

AGENDA
REGULAR MONTHLY CONFERENCE CALL MEETING OF THE
BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
September 20, 2023
Meeting begins at 9:00 a.m.
Building 5, Conference Room B / Zoom Video and Conference

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

Mr. Thompson, GRF Representative
Ms. Hall, Sr Director of Member Services
Mr. Meza, Building Inspector
Ms. Equite, Portfolio Specialist

5. GUEST SPREAKER Ms. Hall
 - a. Discuss and vote to approve the 2024 Operating Budget (pp. 3-6)
6. APPROVAL OF MINUTES:
 - a. **Regular Meeting Minutes of August 16, 2023.**
7. **GRF REPRESENTATIVE** Mr. Thompson
8. **BUILDING INSPECTOR'S REPORT** Mr. Meza

Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (pp. 7-9)

 - a. Discuss and vote to approve the Sewer Pipe Cleaning contract (pp. 10-11)
 - b. Discuss and vote to approve paved seating area for Unit 05-98-C (pp. 12-13)
9. **UNFINISHED BUSINESS**
 - a. No unfinished business.
10. **NEW BUSINESS**
 - a. Approval of Monthly Finances (p. 14)
 - b. Discuss and vote to amend rule 05-7562-1 – Resident Lessee Regulations (pp. 15-16)
 - c. Discuss and vote to amend rule 05-7415-1 – Porch and Patio Regulations (pp. 17-24)
 - d. Discuss and vote to amend the Mutual Five Occupancy Agreement (pp. 25-30)

STAFF BREAK BY 11:00 A.M.

- 11. SECRETARY / CORRESPONDENCE Ms. Lee
- 12. CHIEF FINANCIAL OFFICER'S REPORT Mr. Cude
- 13. PRESIDENT'S REPORT Ms. DeRungs
- 14. PORTFOLIO SPECIALIST REPORT Ms. Equite
- 15. ANNOUNCEMENTS
 - a. **NEXT REGULAR MEETING:** Wednesday, October 18, 2023, at 9:00 a.m., Building 5, Conference Rm B and Zoom Video/Conference Call.
- 16. COMMITTEE REPORTS
- 17. DIRECTORS' COMMENTS
- 18. ADJOURNMENT
- 19. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 12 PM

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE 2024 OPERATING BUDGET (GUEST SPEAKER, ITEM A)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

Mutual Board Resolution to Pass the 2024 Budget (Excluding GRF Assessment)

For Mutual board approvals at meetings prior to GRF.

I move to approve the 2024 Operating Budget for Mutual Five of \$1,736,575, resulting in a regular monthly Mutual assessment of \$294.14 per apartment per month, for an increase of \$25.73 per month over the total Mutual operating costs of 2022, as presented, and to adopt this budget forthwith.

**Seal Beach Mutual Five
Operating Budget
2024**

Mutual Monthly Assessment: \$276.47

Notable Operating Changes:

- Interest increase due to bank rates
- Water - Historical + 5%
- Landscape - Historical + 5%
- Insurance - Historical + 5%
- Moved appliance to operating

Reserve Contribution: \$831,000

Reserve % Funded: 36.30%

Notable Reserves Changes:

- Decrease in roofing/increase in infrastructure
- Removed appliance reserve contribution

GRF Monthly Assessment:

**Seal Beach Mutual Five
Operating Budget
2024**

		Monthly		Change	Annual
		2023	2024		2024
	Assessments	\$132,057.72	\$136,023.66	\$3,965.94	\$1,632,283.90
5375000	Laundry Machines		\$900.00	\$900.00	\$10,800.00
	Interest Income	\$108.25	\$1,100.00	\$991.75	\$13,200.00
5610000	Late Charges	\$408.33	\$250.00	-\$158.33	\$3,000.00
	Other Taxable Income		\$99.58	\$99.58	\$1,195.00
5921000	Inspection Fees	\$4,349.25	\$3,166.67	-\$1,182.58	\$38,000.00
	Buyers Premium	\$2,499.33	\$1,666.67	-\$832.66	\$20,000.00
TOTAL INCOME		\$139,422.88	\$143,206.58	\$3,783.69	\$1,718,478.90
6420000	Electricity	\$2,145.08	\$2,525.00	\$379.92	\$30,300.00
6421000	Telephone	\$24.58	\$24.58	\$0.00	\$295.00
6423000	Water	\$9,548.17	\$8,166.67	-\$1,381.50	\$98,000.00
6424000	Trash	\$5,658.00	\$5,568.75	-\$89.25	\$66,825.00
6434000	Legal Fees	\$551.00	\$551.00	\$0.00	\$6,612.00
6475000	Landscape - Contract	\$15,419.25	\$16,121.67	\$702.42	\$193,460.00
6475500	Landscape - Extras	\$1,500.58	\$1,500.00	-\$0.58	\$18,000.00
6475505	Landscape - Trees	\$1,333.33	\$1,416.67	\$83.34	\$17,000.00
6477100	Painting	\$831.50	\$1,416.67	\$585.17	\$17,000.00
6477200	Pest Control	\$1,348.08	\$1,254.42	-\$93.66	\$15,053.00
6477300	Structural Repairs	\$1,584.25	\$2,166.67	\$582.42	\$26,000.00
6477400	Miscellaneous Services	\$501.83	\$375.00	-\$126.83	\$4,500.00
6812100	Office Supplies	\$24.58	\$33.33	\$8.75	\$400.00
	Appliance	\$4,321.75	\$7,794.17	\$3,472.42	\$93,530.00
7552000	Standard Service	\$9,416.92	\$7,500.00	-\$1,916.92	\$90,000.00
6720000	State & Federal Taxes	\$157.42	\$941.25	\$783.83	\$11,295.00
6730000	Property & Liability Insurance	\$16,216.33	\$16,600.67	\$384.34	\$199,208.00
	Reserve Contribution	\$68,800.00	\$69,250.00	\$450.00	\$831,000.00
TOTAL EXPENSES		\$139,382.65	\$143,206.50	\$3,823.85	\$1,718,478.00
Mutual Assessments		\$268.41	\$276.47	\$8.06	
GRF Assessments		\$193.23			
TOTAL**		\$461.64	\$276.47	\$8.06	

**Property taxes are assessed to the stockholder's unit and are added to the regular assessment and become part of the monthly payment. Accordingly, they are excluded from the operating budget.

**Seal Beach Mutual Five
Operating Budget
2024**

	Monthly		Change	Annual
	2023	2024		
Reserve Contribution	\$68,800.00	\$69,250.00	\$450.00	\$831,000.00
Appliance	\$4,321.76	\$0.00	-\$4,321.76	\$0.00
Painting	\$690.00	\$4,166.67	\$3,476.67	\$50,000.00
Roofing	\$47,700.00	\$49,131.00	\$1,431.00	\$589,572.00
Infrastructure	\$20,410.00	\$15,952.33	-\$4,457.67	\$191,428.00
*Contingency	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ALLOCATION	\$73,121.76	\$69,250.00	-\$3,871.76	\$831,000.00

	Useful Life		2024 Rem. Useful Life		Estimated Replacement Cost in 2024	2024 Expenditures	01/01/2024 Current Fund Balance	01/01/2024 Fully Funded Balance	Remaining Bal. to be Funded	2024 Contributions
	Min	Max	Min	Max						
	Painting Projects	1	10	0						
Infrastructure	1	30	0	24	\$589,250	\$309,850	\$309,850	\$453,789	\$279,400	\$500,532
Roofing Projects	5	30	0	29	\$5,837,100	\$802,100	\$702,463	\$2,523,384	\$5,134,637	\$322,630
					\$7,015,150	\$1,380,750	\$1,281,113	\$3,533,974	\$5,734,037	\$960,000
Percent Funded: 36.3%										

