

MEMBER SERVICES COMMITTEE

Committee Meeting Agenda

Tuesday, March 12, 2024 - 10:00 A.M.

Conference Room A/Zoom

This meeting may also be live streamed at www.lwsb.com.

The tab will be active 15 minutes prior to the start of the meeting

The live streaming uses YouTube live and terminates at the close of the meeting

1. Call to Order/Pledge of Allegiance

2. Roll Call/Notice of Quorum

Carole Damoci

Maureen Habel

Marla Hamblin

Susan Hopewell

Edward Jablonski

Susan Jacquelin

Teri Nugent – Chair

Camille Thompson

3. Chair Announcements

a. Introduction of Guests and Staff

Marsha Gerber, GRF President

Jessica Sedgwick, Executive Director

Jesse Cripps, Recreation Director

Kathy Thayer, Recreation Manager

Tommy Fileto, Recreation Manager

Emma Hurtado, Executive Assistant

b. Rules of Order

4. Approval of Minutes

a. Minutes of February 14, 2024 meeting (pp.1-4)

5. Member Correspondence/Comments *(Limited to 3 minutes per person)*

6. Supplementary Staff Reports

a. Monthly Activity Count (pp.7-13)

b. RV Lot Report (pp.15)

c. Minibus Report

d. Monthly Variance (pp.17-20)

7. General

a. Flea Market

b. Clubhouse 5 Restroom

8. Capital Funding

a. CH3 Room 9 Kitchen Acoustics

9. Reserve Funding

10. Operating Funding

11. Strategic Initiatives

a. Guest Passes for Golf

b. Off-Site Regular Bus Service – Shopper Shuttle – Trader Joes

c. Revenue Ideas

12. Governing Documents

a. Amend 70-1447-1 Community Gardens Rules (pp.21-45)

- i. Clean Copy (pp.29-34)
 - ii. Red Lined Copy (pp.35-43)
 - iii. GRF Recreation 2024 Community Gardens Disposition Procedure (pp.45)
- b. Rescind 37-1487-1 Recreational Vehicle Lot (RVL) – Rules and Regulations (pp.47-55)
Proposed Resolution: To recommend the GRF Board rescind policy 70-1487-1, Recreational Vehicle Lot (RVL), Rules & Regulations.
- c. Review 70-1487-1B Recreational Vehicle Lot (RVL) – Rules and Regulations (pp.57-64)
- d. Review 70-1487-6 RV Lot Lease Agreement (pp.65-84)
 - i. Current Lease Agreement on File (pp.65-74)
 - ii. Lease Approved by the Board (pp.75-84)
- e. Rescind 37-1487.02-1 Recreational Vehicle Lot (RVL) – Vehicle Maintenance (pp.85-87)
Proposed Resolution: To recommend the GRF Board rescind policy 37-1429.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance.
- f. Amend 37-1429.01-1 Golf Course Regulations (pp.89-92)
Proposed Resolution: To recommend the GRF Board approve the changes to policy 37-1429.01-1, Golf Course Regulations, renaming it 37-1429-1, Golf Course Rules and Regulations.
- g. Rescind 37-1429.02-1 Golf Course Rules (pp.93-96)
Proposed Resolution: To recommend the GRF Board rescind policy 37-1429.02-1, Golf Course Rules.
- h. Amend 70-1406-1 Limitation on Use of Trust Property – Rules (pp.97-103)
Proposed Resolution: To recommend the GRF Board amend policy 70-1406-1, Limitations on Use of Trust Property – Rules, updating its name to 37-1406-1, Limitations on Use of Trust Property.
- i. Amend 35-1023-1 GRF Pet Ownership Rules (pp.105-108)
Proposed Resolution: To recommend the GRF Board amend policy 35-1023-1, GRF Pet Ownership Rules.
- j. Amend 37-1203-1 Membership of Clubs (pp.109-114)
Proposed Resolution: To recommend the GRF Board amend policy 37-1203-1, Membership of Clubs.
- k. Amend 37-1403-1 Commercial Use of Facilities (pp.115-117)
Proposed Resolution: To recommend the GRF Board amend policy 37-1403-1, Commercial Use of Facilities.

13. Future Agenda Items

- a. Flea Market
- b. NOCE Class – LW 101

14. Next Meeting Date

- Tuesday, April 9, 2024, at 10:00 a.m. – Conference Room A/Zoom

15. Adjournment

Please be courteous and respectful to other members, Board of Directors and representatives from Management at all times. We ask that you do not raise hands or interrupt the Committee or anyone



else who may be speaking. **A member not adhering to these protocols and/or who becomes unruly may be asked to leave the meeting. Failure to comply will result in a special hearing with the Board where disciplinary action may be taken.**

A quorum of the Board may be present at this meeting, no Board business will be discussed. This meeting has been duly noticed. There is no agenda.



MEMBER SERVICES COMMITTEE MINUTES

February 13, 2024

The meeting of the Member Services Committee was held on Tuesday, February 13, 2024, and was called to order at 10:00 a.m. by Chair Nugent in Conference Room A and via Zoom.com, followed by the Pledge of Allegiance.

Present: Carole Damoci
Maureen Habel
Marla Hamblin
Edward Jablonski
Susan Jacquelin
Teri Nugent – Chair
Camille Thompson

Absent: Susan Hopewell

Staff and Guests: Marsha Gerber, GRF President Via Zoom
Jessica Sedgwick, Executive Director
Jesse Cripps, Recreation Director
Kathy Thayer, Recreation Manager
Emma Hurtado, Executive Assistant
Lee Melody, GRF Representative Mutual Fourteen left at 10:49am
One Shareholders/Members

CHAIR'S ANNOUNCEMENTS

Chair Nugent greeted and welcomed everyone to the Member Services Committee meeting and introduced Foundation members, guests, and staff. Chair Nugent introduced guests and staff—GRF President Marsha Gerber, Executive Director Jessica Sedgwick, Recreation Director Jesse Cripps, Recreation Manager Kathy Thayer, and Executive Assistant Emma Hurtado.

APPROVAL OF MINUTES

The minutes of the January 9, 2024 Member Services Committee meeting was approved as amended.

SHAREHOLDER/MEMBER COMMENTS

No Shareholders/Members commented at the time of the meeting.

CORRESPONDENCE

The Committee reviewed correspondence as presented.

CONSENT CALENDAR

Motion: To recommend the GRF Board rescind 70-1448-1, COVID-19 Emergency Operational Rule; 70-1448-3, Golf Course, Phase One Emergency Operational Procedures; 70-1448-3A, Veterans Plaza, Phase One Emergency Operational Procedures; 70-1448-3B, Mission Park Multi-Use Court, Phase One Emergency Operational Procedures; 70-1448-3C, Mission Park Phase Two, Emergency Operational Procedures; 70-1448-3D, Amphitheater Phase One, Emergency Operational Procedures; 70-1448-3E, Pool and Spa Phase One, Emergency Operational Procedures; 70-1448-3F, Fitness Center Phase one, Emergency Operational Procedures; 70-1448-3G, Friends of the Library Phase One, Emergency Operational Procedures; 70-1448-3H, Library Phase One, Emergency Operational Procedures; 70-1448-3J, Clubhouse One and Clubhouse Two Poolrooms, Emergency Operational Procedures; 70-1448-3K, Clubhouse One and Clubhouse Two Woodshops, Emergency Operational Procedures; 70-1448-3L, Clubhouse Three Sewing Room, Emergency Operational Procedures; 70-1448-3M, Art Room, Emergency Operational Procedures; 70-1448-3N, Ceramics Room, Emergency Operational Procedures; 70-1448-3O, Lapidary Room, Emergency Operational Procedures; 70-1448-3P, Veterans Plaza Phase Two, Emergency Operational Procedures; and 70-1448-3R, Mission Park Phase Two, Emergency Operational Procedures.

First: Camille Thompson
Second: Susan Jacquelin

The motion was carried unanimously by the Committee Members present.

SUPPLEMENTARY STAFF REPORTS

The Recreation Director and Executive Director presented the Supplementary Staff Reports included in the meeting packet.

GENERAL

Pool Hours

Chair Nugent reported information is still being collected.

GRF Recreation 2024 Community Entertainment Schedule

The Recreation Director reported on the GRF Recreation 2024 Community Entertainment Schedule.

SeniorTalk

The Committee had a general consensus to not move forward with SeniorTalk. No further action taken.

Ambassadors

The Committee had a general consensus to move forward with the Ambassadors program. More information to be provided in the next scheduled meeting.

CAPITAL FUNDING

Clubhouse 2 Flex Space

The Committee consented to approving painting, flooring, window tinting, asbestos abatement, checking that the sprinkler system is functioning properly, and that a sink be installed in Clubhouse 2 Flex Space and that it be sent to the Facilities Committee.

RESERVE FUNDING – N/A

OPERATING FUNDING – N/A

STRATEGIC INITIATIVES

Guest Passes for Golf and Pool

The Executive Director reported that no information has been received yet. Further information to be provided in the next scheduled meeting.

Off-Site Regular Bus Service – Shopper Shuttle – Trader Joes

The Executive Director reported that no information has been received yet. Further information to be provided in the next scheduled meeting.

Budget Discussion

Chair Nugent reported on the Budget Discussion. No further action.

GOVERNING DOCUMENTS

Amend 70-1447-1 – Community Gardens Rules

Motion: To recommend the Board approve 70-1447-1, Community Gardens Rules, as amended.

First: Carole Damoci

Second: Camille Thompson

The motion was carried unanimously by the Committee Members present.

Amend 30-1000-3 – Member Services Committee Charter

Motion: To recommend the Board approve 30-1000-3, Member Services Committee Charter.

First: Carole Damoci

Second: Camille Thompson

The motion was carried with one (1) abstention (Jablonski) and six (6) yes votes (Damoci, Habel, Hamblin, Jacquelin, Nugent, & C. Thompson).

FUTURE AGENDA ITEMS

- a. Flea Market
- b. RV Parking Discussion
- c. Clubhouse 5 Restroom
- d. Pool Hours
- e. Ambassadors
- f. Guest Passes for Golf
- g. Off-Site Regular Service – Shopper Shuttle – Trader Joes

NEXT MEETING

Tuesday, March 12, 2024, in Conference Room A/Zoom.

ADJOURNMENT

Vice Chair Thompson adjourned the meeting at 12:07 p.m.

Approved Date

Approval Signature

Printed Name

MONTH: JANUARY 2024

| Place | Number of Events Per Month | Number of Users | Guests | Count Provided by |
|------------------------------|----------------------------|-----------------|----------------|-------------------|
| Clubhouse One | | | | |
| Clubhouse One | 34 | 1,326 | n/a | Recreation |
| Picnic Area | Open 7 days a week | 0 | n/a | Recreation |
| Pool Room | Open 7 days a week | 229 | 0 | Sign-in Sheet |
| Woodshop | Open 6 days a week | 269 | n/a | Sign-in Sheet |
| Shuffleboard | Open 7 days a week | 364 | n/a | Recreation |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH1: 34 | MEMBERS: | 2,188 | 0 | 2,188 |
| Clubhouse Two | | | | |
| Clubhouse Two | 40 | 2,771 | n/a | Recreation |
| Corner Pocket Poolroom | Open 7 days a week | 298 | 35 | Sign-in Sheet |
| Mission Park (BBQ AREA) | Open 7 days a week | 0 | n/a | Recreation |
| Bocce | Open 7 days a week | 408 | 0 | Sign-in Sheet |
| Game Room | Open 7 days a week | 69 | 45 | Sign-in Sheet |
| Pickleball | Open 7 days a week | 701 | n/a | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH2: 40 | MEMBERS: | 4,247 | 80 | 4,327 |
| Clubhouse Three | | | | |
| Clubhouse Three | 215 | 4,796 | n/a | Recreation |
| Needle Arts Studio | Open 7 days a week | 138 | 27 | Sign-in Sheet |
| Genealogy Library | Open 3 days a week | 89 | 0 | Sign-in Sheet |
| Learning Center | 17 | 365 | n/a | Recreation |
| Veterans Plaza | 23 | 701 | n/a | Recreation |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH3: 215 | MEMBERS: | 6,089 | 27 | 6,116 |

| Clubhouse Four | | | | |
|---|-------------------------|------------------|------------------------|----------------------|
| Clubhouse Four | 26 | 2,493 | n/a | Recreation |
| Art Studio | Open 7 days a week | 434 | n/a | Sign-in Sheet |
| Ceramics Studio | Open 7 days a week | 142 | n/a | Sign-in Sheet |
| Lapidary Studio | Open 5 days a week | 245 | n/a | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH4: 26 | MEMBERS: | 3,314 | 0 | 3,314 |
| Clubhouse Six | | | | |
| Clubhouse Six | 42 | 1,041 | n/a | Recreation |
| Hospitality | OPEN 23 DAYS | 2,300 | n/a | GAF |
| Fitness Center | Open 7 days a week | 7,766 | REGISTERED USERS: 3172 | Sign-in Sheet |
| Table Tennis | Open 7 days a week | 1,766 | 86 | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH6: 42 | MEMBERS: | 12,846 | 86 | 12,932 |
| | | | | |
| Aquatic Center | Open 7 days a week | 3,478 | REGISTERED USERS: 968 | Sign-in Sheet |
| Golf Course | Open 7 days a week | 5,224 | REGISTERED USERS: 594 | Recreation |
| Friends of the Library | Open 6 days a week | CLOSED | n/a | Sign-in Sheet |
| LW Library | Open 6 days a week | 1,642 | n/a | Door Count |
| Video Producer Studio | Open 7 days a week | 35 | n/a | Sign-in Sheet |
| Amphitheater (includes shows/movies) | Open 7 days (Events) | 312 | n/a | Recreation |
| Performing Arts Center | Open 7 days a week | 72 | n/a | Recreation |
| TOTAL : | MEMEBERS: | 10,763 | | |
| WEEKEND DANCES | DANCES | Residents | Guests | Sign-in Sheet |
| Vinyl Rock - CH 4 | 1 | 88 | 20 | |
| Velvetones- CH 4 | 2 | 136 | 51 | |
| Legends of Rock - CH 2 | 1 | 120 | 22 | |
| | | | GUESTS: | TOTAL: |

| | | | | |
|----------------------|---------------|----------------|---------------|-------------------|
| WEEKEND DANCE TOTALS | MEMBERS: | 344 | 93 | 437 |
| OTHER AMENITIES: | MEMBERS: | | 0 | TOTAL |
| TOTAL USERS | EVENTS | MEMBERS | GUESTS | YR TO DATE |
| NOVEMBER '23 | 453 | 42,647 | 374 | |
| DECEMBER '23 | 351 | 40,426 | 326 | |

MONTH: FEBRUARY 2024

| Place | Number of Events Per Month | Number of Users | Guests | Count Provided by |
|------------------------------|-----------------------------------|------------------------|--------------------------------|--------------------------|
| Clubhouse One | | | | |
| Clubhouse One | 0 | 0 | CLOSED FOR CONSTRUCTION | Recreation |
| Picnic Area | Open 7 days a week | 0 | n/a | Recreation |
| Pool Room | Open 7 days a week | 349 | 17 | Sign-in Sheet |
| Woodshop | Open 6 days a week | 231 | n/a | Sign-in Sheet |
| Shuffleboard | Open 7 days a week | 80 | n/a | Recreation |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH1: 0 | MEMBERS: | 660 | 17 | 677 |
| Clubhouse Two | | | | |
| Clubhouse Two | 25 | 1,585 | n/a | Recreation |
| Corner Pocket Poolroom | Open 7 days a week | 190 | 40 | Sign-in Sheet |
| Mission Park (BBQ AREA) | Open 7 days a week | 25 | n/a | Recreation |
| Bocce | Open 7 days a week | 82 | n/a | Sign-in Sheet |
| Game Room | Open 7 days a week | 31 | 31 | Sign-in Sheet |
| Pickleball | Open 7 days a week | 442 | n/a | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH2: 25 | MEMBERS: | 2,355 | 71 | 2,426 |
| Clubhouse Three | | | | |
| Clubhouse Three | 351 | 8,334 | n/a | Recreation |
| Needle Arts Studio | Open 7 days a week | 225 | n/a | Sign-in Sheet |
| Genealogy Library | Open 3 days a week | 119 | 0 | Sign-in Sheet |
| Learning Center | 6 | 86 | n/a | Recreation |
| Veterans Plaza | 15 | 309 | n/a | Recreation |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH3: 351 | MEMBERS: | 9,073 | 0 | 9,073 |

| Clubhouse Four | | | | |
|---|-------------------------|------------------|---------------------------|----------------------|
| Clubhouse Four | 64 | 1,560 | n/a | Recreation |
| Art Studio | Open 7 days a week | 110 | n/a | Sign-in Sheet |
| Ceramics Studio | Open 7 days a week | 372 | n/a | Sign-in Sheet |
| Lapidary Studio | Open 5 days a week | 283 | n/a | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH4: 64 | MEMBERS: | 2,325 | 0 | 2,325 |
| Clubhouse Six | | | | |
| Clubhouse Six | 49 | 1,005 | n/a | Recreation |
| Hospitality | OPEN 23 DAYS | 2,200 | n/a | GAF |
| Fitness Center | Open 7 days a week | 7,823 | REGISTERED USERS: 3172 | Sign-in Sheet |
| Table Tennis | Open 7 days a week | 1,791 | 86 | Sign-in Sheet |
| | | | GUESTS: | TOTAL: |
| TOTAL EVENTS CH6: 49 | MEMBERS: | 12,819 | 86 | 12,905 |
| Aquatic Center | Open 7 days a week | 2,838 | REGISTERED USERS: 968 | Sign-in Sheet |
| Golf Course | Open 7 days a week | 4,132 | REGISTERED USERS: 594 | Recreation |
| Friends of the Library | Open 6 days a week | 679 | n/a | Sign-in Sheet |
| LW Library | Open 6 days a week | 3,594 | n/a | Door Count |
| Video Producer Studio | Open 7 days a week | 15 | n/a | Sign-in Sheet |
| Amphitheater (includes shows/movies) | Open 7 days (Events) | 408 | n/a | Recreation |
| Performing Arts Center | Open 7 days a week | 135 | n/a | Recreation |
| TOTAL : | MEMEBERS: | 11,801 | | |
| WEEKEND DANCES | DANCES | Residents | Guests | Sign-in Sheet |
| Vinyl Rock - CH 4 | 1 | 200 | 18 | |
| Velvetones- CH 4 | 1 | 78 | 49 | |
| Abilene - CH 2 | 1 | 430 | 30 | |
| | | | GUESTS: | TOTAL: |
| WEEKEND DANCE TOTALS | MEMBERS: | 708 | 97 | 805 |

| OTHER AMENITIES: | MEMBERS: | | 0 | TOTAL |
|------------------|----------|---------|--------|------------|
| TOTAL USERS | EVENTS | MEMBERS | GUESTS | YR TO DATE |
| DECEMBER '23 | 351 | 40,426 | 326 | |
| JANUARY '24 | 361 | 39,801 | 286 | |
| FEBRUARY '24 | 492 | 39,741 | 271 | 80,099 |



