
Board of Directors

Agenda

Clubhouse Four

Wednesday, December 23, 2020, 10:00 a.m.

Via Live Stream

To view the live GRF Board meeting:

- Go to www.lwsb.com
- The live streaming uses YouTube live and terminates at the close of the meeting

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
 - a) Announcements
- 4) Seal Beach City Council Member's Update
- 5) Health Care Advisory Board Update (pp. 1-10)
- 6) Shareholder/Member Comments
 - a) Written, submitted prior to meeting
 - b) Verbal, via live streaming

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. (Civ. Code §4925(b).) Time limits, per speaker, are limited to:

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 – minute limit per speaker, 16 - 25 speakers
 - 2 – minute limit per speaker, over 26 speakers
- 7) Consent Calendar (pp. 11-40)
 - a) Committee/Board meetings for the Month of October (pp. 11-12)
 - i) Minutes of the Executive Committee Board Meeting of November 13, 2020
 - b) GRF Board of Directors Minutes, November 24, 2020 (pp. 13-24)
 - c) Special GRF Board of Directors Minutes, December 15, 2020 (pp. 25-26)
 - d) December GRF Board Report, dated December 23, 2020 (pp. 27-32)
 - e) Accept Financial Statements, November 2020, for Audit (pp. 33-40)
 - f) Approve Reserve Funds Investment Purchase (attached)
 - g) Approve Capital Funds Investment Purchase (attached)

8) Reports

- a) AB 3182 Ad Hoc Committee
- b) Bulk Cable Services Ad hoc Committee
- c) Covid-19 Ad hoc Committee
- d) Strategic Planning Ad hoc Committee
- e) Website Ad hoc Committee

9) New Business

a) General

- i) Accept Donation, Golden Age Foundation (Mrs. Perrotti, pp. 41-42)

b) AB 3182 Ad Hoc Committee

- i) **FINAL VOTE:** Adopt 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits (Mrs. Damoci, pp. 43-46)
 - ii) **FINAL VOTE:** Adopt 50-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) – Rules (Mr. Pratt, pp. 47-52)
 - iii) Amend 30-1001-5, Glossary of Terms (Ms. Stone, pp. 53-58)
 - iv) **TENTATIVE VOTE:** Amend 30-5093-1, Member Rules of Conduct (Mr. Massetti, pp. 59-62)
 - v) Amend 50-1201-1, GRF Identification Cards (Mr. Melody, pp. 63-66)
 - vi) Amend 50-1201-2, GRF Identification Cards – Fees (Mr. Doderio, pp. 67-68)
 - vii) Adopt 50-1641-4A, Seal Beach Mutual Lease Agreement (Ms. Levine, pp. 69-72)
 - viii) Amend 50-1641-4, Seal Beach Mutual Seventeen, Lease Agreement (Ms. Gerber, pp. 73-76)
 - ix) Amend 50-1630-4A, Notice of Disclosures, in Membership Transfers (Mr. Slutsky, pp. (pp. 77-84)
 - x) Consent Calendar: SB 3182 Forms: (Mr. Pratt, pp. 85-90)
 - 1. Adopt 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 2-12 and 14-17 Form (pp. 85-86)
 - 2. Adopt 50-3182-4A, Decal and ID Card for Renter/Lessee (R/L) – Mutuals 2-12 and 14-17 Form (pp. 87-88)
 - 3. Adopt 50-1640-4A, Renters/Lessees Emergency Contact Form (pp. 89-90)
- ### c) COVID-19 Ad hoc Committee
- i) Adopt and Implement 70-1448-3R, Emergency Operational Rule – Mission Park, Phase Two (Ms. Snowden, pp. 91-94)

- d) Executive Committee
 - i) Approve Workers' Compensation Policy Renewal (Ms. Rapp, pp. 95-96)
- e) Finance Committee
 - i) Capital Funding Request – Replace Copy and Supply Center Shredder (Mr. Friedman, pp. 97-102)
 - ii) Non-budgeted Operating Funding Request – Prepaid Microsoft Support (Ms. Isom, pp. 103-104)
- f) Recreation
 - i) Amend 70-1447-1, Use of Community Facilities, Mini Farm Rules (Ms. Rapp, pp. 105-110)
 - ii) Amend 70-1487-1, Recreational Vehicle Lot (RVL), Rules and Regulations (Ms. Heinrichs, pp. 111-118)
 - iii) Amend 40-1488-6, Mini Farm, 1.8 Acres, Lease Agreement (Ms. Gerber, pp. 119-126)
 - iv) Amend 70-1489-6, LW Trailer Club, Lease Agreement (Mr. Friedman, pp. 127-136)
 - v) Emergency Addition to Agenda (Ms. Hopewell, pp. 137-138)
 - vi) Amend 40-1487-6, RV Lot Lease Agreement (Mr. Massetti, pp. 139-149)
- 10) Board Member Comments
- 11) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **January 26, 2021, 10:00 a.m.**, Clubhouse Four.

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Your Health Care Center, Your Way.

*Seal Beach Leisure World
Health Care Center
December 23, 2020 update*

Serving the Leisure World Community

Commitment to a best-in-class health care center providing exceptional patient experience

Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee




Modern HealthCare with Heart

Health Care Center Virtual Open House

- *Virtual tour coming soon!*
- Will be available to all residents via the Optum Leisure World Health Care Center website
- Accessible on any smartphone, tablet, or computer using Chrome web browser
- Before and After photo gallery will also be posted



Optum Primary Care Doctors



Welcome Dr. Chun

Sophia Chun, MD Internal Medicine, Physical Medicine and Rehabilitation	Christopher Chung, MD Family Medicine, Geriatric Medicine	Ellen Dayon, MD Internal Medicine	Rudolf Haider, MD Family Medicine	Lisa Markman, MD Endocrinology	Nancy Smith, MD, JD Family Medicine	Sullyvan Tang, MD Internal Medicine	Sarah Yi, FNP-C Family Medicine
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Working together to keep you healthy

Dr. Chun Highlights

- Started at the Health Care Center September 8th
- Languages spoken are English and Korean
- Medical school: Loma Linda University
- Internship/Residency institute: Loma Linda University
- Dr. Chun is board certified specializing in internal medicine and physical medicine & rehabilitation
- Featured in LW Weekly

Optum Flu Shot Clinics

- Both drive-through clinics were highly successful!
- Approximately **1,200** flu vaccines were administered to between the two clinic dates
- ***Special thanks to Clubhouse 4, the volunteers and to the Cal State Long Beach nursing students!***
- Received lots of positive resident feedback
- Flu shots are available at the HCC by appointment only or when seeing a primary care physician



Photos by Patty Marsden

OptumCare Flu Shot Clinic

*With help from California State University, Long Beach, nursing students, OptumCare administered free flu shots to Leisure World residents who may have missed their first opportunity on Oct. 1. Above: Nancy O'Neil of Mutual 6 gets a flu shot from CSULB student Dayana Phon at a drive-up station. Below: Students Craig Wigboldy and Nikki Le and volunteer Dottie Dickerson of Mutual 2 man a walk-up station.



Community Benefit Projects

Happiness Project

- Anticipate a January rollout
- Comprehensive program that will include 3 distinct areas:
 - Lectures from Dr. Smith (maybe others)
 - Exercise sessions led by Jeremy LW Physical Therapist
 - Medication sessions led by our social workers
- Sessions will be videotaped and made available to all residents

Fitness Centers

- Exploring possible opportunities for Optum to collaborate with Golden Rain Foundation to enhance the exercise and physical activity programs

What's Coming Next

- Bone density scans now available at the Health Care Center
- Ultrasound delay due to staffing constraints with radiology provider. Anticipate January availability
- Dr. Park (Podiatrist) expanded schedule to one day a week
- COVID-19
 - Ongoing availability of COVID-19 testing for symptomatic patients
 - Planning underway for COVID-19 vaccine rollout for 2021

Spread Holiday Cheer



Share the love this holiday season

More than ever, this is the time to share the holiday spirit with those around you.

Whether you have a busy festive season ahead or you'll be enjoying some peace and quiet, make time to:

- Have a (virtual) coffee hour with friends
- Deliver holiday treats to your neighbors
- Unwind and focus on yourself

We're thankful to serve the Leisure World Community. From all of us at the HCC, we wish you and your loved ones a safe and happy holiday season!



Monarch HealthCare®
Part of OptumCare®

Monarch HealthCare is the HMO network
for OptumCare Medical Group



A Better Future Together!



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In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following November 2020 Committee meeting:

- Minutes of the Executive Committee Board Meeting of November 13, 2020

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, they are available upstairs at the Administration Office. Please see the receptionist.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
November 24, 2020**

CALL TO ORDER

President Susan Hopewell called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, November 24, 2020, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Jackie Dunagan, President of the Presidents' Council and of Mutual Fifteen, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Snowden, Stone, Hopewell, Rapp, Heinrichs, Damoci, Melody, and Friedman were present.

Directors Pratt, Gerber, Thompson, Slutsky, Doderer, Levine, Isom, and Massetti participated virtually, by Zoom.com. The Executive Director and the Director of Finance were also present.

Seventeen Directors participated, with a quorum of the voting majority.

ANNOUNCEMENTS

The GRF Board met in an Executive Session meeting on October 2, 2020.

SERVICE ANNIVERSARIES AND EMPLOYEES OF THE MONTH

To minimize the number of required attendees at today's meeting, we are postponing the service awards and staff commendations.

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council member Sandra Massa-Lavitt was unable to provide an update on the proceedings of the Seal Beach City Council meeting.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

The Health Care Center Administrator presented an update on the Health Care Center.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4-minute limit per speaker, when there are no more than 15 speakers
- 3-minute limit per speaker, 16 - 25 speakers
- 2-minute limit per speaker, over 26 speakers

No members offered comments at the meeting and no members offered written comments, submitted prior to the meeting.

CONSENT AGENDA

The consent agenda included Committee/Board meeting minutes for the month of October 2020, the minutes of the October 27, 2020 Board meeting, the October GRF Board Report, dated November 24, 2020, acceptance of the Financial Statements, October 2020, for Audit and Reserve Funds Investment Purchase.

The Consent Agenda was adopted, as presented.

REPORTS

The reports of the Chairs of the AB 3182 Ad hoc Committee, the Bulk Cable Services Ad hoc Committee, the COVID-19 Ad hoc Committee, the Chair of the Strategic Planning Ad hoc Committee, and the Website Redesign Ad hoc Committee were presented.

NEW BUSINESS

General

Emergency Action – Public Safety/Purple Tier

Mrs. Perrotti MOVED seconded by Ms. Gerber -

TO close all outdoor activities under public health and safety concerns, effective November 25, 2020, including Veterans' Plaza, the Golf Course, Mission Park, and the Amphitheater, for a period of

three weeks.

Six Directors and the Executive Director spoke on the motion.

The motion was carried with three no votes (Friedman, Melody, Thompson).

28-Day Notifications to the Membership

FINAL VOTE: Amend 70-1412.2-1, Smoking Prohibition

At its meeting on October 5, 2020, the Recreation Committee recommended the GRF Board amend 70-1412.02-1, Smoking Prohibition.

At its meeting of October 27, 2020, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the October 29 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1412.02-1, Smoking Prohibition, during the 28-day notification to the membership period.

Mr. Melody MOVED, seconded by Ms. Rapp –

TO amend 70-1412.02-1, Smoking Prohibition, expanding the smoking prohibition to all GRF amenities and including “vaping” to products prohibited at all GRF amenities, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously.

FINAL VOTE: Amend 70-1447-1 Use of Community Facilities, Mini Farm - Rules

At its meeting on October 05, 2020, the Recreation Committee recommended the GRF Board amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules.

At its meeting of October 27, 2020, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the October 29 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with the Davis-Stirling Act, Civil Code §4360.

Twelve items of correspondence were received, regarding amendment of 70-1447-1, Use of Community Facilities, Mini Farm – Rules, during the 28-day notification to the membership period.

Ms. Levine MOVED, seconded by Ms. Rapp –

TO amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules, establishing that Mini Farm plots holders must be GRF Members in good standing, adding a prohibition against alcoholic beverages, animals (excepting Qualified Service Animals), firearms, and radios, and establishing rules for the length of leases and plot abandonment. Further, amended are lessee responsibilities of the plots, lessee guests, establishing plot maintenance expectations, and establishing conditions for vacating a plot. Additionally, establishing lease non-compliance actions, and informing plot holders that the Recreation Department has the right to review and adjust operating rules and to enter any plot at any time is included, as presented.

Fourteen Directors, the Executive Director and the Library Operations Supervisor spoke on the motion.

The motion was carried with six recusals (Heinrichs, Hopewell, Isom, Perrotti, Rapp, Snowden).

AB 3182 Ad hoc Committee

TENTATIVE VOTE: Adopt 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits

On September 28, 2020, Governor Newsom signed [AB 3182](#) into law, which goes into effect January 1, 2021. The new law requires revision of all governing documents to include but be limited to:

- Voids rental caps more restrictive than 25%;
- Allows 30-day lease restrictions but appears to void anything greater than 30 days (law firms are split on this point);
- Mandates all associations amend their governing documents;
- Voids restrictions on January 1 but allows associations until December 31, 2021 to amend their governing documents; and
- Imposes a penalty of \$1,000 on associations that do not comply.

Golden Rain Foundation Board Meeting Minutes, November 24, 2020

GRF, acting under management agreements with the Mutuals, must supply support services as directed and on behalf of the Mutual Boards policies to be complaint with provisions of AB3182. GRF membership is a requirement to dwell within the community including reasonable use policies and fees. 40-3182-2 is required for GRF to be compliant with AB 3182.

Mrs. Damoci MOVED, seconded by Mrs. Perrotti-

TO adopt 40-3182-2, Member/Owner (MO) and Renter/Lessee (R/L) Fines, Fees and Deposits, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

TENTATIVE VOTE: Adopt 50-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) – Rules

On September 28, 2020, Governor Newsom signed [AB 3182](#) into law, which goes into effect January 1, 2021. The new law requires revision of all governing documents to include but be limited to:

- Voids rental caps more restrictive than 25%;
- Allows 30-day lease restrictions but appears to void anything greater than 30 days (law firms are split on this point);
- Mandates all associations amend their governing documents;
- Voids restrictions on January 1 but allows associations until December 31, 2021 to amend their governing documents; and
- Imposes a penalty of \$1,000 on associations that do not comply.

GRF, acting under management agreements with the Mutuals, must supply support services as directed and on behalf of the Mutual Boards policies to be complaint with provisions of AB3182. GRF membership is a requirement to dwell within the community including reasonable use policies and fees. 50-3182-1 is required for GRF to be compliant with AB 3182.

Ms. Gerber MOVED, seconded by Mr. Melody-

TO adopt 50-3182-1, Member/Owner (MO) and Renter/Lessee (R/L) – Rules, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.

Three Directors spoke on the motion.

The motion was carried unanimously.

Architectural Design & Review Committee

Operations Funding Request – Landscape Contract – Community Facilities Maintenance

The landscape contract for Community Facilities Maintenance expires on December 31, 2020. The Physical Property Department sent out an RFP to four contractors and received the following bids:

Bid Summary							
Landscape Maintenance - Community Facilities 2021-2022-2023							
Project # 960-20							
Bidder	Year 1 - monthly	Year 1	Year 2 - monthly	Year 2	Year 3 - monthly	Year 3	3 Year Total
Anguiano Lawn Care	\$ 14,320.00	\$ 171,840.00	\$ 14,320.00	\$ 171,840.00	\$ 14,320.00	\$ 171,840.00	\$ 515,520.00
J & J Landscaping	\$ 10,100.00	\$ 121,200.00	\$ 10,300.00	\$ 123,600.00	\$ 10,500.00	\$ 126,000.00	\$ 370,800.00
Pinnacle Landscape Management	\$ 17,146.00	\$ 205,752.00	\$ 17,746.00	\$ 212,952.00	\$ 18,367.00	\$ 220,404.00	\$ 639,108.00
Total Landscape Maintenance	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid

The current contractor is Anguiano Lawn Care, and the current yearly contract cost is Community Facilities - \$171,840. Funding for the Community Facilities 2021 budget is \$179,000.

At a special meeting on November 12, 2020 the Architectural Design Review Committee (ADRC) unanimously recommends the GRF Board award a three-year contract to J&J Landscaping for the Community Facilities Landscape Maintenance at a total cost of \$370,800. Specifications were attached as exhibit A, in the agenda packet. The proposal was attached as exhibit B, in the agenda packet.

Ms. Levine MOVED, seconded by Mr. Melody –

TO award a contract to J&J Landscaping for the Community Facilities Landscape Maintenance, at a cost of \$370,800, for a three-year term, Operations funding, and authorize the President to sign the contract.

Nine Directors, the Executive Director and the Facilities Director spoke on the motion.

The motion was carried with one no vote (Stone) and one abstention (Damoci).

Operations Funding Request – Landscape Contract –Golf Course

The landscape contract for the Golf Course Maintenance expires on December 31, 2020. The Physical Property Department sent out an RFP to four contractors and received the following bids:

Landscape Maintenance - Golf Course 2021-2022-2023							
Project # 959-20							
Bidder	Year 1 - monthly	Year 1	Year 2 - monthly	Year 2	Year 3 - monthly	Year 3	3 Year Total
Anguiano Lawn Care	\$ 15,003.81	\$ 180,045.72	\$ 15,003.81	\$ 180,045.72	\$ 15,003.81	\$ 180,045.72	\$ 540,137.16
J & J Landscaping	\$ 13,700.00	\$ 164,400.00	\$ 13,950.00	\$ 167,400.00	\$ 14,200.00	\$ 170,400.00	\$ 502,200.00
Pinnacle Landscape Management	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid
Total Landscape Maintenance	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid	did not bid

The current contractor is Anguiano Lawn Care and the current yearly contract costs for the Golf Course is \$168,267. Funding for the Golf Course 2021 budget is \$176,700.

