

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
July 18, 2018
Meeting begins at 9:00 a.m.
Building Five Conference Room B

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):

Mr. Gould, GRF Representative
Ms. Hopkins, Mutual Administration Director
Mr. Meza, Building Inspector
Ms. Villalobos, Recording Secretary
5. APPROVAL OF MINUTES:
Regular Meeting Minutes of June 20, 2018
6. BUILDING INSPECTOR'S REPORT Mr. Meza
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 3-4)
7. GRF REPRESENTATIVE Mr. Gould
8. **UNFINISHED BUSINESS**
 - a. Approve/deny funds to pay for the tree removal at Unit 99-L, per Executive Session (p. 5)
 - b. Mutual Five Project Updates:
 - i. Roofing
 - ii. Re-pipe
 - iii. Swale
 - iv. Golden Rain Green (Re-do)
9. **NEW BUSINESS**
 - a. Discuss Adopting Policy 7585.05 Protocol for Enforcing Governing Documents (attached) (p.6-12)
 - b. Discuss Amending Policy 7425.05 Garden Areas, Trees, and Shrubs (attached) (p.13-17)
 - c. Appointment of Committee Members for the Carport, Policy, Emergency Information, Finance, Architectural, and an Administrative Assistant 2018-2019 term (p.18)
 - e. Open Roofing Bid packages
 - f. Discuss Presidents Council topic: GRF to hire three new Service Maintenance employees

STAFF SECRETARY BREAK 11:00 a.m.

- | | | |
|-----|---|-------------|
| 10. | SECRETARY / CORRESPONDENCE | Ms. Boryta |
| 11. | CHIEF FINANCIAL OFFICERS REPORT
a. Discuss purchasing a Certificate of Deposit (p.19) | Ms. Tran |
| 12. | MUTUAL ADMINISTRATION DIRECTOR | Ms. Hopkins |
| 13. | ANNOUNCEMENTS
NEXT MEETING: August 15, 2018, at 9:00 a.m.
Building Five - Conference Room B | |
| 14. | COMMITTEE REPORTS | |
| 15. | DIRECTORS' COMMENTS | |
| 16. | SHAREHOLDER(S)' COMMENTS (2-3 MINUTES) | |
| 17. | ADJOURNMENT | |
| 18. | EXECUTIVE SESSION | |