GRF 5.5 ACRE LOT (R.V. LOT) COMMITTEE REPORT

Recreation Department R.V. Lot Report for February 2024:

| Report Item | Number |
|------------------|---|
| Available Spaces | <i>3 (Calls Being Made to Waiting List)</i> |
| Spaces Issued | 5 |
| Mailings Sent | 840 |

SRO Report RV Lot - February 2024:

| SRO Date | Number | Status |
|-------------------|--|------------------|
| 02/09/2024 | <i>Fill-in potholes and low spots from rainstorm</i> | <i>Completed</i> |
| 02/09/2024 | <i>Grade and level space F-28</i> | <i>Completed</i> |
| 02/27/2024 | <i>Install safety reflectors at main entry and air shed.</i> | <i>Completed</i> |
| 02/27/2024 | <i>Trouble shoot side entry gate problem</i> | <i>Completed</i> |

SRO Report RV Lot Expense Report - February 2024:

| Item | Cost |
|---|----------------|
| <i>Bumper guard corner bumper high intensity reflectors</i> | <i>\$55.90</i> |
| | |
| | |
| | |



Income Statement - Operating

Golden Rain Foundation

01/01/2024 to 01/31/2024

| Description | Current Period | | | Year-to-date | | | Annual Budget |
|--|-----------------------|-----------------------|---------------------|-----------------------|-----------------------|---------------------|------------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| OPERATING INCOME | | | | | | | |
| INCOME FROM MUTUALS | | | | | | | |
| 5330000-000 Assessments | \$1,409,156.00 | \$1,409,166.67 | (\$10.67) | \$1,409,156.00 | \$1,409,166.67 | (\$10.67) | \$16,910,000.00 |
| Total INCOME FROM MUTUALS | \$1,409,156.00 | \$1,409,166.67 | (\$10.67) | \$1,409,156.00 | \$1,409,166.67 | (\$10.67) | \$16,910,000.00 |
| OTHER COST RECOVERY | | | | | | | |
| 5345000-000 Certificate Preparation Fee - Escrow | 16,200.00 | 18,000.00 | (1,800.00) | 16,200.00 | 18,000.00 | (1,800.00) | 216,000.00 |
| 5345001-000 Certificate Preparation Fee - Non-Escrow | 6,300.00 | 4,000.00 | 2,300.00 | 6,300.00 | 4,000.00 | 2,300.00 | 48,000.00 |
| 5345002-000 Escrow Recovery Fees | 10,800.00 | 14,310.00 | (3,510.00) | 10,800.00 | 14,310.00 | (3,510.00) | 171,720.00 |
| 5351100-000 Parking Fines | 110.50 | 208.33 | (97.83) | 110.50 | 208.33 | (97.83) | 2,500.00 |
| 5351300-000 Decal Sticker Income | 625.00 | - | 625.00 | 625.00 | - | 625.00 | - |
| 5380310-000 Edison Pymt Processing | 78.80 | - | 78.80 | 78.80 | - | 78.80 | - |
| 5380320-000 Shipping & Processing Recovery | 3,487.81 | 9,833.33 | (6,345.52) | 3,487.81 | 9,833.33 | (6,345.52) | 118,000.00 |
| 5380331-000 Copy Fee Income | 1,120.77 | 1,583.33 | (462.56) | 1,120.77 | 1,583.33 | (462.56) | 19,000.00 |
| 5380332-000 Trust Processing Fee | 6,975.00 | 4,083.33 | 2,891.67 | 6,975.00 | 4,083.33 | 2,891.67 | 49,000.00 |
| 5380333-000 Member ID Card Income | 560.00 | 250.00 | 310.00 | 560.00 | 250.00 | 310.00 | 3,000.00 |
| 5380334-000 Map Sales Income | 16.00 | - | 16.00 | 16.00 | - | 16.00 | - |
| 5380336-000 Lost Member ID Card | 3,500.00 | 1,250.00 | 2,250.00 | 3,500.00 | 1,250.00 | 2,250.00 | 15,000.00 |
| 5380337-000 Notary Fees | - | 41.67 | (41.67) | - | 41.67 | (41.67) | 500.00 |
| 5380338-000 Passport Photo Fees | - | 41.67 | (41.67) | - | 41.67 | (41.67) | 500.00 |
| 5380350-000 Library Fine Income | 1.00 | 66.67 | (65.67) | 1.00 | 66.67 | (65.67) | 800.00 |
| 5380355-000 Fax Services Income | 176.00 | 100.00 | 76.00 | 176.00 | 100.00 | 76.00 | 1,200.00 |
| 5380450-000 Show Sponsorship Income | - | 3,333.33 | (3,333.33) | - | 3,333.33 | (3,333.33) | 40,000.00 |
| 5380455-000 Special Outside Events | - | 2,083.33 | (2,083.33) | - | 2,083.33 | (2,083.33) | 25,000.00 |
| Income | | | | | | | |
| 5380490-000 Recovered Janitorial | 150.00 | 150.00 | - | 150.00 | 150.00 | - | 1,800.00 |
| 5380700-000 Permit Income | 20,819.11 | 14,166.67 | 6,652.44 | 20,819.11 | 14,166.67 | 6,652.44 | 170,000.00 |
| 5380701-000 Parking Spot Rental Income | 116,530.12 | 9,416.67 | 107,113.45 | 116,530.12 | 9,416.67 | 107,113.45 | 113,000.00 |
| 5380702-000 Contractor Compliance Fee | 2,550.00 | 916.67 | 1,633.33 | 2,550.00 | 916.67 | 1,633.33 | 11,000.00 |
| 5380710-000 EV Charging Income | 744.18 | 250.00 | 494.18 | 744.18 | 250.00 | 494.18 | 3,000.00 |
| 5381000-000 Recreation Event Sales in house | - | 3,333.33 | (3,333.33) | - | 3,333.33 | (3,333.33) | 40,000.00 |
| 5384000-000 NSF Fees | 25.00 | - | 25.00 | 25.00 | - | 25.00 | - |
| 5385000-000 Other Income | 1,280.25 | 541.67 | 738.58 | 1,280.25 | 541.67 | 738.58 | 6,500.00 |
| 5385201-000 Cafe Commissions Income | 660.87 | 250.00 | 410.87 | 660.87 | 250.00 | 410.87 | 3,000.00 |
| 5395000-000 Rental Income | 69,026.67 | 124,833.33 | (55,806.66) | 69,026.67 | 124,833.33 | (55,806.66) | 1,498,000.00 |
| 5395005-000 Locker User Fees | 5.00 | 41.67 | (36.67) | 5.00 | 41.67 | (36.67) | 500.00 |
| 5395100-000 On Site Sales Rental | 22,669.20 | - | 22,669.20 | 22,669.20 | - | 22,669.20 | - |
| Income | | | | | | | |
| 5397100-000 Taxable Interest Income | 31,107.22 | 42,250.00 | (11,142.78) | 31,107.22 | 42,250.00 | (11,142.78) | 507,000.00 |
| 5398000-000 Interest Income Allocation | - | (40,958.33) | 40,958.33 | - | (40,958.33) | 40,958.33 | (491,500.00) |
| 5540000-000 Discounts Earned | 1,052.55 | 833.33 | 219.22 | 1,052.55 | 833.33 | 219.22 | 10,000.00 |
| 5541000-000 Sales Discounts Net 10 | (28.35) | - | (28.35) | (28.35) | - | (28.35) | - |
| 5611000-000 Late Charges | 40.00 | - | 40.00 | 40.00 | - | 40.00 | - |
| 5731000-000 Classified Advertising | 1,614.00 | 2,500.00 | (886.00) | 1,614.00 | 2,500.00 | (886.00) | 30,000.00 |
| 5731100-000 Insert Ad Income | 2,075.00 | 2,083.33 | (8.33) | 2,075.00 | 2,083.33 | (8.33) | 25,000.00 |
| 5731500-000 Display Advertising | 37,227.78 | 41,666.67 | (4,438.89) | 37,227.78 | 41,666.67 | (4,438.89) | 500,000.00 |
| 5732200-000 Bus Cling/Wrap Ad Income | 2,100.00 | 2,900.00 | (800.00) | 2,100.00 | 2,900.00 | (800.00) | 34,800.00 |
| 5732400-000 Newspaper Front Footer Ad Income | 2,400.00 | 2,083.33 | 316.67 | 2,400.00 | 2,083.33 | 316.67 | 25,000.00 |
| 5732501-000 Leadership Guide Income | - | 666.67 | (666.67) | - | 666.67 | (666.67) | 8,000.00 |
| 5739000-000 News - Sales Discounts | (1,236.00) | (1,000.00) | (236.00) | (1,236.00) | (1,000.00) | (236.00) | (12,000.00) |
| 5891000-000 SRO Labor Cost Recovery | 102,651.07 | 112,437.50 | (9,786.43) | 102,651.07 | 112,437.50 | (9,786.43) | 1,349,250.00 |
| 5892000-000 Replacement Recovery | 360.00 | - | 360.00 | 360.00 | - | 360.00 | - |
| 5893000-000 RFID Tag | 2,725.00 | 1,666.67 | 1,058.33 | 2,725.00 | 1,666.67 | 1,058.33 | 20,000.00 |
| 5990000-000 Materials Recovery | 28,975.58 | - | 28,975.58 | 28,975.58 | - | 28,975.58 | - |
| 5999000-000 TPUF Fees | 222,832.00 | 213,250.00 | 9,582.00 | 222,832.00 | 213,250.00 | 9,582.00 | 2,559,000.00 |
| Total OTHER COST RECOVERY | \$718,307.13 | \$593,464.17 | \$124,842.96 | \$718,307.13 | \$593,464.17 | \$124,842.96 | \$7,121,570.00 |



Income Statement - Operating

Golden Rain Foundation

01/01/2024 to 01/31/2024

| Description | Current Period | | | Year-to-date | | | Annual |
|--|-----------------------|-----------------------|----------------------|-----------------------|-----------------------|----------------------|------------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| Total OPERATING INCOME | \$2,127,463.13 | \$2,002,630.84 | \$124,832.29 | \$2,127,463.13 | \$2,002,630.84 | \$124,832.29 | \$24,031,570.00 |
| OPERATING EXPENSE | | | | | | | |
| HUMAN RESOURCES | | | | | | | |
| 610000-000 Salaries & Wages | \$629,862.31 | \$922,579.17 | \$292,716.86 | \$629,862.31 | \$922,579.17 | \$292,716.86 | \$11,070,950.00 |
| 610001-000 Vacation Accrual Expense | 1,069.14 | - | (1,069.14) | 1,069.14 | - | (1,069.14) | - |
| 610100-000 Commissions | - | 3,150.00 | 3,150.00 | - | 3,150.00 | 3,150.00 | 37,800.00 |
| 614000-000 Employment Taxes | 64,295.58 | 71,832.83 | 7,537.25 | 64,295.58 | 71,832.83 | 7,537.25 | 861,994.00 |
| 6142000-000 Workers' Compensation | 28,207.00 | 31,925.83 | 3,718.83 | 28,207.00 | 31,925.83 | 3,718.83 | 383,110.00 |
| 6143000-000 Group Insurance - Medical | 95,135.90 | 104,166.67 | 9,030.77 | 95,135.90 | 104,166.67 | 9,030.77 | 1,250,000.00 |
| 6143300-000 Group Insurance - Dental | 1,361.32 | 1,399.42 | 38.10 | 1,361.32 | 1,399.42 | 38.10 | 16,793.00 |
| 6143500-000 Group Insurance - Vision | 603.58 | 696.00 | 92.42 | 603.58 | 696.00 | 92.42 | 8,352.00 |
| 6144000-000 401(k) Match | 17,915.59 | 22,091.25 | 4,175.66 | 17,915.59 | 22,091.25 | 4,175.66 | 265,095.00 |
| 6145000-000 Group Insurance - Life | 3,469.30 | 3,422.58 | (46.72) | 3,469.30 | 3,422.58 | (46.72) | 41,071.00 |
| 6146000-000 Long Term Disability Insurance | 2,950.21 | 4,563.50 | 1,613.29 | 2,950.21 | 4,563.50 | 1,613.29 | 54,762.00 |
| 6210005-000 Payroll Processing Fees | 4,797.44 | 3,298.67 | (1,498.77) | 4,797.44 | 3,298.67 | (1,498.77) | 39,584.00 |
| 6210006-000 FSA Administration Fees | 154.25 | 166.67 | 12.42 | 154.25 | 166.67 | 12.42 | 2,000.00 |
| 6210007-000 Benefits Processing | 668.36 | 375.00 | (293.36) | 668.36 | 375.00 | (293.36) | 4,500.00 |
| 6210010-000 Fraud Hotline | - | 63.75 | 63.75 | - | 63.75 | 63.75 | 765.00 |
| 6211000-000 Continuing Education | 699.00 | 4,583.33 | 3,884.33 | 699.00 | 4,583.33 | 3,884.33 | 55,000.00 |
| 6211100-000 Employee Incentives | 489.38 | 2,666.67 | 2,177.29 | 489.38 | 2,666.67 | 2,177.29 | 32,000.00 |
| 6212000-000 Employee Exams | - | 116.67 | 116.67 | - | 116.67 | 116.67 | 1,400.00 |
| 6212005-000 Employee Drivers License Inquiry | - | 30.00 | 30.00 | - | 30.00 | 30.00 | 360.00 |
| 6213000-000 Employee Recruitment | - | 1,533.33 | 1,533.33 | - | 1,533.33 | 1,533.33 | 18,400.00 |
| 6213005-000 Employment Screening | 247.03 | 541.67 | 294.64 | 247.03 | 541.67 | 294.64 | 6,500.00 |
| 6213100-000 ODO Contracted Hours | 28,812.78 | 56,250.00 | 27,437.22 | 28,812.78 | 56,250.00 | 27,437.22 | 675,000.00 |
| 6213200-000 Agency / Independent Contractor Fees | 20,249.59 | - | (20,249.59) | 20,249.59 | - | (20,249.59) | - |
| 6410045-000 Emergency Supplies | 20.00 | 416.67 | 396.67 | 20.00 | 416.67 | 396.67 | 5,000.00 |
| 6434110-000 Legal Fees - HR | 678.96 | 1,916.67 | 1,237.71 | 678.96 | 1,916.67 | 1,237.71 | 23,000.00 |
| Total HUMAN RESOURCES | \$901,686.72 | \$1,237,786.35 | \$336,099.63 | \$901,686.72 | \$1,237,786.35 | \$336,099.63 | \$14,853,436.00 |
| ADMINISTRATION | | | | | | | |
| 6214000-000 Meals & Special Events | - | 2,500.00 | 2,500.00 | - | 2,500.00 | 2,500.00 | 30,000.00 |
| 6214500-000 Gifts | 255.20 | 291.67 | 36.47 | 255.20 | 291.67 | 36.47 | 3,500.00 |
| 6215000-000 Mileage | - | 666.67 | 666.67 | - | 666.67 | 666.67 | 8,000.00 |
| 6410000-000 Office Supplies | 4,974.69 | 4,992.57 | 17.88 | 4,974.69 | 4,992.57 | 17.88 | 59,910.80 |
| 6410003-000 Board Office Supplies | - | 333.33 | 333.33 | - | 333.33 | 333.33 | 4,000.00 |
| 6410025-000 Lunch Room Supplies | 79.27 | 250.00 | 170.73 | 79.27 | 250.00 | 170.73 | 3,000.00 |
| 6410030-000 Printer / Copier Supplies | 3,780.46 | 2,916.67 | (863.79) | 3,780.46 | 2,916.67 | (863.79) | 35,000.00 |
| 6434100-000 Legal Fees - General Counsel | 7,196.30 | 6,458.33 | (737.97) | 7,196.30 | 6,458.33 | (737.97) | 77,500.00 |
| 6434105-000 Legal Fees - Litigation | 1,777.50 | 2,083.33 | 305.83 | 1,777.50 | 2,083.33 | 305.83 | 25,000.00 |
| 6478000-000 Service Contracts | 6,129.38 | 4,333.33 | (1,796.05) | 6,129.38 | 4,333.33 | (1,796.05) | 52,000.00 |
| 6710001-000 OC User Fees | - | 4,083.33 | 4,083.33 | - | 4,083.33 | 4,083.33 | 49,000.00 |
| 6731000-000 Property & Liability Insurance | 176,585.05 | 77,806.85 | (98,778.20) | 176,585.05 | 77,806.85 | (98,778.20) | 933,682.20 |
| Total ADMINISTRATION | \$200,777.85 | \$106,716.08 | (\$94,061.77) | \$200,777.85 | \$106,716.08 | (\$94,061.77) | \$1,280,593.00 |
| MEMBER SERVICES | | | | | | | |
| 6410032-000 Photo ID Printing | - | 250.00 | 250.00 | - | 250.00 | 250.00 | 3,000.00 |
| 6410033-000 Guest Pass Printing (RFID) | - | 1,666.67 | 1,666.67 | - | 1,666.67 | 1,666.67 | 20,000.00 |
| 6411001-000 Inventory Price Variances | 243.56 | - | (243.56) | 243.56 | - | (243.56) | - |
| 6415000-000 Materials Pass-Thru | 32,158.30 | - | (32,158.30) | 32,158.30 | - | (32,158.30) | - |
| 6432100-000 Audit Fees | 17,500.00 | 17,500.00 | - | 17,500.00 | 17,500.00 | - | 210,000.00 |
| 6434115-000 Legal Fees - Trust Review | 5,225.00 | 4,083.33 | (1,141.67) | 5,225.00 | 4,083.33 | (1,141.67) | 49,000.00 |
| 6435100-000 Bank Service Fees | 2,634.51 | 1,666.67 | (967.84) | 2,634.51 | 1,666.67 | (967.84) | 20,000.00 |
| 6437100-000 Reserve Study | - | 825.00 | 825.00 | - | 825.00 | 825.00 | 9,900.00 |
| 6482500-000 Election Expense | - | 5,416.67 | 5,416.67 | - | 5,416.67 | 5,416.67 | 65,000.00 |
| 6483201-000 Mailouts - Periodic | 220.37 | 7,500.00 | 7,279.63 | 220.37 | 7,500.00 | 7,279.63 | 90,000.00 |



