

A G E N D A

PRESIDENTS' COUNCIL
September 6, 2018
Meeting Begins at 9:00 a.m.
Clubhouse Four, Section B

1. CALL TO ORDER, *PLEDGE OF ALLEGIANCE*
2. PRESIDENTS' OPEN FORUM (2-3 minutes per President)
3. ROLL CALL / INTRODUCTION OF ONE PRESIDENTS' GUEST
4. INTRODUCTION OF GUEST(S) AND STAFF:
 - Ms. Stone, GRF President
 - Mr. Ankeny, Executive Director
 - Ms. Hopkins, Mutual Administration Director
 - Mr. Weaver, Facilities Director
5. APPROVAL OF MINUTES FOR MEETING OF: **August 2, 2018**
6. FACILITIES DIRECTOR Mr. Weaver
7. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
8. EXECUTIVE DIRECTOR Mr. Ankeny
9. COUNCIL BUSINESS
 - Unfinished Business –
 - a. Update – Presidents' Council Bylaw Review Committee Dr. Coven
 - b. Update – Mutual Emergency Accommodations Procedure/Policy Mr. Carson
 - c. Update – Air Conditioning/HVAC/Heat Pump Units Policy Review Committee Ms. Thompson
 - d. Update – Email and Phone Number Provided by GRF
 - e. Update – Policy 7541 Co-Occupants, Qualified Permanent Residents, Ms. Luther-Stark
Health Care Providers (p.2-14)
 - New Business –
 - a. Discuss and Review Policy 7555 – Visitors (p.15-18)
 - b. Resales for 2018 Dr Coven
10. PRESIDENTS' COMMENTS (2-3 minutes per President)
11. ADJOURNMENT

NEXT MEETING: Thursday, October 4, 2018

MUTUAL OPERATIONS**DRAFT****RESIDENT REGULATIONS****Co-Occupants, Qualified Permanent Residents and Health Care Providers**

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

1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section **51.3 (b)(1)**, who are not members but are approved by the Mutuels to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9001 and 9002)
- b. In order to comply with section 51.3 of the California Civil Code, the following classes of citizens may reside in Leisure World Seal Beach.
 - i.) Is 55 years of age or older
 - ii.) Has completed the Co-Occupant Application
 - iii.) Has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the dwelling unit.
 - iv.) Has paid the required Amenities Fee to the Golden Rain Foundation

2. Qualified Permanent Residents

- a. Persons who are not senior citizens as defined in California Civil Code Section **51.3(b)(1)**, who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section **51.3(b)(2)**, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9003 and 9004)

3. Health Care Providers

- a. Permitted health care residents, as defined in California Civil Code Section **51.3(B)(7)**, 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 monthly report of those health care providers residing in the Mutual.

Application & Approval Co-Occupant

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

- | | |
|---|-----------|
| <input type="checkbox"/> Sign Cover Sheet Disclosure | Pages 1-2 |
| <input type="checkbox"/> Co-Occupant Application Form | Pages 3-4 |
| <input type="checkbox"/> Co-Occupant Agreement | Pages 5-7 |

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

Amenities Fee \$3,054 and Setup Fee \$100.00 is paid: Receipt # _____

ID Card Received: _____ Date _____ Staff _____

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

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder-Member Signature

x _____ Date: _____
Shareholder-Member Signature

Application & Approval
Co-Occupant

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

Shareholder – A person who owns one share of Mutual Corporation stock in Leisure World Seal Beach, Mutuals 1 to 16, and lives in the Mutual as a resident. This term does not apply to Mutual 17. This term was originally defined in the Mutual Bylaws. "ARTICLE X. FISCAL MANAGEMENT. Section 7. Miscellaneous. That in the By-Laws of this corporation, the term "member" and "Shareholder" are used interchangeably and shall have the same meaning and refer to those individuals owning the shares of stock of this corporation."

Member – A person who is a member of the Golden Rain Foundation (GRF). Only resident Shareholders can become members of the GRF. Non-resident co-owners (NRCO) are NOT members of the GRF and cannot request co-occupant approval for the unit. This term is defined in the GRF-BYLAWS ARTICLE II. Membership, SECTION III.

Shareholder-Member – a person who is a Shareholder and a Member of the GRF.