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

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(05) FIVE**

INSPECTOR: **Mike Meza**

MUTUAL BOARD MEETING DATE: **July 18, 2018**

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvement Values	RECENT INSPECTION	CONTRACTOR
91-L	KITCHEN REMODEL		08/22/17	02/09/18	\$7,000		BERGKVIST
110-D	REMODEL	BOTH	09/11/17	12/18/17	\$17,673	02/28/18 LATH/PLUMB	ROBERTS CONSTRUCTION
110-A	KITCHEN/BATH REMODEL	BOTH	09/30/17	04/17/18	\$37,000	FINAL 05/21/18	TOM JEAN CONSTRUCTION
95-L	COUNTER TOP	BOTH	10/02/17	02/02/18	\$5,325		WESTBY4HOMES
112-F	LOWER CARTPORT STORAG	GRF	10/05/17	11/15/17	\$500		HANDYMAN
91-E	HEAT PUMP	BOTH	10/09/17	01/20/18	\$3,300		GREENWOOD
111-F	EZ ACCESS TUB	BOTH	10/10/17	12/13/17	\$1,410	FINAL 01/12/18	NUKOTE
121-F	REMODEL	BOTH	11/20/17	05/25/18	\$160,000		HADI CONSTRUCTION
125-I	WINDOWS/SLIDER	BOTH	11/20/17	05/25/18	\$6,650	03/01/18 FINAL	SEAPORT WINDOWS
71-C	EZ ACCESS TUB	BOTH	12/01/17	01/11/18	\$1,410	FINAL 01/12/18	NUKOTE
115-A	EZ ACCESS TUB	BOTH	12/05/17	01/12/18	\$1,410	FINAL 01/12/18	NUKOTE
91-L	COUNTER TOP	BOTH	01/05/18	02/15/18	\$15,050		GRANITE TRANSFORMATI
118-K	WASHER/DRYER	BOTH	01/05/18	02/15/18		ROUGH 01/19/18	OGAN
118-K	WASHER/DRYER	BOTH	01/05/18	02/15/18		01/19/18 FRAM/ELEC/PLUMB	OGAN
118-K	WASHER/DRYER	BOTH	01/05/18	02/15/18	\$10,400	03/07/18 FINAL	OGAN
111-F	BATHROOM REMODEL	BOTH	01/08/18	06/15/18	\$15,000	03/06/18 FRAM/ELEC/PLUMB	NATIONWIDE PAINTING
111-F	BATHROOM REMODEL	BOTH	01/08/18	06/15/18	\$15,000	FINAL 04/03/18	NATIONWIDE PAINTING
106-H	EZ ACCESS TUB	BOTH	01/10/18	02/22/18	\$1,410		NUKOTE
72-A	FLOORING	GRF	01/11/18	02/28/18	\$1,400		BIXBY PLAZA
103-F	HEAT PUMP	BOTH	01/11/18	04/24/18	\$3,540		GREENWOOD
118-K	HEAT PUMP	BOTH	01/26/18	03/30/18	\$7,350	FINAL 04/06/18	GREENWOOD
113-I	PATIO DOOR	GRF	02/17/18	03/30/18	\$600	03/14/18 FINAL	LW DÉCOR
103-K	WALL HEATER	GRF	02/26/18	03/28/18	\$1,700		BERGIN ELECT.
118-K	EZ ACCESS TUB	BOTH	03/07/18	03/07/18	\$1,410		NUKOTE
121-K	HEAT PUMP	BOTH	03/09/18	06/20/18	\$2,900	FINAL 04/09/18	GREENWOOD
97-I	ROOM ADDITION	BOTH	03/10/18	07/06/18	\$79,000	FINAL 06/14/18	MP CONSTRUCTION
97-C	REMODEL	BOTH	04/02/18	06/11/18		04/16/18 FRAM/ELEC/PLUMB	CAL CUSTOM INTERIORS
97-C	REMODEL	BOTH	04/02/18	06/11/18	\$67,073	04/17/18 DRYWALL & LATHE	CAL CUSTOM INTERIORS
93-F	SKYLIGHT	BOTH	04/11/18	06/29/18	\$3,750		B.A. CONSTRUCTION
96-I	BATH REMODEL/WINDOWS	BOTH	05/01/18	08/31/18		05/09/18 FRAM/ROUGH PLUM	LOS AL BUILDERS
96-I	BATH REMODEL/WINDOWS	BOTH	05/01/18	08/31/18	\$13,110	FINAL 06/27/18	LOS AL BUILDERS
101-G	WASHER/DRYER & CLOSET	BOTH	05/01/18	07/02/18		05/16/18 plum/elec/framing	LOS AL BUILDERS
101-G	WASHER/DRYER & CLOSET	BOTH	05/01/18	07/02/18		05/21/18 DRYWALL	LOS AL BUILDERS
101-G	WASHER/DRYER & CLOSET	BOTH	05/01/18	07/02/18	\$10,740	FINAL 06/21/18	LOS AL BUILDERS
111-J	HEAT PUMP	BOTH	05/01/18	06/01/18	\$5,600	FINAL 05/11/18	ALPINE
100-K	BATH FLOORING	GRF	05/05/18	06/01/18	\$1,100	FINAL 05/10/18	MP CONSTRUCTION
96-B	KITCHEN CABINET/WINDOWS	BOTH	05/07/18	07/23/18		06/14/18FRAM/SHEAR/FLASH	MP CONSTRUCTION
96-B	KITCHEN CABINET/WINDOWS	BOTH	05/07/18	07/23/18		06/21/18 LATH/INSULATION	MP CONSTRUCTION
96-B	KITCHEN CABINET/WINDOWS	BOTH	05/07/18	07/23/18	\$26,000		MP CONSTRUCTION
106-G	HEAT PUMP	BOTH	05/07/18	06/07/18	\$7,400	FINAL 05/09/18	ALPINE
108-C	FLOORING/CARPET	GRF	05/07/18	05/30/18	\$3,000	FINAL 05/16/18	KARY'S CARPETS
94-I	FLOORING	BOTH	05/21/18	06/21/18	\$838	FINAL 06/08/18	G.L. GUNDERSON CARPET.
100-D	WASHER/DRYER	BOTH	05/21/18	07/15/18	\$6,500		J.C. KRESS
120-K	WINDOWS/SLIDER	BOTH	05/25/18	06/25/18	\$3,250	FINAL 06/08/18	BROTHERS GLASS
111-D	FLOORING	GRF	05/25/18	06/25/18	\$1,980	FINAL 06/05/18	KARY'S CARPETS
115-A	WINDOWS/SLIDER	BOTH	05/31/18	07/01/18	\$6,750	FINAL 06/08/18	SWENMAN COMPANY
92-E	FLOORING	GRF	06/01/18	07/01/18	\$3,600	FINAL 06/13/18	KARY'S CARPETS
95-L	GARDEN PAD	GRF	06/07/18	07/07/18	\$601		ANGUIANO LAWN CARE
114-H	SKYLIGHT REPLACE	GRF	06/15/18	07/15/18	\$1,700		M&M CONSTRUCTION
105-C	REMODEL	BOTH	06/20/18	11/15/18	\$101,425		J.C. KRESS
121-H	FLOORING	GRF	06/20/18	06/27/18	\$3,734	FINAL 06/27/18	V&S CARPET
119-B	WINDOWS/SLIDER	BOTH	06/20/18	07/06/18	\$3,200		BROTHERS GLASS
123-K	HEAT PUMP	BOTH	06/22/18	09/22/18	\$2,850		GREENWOOD
90-G	FLOORING	GRF	06/22/18	06/29/18	\$5,200	FINAL 06/28/18	MP CONSTRUCTION

