEES: If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

SEVERABILITY: If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT: The covenants, obligations and conditions herein contained shall be binding on and insure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Notice.

CONSTRUCTION: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW: This Note shall be governed, construed and interpreted by, through and under the laws of the State of California. Additionally, Borrower agrees that any subsequent lawsuit shall be adjudicated in the California Superior Court, County of Orange. Borrower is responsible for all obligations represented by this Note.

EXECUTED this _____, day of _____, 20_____.

Borrower's Printed Name

Borrower's Signature

Borrower's Printed Name

Borrower's Signature

Borrower's Printed Name

Borrower's Signature

4 of 4

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Glossary of Terms

“Active Adult Community” refers to the nature of Mutuals 1 to 12 and 14 to 17 within the geographical location identified as Leisure World, Seal Beach. This style of active adult housing should not be confused with an assisted living or a skilled nursing facility. No health care services, such as living assistance or medical assistance, are provided by the Golden Rain Foundation and/or the respective Mutuals.

“Age Restricted Community” means a residential housing development reserved for senior citizens (55 years or older under applicable state and Federal law), wherein Units may only be occupied by approved and qualified residents.

“Assessment” means any regular, or special, assessment levied or imposed either by GRF or a Mutual against a member and the separate interest (i.e., Unit) in accordance with the law and governing documents.

“Bylaws” contain the administrative rules for the operation of GRF, ~~and as well as the independent mutual housing authorities’ administrative rules.~~ The Bylaws pertain to matters such as membership meetings and voting rights, elections and meetings of the Board of Directors, appointment of officers, and similar administrative matters.

“Budget” refers to the pro forma operating budget, showing the estimated revenue and expenses of GRF (or an individual Mutual) on an accrual basis.

“Capital Funds” refers to the monies received for payment of GRF Membership Fees in accordance with Policy 5061-31.

“Caregiver” shall refer to a person providing primary physical or economic support to a qualified resident.

“Common Area” is defined by statute as “the entire common interest development except the separate interests therein.” (Civ. Code § 4095.) The term is used to describe that portion of a real estate development that is shared with respect to both use and title. Common area may be owned by multiple Members as tenants in common or in undivided interests, or may be owned by a Mutual, with the Members as the owners of the individual interests in the project. In condominium projects and stock cooperatives, the common area may include bearing walls, common stairways, halls, roofs, foundations, etc. The Common Area also refers to the recreational facilities owned, maintained and managed by GRF. means the entire “common interest development” (i.e., GRF) except the separate interests (i.e., Units) therein.

“Condominium” or “Condominium Unit” shall refer to an estate in real property, consisting of an undivided interest in common in a portion of real property (i.e., Common Area) coupled with a separate interest called a Unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. Mutual 17 consists of Condominiums, while all other Mutuals are stock cooperatives. “Unit” may also apply to a residential dwelling unit located within a stock cooperative that are assigned to particular Members, unless the context indicates otherwise.

“Co-Occupant” refers to an approved qualified person residing with the qualifying resident, such as a spouse, domestic partner, or qualified co-habitant of family member

“Cooperative Housing” refers to a development in which a corporation holds title, either in fee simple or under lease, to improved real property, and the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property. Mutuals 1-12 and Mutuals 14-16 are each nonprofit mutual benefit corporations organized to own and operate a stock cooperative real estate development project.

“Covenants” are formal agreements or promises, set forth in a deed (Mutual 17) or Occupancy Agreement (Mutuals 1-12 and Mutuals 14-16), to do or not do a particular act.

“CC&Rs” is the term used to refer to the recorded legal document that serves as the principal document in the creation of a common interest development, such as Mutual 17, which is a condominium project.

“Default” means the failure to pay Assessments or any other debt when due.

“Dwelling Unit” or “Unit” refers to the residential dwelling units located within a stock cooperative that are assigned to particular Members. Each member of a stock cooperative has the right of exclusive occupancy of a particular dwelling unit pursuant to the terms of an occupancy agreement entered into between the owner-member and the stock cooperative corporation (Mutuals 1-12 and Mutuals 14-16). “Unit” may also apply to a Condominium Unit in Mutual 17, unless the context indicates otherwise.

“Eligibility” refers to the right of persons to occupy a Unit and reside within Mutuals 1-12 and/or Mutuals 14-16, after satisfying certain conditions, including, but not limited to, age and financial qualifications. Mutuals 1-12 and Mutuals 14-16 are ~~an age restricted housing providers’ communities~~.

“Emotional Support Animal” means an animal that provides comfort to a person with a psychiatric disability, but is not trained to perform specific tasks to assist them.

“Escrow” refers to the general arrangement under which a legal document or property is delivered to a third person until the occurrence of a condition.

“Exclusive Use Common Area” means a portion of the Common Area of Mutuals 1-12 and Mutuals 14-16, designated for the exclusive use of one or more, but fewer than all, of the Members and which is (or will be) appurtenant to the Dwelling Unit or Condominium Unit, respectively.

“Golden Rain Foundation (GRF)” is a non-profit corporation that holds in trust, operates, and maintains the Trust Property facilities, streets and other certain improvements and amenities within the geographic area identified as Leisure World, Seal Beach, for the benefit of the Members. GRF provides certain services, such as administrative and recreational services.

“Governing Documents” means the Occupancy Agreement, CC&Rs, and any other documents, such as bylaws, operating rules, articles of incorporation, which govern the operation of the associations (including, GRF, Mutuals 1-12, and Mutuals 14-17).

“Guest” means a person invited by a resident Shareholder/Member to visit the Dwelling Unit or Condominium Unit and/or a person invited to use the GRF facilities and amenities or participate in GRF functions or activities, accompanied by a Shareholder/Member.

“Landlord Tenant Relationship” may refer to two separate relationships within Mutuals 1-12 and Mutuals 14-16. One is the relationship between the Mutual stock co-operatives and the Members. The other type of landlord-tenant relationship is created where a Member leases his or her Unit to another qualified person (Mutual 17 only).