At a special meeting on November 12, 2020, the Architectural Design Review Committee unanimously recommended the GRF Board award a three-year contract to J&J Landscaping, for the Golf Course Landscape Maintenance, at a total cost of \$502,200. Specifications attached as exhibit A, in the agenda packet. Proposal is attached as exhibit B, in the agenda packet.

Ms. Heinrichs MOVED, seconded by Mr. Dodero–

TO award a contract to J&J Landscaping for the Golf Course Landscape Maintenance, at a total cost of \$502,200 for a three-year term, Operations funding, and authorize the President to sign the contract.

Three Directors spoke on the motion.

The motion was carried with one no vote (Stone) and one abstention (Damoci).

Consent Agenda: Update GRF Committee Charters

The consent agenda: update GRF Committee Charters (Communications/IT, Mutual Administration, Physical Property, and Recreation) was approved, as presented.

The President called for a 15-minute break at 11:42 a.m.

Consent Agenda: COVID-19 Ad hoc Committee

The consent agenda to adopt and implement 70-1448-3R, Emergency Operational Rule-Mission Park, Phase One and to adopt 70-1448-3S, Emergency Operational Procedures – Pool and Spa, Phase One, was presented.

Ms. Snowden MOVED, seconded by Ms. Rapp, and carried unanimously-

TO remove the consent agenda and include it on the December GRF Board of Directors' agenda.

Finance Committee

Consent Agenda: Leases

The consent agenda to approve the Friends of the Library Club, the Genealogy Club, the Golden Age Foundation, the Historical Society Club, the GRF And LW Trailer Club, the Radio Club, the Rolling Thunder Club, the Theater Club, the Video Producers Club and Mutual Eight, was approved, as presented.

Conceptual Approval – Exclusive Use of Trust Property, Building Five

At the November 16, 2020 meeting of the Finance Committee, the Committee reviewed a request from the Executive Director for conceptual review under Policy 40-5115-3, Finance Committee Charter, section 4.13:

“...Review and make recommendations to the BOD concerning all income producing leases and management agreements;”

The request was founded in the possible use of a limited section of Trust property, as identified below, to generate revenue to help offset GRF expenses.

Trust property, identified as Building D, has approximately 248 square feet of space, located between the Café and Conference Room C and conveniently located. Staff would like to propose renovation of the space for leasing (short terms) for professional, service providers, and even pop up retail. Based on some very preliminary decisions with existing advertisers, there is strong interest.

Improvements to the location to be suitable for leasing include, but are not limited to:

- *Addition of a glass store front*
- *Carpet replacement*
- *General interior repairs and replacements*
- *Furnishing*
- *Lighting replacement*

Costs are estimated at \$14,000 to \$18,000, depending on final scope of work, with weekly lease rates estimated at \$500 plus, for a possible annual return of \$15,000 or more.

After review and deliberation, the Committee moved and approved to recommend to the Board conceptual approval to renovate a section of Building Five and develop policy for the commercial use of approximately 248 square feet of Trust Property.

The action before the Board is to determine if committee and staff time should be allocated to this proposed use of Trust property and the improvement required to lease the property.

Mr. Melody MOVED, seconded by Ms. Rapp -

TO conceptually approve the modification of 248 square feet within the first floor of Building Five for leasing to generate revenue to offset expenses. Such conceptual approval is solely given in order to allocate committee and staff resources to fully develop all costs, income projections, and policies which will require amendment to allow to lease this limited portion of Trust property for commercial use. The Finance Committee shall, at completion of the review, provide a detailed report to the Board for review and consideration.

The motion was carried with one no vote (Damoci).

Approve Master Insurance Policy

DLD Insurance Brokers, Inc. has partnered with the Golden Rain Foundation (GRF) for over 29 years to secure broad and competitive insurance options, in terms of both pricing and coverage conditions. The master insurance package includes coverage for Directors & Officers (D&O), Errors & Omissions (E&O), Forefront Portfolio (Crime/Fiduciary/KRE/Workplace Violence) and Property/Causality.

For this renewal period, the master policy covering both GRF and the Mutuals shows an overall increase of 9.63% over the expiring policy period or overall favorable to the 2021 budget by 6%. Premiums for the renewing coverage period listed by coverage type and comparisons to the expiring policies and the 2021 budgets are shown in Exhibit A – 2020-2021 Insurance Premium Proposal Comparative.

The new master insurance policy proposal of \$2,516,806 includes a 3-year pollution policy totaling \$93,762, of which \$31,254 is to be allocated to the 2021 budget year. Total premium expenditure of \$2,454,298 will be recognized in the 2021 budget.

Combined funds (Foundation and Mutuals), in the amount of \$2,564,405 were included in the respective 2021 operating budgets based upon estimates and assumptions made during the budget period.

Ms. Isom MOVED, seconded by Ms. Rapp -

TO approve the master insurance policy proposal dated November 1, 2020, as submitted, in the amount of \$2,516,806, for the policy period of December 1, 2020 to November 30, 2021 and authorize the President to sign the required renewal documents pursuant to the related proposal as prepared and submitted by DLD Insurance Brokers, Inc.

One Director spoke on the motion.

The motion was carried unanimously.

Physical Property Committee

Reserve Funding Request – RV Lot Entrance, Replacement of Pavement and Concrete

The Physical Property Committee (PPC) requested staff to obtain a quote from MJ Jurado to replace the entry drive to the RV Lot with concrete. The cost for this task is \$21,600. See attached quote. Staff recommends a \$2,000 contingency.

At its meeting on November 10, 2020, the PPC unanimously recommended the Board award a contract to MJ Jurado, at a cost of \$21,600, adding a contingency of \$2,000, for a cost not to exceed \$23,600.

At its meeting on November 16, 2020, the Finance Committee reviewed this request and determined Reserve funding for this project is available.

Ms. Rapp MOVED, seconded by Mr. Dodero -

TO award a contract to MJ Jurado to replace the entry drive to the RV Lot with concrete, adding \$2,000 contingency, for a total cost not to exceed \$23,600, Reserve funding, as approved by the Finance Committee.

Seven Directors and the Executive Director spoke on the motion.

The motion failed with two yes votes (Pratt, Melody) and the item will be returned to the Physical Property Committee for review.

Security, Bus & Traffic Committee

On October 21, 2020, the Executive Director met with Captain Henderson and Captain Ezroj of the Seal Beach Police Department (SBPD) to review matters of mutual community concern. As SBPD is a highly valued community partner, the Executive Director asked if there was any equipment needs of the Department which he could present to Committee and, ultimately, the Board, to support SBPD, our community, and our City.

The only item was Stalker Message Board and Trailer. Stalker Variable Message Board Sign and Trailer, includes Traffic Data Collector, rotates 360 degrees, Raise - Lower - Pivot, Choose (In Feet) 3 X 6 Or 4 X 8 Display Panels, Battery and Solar Powered.

Currently, the City deploys one of their existing units routinely to our community. If approved, this unit would be assigned to Leisure World Seal Beach as part of ongoing messaging (GRF would be allowed to run community notices as well) and traffic data collection. The unit would be maintained by the City.

Item	Invoice	Tax @ 8.75%	Total
Stalker MC360 3 x 6	\$20,179.35	\$1,765.69	\$21,945.04
C360 4 x 8	\$24,135.43	\$2,111.85	\$26,247.28

At the October 22, 2020 meeting of the Security Bus and Traffic Committee, the Committee moved and approved to forward this donation to the Board, pending the review and determination on the availability of Capital funds.

Mr. Pratt MOVED, seconded by Ms. Heinrichs-

TO approve the purchase of a Stalker MC360, in the amount of \$21,945.04, Capital Funding, and authorized the Executive Director to initiate the purchase

Mrs. Damoci MOVED, seconded by Ms. Stone-

TO amend the motion to add to the motion “and approve the donation of the Stalker MC360 to the City of Seal Beach Police Department.”

Seven Directors and the Executive Director spoke on the motion.

The amended motion failed unanimously.

Ms. Rapp left the meeting at 12:45 p.m.

EXECUTIVE DIRECTOR COMMENTS

The Executive Director did not provide additional comments.

BOARD MEMBER COMMENTS

Nine Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 12:53 p.m.

Marsha Gerber, Corporate Secretary
Golden Rain Foundation
dfb 11.24.20



**SPECIAL BOARD OF DIRECTORS MEMBERS MEETING
GOLDEN RAIN FOUNDATION
December 15, 2020**

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Hopewell at 10:00 a.m. on Tuesday, 15, 2020, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Corporate Secretary Gerber reported that Directors Collazo, Snowden, Hopewell, and Friedman were present.

Directors Perrotti, Pratt, Gerber, Thompson, Rapp, Slutsky, Dodero, Levine, Heinrichs, Damoci, Isom, and Massetti participated via Zoom. Directors Melody and Stone were absent.

Sixteen Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Gerber.

ANNOUNCEMENTS

No announcements were made.

MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4-minute limit per speaker, when there are no more than 15 speakers
- 3-minute limit per speaker, 16- 25 speakers
- 2-minute limit per speaker, over 26 speakers

Two shareholder/members offered comments. Twenty-nine shareholders submitted a written comment prior to the meeting.

Re-opening – Active Outdoor Amenities and Amphitheater, for Religious Services

President Hopewell summarized the twenty-nine emails received on the topic of reopening active outdoor amenities and Amphitheater, for religious services.

Ms. Hopewell MOVED, seconded by Mr. Friedman-

TO reopen Veterans' Plaza, the Golf Course, the Amphitheater (for religious purposes), the Bocce Ball court, and the multi-use court, effective December 22, 2020.

Twelve Directors spoke on the motion.

The motion failed eight no votes (Collazo, Heinrichs, Levine, Perrotti, Rapp, Slutsky, Snowden, Thompson).

Ms. Hopewell MOVED, seconded by Ms. Rapp –

TO reconsider the status of current closures (Veterans' Plaza, the Golf Course, the Amphitheater - for religious purposes, the Bocce Ball court, and the multi-use court), at a Special GRF Board of Directors meeting on December 21, 2020.

Seven Directors and the Executive Director spoke on the motion.

The motion passed with six no votes (Heinrichs, Massetti, Perrotti, Snowden, Slutsky, Thompson) and one abstention (Collazo).

DIRECTOR COMMENTS

Six Board members offered comments.

The meeting was adjourned at 11:11 a.m.

Marsha Gerber, Corporate Secretary
GRF Board of Directors
dfb: 12.15.20

The Golden Rain
Foundation provides an
enhanced quality of life
for our active adult
community of Seal
Beach Leisure World.



December 23, 2020

Approved Consent Agenda

MOVED and duly approved the Committee/Board meeting minutes for the month of October 2020, the minutes of the October 5, 2020 Recreation Committee Board meeting, the minutes of the October 19, 2020 Finance Committee Board meeting, the minutes of the GRF Board of Directors Minutes, dated October 27, 2020, the October GRF Board Report, dated November 24, 2020, acceptance of the Financial Statements, October 2020, for Audit, and the Reserve Funds Investment Purchase.

General – Emergency Action – Public Safety/Purple Tier

MOVED and duly approved to close all outdoor activities due to public health and safety concerns, effective November 25, 2020, including Veterans' Plaza, the Golf Course, Mission Park, and the Amphitheater, for a period of three weeks.

28-Day Notifications to the Membership – FINAL VOTE: Amend 70-1412.2-1, Smoking Prohibition

MOVED and duly approved to amend 70-1412.02-1, Smoking Prohibition, expanding the smoking prohibition to all GRF amenities and including "vaping" to products prohibited at all GRF amenities, as presented.

28-Day Notifications to the Membership – FINAL VOTE: Amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules

MOVED and duly approved to amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules, establishing that Mini Farm plots holders must be GRF Members in good standing, adding a prohibition against alcoholic beverages, animals (excepting Qualified Service Animals), firearms, and radios, and establishing rules for the length of leases and plot abandonment. Further, amended are lessee responsibilities of the plots, lessee guests, establishing plot maintenance expectations, and establishing conditions for vacating a plot. Additionally, establishing lease non-compliance actions, and informing plot holders that the Recreation Department has the right to review and adjust operating rules and to enter any plot at any time is included, as presented.

AB 3182 Ad hoc Committee – Adopt 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits

MOVED and duly approved to adopt 40-3182-2, Member/Owner (MO) and Renter/Lessee (R/L) Fines Fees and Deposits, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.

AB 3182 Ad hoc Committee – Adopt 50-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) – Rules

MOVED and duly approved to adopt 50-3182-1, Member/Owner (MO) and Renter/Lessee (R/L) Rules, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.

Architectural Design & Review Committee – Approve Community Landscaping Contract

MOVED and duly approved to award a contract to J&J Landscaping for the Community Facilities Landscape Maintenance, at a cost of \$370,800, for a three-year term, Operations funding, and authorize the President to sign the contract.

Architectural Design & Review Committee – Approve Golf Course Contract

MOVED and duly approved to award a contract to J&J Landscaping for the Golf Course Landscape Maintenance, at a total cost of \$502,200 for a three-year term, Operations funding, and authorize the President to sign the contract.

Consent Agenda – Update GRF Committee Charters

MOVED and duly amended the Communications/IT Committee Charter, the Mutual Administration Committee Charter, the Physical Property Committee Charter, and the Recreation Committee Charter.

Consent Agenda – COVID-19 Ad hoc Committee

MOVED and duly approved to remove emergency action policy 70-1448-3R for Trust property identified as the Mission Park, Phase One and emergency action policy 70-1448-3S, Phase Two, for Trust property identified as the Golf Course, from the agenda, to be included on the December GRF Board of Directors agenda.

Finance Committee – Consent Agenda Leases

MOVED and duly approved the following leases: Friends of the Library Club, the Genealogy Club, the Golden Age Foundation, the Historical Society Club, the Radio Club, the Thunder Club, the Theater Club, the Video Producers Club, Mutual Eight and the LW Trailer Club.

Finance Committee – Conceptual Approval – Exclusive Use of Trust Property, Building Five

MOVED and duly approved to conceptually approve the modification of 248 square feet within the first floor of Building Five for leasing to generate revenue to offset expenses. Such conceptual approval is solely given in order to allocate committee and staff resources to fully develop all costs, income projections, and policies which will require amendment to allow to lease this limited portion of Trust property for commercial use. The Finance Committee shall, at completion of the review, provide a detailed report to the Board for review and consideration.

Finance Committee – Approve Master Insurance Policy

MOVED and duly approved the master insurance policy proposal dated November 1, 2020, as submitted, in the amount of \$2,516,806, for the policy period of December 1, 2020 to November 30, 2021 and authorize the President to sign the required renewal documents pursuant to the related proposal as prepared and submitted by DLD Insurance Brokers, Inc.

Physical Property Committee – Reserve Funding Request – RV Lot Entrance, Replacement of Pavement and Concrete

MOVED and duly failed to approve to award a contract to MJ Jurado to replace the entry drive to the RV Lot with concrete, adding \$2,000 contingency, for a total cost not to exceed \$23,600, Reserve funding and moved to refer to the Physical Property Committee, for review.

Security, Bus & Traffic Committee – Capital Funding Request – Purchase of Stalker Message Board and Trailer

MOVED and duly failed to approve the purchase of a Stalker MC360, in the amount of \$21,945.04, Capital Funding, and failed to approve the donation of the Stalker MC360 to the City of Seal Beach Police Department.

CANCELLED: December 1, 2020, Physical Property Committee

CANCELLED: December 3, 2020, COVID-19 Ad hoc Committee

CANCELLED: December 7, 2020, Recreation Committee

CANCELLED: December 8, 2020, Architectural Design & Review Committee

CANCELLED: December 9, 2020, Security, Bus & Traffic Committee

December 9, 2020, AB 3812 Ad hoc Committee

- MOVED to recommend the GRF BOD adopt 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 1-12 and 14-17 Form, as presented;
- MOVED to recommend the GRF BOD adopt 50-3182-4A, Decal and ID Card for Renter/Lessee (R/L) – Mutuals 1-12 and 14-17 Form, as presented;
- MOVED to recommend the GRF BOD Amend 30-1001-5, Glossary of Terms, as presented;
- MOVED to recommend the GRF BOD Amend 30-5093-1, Member Rules of Conduct, as amended;
- MOVED to recommend the GRF BOD Amend 50-1201-1, GRF Identification Cards, as amended;
- MOVED to recommend the GRF BOD Amend 50-1201-2, GRF Identification Cards – Fees, as presented.

CANCELLED: December 10, 2020, Communications/ITS Committee

December 11, 2020, Executive Committee

- CONCURRED to schedule a work study meeting to review GRF election materials;
- MOVED to request the Stock Transfer Manager send RFPs to the three election service providers included in the agenda packet; the RFP packet is to be reviewed by the President, the Vice President and the Corporate Secretary prior to distribution to the three vendors.

