

AGENDA
REGULAR MONTHLY CONFERENCE CALL MEETING OF THE
BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
November 17, 2021
Meeting begins at 9:00 a.m.
Building 5, Conference Room B / Zoom Video and Conference Call

TO ATTEND: The Shareholder will be provided with instructions on how to access the call via telephone upon the Shareholder contacting Mutual Administration and requesting the call-in information. Please submit your information, including your name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, by no later than 3:00 p.m., the business day before the date of the meeting.

TO PROVIDE COMMENTS DURING MEETING: In order to make a comment during the open Shareholder forum, the Shareholder must (i) notify their parcel director of their intent to speak during Shareholder open forum, or (ii) submit their information, including their name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, by no later than 3:00 p.m., the business day before the date of the meeting.

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. SHAREHOLDERS' COMMENTS (limited to 2-3 minutes, agenda items only)
4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Mr. Thompson, GRF Representative
Mr. Meza, Building Inspector
Ms. Barua, Portfolio Specialist
Ms. Vasquez, Recording Secretary

5. APPROVAL OF MINUTES:
 - a. **Regular Meeting Minutes October 20, 2021.**
6. **BUILDING INSPECTOR'S REPORT** Mr. Meza
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (pp. 3-7)
 - a. Discuss and vote to approve revised patio plan for Unit 05-117J (pp. 8-10)
 - b. Discuss and vote to approve patio plan for Unit 05-121H (pp. 11-12)
7. **GRF REPRESENTATIVE** Mr. Thompson
8. **UNFINISHED BUSINESS**
 - a. Discuss and vote to ratify rescinded Policy 7708 – Listing Inspections and adopted Rule 05-7708-1 – Pre-Listing Inspections. (pp. 13-15)

9. **NEW BUSINESS**

- a. Monthly Finances (p. 16)
- b. Discuss and vote to approve contract with Roofing Standards. (p. 17)
- c. Discuss and vote to engage Wayne Louvier as Mutual Five's New Attorney (p. 18-25)
- d. Discuss and vote to adopt Form 05-7415-4 Encroachment onto Common Areas for Non-Exclusive Use (pp. 26-28)
- e. Discuss and vote to cancel December Board Meeting (p. 29)
- f. Discuss to authorize Attorney Wayne Louvier to review 50-1645-4 - Qualified Permanent Resident Agreement/ Application and 50-XXXX-X - Approval Co – Occupant Application.

STAFF BREAK BY 11:00 A.M.

- 10. SECRETARY / CORRESPONDENCE Ms. Shannon
- 11. CHIEF FINANCIAL OFFICER'S REPORT Mr. Cude
- 12. PRESIDENT'S REPORT Ms. DeRungs
- 13. PORTFOLIO SPECIALIST Ms. Barua
- 14. ANNOUNCEMENTS

- a. **NEXT REGULAR MEETING: Wednesday, December 15, 2021, at 9:00 a.m., via Zoom/Video Conference Call**

- 15. COMMITTEE REPORTS
- 16. DIRECTORS' COMMENTS
- 17. ADJOURNMENT
- 18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 12:00 P.M.

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE:	November, 2021	

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvement Values	RECENT INSPECTION	CONTRACTOR
71-B	BEDROOM REMODEL	BOTH	06/29/20	12/30/20	\$40,000	FINAL 02/10/21	MP CONSTRUCTION
110-F	ENTRY DOOR, WINDOWS	BOTH	09/08/20	12/31/20	\$8,000	FINAL 06/15/21	RS BUILT
113-D	FLOORING	GRF	10/06/20	11/30/20	\$7,000	FINAL 01/12/21	RS BUILT
95-L	HEAT PUMP	BOTH	10/29/20	November, 2021	\$8,134	FINAL 02/10/21	GREENWOOD
115-D	WINDOWS	BOTH	11/05/20	02/20/20	\$5,000	FINAL 01/15/21	MP CONSTRUCTION
106-J	SOLAR TUBE	BOTH	11/10/20	002/10/21	\$1,053	FINAL 01/15/21	SOLA TUBE
96-D	SHOWER CUT DOWN	BOTH	11/20/20	12/20/20	\$1,910	FINAL 01/26/21	NUKOTE
110-F	SHOWER TILE/ ENCLOSURE	BOTH	12/05/20	12/15/20	\$6,500	FINAL 02/10/21	JSB HOME IMPROVEMENT
103-C	HEAT PUMP	BOTH	12/07/20	03/07/21	\$8,125	FINAL 02/03/21	GREENWOOD
97-I	PATIO FLOORING	GRF	12/10/20	01/30/20	\$2,500	FINAL 01/30/21	MP CONSTRUCTION
119-F	HEAT PUMP	BOTH	12/16/20	03/16/20	\$3,700	FINAL 02/02/21	GREENWOOD
101-A	FLOORING	GRF	12/20/20	01/20/20	\$6,366	FINAL 01/12/21	KARY'S CARPET
71-B	FLOORING	GRF	12/28/20	02/28/21	\$4,945	FINAL 02/10/21	B&B CARPET
95-E	FLOORING	GRF	12/30/21	01/30/20	\$3,500	FINAL 01/12/21	KARY'S CARPET
121-B	ADD BATH/REMODEL	BOTH	01/04/21	08/30/21	\$41,450	FINAL 09/07/21	LOS AL BUILDERS
121-H	HEAT PUMP	BOTH	01/12/21	04/12/21	\$4,244	Final 04/12/21	GREENWOOD
97-H	PARTIAL ENTRY SIDEWALK	GRF	01/12/21	02/12/21	\$300	FINAL 02/10/21	MJ JURADO
109-I	SHOWER CUT DOWN	BOTH	01/12/21	02/12/21	\$2,815	FINAL 02/03/21	NUKOTE
110	SIDEWALK REPAIR	GRF	01/12/21	02/12/21	\$4,145	FINAL 02/10/21	MJ JURADO
104-C	LOWER CARPORT STORE	GRF	01/15/21	01/31/21	\$499	FINAL 01/28/21	IMAGINATION UNLIMITED
119-H	FLOORING	GRF	01/20/21	02/20/21	\$4,200	FINAL 01/28/21	KARYS CARPET
106-L	STUCCO WALL	GRF	01/21/21	04/21/21	\$3,500	04/21/21	RS BUILT
109-A	UNIT REMODEL	BOTH	01/25/21	04/15/21	\$61,005	FINAL 04/15/21	OGAN CONSTRUCTION
99-A	ADD BATH/REMODEL	BOTH	01/26/21	04/26/21	\$37,000	FINAL 04/15/21	NATIONWIDE
123-L	HEAT PUMP	BOTH	01/27/21	04/27/21	\$8,000	FINAL 04/26/21	GREENWOOD
70-C	COOKTOP/GLASSTOP	GRF	01/29/21	02/05/21	\$175	FINAL 02/05/21	OGAN CONSTRUCTION
95-J	FLOORING	GRF	02/01/21	03/01/21	\$5,800	FINAL 02/19/21	KARYS CARPET
106-F	RETRO WINDOWS	BOTH	02/08/21	04/08/21	\$9,567	FINAL 04/06/21	WINDOW WORLD
121-B	ASBESTOS REMOVEL	GRF	02/09/21	02/10/21	\$1,500	FINAL 02/09/21	LOS AL BUILDERS
96-L	UNIT FLOORING	GRF	02/09/21	03/15/21	\$8,000	FINAL 03/01/21	CAL CUSTOM INTERIORS
106-F	WINDOWS	BOTH	02/09/21	04/08/21	\$9,567	FINAL 04/08/21	WINDOW WORLD
72-G	HEAT PUMP	BOTH	02/10/21	05/10/21	\$4,000	FINAL 03/08/21	GREENWOOD
99-A	ASBESTOS REMOVEL FLR	GRF	02/11/21	02/15/21	\$2,100	FINAL 02/15/21	SIRRIS ABATEMENT
97-E	UNIT LIGHTS	BOTH	02/12/21	03/01/21	\$950	FINAL 04/13/21	JC KRESS
108-K	WINDOWS AND SLIDER	BOTH	02/16/21	03/02/21	\$9,800	FINAL 03/01/21	SEAPORT SASH & DOOR
102	RE-ROOF BUILDING	BOTH	02/17/21	05/17/21	\$132,720	FINAL 04/15/21	ROOFING STANDARDS
99	RE-ROOF BUILDING	BOTH	02/17/21	05/17/21	\$98,154	FINAL 04/15/21	ROOFING STANDARDS
69	RE-ROOF BUILDING	BOTH	02/17/21	05/17/21	\$122,094	FINAL 04/15/21	ROOFING STANDARDS
71	RE-ROOF BUILDING	BOTH	02/17/51	05/17/21	\$126,084	FINAL 04/15/21	ROOFING STANDARDS
126-L	PATIO AND SLIDER	GRF	02/17/21	08/30/21	\$9,800	FINAL 05/12/21	ACE MAINTENANCE
69-G	UNIT REMODEL	BOTH	02/20/21	09/20/21	\$65,000	FINAL 09/29/21	ALPHA MASTER
125-K	KITCHEN REMODEL	BOTH	02/23/21	03/17/21	\$23,800	FIANL 04/17/21	HADI CONSTRUCTION
107-E	HEAT PUMP	BOTH	02/24/21	05/24/21	\$5,700	FINAL 03/30/21	GREENWOOD
109-B	UNIT REMODEL	BOTH	03/01/21	08/30/21	\$80,000	FINAL 07/26/21	MP CONSTRUCTION
96-L	NEW PATIO	GRF	03/01/21	04/05/21	\$11,000	FINAL 04/13/21	MJ JURADO
124-H	FLOORING	GRF	03/01/21	03/20/21	\$6,200	FINAL 03/19/21	KARYS CARPET
110-C	CONCRETE SLAB, WALL	GRF	03/01/21	06/30/21	\$12,500	FINAL 06/29/21	MP CONSTRUCTION
116-H	HEAT PUMP	BOTH	03/10/21	04/10/21	\$5,100	FINAL 5/10/2021	ALPINE
122-I	HEAT PUMP	BOTH	03/03/21	06/03/21	\$3,300	FINAL 08/11/21	GREENWOOD
103-J	FLOORING	GRF	03/04/21	05/15/21	\$4,400	FINAL 04/30/21	B&B CARPET
93-I	KITCHEN TILE BACKSPLASH	GRF	03/15/21	07/15/21	\$925	FINAL 07/15/21	WESTBY4HOMES
97-E	CART PAD	GRF	03/19/21	04/19/21	\$817	FINAL 5/10/2021	ANGUIANO LAWN CARE
94-E	HEAT PUMP	BOTH	03/20/21	07/20/21	\$8,653	FINAL 06/17/21	SOUTHWEST HVAC

