#### **AGENDA**

## REGULAR MONTHLY CONFERENCE CALL MEETING OF THE BOARD OF DIRECTORS

### SEAL BEACH MUTUAL FIVE

Wednesday, April 17, 2024

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 <a href="mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a>, 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 <a href="mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a>, 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

Mr. Perez, Building Inspector

Ms. Equite, Portfolio Specialist

- 5. APPROVAL OF MINUTES:
  - a. Regular Meeting Minutes of March 20, 2024
- 6. GRF REPRESENTATIVE

Mr. Thompson

#### 7. BUILDING INSPECTOR'S REPORT

Mr. Perez

Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (pp. 3-4)

- a. Discuss and vote on patio proposal for Unit 101-L (pp. 5-8)
- b. Discuss and vote on patio proposal for Unit 069-G (pp. 9-14)

#### 8. **UNFINISHED BUSINESS**

a. No unfinished business

#### 9. **NEW BUSINESS**

- a. Approval of Monthly Finances (p. 15)
- b. Discuss and vote to ratify amended policy 7465.05 Skylight and/or Sola Tubes (pp. 16-21)
- c. Discuss and vote to approve cancelling June monthly board meeting (p. 22)
- d. Discuss and vote to approve purchase of CD's (p. 23)
- e. Discuss and vote to amend policy 05-7502-1 Carport Parking Rule (pp. 24-29)

#### STAFF BREAK BY 11:00 A.M.

10. SECRETARY / CORRESPONDENCE Ms. Lee

11. CHIEF FINANCIAL OFFICER'S REPORT Mr. Cude

12. PRESIDENT'S REPORT Ms. DeRungs

13. PORTFOLIO SPECIALIST REPORT Ms. Equite

#### 14. ANNOUNCEMENTS

- a. **NEXT REGULAR BOARD MEETING:** Wednesday, May 15, 2024, at 9:00 a.m., Building 5, Conference Rm B and Zoom Video/Conference Call.
- b. **ANNUAL SHAREHOLDER & ELECTION MEETING:** Tuesday, June 11, 2024, at 10:00 a.m., Clubhouse 4 and Zoom Video/Conference call
- 15. COMMITTEE REPORTS
- 16. DIRECTORS' COMMENTS
- 17.ADJOURNMENT
- 18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 12 PM

INSPECTOR MONTHLY MUTUAL REPORT							
MUTUAL:	(05) FIVE					INSPECTOR:	Anthony Perez
MUT	MUTUAL BOARD MEETING DATE: March, 20 2024						
			Р	ERMIT A	CTIVIT	Ύ	
UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	Improvment Values	RECENT INSPECTION	CONTRACTOR
69-B	CARPORT STORAGE	GRF	03/07/24	03/29/24	\$600		GODMAN CONSTRUCTION
69-B	WASHER AND DRYER	BOTH	01/02/24	03/08/24	\$32,795	FINAL 03/25/24	GODMAN CONSTRUCTION
69-G	SLIDING GLASS DOOR	BOTH	03/11/24	04/30/24	\$9,595		KONRAD CONSTRUCTION
69-K	HEAT PUMP	BOTH	01/29/24	04/19/24	\$5,525		GREENWOOD
69-L	PLUMBING VENTS/DOOR	BOTH	03/22/24	05/31/24	\$9,890	ROUGH PLU/ELEC 03/27/24	BRUNO
71-H	SCREEN ROOM	GRF	03/11/24	04/30/24	\$8,353		JOHN BERGKVIST
90-B	ELECTRICAL PANEL	BOTH	01/02/24	02/29/24	\$1,700	FINAL 03/15/24	MP CONSTRUCTION
91-E	FLOORING REPAIR	GRF	03/21/24	04/22/24	\$400	FINAL 04/02/24	A&E FLOORING
93-J	EASY ACCESS TUB	BOTH	05/13/24	06/13/24	\$3,512		NUKOTE
93-L	HEAT PUMP	BOTH	10/10/23	12/10/23	\$9,200		ALPINE
94-F	REMODEL	BOTH	04/15/24	08/30/24			
95-A	GATE W/ RAILS	GRF	03/11/24	05/30/24	\$5,000		MP CONSTRUCTION
95-K	WASHER AND DRYER	BOTH	08/07/23	10/30/23	\$6,800		BA CONSTRUCTION
97-G	UNIT REMODEL	BOTH	06/19/23	11/15/23	\$140,400	DRYWALL 08/28/23	JC KRESS
98-C	UNIT REMODEL	BOTH	06/10/232	11/30/23	\$104,000		MP CONSTRUCTION
100-A	KITCHEN REMODEL	BOTH	06/10/23	04/30/23	\$35,500	PLUMB, FRAM, ELEC, 03/27	BA CONSTRUCTINO
101-C	WASHER AND DRYER	BOTH	08/28/23	10/29/23	\$27,730	ELECTRICAL 10/04/23	MARCO CONSTRTUCTION
103-H	WASHER AND DRYER	BOTH	01/10/24	04/30/24	\$39,555		LOS AL BUILDERS
104-K	ELECTRICAL PANEL	BOTH	01/02/24	02/29/24	\$1,750	FINAL 03/18/24	MP CONSTRUCTION
106-G	SKYLIGHT/DOOR BELL	BOTH	04/15/24	05/31/24	\$5,114		BERGKVIST
107-B	CARPORT CABINET	GRF	03/30/24	04/30/24	\$950		VICKERS CONSTRUCTION
107-l	HEAT PUMP	BOTH	09/28/23	12/28/23			GREENWOOD
112-C	BED DOOR/CARPORT STO.	BOTH	01/01/24	06/15/24	\$4,923	FINAL 03/15/24	CONSTRUCTION LOGIC
117-J	CARPORT CABINET	GRF	03/29/24	04/30/24	\$950		VICKERS CONSTRUCTION
117-L	HAND RAIL	GRF	10/03/23	11/03/23	\$1,900		GRECO
118-K	LOWER STORAGE CABINET	GRF	09/25/23	10/25/23	\$950		VICKERS CONSTRUCTION
120-E	WASHER /DRYER/PANEL	BOTH	03/24/24	09/01/24	\$9,900		VICKERS CONSTRUCTION
120-E	LOWER STORAGE CABINET	GRF	01/03/24	02/03/24	\$975		VICKERS CONSTRUCTION
121-K	WINDOWS AND DOORS	BOTH	08/01/23	09/20/23	\$11,000	WAITING ON CONTRACTOR	BROTHERS GLASS
122-A	UNIT REMODEL	BOTH	08/07/23	12/03/23	\$70,000	FINAL 03/18/24	NATIONWIDE
122-C	EASY ACCESS TUB	BOTH	05/15/24	06/15/24	\$3,512		NUKOTE
122-E	FRAMING/SCREEN	GRF	04/22/24	05/31/24	\$3,899		BERGKVIST
122-L	RETRO WINDOWS/DOOR	BOTH	03/01/24	03/10/24	\$8,985	FINAL 03/15/24	OGAN
122-L	HEAT PUMP	BOTH	08/28/23	11/28/23	\$4,925		M&M SKYLIGHTS
122-L	PATIO	BOTH	02/19/24	03/19/24	\$24,590		OGAN
123-J	FLOORING	GRF	03/10/24	04/30/24	\$5,450	FINAL 03/29/24	KARYS CARPET
125-F	ADDING BATH	BOTH	02/05/24	04/30/24	\$21,800	ROUGH FRAME/ELE 4/8/24	KANG'S CONSTRUCTION
125-F	UNIT ABATEMENT	GRF	02/22/24	02/23/24	\$3,200		UNIVERSAL ABATEMENT
126-G	WASHER AND DRYER	BOTH	01/03/24	02/12/24	\$11,850		HADI

