

**MINUTES OF THE REGULAR MONTHLY MEETING VIA ZOOM
OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL ONE
July 27, 2023**

The Regular Monthly Meeting of the Board of Directors of Seal Beach Mutual One was called to order by President Weber at 9:00 a.m. on Thursday, July 27, 2023, via Zoom Video and Conference Call and Conference Rm B.

ROLL CALL

Present: President Weber, Vice President Luther-Stark, Chief Financial Officer Markovich, Secretary St. Aubin, Directors Rockwood, Collazo, Stone, Barreras, and Perrotti.

Advisory Director: Ms. Almeida

GRF Representative: Ms. Gambol and Mr. Weber

Guests: Three Mutual One Shareholders (via zoom)
Seven Mutual One Shareholders (in-person)

Staff: Ms. Sedgwick, Executive Director (via zoom)
Ms. Hopkins, Mutual Administration Director (via zoom)
Mr. Stolarz, Building Inspector
Ms. Barua, Sr. Portfolio Specialist
Ms. Equite, Assistant Portfolio Specialist

SHAREHOLDER COMMENTS

Several shareholders made comments.

MINUTES

Following a discussion and upon a MOTION duly made by Director Rockwood and seconded by Director Collazo, it was

RESOLVED to approve the Regular Meeting Minutes of May 25, 2023, as printed.

The MOTION passed unanimously.

The Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Rockwood, it was

RESOLVED to approve the Organizational Meeting Minutes of June 12, 2023, as printed.

The MOTION passed unanimously.

GUEST SPEAKER

Executive Director Sedgwick presented the CINC Portal & Invoice Approval functions.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Secretary St. Aubin, it was

RESOLVED to approve the CINC Portal & Invoice Approval from GRF and “turn on” the following modules for CINC Portals: ACC Requests, Calendar, Photos, Board Aging Report, Board Invoice Approval with two (2) approvers, and Electronic Check Signing.

The MOTION passed.

Following questions, Ms. Sedgwick left the meeting at 9:48 a.m.

BUILDING INSPECTOR’S REPORT

Building Inspector Stolarz presented his report (attached).

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Rockwood, it was

RESOLVED to amend the resolution dated May 25, 2023, “RESOLVED to approve the Fenn Termite and Pest Control, proposal for inspection and maintenance of 200 bait stations from 2023-2025 at a cost not to exceed \$2,300.00. Funds to come from Operating and authorize the President to sign any necessary documentation,” to change the dollar amount from \$2,300 to \$27,600.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Vice President Luther-Stark, it was

RESOLVED to propose a rule change by amending Section 5.3 – GRF Permit for Building Alterations/Additions of the Rules and Regulations and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark seconded by Director Perrotti, it was

RESOLVED to approve MJ Jurado proposal for buildings 2, 3, and 9 to replace sidewalk concrete, at a cost not to exceed \$40,487.40. Funds to

come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Director Rockwood, it was

RESOLVED to approve MJ Jurado proposal for buildings 29, 32, and 33 to replace sidewalk concrete, at a cost not to exceed \$50,279.10. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Rockwood, it was

RESOLVED to approve MJ Jurado proposal for buildings 69, 52, and 49 to replace sidewalk concrete, at a cost not to exceed \$55,120.90. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

The MOTION passed unanimously.

Following questions, Mr. Stolarz left the meeting at 10:07 a.m.

GRF REPRESENTATIVES' REPORTS

GRF Representative Gambol and Weber provided GRF updates on upcoming projects.

Following questions, Ms. Gambol left the meeting at 10:28 a.m.

UNFINISHED BUSINESS

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Chief Financial Officer Markovich, it was

RESOLVED to ratify proposed rule change by amending the Fine Schedule of the Rules and Regulations; the 28-day posting requirement has been met.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Stone seconded by Director Perrotti, it was

RESOLVED to ratify proposed rule change by amending Article II, Section 4.3 Caregiver Parking of the Rules and Regulations; the 28-day posting requirement has been met.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Stone and seconded by Vice President Luther-Stark, it was

RESOLVED to ratify proposed rule change by amending Section 6 – Pets of the Rules and Regulations; the 28-day posting requirement has been met.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark seconded by Director Perrotti, it was

RESOLVED to propose a rule change by amending Section 9.3 – Fine schedule/ Carports and Section 10.2 – Enforcement of Community Traffic Regulations of the Rules and Regulations; the 28-day posting requirement has been met.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Secretary St. Aubin and seconded by President Weber, it was

RESOLVED to propose a rule change by amending Article V. Landscape/Garden Rules and Regulations of the Rules and Regulations and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

The MOTION passed unanimously.

NEW BUSINESS

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Vice President Luther-Stark, it was

RESOLVED to acknowledge, per the requirements of the Civil Code Section 5500(a)-(f), a review of the reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the mutual has its operating and reserve accounts, an income and

expense statement for the mutual's operating and reserve accounts, the check registers, monthly general ledger and delinquent assessment receivable reports for the month of May 2023.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Barreras seconded by President Weber, it was

RESOLVED to **approve** that Mutual One authorizes the Board's President and/or duly appointed officer to act on behalf of the Board to execute the Notice of Intent to Withdraw.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Perrotti, it was

RESOLVED to **deny** that Mutual One continues to receive one hard copy of the various mutuals' monthly minutes in their mailbox in the Mutual Mailroom.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti seconded by Vice President Luther-Stark, it was

RESOLVED to approve that Mutual One **does not support** or authorize the signing of the Property Tax Postponement Application from the State of California. The Mutual further authorizes the GRF Finance Department to notify the Board if a shareholder requests a Property Tax Statement.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Vice President Luther-Stark, it was

RESOLVED to **deny** that the Mutual One Board of Directors authorizes the Mutual Administration Department to release Director information as requested.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Barreras, it was

MOTION FAILED to **approve** that the Mutual One meeting minutes disclose "yes" votes, "no" votes, and abstentions in the motion results effective July 2023.

The MOTION FAILED unanimously.

**BOARD OF DIRECTORS
MUTUAL ONE**

July 27, 2023

Following a discussion and upon a MOTION duly made by Director Collazo and seconded by Director Barreras, it was

RESOLVED to **deny** that the Mutual One meeting minutes disclose “yes” votes, “no” votes, and abstentions in the motion results effective July 2023.

The MOTION passed.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Vice President Luther-Stark, it was

RESOLVED to **approve** a commitment by the Board of Directors of Mutual One, to help support the unified mission of the collective mutuals of Leisure World Seal Beach, to ensure appointments are made to meet with GRF staff.

The MOTION passed.

Following a discussion and upon a MOTION duly made by President Weber and seconded by Vice President Luther-Stark, it was

RESOLVED to approve that Mutual One authorizes, that according to Procedure 01-7510-3 – Eligibility Requirements, if there is a question of financial eligibility; Mutual One **WILL BE** contacted by the Stock Transfer Office in the event of a non-qualifying financial issue, and furthermore to send a letter to the Golden Rain Foundation to state that Procedure 01-7510-3 – Eligibility Requirements, and all Mutual One Rules and Regulations and Procedures, are to be followed as written

The MOTION passed.

President Weber called for a break at 11:02 a.m. and called the meeting back to order at 11:17 a.m.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Vice President Luther-Stark, it was

RESOLVED to **deny** the GRF Mutual Administration Website Access Agreement for Mutual 01.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti seconded by Vice President Luther-Stark, it was

RESOLVED to require new Mutual One resident to set up a trust.

The MOTION passed unanimously.

**BOARD OF DIRECTORS
MUTUAL ONE**

July 27, 2023

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Secretary St. Aubin, it was

MOTION FAILED to allow Interact Solutions to provide internet and cable TV service to Mutual One shareholders.

The MOTION **FAILED** unanimously.

Director Rockwood left the meeting at 11:29 a.m.