CANCELLED: December 14, 2020, Mutual Administration Committee

CANCELLED: December 15, 2020, Website Redesign Ad hoc Committee

December 16, 2020, AB 3182 Ad hoc Committee

- MOVED to add to today's agenda, governing documents: 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 1-12 and 14-17 Form and 50-3182-4A, Decal and ID Card for Renter/Lessee (R/L) – Mutuals 1-12 and 14-17 Form, to make changes;
- MOVED to amend 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 1-12 and 14-17 Form and 50-3182-4A, Decal and ID Card for Renter/Lessee (R/L) – Mutuals 1-12 and 14-17 Form, changing the Mutuals included in the document to 2-12 and 14-17, on both forms;
- CONCURRED to review at a work study meeting, the following governing documents: Renter/Lessee package and draft letters to Mutual Seventeen to Renters and Members/Owners and Real Estate Offices;
- MOVED to recommend the GRF BOD adopt 50-1640-4A, Renters/Lessees Emergency Contact Form, as presented;
- MOVED to recommend the GRF BOD adopt 50-1641-4A, Seal Beach Mutual, Lease Agreement, as presented; MOVED to recommend the GRF BOD Amend 50-1630-4A, Notice of Disclosures – In Membership Transfers, as amended;
- MOVED to recommend the GRF BOD Amend 50-1641-4, Seal Beach Mutual Seventeen – Lease Agreement, as presented.

Financial Recap – November 2020

As of the eleven-month period ended November 2020, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$622,658.

Major variances are:

Wages, Taxes & Benefits	1,417,473	Favorable: Wages \$1,121K; P/R Taxes \$103K; Workers' Comp \$42K; Group Ins \$151K; average FTE < budget by 33.9 due to furloughs and reorganization
Temporary Agency Fees	(772,344)	Unfavorable: Temporary help for key positions.
Utilities	101,706	Favorable: Electricity \$89K; Gas \$19K; Closed facilities due to COVID-19
Community Entertainment	296,615	Favorable: Cancelled events due to COVID-19
Publication Printing	65,144	Favorable: No anticipated price increase; Telephone Book, Annual Report, Spotlight publications not printed.
Rental Income	58,804	Favorable: Increase in unit sales
News Advertising	(211,577)	Unfavorable: Less demand for display ads
SRO Labor Cost Recovery	(302,519)	Unfavorable: Less billable hours due to assignment of GRF projects and less demand from Mutuals due to COVID-19.
Other Income	(46,483)	Unfavorable: Income from guest passes, permits, parking rental, parking fines, show sponsorships

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,029,902	\$1,379,162	\$9,650,740	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,979,491	\$918,484	\$2,061,007	8

Total year-to-date approved unbudgeted operating expenses are \$77,215.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE NOVEMBER 2020 FINANCIAL STATEMENTS
DATE: DECEMBER 23, 2020
CC: FILE

At the regularly scheduled meeting of the Finance Committee on December 21, 2020, the Committee, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the November 2020 financial statements for audit.

I move to accept the November 2020 financial statements for audit.

Financial Recap – November 2020

As of the eleven-month period ended November 2020, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$622,658.

Major variances are:

Wages, Taxes & Benefits	1,417,473	Favorable: Wages \$1,121K; P/R Taxes \$103K; Workers' Comp \$42K; Group Ins \$151K; average FTE < budget by 33.9 due to furloughs and reorganization
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	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
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Repairs & Replacements	\$11,029,902	\$1,379,162	\$9,650,740	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,979,491	\$918,484	\$2,061,007	8

Total year-to-date approved unbudgeted operating expenses are \$77,215.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
1122000	Cash & cash equivalents	302,892	
	Non-Restricted Funds	88	
	Receivables	1,589,659	
	Prepaid expenses	634,103	
	Inventory of maintenance supplies	<u>509,751</u>	
	Total Current Assets		3,036,493
	Designated deposits		
1211000	Contingency Operating Fund	285,000	
	Reserve Fund	11,029,902	
1212500	Capital Improvement Fund-GRF	<u>2,979,491</u>	
	Total designated deposits		14,294,393
	Notes Receivable		
1411000	Notes Receivable	<u>60,748</u>	
	Total Notes Receivable		60,748
	Fixed Assets		
	Land, Building, Furniture & Equipment	38,645,549	
	Less: Accumulated Dep'n	<u>(23,413,681)</u>	
	Net Fixed Assets		15,231,868
	Other Assets		<u> </u>
	Total Assets		<u><u>32,623,502</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
	Accounts payable	269,064
	Project Commitments	705,927
	Prepaid Deposits	11,625
	Accrued payroll & payroll taxes	664,513
	Unearned Income	105,809
2140000	Deferred Revenue-Other	10,000
	Accrued expenses	203,297
2139000	Accrued Legal Settlement	550,000
	Total Current Liabilities	2,520,236
	Total Liabilities	2,520,236
Equity		
Mutuals' Beneficial Interest		
3211000	Contingency Operating Reserve Equity	1,000,000
3212000	Reserve Equity	10,729,658
3394000	Capital Fund Equity	2,896,156
3310000	Beneficial Interest in Trust	14,745,541
	Total Mutuals' Beneficial Interest	29,371,355
Membership interest		
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800
	Additional paid-in-capital	4,648,351
	Total Paid-in-Capital	6,258,151
Excess Income		
	Current Year	(357,372)
	Total Excess Income	(357,372)
3920000	Dep'n & Amortization	(5,168,869)
	Net Stockholders' Equity	30,103,266
	Total Liabilities & Stockholders' Equity	32,623,502

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended November 30, 2020

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2019	700,000	10,526,625	2,477,743	28,151	13,732,519
Funded: Assessments		1,191,667			1,191,667
Funded: Amenities Fees collected (499)		1,022,669	1,022,668		2,045,337
Funded: M17 Lease Fees collected (26)		6,411	6,411		12,822
Funded: Interest on Funds		185,307	26,904		212,211
Expenditures		(1,884,777)	(554,235)		(2,439,012)
Commitments		(18,000)			(18,000)
2019 Excess Income	300,000				300,000
Transfers to/from Funds	(715,000)				(715,000)
Net Monthly Activity				(28,063)	(28,063)
Balance 11/30/2020	285,000	11,029,902	2,979,491	88	14,294,482
 Net Activity	 (415,000)	 503,277	 501,748	 (28,063)	 561,962

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Month of November 2020

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 10/31/2020	1,000,000	10,802,127	2,837,670	379,872	15,019,670
Funded: Assessments		108,333			108,333
Funded: Amenities Fees collected	(93)	188,098	188,098		376,196
Funded: M17 Lease Fees collected	(2)	531	531		1,062
Funded: Interest on Funds		17,496	644		18,140
Progress Payments on CIP					-
Expenditures		(86,683)	(47,452)		(134,134)
Commitments					-
Replenish funds for Donated Assets					-
Transfers between funds	(715,000)			-	(715,000)
Net Monthly Activity				(379,784)	(379,784)
Balance 11/30/2020	285,000	11,029,902	2,979,491	88	14,294,482
 Net Activity	 (715,000)	 227,775	 141,821	 (379,784)	 (725,188)

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended November 30, 2020

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	302,980	793,350	(490,370)
Current Assets	17,330,886	16,903,195	427,691
Current Liabilities	2,520,236	2,454,296	65,940
Current Ratio	6.88	6.89	
Designated Deposits:	14,294,393	14,639,797	(345,404)
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,496,726	1,423,164	73,562	5.17
Expense	1,394,074	1,368,955	(25,119)	(1.83)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	102,652	54,209	48,443	
Year To Date	Actual	Budget	Variance	%
Income	16,141,050	15,722,621	418,429	2.66
Expense	15,537,974	15,742,203	204,229	1.30
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	603,076	(19,582)	622,658	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2020
131.69	136.65	170.50

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: DECEMBER 23, 2020
CC: FILE

At the regularly scheduled meeting of the Finance Committee on December 21, 2020, the members discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of brokered CDs, through US Bancorp totaling \$1,000,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

I move to approve the purchase of brokered CDs, through US Bancorp totaling \$1,000,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

Reserve Funds Investment Ladder as of December 7, 2020

Term	Maturity Month	Investment Amount	Rate	Loc
0	Dec-20	735,093	2.13%	U/M
1	Jan-21	245,000	2.75%	U
2	Feb-21	1,110,000	1.18%	U/M
3	Mar-21	735,000	1.12%	U/M
4	Apr-21	245,000	3.05%	U
8	May-21	485,000	1.55%	U
6	Jun-21	245,000	1.00%	U
7	Jul-21	530,000	1.38%	U/M
8	Aug-21	630,000	0.43%	U/M
9	Sep-21	245,000	1.00%	U
10	Oct-21	935,000	0.97%	U/M
11	Nov-21	628,040	0.21%	M
12	Dec-21	591,193	0.05%	M
13	Jan-22	-		
14	Feb-22	245,000	0.20%	U
15	Mar-22	-		
16	Apr-22	285,000	0.10%	U
17	May-22	-		
18	Jun-22	-		
19	Jul-22	-		
20	Aug-22	-		
21	Sep-22	-		
22	Oct-22	-		
23	Nov-22	-		
24	Dec-22	-		
25	Jan-23	-		
26	Feb-23	-		
27	Mar-23	-		
28	Apr-23	-		
29	May-23	-		
30	Jun-23	-		
31	Jul-23	-		
32	Aug-23	-		
33	Sep-23	-		
34	Oct-23	-		
35	Nov-23	-		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL IMPROVEMENT FUNDS INVESTMENT PURCHASE
DATE: DECEMBER 23, 2020
CC: FILE

At the regularly scheduled meeting of the Finance Committee on December 21, 2020, the members discussed the amount of liquid capital improvement funds available for investing and the current investment ladder.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs from US Bancorp, totaling \$500,000 of capital improvement funds, with terms ranging from six (6) to twelve (12) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

TO approve the purchase of brokered CDs from US Bancorp, totaling \$500,000 of capital improvement funds, with terms ranging from six (6) to twelve (12) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

Capital Funds Investment Ladder as of December 7, 2020

Term	Maturity Month	Investment Amount	Rate
0	Dec-20	150,000	0.15%
1	Jan-21	200,000	1.70%
2	Feb-21		
3	Mar-21	249,000	1.60%
4	Apr-21		
5	May-21		
6	Jun-21	150,000	0.20%
7	Jul-21		
8	Aug-21		
9	Sep-21		
10	Oct-21	200,000	0.10%
11	Nov-21	200,000	1.80%
12	Dec-21		
13	Jan-22	200,000	0.01%
14	Feb-22		
15	Mar-22		
16	Apr-22		
17	May-22		
18	Jun-22		
19	Jul-22		
20	Aug-22		
21	Sep-22		
22	Oct-22		
23	Nov-22		
24	Dec-22		
25	Jan-23		
26	Feb-23		
27	Mar-23		
28	Apr-23		
29	May-23		
30	Jun-23		
31	Jul-23		
32	Aug-23		
33	Sep-23		
34	Oct-23		
35	Nov-23		
36	Dec-23		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

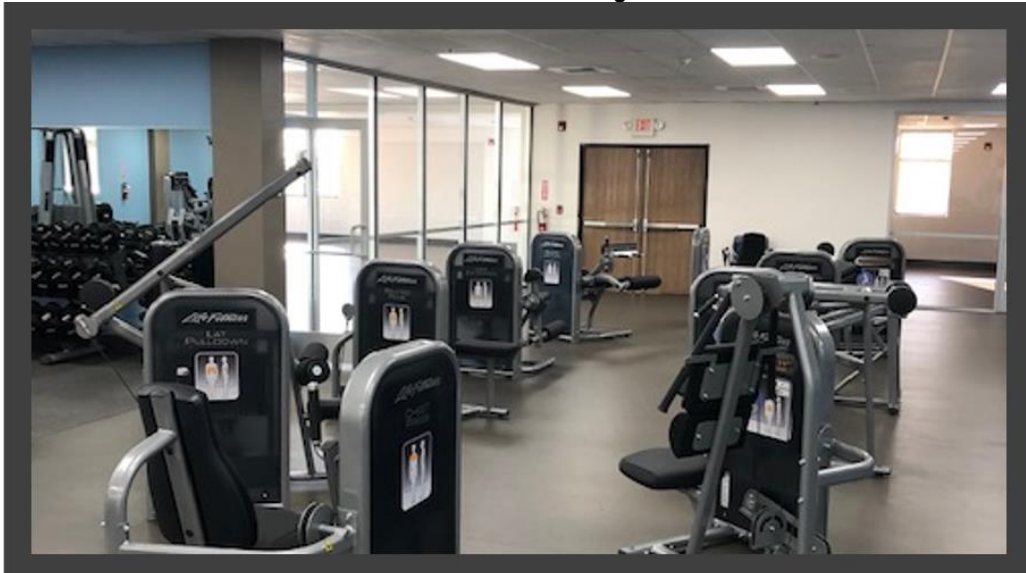
BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: ACCEPT GOLDEN AGE FOUNDATION DONATION
DATE: DECEMBER 16, 2020
CC: FILE

The Golden Age Foundation (GAF) has been an ongoing key supporter of Golden Rain Foundation (GRF). GAF has generously provided donations to GRF throughout the years to enhance life and lifestyle for the mutual benefit of our fellow shareholders, our community, and our home.

At the November 25th meeting of the GAF Board, the Board approved a very generous donation for the purchase of six (6) Precor Treadmills and the Life Fitness equipment comprising the new training circuit.

New Life Fitness Training Circuit



The new equipment will provide the newly expanded and improved Fitness Center with updated and technologically advanced equipment fitting the unique and varied needs of our community members.

In accordance with Policy 30-5231-1, Donations to Golden Rain Foundation,

I move to approve the acceptance of the Golden Age Foundation donation of \$75,000, to be used for the purchase of six (6) Precor Treadmills and the Life Fitness equipment comprising the new training circuit.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **FINAL VOTE:** ADOPT 40-3182-2, MEMBER/OWNER (M/O) AND
RENTER/LESSEE (R/L) FINES, FEES AND DEPOSITS
DATE: DECEMBER 3, 2020
CC: FILE

At the November 24, 2020 meeting of the GRF Board of Directors, the Board voted to tentatively adopt 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits, pending a 28-day notice period to Foundation members. The draft was published in the November 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code §4360.

No items of correspondence were received, regarding the adoption of 40-3182-2, Member/Owner (MO) and Renter/Lessee (R/L) Fines, Fees and Deposits, during the 28-day notification to the membership period.

I move to adopt 40-3182-2, Member/Owner (MO) and Renter/Lessee (R/L) Fines, Fees and Deposits, as presented.



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/Os and R/Ls. 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

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **FINAL VOTE:** ADOPT 40-3182-1, MEMBER/OWNER (M/O) AND
RENTER/LESSEE (R/L) - RULES
DATE: DECEMBER 3, 2020
CC: FILE

At November 24, 2020 meeting of the GRF Board of Directors, the Board voted to tentatively adopt 40-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) - Rules, pending a 28-day notice period to Foundation members. The document draft was published in the November 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code §4360.

One item of correspondence was received and is attached, regarding the adoption of 40-3182-1, Member/Owner (MO) and Renter/Lessee (R/L) Rules, during the 28-day notification to the membership period.

TO adopt 40-3182-1, Member/Owner (MO) and Renter/Lessee (R/L) – Rules, as presented.



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/Ls; therefore they are solely responsible for the fines/fees and penalties incurred by their R/Ls. Fines/Fees not paid by the R/Ls and their guests will be assessed on the M/O account with the (GRF).

3. M/OS IN MUTUAL SEVENTEEN

3.1. All current Mutual 17 M/Os 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. See 40-5061-2.

3.2. All M/Os who rent/lease their Residential unit on or after January 1, 2021 must adhere to this new rule. See 40-5061-2.

4. R/LS IN MUTUAL SEVENTEEN

4.1. All current Mutual 17 R/Ls will remain under their old agreements until they move out of their Residential unit.

4.2. All new R/Ls 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/Os 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/OS 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 in advance the 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 form signed 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/Os 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/Os 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, for all GRF rules, and the M/O is ultimately responsible for the actions and conduct of their R/Ls.

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



MUTUAL ADMINISTRATION

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

Document History

Adopted: XX XXX 20

Keywords: Member Owner Renter Lessee

129

Deanna Bennett

From: stevestepo <ssteponovich@socal.rr.com>
Sent: Sunday, November 29, 2020 5:25 PM
To: Carole Damoci; Deanna Bennett
Subject: "40-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) Rules"

TO WHOM THIS MAY CONCERN

Where did this idea that all owners could rent their properties even come from???

I have spoken to over 40 residents and not one is for this idea and it needs to be voted down on 12-23-20.

Are you trying to turn LW into 'party central' like AirBnB has become?

This move will denigrate life in LW; as renters are transients and will have no regard for trust properties or the places they rent.

This will also affect our property values in a negative way.

This seems like a money grab by the GRF for fees and is a ludicrous suggestion and if passed; a class action against the GRF and this policy, is already being discussed; as the attorney for Mutual 12 is saying that the attorney advising the GRF is wrong (who allegedly plans to benefit from fees associated with this action proposed by the GRF and for preparing the illegal leases) and there is no State statute, recent or otherwise; that would allow for this action, and as the residents would be the prevailing party, all attorney fees spent by the Plaintiffs; would be owed back to them by the GRF.

I remind you all of the fiasco a few years back when the GRF failed to timely pay the OC Property Tax Assessor's office the property taxes for the LW residents and a huge penalty was assessed against the GRF and the residents, so be advised that this GRF proposal will be met with stiff opposition.

I am hopeful that more information will be forthcoming before 12-23-20 as to why this was even suggested and what; if any; rationale there may be for it and that information is needed ASAP; because as of today, the residents are in the dark about why this is even being considered.

Your immediate attention and well reasoned reply is anticipated forthwith.