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(05) FIVE**

INSPECTOR: **Mike Meza**

MUTUAL BOARD MEETING DATE: **July 18, 2018**

Unit #	Work Item	Inspection Type	Start Date	End Date	Amount	Status	Company
71-E	SOLAR TUBE	BOTH	06/25/18	07/16/18	\$1,400	FINAL 07/09/18	MP CONSTRUCTION
71-G	HEAT PUMP	BOTH	06/25/18	07/25/18	\$6,500		ALPINE
92-L	KITCHEN REMODEL	BOTH	06/25/18	07/03/18	\$7,384	FINAL 07/02/18	GRANITE TRANSFORMATI
106-D	FLOOR/KIT/BATH REMODEL	BOTH	06/30/18	09/18/18	\$19,815		LOS AL BUILDERS
116-A	KITCHEN REMODEL	BOTH	06/30/18	09/30/18	\$14,445		LOS AL BUILDERS
70-E	HEAT PUMP	BOTH	07/05/18	08/05/18	\$7,900		ALPINE
104-G	FLOORING	GRF	07/16/18	09/16/18	\$7,438		BIXBY PLAZA

ESCROW ACTIVITY

Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
69-K		05/18/18					
71-K		05/18/18	06/19/18	06/19/18			
72-D		07/10/17					
90-G		02/09/18	06/05/18	06/05/18			
95-H		03/29/18					
96-K	04/24/18						
97-J		03/21/18	06/12/18	06/12/18			
106-D		05/18/18					
108-C		04/12/18	06/26/18	06/28/18			
110-L		02/23/18	05/08/18	05/09/18	06/11/18	06/11/18	
111-D		04/12/18	06/05/18	06/05/18			
112-D		03/16/18					
114-L		03/13/18					
115-A		04/26/18	05/01/18	05/18/18	06/11/18	06/11/18	
120-K		04/04/18	04/17/18	05/14/18			
121-K							

SHADED AREAS HAVE BEEN SIGNED OFF

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

CONTRACTS

CONTRACTOR	PROJECT
BRIGHT VIEW	2020 Landscaping
EMPIRE PIPE	2020
FENN	2020 Insect, and Pest Control
CALIFORNIA RE-PIPE SPECIALIST	Aug, 2018- June, 2019 Re-Pipe 36 buildings
ERC INC.	Aug, 2018- June, 2019 Asbestos Removal

SPECIAL PROJECTS

Unit #	Contractor	Discription of Work

Calls and Visits to Units

40

*COMPLETED PATIO INSPECTIONS THRU OUT MUTUAL

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY FUNDS FOR TREE REMOVAL AT UNIT 99-L (UNFINISHED BUSINESS ITEM A)
DATE: JULY 18, 2018
CC: MUTUAL FILE

At the June 20, 2018 Executive Session meeting, the Board asked that this motion be placed on the July Regular Board meeting for discussion and approval.