Following a discussion and upon a MOTION duly made by Secretary St. Aubin and seconded by Vice President Luther-Stark, it was

RESOLVED to authorize the spending of up to \$3,500 per incidence by the Mutual One Landscaping chair. Funds to come from Operating Budget and authorize the President to sign any necessary documentation.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Vice President Luther-Stark and seconded by Director Perrotti, it was

RESOLVED to authorize the spending of up to \$5,000 per incident for the Mutual One Building Inspector. Funds to come from Operating Budget and authorize the President to sign any necessary documentation.

The MOTION passed.

Following a discussion and upon a MOTION duly made by Chief Financial Officer Markovich and seconded by Director Perrotti, it was

RESOLVED to require two directors; Dan Weber and John Markovich to sign for transferring money between accounts for Mutual One.

The MOTION passed unanimously.

Following a discussion and upon a MOTION duly made by Director Perrotti and seconded by Director Barreras, it was

RESOLVED to approve to deliver Mutual One Matters newsletter to all Mutual One residence every two months, at a cost not to exceed \$600.00. Funds to come from Operating Budget and authorize the President to sign any necessary documentation.

The MOTION passed unanimously.

Advisory Director Almeida left the meeting at 11:33 a.m.

SECRETARY / CORRESPONDENCE

No correspondence received.

CHIEF FINANCIAL OFFICER'S REPORT

Chief Financial Officer Markovich provided an update.

PORTFOLIO SPECIALIST'S REPORT

Assistant Portfolio Specialist Equite presented her report (attached).

ANNOUNCEMENTS

NEXT BOARD MEETING: Thursday, August 24, 2023, at 9:00 a.m. via Zoom Video/Conference Call and Conference Room B.

COMMITTEE REPORTS

Landscape Committee

Secretary St. Aubin provided an update.

Physical Properties

Director Rockwood had no update.

Carport Committee

Director Perrotti and Director Barreras presented their report (attached).

New Buyer Orientation

Director Collazo provided an update.

Painting Committee

Vice President Luther-Stark provided an update.

Emergency Preparedness

Advisory Director Almeida had no update.

DIRECTORS' COMMENTS

Several Directors made a comment.

SHAREHOLDERS' COMMENTS

Several shareholders made a comment.

ADJOURNMENT

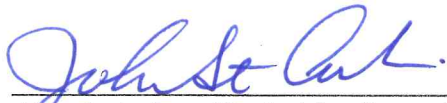
President Weber adjourned the meeting at 11:54 a.m. and announced there will be an Executive Session following the meeting to discuss member issues.

EXECUTIVE SESSION SUMMARY

The Board met in Executive Session on Thursday, July 27, 2023, at 11:54 a.m., and took the following actions:

1. Legal Matters
 - a. One legal matter was discussed.
2. Contracts
 - a. No contracts were discussed.
3. Assessments / Delinquencies
 - a. No files were closed.
 - b. No letters were drafted.
 - c. No files to monitor.
4. Disciplinary Hearings
 - a. No Disciplinary hearings occurred.

President Weber adjourned the meeting at 12:21 p.m.



Attest, JoAnn St. Aubin, Secretary
SEAL BEACH MUTUAL ONE
RB/DE 07/27/23

Mutual Corporation No. One

SIGN IN SHEET 7/27/2023

	GUEST NAME & UNIT NUMBER
1.	Kathy Larkin– 012D (zoom)
2.	Mark Scott – 013K (zoom)
3.	Jill Brennan – 024E (zoom)
4.	Deanna Schiaraffa – 019C (In-person)
5.	Robert Dufney – 070E (In-person)
6.	Sally Steenbergen – 016Y (In-person)
7.	Cathy Roth – 027I (In-person)
8.	Jackie Bach – 027I (In-person)
9.	Truong Phan – 048K (In-person)
10.	Kathy Almeida – 43E (In-person)

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL : **(01) ONE**

INSPECTOR : **RICH STOLARZ**

MUTUAL BOARD MEETING DATE: July 27, 2023

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
2-D	HEAT PUMP	BOTH	05/22/23	08/22/23	NO	06/21/23 FINAL	GREENWOOD
2-L	WINDOWS	BOTH	03/14/23	06/30/23	NO	05/22/23 FINAL	MP CONSTRUCTION
3-B	FLOORING	GRF	07/01/23	08/30/23	NO	07/20/23 FINAL	KARY'S CARPETS
4-C	SHOWER CUT DOWN	BOTH	07/19/23	08/19/23	NO	NONE	NUKOTE
5-B	CARPORT CABINET	GRF	07/01/23	07/20/23	NO	NONE	VICKER'S CONSTRUCTION
5-D	SHOWER CUT DOWN	BOTH	05/10/23	06/10/23	NO	06/01/23 FINAL	NUKOTE
5-E	FLOORING	BOTH	04/10/23	04/30/23	NO	06/08/23 FINAL	BIXBY PLAZA CARPETS
5-F	PATIO & PERGOLA	GRF	06/08/23	08/18/23	NO	NONE	LOS AL BUILDERS
7-J	SHOWER CUT DOWN	BOTH	04/27/23	05/27/23	NO	06/01/23 FINAL	NUKOTE
8-A	HEAT PUMP	BOTH	04/20/23	07/20/23	NO	NONE	GREENWOOD
8-E	FLOORING	GRF	05/15/23	06/30/23	NO	07/12/23 FINAL	KARY'S CARPETS
10-E	COUNTER TOPS / FLOORING	BOTH	02/20/23	07/31/23	NO	07/13/23 FINAL	ACE MAINTENANCE
12-C	FLOORING	GRF	05/30/23	07/01/23	NO	06/07/23 FINAL	KARY'S CARPETS
13-B	SHOWER CUT DOWN	BOTH	05/31/23	06/30/23	NO	06/15/23 FINAL	NUKOTE
13-E	REMODEL	BOTH	12/15/22	03/30/23	NO	06/13/23 FINAL	J.C. KRESS
14-E	ABATEMENT	GRF	07/17/23	07/18/23	NO	NONE	UNIVERSAL ABATEMENT
14-E	HEAT PUMP	BOTH	07/06/23	09/26/23	NO	NONE	SWIFT HVAC
14-E	FLOORING	GRF	07/10/23	08/31/23	NO	NONE	MICHAEL'S CARPET
15-G	HEAT PUMP	BOTH	04/03/23	07/13/23	NO	05/27/23 FINAL	GREENWOOD
17-C	SHOWER	BOTH	07/14/23	08/14/23	NO	NONE	NUKOTE
18-A	HEAT PUMP	BOTH	04/20/23	07/20/23	NO	06/20/23 FINAL	GREENWOOD
22-H	MISC. REMODEL	BOTH	10/30/22	02/28/23	NO	PENDING	BRUNO H. ALVAREZ
25-H	BATHROOM LIGHT	GRF	05/23/23	06/30/23	NO	06/20/23 FINAL	LW DÉCOR
25-H	NUKOTE	BOTH	04/21/23	05/21/23	NO	06/01/23 FINAL	NUKOTE