“Leisure World, Seal Beach (Leisure World)” is geographic location within Seal Beach California.

“Member” shall mean and refer to an Owner or Shareholder entitled to membership in GRF, a corporation, pursuant to the terms of the Governing Documents.

“Membership” refers to the legal relationship and status of being a Member of GRF and an individual Mutual, and an entitlement to the rights and privileges associated with Membership. Membership rights and privileges may be limited or suspended as provided in the Governing Documents and by applicable law. “Membership” may also refer to the Members collectively.

“Membership Fee” means the one-time fee paid by a Member to GRF, which represents a “buy-in” for access to the Trust Property facilities and amenities.

“Mutual (Mutual Corporations)” are entities formed to manage and operate one of the sixteen (16) independent residential communities within the geographic location identified as Leisure World. Mutual 17 is the only condominium project. Mutuals 1-16 (there is no Mutual 13) are each a separate stock cooperative.

“Non-resident” refers to any person who does not occupy a Unit within the geographic location identified as Leisure World.

“Non-resident Co-Owner” means a person who has an ownership interest in a Unit, but does not reside within the geographic location identified as Leisure World.

“Occupant” means any person residing in a Dwelling Unit or Condominium Unit or any part thereof, for any duration.

“Occupancy Agreement” refers to the agreement between a Mutual and Member, under the terms of which said Members are entitled to enjoy possession of their respective Units and the use of facilities in Leisure World and further requires Members to pay Assessments.

“Occupancy” means the act, state, or condition of holding, possessing, or residing in a Dwelling Unit or Condominium.

“Operational Fund” refers to the fund established by Assessments received from Members.

“Orientation” refers to the required new buyer’s in-person appointment with the Mutual Board to review the prospective buyer’s paperwork, disseminate information pertinent to that Mutual Corporation, review the condition of the Unit, and answer any questions posed by the prospective buyer. Orientation may also refer to the new member orientation bus tour, where the context indicates.

“Owner” refers to the owner of a Condominium in Mutual 17.

“Pet” means any DOMESTICATED bird, cat, dog, or aquatic animal kept within an aquarium. Please no reptiles, rats, mice, farm animals, arachnids (spiders) or raucous-voiced birds.

“Policies” refers to both operational practices of the respective corporations, as well as a written rule or regulation. The Policies of GRF and the Mutuals address matter such as operations, administration, architectural design, finance, IT services, recreation, publication and the physical properties within the community.

“Qualified Member” is an eligible person who owns a Dwelling Unit or Condominium Unit and has been approved by GRF for Membership.

“Qualified Permanent Resident” means a person who meets both of the following requirements: (1) Was residing with the qualifying resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident; and (2) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident; or as otherwise defined by law.

“Reserves” means the monies that the Board has identified for use to defray the future repair or replacement of, or additions to, those major components that GRF is obligated to maintain.

“Reserve Fund” is that portion of the common expenses collected as part of the Assessments levied against the Condominium Units and Dwelling Units for the future repair and replacement of, or additions to, the major components which GRF (or the Mutuals, respectively) is obligated to maintain pursuant to the Governing Documents.

“Residential Purposes” means occupancy and use of a Dwelling Unit or Condominium Unit for dwelling purposes, and recreational and other purposes incidental to dwelling purposes, in conformity with an Occupancy Agreement, CC&Rs or other governing document, as well as the requirements imposed by applicable zoning or other laws or regulations, including any such laws or regulations limiting the number of persons who may occupy residential dwellings.

“Security” means the security services provided for the benefit of residents pursuant to Policy 3050-37, including, among other things supervising the use of the vehicle gates, patrolling the community on an intermittent basis, checking community facilities, wall security, and pedestrian gate security.

“Service Animal” is a dog that has been individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The task(s) performed by the dog must be directly related to the person's disability.

“Shareholder” refers to a Qualifying Resident approved by the Corporation to exclusively occupy a Dwelling Unit and to whom a Stock Certificate of GRF has been issued.

“Stock Certificate” refers to a certificate issued to a Member evidencing the Member's interest in the corporation, in such form and containing such provisions as the Board of Directors from time to time may determine.

“Title” refers to the legal evidence of a person's ownership rights in property; an instrument (such as a deed to a Condominium Unit or Stock Certificate for a Dwelling Unit) that constitutes such evidence.

“Transfer” means the act of transferring ownership of either a Dwelling Unit or a Condominium Unit from one party to another.

“Trust” means, depending on the context, the Declaration of Trust granting GRF the power, authority and duty to manage and govern certain property and the affairs of the Mutuals. “Trust” may also refer to a Shareholder’s Trust (i.e., an arrangement which exists whereby property is transferred with an intention that it be held and administered by the transferee, or trustee, for the benefit of another).

“Trustee” means, generally, someone who stands in a fiduciary or confidential relation to another. As used throughout these documents, a Trustee may refer to GRF, as the Trustee of the GRF Trust, or the trustee of a Shareholder’s Trust.

“Trust Property” refers to the recreational facilities and other property held in Trust by GRF for the benefit of the Members.

“Vesting” refers to ways to take title to California residential property (e.g., sole-ownership or co-ownership, such as by a trustee in trust, tenancy in common, joint tenancy, community property, community property with right of survivorship, etc.).

“Visitor” means a Guest who does not stay longer than twenty-four (24) hours.