I move to approve/deny funds for the tree removal at Unit 99-L.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AMENDING POLICY 7585.05 PROTOCOL FOR ENFORCING GOVERNING DOCUMENTS (NEW BUSINESS ITEM A)
DATE: JULY 18, 2018
CC: MUTUAL FILE

Discuss amending Policy 7585.05 Protocol For Enforcing Governing Documents. (attached)

I move to approve/deny amending Policy 7585.05 under title of Protocol For Enforcing Governing Documents or as Governing Document Compliance Corrective Measures and Fines on a preliminary basis until the 30-day posting period is completed.

PROTOCOL FOR ENFORCING GOVERNING DOCUMENTS

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Any activity, instance or circumstance that is an alleged violation of the governing documents will generally be processed according to the procedures outlined herein.

In the event any member of the Board of Directors or a Shareholder of Mutual 5 files an Alleged Violation Report form with the Board, the following steps will be taken:

- Step No. 1 Director Complainant: Director shall make the complaint via email or letter to the President. The information to be included: Name (if known), Unit #, Nature of the violation, Policy violated (if known), Picture (if possible), any other supporting documents or complete the Alleged Violation Report.
Shareholder Complainant: Shareholder shall complete the Alleged Violation Report.

- Step No. 2. If it is determined that the alleged violation has potential merit, proceed with Step No. 3.

- Step No. 3 Warning to Correct The President shall arrange for Mutual Administration to send a “Warning to correct” letter, which shall include: a) nature of the Violation, b) specific governing document violated (Policy Number, Occupancy Agreement, Bylaws, etc.) and c) the notice to “immediately correct but in no event later than 30 days.”

- Step No. 4** Notice of Intent to Impose Discipline (see attached form) When violation has not been corrected by the 30th day: or fewer days if so warned, send the “Notice of Intent to Impose Discipline” to the shareholder stating the nature of the alleged violation and the member’s right to appear before the Board of Directors at a hearing in executive session on at least 10 days’ notice by first class mail or by personal delivery, before a monetary fine and/or any other discipline.

Step No. 5. A hearing with the Board of Directors will be held, at the shareholder's option, so that the member may be heard and may present pertinent evidence, along with the testimony and evidence of interested persons.

Step No. 6. If the shareholder is found to be in violation of the Association's governing documents, the Board may exercise any of the following options:

(a) choose to correct (or cause to be corrected) the violation and assess the shareholder for the costs and expenses of doing so, including attorney's fees; and/or

(b) impose and assess monetary fine(s) against the shareholder pursuant to the Fine Schedule;

(c) suspend the shareholder's voting or other privileges (if applicable).

(d) seek a remedy in the legal system, including, without limitation, the imposition of a lien and/or foreclosure on the shareholder's property, where allowed by law;

Step No. 5. The shareholder will be notified as to any disciplinary action rendered by the Board of Directors within 15 days after such action.

NOTE: The governing documents are defined as the Bylaws, the Occupancy Agreement and the Policies.

ALLEGED VIOLATION REPORT

DATED: _____

I. PERSON MAKING REPORT NAME: _____
(Complainant) ADDRESS: _____
PHONE NUMBER: _____

II. Time, Place & Nature of Alleged Violation (fill in as completely as possible)
DATE: _____ TIME: _____ LOCATION: _____
NATURE OF VIOLATION: _____

III. VIOLATOR'S DESCRIPTION:
(Respondent)
NAME: _____
PHONE NO.: _____
ADDRESS: _____

IV. ADDITIONAL WITNESSES:
NAME: _____
ADDRESS/PHONE: _____
NAME: _____
ADDRESS/PHONE: _____

V. OTHER EVIDENCE (PHOTOGRAPHS, DOCUMENTS, ETC.) SUPPORTING
THE ALLEGED VIOLATION: _____

VI. SPECIFIC GOVERNING DOCUMENT VIOLATED (Cite exact provision of Declaration
of Covenants, ByLaws, Rules or Regulations violated):

VII. ORIGINAL COMPLAINANT:

The original complainant (person making this complaint) acknowledges that he or she must
agree to appear as a witness at any formal hearing hereon or the Board may refuse to consider the
alleged violation.

It is so acknowledged: _____
(Signature of Complainant)

NOTICE OF INTENTION TO IMPOSE DISCIPLINE

To Shareholder: _____

Please be advised that you are hereby given notice that the Board of Directors will hold a hearing on:

_____ (Date)
_____ (Time)
_____ (Place)

to consider the imposition of a formal warning or a monetary fine or other disciplinary measure against you concerning an alleged violation of the Association's governing documents, that is:

You have the right to attend the hearing and address the Board of Directors and to present any pertinent evidence on your behalf.