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE **INSPECTOR: Mike Meza**

MUTUAL BOARD MEETING DATE: September, 2023

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvement Values	RECENT INSPECTION	CONTRACTOR
100-A	KITCHEN REMODEL	BOTH	06/10/23	04/30/23	\$35,500	PLUMB, FRAM, ELEC, 03/27	BA CONSTRUCTINO
95-G	UNIT REMODEL	BOTH	11/20/22	03/15/23	\$138,700	FINAL 03/15/23	JC KRESS
70-F	ELECTRICAL WORK	BOTH	11/01/22	01/30/23	\$750	FINAL 01/26/23	CJ CONSTRUCTION
98-C	COUNTERS/ WASH/DRYER	BOTH	11/12/22	03/30/23	\$20,000	FINAL 02/23/23	MP CONSTRUCTION
113-A	COUNTERTOP KIT	BOTH	11/14/22	12/10/22	\$9,350	FINAL 08/28/23	M&M SKYLIGHTS
106-E	FLOORING	GRF	12/28/23	02/28/23	\$4,600	FINAL 02/27/23	B&B CARPET
97-C	SLIDING DOOR	BOTH	12/31/23	02/28/23	\$7,800	FINAL 05/29/23	VICKERS CONSTRUCTION
121-B	UNIT REMODEL	BOTH	01/01/23	07/30/23	\$65,000	FINAL 06/01/23	MP CONSTRUCTION
105-C	WINDSCREEN PATIO	GRF	01/03/23	01/15/23	\$1,540	FINAL 01/11/2023	CUSTOM GLASS
93-L	ELECTRICAL OUTLETS	BOTH	01/05/23	04/30/23	\$2,000	FINAL 04/30/23	JULIAN AGUILAR ELECTRIC
72-J	FLOORING	GRF	01/15/23	02/28/23	\$4,625	FINAL 02/07/23	KARYS CARPET
102-K	PORCH FLOORING	GRF	01/16/23	02/16/23	\$1,188	FINAL 02/10/23	CORNERSTONE FLOORS
115-F	LOWER STORAGE CABINET	GRF	01/20/23	02/26/23	\$1,100	FINAL 02/25/23	VICKERS CONSTRUCTION
115-F	ELECTRICAL OUTLETS	BOTH	01/26/23	03/01/23	\$1,450	FINAL 02/10/23	VICKERS CONSTRUCTION
116-K	LOWER STORAGE CABINET	GRF	01/30/23	03/01/23	\$950	FINAL 02/10/23	VICKERS CONSTRUCTION
98-D	ROOM ADDITION	BOTH	02/01/23	07/30/23	\$28,000	FINAL 07/12/23	MP CONSTRUCTION
113-D	HEAT PUMP	BOTH	02/13/23	05/13/23	\$7,835	FINAL 03/22/23	GREENWOOD
97-H	SHOWER CUT DOWN	BOTH	02/13/23	03/13/23	\$3,512	FINAL 03/13/23	NUKOTE
116-A	SHOWER REMODEL	BOTH	01/30/23	05/18/23	\$23,450	FINAL 04/12/23	LOS AL BUILDERS
112-C	UNIT ABATEMENT	GRF	02/07/23	02/09/23	\$3,200	FINAL 02/09/23	UNIVERSAL ABATEMENT
112-C	UNIT REMODEL	BOTH	01/03/23	04/07/23	\$121,800	STUCCO 06/12/23	BA CONSTRUCTION
115-B	CARPORT CABINET	GRF	02/13/23	03/18/23	\$950	FINAL 03/15/23	VICKERS CONSTRUCTION
118-F	UNIT REMODEL	BOTH	11/10/23	04/30/23	\$88,000	FINAL 07/10/23	MP CONSTRUCTION
123-D	COUNTERTOPS	BOTH	03/01/23	06/30/23	\$6,800	FINAL 03/27/23	MP CONSTRUCTION
121-K	LOWER STORAGE CABINET	GRF	03/16/23	04/15/23	\$950	FINAL 03/27/2023	VICKERS CONSTRUCTION
115-J	LOWER STORAGE CABINET	GRF	03/18/23	04/18/23	\$1,100	FINAL 04/18/23	VICKERS CONSTRUCTION
113-J	UNIT REMODEL					FINAL 06/01/23	OGAN CONSTRUCTION
69-J	SHOWER CUT DOWN	BOTH	03/28/23	04/28/23	\$4,535	FINAL 04/28/23	NUKOTE
115-J	WINDOWS	BOTH	03/30/23	04/30/23	\$3,280	FINAL 04/05/23	VICKERS CONSTRUCTION
115-I	WINDOWS	BOTH	03/31/23	04/30/23	\$4,920	FINAL 04/30/23	VICKERS CONSTRUCTION
111-E	ELECTRICAL OUTLET	BOTH	04/07/23	04/28/23	\$450	04/28/23	OGAN CONSTRUCTION
94-G	SKYLIGHT FLARE/SLIDER	BOTH	04/10/23	07/20/23	\$30,235	FINAL 08/25/23	LOS AL BUILDERS
126-K	FLOORING	GRF	04/10/23	05/30/23	\$5,570	FINAL 08/01/23	KARYS CARPET
120-E	SHOWER CUT DOWN	BOTH	04/13/23	05/13/23	\$2,815	FINAL 05/13/23	NUKOTE
118-K	PORCH TILE	GRF	04/15/23	05/30/23	\$3,000	FINAL 05/30/23	KARYS CARPET
102-D	PATIO GLASS	GRF	04/15/23	06/15/23	\$707	FINAL 06/15/23	BODIES GLASS
115-F	PORCH GATE	GRF	04/17/23	05/10/23	\$690	FINAL 08/01/23	VICKERS CONSTRUCTION
103-K	SHOWER CUT DOWN	BOTH	04/25/23	05/25/23	\$4,535	FINAL 08/02/23	NUKOTE
125-E	FLOORING	GRF	04/30/23	05/30/23	\$4,500	FINAL 07/31/23	KARYS CARPET
97-G	UNIT REMODEL	BOTH	06/19/23	11/15/23	\$140,400	DRYWALL 08/28/23	JC KRESS
121-D	LOWER STORAGE CABINET	GRF	05/08/23	06/30/23	\$1,750	FINAL 07/01/23	BERGKVIST
98-C	UNIT REMODEL	BOTH	06/10/232	11/30/23	\$104,000		MP CONSTRUCTION
98-B	SHOWER CUT DOWN	BOTH	06/26/23	07/26/23	\$5,222	FINAL 07/26/23	NUKOTE
110-B	FLOORING	GRF	07/08/23	07/29/23	\$1,980		
117-L	PATIO GLASS	GRF	07/20/23	08/20/23	\$19,500	FINAL 09/12/23	GRECO
24-E	LOWER STORAGE CABINET	GRF	07/20/23	08/08/23	\$950		VICKERS CONSTRUCTION
122-A	ABATE FLOORING	GRF	08/09/23	08/20/23	\$3,100	FINAL 09/06/23	SIRRIS ABATMENT
122-A	UNIT REMODEL	BOTH	08/07/23	12/03/23	\$70,000		NATIONWIDE
90-G	HEAT PUMP	BOTH	08/10/23	11/10/23	\$2,985		GREENWOOD
95-K	WASHER AND DRYER	BOTH	08/07/23	10/30/23	\$6,800		BA CONSTRUCTION
106-J	GLASS AT PORCH	GRF	08/11/23	09/29/23	\$3,075	FINAL 08/28/23	KONRAD KONSTRUCTION
101-C	ABATEMENT ELEC PANEL	GRF	08/18/23	09/30/23	\$450		SIRRIS ABATMENT
122-L	HEAT PUMP	BOTH	08/28/23	11/28/23	\$4,925		M&M SKYLIGHTS
101-C	WASHER AND DRYER	BOTH	08/28/23	10/29/23	\$27,730		MARCO CONSTRTUCTION

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE		INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE:	September, 2023	