			ES	SCROW	ACTIVIT	ΓΥ			
Unit #	NMI	PLI	NBO	FI	FCOEI	ROF	ACTIVE,	CLOSING,	CLOSED
							19	3	3
69-G		10/19/23	12/04/23	12/19/23	01/04/24				
69-L		04/17/23	02/22/24	02/22/24	03/07/24	04/03/24			
91-J		06/23/23							
94-F		11/21/23	12/07/23	12/07/23	12/21/23				
94-H		06/23/23							
100-I		04/03/24							
101-B		06/21/22							

	INSPECTOR MONTHLY MUTUAL REPORT						
MUTUAL: (05) F	IVE				INSPECTOR:	Anthony Perez	
MUTUAL BO	ARD MEETING DATE: March	, 20 2024					
102-L	12/06/23	3					
104-F	12/06/23	01/24/24	01/30/24	02/12/24	03/29/24		
104-K	01/03/24	03/11/24					
114-I	03/06/24						
115-K	02/06/24	02/06/24	02/15/24	03/01/24	03/15/24		
116-A	03/11/24						
119-A	04/04/24						
121-H	04/04/24						
121-K	04/03/24						
121-L	03/13/24	·					
123-J	03/27/24						
126-K	03/06/24	03/29/24	03/29/24				

	SHA	DED AREAS HAVE BEEN SIGNED OFF	
	FI = Final Inspection	FCOEI = Final COE Inspection ROF = Release of Fund	ds
		CONTRACTS	
CONT	TRACTOR	PRO	DJECT
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	May, 2024	Buildings 96, 97, 107, 112, 123, 125,72 , 92	, 117
Dr. Pest March 21st 20	024 - March 20 2025	Monthly bait stations contract	82 Bait stations
MP CONSTRUCTION		Electrical replacement proposal	

SPECIAL PROJECTS					
Contractor	Discription of Work				
101-L	Patio permit				
69-G	Patio permit				

		SHAREHOL	DER AND MUTUAL REQUEST
125-F	Sewer concern	3/14/2024	
116-A	Diffuser	3/14/2024	
105-K	Roof leak	03/19/24	
98-J	Exhaust fan	3/19/2024	
94-E	Patio roof leak	3/19/2024	
Laundry	room #91 Backup	3/21/2024	
70-B	Bathtub	3/28/2024	