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza					
MUTUAL BOARD MEETING DATE:		November, 2021					
100-I	WINDOWS/SLIDER	BOTH	03/20/21	04/20/21	\$7,615	FINAL 04/26/21	OGAN CONSTRUCTION
69-G	HEAT PUMP	BOTH	03/22/21	09/22/21	\$7,925	FINAL 04/16/21	GREENWOOD
107-H	SHOWER CUT DOWN	BOTH	03/22/21	04/22/21	\$3,695	FINAL 04/22/21	NUKOTE
90-F	LOWER CARPORT STORE	GRF	03/25/21	04/15/21	\$499	FINAL 04/14/21	IMAGINATION UNLIMITED
90-G	LOWER CARPORT STORE	GRF	03/25/21	04/15/21	\$499	FINAL 04/15/21	IMAGINATION UNLIMITED
103-J	WASHER/DRY ELEC PANEL	BOTH	03/26/21	04/16/21	\$8,675	FINAL 04/23/21	MARK GAMBOA
106-H	SLIDERS AND WINDOWS	BOTH	03/30/21	05/30/21	\$10,000	FINAL 06/17/21	NATIONWIDE
116-J	BEDROOM FLOORING	GRF	03/30/21	04/30/21	\$850	FINAL 04/20/21	KARYS CARPET
123-C	MICROWAVE	BOTH	04/05/21	08/15/21	\$550	FINAL 07/07/21	LW DÉCOR
72-H	HEAT PUMP	BOTH	04/08/21	07/08/21	\$5,525	FINAL 07/07/21	GREENWOOD
98-I	HEAT PUMP	BOTH	04/08/21	06/08/21	\$3,500	FINAL 5/10/2021	HEATWAVE AIR & HEAT
93-L	KITCHEN COUNTER TOP	BOTH	04/10/21	05/31/21	\$3,500	FINAL 05/03/21	MP CONSTRUCTION
108-K	HEAT PUMP	BOTH	04/13/21	07/13/21	\$3,500	FINAL 05/04/21	GREENWOOD
98-I	ABATE ALL CEIINGS	GRF	04/14/21	04/14/21	\$1,500	FINAL 04/14/21	ERC
119-J	PATIO STORAGE	BOTH	04/15/21	06/15/21	\$2,950	06/15/21	ALPHA MASTER
95-J	PATIO STORAGE	GRF	04/16/21	07/31/21	\$4,875	FINAL 07/07/21	BA CONSTRUCTION
96-L	SLIDING DOOR DIN & BED	BOTH	04/19/21	04/30/21	\$14,500	FINAL 04/30/21	HADI CONSTRUCTION
126-A	KITCHEN CABINETS	BOTH	04/29/21	07/31/21	\$16,085	FINAL 09/10/21	FLAMINGO CABINET DOOR
93-A	FLOORING	GRF	04/30/21	05/30/21	\$6,500	FINAL 05/10/21	KARYS CARPET
104-L	FLOORING	GRF	05/01/21	06/01/21	\$4,000	FINAL 06/01/21	KARYS CARPET
107-H	RETRO WINDOWS	BOTH	05/03/21	06/10/21	\$11,000	FINAL 06/09/21	OGAN CONSTRUCTION
109-A	NEW PATIO	GRF	05/04/21	07/05/21	\$10,000	FINAL 07/05/21	MJ JURADO
109-B	HEAT PUMP	BOTH	05/05/21	06/05/21	\$7,600	FINAL 09/01/21	ALPINE
99-I	HEAT PUMP	BOTH	05/10/21	08/10/21	\$3,450	FINAL 08/09/21	GREENWOOD
119-H	SLIDING DOORS	BOTH	05/20/21	06/30/21	\$4,200	FINAL 06/21/21	BROTHERS GLASS
105-D	UNIT REMODEL	BOTH	05/15/21	11/15/21	\$45,000	Final 10/28/21	NATIONWIDE
109-D	SKY FLARE/ LIGHTING	BOTH	05/20/21	08/30/21	\$8,250	FINAL 07/15/21	MP CONSTRUCTION
109-G	UNIT REMODEL	BOTH	05/20/21	12/20/21	\$189,000	LATH 10/01/21	MP CONSTRUCTION
109-G	UNIT ABATEMENT	GRF	06/07/21	06/10/21	\$4,200	FINAL 06/10/21	UNIVERSAL ABATEMENT
126-A	FLOORING	GRF	05/25/21	06/30/21	\$2,200	FINAL 07/02/21	KARYS CARPET
109-I	HEAT PUMP	BOTH	05/26/21	08/26/21	\$3,685	FINAL 07/01/21	GREENWOOD
115-D	WASHER/DRYER	BOTH	06/07/21	06/28/21	\$8,800	FINAL 07/15/21	OGAN CONSTRUCTION
126-A	KITCHEN ELECTRICAL	BOTH	06/08/21	06/29/21	\$2,600	FINAL 09/01/21	MARK GAMBOA
106-E	GATE	GRF	06/15/21	08/31/21	\$920	FINAL 09/10/21	LOS AL BUILDERS
95-H	NEW PATIO	GRF	06/16/21	07/30/21	\$14,482	FINAL 09/01/21	MJ JURADO
110-H	GARDEN EXTEN/PAVERS	GRF	06/18/21	07/02/21	\$3,600	FINAL 07/01/21	J&J LANDSCAPE
95-G	CEILING ABATEMENT/ FAN	BOTH	06/21/21	07/06/21	\$0	FINAL 07/06/21	LOS AL BUILDERS
94-G	BATH ROOM REMDODEL	BOTH	06/21/21	08/31/21	\$11,630	FINAL 08/18/21	LOS AL BUILDERS
122-G	HEAT PUMP	BOTH	06/22/21	09/22/21	\$4,639	FINAL 07/21/21	GREENWOOD
97-L	CARPORT STORAGE CAB	GRF	06/30/21	07/15/21	\$750	FINAL 07/01/21	MJ JURADO
117-B	FLOORING	GRF	06/30/21	07/30/21	\$4,700	FINAL 08/18/21	KARY'S CARPET
117-J	UNIT REMODEL	BOTH	07/05/21	10/15/21	\$135,200	PLUM,ELEC,FRAM 08/26/21	JC KRESS
71-F	ELECTRICAL OUTLET	GRF	07/07/21	08/30/21	\$400	FINAL 08/05/21	NATIONWIDE
72-G	EZ ACCESS TUB	BOTH	07/08/21	08/08/21	\$2,500	FINAL 08/08/21	NUKOTE
110-I	INSTALL BATH SKYLIGHT	BOTH	07/10/21	10/31/21	\$3,300	FINAL 10/01/21	LOS AL BUILDERS
117-J	UNIT ABATEMENT	GRF	07/15/21	07/25/21	\$3,200	FINAL 07/24/21	JC KRESS
111-D	HEAT PUMP	BOTH	07/16/21	10/16/21	\$4,350	FINAL 08/24/21	GREENWOOD
98-I	FLOORING	GRF	07/19/21	08/19/21	\$2,248	FINAL 10/07/21	MAMUSCIA
108-C	RETRO WINDOWS	BOTH	07/20/21	11/25/21	\$5,500		LW DÉCOR
110-A	HEAT PUMP	BOTH	07/20/21	10/20/21	\$8,200	FINAL 09/10/21	GREENWOOD
93-E	BATHTUB/ FLOORING	BOTH	07/12/21	07/23/21	\$13,800	FINAL 07/23/21	HADI CONSTRUCTION
121-G	UNIT ABATEMENT	GRF	08/06/21	08/23/21	\$2,350	FINAL 08/18/21	UNIVERSAL ABATEMENT
70-K	WASHER AND DRYER	BOTH	08/09/21	08/23/21	\$7,940	FINAL 08/18/21	OGAN CONSTRUCTIN
99-K	FLOORING	GRF	08/15/21	09/15/21	\$4,450	FINAL 08/03/21	KARY'S CARPET
119-G	GLASS COOKTOP	GRF	08/23/21	0/27/21	\$220	FINAL 09/03/21	OGAN CONSTRUCTION
117-B	BATH COUNTER TOP	BOTH	08/30/21	09/03/21	\$1,425	FINAL 09/01/21	OGAN
124-K	FLOORING	GRF	08/30/21	09/30/21	\$7,687	FINAL 09/18/21	KARY'S CARPET
121-G	NEW PATIO	GRF	08/30/21	10/30/21	\$0	CHANGE ORDER PENDING	MP CONSTRUCTION