Income Statement - Operating

Golden Rain Foundation

01/01/2024 to 01/31/2024

| Description | Current Period | | | Year-to-date | | | Annual Budget |
|---|---------------------|---------------------|----------------------|---------------------|---------------------|----------------------|-----------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| 6483202-000 Mailouts - Pymt Statements | \$1,772.36 | \$583.33 | (\$1,189.03) | \$1,772.36 | \$583.33 | (\$1,189.03) | \$7,000.00 |
| 6484500-000 Postage | 2,358.87 | 3,041.67 | 682.80 | 2,358.87 | 3,041.67 | 682.80 | 36,500.00 |
| 6485500-000 Record Retention | 802.83 | 375.00 | (427.83) | 802.83 | 375.00 | (427.83) | 4,500.00 |
| 6491000-000 Miscellaneous Writeoffs | 304.95 | - | (304.95) | 304.95 | - | (304.95) | - |
| 6910000-000 Uncollectible Customer Receivables | - | 83.33 | 83.33 | - | 83.33 | 83.33 | 1,000.00 |
| Total MEMBER SERVICES | \$63,220.75 | \$42,991.67 | (\$20,229.08) | \$63,220.75 | \$42,991.67 | (\$20,229.08) | \$515,900.00 |
| FACILITIES | | | | | | | |
| 6217000-000 Uniforms & Laundry | 2,563.00 | 3,333.33 | 770.33 | 2,563.00 | 3,333.33 | 770.33 | 40,000.00 |
| 6410001-000 Transportation Shop Supplies | 44.44 | 833.33 | 788.89 | 44.44 | 833.33 | 788.89 | 10,000.00 |
| 6410002-000 Pool Supplies | 623.95 | 666.67 | 42.72 | 623.95 | 666.67 | 42.72 | 8,000.00 |
| 6410005-000 Building Supplies | 1,962.86 | 2,500.00 | 537.14 | 1,962.86 | 2,500.00 | 537.14 | 30,000.00 |
| 6410020-000 Equipment Expense | 3,758.17 | 5,000.00 | 1,241.83 | 3,758.17 | 5,000.00 | 1,241.83 | 60,000.00 |
| 6410021-000 Field Supplies | 2,611.75 | 3,125.00 | 513.25 | 2,611.75 | 3,125.00 | 513.25 | 37,500.00 |
| 6410022-000 Tool Expense | 947.05 | 2,500.00 | 1,552.95 | 947.05 | 2,500.00 | 1,552.95 | 30,000.00 |
| 6411000-000 Freight & Handling | 173.78 | 416.67 | 242.89 | 173.78 | 416.67 | 242.89 | 5,000.00 |
| 6420100-000 Electricity | 32,074.83 | 38,958.33 | 6,883.50 | 32,074.83 | 38,958.33 | 6,883.50 | 467,500.00 |
| 6424100-000 Trash | 14,309.17 | 12,333.33 | (1,975.84) | 14,309.17 | 12,333.33 | (1,975.84) | 148,000.00 |
| 6425100-000 Natural Gas | 7,090.88 | 5,833.33 | (1,257.55) | 7,090.88 | 5,833.33 | (1,257.55) | 70,000.00 |
| 6444000-000 Equipment Rental | 9,609.77 | 7,000.00 | (2,609.77) | 9,609.77 | 7,000.00 | (2,609.77) | 84,000.00 |
| 6471000-000 Building Repair & Maintenance | 2,251.21 | 4,166.67 | 1,915.46 | 2,251.21 | 4,166.67 | 1,915.46 | 50,000.00 |
| 6472000-000 Equipment Repair & Maintenance | 7,865.21 | 6,250.00 | (1,615.21) | 7,865.21 | 6,250.00 | (1,615.21) | 75,000.00 |
| 6472100-000 Equipment Repair & Maint - Minibus | 260.76 | 833.33 | 572.57 | 260.76 | 833.33 | 572.57 | 10,000.00 |
| 6473000-000 Hazardous Waste Disposal | - | 1,250.00 | 1,250.00 | - | 1,250.00 | 1,250.00 | 15,000.00 |
| 6474100-000 Janitorial Services | 140,005.16 | 146,728.42 | 6,723.26 | 140,005.16 | 146,728.42 | 6,723.26 | 1,760,741.00 |
| 6475100-000 Landscape Maint. - Contract | 24,700.00 | 25,400.00 | 700.00 | 24,700.00 | 25,400.00 | 700.00 | 304,800.00 |
| 6475600-000 Landscape Maint. - Extras | 320.00 | 2,750.00 | 2,430.00 | 320.00 | 2,750.00 | 2,430.00 | 33,000.00 |
| 6476000-000 Sewer Maintenance | - | 4,166.67 | 4,166.67 | - | 4,166.67 | 4,166.67 | 50,000.00 |
| 6476500-000 Street Repair & Maintenance | - | 2,083.33 | 2,083.33 | - | 2,083.33 | 2,083.33 | 25,000.00 |
| 6477210-000 Pest Control | 2,018.00 | 1,750.00 | (268.00) | 2,018.00 | 1,750.00 | (268.00) | 21,000.00 |
| 6483000-000 Propane | - | 350.00 | 350.00 | - | 350.00 | 350.00 | 4,200.00 |
| 6483100-000 Propane - Minibus | - | 1,250.00 | 1,250.00 | - | 1,250.00 | 1,250.00 | 15,000.00 |
| 6483105-000 Gasoline | - | 7,500.00 | 7,500.00 | - | 7,500.00 | 7,500.00 | 90,000.00 |
| 6483110-000 Diesel Fuel | - | 66.67 | 66.67 | - | 66.67 | 66.67 | 800.00 |
| 6484000-000 Permits & Licenses | 17,002.57 | 3,250.00 | (13,752.57) | 17,002.57 | 3,250.00 | (13,752.57) | 39,000.00 |
| 6911500-000 Inventory Over / Short-Purchasing | (7,483.08) | - | 7,483.08 | (7,483.08) | - | 7,483.08 | - |
| Total FACILITIES | \$262,709.48 | \$290,295.08 | \$27,585.60 | \$262,709.48 | \$290,295.08 | \$27,585.60 | \$3,483,541.00 |
| INFORMATION TECHNOLOGY | | | | | | | |
| 6410015-000 Computer Supplies | (167.08) | 2,500.00 | 2,667.08 | (167.08) | 2,500.00 | 2,667.08 | 30,000.00 |
| 6422000-000 Telephone | 13,271.20 | 9,750.00 | (3,521.20) | 13,271.20 | 9,750.00 | (3,521.20) | 117,000.00 |
| 6438000-000 Other Professional Fees | 9,700.25 | 13,750.00 | 4,049.75 | 9,700.25 | 13,750.00 | 4,049.75 | 165,000.00 |
| 6481000-000 Computer Maintenance & Software | 41,752.36 | 15,000.00 | (26,752.36) | 41,752.36 | 15,000.00 | (26,752.36) | 180,000.00 |
| Total INFORMATION TECHNOLOGY | \$64,556.73 | \$41,000.00 | (\$23,556.73) | \$64,556.73 | \$41,000.00 | (\$23,556.73) | \$492,000.00 |
| RECREATION | | | | | | | |
| 6410010-000 Hospitality | 1,964.36 | 2,500.00 | 535.64 | 1,964.36 | 2,500.00 | 535.64 | 30,000.00 |
| 6410023-000 Curriculum Supplies | - | 41.67 | 41.67 | - | 41.67 | 41.67 | 500.00 |
| 6410024-000 Library Supplies | 782.53 | 525.00 | (257.53) | 782.53 | 525.00 | (257.53) | 6,300.00 |
| 6410040-000 Janitorial Supplies | 4,934.35 | 3,333.33 | (1,601.02) | 4,934.35 | 3,333.33 | (1,601.02) | 40,000.00 |
| 6412000-000 Patron Books | 30.65 | 2,500.00 | 2,469.35 | 30.65 | 2,500.00 | 2,469.35 | 30,000.00 |
| 6412500-000 Patron Magazines | - | 916.67 | 916.67 | - | 916.67 | 916.67 | 11,000.00 |
| Subscriptions | | | | | | | |
| 6481500-000 Community Entertainment | 3,854.05 | 16,666.67 | 12,812.62 | 3,854.05 | 16,666.67 | 12,812.62 | 200,000.00 |



Income Statement - Operating

Golden Rain Foundation

01/01/2024 to 01/31/2024

| Description | Current Period | | | Year-to-date | | | Annual Budget |
|---|-----------------------|-----------------------|----------------------|-----------------------|-----------------------|----------------------|------------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | |
| 6481505-000 Special Outside Events | \$- | \$1,833.33 | \$1,833.33 | \$- | \$1,833.33 | \$1,833.33 | \$22,000.00 |
| Expense | | | | | | | |
| 6482000-000 Dues, Memberships & Books | 273.46 | 1,250.00 | 976.54 | 273.46 | 1,250.00 | 976.54 | 15,000.00 |
| 6485000-000 Production Expense - Amphitheater | - | 3,166.67 | 3,166.67 | - | 3,166.67 | 3,166.67 | 38,000.00 |
| Total RECREATION | \$11,839.40 | \$32,733.34 | \$20,893.94 | \$11,839.40 | \$32,733.34 | \$20,893.94 | \$392,800.00 |
| COMMUNICATIONS | | | | | | | |
| 6483500-000 Newspaper Distribution | 8,949.00 | 9,750.00 | 801.00 | 8,949.00 | 9,750.00 | 801.00 | 117,000.00 |
| 6483505-000 Insert Distribution Labor | 734.66 | 375.00 | (359.66) | 734.66 | 375.00 | (359.66) | 4,500.00 |
| 6483515-000 Newspaper Printing | 8,937.55 | 8,333.33 | (604.22) | 8,937.55 | 8,333.33 | (604.22) | 100,000.00 |
| 6483522-000 Leadership Guide | - | 333.33 | 333.33 | - | 333.33 | 333.33 | 4,000.00 |
| 6483530-000 Amphitheater Spotlight Printing | - | 350.00 | 350.00 | - | 350.00 | 350.00 | 4,200.00 |
| 6483531-000 Amphitheater Spotlight Distribution | - | 183.33 | 183.33 | - | 183.33 | 183.33 | 2,200.00 |
| Total COMMUNICATIONS | \$18,621.21 | \$19,324.99 | \$703.78 | \$18,621.21 | \$19,324.99 | \$703.78 | \$231,900.00 |
| RESERVE & CAPITAL CONTRIBUTION | | | | | | | |
| 6398000-000 Reserve Interest Allocation | 17,331.48 | - | (17,331.48) | 17,331.48 | - | (17,331.48) | - |
| 6399000-000 Capital Interest Allocation | 394.93 | - | (394.93) | 394.93 | - | (394.93) | - |
| 8161000-000 Replacement Rsv Contributions | 210,950.00 | 210,950.00 | - | 210,950.00 | 210,950.00 | - | 2,531,400.00 |
| 8162000-000 Capital Contributions | 20,833.33 | 20,833.33 | - | 20,833.33 | 20,833.33 | - | 250,000.00 |
| Total RESERVE & CAPITAL CONTRIBUTION | \$249,509.74 | \$231,783.33 | (\$17,726.41) | \$249,509.74 | \$231,783.33 | (\$17,726.41) | \$2,781,400.00 |
| Total OPERATING EXPENSE | \$1,772,921.88 | \$2,002,630.84 | \$229,708.96 | \$1,772,921.88 | \$2,002,630.84 | \$229,708.96 | \$24,031,570.00 |
| Net Income: | \$354,541.25 | \$0.00 | \$354,541.25 | \$354,541.25 | \$0.00 | \$354,541.25 | \$0.00 |



MEMBER SERVICES

Use of Community Facilities, Community Gardens– Rules

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1. PURPOSE

The purpose of these regulations is to ensure a pleasant environment for all Leisure World residents and produce-growing gardeners.

2. GENERAL REGULATIONS

2.1. The Recreation Department (RD) is responsible for the fair and equitable use of the Community Gardens (CG) area, also known as the 1.8 Acres, and will also be responsible for ensuring that all of the conditions of these rules are followed.

2.2. The CG area is for Golden Rain Foundation (GRF) Authorized Residents (AR) in good standing only. Only one garden shall be assigned per household, but two (2) ARs from different households can share a garden as long as both names are on the garden lease.

2.2.1. Each garden shall have an associated lease document and an associated lease fee and deposit which are described in a related document.

2.2.2. A waiting list shall be maintained by the RD, which will determine the order in which garden leases will be offered to a Renter/Lessee (R/L).

2.3. Mutual-Unit/Renter/Lesseees must follow all rules and are subject to any consequences for failure to do so. The Mutual Unit/Member/Owner is ultimately responsible for the behavior and actions of their Renter/Lessee (R/L) and will be held responsible for any fees, fines, or disciplinary consequences incurred by the Renter/Lesseees. See Policy 13-5093-1, Authorized Resident Rules of Conduct.

2.3.1. The violation notice may be contested to the COMMUNITY RULES VIOLATION (CRV) PANEL. Procedures for the M/O to appeal a Community Rules Violation notice are detailed in 13-5093-3.

2.3.2. Additional penalties may be assessed to any M/O who fails to respond to a rules violation notice in a timely manner. The procedures for assessing those penalties are outlined in 13-5093-3.

2.4. If a Member/Owner (M/O) subsequently rents their Mutual unit, the M/O forfeits the right to retain their garden and must notify the RD and relinquish it immediately.

2.5. If a R/L has a garden leased, the lease shall be terminated immediately upon termination of their tenancy in the M/O's Mutual unit unless the AR moves to another rental unit in the community immediately.



MEMBER SERVICES

Use of Community Facilities, Community Gardens– Rules

- 41 **2.6.** The CGs are a non-smoking, tobacco-free, vape-free, drug-free,
42 firearms/weapons-free, and alcohol-free environment.
- 43 **2.7.** No animals are allowed in the CG area: Qualified Service dogs will be allowed
44 in the garden area . They must always remain on an eight (8)-foot leash and be
45 under the control of the AR. The owner must pick up after them immediately.
46 They are not allowed in any other person’s garden.
- 47 **2.8.** Radios or music devices are allowed with headphones.
- 48 **2.9.** Spaces may be leased on an annual basis for a maximum of **four (4)**
49 consecutive years. Upon the completion of the fourth year, the Lessees must
50 relinquish their garden. The Lessee can then be added to the waiting list for
51 another garden if they so desire. If there is no waitlist, the AR may renew the
52 lease with the approval of RD for one (1) additional year.
- 53 **2.10.** Gardens shall not be abandoned, traded, or given up to another AR by the
54 Lessee. If you choose to relinquish your space, you must notify the Recreation
55 Department, and your space will be reassigned to the next AR on the waiting
56 list. No refunds shall be issued for any monies paid to GRF.
- 57 **2.11.** Lessee is responsible for the planning, planting, and management of their own
58 garden, including providing seeds, plants, soil amendments, perimeter ‘bunny’
59 fencing, and any tools. In case of a temporary absence, Lessee shall notify the
60 RD in writing and a “garden angel” can be assigned to care for your garden with
61 the approval of the RD. Only ARs may be appointed as a “garden angel.”
- 62 **2.12.** Lessee may bring guests, including children, into the CG area, provided that the
63 guests comply with the GRF Code of Conduct. Children must always be
64 accompanied by an adult.
- 65 **2.13.** Neither Lessees nor their guests may enter other gardens or harvest produce
66 without explicit written permission from that garden’s Lessee. A copy of written
67 permission must be kept on record in the RD office.
- 68 **2.14.** Lessees will keep clean and neat and weed free any common areas such as
69 adjacent pathways. Lessee will promptly report any concerns about safety of
70 the garden to the RD. The adjacent pathway along the wall bordering Nassau
71 Drive and all walkways must always be kept clear of gardening tools and plant
72 materials from the gardens.
- 73 **2.15.** Storage containers made of metal or wood are not permitted. Storage
74 containers must be the type approved by the RD and the storage container and
75 tools must be kept within the boundaries of the designated garden.
- 76 **2.16.** Fences may not exceed three (3) feet in height to avoid shading a neighbor’s
77 garden. Fences must be free standing, PVC pipe, or wood treated with or
78 without non-toxic preservative, green metal stakes, and can include types of
79 chicken wire. All fencing must be approved by the RD with a written scope of



MEMBER SERVICES

Use of Community Facilities, Community Gardens– Rules

work to be included with the submitted application.

