A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL THREE
September 14, 2018
Meeting begins at 9:00 a.m.
Administration Building Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. SHAREHOLDER COMMENTS **(2-3 minutes per shareholder - agenda items only)**

3. ROLL CALL

4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

   Ms. Stone, GRF Representative
   Ms. Hopkins, Mutual Administration Director
   Mr. Van Horn, Building Inspector
   Ms. Villalobos, Recording Secretary
   Ms. Greene, Recording Secretary

5. APPROVAL OF MINUTES:
   Regular Meeting Minutes of August 10, 2018
   Special (Agenda) Meeting Minutes of September 4, 2018 (p.3)

6. BUILDING INSPECTOR'S REPORT — Mr. Van Horn
   Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests **(handout)**
7. GRF Representative — Ms. Stone

8. **UNFINISHED BUSINESS**
   a. Update on the Repipe Project — Mr. Turis
   b. Update on the Scalping — Mr. Campbell
   c. Discuss and vote to ratify amended/posted Policy 7502.03 Carport Regulations (p.4-11) — Ms. Ginthner
   d. Discuss and vote to rescind motion to adopt Policy 7541- Co-Occupants, Qualified Permanent Residents and Health Care Providers (p.12-13) Ms. Ginthner

9. **NEW BUSINESS**
   a. Update on Semi-Annual Fire/Safety Inspections — Mr. Turis
   b. Discuss and vote to approve/deny that Physical Property Department go out to bid for Landscape Maintenance Contract (p.14) — Mr. Campbell
   c. Discuss and vote to approve/deny that Physical Property Department go out to bid for Tree Trimming Contract (p.15) — Mr. Campbell
   d. Discuss and vote to approve/deny Brightview remove hibiscus at carport 47 (p.16) — Mr. Campbell
   e. Discuss and vote to approve/deny amount of additional guest passes for 2019 (p.17)

(9/7/2018cv)

STAFF BREAK BY 11:00 a.m.

10.	SECRETARY / CORRESPONDENCE	Ms. Hart
11.	CHIEF FINANCIAL OFFICERS REPORT	Ms. Ledbetter
12.	MUTUAL ADMINISTRATION DIRECTOR	Ms. Hopkins
13.	ANNOUNCEMENTS **a. NEXT MEETING: October 12, 2018. 9:00 a.m.** **Administration Building, Conference Room A**	
14.	COMMITTEE REPORTS	
15.	DIRECTORS' COMMENTS	
16.	SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)	
17.	ADJOURNMENT	
18.	EXECUTIVE SESSION	

STAFF WILL LEAVE THE MEETING BY 12:00 p.m.

(9/7/2018cv)

MINUTES OF THE SPECIAL (AGENDA) MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL THREE

September 4, 2018

A Special Meeting of the Board of Directors of Seal Beach Mutual Three was called to order by Vice President Turis at 11:10 a.m. on Tuesday, September 4, 2018, in Building 5, Physical Property Conference Room C.

Those members present were: President Ginthner, Vice President Turis, Chief Financial Officer Ledbetter, and Directors Harris, Campbell and Robertson.

The purpose of the meeting was to discuss and establish agenda items for the September 14, 2018 Regular Monthly Board Meeting.

President Turis adjourned the meeting at 11:40 a.m.

DRAFT

_____

Attest, Dianne Hart, Secretary
SEAL BEACH MUTUAL THREE
cv 9/5/18

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY AMENDED/POSTED POLICY 7502.03 – CARPORT REGULATIONS (UNFINISHED BUSINESS ITEM C)
DATE: SEPTEMBER 14, 2018
CC: MUTUAL FILE

At the July13, 2018, Board Meeting, the Board of Directors amended Policy 7502.03 – Carport Regulations.

The 30–day posting requirement has been met and on September 14, 2018, the Board of Directors will vote to ratify the amended/posted Policy 7502.03 – Carport Regulations. (attached).

