

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SIXTEEN
February 8, 2022
Meeting begins at 2:00 p.m.
Zoom/Video Conference Call Meeting and Conference Rm A

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 ON ZOOM: In order to make a comment during the open Shareholder forum, the Shareholder must (i) notify their 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. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUESTS:
 - Ms. Isom, GRF Representative
 - Mr. Harper, Building Inspector
 - Ms. Barua, Portfolio Specialist
 - Ms. Vasquez, Recording Secretary
4. SHAREHOLDERS' COMMENTS (2-3 minutes per shareholder)
5. **APPROVAL OF MINUTES:**
 - a. Approval of Regular Meeting Minutes of January 11, 2022.
6. **BUILDING INSPECTOR'S REPORT** Mr. Harper
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p.3)
7. GRF REPRESENTATIVE Ms. Isom
8. PRESIDENT'S/CHIEF FINANCIAL OFFICER'S REPORT Mr. Watkins
9. VICE PRESIDENT'S REPORT Ms. Gardette
10. **UNFINISHED BUSINESS**
 - a. Discuss and vote to ratify amended Policy 7585.16 - Governing Document Compliance Corrective Measures and Fines. (pp.4-13)
 - b. Discuss and vote to rescind Policy 7501- Pet Policy. (pp.14-30)
 - c. Discuss and vote to adopt rule 16-7501-01 - Pet Rule. (pp.31-39)
11. **NEW BUSINESS**
 - a. Discuss and vote to approve Monthly Finances. (p.40)

- b. Discuss and vote to authorize monthly recurring expenses – Transfer Resolution Form.(pp.41-42)
- c. Discuss and vote to approve to change Monthly Meeting time starting in March 2022. (p.43)
- d. Discuss whether to allow rentals in Mutual 16.

STAFF BREAK BY 3:00 P.M.

- | | |
|-----------------------------------|--------------|
| 12. SECRETARY / CORRESPONDENCE | Mrs. Clawson |
| 13. PORTFOLIO SPECIALIST'S REPORT | Ms. Barua |
| 14. ANNOUNCEMENTS | |

**NEXT REGULAR BOARD METING: March 8, 2022, at 2:00 p.m.
Location: Zoom/Video Conference Call Meeting and Conference Rm A**

15. **COMMITTEE REPORTS**
 - a. Grounds
 - b. Physical Property
 - c. Emergency Preparedness
16. DIRECTORS' COMMENTS
17. ADJOURNMENT
18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 4:00 P.M.

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **16**

INSPECTOR: **Mark Harper**

MUTUAL BOARD MEETING DATE: **February 8, 2022**

Print Date : 1/31/2022

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	FINAL INSPECTION	CONTRACTOR / COMMENTS
50-D	REMODEL	BOTH	09/14/21	02/28/22	YES	NONE	LOS AL BUILDERS
53-H	REMODEL	BOTH	01/10/22	03/31/22	NO	NONE	KONRAD KONSTRUCTION
53-J	DISHWASHER	GRF	02/07/22	03/20/22	NO	NONE	OGAN

Escrow Activity

UNIT#	NMI	PLI	NBO	FI	FCOEI	COE Date	ROF
52-H		01/21/22					

NMI: New Member Inspect **PLI:** Pre Listing Inspect **NBO:** New buyer Orientation **FI:** Final Inspect **FCOEI:** Final COE Inspect **COE:** Close of Escrow **ROF:** Release of Funds

Contract Services	Project Discription	Expiration
Fenn Pest & Termite	Termite Inspections	2022
Fenn Pest & Termite	Bait Station	08/2023
Advance Painting	Paint Block Wall and Walk Lights	2022
Johns Landscape/Anguiano Lawn Care	Month to Month	
Empire Pipe Sewer Cleaning for Years 2020/ 2022 Outgoing Only - 2021 Outbound & Under Bldg. - 3 Year Total \$965.58		

Site Visits

Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY AMENDED POLICY 7585.16 - GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES
(UNFINISHED BUSINESS, ITEM A)
DATE: FEBRUARY 08, 2022
CC: MUTUAL FILE

I move to ratify proposed policy change by amending Policy 7585.16 - Governing Document Compliance Corrective Measures and Fines; the 28-day posting requirement has been met.

MUTUAL OPERATIONS**RESIDENT REGULATIONS**
COMPLIANCE CORRECTIVE MEASURES AND FINES

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

In the event any member of the Board of Directors or a Shareholder of Mutual 16 files an Alleged Violation Report form with the Board, the following steps will be taken:

- Step No. 1: Director Complainant: Director shall make the complaint via email or letter to the President. The information to be included: Name (if known), Unit #, Nature of the violation, Policy violated (if known), Picture (if possible), any other supporting documents or complete the Alleged Violation Report. Shareholder Complainant: Shareholder shall complete the Alleged Violation Report.
- Step No. 2: If it is determined that the alleged violation has potential merit, proceed with Step No. 3.
- Step No. 3: Warning to Correct the President shall arrange for Mutual Administration to send a "Warning to correct" letter, which shall include:
- nature of the alleged Violation,
 - specific governing document violated (Policy Number, Occupancy Agreement, Bylaws, etc.) and
 - the notice to "immediately correct but in no event later than 30 days." If the alleged violation is not one that is "correctible", Step No. 4 will be followed.
- Step No. 4: Notice of Intent to Impose Discipline (see attached form) When an alleged violation has not been corrected by the 30th day: (or fewer days if so warned,) or if the alleged violation is not "correctible", send the "Notice of Intent to Impose Discipline" to the shareholder stating the nature of the alleged violation and the member's right to appear before the Board of Directors at a hearing in executive session on at least 10

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COMPLIANCE CORRECTIVE MEASURES AND FINES

days' notice by first class mail or by personal delivery, concerning the potential imposition of monetary fine and/or any other discipline.

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

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

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

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

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

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

Step No. 7: The shareholder will be notified as to any disciplinary action rendered by the Board of Directors within 15 days after such action.