- 80
- 81 **2.17.** Structures to encourage vertical growing, including arbors, trellises, tree branch
82 frames, and cages are only allowed during growing season if they are functional,
83 orderly, safe, and do not conflict with CG standards.
- 84 **2.18.** GRF does not permit the construction or existence of permanent shelter
85 structures within the individual’s garden, including personal sheds, storage, or
86 shade units.
- 87 **2.19.** One faucet is set up for up to four gardens for watering. The gardens that are
88 assigned to that area have exclusive use of the water fixture.
- 89 **2.20.** Automatic sprinklers and soaker hoses are forbidden. Lessees must turn off
90 water faucet or valve before leaving the garden and shall not leave watering
91 unattended at any time. Water run-off is not permitted on roadways, walkways,
92 sidewalks, or adjacent gardens.
- 93 **2.21.** Crushed rock or gravel is not permitted inside the gardens.
- 94 **2.22.** No wood treated with toxic wood preservative shall be used in any gardens.
- 95 **2.23.** No piles of wood, brick, pipes, hoses, or fencing shall be stored in gardens.
- 96 **2.24.** All items, such as hoses, tools, and containers shall be safely stored to avoid
97 trips and falls.
- 98 **2.25.** The use of “scrap” materials, such as broken bricks or pavers, scraps of wood,
99 metal, or plastic is not permitted.
- 100 **2.26.** Items not authorized must be disabled and removed from the garden by
101 required compliance date.
- 102 **2.27.** All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a
103 solid base underneath, and not exceed four (4) feet tall. Trees or shrubs cannot
104 extend over walkways or exceed four (4) feet in height during any month of the
105 year. Any existing tree, shrubs, or bush type fruit trees shall be removed when a
106 lot is vacated, unless there is a lessee-to-lessee agreement approved by the
107 RD.
- 108 **2.28.** No more than twenty-five percent (25%) of garden may be planted with flowers.
109 The remaining balance shall be used to plant produce.
- 110 **2.29.** The RD may order the forfeiture of a garden when any Lessee does not
111 maintain their garden as described in these rules. Failure to plant at least
112 seventy-five percent (75%) of a garden area for three (3) months shall be
113 sufficient cause to forfeit the garden.
- 114 **2.30.** If a garden appears untended (overgrown weeds, unharvested), the Lessee will
115 be issued a violation notice. If the violation is not remedied by the required
116 compliance date of the third notice for the same violation, the RD may evict
117 Lessee.



MEMBER SERVICES

Use of Community Facilities, Community Gardens– Rules

- 118 **2.31.** Lessees and their guests shall park in designated parking spaces only.
- 119 **2.32.** Dumpsters are available for the disposal of green waste and regular trash. See
120 policy 26-5000-1, Dumpster Rules.
- 121 **2.33.** Gardens must be cleared of all vegetation and weeds before being vacated.
122 Failure to clean garden for final inspection will result in loss of lease deposit and
123 CG future privileges.
- 124 **2.34.** If the Lessee fails to comply with any terms of the lease within the allotted
125 compliance time of the third notice for the same violation, the garden will be
126 immediately forfeited with no refund of fees.
- 127 **2.35.** Lessees will not be entitled to any payment or reimbursement from the GRF for
128 any materials planted, growing, or otherwise located within the CG or for any
129 improvements made on the premises. All or any part of such material and
130 improvements shall become the property of the GRF.
- 131 **2.36.** The RD will designate each garden by posting a garden number on the corner of
132 each garden, which will correspond to a like number on a drawing of the garden
133 area.

3. HOURS OF OPERATION

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137 7:00 a.m. to dusk seven (7) days a week.

4. MAINTENANCE OF GARDENS

- 141 **4.1.** To prevent the breeding of flies, harboring of rats, or air contamination, all
142 decaying compost or newly delivered fertilizer shall be properly cared for by
143 effectively sealing in plastic bags or by turning it under in the garden within forty-
144 eight (48) hours.
- 145 **4.2.** Gardens must always be maintained and kept free of debris.
- 146 **4.3.** Keep all gardens, including the adjacent walkway areas , free from all grass and
147 weeds throughout the year.
- 148 **4.4.** Use care and caution while watering in order to keep from flooding neighboring
149 gardens and pathways.
- 150 **4.5.** Use care when spraying or dusting for bugs, snails, and other garden pests.
151 Lessees must make every effort to ensure there is no drifting of pesticides to
152 adjoining gardens. **GRF does not permit the use of Roundup on Trust**
153 **property.** See Addendum A for approved pest control list.
- 154 **4.6.** Store only the garden material necessary for supporting, staking or containing the
155 plantings, neatly within the perimeter of one’s assigned garden area. No plants or
156 vines shall be allowed to grow past a fence or property line, over walkways or



MEMBER SERVICES

Use of Community Facilities, Community Gardens– Rules

- 157 sidewalks. No exterior fence will be used as a trellis on which to grow plants or
158 vines.
- 159 **4.7.** GRF is not liable for loss or damage to personal property, vandalism to the garden
160 parcel, and/or destruction of crops due to disease, pests, rodents, gophers,
161 inclement weather, or flooding from water run-off by hose/faucet whether coming
162 from water lines inside or outside of gardens.
- 163 **4.8.** All items stored within the garden area must be essential to gardening. Pesticides
164 of any kind may not be stored at the CG. Items such as wooden stakes, tomato
165 cages, etc. must be kept in a neat and orderly manner. Materials may not be
166 stored against the garden fencing.
- 167 **4.9.** GRF is responsible for the maintenance and pest control of the common areas.
168 Lessee is responsible for maintenance and pest control within their garden.
- 169 **4.10.** Lessee is responsible for the cost, installation, and maintenance of fencing. RD
170 taff must approve any fence or other structure prior to installation and follow GRF
171 guidelines. Staff will provide written approval/permit for installation. This permit
172 must be displayed at the garden for thirty (30) days.

174 **5. CORRECTIVE ACTION**

- 175
- 176 **5.1.** The RD may order the forfeiture of any garden when the Lessee fails to comply
177 with this set of rules, or any action in violation of the established Code of
178 Conduct policy, 13-5093-1.
- 179 **5.2.** The RD (with Board approval) reserves the right to review and adjust the
180 operating rules to accommodate the needs of the community at any time.
- 181 **5.3.** The RD also reserves the right to enter any garden at any time.
- 182 **5.4.** The AR is entitled to request a hearing if they disagree with any disciplinary
183 decision.
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Document History

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|----------|-----------|----------|-----------|----------|-----------|
| Adopted: | 26 Nov 19 | Amended: | 28 Jan 20 | Amended: | 27 Oct 20 |
| Amended: | 24 Nov 20 | Amended: | 23 Dec 20 | | |

Keywords: Mini Farm Garden Plot
1.8 Acres

187
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(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Addendum A

The following table includes, but is not limited to, substances that are recommended and those that are not.

| | Recommended | Not Recommended |
|---------------------------------|---|--|
| PEST AND DISEASE CONTROL | <ul style="list-style-type: none"> - bacillus thuringiensis (Bt) - soap spray - Horticulture pepper/onion spray - sulfur - wood ashes - sour milk solution - lace wings - dormant oils - micro-cop or equivalent - diatomaceous earth (DE) - baking soda - borax, boric acid - sluggo - lady bugs - tanglefoot - marigolds - beneficial nematodes - netting - Pyrethrum* <p>* Pyrethrin: It is a naturally occurring insect-killing chemical taken from chrysanthemum flowers. In the flowers, these bug-killers exist as a mixture of six separate chemicals that together are called pyrethrum or pyrethrins. Pyrethrins (without piperonyl butoxide or other enhancers) are permitted for use on organically grown crops.</p> | <ul style="list-style-type: none"> - rotenone - pyrethrate - pyrethroids - nicotine - sulfate - malathion - diazinon - sevin - organophosphates - Roundup - Finale - Dursban - organ chlorides - chlorpyrifos |
| | Recommended | Not Recommended |
| FERTILIZERS | <ul style="list-style-type: none"> - cotton seed - kelp - compost - manure - blood, bone, horn, and hoof meals - liquid fish or seaweed - fertilizers classed as "organic" | <ul style="list-style-type: none"> - ammonium sulfate - ammonium nitrate - muriate of potash - superphosphates - highly soluble chemical fertilizer - Ozmicote - Non organic Miracle Grow |

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

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. PURPOSE:

Need to be written. The purpose of these regulations is to ensure a pleasant environment for all Leisure World residents and produce-growing gardeners.

4. GENERAL REGULATIONS**2.**

The Recreation Department (RD) is responsible for the fair and equitable use of the Mini Farm Community Gardens (CG) area, also known as the 1.8 Acres, and The Recreation Department will also be responsible to ensure for ensuring that all of the conditions of these rules are followed.

2.1.

2.2. The Mini Farm CG area plots ~~is are~~ for Golden Rain Foundation (GRF) Members Authorized Residents (AR) in good standing only. Only one garden plot shall be assigned per household, but two (2) ARs from different households can share a garden as long as both names are on the garden lease.

2.2.1. Each garden shall have an associated lease document and an associated lease fee and deposit which are described in a related document.

2.2.2. A waiting list shall be maintained by the RD, which will determine the order in which garden leases will be offered to a Renter/Lessee (R/L).

2.1. Mutual-Unit/Renter/Lesseees must follow all rules and are subject to any consequences for failure to do so. The Mutual Unit/Member/Owner is ultimately responsible for the behavior and actions of their Renter/Lessee (R/L) and will be held responsible for any fees, fines, or disciplinary consequences incurred by the Renter/Lesseees. See Policy 3013-5093-1, Authorized Resident Rules of Conduct Shareholder Code of Conduct.

2.3.

2.3.1. The violation notice may be contested to the COMMUNITY RULES VIOLATION (CRV) PANEL. Procedures for the M/O to appeal a

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

Community Rules Violation notice are detailed in 13-5093-3.

2.3.2. Additional penalties may be assessed to any M/O who fails to respond to a rules violation notice in a timely manner. The procedures for assessing those penalties are outlined in 13-5093-3.

2.4. If ~~the an~~ Member/Owner (M/O) subsequently rents their Mutual unit, the M/O forfeits the right to retain their ~~plot garden~~ and must notify the RD Recreation Department and relinquish it immediately.

2.5. If ~~at~~ the R/L has a garden leased, ~~a plot~~, the lease shall be terminated immediately upon termination of their tenancy in the M/O's Mutual unit unless the AR moves to another rental unit in the community immediately.

1.1.2.6. The Mini Farms CGs are a non-smoking, tobacco-free, vape-free, drug-free, firearms/weapons-free, and alcohol-free environment.

Alcoholic beverages may not be brought into the Mini Farm area.

2.7. No animals are allowed in the Mini Farm CG area: Qualified Service dogs Animals will be allowed in the garden area if staying with their owner. They must always remain on an (8) eight (8)-foot leash and be under the control of the AR. The owner must pick up after them immediately. They are not allowed in any other person's garden.

2.8. Radios or music devices are allowed with headphones.

2.9. Spaces may be leased on an annual basis for a maximum of four (4) consecutive years. Upon the completion of the fourth year, the Lessees must relinquish their garden. The Lessee can then be added to the waiting list for another garden if they so desire. If there is no waitlist, the AR may renew the lease with the approval of RD for one (1) additional year.

2.10. Gardens shall not be abandoned, traded, or given up to another AR 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 AR on the waiting list. No refunds shall be issued for any monies paid to GRF.

2.11. Lessee is responsible for the planning, planting, and management of their own garden, including providing seeds, plants, soil amendments, perimeter 'bunny' fencing, and any tools. In case of a temporary absence, Lessee shall notify the RD in writing and a "garden angel" can be assigned to care for your garden with the approval of the RD. Only ARs may be appointed as a "garden angel."

2.12. Lessee may bring guests, including children, into the CG area, provided that the guests comply with the GRF Code of Conduct. Children must always be accompanied by an adult.

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

- 80 2.13. Neither Lessees nor their guests may enter other gardens or harvest produce
 81 without explicit written permission from that garden's Lessee. A copy of written
 82 permission must be kept on record in the RD office.
- 83 2.14. Lessees will keep clean and neat and weed free any common areas such as
 84 adjacent pathways. Lessee will promptly report any concerns about safety of
 85 the garden to the RD. The adjacent pathway along the wall bordering Nassau
 86 Drive and all walkways must always be kept clear of gardening tools and plant
 87 materials from the gardens.
- 88 2.15. Storage containers made of metal or wood are not permitted. Storage
 89 containers must be the type approved by the RD and the storage container and
 90 tools must be kept within the boundaries of the designated garden.
- 91 2.16. Fences may not exceed three (3) feet in height to avoid shading a neighbor's
 92 garden. Fences must be free standing, PVC pipe, or wood treated with or
 93 without non-toxic preservative, green metal stakes, and can include types of
 94 chicken wire. All fencing must be approved by the RD with a written scope of
 95 work to be included with the submitted application.
- 96 2.17. Structures to encourage vertical growing, including arbors, trellises, tree branch
 97 frames, and cages are only allowed during growing season if they are functional,
 98 orderly, safe, and do not conflict with CG standards.
- 99 2.18. GRF does not permit the construction or existence of permanent shelter
 100 structures within the individual's garden, including personal sheds, storage, or
 101 shade units.
- 102 2.19. One faucet is set up for up to four gardens for watering. The gardens that are
 103 assigned to that area have exclusive use of the water fixture.
- 104 2.20. Automatic sprinklers and soaker hoses are forbidden. Lessees must turn off
 105 water faucet or valve before leaving the garden and shall not leave watering
 106 unattended at any time. Water run-off is not permitted on roadways, walkways,
 107 sidewalks, or adjacent gardens.
- 108 2.21. Crushed rock or gravel is not permitted inside the gardens.
- 109 2.22. No wood treated with toxic wood preservative shall be used in any gardens.
- 110 2.23. No piles of wood, brick, pipes, hoses, or fencing shall be stored in gardens.
- 111 2.24. All items, such as hoses, tools, and containers shall be safely stored to avoid
 112 trips and falls.
- 113 2.25. The use of ""scrap"" materials, such as broken bricks or pavers, scraps of wood,
 114 metal, or plastic is not permitted.
- 115 2.26. Items not authorized must be disabled and removed from the garden by
 116 required compliance date.
- 117 2.27. All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a

(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

solid base underneath, and not exceed four (4) feet tall. Trees or shrubs cannot extend over walkways or exceed four (4) feet in height during any month of the year. Any existing tree, shrubs, or bush type fruit trees shall be removed when a lot is vacated, unless there is a lessee-to-lessee agreement approved by the RD.

2.28. No more than twenty-five percent 25% of garden may be planted with flowers. The remaining balance shall be used to plant produce.

2.29. The RD may order the forfeiture of a garden when any Lessee does not maintain their garden as described in these rules. Failure to plant at least seventy-five percent (75%) of a garden area for three (3) months shall be sufficient cause to forfeit the garden.

2.30. If a garden appears untended (overgrown weeds, unharvested), the Lessee will be issued a violation notice. If the violation is not remedied by the required compliance date of the third notice for the same violation, the RD may evict Lessee.

2.31. Lessees and their guests shall park in designated parking spaces only.

2.32. Dumpsters are available for the disposal of green waste and regular trash. See policy 26-5000-1, Dumpster Rules.

2.33. Gardens must be cleared of all vegetation and weeds before being vacated. Failure to clean garden for final inspection will result in loss of lease deposit and CG future privileges.

2.34. If the Lessee fails to comply with any terms of the lease within the allotted compliance time of the third notice for the same violation, the garden will be immediately forfeited with no refund of fees.

2.35. Lessees will not be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the CG or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.

1.2.2.36. The RD will designate each garden by posting a garden number on the corner of each garden, which will correspond to a like number on a drawing of the garden area.

1.3. ~~Lessee may not carry, use, or store firearms or weapons of any kind in the Mini Farm area.~~

~~1.4.~~ ~~Radios or music device are not allowed with headphones. If you would like to use your music devices, headphones are required.~~

~~1.5.~~ ~~Spaces may shall be leased on an annual basis or a for a maximum of six consecutive years. Upon the completion of the sixth year, Lessees must relinquish their garden plot. The Lessee can then be added to go back on the waiting list for another garden if they so desire.~~

~~1.6.~~ ~~Gardens Plots shall not be abandoned, traded, or given up to another AR GRF Member by the Lessee. If you choose to relinquish your space, you must notify the Recreation Department, and your~~

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

space will be reassigned to the next AR GRF Member on the waiting list. No refunds shall be issued for any monies paid to GRF.