I move to ratify amended/posted Policy 7502.03 – Carport Regulations.

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS **AMEND DRAFT**

Carport Regulations – Mutual Three

A. Carport Storage and Maintenance

1. It is the responsibility of every shareholder to maintain the carport floor that the shareholder has been assigned. The shareholder must assure that, at all times, the carport floor remains in a clean and dry condition. Various grease and other contaminants from vehicles may be dried and contained by, among other things, sprinkling kitty litter, which must then be swept up.

2. Cabinet doors must remain closed at all times.

3. Any items, personal effects, belongings, chattels, or materials ("Personal Property") that a shareholder wishes to store in the carport, must be contained completely within the carport cabinets in a manner which allows the cabinets to be closed and locked, except as stated in Section A, Paragraph 5.

4. The storage of fuel oil or any combustible material in the carport areas is strictly prohibited. Even though the two wooden raised cabinets are intended for locked storage, you may not store any fuel oil or combustible material of any kind in those cabinets, at any time. Fire or combustion could damage your belongs and your neighbors' belongings, and increase your liability.

5. The following four items are the only items for Personal Property that are permitted to be stored in carports outside of the cabinets (these items must be stored on the raised platform under the cabinet): (1) ladder (length not to exceed seven (7) feet, and which must be hung on or against the wall under the storage cabinet); (2) step stool; (3) two or three-wheeled bicycle; and (4) collapsible grocery cart. Even in the absence of a vehicle, the carport floor space may not be used to store any Personal Property, whether free-standing or in any type of container, except as specifically provided herein.

6. If a violation of this policy is found, then Mutual Three (3) will send thirty (30) day notice to the shareholder via First Class and Certified Mail. If the shareholder does not correct the violation, then Mutual Three (3) may remove the offending Personal Property at the shareholder's expense. The Personal Property will be stored for up to ninety (90) calendar days at the shareholder's expense. The shareholder may demand return of the Personal Property during this period, after expiration of which the same will be discarded. If there is any subsequent violation of this policy within one (1) year of the expiration of a ten (10) day notice, the Mutual will send a letter,

via First Class and Certified Mail, providing the shareholder with ten (10) days to correct the subsequent violation. Failure to comply may result in removal, storage, or disposal of the offending Personal Property, as described in this paragraph.

B. Carport Use

1. Your assigned carport floor is for parking of your self-propelled, land vehicle, in operating condition only.

2. When parked in the carports, all vehicles must be parked front end in.

3. The rear end of all vehicles must not extend beyond the drip line of the carport roof.

4. A motorcycle, three (3) wheeled vehicle, or an electric cart may occupy your carport car space in the absence of a car, but not in addition to a car.

5. All motor vehicles, golf cars, and gas or electric carts must have current DMV registration, current license plate tags, and proper insurance as mandated by the State of California.

6. All vehicles parked in any Mutual Three (3) carports must display a proper decal or label, as may be issued by Mutual Three (3), the Security Department, or other department within Leisure World Seal Beach. Notwithstanding the foregoing, the carport assignee may allow temporary, short-term parking of a vehicle used by a guest if a "Temporary Parking" form is approved by Mutual Three (3) and posted on the dashboard of the guest vehicle.

7. No boats or trailers of any size or kind may be parked in the carport at any time. No vehicles, including, without limitation, motorcycles, mopeds, electric, carts, golf cars, bicycles and tricycles, may be parked between self-propelled land vehicles in adjacent carport spaces at any time

8. Any vehicle in non-compliance with the rules in this Section B shall be subject to towing at the owner's expense pursuant to the Mutual Three (3) Towing Policy 7582.3.