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

MUTUAL OPERATIONS

RESIDENT REGULATIONS
COMPLIANCE CORRECTIVE MEASURES AND FINES

ALLEGED VIOLATION REPORT

DATED: _____

I. PERSON MAKING REPORT
(Complainant)

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

II. Time, Place & Nature of Alleged Violation (fill in as completely as possible)

DATE: _____ TIME: _____

LOCATION: _____

NATURE OF VIOLATION: _____

III. VIOLATOR'S INFORMATION:
(Respondent)

NAME: _____

PHONE NO.: _____

ADDRESS: _____

IV. ADDITIONAL WITNESSES:

NAME: _____

ADDRESS/PHONE: _____

NAME: _____

ADDRESS/PHONE: _____

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COMPLIANCE CORRECTIVE MEASURES AND FINES

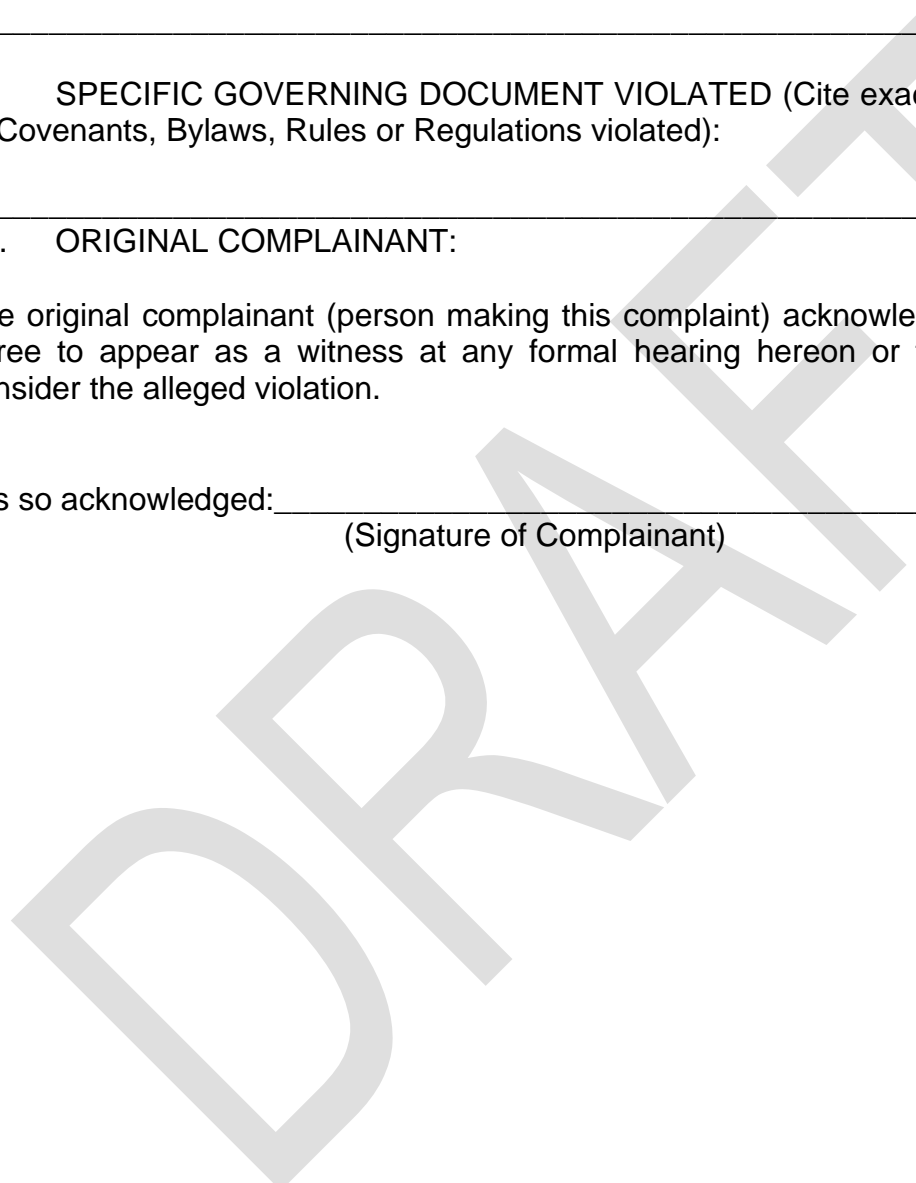
V. OTHER EVIDENCE (PHOTOGRAPHS, DOCUMENTS, ETC.) SUPPORTING THE ALLEGED VIOLATION: _____

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

VII. ORIGINAL COMPLAINANT:

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

It is so acknowledged: _____
(Signature of Complainant)



MUTUAL OPERATIONS

RESIDENT REGULATIONS
COMPLIANCE CORRECTIVE MEASURES AND FINES

NOTICE OF INTENT TO IMPOSE DISCIPLINE

To Shareholder:

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

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

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

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

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

Very truly yours,

BOARD OF DIRECTORS

I hereby acknowledge my receipt of this notice and:

- will not oppose the alleged violation or
- will oppose the alleged violation and
- desire a hearing in executive session.

MUTUAL OPERATIONS

RESIDENT REGULATIONS
COMPLIANCE CORRECTIVE MEASURES AND FINES

Dated: _____ Signed: _____
PROCEDURE FOR SHAREHOLDER HEARING

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

DOCUMENTATION

Name of Shareholder: _____

Phone Number: _____

Address: _____

Factual Findings on Issues:

MUTUAL OPERATIONS

RESIDENT REGULATIONS
COMPLIANCE CORRECTIVE MEASURES AND FINES

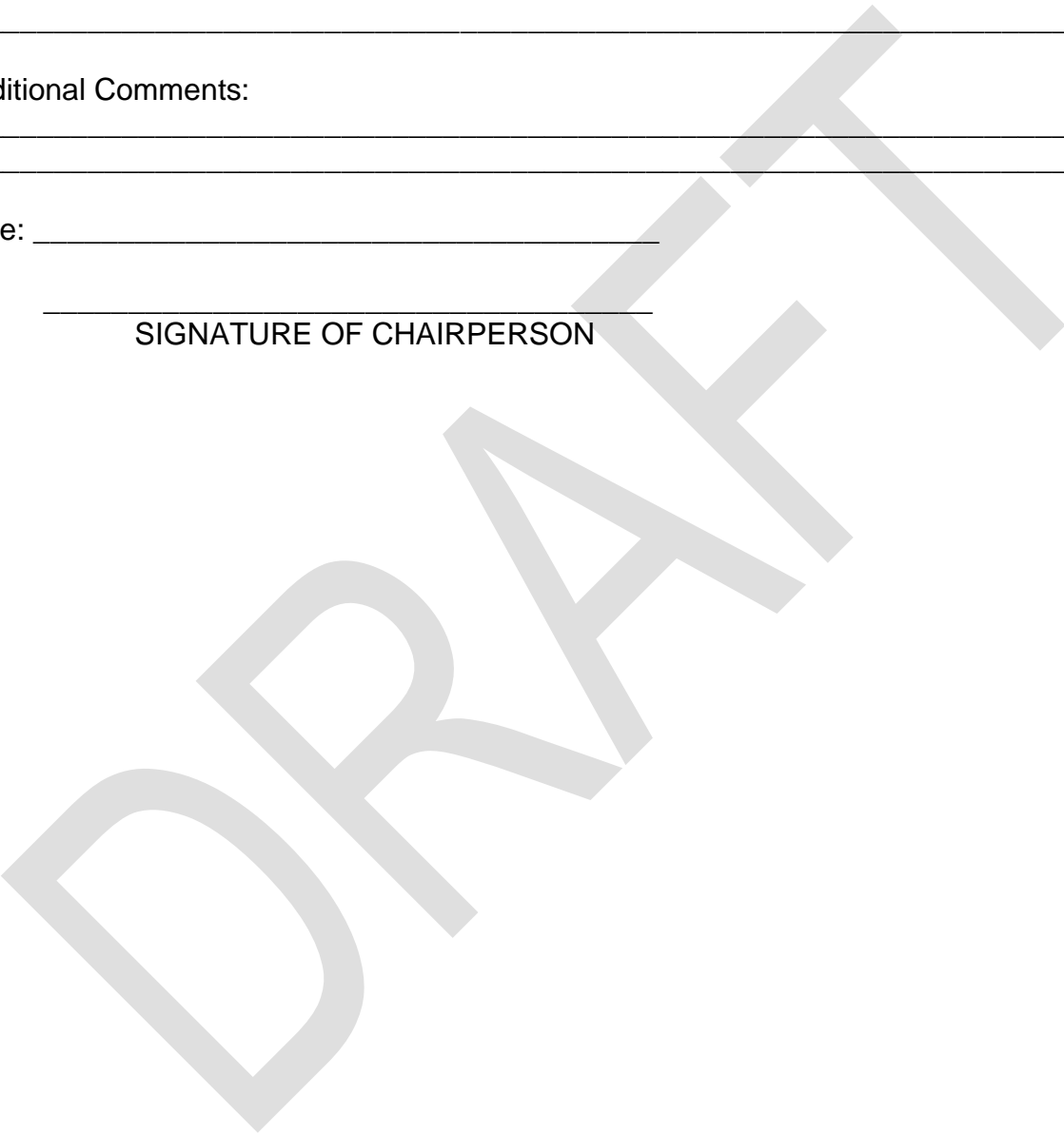
Board ruling on any discipline to be imposed:

Additional Comments:

Date: _____

By: _____

SIGNATURE OF CHAIRPERSON



MUTUAL OPERATIONS**RESIDENT REGULATIONS**
COMPLIANCE CORRECTIVE MEASURES AND FINES

FINE SCHEDULE

1. If a member does not oppose the alleged violation or if the result of the hearing is a decision that a violation of the governing documents existed, a fine of \$100.00 may be imposed for each separate violation of the governing documents, subject to the following:

(a) If the violation is of a continuous nature and necessitates remedial action, the failure of the member to remedy the underlying situation or circumstance within 60 days of the imposition of the first monetary fine, will constitute a new and separate violation, subject to an additional fine of \$200.00. The failure of the member to correct the violation within 120 days of the imposition of the first monetary fine will constitute a third separate violation, subject to an additional fine of \$400.00.

(b) If a member violates the same provision of the governing document on two separate occasions within any 12-month period of time, the fine for the second offense will be \$200.00. If the member violates the same provision three or more times within any 12-month time period, the fine for the third and subsequent violations will be \$400.00 each.

2. At any point, the Board may choose to use the legal system or cause a correction of a violation to effect a remedy or cure, and the member may be assessed the costs and expenses incurred by the Mutual, including attorney's fees.

3. Should a violation occur which causes the Mutual to incur a financial obligation or expense, then the member responsible for the violation shall be assessed the amount of the obligation or expense incurred by the Mutual. For example, if a member damages any common property, the repair and replacement costs will be assessed to the member.

4. The Mutual may also, under appropriate circumstances, suspend voting privileges.

	<u>1st Offense</u>	<u>2nd and each subsequent and/or continuation of offense</u>
<u>Assigned Parking Space or Restricted Parking Space</u>	<u>\$50.00</u>	<u>\$100.00</u>
<u>Blocking Crosswalk</u>	<u>\$50.00</u>	<u>\$100.00</u>
<u>Expired or Invalid State Registration</u>	<u>\$100.00</u>	<u>\$100.00</u>
<u>Handicap Parking without Appropriate Display</u>	<u>\$100.00</u>	<u>\$200.00</u>

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AMEND**MUTUAL OPERATIONS****RESIDENT REGULATIONS
COMPLIANCE CORRECTIVE MEASURES AND FINES**

<u>Hazardous Materials Leaking</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>Limited Time Parking</u>	<u>\$50.00</u>	<u>\$100.00</u>
<u>No Valid GRF Decal or Parking Permit Displayed</u>	<u>\$50.00</u>	<u>\$100.00</u>
<u>Parked on Sidewalk or Grass</u>	<u>\$25.00</u>	<u>\$50.00</u>
<u>Red Zone---Bus Stop</u>	<u>\$50.00</u>	<u>\$100.00</u>
<u>Red Zone---Fire Hydrant</u>	<u>TOW \$100.00</u>	<u>TOW \$200</u>
<u>RV or VUFR---Jack Support, None or Inadequate</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>RV or VUFR---Parked More than 72 Hours</u>	<u>\$40.00</u>	<u>\$40.00</u>

MUTUAL ADOPTION AMENDMENT(S)

SIXTEEN: 10-03-17

07-07-2020

02-08-2022

Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RESCIND POLICY 7501 – PET POLICY
(UNFINISHED BUSINESS, ITEM B)
DATE: FEBRUARY 08, 2022
CC: MUTUAL FILE

I move to propose a policy change rescinding Policy 7501 – Pet Policy and approve 28-day posting of notice of the proposed policy change. The proposed policy change will be considered by the board at the next scheduled meeting following review of any shareholder comments received.

MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy****ARTICLE I - RULES AND REGULATIONS****A. California State Law**

~~— The State of California has enacted a Section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section §1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one pet within the confines of the separate interest, subject to reasonable rules and regulations of the association.~~

B. Definition of Pet

~~— The law defines a “pet” as “any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Association and the homeowner.”~~

~~— (1) All members of the reptile and monkey families, as well as any raucous-voiced birds, are prohibited.~~

~~— The following Paragraph (1) replaces the above Paragraph (1) for Mutual Four and Ten only:~~

~~— (1) All members of the snake, monkey and arachnid families, as well as any raucous-voiced birds, are prohibited.~~

~~— A reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted.~~

~~— (2) At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.~~

C. Definition of Rules for Pet Ownership

~~— Similar rules have been enacted pursuant to law by the Federal Government substantially to the same effect as the California law, and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping~~

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MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy**

of pets. These rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet, and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation. Those rules are as follows:

- (1) ~~The **number** of quadruped pets per apartment shall be restricted to one. The number of birds per apartment shall be restricted to two (Mutual One, Two, Three, Four, Six, Seven, Ten, Eleven, Twelve, and Sixteen); two pairs (Mutual Eight and Fifteen); four (Mutual Fourteen).~~

~~The following Paragraph 1(a) of Article I, Section C is applicable to Mutual Ten and Fourteen only:~~

- a) ~~Birds brought into Mutual Fourteen as pets must be examined by a veterinarian, vaccinated against all infections, and certified to be free of the avian flu virus. Birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.~~

~~In Mutual Ten, birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the open patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.~~

- (2) ~~The breed of the pet shall be of such nature that its weight is not expected to exceed **twenty-five (25) pounds** at time of full maturity.~~

- (3) ~~Pets are **prohibited from common area facilities**, such as clubhouse facilities, library, Golf course, health care center, Amphitheater, swimming pool area, Administration~~

~~Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a **leash** not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult.~~

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- (a) ~~While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a **plastic bag and/or a poop scoop** device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.~~
- (b) ~~In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25.~~
- (4) ~~The resident pet owner shall immediately, and forthwith, **remove any pet waste** deposited by the pet in all common areas where said pet is permitted.~~
- (a) ~~The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet.~~
- (1) ~~The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.~~
- (2) ~~The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.~~
- (5) ~~Resident pet owners are required to **control noise and odor** caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.~~
- (6) ~~All quadruped pets brought into the Mutual by a resident pet owner shall have been **spayed or neutered**.~~
- (7) ~~No quadruped pet may be **left unattended** in any dwelling area for more than four (4) hours. All pets must be under the resident pet owner's control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers or service providers or other employees requiring access to an apartment where there are pets.~~
- (a) ~~Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for~~

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MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy**

~~the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is temporarily being housed inside the apartment.~~

The following Paragraph 7(b) of Article 7, Section C is applicable to Mutual One only:

~~(b) Any permitted pet must, at all times, be accompanied and under the full control of their owners, no animal shall be left unattended in any fenced, gated or enclosed patio. Pet doors leading to the outdoors and onto open and enclosed patios are not permitted.~~

~~Pet doors shall not be installed through front doors, sliding glass doors, windows or walls of any unit or building. All pet doors previously installed prior to 2/1/13 at the discretion of the Board shall be removed at the shareholder's expense to the satisfaction of the Mutual within 30 days after receiving notice from the Mutual Administration Manager.~~

~~(8) All pets to be living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws, and shall be licensed by the City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and regulations.~~

~~(a) All properly registered pets (cats and dogs) shall also be required to wear a bright-colored Mutual tag on their collar along with the license tag, thereby showing proof of registration with GRF.~~

~~(9) Pets not owned by a resident shall not be brought upon the premises of the Mutual Corporation.~~

~~(a) Residents may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit.~~

~~(10) It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.~~

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The following Paragraph 10(a) of Article I, Section A, is applicable to Mutual Sixteen only:

(a) ~~At no time shall it be appropriate for resident shareholders of Mutual No. Sixteen house or maintain within the confines of Seal Beach Mutual No. Sixteen any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.~~

~~(11) Resident pet owners with properly registered pets shall be permitted to walk their pet while pet is on a leash not longer than six feet for the purpose of exercising and/or depositing pet waste on any lawn area.~~

~~— Exceptions: **Mutual Twelve:** Resident pet owners who reside outside of Mutual Twelve may not walk their pet on the lawns or grounds of Mutual Twelve; **Mutual Sixteen:** Resident pet owners who reside outside of Mutual Sixteen may not walk their pet on the lawns or grounds of Mutual Sixteen.~~

~~(a) At all times, the resident pet owner or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.~~

~~(b) Provide written documentary proof to the Golden Rain Foundation that the pet to occupy resident's unit is licensed pursuant to all applicable state and local laws and regulations, and will carry a licensed tag as described in Paragraph (9) of Article 1, Section C of the Mutual Pet Ownership Policy,~~

~~(c) Complete and sign a Pet Ownership Registration Form as prepared by the Golden Rain Foundation and the Seal Beach Mutual Corporation in which resident resides pursuant to the Orange County Fair Housing Authority (OCFHA) and Department of Housing and Urban Development (HUD).~~

~~(d) Provide written proof that the pet has been inoculated before being admitted to be with resident in accordance with all federal, state and local laws.~~

~~(e) Acknowledge the right of the Golden Rain Foundation, and the Seal Beach Mutual~~

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~~Corporation in which the resident resides, to adopt and implement reasonable rules and regulations governing pet ownership in accordance with Civil Code §1360.5, and agree to be bound thereto, except to the extent modified by the agreement with the Mutual Corporation in which resident resides so as to provide reasonable accommodations to the resident.~~

- ~~— (13) Resident pet owners owning a cat, or another pet using a litter box, are required to change the litter at least twice each week. Resident pet owners are required to separate the pet waste from the litter at least once each day. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. **Do not** flush kitty litter down the toilet, as this will cause a sewer blockage.~~
- ~~(14) Resident pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in an amount sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.~~
- ~~(15) Resident pet owners must display a pet ownership decal in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an apartment where there are pets.~~
- ~~(16) Resident pet owners, upon the sale of their apartment, shall have the apartment treated professionally by a licensed pest control company prior to the close of escrow, at the owner's expense.~~
- ~~(17) In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World, and/or their guests. Subject to execution of an agreement by the resident pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed~~

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thirty (30) days.