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Building: xxx
xxxxxxxxxx

SHAREHOLDER MASTERFILE
Mutual xx

3/5/2018
Page 1

Unit	First Name	Last Name	Type	Carport	Home Phone
					(xxx) xxx-xxxx
xxx	xxxx	xxxx	Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph: (xxx) xxx-xxxx	CoRes Work Ph:
xx	xx		Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph: (xxx) xxx-xxxx	CoRes Work Ph:
					(xxx) xxx-xxxx
xxx	xxxx		Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph:	CoRes Work Ph:
xx	xx		Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph:	CoRes Work Ph:
					(xxx) xxx-xxxx
xxx	xxOxxxx	xxx	Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph:	CoRes Work Ph:
xxxx	xxxxxx	xxxxx	Non-Resident Co-Owner	xxx-xxx	
Res Cell Ph:		Res Work Ph:		CoRes Cell Ph:	CoRes Work Ph:

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COMMUNITY OPERATIONS**RESIDENT CO-OCCUPANTS****Qualified Permanent Resident and Co-Occupant Agreements**

Effective February 1, 1995,

In order to comply with Section 51.3 of the California Civil Code, the following classes of citizens may reside in Seal Beach Leisure World:

- ~~1. Resident Stockholder or Condominium Owner — a person 55 years of age or older.~~
- ~~2. Qualified Permanent Resident — a person under the age of 55 years who meets all of the following qualifications:~~
 - ~~a. Is 45 years of age or older, or is a spouse, cohabitant, or person providing primary physical or economic support to the resident stockholder.~~
 - ~~b. has an ownership interest in, or is in expectation of an ownership interest in the dwelling unit.~~
 - ~~c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.~~
3. **1. Co-Occupant – a person who meets all of the following qualifications:**
 - a. Is 55 years of age or older.
 - b. Has completed the co-occupant application.** ~~Does not have a financial interest or expectation of a financial interest in the dwelling unit.~~
 - c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
 - d. Has paid the required Amenities fee to the Golden Rain Foundation.**
- ~~4. Health Care Provider — a person of any age hired to provide live-in, long-term or hospice health care to the Resident Stockholder for compensation.~~

~~A Resident Stockholder who desires to have a Qualified Permanent Resident reside in a dwelling unit will be required to complete a Request for Additional Occupant Entry form and a Qualified Permanent Resident Agreement. Upon the death or dissolution of marriage, or upon~~

COMMUNITY OPERATIONS**RESIDENT CO-OCCUPANTS****Qualified Permanent Resident and Co-Occupant Agreements**

~~hospitalization or other prolonged absence of the Resident Stockholder, any Qualified Permanent Resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident.~~

~~A person hired to provide live-in, long-term or hospice health care to the Resident Stockholder for compensation is not eligible to become a Co-Occupant and may not use the community facilities. The Resident Stockholder should apply for a service pass. Upon the death or hospitalization or other prolonged absence of the Resident Stockholder, the health Care Provider has no right to continue his or her occupancy, residency or use of the dwelling unit and the service pass shall be surrendered to the Stock Transfer Office.~~

~~A person whose name appears on a share of stock as a Nonresident Co-Owner may not reside in Leisure World as a Qualified Permanent Resident or as a Co-Occupant.~~

~~A person who had the right to reside in Seal Beach Leisure World prior to February 1, 1995, shall not be deprived of the right to continue that residency on the same basis as a result of the adoption of this change in policy.~~

~~The Executive Director is directed to establish the procedure to implement this policy.~~

Policy

Adopted: 12 Jun 85

Amended: 15 Apr 86

Amended: 12 Apr 94

GOLDEN RAIN FOUNDATION**Seal Beach, California**

QUALIFIED PERMANENT RESIDENT AGREEMENTMortgage Area **Mutual** No. _____ File **Unit** No. _____

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 principal office and place of business in Orange County, California, and _____ (hereinafter referred to as "**Shareholder-Member**") and _____ (hereinafter referred to as "**Shareholder-Member**") and _____ (hereinafter referred to as "Qualified Permanent Resident");

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 (hereinafter called "Leisure World"), Seal Beach, Orange County, California, with the intent that its stockholders (hereinafter called "**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-Members**" is **are** the owner and holder of one share of common capital stock, Series _____ of the Corporation and ~~has~~ **have** a bona fide intention to reside in the project, and the Qualified Permanent Resident is qualified pursuant to Civil Code §51.3 to reside with the **Shareholder-Members**;

NOW THEREFORE, in consideration of the Mutual promises contained herein, the Corporation hereby consents to the Qualified Permanent Resident residing with the "**Shareholder-Members**" in Dwelling Unit NO. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The "**Shareholder-Members**" hereby covenant and agrees to pay to the Golden Rain Foundation **GRF** (hereinafter referred to as " **Foundation GRF**") an amount equal to the then current Initiation **Amenities** Fee payable for membership in the Foundation in the same amount as is required of all other joint-occupant members **Shareholder-Members** at Leisure World.

ARTICLE 2. CARRYING CHARGES

~~—The Qualified Permanent Resident acknowledges, covenants and agrees that in order to maintain residence with the Member that it is necessary that all monthly carrying charges as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Member be paid. That the Qualified Permanent Resident has, pursuant to the Civil Code, a right to continue in~~

QUALIFIED PERMANENT RESIDENT AGREEMENT

~~residence in the event of death, dissolution of marriage, upon hospitalization or other prolonged absence of the Member, but only in the event that the carrying charges due and payable for said unit are paid. The Qualified Permanent Resident covenants and agrees to be jointly liable with the Member for all such carrying charges and assessments related to said unit.~~

ARTICLE 3 2. OCCUPANCY AGREEMENT

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

ARTICLE 4 3.

The Qualified Permanent Resident agrees that no right held by the Qualified Permanent Resident to reside with the **Shareholder-Members** may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Qualified Permanent Resident will be allowed to reside with the Qualified Permanent Resident.

ARTICLE 5 4.

The Qualified Permanent Resident is entitled to use any and all of the facilities furnished and provided for **Shareholder-Members** of the Foundation **GRF** at Leisure World and the Qualified Permanent Resident shall be entitled to enjoy said facilities together with the right of occupancy with the **Shareholder-Members**.

ARTICLE 7 5.