ESCROW ACTIVITY									
Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE, CLOSING, CLOSED		
							9	10	9
69-L		04/17/23							
71-L		03/24/22	07/07/23	07/07/23	07/21/23	08/21/23			
91-F		06/30/23	7/26/23	7/26/23	08/09/23				
91-J		06/23/23							
94-H		06/23/23							
95-K		03/29/23	05/08/23	05/12/23	05/24/203				
97-G		03/14/23	04/20/23	05/01/23	05/15/23	07/10/23			
98-F		05/23/23	06/26/23	06/30/23	07/17/23				
101-B		06/21/22							
101-L		02/21/23	06/26/23	06/26/23	07/10/23	09/06/23			
103-H		05/12/23							
104-F		01/27/23							
105-I		12/13/22	04/11/2023	04/11/23	04/23/23	05/16/23			
110-B		08/28/23	09/07/23	09/08/23					
111-G		08/17/23							
115-F		10/13/22	01/10/23	01/11/23	1/26/2023	03/01/2023			
116-E		12/06/22							
118-K		07/07/23	08/08/23	08/21/23	09/05/23				
120-J		03/17/23	05/03/23	05/03/23	05/17/23	08/21/23			
122-A		03/29/23	07/13/23	07/13/23	07/27/23				
122-L		11/17/22	08/10/23	08/10/23	08/24/23				
122-E		10/21/22	01/03/23	01/03/23	01/17/23	03/01/2023			
123-D		04/014/23	05/02/23	05/02/23	05/16/23	07/10/23			
124-J		11/17/22	03/09/23	03/14/23	03/28/23				
124-L		02/24/23							
125-E		06/15/23	07/21/23	07/21/23	08/04/23				
126-G		03/24/23	04/10/23	04/10/23	04/24/23	07/10/23			
126-K		03/10/23	03/23/23	03/24/23	04/07/23				

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 2025	Landscaping & Irrigation
EMPIRE PIPE DECEMBER 31st 2022	Annual inspection
FENN MAY 31st 2026	Pest and rodent control services New contract is being drafted
FENN PEST CONTROL JULY, 2026	Bait stations
ROOFING STANDARDS October, 2023	Buildings 96, 97, 107, 112, 123, 125

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) FIVE	INSPECTOR: Mike Meza
MUTUAL BOARD MEETING DATE:	September, 2023

SPECIAL PROJECTS

Contractor	Discription of Work
MP Construction	Seating Area

SHAREHOLDER AND MUTUAL REQUEST

105-I Roof leak	Inspect mutual sidewalks, work orders created with service maintenance
126-f Shower wall damage	Fire Inspection completed.
99-E Hvac warrenty question	
102-B Skylight install question	
102-K Root around HVAC	
112-J Counter top issues	
97-F Inspect bath fan	
121-E Termite at entry way door	
123-I Toilet stoppage	
123-I Follow up on toilet issues	
95-K unit issues	
121-L Have car moved for carport concrete replacement	
121-K Sidewalk and garden flooding	
107-E Rodent activity	
113-A TV cables hanging	
125-L Inspect attic for rodent activity	
123-E Inspect for dry rot	
117-L Grass restoration	
98-B Termite concerns	
69-G Escrow question	

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE SEWER PIPE CLEANING CONTRACT
(BUILDING INSPECTOR, ITEM A)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

I move to approve the Sewer Pipe Cleaning proposal from _____, at a cost not to exceed \$_____. Funds to come from _____ and authorize the President to sign any necessary documentation.

EMPIRE PIPE CLEANING - Sewer Pipe Cleaning				
MUTUALS	2023	2024	2025	3 Year Total:
1	\$ 5,632.53	\$ 5,680.14	\$ 5,632.53	\$ 16,945.20
2	\$ 5,539.95	\$ 5,899.67	\$ 5,539.95	\$ 16,979.57
3	\$ 3,134.33	\$ 3,252.03	\$ 3,134.33	\$ 9,520.69
4	\$ 2,843.38	\$ 2,949.18	\$ 2,843.38	\$ 8,635.94
5	\$ 3,352.54	\$ 3,479.50	\$ 3,352.54	\$ 10,184.58
6	\$ 2,987.53	\$ 3,857.73	\$ 2,987.53	\$ 9,832.79
7	\$ 2,478.37	\$ 2,570.94	\$ 2,478.37	\$ 7,527.68
8	\$ 2,331.57	\$ 2,420.18	\$ 2,331.57	\$ 7,083.32
9	\$ 2,769.32	\$ 2,873.79	\$ 2,769.32	\$ 8,412.43
10	\$ 1,967.88	\$ 2,041.94	\$ 1,967.88	\$ 5,977.70
11	\$ 2,187.42	\$ 2,269.41	\$ 2,187.42	\$ 6,644.25
12	\$ 3,644.81	\$ 3,782.35	\$ 3,644.81	\$ 11,071.97
14	\$ 2,770.64	\$ 2,875.12	\$ 2,770.64	\$ 8,416.40
15	\$ 3,570.75	\$ 3,627.62	\$ 3,570.75	\$ 10,769.12
16	\$ 363.69	\$ 378.24	\$ 363.69	\$ 1,105.62
17	\$ 872.85	\$ 908.56	\$ 872.85	\$ 2,654.26

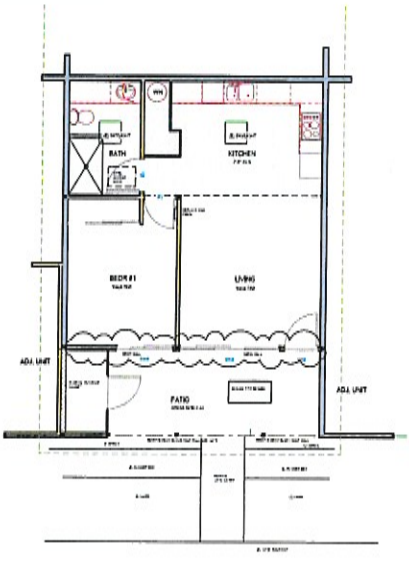
A-1 TOTAL SERVICE - Sewer Pipe Cleaning				
MUTUALS	2023	2024	2025	3 Year Total:
1	\$ 11,830.00	\$ 27,580.00	\$ 11,830.00	\$ 51,240.00
2	\$ 12,168.00	\$ 28,368.00	\$ 12,168.00	\$ 52,704.00
3	\$ 6,084.00	\$ 14,184.00	\$ 6,084.00	\$ 26,352.00
4	\$ 5,577.00	\$ 13,002.00	\$ 5,577.00	\$ 24,156.00
5	\$ 6,929.00	\$ 16,154.00	\$ 6,929.00	\$ 30,012.00
6	\$ 5,746.00	\$ 13,396.00	\$ 5,746.00	\$ 24,888.00
7	\$ 5,408.00	\$ 12,608.00	\$ 5,408.00	\$ 23,424.00
8	\$ 4,901.00	\$ 11,426.00	\$ 4,901.00	\$ 21,228.00
9	\$ 5,408.00	\$ 12,608.00	\$ 5,408.00	\$ 23,424.00
10	\$ 3,887.00	\$ 9,062.00	\$ 3,887.00	\$ 16,836.00
11	\$ 4,394.00	\$ 10,244.00	\$ 4,394.00	\$ 19,032.00
12	\$ 7,436.00	\$ 17,336.00	\$ 7,436.00	\$ 32,208.00
14	\$ 5,746.00	\$ 13,396.00	\$ 5,746.00	\$ 24,888.00
15	\$ 8,112.00	\$ 18,912.00	\$ 8,112.00	\$ 35,136.00
16	\$ 845.00	\$ 1,970.00	\$ 845.00	\$ 3,660.00
17	\$ 339.00	\$ 1,182.00	\$ 339.00	\$ 1,860.00

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE PAVED SEATING AREA PROPOSAL FOR UNIT 05-098C (BUILDING INSPECTOR, ITEM A)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

I move to approve paved seating area proposal for Unit 05-098C. Work to be done at the shareholder's expense.



EXISTING/DEMO FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

[Symbol]	6" CMU WALL
[Symbol]	8" CMU WALL
[Symbol]	12" CMU WALL
[Symbol]	16" CMU WALL
[Symbol]	20" CMU WALL
[Symbol]	24" CMU WALL
[Symbol]	30" CMU WALL
[Symbol]	36" CMU WALL
[Symbol]	42" CMU WALL
[Symbol]	48" CMU WALL
[Symbol]	54" CMU WALL
[Symbol]	60" CMU WALL

3/8" TYPE & DETAIL OF RIB L&L
R10 (AS SHOWN)

WINDOW IN FACTOR 0.23 MAX. SHGC 0.23 MAX.

