

Board of Directors

Special Agenda

Friday, January 29, 2021, 1:00 p.m. Clubhouse Four and Via Live Stream

To view the live GRF Board meeting:

- Go to www.lwsb.com
- Click on the <u>Live GRF Board</u> meeting tab.
- 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) 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
- 5) New Business
 - a) Consent Calendar: AB 3182 Committee (pp. 1-28)
 - i) Adopt 50-1641-4A, Seal Beach Mutual Lease Agreement (pp. 1-4)
 - ii) Amend 30-1001-5, Glossary of Terms (pp. 5-10)
 - iii) Amend 50-3182-1, Member/Owner (M/O) Renter/Lessee (R/L) Rules (pp. 11-16)
 - iv) Amend 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fees, Fines and Deposits (pp. 17-20)
 - v) Amend 70-1480-1, Arts and Crafts Festival (pp. 21-24)
 - vi) Review 50-1641-4, Seal Beach Mutual Seventeen Lease Agreement (pp. 25-28)

- b) COVID-19 Ad hoc Committee
 - i) **FINAL VOTE**: Adopt 70-1448-3R, Emergency Operational Rule Mission Park, Phase Two (Ms. Snowden, pp. 29-31)
- 6) Board Member Comments
- 7) Adjournment

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: ADOPT 50-1651-4A, SEAL BEACH MUTUAL LEASE AGREEMENT

DATE: DECEMBER 16, 2020

CC: FILE

At its meeting on January 19, 2021 the AB 3182 Ad hoc Committee recommended the GRF Board adopt 50-1651-4A, Seal Beach Mutual Lease Agreement.

I move to adopt 50-1651-4A, Seal Beach Mutual Lease Agreement, as presented.

Seal Beach Mutual

GRF Lease Information - 2021

Mutual: U	nit #: Address:	
Name:	Owner or Legal Representat	ive's" information
Mailing		
Address:		
Telephone #	()	
Cell Phone #	()	
Lessor above is:		r □ Successor Trustee □ □ Court Ordered Executor □
		Member/Owner, please provide the Stock t(s) giving you legal authority.
#1 Renter/Les	see's Information	
Name:		
Telephone #	()	
Cell Phone #	()	
	mergency Contact	Dalatianahin
Name:		Relationship:
Telephone Num Cell Phone Num		
#2 Renter/Les	see's Information	
Name:		
Telephone #	()	
Cell Phone #	()	
	mergency Contact	
Name:		Relationship:
Telephone Num		
Cell Phone Num	nber: ()	

STOCK TRANSFER



Leasing Regulations

- 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) shall provide a fully executed ORIGINAL copy of this lease agreement to the Stock Transfer Office.
- 3. Must follow all GRF Rules and Regulations.
- 4. Must pay prior to moving in, all fees and deposits.

Leasing Rules, Fees and Deposits for GRF

- 1. See Policy 50-3182-1 for GRF Rules.
- 2. See Policy 40-3182-2 for Fee and deposit amounts.

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FOUNDATION MEMBER or LEGAL REPRESENTATIVE and LEGAL rules, regulations and governing documents of the Mutual Corpor the Golden Rain Foundation and the Mutual Corporation and the damages caused by the LESSEE(S). Failure to comply shall be and the cancellation of the Lease Agreement. I, (We) Foundation hereby understand and agree to abide by the terms of this Lease Golden Rain Foundation. Initials of all parties//	ation and shall real representation grounds for review Members and Lingreement with	nold harmless and indemnify ves and employees for any ocation of the right to lease ESSEE(S) for the above unit
Executing Signatures		
Member/Owner Signature:		Date:
Member/Owner Signature:		Date:
Renter/Lessee Signature:		Date:
2. Renter/Lessee Signature:		Date:
Mutual Board Approval R Approved □ Disapproved □	eceived by GR	:F Board:
By: B	y:	

(xxx 20)

Date: _____

GOLDEN RAIN FOUNDATION Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: AMEND 30-1001-5 GLOSSARY OF TERMS

DATE: JANUARY 26, 2021

CC: FILE

At its meeting on January 19, 2021 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, clarifying the payee of the amenities fee to Golden Rain Foundation and clarifying the duration of the Trust Property Use Fee, as presented.