~~1.7. Lessee is responsible for the planning and management of their own garden plots, including providing seeds, plants, amendments, perimeter 'bunny' fencing, and any tools. Garden Plots must be worked solely by the Lessee. Exception: In case of an injury or temporary illness, Lessee shall notify the GRF Recreation Department RD in writing and a "garden angel" can be assigned to care for your garden with the approval of the Recreation Department RD. Only ARs may be appointed as a "garden angel."~~

~~1.8. Lessee may bring a guests, including children, into the CG Mini Farm area, provided that the guests complies with the GRF Ccode of Cconduct. Children must always be accompanied by an adult.~~

~~1.9. GRF Members Neither Lessees nor and their gGuests may not enter other gardens plots or harvest produce without explicit written permission from that garden's plot's Lessee. A copy of written permission must be kept on record in the RD office.~~

~~1.10. Lessees will keep clean and neat and weed free any common areas, such as adjacent pathways. Lessee will promptly report any concerns about safety of the garden to the RDGRF 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 plotsgardens.~~

~~1.11. Storage containers made of metal or wood are not permitted; Sstorage containers must be the type approved by the RRecreation Committee and the storage container and tools must be kept within the boundaries of the designated garden plot.~~

~~1.12. Neither trellises nor Ffences may not exceed 7two (2) feet in height to avoid shading a neighbor's garden plot.~~

~~1.13. Structures to encourage vertical growing, including arbors, trellises, tree branch frames, and cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict with CG community standards.~~

~~1.14. GRF does not permit the construction or existence of permanent shelter structures within the individual's garden plots, including personal sheds, storage, or shade units.~~

~~1.15. One faucet is set up for up to four gardens plots for watering. The gardens plots that are assigned to that area have exclusive use of the water fixture.~~

~~1.16. Automatic sprinklers and soaker hoses are forbidden. Mini Farmers Lessees must turn off water faucet or valve before leaving the garden and plot. Mini Farmers shall not leave watering unattended at any time. Water run-off is not permitted on roadways, walkways, sidewalks, or adjacent gardens plots.~~

~~1.17. Crushed rock or gravel is not permitted inside the gardens plots. Any existing crushed rock or gravel must be removed from the plot upon vacating.~~

~~1.18. No wood treated with wood preservative shall be used in any gardens plot.~~

~~1.19. No piles of wood, brick, pipes, hoses, or fencing shall be stored in gardens plots.~~

~~All items, such as hoses, tools, and containers shall be safely stored to avoid trips and falls.~~

~~1.20. The use of "'scrap" materials, such as broken bricks or pavers, scraps of wood, metal, or plastic is not permitted.~~

~~1.21. Items not authorized must be disabled and removed from the garden plot by required compliance date.~~

~~All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a solid base underneath, and not exceed four (4)7 feet tall. Existing trees or shrubs cannot extend over walkways or exceed four (4)7 feet in height during any month of the year. Any existing tree, shrubs, or bush type fruit trees shall be removed cut down when a lot is vacated.~~

~~1.22. before being assigned to a new GRF Member. No more than twenty percent 20%10% of garden plot may be planted in flowers, the remaining balance shall be used to plant produce.~~

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

~~1.23. The RD Recreation Department may order the forfeiture of a garden plot when any Lessee Mini Farmer does not maintain their his/her garden plot as described in these rules. Failure to plant at least seventy five percent (75%) of a plot for three (3) months, shall be sufficient cause to forfeit the garden plot.~~

~~1.24. If a garden plot appears untended (overgrown weeds, unharvested), the Lessee you will be issued a violation notice. If the violation is not remedied by the required compliance date, of the third notice for the same violation, tThe RD GRF Recreation Department may evict Lessee upon three violations.~~

~~1.25. GRF Members Lessees and their guests shall park in designated parking spaces only.~~

~~1.26. 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. See policy 60-5000-1, Dumpster Rules.~~

~~1.27. Gardens Plots must be cleared of all vegetation and weeds before being vacated. vacating plot. Failure to clean plot garden for final inspection will result in loss of lease deposit and and CG Mini Farm future privileges.~~

~~If the Lessee Mini Farmer fails to comply with any terms of the lease within the allotted compliance time of the third notice for the same violation, then garden garden plot will be immediately forfeited with no refund of fees.~~

~~1.28. Lessees nor will not they be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the CG 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.~~

2.3. HOURS OF OPERATION

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

3.4. MAINTENANCE OF GARDENS PLOTS

~~4.1. 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 garden plot within forty-eight (48) hours.~~

~~3.1. 4.2. Remove all garden trash, spent plants, clippings, and leaves from the plot daily in the provided green waste bins. Gardens must always be maintained and kept free of debris.~~

~~3.2. 4.3. Keep all gardens plots, including the adjacent walkway areas to the north and east center of the garden adjacent pathways, free from all grass and weeds through out the year, whether or not the garden is planted or fallow.~~

RECREATION MEMBER SERVICES**Use of Community Facilities, Community Gardens Mini Farm – Rules**

- 245 **3.3.** **4.4.** Use care and caution while watering in order to keep from flooding
 246 neighboring gardens ~~plots~~ and pathways.
- 247 **3.4.** **4.5.** Use care when spraying or dusting for bugs, snails, and other garden pests.
 248 Lessees ~~Members~~ must make every effort to ensure there is no drifting of
 249 pesticides to adjoining gardens ~~plots~~. **GRF does not permit the use of Roundup**
 250 **on Trust property.** See Addendum A for approved pest control list.
- 251 **3.5.** **4.6.** Store only the garden material necessary ~~to~~for supporting, staking or
 252 containing the plantings, neatly within the perimeter of one's assigned garden
 253 area ~~plot~~. No plants or vines shall be allowed to grow past a fence or property line,
 254 over walkways or sidewalks. No exterior fence will be used as a trellis on which
 255 to grow plants or vines.
- 256 **3.6.** **4.7.** GRF is not liable for loss or damage to personal property, vandalism to the
 257 garden parcel, and/or destruction of crops due to disease, pests, rodents,
 258 gophers, inclement weather, or flooding from water run-off by hose/faucet
 259 whether coming from water lines inside or outside of gardens ~~plots~~.
- 260 **3.7.** **4.8.** All items stored within the garden area ~~plot~~ must be essential to gardening.
 261 Pesticides of any kind may not be stored at the CG ~~Mini Farm~~. Items such as
 262 wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner.
 263 Materials may not be stored ~~s~~ against ~~either~~ the garden ~~perimeter~~ fencing ~~of the~~
 264 plot or Mini Farm.
- 265 **3.8.** **4.9.** GRF is responsible for the maintenance and pest control of the common
 266 areas. Lessee is responsible for maintenance and pest control within their
 267 garden ~~plot~~.
- 268 **3.9.** **4.10.** Lessee is responsible for the cost, installation, and maintenance of
 269 fencing. RD ~~s~~ Staff must approve any fence or other structure prior to installation
 270 and follow GRF guidelines. Staff will provide written approval/permit for
 271 installation. This permit must be displayed at the garden ~~plot~~ for thirty (30) days.
 272 See Addendum B for approved fencing.

4.5. CORRECTIVE ACTION

274 **5.1.** The RD ~~Recreation Committee~~ may order the forfeiture of any garden ~~plot~~ when
 275 the Lessee ~~GRF Member~~ fails to comply with this set of ~~rules, or~~ rules, or any
 276 action in violation of the established Code of Conduct policy, 3013-5093-1.

5.2.

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 281 The RD ~~Recreation~~ (with Board approval) ~~Department~~ reserves the right to
 282 review and adjust the operating rules to accommodate the needs of the
 283 community at any time.

RECREATION MEMBER SERVICES



Use of Community Facilities, Community Gardens Mini Farm – Rules

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5.3.

The ~~R~~ ~~Recreation Department~~ also reserves the right to enter any garden ~~plot~~ at any time.

4.1. 5.4. The AR is entitled to request a hearing if they disagree with any disciplinary decision.

Document History

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|----------|-----------|----------|-----------|----------|-----------|
| Adopted: | 26 Nov 19 | Amended: | 28 Jan 20 | Amended: | 27 Oct 20 |
| Amended: | 24 Nov 20 | Amended: | 23 Dec 20 | | |

Keywords: Mini Farm Garden Plot
1.8 Acres

Addendum A

The following table includes, but is not limited to, substances that are recommended and those that are not.

| | Recommended | Not Recommended |
|--|---|--|
| <p style="text-align: center;">PEST AND DISEASE CONTROL</p> | <ul style="list-style-type: none"> - bacillus thuringiensis (Bt) - soap spray - Horticulture pepper/onion spray - sulfur - wood ashes - sour milk solution - lace wings - dormant oils - micro-cop or equivalent - diatomaceous earth (DE) - baking soda - borax, boric acid - sluggo - lady bugs - tanglefoot - marigolds - beneficial nematodes - netting - Pyrethrum* <p>* Pyrethrin: It is a naturally occurring insect-killing chemical taken from chrysanthemum flowers. In the flowers, these bug-killers exist as a mixture of six separate chemicals that together are called pyrethrum or pyrethrins. Pyrethrins (without piperonyl butoxide or other enhancers) are permitted for use on organically grown crops.</p> | <ul style="list-style-type: none"> - rotenone - pyrethrate - pyrethroids - nicotine - sulfate - malathion - diazinon - sevin - organophosphates - Roundup - Finale - Dursban - organ chlorides - chlorpyrifos |
| | <p style="text-align: center;">FERTILIZERS</p> | <p style="text-align: center;">Recommended</p> <ul style="list-style-type: none"> - cotton seed - kelp - compost - manure - blood, bone, horn, and hoof meals - liquid fish or seaweed - fertilizers classed as "organic" |



GRF RECREATION 2024 COMMUNITY GARDENS DISPOSITION PROCEDURE

The Recreation Department, in an effort to recognize and honor the commitments made to the participants in the previous Mini-Farms administration, has developed a procedure to prioritize access to the newly renovated Community Garden lots. The procedure will progress as stated in the following stages:

- 1) The Recreation Department will create a list of former lessees. The list will be purged of ineligible and disinterested applicants.
- 2) The Recreation Department will renew the former waitlist. Ineligible and disinterested applicants will be removed.
- 3) A Master List will be created by combining both lists, with former lessees as the priority.
- 4) The Master list will be used in the disposition of garden lots. The Recreation Department will issue garden lots sequentially, precluding the arbitration of preferences. Designated ADA accessible lots will be available first come, first served.
- 5) Upon the distribution of all the Garden Lots, the Master List and its residual applicants will evolve into the perennial waitlist. The Recreation Department will publicize a date to open enrollment on the waitlist for new applicants.



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: RESCIND 37-1487-1, RECREATIONAL VEHICLE LOT (RVL) – RULES & REGULATIONS

Background:

On its April 4, 2022 meeting, the Recreation Committee moved to rescind policy 70-1487-1, Recreational Vehicle Lot (RVL) – Rules & Regulations in order to adopt 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules & Regulations. Policy 70-1487-1B was adopted on August 23, 2022; however, 70-1487-1 was never sent to the GRF Board to be rescinded.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board rescind policy 70-1487-1, Recreational Vehicle Lot (RVL), Rules & Regulations.



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) Authorized Residents (A/R) in good standing, (Member/Owner, 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.
 - 1.6. Annual lease fees may increase at the time of renewal.
2. Except where otherwise defined and or approved by GRF policies, QRV will be define 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 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



Recreational Vehicle Lot (RVL) – Rules and Regulations

maximum horizontal projections

- 2.1.3. It is built on a single chassis
- 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy
- 2.2. A park trailer, as defined in Section 18009.3 (CHSC).
- 3. The following QRV's solely owned by an A/R and registered by the Department of Motor Vehicles (DMV) are eligible to be placed in a leased GRF RVL space. All vehicles **must be in operating condition**:
 - 3.1. Travel Trailers 13 to 40 feet in length
 - 3.2. Fifth wheel trailers 15 to 40 feet in length
 - 3.3. Folding camp trailers
 - 3.4. Class A recreational motor home, built on a truck chassis with a gasoline or diesel engine
 - 3.5. Class C recreational motor home, built on a modified van chassis and usually overhangs the cab
 - 3.6. Class B conversion van camper (may have a raised roof)
 - 3.7. Boats on trailers (personal watercraft i.e. jet skis, Sea Doos or similar vessels)
 - 3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six months (semi-annually)
 - 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection
- 4. The following described vehicles are **NOT** permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.
 - 4.1. RV of former GRF Members
 - 4.2. Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue)
 - 4.3. Non-commercially manufactured QRVs and trailers
 - 4.4. Commercial rental, or similar type, open or closed trailers



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 4.5. Any eligible (as described in Section 2) DMV registered RV, passenger or commercial vehicle converted into a storage unit
- 4.6. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacturer for recreation.
- 4.7. RV not currently registered with GRF Recreation Department
- 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.
 - 5.1. Vehicles must be moved out of the lot and inspected annually.
- 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 80-1937-1) and/or the Member may be subject



Recreational Vehicle Lot (RVL) – Rules and Regulations

- to 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 70-1487-1 and Fees and Fines for the 70-1487-2*, 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 70-1487-1 or 70-1487-2 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 70-1487-1, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 70-1487-1 and 70-1487-2 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 70-1487-1. or 70-1487-2 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 GRF BOD has established penalties for violations and has noted them on the fine

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- schedule in Policy 70-1487-2. Penalties may be greater for repeated violations within a three (3) year period.
17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station.
 18. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
 19. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF Member will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or tow of the QRV.
 20. The speed limit within the RVL is five (5) miles per hour.
 21. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
 22. Drivers must follow the natural angle of entry and departure to and from their space.
 23. Drivers shall not short the acute angle, nor cross lines or marked corners.
 24. No off road vehicles are to be driven in the lot at any time, but the GRF Member may load and unload them from their trailer.
 25. All vehicles stored in the RVL must be operational at all times. Operational is defined as “in use, in working order or ready to use.”
 26. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
 27. All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly placed on the vehicle.
 28. Members shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Members’ spaces or adjacent residences.
 29. All of the conditions of the Lease must be followed at all times.
 30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed. An exception may be granted at the discretion of the RD.
 31. No repairs of any kind shall take place at the charging station.
 32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No “For Sale” signs are to be posted on the QRV.
 33. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed.
 34. No pets are allowed in the RVL other than to transfer the pet from one vehicle to the

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- other.
35. The pedestrian gate must be locked immediately after passing through at all times.
 36. Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf carts.
 37. Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
 38. If the Lessee sells their vehicle, that space is not transferable. If the buyer is an A/R and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.
 39. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
 - 39.1. All trash is to be placed in trash containers
 - 39.2. No debris shall be tossed onto the ground
 - 39.3. No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires, anti-freeze and other vehicle fluids)
 - 39.4. Lessees should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.)
 - 39.5. Tarps and covers must not be frayed or torn or create an appearance of neglect
 40. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks.
 41. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the A/R.
 42. Damage caused to GRF property or another Lessee's property must be reported to the RVL Attendant immediately or in his/her absence to the Security Department, and liability will be assumed by the damaging party. Failure to do so may result in immediate accordance with the California DMV Code Section 20002.
 43. No unapproved work or maintenance shall be done to any vehicle while in the RVL, unless provided by Policy 70-1487-2.
 44. One vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield. No GRF Member visitor passes are allowed. A Lot use pass must be obtained from the RVL Attendant and posted on the dashboard of the vehicle during the A/R's trip.



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 45. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 70-1487-1 and Policy 70-1487-2.; 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 Lessee within thirty (30) days of notification, a second citation will be issued. If the Lessee 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

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| Adopted: | 27 Feb 18 | Amended: | 23 Jul 19 | Amended: | 23 Dec 20 |
| Amended: | 27 Jul 21 | | | | |

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|------------------|----|-------------------------|-----|-------|------------|
| Keywords: | RV | Recreational Vehicle | Lot | Rules | Recreation |
|------------------|----|-------------------------|-----|-------|------------|



Recreational Vehicle Lot (RVL) – Rules and Regulations

1. DEFINITIONS

- 1.1. A Recreational Vehicle (RV) is a motor vehicle or trailer for recreational dwelling purposes, or a vehicle designed and used to tow such (see Glossary for more specifics).
- 1.2. Recreational Vehicle means one or both of the following:
 - 1.2.1. A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, designed for recreational purposes, emergency, or other occupancy that meets all the following criteria:
 - 1.2.1.1. 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.
 - 1.2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.
 - 1.2.1.3. It is built on a single chassis.
 - 1.2.1.4. It is either a self-propelled, truck mounted, or permanently towable on the highways without a permit (e.g., a car caddy).
 - 1.2.2. A park trailer, as defined in Section 18009.3 (CHSC).
- 1.3. Qualified Recreational Vehicles (QRVs) are those that meet the Eligibility Requirements listed in 2. and are used primarily for the purpose for which they were designed.
- 1.4. Good standing means not more than 30 days delinquent on any assessment, and related charges, fees or fines as verified by the Stock Transfer and/or Finance Departments.
- 1.5. Lessee refers to those given an RVL lease by the Golden Rain Foundation Recreation Department (RD).
- 1.6. Operational is defined as “in use, in working order or ready to use.”

2. RVL GENERAL USE CONDITIONS

- 2.1. The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Authorized Residents (ARs) in good standing (Member/Owners (M/Os), Co-occupant, Qualified Permanent Residents (QPRs), and Mutual Renter/Lessees [R/Ls]) per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies.

