



SPECIAL MUTUAL ADMINISTRATION COMMITTEE

Agenda

Conference Room B
Wednesday, March 28, 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
Jessica Pellegrini, Recording Secretary
 - b. Rules of Order
 - c. Chair's Report
4. **Approval of Minutes – Not Applicable**
5. **Shareholder/Member Comments – Agenda Items Only**
(Limited to 3 minutes per person).
8. **Unfinished Business**
 - a. Glossary of Terms (Page 1 – 5)
9. **Shareholder/Member Comments**
(Limited to 3 minutes per person)
10. **President's Comments**
11. **Committee Member Comments**
12. **Next Meeting**
 - a. **Tuesday, April 10, 2018**
Administration Conference Room
13. **Adjournment**

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 Mutuels. “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.