~~(a) Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include:~~

~~(1) Payment of any legal expenses incurred by the Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and provisions.~~

~~— (18) If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual Corporation may contact a responsible party or parties listed on the Pet Ownership Registration Form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, the Mutual Corporation may contact the appropriate state or local authority and request the removal of the pet. If there is no state or local authority, the Mutual Corporation may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner.~~

~~(19) In the event that no resolution, as related to the care of the pet under and pursuant to Article I, Section C, Paragraphs (18) and (19), above is made within thirty (30) days, the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.~~

ARTICLE II – REGISTRATION OF QUADRUPED PETS

~~A. All residents bringing quadruped pets onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation Stock Transfer Office. The pet must be registered before it is brought onto the Mutual premises. Further, the pet registration information and licensing must be updated on or before December 31 of each year. The Mutual/GRF Pet Ownership Registration Form will include or be accompanied by:~~

~~(1) A certificate signed by a licensed veterinarian or a state or local authority empowered to~~
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MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy**

~~inoculate animals, stating that the quadruped pet has received all inoculations required by applicable state, and local laws.~~

- ~~(2) Information sufficient to identify the pet, and to demonstrate that it is a common household pet.~~
- ~~(3) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.~~
- ~~(4) The resident pet owner shall sign a statement on said Pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is not a compliance with the rules and registration requirements. The resident pet owner shall acknowledge that failure to comply with the rules and registration shall be grounds for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation, and continued violations may cause termination of the resident pet owner's residency.~~
- ~~(5) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent, and the amount of coverage procured shall be indicated on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of their insurance policy into the Stock Transfer Office and have a copy made of the cover and declaration pages, which will then be placed in the pet occupancy file. Coverage requirements are outlined in Article 1, Section C, Item (15) of this policy.~~

ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY

~~A. In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident pet owner.~~

- ~~(1) Serve a written notice of pet rule violation on the resident pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:~~

- ~~(a) Correct the violation (including, in appropriate circumstances, removal of the pet).~~

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~~(b) Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.~~

~~1. The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.~~

~~(2) The resident pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.~~

~~B. These rules and regulations concerning pets shall have no application to a resident with a bona fide service animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act¹ (A.D.A.). In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.~~

ARTICLE IV - SERVICE ANIMALS

~~A. Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:~~

~~(1) A guide dog is defined as a dog which has been trained or is being specially trained for,~~

¹ Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104, Definitions

MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy**

~~or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.~~

~~(2) A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.~~

~~(3) A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.~~

~~(a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.~~

~~B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties:~~

~~(1) Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration" form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.~~

~~C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24 Housing and Urban Development².~~

² Code of Federal Regulations, Title 24, Volume 1, Parts 0 to 199, Revised as of April 1, 2000, Housing and Urban Development, Part 5, Subpart C, Pet Ownership for the Elderly or Persons with Disabilities, General Requirements, Section 5.303, Exclusion for animals that assist persons with disabilities.

MUTUAL OPERATIONS**RESCIND****RESIDENT REGULATIONS****Pet Ownership Policy**

- ~~— (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:~~
- ~~— (i) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a co-occupant, is a person with a disability;~~
 - ~~— (ii) The animal has been trained to assist persons with that specific disability; and~~
 - ~~— (iii) The animal actually assists the person with that disability.~~

~~— (2) Reserved~~~~(b) Nothing in this Subpart B will:~~

- ~~(1) Limit or impair the rights of persons with disabilities;~~
- ~~(2) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or~~
- ~~(3) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.~~

~~Please see the “Social/Companion Animal Claim Form” or “Service Animal Claim Form,” whichever may be appropriate in your circumstance.~~

ADOPTION DATES BY MUTUAL

• Adoption Date	Amendment Dates before Rewrite	Adopt. Date of Rewrite	<u>Amendment Dates of Rewritten Policy</u>
1 07-15-67		01-25-01	05-24-01, 01-24-02, 12-06-02, 09-22-05, 04-26-06, 01-24-14

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2	08-17-67	07-16-87, 08-17-00	01-18-01	05-17-01, 02-21-02, 05-15-03, 08-18-05, 07-20-06
3	11-21-66		02-09-01	05-18-01, 01-11-02, 11-08-02, 10-03-05, 03-10-06
4	08-28-67		02-05-01	07-02-01, 01-07-02, 11-04-02, 10-03-05, 05-01-06
5	12-21-66	09-20-00	01-17-01	05-16-01, 01-16-02, 11-20-02, 08-17-05, 03-15-06
6	06-20-69	05-23-00	01-23-01	05-23-01, 01-22-02, 11-26-02, 08-23-05, 03-28-06
7	08-18-67	02-17-84, 11-21-00	01-19-01	07-20-01, 01-18-02, 11-15-02, 10-21-05, 03-17-06, 11-20-13
8	11-28-66		01-22-01	05-25-01, 01-28-02, 11-25-02, 10-24-05, 04-24-06
10	01-16-68	06-26-91	01-24-01	06-27-01, 01-23-02, 11-27-02, 10-26-05, 04-26-06, 01-24-07
11	05-22-69		01-18-01	06-21-01, 03-11-02, 11-21-02, 08-18-05, 04-20-06
12	09-14-67	12-03-99	02-08-01	07-12-01, 01-10-02, 11-14-02, 09-08-05, 03-09-06

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15	06-05- 67		02-16- 01	05-10-01, 01-21-02, 11-18-20, 10-17-05, 03-20-06
16	01-01- 68	01-15-90	02-20- 01	06-18-01, 01-21-02, 11-18-02, 05-05-05, 01-16-06, 06-19-06

For Mutual 9, see Policy 7501.9

For Mutual Fourteen, see Policy 7501.14

For Mutual Seventeen, see Policy 7501.17

SERVICE ANIMAL CLAIM FORM – ATTACHMENT A

The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of Housing and Urban Development (HUD), Part 5 – General HUD Program Requirements; Waivers, Table of Contents, Sub part C – Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.

A. In order to qualify for this exemption, all sections of the Service Animal Claim Form must be completed and signed by the eligible shareholder. Upon completion, this form will be submitted to the appropriate Mutual Board of Directors for the purpose of reviewing the qualifications of the applicant/shareholder in granting this requested exemption.

1. I, _____ (name of applicant/shareholder), hereby certify that I have a disability which qualifies me to apply for exemption from certain sections of the Pet Ownership Policy, and that my disability qualifies me to have a Service Animal under the auspices of the above-named HUD Act.