The Qualified Permanent Resident covenants and agrees that he/she will comply with any and all pertinent regulations, bylaws, and rules of Corporation and Foundation related to occupancy, and will endeavor with the **Shareholder-Members** to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Qualified Permanent Resident acknowledges, that by his/her act and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the **Seal Beach Leisure World** community, that the same may result in the eviction of the Member and the Qualified Permanent Resident, and that there exists between the **Shareholder-Members** and the Corporation a Landlord-Tenant relationship. The Qualified

QUALIFIED PERMANENT RESIDENT AGREEMENT

Permanent Resident acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be a Qualified Permanent Resident pursuant to the provisions of California Civil Code §51.3.

SEAL BEACH MUTUAL NO. _____ UNIT _____ SHAREHOLDER-MEMBERS

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

~~APPROVED AND ACCEPTED~~
RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

By: _____ Date: _____
(Authorized Signature)

Policy

Adopted: 12 Jun 85
Amended: 12 Apr 94

GOLDEN RAIN FOUNDATION
Seal Beach, California

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CO-OCCUPANT AGREEMENTMortgage Area **Mutual** No. _____ File **Unit** No. _____

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 principal office and place of business in Orange County, California, (and _____ (hereinafter referred to as "**Shareholder-Member**") and _____ (hereinafter referred to as "**Shareholder-Member**") and _____ (hereinafter referred to as "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 (hereinafter called "Leisure World"), Seal Beach, Orange County, California, with the intent that its stockholders (hereinafter called "**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-Members**" is ~~are~~ the owner and holder of one share of common capital stock, Series _____ of the Corporation and ~~has~~ **have** 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-Members**" in Dwelling Unit No. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The "**Shareholder-Members**" hereby covenant and agrees to pay to the Golden Rain Foundation **GRF** (hereinafter referred to as "**Foundation GRF**") an amount equal to the then current Initiation **Amenities** Fee payable for membership in the Foundation in the same amount as is required of all other joint-occupant members **Shareholder-Members** at Leisure World.

ARTICLE 2. CARRYING CHARGES

The Co-Occupant acknowledges, covenants and agrees that in order to maintain residence with the "**Shareholder-Members**" that it is necessary that all monthly carrying charges as set

Revision Date: 2018-02-12

Page 1 of 4

Co-occupant Initials:

CO-OCCUPANT AGREEMENT

forth in Article 1 of the Occupancy Agreement between the Corporation and the Member be paid.

ARTICLE 3. OCCUPANCY AGREEMENT

The Co-Occupant acknowledges reading the Occupancy Agreement existent between the Corporation and the **"Shareholder-Members"** and agrees to be bound by all the terms and provisions therein contained as to residency, and the fact that said unit 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-Members"** 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-Members"** 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 any and all of the facilities furnished and provided for **Shareholder-Members** of the ~~Foundation~~ **GRF** at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of occupancy with the **Shareholder-Members**.

ARTICLE 6.

The Co-Occupant covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws, and rules of Corporation and ~~Foundation~~ **GRF** related to occupancy, and will endeavor with the **"Shareholder-Members"** to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her act and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the **Seal Beach Leisure World** community, that the same may result in the eviction of the **"Shareholder-Members"** and the Co-Occupant, and that there exists between the **"Shareholder-Members"** 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

CO-OCCUPANT AGREEMENT

event said individual ceases to be qualified pursuant to the provisions of California Civil Code §51.3 (2) (B).

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

SEAL BEACH MUTUAL NO. _____ UNIT _____ SHAREHOLDER-MEMBERS

By: _____ **Date:** _____
(Authorized Signature)

By: _____ **Date:** _____
(Authorized Signature)

~~APPROVED AND ACCEPTED~~
RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ **Date:** _____
(Authorized Signature)

CO-OCCUPANT

By: _____ **Date:** _____
(Authorized Signature)

CO-OCCUPANT AGREEMENT

Policy

Adopted: 12 Apr 94

**GOLDEN RAIN FOUNDATION
Seal Beach, California**

GOLDEN RAIN FOUNDATION
REQUEST FOR ADDITIONAL OCCUPANT ENTRY **QUALIFIED PERMANENT RESIDENT**

SHAREHOLDER-MEMBERS NAMES _____

MUTUAL _____ **UNIT** _____

1. Name of Qualifying **Permanent** Resident: _____

2. Address of Qualifying **Permanent** Resident: _____

3. Name of Additional Occupant: _____

4. Age of Additional Occupant: _____ Birth Date: _____ Relationship: _____

5. **3. Reason for request to admit Qualifying Permanent Resident (QPR) an Additional Occupant:** _____

6. **4. Is the Additional Occupant QPR the spouse or cohabitant of one of the Resident Shareholder-Members ?** _____

7. **Is the Additional Occupant providing primary physical support to the Resident?** _____
 — If yes, please describe the nature of the physical support being provided (attach a separate page if necessary) _____

8. **Is the Additional Occupant providing primary economic support to the Resident?** _____
 — If yes, please describe the nature of the primary economic support being provided (attach a separate page if necessary) _____

9. **5. Does the Additional Occupant QPR have an ownership interest in the Resident's Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership?** _____
 If yes, please describe the basis of the ownership interest and attach a copy of any documents showing such ownership interest (attach a separate page if necessary) _____

10. **6. Does the Additional Occupant QPR have an expectation of an ownership interest in the Resident's Shareholder-Members' apartment, Mutual share of stock, or Golden Rain Foundation membership?** _____
 If yes, please describe the source or basis of the expectation of an ownership interest and attach a copy of any document which describes or reveals the basis for such expectation of ownership (attach a separate page if necessary). _____

GOLDEN RAIN FOUNDATION
 REQUEST FOR ADDITIONAL OCCUPANT ENTRY **QUALIFIED PERMANENT RESIDENT**

The Mutual requires that the Additional Occupant **Qualifying Permanent Resident** be interested **Interviewed** by a member of the Board of Directors. You will be contacted to schedule an appointment for the interview. Please provide a telephone number where the Additional Occupant can be reached. Telephone number of Additional Occupant:

PHONE: _____

We certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at **Seal Beach**, California.