Glossary of Terms

 <u>ACTIVE ADULT COMMUNITY</u>: A residential community with recreational and educational activities for active senior adults. Assisted living, independent, and skilled nursing services are NOT provided.

2. AGE RESTRICTED COMMUNITY: A residential community for senior adults aged 55 or over under applicable State and Federal law.

3. AMENITIES FEE: A one-time fee paid to Golden Rain Foundation (GRF) for use of Trust Property, facilities, and amenities, by a Shareholder/Member.

4. ASSESSMENT: A monthly or special payment paid by the Member to GRF and/or the Mutual in accordance with the law and governing documents.

5. BUDGET: Estimate of income and expenses for a given time.

6. <u>BYLAWS:</u> One of the governing documents that pertains to matters such as membership meetings, voting rights, elections, meetings of the Board of Directors, appointment of officers, and similar administrative matters.

21 7. CAPITAL FUNDS: Monies set aside for the purchase of capital or fixed assets.

8. CAREGIVER: Person providing physical support to a qualified resident.

9. CC&RSs: Covenants, Conditions, and Restrictions (Mutual 17).

10. COMMON AREA: Describes that portion of a real estate development that is shared with respect to both use and title.

11. CONDOMINIUM OR CONDOMINIUM UNIT: Single, individually – owned housing unit in a multi-unit building (Mutual 17 only).

12. CO-OCCUPANT: Approved person residing with the stockholder or condominium owner.

13. COOPERATIVE HOUSING: An arrangement in which an association or corporation owns a group of housing units and the common areas for the use of all the residents (Mutuals 1–12 and 14–16).

40 14. COVENANTS: Formal agreements or promises set forth in a deed or Occupancy41 Agreement.

15. DEFAULT: Failure to do something required by duty, law, or governing documents.

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GOLDEN RAIN FOUNDATION Seal Beach, California

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Glossary of Terms

16. <u>DWELLING UNIT OR UNIT:</u> Residential units located within Seal Beach Leisure
 World (See Unit).

17. ELIGIBILITY: Satisfying the conditions for qualifying to reside within Seal Beach Leisure World (May be different in each Mutual).

18. EMOTIONAL SUPPORT ANIMAL: Animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions. California Civil Code 54.1.

19. ESCROW: Process under which something such as a deed or money is put in the custody of a neutral third party until certain conditions are met.

20. EXCLUSIVE USE COMMON AREA: Common Area designated for the exclusive use of one or more, but fewer than all of the Members.

21. GOLDEN RAIN FOUNDATION (GRF): Is a nonprofit corporation that holds in trust, operates, and maintains the Trust Property facilities, streets and other certain improvements and amenities within the geographic area identified as Seal Beach Leisure World, for the benefit of the Members. GRF, under a management agreement, provides certain services to the Mutuals, such as administrative, financial, maintenance, and security.

22. GOVERNING DOCUMENTS: Articles of Incorporation, Bylaws, Occupancy Agreement, CC&Rs, and any other documents, and operating rules, which govern the operation of the associations.

73 23. GUEST: See "Visitor".

24.

- **24.1.** Relationship between the Mutual stock co-operatives and the Members (Mutual 1- 12 and 14-16).
- **24.2.** Relationship where a Member leases the Unit to another qualified person. (Mutual 17 only).

25. LEISURE WORLD: A geographic location within Seal Beach, California.

LANDLORD TENANT RELATIONSHIP:

26. MEMBER:

- **26.1.** GRF Member is a stockholder or condominium owner in Seal Beach Leisure World.
- **26.2.** Mutual Member –

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GOLDEN RAIN FOUNDATION Seal Beach, California