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza					
MUTUAL BOARD MEETING DATE:		November, 2021					
121-G	UNIT REMODEL	BOTH	08/30/21	10/30/21	\$165,000	DRYWALL/LATHE 11/01/21	MP CONSTRUCTION
120-K	FLOORING	GRF	09/01/21	10/15/21	\$6,100	FINAL 09/01/21	KARY'S CARPET
124-K	CENTRAL AIR	BOTH	09/07/21	12/07/21	\$6,150		GREENWOOD
125-L	CENTRAL AIR	BOTH	09/08/21	12/08/21	\$8,450	FINAL 09/30/21	GREENWOOD
99-J	SHOWER CUT DOWN	BOTH	09/09/21	10/09/21	\$3,695	FINAL 09/28/21	NUKOTE
102-I	CENTRAL AIR	BOTH	09/15/21	12/15/21	\$6,600	FINAL 09/15/21	GREENWOOD
98-L	NEW PATIO	GRF	09/15/21	10/30/21	\$12,770	FINAL 10/30/21	MJ JURADO
125-B	HEAT PUMP	BOTH	09/21/21	12/21/21	\$3,750		GREENWOOD
69-K	FLOORING	GRF	09/25/21	10/25/21	\$3,900	FINAL 09/28/21	KARYS CARPET
123-G	FLOORING	GRF	09/30/21	10/30/21	\$4,317	FINAL 11/01/21	KARY'S CARPET
93-E	COUNTER TOP, SKYFLARE	BOTH	10/01/21	11/30/21	\$9,500		HADI CONSTRUCTION
119-E	RETRO WINDOWS	BOTH	10/04/21	11/04/21	\$7,868	FINAL 10/07/21	SEAPORT SASH & DOOR
126-K	FLOORING	GRF	11/01/21	12/01/21	\$2,160		KARY'S CARPET
115-J	FLOORING	GRF	11/01/21	12/01/21	\$8,000		KARYS CARPET
93-A	ADD BATH/REMODEL	BOTH	11/01/21	04/30/21	\$45,000		MP CONSTRUCTION
118-L	FLOORING	GRF	11/01/21	12/01/21	\$8,775		KARY'S CARPET
91-D	SHOWER CUT DOWN	BOTH	11/02/21	12/02/21	\$3,895		NUKOTE
99-A	COUNTER TOP SINK FAUC	BOTH	11/04/21	12/30/21	\$6,000		NATIONWIDE
94-L	FLOORING THRU OUT	GRF	11/15/21	12/30/21	\$4,875		MAMUSCIA
103-I	KITCHEN REMODEL/WALL	BOTH	11/15/21	01/20/22	\$41,250		LOS AL BUILDER
120-K	SHOWER CUT DOWN	BOTH	02/07/21	03/07/21	\$2,815		NUKOTE
112-D	SHOWER CUT DOWN	BOTH	02/09/21	03/09/21	\$3,695		NUKOTE
108-C	SHOWER CUT DOWN	BOTH	02/14/21	03/14/21	\$2,815		NUKOTE

ESCROW ACTIVITY

Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE, CLOSING, CLOSED
69-K		08/30/21	10/06/21	10/11/21			14 7 31
71-A		11/02/21					
71-F		01/08/21	02/04/21	02/05/21	02/07/21	03/09/21	
72-E		10/14/20	12/14/20	12/14/20	12/27/20	02/19/21	
91-A		11/08/21					
93-A		12/10/20					
93-F		06/03/21	07/12/21	07/12/21	07/21/21	08/20/21	
94-L		09/24/21	10/11/21	10/11/21			
95-J		10/15/20	01/13/21		01/25/21	03/01/21	
96-E		07/26/21					
96-H		01/25/21	02/18/21	03/05/21	03/16/21	04/16/21	
96-J		01/08/21	02/01/21	02/08/21	02/21/21	03/09/21	
97-I		02/24/21	03/04/21	03/12/21	03/24/21	04/22/21	
98-I		01/24/20	02/02/21	02/05/21	02/20/21	03/10/21	
99-A		09/08/20	12/04/20	12/04/20	12/16/20	01/21/21	
99-I		03/19/21	04/13/21	04/23/21	05/02/21	06/01/21	
99-K		07/06/21	07/27/21	07/30/21	08/11/21	09/13/21	
101-I		07/09/21					
103-G		08/24/21					
103-J		11/02/20	12/29/20	01/05/21	01/17/21	03/09/21	
104-E		10/08/21					
104-L		10/01/21					
105-D		09/30/20					
108-K		11/05/21					
109-A		10/27/20	01/05/21	01/05/21	01/19/21	01/21/21	
109-B		12/22/20	01/14/21	01/19/21	02/01/21	02/19/21	
109-B		08/24/21					