 Print Name of Qualifying Resident Print Name of Additional Occupant

 Signature of Qualifying Resident Signature of Additional Occupant

QUALIFIED PERMANENT RESIDENT (QPR)

 Print Name of QPR Signature of QPR Date: _____

 Print Name of Shareholder-Member Signature of Shareholder-Member Date: _____

 Print Name of Shareholder-Member Signature of Shareholder-Member Date: _____

GOLDEN RAIN FOUNDATION
REQUEST FOR ADDITIONAL OCCUPANT ENTRY **QUALIFIED PERMANENT RESIDENT**

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

☐ APPROVED ☐ DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

☐ APPROVED ☐ DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

Policy

Adopted: 12 Jun 85
Amended: 12 Apr 94

**GOLDEN RAIN FOUNDATION
Seal Beach, California**

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COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

Co-Occupants and Qualified Permanent Residents

The community facilities of the Golden Rain Foundation are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuals to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Initiation Fee listed in Policy 5061.

2. Qualified Permanent Residents

Text

- a. ~~Qualified Permanent Residents, as defined in California Civil Code Section 51.3(c)(1), shall be encouraged to have their names placed on the share of Mutual stock.~~
- b. Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)(2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Initiation Fee listed in Policy 5061.

3. Health Care Providers

- a. Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a month report of those health care persons residing in the Mutual.

Policy

Adopted: 31 Jan 95

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Jan 95)

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

COMMITTEE ACTION REQUEST

TO: MUTUAL ADMINISTRATION COMMITTEE
FROM: MUTUAL ADMINISTRATION OFFICE
SUBJECT: POLICY 7730 – MEMBER’S PERSONAL RECORDS
DATE: MARCH 13, 2018

On March 13, 2018, the Mutual Administration Committee reviewed Policy 7730 – Member’s Personal Records. The Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) renumber the Policy into the 1000 Series, as it does not belong in the Mutual 7000 series.

Policy 7730 – Member’s Personal Records is a policy for handling the the records of each Member in the Stock Transfer Office.

In addition, in researching Policy 7730 – Member’s Personal Records it was discovered that none of the housing Mutuals have adopted the policy.

I move to recommend MAC send it to the GRF BOD to renumber Policy 7730 – Member’s Personal Records in to the 1000 Series

MUTUAL OPERATIONS**ADMINISTRATIVE SERVICES****Member's Personal Records**

The Stock Transfer Office maintains a record of each Member's personal background and financial status, which is classified as "Very Confidential." It is for this reason that certain procedures have been established in the handling of our records and complying with the various reproductions requests. The following procedures should be followed when certain records are required by various sources:

1. All personal records are reviewed only by the person or persons authorized by the Board of Directors, usually the President or Vice President.
2. No file is permitted to be removed from the Stock Transfer Office unless accompanied by the Stock Transfer Agent, and is properly accounted for by a signed "out" register showing file number, date and reason for removal.
3. Individual Mutual lists of Members can be obtained by completing a reproduction requisition signed by the President of the Mutual. Once completed, the roster will be issued directly to the President, who, in turn, will distribute to those requesting same.
4. Master lists of all members' addresses can be obtained by completing a reproduction requisition supplied by the Stock Transfer Office and approved by the Golden Rain Foundation Board of Directors.

Mutual Administration

February 2018 - Monthly Reports

RECEPTION

MUTUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
ADMINISTRATION	45	53											45
DESK VISIT	99	123											99
DISTRIBUTION	6	7											6
FINANCE	100	62											100
GOLDEN AGE FOUNDATION	12	23											12
HEALTH CARE CENTER	29	31											29
HUMAN RESOURCES	43	56											43
IT	5	11											5
LIBRARY	9	6											9
LW NEWS	25	26											25
MUTUAL ADMINISTRATION	49	52											49
MEMBER RESOURCES	30	49											30
MISCELLANEOUS	32	34											32
PHYSICAL PROPERTY	58	65											58
PURCHASING	13	19											13
ON SITE SALES	3	3											3
RECREATION	25	31											25
RV	10	11											10
SECURITY	19	39											19
SERVICE MAINTENANCE	11	19											11
STOCK TRANSFER OFFICE	70	51											70
SUPERWIRE	14	14											14
TRANSPORTATION	8	19											8
2018 Totals:	715	804											1,519

Mutual Administration

February 2018 - Monthly Reports

LETTERS

MUTUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1 One	5	24											29
2 Two	13	14											27
3 Three	8	6											14
4 Four	2	35											37
5 Five	5	5											10
6 Six	0	15											15
7 Seven	11	3											14
8 Eight	7	4											11
9 Nine	3	4											7
10 Ten	0	9											9
11 Eleven	3	2											5
12 Twelve	2	7											9
14 Fourteen	5	3											8
15 Fifteen	15	11											26
16 Sixteen	2	0											2
17 Seventeen	0	1											1
2018 Totals:	81	143	0	0	0	0	0	0	0	0	0	0	224
2017 Totals:	94	534	98	640	157	274	224	1087	413	566	379	264	4,730
Insurance Cases	4	6											10

Budget Variance Report - JANUARY 2018

Mutual Administration - CC MAC

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6213100	Temporary Agency Fees	\$ (1,734.00)	Unfavorable-additional staff needed
6434120	Legal/Fair Housing	\$ 2,500.00	Favorable-use of legal counsel only when necessary
6438000	Other Professional fees	\$ 1,600.00	Favorable-no educational training scheduled at this time.
Total Explained Variances		<u>2,366</u>	

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Budget Comparison - GRF
01/31/2018