Sincerely yours,

Stephen A. Steponovich, Esq.
Attorney At Law
1640 Glenview Rd., Mutual 12, Apt # 76H
Seal Beach, CA, 90740
Telephone (714-747-9282)
E-Mail: SSteponovich@socal.rr.com



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: AMEND 30-1001-5, GLOSSARY OF TERMS
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 9, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board amend 30-1001-5, Glossary of Terms.

I move to amend 30-1001-5, Glossary of Terms, adding Member/Owner, Renter/Lessee, and Trust Property Use Fee (TPUF), as presented.



ADMINISTRATION

Glossary of Terms

- 1
- 2 1. **ACTIVE ADULT COMMUNITY**: A residential community with recreational and
- 3 educational activities for active senior adults. Assisted living, independent, and
- 4 skilled nursing services are NOT provided.
- 5
- 6 2. **AGE RESTRICTED COMMUNITY**: A residential community for senior adults
- 7 aged 55 or over under applicable State and Federal law.
- 8
- 9 3. **AMENITIES FEE**: A one-time fee paid to GRF for use of Trust Property, facilities,
- 10 and amenities.
- 11
- 12 4. **ASSESSMENT**: A monthly or special payment paid by the Member to GRF
- 13 and/or the Mutual in accordance with the law and governing documents.
- 14
- 15 5. **BUDGET**: Estimate of income and expenses for a given time.
- 16
- 17 6. **BYLAWS**: One of the governing documents that pertains to matters such as
- 18 membership meetings, voting rights, elections, meetings of the Board of
- 19 Directors, appointment of officers, and similar administrative matters.
- 20
- 21 7. **CAPITAL FUNDS**: Monies set aside for the purchase of capital or fixed assets.
- 22
- 23 8. **CAREGIVER**: Person providing physical support to a qualified resident.
- 24
- 25 9. **CC&RS**: Covenants, Conditions, and Restrictions (Mutual 17).
- 26
- 27 10. **COMMON AREA**: Describes that portion of a real estate development that is
- 28 shared with respect to both use and title.
- 29
- 30 11. **CONDOMINIUM OR CONDOMINIUM UNIT**: Single, individually – owned
- 31 housing unit in a multi-unit building (Mutual 17 only).
- 32
- 33 12. **CO-OCCUPANT**: Approved person residing with the stockholder or condominium
- 34 owner.
- 35
- 36 13. **COOPERATIVE HOUSING**: An arrangement in which an association or
- 37 corporation owns a group of housing units and the common areas for the use of
- 38 all the residents (Mutuals 1–12 and 14–16).
- 39
- 40 14. **COVENANTS**: Formal agreements or promises set forth in a deed or Occupancy
- 41 Agreement.
- 42
- 43 15. **DEFAULT**: Failure to do something required by duty, law, or governing
- 44 documents.



ADMINISTRATION

Glossary of Terms

- 45
46 **16. DWELLING UNIT OR UNIT:** Residential units located within Seal Beach Leisure
47 World (See Unit).
48
- 49 **17. ELIGIBILITY:** Satisfying the conditions for qualifying to reside within Seal Beach
50 Leisure World (May be different in each Mutual).
51
- 52 **18. EMOTIONAL SUPPORT ANIMAL:** Animals that provide a sense of safety,
53 companionship, and comfort to those with psychiatric or emotional disabilities or
54 conditions. California Civil Code 54.1.
55
- 56 **19. ESCROW:** Process under which something such as a deed or money is put in
57 the custody of a neutral third party until certain conditions are met.
58
- 59 **20. EXCLUSIVE USE COMMON AREA:** Common Area designated for the
60 exclusive use of one or more, but fewer than all of the Members
61
- 62 **21. GOLDEN RAIN FOUNDATION (GRF):** Is a nonprofit corporation that holds in
63 trust, operates, and maintains the Trust Property facilities, streets and other
64 certain improvements and amenities within the geographic area identified as
65 Seal Beach Leisure World, for the benefit of the Members. GRF, under a
66 management agreement, provides certain services to the Mutuels, such as
67 administrative, financial, maintenance, and security.
68
- 69 **22. GOVERNING DOCUMENTS:** Articles of Incorporation, Bylaws, Occupancy
70 Agreement, CC&Rs, and any other documents, and operating rules, which
71 govern the operation of the associations.
72
- 73 **23. GUEST:** See "Visitor".
74
- 75 **24. LANDLORD TENANT RELATIONSHIP:**
76
- 77 **24.1.** Relationship between the Mutual stock co-operatives and the Members
78 (Mutual 1- 12 and 14-16).
79 **24.2.** Relationship where a Member leases the Unit to another qualified
80 person (Mutual 17 only).
81
- 82 **25. LEISURE WORLD:** A geographic location within Seal Beach, California.
83
- 84 **26. MEMBER:**
85
- 86 **26.1.** GRF Member - is a stockholder or condominium owner in Seal Beach
87 Leisure World.
88 **26.2.** Mutual Member –

Glossary of Terms

Glossary of Terms

- 26.2.1. Mutual 1-12 and 14-16 a shareholder/stockholder and a GRF member.
- 26.2.2. Mutual 17 – condominium owner and a GRF member.
- 27. MEMBER/OWNER: GRF Member/Residential Unit Owner.**
- 27.28. MUTUAL CORPORATIONS (MUTUAL):** Entities that own, manage, and operate independent residential communities.
- 28.29. NON-RESIDENT:** Any person who does not legally occupy a Unit within Seal Beach Leisure World.
- 29.30. NON-RESIDENT CO-OWNER:** Any person who has an ownership interest in a Unit but cannot legally reside within that Unit.
- 30.31. OCCUPANCY AGREEMENT:** The agreement between a Mutual and Member(s), under the terms of which said Member(s) is entitled to possession of their respective Unit.
- 31.32. OCCUPANCY:** The legal act, state, or condition of holding, possessing, or residing in a Unit in Seal Beach Leisure World.
- 32.33. OCCUPANT:** A person legally residing in a Unit in Seal Beach Leisure World.
- 33.34. OPERATING FUND:** Monies set aside for operating expenses.
- 34.35. ORIENTATION:** Required new buyers “in-person” meeting with Mutual Board Director(s) and Physical Property Inspector, to discuss Mutual Rules and expectations, review condition of Unit, identify standard and non-standard items, and answer new buyer(s) questions.
- 35.36. OWNER:** Refers to the owner of a Condominium in Mutual 17.
- 36.37. PET:** A domesticated animal as approved and defined in the Mutual Pet Policy.
- 37.38. POLICIES, RULES AND REGULATIONS:** The principles and directives of the respective corporations.
- 38.39. PROCEDURE:** A series of steps to be followed to accomplish an end result.
- 39.40. QUALIFIED MEMBER:** See Member definition.
- 40.41. QUALIFIED PERMANENT RESIDENT (QPR):** Requirements are described in



ADMINISTRATION

Glossary of Terms

applicable State and Federal law.

42. RENTER/LESSEE: Non-Owner leasing a residential unit.

41.43. RESERVES AND/OR RESERVE FUND: Monies set aside and identified for future repairs, replacements, or additional components.

42.44. RESIDENTIAL PURPOSES: To be used as a private dwelling and for no other purpose.

43.45. SECURITY: Services provided for the benefit of residents pursuant to GRF Policy 3050- 37.

44.46. SERVICE ANIMAL: An animal that is trained and certified to do work or perform tasks for an individual with a disability. See Civil Code 54.1.

45.47. SHAREHOLDER/STOCKHOLDER: Member to whom a Stock Certificate has been issued (Mutual 1-12 and 14-16).

46.48. STOCK CERTIFICATE: Legal document evidencing ownership in the corporation (Mutual 1-12 and 14-16).

47.49. TITLE: Legal document showing ownership rights in property (Mutual 17).

48.50. TRANSFER: Changing ownership of a Stock Certificate for a Mutual Dwelling Unit.

49.51. TRUST:

49.1.51.1. Relating to GRF: A legal document granting GRF the power, authority, and duty to manage and govern property held in common by the Mutuals.

49.2.51.2. Relating to Shareholder/Member: Legal document in which real and personal property is held and administered by the assigned Trustee(s).

52. TRUST PROPERTY USE FEE (TPUF): Fee paid by the Renter/Lessee to GRF for use of all amenities.

50.53. TRUSTEE: The person who has a legal duty to manage the Trust's assets in the best interests of the beneficiary(s).

51.54. TRUST PROPERTY: Property held in common for the use and benefit of the



ADMINISTRATION

Glossary of Terms

177 Members and administered by The Golden Rain Foundation.

178

179 **52.55. UNIT OR DWELLING UNIT:** Residential units located within Seal Beach Leisure
180 World.

181

182 **53.56. VISITOR:** A person invited by a Member to visit the Unit. Visitors may not stay
183 longer than 60 days in a twelve-month period and have very limited use of GRF
184 facilities/amenities and must be accompanied by resident.

185

Document History

Adopted: 24 Apr 18 Amended: 23 Oct 18 Amended: 23 Jul 19

Keywords: Glossary Definition

186



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 30-5093-1 MEMBER RULES OF CONDUCT
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 9, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board amend 30-5093-1, Member Rules of Conduct.

I move to amend 30-5093-1, Member Rules of Conduct, adding Qualified Permanent Residents, Co-occupants, Renters/Lessees, and Caregivers to those who the rules of conduct apply to and adding to applicable Trust Property the RV Lot and the Mini-farms, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 29, 2021.

**Member Rules of Conduct****1. PURPOSE**

The purpose of the Member Rules of Conduct is to protect Golden Rain Foundation (GRF), GRF staff, GRF contracted service providers and GRF members. GRF has a duty and a fiduciary responsibility to enforce its governing documents and protect GRF Trust Property and assets, GRF staff and GRF contracted service providers.

The Rules of Conduct apply to GRF ~~m~~Members, Qualified Permanent Residents, Co-occupants, Renters/Lessees, Caregivers and their visitors. ~~—(guests and caregivers).~~

2. RULES OF CONDUCT

2.1 Shall apply to all property held in trust by GRF (Trust Property) including, but not limited to, clubhouses, restrooms, recreational facilities (pool, golf course, multi-use courts, RV Lot, mini-farms, and library. ~~etc.~~).

2.2 GRF Members are responsible for the actions of their following: Qualified Permanent Residents, Co-occupants, Renters/Lessees, Caregivers, and their visitors. ~~guests (visitors and caregivers).~~

2.3 Interactions with others must be respectful and non-abusive behavior, both verbally and physically.

2.3.1 Behaviors such as the following is prohibited:

2.3.1.1 Verbal or physical violence, implied or actual (threats).

2.3.1.2 Personal insults and yelling.

2.3.1.3 Any form of discrimination.

2.3.1.4 Unwanted or offensive touching, filming, photography and recording.

2.3.1.5 Unwanted sexually suggestive language.

2.3.1.6 Throwing objects at another person with intent to harm or intimidate.

2.3.1.7 Disruptive behavior, personal attacks or harassment during GRF meetings.

2.3.1.8 Creating a hostile work environment for GRF staff and GRF contracted service providers.

2.3.1.9 Bodily odor or cleanliness that would be considered offensive and a health and safety hazard to others.

30-5093-1



- ### 3. NON-COMPLIANCE

- #### **4. NOTIFICATION OF VIOLATION AND RIGHT TO HEARING**

Document History

Adopted: 26 Nov 19

Keywords: Rules of Conduct

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: AMEND 50-1201-1, GRF IDENTIFICATION CARDS
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 9, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board amend 50-1201-1, GRF Identification Cards.

I move to amend 50-1201-1, GRF Identification Cards, establishing that Renters/Lessees will receive a one-year ID card for which a deposit will be incurred, as presented.

**GRF Identification Cards****1. PURPOSE**

To provide rules for the issuance of GRF Identification Cards.

2. GRF IDENTIFICATION CARDS

GRF identification cards will be issued by the Stock Transfer Office with authorization from the Stock Transfer Manager and/or the Executive Director. GRF identification cards are for the use of residents only. Use by anyone other than the Mmembers, Ceo-occupants, Qualified Permanent Resident, Rrenter/Lesseetenants to whom the identification card is issued is strictly prohibited. The ID card will be renewed every five (5) years, upon the surrender of the old ID card. GRF identification cards will be issued to the following persons:

- 2.1.** All members of the Golden Rain Foundation as shown in the stock records of the Stock Transfer Office.
- 2.2.** Qualified Permanent Residents, as shown in the records of the Stock Transfer Office.
- 2.3.** Co-Occupants who reside with resident stockholders as shown in the records of the Stock Transfer Office. When the status of a Co-Occupant ceases, the GRF identification card must be surrendered to the Stock Transfer Office.
- 2.4.** ~~All approved lessees of Mutual No. Seventeen.~~

3. RENTER/LESSEE ID CARDS

- 3.1.** All approved Renter/Lessees will receive a one-year ID Card.
- 3.2.** A refundable deposit will be charged. See 40-3182-2

3.4. LOST OF STOLEN CARD

For lost or stolen GRF identification cards, Mmembers, Ceo-occupants, or Rrenter/Lesseetenants may obtain a replacement card by:

- 3.1.4.1.** Personally, completing a "Certificate of Lost ID" form in the Stock Transfer Office

- 3.1.1.** The fee may be waived if ~~a~~mMember, ~~e~~Co-occupant, ~~r~~Rrenter/Lesseetenant produces a Police Report that can be verified by the Stock Transfer Office.

4.5. WAIVER OF FEES

Waiving of fee or fees is at the sole discretion of the Finance Committee.

STOCK TRANSFER

50-1201-1



GRF Identification Cards

Document History

Adopted:	19 Sep 72	Amended:	19 Dec 72	Amended:	16 Apr 85
Amended:	19 Dec 89	Amended:	31 Jan 95 (effective 2-1-95)	Amended:	20 Feb 01
Amended:	19 Nov 02	Amended:	22 July 14	Amended:	27 Dec 16
Amended:	26 Sep 17	Amended:	26 Mar 19	Amended:	23 Jul 19
Amended:	09 Sept 19				

Keywords: ID Card Identification Card Membership Card Deposit

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: AMEND 50-1201-2, GRF IDENTIFICATION CARDS - FEES
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 9, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board amend 50-1201-2, GRF Identification Cards - Fees.

I move to amend 50-1201-2, GRF Identification Cards - Fees, by establishing that Renters/Lessees will be subject to the \$500 ID card fee if not surrendered upon sale of the unit or death, by including Qualified Permanent Residents in the instructions for obtaining a replacement card, by establishing an additional Renter/Lessee deposit for lost ID cards, and by establishing that stolen ID cards must be verified by a police report in order to waive an additional deposit, as presented.

**GRF Identification Cards - Fees****1. UPON SALE OR DEATH**

Upon the sale of the unit or the death of a ~~M~~member, Qualified Permanent Resident, Co-occupant, or ~~R~~renter/Lesseetenant, the GRF identification card shall be surrendered to the Stock Transfer Office. If the ID card is not surrendered, a fee of \$500 will be assessed against the unit. In the case of a deceased member, the fee may be waived. When the Security Department retrieves a GRF identification card, for whatever reason, it shall be surrendered to the Stock Transfer Office immediately.

2. LOST ~~OR~~ STOLEN GRF ID CARD

~~For lost or stolen GRF identification cards, m~~Members, Qualified Permanent Residents, ~~or e~~Co-occupants, ~~or renter/tenants~~ may obtain a replacement card by:

2.1. Paying a \$20 fee for the first replacement;

2.1.1. Subsequent replacements will be a \$50 fee each. The Mutual Board of Directors will be notified when a card is lost a third or subsequent time within 24 months of the first replacement.

2.2. Renter/Lessee lost ID cards will require an additional deposit. See 40-3182-2.

2.1.1, 2.2.1. Stolen ID cards must be verified by a police report to waive an additional deposit.

3. WAIVER OF FEES

Waiving of fee or fees is at the sole discretion of the Finance Committee.

Document History

Adopted: 22 Oct 19

Keywords: ID Card Identification Card Membership Card Fees



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-1641-4A, SEAL BEACH MUTUAL LEASE
DATE: AGREEMENT DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-1641-4A, Seal Beach Mutual Lease Agreement.

I move to adopt 50-1641-4A, Seal Beach Mutual Lease Agreement, as presented.



Seal Beach Mutual

Lease Agreement – 2021

Mutual: _____ Unit #: _____

Current Homeowner's or Legal Representative's* Information

Name:			
Current Address:			
Telephone #	()		
Cell Phone #	()		
Lessor above is:	Check box that applies: Current Homeowner <input type="checkbox"/> Successor Trustee <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Court Ordered Executor <input type="checkbox"/>		
* = If you are legally representing a Mutual Seventeen homeowner, please provide the Stock Transfer Office a copy of your legal document(s) giving you legal authority.			

#1 Renter/Lessee's Information

Name:			
Telephone #	()		
Cell Phone #	()		

#2 Renter/Lessee's Information

Name:			
Telephone #	()		
Cell Phone #	()		

Renter's/Lessee's Emergency Contact

Name:	Relationship:		
Telephone Number:	()		
Cell Phone Number:	()		

Renter's/Lessee's Emergency Contact

Name:	Relationship:		
Telephone Number:	()		
Cell Phone Number:	()		

**Terms of Agreement – Mutual 17 Policy 17-7560-1 Leasing Regulations**

1. LESSEE must be at least 55 years of age. CO-LESSEE age 45 or older may occupy unit with qualifying LESSEE upon approval.
2. LESSEE(S) must enter into a lease agreement of not less than 30 days.
3. LESSEE(S) understands that the Photo-ID Card allows them the use and enjoyment of GRF facilities.
4. LESSEE(S) shall provide a fully executed ORIGINAL copy of this lease agreement to the Stock Transfer Office.
5. No more than two (2) people may lease/occupy the unit.
6. Mutual legal fees, costs to initiate addendum to the Occupancy Agreement, and any other additional costs to initiate the Landlord-Tenant process, including any Mutual Fees.