Co-Occupant Application

Golden Rain Foundation

Stock Transfer Office

Mutual/Unit:

Confidential Information
Maintained In GRF Corporate File

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

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

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

PLEASE ATTACH A COPY OF GOVERNMENT ISSUED PHOTO ID FOR PROOF OF AGE

Co-Occupant Application

Does the Co-Occupant have an expectation of ownership interest in the Shareholder-Members' Unit? _____

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

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

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

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Agreement

Mutual & Unit: _____

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

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

WHEREAS, the Shareholder-Members are the owner and holder of one share of common capital stock, Series of the Corporation and 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).

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

ARTICLE 1. CHARGES

The Shareholder-Members hereby covenant and agrees to pay the Golden Rain Foundation an amount equal to the then current Amenities Fee payable in the same amount as is required of all 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 forth in Article 1 of the Occupancy Agreement between the Corporation and the Shareholder-Members 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 of the terms and provisions therein contained as to residency, and the fact that said apartment is to be used for residential purposes only. The Co-Occupant agrees and acknowledges that

Co-Occupant Agreement

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 Members of the Foundation at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of Occupancy with the Shareholder-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 the 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 apartment is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her acts and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the 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 event said individual ceases to be qualified pursuant to the provisions of California Civil Code 51.3 (2) (B).

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

ARTICLE 7.

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

Co-Occupant Agreement

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

SHAREHOLDER-MEMBERS NAMES _____

MUTUAL _____ **UNIT** _____

1. Name of Qualifying Permanent Resident: _____
2. Address of Qualifying Permanent Resident: _____
3. Reason for request to admit Qualifying Permanent Resident (QPR):

4. Is the QPR the spouse or cohabitant of one of the Shareholder-Members ? _____
5. Does the QPR have an ownership interest in the 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)

6. Does the QPR have an expectation of an ownership interest in the 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). _____

The Mutual requires that the **Qualifying Permanent Resident** be **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:

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.

QUALIFIED PERMANENT RESIDENT (QPR)

Print Name of QPR	Authorized Signature	Date: _____
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Print Name of Shareholder-Member	Signature of Shareholder-Member	Date: _____
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GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

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

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

☐ APPROVED ☐ DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By _____ Title _____ Date _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No. _____ 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-Member(s)") shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the "Shareholder-Member(s)" 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 to Civil Code §51.3 to reside with the Shareholder-Member(s);

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

ARTICLE 1. CHARGES

The "Shareholder-Member(s)" hereby covenant and agrees to pay to the Golden Rain Foundation GRF an amount equal to the then current Amenities Fee in the same amount as is required of all Shareholder-Members at Leisure World.

ARTICLE 2. OCCUPANCY AGREEMENT

The Qualified Permanent Resident acknowledges reading the Occupancy Agreement existent between the Corporation and the "Shareholder-Member(s)" 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

QUALIFIED PERMANENT RESIDENT AGREEMENT

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 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 4.

The Qualified Permanent Resident is entitled to use any and all of the facilities furnished and provided for Shareholder-Members of the Golden Rain Foundation 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 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 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.

QUALIFIED PERMANENT RESIDENT AGREEMENT

SEAL BEACH MUTUAL NO. _____ UNIT _____ SHAREHOLDER-MEMBER(S)

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

By: _____ Date: _____
(Authorized Signature or Legal Guardian)

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Visitors – Mutuals One through 17**

NOTWITHSTANDING PREVIOUS BOARD ACTION, BE IT RESOLVED THAT Mutual No. 9, pursuant to California Civil Code Section 51.3, shall permit a member-resident to have a visitor or visitors in their unit cumulatively for a maximum of up to sixty (60) days per twelve-month period, and

FURTHER, the permission to have a visitor or guest includes the requirement that the visitor-guest shall only be permitted to visit while the resident member is in residence and present at the unit, and

FURTHER, the resident member may not vacate or be absent from the residence, and import others to be in the residence as a guest in the absence of the member-resident, and

FURTHER, at a time when the visiting person is spending the night at the unit, both the guest and the resident must be present in the unit.

NOTE: SOME MUTUALS HAVE FURTHER PARAGRAPHS (SEE SPECIFIC MUTUAL BELOW) THAT MAY BE IN ADDITION TO THE ABOVE, OR MAY ALTER THE ABOVE.