Carport Regulations – Mutual Three

C. Carport Power and Electric Carts/Golf Cars

1. In order to receive permission to install a charging pad adjacent to the requesting-shareholder's apartment, the shareholder must submit plans to the Golden Rain Foundation ("GRF") Physical Property Department. The shareholder shall not install any charging pad until written approval is provided by GRF and Mutual Three (3), and all required permits are obtained. The charging pad must be removed, and the turf replaced, if any, at the shareholder's sole cost and expense, upon the sale or transfer of the shareholder's share of stock. All costs associated with the submission of plans and installation, maintenance, and removal of the charging pad, and any damages caused by the same, are the shareholder's sole responsibility.

2. Electric carts/golf cars may not be parked on a walkway or turf area while being charged. Electric charging cords may not be placed on or across any walkway at any time. Electric carts/golf cars may not be parked in such a way as to interfere with the entry into or the exit from an apartment or impede pedestrian or vehicle access to any apartment or facility in any manner.

3. No carport electrical outlets are allowed.

D. Carport Assignments

1. Carport assignments are controlled by Mutual Three (3). A record of assignments is kept in the GRF Stock Transfer Office.

2. A "Request for Temporary Rental/Use of Carport Space and/or Storage Cabinet Space" form may be obtained in the Stock Transfer Office, and must be signed by both parties and approved by Mutual Three (3) before renting or loaning your carport space to a Mutual Three (3) shareholder. Rental to someone other than Mutual Three (3) shareholder is not allowed under any circumstances. Signed forms must be submitted to the Stock Transfer Office and Mutual Three (3).

3. A request for carport re-assignment, if approved, is only temporary and valid only so long as both participating parties agree to the temporary change. Either party may withdraw from the agreement at any time, provided the Mutual Three (3) Board of Directors is notified by either party, in writing. Mutual Three retains, at all times, the authority to revoke and cancel this temporary change of carport assignment, at its sole discretion. The temporary re-assignment of carport spaces will automatically expire, without exception, in the event of a sale of the stock representing either apartment.

E. General

1. Any damages sustained to the carport or to any vehicles or other Personal Property located therein, are the sole responsibility of the assigned shareholder.

2. Mutual Three (3) encourages carport use, and recommends each shareholder attempt to obtain carport space for each vehicle they operate.

F. Additional Storage Cabinets

1. Shareholders are permitted to have a cabinet built directly beneath the existing cabinet in the carport under the following conditions:

   a. Before any cabinet is built or installed, shareholders must first obtain approval, in writing from Mutual Three (3), and must obtain approval and/or a permit from the GRF Physical Property Department.

   b. The dimensions of the new cabinet shall be 92½" (inches) wide by 28" (inches) deep by 48" (inches) tall (see Attachment 1), and the materials shall be 2" (inches) x 4" (inches) wood frame with ¾" (inches) plywood.

   c. The exterior painted color and hardware of the additional storage cabinet must match the existing cabinet.

   d. Sliding doors on the cabinet may be allowed on a case-by-case basis.

Carport Regulations – Mutual Three

e. If a new shareholder/resident does not want the lower carport cabinet, then the seller must return the space to the original format at the seller's expense.

f. The presence of the additional cabinet should not cause the back end of any vehicle parked there to extend beyond the drip line of the carport roof.

Attachment:

- **Carport Cabinet Sketch**

MUTUAL ADOPTION	AMENDMENT(S)
THREE: 04-15-68	03-08-91, 05-12-00, 04-14-06, 02-10-12 12-9-16

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS **AMEND DRAFT**

Carport Regulations – Mutual Three

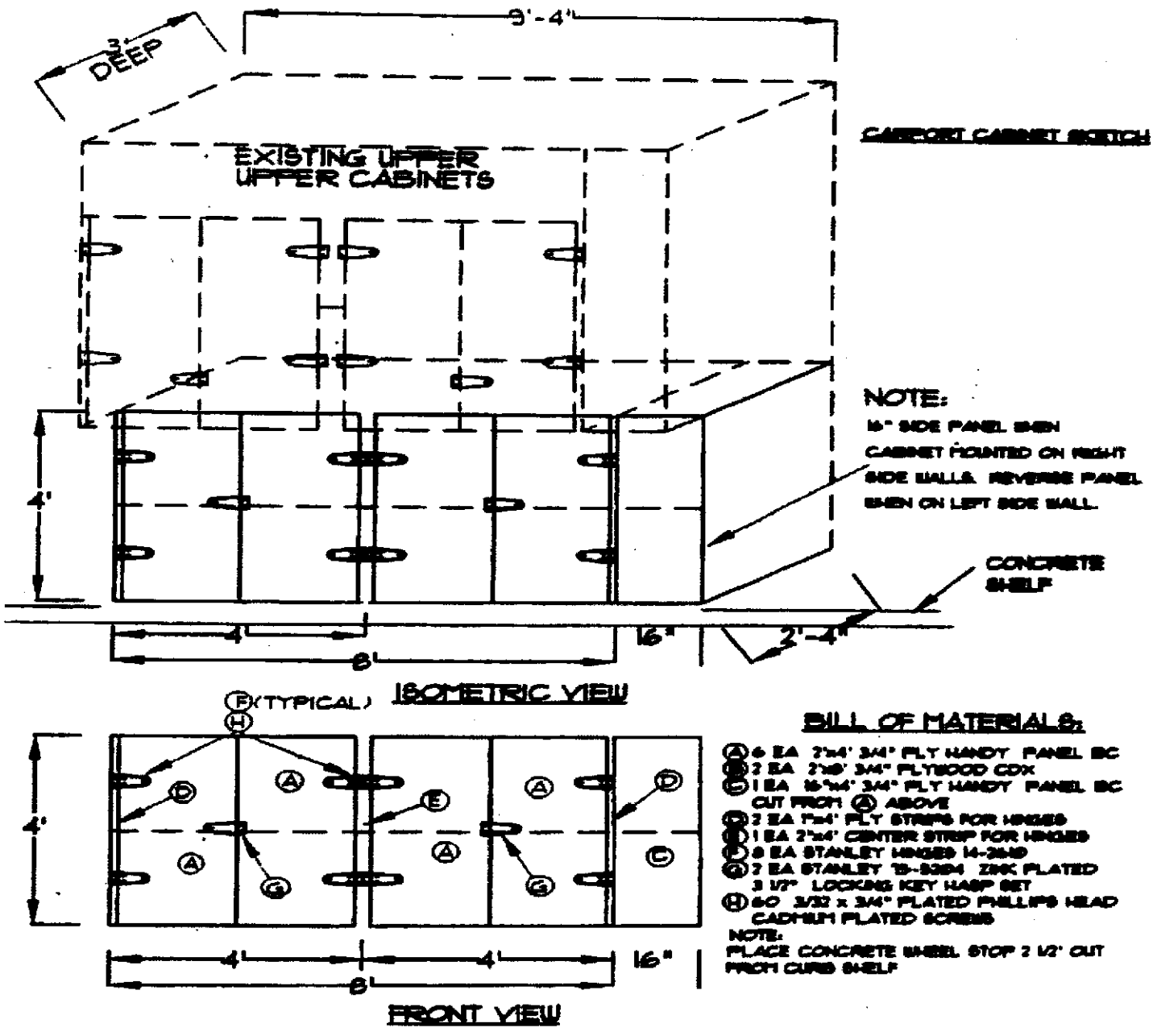
Attachment 1 to 7502.3

(draft created on 7-5-18)

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS **AMEND DRAFT**

Carport Regulations – Mutual Three



(draft created on 7-5-18)

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND MOTION TO ADOPT POLICY 7541- CO-OCCUPANTS, QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS (UNFINISHED BUSINESS ITEM D)
DATE: SEPTEMBER 14, 2018
CC: MUTUAL FILE

On August 10, 2018, the Board of Directors passed the following resolution: *RESOLVED, To adopt Policy 7541– Co-Occupants, Qualified Permanent Residents and Health Care Providers on a preliminary basis until the 30-day posting period is completed.*

At the September 10, 2018, the Board of Directors will discuss and vote to rescind this resolution.