(http://www.lwsbmual17.com/policies/)

Lessee Annual Fee – GRF Policy

1. See Policy 40-3182-2 for Fee amount.
2. See Policy 50-3182-1 for GRF Rules.

Indemnification

FOUNDATION MEMBER or LEGAL REPRESENTATIVE and LESSEE(S) hereby agree to abide by all of the rules, regulations and policies promulgated by the Mutual **Seventeen** Corporation, as well as the conditions set forth in the Bylaws and **CC and R's** of Mutual **Seventeen** Corporation; and shall hold harmless and indemnify the Golden Rain Foundation and the Mutual **Seventeen** Corporation and their representatives and employees for any damages caused by the LESSEE(S). Failure to comply shall be grounds for revocation of the right to lease and the cancellation of this Lease Agreement. I, (We) Foundation Members and LESSEE(S) for the above unit hereby understand and agree to abide by the terms of this Lease agreement with Mutual **Seventeen** Corporation and the Golden Rain Foundation.

Executing Signatures

Homeowner's Signature:	Date:
Homeowner's Signature:	Date:
Lessee's Signature:	Date:
Lessee's Signature:	Date:

Mutual _____ Board Approval
 Approved ☐ Disapproved ☐

Received by GRF Board :

By: _____

By: _____

Date: _____

Date: _____

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-1641-4, SEAL BEACH MUTUAL SEVENTEEN, LEASE AGREEMENT
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-1641-4, Seal Beach Mutual Seventeen, Lease Agreement.

I move to adopt 50-1641-4, Seal Beach Mutual Seventeen, Lease Agreement, as presented.



Seal Beach Mutual Seventeen

Lease Agreement – 2021 (Current before January 1, 2021)

Mutual: _____ Unit #: _____

Current Homeowner's or Legal Representative's* Information

Name:	
Current Address:	
Telephone #	()
Cell Phone #	()
Lessor above is:	Check box that applies: Current Homeowner <input type="checkbox"/> Successor Trustee <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Court Ordered Executor <input type="checkbox"/>

***= If you are legally representing a Mutual Seventeen homeowner, please provide the Stock Transfer Office a copy of your legal document(s) giving you legal authority.**

#1 Renter/Lessee's Information

Name:	
Telephone #	()
Cell Phone #	()

#2 Renter/Lessee's Information

Name:	
Telephone #	()
Cell Phone #	()

Renter's/Lessee's Emergency Contact

Name:	Relationship:
Telephone Number: ()	
Cell Phone Number: ()	

Renter's/Lessee's Emergency Contact

Name:	Relationship:
Telephone Number: ()	
Cell Phone Number: ()	



Terms of Agreement – Mutual 17 Policy 17-7560-1 Leasing Regulations

1. LESSEE must be at least 55 years of age. CO-LESSEE age 45 or older may occupy unit with qualifying LESSEE upon approval.
2. LESSEE(S) must enter into a lease agreement of not less than one (1) year renewable every year thereafter.
3. LESSEE(S) shall renew this Lease Agreement annually on the first (1st) of January.
4. LESSEE(S) understands that the Photo-ID Card allows them the use and enjoyment of GRF facilities.
5. LESSEE(S) shall provide a fully executed ORIGINAL copy of this lease agreement to the Stock Transfer Office.
6. No more than two (2) people may lease/occupy the unit.
7. Mutual legal fees, costs to initiate addendum to the Occupancy Agreement, and any other additional costs to initiate the Landlord-Tenant process, including any Mutual Fees.

(<http://www.lwsbmual17.com/policies/>)

Lessee Annual Fee – GRF Policy 40-5061-2 Fees

1. The GRF lessee fee is a required use fee for access to the community facilities, amenities, and participation in GRF activities. The lessee fee is calculated at 25% of the GRF annual assessment rounded up to the nearest dollar for each occupant.
2. LESSEES shall pay the one-time payment of the amenities fee for 2021 in the amount of **\$502.00** for issuance of a Golden Rain Foundation Photo-ID Card.
3. The required annual fee is due and payable in full on the date of the lease agreement.
4. As an existing renter/lessee of a title holder within Mutual 17, you are exempt (grandfathered) of the fee portion of proposed policy 50-3182-1 Member/Owner (M/O) Renter/Lessee (R/L) and will remain under the terms and condition of policy 40-5061-2 Fees (copy attached) under the following conditions
 - i. There is no change in the title holder of record, of the unit you are renting/leasing
 - ii. Annual fees in accordance with policy 50-3182-1 Member/Owner (M/O) Renter/Lessee (R/L) are remitted in accordance with the policy

Indemnification

FOUNDATION MEMBER or LEGAL REPRESENTATIVE and LESSEE(S) hereby agree to abide by all of the rules, regulations and policies promulgated by the Mutual **Seventeen** Corporation, as well as the conditions set forth in the Bylaws and **CC and R's** of Mutual **Seventeen** Corporation; and shall hold harmless and indemnify the Golden Rain Foundation and the Mutual **Seventeen** Corporation and their representatives and employees for any damages caused by the LESSEE(S). Failure to comply shall be grounds for revocation of the right to lease and the cancellation of this Lease Agreement. I, (We) Foundation Members and LESSEE(S) for the above unit hereby understand and agree to abide by the terms of this Lease agreement with Mutual **Seventeen** Corporation and the Golden Rain Foundation.

Executing Signatures

Homeowner's Signature:		Date:
Homeowner's Signature:		Date:
Lessee's Signature:		Date:
Lessee's Signature:		Date:

STOCK TRANSFER

50-1641-4



Mutual **Seventeen** Board Approval
Approved ☐ Disapproved ☐

Received by GRF Board :

By: _____

By: _____

Date: _____

Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-1630-4A, NOTICE OF DISCLOSURES, IN MEMBERSHIP TRANSFERS
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-1630-4A, Notice of Disclosures, in membership transfers.

I move to adopt 50-1630-4A, Notice of Disclosures, in membership Transfers, as presented.

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Notice of Disclosures

Presented by:
Stock Transfer Office

September 28, 2020

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, etc. There are also rules for apartment remodeling, landscaping, and other issues relating to changes, alterations, modifications, additions, and deletions made by shareholders to their apartment, inside and outside, to include the surrounding garden areas. The purpose of this Disclosure is to clearly disseminate the boundaries and limitations set forth in policies regarding these subjects.

Initial Here	Initial Here
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Rentals and Leasing Not Permitted Ownership

~~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.

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 qualified and approved for ownership by the Mutual Corporation. It is disclosed and acknowledged that they are to be used for residential purposes only and may not 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 and addendum if applicable, has been provided to me for review. I understand that I will be required to sign the Occupancy Agreement at my appointment in the Stock Transfer Office.

A By-Laws Booklet is available for your review. You will be provided with a By-Laws Booklet at the completion of your transfer.

(Sep 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Notice of Disclosures

In Membership Transfers

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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.

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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, and this is permitted. 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 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 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

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

Notice of Disclosures

In Membership Transfers

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 artwork, 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. The Golden Rain Foundation and the Mutual Corporations do not procure or hold any insurance to cover your personal losses.

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."

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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

Notice of Disclosures

In Membership Transfers

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.

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Parking

Each unit 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.

“Paws” for Thought

Disclosure Pursuant to Policy 7501

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Pet Ownership Policy



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

If so, does your pet dog 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

Notice of Disclosures

In Membership Transfers

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 online 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.
- Pet dogs must be registered every January through Stock Transfer.

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.

INDEMNIFICATION

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Indemnification

Notice of Disclosures

In Membership Transfers

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

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, but rather represents a compilation of issues of most interest.

Prospective Members Signature

Date

Prospective Members Signature

Date

Prospective Members Signature

Date



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-3182-4, DECAL AND ID CARD FOR MEMBER/OWNER (M/O) –
MUTUAL S 2-12 AND 14-17 FORM
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 2-12 and 14-17 Form.

I move to adopt 50-3182-4, Decal and ID Card for Member/Owner (M/O) – Mutuals 2-12 and 14-17 Form.

STOCK TRANSFER

50-3182-4



Decal and ID Card for Member/Owner (M/O) – Mutuals 2-12 and 14-17 Form

This form must be filled out and returned to the Stock Transfer Office (STO) before your housing unit can be rented. Member/Owner who rents their unit will lose the right to use all Amenities until they move back into their unit in the Community. See 50-3182-1

Member/Owner(s) Name: _____

Address: _____ Mutual _____ Unit #: _____

Email: _____ Phone: _____

Forwarding Address: _____

Current resident ID card and caregiver passes:

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

Any M/Os GRF ID Cards that are not returned will cause a fine to be levied. See 40-3182-2.

Security Department (SD) – Cars/trucks/golf carts/motorcycles/scooters/bicycle/RV's

List of vehicles:

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

Security Department Name/Signature _____

All M/Os Decals that are not returned will cause a fine to be levied. See 40-3182-2.

Document History

Adopted: XXX 20

Keywords: Decal ID Member Owner



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-3182-4A, DECAL AND ID CARD FOR RENTER/LESSEE (R/L) –
MUTUALS 2-12 AND 14-17 FORM
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-3182-4A, Decal and ID Card for Rental/Lessee (R/L) – Mutuals 2-12 and 14-17 Form.

I move to adopt 50-3182-4A, Decal and ID Card for Renter/Lessee (R/L) – Mutuals 2-12 and 14-17 Form.

STOCK TRANSFER

50-3182-4A



Decal and ID Card for Renter/Lessee (R/L) – Mutuals 2-12 and 14-17 Form

This form must be filled out and returned to the Stock Transfer Office (STO) by renter/lessee before you may rent the residential unit. See 50-3182-1 and 40-3182-2.

All ID Cards and vehicle decals must be listed and returned or a fine will be levied.

Renter/Lessee(s)

Name: _____

Address: _____ Mutual _____ Unit #: _____

Email: _____ Phone: _____

Forwarding Address: _____

Security Department (SD) – Cars/trucks/golf carts/motorcycles/scooters/bicycle/RV's

List of vehicles:

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

_____ Decals removed: (Yes) _____ (No) _____

Security Department Name/Signature _____

Any R/Ls decals not returned will cause a fine to be levied. See 40-3182-2.

People listed at unit including caregivers:

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

_____ ID Card returned: (Yes) _____ (No) _____

Any R/Ls GRF ID Cards not returned will cause a fine to be levied. See 40-3182-2.

Document History

Adopted: XXX 20

Keywords: Decal ID Renter Lessee



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: ADOPT 50-1640-4A, RENTERS/LESSEES EMERGENCY CONTACT FORM
DATE: DECEMBER 16, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-1640-4A, Renters/Lessees Emergency Contact Form.

I move to adopt 50-1640-4A, Renters/Lessees Emergency Contact Form, as presented.

Renters/Lessees Emergency Contact Form



This Form is required annually for all Renters/Lessees

Mutual # _____ Unit # _____

Name(s): _____

Phone # _____ Cell phone # _____

Email address _____

To ensure accuracy, please print clearly

1	Contact Name: _____	Relationship: _____
	Address: _____	Home phone: _____
	City: _____	Cell phone: _____
	State: _____	Email address: _____
	Zip Code: _____	Preferred pet contact <input type="checkbox"/>
2	Contact Name: _____	Relationship: _____
	Address: _____	Home phone: _____
	City: _____	Cell phone: _____
	State: _____	Email address: _____
	Zip Code: _____	Preferred pet contact <input type="checkbox"/>
3	Contact Name: _____	Relationship: _____
	Address: _____	Home phone: _____
	City: _____	Cell phone: _____
	State: _____	Email address: _____
	Zip Code: _____	Preferred pet contact <input type="checkbox"/>
4	Contact Name: _____	Relationship: _____
	Address: _____	Home phone: _____
	City: _____	Cell phone: _____
	State: _____	Email address: _____
	Zip Code: _____	Preferred pet contact <input type="checkbox"/>

The information you provide is considered CONFIDENTIAL for emergency purposes only.

Signature

Date

Signature

Date

Return this form to the Stock Transfer Office.

If you require additional forms, contact Stock Transfer at (562) 431-6586, ext. 339, 347, or 348.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COVID-19 AD HOC COMMITTEE
SUBJECT: ADOPT AND IMPLEMENT 70-1448-3R, EMERGENCY OPERATIONAL
PROCEDURES-MISSION PARK, PHASE TWO
DATE: DECEMBER 16, 2020
CC: FILE

At the regularly scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the GRF Board proposed emergency action 70-1448-3R, to re-open Trust property as identified as the Mission Park under all applicable or more restrictive public health and safety orders.

At the regularly scheduled meeting of the GRF Board of Directors on November 24, 2020, the Board moved to review this request at the December 2020 Board meeting.

I move to adopt emergency action policy 70-1448-3R for Trust property identified as the Mission Park, under the provisions civil code (§4360(d)).

RECREATION**Mission Park – Phase Two – Emergency Operational Procedures**

Due to government restrictions and recommendations brought about by the pandemic, this rule permits the use of the Mission Park – Multi-Use Courts during emergency health crises and incorporates guidelines for at risk senior communities. The GRF will take the following steps to ensure a safe environment for re-opening the Mission Park – Multi-Use Courts, for limited in-person activity.

Use of this facility is not allowed if you are exhibiting any symptoms of the coronavirus: Mild to severe respiratory illness with fever, cough and difficulty breathing, or other symptoms identified by the CDC; have been in contact with someone with COVID-19 in the last 14 days. Completion of a COVID Survey is required for all GRF members using this facility.

The Recreation Department will make the Mission Park – Multi-Use Courts available for Member usage under the following restrictions:

1. FACE MASKS

- 1.1.** Wearing a face mask is mandatory. Mask must cover nose and mouth completely.
- 1.2.** Public health authorities recommend the face mask is the minimum requirement for protection of both the wearer and the people around the wearer.
- 1.3.** A splash shield/face shield does not provide a level of protection to the wearer and those around them.
- 1.4.** A splash shield/face shield may be worn in addition to the required mask.

2. PICKLEBALL

The following procedure has been expanded pursuant to regulations recommended by the USA Pickleball Association and incorporates guidelines for at risk senior communities in particular.

- 2.1.** Play at the Multi-Use court, when opened, must be booked through the <http://www.lwsb.com> website. Walk on games are allowed permitting but reservations have priority.
- 2.2.** Requests are accepted at <http://www.lwsb.com/reserve> Monday through Sunday before 4:00 p.m. for play the following day.
 - 2.2.1.** Players must check in with staff to verify their reservation.
 - 2.2.2.** Staff may request a player's GRF ID at any time.

RECREATION**Mission Park – Phase Two – Emergency Operational Procedures**

- 2.3.** Hours of operation are 8:30 a.m. to 7:00 p.m. daily. They are posted on the court and on the website.
- 2.3.1.** Scheduling will be adjusted by management as needed to satisfy safety requirements and conform to Staff hours.
- 2.3.2.** GRF may close the facility completely without notice.
- 2.4.** No after game congregation/socializing is permitted in Mission Park, the parking lot or the immediate surrounding area. After their match, players must promptly leave the Mission Park/Clubhouse Two area.
- 2.5.** To eliminate touch points, benches, score tenders, and all tables and chairs will be removed.
- 2.6.** Masks must be worn in all areas until playing begins on the court. Masks also must be worn after play is completed.
- 2.7.** Social distancing as defined by the CDC (maintaining 6 feet of distance) must be maintained at all times.
- 2.8.** Participants should wash their hands with soap and water (for 20 seconds or longer) or use a hand sanitizer before and after each match.
- 2.9.** A disinfecting/sanitizing bucket will be on site, between Bocce and Multi-Use courts for players to use to clean balls and paddles.
- 2.10.** The Clubhouse Two restrooms will be made available; however, no more than 2 players per restroom will be permitted at a time.
- 2.11.** Multi-Use games are limited to one hour of play. Pickleball games are limited to 4 players per court for one hour of play.
- 2.12.** Multi-Use players must provide their own paddles, balls and gloves.
- 2.12.1.** Players must wear gloves when handling the ball and not touch other players' equipment.
- 2.12.2.** Should a ball identified with another player wind up on your side of the court, do not touch the ball with your hands. Use your paddle or feet to advance the ball to the other side of the court.

Document History

Adopted: XX XXX 20

Keywords: Mission Park Phase Two Multi-Use COVID Pickleball

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BOARD ACTION MEMO

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: WORKERS' COMPENSATION POLICY RENEWAL
DATE: DECEMBER 11, 2020

Attached (Exhibit A) for review and approval is GRF's proposed 2021 Workers' Compensation policy.

Our insurance broker of record has reviewed our coverage and obtained bids from four (4) carriers including our current carrier, Cypress Insurance Company, Berkshire Hathaway (BHHC).

The proposals, based on the 20201 budgeted payroll, ranged from \$210,907 to \$270,000 with the lowest bid coming from BHHC, our current carrier. The 2021 budget for this expense is \$255,668.

It is important to note the renewal quotes for 2021 include several positive line items listed below:

- Improved loss history through active safety programs, procedures and ongoing trainings.
- Reduction in experience modification from 80 to 78.
- The 2021 budget for this expense is \$255,668. The estimated annual premium indicated for 2021 is \$210,907 representing a possible* savings to budget of \$44,761.
- GRF is considered a better than average risk in comparison to other similar-sized companies.