Please acknowledge your receipt of this notice and indicate, by checking the appropriate box (1) if you will contest the alleged violation and if so (2) if you desire the hearing to be held in executive session.

Very truly yours,

BOARD OF DIRECTORS

I hereby acknowledge my receipt of this notice and:

will not oppose the alleged violation or

will oppose the alleged violation and

desire a hearing in executive session.

Dated: _____

Signed: _____

PROCEDURE FOR SHAREHOLDER HEARING

1. Statement of alleged violation(s) by acting chairperson.
2. Shareholder in alleged violation decides to hold hearing in executive session or not.
3. (a) Each party will be entitled to make an opening statement, starting with the complainant's case;
 - (b) Each party will be entitled to produce documentary evidence and testimony and to cross-examine the opposing party and the opposing party's witnesses;
 - (c) Each party will be entitled to make a closing statement;
 - (d) Formal rules of evidence will not apply and all relevant evidence should be admitted, although hearsay evidence, by itself, will not be sufficient to support a finding;
 - (e) Any party will be permitted to waive the right to exercise his or her rights in any part of the hearing process, and the Board will be entitled to exercise its reasonable discretion in specifying the rules by which the hearing will be conducted, as long as the alleged violator is given an opportunity to confront and to cross-examine the evidence introduced by the opposing party and to be heard in his or her own defense.
4. Alleged violator, complainant and witnesses are excused.
5. Discussion and decision by the Board, or, that the matter will be taken under submission with a determination within 35 days after the hearing. Notice to shareholder given within 15 days of the imposition of disciplinary action, if any.
6. Adjournment.

DOCUMENTATION

Name of Shareholder: _____ Phone
Number: _____

Address: _____

Factual Findings on Issues: _____

Board ruling on any discipline to be imposed: _____

Additional Comments: _____

Date: _____ By: _____
SIGNATURE OF CHAIRPERSON

FINE SCHEDULE

1. If a member does not oppose the alleged violation or if the result of the hearing is a decision that a violation of the governing documents existed, a fine of \$100.00 may be imposed for each separate violation of the governing documents, subject to the following:
 - (a) If the violation is of a continuous nature and necessitates remedial action, the failure of the member to remedy the underlying situation or circumstance within 60 days of the imposition of the first monetary fine, will constitute a new and separate violation, subject to an additional fine of \$200.00. The failure of the member to correct the situation or circumstance within 120 days of the imposition of the first monetary fine will constitute a third separate violation, subject to an additional fine of \$400.00.
 - (b) If a member violates the same provision of the governing document on two separate occasions within any 12 month period of time, the fine for the second offense will be \$200.00. If the member violates the same provision three or more times within any 12 month time period, the fine for the third and subsequent violations will be \$400.00 each.
2. At any point, the Board may choose to use the legal system or cause a correction of a violation to effect a remedy or cure, and the member may be assessed the costs and expenses incurred by the Mutual, including attorney's fees.
3. Should a violation occur which causes the Mutual to incur a financial obligation or expense, then the member responsible for the violation shall be assessed the amount of the obligation or expense incurred by the Mutual. For example, if a member damages any common property, the repair and replacement costs will be assessed to the member.
4. The Mutual may also, under appropriate circumstances, suspend voting privileges.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AMENDING POLICY 7425.05 GARDEN AREAS, TREES, AND SHRUBS. (NEW BUSINESS ITEM B)
DATE: JULY 18, 2018
CC: MUTUAL FILE

I move to amend Mutual Five Policy 7425.05 Garden Areas, Trees, and Shrubs (attached). on a preliminary basis until the 30-day posting period is completed.

PURPOSE

This policy is adopted so that the landscaping of Mutual Five will present an environment that enhances the ambience of its surroundings and thus adds to the enjoyment of the cooperative living style of Mutual Five. It is designed to outline the responsibilities of the shareholder and the Mutual in accomplishing this aim.