WINDOW AND DOOR NOMENCLATURE:
SAMPLE WINDOW 200851 MEANS 2'-0" WIDTH & 4'-0" HEIGHT DOUBLE HUNG
DOOR 2008 MEANS 3'-0" WIDTH & 8'-0" HEIGHT

ELECTRICAL LEGEND

[Symbol]	1. TWO GANG RECEPTACLE, 15 AMP/250 VA
[Symbol]	2. THREE GANG RECEPTACLE
[Symbol]	3. TWO GANG RECEPTACLE, 20 AMP/300 VA
[Symbol]	4. SINGLE GANG RECEPTACLE
[Symbol]	5. THREE GANG RECEPTACLE
[Symbol]	6. SINGLE GANG RECEPTACLE, 20 AMP/300 VA
[Symbol]	7. TWO GANG RECEPTACLE
[Symbol]	8. THREE GANG RECEPTACLE
[Symbol]	9. SINGLE GANG RECEPTACLE
[Symbol]	10. TWO GANG RECEPTACLE
[Symbol]	11. THREE GANG RECEPTACLE
[Symbol]	12. SINGLE GANG RECEPTACLE
[Symbol]	13. TWO GANG RECEPTACLE
[Symbol]	14. THREE GANG RECEPTACLE
[Symbol]	15. SINGLE GANG RECEPTACLE
[Symbol]	16. TWO GANG RECEPTACLE
[Symbol]	17. THREE GANG RECEPTACLE
[Symbol]	18. SINGLE GANG RECEPTACLE
[Symbol]	19. TWO GANG RECEPTACLE
[Symbol]	20. THREE GANG RECEPTACLE
[Symbol]	21. SINGLE GANG RECEPTACLE
[Symbol]	22. TWO GANG RECEPTACLE
[Symbol]	23. THREE GANG RECEPTACLE

- SKYLIGHT NOTES**
1. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 2. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 3. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 4. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 5. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 6. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 7. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'
 8. VELUX SKYLIGHT, CLEAR GLASS, 2' X 4'

LIGHTING REQUIREMENTS

1. ALL LIGHTING SHALL BE PROVIDED BY THE CONTRACTOR.
2. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
3. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
4. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
5. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
6. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
7. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
8. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
9. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.
10. LIGHTING SHALL BE PROVIDED FOR ALL ROOMS.

ELECTRICAL NOTES

1. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
2. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
3. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
4. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
6. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
7. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
8. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
9. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.
10. ALL ELECTRICAL SHALL BE PROVIDED BY THE CONTRACTOR.

PLUMBING NOTES

1. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
2. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
3. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
4. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
6. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
7. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
8. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
9. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.
10. ALL PLUMBING SHALL BE PROVIDED BY THE CONTRACTOR.

ASBESTOS ABATEMENT NOTE:

ALL ASBESTOS SHALL BE ABATED BY THE CONTRACTOR.

SMOKE ALARM NOTES

1. ALL SMOKE ALARMS SHALL BE PROVIDED BY THE CONTRACTOR.
2. ALL SMOKE ALARMS SHALL BE PROVIDED BY THE CONTRACTOR.
3. ALL SMOKE ALARMS SHALL BE PROVIDED BY THE CONTRACTOR.
4. ALL SMOKE ALARMS SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL SMOKE ALARMS SHALL BE PROVIDED BY THE CONTRACTOR.

WINDOW NOTES

1. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
2. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
3. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
4. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
6. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
7. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
8. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
9. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.
10. ALL WINDOWS SHALL BE PROVIDED BY THE CONTRACTOR.

WINDOW EGRESS NOTES:

1. ALL WINDOW EGRESS SHALL BE PROVIDED BY THE CONTRACTOR.
2. ALL WINDOW EGRESS SHALL BE PROVIDED BY THE CONTRACTOR.
3. ALL WINDOW EGRESS SHALL BE PROVIDED BY THE CONTRACTOR.
4. ALL WINDOW EGRESS SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL WINDOW EGRESS SHALL BE PROVIDED BY THE CONTRACTOR.

MHA DESIGN INC.
MHA DESIGN INC.
10000 S. JENSEN BLVD.
SUITE 100
DENVER, CO 80231

PROJECT NAME
PROJECT NO.
ADDENDUM NO.
CHANGE I REVISIONS
DATE
SCALE
SHEET NUMBER
TOTAL SHEETS

SCALE	2.0	
	OF SHEETS	

6 feet wide by 5 feet deep
6-inch mow strip
paver finish

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: SEPTEMBER 20, 2023
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 August 2023.

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND RULE 05-7652-1 – RESIDENT LESSEE REGULATIONS (NEW BUSINESS, ITEM B)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

I move to propose a rule change by amending Rule 05-7562-1 - Resident Lessee Regulations and approve the 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholders' comments received.

SEAL BEACH MUTUAL NUMBER FIVE**Shareholder Regulations****Resident Lessee Regulations****Eligibility Requirements**

All persons seeking approval of the Board of Directors of Seal Beach Mutual No. Five to lease a residential unit in Mutual 5, and to reside in the Mutual, must meet the following eligibility criteria:

- A. Apply for and be accepted as a member of the Golden Rain Foundation, Seal Beach, California.
- B. Meet the Mutual eligibility criteria as follows:

1. Age

Minimum of 55 years, as confirmed by a birth certificate, California Driver's license or passport.

2. Assets Requirement

A combination of liquid assets totaling at least ~~\$25,000~~ **\$35,000**.

2.1. Acceptable assets are those considered to be liquid, marketable or income producing. Acceptable assets include, among others:

2.1.1. Equity in U.S. residential property.

2.1.2. Savings accounts in U.S. financial institutions.

2.1.3. Cash value in life insurance.

2.1.4. Certificates of deposit or money market accounts in U.S. financial institutions.

2.2. Excluded from consideration are the following assets, among others:

2.2.1. Recreational vehicles, boats and trailers.

2.2.2. Vacant land.

2.2.3. Automobiles.

2.2.4. Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items.

2.2.5. Term life insurance.

2.2.6. Annuity funds that cannot be withdrawn in lump sum.

2.2.7. Anticipated bequests or inheritances.

2.2.8. Promissory Notes whose income is not reported on the prospective transferee tax return.

2.2.9. Community property.

3. Income Requirement

At the time of requesting occupancy rights, a verified net monthly income at least four

(Mar 21)

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND RULE 05-7415-1 PORCH AND PATIO REGULATIONS (NEW BUSINESS, ITEM C)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

I move to propose a rule change by amending Rule 05-7415-1 Porch and Patio Regulations , pending review by Mutual Attorney and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholders' comments received.

05-7415-1

SEAL BEACH MUTUAL NO. FIVE

PHYSICAL PROPERTY

Porch and Patio Regulations

Definition of Terms

This policy has been developed to enhance the enjoyment of the Mutual Five living style by setting and enforcing standards for open and enclosed PORCHES and to provide guidelines for the building, maintenance, and use of PATIOS and PAVED SEATING AREAS that are user friendly, ~~increase-maintain~~ the property value ~~to-of~~ the Mutual's property, and improve the aesthetics of the shareholder's units and of Mutual Five. It is the responsibility of the Mutual and its shareholders to manage the appearance, safety, and health conditions of Porches, Patios, and Paved Seating Areas by respecting approved standards.

Formatted: Underline
Formatted: Underline
Formatted: Underline

a. **A Porch** is ~~any surface~~ an open or covered area that is located at the entrance to the Unit within the original building footprint and is attached to the outside of the building outside wall. between the outside wall of a unit and the original building footprint measured at the foundation.

b. **A Patio** is any improved area outside of the original building footprint which is measured at the foundation enclosed by a wall.

c. **A Paved Seating Area** is a paved area similar in size and location to a patio, of limited size but without a wall.

d. **A Porch and Patio** can be built and maintained as a continuous structure, but only the portion inside the original building footprint will be considered and maintained as a Porch within pursuant to this policy.

