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## **AB3182 AD HOC COMMITTEE**

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### **Agenda**

Clubhouse Four

Thursday, November 19, 2020

1:00 p.m.

To view the live AB3182 Ad Hoc Committee meeting:

- Go to [www.lwsb.com](http://www.lwsb.com)
- Click on the AB3182 Ad Hoc Meeting Live tab
- The tab will be active at 12:45 pm on the day of the meeting
- The live streaming uses YouTube Live and terminates at the close of the meeting

**1. Call to Order/Pledge of Allegiance**

**2. Roll Call/Notice of Quorum**

**3. Chairs Announcements**

- Introduction of Guests and Staff
  - Susan Hopewell, GRF President
  - Randy Ankeny, Executive Director
  - Corina Mancilla, Recording Secretary
- Rules of Order
- Chairs Report

**4. Shareholder/Member Comments** *(Limited to 3 minutes per person)*

**5. Approval of Minutes (N/A)**

**6. Correspondence (N/A)**

**7. Staff Reports (N/A)**

**8. Subcommittee Reports (N/A)**

**9. Unfinished Business (N/A)**

**10. New Business**

**11. Governing Documents**

- Adopt
  - 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fees, Fines and Deposits (pp. 1-2)
  - 50-3182-1, Renter/Lessee (R/L) – Fees (pp. 3-6)
- Amend
- Review
- Rescind

**12. Future agenda items**

**13. President's Comments**

**14. Next Meeting**

TBD

Clubhouse Four

**15. Adjournment**



## **FINANCE**

### **Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits**

The following schedule of fines, fees and deposits is established by the Golden Rain Foundation (GRF) for M/O's and R/L's. Any unpaid fines, fees or charges incurred by an R/L are the ultimate responsibility of the Member/Owner (M/O).

#### **1. M/O FEES**

Five Hundred (\$500) dollar Stock Transfer Office (STO) Rental Processing fee.

#### **2. M/O FINES:**

**2.1** Five Hundred (\$500) dollar fine for failure to surrender each GRF ID card.

**2.2** One Hundred (\$100) dollar fine for failure to surrender each GRF issued vehicle decal.

**2.3** One Hundred (\$100) dollar fine for failure to surrender each GRF Entry pass.

**2.4** One Hundred (\$100) dollar fine for failure to surrender each GRF issued caregiver pass.

#### **3. R/L FEES:**

**3.1** GRF Trust Property Use Fee (TPUF).

**3.1.1** TPUF is calculated as twenty-five (25) times the monthly GRF assessment and rounded up to the nearest dollar.

**3.1.2** The TPUF fee starting in January 2021 is \$4,127 per person. No financing permitted.

**3.1.3** Any TPUF refund will be prorated over five (5) year period based on lease date. If R/L moves out before five (5) years is up the excess will be refunded within sixty (60) days after R/L moves out of the Community. No partial years will be refunded.

**3.1.4** If R/L moves to another rented/leased Residential unit within thirty (30) days, the TPUF will be transferred to the new Residential unit.

**3.1.5** If R/L purchases a Residential unit in LW within thirty (30) days after their lease expires, the TRUF will be transferred to the purchased Residential unit.

**3.2** One Hundred (\$100) dollar annual non-refundable fee per animal registration.

**3.2.1** Mutual Board has the final say so on pets being allowed in the Mutual.



## **FINANCE**

### **Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits**

#### **4. DEPOSITS**

- 4.1** A refundable deposit of five hundred (\$500) dollars will be charged for each GRF renter ID card.
- 4.2** A refundable deposit of one hundred (\$100) dollars will be charged for each GRF renter issued vehicle decal.
- 4.3** A refundable deposit of one hundred (\$100) dollars will be charged for each GRF renter issued caregiver pass.

#### **Document History**

Adopted: XX XXX 20

**Keywords:** Fine Fee Deposit Rental



## MUTUAL ADMINISTRATION

### Member/Owner (M/O) Renter/Lessee (R/L) – Rules

#### 1. PURPOSE

To establish rules for the use of Trust Property by Member/Owner (M/O) and Renter/Lessee (R/L).

This policy only covers Golden Rain Foundation (GRF) requirements. The Mutuals will have their separate requirements addressed in the Mutuals' individual rules and policies.

#### 2. GENERAL INFORMATION

Member/Owners per the occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17's CCR(s): All **Shareholder/Members are solely responsible** for the actions of their R/L's; therefore they are solely responsible for the fines/fees and penalties incurred by their R/L's. Fines/Fees not paid by the R/L's and their guests will be assessed on the M/O account with the (GRF).

#### 3. M/O'S IN MUTUAL SEVENTEEN

- 3.1. All current Mutual 17 M/O's will remain under their old agreements as long as the current R/L remains in the Residential unit. When they move out the M/O will then be subject to this rule.
- 3.2. All M/O's who rent/lease their Residential unit on or after January 1, 2021 must adhere to this new rule.

#### 4. R/L'S IN MUTUAL SEVENTEEN

- 4.1. All current Mutual 17 R/L's will remain under their old agreements until they move out of their Residential unit.
- 4.2. All new R/L's in Mutual 17 on or after January 1, 2021 must follow the rules laid out in Section 7.

#### 5. LESSOR – M/O FOR ALL MUTUALS

- 5.1. Any M/O who rents their unit in Leisure World **must** give up their use of all amenities during the time their unit is rented. When moving back into the Community their privileges will be reinstated except for the following:
  - 5.1.1. All RV leases and 1.8 acres (Mini farms) leases will be terminated the date the rental agreement takes effect. M/O's can be added to the waiting list(s) the day they move back into the Community, but no spaces will be guaranteed.



