

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL SIXTEEN**  
**September 13, 2022**  
**Meeting begins at 1:00 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](mailto: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](mailto: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. Stolarz, Building Inspector  
Mr. Marcelo Mario, IT Director  
Ms. Barua, Portfolio Specialist  
Ms. Vasquez, Acting Portfolio Specialist  
Ms. Perez, Recording Secretary

4. SHAREHOLDERS' COMMENTS (2-3 minutes per shareholder)
5. **APPROVAL OF MINUTES:**
  - a. Approval of Regular Meeting Minutes of August 9, 2022.
6. **BUILDING INSPECTOR'S REPORT**  
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p.3)
7. **GUEST SPEAKER** Mr. Mario
  - a. Discuss the status on cable/internet contracts.
8. GRF REPRESENTATIVE REPORT Ms. Isom
9. PRESIDENT'S REPORT Mr. Watkins
10. VICE PRESIDENT'S REPORT Ms. Gardette
11. CHIEF FINANCIAL OFFICER REPORT Ms. Isom
  - a. Discuss M16 2023 Budget

12. **UNFINISHED BUSINESS**

- a. Discuss and vote to ratify adopted Rule 16-7560-1 – Leasing Rules and Regulations (pp.4-15)

13. **NEW BUSINESS**

- a. Discuss and vote to approve Monthly Finances. (p.16)

**STAFF BREAK BY 3:00 P.M.**

14. SECRETARY / CORRESPONDENCE

Mrs. Clawson

15. PORTFOLIO SPECIALIST'S REPORT

Ms. Barua

16. **COMMITTEE REPORTS**

- a. Grounds
- b. Physical Property
- c. Emergency Preparedness
- d. Social Committee Report

17. ANNOUNCEMENTS

**NEXT REGULAR BOARD METING:** Tuesday, October 11, 2022 at 1:00 p.m. in  
Conference Rm A and Zoom/Video Conference Call

18. DIRECTORS' COMMENTS

19. ADJOURNMENT

20. EXECUTIVE SESSION

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

# INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **16**

INSPECTOR: **Rich Stolarz**

MUTUAL BOARD MEETING DATE: **September 13, 2022**

## PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	FINAL INSPECTION	CONTRACTOR / COMMENTS
50-E	WINDOWS	BOTH	08/18/22	09/16/22	NO	NONE	SWENMAN

## Escrow Activity

UNIT#	NMI	PLI	NBO	FI	FCOEI	COE Date	ROF

**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

## CONTRACTS AND PROJECTS

CONTRACTOR	PROJECTS
Fenn Pest & Termite 05/2023	Termite Inspections
Fenn Pest & Termite 08/2023	Bait Station
Empire Pipe Sewer Cleaning 12/31/2022	Sewer Cleaning
Johns Landscape/Anguiano Lawn Care	Month to Month

## Site Visits

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**54-I, 53-L, 52-G - Inspections**

**Posted for Vacant unit Inspections**

**Carport 9-10 - Sheathing and Shingle Inspection**

# *Mutual Corporation No. Sixteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO ADOPT RULE 16-7560-1 - LEASING RULES AND REGULATIONS (UNFINISHED BUSINESS, ITEM A)  
**DATE:** SEPTEMBER 13, 2022  
**CC:** FILE

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I move to ratify the proposed rule change by adopting Rule 16-7560-1 – Leasing Rules and Regulations; the 28-day posting requirement has been met.

**SEAL BEACH MUTUAL NO. SIXTEEN**

**Mutual Operations – Resident Regulations**

**ADOPT**

**Leasing Rules and Regulations**

1 The Board of Directors (“Board”) of Seal Beach Mutual No. Sixteen (“Mutual”) has adopted  
 2 the following Leasing Rules and Regulations (“Leasing Rules”) in accordance with Civil  
 3 Code §4740, et seq., to establish certain procedural rules for the rental of Units within the  
 4 Mutual. To the extent that these Leasing Rules conflict with the Governing Documents of  
 5 the Mutual, these Leasing Rules are intended to replace and supersede the provisions of  
 6 the Mutual’s Governing Documents, including without limitation, the Occupancy  
 7 Agreement, Rules and Regulations and Policies, that discuss the rental or lease of a Unit.  
 8 These Leasing Rules were revised and adopted by the Board to comply with the changes  
 9 to California Civil Code §§ 4740 and 4741 which take effect on January 1, 2021, pursuant  
 10 to California Assembly Bill 3182.

**DEFINITIONS**

14 For the purposes of these Leasing Rules the definitions set forth below shall apply. To the  
 15 extent any term is capitalized herein but not defined, the definition set forth in the Mutual’s  
 16 Bylaws shall apply.

17 Lease: A lease or rental agreement, whether or not in writing and regardless of whether  
 18 any consideration is paid, entered into between a Shareholder and a Tenant for the  
 19 Tenant’s occupancy of the Shareholder’s Unit.

20 Tenant: Any person who: (i) meets the age requirements set forth in California Civil Code  
 21 Section 51.3, et. seq., specifically a person who is 55 years of age or older; and (ii)  
 22 occupies any portion of a Unit at the Development pursuant to a Lease, irrespective of any  
 23 rent paid or compensation given to the Shareholder of the Unit for such occupancy. All  
 24 Tenants must sign the Addendum as further described in these Leasing Rules. Only  
 25 persons who have signed the Addendum may reside in the Unit.