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 2.2. The RD has 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 regarding the RVL, call the RVL Attendant at (562) 431-6586 ext. 373, or email to rvlot@lwsb.com.
- 2.3. All vehicles stored in the RVL must be operational at all times. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
- 2.4. All QRVs in a leased space in the RVL must have a valid GRF RVL decal clearly placed on the vehicle.
- 2.5. Lessees and visitors shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Lessees' spaces or adjacent residences.
- 2.6. Lessees must follow all rules, and they are subject to any consequences for failure to do so.
- 2.7. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time these versions of Rule 70-1487-1B and Rule 70-1487-2 are adopted, are superseded, and canceled.

3. ELIGIBILITY QUALIFICATIONS

- 3.1. The RV ownership must include the AR seeking a lease and be registered with the Department of Motor Vehicles (DMV) and the RD.
- 3.2. It must be in operating condition.
- 3.3. It must fall into one of the following categories.
 - 3.3.1. A Class A recreational motor home, built on a truck chassis.
 - 3.3.2. A Class B conversion van camper (may have a raised roof).
 - 3.3.3. A Class C recreational motor home, built on a modified van chassis.
 - 3.3.4. A Travel Trailers between 13 and 40 feet in length.
 - 3.3.5. A Fifth wheel between 15 and 40 feet in length.
 - 3.3.6. A folding camp trailer.
 - 3.3.7. A boat or personal watercraft (e.g., jet skis, or similar vessels) on a trailer.
 - 3.3.8. A box or horse trailer used solely for recreational purposes.
- 3.4. The following are NOT eligible and may be towed away, at the Lessee's expense.
 - 3.4.1. Flat-bed trailers of dimensions greater than 7 feet wide or 20 feet long (including the tongue).

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 3.4.2. Non-commercially manufactured QRVs and trailers.
- 3.4.3. Commercial rental, or similar type, open or closed trailers.
- 3.4.4. QRVs belonging to former ARs.
- 3.4.5. Any eligible DMV registered RV, passenger or commercial vehicle converted into a storage unit.
- 3.4.6. Any trailer used to transport cargo that was not intended by the manufacturer for recreation.

4. LEASES, PENALTIES AND FEES

- 4.1. Leases are for one (1) year. Annual lease fees may increase at the time of renewal. Annual billing will be sent to every lessee in the RVL prior to June 1st.
 - 4.1.1. A prorated refund will be given if the lease is cancelled by GRF during the lease period.
 - 4.1.2. If Lessee cancels the lease prior to expiration, a prorated refund will be given.
- 4.2. The following information must be provided along with a new application and also within 30 days of a QRV registration renewal.
 - 4.2.1. A valid government-issued driver's license.
 - 4.2.2. Proof of appropriate liability insurance with the prospective Lessee's name as the primary or secondary insured.
 - 4.2.3. Vehicle registration papers with the prospective Lessee's name as an owner.
 - 4.2.4. The prospective Lessee's current GRF identification card.
 - 4.2.5. Current emergency contact information.
- 4.3. Any changes in the QRV ownership, Lessee address, mailing address, insurance, phone number, emergency contact or QRV license plate number must be reported to the RD within seven (7) days of the change. Written notification shall be placed in the RVL drop box; or mailed or delivered by hand to: Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740. The RD will acknowledge receipt of the documents in writing.
- 4.4. Non-compliance with 4.2 or 4.3 will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.
- 4.5. Spaces are NOT transferrable. If a Lessee sells their vehicle, that space is not transferable. If the buyer is an A/R and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 4.6. If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
- 4.7. If a M/O has leased a space in the RVL and subsequently rents their apartment, the M/O forfeits the right to retain their space. They must notify the RD and remove their vehicle immediately.
- 4.8. If a R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of the R/L's tenancy in the M/O's unit.
- 4.9. The GRF BOD has authorized the Policy/Parking Review Violation (PRV) Panel to review all citations specific to the RVL, Rule 70-1487-1B, and has authorized the RD to strictly enforce the GRF RVL Rule 70-1487-1B and schedule of fees/fines (70-1487-2). Penalties may be greater for repeated violations within a three (3) year period.
- 4.10. 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 lease cancellation.
- 4.11. If an issued citation has not been addressed/corrected by the Lessee within thirty (30) days of notification, a second citation will be issued. If the Lessee 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.
- 4.12. The GRF BOD has authorized the RD to tow from the RVL or remove vehicles or property in violation of this policy, at the Lessee's expense (see Rule 80-1937-1 Section 7 Towing).
- 4.13. Any exceptions to Rule 70-1487-1B. or 70-1487-2 require the written approval of the GRF BOD. Violation citation records shall be kept for three (3) years.
- 4.14. 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 Rule 30-5093-1, Shareholder Code of Conduct).
- 4.15. A current copy of the Recreational Vehicle Lot (RVL) Rules and Regulations 70-1487-1B and Fees and Fines for the 70-1487-2, will be issued to the responsible party of the leased space at the time of application. The RD will notify Lessees when Rule 70-1487-1B or 70-1487-2 are revised by the GRF.

5. SPACE AND LOT RULES AND REGULATIONS

- 5.1. QRVs must be driven or towed out of the RVL by the Lessee and inspected by the RD annually.
- 5.2. All QRVs are subject to random inspections.



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 5.3.** The RD may request a QRV be moved as required for maintenance of the RVL. If, after a ten (10) day notice has been issued, 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 Lessee.
- 5.4.** Spaces in the RVL will be assigned by the RD on a first come, first served basis, one vehicle per space, at its sole discretion.
 - 5.4.1.** A maximum of two spaces per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle. Space assignments are subject to change upon notification.
 - 5.4.2.** A QRV shall only be parked within the footprint of the assigned space. A car caddy may be parked with a motorhome if space allows. A QRV not parked in its assigned space will be subject to tow at the Lessee's expense (See Policy 80-1937-1) and/or the Member may be subject to disciplinary action.
 - 5.4.3.** One vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield. No GRF visitor passes are allowed.
- 5.5.** No structures of any kind may be erected on the leased space (e.g., tents, portable garages, sheds, 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.
- 5.6.** If a QRV is occupied (lived in) while it is parked in the RVL, the responsible Lessee will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or result in a tow of the QRV.
- 5.7.** It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
- 5.8. Driving and Parking Rules.**
 - 5.8.1.** The speed limit within the RVL is five (5) miles per hour.
 - 5.8.2.** Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
 - 5.8.3.** Drivers must follow the natural angle of entry and departure to and from their space.
 - 5.8.4.** Drivers shall not short the acute angle, nor cross lines or marked corners.
 - 5.8.5.** No off-road vehicles are to be driven in the lot at any time, but the Lessee may load and unload them from their trailer.

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 5.8.6.** Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf carts.
- 5.8.7.** All QRVs will need to be driven or towed off the lot by the Lessees.
- 5.9.** The pedestrian gates must always be locked immediately after passing through.
- 5.10.** No pets are allowed in the RVL other than to transfer the pet from one vehicle to the other.
- 5.11.** The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed. Exceptions may be granted at the discretion of the RD.
- 5.12.** QRV slide outs may not be extended except when using the charging station.
- 5.13.** Unless approved in writing by the RD, no work or maintenance shall be done to any vehicle while in the RVL. No repairs shall take place at the charging station.
- 5.14.** It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks.
- 5.15.** Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied space or area. Abandoned materials may be discarded by the GRF RVL Staff, without notice.
- 5.16.** Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
 - 5.16.1.** All trash is to be placed in trash containers.
 - 5.16.2.** No debris shall be tossed onto the ground.
- 5.17.** No hazardous materials are to be disposed of in the RVL (e.g., batteries, tires, anti-freeze, or other vehicle fluids).
- 5.18.** Lessees should be conscious of standing water and make every effort to avoid this (e.g., drain plug pulled, covers taut, etc.)
- 5.19.** Tarps and covers must not be frayed or torn or create an appearance of neglect.
- 5.20.** Lot Access.
 - 5.20.1.** The RVL access shall only be granted to those ARs having a RVL lease. A maximum of two keys and two remotes per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon an AR signing a lease for a space. The AR will be the only one issued a key and remote for access to the RVL. A lessee may not give or loan their key or remote to anyone.



Recreational Vehicle Lot (RVL) – Rules and Regulations

- 5.20.2.** The RD will charge a deposit for the key and remote. This fee is refundable upon key and remote return to the RD. 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.
- 5.20.3.** No one without a QRV in the RVL shall have a remote or key. Anyone else using a remote or key 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.
- 5.20.4.** A non-resident will not be allowed entry into the RVL without the Lessee being present. The Lessee must remain with the guest during the duration of their time in the RVL. The Lessee is responsible for their guests at all times. Non-residents are not permitted to drive in the RVL.
- 5.20.5.** Letters authorizing entry to the RVL will not be allowed.
- 5.21.** Damage caused to GRF property or another Lessee’s property must be reported to the RVL Attendant immediately or in his/her absence to the Security Department, and liability will be assumed by the damaging party. Failure to do so may result in penalties in accordance with the California DMV Code Section 20002.
- 5.22. Sales**
 - 5.22.1.** Any QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No “For Sale” signs are to be posted on the QRV.
 - 5.22.2.** Anyone selling a QRV that belongs to another person can have their RVL privileges suspended or revoked, their lease canceled and/or the QRV towed.

6. SAFETY AND GENERAL MAINTENANCE

Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

6.1. Safety Issue Items:

6.1.1. Replace headlights, marker lights, taillights

6.1.2. Replace broken mirrors

6.1.3. Replace wiper blades

6.1.4. Replace cracked or broken windows

6.1.5. Repair or replace flat or damaged tires as approved by the RV Lot staff

6.1.6. Replace broken bay door latches/locks

6.1.7. Contain and mitigate any key fluid leaks



Recreational Vehicle Lot (RVL) – Rules and Regulations

6.1.8. Repair or replace damaged roof access ladders

6.1.9. Repair or replace surge brakes on trailers

6.1.10. Please check with the Recreation Department Head (RDH) for any additional safety issues not listed.

6.2. General Maintenance Items:

6.2.1. Service or change out batteries that are easily accessible

6.2.2. Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)

6.2.3. Inspect and fill up of all fluids (usually performed before and after a road trip)

6.2.4. Change out or clean air filters only

6.2.5. Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)

6.2.6. Replace broken or missing antennas

6.2.7. Repair or replace power jack on trailers

6.2.8. Repair or replace power cords

Document History

Adopted: 23 Aug 22

Keywords: RV Recreational Maintenance
 Vehicle



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, if different

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

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/Owner [M/O], Co-occupant, Qualified Permanent Resident, or 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 a M/O subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department (RD) and remove their vehicle immediately.
- d. If an R/L has leased a space in the Recreational Vehicle Lot (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.

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – RV LOT

- 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.

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 ___ and ending,_____.

4. LEASE AMOUNT, TAXES, EXPENSES

- a. LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, see 70-1487-2 for lease fees.

- 20 foot or less space:
- 21 foot to 30-foot space:
- 31 foot and above:

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 each original deposit shall stand.

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GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – RV LOT

- 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).
- 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 or co-owned by an Authorized Resident 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

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

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 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.
- xv. Change of ownership on any vehicle does not guarantee a space on 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.

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – RV LOT

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.

- 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 or 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.

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – RV LOT

8. UTILITIES AND SERVICES

- a. LESSOR 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.
- 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.

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

- 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.
- 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.

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(Apr 22)



LEASE AGREEMENT – RV LOT

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.
 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.

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(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – RV LOT

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.

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)

(Apr 22)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – RV LOT

GOLDEN RAIN FOUNDATION

RV LOT - LESSEE

President (Signature)

Shareholder (Signature)

Print

Print

Date

Date

P.O. Box 2069
Seal Beach, CA. 90740

Mailing Address

Attachments:

1. **70-1487-1B Recreational Vehicle Lot (RVL)- Rules and Regulations**
2. **70-1487.02-1 Recreational Vehicle Lot (RVL)- Vehicle Maintenance**
3. **70-1487-2 Recreation Vehicle Lot (RVL)- Schedule of Fees and Monetary Fines**

Document History

Reviewed: 23 Dec 20 Amended: 26 Apr 22

Keywords: Lease Agreement RV Lot Recreation

_____ (Initial here)

(Apr 22)



FINANCERECREATION

LEASE AGREEMENT – RV LOT

1
2 This Lease Agreement is made, between Golden Rain Foundation, a California Corporation
3 (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740,
4 and:

5
6 NAME: _____
7 ADDRESS: _____
8 Seal Beach, Ca. 90740 (hereinafter referred to as "LESSEE")
9

10 Mailing address, if different
11 NAME: _____
12 ADDRESS: _____
13 CITY, STATE, ZIP: _____
14

15 1. OPENING CLAUSES

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

- 17 a. GRF is the owner (In Trust) of the premises which consists generally of a
18 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal
19 Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the
20 County of Orange, State of California. LESSEE is willing to lease ~~(S~~space
21 _____ on these premises from GRF pursuant to the provisions stated in
22 this Lease.
23
- 24 b. The LESSEE (Member/Owner [M/O], Co-occupant, Qualified Permanent
25 Resident, and-or Renter/Lessee [R/L]) wishes to lease the above portion of
26 the premises for purposes of storing recreational vehicles, trailers and other
27 vehicles.
28
- 29 c. If ~~the a Member/Owner (M/O)~~ subsequently rents their apartment, the M/O
30 forfeits the right to retain their space and must notify the Recreation
31 Department (RD) and remove their vehicle immediately.
32
- 33 d. If an the R/L has leased a space in the Recreational Vehicle Lot (RVL), the
34 lease shall be terminated immediately upon termination of their tenancy in
35 the M/O's unit.
36
- 37 e. The M/O is ultimately responsible for the behavior and actions of their R/L
38 and will be held responsible for any fees, fines or disciplinary consequences
39 incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.
40
41
42

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LEASE AGREEMENT – RV LOT

43 f. GRF and the LESSEE have examined the premises and are fully informed of
44 its condition. LESSEE represents that, at the time of this Lease, the premises
45 are in good order, repair, and in a safe and clean condition.
46
47

48 2. PREMISES

49
50 GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at
51 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17
52 as recorded with the County of Orange, State of California.
53

54 3. TERM

55
56 The term of this Lease shall commence on June 01, 20212 and ending May 31,
57 20223.
58

59 4. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

60
61 a. LESSEE shall pay to GRF a minimum annual payment, without deductions,
62 set off, prior notice or demand, ~~the sum of: [check one]~~ see 70-1487-2 for
63 lease fees.
64

- 65 20 foot or less space: ~~\$204.00 a year~~
- 66 21 foot to 30-foot space: ~~\$240.00 a year~~
- 67 31 foot and above: ~~\$348.00 a year~~

68
69 The first year’s payment is payable ten (10) days after the contract is signed by both
70 parties and the LESSEE is invoiced. For each subsequent year, annual lease payment
71 is due on June 1st with a 10-day grace period. After the 10th day, the account is
72 considered delinquent and is subject to a late charge of 1% for each month the account
73 is delinquent. In addition to late fees, for each check that a bank returns for any reason,
74 the Lessee must pay \$25.00.
75

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

- 77
78 i. Each LESSEE shall receive one (1) lot access clicker and one (1) gate
79 key for a \$50 deposit.
- 80 ii. Upon end of term of lease and/or cancelation of the lease by the
81 LESSEE, upon returning the clicker and key to GRF, LESSEE shall
82 receive a refund within ten (10) days of the Deposit.
- 83 iii. Additional clicker and key (one allowed) will be provided for an additional
84 \$50 deposit.

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LEASE AGREEMENT – RV LOT

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- iv. Lost or damaged clickers or keys will be replaced for \$25 each; 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).
- 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 or co-owned by an Authorized Resident 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

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LEASE AGREEMENT – RV LOT

- 128 insurance carrier stating that the rate increase was caused solely by an
- 129 activity of LESSEE on the premises as permitted in this Lease, whichever
- 130 date is later, the sum equal to the difference between the original premium
- 131 and the increase in the premium.
- 132 iii. LESSEE shall comply with all of the applicable GRF policies and rules
- 133 concerning the premises and LESSEE's use of the premises, including
- 134 with limitation, the obligation at LESSEE's cost to alter, maintain or restore
- 135 the premises in compliance and conformity with all laws relating to the
- 136 condition, use, or occupancy of the premises during the term.
- 137 iv. In case GRF receives a mandate from the Environmental Protection
- 138 Agency, or any city, state, or federal agency regarding soil contamination
- 139 and/or handling or processing of hazardous materials/waste, the parties
- 140 hereby agree to amend any and all terms of this Lease Agreement without
- 141 any cancellation notice required.
- 142 v. LESSEE shall not use the premises in any manner that will constitute
- 143 waste, nuisance, or unreasonable annoyance to owners or occupants of
- 144 adjacent property.
- 145 vi. Security will provide stickers, which must be clearly posted on all vehicles
- 146 parked on the premises. All vehicles owners must show proof of a valid
- 147 GRF ID card, valid driver's license, liability insurance and vehicle
- 148 registration (in GRF Member's name) to be eligible to lease a space in the
- 149 lot.
- 150 vii. LESSEE is required to keep the area surrounding the premises clean and
- 151 free of clutter and debris at all times.
- 152 viii. No hazardous materials are to be disposed of in the RV Storage Lot or
- 153 anywhere on the premises.
- 154 ix. LESSEE is not permitted to conduct any commercial enterprise on the
- 155 premises.
- 156 x. One (1) space can be assigned to any LWSB address. **A second space**
- 157 **may be leased if space**
- 158 xi. LESSEE shall not allow any vehicles to be washed on the premises,
- 159 except in the GRF wash facility.
- 160 xii. RV's and all stored vehicles must be driven or towed out of the storage lot
- 161 at least once a year.
- 162 xiii. No living, overnight sleeping, or cooking in the premises is permitted at
- 163 any time.
- 164 xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall
- 165 have 30 days to repair, fix or remove vehicle in need of repair, ~~from~~
- 166 ~~portions of the leased premises.~~
- 167 ~~xv. The premises are to be used for storage (see 1 (b)).~~

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LEASE AGREEMENT – RV LOT

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~~xvi.~~xv. Change of ownership on any vehicle does not guarantee a space ~~in~~on 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.