1. **TURF AREAS** The maintenance of all turf areas is the exclusive responsibility of the Mutual.
 - a. Mowing: To facilitate mowing, any Board approved hardscape items shall be removed by the shareholder from the turf area before scheduled mowing begins and may be returned after mowing is completed.
 - b. No items, such as rugs that may impede mowers, may be placed on a walkway.
 - c. In performing their duties, the gardeners shall use labor-saving, efficient equipment, such as blowers, as per contract.
 - d. Mutual turf areas may be temporarily used by shareholders from sunrise to sunset for such reasons as, but is not limited to: yard sales, construction activity; moving; or picnics. Any damage to the turf from such activities shall be the financial responsibility of the shareholder.
2. **TURF AREA – TREES**
 - a. Tree removal or planting. After consultation with a certified arborist, a majority vote of the Board of Directors must be obtained prior to plant or remove any trees in the Mutual - except for storm damaged trees. Such damaged trees may be removed at the discretion of the Landscape Committee.
 - b. Shareholders are not permitted to plant or remove trees either on the common ground turf or within their gardens.
 - c. Tree wells: 1.) No plants may be added to or removed from three wells. 2.) Board approval is required to install any hardscaping materials such as benches, statuary, etc., in the tree wells. 3.) Shareholders are not permitted to hand-water the tree wells.
 - d. **All pruning shall be done under the direction of a certified arborist.**
3. **TURF AREA – SPRINKLER** Turf area sprinklers are the exclusive responsibility of the Mutual.

7425.5

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Garden Areas, Trees, Shrubs – Mutual Five Only

~~(Dec 15)~~

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- a. Shareholders are not permitted to install, relocate, or adjust sprinklers in turf areas. In order for the gardeners to have a true gauge of turf watering needs, shareholders are not permitted to hand water the grass or tree wells.
- b. Projects requested by shareholders which would result in changes in turf areas, such as patios, must be submitted to the Mutual Board in writing, and if approved, the cost of the project, will be at the shareholder's expense.
- c. Shareholders are asked to sweep walkways and avoid hose watering to conserve water.

3. GARDEN AREAS - MAINTENANCE

- a. Shareholders ~~are expected to maintain and~~ **must** water their garden. If a shareholder does not adhere to the requirements of the landscape policy, the Mutual will advise the shareholder, in writing, of the problem to be corrected. If the problem is not corrected, the Mutual may remove the plant material from the flower bed.
- b. The Mutual gardeners will trim and weed each shareholder's garden periodically.
- c. To opt out of this service, place red flags in the garden. Red flags are available from the Landscape Chair.
- d. Shareholders who decline gardening services are expected to keep their garden groomed and free of debris. If accumulated debris is not removed by the shareholder, the Mutual has the right to have gardening service perform this task, and it will be the shareholders responsibility for excessive costs.
- e. Plant materials or hoses must not extend outside the boundaries of the garden area (as defined by "scallop" or other mowing strips), sidewalks, entry walks, turf, or into neighboring gardens.
- f. Plants must remain clear of rain gutters and not become entwined, lie upon nor touch the roof, patio beams, or other parts of the building.
- g. A freestanding trellis may be utilized for plant support but must be installed far enough away from the building to prevent plants from touching or growing onto the building or deco blocks.
- h. Any plant materials within shareholder garden areas whose roots are, or by the nature of their growth pattern, may become damaging to the building structure, to walkways, to lawn areas, **to sewers** or to retaining walls must be removed. The Mutual may have the gardening service perform this task and any damages repaired at the shareholder's expense.
- i. In addition to plant material, only ornamental items are allowed in the garden area.
- j. Mosquito control: ~~saucers under all potted plants must be kept dry.~~ **Potted plants with saucers are not allowed.**

- k. **The Mutual shall add soil and or mulch to enrich garden soil annually or biannually as needed.**

7425.5

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Garden Areas, Trees, Shrubs – Mutual Five Only

~~(Dec 15)~~

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4. GARDEN AREAS - SPRINKLERS

- a. Shareholders are responsible for watering their own garden area.
- b. Sprinkler systems may be installed in garden areas by the shareholder. The sprinkler system may not be connected to the Mutual's automatic sprinkler systems. The shareholder's sprinkler system must be installed in accordance with code requirements for attaching sprinkler systems to water supply lines and must be maintained at the expense of the shareholder.
- c. The shareholder's sprinkler heads must be adjusted so as not to spray water onto the building structure. If the shareholder does not adhere to these sprinkler regulations, corrections or repairs will be done by the Mutual and charged to the shareholder.