1. Section 1 – Porch Use and Maintenance

Maintenance of porches is the responsibility of the shareholder.

1.1. Emergency Egress: Windows and Walkways. (i) All Porch window spaces must be kept clear to facilitate emergency exit and entrance. (ii) A clear path of at least 36 inches must be maintained from the entrance of the Porch to the entry door of the unit. (iii) Walkway must have a clean 36-inch pathway. No obstructions allowed including but not limited to potted plants.

1.2. Emergency Egress: Doors. (i) No Porch addition may have a door that locks. Only doors with direct entry into the unit may have locks, i.e., front door or sliding glass door leading directly into the unit from the Porch. (ii) A door outside in the Porch without

direct access into the unit is not considered an entry door. To clarify, there can be no door locked before arriving to the front door of the unit. (iii) Any lock on a Pporch door (except for those Porch doors which also serve as front doors pursuant to section (i) above) must be removed or the Mutual will remove it at the shareholder's expense. (iv) Any object kept on a Porch which in the sole discretion of the Board contributes to uncleanliness or impedes passage for emergency personnel and equipment and may lead to unhealthy or dangerous conditions to shareholders, must be corrected by the shareholder. If such items are not removed, the Mutual will do so at the shareholder's expense.

1.3. Inspection. Porches will be periodically inspected by a Building Inspector assigned by the Physical Property Department or authorized Mutual Five Board Member. Shareholders will receive a letter listing any violations and may be asked to attend a disciplinary hearing regarding violations.

1.4. Storage – Open and Enclosed Porches. After the initial 30-day move-in period, the following 47 items MAY NOT be stored or placed on ~~open~~-Pporches: (i) Any type of food, 48 including birdseed, dog or cat food (ii) Cardboard boxes (iii) Charcoal or highly flammable items, old newspaper, magazines, etc. (unless stored in approved containers). (iv) Gasoline-operated equipment or gas cans, flammable chemicals. (v) Laundry hung for airing or drying (vi) Non-working refrigerators or freezers (vii) On ungated Pporches: Unattended pets or pets in permanent outdoor kennels or cages (including birds). (viii) Indoor upholstered furniture.

1.5. Porch Décor. (i) Screens, panels, or drapes to block the sun must be of outdoor fire-retardant fabric and must be maintained. (ii) Obscene or offensive objects hanging or stationary are prohibited. ~~↪ (iii) Industrial-grade shelving is prohibited. (iv) Shelving and plant displays must be of a decorative nature. (v) Patio Porch~~ décor must be neat, clean, and aesthetically pleasing. (vi) Cleaning products, garden sprays, fertilizer containers, tools, brooms, shovels, and other non-decorative items must not be visible from the outside of the unit.

1.6. Prohibited Activities. Any activity causing excessive and unreasonable noise, odor, unsightliness, and/or unhealthy conditions is prohibited. Be guided by the ~~The~~ "occasional hobby-oriented" activity which causes only brief noise on a limited basis is probably not a prohibited nuisance, while rather than noise, odor, and the like related to an ongoing business or ~~any~~ any persistent and annoying activity considered to be a nuisance to neighbors are prohibited nuisances.

1.7. Porch Size. Mutual building permits are required for any alteration to Pporches. Porches may be reduced in size by: (i) Construction of Pporch closets ~~requires~~ (require a Mutual building permit); (ii) Adding pre-assembled cabinets/sheds; (iii) By expanding the interior rooms of the unit outward into the Pporch space (require a Mutual building permit).

Formatted: Not Highlight

1.8. Porch Floor. Outdoor carpeting is permitted. Any permanent resurfacing of the Pporch floor requires a Mutual building permit. Tile, pebble tech and other flooring materials must meet the co-efficiency rating (DCOS). Flooring installed without a permit may be removed by the Mutual at the shareholder's expense.

1.9. Acceptable Items. Acceptable items for Porch décor must be in good taste, properly maintained, and kept clean. Items placed without prior approval may be removed by the Mutual at the shareholder's expense.

1.10. Enclosed Porches. (i) A permit from the Physical Property Department is required for any construction to a Pporch. (ii) An enclosed Pporch may NOT function as a bedroom, kitchen, or storage closet. (iii) Any items not appropriate to a Pporch ~~will~~ must be removed by the shareholder or they will be removed by the Mutual at the shareholder's expense.

1.11. Enclosed Porch Acceptable Items. (i) Refrigerator or freezer in working condition plugged directly into wall socket only. (ii) Washer and/or dryer may be installed inside a Pporch storage cabinet. (iii) A permit must be obtained for the installation of these appliances, and all codes relating to electrical and, if applicable, plumbing and ventilation must be adhered to.

1.12. Open Porch Wall Railings. (i) Unlike the rule for Ppatio walls (no objects of any kind on Ppatio walls, Policy 05-7415-1, 2.8.6.) a limited number of potted plants and ornaments are allowed on Pporch railings. If the number of objects is determined to be excessive or hazardous, which determination shall be made at the Board's sole discretion, the Mutual will inform the shareholder that they must be removed. (ii) Tempered glass panels are allowed on Open Porch Wall Railings ONLY. They are NOT allowed on Ppatio walls.

Formatted: Font: Bold

Formatted: Font: Not Bold

2. Section 2 – Patios and Paved Seating Areas

Shareholders must be aware that Patios and Paved Seating Areas are placed on Mutual Trust property for NON-EXCLUSIVE use by an individual shareholder. The Mutual shall have sole discretion in granting the shareholder the NON-EXCLUSIVE use of this common property, including the size and position of the Patio/Paved Seating Area. Patios/Paved Seating Areas will be unique and will be approved on a site-specific basis, taking into consideration all the factors listed. Shareholders are also advised that Patios/Paved Seating Areas are visible to surrounding shareholders, therefore, they must be aesthetically pleasing, architecturally appealing, uncluttered, and well maintained. All requests must be submitted to the Golden Rain Foundation (GRF) Physical Property Department.

2.1. Patio and Paved Seating Area Approval Process

2.1.1. The shareholder will submit a hand-drawn (or professionally prepared) plot plan showing all details of the requested location to the GRF Physical Property Inspector, drawn to scale, that can be easily understood with dimensions in feet

and inches. Plans must include any proposed walls, wall materials, columns, wall caps, fences, and gates. All Patios must have a gated or ungated opening to meet safety standards.

2.1.2. The GRF Physical Property Inspector will submit the plans for approval to the Physical Property Committee and the Committee will review the plot plan, followed by a site visit. The Committee will inform the shareholder of any necessary changes before preliminary approval.

2.1.3. Preliminary approval of a Patio proposal must be completed 3 weeks prior to a monthly board meeting to be on the agenda for a vote of the Board of Directors.

2.1.4. Upon preliminary approval by the Physical Property Committee a request will be sent to the Mutual Five Board of Directors for final approval at a regular board meeting.

2.1.5. Once approved by the Board of Directors the Physical Property Inspector will inform the shareholder and a permit must be obtained through a contractor vetted by the Golden Rain Foundation.

2.2. Patio and Paved Seating Area Requirements. (i) All requests will be considered by the Physical Property Committee on a site-specific basis, taking into consideration, but not limited to the following: (a) Aesthetic/financial value to the Mutual (b) Functionality for the shareholder (c) Utility boxes (d) Electrical enclosures/panels (e) Sprinkler systems (f) Sprinkler valves/plumbing (g) Telephone pull boxes/equipment (h) Sidewalks (i) Laundry rooms (j) Landscaping. (ii) Patios/Paved Seating Areas must: (a) Slope away from the building. (b) Include a 6" mow strip. (c) There must be a minimum 18" setback from the sidewalk to the edge of the mow strip. (d) Setback may be waived by the Board on a site-specific basis. Patio surface material must be non-skid. (e) Natural grass may not be planted within the Patio/Paved Seating Area. (f) Minor exceptions to the specifications may be granted by the Board of Directors on a site-specific basis.