30-1001-5 GRF

Glossary of Terms

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90		26.2.1. Mutual 1-12 and 14-16 a shareholder/stockholder and a GRF
91		member.
92 93		26.2.2. Mutual 17 – condominium owner and a GRF member.
94	27.	MEMBER/OWNER: GRF Member/Residential Unit Owner.
95		
96	28.	MUTUAL CORPORATIONS (MUTUAL): Entities that own, manage, and
97		operate independent residential communities.
98		
99	29.	NON-RESIDENT: Any person who does not legally occupy a Unit within Seal
100		Beach Leisure World.
101 102	30.	NON-RESIDENT CO-OWNER: Any person who has an ownership interest in a
102	30.	Unit but cannot legally reside within that Unit.
104		Offic but carriot legally reside within that Offic.
105	31.	OCCUPANCY AGREEMENT: The agreement between a Mutual and
106	0 11	Member(s), under the terms of which said Member(s) is entitled to possession
107		of their respective Unit.
108		·
109	32.	OCCUPANCY: The legal act, state, or condition of holding, possessing, or
110		residing in a Unit in Seal Beach Leisure World.
111		
112	33.	OCCUPANT: A person legally residing in a Unit in Seal Beach Leisure World.
113 114	34.	OPERATING FUND: Monies set aside for operating expenses.
115	04.	OT EXAMPLE Mornes set doide for operating expenses.
116	35.	ORIENTATION: Required new buyers "in-person" meeting with Mutual Board
117		Director(s) and Physical Property Inspector, to discuss Mutual Rules and
118		expectations, review condition of Unit, identify standard and non-standard items,
119		and answer new buyer(s) questions.
120		
121	36.	OWNER: Refers to the owner of a Condominium in Mutual 17.
122	27	DET. A demonstrated enimal as annual and defined in the Mutual Det Deliau
123	37.	PET: A domesticated animal as approved and defined in the Mutual Pet Policy.
124 125	38.	POLICIES, RULES AND REGULATIONS: The principles and directives of the
126	50.	respective corporations.
127		respective corporations.
128	39.	PROCEDURE: A series of steps to be followed to accomplish an end result.
129		
130	40.	QUALIFIED MEMBER: See Member definition.
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132	41.	QUALIFIED PERMANENT RESIDENT (QPR): Requirements are described in

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GOLDEN RAIN FOUNDATION Seal Beach, California



Glossary of Terms

133		applicable State and Federal law.
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136	42.	RENTER/LESSEE: Non-Owner leasing a residential unit.
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138	43.	RESERVES AND/OR RESERVE FUND: Monies set aside and identified for
139		future repairs, replacements, or additional components.
140		
141	44.	RESIDENTIAL PURPOSES: To be used as a private dwelling and for no other
142		purpose.
143		
144	45.	SECURITY: Services provided for the benefit of residents pursuant to GRF
145		Policy 3050- 37.
146		
147	46.	SERVICE ANIMAL: An animal that is trained and certified to do work or perform
148		tasks for an individual with a disability. See Civil Code 54.1.
149		
150	47.	SHAREHOLDER/STOCKHOLDER: Member to whom a Stock Certificate has
151		been issued (Mutual 1-12 and 14-16).
152		
153	48.	STOCK CERTIFICATE: Legal document evidencing ownership in the
154		corporation (Mutual 1-12 and 14-16).
155		
156	49.	TITLE: Legal document showing ownership rights in property (Mutual 17).
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158	50.	TRANSFER: Changing ownership of a Stock Certificate for a Mutual Dwelling
159		Unit.
160		
161	51.	TRUST:
162		EAA DIE ODE ALIE E CODE II E
163		51.1. Relating to GRF: A legal document granting GRF the power, authority,
164		and duty to manage and govern property held in common by the
165		Mutuals.
166		51.2. Relating to Shareholder/Member: Legal document in which real and
167		personal property is held and administered by the assigned Trustee(s).
168 169	52.	TRUST PROPERTY USE FEE (TPUF): Fee paid by the Renter/Lessee to GRF
170	JZ.	for use of all amenities, for the duration of the lease.
170 171		ioi use oi ali alliellilles <u>, ioi lile dui alion di lile lease</u> .

TRUST PROPERTY: Property held in common for the use and benefit of the Members and administered by The Golden Rain Foundation.

best interests of the beneficiary(s).

GOLDEN RAIN FOUNDATION Seal Beach, California

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TRUSTEE: The person who has a legal duty to manage the Trust's assets in the



Glossary of Terms

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178 55. <u>UNIT OR DWELLING UNIT:</u> Residential units located within Seal Beach Leisure
 World.

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

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Document History

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

Amended: 23 Dec 20

Keywords: Glossary Definition

185



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: AMEND 50-3182-1, MEMBER/OWNER (M/O) RENTER/LESSEE (R/L) - RULES

DATE: JANUARY 26, 2021

CC: FILE

At its meeting on January 19, 2021 the AB 3182 Ad hoc Committee recommended the GRF Board amend 50-3182-1, Member/Owner (M/O) Renter/Lessee (R/L) – Rules.