- 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 ~~or~~f 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.

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LEASE AGREEMENT – RV LOT

209 The bond shall meet the requirements of Civil Code Section 3143 shall provide for the
210 payment of any sum that the claimant may recover on the claim, together with costs of
211 suit, if it recovers in the action.
212

213 8. UTILITIES AND SERVICES

- 214
- 215 a. LESSOREE shall make all arrangements for and pay for all utilities and
- 216 services furnished to or used by LESSEE, including without limitation, sewer
- 217 and telephone service, except for those utilities and services GRF is to furnish
- 218 to the premises as set forth in the following paragraph.
- 219 b. GRF shall furnish electricity, water and trash service for the premises.
- 220 c. GRF shall not be liable for failure to furnish water to the premises when the
- 221 failure results from causes beyond GRF's reasonable control, but in case of
- 222 the failure, GRF will take all reasonable steps to restore the interrupted water
- 223 services.
- 224

225 9. INDEMNITY AND EXCULPATION, INSURANCE

- 226
- 227 a. GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S
- 228 property from any cause. LESSEE waives all claims against GRF for damage
- 229 to person or property arising for any reason, except that GRF shall be liable
- 230 to LEESSE for damage resulting from the negligent acts or omissions of GRF
- 231 or its authorized representatives.
- 232
- 233 b. LESSEE shall indemnify, defend, and hold GRF and its agents, authorized
- 234 representative, directors, officers and employees harmless from all claims,
- 235 damages, lawsuits, debts and reasonable attorney fees and costs arising out
- 236 of any such damage.
- 237
- 238 c. LESSEE shall pay the premiums for maintaining any insurance required by
- 239 this Lease.
- 240

241 10. ASSIGNMENT

- 242
- 243 a. LESSEE shall not voluntarily assign or encumber its interest in this Lease or
- 244 in the premises, or sublease all or part of the premises, or allow any person
- 245 or entity to occupy or use all or any part of the premises. Any assignment,
- 246 encumbrance, or sublease with GRF's consent shall be voidable and, at
- 247 GRF's election, shall constitute a default. No consent to any assignment,
- 248 encumbrance, or sublease shall constitute a further waiver of the provisions
- 249 of this paragraph.
- 250
- 251 b. No interest of LESSEE in this Lease shall be assignable by operation of law.
- 252 Each of the following acts shall be considered an involuntary assignment:

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LEASE AGREEMENT – RV LOT

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- 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.
- 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:

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LEASE AGREEMENT – RV LOT

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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.
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.

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LEASE AGREEMENT – RV LOT

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- 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.

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.

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LEASE AGREEMENT – RV LOT

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GOLDEN RAIN FOUNDATION

RV LOT - LESSEE

President (Signature)

Shareholder (Signature)

Print

Print

Date

Date

P.O. Box 2069
Seal Beach, CA. 90740

Mailing Address

Attachments:

- ~~1. LESSEE Bylaws~~
- 1. 70-1487-1A Recreational Vehicle Lot (RVL)- Rules and Regulations
- 2. 70-1487-1B Recreational Vehicle Lot (RVL)- Vehicle Maintenance
- 3. 70-1487-2 Recreation Vehicle Lot (RVL)- Schedule of Fees and Monetary Fines
- ~~2. LESSEE Resolution~~

Document History

Reviewed: 23 Dec 20

Keywords: Lease Agreement RV Lot Recreation

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(Dec 20)



COMMITTEE ACTION REQUEST

DATE: MEMBER SERVICES COMMITTEE
TO: MARCH 12, 2024
FROM: ADMINISTRATION
ACTION: RESCIND 37-1487.02-1, RECREATIONAL VEHICLE LOT (RVL) – VEHICLE MAINTENANCE

Background:

On February 27, 2018, the GRF Board of Directors moved to adopt policy 37-1487-.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance. This policy was last amended on April 26, 2022 with minor changes to include the addition on 1.10.

In an effort to facilitate the retrieval of Recreational Vehicle Lot policies for residents, Administration is recommending policy 37-1487.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance, be rescinded and its contents be placed in policy 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and Regulations.

Fiscal Impact:

No fiscal impact predicted.

Recommendation:

I move to recommend the GRF Board rescind policy 37-1429.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance.

Recreational Vehicle Lot (RVL) – Vehicle Maintenance



Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

1. SAFETY ISSUE ITEMS:

- 1.1. Replace headlights, marker lights, taillights
- 1.2. Replace broken mirrors
- 1.3. Replace wiper blades
- 1.4. Replace cracked or broken Windows
- 1.5. Repair or replace flat or damaged tires, as approved by the RV Lot staff
- 1.6. Replace broken bay door latches/locks
- 1.7. Contain and mitigate any key fluid leaks
- 1.8. Repair or replace damaged roof access ladders
- 1.9. Repair or replace surge brakes on trailers
- 1.10. Please check with the Recreation Department Head (RDH) for any additional safety issues not listed.

2. GENERAL MAINTENANCE ITEMS:

- 2.1. Service or change out batteries that are easily accessible
- 2.2. Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)
- 2.3. Inspect and fill up of all fluids (usually performed before and after a road trip)
- 2.4. Change out or clean air filters only
- 2.5. Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)
- 2.6. Replace broken or missing antennas
- 2.7. Repair or replace power jack on trailers
- 2.8. Repair or replace power cords

Document History

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| Adopted: | 27 Feb 18 | Amended: | 23 Jul 19 | Amended: | 26 Apr 22 |
|----------|-----------|----------|-----------|----------|-----------|

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|------------------|----|----------------------|-------------|-------|------------|
| Keywords: | RV | Recreational Vehicle | Maintenance | Rules | Recreation |
|------------------|----|----------------------|-------------|-------|------------|



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: AMEND 37-1429.01-1, GOLF COURSE REGULATIONS

Background:

Policy 37-1429.01-1, Golf Course Regulations, was last amended on March 22, 2022 by the GRF Board. In an effort to consolidate rules to facilitate resident search, Administration recommends policy 37-1429.02-1, Golf Course Rules, be combined with policy 37-1429.01-1, renaming the policy 37-1429-1, Golf Course Rules and Regulations.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board approve the changes to policy 37-1429.01-1, Golf Course Regulations, renaming it 37-1429-1, Golf Course Rules and Regulations.

Golf Course Rules & Regulations

All residents pay for the upkeep and maintenance of the golf course and, except for tournaments, have equal rights to play without discrimination, whether or not they are members of a golf club.

1. RULES

The Following rules will be posted and are to be observed by all players:

- 1.1. The golf course is for Authorized Residents (AR) only. No visitors are permitted.
- 1.2. Each person playing golf must have his/her own clubs.
- 1.3. All players must come to the starters' window and register for each round of golf.
- 1.4. Practice, prior to the opening of the golf course in the morning, shall be confined to the designated greens adjacent to the Golden Rain Road. Players are not to practice when the practice greens are closed for ground maintenance, during rain, when frost is on the ground, or at any other time when such practice will be injurious to the turf.
- 1.5. Players must use a tee in the teeing area.
- 1.6. Players must repair all ball marks on the greens and replace divots.
- 1.7. Players may not play more than one (1) ball.
- 1.8. Practice pitching to any playing green is not permitted. This includes the practice of putting green, except as provided in Rule 4 above.
- 1.9. Slower players must permit faster players to play through.
- 1.10. Retrieving golf balls from the lake is not permitted.
- 1.11. The golf course starters have full control of play on the course at all times.
- 1.12. Golf-style athletic shoes must be worn on the golf course at all times.
- 1.13. Players may not wear metal-spiked golf shoes on the golf course and greens.
- 1.14. No dogs are allowed on the golf course.
- 1.15. AR motorized carts of any kind are not allowed on the golf course.
- 1.16. ARs not playing shall not cross the golf course.

4.2. TOURNAMENTS

- 4.1.2.1. All tournaments scheduled for each calendar year shall be submitted to the Recreation Department Head (RDH) for approval at least one (1) month prior to the beginning of the calendar year.
- 4.2.2.2. Any deviation from established and approved schedules shall be submitted to the RDH for approval sixty (60) days prior to the proposed change of date. Should an unscheduled special event be desired, this shall also be submitted to the RDH for approval sixty (60) days prior to the date of the event.
- 4.3.2.3. The men's golf club shall be limited to one (1) tournament per calendar month, to be played on the 2nd Wednesday of the month.
- 4.4.2.4. Guys and Dolls tournaments shall be limited to one (1) per calendar month, to be

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GOLDEN RAIN FOUNDATION Seal Beach, California

Golf Course Rules & Regulations



played on the 3rd Wednesday of the month.

1.5.2.5. The ladies' golf club shall be limited to one (1) tournament per week, to be played each Tuesday.

1.6.2.6. Starting time for all tournaments will be 7:30 a.m. Tournaments with a "shotgun start" shall be afforded a starting time to accommodate a luncheon or dinner activity as part of the tournament.

1.7.2.7. Once a tournament has started, the golf course will be turned over to the tournament players and will remain in their possession until all tournament players have started their second round, if needed.

1.8.2.8. When the golf course is closed for repairs, rain, etc., tournaments will be cancelled and may not be shifted to another day of the week or month involved.

2.3. Job assignments of the starters and other employees are the prerogative of the RDH. Employees are not to be asked to perform other duties without the written approval of the RDH. Collecting dues, writing receipts, and/or other duties for clubs are not allowed.

3.4. Pre-practice, prior to the opening of the golf course in the morning, shall be confined to the area adjacent to Golden Rain Road. Players are not permitted to practice chip shots onto the greens at any time. Players are not to practice during rain, when frost is on the ground, or at any other time when such practice will be injurious to the turf.

4.5. The golf course will be open at 7:30 a.m. Closing time will be determined administratively.

Document History

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| Adopted: | 20 May 69 | Amended: | 21 Dec 76 | Amended: | 16 May 78 |
| Amended: | 18 Apr 80 | Amended: | 18 Oct 83 | Amended: | 18 Jul 89 |
| Amended: | 20 Oct 92 | Amended: | 17 Nov 98 | Amended: | 15 Dec 98 |
| Amended: | 08 Feb 17 | Amended: | 02 May 18 | Amended: | 03 Jul 18 |
| Amended: | 23 Jul 19 | Amended: | 22 Mar 22 | | |

Keywords: Golf Course Tournament Hours Recreation



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: RESCIND 37-1429.02-1, GOLF COURSE RULES

Background:

Policy 37-1429.02-1, Golf Course Rules, was last amended on December 21, 2021 by the GRF Board. Administration recommends this policy be rescinded and its contents be placed in policy 37-1429.01-1, Golf Course Regulations, in order to facilitate the search of golf course rules for residents.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board rescind policy 37-1429.02-1, Golf Course Rules.



Golf Course Rules

The following rules will be posted and are to be observed by all players:

1. The golf course is for Authorized Residents (AR) only. No visitors are permitted.
2. Each person playing golf must have his/her own clubs.
3. All players must come to the starters' window and register for each round of golf.
4. Practice, prior to the opening of the golf course in the morning, shall be confined to the designated greens adjacent to the Golden Rain Road. Players are not to practice when the practice greens are closed for ground maintenance, during rain, when frost is on the ground, or at any other time when such practice will be injurious to the turf.
5. Players must use a tee in the teeing area.
6. Players must repair all ball marks on the greens and replace divots.
7. Players may not play more than one ball.
8. Practice pitching to any playing green is not permitted. This includes the practice of putting green, except as provided in Rule 4 above.
9. Slow players must permit faster players to play through.
10. Retrieving golf balls from the lake is not permitted.
11. The golf course starters have full control of play on the course at all times.
12. Golf-style athletic shoes must be worn on the golf course at all times.
13. Players may not wear metal-spiked golf shoes on the golf course and greens.
14. No dogs are allowed on the golf course.
15. AR motorized carts of any kind are not allowed on the golf course.
16. ARs not playing shall not cross the golf course.



Golf Course Rules

Document History

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|-----------|-----------|-----------|-----------|-----------|-----------|
| Adopted: | 18 Jul 89 | Amended: | 19 Oct 93 | Amended: | 21 Oct 97 |
| Amended: | 19 Apr 05 | Reviewed: | 08 Feb 17 | Reviewed: | 03 May 18 |
| Reviewed: | 03 Jul 18 | Amended: | 23 Jul 19 | Amended: | 23 Feb 21 |
| Amended: | 21 Dec 21 | | | | |

Keywords: Golf Course Rules Recreation



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: AMEND 70-1406-1, LIMITATION ON USE OF TRUST PROPERTY – RULES.

Background:

Policy 70-1406-1, Limitation on Use of Trust Property, was last amended on October 26, 2021. Per the Member Services Committee Charter, “every two years, the Committee will review the rules/policies under its purview.”

Administration has recommended the attached changes to include minor grammatical edits, policy number updates, and other minor changes.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend policy 70-1406-1, Limitations on Use of Trust Property – Rules, updating its name to 37-1406-1, Limitations on Use of Trust Property.

Limitations on Use of Trust Property – Rules



Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The Recreation Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.

1. THE FOLLOWING TRUST FACILITIES ARE PROVIDED ONLY FOR THE USE OF GRF AUTHORIZED RESIDENTS (ARs) IN GOOD STANDING:

- 1.1. Car wash;
1.2. Fitness Center (Policy 70-1466-1);
1.3. Golf course (Policy 7037-1429.01-1 & 7037-1429.02-1);
1.4. Lapidary room/art room/ceramics room
1.5. Aquatic Center (Policy 7037-1468-1);
1.6. Woodshops;
1.7. Multi-use Court;
1.8. Bocce Ball Court;
1.9. Library/
1.10. Knowledge and Learning Center;
1.11. RV Lot/1.8 Acres;
1.12. Golf hitting cage.

All other Trust facilities are provided for the use of GRF ARs in good standing and their guests who are at least eighteen (18) years old, except for private functions, and twelve (12) years old for use of table tennis. ARs must be present at all times when guests are using these facilities.

Caregivers may assist ARs who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the RD.

2. DUE TO SAFETY FACTORS, THE FOLLOWING LIMITATIONS MUST BE ADHERED TO:

- 2.1. Power equipment, such as the equipment used in the Lapidary Room, Woodshop, or Fitness Center, shall not be used except under the supervision of a RD approved attendant or supervisor;
2.2. Football, baseball, soccer, hockey, and other contact sports may not be played on GRF Trust property;
2.3. Risers may not be used for any activity; and
2.4. Use of skateboards, razor-type scooters, roller skates, hoverboards, Segways, roller blades or radio-controlled devices are prohibited on all Trust property.

Limitations on Use of Trust Property – Rules



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3. **THE FOLLOWING LIMITATIONS MUST BE ADHERED TO FOR CRAFT FAIRS, FLEA MARKETS, RUMMAGE SALES, AND SWAP MEETS EXCLUDING THE GRF ARTS AND CRAFTS FESTIVAL: (POLICY 70-1480-1)**

- 3.1. Activities listed above will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
- 3.2. The maximum number of tables allowed shall be approved by the RD;
- 3.3. All items for sale must be sold by GRF ARs; and
- 3.4. Operations will be monitored by the RD to ensure that all rules are followed.

4. **QUALIFYING GRF CLUBS/ORGANIZATIONS MAY RESERVE CLUBHOUSE SPACE FOR THE PURPOSE OF CONDUCTING BINGO GAMES UNDER THE FOLLOWING CONDITIONS:**

- 4.1. The Club or Organization must be exempted from the payment of the bank and corporation tax pursuant to California Penal Code Section 326.5;
- 4.2. All receipts from bingo games must be used for charitable purposes; Specifically, all profits from the game must be used to directly benefit shareholder/GRF ARs, in consideration of which the profits may be donated to various Leisure World charitable organizations;
- 4.3. GRF and specifically the RecreationMember Services Committee reserves the right to determine what organizations may be recipients of the profits in the case of a dispute;
- 4.4. No Club or Organization will be permitted to conduct bingo games more than twelve (12) hours per calendar month.