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL : (01) ONE

INSPECTOR : RICH STOLARZ

MUTUAL BOARD MEETING DATE: July 27, 2023

26-L	WASHER / DRYER	BOTH	07/01/23	08/01/23	NO	07/12/23 FINAL	M&M SKYLIGHTS
27-B	SHOWER CUT DOWN	BOTH	04/07/23	05/07/23	NO	06/08/23 FINAL	NUKOTE
27-D	KITCHEN REMODEL	BOTH	04/26/23	07/30/23	NO	06/08/23 FINAL	MP CONSTRUCTION
28-H	HEAT PUMP	BOTH	05/22/23	08/22/23	NO	06/12/23 FINAL	GREENWOOD
28-I	WINDOWS / DOOR	BOTH	06/10/23	09/30/23	NO	NONE	MP CONSTRUCTION
33-H	SHOWER CUT DOWN	BOTH	04/10/23	05/10/23	NO	06/01/23 FINAL	NUKOTE
34-E	CARPORT CABINET	GRF	07/10/23	08/01/23	NO	NONE	VICKER'S CONSTRUCTION
37-I	REMODEL	BOTH	12/20/22	05/20/23	YES	06/01/23 FINAL	MAMUSCIA CONSTRUCTION
38-E	SHOWER CUT DOWN	BOTH	04/24/23	05/24/23	NO	06/01/23 FINAL	NUKOTE
38-H	HEAT PUMP	BOTH	05/18/23	08/18/23	NO	06/21/23 FINAL	GREENWOOD
39-G	WASHER / DRYER	BOTH	04/26/23	07/30/23	NO	06/26/23 FINAL	MP CONSTRUCTION
40-D	FLOORING	GRF	06/28/23	07/31/23	NO	07/17/23 FINAL	KARY'S CARPETS
40-D	HEAT PUMP	BOTH	08/02/23	10/02/23	NO	NONE	ALPINE HEATING & AIR
42-J	SHOWER CUT DOWN	BOTH	07/26/23	08/26/23	NO	NONE	NUKOTE
43-B	FLOORING	GRF	01/27/44	06/01/23	NO	06/20/23 FINAL	B&B CARPETS & FLOORING
45-G	SHOWER	BOTH	06/28/23	07/28/23	NO	NONE	NUKOTE
46-H	SHOWER	BOTH	05/22/23	07/22/23	NO	NONE	REBORN CABINETS
50-G	GLASS AND GATE	GRF	06/01/23	09/30/23	NO	NONE	LW DÉCOR
52-D	SHOWER CUT DOWN	BOTH	04/24/23	05/24/23	NO	06/01/23 FINAL	NUKOTE
53-I	REMODEL	BOTH	02/27/23	05/13/23	YES	06/12/23 FINAL	JOHN M. BERGKVIST
53-I	PLANTER BOARDER	GRF	06/21/23	06/26/23	NO	NONE	ANGUIANO LAWN CARE
54-J	PORCH CARPET	GRF	07/11/23	08/15/23	NO	NONE	B&B CARPETS & FLOORING
56-B	FLOORING	GRF	03/02/45	07/18/72	NO	NONE	KARY'S CARPETS
56-D	REMODEL	BOTH	08/28/23	11/15/23	NO	NONE	OGAN CONSTRUCTION
56-E	KITCHEN REMODEL	BOTH	04/01/23	06/01/23	NO	07/19/23 FINAL	OGAN CONSTRUCTION
56-E	REMODEL	BOTH	04/03/23	06/15/23	NO	07/19/23 FINAL	OGAN CONSTRUCTION
59-D	PATIO FLOORING	BOTH	03/15/23	05/03/23	NO	06/26/23 FINAL	INZUNZA BUILDERS
62-H	WINDOWS / DOOR	BOTH	05/30/23	06/30/23	YES	NONE	VICKER'S CONSTRUCTION

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL : **(01) ONE**

INSPECTOR : **RICH STOLARZ**

MUTUAL BOARD MEETING DATE: **July 27, 2023**

64-K	CART PAD	GRF	05/12/23	06/20/23	NO	05/31/23 FINAL	J&J LANDSCAPE
64-L	HEAT PUMP	BOTH	07/20/23	10/20/23	NO	NONE	GREENWOOD HEATING & AIR
66-I	CARPORT CABINET	GRF	07/10/23	07/30/23	NO	07/20/23 FINAL	VICKER'S CONSTRUCTION
66-K	SKYLITES	BOTH	05/12/23	06/30/23	NO	07/20/23 FINAL	M&M SKYLIGHTS
69-K	FLOORING	GRF	04/01/23	06/01/23	NO	06/07/23 FINAL	MICHAEL'S CARPET
70-D	SHOWER CUT DOWN	BOTH	05/15/23	06/15/23	NO	06/15/23 FINAL	NUKOTE
70-G	HEAT PUMP	BOTH	07/13/23	09/13/23	NO	NONE	ALPINE HEATING & AIR

ESCROW ACTIVITY

UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
1-C		03/14/23					
1-D		03/20/23					
2-F		07/13/23					
2-D		01/18/23	04/13/23	04/24/23	05/08/23	07/06/23	
8-E		07/12/23					
9-L		06/16/23					
10-G		04/10/23					
10-L		06/13/23					
12-C		03/10/23	05/11/23	05/11/23	05/25/23		
14-L		10/10/22					
17-D		06/13/23					
20-A		04/10/23					
21-F		08/30/22	07/07/23	07/18/23	08/01/23		
26-B		06/27/23					
26-L		03/22/23					

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL : **(01) ONE**

INSPECTOR : **RICH STOLARZ**

MUTUAL BOARD MEETING DATE: **July 27, 2023**

28-A		04/20/23					
30-K		05/17/23					
32-E		04/10/23	05/23/23	05/24/23	06/08/23		
36-B		07/14/23					
39-B		05/17/23	05/22/23	05/31/23	06/12/23		
40-D		08/18/22					
43-B		07/19/23					
44-D		03/10/23	05/31/23	05/31/23	06/12/23		
45-B		09/14/22					
47-H		06/16/23	07/21/23	07/20/23	08/03/23		
49-B		02/10/23	05/22/23	05/22/23	06/06/23		
50-I		03/20/23	04/13/23	04/17/23	05/01/23	07/06/23	
56-B		03/02/23	05/01/23	05/01/23	05/15/23		
56-D	06/01/23						
62-D	06/01/23						
64-H		07/19/23					
64-K		03/02/23	03/05/23	04/20/23	05/04/23		

NMI = New Member Inspection **PLI** = Pre-Listing Inspection **NBO** = New Buyer Orientation
FI = Final Inspection **FCOEI** = Final COE Inspection **ROF** = Release of Funds

CONTRACTS AND PROJECTS

CONTRACTOR	PROJECTS
FENN GOOD THROUGH 5/01/2026	TERMITES & PEST SERVICE
FENN GOOD THROUGH 6/30/2026	BAIT STATIONS
WASH GOOD THROUGH 06/30/28	WASHERS & DRYERS
J&J LANDSCAPING GOOD THROUGH 12/01/2024	LANDSCAPING

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL : **(01) ONE**

INSPECTOR : **RICH STOLARZ**

MUTUAL BOARD MEETING DATE: **July 27, 2023**

A-1 TOTAL SERVICE PLUMBING 12/31/23

SEWER PIPE RELINING

SOUTHERN PROPERTY FIRE PROTECTION - FIRE EXTINGUISHER CERTIFICATION GOOD THROUGH 12/2023

UPDATE - A1 TOTAL PLUMBING - WORKING ON BLDG. 63 & 64 - COMPLETED BLDG 60, 61, 62, WITH REPAIR AT UNIT 62-I

RECEIVED 3 PROPOSALS FROM MJ JURADO - TO REMOVE & REPLACE 8,256 SQ. FT. CONCRETE SIDEWALKS PLUS ENTRY WALKS NEEDED FROM LIST AT DIFFERENT LOCATIONS THROUGHOUT MUTUAL 1 - \$145,887.40

DISCUSS AND VOTE TO AMEND FENN BAIT STATION PROPOSAL TO REFLECT 3 YEAR TOTAL \$27,600.00

DISCUSS AND VOTE TO AMEND SECTION 5.3 - GRF PERMIT FOR BUILDING ALTERATIONS

MUTUAL & SHAREHOLDER REQUEST

103

SITE VISITS

MUTUAL ONE BOARD MEETINGS TAKE PLACE ON THE 4TH THURSDAY OF THE MONTH IN BLDG. 5; CONFERENCE ROOM B AT 9:00 AM

MUTUAL ONE MATTERS

LEISURE WORLD SEAL BEACH



Do you have a valid....

Leisure World Decal, insurance and California Registration on your vehicle? If not, you cannot park in the carport and will be subject to a fine and/or a tow. (7502.1)



Caregivers that are registered with the Stock Transfer Office will receive a valid **Caregiver Parking Pass** and must place the Caregiver pass on the dashboard to park in the Shareholder's carport space. A regular visitor/guest pass is **NOT** a valid pass to park in the carport space. A vehicle will be cited if a guest pass is used. All Caregivers **must** register with Stock Transfer every 6 months - June & December



Emily Moran delivers *Mutual One Matters* and the *LW News* to 844 Mutual One residents. Thank you Emily, for your dedication!