(i) Based on the certification of my attending physician, Dr. _____, the necessary Service Animal so stated on the "Physician's Declaration" form has been trained at: (e.g., *Assistant Dogs International*) per the attached certificate:

(ii) I further certify that, upon my command, this Service Animal can perform the following service tasks to assist me with my

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disability: _____

~~2. The Board of Directors will review the applicant's request for exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy.~~

~~B. Nothing in this Sub part (B) will:~~

- ~~1. Limit or impair the rights of persons with disabilities; (2) Authorize the Golden Rain Foundation and/or Mutual Corporation to limit or impair the rights of persons with disabilities; or (3) Affect any authority that the Golden Rain Foundation or Mutual Corporation may have to regulate animals that assist persons with disabilities, under federal, state or local laws.~~

~~I declare under penalty of perjury under federal, state and local laws, that the foregoing information, and any accompanying statements, is true and correct to the best of my knowledge.~~

Date _____ Signature of Applicant/Shareholder

Date _____ Signature of Legal Representative, if Applicable

FOR OFFICIAL USE ONLY

Based upon the above declaration as filed by _____ (name of applicant/shareholder), the applicant/shareholder is hereby granted an exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy. **This exemption shall be renewed on the anniversary of this agreement and every year thereafter throughout the tenancy of the applicant/shareholder.**

Date _____ Signature of Golden Rain Foundation or Mutual Corporation Representative

SERVICE ANIMAL - PHYSICIAN'S DECLARATION - ATTACHMENT B

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Pet Ownership Policy

I, Dr. _____ declare and say:

(Print name here)

~~1. I am a California-licensed physician acting within the scope of my licensure having education, experience and training in diagnosing disabled persons to qualify them for a Service Animal under the Americans with Disabilities Act and Guidelines.~~

~~My office address _____~~

~~My office telephone number is _____~~

~~2. Patient's _____ Name _____ (please print) _____ for whom this declaration is provided.~~

~~2. I have conducted a physical examination of my patient and hereby certify that said patient has a physical disability. Based upon the examination which I conducted, it is my medical opinion that my patient has such a disability that requires a Service Animal to perform physical tasks and assistance. The tasks and assistance that the Service Animal will perform are:~~

~~Said patient requires an animal trained to perform the above-stated task(s) to assist my patient with such disability. This patient is capable of caring for a Service animal and for causing the animal to practice the skills required for the disability on a regular basis.~~

~~3. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. This declaration was executed on:~~

the _____ day of _____,
_____ Day _____ Month _____ Year

At _____, State of California

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Pet Ownership Policy

_____ Name of City

_____ Type or Print Name of Physician

_____ Signature of Physician

Draft

Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT RULE 16-7501-1- PET RULE (UNFINISHED BUSINESS, ITEM C)
DATE: FEBRURAY 08, 2022
CC: MUTUAL FILE

I move to propose a rule change by adopting Rule 16 – 7501 - 1 – Pet Rule 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.

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules****ARTICLE I - RULES AND REGULATIONS****A. California State Law**

The State of California has enacted a Section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section §1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one pet within the confines of the separate interest, subject to reasonable rules and regulations of the association.

B. Definition of Pet

The law defines a "pet" as *"any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Association and the homeowner."*

1. All members of the reptile and monkey families, as well as any raucous-voiced birds, are prohibited.
A reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted.
2. At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, lamb, miniature horse, pony, etc.

C. Definition of Rules for Pet Ownership

Similar rules have been enacted pursuant to law by the Federal Government substantially to the same effect as the California law, and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation.

Those rules are as follows:

The **number** of dogs per apartment shall be restricted to one. The number of birds or cats per apartment shall be restricted to two. No more than two pets are allowed per apartment.

1. The breed of the pet shall be of such nature that its weight is not expected to exceed **twenty-five (25) pounds** at time of full maturity.
2. Pets are **prohibited from common area facilities**, such as clubhouse facilities, library,

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules**

- 44 Golf course, health care center, Amphitheater, swimming pool area, Administration
 45 Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a
 46 **leash** not longer than six feet and under the control of, and accompanied by, a resident
 47 and/or adult agent of the resident pet owner and/or responsible adult.
 48
- 49 a. While traversing the streets or sidewalks of the Mutual Corporation while making
 50 ingress and egress to or from the resident's apartment, at all times, the resident pet
 51 owner and/or responsible adult must have in evidence and in plain view a **plastic**
 52 **bag and/or a poop scoop** device for the purpose of immediately removing any pet
 53 waste deposited on any lawn or ground area.
 54 b. In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary
 55 Conditions, persons allowing their dog or cat to defecate on property other than their
 56 own property, shall remove such feces immediately or be subject to a city fine of
 57 \$25.
 58
- 59 3. The resident pet owner shall immediately, and forthwith, **remove any pet waste**
 60 deposited by the pet in all common areas where said pet is permitted.
 61
- 62 a. The Mutual Corporation will impose a fine, per occurrence, on any resident pet
 63 owner who fails to immediately remove any such pet waste deposited by their pet.
 64
- 65 • The imposed fine shall be \$25, per occurrence or the actual amount charged
 - 66 by the janitorial services company to have one of its employees remove
 - 67 the pet waste, if greater than \$25.
 - 68 • The imposed fine shall be paid by the resident pet owner to the
 - 69 Mutual Corporation.
 - 70
- 71 4. Resident pet owners are required to **control noise and odor** caused by a pet. Any
 72 noise or odor which adversely affects any other resident is not permitted.
 73
- 74 5. All quadruped pets brought into the Mutual by a resident pet owner shall have been
 75 **spayed or neutered**.
 76
- 77 6. All pets must be under the resident pet owner's control in an apartment, so as not to
 78 be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail
 79 carriers or service providers or other employees requiring access to an apartment
 80 where there are pets.
 81 a. Resident pet owners who, on a temporary basis, allow a neighbor to assume
 82 responsibility for their pet for a period longer than four (4) consecutive hours must
 83 notify the Security Department of the temporary arrangement and provide a sign for
 84 responsibility for their pet must provide a sign for the neighbor to post on the
 85 exterior of the neighbor's residence, near the front door, notifying service providers

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules**

86 and employees who require access to the apartment in an emergency that a pet
87 is temporarily being housed inside the apartment.
88

89 All pets to be living within the Mutual, before being registered for admittance, shall have been
90 inoculated in accordance with all federal, state, and local laws, and shall be licensed by the
91 City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing
92 shall be pursuant to all applicable local and state laws and regulations.