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE							INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE:		November, 2021					
109-H		10/21/21	10/29/21				
110-C		10/27/20					
110-F		05/06/21	05/18/21	05/19/21	06/01/21	06/15/21	
111-F		11/05/21					
112-G	10/15/21						
114-I		07/22/21	09/23/21	09/28/21			
114-K		02/10/20	03/18/21	03/23/21	04/03/21	04/13/21	
114-L		07/09/20					
115-J		10/01/21	10/18/21	10/18/21			
116-G		09/17/21	11/03/21	11/03/21			
116-J		02/22/21	03/05/21	03/18/21	03/30/21	04/13/21	
117-B		07/14/21	10/05/21	10/11/21	10/23/21	11/01/21	
119-D		12/02/20	03/16/21	03/16/21	03/27/21	05/10/21	
119-E		01/25/21	02/23/21	03/01/21	03/13/21	04/06/21	
119-H		01/28/21	04/15/21	04/23/21	05/04/21	07/12/21	
119-G		07/21/20		06/23/21	07/06/21	08/20/21	
120-K		07/30/21	08/04/21	08/13/21	08/26/21	09/13/21	
121-G		04/09/21	05/10/21	05/26/21	06/08/21	06/21/21	
123-K		10/21/21	10/26/21	11/03/21			
123-L		12/02/20	12/15/20	12/17/20	01/03/21	01/22/21	
124-F		06/24/21	07/14/21	07/14/21	07/26/21		
124-H		03/19/21	04/06/21	04/06/21	04/18/21	05/13/21	
124-K		06/03/21	08/03/21	08/12/21	08/12/21	10/21/21	
125-B		06/24/21	07/06/21	07/06/21	07/17/21	08/20/21	
126-A		01/25/21	03/03/21	03/10/21	03/22/21	04/06/21	
126-K		09/17/21	09/28/21	09/28/21	10/10/21		
126-D		05/06/21	06/03/21	06/07/21	06/17/21	07/06/21	

SHADED AREAS HAVE BEEN SIGNED OFF

FI = Final Inspection FCOEI = Final COE Inspection ROF = Release of Funds

CONTRACTS

CONTRACTOR		PROJECT
J&J LANDSCAPE	AUGUST 8th 2022	Landscaping & Irrigation
EMPIRE PIPE	DECEMBER 31st 2022	Annual inspection
FENN	MAY 31st 2023	Pest and rodent control services
GRECO	JULY 1, 2022	Installing new meter doors thru out Mutual
ROOFING PROJECT		Buildings 100, 101, 113, 120 voting on contractor
MJ Jurado		Carport repiar/concrete 60,61 and 62,63 Starting 11/15/2021

SPECIAL PROJECTS

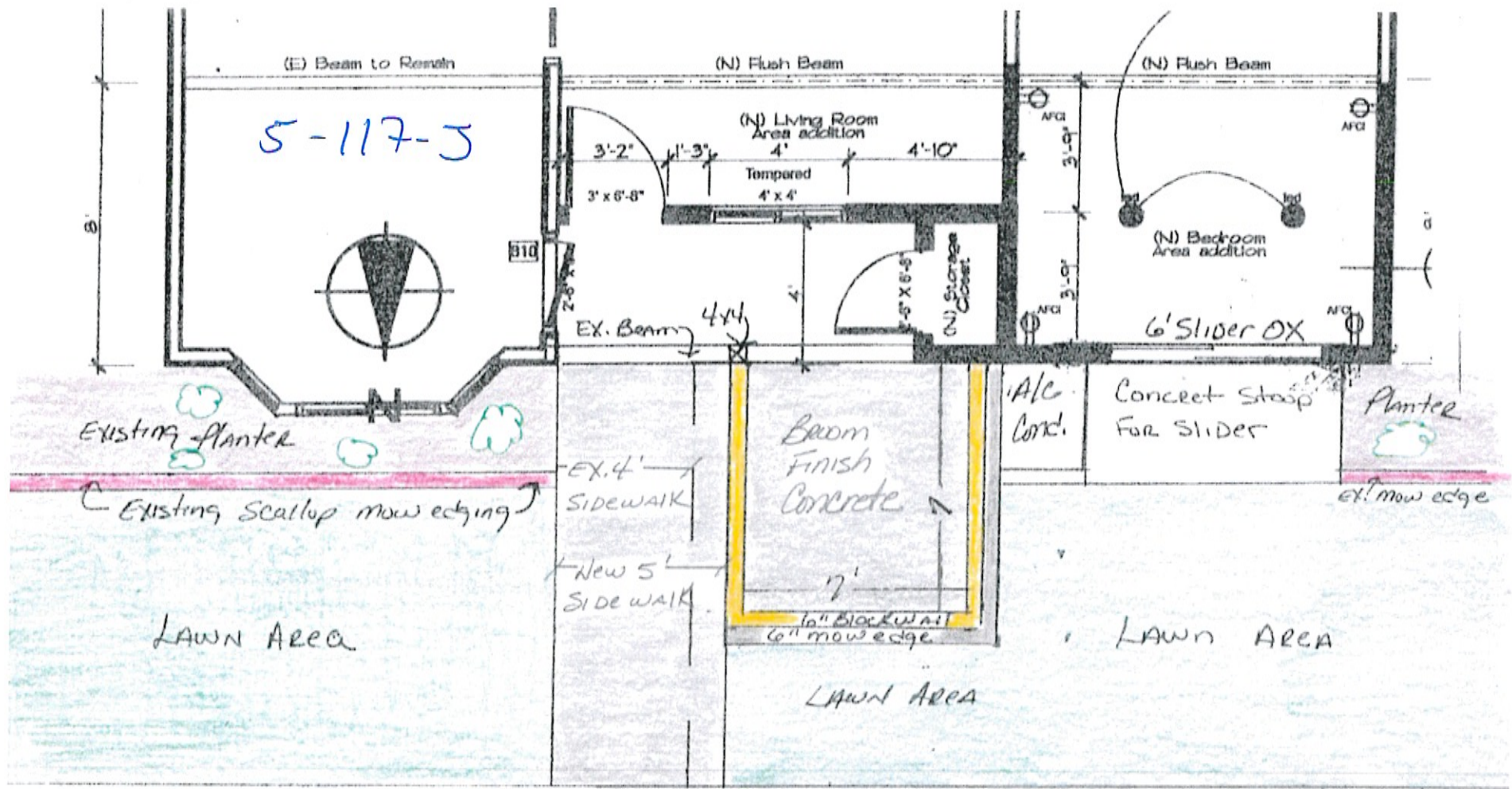
Contractor	Discription of Work
CALIFORNIA REPIPE	Smoke Alarms. Working on schedule.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE REVISED PATIO PROPOSAL FOR UNIT 05-117J (BUILDING INSPECTOR'S REPORT, ITEM A)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

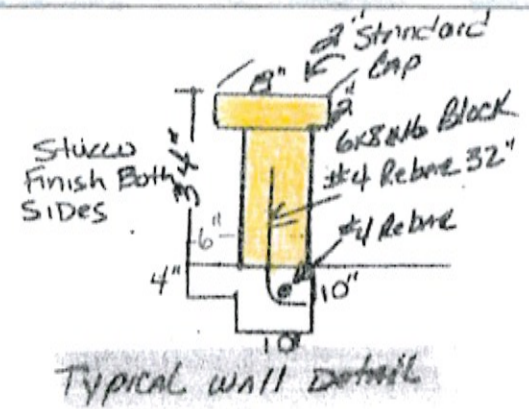
I move to approve the revised patio proposal for Unit 05-117J. Work to be done at the shareholder's expense.