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

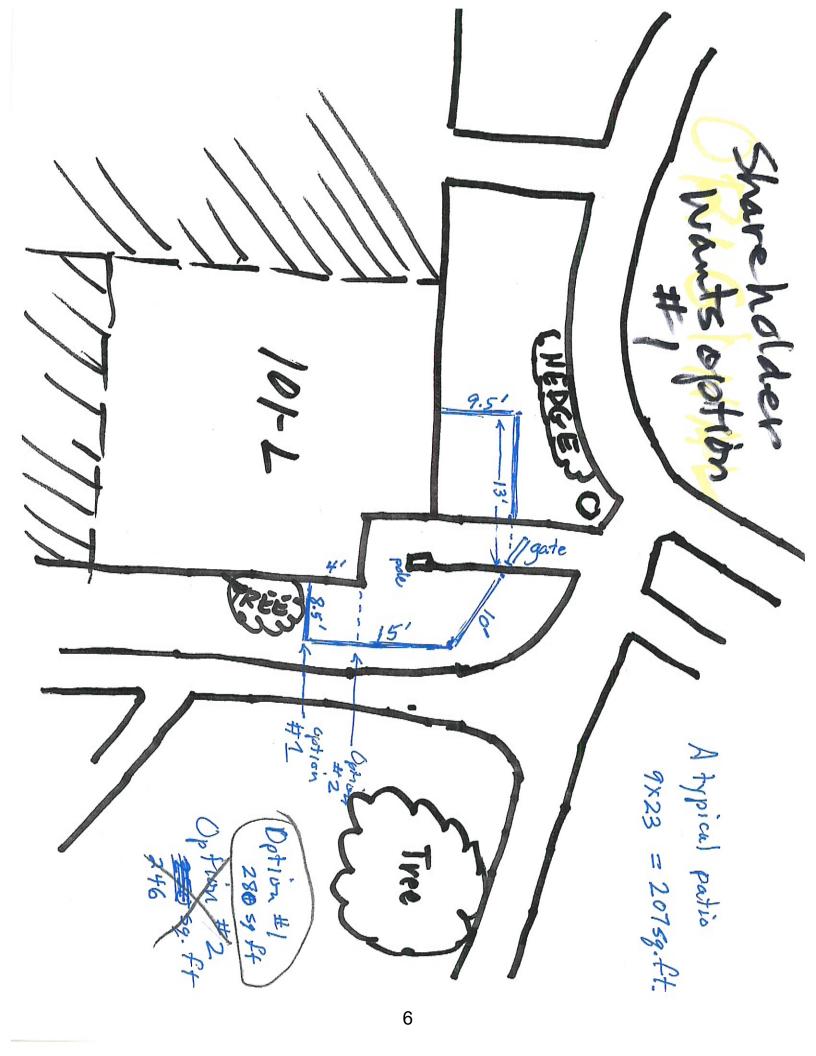
FROM: MUTUAL ADMINISTRATION

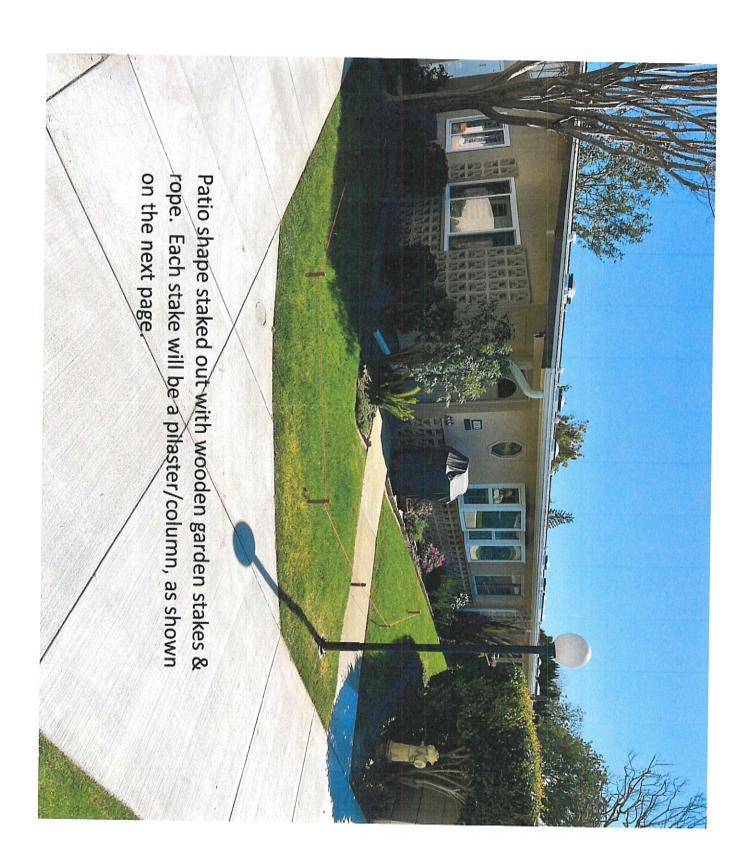
SUBJECT: DISCUSS AND VOTE ON PATIO PROPOSAL FOR UNIT 05-101-L (BUILDING

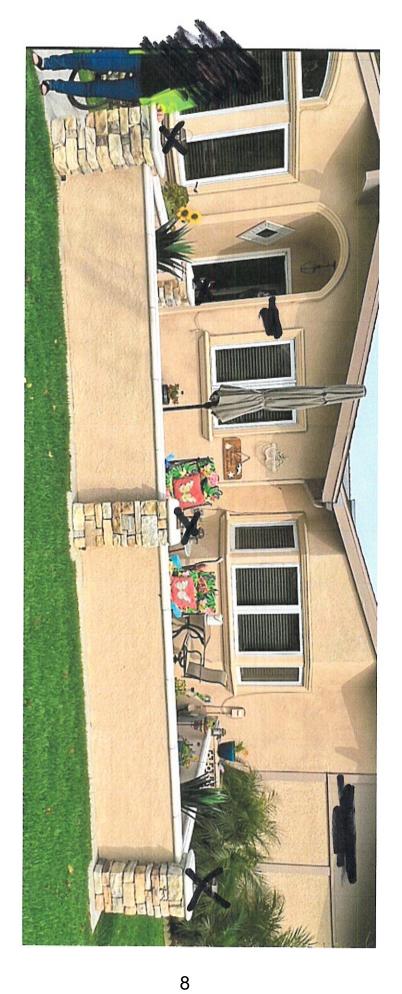
INSPECTOR, ITEM A)

DATE: APRIL 17, 2024
CC: MUTUAL FILE

I move to approve the patio proposal for Unit 05-101-L, work to be done at the shareholder's expense.







color to match existing building 5-101L color. Pilasters/columns and walls

. Stucco

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE ON PATIO PROPOSAL FOR UNIT 05-069-G (BUILDING

**INSPECTOR**, ITEM B)

DATE: APRIL 17, 2024
CC: MUTUAL FILE

I move to approve the patio proposal for Unit 05-069-G, work to be done at the shareholder's expense.