Formatted: Indent: Left: 0.5"

2.3. Stipulations for Existing Patios and Paved Seating Areas

2.3.1. All current Patios/Paved Seating Areas must comply with the requirements of this Policy.

2.3.2. Maintenance, repair, and insurance for Patios and Paved Seating Areas are the responsibility of the shareholder.

Formatted: Font: Bold

2.3.3. At the time of transfer of stock ownership, the buyer must agree to manage, maintain, repair, and insure the Patio/Paved Seating Area. All existing Patios/Paved Seating Areas must be brought into compliance at the sale or transfer of a unit at seller's expense.

2.3.43. Remodels of existing Patios/Paved Seating Areas must comply with this policy in its entirety and require a permit.

2.4. Patio Walls. (i) All Patios must be enclosed by a wall that is no higher than 26 "high on the inside. (ii) Patio wall exterior with cap must be between 24" and no higher than 35" high. (iii) Gates must not be higher than 36" and must NOT be locked at any time. (iv) All walls must be equipped with adequate weep holes in walls for draining. (v) Any changes or deviations from the approved plans must be submitted to the Physical Property Department for a change order prior to implementation.

2.5. Paved Seating Area Size and Specifications. (i) Must be no larger than 7' X 7', or 49 square feet if rectangular, as measured from the building wall, and can be adjacent to the unit walkway. (ii) When adjacent to a walkway the Ppaved Sseating Aarea and the walkway ~~y~~ must be made with the same surface material in most cases. (iii) The size, shape and surface material will be approved on a site-specific basis. (iv) The Paved Seating Aarea must be surrounded by a mow strip.

2.6. Patio Size and Shape. (i) Patio width and depth will be approved on a site-specific basis. (ii) The size and shape of a Ppatio must be in proportion to the proposed location, taking into consideration the location of unit's windows and doors, the size of the green belt, location of utilities and trees, existing landscaping, irrigation system, and other factors of this nature. (iii) The exact size and shape will be determined by the Board of Directors.

2.7. Disclosure Agreement

2.7.1. The Physical Property Department will provide a disclosure to all new shareholders stating that their Patios/Paved Seating Areas might have been built over sewer, water, electrical, or other types of utilities and that there is the potential to require access or relocation and that this could require removal of all or a portion of the patio at the owner's expense. (See Form 05-7415-4)

2.7.2. Shareholders are responsible for all costs of the Ppatio/Ppaved Sseating Aarea including but not limited to the maintenance of the patio, corrections to the elevation of the green belt around the patio/paved seating area, sprinkler relocation, grass replacement, tree replacement, and flower bed repairs.

2.7.3. All grass, landscape, and irrigation relocation must be done by the Mutual 5 landscaper. The landscaper must be contacted before construction begins. The grass must be restored with sod.

2.7.4. ~~This~~The disclosure must be signed by the selling shareholder and it will be provided to the purchasing shareholder.

2.8. Patio and Paved Seating Area Use: Rules and Maintenance Requirements

2.8.1. Emergency Egress: Windows, Gates and Walkways. (i) All window spaces must be kept clear to facilitate emergency exit and entrance. (ii) A clear path of at least 36 inches must be maintained on the entrance walkway of the patio and paved seating area to the entry door from the unit. (iii) Walkway must have a clean 36-inch pathway. No obstructions allowed including potted plants.

Formatted: Indent: Left: 1"

~~The only items allowed on Paved Seating Areas are a table with a reasonable number of chairs, one patio umbrella and a barbeque unit. ALL other items must be approved in advance by the Mutual.~~

Formatted: Indent: First line: 0"

2.8.2. Furniture and ~~other items~~ Other Items: (i) All items must be appropriate for outdoor use on Patios/Paved Seating Areas. (ii) The only items allowed on Patios/Paved Seating Areas are a table, a reasonable number of chairs, a reasonable number of small side tables, one coffee table, one large or two small patio umbrellas and one barbeque unit. ALL other items, including but not limited to potted plants and storage chests, must be approved in advance by the Mutual. (iii) It is preferable to leave patio furniture uncovered for the sake of the surrounding shareholders, however, if furniture covers are used on patio/paved seating area furniture the covers must be contoured covers that fit snugly over each individual piece of furniture and must be in good condition. Towels, sheets, tarps, or other non-contoured covers are not to be used.

Formatted: Font: Bold, Underline

2.8.3. Obstruction of the Greenbelt View: (i) ~~The areas around the inside perimeter of Patio walls must be kept free at all times of a solid row of plants, trellises, or other objects~~ objects at all times that obstruct the view of the length of the greenbelt, and nothing (ii) ~~Nothing can be placed around the edges~~ of Paved Seating Areas, including but limited to plants, pottery, ornaments and similar items. (iii) ~~Nothing is allowed around the outside of Patio walls on the grass, on the footing or on the mow strip, including but not limited to lights, plants, ornaments or any other item.~~

Formatted: Indent: Left: 1", First line: 0"

2.8.4. Excessive clutter or inappropriate items are not ~~allowed~~ allowed on Patios /Paved Seating Areas.

2.8.5. On Paved Seating Areas barbeques must be stored along the building and must be used according to the barbeque policy (Policy 05-7427-1).

Formatted: Indent: Left: 1", First line: 0"

2.8.6. Nothing can be placed on, or attached to, Patios walls. This includes but is not limited to plants and ornaments, glass panels, wind sails, pergolas, awnings, poles, and permanent umbrellas.

2.8.7. Patio/Paved Seating Area umbrellas must be closed when not in use. When shareholders leave for extended periods of time the umbrellas must be placed on the floor in case of high winds during their absence.

2.8.8. The Mutual [Board](#) has sole discretion about the appropriateness of Patio/Paved Seating Area items.

2.8.9. Any item in, on, built into or onto a Patio/Paved Seating Area in conflict with this policy must be removed by the shareholder within 10 days of written notification. If the item is not removed after the 10-day period, the Mutual will have the right to remove the item at the shareholder's expense [after a noticed hearing, if necessary](#).

Mutual Corporation No. Five

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND THE OCCUPANCY AGREEMENT (NEW BUSINESS, ITEM D)
DATE: SEPTEMBER 20, 2023
CC: MUTUAL FILE

I move to adopt amended Mutual Five Occupancy Agreement, amended by Mutual Attorney.

OCCUPANCY AGREEMENT

Mortgage Area No.: 00

File No.: 00-001A

This AGREEMENT, made and entered into this _____ by and between SEAL BEACH MUTUAL NO. XX (hereinafter referred to as the "Corporation"), a corporation having its principal office and place of business in Orange County, California and

(hereinafter referred to as "Member");

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World (hereinafter called "Leisure World"), Seal Beach, Orange County California, with the intent that its stockholders (hereinafter called "Members"), shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth and subject to the limitations imposed by Civil Code § 51.3; and

WHEREAS, the Member is the owner and holder of one share of common capital stock, Series K of the Corporation and has a bona fide intention to reside in the project;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Corporation hereby lets to the Member, and the Member hires and takes from the Corporation, dwelling unit number 10000 EL DORADO DRIVE #001A Lot (or Lots) 37 Tract 4401, located at Leisure world.

TO HAVE AND TO HOLD said dwelling unit unto the Member, the Member's executors, administrators and authorized assigns, on the terms and conditions set forth herein and in the Articles of Incorporation and Bylaws of the Corporation and any rules and regulations of the Corporation now or hereafter adopted pursuant thereto, from the date of this agreement for a term terminating on _____ renewable thereafter for successive three-year periods under the conditions provided for herein.