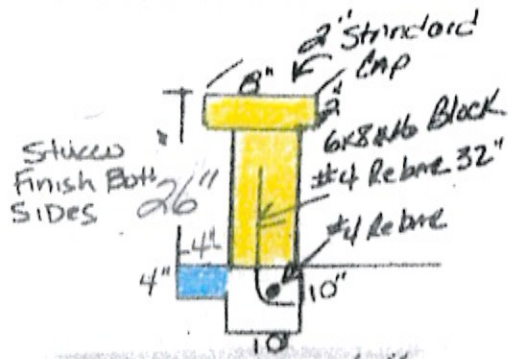
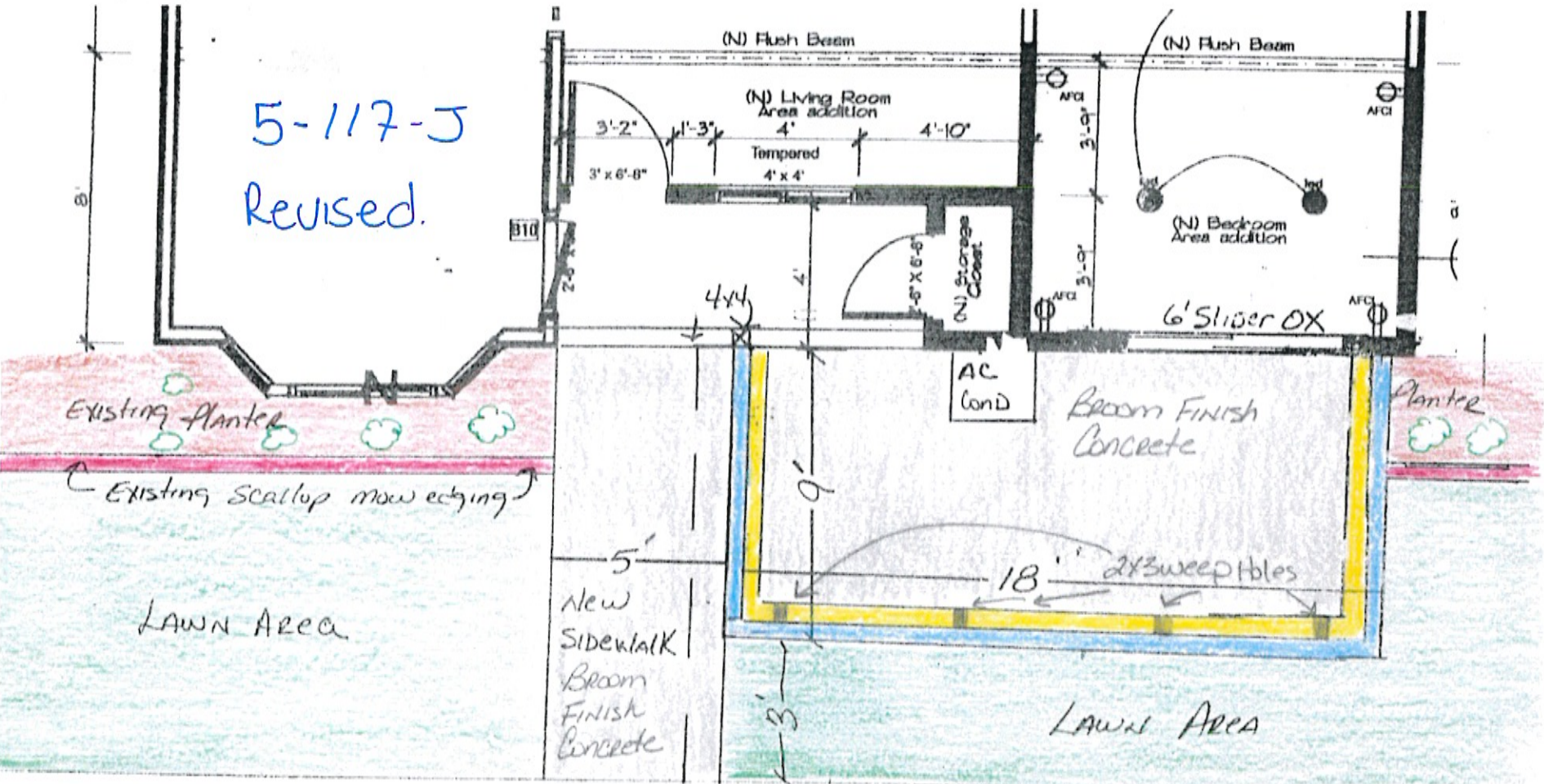
Public Walkway

Contractor
 J. C. Kress Constr.
 714 282 0559

Owner:
 Celestina Lowe
 1601 Golden Rain RD 117J
 mutual 5



5-117-J
Revised.



Typical wall detail
4'-2x3 sweep holes

Contractor
J.C. Kress Const.
714 282 0559

OWNER
Celestina Lowe
1601 Golden Row Rd 117J
mut. #5

REVISED 9-22-2021
Drawing #2

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE PATIO PROPOSAL FOR UNIT 05-121H
(BUILDING INSPECTOR'S REPORT, ITEM B)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

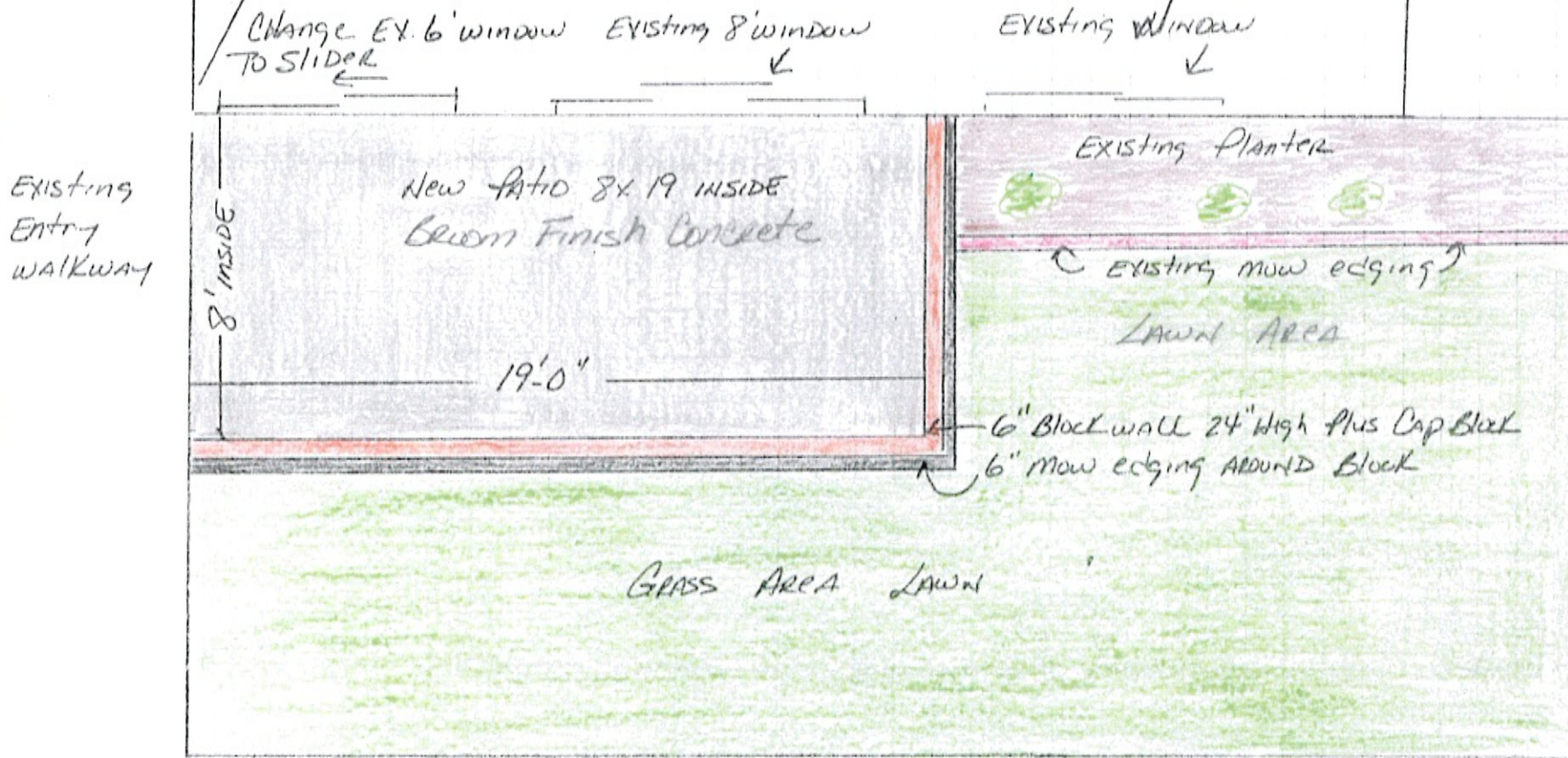
I move to approve the patio proposal for Unit 05-121H. Work to be done at the shareholder's expense.