040.75			RAIN FOUNDAT DING PERMIT	ION	1000 BS NO	10001
Fee: \$ 218.75		50.5			Permit: #_	19231
START DATE 0	3/01/2024	MUTL	JAL 05-0000	APT NO	069G	
COMPLETION D	ATE 06/01/2024	•	тоі	DAY'S DATE	03/06/2024	
RESIDENT NAMI	E Ann Beck		ADDRESS 13			
NATURE OF ALT	ERATION:		TO SOCIED IN THE POST OF ALL RESIDENCE OF THE POST OF		andelite. In the distance of the delite	
wall with river roc	k on the outside. Th	emove the planter and the wall will have caps of the sprinklers as needed.	on top. The wall wi	l be 3' high incl		7' length worth of
(Per Building Mutual	Standards)					
Do not change	or add to the above-sp	ecified alterations withou	t proper written appro	oval and change o	order from the Phys	sical Property Office.
		NOTICE TO RE	SIDENT OF AG	REEMENT		
are completed.  I, Ann Beck expense of the abpart of the buildin I agree all work occupancy of this Agreement. I also agree to be my failure to per of the alteration ceiling of the dwe Further, I agree t from the Mutual alteration. I will in I will, in the even	pove alterations arg. will comply with a personally responsion form, the Mutual which has been alling unit. That I will personal Corporation in the mediate pay the tof sale or transfigure.	Foundation and Murill be free to use a simple for the repair Corporation to perfouthorized may be early maintenance the	Owner/Member ocating this apart tual Corporation and maintenance orm repairs or materior to use interestion and, intual Corporation upon being billed ont of the new ow	of the above a ment, this alto policies, regularization withing of the alteralization and the event of performs and the event of the ev	partment do heration shall the lations and properties on the framework the alteration of the perime from failure, affing repairs or meration or meaning or meaning or meaning or meaning the second se	ereby agree to bear the reupon remain as ocedures. During my rk of the Occupancy orize, in the event of on even though part ter walls, floors, and ter reasonable notice aintenance upon the
N	mance of the alter	adon herein provide				
*** Mutual Director's Sign	nature Da	te	*** Owner/Member Si	gnature	Date	
as may be deemed undertaken. Prior with Contractor's Physical Property CONTRACTOR M City of Seal Beach For final inspection, notice is required)  NOTICE: Contractor of the co	ed adequate by the to the issuance is licenses issued by Office.  SUST CALL PHYSE PERMIT REQUIRE CONTRACTOR MUST CALL CONTRACTOR MUST CALL CONTRACTOR MUST CALL CONTRACTOR MUST FURNISHED COPY ISS LIEN RELEASE TO F	tractor performing the Physical Proper of this Building Post of Call Property of Call Property of City of Seal Beach Post of City	ty Office, considermit, Certificate lifornia and the OFFICE FOR INcerty Office and City ermit with Valuation	dering the na es of Insuran City of Seal E SPECTIONS Permit # of Seal Beach for Amount before falterations.	ture of the work ce and Endors Beach, must be WHEN JOB IS or a joint final inspectant of job.	rk which is sements, together e filled with the READY.
J&J Landscaping	Date		Orti mapediomod	CIVISOI, I IIYSICA	ir roperty office	Date
BUILDING Footing Framing Wood Treatment Shear Panel Insulation Roof Sheathing	Approved By		Landscaping Lock Box w/ key ELECTRICAL W Rough Wiring Final Inspection HVAC	ORK	Approved By	<u>Date</u>
Roof			Rough Wiring			
Flashing			Final Inspection			

Rodent Proofing

Rough Plumbing

FINISH BUILDING

PLUMBING

Finish Work

Ground Work

Lathing

Dry Wall

Scratch Coat

**Brown Coat** 

Finish Plastering

Miscellaneous

Tile Approval

#### PROPOSAL AND CONTRACT

			1010	
ГО:	Shareholder's Name /Ann B	reck	101	MAR 0 4 2024
	Address 1360 Phys Pell			
	Seal Beach Mutual Number	Unit # <u>696</u> Date _	2-24-8	Physical Property Departmen
	The undersigned, a Contractor doin set forth, who is duly licensed under Contractor's License Number 24 all labor necessary to complete in and specifications which have been Corporation in which said work is conditions set forth herein, and the other following work herein specified:	g business under the firm er and pursuant to the law too 37. , agrees to furn a good and workmanlike en approved by the Shato be performed, and ac General Provisions attach	name and ws of the Sish all mate manner are reholder a cording to	style herein below State of California, erials and perform according to plans and by the Mutual all the terms and
	a. As itemized in the list attached l	hereto, marked Exhibit "A	"•	
	b. Pursuant to a sketch of plan and	d elevation of attachment	s hereto, n	narked Exhibit "B"
	c. Purcuant to the Constitution	d applicable drawings for ned hereto, marked Ext the sum of:	or patio end nibit "C".	closures issued by

ork shall be completed in a manner so as to comply and ordinances pertaining to said work, and subject itisfactory to the Seal Beach Mutual Corporation in rees to perform all work so that the same will pass ormance under the contract shall be distributed as

MEDER

ss, upon execution of the contract.

- р. то% upon satisfactory completion of all foundation and floor slab work.
- 40% upon the satisfactory completion of all framing, windows, doors, insulation, rough electrical and upon completion of qualified roofing.
- d. 20% upon satisfactory completion of the installation of drywall, nailing inspection and exterior lath.
- e. 10% upon satisfactory completion of the total work. The balance of 10% due to Contractor shall be payable after the expiration of thirty (30) days from the completion of the work, or such period of time required by surety bond or completion bond, whichever time shall be greater, and provided all work has been approved by the Mutual Corporation and all governmental authority having jurisdiction over the work, and Contractor shall have submitted a copy of paid invoices for all supplies to the work. Said final payment shall not be due to Contractor until such time as all final inspection deficiencies are made good. Contractor agrees to guarantee his work and to make good at his own expense any and all defects or failure to every kind due to imperfections of failures in workmanship or materials for a period of one year after the date of final acceptance of work.
- f. The foregoing payment schedule shall apply only to Patio Enclosure contracts with a total price of \$25,000.00 or more.