Incumbent: Cypress Insurance Company (Berkshire Hathaway)	Quoted: \$210,907
Berkley Net	Indication: \$216,500
Insurance Company of the West	Indication: \$224,000
Preferred Employers Insurance	Indication: \$250,000
Everest Premier Insurance Company	Indication: \$270,000

*Note: All quotes are based on an estimated payroll according to the 2021 operating budget. The total premium will be based on actual audited payroll totals.

I move to approve renewal of the contract for Workers' Compensation Coverage with Cypress Insurance Company, Berkshire Hathaway Homestate Companies (BHHHC), for the 2021 policy year, in the amount of \$210,907, and authorize the GRF President to sign the required documents.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL FUNDING REQUEST – PAPER SHREDDER PURCHASE
DATE: DECEMBER 23, 2020
CC: FILE

The paper shredder located in the Copy & Supply Center has reached its useful life and is now inoperable. The shredder is used for destroying GRF and Mutual Boards and/or resident-sensitive information in high volume. As such, the shredder will need to be replaced with a comparable machine to accommodate the high usage. Staff is seeking approval to purchase a new heavy-duty paper shredder to replace the existing machine.

Three bids were obtained. Details are attached in Exhibit A and are summarized below.

OfficeSupply.com	1,072
DigitalBuyer.com	1,112
Amazon.com	1,337

At the regularly scheduled meeting of the Finance Committee on December 21, 2020, the Committee reviewed this request and has determined capital funds of \$1,100 are available.

I move to approve the purchase of a heavy-duty paper shredder, at a cost not to exceed \$1,100, Capital funding, for use in the Copy & Supply Center.

Checkout

[Credit Card](#)

SHIPPING



Julie Rodgers
Golden Rain Foundation
2601 Westminster Ave Seal Beach, CA 90740-5600
(562) 472-1307

[Change Shipping](#)

PAYMENT Cards We Accept ?



Visa ending in 9306

Julie Rodgers | Expires 09/2025

[Change Payment](#)

REVIEW



HSM of America SECURIO B34c Cross-Cut Shredder, Shreds up to 24 Sheets, 26.4-Gallon Capacity 22 Sheets/ Pass - 3/16" x 1 1/8" Particle Size - 12.2" Throat Width - 26.4 Gallon Size Capacity - Shreds CD's, Credit Cards, Paper Clips, & Staples

\$985.60

Qty: 1

[Edit Cart \(/cart\)](#)

ORDER SUMMARY[Edit Cart \(/cart\)](#)

Subtotal	\$985.60
Shipping	\$0.00
CA Tax 8.75%	\$86.24

Total	\$1,071.84
--------------	-------------------

Enter P.O. Number [>](#)

PLACE ORDER

By placing your order, you agree to OfficeSupply.com
privacy policy ([/privacy](#)) and terms of service ([/terms](#)).

Tax Exempt? Email your tax certificate to help@officesupply.com (<mailto:help@officesupply.com>)
Learn more about how Tax Exempt orders work.

Customer Service Reference # RGVFFS0P




To Place an Order Please Call (800) 408-2718



Review and Proceed to Checkout

Questions? Call us (800) 408-2718 (7AM-5PM Pacific)

Product Name	Unit Price	Qty	Subtotal
 MPN# 1843 HSM 1843 Securio B34c Cross Cut Paper Shredder Usually Ships Within 48 Hours	\$1,009.00	1	\$1,009.00

Estimate Shipping and Tax

Country* State* Zip/Postal Code*

United States California 90740

Shipping Rates (click option for more information)

☒ S&H - Dock / Tailgate Delivery - \$0.00

This option requires you to have a dock or forklift. Click here to learn more.

☐ S&H - Liftgate / Curbside Delivery - \$65.00

☐ S&H - White Glove Service - \$550.00
Subtotal **\$1,009.00**Shipping & Handling **\$0.00**Tax **\$103.42****GRAND TOTAL \$1,112.42**

Begin Secure Checkout

You're Saving **69%** off
Regular Price

Secure Checkout

Already have an account? [login](#)

Need Help? Call Us!

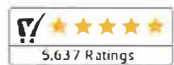
1-800-408-2718

Once your order is placed:

- We will e-mail you an order confirmation
- Estimated ship date notification will be emailed to you.
- Tracking will be automatically e-mailed to you
- Log in to your account to view order status.

STEP 1

Billing & Shipping



Billing Information

First Name*

Last Name*

Company

Address 1*

Address 2 Suite / Unit / Building / Apt

City*

Zip Code*

State* Please select state

Country* United States

Telephone*

E-mail Address*

Shipping Information

☒ Ship to the same address

First Name*

Last Name*

Company

Address 1*

Address 2 Suite / Unit / Building / Apt

City*

Zip Code*

State* Please select state

Country* United States

Telephone*

STEP 2

Shipping Method

☒ S&H - Dock / Tailgate Delivery \$0.00

This option requires dock or forklift. Click here to learn more.

☐ S&H - Liftgate / Curbside Delivery \$65.00

☐ S&H - White Glove Service \$550.00

Shipping rates may change if your delivery address is residential or limited access. Click here to learn more



Checkout (1 item)



1 Shipping address

Julie Rodgers
2601 WESTMINSTER AVE
SEAL BEACH, CA 90740-5600
[Add delivery instructions](#)

[Change](#)[Place your order](#)

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

2 Payment method

VISA Visa ending in 9306
Billing address: Julie Rodgers, PO Box 3519, ...
[Add a gift card or promotion code or voucher](#)
 [Apply](#)

[Change](#)

Order Summary

Items:	\$1,229.88
Shipping & handling:	\$0.00
Total before tax:	\$1,229.88
Estimated tax to be collected:*	\$107.61

Order total: \$1,337.49

3 Review items and shipping

Estimated delivery: Dec. 22, 2020 - Dec. 28, 2020

Items shipped from Shoplet



**HSM1843 - HSM SECURIO
B34c Cross-Cut Shredder**
\$1,229.88

Qty: 1

Sold by: Shoplet

Not eligible for Amazon Prime

[\(Learn more\)](#)

WARNING: California's
Proposition 65

Choose a delivery option:

☒ **Tuesday, Dec. 22 - Monday, Dec. 28**
FREE Standard Shipping

Gift options not available.

Supporting: Golden Age Foundation Inc

[How are shipping costs calculated?](#)[Why didn't I qualify for Prime Shipping?](#)[Place your order](#)

Order total: \$1,337.49

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

*Why has sales tax been applied? [See tax and seller information](#).

Need help? Check our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

[Important information about sales tax you may owe in your state](#)

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#).

Need to add more items to your order? Continue shopping on the [Amazon.com homepage](#).

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: OPERATING FUNDS REQUEST – PREPAID MICROSOFT SUPPORT
DATE: DECEMBER 23, 2020
CC: FILE

Boyer & Associates, the consultant of record, provided support for the Microsoft Dynamics software application to Golden Rain Foundation (GRF) is running a special on their support hours. The current hourly rate for their support is \$210. The special offers the purchase of a prepaid block of 50 hours at \$195 per hour. The offer is good until December 31, 2020 and the prepaid hours purchased will never expire.

This past year, GRF used approximately 37 hours of support from Boyer & Associates. There are several projects in progress with Boyer & Associates. As such, GRF will be receiving invoices for this support at \$210 per hour when the support has been rendered if no prepaid hours are purchased.

At the regularly scheduled meeting of the Finance Committee on December 21, 2020, the Committee approved the purchase of a block of 50 prepaid support hours from Boyer & Associates and has determined operating funds of \$9,750 are available.

I move to approve the purchase of a prepaid block of 50 support hours from Boyer & Associates, in the amount of \$9,750, Operating funds.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND 70-1447-1 USE OF COMMUNITY FACILITIES – MINI FARM RULES
DATE: DECEMBER 15, 2020
CC: FILE

At the regularly scheduled meeting of the Recreation Committee, the Committee recommended the GRF Board amend 70-1447-1 Use of Community Facilities – Mini Farm Rules, as presented.

I move to amend 70-1447-1, Use of Community Facilities – Mini Farm Rules, adding information pertaining to renters/lessees and prohibiting water run-off on walkways, sidewalks, or adjacent plots, as presented.



RECREATION

Use of Community Facilities, Mini Farm – Rules

Renter/Lessee, (R/L), must follow all rules and is are-subject to any consequences for failure to do so. The Member/Owner, (M/O), is ultimately responsible for the behavior and actions of their R/L and will be e-held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Ppolicy 30-5093-1, Shareholder Code of Conduct.

1. GENERAL REGULATIONS

The Recreation Department is responsible for the fair and equitable use of the Mini Farm area also known as the 1.8 acres. The Recreation Department will also be responsible to ensure that all of the conditions of these rules are followed.

- 1.1. The Mini Farm plots are for Golden Rain Foundation (GRF) Members in good standing only. Only one plot shall be assigned per household.
- 1.2. If the M/O subsequently rents their unit, the M/O forfeits the right to retain their plot and must notify the Recreation Department and relinquish it immediately
- 1.3. If the R/L has leased a plot, the lease shall be terminated immediately upon termination of their tenancy in the M/O's unit.
- 1.4. The Mini Farms are a non-smoking, tobacco-free, vapor-free, drug-free environment.
- 1.5. Alcoholic beverages may not be brought into the Mini Farm area.
- 1.6. No animals allowed in the Mini Farm area: Qualified Service Animals will be allowed in the garden if staying with their owner.
- 1.7. Lessee may not carry, use, or store firearms or weapons of any kind in the Mini Farm area.
- 1.8. Radios are not allowed. If you would like to use your music devices, headphones are required.
- 1.9. Spaces shall be leased on an annual basis or a maximum of six consecutive years. Upon the completion of the sixth year, Lessee must relinquish their plot. The Lessee can go back on the waiting list.
- 1.10. Plots shall not be abandoned, traded, or given up to another GRF Member by the Lessee. If you choose to relinquish your space, you must notify the Recreation Department and your space will be reassigned to the next GRF Member on the waiting list. No refunds shall be issued for any monies paid to GRF.
- 1.11. Lessee is responsible for the planning and management of their own plots, including providing seeds, plants, amendments, and any tools. Plots must be worked solely by the Lessee. Exception: In case of an injury or temporary illness, Lessee shall notify the GRF Recreation Department in writing and a "garden angel" can be assigned to care for your garden for up to 2 (two) weeks with the approval of the Recreation Department.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Use of Community Facilities, Mini Farm – Rules

- 1.12. Lessee may bring a guest, including children, into the Mini Farm area, provided that the guest complies with the code of conduct. Children must always be accompanied by an adult.
- 1.13. GRF Members and their Guest may not enter other plots or harvest produce without explicit written permission from that plot's Lessee.
- 1.14. Lessee will keep clean and neat any common areas, such as [adjacent](#) pathways. Lessee will promptly report any concerns about safety of the garden to the GRF Recreation Department. The [adjacent](#) pathway along the wall bordering Nassau Drive and all walkways must always be kept clear of gardening tools and plant materials from the plots.
- 1.15. Storage containers made of metal or wood are not permitted; storage container must be the type approved by the Recreation Committee and the storage container and tools must be kept within the boundaries of the designated plot.
- 1.16. Neither trellises nor fences may exceed 7 feet in height to avoid shading a neighbor's plot.
- 1.17. Structures to encourage vertical growing, including arbors, trellis, tree branch frames, and cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict with community standards.
- 1.18. GRF does not permit the construction or existence of permanent shelter structures within the individual plots, including personal sheds, storage, or shade units.
- 1.19. One faucet is set up for up to four plots for watering. The plots that are assigned to that area have exclusive use of the water fixture.
- 1.20. Automatic sprinklers and soaker hoses are forbidden. Mini Farmers must turn off water faucet or valve before leaving the plot. Mini Farmers shall not leave watering unattended at any time. [Water run-off is not permitted on walkways, sidewalks, or adjacent plots.](#)
- 1.21. Crushed rock or gravel is not permitted inside the plots. Any existing crushed rock or gravel must be removed from the plot upon vacating.
- 1.22. No wood treated with wood preservative shall be used in any plot.
- 1.23. No piles of wood, brick, pipes, hoses, or fencing shall be stored in plots.
- 1.24. The use of "scrap" materials, such as broken bricks or pavers, scraps of wood, metal, or plastic is not permitted.
- 1.25. Items not authorized must be disabled and removed from the plot by required compliance date.
- 1.26. All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a solid base underneath, and not exceed 7 feet tall. Existing trees or shrubs cannot extend over walkways or exceed 7 feet in height during any month of the year.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Use of Community Facilities, Mini Farm – Rules

Any existing tree shall be cut down when a lot is vacated before being assigned to a new GRF Member. No more than 10% of plot may be planted in flowers, the remaining balance shall be used to plant produce.

1.27. The Recreation Department may order the forfeiture of a plot when any Mini Farmer does not maintain his/her plot as described in the rule. Failure to plant at least 75% of a plot for three (3) months, shall be sufficient cause to forfeit the plot.

1.28. If a plot appears untended (overgrown weeds, unharvested), you will be issued a violation notice. If the violation is not remedied by the required compliance date, the GRF Recreation Department may evict Lessee upon three violations.

1.29. GRF Members shall park in designated parking spaces only.

1.30. Dumpsters are available for the disposal of green waste and regular trash. The removal of discarded items from the dumpster will not be permitted at any time.

1.31. Plots must be cleared of all vegetation and weeds before vacating plot. Failure to clean plot for final inspection will result in loss of lease deposit and Mini Farm future privileges.

1.32. If the Mini Farmer fails to comply with any terms of the lease within the allotted compliance time, then garden plot will be immediately forfeited with no refund of fees, nor will they be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the Community Garden or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.

2. HOURS OF OPERATION

7:00 a.m. to dusk seven (7) days a week.

3. MAINTENANCE OF PLOTS

3.1. To prevent the breeding of flies, harboring of rats, or air contamination, all decaying compost or newly delivered fertilizer shall be properly cared for by effectively sealing in plastic bags, or by turning it under in the plot within 48 hours.

3.2. Remove all garden trash, spent plants, clippings, and leaves from the plot daily in the provided green waste bins.

3.3. Keep all plots, including the area to the center of the adjacent pathways, free from all grass and weeds through the year, whether or not the garden is planted or fallow.

3.4. Use care and caution while watering in order to keep from flooding neighboring plots and pathways.



RECREATION

Use of Community Facilities, Mini Farm – Rules

- 3.5. Use care when spraying or dusting for bugs, snails, and other garden pests. Members must make every effort to ensure there is no drifting of pesticides to adjoining plots. GRF does not permit the use of Roundup on Trust property. See addendum A for approved pest control.
- 3.6. Store only the garden material necessary to supporting, staking or containing the plantings, neatly within the perimeter of one's assigned garden plot. No plants or vines shall be allowed to grow past a fence or property line, over walkways or sidewalks. No exterior fence will be used as a trellis on which to grow plants or vines.
- 3.7. GRF is not liable for loss or damage to personal property, vandalism to the garden parcel, and/or destruction of crops due to disease, pests, rodents, gophers, ~~or~~ inclement weather, or flooding from water run-off by hose/faucet whether coming from water lines inside or outside of plots.-
- 3.8. All items stored within the garden plot must be essential to gardening. Pesticides of any kind may not be stored at the Mini Farm. Items such as wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner. Materials may not be stores against either the perimeter fencing of the plot or Mini Farm.
- 3.9. GRF is responsible for the maintenance and pest control of the common areas. Lessee is responsible for maintenance and pest control within their plot.
- 3.10. Lessee is responsible for the cost, installation, and maintenance of fencing. Staff must approve any fence or other structure prior to installation and follow GRF guidelines. Staff will provide written approval/permit for installation. This permit must be displayed at the plot for 30 days. See addendum B for approved fencing.

4. CORRECTIVE ACTION

- 4.1. The Recreation Committee may order the forfeiture of any plot when the GRF Member fails to comply with this set of rules or any action in violation of the established Code of Conduct policy.
- 4.2. The Recreation Department reserves the right to review and adjust the operating rules to accommodate the needs of the community at any time. The Recreation Department also reserves the right to enter any plot at any time.



RECREATION

Use of Community Facilities, Mini Farm – Rules

Document History

Adopted: 26 Nov 19 Amended: 28 Jan 20 Amended: 27 Oct 20
 Amended: 24 Nov 20

Keywords: Mini Farm Garden Plot
 1.8 Acres

159



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND 70-1487-1 RECREATIONAL VEHICLE LOT (RVL) – RULES AND REGULATIONS
DATE: DECEMBER 15, 2020
CC: FILE

At the regularly scheduled meeting of the Recreation Committee, the Committee recommended the GRF Board amend 70-1487-1 Recreational Vehicle Lot (RVL) – Rules and Regulations, as presented.

I move to amend 70-1487-1 Recreational Vehicle Lot (RVL) – Rules and Regulations, establishing that Renter/Lessees must follow all rules and are subject to any consequences for failure to do so and that Member/Owners are responsible for their Renter/Lessees, including any fees, fines, or disciplinary consequences.

Recreational Vehicle Lot (RVL) – Rules and Regulations



Renter/Lessee, (R/L), must follow all rules and is subject to any consequences for failure to do so. The Member/Owner, (M/O), is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Shareholder Code of Conduct.

1. RECREATIONAL VEHICLE LOT (RVL) GENERAL USE CONDITIONS:

1.1. The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Members in good standing, (Member, Co-occupant, Qualified Permanent Resident, and Mutual Renter/Lessee [R/L]) per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies. "Good standing" means that Members may not be delinquent on any assessment (more than 30 days), and related charges, fees or fines as verified by Stock Transfer and Finance Departments, for the storage of their Qualifying Recreational Vehicle(s) (QRV).