I move to amend 50-3182-1, Member/Owner (M/O) Renter/Lessee (R/L) – Rules, updating document language, clarifying M/O vehicle rules, establishing that the Trust Property User Fee must be paid for each Renter/Lessee, establishing that all fees and deposits must be paid prior to move-in, and establishing rules for co-occupants seeking to rent, as presented.



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

1. <u>PURPOSE</u>

 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 Mutual's individual rules and policies.

2. GENERAL INFORMATION

Member/Owners per the occupancy Agreements for Mutuals 2-11, 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

LESSOR - M/O FOR ALL MUTUALS

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.

E.4. Apr. M/O who wants their unit in Lainure World would give up to

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.

(Dec 20) GOLDEN RAIN F

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

- 45 6. THE M/OSS 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-assigned to at their unit, signed off by SD as confirming decals have been removed. If any of the vehicles listed-assigned have been transferred, proof of such transfer will be needed. The form is to be given to the STO. All M/O vehicles listed-assigned must be removed from the Community or be registered to the new unit. 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 PASSESS: 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 <u>C</u>community.
- 7.2. -Pay in advance the GRF Trust Property Use Fee (TPUF). See 40-3182-2. All R/L moving into the Ceommunity must pay per person 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 R/L 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-All fees and deposits must be paid prior to moving in: See 40-3182-2.

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GOLDEN RAIN FOUNDATION Seal Beach, California

(Dec 20)



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. CO-OCCUPANT SEEKING TO RENT

Any current Co-occupant seeking to rent a residential unit must change their status to qualify as an R/L. See STO for procedures. See 40-3182-2 for fees and deposits.

8.9. 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 their his/her Residential unit (i.e. maintenance, attending to their R/L, etc.) they will need to do the following:

8.1.9.1. Contact the HCC to arrange access to the Community for their appointments.

8.2.9.2. Contact the SD to arrange temporary access to the Community for the limited purpose to attend to their Residential unit and/or R/L.

9.10.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.

10.11. 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).

11.12. 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 $\underline{www.lwsb.com_{\bar{\imath}}}$ for all GRF rules, and the M/O is ultimately responsible for the actions and conduct of their R/Ls.

12.13. 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.

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

130	12.2. 13.2.	To leas	se a	space in	the	1.8	acre	es (Mini f	arms	s), se	e 70-1	447	-1 fc	or leasing a
131	space.	If the	R/L	moves	out	of	the	Commun	nity,	this	lease	will	be	terminated
132	immed	iately.												

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

Document History

Adopted: 23 Dec 20

Keywords: Member Owner Renter Lea	ssee
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(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



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

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: AMEND 40-3182-2, MEMBER/OWNER (M/O) RENTER/LESSEE (R/L) – FEES

FINES AND DEPOSITS

DATE: JANUARY 26, 2021

CC: FILE

At its meeting on January 19, 2021 the AB 3182 Ad hoc Committee recommended the GRF Board amend 40-3182-2, Member/Owner (M/O) Renter/Lessee (R/L) – Fees, Fines and Deposits.

I move to amend 40-3182-2, Member/Owner (M/O) Renter/Lessee (R/L) – Fees, Fines and Deposits, establishing that the Trust Property Use Fee will be transferred, as payment of the GRF membership fee, should the Renter/Lessee purchase the residential unit and establishing that the Mutual Board has the final discretion on pets being allowed in the unit, as presented.

FINANCE

40-3182-2 GRF

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).

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1. M/O FEES

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

2. <u>M/O FINES:</u>

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- **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.

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3. R/L FEES:

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- **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 TPRUF will be transferred to the purchased Residential unit as payment of the GRF membership fee.

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

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FINANCE



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

37 3.2.1 Mutual Board has the final discretion on pets being allowed in the unit. say so on pets being allowed in the Mutual. 38 4. **DEPOSITS** 39 40 4.1 A refundable deposit of five hundred (\$500) dollars will be charged for each GRF 41 renter ID card. 42 4.2 A refundable deposit of one hundred (\$100) dollars will be charged for each GRF 43 44 renter issued vehicle decal. 4.3 A refundable deposit of one hundred (\$100) dollars will be charged for each GRF 45 renter issued caregiver pass. 46 **Document History** Adopted: 23 Dec 20 **Keywords:** Fine Fee Deposit Rental 47

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: AMEND 70-1480-1, ARTS AND CRAFTS FESTIVAL

DATE: JANUARY 26, 2021

CC: FILE

At its meeting on January 19, 2021 the AB 3182 Ad hoc Committee recommended the GRF Board amend 70-1480-1, Arts and Craft Festival.