ARTICLE 1. MONTHLY ASSESSMENTS

Commencing at the time indicated in ARTICLE 2 hereof, the Member agrees to pay to the Corporation a monthly sum referred to herein as "Assessments," equal to the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors to meet its annual expenses, including but not limited to the following items:

- (a) The cost of all operating expenses of the project and services furnished, including charges by the Golden Rain Foundation (hereinafter called the "Foundation") for facilities and services furnished by the Foundation, in addition to any and all other charges required pursuant to that agreement between Golden Rain Foundation and the Corporation mentioned in Article 13 below.
- (b) The cost of necessary management, administration and professional services.
- (c) The amount of all taxes and assessments levied against the project of the Corporation of which it is required to pay, except that in the event the taxing authority makes a separate assessment as to the assessed value of each dwelling unit, the proportionate share of taxes to be paid as to said dwelling unit shall be determined by the ratio of the assessed value of the dwelling unit to the total assessed value of all dwelling units of the corporation, the Member agrees to and shall pay the amount of said taxes determined by the taxing authority for the said Member's respective dwelling unit, which shall be included in the "Assessments" hereinabove referred to, in said amount as separately determined for said dwelling unit.
- (d) The cost of fire and extended insurance on the project and such other insurance as the Corporation may effect. Member shall be responsible for obtaining personal property insurance for the purpose of insuring Member's personal property within Member's dwelling unit, alterations made to the dwelling unit by Member during the term hereof, and alterations made to the dwelling unit by previous occupants thereof.
- (e) The cost of furnishing water, gas, electricity, garbage and trash collection, other government mandated responsibilities, and other utilities to the extent furnished by the Corporation (See Article 10).
- (f) All reserves set up by the Board of Directors, including but not limited to the general operating reserve, contingency reserve and the reserve for repair or replacement of Mutual property.
- (g) The estimated cost of repairs, maintenance and replacement of Mutual property to be made by the Corporation.
- (h) Any and all other charges related to Members occupancy of the dwelling unit, including but not limited to repair orders not paid for by Member at the time of service, cable service, and any other fees and charges unrelated to the Mutual's regular assessment.
- (i) Any other expenses of the Corporation approved by the Board of Directors, including operating deficiencies, if any, for prior projects.

The Board of Directors shall determine the Assessments. Said sum shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year; but in no event shall the Member be charged with more than the Member's proportionate share thereof as determined by the Board of Directors. That amount of the Assessments required for payment of any other capital

expenditure shall be credited upon the books of the Corporation to the "Paid in Surplus" account as a capital contribution by the Member. Until further notice from the Corporation, the Assessments for the above mentioned dwelling unit shall be \$ _____.

ARTICLE 2. WHEN PAYMENTS OF ASSESSMENTS TO COMMENCE

After thirty days' notice by the Corporation to the effect that the dwelling unit is available for occupancy, or upon acceptance of occupancy, whichever is earlier, the Member shall make a prorated payment for Assessments covering the unexpired balance of the month. Thereafter, the Member shall pay Assessments in full each month in advance on the 1st day of each month.

ARTICLE 3. PATRONAGE REFUNDS

The Corporation agrees on its part that it may refund or credit to the Member within ninety (90) days after the end of each fiscal year, the Member's proportionate share of such sums as have been collected in anticipation of expenses which are in excess of the amount needed for expenses of all kinds, including reserves, in the discretion of the Board of Directors of the Corporation.

ARTICLE 4. MEMBER'S OPTION TO RENEW

It is covenanted and agreed that the term herein granted shall be extended and renewed from time to time by and between the parties hereto for further periods of three years each from the expiration of the term herein granted, upon the same covenants and agreements as herein contained unless (1) notice of the Member's election not to renew shall have been given to the Corporation in writing at least four months prior to the expiration of the then current term, and (2) the Member shall have on or before the expiration of said term (a) endorsed Member's membership for transfer in blank and deposited same with the Corporation, and (b) met all of Member's obligations and paid all amounts due under this agreement up to the time of said expiration, and (c) vacated the premises, leaving same in a good state of repair. Upon compliance with provisions (1) and (2) of this Article, the Member shall have no further liability under this agreement and shall be entitled to no payment from the Corporation.

ARTICLE 5. PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

The Member shall occupy the dwelling unit covered by this agreement as a private residential dwelling for the Member, or for qualified members of Member's immediate family, who are over the age of 55 and for no other purpose, and may enjoy the use, in common with the other members of the Corporation, of all community property and facilities of the project, so long as Member continues to own the aforesaid common stock of the Corporation, occupies the dwelling unit, and abides by the terms of this agreement. Member shall not own more than one share of stock in Corporation, or any other Mutual Corporation located in Seal Beach Leisure World concurrently, Member being expressly obligated to fully divest ownership in Corporation prior to acquiring, owning or occupying a dwelling unit other than as set forth above.

The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will Member commit or permit any nuisance on the premises or commit or suffer any illegal act to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.

ARTICLE 6. MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this agreement, the Corporation covenants that the Member may at all times while this agreement remains in effect, have and enjoy for Member's sole use and benefit the property hereinabove described, after obtaining occupancy, and may enjoy in common with all other members of the Corporation the use of all community property and facilities of the project.

ARTICLE 7. NO SUBLETTING WITHOUT CONSENT OF CORPORATION

The Member hereby agrees not to assign this agreement or sublet Member's dwelling unit without the written consent of the Corporation. Violation of this provision shall, at the option of the Corporation, result in termination and forfeiture of the Member's rights under this agreement. Rents under any sublease shall be assigned to the Corporation and the sublease shall be delivered to the Corporation, and the Corporation shall be irrevocably empowered to collect rents and apply the rents in reduction of sums due from time to time under this agreement. The sublease shall be in a form acceptable to the Corporation, shall require the subtenant to abide by the terms of the Occupancy Agreement during Member's subtenancy, and shall give to the Corporation an irrevocable power to dispossess or otherwise act for the sublessor in case of default under the sublease.

The liability of the Member under this agreement shall continue notwithstanding the fact that Member may have sublet the dwelling unit with the approval of the Corporation. The Member shall continue to be liable for all obligations hereunder and shall be responsible to the Corporation for the conduct of Member's sublessee.

ARTICLE 8. TRANSFERS

Neither this agreement nor the Member's right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of memberships in the Bylaws of the Corporation.

ARTICLE 9. MANAGEMENT TAXES AND INSURANCE

The Corporation shall provide necessary management, operation and administration of the project; pay or provide for the payment of all taxes or assessments levied against the project; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance procured by the Corporation as required by any mortgage on the property in the project, and such other insurance as the Corporation may deem advisable on the property in the project. The Corporation will not, however, provide insurance on the Member's interest in the dwelling unit or on Member's personal property.

ARTICLE 10. UTILITIES

- (a) The Corporation shall provide water, gas, electricity, and other government mandated services for exterior use, and sewage disposal. The cost of these services shall be included in the Assessments set forth in Article 1 hereof.
- (b) Member shall be responsible for electricity used within the dwelling unit, any telephone line other than the primary telephone line, internet, satellite, cable or other service provided to the dwelling unit.

ARTICLE 11. REPAIRS

- (a) By Member. The Member agrees to repair and maintain Member's dwelling unit at Member's own expense as follows:
 - (1) Any repairs or maintenance necessitated by Member's own negligence or misuse; and
 - (2) Any redecoration of the interior of Member's own dwelling unit, and minor repairs thereto, including but not limited to light bulbs, filters and similar items;
 - (3) Any repairs or maintenance of improvements and component parts thereof that were added by member or previous member(s) (whether within the interior of the unit or exterior to the unit) and other added items within the interior surfaces of the perimeter walls, floors and ceiling of the dwelling unit; ~~and~~
 - ~~(4)~~ Any repairs, maintenance and/or replacement to appliances, specifically, water heaters, garbage disposals, refrigerators, ovens, and stove tops located in or about the Unit, regardless of who installed the appliances or when they were installed.-
- (b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in Clause (a) of this Article. The officers and employees of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.
- (c) Right of Corporation to Make Repairs at Member's Expense. In case the Member shall fail to effect the repairs, maintenance or replacements specified in Clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the latter may do so and bill the Member for such expenses upon completion of same. Member shall pay Corporation for such expense within fifteen (15) days from the date said obligation becomes due. Failure of Member to pay said sum to the Corporation within 15 days from the date said obligation becomes due shall be considered delinquent and shall bear interest thereon at an annual interest rate not to exceed 12% commencing 30 days after the obligation became due.

ARTICLE 12. ALTERATIONS AND ADDITIONS

The Member shall not without the written consent of the Corporation, make any structural alterations in the premises, or in the water, gas or other service/utility pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises, Member shall surrender to the Corporation possession thereof, including any alterations, additions, fixtures and improvements.