UNIT I

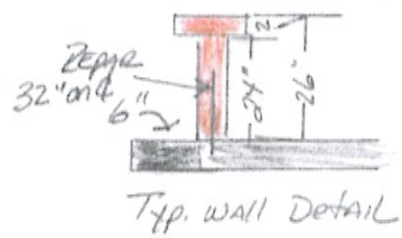
OWNER JENNIE BUSH
13500 Wentworth Ln 121H

5-121-H

UNIT G



Public WALKWAY



Standard 6x8x16 Block
 2" Cap Block
 #4 Rebar 32" on ϕ
 2x3 weep holes ever 48"

owner Jennie Bush
 13500 wentworth Ln 121H
 mt. 5
 Contractor: J.C. Kress Construction

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY RESCINDED POLICY 7708 – LISTING INSPECTIONS AND ADOPTED RULE 05-7708-1 - PRE-LISTING INSPECTIONS (UNFINISHED BUSINESS, ITEM A)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

I move to ratify rescinded Policy 7708 – Listing Inspections and adopted Rule 05-7708-1 - Pre-Listing Inspections; the 28-day posting requirement has been met.

MUTUAL OPERATIONS
ADMINISTRATIVE SERVICES

RESCIND

Listing Inspections All Mutuals Except Mutual 09

The present Occupancy Agreement requires that prospective sellers of Mutual stock obtain Board Waiver of Option before the stock is listed for sale. The Board of Directors of this Corporation requests that any Broker accepting a listing of stock complete the following steps before this listing is executed:

1. Deliver to the stock owner, who is requesting the listing, a copy of the Mutual Waiver of Option form. Notify the shareholder that this form must be executed by the Mutual Corporation before the listing can be taken.
2. Explain to prospective seller that a listing inspection will be made. Give the shareholder a blank copy of the inspection form.
3. Upon completion of the inspection, a copy of the completed inspection form will be sent to the seller.
4. When the prospective seller receives the completed inspection form, he/she should contact the Sales Representative that initially made contact and supplied the listing form.

MUTUAL ADOPTION

ONE:	27 May 82	NINE:	12 Apr 82 (see Policy 7708.09)
TWO:	01 Apr 82	TEN:	25 Mar 82
THREE:	09 Apr 82	ELEVEN:	15 Apr 82
FOUR:	21 Apr 82	TWELVE:	08 Apr 82
FIVE:	21 Apr 82	FOURTEEN:	26 Mar 82
SIX:	26 Mar 82	FIFTEEN:	19 Apr 82
SEVEN:	20 Aug 82	SIXTEEN:	09 Sept 82
EIGHT:	26 Apr 82	SEVENTEEN:	Not Applicable

(Nov-17)

SEAL BEACH MUTUAL NO. FIVE

ADMINISTRATIVE SERVICES

Pre- Listing Inspections

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The OCCUPANCY AGREEMENT requires that prospective sellers of Mutual stock obtain an INTENT TO WITHDRAW form and turn it in to Stock Transfer before the stock is listed for sale. Mutual Five requires that any broker or agent accepting a listing of Mutual Five stock must wait to list a unit until the following steps are completed:

1. A PRE-LISTING INSPECTION will be generated after the INTENT TO WITHDRAW form has been signed by the Mutual Five president or another officer.
2. The PRE-LISTING INSPECTION will take place after the INTENT TO WITHDRAW has been sent to Physical Properties. The inspection report will be forwarded to the listing agents.
3. Listing agents should not advertise, post signs, or install lock boxes on a Unit until the PRE-LISTING INSPECTION report is received.
4. NEW BUYER ORIENTAIONS will not be scheduled until Steps 1-2 are completed.
5. For sale signs that have been posted in units prior to the completion of Steps 1-2 will be removed by the Mutual.

Document History

Adopted:
20 OCT '21

Amended:

Keywords: Pre-Listings Inspections

22

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

I move 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 October 2021.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE ROOFING CONTRACT FROM ROOFING STANDARDS (NEW BUSINESS, ITEM B)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

I move to approve the contract from Roofing Standards to replace roofs on buildings 100,101,113, and 120, at a cost not to exceed \$539,168. Anticipated start date of July 11, 2022. Funds to come from Roofing Reserves. Authorize the President to sign any necessary documentation and authorize the necessary transfer of funds in accordance with the provisions of Civil Code 5502.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ENGAGE WAYNE LOUVIER AS MUTUAL FIVE'S
NEW ATTORNEY (NEW BUSINESS, ITEM C)
DATE: NOVEMBER 17, 2021,
CC: MUTUAL FILE

I move to engage Wayne Louvier from Adams Stirling Professional Law Corporation as Mutual Five's New Attorney and select the Standard Hourly Services. Funds to come from Operating Budget. Authorize the President to sign any necessary documentation.

OR

I move to engage Wayne Louvier from Adams Stirling Professional Law Corporation as Mutual Five's New Attorney and select the Client Advantage Program Services at a cost not to exceed \$950.00. Funds to come from Operating Budget. Authorize the President to sign any necessary documentation.

FEE AGREEMENT

This Legal Services Fee Agreement (“Agreement”) is by and between the law firm of Adams Stirling Professional Law Corporation (“A|S” or we, our, or us) and **Seal Beach Mutual No. Five** (“Client” or you).

STANDARD HOURLY SERVICES

1. Scope of Services. Client retains A|S to perform legal services as requested through Client’s board of directors and/or managing agent. Because our representation is of the organization itself, our services are provided as requested through representatives of the Client. If the interests of any officer, director, member, or agent becomes averse to the Client’s interests, our obligations will be to the Client and may be averse to those individuals.
2. Fees for Services. One of our attorneys will primarily be responsible for your work. To perform our services efficiently and economically, we may have more than one professional work on a matter to accommodate variations in expertise, skills, workload and cost. Our professionals may confer among themselves or jointly attend a meeting, court hearing or other event as necessary to protect your interests. When we do, each person will charge for their time provided the time spent is reasonably necessary and not duplicative. You agree to pay our hourly rates for performing legal services. Our rates are on the attached Fee Schedule. Rates are not set by law and are subject to change upon thirty (30) days written notice by A|S to Client.
3. Fees, Costs and Expenses. Client authorizes A|S to incur costs and expenses reasonably prudent for its legal representation of Client and will reimburse A|S for all such costs and expenses. If you request, we will provide a budget or fee estimate anticipated legal work. Such estimates are inexact and are not a maximum or minimum fee quotation or guarantee. Accordingly, the actual fee may be more than or less than the quoted estimate. Estimates are not binding unless specifically provided as a fixed fee or not to exceed arrangement.
4. Fixed Fee Arrangements. Written flat or fixed fee arrangements for special projects may be entered into between A|S and Client. The items included and the fees owed by you for such work will be as quoted by us upon request and will be due prior to the commencement of work. Both A|S and Client agree to the fee amount regardless of the actual time involved to complete the project and agree that the fee is fully earned on the earlier of when the fixed fee held in trust has been exhausted or the work is deemed completed. The work is billed against the trust funds in stages. The project will be deemed abandoned if we receive no substantive direction or input from you within nine (9) months from project approval or the last draft sent by A|S, whichever is latest. Any revival of the project after nine (9) months will be subject to new fees and charges.
5. Litigation Retainer. If you ask us to undertake litigation on your behalf, we may require and you agree to pay a litigation retainer which will be deposited into our client trust account. Upon our remittance of a billing statement, you authorize A|S to deduct all legal fees in connection with that litigation matter from the monies deposited in our trust account. The retainer is not an estimate of total fees and costs, but an advance payment for our services. We may require from time-to-time that the Retainer be replenished. At the conclusion of the legal action, any unused funds from the retainer in our trust account will be refunded to you unless you direct otherwise.

6. Billing. All fees, costs and expenses incurred by A|S on your behalf will be billed on or about the first of each month. Our statements will contain a brief description of the work done, along with the amount of our charges. You agree to pay by the hour at our prevailing rates for time spent on your matters by our legal personnel. Our time is billed in increments of .1 of an hour with a .2 minimum (to cover administrative costs and lost productivity associated with shifting from task to task). The rates on our attached Fee Schedule are subject to change upon thirty (30) days' written notice. If you decline to pay increased rates, we will have the right to withdraw from representation.