I move to amend 70-1480-1, Arts and Craft Festival, updating governing document numbers and establishing that a Qualified Permanent Resident may participate in the Arts and Crafts festival, as presented.

RECREATION

Arts and Crafts Festival



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1. **PURPOSE**

An annual Arts and Crafts Festival is authorized to be held in one of the clubhouses on a Friday and Saturday in November. The Festival shall be open from 9:00 am to 3:00 pm on Friday, and from 9:00 am to 2:00 pm on Saturday, with the understanding that booths are to remain open until closing time unless sold out or by permission of the Recreation Manager.

- 1.1. Operations of the Festival will be under the direction and administration of the Recreation Manager.
- 1.2. The Recreation Manager is authorized to publish detailed rules and regulations for the operation of the Festival. These rules and regulations shall include a formal "Seller's Statement" form. (See Policy 70-1482-450).
- 1.3. All income from the Festival shall be treated as miscellaneous income of the Recreation Department and deposited in the account of the Golden Rain Foundation (GRF) upon receipt.
- 1.4. The Recreation Department will submit a report of the Festival activities to the Recreation Committee at the close of the Festival.

2. ARTS AND CRAFTS FESTIVAL REGULATIONS

- 2.1. All items for sale at the Festival must have been made by the seller. Manufactured articles are prohibited.
- 2.2. Each seller is required to be a GRF Mmember, Qualified Permanent Resident (QPR), of GRF, Ceo-occupant, and co-occupant or a renter in Mutual Seventeen.
- 2.3. Sign-ups and table selection shall be made on a first-come, first-serve basis at a scheduled meeting in Clubhouse Two (2) prior to opening day. The time and place of the sign- ups and table selection shall be published in the LW Weekly. Table requests made after the sign-up day will be processed in the Recreation Office. All fees are payable at the time of reservation.
- 2.4. Exchanging assigned tables between sellers will not be permitted without approval of the Recreation Manager.
- 2.5. The charge to sellers for tables will be determined by the Recreation Manager and approve by the Recreation Committee.
- 2.6. All sellers shall turn in the total amount of their sales, whether their product is taxable or non-taxable.
- 2.7. Sellers of taxable items shall be required to turn in their sales tax in the envelope provided for that purpose. State law requires that this tax be paid.

GOLDEN RAIN FOUNDATION Seal Beach. California

(Jul 19)

Arts and Crafts Festival



2.8. In order to avoid misunderstanding, each individual or group who sells items 41 at the Festival shall be required to sign a statement whereby they agree to 42 43 comply with the rules that apply to sellers. (See Policy 70-1482-150.) 2.9. 44 The Recreation Manager shall be authorized to hire workers to perform 45 necessary labor for the Festival. 46 **Document History** 08 Feb 83 Amended: 19 Feb 85 Amended: Adopted: 16 May 72 Amended: 17 Feb 06 Amended: 28 Apr 15 Amended: 19 May 87 23 Jul 19 Amended: Amended: 22 Aug 17 Festival Sellers Recreation Crafts **Keywords:** Arts

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** AB 3182 AD HOC COMMITTEE

SUBJECT: AMEND 70-1641-4, SEAL BEACH MUTUAL SEVENTEEN – LEASE

AGREEMENT

DATE: JANUARY 26, 2021

CC: FILE

At its meeting on January 19, 2021 the AB 3182 Ad hoc Committee recommended the GRF Board amend 70-1641-4, Seal Beach Mutual Seventeen – Lease Agreement.

I move to amend 70-1641-4, Seal Beach Mutual Seventeen – Lease Agreement, as presented.