The Contractor agrees to carry Worker's Compensation Insurance with minimum limit of \$1,000,000.00, General Liability Insurance with minimum combined single limit coverage of \$1,000,000.00 and Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000.00 inclusive of any auto, non-owned and hired auto. Coverage to name Seal Beach Mutuals 1 - 17 and Golden Rain Foundation as additional insured under said coverage for the purpose of work to be done, and to provide a certificate of said insurance. Said certificate shall carry on the face thereof a provision that Shareholder, Seal Beach Mutual and

2/4.

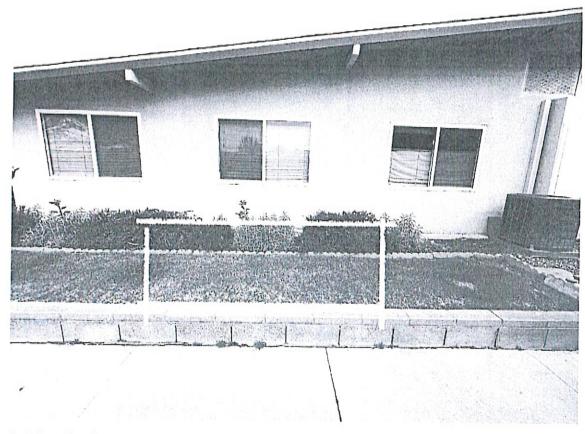
#### CONTRACTOR GENERAL PROVISIONS

- 1. CONTRACT OFFICER: The Contract Officer is an agent appointed by the Mutual Corporation and designated by the Mutual Corporation to perform for the Mutual Corporation the matters herein specified and to protect the Mutual Corporation in the manner hereinafter set forth. The Contract Officer may coordinate for the Mutual Corporation on complaint of the Shareholder, but is not the agent of the Shareholder.
- 2. PROGRESS OF WORK: The Contractor agrees to start work as stated in the Proposal and Contract, and prosecute his work with due diligence in a manner satisfactory to the Shareholder, and complete same as stated herein. If, under the terms of the contract, the Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such notice from the Shareholder, immediately increase his working force and speed delivery of materials necessary to maintain progress satisfactory to the contract agreement. It is agreed that time is of the essence of this contract, and if within two (2) days after receipt of such notice, the Contractor has failed to increase his working force and speed delivery of materials necessary to maintain progress satisfactory to the contract, or correct any defects, failures, or complaints with respect to labor and/or materials furnished, the Shareholder shall have the right to:
  - a. Supply sufficient material and employ such additional labor as is necessary to maintain satisfactory progress, and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or
  - Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or
  - c. Assess a \$250.00 each calendar day penalty for each day completion is in excess of contracted days to complete the work. Said accrued penalty shall be paid to the Mutual Corporation, or
  - d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory, and providing the Contractor has paid all of his bills and discharged all of his obligations in connection with the work.
    - All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election, and shall also be applicable in the event the Contractor becomes insolvent or is declared bankrupt or is otherwise taken over by creditors.
- 3. MECHANIC'S LEIN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees, upon two (2) days notice from the Shareholder, to have the same discharged, and in the event of the failure of the Contractor to do so, the Shareholder may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Shareholder, indemnity or otherwise, for such discharge as well as reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor. In accordance with Section 7018.5 of the Business and Professional Code of the State of California, a Notice to Owner shall be tendered to the Shareholder and acknowledged prior to entering into said contract.
- 4. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, not sublet any portion thereof, without first obtaining the written consent of the Shareholder and the Contract Officer.
- 5. DELAY, LOSS OR DAMAGE: The Shareholder shall not be liable to the Contractor for delay, loss or damage to its work, whether caused by the Shareholder, Contract Officer, or from any other causes whatsoever, so long as such delay, loss or damage is not willful or malicious.
- 6. TAXES: The Contractor shall pay any and all taxes, including any sales tax, which may be due or levied against any material or labor, Social Security, Old Age and

Revised 07/3/2023

- 16. DEFINITIONS: Same as General Provisions, Section 1 of Specifications.
- 17. COMMENCEMENT OF WORK: Contractor shall not commence any portion of the work on the contract until such time as he has procured from the Seal Beach Mutual Corporation in which the work is located, a permit authorizing the Contractor to so proceed and Contractor shall file with the Mutual Corporation a copy of the completion bond or performance bond and certificates of insurance, if and as required by this agreement.
- 18. OBSERVING LEISURE WORLD SPEED LIMIT: Contractor shall adhere to the maximum speed limit of 25 miles Per Hour. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.
- 19. DECO BLOCK: Contractor shall salvage deco block from related work and reuse same as needed. Contractor may use any blocks in surplus supply for only within Leisure World. Extra blocks shall be stored with surplus supply of blocks within Leisure World. Damaged or broken blocks shall be removed from premises at Contractor's expense.
- 20. COMPLETED PERMIT: Should Contractor fail to submit to the Physical Property Office the completed permit for final inspection, a new \$25.00 permit fee or a 1.25% permit fee, whichever is greater, on all projects. Said charge shall be paid prior to issuance of permits on other work.





Building 69 - G

In highlighted area, we are going to remove the planter and grass. Then make a patio with concrete with glass. Then build a stucco wall with river rock on the outside. The wall will have caps on top. The wall will be 34t high including the caps. 27 ft length worth of wall when added together. Relocate sprinklers as needed

## 5-69-G Shareholder Request for Patio

15 Feet Wide 8 Feet Deep 26-inch Wall Height w/cap River Rock Wall Finish Broom Concrete Finish

wall is stopping before retaining wall.

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** APPROVAL OF MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)

DATE: APRIL 17, 2024 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 March 2024.

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO RATIFY AMENDED POLICY 7465.05 - SKYLIGHT

AND/OR SOLA TUBES (NEW BUSINESS, ITEM B)

DATE: APRIL 17, 2024 CC: MUTUAL FILE

I move to ratify the proposed policy change by amending Policy 7465.05 – <u>Skylight and/or Sola Tubes</u>; the 28-day posting requirement has been met.