7. Interest. Occasionally, a client has difficulty making timely payments. To avoid burdening those clients who pay their statements promptly with costs we incur from late payments, we charge ten percent (10%) interest on all amounts not paid within sixty (60) days. Where permitted by law, all amounts owed to us in connection with our work are secured by a security interest in funds advanced to us by our clients or delivered to us in the course of our representation. You agree that you will execute whatever documents are necessary to perfect and continue these security interests.

8. Information. Our relationship with you is based on the candid exchange of information and ideas. We expect to build a close relationship with you as our client, and we encourage you to ask questions and to explore our advice to you. Similarly, we expect that you will be straightforward with us in supplying information, keeping us apprised of developments (including those that might impair your ability to timely pay our fees), answering our questions and making information and personnel available to us to meet matter deadlines and commitments.

9. Governing Documents. You must provide A|S with a complete set of governing documents, including, but not limited to, a copy of the file stamped Articles of Incorporation, signed Bylaws, recorded CC&Rs (along with any amendments), supplemental declarations, annexations, condominium plans, occupancy agreements and any other documents necessary for us to properly represent Client and prepare legal analysis and/or opinions. If such documents are not provided, A|S is authorized to obtain them and bill Client for the expense.

10. Review of Records. A|S will not, unless specifically requested in writing by Client, or when A|S deems such review necessary to perform any other authorized legal services, undertake a review of Client's records, including but not limited to, governing documents, contracts, minutes, settlements, opinion letters, voting and election records and correspondence. Should we find that your governing documents are incomplete, we may run a title search and purchase missing documents, including but not limited to annexations, plat maps, condominium plans, amendments, and articles of incorporation. Costs incurred by A|S shall be reimbursed by Client.

11. Tax Advice. Because we do not render opinions on tax issues, you must refer all such matters to an accountant, CPA or attorney knowledgeable in tax issues.

12. Potential Claims-Insurance Notification. Whenever you learn of a potential or actual claim in any form (which may include a demand letter, administrative charge complaint, civil complaint, or any other disputed matter) against Client or any of your officers, directors, employees or agents, you must immediately (a) put all insurance carriers on notice of the potential or actual claim and

(b) notify us so we can take steps to protect your interests until your insurance provides you with a defense of the claim. Your insurance coverage may include, but is not limited to, Comprehensive General Liability, Directors & Officers Coverage, Employment Practices Liability, Homeowner's Insurance, or any other potential form of insurance that may cover you and/or any entities related to you for any potential liability. It is imperative that you tender the claim to all possible insurers, whether you anticipate acceptance of coverage by that carrier. Doing so in a timely manner may impact whether you are covered, even where coverage would otherwise be available. The failure to promptly tender a claim of any kind, whether actual or potential, may preclude insurance coverage that would otherwise have been available to you. We can assist you with this process if requested to do so, but we will not tender any claim to any insurer on your behalf unless you specifically request in writing that we do so.

13. Assessment Collection Services. Together with Witkin & Neal, Inc., A|S offers full-service assessment collection, including pre-liens, liens, personal money judgments, judicial foreclosures and non-judicial foreclosures. Witkin & Neal, Inc. is an independent foreclosure trustee company. This Agreement does not bind Client to use the services of Witkin & Neal, Inc.

14. Guarantee Disclaimer. Our goal is to provide you with quality legal services. However, we cannot guarantee the outcome of any matters we undertake on your behalf. Our comments about possible outcomes are opinion only based on the information we receive.

15. Professional Insurance Disclosure. Professional Liability Insurance covering our legal services is in effect.

16. Client Disclosure. We routinely welcome new clients on our website and in our newsletter. If you do not wish to be acknowledged, please let us know when you retain our services.

17. File Retention Policy. We maintain paperless offices. It is our practice to convert paper records to a digital format. Once records have been converted and stored, we dispose of non-digital records via shredding to protect client-record confidentiality. Digitized records as well as paper files that have not been digitized are kept for five (5) years and then disposed of. Client may, upon request, receive a copy of records in our possession. Electronic records will be transferred via Internet download, or, at Client's cost for media and shipping, physical media such as USB flash drive. As a service to our clients, we do not charge for routine storage of a client's records. Litigation records, however, are sometimes voluminous and may require indexing and storage for which clients may be charged.

18. Electronic Communications. Client agrees that electronic communications (including voicemail and email) may be used by A|S, and agrees to use caution when electronically transmitting sensitive information to A|S. Board members, management, staff, and agents of Client will use caution when discussing and transmitting the legal advice we provide so as not to create a waiver of the attorney-client privilege.

19. Attorney-Client Privilege. The communications A|S and Client are privileged and cannot be forcibly disclosed in most circumstances. This privilege belongs to you and can be waived by you as the Client, although we typically recommend against doing so to fully protect your interests. This privilege may be partially waived where we represent more than one related client in the same matter, because we must disclose all relevant information in a matter to all related parties. If you

engage us in a matter where we have dual representation, you waive your privilege regarding the related party.

20. Contact Information. There will be times when A|S must include all directors in attorney-client communications. You agree to provide current contact information for all board members, including email addresses. NOTE: board members should not use personal email accounts, especially ones shared by spouses or significant others. A separate Gmail or similar account should be set up for the board to use to preserve attorney-client communications.

21. Dispute Resolution.

- a. Any dispute between the parties to this Agreement regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement, except as provided in paragraph (b) below, shall be submitted to confidential and binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute from either JAMS or ADR Services, Inc. and the arbitration shall be conducted pursuant to the arbitration provider's rules. If the parties cannot agree, then the Superior Court shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. BECAUSE IT IS GIVING UP ITS RIGHT TO A JURY TRIAL, CLIENT HAS THE RIGHT TO HAVE AN INDEPENDENT COUNSEL OF ITS CHOICE REVIEW THIS AGREEMENT BEFORE SIGNING IT.
- b. Notwithstanding paragraph (a) above, in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures and files a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in paragraph (a) above. If either party rejects a nonbinding fee arbitration award by timely submission of a request for trial de novo, the parties to this Agreement agree that in lieu of a trial de novo in court, the trial after arbitration shall be confidential and binding arbitration pursuant to the provisions of paragraph (a) above.

22. Withdrawal of Services. You have the right to withdraw from our representation at any time, with or without cause. Where permitted by law and the Rules of Professional Conduct, we

also retain the right to withdraw from representation with or without cause. In particular, we will withdraw if our fees are not paid when due, if you refuse to cooperate or follow our advice on a material matter, and where we have a conflict of interest or it becomes unlawful or unethical to continue our representation. If we withdraw, we will continue to perform sufficient work on matters to provide an orderly transition and to give you a reasonable opportunity to arrange for new representation. We will charge for our fees, expenses and costs in performing this transition work, including the cost of making duplicate files, transferring files and briefing new counsel.

23. Severability. If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining provisions will remain in full force and effect.

24. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersede all prior verbal or written agreements pertaining to A|S's representation of Client. No supplement, modification, or amendment of this Agreement will be binding unless in writing signed by the parties and referring to this Agreement by title and date. No waiver of any of this Agreement will constitute a waiver of any other provision. No waiver will be binding unless in writing, signed by the parties referring to this Agreement by title and date.

CLIENT ADVANTAGE PROGRAM

In addition to the legal services described in the Agreement, Clients have the option choosing our expanded legal services. In exchange for a nonrefundable annual fee of **\$950.00**, A|S provides "Client Advantage Program Services" as described below.