Message from President Lt. Dan about Trusts

Your Mutual One legal advisors recommend that we make "Trusts" mandatory for all incoming residents, and highly recommend all current residents create a Trust. Your board is now considering how we implement this recommendation. Researching the WEB, here is what I discovered:

Wills direct how your assets will be distributed after your death. In California, if the value of your estate is less than \$166,250, a will is all that is required to distribute assets to your heirs quickly. As a Resident/Owner in Mutual One of Leisure World, now YOUR ESTATE VALUE IS GREATER THAN THAT FIGURE OF \$166,250. Since your unit's value exceeds the minimum, your estate **must** go through the "Probate" court process. If this happens, having a will does not do what you likely intended it to do.

Probate in California currently takes about 22 months. The courts are backlogged, particularly after the pandemic. With complications, probate could take much longer. Major criminal jury trials come first on the docket, before the statute of limitations is exceeded and defendants are set free. Legal probate fees vary with the value of your estate. They are typically between \$10,000 and \$15,000, and sometimes more.

Get the picture? Real estate taxes, landscaping fees, water fees, amenities fees, and all the other Leisure World fees continue to accumulate, and will be deducted from the estate's value when probate is finally complete. Your heirs receive nothing for months and your estate value continues to erode dramatically. Your unit remains locked up and unoccupied. In some cases, when there is no heir named, the unit remains empty for years. Mutual One does an expensive legal heir search. If successful, the heir usually sells the unit and receives a significantly reduced balance after the unit is sold and all costs are deducted. If no heirs come forward, the Mutual can eventually cause the unit to be sold and recoup all costs. Any balance remaining is put into a fund to be paid to the heirs, if any come forward in the future. If no heirs come forward, eventually the funds go to the state of California. Trusts make distribution much faster and less expensive overall. Yes, the cost of a will typically is less than a Trust - about \$400 to \$700 for a will. In the current edition of the Leisure World Newspaper, one lawyer advertises a simple Trust cost is \$699 for a single; \$899 for a couple. It can be more. Browsing the WEB page article, expect between \$2000-\$4000.

Are You Prepared For an Electrical Outage?

It is reasonable to assume that Southern California Edison (SCE), our local electricity provider, might institute one or more rolling blackouts in our area during these hot months. You can learn how to prepare yourself to survive without power for hours (or even days) at this SCE website: <https://www.sce.com/outage-center/preparing-for-outages> Don't wait until it's too late!

Rules & Regulations Reminders:(#7425.01)

- * All plants in flowerbed areas with a trunk diameter of 4" or more will be removed by the Mutual at the Residents's expense.
- * Entrance walkways, from the sidewalk to the structure/porch, must be kept clear at all times of potted plants and all other impediments, including electric carts.
- * Residents are not permitted to install, relocate plants or any other items decorative or otherwise around light poles. Any plants or other items outside of the flowerbed area will be removed at the resident's expense.
- * No carport space may be used for more than one vehicle at a time.

Trusts continued...

So why spend money now on a Trust? With a "Living Trust", distribution of assets is usually less than 6 months. You can name yourself as the "Trustor". Only the Trustor can amend or revoke the Trust. You manage the assets as you please. You name the successor "Trustee", who will take over if you are deceased or incapacitated. The successor Trustee passes assets to beneficiaries when you die, according to your written terms and conditions. The evidence is clear. Do yourself a favor; call an estate attorney and ask! It's to your (and your heirs) benefit!

PRESS RELEASE FROM THE CITY OF SEAL BEACH

LEVEL 2 WATER SUPPLY SHORTAGE RESTRICTIONS LIFTED

On May 22, 2023, the City of Seal Beach City Council adopted Resolution 7410 ending the previously declared Level 2 *Water Supply Shortage*. The City reduced its shortage level to 'Level 0' in response to California's improved water supply conditions and our Governor's Executive Order (N-5-23). While the City's Level 2 demand reductions are no longer in effect, water conservation is always prudent and permanent water waste prohibitions remain in place as stipulated in SBMC 9-37.

The State's ban on the use of potable water for the irrigation of non-functional turf at the commercial, industrial and institutional sites, **including HOA's (this includes all apartment units in Leisure World), continues to remain in effect. We cannot water the grass in front of our units, this is non-functional turf. NON-functional turf DOES NOT INCLUDE our greenbelts. The city will not enforce this restriction at this time. Their visits to Leisure World will only be looking for water run-off. Be advised, this could change at any time.**

The City of Seal Beach will continue to monitor weather conditions and reservoir levels and advise customers if and when conditions warrant any water use restrictions in our service area.

PET REMINDERS

*All quadruped pets brought into Mutual One by the Shareholder pet owner to reside in the Mutual, MUST be spayed or neutered.

* Pets MUST be kept on a leash not longer than 6 feet. Retractable leashes are NOT allowed. A pet can never be off leash when outside of the Shareholder's unit. The Shareholder MUST be in control of their pet at all times.

*In accordance with the Seal Beach City Code, Section 3-10-20 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25. They will also be subject to a Mutual One monetary fine.

*Visitors/Guests MAY NOT bring their pets into Mutual One. The only pets allowed in Mutual One are pets that belong to the Shareholder and are registered with the Stock Transfer Office. Please tell your guests not to bring their pets to visit. The Shareholder is subject to a fine if visiting pets are brought into Mutual One.

*Mutual One may impose a fine pursuant to the fine schedule per occurrence on any Shareholder pet owner who violates any of the pet rules and regulations.

July 27, 2023

Mutual One Directors' Report

John Barreras & Leah Perrotti

844 CARPORTS

6/17/2023 - L. Perrotti -	Carport #1, #2, #5	11 VIOLATIONS
6/19/2023 - L. Perrotti -	Carports #7, #8, #9, #10	26 VIOLATIONS
6/27/2023 - L. Perrotti - Shareholder	Carports #3, #4, #6	15 VIOLATIONS
6/29/2023 - J. Barreras - L. Perrotti	Carports #11, #12, #13, #14, #15	46 VIOLATIONS
7/18/2023 - J. Barreras - L. Perrotti	Carports #16, #17, #18, #19, #20	33 VIOLATIONS

TOTAL: 131 VIOLATIONS

VIOLATION TYPES

Ca. Registration	LW Decal	Guest Pass Use	Storage	Multiple Vehicles	Safety
24	31	10	61	3	2

RE-CHECK

7/20/23 - L. Perrotti -	Carports: #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 #11, #12, #13, #14, #15	66 CORRECTIONS
7/26/23	Carports: #16, #17, #18, #19, #20	CORRECTIONS

JOHN BARRERAS, DIRECTOR

LEAH PERROTTI, DIRECTOR

Portfolio Specialist's Report

July 2023 Election Results Term 2023-2024

Mutual	# of Units	Total # of Ballots Received	Total % of Members Voting	Total Votes Cast for Write-in Candidates Who Accepted Nomination	Total Votes Cast for Abstention Only	Total Votes Cast for Quorum Only
ONE	844	327	38%	0	11	3
TWO	864	467	54%	0	7	3
THREE	432	245	56%	0	15	1
FOUR	396	238	60%	0	5	0
FIVE	492	280	56%	0	0	2
SIX	408	242	59%	0	6	0
SEVEN	384	247	64%	0	5	8
EIGHT	348	205	58%	0	3	2
NINE	384	258	67%	0	12	5
TEN	276	176	63%	0	4	0
ELEVEN	312	158	50%	0	1	0
TWELVE	452	221	48%	0	2	8
FOURTEEN	328	225	68%	0	6	2
FIFTEEN	502	309	61%	0	2	3
SIXTEEN	60	39	65%	0	0	0
SEVENTEEN	126	77	61%	0	0	0

SEAL BEACH MUTUAL NO. ONE**AMEND****Rules and Regulations**

- Contractors or vendors engaged by a shareholder for the purpose of performing interior or exterior remodeling, or installing or removing equipment and appliances associated with such work on the unit in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m.
- No work is permitted on Saturdays, Sundays, or holidays except as noted below. These limitations also apply to shareholders who are doing any permissible work on their own.