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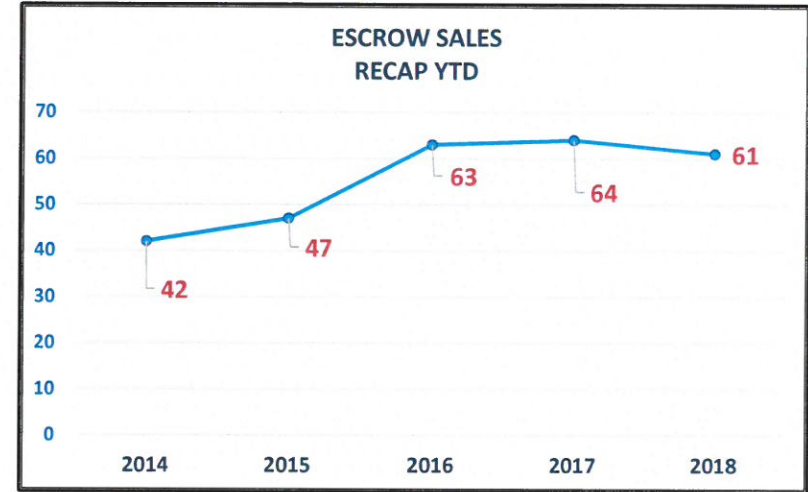
P.O. Box 2069
Seal Beach CA 90740

Jan Actuals	Jan Budget	Budget Variance	Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance	Annual Budget
Expenses - Mutual Administration								
31,886	31,967	81	6100000 MAC	Salaries & Wages - Mutual Admin	31,886	31,967	81	362,754
3,339	4,323	984	6140000 MAC	Employment Taxes - Mutual Admin	3,339	4,323	984	29,997
1,321	1,713	392	6142000 MAC	Workers' Compensation - Mutual Admin	1,321	1,713	392	16,034
2,087	2,325	238	6143000 MAC	Group Insurance - Medical - Mutual Admin	2,087	2,325	238	27,900
164	68	(96)	6143300 MAC	Group Insurance - Dental - Mutual Admin	164	68	(96)	816
56	35	(21)	6143500 MAC	Group Insurance - Vision - Mutual Admin	56	35	(21)	420
611	776	165	6144000 MAC	401(k) Match - Mutual Admin	611	776	165	8,804
135	137	2	6145000 MAC	Group Insurance - Life - Mutual Admin	135	137	2	1,644
114	160	46	6146000 MAC	Long Term Disability Insurance - Mutual	114	160	46	1,920
0	200	200	6211000 MAC	Continuing Education - Mutual Admin	0	200	200	1,200
1,734	0	(1,734)	6213100 MAC	Temporary Agency Fees - Mutual Admin	1,734	0	(1,734)	0
0	300	300	6214000 MAC	Meals & Special Events - Mutual Admin	0	300	300	1,800
0	15	15	6215000 MAC	Mileage - Mutual Admin	0	15	15	75
25	250	225	6410000 MAC	Office Supplies - Mutual Admin	25	250	225	3,025
18	0	(18)	6410015 MAC	Computer Supplies - Mutual Admin	18	0	(18)	1,200
162	125	(37)	6410030 MAC	Printer / Copier Supplies - Mutual Admin	162	125	(37)	500
0	2,500	2,500	6434120 MAC	Legal/Fair Housing - Mutual Admin	0	2,500	2,500	25,000
0	1,600	1,600	6438000 MAC	Other Professional Fees - Mutual Admin	0	1,600	1,600	8,000
105	0	(105)	6482000 MAC	Dues, Memberships & Books - Mutual Admin	105	0	(105)	800
0	0	0	6951000 MAC	Committee Discretionary Expense - Mutual	0	0	0	1,000
41,758	46,494	4,736		Total Expenses	41,758	46,494	4,736	492,889
41,074	41,074	0	5330000 MAC	Income / Refund from Mutuals - Mutual Ad	41,074	41,074	0	492,889
41,074	41,074	0		Total Cost Recovery	41,074	41,074	0	492,889
Off Budget Items								
(684)	(5,420)	4,736		Net Income / (Expense)	(684)	(5,420)	4,736	0

Stock Transfer
February 2018- Monthly Reports

ESCROW

MUTUAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1 One	6	2											8
2 Two	3	4											7
3 Three	0	3											3
4 Four	2	1											3
5 Five	2	3											5
6 Six	3	0											3
7 Seven	4	2											6
8 Eight	2	2											4
9 Nine	4	0											4
10 Ten	0	1											1
11 Eleven	2	1											3
12 Twelve	3	1											4
14 Fourteen	0	2											2
15 Fifteen	4	1											5
16 Sixteen	0	0											0
17 Seventeen	1	2											3
TOTALS:	36	25	0	0	0	0	0	0	0	0	0	0	61
MLS Active Listings at time of report	50	62											



ESCROW RECAP	SALES		Percentage Comparisons			Avg Price Per Home
	Sales	Prices	Sales		Prices	
Total through Feb 2018	61	16,769,199	2018	2014 - 2018		\$ 274,905
Total through Feb 2017	64	13,251,750	2017	-5%	27%	\$ 207,059
Total through Feb 2016	63	13,327,568	2016	2%	-1%	\$ 211,549
Total through Feb 2015	47	9,226,400	2015	34%	44%	\$ 196,306
Total through Feb 2014	42	8,232,800	2014	12%	12%	\$ 196,019

Stock Transfer February 2018- Monthly Reports

ATTORNEY TRUST REVIEWS

MUTUAL		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1	One	1	2											3
2	Two	1	1											2
3	Three	0	1											1
4	Four	0	0											0
5	Five	0	3											3
6	Six	2	1											3
7	Seven	1	1											2
8	Eight	0	1											1
9	Nine	1	0											1
10	Ten	2	2											4
11	Eleven	1	1											2
12	Twelve	0	1											1
14	Fourteen	3	2											5
15	Fifteen	0	1											1
16	Sixteen	0	0											0
17	Seventeen	1	1											2
2018 Totals:		13	18	0	0	0	0	0	0	0	0	0	0	31