5. **CLUBHOUSE RULES**

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

- 5.1. Clubhouse lobbies will be available for reservations with RD head approval. Lobby furniture may only be moved by custodial staff;
- 5.2. Dining and kitchen facilities shall be cleaned by the reserving AR after being used. (Policy 7037-1411-1);
- 5.3. The regulation of the thermostats shall only be controlled by the custodian on duty;
- 5.4. Except for the BBQs, Clubhouse One (1) and Clubhouse Two (2) Picnic Areas shall be cleaned by the reserving AR after being used;
- 5.5. BBQs will be cleaned by the custodians after surfaces have cooled down;
- 5.6. Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;
- 5.7. Items shall not be hung on window coverings or partitions at any time;

Limitations on Use of Trust Property – Rules



- 87 5.8. Only blue low tack painters’ tape shall be used to attach items to the walls – no
88 other type of adhesive is authorized. Push pins or tacks may be used to attach
89 items to the soundproofing panels. No push pins or tacks can be used on walls.
90 Any cost to repair will be charged to reserving party;
- 91 5.9. Items shall not be stored in any area of any Clubhouse without RD approval;
- 92 5.10. Decibel sound levels inside clubhouses and outdoor entertainment areas
93 should not exceed eighty (80) decibels and will be monitored by staff on duty;
- 94 5.11. Children under the age of eighteen (18) years shall remain under the constant
95 visual supervision of an adult;
- 96 5.12. No Smoking (Policy 7037-1412.02-1);
- 97 5.13. Only licensed Service or Emotional Support Animals, duly registered with Stock
98 Transfer, are permitted in or on Trust property. (Policy 5035-1023-1);
- 99 5.14. Power-driven mobility devices operated inside the clubhouses shall display an
100 authorized handicap decal issued by the SD. The vehicle shall be operated at
101 the lowest possible speed at all times within a clubhouse. Electric wheelchairs
102 are exempted;
- 103 5.15. Any person, persons or activities which disturb an event shall be brought to the
104 attention of the custodian or the SD;
- 105 5.16. All damages, repairs or unusual cleaning costs shall be the responsibility of the
106 reserving AR;
- 107 5.17. ARs shall notify the RD when a caterer will be used. (Policy 7037-1431-1);
- 108 5.18. No open flame/candles shall be used in Trust facilities.
- 109 5.19. GRF reserves the right to disallow the use of Trust property to any AR at any
110 time; and
- 111 5.20. GRF and custodial staff meal and break periods must be adhered to without
112 interruption (California Labor Laws).

6. SPECIFIC RULES OF CLUBS OR ORGANIZATIONS USING TRUST PROPERTY

Any club or organization using Trust property cannot make rules or regulations that conflict with the established rules and regulations of the GRF.

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

7. USE OF CLUBHOUSE FACILITIES BY OUTSIDE ORGANIZATIONS

GRF ARs in good standing that belong to an organization outside of the community may be permitted to reserve a clubhouse facility ~~_, if space is available~~ once each calendar year for an event by that organization, for a fee if space is available. ARs are responsible for the organizations’ activities and shall ensure that the organization follows all established rules relating to Trust property use. In the event that more than one AR belongs to the same outside organization, that organization is still limited to one invitation

(Oct 21)

Limitations on Use of Trust Property – Rules



129 per calendar year.

130 There will also be a non-refundable usage fee depending on the number of attendees.
131 See policy 7037-1406-2.

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133 **8. GRF SPONSORED ACTIVITIES**

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135 Revenue-generating reservations must be approved by the Recreation-Member Services
136 Committee.

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138 ARs are able to invite guests as long as the number of guests does not comprise a
139 majority of the attendees.

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141 **9. HOURS**

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143 **9.1.** The clubhouses will be open for the use of ARs and guests accompanying them
144 from 7:30 am to 10:00 pm.

145 **9.2.** Hours of operation for the Fitness Center, Golf Course, and Aquatic Center will
146 be determined administratively;

147 **9.3.** Aquatic Center, The Fitness Center, Golf Course, and Aquatic Center will be
148 closed Thanksgiving, Christmas, and New Year's Day;

149 **9.4.** Any Trust facility may be closed at any time for maintenance.

150 **9.5.** No personal trainers are allowed in the Fitness Center unless approved by the
151 RD and the Recreation-Member Services Committee;

152 **9.6.** The Amphitheater will be available for use by recognized clubs and organizations
153 by reservation only; (Policy 7037-1412.02-1);

154 **9.7.** The Golden Age Foundation can use the hospitality area in any Clubhouse, and
155 on any holiday, for the benefit of the ARs, with approval of the RecreationMember
156 Services Committee;

157 **9.8.** Clubhouses One (1), Two (2), Four (4), and Six (6) will be closed Thanksgiving,
158 Christmas, and New Year's Day; Clubhouse Six (6) is closed on July 4th.
159 Exceptions are at the discretion of the RD;

160 **9.9.** Any permanent operational time change(s) must be approved by the Recreation
161 Member Services Committee.

162 **10. NOTICE OF CLOSING**

163
164 Whenever it may become necessary to close down or limit the use of any Trust facility
165 for a non-emergency reason, advance notice of up to one (1) month is to be given to the
166 RD, who, will give proper notification to all concerned.

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168 **11. CHARGES**

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Limitations on Use of Trust Property – Rules



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11.1. Charges will be assessed for clubs and/or private parties using Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged;

11.2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs, or unusual cleaning costs.

11.3. See 7037-1406-2, Limitation on Use, Fees.

12. AMPHITHEATER DANCING

11.3.12.1. Dancing at amphitheater performances is limited to the upper platforms east and west of the stage.

Document History

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|----------|-----------|----------|-----------|----------|------------|
| Adopted: | 19 Oct 71 | Amended: | 16 May 78 | Amended: | 18 Sept 79 |
| Amended: | 15 Nov 83 | Amended: | 19 Aug 86 | Amended: | 21 Oct 86 |
| Amended: | 16 Aug 88 | Amended: | 31 Jan 95 | Amended: | 20 Aug 96 |
| Amended: | 17 Mar 98 | Amended: | 19 May 98 | Amended: | 21 Jul 98 |
| Amended: | 16 Sep 03 | Amended: | 20 Mar 07 | Amended: | 28 Apr 14 |
| Amended: | 13 Apr 17 | Amended: | 19 Dec 17 | Amended: | 23 Jul 19 |
| Amended: | 28 Jan 20 | Amended: | 05 Apr 21 | Amended: | 25 May 21 |
| Amended: | 26 Oct 21 | | | | |

Keywords: Recreation Trust Bingo Fundraisers
Property

183



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: AMEND 35-1023-1, GRF PET OWNERSHIP

Background:

Policy 35-1023-1, GRF Pet Ownership, was last amended on April 27, 2021. Per the Member Services Committee Charter, “every two years, the Committee will review the rules/policies under its purview.” Administration has recommended the attached changes to include minor edits.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend policy 35-1023-1, GRF Pet Ownership Rules.

GRF Pet Ownership Rules



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1. **PURPOSE**

The State of California has adopted, effective January 1, 2001, California Civil Code §4715 related to pet ownership. This section affects pet ownership within Leisure World, Seal Beach. The Golden Rain Foundation (GRF) is not the owner of any property subject to a separate interest. These rules and regulations relate to all of the common area facilities of the GRF, under and pursuant to its control and as part of the Trust for the community facilities.

2. **TRUST PROPERTY**

While traversing the common area of the GRF Trust property, the pet must be on a leash no longer than six feet and under the control of, and accompanied by, the pet owner and/or responsible adult at all times and the pet owner and/or responsible adult must have in evidence and in plain view, at all times, a plastic bag and/or a poop scoop device for the purpose of immediately removing any material that may be purged from the animal while walking.

3. **AUTHORIZED RESIDENT RESPONSIBILITIES**

- 3.1. **All** animals: pets, Service Animals (SA), and Emotional Support Animals (ESA) must be duly registered with Stock Transfer.
- 3.2. Authorized Resident is responsible for damages or injury caused by the pet, SA, and/or ESA.
- 3.3. Authorized Resident is responsible for ensuring the pet, SA, and/or ESA does not disturb normal activities and/or functions upon Trust property.
- 3.4. Authorized Resident is responsible for compliance with any relevant city, county, and/or state ordinances and/or laws while upon Trust property.
- 3.5. If the presence, behavior, or actions of the pet, SA, and/or ESA constitute an immediate risk or danger to people, other pets, SA and/or ESA, or Trust property, the authorized resident will be asked to remove the pet, SA and/or ESA from Trust property immediately.
- 3.6. Pets are not allowed:
 - 3.6.1. Within Trust buildings
 - 3.6.2. On the Golf Course
 - 3.6.3. Pool
 - 3.6.4. Multi-Purpose Courts
 - 3.6.5. Mini-Farm Community Gardens
 - 3.6.6. Veterans Plaza
 - 3.6.7. Amphitheater

GRF Pet Ownership Rules



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Document History

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|--------------------|--------------------|----------------------|
| Adopted: 16 Jan 01 | Amended: 15 Oct 02 | Amended: 22 April 11 |
| Amended: 28 Feb 17 | Amended: 23 May 17 | Amended: 23 Jul 19 |
| Amended: 27 Apr 21 | | |

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Keywords: Pet ESA Service Animal



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: AMEND 37-1203-1, MEMBERSHIP OF CLUBS

Background:

Policy 37-1203-1, Membership of Clubs, was last amended on September 8, 2020. Per the Member Services Committee Charter, “every two years, the Committee will review the rules/policies under its purview.” Administration has recommended the attached changes to include minor edits.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend policy 37-1203-1, Membership of Clubs.



Membership of Clubs

1. **PURPOSE**

To establish guidelines, procedures, and rules to assist GRF Members in forming and maintaining clubs recognized by the Golden Rain Foundation (GRF).

Resident Clubs that meet the criteria below will be recognized by GRF as Leisure World Seal Beach (LWSB) Clubs and thus are permitted, in their own Club name, use GRF Community Facilities and Services and other special privileges.

Any person lawfully on GRF property attending a Club function who is not a Member of GRF, is a "guest."

Although recognized LWSB Clubs are afforded special status and privileges by GRF, such Clubs are entirely independent of and not under the control of or affiliated entities of GRF and therefore GRF assumes no liability for their acts, whatsoever.

1.1. In order to be considered a GRF LWSB Club, the following requirements must be met:

1.1.1. All Club members must be GRF members and LWSB residents.

1.1.2. A GRF Member shall sponsor the Club by a written declaration to the Recreation Department stating:

1.1.2.1. The purpose - explain how the purpose and activities of the club has the potential to enrich and/or benefit the Community;

1.1.2.2. Acknowledging the GRF Membership requirement;

1.1.2.3. Names, addresses and phone numbers of Club members.

1.1.3. The Club must meet a minimum of four (4) times a year or may be considered disbanded by the Recreation Department.

1.1.4. Club governing documents must incorporate GRF Policies, Rules and Procedures by reference and require compliance therewith as a condition for membership in the Club through inclusion of the following statement:

"The Rules, Policies and Procedures of the Golden Rain Foundation Leisure World Seal Beach are hereby incorporated by reference into the rules for membership in (Name of Club), and compliance therewith is expressly made a requirement for membership."



Membership of Clubs

- 47 1.1.5. If a Club does not have a lease, it does not have exclusive use of
- 48 any GRF amenity unless approved by the Recreation Department
- 49 for an activity, such as a tournament.
- 50 1.1.6. Clubs may not advertise to the general public or through social
- 51 media in general circulation outside of LWSB with the implication that
- 52 there is participation in any activities by non-residents.
- 53 1.1.7. The Club must provide to the GRF Recreation Department:
- 54
- 55 1.1.7.1. A written declaration signed by the officers of the Club
- 56 that the Club is in compliance with all applicable
- 57 requirements set forth in this policy;
- 58 1.1.7.2. Submit a current membership roster;
- 59 1.1.7.3. Submit a current list of officers including their contact
- 60 information;
- 61 1.1.7.4. Submit the number of room reservations requested per
- 62 month.
- 63
- 64 This information is due yearly on the anniversary date of
- 65 the Club.
- 66
- 67 **Any Club providing a false declaration or not meeting**
- 68 **the above requirements may have its approved status**
- 69 **suspended or other sanctions imposed by GRF.**
- 70
- 71 1.2. The following requirements must be met for a Club to be recognized by GRF:
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- 73 1.2.1. Within ten (10) working days of receipt of the request to form a Club,
- 74 the Recreation Department shall confirm that:
- 75
- 76 1.2.1.1. The proposed Club is (not a duplicate of an existing Club)
- 77 formed primarily for the purpose of securing additional
- 78 clubhouse privileges. The Recreation Department shall
- 79 have the discretion to determine the validity of the
- 80 request, and
- 81 1.2.1.2. The proposed purpose and membership requirements do
- 82 not conflict with any Laws or the Rules, Policies and
- 83 Procedures of GRF or any local, state or federal laws or
- 84 requirements, and
- 85 1.2.1.3. The stated purpose and activities of the proposed Club
- 86 have the potential to enrich and/or benefit the community.
- 87
- 88 1.2.2. Upon satisfactory findings, the Recreation Department shall send the
- 89 Club’s application to the GRF Recreation—Member Services
- 90 Committee for approval. This approval will permit the Club to use
- 91 community facilities. The appropriate number of room reservations
- for the Club is at the discretion of the Recreation Department.

(Sep 20)



Membership of Clubs

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1.2.3. If the findings do not justify the establishment of a new Club, the GRF Member applicant shall be promptly notified in writing by the Recreation Department, and may appeal the decision in writing to the GRF Recreation Member Services Committee which shall review the application and written appeal and render its decision to the applicant in writing. If the GRF Recreation Member Services Committee also denies the application, the applicant may appeal the decision to the GRF Board of Directors, whose decision shall be final.

1.3. The Recreation Department is responsible for maintaining a record of all recognized Clubs and Organizations using Trust facilities. They shall report annually in May to the Recreation Member Services Committee on the status of all Clubs and Organizations.

1.4. Clubs using “Instructors” who receive remuneration for their activities are subject to the following:

1.4.1. Instructors must show evidence of liability insurance for their activity;

1.4.2. Instructors must sign a waiver of liability to the GRF;

1.4.3. Instructors must provide certification to teach the proposed activity;

1.4.4. Instructors must provide a valid City of Seal Beach Business License, in accordance with Chapter 5.10 of the Seal Beach Municipal Code;

1.4.5. Instructors must provide a Recreation Department Attendance Sheet for every session they teach in LWSB. This attendance sheet must be submitted to the Recreation Department immediately after each session. Failure to do so, may result in the inability to teach classes in LWSB;

1.4.6. Instructors are subject to a possible room usage fee.

1.5. The number of guests may not exceed 50% of attendance by GRF members at meetings of any Club or Organization held in the Clubhouses. Guests must be accompanied by the legal resident that extended the invitation to be a guest in LWSB. This LWSB resident must remain with the guest during all activities, functions and meetings. Guests cannot constitute a majority of the group.

1.6. Reservations for a Club shall not be shared with any individuals, other Clubs, Service or Religious Organizations. To do so will result in the forfeiture of the Club’s standing reservation.

1.7. Caregivers cannot be a member of any Club but may attend Club meetings with their employer (a GRF Member) when on duty. A current Caregiver badge must be worn at all times when on duty.

MEMBER SERVICES

37-1203-1



Membership of Clubs

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Document History

Adopted: 27 Aug 19 Reviewed: 08 Sept 20

Keywords: Club Instructors Guests
Membership

138



COMMITTEE ACTION REQUEST

DATE: MARCH 12, 2024
TO: MEMBER SERVICES COMMITTEE
FROM: ADMINISTRATION
ACTION: AMEND 37-1403-1, COMMERCIAL USE OF FACILITIES

Background:

Policy 37-1403-1, Commercial Use of Facilities, was last amended on July 23, 2019. Per the Member Services Committee Charter, “every two years, the Committee will review the rules/policies under its purview.”

Administration has recommended the attached changes to include minor edits.

Fiscal Impact:

No predicted fiscal impact.

Recommendation:

I move to recommend the GRF Board amend policy 37-1403-1, Commercial Use of Facilities.



Commercial Use of Facilities

- 1
- 2 1. The community recreational facilities are to be maintained and preserved for the social
- 3 and recreational benefit and activities of all legal-authorized residents and not for the
- 4 operation of commercial endeavors or the practicing of professionals without written
- 5 permission of the Recreation-Member Services Committee.
- 6 2. All clubs and organizations of legal residents that are recognized by the Golden Rain
- 7 Foundation (GRF) shall have the right to reserve space in the community recreational
- 8 facilities for any reasonable purpose. Reservation of facilities shall not be granted to any
- 9 club or organization when the function is advertised outside, and non-authorized
- 10 persons non-legal are solicited to attend. Personal guests are welcome when in the
- 11 company of a legal resident.
- 12 3. A club may reserve a room for a meeting other than a regularly scheduled meeting for
- 13 the purpose of making a presentation and/or distributing pertinent materials to that club.
- 14 No sales activity may be conducted unless club specific.
- 15 4. Charges made by any group or organization to cover the cost of serving refreshments
- 16 are not considered commercial use. The commercial restriction does not apply to fund-
- 17 raising within the recognized clubs or groups at regularly scheduled meetings. (See
- 18 Alcoholic Beverages below).
- 19 5. Commercial use of all other community facilities is expressly prohibited unless an
- 20 exemption is granted by action of the RecreationMember Services Committee.
- 21
- 22 6. **SALE OF ALCOHOLIC BEVERAGES**
- 23
- 24 6.1. Existing State law prohibits the sale of alcoholic beverages except by persons
- 25 licensed by the State Alcoholic Beverage Commission.
- 26 6.2. The sale of alcoholic beverages is prohibited in all GRF community facilities.
- 27 6.3. Organizations and individuals violating this prohibition may be denied further use
- 28 of any community facilities.

Document History

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|----------|-----------|----------|-----------|----------|-----------|
| Adopted: | 16 Aug 64 | Amended: | 16 Jul 74 | Amended: | 18 Sep 79 |
| Amended: | 19 Aug 86 | Amended: | 14 Oct 86 | Amended: | 15 Feb 00 |
| Amended: | 28 Apr 15 | Amended: | 13 Apr 17 | Amended: | 24 Apr 18 |
| Amended: | 23 Jul 19 | | | | |

Keywords: Recreation Sale of Alcohol Commercial Use

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