Shareholders or their contractors or vendors doing work in a unit may work on Saturdays if:

- Prior permission is obtained from the Mutual President or other Mutual director.
- The work is done between the hours of 8:00 a.m. and 5:00 p.m.

Contractors must follow the rules and regulations as set forth by the Golden Rain Foundation Physical Property Department.

5.3 GRF Permit for Building Alterations/Additions.

- In order to conduct any construction for the alterations and/or additions in the Shareholder's Unit within the Mutual buildings, the Shareholder or contractor shall submit an application for issuance of a building permit to the Physical Property Department and obtain a GRF Permit for the alterations and/or additions.
- The Shareholder must provide the Physical Property Department with a written, signed proposal and contract between the Shareholder and the contractor performing the work, which describes the work to be done by the contractor, the fees to be paid, and the commencement and completion dates of the work.
- Such contract must be in the form of the appropriate Standard Form Contract provided by GRF and must be properly completed and signed by the Shareholder and contractor proposing to do the work.
- The Standard Form Contract will contain a per day penalty for every calendar day that exceeds the completion date set forth in the Contract. Said penalty to be paid by the Contractor to the Shareholder. The Mutual Board, or its designee, may make an exception to the completion date and award an extension to the contractor without penalty due to unforeseen delays or problems.
- Mutual requires the signature of the Mutual **Corporation's** President or, **in the absence of the President, the Vice President, Physical Properties Director or any other Board Officer** ~~any designated Director~~ on any building permit, building plans, and or change orders issued for Unit remodeling. ~~and approved by GRF.~~
- No Shareholder shall make any structural alterations in the Unit or Mutual premises, or in the water, electrical conduits, plumbing, or other fixtures connected therewith, or remove any additions, improvements or fixtures from the Unit or Mutual premises, without the prior written consent of the Mutual and GRF.

(March 2023)

SEAL BEACH MUTUAL NO. ONE

AMEND

Rules and Regulations

(30) days or take any other disciplinary action permitted by the Governing Documents. However, no such penalty imposed by the Board shall take effect sooner than five days after the date of the hearing. The Board will provide the shareholder notice of the disciplinary action taken against him within 15 days after the Board’s decision. The Board’s notice of decision shall provide a written explanation of the suspension, fine or conditions, if any, imposed by the Board.

If the violation continues past the hearing and first fine stage, additional fines may be assessed on a daily, weekly or monthly basis as provided for, and at the rates set forth, below in the Fine Schedule without further hearing until the violation is abated by the shareholder. For the purposes of this Fine Schedule, “continuing violations” shall refer to violations that remain unchanged and ongoing until abated by the shareholder.

4. Legal Counsel: Alternative Dispute Resolution – At any time, the Board may refer a matter to the Mutual's legal counsel for enforcement or pursue any other remedy provided by the Mutual’s Governing Documents or law. Additionally, if required by Civil Code Section 5925 et seq., mediation or arbitration will be offered. If a lawsuit is filed, the shareholder may be liable for Mutual’s legal costs and fees

FINE SCHEDULE

The Fine Schedule may be imposed after or concurrent with notice and opportunity for hearing, and the Board of Directors, or committee appointed by the Board, in its discretion, has determined that a resident shareholder is non-compliant with or has violated the “Governing Documents”.

FINE SCHEDULE Notice of Violation: Warning or Fine of \$25.00

Continuing non-compliance will result in further fines of \$25.00 for each day the violation continues.

Fines for violations may be levied in accordance with the following schedule:

Invoices for fines are due and payable immediately.

APPENDIX A

FINE SCHEDULE

	1st Offense	2nd / Repeated Violation	On-Going Violation (if the violation continues past the hearing and first fine stage)
Residency/Occupancy Violations (e.g., unauthorized occupants, guests)	Notice to Comply in 48 hours	\$25.00 \$500.00	\$25.00 \$500.00 May be imposed on as frequently as a daily basis

(March 2023)

SEAL BEACH MUTUAL NO. ONE

AMEND

Rules and Regulations

residing longer than permitted)			until corrected, cumulative; 1st month \$500, 2nd month an additional \$500 for a total of \$1,000, etc., with no limit on total fine amount; or \$100, 2nd month additional \$100 for a total of \$200. With no limit on total amount.
Violation of Mutual Occupancy Agreement & all other Policies	Written Warning	\$25.00 \$100.00	\$25.00 \$500.00 May be imposed on as frequently as a daily basis until corrected, cumulative; 1st month \$500, 2nd month an additional \$500 for a total of \$1,000, etc., with no limit on total fine amount; or \$100, 2nd month additional \$100 for a total of \$200. With no limit on total amount.
Carport Driveway	\$50.00	\$50.00	\$75 for the first 30 days past the hearing and first fine stage \$100 each month thereafter until corrected
Walls by Trash Area	Written Warning	\$25.00	\$25.00 May be imposed on as frequently as a daily basis until corrected.
Laundry Room Areas	\$25.00	\$25.00	\$25.00 May be imposed on as frequently as a daily basis until corrected.
Garden Violations	Written Warning	\$25.00	\$25.00

(March 2023)

SEAL BEACH MUTUAL NO. ONE

AMEND

Rules and Regulations

			May be imposed on as frequently as a daily basis until corrected.
All other Violations of Rules	Written warning	\$25.00	\$25.00 May be imposed on as frequently as a daily basis until corrected.

ARTICLE VIII. COLLECTION RULE

SEAL BEACH MUTUAL NO. ONE
COLLECTION POLICY

The effective and prompt collection of assessments (sometimes referred to as carrying charges) is critical to the running of our Cooperative. Only through the collection of these assessments can we maintain and, hopefully, increase the value of our property. The policies and practices of Seal Beach Mutual No. One (the “Cooperative”) with regard to the collection of delinquent assessments are as follows:

1. Assessments are due on the first day of each month and are delinquent if not received by the 15th day of each month. If a special assessment is necessary, you will be notified of the due date therefor.
2. In the event an assessment is not received within fifteen (15) days after it is due, the owner will be required to pay to the Cooperative a late charge in the amount of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Also, if an assessment is not paid within thirty (30) days from the day that it was originally due, interest at the rate of twelve percent (12%) per annum will be added to the owner’s account each month.
3. If payment is not received within forty-five (45) days after the original due date of the assessment, the matter will be turned over to the Cooperative’s attorneys for further handling. Upon receipt from the Cooperative of such a matter, the Cooperative’s attorneys will send a letter notice by certified mail demanding payment for the outstanding assessments and related charges within ten (10) days of the date of the letter (the “10-Day Letter”). Alternatively, the Cooperative or Cooperative’s management company may send the 10-Day Letter in lieu of the Cooperative’s attorneys.
4. If the payment is not received as set forth in the above-described letter, the Cooperative may serve on the Member a thirty-day notice to pay or quit (the “Notice”), informing the Member that the Member’s right to occupy the premises subject to the Occupancy Agreement may terminate at the expiration of the time stated in the Notice, unless the delinquent assessments have been paid.
5. In the event the payment is not received within time frame stated in the Notice, Member’s Occupancy Agreement shall terminate and the Cooperative shall have the right to

(March 2023)

SEAL BEACH MUTUAL NO. ONE**AMEND****Rules and Regulations**

- Caregivers who serve as 24-hour caregivers, and live within the Shareholder's Unit, may use washers and dryers for their personal use, but may not use the washers and dryers for other family members or friends.

4.2 Caregiver Actions

Caregivers, as an invitee of the Shareholder, must act in compliance with the Rules and Regulations of the Mutual at all times. Specifically:

- Caregiver must cease any noise that could be considered disruptive (i.e., no loud televisions, radios, or talking, so as not to disturb the quiet enjoyment of other Qualifying Residents and Shareholders), after 10:00 p.m.
- Caregivers are not allowed to have guests or invitees, including without limitation, family members or friends, to the Unit or anywhere within the Mutual
- Caregivers shall not bring any pets into the Mutual and/or Leisure World.
- Caregivers shall not utilize any Mutual and/or GRF community facilities.