The Member shall not, without the prior written consent of the Corporation, install or use in or about Member's dwelling unit any air conditioning equipment, washing machine, dishwasher, built-in microwave, hot tub/spa, clothes dryer, electric heater, power tools, or other item which, when installed, would be considered a fixture under California law. The Member agrees that the Corporation may require the prompt removal of any such equipment at any time, and that Member's failure to remove such equipment upon request shall constitute a default within the meaning of Article 14 of this agreement.

ARTICLE 13. MEMBERSHIP IN THE FOUNDATION, FACILITIES AND SERVICES FURNISHED

Prior to occupancy of the dwelling unit, the Member shall become a resident member of the Golden Rain Foundation, a California not for profit corporation, and shall pay a membership fee and such dues and assessments as are from time to time fixed and determined by its Board of Directors. A copy of the current Schedule of Membership Fees and Annual Dues has been furnished Buyer in escrow. Such dues and assessments shall be in addition to the monthly Maintenance Assessments specified in Article 1 hereof. The Foundation holds in trust, operates and maintains the community facilities, streets, and certain other off-site improvements and amenities within Leisure World for the benefit of the Members of the Corporation and other corporations owning and operating cooperative housing projects and condominiums located at Leisure World, (hereinafter called "Mutuals"), and in connection therewith, provide certain services, including but not limited to administrative and recreational.

The extent and nature of the facilities and services provided by the Foundation, the charges therefore and the persons to whom the same should be made available shall be as determined from time to time pursuant to agreement between the Corporation, the Foundation and other Mutuals.

ARTICLE 14. DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF

It is hereby mutually agreed as follows: If at any time after the happening of any of other events specified in Clauses (a) to (k) of this Article, the Corporation shall give to the Member a notice that the Member's right to occupy under this agreement will expire at a date not less than thirty (30) days thereafter (except that in the case of the default specified in Clause (h) of this Article, such date in the

notice shall be 10 days instead of 30 days), the Member's right to occupy an apartment under this agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by suitable action or proceeding at law or in equity or by any other proceedings which may apply to the eviction of the tenants by force or otherwise, and to repossess the dwelling unit in its former state as if this agreement had not been made:

- (a) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of the aforesaid common stock of the Corporation.
- (b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with the provisions of the Bylaws.
- (c) In case at any time during the continuance of this agreement the Member shall be declared a bankrupt under the laws of the United States.
- (d) In case at any time during the continuance of this agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any State.
- (e) In case at any time during the continuance of this agreement the Member shall make a general assignment for the benefit of creditors.
- (f) In case at any time during the continuance of this agreement any of the stock of the Corporation owned by the Member shall be duly levied upon and sold under the process of any Court.
- (g) In case the Member fails to effect and/or pay for repairs and maintenance as provided for in Article 11 hereof.
- (h) In case the Member shall fail to pay any sum due pursuant to the provisions of Article 1 or Article 10 hereof.
- (i) In case the Member fails to pay any charge which, if not paid, could become a lien against the housing project.
- (j) In case an individual or individuals occupy the dwelling unit covered by this agreement in violation of law, or in violation of the Bylaws or duly adopted written policies of the Corporation or Foundation.
- (k) In case the Member shall default in the performance of any of Member's obligations under this agreement.

The Member hereby expressly waives any and all right of redemption in case Member shall be dispossessed by judgment or warrant of any Court or judge. The words "enter", "re-enter", and "re-entry", as used in this agreement, are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions hereof, the Corporation shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for.

The Member expressly agrees that there exists under this Occupancy Agreement a landlord-tenant relationship and that in the event of a breach or threatened breach by the Member of any covenant or provision of this agreement, there shall be available to the Corporation such legal remedy or remedies as are available to a landlord for the breach or threatened breach under the laws of the State of California by a tenant of any provision of a lease or rental agreement.

Notwithstanding any other provisions of this agreement the Member, in case Member is in default hereunder, hereby expressly waives any and all notices and demands for possession as provided by the laws of the State of California.

The failure on the part of the Corporation to avail itself of any of the remedies given under this agreement shall not waive nor destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

ARTICLE 15. MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS

The Member covenants that Member will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Articles, Bylaws, rules and regulations of the Corporation and any amendments thereto, and by Member's acts of cooperation with its other members bring about for Member and Member's co-members a high standard in home and community conditions.

ARTICLE 16. EFFECT OF FIRE LOSS ON INTERESTS OF MEMBER

In the event of loss or damage by fire or other casualty to the above-mentioned dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the member to redeem the common stock of the Member and to reimburse Member for such loss as Member may have sustained.

If, under such circumstances, the Corporation determines to restore the premises, Maintenance Assessments shall abate wholly or partially as determined by the Corporation until the premises have been restored. If on the other hand the Corporation determines not to restore the premises, the Assessments shall cease from the date of such loss or damage.

ARTICLE 17. INSPECTION OF DWELLING UNIT

The Member agrees that the representatives of any mortgagee holding a mortgage on the property of the Corporation, the officers and employees of the Corporation, and with the approval of the Corporation the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day.

ARTICLE 18. SUBORDINATION CLAUSE

It is specifically understood and agreed by the parties hereto that this agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to, subordinate and inferior to the lien of any first mortgage or deed of trust hereinafter obtained by the

Corporation, and to any and all modifications, extensions and renewals of such loans or advances and to any mortgage or deed of trust made in replacement of such mortgages or deed of trust and to such additional loans or advances as may thereafter be made by or borrowed from any beneficiary, its successors or assigns, together with interest thereon on the date any such loans or advances are made, and to any mortgages or deeds of trust, consolidation agreements and other accompanying documents given to secure any such additional loans or advances which may at any time hereafter be placed on the real property hereinafter described, or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this agreement to any such mortgage or deed of trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, Member's irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of foreclosure of said mortgage which may be required by law. In the event a waiver of such notices is not legally valid, the Member does hereby constitute and appoint the Corporation as Member's agent to receive and accept such notices on the Member's behalf. The real property encumbered by or which may in the future be encumbered by said mortgage or deed of trust is as set forth herein.

ARTICLE 19. NOTICES

Whenever the provisions of law or the Bylaws of the Corporation or this agreement require notice to be given to either party hereto, such notice may be given in writing by depositing the same in a post office or letter box, in a postage paid, sealed wrapper addressed to the person to whom the notice is to be given, at Member's address as the same appears in the books of the Corporation, and the time when the same shall be mailed shall be deemed to be the time of the giving of such notice.

ARTICLE 20. FISCAL REPORTS

At the end of each fiscal year, the Corporation shall furnish to the Member a statement of the income and disbursements of the Corporation.

ARTICLE 21. ORAL REPRESENTATION NOT BINDING

No representations other than those contained in this agreement, the Articles of Incorporation and the Bylaws of the Corporation shall be binding upon the Corporation.

ARTICLE 22. REMEDIES

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights and remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Member to perform or observe any provision of this agreement.

ARTICLE 23. LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT

The Member covenants and agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this agreement, the Member shall pay to the Corporation a late charge of \$10.00 or 10%, whichever is greater, for each month of delinquency for each payment of Assessments, or part thereof, more than 10 days in arrears or such other amount as the Board of Directors in its discretion may determine. In the event member fails to pay any amounts hereunder when due, the unpaid amount shall bear interest thereon at the rate of 1% per month per annum until paid in full.

If a Member defaults in making a payment of Assessments or in the performance or observance of any provision of this agreement, and the Corporation has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Corporation any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay the cost of the suit, in addition to the other aforesaid costs and fees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed the day and year first above written.

NOTE: THE TERM OF THIS OCCUPANCY AGREEMENT IS AUTOMATICALLY RENEWABLE FOR SUCCESSIVE THREE-YEAR PERIODS UNDER THE TERMS AND CONDITIONS OF ARTICLE 4 HEREOF.

SEAL BEACH MUTUAL NO. XX

_____ Member

By: _____

_____ Member

_____ Member