1.2. If the M/O subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department and remove their vehicle immediately.

1.3. If the R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of their tenancy in the M/O's unit.

1.4. The M/O is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.

1.5. The Recreation Department has the primary responsibility for administration, governance and coordination of maintenance issues for the RVL. The RVL is authorized by the (GRF) Board of Directors (BOD). For information or maintenance issues in regard to the RVL, call the RVL Attendant at (562) 431-6586 ext. 373.

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

"Recreational Vehicle" means both of the following:

2.1. A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, designed ~~for human habitation~~ for recreational purposes, emergency, or other occupancy that meets all of the following criteria:

2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms

2.1.2. It contains 400 square feet or less of gross area measured at

RECREATION

70-1487-1



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 43 maximum horizontal projections
- 44 **2.1.3.** It is built on a single chassis
- 45 **2.1.4.** It is either self-propelled, truck mounted, or permanently towable on
- 46 the highways without a permit, i.e., car caddy
- 47
- 48 **2.2.** A park trailer, as defined in Section 18009.3 (CHSC).
- 49
- 50 **3.** The following described solely owned by GRF Member(s) QRV, operated and
- 51 Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF
- 52
- 53 RVL space. All vehicles **must be in operating condition:**
- 54
- 55 **3.1.** Travel Trailers 13 to 40 feet in length
- 56 **3.2.** Fifth wheel trailers 15 to 40 feet in length
- 57 **3.3.** Folding camp trailers
- 58 **3.4.** Class A recreational motor home, built on a truck chassis with a gasoline or
- 59 diesel engine
- 60 **3.5.** Class C recreational motor home, built on a modified van chassis and usually
- 61 overhangs the cab
- 62 **3.6.** Class B conversion van camper (may have a raised roof)
- 63 **3.7.** Boats on trailers (personal water craft i.e. jet skis, Sea Doos or similar vessels
- 64 **3.8.** Empty boat trailers are allowed to park in the lessee's leased space. The trailer
- 65 and boat must be inspected together at the initial inspection and subsequently
- 66 every six months (semi-annually)
- 67 **3.9.** Box trailers used solely for recreational purposes. No storage or workshops
- 68 are permitted inside box trailers. Any QRV inside of a box trailer must be
- 69 operational at all times; in working order and ready to use. Box trailers are
- 70 subject to random inspection
- 71
- 72 **4.** The following described vehicles are **NOT** permitted to be placed in a leased QRV
- 73 space and may be towed away at the Member's expense upon approval of the GRF
- 74 BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.
- 75
- 76 **4.1.** RV of former GRF Members
- 77 **4.2.** Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long
- 78 (including the tongue)
- 79 **4.3.** Commercial rental, or similar type, open or closed trailers
- 80 **4.4.** Any eligible (as described in Section 2) DMV registered RV, passenger or

RECREATION

70-1487-1



Recreational Vehicle Lot (RVL) – Rules and Regulations

- commercial vehicle converted into a storage unit
- 4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacturer for recreation.human habitation
- 4.6. RV not currently registered with GRF Recreation Department
- ~~4.7. Horse/livestock trailers~~
5. All GRF approved QRV must be in operating condition at ALL times and shall be required to display current on-street/highway registration, of any state, on the license plate.
6. Only a GRF approved QRV, registered solely to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application within 30 days of their QRV registration renewal:
- 6.1. A valid GRF Member's State issued driver's license
- 6.2. Proof of appropriate liability insurance with the GRF Member's name as the primary insured
- 6.3. Vehicle registration papers with the GRF Member(s) name as sole owner
- 6.4. The current GRF Member's identification card
- 6.5. Current emergency contact information
- Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.
7. Any changes in the QRV ownership, GRF Member's address, insurance, phone number, emergency contact or license plate number of the QRV, must be reported to Recreation Department within seven (7) days of the change. Written notification shall be mailed, or delivered by hand to: **Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740**. The Recreation Department will acknowledge receipt of the documents in writing.
8. Non-compliance with any rule or regulation contained in this policy may result in cancellation of the RVL lease, towing of the QRV and/or disciplinary action.
9. Spaces in the RVL will be assigned by the GRF Recreation Department on a first come, first served basis, one vehicle per space, at its sole discretion. A maximum of one space per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle in order to make the best use of the available spaces. Space assignments are subject to change upon notification. QRV shall only be parked within the footprint of the assigned space. A car caddy, as described in Section 2, may be parked with a motorhome if space allows. QRV not parked in their assigned space will be subject to tow at Member's expense (See Policy 1927-37) and/or the Member may be subject to

RECREATION

70-1487-1



Recreational Vehicle Lot (RVL) – Rules and Regulations

- disciplinary action.
10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.
11. The Recreation Department may request that GRF approved QRV will be moved as required for maintenance of the RVL. When a ten (10) day notice has been issued, and if the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the GRF Member leasing the space.
12. Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given only if the space is cancelled by GRF during the lease period.
13. The RVL access shall only be granted to those GRF Members having a RVL lot lease. A maximum of one key and one remote per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon signing a lease for a space. The GRF Member will be the only one issued a key and remote for access to the RVL. The GRF Member may not give or loan their key or remote to anyone. **Non-residents will not be allowed entry into the RVL without the GRF Member being present. The GRF Member must remain with the guest during the duration of their time in the RVL. All QRV will need to be driven or towed off of the lot by the Lessee. Authorization for entry letters will not be allowed. The Lessee is responsible for their guests at all times.**
14. The Recreation Department will charge a deposit for the key and remote. This fee is refundable upon key and remote return to the GRF Recreation Department. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV. **No one without a QRV in the RVL shall have a remote or key. Anyone using same will be removed from the RVL, have the remote and key taken and will no longer be allowed in the RVL, even as a guest.**
15. A current copy of the *Recreational Vehicle Lot (RVL) Rules and Regulations Policy 1487- 50 and Fees and Fines for the RVL 1487.01-50*, will be issued to the responsible party of the leased space at the time of application. The GRF Recreation Department will notify the GRF Member when Policy 1487-50 or 1487.01-50 are revised by the GRF.
16. The GRF BOD has authorized the Policy/Parking Review Violation (PRV) Panel to review all citations specific to the RVL, Policy 1487-50, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 1487-50 and 1487.01-50 noted herein. The GRF BOD has authorized the Recreation Department to tow or remove vehicles or property in violation of this policy, from the RVL at the member's expense. Any exceptions to Policy 1487-50 or 1487.01-50 require the written approval of the Executive Director or designee and BOD President of the Golden Rain Foundation. Member violation citation records shall be kept for three (3) years. The

RECREATION

70-1487-1



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 161 GRF BOD has established penalties for violations and has noted them on the fine
162 schedule in Policy 1487.01-50. Penalties may be greater for repeated violations within
163 a three (3) year period.
- 164 **17.** It is prohibited to allow QRV slide outs to be extended. Exception: when using the
165 charging station.
- 166 **18.** It is prohibited to operate a generator in an unattended QRV. When the GRF Security
167 or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The
168 GRF Staff will attempt to notify the owner to shut it off.
- 169 **19.** If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF
170 Member will be subject to disciplinary action by the GRF PRV Panel. This violation may
171 terminate the lease and/or tow of the QRV.
- 172 **20.** The speed limit within the RVL is five (5) miles per hour.
- 173 **21.** Drivers must observe established roadways. NO driving through or across any
174 unoccupied spaces is permitted.
- 175 **22.** Drivers must follow the natural angle of entry and departure to and from their space.
- 176 **23.** Drivers shall not short the acute angle, nor cross lines or marked corners.
- 177 **24.** No off road vehicles are to be driven in the lot at any time, but the GRF Member may
178 load and unload them from their trailer.
- 179 **25.** All vehicles stored in the RVL must be operational at all times. Operational is defined
180 as "in use, in working order or ready to use."
- 181 **26.** No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
- 182 **27.** All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly
183 placed on the vehicle.
- 184 **28.** Members shall not engage in any conduct that creates a nuisance or otherwise
185 interferes with the use and enjoyment of other Members' spaces or adjacent
186 residences.
- 187 **29.** All of the conditions of the Lease must be followed at all times.
- 188 **30.** The use of the Dump station is for Lessees only and all posted procedures shall be
189 strictly followed.
- 190 **31.** No repairs of any kind shall take place at the charging station.
- 191 **32.** QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin
192 board by the lot entrance. All sales must be by the owner only. No second party or
193 broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the
194 QRV.
- 195 **33.** Anyone selling a QRV that belongs to another can have their RVL privileges suspended
196 or revoked and their lease canceled and/or the QRV towed.

RECREATION

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Recreational Vehicle Lot (RVL) – Rules and Regulations



- 197 **34.** No pets are allowed in the RVL other than to transfer the pet from one vehicle to the
198 other.
- 199 **35.** The pedestrian gate must be locked immediately after passing through at all times.
- 200 **36.** Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf
201 carts.
- 202 **37.** Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a
203 Lessee can maintain their space, but the Lessee must notify the RVL Attendant and
204 update their paperwork. If the QRV is smaller, it may result in a mandatory space
205 change.
- 206 **38.** If the Lessee sells their vehicle, that space is not transferable. If the buyer is a GRF
207 Member and is requesting a space in the RVL, they must be added to the waiting list in
208 the chronological order of the request.
- 209 **39.** Lessees are required to keep the area around their QRV clean and free of debris and
210 clutter at all times.
211
- 212 **39.1.** All trash is to be placed in trash containers
- 213 **39.2.** No debris shall be tossed onto the ground
- 214 **39.3.** No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires,
215 anti-freeze and other vehicle fluids)
- 216 **39.4.** GRF Members should be conscious of standing water and make every effort
217 to avoid this (i.e., drain plug pulled, covers taut, etc.)
- 218 **39.5.** Tarps and covers must not be frayed or torn or create an appearance of
219 neglect
220
- 221 **40.** It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything
222 other than permanently installed jacks.
- 223 **41.** Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an
224 unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF
225 RVL Staff, without notice to the Member.
- 226 **42.** Damage caused to GRF property or another Lessee's property must be reported to the
227 RVL Attendant immediately or in his/her absence to the Security Department, and
228 liability will be assumed by the damaging party. Failure to do so may result in
229 immediate accordance with the California DMV Code Section 20002.
- 230 **43.** No unapproved work or maintenance shall be done to any vehicle while in the RVL,
231 unless provided by Policy 1487.02-50.
- 232 **44.** One vehicle may remain in the Lessee's space when the QRV is being used on a trip.
233 The vehicle must have a valid GRF Security issued decal on their windshield. No GRF
234 Member visitor passes are allowed. A Lot use pass must be obtained from the RVL

RECREATION

70-1487-1



Recreational Vehicle Lot (RVL) – Rules and Regulations

- Attendant and posted on the dashboard of the vehicle during the Member's trip.
- 45.** Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled.
- 46.** Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease.
- 47.** If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV.

Document History

Adopted: 27 Feb 18 Amended: 23 Jul 19

Keywords: RV Recreational Lot Rules Recreation
Vehicle



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND 40-1488-6 MINI FARM 1.8 ACRE – LEASE AGREEMENT
DATE: DECEMBER 15, 2020
CC: FILE

At the regularly scheduled meeting of the Recreation Committee, the Committee recommended the Board amend 40-1488-6 Mini Farm 1.8 Acre – Lease Agreement, as presented

I move to amend 40-1488-6 Mini Farm 1.8 Acre – Lease Agreement, adding Mutual renter lessee to the definition of Lessee, establishing that if a Member/Owner rents their unit, their right to lease a plot is forfeited, and establishing that the Lessee will be liable for damage to neighboring plots resulting from acts of omission, as presented.

RECREATION

40-1488-6



LEASE AGREEMENT –MINI FARM (1.8 ACRE)

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and _____ (hereinafter referred to as “**LESSEE**”) who agrees as follows:

1. OPENING CLAUSES

This lease agreement is made with reference to the following facts and objectives:

- a. **GRF** is the owner of the Premises which consists of a 1.8-acre parcel of real property located at 13101 Nassau Drive, Seal Beach, California, 90740 (hereinafter the “Premises”).
- b. ~~LESSEE is willing to lease~~ is willing to lease plot #____ located at the Premises from GRF pursuant to the provisions stated in this agreement.
- c. The **LESSEE** (Member, Co-occupant, Qualified Permanent Resident, Mutual Renter/Lessee [R/L]) wishes to lease the above portion of the premises for the purpose of recreational gardening.
- d. If the Member/Owner (M/O) subsequently rents their unit, the M/O forfeits the right to retain their plot and must notify the Recreation Department and relinquish it immediately, and the plot lease shall be thereby terminated.
- e. If the R/L has leased a plot, the lease shall be terminated immediately upon termination of their tenancy in the M/O’s unit and the plot relinquished.
- f. The M/O is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.
- g. **LESSEE** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this Lease shall be months commencing on ____, and ending ____, 2022. Notwithstanding anything herein to the contrary, this Lease shall terminate immediately upon the happening of either of the following: 1) ~~the LESSEE’s rental of a unit, if LESSEE is a Member/Owner and rents his/her unit; or, if a Member/Owner rents their unit they lose their right to lease a plot and must immediately surrender~~ 2) if LESSEE is a renter/sublessee of a unit within a Mutual, upon the termination of LESSEE’s rental of such unit.

3. ANNUAL RENTAL AND TAXES

LESSEE shall pay GRF a minimum annual payment, without deductions, setoff, prior notice, or demand:

- a. Application Fee - \$10.00
- b. Annual Plot Lease Fee - \$100.00

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

- c. Deposit - \$15.00
- d. The first year's payment is payable (10) days after the contract is signed by both parties and the **LESSEE** is invoiced. For each subsequent year, annual lease payment is due on January 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the **LESSEE** must pay \$25.00.
- e. All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, P.O. Box 2069, Seal Beach, California 90740 (ATTENTION ACCOUNTING).

Upon end of term of lease and/or cancellation of the lease, **LESSEE** shall not receive a refund or reimbursement for fees and/or any other expenses. GRF shall pay all real property taxes, general and special assessments levied and assessed against the Premises.

4. **USAGE**

LESSEE wishes to lease plot # ____ for the purposes of recreational gardening, (as stated in Policy 70-1447-1 Mini Farm – Rules and Regulations).

LESSEE use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **LESSEE** shall not operate as a business _____. (initials)
- b. **LESSEE** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times _____. (initials)
- c. **LESSEE** shall not do, bring, or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **LESSEE** shall comply with all of the regulations and rules of **LESSEE'S** use of the Premises Policy 70-1447-1 Mini Farm – Rules and Regulations including, without limitation, the obligation, at **LESSEE'S** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **LESSEE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **LESSEE** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **LESSEE'S** personal property and equipment stored at the Premises.

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

5. **DISCLAIMER**

LESSEE agrees, all acts by **LESSEE**, are as a fully independent member and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **LESSEE**.

6. **MAINTENANCE**

GRF will maintain all non-parcel landscaping portions of the Premises.

LESSEE, at its cost, shall maintain in good condition, all portions of the leased Premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

- a. **LESSEE** shall be liable for any damage to the Premises including neighboring plots resulting from the acts or omissions of **LESSEE**, its members, guests, or any of its authorized representatives _____. (initials)
- b. **LESSEE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **LESSEE** to remove any alteration that **LESSEE** has made to the Premises. If GRF so elects, **LESSEE** at its cost, shall restore the Premises to the original condition.
- c. If **LESSEE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Director) has received written notice from **LESSEE** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. **UTILITIES AND SERVICES**

GRF will pay for all trash service, light, power, and water for the Premises. The Premises, and every part thereof, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. **INDEMNITY & INSURANCE**

- a. **The LESSEE** and, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **LESSEE'S** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **LESSEE'S** use of the Premises.

- b. Any **LESSEE** activity which may require special insurance not mentioned herein will be maintained by **LESSEE** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

- a. **LESSEE** shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.
- b. Any dissolution, merger or consolidation of **LESSEE** shall be deemed an involuntary assignment and shall constitute a default of **LESSEE**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **LESSEE**.
- c. No interest of **LESSEE** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **LESSEE**:

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **LESSEE**. If a default cannot reasonably be cured within thirty (30) days, **LESSEE** shall not be in default of this Agreement if **LESSEE** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **LESSEE** perform the

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **LESSEE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- i. GRF may terminate this lease and **LESSEE'S** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- ii. No act by GRF other than giving notice to **LESSEE** shall terminate this Agreement.
- iii. GRF, at any time after **LESSEE** commits a default, can cure the default at **LESSEES'S** cost. If GRF at any time, by reason of **LESSEE'S** default, pays any sum or does any act that requires the payment of any sum, the sum paid by ~~CLUB/CORP~~ shall be due immediately from ~~CLUB/CORP~~ to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. **RIGHT OF ENTRY**

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **LESSEE** is complying with its obligations under the Agreement _____. (initials)

12. **NOTICE**

- a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.
- b. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.
- c. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **LESSEE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **LESSEE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **LESSEE**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEYS' FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS PROVISIONS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors, and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

RECREATION

LEASE AGREEMENT –MINI FARM (1.8 ACRE)

GOLDEN RAIN FOUNDATION

MINI FARM - LESSEE

President (Signature)

Lessee President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **LESSEE** Bylaws
2. **LESSEE** Resolution

Document History

Reviewed: 27 Oct 20

Keywords: Lease Agreement Mini Farm Recreation 1.8 Acre



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: POLICY 70-1489-6 LW TRAILER CLUB – LEASE AGREEMENT
DATE: DECEMBER 15, 2020
CC: FILE

At the regularly scheduled meeting of the Recreation Committee, the Committee recommended the Board amend 70-1489-6 LW Trailer Club – Lease Agreement, as presented.