#### **SEAL BEACH MUTUAL NO. FIVE**

05-7465-1

#### **MUTUAL OPERATIONS**

#### PHYSICAL PROPERTY

#### Skylights and/or Sola Tubes - Mutual Five

#### **Permit**

Whereas Article 12 of the Occupancy Agreement states that: "The Member shall not, without the written consent of the Corporation, make any structural alterations in the premises. . ." Therefore, in order to make any structural changes to the building, the shareholder must request permission to remodel the roof of the building in which they reside in order to install skylights or sola tubes.

The Physical Property Department of the Golden Rain Foundation is hereby authorized to: (a.) approve individual requests by shareholders for the installation of skylights and/or Sola tubes in any room, in permanent patio roof extensions and (b.) is authorized to issue a building permit subject to the following conditions:

1. All skylight and Sola tube installations require a permit from the City of Seal Beach and the Physical Property office of Golden Rain Foundation.

2. The contractor performing the work must be a contractor licensed in the State of California as a General Contractor and the work to be performed at the expense of the requesting shareholder.

3. The contract form to be used will be the standard contract form as developed by the Physical Property Department.

4. The construction will conform to the plans and specifications approved by the Mutual Board and the Physical Property Department.

5. Shareholder agrees that title to the remodeling and addition shall vest in the Mutual Corporation. However, the dome remains the responsibility of a homeowner.

6. Skylights with an electric motor: the motor is to be maintained by the shareholder.

## Location and Size:

 7. A skylight may be placed in any room of a unit when the Mutual Board determines attic space at the place of choice does not inhibit a particular installation. In the kitchen and original bathroom area, a skylight shall not exceed 24" x 24" and the "tunnel" may be flared. In other approved locations the skylights may be up to 36" x 60" and the tunnel may be flared.

#### **MUTUAL OPERATIONS**

#### PHYSICAL PROPERTY

#### Skylights and/or Sola Tubes - Mutual Five

#### Number:

8. Mutual Five permits a maximum of three (3) skylights per two-bedroom unit and a maximum of two (2) skylights in a one bedroom unit. The board may increase the maximum number by Resolution at any Board Meeting, after proper notification, if extenuating circumstances warrant.

#### **SOLA TUBES**

#### **Responsibilities:**

9. Whereas Article 11 of the occupancy agreement states that pertaining to the maintenance of the roofs (a) (3) "The member agrees to repair and maintain his dwelling unit at his own expense as follows: any repairs or maintenance of floors and ceiling of the dwelling unit."

10. Skylights and Sola tubes must be installed using the manufacturers specifications and conform to all applicable building codes.

 11. During the warranty period, the contractor is responsible for the entire Skylight and Sola tube installation. In the event of a failure by the contractor to make necessary repairs the shareholder is responsible. After the warranty period, the following shareholder responsibilities apply:

a. Mutual: The Mutual is responsible for the curbing and flashing since this will normally be changed when the building is reroofed.

b. Shareholder: The shareholder is responsible for the skylight dome, the skylight operating mechanism, the shaft (including painting), and the ceiling grid (See Diagram 1).

c. Shareholder is responsible for the Sola tube dome and shaft.

d. In the event of a roof leak as a result of the Skylight or Sola tube installation, the shareholder shall be responsible for all associated costs to repair and maintain the system, including labor and material costs.

a. After the warranty period, the entire skylight or Sola tube maintenance is the shareholder's responsibility. This includes, but is not limited to the curb, flashings, dome, operating mechanism, shaft, including painting, and ceiling grid.

b. Any skylights or Sola tubes that cause any roof leaks must be repaired immediately at shareholder's expense.

(Sept 18)

#### **SEAL BEACH MUTUAL NO. FIVE**

#### **MUTUAL OPERATIONS**

05-7465-1

#### PHYSICAL PROPERTY

#### Skylights and/or Sola Tubes - Mutual Five

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c. Shareholder's will also be responsible for the cost of plastic and sand bags on the roof if related to the leaking skylight or Sola tube.

- 12. Preventive Maintenance: At the time of the fire inspections, the Physical Property Inspector shall identify and provide Service Maintenance with a list of units that have cracked or faulty Skylights or Sola tubes. Maintenance and repairs shall be at the expense of the shareholder.
- 13. All fasteners at the roof flashing shall be self-sealing screws by use of a rubber grommet and shall have sealant applied over the top of the fastener.

#### **SEAL BEACH MUTUAL NO. FIVE**

#### **MUTUAL OPERATIONS**

#### 05-7465-1

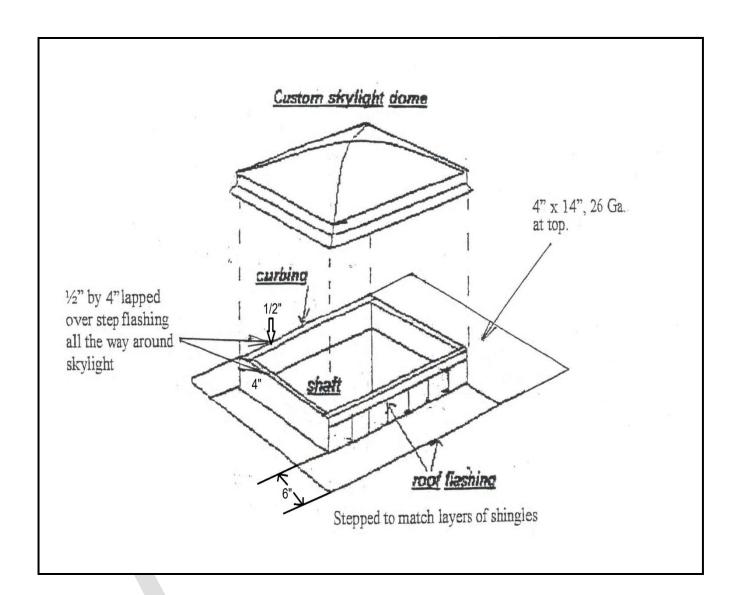
#### PHYSICAL PROPERTY

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### Skylights and/or Sola Tubes - Mutual Five

The skylight curbing shall consist of 2" x 6" framing with a minimum 4" rise above roof sheathing and flashing (See Diagram 1).