Mutual No. One (effective 09-27-01)

NOTWITHSTANDING PREVIOUS ACTION, a waiver may be granted THAT a resident may allow visitors to remain in the apartment during brief and temporary absences of the resident. The absence of the resident must be less than 48 hours and is to be for a part of the visitor's stay.

FURTHER, a waiver may be granted if the resident will be absent from the apartment for more than 48 hours during a visitor's stay, or if the resident is deceased or incapacitated, if the request for a waiver is directed to any Officer of the Board with notification given to the President.

Mutual No. Two (effective 11-18-99)

FURTHER, a resident may allow visitors to remain in the apartment during brief and temporary absences of the resident. The absence of the resident must be less than 48 hours and is to be for a part of the visitor's stay.

FURTHER, if the resident will be absent from the apartment for more than 48 hours during a visitor's stay, or if the resident is deceased or incapacitated, then a request for a waiver must be directed to the Mutual President.

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Visitors – Mutuals One through 17****Mutual No. Four (effective 07-08-15)**

FURTHER, that Mutual No. Four will waive the requirement that the shareholder be present at all times when a visitor is present.

FURTHER, a guest may stay overnight in a unit when the shareholder is not present if an emergency exists, and a waiver is obtained and approved by a Mutual No. Four Director, with notification given to the President of such decision.

Mutual No. Six (effective 01-25-00)

FURTHER, a guest may stay overnight in a unit when the resident is not present if an emergency exists, the number of days needed are short in duration and a waiver is obtained and approved by a Mutual No. Six director.

Mutual No. Seven (effective 11-21-00)

FURTHER, a guest may stay overnight in a unit when the resident is not present if an emergency exists, if the number of days needed are short in duration and a waiver is obtained and approved by a Mutual No. Seven officer.

Mutual No. Ten (effective 10-25-00)

FURTHER, a waiver may be granted in an emergency for a limited period of time, and

FURTHER, any request for a waiver shall be directed to the Mutual Board President for approval.

Mutual No. Eleven (effective 01-15-98)

FURTHER, a waiver may be granted in an emergency for a limited period of time, and

FURTHER, any request for a waiver shall be directed to the Mutual Board for Board approval.

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Visitors – Mutuals One through 17****Mutual No. Fourteen (effective 09-08-99)**

FURTHER, a waiver may be granted in an emergency for a limited period of time, and

FURTHER, any request for a waiver shall be directed to the Mutual President.

Mutual No. Fifteen (effective 09-16-96)

FURTHER, a waiver may be granted in an emergency for a limited period of time, and

FURTHER, any request for a waiver shall be directed to the Mutual President.

Mutual No. Sixteen (effective 8-16-10)

FURTHER, that the President (or Vice President in his/her place) and another director have the authority to grant a waiver so that a resident may allow visitors to remain in their apartment during a brief and temporary absence of the resident. The length of the absence of the resident and the waiver will be evaluated on a case-by-case basis and granted accordingly. The waiver must be signed by the president and a director. If circumstances are such that an extension is needed, the visitor is required to contact the president for an extension.

Mutual No. Seventeen (effective 12-15-00)

FURTHER, a waiver may be granted by a resident to allow visitors to remain in their apartment during brief and temporary absences of the resident. The absence of the resident must be no more than 48 hours or, if the resident is deceased or incapacitated, then a request for a waiver must be approved by the Mutual No. Seventeen Board of Directors.

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Visitors – Mutuals One through 17**

<u>MUTUAL ADOPTION</u>		<u>AMENDED</u>	<u>AMENDED</u>
ONE	07-25-96	10-28-99	09-27-01
TWO	07-18-96	11-18-99	
THREE	07-12-96		
FOUR	07-01-96	07-07-99	07-02-01, 07-08-15
FIVE	07-17-96		
SIX	07-23-96	01-25-00	
SEVEN	07-19-96	11-21-00	
EIGHT	07-22-96		
NINE	07-08-96		
TEN	07-24-96	10-25-00	
ELEVEN	01-15-98		
TWELVE	07-11-96		
FOURTEEN	07-26-96	09-08-99	
FIFTEEN	07-15-96	09-16-96	
SIXTEEN	07-15-96	08-17-09	08-16-10
SEVENTEEN	07-02-96	01-02-01	