## **MUTUAL ADMINISTRATION**

### **Member/Owner (M/O) Renter/Lessee (R/L) – Rules**

#### **6. THE M/O'S IN ALL MUTUALS MUST DO THE FOLLOWING BEFORE THE RENTAL CAN BE COMPLETED:**

- 6.1. Each M/O must pay a non-refundable STO Processing Fee. See 40-3182-2.
- 6.2. ID CARDS: Return all GRF issued ID Cards for the unit to the Stock Transfer Office (STO). Failure to return the card(s) will result in a fine. See 40-3182-2, for amount.
- 6.3. Have vehicle(s) (R/V/car/truck/golf cart/scooter/bicycle/motorcycle) decals removed by the Security Department (SD). Security will give the M/O a form with all vehicles listed at their unit, signed off by SD as confirming decals have been removed. If any of the vehicles listed have been transferred, proof of such transfer will be needed. The form is to be given to the STO. All M/O vehicles listed must be removed from the Community. Any vehicles owned by the M/O that are not removed from Trust Property, will be towed at the owner's expense.
  - 6.3.1. M/O RV Lot lease will expire the day the Residential unit lease commences, and the M/O must remove any RV's from the RV Lot within thirty (30) days of effective day of lease. Failure to remove vehicle will result in towing at owner's expense.
- 6.4. ENTRY PASSES: All GRF issued entry passes (4) assigned to this Residential unit must be returned to the STO. Failure to return will result in a fine. See 40-3182-2.
- 6.5. CAREGIVER PASSES: All GRF issued caregiver passes must be returned to the STO. Failure to return will result in a fine. See 40-3182-2.

#### **7. THE R/L IN ALL MUTUALS MUST DO THE FOLLOWING BEFORE THE RENTAL CAN BE COMPLETED:**

- 7.1. Satisfy all rules, regulations and policies for meeting the age-qualifications for residing in the community.
- 7.2. Pay a five (5) year prorated GRF Trust Property Use Fee (TPUF). See 40-3182-2. All R/L moving into the community must pay the TPUF. The TPUF for 2021 is \$4,127.
- 7.3. Pay a refundable deposit per GRF ID Card. See 40-3182-2. All R/L living in the unit must have a GRF ID Card. When moving out, the deposit(s) will be returned within sixty (60) days after relinquishing the card(s).
- 7.4. Pay a refundable deposit per vehicle (R/V/car/truck/golf cart/scooter/bicycle/motorcycle) decal affixed by the Security Department (SD). All vehicles on GRF Trust Property must have a decal. Deposit(s) will be returned within sixty (60) days after decals have been removed by the SD and a signed form by the SD has been turned into the STO. See 40-3182-2 for amount.
- 7.5. The following fees must be paid prior to moving in: See 40-3182-2.



## **MUTUAL ADMINISTRATION**

### **Member/Owner (M/O) Renter/Lessee (R/L) – Rules**

- 7.5.1. Pet registration (if allowed by Mutual), an annual non-refundable fee per animal is required. See 40-3182-2. This includes emotional support, comfort, or service animals. See 50-1023-1 for paperwork requirements.

### **8. ACCESS TO COMMUNITY BY M/O**

If the M/O requires access to the Community as a member of the Health Care Center (HCC) and wishes to continue as such, or to manage the M/O's affairs with his/her Residential unit (i.e. maintenance, attending to their R/L, etc.) they will need to do the following:

- 8.1. Contact the HCC to arrange access to the Community for their appointments.
- 8.2. Contact the SD to arrange temporary access to the Community for the limited purpose to attend to their Residential unit and/or R/L.

### **9. ANNUAL ASSESSMENT PACKAGE**

When the annual packet containing next year's assessment amounts, disclosures and current year property tax amounts are mailed to M/O, there will be no entry passes included.

### **10. FINES**

Fines can be appealed by the M/O only, by petitioning the Finance Committee (FC). If FC does not approve removing the fine and it is not paid by the M/O, the fine will be assessed on the M/O's account with GRF. Appealing the FC's decision can be made to the Community Violation Panel. (See 30-5093-3).

### **11. RENTER/LESSEE (R/L) IN ALL MUTUALS**

The R/L will be required to follow the same GRF rules as anyone owning or living in the Community. See website [lwsb.com](http://lwsb.com), for all GRF rules, and the M/O is ultimately responsible for the actions and conduct of their R/L's.

### **12. ADDITIONAL INFORMATION**

- 12.1. To lease a space in the RV Lot, see 70-1487-1. If the R/L moves out of the Community, this vehicle will need to be removed immediately. Any monies for the months remaining on the R/L's lease will be returned to the R/L within sixty (60) days.
- 12.2. To lease a space in the 1.8 acres (Mini farms), see 70-1447-1 for leasing a space. If the R/L moves out of the Community, this lease will be terminated immediately. Any monies for the months remaining on the R/L's lease will be returned to the R/L within sixty (60) days.



## MUTUAL ADMINISTRATION

### Member/Owner (M/O) Renter/Lessee (R/L) – Rules

- 12.3. No entry passes will be given to the R/L. All guests will need to be called in at the main gate.

#### Document History

Adopted: XX XXX 20

**Keywords:** Member      Owner      Renter      Lessee