4.3 Caregiver Parking

If a Shareholder does **NOT** own a vehicle, the Shareholder's caregiver may use the carport space associated with the Shareholder's Unit, for purposes of parking their own vehicle, as follows:

- Obtaining a temporary parking permit through the GRF Stock Transfer Office. Such temporary parking permit must always be clearly displayed on dashboard of the caregiver's vehicle.
- ~~Any vehicle without a Mutual One LW sticker on the windshield or caregiver parking pass on vehicle's dashboard will be towed if parked on Trust Streets from 11:00 p.m. to 6:00a.m.~~

Mutual One will allow the Stock Transfer Office to issue Caregiver Parking Passes. All Caregiver Parking Passes will expire on the same date as the Caregiver Pass, Caregiver ID, or Caregiver Badge that was expired.

5. PORCHES, PATIOS, GARDEN EXPANSIONS, PERGOLAS, RETRACTABLE AWNINGS AND GOLF CART PADS

Porch: A porch is the space under the roof of the structure open to the outside or enclosed from the weather.

Patio: A patio is any surface other than garden material that is attached to, or adjacent to the outside wall structure of a unit.

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SEAL BEACH MUTUAL NO. ONE**AMEND****Rules and Regulations**

- The breed of the pet shall be of such nature that its weight is not expected to exceed twenty-five (25) pounds at time of full maturity.
- Pets are prohibited from common area facilities, such as clubhouse facilities, library, Golf course, health care center, Amphitheater, swimming pool area, Administration.
- Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a leash not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult.
- While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
- In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25.
- The resident pet owner shall immediately, and forthwith, remove any pet waste deposited by the pet in all common areas where said pet is permitted.
- The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet.
- **The Mutual Corporation may impose a fine pursuant to the Fine Schedule per Occurrence on any resident pet owner who violates any of the pet rules and regulations.**
- ~~The Mutual Corporation may impose a fine pursuant to the Fine Schedule, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet. The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.~~
- The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.
- Resident pet owners are required to control noise and odor caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.
- All quadruped pets brought into the Mutual by a resident pet owner shall have been spayed or neutered.
- No quadruped pet may be left unattended in any dwelling area for more than four (4) hours. All pets must be under the resident pet owner's control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers or service providers or other employees requiring access to an apartment where there are pets.
- Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is

(March 2023)

SEAL BEACH MUTUAL NO. ONE**AMEND****Rules and Regulations**

- Electric carts cannot be parked on a walkway or grass while being charged.
- Electric cords for charging cannot be placed across any walkway.
- Electric carts should not be parked in such a way as to interfere with the entry into or the exit from an apartment.
- Electric carts MUST have a current SBLW decal issued by the Security Department affixed to the lower left windshield or the front of the electric cart.
- Any electric cart being used in Mutual One must have sufficient liability and property damage insurance in case of accident.
- The owner is personally responsible for any property damage or personal injury to another resident or person or pet.
- Plans for the construction of a charging pad must be approved by the Golden Rain Foundation Physical Property Department.
- An electrical outlet may be installed, by permit, in the carport for the purpose of charging an electric cart. The approved contractor will tap into the existing lighting circuit and install a box and a switch in the locker and an approved outlet box outside the locker. All materials will be painted to match the garage space.
- A flat, monthly charge of \$_____ (determined on a case-by-case basis) will be paid by the resident to Golden Rain Foundation and Mutual One accounts. Periodically, the Mutual will monitor the outlet use for any changes in the flat-rate estimate.
- Maintenance of the electrical circuit is the resident's responsibility. Failure to comply with timely payments will result in the circuit being disconnected at the resident's expense.
- Upon resale or transfer of the share of stock, it is the responsibility of the resident, at his or her expense, to remove the electrical circuit and return the carport to its original condition, if the new buyer does not want the circuit.
- The Mutual encourages all residents to park any and all vehicles in carports as much as possible and obtain carport space and use for each vehicle they operate.

Any resident that fails to comply with the Electric Carts policy shall receive written notice of the violation and shall have ten (10) days to cure the violation (the "Cure Period"). If the resident fails to cure the violation within the Cure Period, the Mutual Board may fine the resident pursuant to the Fine Schedule.

9.3 Fine Schedule/Carports

A resident who fails to comply with the Carport Regulations may be fined by the Mutual Board pursuant to the **cumulative fine schedule outlined in Appendix A. Fine Schedule following progressive fine schedule:**

- ~~• Upon the first offense by the resident, the Mutual Board may issue an initial fine of \$50.~~
- ~~• Should the resident fail to cure the Carport Regulation violation within thirty (30) days after the issuance of the first offense fine, the Mutual board may issue a second offense fine against the resident in the amount of \$75.~~

(March 2023)

SEAL BEACH MUTUAL NO. ONE**AMEND****Rules and Regulations**

- ~~• Provided the resident fails to cure the Carport Regulation violation within thirty (30) days after the issuance of the second offense fine, the Mutual Board may issue a third offense fine against the resident in the amount of \$100.~~
- ~~• If the Resident fails to comply with the Carport Regulations after the Mutual Board has issued a third offense fine, for each thirty-day (30-day) period thereafter, the Mutual Board may issue a thirty-day reoccurring fine against the resident in the amount of \$100 until such time as the resident is in compliance with these carport rules and regulations.~~

10. TRAFFIC**10.1 Limitation of Vehicles Per Unit**

Mutual One will only approve one car per person per unit. At the time of Escrow closing, the shareholder will sign a document acknowledging this agreement. Security will only issue decals for the number of members per unit. In the event of any errors on the part of GRF security, the Mutual One rules and regulations regarding one car per person per unit will prevail.

10.2 Enforcement of Community Traffic Regulations

~~The Golden Rain Foundation has adopted a series of regulations for the control of traffic within the confines of Seal Beach Leisure World and it is the desire of this Mutual Board, in the interest of safety, that these regulations be observed and enforced.~~

~~The Mutual 1 Board will review the case of any Mutual resident whose record of violation is referred to the Board, and take one or more of the following actions:~~

- ~~• Direct a letter of warning to the offender.~~
- ~~• Appoint a Director or a Committee to confer with and warn the offender.~~
- ~~• Summon the offender to a regular or special Board meeting for a conference/ warning.~~
- ~~• Take Board action to find the offender in violation of the Occupancy Agreement and order eviction.~~

~~While it is customary for three violations to be accumulated in the file before a resident's record is referred to the Mutual Board by the Security Department, it is understood that a single violation may be of sufficient importance to be immediately referred to the Board for action.~~

~~In the interest of obtaining uniform application within the community, the Security, Bus and Traffic Committee of Golden Rain Foundation will be informed of action taken and its apparent results in each instance cited above.~~

10.3 Towing Vehicles

(March 2023)

LANDSCAPING/GARDEN RULES AND REGULATIONS

Landscape Areas, Trees and Shrubs

PURPOSE

These rules and regulations are adopted to enhance the enjoyment of the Mutual One living style by setting and enforcing standards for Mutual One landscaping.

These rules and regulations outline the shared responsibilities of Mutual One and its Shareholders. The Landscape Committee is entrusted with the management of landscaping including the responsibility for inspections and enforcement of these rules and regulations.

If all Shareholders follow the rules and regulations as outlined below, the landscape areas will display what most Shareholders would consider an appealing appearance of Mutual One, a benefit to us all as a good place to live and enhancement of property values in the event of resale.