I move to approve/deny to rescind the following resolution dated August 10, 2018: RESOLVED, To adopt Policy 7541– Co-Occupants, Qualified Permanent Residents and Health Care Providers on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS

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RESIDENT REGULATIONS

Co-Occupants, Qualified Permanent Residents and Health Care Providers

The community facilities of the Golden Rain Foundation are maintained for the use of members of Leisure World Seal Beach with the following exceptions:

1. Co-Occupants

   a. Senior citizens, as defined in California Civil Code Section ~~51.3 (c)(1)~~ **51.3 (b)(1)**, who are not members but are approved by the Mutuals to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9001 and 9002)

   b. In order to comply with section 51.3 of the California Civil Code, the following classes of citizens may reside in Leisure World Seal Beach.

      i.) Is 55 years of age or older
      ii.) Has completed the Co-Occupant Application
      iii.) Has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the dwelling unit.
      iv.) Has paid the required Amenities Fee to the Golden Rain Foundation

2. Qualified Permanent Residents

   a. Persons who are not senior citizens as defined in California Civil Code Section ~~51.3(c)(1)~~ **51.3(b)(1)**, who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section ~~51.3(c)2),~~ **51.3(b)(2)**, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9003 and 9004)

3. Health Care Providers

   a. Permitted health care residents, as defined in California Civil Code Section ~~51.3(c)(6)~~ **51.3(B)(7),** shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

(draft created on 7-30-18 ka)
(draft further amended on 8-29-18 ka)

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY THAT PHYSICAL PROPERTY DEPARTMENT GO OUT TO BID FOR LANDSCAPE MAINTENANCE CONTRACT(NEW BUSINESS ITEM B)
DATE: SEPTEMBER 14, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Three requests Physical Property Department go out to bid for a Landscape Maintenance Contract.

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY THAT PHYSICAL PROPERTY DEPARTMENT GO OUT TO BID FOR TREE TRIMMING CONTRACT(NEW BUSINESS ITEM C)
DATE: SEPTEMBER 14, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Three requests Physical Property Department go out to bid for a Tree Trimming Contract.

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY BRIGHTVIEW REMOVE A HIBISCUS AT CARPORT 47(NEW BUSINESS ITEM D)
DATE: SEPTEMBER 14, 2018
CC: MUTUAL FILE

I move to approve/deny that Brightview remove a hibiscus at carport 47, at a cost not to exceed $125 and authorize the President to sign the contract. .

Mutual Corporation No. Three

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY AMOUNT OF ADDITIONAL GUEST PASSES FOR 2019 (NEW BUSINESS ITEM E)
DATE: SEPTEMBER 14 2018
CC: MUTUAL FILE

At the October 13, 2017, Board meeting the Mutual Board of Directors passed the following resolution: *RESOLVED, To authorize the GRF Executive Director and/or Mutual Administration Director to issue two (2) ADDITIONAL Guest Passes, in accordance with GRF Policy 5536.1-33. Each guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of guest passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2017-2018.*

In accordance with GRF Policy 5536.1-33, up to four (4) additional guest passes may be issued to a Shareholder/Member per Policy terms and conditions. The GRF Executive Director and Mutual Administration Director, as agents for the Mutual Board, do hereby seek approval to issue up to four (4) Guest Passes or a lesser number of Guest Passes, as duly approved by the Mutual Board.

I move to authorize the GRF Executive Director and/or the Mutual Administration Director to issue _____ ADDITIONAL Guest Passes, in accordance with GRF Policy 5536.1-33. Each Guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of Guest Passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2019.

Date Board Approved: _____, 2018

Signature: _____, Print Name: _____
Board President or Secretary