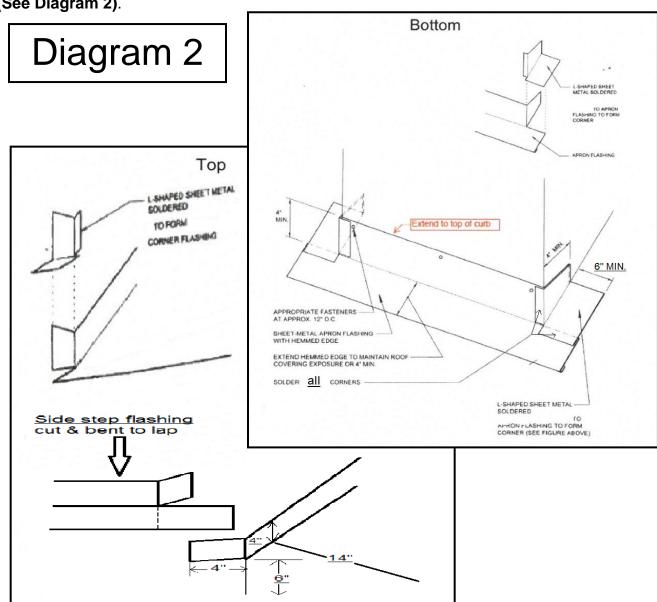


#### **MUTUAL OPERATIONS**

#### **PHYSICAL PROPERTY**

### Skylights and/or Sola Tubes - Mutual Five

Only curb-mounted skylights shall be allowed in the Mutual. Self-flashing skylights are prohibited (See Diagram 2).



#### **MUTUAL ADOPTION**

#### **AMENDMENT(S)**

FIVE: 03-15-17

09-19-18

(Sept 18)

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE CANCELING JUNE MONTHLY BOARD

MEETING (NEW BUSINESS, ITEM C)

DATE: APRIL 17, 2024
CC: MUTUAL FILE

I move to approve canceling the June 19, 2024 monthly board meeting due to 2024 Annual Shareholder and Election Meeting.

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE PURCHASE OF CD'S (NEW BUSINESS,

ITEM D)

DATE: APRIL 17, 2024
CC: MUTUAL FILE

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I move to appre	ove the purchase of	$\mathbf{L}$ CD('s) through 0.5.	Bancorp in the	amount of
\$ Fund	ls to come from U.S. Ban	k Money Market Accoun	t Restricted Rese	rves, for a
term not to exce	ed months at the p	prevailing interest rate.		

#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND RULE 05-7502-1 - CARPORT PARKING

RULE (NEW BUSINESS, ITEM E)

DATE: APRIL 17, 2024
CC: MUTUAL FILE

I move to propose a rule change by amending rule 05-7502-1 – <u>Carport Parking Rule</u> and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

#### SHAREHOLDER REGULATIONS

#### **Resident Regulations**

**Carport Regulations** 

### **AMEND**

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#### 1. CARPORT ASSIGNMENT

- 1.1. Each Mutual 5 residential unit is assigned one carport space. The authorized shareholder or renter/lessee gains authorization to park one vehicle in an assigned carport space.
- 1.2. The use of the carport space is restricted to the authorized resident to which the unit is assigned. A shareholder who enters into a lease agreement for occupancy of their residential unit must remove all their vehicles, whether located in a carport or on street parking, from Leisure World Seal Beach before the renter/lessee's occupancy of the residential unit will be approved.
- 1.3. Upon the expiration of the right of occupancy of a Mutual 5 unit by either a shareholder or renter/lessee, the Mutual 5 Board of Directors can authorize the immediate towing of any vehicles registered by GRF to the vacating resident. The cost of towing is the responsibility of the shareholder who holds the deed right to the carport.

#### 2. CARPORT USAGE

- 2.1. Carports are to be used for parking of self-propelled land vehicles in operating condition including all passenger vehicles, trucks, motorcycles and gas or electric carts. Vehicles that can be operated on city streets MUST have current DMV registration, display current license plate tags and sufficient insurance as mandated by the State of California.
  - 2.1.1. All vehicles, gas or electric, parked in the carport must display a Leisure World Seal Beach (LWSB) decal issued by the Security Department affixed and displayed on the lower left windshield, and a Mutual Five number tag in the driver's side rear window lower corner. Board approval may be granted in waiving the display and affixing of the LWSB decal ONLY in unique and rare circumstances.
  - 2.1.2. Any vehicle that is non-compliance with these rules may be towed at the owner's expense and as specified in CVC § 22658a, and in RESIDENT REGULATIONS, Policy 7582.05 – Towing Vehicles.
  - 2.1.3. The Mutual 5 Board of directors may at any time request evidence of current DMV registration and sufficient insurance.
- 2.2. The assigned carport is for operative vehicles only. The individual to whom the

(Apr 21)

#### SHAREHOLDER REGULATIONS

#### **Resident Regulations**

**AMEND** 

carport is assigned is responsible for removing any spilled or dripped contaminates such as oil, grease, or fuel emanating from the parked vehicle and/or spreading to adjacent cabinets or carport floors assigned to other unit's residents. These contaminates can pose a significant safety hazard and must be cleaned. Failure to clean the floor of these contaminates will result in the hazard being corrected by the Mutual and charged to the shareholder.