GARDEN AREAS SIZES

Every Shareholder is allowed the privilege of a flowerbed area in front of their unit. Existing flowerbeds range in width from 24" to 36" and cannot be more than 36". The flowerbed must, however, conform and align with the existing flowerbeds in front of the building. Under no circumstances can flowerbeds exceed the width of the predominate flowerbeds in front of the building. The maximum permissible width of 36" is measured from the outer edge of the building/porch/patio toward the sidewalk, and must be aligned with the adjacent flowerbeds in a straight and contiguous alignment. At the time of sale, transfer of stock or remodel, extensions will be returned to the permissible width in conformity with the established predominant alignment in front of the building. The work will be done by Mutual One at the Shareholder's expense when a remodel occurs or as a Seller's expense upon sale of the unit.

The Mutual will advise residents of violations of these Rules and Regulations, in writing. If the violating Shareholder does not correct the violation within 30 days, the Mutual will make the correction(s) at the expense of the Shareholder. (Refer to Appendix A - Shareholder Garden Notice to Comply Letter.)

The Mutual's landscape contract includes routine trimming of shrubbery, cultivating and weeding. Rose bushes are pruned annually, usually in January.

LANDSCAPE RULES AND REGULATIONS:

- * Shareholders must contact the HELPLINE for any gardening requests or sprinkler service. Shareholders are prohibited from requesting such work directly from the landscapers.
- * Shareholder's "set limits" for Shareholder flowerbed areas are set by the existing flowerbed border. (Refer to Patio Rules and Regulations)
- * The Mutual reserves the right to determine if a Shareholder flowerbed area has become cluttered or unsightly. If so determined, the Mutual will send a 30 day written notice to the violating Shareholder. If further action is needed, the Mutual will take steps to bring the Shareholder flowerbed area into compliance at the expense of the Shareholder and the Shareholder will not be reimbursed for any discarded items. (Refer to Appendix A - Shareholder Flowerbed - Notice to Comply Letter.)
- * Containers on the ground in the standard Shareholder flowerbed area must be decorative. Nursery containers are not permitted.
- * Shareholders may plant greenery of their choice from the Mutual One approved planting list (page 7), at their cost, subject to the restrictions set forth in these Rules and Regulations.
- * Vines (all varieties) are not permitted. Vines provide ready habitat for rats and other small animals; they also increase humidity against all surfaces, causing dry rot.
- * All parts of all plantings must be at least 6" from the building/porch/patio and remain 18" below the eaves.
- * All non-conforming plantings will be cut back by the Mutual at the Shareholder's expense.
- * All plants/trees in the flowerbed areas with a trunk diameter of 4" or more will be removed by the Mutual at the Shareholder's expense.
- * All fertilization and plant pest control within the flowerbed area are the responsibility of the Shareholder at their expense. Pesticide application requires careful attention to prevent endangerment to others as well as danger to useful insects.

- * Flowerbed areas are cultivated, weeded, and trimmed by Contracted Landscaping Staff. Shareholders who desire to do that work themselves may alert Contracted Landscaping Staff by placing red flags within the flowerbed areas. Flags are available from Directors.
- * The staff members of the Contracted Landscaping Service are instructed to remove weeds from all flowerbed areas, including Baby's Tears, wild mint, and plants of the spiderwort family. All these plants are capable of spreading onto the lawns or invading neighboring flowerbeds.
- * In no instance are plants of any sort permitted to become entwined, lay upon, or in any manner touch a roof, an exposed beam, or any portion of a structure, as these conditions tend to invite termites, rats, and mice.
- * Any plant materials in the flowerbed areas whose roots are damaging the building structure, walkways, lawn area, or retaining wall must be removed at the expense of the Shareholder and the damages repaired at the expense of the Shareholder.
- * Plants not already trimmed to acceptable standards will be cut back, at the Shareholder's expense, when the structure is painted or repaired.
- * No more than 15 pots/containers will be allowed per side of personal flowerbed areas of common areas of an individual unit (end units 15 in front and 15 on the side). Under no circumstances should potted plants prohibit unit ingress or egress.
- * Any potted plants placed in the flowerbed areas must be in decorative pots - they may not be left in nursery containers. Potted plants are to be kept trimmed and in a healthy state. The flowerbeds are to be kept in an attractive state to avoid an overabundance of plants that can be an eyesore and attract black widow spiders, other spiders, bugs and rodents.
- * Care must be exercised to avoid over-planting flowerbed areas.
- * Patio furniture is not permitted in the flowerbed area.
- * Containers that have no drainage holes and standing water are not permitted, they are breeding grounds for mosquitoes.
- * Freestanding inanimate objects are permitted in Shareholder flowerbed areas, but shall be limited to six (6) objects.
- * Hanging objects on porches are limited to six (6).

- * Shareholders are prohibited from leaving unused gardening materials/equipment, empty pots, fertilizer, pavers, trash, newspapers, household items. water dishes or food of any kind in their flowerbeds and common areas. Units with outside storage cabinets cannot store fertilizers in the storage units or in the carport storage units (fire hazard). If not removed within 30 days, a 30 day written notice to correct will be issued.
- * At all times, entrance walkways, from the sidewalk to the structure/porch/patio, must be kept clear of potted plants and all other impediments, including electric carts. Nothing that will in any way impede the full use of the 36-inch-wide walkway and entry from the sidewalk to the entrance onto the porch is permitted to remain on the walkway. Plant materials must not extend outside the flowerbed limits, over scallop borders, walkways, turf areas, or onto neighboring flowerbed areas.
- * Block, brick or concrete must border each decorative walkway and between Shareholder flowerbed area and turf. Edging must be approved by the Architectural Committee, prior to installation.
- * Plants are not permitted on top of the Padmount transformer, cable vaults, and telephone vaults, hung or placed on Padmount enclosures (per policy 7492), telephone poles, or adjacent areas.
- * Plants must never rub against the building structure, stucco, or deco blocks.
- * All non-conforming plantings will be cut back by the Mutual at the Shareholder's expense.
- * All plants and trees must remain at least eighteen inches (18) below the eaves to allow access for inspection and maintenance (i.e., painting).
- * A maximum of six (6) hanging items is permitted which includes flower baskets, wind chimes or other artifacts. Plants must be kept trimmed, healthy and on non-rusting hangers.
- * Shareholder's of units A, and L, upon prior written Board approval, may be allowed to plant in the areas adjacent to the ends or sides (triangles in A and L) of their units. If the Shareholder has written permission to use the area, the Shareholder must follow the rules as to what plants are permitted and care for the planting, so as to keep them aesthetically appealing. Approval for these special areas may be revoked by the Board and the plants removed at any time without reimbursement to the Shareholder for the items removed. A 36" unencumbered aisle or dirt walkway will be maintained from the sidewalk to the front window of the 2nd bedroom to ensure unobstructed access for emergency personnel. Violation of

this requirement is not protected by a “grandfather” clause and any such plantings will be removed at the Shareholder’s expense without compensation.

- * Watering flowerbed areas is the Shareholder’s responsibility. Slow watering of plants all day or all night is not permitted. Watering plants without attendance is not permitted; this is to prevent flooding and over watering of the area. Hoses may not be left unattended if the water is on, and soaker hoses are not permitted.
- * If a flowerbed is deemed to be an eyesore by the Landscape Committee and provides hiding places for spiders and rodents, then the Shareholder will be asked, in writing, to clean it out. If the Shareholder does not clean out the “overgrown” flowerbed and/or overabundance of potted plants, then the Mutual will do it at the Shareholder’s expense, and the Shareholder will not be reimbursed for any plants, pottery, containers or non-authorized “items” in the flowerbed.
- * Flowerbed and patio solar lighting must be installed that such lighting does not interfere with mowing or edging.
- * Maintenance of solar lighting is the responsibility of the Shareholder.
- * The Landscape Contractor and/or Mutual will not reimburse the Shareholder for the damages to any flowerbed and/or patio lighting.
- * Any electrical lighting installations must be permitted by the Golden Rain Foundation Physical Property Department.
- * Shareholders may install holiday lighting and decorations in their flowerbed and/or porch/patio areas only with materials that are approved for outdoor usage.
- * Decoration of the walkway light poles and light globes is prohibited. Decorating or blocking the light in these walkway lights in any way can limit the necessary and appropriate light for safe passage through the area. Items that are placed on, in or around the walkway lights/poles (i.e., painting the globes, potted plants, planting in the ground, ornamental items or items that block the light, placed around the poles, will be removed with no compensation to the Shareholder.
- * The limited planting area around Shareholders’ units does not allow for the planting of trees in the ground.
- * Trees are allowed (above ground in pots) but cannot have roots extend through the pot into the soil of the flowerbed area and cannot come into contact with the unit walls or exterior decor.