- 93 • All properly registered pets (cats and dogs) shall also be required to wear a
94 bright- colored Mutual tag on their collar along with the license tag, thereby
95 showing proof of registration with GRF.
96

97 7. Pets not owned by a resident shall not be brought upon the premises of the Mutual
98 Corporation.
99

- 100 a. Residents may not, even temporarily, keep a non-registered pet owned by
101 another person in their dwelling unit.
102

103 It shall not be permissible to maintain a pet in a residence unless sanitary standards are
104 maintained governing the disposal of pet waste.
105

106 8. Resident pet owners with properly registered pets shall be permitted to walk their pet
107 while pet is on a leash not longer than six feet for the purpose of exercising and/or
108 depositing pet waste on any lawn area.
109

- 110 a. At all times, the resident pet owner or responsible adult must have in evidence and
111 in plain view a plastic bag and/or a poop scoop device for the purpose of
112 immediately removing any pet waste deposited on any lawn or ground area.

- 113 b. Provide written documentary proof to the Golden Rain Foundation that the pet to
114 occupy resident's unit is licensed pursuant to all applicable state and local laws
115 and regulations and will carry a licensed tag as described in Paragraph (9) of
116 Article 1, Section C of the Mutual Pet Ownership Policy.

- 117 c. Complete and sign a Pet Ownership Registration Form as prepared by the Golden
118 Rain Foundation and the Seal Beach Mutual Corporation in which resident resides
119 pursuant to the Orange County Fair Housing Authority (OCFHA) and Department
120 of Housing and Urban Development (HUD).

- 121 d. Provide written proof that the pet has been inoculated before being admitted to be
122 with resident in accordance with all federal, state and local laws.

- 123 e. Acknowledge the right of the Golden Rain Foundation, and the Seal Beach Mutual
124 Corporation in which the resident resides, to adopt and implement reasonable
125 rules and regulations governing pet ownership in accordance with Civil
126 Code§1360.5, and agree to be bound thereto, except to the extent modified by
127 the agreement with the Mutual Corporation in which resident resides so as to

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules**

128 provide reasonable accommodations to the resident.
 129

- 130 9. Kitty litter may not be flushed down the toilet, as this will cause a sewer blockage.
 131
 132 10. Resident pet owners owning a cat or dog pursuant to these regulations shall procure a
 133 policy of liability insurance in an amount sufficient for the indemnification of other
 134 persons who may be injured by the pet of the resident with coverage in an amount
 135 sufficient to cover their personal liability.
 136
 137 11. Resident pet owners must display a pet ownership decal in a prominent location near
 138 the front door of their residence in order to alert security officers, maintenance staff, fire
 139 inspectors, mail carriers, or other employees requiring access to an apartment where
 140 there are pets.
 141
 142 12. Resident pet owners, upon the sale of their apartment, shall have the apartment treated
 143 professionally by a licensed pest control company prior to the close of escrow, at the
 144 owner's expense.
 145
 146 13. In the event of any emergency related to a pet, and in the event there is no state or local
 147 authority (or designated agent of such an authority), the Mutual Corporation reserves
 148 the right to remove a pet that becomes vicious, displays symptoms of severe illness, or
 149 demonstrates other behavior that constitutes an immediate threat to the health or safety
 150 of other residents of Seal Beach Leisure World, and/or their guests. Subject to execution
 151 of an agreement by the resident pet owner, a representative of the Mutual Corporation,
 152 along with the Security Department, may enter the premises, if necessary, to remove
 153 the pet only if the resident pet owner refuses to remove the pet at the Mutual
 154 Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner
 155 to make a removal request, and may take such action with respect to the pet as may be
 156 permissible under federal, state and local laws, which may include placing the pet in a
 157 facility that will provide care and shelter for a period not to exceed thirty (30) days.
 158 a. Resident pet owner or resident pet owner's estate shall remain responsible for any
 159 and all damages, injuries and related expenses caused by the pet, which may
 160 include:
 161 b. Payment of any legal expenses incurred by the Mutual Corporation and Golden
 162 Rain Foundation in the enforcement of this policy and provisions.
 163
 164 14. If the health or safety of a pet is threatened by the death or incapacity of the resident
 165 pet owner, or by other factors that render the resident pet owner unable to care for the
 166 pet, and pursuant to the authorization in the Pet Ownership Registration Form, the
 167 Mutual Corporation may contact a responsible party or parties listed on the Pet
 168 Ownership Registration Form for the purpose of removing and caring for the animal. If
 169 the responsible party or parties are unwilling or unable to care for the pet, the Mutual

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules**

170 Corporation may contact the appropriate state or local authority and request the
 171 removal of the pet. If there is no state or local authority, the Mutual Corporation may
 172 remove the pet and place it in a facility that will provide care and shelter until the
 173 responsible party or representative may be contacted, or the resident pet owner is able to
 174 assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the
 175 animal care shall be borne by the resident pet owner.

- 176
 177 15. In the event that no resolution, as related to the care of the pet under and pursuant to
 178 Article I, Section C, Paragraphs (18) and (19), above is made within thirty (30) days,
 179 the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver
 180 the pet to any local humane society or association, either private, state, federal, or
 181 county.

ARTICLE II - REGISTRATION OF QUADRUPED PETS

- 182
 183
 184
 185 A. All residents bringing quadruped (cats and/or dogs) pets onto the Mutual premises shall
 186 register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain
 187 Foundation Stock Transfer Office. The pet must be registered before it is brought onto
 188 the Mutual premises. Further, the pet registration information and licensing must be
 189 updated on or before December 31 of each year. The Mutual/GRF Pet Ownership
 190 Registration Form will include or be accompanied by:
- 191 1. A certificate signed by a licensed veterinarian, or a state or local authority empowered to
 192 inoculate animals, stating that the quadruped pet has received all inoculations required
 193 by applicable state, and local laws.
 - 194 2. Information sufficient to identify the pet, and to demonstrate that it is a common
 195 household pet.
 - 196 3. The name, address, and telephone number of one or more responsible parties who will
 197 care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for
 198 the pet.
 - 199 4. The resident pet owner shall sign a statement on said Pet Ownership Registration Form
 200 indicating that he/she has read the Pet Ownership Policy and agrees to comply with the
 201 contents therein. The resident pet owner shall acknowledge that the pet owner and the
 202 pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there
 203 is not a compliance with the rules and registration requirements. The resident pet owner
 204 shall acknowledge that failure to comply with the rules and registration shall be grounds
 205 for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation,
 206 and continued violations may cause termination of the resident pet owner's residency.
 - 207 5. The insurance carrier for the liability insurance required as to the pet, together with the
 208 address of the agent, and the amount of coverage procured shall be indicated on the
 209 Pet Ownership Registration Form. Resident pet owners shall bring a copy of their
 210 insurance policy into the Stock Transfer Office and have a copy made of the cover and
 211 declaration pages, which will then be placed in the pet occupancy file. Coverage