- 2.3. A motorcycle, three-wheeled vehicle or an electric cart may occupy a carport space. In the absence of a vehicle, the carport floor space may not be used as a storage area, whether free-standing or in any type of container, and no boats or trailers of any size or kind may be parked in the carport.
- **2.4.** Any vehicle in your carport space must be parked front end in. When parked, no vehicle shall extend beyond the edge of the carport roofline.
- **2.5.** Mechanical repairs on vehicles are not permitted, except for simple flat tire repair or jumping of a battery.
- **2.6.** No persons shall park any vehicle in any carport space not assigned to them unless authorized.
- 2.7. Any request to transfer the temporary use of carport parking to another Mutual 5 shareholder or renter/lessee must be accompanied by a form titled "Carport Usage/Rental Agreement" which is available in the Stock Transfer Office. The form must be completed and approved by a Mutual Director and/or President before renting or loaning your carport space to a Mutual Five (only) shareholder and automobile owner or authorized Mutual 5 renter/lessee.

If a shareholder has a motor vehicle, other than a golf cart or mobility scooter, registered in Mutual 5, that shareholder is prohibited from renting or assigning his/her carport space while parking his/her vehicle on Mutual 5 streets overnight."

- **2.8.** No renter/lessee can transfer the use of their carport.
- 2.9. The shareholder holding the occupancy agreement rights to the carport usage shall inform the Mutual President when the lease to their carport space is terminated. The exchange or use of a carport space and/or storage cabinet is not permitted on a permanent basis.
- **2.10.** A ladder (length not to exceed 6 feet) can be hung on the wall or beneath the (Apr 21)

#### SHAREHOLDER REGULATIONS

#### **Resident Regulations**

**AMEND** 

unit's designated storage cabinet. A bicycle or a tricycle, and/or a collapsible grocery cart may be stored on the raised platform under your cabinet. No other storage is allowed on the platform. Any damage to the wall or an adjacent car because of this storage is the assigned shareholder's liability.

#### 3. LIABILITY

- **3.1.** With the shareholder or renter/lessee's use of the carport, the shareholder or renter/lessee accepts any liability for theft or damage housed to property or possessions within the carport, or any damage to the carport, Mutual 5 property, or others' properties caused by the assigned resident's actions.
- 3.2. In the event a person renting a shareholder's carport does not pay for damage caused by the use of the same, the shareholder whose unit holds the rights to the carport or carport storage unit shall hold the primary liability for any losses to property belonging to the Mutual or other authorized residents.
- **3.3.** The shareholder (or in the case of the shareholder's death, their assignees, estate or heirs) will be responsible for any unpaid fees, damages or penalties associated with the carport usage while the residential unit is authorized to be occupied by the shareholder or renter/lessee.

#### 4. CARPORT STORAGE CABINETS

- **4.1.** Each authorized shareholder or renter/lessee gains authorization to store items in the two standard storage cabinets and the Non-Standard permitted cabinets below the standard cabinets that may have been added by a shareholder.
- **4.2.** The use of the cabinet(s) and storage area is restricted to the shareholder or renter/lessee assigned to the space.
- 4.3. A shareholder who enters into a lease agreement for occupancy of their residential unit must remove all items from the carport cabinet(s) and the space immediately below them before the renter/lessee's occupancy of the residential until will be approved by the Mutual.
- **4.4.** The Mutual 5 Board of Directors can authorize the immediate removal and disposal of all items from an assigned storage space upon the expiration of the right of occupancy by either the shareholder or renter/lessee. The costs of removing such items will be charged to the shareholder.

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#### SHAREHOLDER REGULATIONS

#### **Resident Regulations**

**AMEND** 

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- **4.5.** Storage cabinets are intended for locked storage of personal items that are not environmental or safety hazards, including objects that are flammable, explosive, corrosive, reactive or that generate unpleasant odors.
- **4.6.** Shareholders, contractors or handymen must have a permit from Physical Property to build a cabinet directly beneath the existing cabinet in the carport. Renter/lessees cannot apply for a cabinet expansion.
  - **4.6.1.** The dimensions of the new cabinet shall be consistent with the current Physical Properties diagram.
  - **4.6.2.** The exterior painted color and hardware shall match the existing cabinet.
  - **4.6.3.** Approval must be obtained from Physical Properties before the cabinet is built and installed.
  - **4.6.4.** A permit from the GRF Physical Property Department is required for the cabinet. The construction of the cabinet must be done by a GRF-approved contractor.
  - **4.6.5.** Sliding doors on the cabinet may be allowed on a case-by-case basis.

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Shareholders are reminded that when planning the optional cabinet that their parked vehicle shall not extend beyond the carport roofline.

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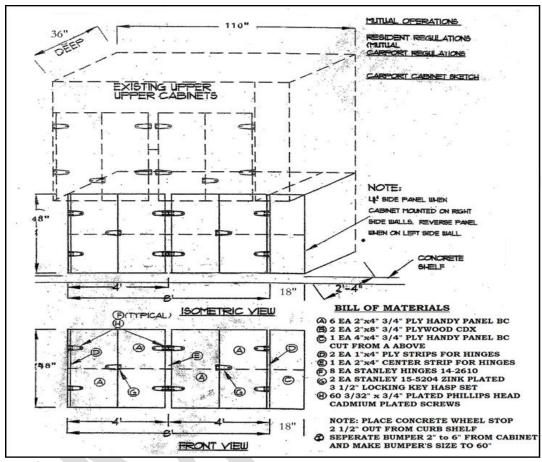
#### **GRF Permit Required**



#### SHAREHOLDER REGULATIONS

### **Resident Regulations**

### **AMEND**



**Document History** 

Amended: 21 Apr 21 Amended: 17 Jun 20 Amended: 21 Jun 17 Amended: 20 Mar 13 Amended: 17 May 06 Amended: 15 Sep 99

Amended: 27 Sep 90 Adopted: 17 Apr 68

**Keywords:** Mutual Five Carport Rule Parking

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