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- * Shareholders with fruit trees in pots (fruit trees are prohibited from being planted in the ground in the flowerbed area) are required to keep the ripened fruit picked and remove any fallen fruit immediately to deter rodents. For any non-compliance, the Shareholder will be notified and given 30 days to comply, otherwise, the fruit tree will be removed by the Mutual at the Shareholder's expense with no compensation.
- * Fruits and vegetables are permitted to be grown in pots (not in the ground) in the Shareholder's flowerbed area.
- * Free-standing, hanging, and inanimate objects are permitted within the Shareholder's flowerbed area with the following limitations:
 - * Limit of 6
 - * May not flash, blink, spin, rotate, or cause a public nuisance of any kind
 - * Decorations, including holiday decorations, landscape or accent lighting, wall mounted flags and lanterns, for sale, patio sale, yard sale, and political campaign signs, as long as erected and taken down in a timely manner
 - * No signs may be placed on common property
 - * Every effort should be made not to disturb or adversely affect neighbors with the installation and operation of flood or security lights
 - * The Board may request a Shareholder remove an item(s) if surrounding Shareholders complain
 - * Commercial advertising signs and flags are prohibited

COMMON AREA MAINTENANCE & USE

Common areas/turf areas are described as the ground areas located outside the unit's flowerbed area. The Mutual is responsible for the maintenance of this area. Laundry room planters are a part of the Mutual's landscape/lawn property - they are not for the Shareholders' use. If a Shareholder infringes upon this area, the Mutual will ask the Shareholder to remove such infringements and removed with no compensation to the Shareholder.

Shareholders are not permitted to install, maintain, remove, or relocate plants or any other landscaping or non-landscaping materials in the common or turf areas, around trees, irrigation corners on greenbelts, or around walkway light poles. Any items, including plants and other landscaping material that is placed in the common/turf area by a Shareholder may be removed at the Shareholder's expense. Directors have the authority to authorize such removal.

Shareholders are not permitted to install, relocate, or adjust common/turf area sprinklers. Shareholders are not permitted to hand water common/turf areas except for areas inadequately irrigated by the sprinkler system.

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The Mutual will not plant or replace trees in common or turf areas that have less than an eight foot clearance from planting to the sidewalk and/or entrance walkway.

Temporary use of common/turf areas by Shareholders, requires prior written approval by a Director (examples could include a picnic, party, moving, construction material storage, etc.).

Walkway lights may not be decorated, have anything attached to them or any items (plants or decorative) placed at the base of the walkway light pole on common/turf areas.

Any damages or fees incurred by the Mutual for items placed in the common or turf areas by Shareholders will be the responsibility of the Shareholder.

Common/turf area trees will be removed due to age or disease and may be replaced with approval from the Board of Directors. Shareholders can speak to the Landscape Chairperson about donating a tree to the Mutual greenbelt area.

APPROVED AND PROHIBITED PLANTS

The list of approved plants is shown below (no other plants are to be placed in the flowerbeds). If a Shareholder has a question about a plant that does not appear on the approved list, the Shareholder needs to contact the Mutual One Landscape Chairperson for clarification and obtain written approval from the Chairperson prior to planting. If planted without prior written approval, the Mutual will remove, at its discretion, the offending plant(s) at the Shareholder's expense.

Approved Plant List:

If a Shareholder has a question about a plant that does not appear on the approved plant list, the Shareholder needs to contact the Landscape Director for clarification and written approval prior to planting. If planted prior to written approval, the Mutual will remove, at its discretion the offending plant, at the Shareholder's expense.

Daylily
Santa Barbara Nandia Gulfstream
Nandia - Gulfstrea
Raphilolepis - Pink Lady
Agepanthus
Fuchsia
Roses
Verbena

Mexican Sage
Marjorie Channon Pittosporum
Duranta
Heather - Mexican Heather
Holy Family
Hydrangea
Lily of the Nile
Linrope

approved plant list continued:

Pyracantha
Hot Lips Sage
Heaven's Breath
Statice Plant
Echeveria
Kniphofia-Red Hot Poker
Penniselium Fairy Tails
Euonymus Variegated
Vinca

Cape Honeysuckle
Lantana Little Lucky
Blonde Ambition
Carrissa Green Carpet
Aloe
Carex (Foothill Sedge)
Pink Muhlygrass
Impatiens

Prohibited Plant List:

Flowers or plants on the non-approved list shall not be planted in the garden area effective as of the date of the adoption of these rules. Additional prohibited flowers and plants may, in the future, be added to the list by the Board of Directors. The common name of the non-approved plants will be listed first, and the botanical or Latin names will follow in parentheses.

Asparagus Fern (Myer's Asparagus) Asparagus densiflorus, Myer's Cactus, large cactus
Ivy (Hedera helix)
Wild Mint (Mentha arvensis)
Spiderwort (Tradescantia Virginiana)
Bamboo (bambusa vulgaris)
Ficus (Ficus spp.)
Palms with a trunk diameter larger than 4 inches
Elephant Ears (Colocasia Esculenta)
Firestick Plant (Euphorbia Tirucalli)
Split Leaf Philodendron (Jade)
All vines

NOTE: Any tree or plant will be removed if deemed by the landscaper or Physical Property Inspectors to have roots that will cause damage to the sewers or infrastructure.

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ENFORCEMENT

Any Shareholder that does not adhere to the flowerbed area Rules and Regulations requirements will be advised in writing of the problem(s) that needs to be corrected. If the Shareholder does not correct the problem(s), the Mutual will cause the correction to be made at the Shareholder's expense. The Internal Dispute Resolution (IDR) process is available for any disputes or concerns.

At the time of sale or transfer of the share of the unit, any vegetation not in compliance with these Rules and Regulations, including vegetables and fruit trees, in the Shareholders flowerbed area, shall be removed and remediated at the Seller's expense.

Final inspection and signing of escrow shall not take place until the above changes have been completed.

ADMONITIONS

Use of leaf blowers by Shareholders is strictly prohibited.

Legally, shopping carts from stores and markets that are brought into Leisure World are considered stolen property. TAKE THEM BACK.

Shareholders with a four-legged pet must clean up after their pet if it relieves itself in any area of the Mutual. Defecated material destroys grass and is a costly hazard to the landscapers.

Easily transported trash or other small items for disposal should be placed into the trash bins provided. Trash or other items may **NOT** be left on the ground, on the cover of a trash bin, or on the wall of the trash enclosure.

ANY and all electronic waste (computers, toasters, televisions, household furniture, etc., must be take to the Maintenance Yard (located at the very end of Golden Rain Road) and disposed of properly. DO NOT LEAVE THESE ITEMS IN THE TRASH BIN AREA.

Large, heavy items not destined for donation and pick-up by some organization must not be placed into a dumpster, or left on the ground adjacent to the dumpster. These types of items must be takes to a special dumpster located on the street opposite the

Mini-Farm. If that is inconvenient, contact a Director who will arrange for the item(s) to be transported to the Mini-Farm area (Shareholder will be charged a fee for this service).

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If large, heavy trash items are abandoned at or near a dumpster in the Mutual, the cost to properly dispose of these items will be charged to the owner, if the owner is identified. If the owner is not identified then the Mutual will have to pay for it and that means that all of Mutual One Shareholders pay for the removal of your abandon items when you leave them at the dumpster.

Be careful with hanging baskets, pots, hummingbird feeders (no other type of bird feeders are permitted), and any other items that hang from the eaves. If the item is too heavy, it may damage the eaves. If not well-fastened, it may be blown off by a strong wind and break a window or injure someone.