Trust Reviews through February 2018:	31	-18.42%
Trust Reviews through February 2017:	38	

Stock Transfer

February 2018- Monthly Reports

REGISTRATIONS

MUTUAL		CAREGIVERS	DOGS	CATS	OTHERS	SERVICE ESA
1	One	15	93	43	5	8
2	Two	42	92	53	6	10
3	Three	14	55	24	2	4
4	Four	18	42	31	0	2
5	Five	23	46	26	2	2
6	Six	24	53	19	0	1
7	Seven	12	43	37	0	0
8	Eight	7	40	14	2	9
9	Nine	17	67	19	1	3
10	Ten	42	35	16	1	4
11	Eleven	13	25	10	1	4
12	Twelve	41	43	19	1	10
14	Fourteen	25	52	21	4	4
15	Fifteen	15	63	30	7	5
16	Sixteen	2	2	3	0	0
17	Seventeen	8	10	6	2	0
2018 Totals:		318	761	371	34	66

Total Pets & Animals:	1,232
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Note: Caregivers that did not re-register in December 2017 for 2018 are not included in the Caregiver counts

Stock Transfer
February 2018- Monthly Reports

STOCK TRANSFER REVENUE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Guest Passes	\$6,880	\$2,840											\$9,720
ID Card	\$300	\$280											\$580
Distribution - Copies	\$454	\$421											\$875
Supplies	\$539	\$374											\$913
Transfers	\$7,250	\$3,000											\$10,250
Co-Occupant Set-Up	\$600	\$600											\$1,200
Trust Review Fees	\$2,075	\$3,075											\$5,150
Realtor Passes	\$605	\$320											\$925
Map Sales	\$115	\$20											\$135
GRF Mutual 17 Leases	\$7,436	\$1,683											\$9,119
2018 Totals:	\$26,254	\$12,613	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,867

Stock Transfer

February 2018- Monthly Reports

TRANSFERS

TYPE OF TRANSFER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
SIMPLE TRANSFERS	14	5											19
MEMBERSHIP TRANSFERS	10	8											18
2018 Totals:	24	13	0	0	0	0	0	0	0	0	0	0	37

Simple Transfers include name changes, adding or removing of nonresident co-owners, and removal of owner members.

Membership Transfers are the addition of new owner members on title.

Stock Transfer

February 2018- Monthly Reports

GUEST PASSES

MUTUAL	#	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1 One	0	0	0											0
2 Two	4	124	52											176
3 Three	2	33	7											40
4 Four	0	0	0											0
5 Five	4	106	31											137
6 Six	4	0	26											26
7 Seven	4	71	20											91
8 Eight	2	23	20											43
9 Nine	0	0	0											0
10 Ten	4	50	24											74
11 Eleven	4	61	21											82
12 Twelve	4	43	30											73
14 Fourteen	4	29	15											44
15 Fifteen	4	139	35											174
16 Sixteen	4	9	3											12
17 Seventeen	0	0	0											0
2018 Totals:		688	284	0	0	0	0	0	0	0	0	0	0	972

Budget Variance Report - January 2018

Stock Transfer - Cost Center #33

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6100000	Salaries & Wages	1,357	Slight positive variance
6434115	Legal Fees - Trust Review	2,434	December bill accrued in December; accrual reversal and payment made in January.
5345000	Certificate Prep - Escrow - GRF	4,000	8 more escrows closed than budgeted in January
5345001	Certificate Prep - Non-Escrow	3,900	15 more non escrow certificates were prepared than budgeted in January

Total Explained Variances	11,691
---------------------------	--------

Budget Variance Report - January 2018
Copy & Supply Center - Cost Center #44

<u>GL Code</u>	<u>Account Description</u>	<u>Variance</u>	<u>Explanation</u>
6478000	Service Contracts	1,113	The December Konica invoices were accrued in December; the accrual was reversed and the payment made in January.
6484500	Postage	(1,000)	Higher than anticipated outgoing mail in January required replenishment of Postage. Postage is on a demand basis, and replenished as needed.
Total Explained Variances		<u>113</u>	

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P.O. Box 2069
Seal Beach CA 90740