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requirements are outlined in Article 1, Section C, Item (15) of this policy

ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY

- A. In the event of a determination of a violation of the Pet Ownership Policy, the Mutual Corporation shall serve a written notice of the pet rule violation on the resident pet owner.
 - 1. Serve a written notice of pet rule violation on the resident pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:
 - a. Correct the violation (including, in appropriate circumstances, removal of the pet).
 - b. Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.
 - c. The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting if a meeting is requested. If the resident pet owner requests a meeting and will be accompanied by another person, that person must be identified in their written request.
 - 2. The resident pet owner’s failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner’s occupancy in the Mutual Corporation.
- B. These rules and regulations concerning pets shall have no application to a resident with a bona fide service animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act1 (A.D.A.). In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

ARTICLE IV - SERVICE ANIMALS

- A. Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:

MUTUAL OPERATIONS**Resident Regulations****Pet Ownership Rules**

- 254 1. A guide dog is defined as a dog which has been trained or is being specially
 255 trained for, or in conjunction with, a school such as Assistance Dogs International
 256 for guide dogs to lead in harness and serve as an aid to the mobility of a particular
 257 blind person.
- 258 2. A hearing dog is defined as a dog which has been or is being specially trained by,
 259 or in conjunction with, a school such as Assistance Dogs International for
 260 hearing dogs to alert a particular deaf or hearing-impaired person to certain
 261 sounds.
- 262 3. A service dog is defined as a dog which has been or is being specially trained by,
 263 or in conjunction with, a school such as Assistance Dogs International for service
 264 dogs to the individual requirements of a physically disabled person, including, but
 265 not limited to, any of the following: pull wheelchair as needed, retrieve or carry
 266 dropped items, open and close doors, or provide balance or counterbalance.
- 267 a. Each school for assistance dogs provides documents of certification, such as
 268 an identification card for the individual disabilities of the disabled person and
 269 the requirements for a service dog.
- 270
- 271 B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of
 272 Directors hereby adopts the following certification policy in the identification process for the
 273 use of a service animal within the confines of the Seal Beach Leisure World Mutual
 274 Corporation common area properties:
- 275 1. Upon request, each service animal owner shall provide the Stock Transfer
 276 Agent's Office with an original "Physician's Declaration" form describing, under
 277 penalty of perjury, the requirements and the need for a service animal as defined
 278 by The A.D.A. The "Physician's Declaration form shall include a full description of
 279 the physical tasks to be performed by the trained service animal for its disabled
 280 owner. Please see blank Physician's Declaration attached.
- 281 C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance
 282 with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of
 283 Title 24-Housing and Urban Development2.
- 284 1. The Mutual Corporation may require that service animals qualify for this
 285 exemption, and shall grant this exemption if:
- 286 a. The shareholder or prospective shareholder certifies, in writing, that the share-
 287 holder, or a member of his or her immediate family, such as a qualified
 288 permanent resident or a co-occupant, is a person with a disability.
- 289 b. The animal has been trained to assist persons with that specific disability; and
 290 c. The animal actually assists the person with that disability.
- 291 2. Nothing in this Subpart B will:
- 292 a. Limit or impair the rights of persons with disabilities.
- 293 b. Authorize GRF and Mutual Corporations to limit or impair the rights of persons with
 294 disabilities; or
- 295 c. Affect any authority that GRF or Mutual Corporations may have to regulate animals

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that assist persons with disabilities, under federal, state or local laws.

SOCIAL/COMPANION ANIMAL CLAIM FORM

A Shareholder may maintain in their residence a Social/Companion quadruped, also known as an Emotional Support Animal. They must complete a Social/Companion Claim Form obtainable from the GRF Stock Transfer Office.

Document History

Adopted: 08 Feb 2022

Keywords: Mutual Sixteen

Pets



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Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: FEBRUARY 08, 2022
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 December 2021.

Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE RECURRING EXPENSES- TRANSFER RESOLUTION FORM (NEW BUSINESS, ITEM A)
DATE: FEBRUARY 08, 2022
CC: MUTUAL FILE

I move to approve the Mutual 16 Board of Directors authorizes the recurring expenses listed on the Transfer Resolution Form dated on February 8, 2022.

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify that: (1) I am the duly appointed secretary of the Seal Beach Mutual No. 16, a California non-profit mutual benefit corporation (the "Association"); and (2) the following is a true copy of a resolution adopted by the vote of a majority of the members of the Board of Directors on FEBUARY 08, 2022:

**SEAL BEACH MUTUAL NO. 16
RESOLUTION OF BOARD OF DIRECTORS**

WHEREAS, Civil Code Section 5502 provides, among other things:

“Notwithstanding any other law, transfers shall not be authorized from the association’s reserve or operating accounts without prior written approval from the board of the association unless the amount of the transfer is less than the following:

* * *

(2) The lesser of ten thousand dollars (\$10,000) or 5 percent of the estimated income in the annual operating budget, for associations with 51 or more separate interests.”

WHEREAS, the Association has certain monthly recurring expenses for basic Association expenses (e.g., utilities and insurance) which exceed the lesser of \$10,000 or 5% of the Association’s estimated income in the annual operating budget (the “Transfer Limit”), which, heretofore have been paid from the Association’s operating accounts via electronic transfer by the Association’s property manager;

WHEREAS, the Association’s Board of Directors desires to authorize its property manager to continue to make such recurring payments with this Resolution deemed with prior written Board approval for each transaction;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Association’s Board of Directors provides its prior written approval pursuant to Civil Code Section 5502 for Seal Beach Mutual 16, the Association’s property manager, to make transfers from the Association’s operating accounts which exceed the Transfer Limit to pay the following recurring expenses of the Association:

- | | |
|---|--|
| | |
| <u>Golden Rain Foundation for all services rendered</u> | |
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Mutual Corporation No. Sixteen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE CHANGE MONTHLY MEETING TIME
STARTING IN MARCH 2022 (NEW BUSINESS, ITEM C)
DATE: FEBRUARY 8, 2022
CC: MUTUAL FILE

I move to approve that Mutual 16 Board change the Monthly Board Meeting time to 1:00 p.m. starting on March 8, 2022.