1. Client Advantage Program. Benefits under this service include:
 - a. *Reduced Rates*. Reduced hourly rates for attorneys and paralegals as described in the attached Fee Schedule.
 - b. *Unlimited Calls*. Unlimited brief telephone calls (up to six minutes per call) from the Association's manager/designated board representative which do not require research or the review of documents, will not be billed. Research and written opinions are billed at the attorney's hourly rate. Ongoing litigation and email communications do not qualify. To ensure proper billing, Client Advantage Program clients should identify themselves as such when calling attorneys.
 - c. *Board Training*. A ninety-minute educational session with an attorney to discuss board members' duties and responsibilities. Any time over the allotted ninety-minute will be billed at the reduced hourly rates outlined on Fee Schedule. The program includes a (i) *Director's Guide* summarizing a director's duties and liabilities; (ii) *Meeting Guide* on organizing and holding successful meetings; and (iii) *Parliamentary Procedure Guide* conducting meetings. These documents are provided to the board only but can be made available by the board for inspection by members if the board so chooses.
 - d. *Legal Update*. A year-end summary of new laws affecting associations.

2. Term. While the Agreement has no termination date, the Client Advantage Program Services are for a term of one (1) year commencing on the date of execution of the Fee Agreement by A|S and will automatically renew for successive one (1) year periods unless terminated in writing by either party. A|S will annually send an invoice thirty (30) days prior to expiration of the Client Advantage Program Services. Failure to pay the fee within thirty (30) days of receipt of billing will result in termination of the Client Advantage Program Services. However, regular legal services will continue under the Agreement.

3. Rate Adjustments. The Client Advantage Program Fee is subject to increase at the annual renewal date of this Addendum. Hourly billing rates for attorneys and paralegals are subject to change during any Client Advantage Program period upon thirty (30) days written notice by A|S to the Association. Any adjustments to the Client Advantage Program Fee or hourly rates will not require the execution of a new Agreement.

PLEASE INITIAL THE LEGAL SERVICE APPROVED BY THE BOARD (Please initial one):

_____ Standard Hourly Services (*No Fee*)

_____ Client Advantage Program Services (*\$950 Annual Fee Due at Signing*)

Authorization to Perform Legal Services. If you have any questions about this Agreement and our Client Advantage Program Services, please do not hesitate to discuss them with us or, if you prefer, with independent counsel of your own choosing. If the terms of our engagement are acceptable to you, please sign and return a copy of this Agreement to us.

SEAL BEACH MUTUAL NO. FIVE

**ADAMS | STIRLING
Professional Law Corporation**

By: _____
Print Name / Board Member

By: _____
Print Name

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Send reply to: cschwartz@adamsstirling.com

FEE SCHEDULE

HOURLY RATES

A|S's hourly rates are described below and are billed in .1 increments with a .2 minimum. The minimum covers administrative costs and lost productivity associated with shifting from task to task. Reduced hourly rates in the second column apply only when the Client has approved the Client Advantage Program and has paid the annual nonrefundable program fee. Current rates are:

	<u>Standard Rate</u>	<u>Reduced Hourly Rate</u>
Partners	\$325-450	\$305-430
Senior Attorneys	\$300-365	\$280-345
Attorney	\$265-335	\$245-315
Paralegals	\$150-200	\$140-190

All rates are subject to increase upon 30-days' notice by A|S.

ADMINISTRATIVE & LEGAL COSTS

A|S does not charge Clients for routine postage, faxes, telephone, or computerized legal research expenses such as Lexis/Nexis and Westlaw.

Copy Costs. For routine copying that can be handled in-house, A|S does not charge per copy. With large volume, oversize copies, unusual or complex duplicating requirements, the reproduction job will be sent to third-party vendors and A|S will bill such charges to Clients at A|S's cost.

Research. We do not charge for any ordinary computer assisted research. We will, however, charge the actual fees we pay for any unusual computer assisted research that falls outside the scope of our firm's LexisNexis and Westlaw research package.

Legal Expenses. Out of pocket costs and expenses incurred by A|S will be charged to Client. These costs include but are not limited to those associated with court filings, service of process, mediation and arbitration, overnight delivery, couriers, document depositories, production and reproduction costs, court reporters, deposition costs, investigation costs, recording fees, notary charges, and expert fees. During the restatement process, if multiple annexations, supplements, or amendments are discovered, the project may no longer qualify for the fixed fee pricing. The attorney will assess and notify the client with the estimate of the additional costs to complete the project.

Travel Expenses. Travel expenses are calculated from the office nearest the meeting location.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT FORM 05-7415-4 ENCROACHMENT ONTO COMMON AREAS FOR NON-EXCLUSIVE USE (NEW BUSINESS, ITEM D)
DATE: NOVEMBER 17, 2021
CC: MUTUAL FILE

I move to adopt Form 05-7415-4 – Encroachment onto Common Areas for Non-Exclusive Use Form on a preliminary basis until the 28-day posting period is completed. A decision on the Form by the Board of Directors will be made at the next scheduled monthly meeting after consideration of all shareholder comments.

Seal Beach Mutual No. Five

Addendum to Occupancy Agreement

New, Remodeled and Existing Patio Encroachment

Encroachment onto Common Areas for Non-Exclusive Use

The shareholder(s) of that certain apartment unit, _____, Seal Beach, California, 90740, entered into an Occupancy Agreement by and between:

Seal Beach Mutual No. Five

Hereinafter referred to as the (“**Corporation**”) and:

Hereinafter referred to as (“**Shareholder/s**”)

In accordance with the Corporation’s Patio Regulations of Policy **05-7415-1** (attached as Exhibit “A” hereto) this document represents an “Addendum to Occupancy Agreement” setting forth the permission extended by the Corporation to the requesting Mutual Five Shareholder/s acceptance of a patio encroachment into common area, and all of the terms and conditions as set forth below.

Terms of Agreement:

_____, (Shareholder/s) is/are allowed to complete a patio of apartment unit _____ using _____ square feet of common area on the _____ side of the unit for a patio to extend the _____ side of the unit.

_____, agree that he/she/they will execute this “Addendum to Occupancy Agreement” and “ License and Indemnity Agreement” acknowledging that the Corporation may reasonably condition its consent hereto on terms that both protect the Corporation’s rights over/to Landscape area and prevent the Corporation from being burdened with additional or increased maintenance, repair or other costs/expenses or increased potential liabilities and/or risks and in accordance with all terms and conditions as set forth in the applicable Mutual Five Policy.

Shareholder(s) further hereby agree(s) that he/she/they will 1) accept the full liability for upkeep and maintenance, 2) provide liability insurance covering any and all claims and/or lawsuits involving the patio, and 3) remove the encroachment at the expense of the shareholder(s) who is/are selling or otherwise conveying the share unless the subsequent shareholder(s) agree(s) to execute a new Addendum to Occupancy Agreement and License and Indemnity Agreement assuming all the terms as set forth in the applicable Mutual Five Policy **05-7415-1**.

Shareholder(s) acknowledge that this extension of the patio into the adjacent common area is for the shareholder(s) non-exclusive use, only.

Seal Beach Mutual No. Five

Execution of this Addendum to Occupancy Agreement, License and Indemnity Agreement

I, (We) _____, Shareholder(s) hereby agree to the terms and conditions of the attached Mutual Five Patio Policy and this Addendum to Occupancy Agreement, License and Indemnity Agreement in its entirety, as evidenced by our signature/s below:

I, (We) _____, Shareholder(s) hereby agree that this extension of the patio into the adjacent common area is for the shareholder(s) non-exclusive use, only.

I, (We) _____, Shareholder(s) agree and acknowledge that nothing contained herein or omitted here from shall be deemed to be an admission, limitation, or waiver of any of the Corporation's rights, remedies and defenses, either at law or in equity, all of which rights, remedies and defenses are hereby expressly reserved.

This Addendum to Occupancy Agreement, License and Indemnity Agreement is entered into on the _____ of _____, 20____, by and between Seal Beach Mutual No. Five and Shareholder(s):

Important! All remodeling and any encroachment onto common area requires a Permit be on file in the Physical Property Department.

Shareholder Signature _____ Date: _____

Shareholder Signature _____ Date: _____

Consent and Approval by Seal Beach Mutual No. Five:

Mutual President: _____ Date: _____

Original to Stock Transfer Corporate File

Cc: Physical Property Office

Mutual President

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO CANCEL DECEMBERS BOARD MEETING (NEW BUSINESS, ITEM E)
DATE: NOVEMBER 18, 2021
CC: MUTUAL FILE

I move to cancel Mutual 5's Monthly Board Meeting scheduled for December 15, 2021.