5. GARDEN AREAS - SIZES

- a. Shareholders may have a garden area at the front of their apartment. The depth of this front garden area ~~shall~~ **may** match the adjacent apartments. Shareholders may comply with this standard at their own expense.
- b. Mowing strips, scalloped edging, or other approved dividers are required to be in place at the shareholder's expense.
- c. **Shareholder may reconfigure front garden area with approval of the Board.**
- d. Pursuant to Barbecue Policy 7427.G: "Propane, butane or charcoal barbecues shall be stored on the outside, open patio but never stored in an enclosed patio. If a unit has no patio, the barbecue must be covered and stored in the garden area adjacent to the main entry walkway."
- e. Shareholders of apartments A, F, G, and L may also have a garden area at the end of their apartment. Generally, the maximum depth of such a garden varies according to the design of each building. Changes to the size of the existing end gardens must be submitted in writing to the Board. The requested change shall be determined on an individual basis. Any planting done must not encumber entry to the attic by ladder or access to the meter panel.
- f. The garden area in front of bedroom windows or doors must have a 36" wide path allowing for egress in emergencies and/or entry of emergency personnel. Any violation of this requirement will cause such plantings to be removed at the shareholder's expense.
- g. The Mutual may allow a shareholder to have a garden area next to a laundry room. These garden areas may be requested in writing and may be granted on an individual basis.
- h. ~~When an apartment is for sale, the seller will be financially responsible for bringing the garden area into alignment with the adjacent apartments. The work shall be done by the Mutual's gardening contractor and will include, but not be limited to, the installation of~~

~~concrete blocks, re-sodding, reseeding, grade correction, the removal of plants and/or trees, and the relocation of sprinklers in turf areas. The seller will be advised in writing if the Mutual requires a change in the size of a garden area.~~

7425.5

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Garden Areas, Trees, Shrubs – Mutual Five Only

~~(Dec 15)~~

Page 4 of 4

~~If the Mutual requires the depth or width of a garden area to be reduced at a time other than during a potential sale, the Mutual will be financially responsible for having the width of the garden area reduced, except that the cost of removing plants or trees will be charged to the shareholder.~~

6. GARDEN AREAS – PROHIBITED PLANTS, FLOWERS AND BUSHES

- a. The following may not be planted in any garden area or in a container placed in the garden area: members of the tradescantia family i.e. ~~(such as wandering Jew and spiderwort or other~~ plants with a creeping root system), Yucca, citrus trees, or other fruit trees.

Note: A number of the above mentioned species have been planted in Mutual Five over the years. As units are sold, these plants are being removed, and may no longer be planted in shareholder's garden.

- b. Plants that may only be planted in containers with a stone root barrier underneath: asparagus fern, baby tears, bird of paradise, ivy, nasturtium, palm tree, mint and all bamboo (except heavenly).
- c. All vegetables must be grown in a half-inch metal mesh rodent resistant enclosure minimum height of two feet. Ripe produce must be removed in a timely manner to deter rodents.
- d. No trees maybe planted in the shareholder's garden area.
- e. **Only Decorative pots are allowed in garden area or on patios. Nursery plastic pots are not allowed.**
- f. Potted plants are not permitted on top of the pad mounted electrical transformers, nor may they be hung from or placed on pad mounted enclosures (per Policy 7492) or on telephone vaults. The area in front of the transformer door must be clear to a distance of eight (8) feet.
- g. Potted plants are not permitted on entrance walkways if they inhibit the 36-inch width entry requirement.
- h. If shareholders do not comply with these regulations, the Mutual will bring the garden into compliance at the shareholder's expense.

MUTUAL ADOPTION AMENDMENT(S)

FIVE 07-17-96 09-09-99, 08-15-01, 01-18-06, 03-15-06

03-18-08, 01-16-13, 05-21-14, 12-01-15

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPOINT COMMITTEE CHAIR/MEMBERS FOR THE CARPORT, POLICY, EMERGENCY, FINANCE, ARCHITECTURAL, AND ADMINISTRATIVE ASSISTANT FOR THE 2018-2019 TERM (NEW BUSINESS ITEM C)
DATE: JULY 18, 2018
CC: MUTUAL FILE

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Carport Committee.*

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Policy Committee.*

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Emergency Committee.*

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Finance Committee.*

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Architectural Committee.*

*I appoint _____ (Chair), _____, _____, as
the Mutual Five Administrative Assistant.*

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS PURCHASING A CERTIFICATE OF DEPOSIT (CFO REPORT ITEM A)
DATE: JULY 18, 2018
CC: MUTUAL FILE

I move to approve/deny that Mutual Five purchase a Certificate of Deposit in the amount not to exceed \$_____.