Seal Beach Mutual Seventeen

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

Mutual: U	nit #:
Current Homeo	owner's or Legal Representative's* Information
Name:	
Current Address:	
Telephone #	()
Cell Phone #	()
Lessor above is:	Check box that applies:
	Current Homeowner □ Successor Trustee □
	Power of Attorney ☐ Court Ordered Executor ☐
	gally representing a Mutual Seventeen homeowner, please provide the ffice a copy of your legal document(s) giving you legal authority.
#1 Renter/Les	see's Information
Name:	
Telephone #	()
Cell Phone #	()
Renter/Lessee	's Emergency Contact
Name:	Relationship:
Telephone Numbe	
Cell Phone Number	er: ()
	see's Information
Name:	
Telephone #	()
Cell Phone #	()
	's Emergency Contact
Name:	Relationship:
Telephone Num	iber: ()
Cell Phone Num	nber: ()

(Jan 20)



<u>Terms of Agreement – Mutual 17 Policy 17-7560-1 Leasing Regulations</u>

- 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 <u>not less than one (1) year</u> 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 GRF 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.

(http://www.lwsbmutual17.com/policies/)

<u>Lessee Annual Fee – GRF Policy 40-5061-2 Fees</u>

- 1. The GRF annual lessee fee is a required use fee for access to the community facilities, amenities, and participation in GRF activities. The GRF annual 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 **\$496.00** for issuance of a Golden Rain Foundation Photo-ID Card.
- 3. The required GRF annual lessee 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) and will remain under 40-5061-2 Fees (copy attached).
- 5. If there is a change in either the title holder of record or the lessee of record for the unit you will lose your grandfathered status. See 50-3182-1.

Indemnification

Executing Signatures

Homeowner's Signature:	Date:
Homeowner's Signature:	Date:
1. Lessee's Signature:	Date:
2. Lessee's Signature:	Date:

GOLDEN RAIN FOUNDATION Seal Beach, California

(Jan 20)

STOCK TRANSFER

50-1641-4 GRF

Mutual Sevent	teen Board Approval	Received by GRF Board:	Golden Rain Foundati
Approved □	Disapproved □		
By:		Ву:	
Date:		Date:	



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: JANUARY 26, 2021

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.

At the regularly scheduled meeting of the GRF Board of Directors on December 23, 2020, the Board moved to adopt 70-1448-3R tentatively, pending a 28-day notification to the membership, and a final decision on January 29, 2021.

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).), as presented.

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 Courts, for limited in-person activity.

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someone with COVID-19 in the last 14 days. Completion of a COVID Survey is required for all GRF members using this facility.

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following steps to ensure a safe environment for re-opening the Mission Park – Multi-Use 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

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

1. FACE MASKS

- Wearing a face mask is mandatory. Mask must cover nose and mouth 1.1. 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.

PICKLEBALL 2.

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.

Page 1 of 2

GOLDEN RAIN FOUNDATION Seal Beach, California

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RECREATION

70-1448-3R GRF

Mission Park – Phase Two – Emergency Operational Procedures

41 2.3. Hours of operation are 8:30 a.m. to 7:00 p.m. daily. They are posted on the 42 court and on the website. 2.3.1. Scheduling will be adjusted by management as needed to 43 44 satisfy safety requirements and conform to Staff hours. 45 2.3.2. GRF may close the facility completely without notice. 46 2.4. No after game congregation/socializing is permitted in Mission Park, the 47 parking lot or the immediate surrounding area. After their match, players must promptly leave the Mission Park/Clubhouse Two area. 48 49 2.5. To eliminate touch points, benches, score tenders, and all tables and chairs 50 will be removed. 51 2.6. Masks must be worn in all areas until playing begins on the court. Masks 52 also must be worn after play is completed. 53 2.7. Social distancing as defined by the CDC (maintaining 6 feet of distance) must be maintained at all times. 54 2.8. 55 Participants should wash their hands with soap and water (for 20 seconds 56 or longer) or use a hand sanitizer before and after each match. 57 2.9. A disinfecting/sanitizing bucket will be on site, between Bocce and Multi-58 Use courts for players to use to clean balls and paddles. 59 **2.10.** The Clubhouse Two restrooms will be made available; however, no more 60 than 2 players per restroom will be permitted at a time. 61 **2.11.** Multi-Use games are limited to one hour of play. Pickleball games are 62 limited to 4 players per court for one hour of play. 63 **2.12.** Multi-Use players must provide their own paddles, balls and gloves. 64 2.12.1. Players must wear gloves when handling the ball and not touch other players' equipment. 65 2.12.2. Should a ball identified with another player wind up on your side 66 67 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. 68 **Document History** XX XXX 20 Adopted:

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Keywords: Mission Park Phase Two

COVID

Pickleball

Multi-Use