Jan Actuals	Jan Budget	Budget Variance	Acct.#	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance	Annual Budget
Expenses - Stock Transfer								
16,654	18,011	1,357	6100000 33	Salaries & Wages - Mutual Admin	16,654	18,011	1,357	204,387
1,738	2,441	703	6140000 33	Employment Taxes - Mutual Admin	1,738	2,441	703	17,334
142	184	42	6142000 33	Workers' Compensation - Mutual Admin	142	184	42	1,718
1,806	1,381	(425)	6143000 33	Group Insurance - Medical - Mutual Admin	1,806	1,381	(425)	16,572
101	42	(59)	6143300 33	Group Insurance - Dental - Mutual Admin	101	42	(59)	504
45	35	(10)	6143500 33	Group Insurance - Vision - Mutual Admin	45	35	(10)	420
1	230	229	6144000 33	401(k) Match - Mutual Admin	1	230	229	2,610
96	71	(25)	6145000 33	Group Insurance - Life - Mutual Admin	96	71	(25)	852
76	83	7	6146000 33	Long Term Disability Insurance - Mutual	76	83	7	996
0	0	0	6211000 33	Continuing Education - Mutual Admin	0	0	0	500
37	127	90	6410000 33	Office Supplies - Mutual Admin	37	127	90	1,525
0	30	30	6410010 33	Hospitality - Mutual Admin	0	30	30	360
0	0	0	6410015 33	Computer Supplies - Mutual Admin	0	0	0	825
345	0	(345)	6410020 33	Equipment Expense - Mutual Admin	345	0	(345)	0
328	166	(162)	6410030 33	Printer / Copier Supplies - Mutual Admin	328	166	(162)	2,000
0	0	0	6410032 33	Photo ID Printing - Mutual Admin	0	0	0	1,500
0	0	0	6410033 33	Guest Pass Printing - Mutual Admin	0	0	0	14,000
(69)	2,365	2,434	6434115 33	Legal Fees - Trust Review - Mutual Admin	(69)	2,365	2,434	28,325
0	50	50	6435100 33	Bank Service Fees - Mutual Admin	0	50	50	600
109	112	3	6444000 33	Equipment Rental - Mutual Admin	109	112	3	1,344
0	42	42	6478000 33	Service Contracts - Mutual Admin	0	42	42	500
0	0	0	6482500 33	Election Expense - Mutual Admin	0	0	0	60,000
0	0	0	6483201 33	Mailouts - Periodic - Mutual Admin	0	0	0	250
21,408	25,370	3,962		Total Expenses	21,408	25,370	3,962	357,222
Other Cost Recovery								
18,500	14,500	4,000	5345000 33	Certificate Preparation Fee - Escrow - M	18,500	14,500	4,000	194,150
7,500	3,600	3,900	5345001 33	Certificate Preparation Fee - Non-Escrow	7,500	3,600	3,900	43,950
6,880	7,000	(120)	5380330 33	Guest Pass Income - Mutual Admin	6,880	7,000	(120)	15,200
2,075	2,645	(570)	5380332 33	Trust Processing Fee - Mutual Admin	2,075	2,645	(570)	31,740
300	50	250	5380333 33	Member ID Card Income - Mutual Admin.	300	50	250	600
115	60	55	5380334 33	Map Sales Income - Mutual Admin.	115	60	55	700
605	230	375	5380335 33	Realtor's Service Pass - Mutual Admin.	605	230	375	2,500
600	400	200	5385000 33	Other Income - Mutual Admin	600	400	200	4,800
36,575	28,485	8,090		Total Other Cost Recovery	36,575	28,485	8,090	293,640
5,299	5,299	0	5330000 33	Income / Refund from Mutuals - Mutual Ad	5,299	5,299	0	63,582
41,874	33,784	8,090		Total Cost Recovery	41,874	33,784	8,090	357,222

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Budget Comparison - GRF
01/31/2018

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P.O. Box 2069
Seal Beach CA 90740

Jan Actuals	Jan Budget	Budget Variance	Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance	Annual Budget
				Off Budget Items				
20,466	8,414	12,052		Net Income / (Expense)	20,466	8,414	12,052	0

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P.O. Box 2069
Seal Beach CA 90740

Jan Actuals	Jan Budget	Budget Variance	Acct #	Description	Y-T-D Actual	Y-T-D Budget	Budget Variance	Annual Budget
Expenses - Copy & Supply Center								
6,485	6,320	(165)	6100000 44	Salaries & Wages - Copy & Supply Center	6,485	6,320	(165)	71,723
687	838	151	6140000 44	Employment Taxes - Copy & Supply Center	687	838	151	5,980
50	64	14	6142000 44	Workers' Compensation - Copy & Supply Ce	50	64	14	603
451	909	458	6143000 44	Group Insurance - Medical - Copy & Suppl	451	909	458	10,908
12	10	(2)	6143300 44	Group Insurance - Dental - Copy & Supply	12	10	(2)	120
6	7	1	6143500 44	Group Insurance - Vision - Copy & Supply	6	7	1	84
57	126	69	6144000 44	401(k) Match - Copy & Supply Center	57	126	69	1,432
21	27	6	6145000 44	Group Insurance - Life - Copy & Supply C	21	27	6	324
23	32	9	6146000 44	Long Term Disability Insurance - Copy &	23	32	9	384
40	0	(40)	6211000 44	Continuing Education - Copy & Supply Cen	40	0	(40)	0
144	100	(44)	6410000 44	Office Supplies - Copy & Supply Center	144	100	(44)	1,200
0	6	6	6410015 44	Computer Supplies - Copy & Supply Center	0	6	6	50
286	674	388	6410030 44	Printer / Copier Supplies - Copy & Suppl	286	674	388	8,000
0	60	60	6435100 44	Bank Service Fees - Copy & Supply Center	0	60	60	720
1,817	1,733	(84)	6444000 44	Equipment Rental - Copy & Supply Center	1,817	1,733	(84)	23,960
0	49	49	6472000 44	Equipment Repair & Maintenance - Copy &	0	49	49	500
0	1,113	1,113	6478000 44	Service Contracts - Copy & Supply Center	0	1,113	1,113	16,669
0	0	0	6484000 44	Permits & Licenses - Copy & Supply Cente	0	0	0	100
4,000	3,000	(1,000)	6484500 44	Postage - Copy & Supply Center	4,000	3,000	(1,000)	30,000
(153)	0	153	6911500 44	Inventory Over / Short - Copy & Supply C	(153)	0	153	0
13,926	15,068	1,142		Total Expenses	13,926	15,068	1,142	172,757
Other Cost Recovery								
440	325	115	5380331 44	Copy Fee Income - Copy & Supply Center	440	325	115	7,500
440	325	115		Total Other Cost Recovery	440	325	115	7,500
13,771	13,771	0	5330000 44	Income / Refund from Mutuals - Copy & Su	13,771	13,771	0	165,257
14,211	14,096	115		Total Cost Recovery	14,211	14,096	115	172,757
Off Budget Items								
(527)	0	527	5990000 44	Materials Recovery - Copy & Supply Cente	(527)	0	527	0
527	0	(527)	6415000 44	Materials Pass-Thru - Copy & Supply Cent	527	0	(527)	0
0	0	0		Total Off Budget Items	0	0	0	0
285	(972)	1,257		Net Income / (Expense)	285	(972)	1,257	0