I move to amend 70-1489-6, LW Trailer Club – Lease Agreement, adding Trust Property Use Fee payers as eligible to be LW Trailer Club members, as presented.

RECREATION

70-1489-6



LEASE AGREEMENT – LW TRAILER CLUB

No. _____

This Lease Agreement (also referred to herein as "Lease" "Agreement" or "Lease Agreement" is made between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and Leisure World Trailer **CLUB**, a California Corporation (hereinafter referred to as "**CLUB**"), 13599 El Dorado Drive, Seal Beach, California, 90740, who agree as follows:

1. OPENING CLAUSES

This Lease is made with reference to the following facts and objectives:

- a. GRF is the owner (in Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. **CLUB** is willing to lease one (1) assigned stall within premises pursuant to the provisions stated in this Lease (referred to herein as the "premises" unless the context indicates otherwise).
- b. **CLUB** wishes to lease a nominal portion (one (1) assigned stall) as identified within and per terms and conditions of this agreement for the sole purpose of storage of the **CLUB's** general use supply trailer (events, cooking and camping supply trailer).
- c. GRF and **CLUB** have examined the portion of Trust property assigned to this agreement and are fully informed of its condition.

2. PREMISES

GRF leases to **CLUB** and **CLUB** leases from GRF a portion of Trust property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California, identified as stall L25.

Note: during the term of the agreement the assigned area may be revised as necessitated by the replacement of the wall adjacent to the assigned area.

3. TERM

The term of this Lease shall be one (1) year commencing August 1, 2020 and ending December 31, 2021, as provided in this Lease Agreement.

4. ANNUAL RENTAL AND TAXES

LEASE AGREEMENT – LW TRAILER CLUB

- a. **CLUB** shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of:
- i. One-dollar (\$1.00), payable ten (10) days after this lease is signed and the **CLUB** is invoiced for stall Number L25 for the sole use of the **CLUB's** general use supply trailer (events, cooking and camping supply trailer).
- b. All payments shall be paid to GRF at the address to which notices to GRF are given.
- c. GRF will pay all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item (b) above.
- i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section I, Item (b), that amount will be paid by GRF and the annual payment for the subsequent year will increase by the amount equal to the increase or assessment.

5. **USAGE**

- a. **CLUB** shall use the assigned stall. No other uses may be made of these premises without the prior written consent of GRF.
- i. Stall Number L25, storage of **CLUBs** general use trailer (events, cooking and camping supply trailer).
- b. **CLUB's** use of the premises as provided in this Lease shall be in accordance with the following:
- i. **CLUB** shall not do, bring or keep anything in or about the premises that will result in the violation of any law and/or cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. **CLUB** shall comply with all of the laws/policies concerning the premises or **CLUB's** use of the premises, including with limitation, the obligation at **CLUB** to be compliant with all established GRF policies.
- iii. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste in the area assigned to the **CLUB**, the parties hereby agree to cancel this Lease Agreement without any

LEASE AGREEMENT – LW TRAILER CLUB

- cancellation notice required. Further, the **CLUB** will be solely responsible for the removal of all **CLUB**'s property and any and all fees related to clean up and/or remediation of hazardous materials.
- iv. **CLUB** shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property. **CLUB** shall at all times during the terms of this Lease and at its own cost and expense, repair replace and maintain in a good, safe and substantial condition the assigned portion of Trust property and amenities within the assigned area and any improvements thereon and shall use all reasonable precaution to prevent waste, damage or injury to the assigned Trust property.
- v. Any **CLUB** trailers must have GRF required stickers, per policy, to show proof of registration of the vehicles/trailers using the assigned proportion of Trust property. **CLUB** must show proof of a valid driver's license, liability insurance and vehicle registration.
- vi. **CLUB** shall keep the assigned stall clean and free of clutter always. All materials must be stored within the assigned area. All trash is to be placed in trash containers. No debris shall be tossed or left on the ground.
- vii. No hazardous materials are to be maintained, stored or disposed of in the assigned area.
- viii. **CLUB** and its members shall not conduct commercial enterprise on the premises.
- ix. **CLUB** may adopt rules for the assigned stall, but such rules must be consistent with and must not contradict this agreement. All rules and any changes must be on file in the Recreation Department.
- x. No sleeping, living or cooking in the assigned stall at any time.
- xi. Only members of GRF or Trust Property Use Fee payers can be **CLUB** members, per Recreation policy.

6. **MAINTENANCE**

CLUB, at its cost, shall maintain in good condition, all portions of the assigned stall including, without limitation, any personal property and improvements of GRF currently located on the premises.

- a. **CLUB** shall be liable for any damage to the premises resulting from the acts of omissions of **CLUB** or its authorized representatives.
- b. GRF shall not have any responsibility to maintain the assigned area.
- c. **CLUB** shall not make any alterations to the assigned stall without GRF's written consent. Any alterations made shall remain on and be surrendered with the assigned area on expiration or termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has

LEASE AGREEMENT – LW TRAILER CLUB

made to the assigned area. If GRF so elects, **CLUB**, at its cost, shall restore the assigned area to the condition designated by GRF in its election before the last day of the term.

- d. If **CLUB** makes any alterations to the assigned stall as provided in this paragraph, the alterations shall not be commenced until thirty (30) days after GRF has received notice from **CLUB** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. **MECHANIC'S LIENS**

CLUB shall pay all costs for construction done by it or caused to be done by it on the assigned stall as permitted by this Lease. **CLUB** shall keep the assigned area, including improvements and land in which the assigned area is a part, free and clear of all mechanic's liens resulting from construction done by or for the **CLUB**. **CLUB** shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, **CLUB** procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 which provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

8. **UTILITIES AND SERVICES**

No utilities are provided (Water, Electricity, Gas, Telephone, etc.)

9. **INDEMNITY AND INSURANCE**

- a. To the maximum extent permitted by law, GRF shall not be liable to **CLUB** for any damages to **CLUB**'s or **CLUB**'s property from any cause whatsoever, including without limitation, collision, fire, vandalism, or theft. **CLUB** waives, releases and forever discharges all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to **CLUB** for damage resulting from the acts or omissions of GRF or its authorized representatives.
- b. To the maximum extent permitted by law, **CLUB** shall indemnify, defend and hold GRF and its agents, authorized representative. directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of or relating to **CLUB**'s use of the premises, including without limitation, any injury to persons or damage to property.
- c. **CLUB** shall pay the premiums for maintaining any Insurance required by this Lease.

LEASE AGREEMENT – LW TRAILER CLUB

- d. **CLUB** shall maintain liability insurance covering **CLUB** property located on the assigned area (including any towing vehicle used for delivery or removal of a trailer), with limits of not less than [\$100,000] for bodily injury and property damage.
- e. Any **CLUB** activity which requires special insurance not specifically mentioned herein will be maintained by **CLUB**. Proof of such insurance shall be provided annually to GRF.

10. **ASSIGNMENT**

- a. **CLUB** shall not voluntarily assign or encumber its interest in this Lease or in the assigned area, or sublease all or part of the assigned area, or allow any person or entity to occupy or use all or any part of the assigned area, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b. Any dissolution, merger, consolidation or other reorganization of **CLUB**, or the sale or any other transfer of the controlling percentage of the capital stock of **CLUB**, or the sale of fifty-one percent (51%) of the value of the assets of **CLUB**, shall be deemed an involuntary assignment and shall constitute a default by **CLUB** and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of **CLUB**.
- c. No interest of **CLUB** in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If **CLUB** is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which **CLUB** is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this lease.
 - iii. If, in any proceeding or action in which **CLUB** is a party, a Receiver is appointed with authority to take possession of the property.
- d. An involuntary assignment shall constitute a default by **CLUB** and GRF shall have the right to elect to terminate this lease, in which case the Lease shall not be treated as an asset of **CLUB**.
- e. **CLUB** understands and agrees that this lease does not convey any interest in the assigned area itself, and the **CLUB** hereby waives any and all notices to quit and agrees to surrender the space at the expiration or termination of this lease, without any notice whatsoever. To the maximum extent permitted by law, **CLUB** waives the benefit of all stay or

LEASE AGREEMENT – LW TRAILER CLUB

execution laws, including those in connection with bankruptcy or insolvency.

11. **DEFAULT**

- a. The occurrence of any of the following shall constitute a default by **CLUB**:
 - i. Failure to pay monies when due.
 - ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Lease if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
 - iii. If **CLUB** assigns or attempts to assign or transfer its interests as prohibited under Article X of this Lease Agreement.
- b. In the event of default as set forth in subparagraph (a) of this Section, GRF shall have the right to cancel and terminate this Lease Agreement, as well as all of the rights, title, and interest of **CLUB** under this Lease Agreement, by giving to **CLUB** not less than thirty (30) days' notice of the cancellation and termination of this Lease Agreement.
- c. GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

GRF can terminate **CLUB**'s rightful possession of the assigned area at any time with thirty (30) days' notice. No act by GRF, other than giving notice to **CLUB**, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of **CLUB**'s right to possession. On termination GRF has the right to recover from **CLUB**:

12. **RIGHT OF ENTRY**

GRF and its authorized representatives shall have the right to enter the assigned area at all reasonable times for any of the following purposes:

- a. To inspect the premises. GRF staff will do a monthly check of premises and vehicle conditions to determine whether the premises are in a good and safe condition and whether **CLUB** is complying with its obligations under the Lease;
- b. To make repairs that **CLUB** may neglect or refuse to make in accordance with the provisions of this Lease Agreement;

LEASE AGREEMENT – LW TRAILER CLUB

- c. To build, construct, and perform any necessary maintenance on a wall or fence which may be erected by GRF around the outside perimeter of the premises NOTE: GRF will be replacing a section of perimeter wall adjacent to the assigned area, 30 days' notice will be supplied to the **CLUB**, including action required by the **CLUB** in the construction of the wall;
- d. To serve, post, or keep posted, any notices required or allowed under the provisions of this lease;
- e. To do any necessary maintenance or maintain water service as agree by GRF herein above;
- f. GRF Security shall have the right to enter the assigned area at all times.

13. **NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

14. **WAIVER**

No breach of any provision hereof can be waived unless it is done in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or other provisions hereof.

15. **ATTORNEYS' FEES**

The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Lease Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

16. **MISCELLANEOUS PROVISIONS**

- a. At the commencement of the term, **CLUB** shall accept the assigned area and improvements and any equipment in their existing condition and state of repair, and **CLUB** agrees that no representations, statements, or warranties, express or implied, have been made by or

LEASE AGREEMENT – LW TRAILER CLUB

on behalf of lessor in respect to the buildings, improvements, and equipment except as contained in the provisions of this Lease Agreement. GRF shall in no event be liable for any latent defects.

- b. Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- c. Construction. This lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- d. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted by facsimile shall have the same force and effect as original signatures.
- e. Authority to Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

RECREATION

LEASE AGREEMENT – LW TRAILER CLUB

GOLDEN RAIN FOUNDATION

LW TRAILER CLUB

President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords: Lease Agreement Trailer Recreation RV Club



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: EMERGENCY ADDITION TO AGENDA
DATE: DECEMBER 22, 2020
CC: FILE

Emergency/immediate action is requested to add to the December 23, 2020 GRF Board agenda the action item 9.f.vi. Amend 40-1487-6, RV Lot Lease Agreement. Board action is requested under provisions of Civil Code 4930 (d).

Agenda Exception. *The statute provides an exception for emergencies. If an item needs to be added to the agenda after it was posted, it can be added as follows ([Civ. Code §4930\(d\)](#)):*

1. *Upon a determination made by a majority of the board present at the meeting that an emergency situation exists.*
2. *Upon a determination made by the board by a vote of two-thirds of the directors present at the meeting, or, if less than two-thirds of total membership of the board is present at the meeting, by a unanimous vote of the directors present, that there is a need to take immediate action and that the need for action came to the attention of the board after the agenda was distributed pursuant to subdivision (a) of [Section 4920](#).*
3. *The item appeared on an agenda that was distributed pursuant to subdivision (a) of [Section 4920](#) for a prior meeting of the board that occurred not more than 30 calendar days before the date that action is taken on the item and, at the prior meeting, action on the item was continued to the meeting at which the action is taken.*

Emergency Defined. *An emergency is defined as "circumstances that could not have been reasonably foreseen by the board, that require immediate attention and possible action by the board, and that, of necessity, make it impracticable to provide notice." ([Civ. Code §4930\(d\)\(1\)](#).)*

The basis for the Emergency/immediate action is that an additional lease agreement required amendment for compliance to provisions of new civil code 4741 (a) which becomes effective January 1, 2021.

I move approve the addition of Amend 40-1487-6, RV Lot Lease Agreement to the December 23, 2020, Board agenda under provisions of Civil Code 4930 (d).

Note: A two-thirds majority vote is required to pass this motion.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND 40-1487-6, RV LOT LEASE AGREEMENT
DATE: DECEMBER 22, 2020
CC: FILE

At its meeting on December 16, 2020, the AB 3182 Ad hoc Committee recommended the GRF Board amend 40-1487-6, RV Lot Lease Agreement.

I move to amend 40-1487-6, RV Lot Lease Agreement, updating the document language and adding clauses that apply to Member/Owners and Renter/Lessees, as presented.

**RECREATION****LEASE AGREEMENT – RV LOT**

This Lease Agreement is made, between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and:

NAME: _____

ADDRESS: _____

Seal Beach, Ca. 90740 (hereinafter referred to as "**LESSEE**")

Mailing address

NAME: _____

ADDRESS: _____

1. **OPENING CLAUSES**

This Lease is made with reference to the following facts and objectives:

- a. GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease (space _____ on these premises from GRF pursuant to the provisions stated in this Lease.
- b. The LESSEE (Member, Co-occupant, Qualified Permanent Resident, and ~~Mutual 17 renter~~, **Renter/Lessee [R/L]**) wishes to lease the above portion of the premises for purposes of storing recreational vehicles, trailers and other vehicles.
- c. **If the Member/Owner (M/O) subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department and remove their vehicle immediately.**
- d. **If the R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of their tenancy in the M/O's unit.**
- e. **The M/O is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct**
- f. GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition.

_____ (Initial here)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

**LEASE AGREEMENT – RV LOT****2. PREMISES**

GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California.

3. TERM

The term of this Lease shall commence on June 01, 2020 and ending May 31, 2021.

4. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a. LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]

- ☐ 20 foot or less space: \$170.00 a year
- ☐ 21 foot to 30-foot space: \$200.00 a year
- ☐ 31 foot and above: \$290.00 a year

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, annual lease payment is due on June 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$25.00.

- b. Lot Access Devices (Clickers) and Trust property gate key

- i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit.
- ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
- iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
- iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.

- c. All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).

_____ (Initial here)

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GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- d. GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

5. **LIMITATIONS ON USE**

- a. LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles including all tow vehicles that must be registered in the Shareholders name and have a Leisure World Seal Beach address and in operable condition. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principal user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b. LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:
 - i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
 - iii. LESSEE shall comply with all of the applicable GRF policies and rules concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore

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LEASE AGREEMENT – RV LOT

the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.

- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
- v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
- vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
- vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
- viii. No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
- ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
- x. One (1) space can be assigned to any LWSB address.
- xi. LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
- xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
- xiii. No living, overnight sleeping, or cooking in the premises is permitted at any time.
- xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from portions of the leased premises.
- xv. The premises are to be used for storage (see 1 (b)).
- xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

6. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the leased premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

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LEASE AGREEMENT – RV LOT

- a. LESSEE shall be liable for any damage to the premises resulting from the acts of omissions of LESSEE or its authorized representatives.
- b. GRF shall maintain the premises.
- c. LESSEE shall not make any alterations to the premises without GRF's written consent.
- d. Any alterations made shall remain on and be surrendered with the premises on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE, at its cost, shall restore the premises to the condition designated by GRF in its election before the last day of the term.
- e. If LESSEE is to make any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

8. UTILITIES AND SERVICES

- a. LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b. GRF shall furnish electricity, water and trash service for the premises.

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GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- c. GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

9. INDEMNITY AND EXCULPATION, INSURANCE

- a. GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.
- b. LESSEE shall indemnify, defend, and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- c. LESSEE shall pay the premiums for maintaining any insurance required by this Lease.

10. ASSIGNMENT

- a. LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or sublease all or part of the premises, or allow any person or entity to occupy or use all or any part of the premises. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b. No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this Lease.
 - iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.

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(Nov 20)

LEASE AGREEMENT – RV LOT

- c. An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

11. DEFAULT

- a. The occurrence of any of the following shall constitute a default by LESSEE:
 - i. Failure to pay monies when due.
 - ii. Failure to maintain required insurance and vehicle registration.
 - iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- b. Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.
- c. GRF shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:
 - i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination, GRF has the right to recover from LESSEE:
 - 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease.
 - 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided.

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GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.
- d. GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

12. **NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

13. **WAIVER**

- a. No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b. GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.
- c. Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

14. **ATTORNEYS' FEES**

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

LEASE AGREEMENT – RV LOT

15. **MISCELLANEOUS**

- a. Entire Agreement. This Lease Agreement and GRF policies and rules sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b. Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- c. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.
- d. Authority to Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

_____ (Initial here)

(Nov 20)



LEASE AGREEMENT – RV LOT

GOLDEN RAIN FOUNDATION

RV LOT - LESSEE

President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **LESSEE** Bylaws
2. **LESSEE** Resolution

Document History

Reviewed: XX Dec 20

Keywords: Lease Agreement RV Lot Recreation

_____ (Initial here)

(Nov 20)