**Rules and Regulations**

**1. Leasing of Units.**

30 The rental or leasing of any Unit shall be subject to the provisions set forth herein. When  
 31 the term “rent” is used herein, it shall be deemed to mean and include the rental and/or  
 32 leasing of a Unit.

**2. Residential Purpose.**

35 Each residence shall be used only as a residential dwelling for a single household. A  
 36 Shareholder may rent/lease his or her Unit for such residential purpose under a Lease,  
 37 pursuant to these Leasing Rules. The number of persons residing in a Residence at any  
 38 time shall comply with the Shareholder’s Occupancy Agreement and Addendum, all City  
 39 and County codes, regulations, and ordinances regarding the occupancy of residential  
 40 dwellings, and may not exceed any occupancy limits established under such codes,  
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**SEAL BEACH MUTUAL NO. SIXTEEN****Mutual Operations – Resident Regulations****ADOPT****Leasing Rules and Regulations**

41 regulations, or ordinances. No Tenant or occupant of the Unit may have a pet of any  
 42 species.

43  
 44 a. Addendum to Occupancy Agreement.

45 i. Any Shareholder approved by the Mutual to lease out his/her Unit is  
 46 required to execute an addendum to his/her Occupancy Agreement  
 47 ("Addendum"). Such Addendum will also require the signature of each  
 48 Tenant. The failure of the Shareholder and/or the Tenant to sign the  
 49 Addendum shall be deemed a waiver of the Shareholder's right to rent  
 50 the Unit.

51 ii. Cost of Addendum.

52 a. Shareholder shall pay the cost incurred by the Mutual for  
 53 the Mutual's legal counsel to prepare such Addendum, in  
 54 addition to the cost to have the Addendum notarized and  
 55 recorded, promptly upon request.

56  
 57 b. Restriction on Number of Units Leased.

58 i. No more than twenty five percent (25%) of the Units in the Mutual shall  
 59 be rented at any time (the "Leasing Cap").

60 ii. A shareholder desiring to rent his or her Unit may submit to the Board  
 61 a written request for approval to rent. No Shareholder shall rent his or  
 62 her Unit prior to receiving written approval from the Board.

63 1. The Board shall respond to any Shareholder's written request  
 64 for approval to rent the Shareholder's Unit within forty-five (45)  
 65 days of the Board's receipt of such request. If the Board does  
 66 not respond to the Shareholder's written request at the  
 67 Shareholder's last known address of record within this time  
 68 period, permission to rent shall be deemed to have been  
 69 approved by the Board.

70 2. The Board shall deny a Shareholder's request for approval to  
 71 rent the Shareholder's Unit if the number of rented Units, plus  
 72 the number of Units for which other Shareholders have received  
 73 Board approval to rent but which are not yet rented, plus the  
 74 Shareholder's Unit (the "Leased Unit Calculation") exceeds  
 75 twenty-five percent (25%) of the Units in the Mutual. If the Leased  
 76 Unit Calculation does not exceed twenty-five percent (25%) of  
 77 the Units in the Mutual, the Board shall grant a Shareholder's  
 78 request for rental approval.

79 3. In the event a Shareholder's request for approval to rent is  
 80 denied, the Shareholder shall be placed on a waiting list

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**ADOPT**

**Leasing Rules and Regulations**

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maintained by the Mutual, and the Shareholder shall be given an opportunity to rent his or her Unit when such Shareholder’s name is first on the waiting list and the Leased Unit Calculation no longer exceeds twenty-five percent (25%) of the Units in the Development.

- 4. If a Shareholder who has been approved to rent his or her Unit fails to rent his or her Unit within ninety (90) days of the date of rental approval, the Shareholder’s written approval to rent from the Board shall expire. In such event, the Shareholder shall be required to submit a new written request to rent his or her Unit in accordance with the foregoing provisions.
- 5. If a Lease for an approved rental of a Shareholder’s Unit expires or terminates and the Shareholder does not enter into a new Lease for the Shareholder’s Unit within ninety (90) days of the expiration or termination of the prior Lease, the Shareholder’s written approval to rent shall expire. In such event, the Shareholder shall be required to submit a new written request to rent his or her Unit in accordance with the foregoing provisions.
- 6. At no time may a prospective Shareholder or any non-Shareholder be added to the Wait List.

**c. Lease Requirements.**

- i. Subject to the Leasing Cap, and the provisions set forth above, a Shareholder may rent his or her Unit pursuant to a Lease that is: (A) in writing; (B) for a term of at least thirty (30) days (the “Minimum Lease Term”); and (C) subject in all respects to the Governing Documents, including, but not limited to, the Occupancy Agreement, provided it does not conflict with the terms contained herein.
- ii. The Shareholder is required to provide the Tenant with a copy of all Governing Documents, and any amendments thereto for the duration of the tenancy and Lease and ensure that the Tenant understands and acknowledges and agrees to be bound by the same. The Shareholder must provide the Mutual with written confirmation of the foregoing. The Lease shall include a statement that any failure by the Tenant to comply with the Governing Documents will constitute a default under the Lease. The following paragraph, or a substantially similar paragraph, shall be included in each Lease: “In accepting this Lease, Tenant acknowledges that Tenant has received, read, and understands Occupancy Agreement for Unit , dated , and any addendum thereto, and the Bylaws, rules, regulations, and policies of Seal Beach

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- 121 Mutual No. Sixteen (the “Governing Documents”). Tenant agrees to  
 122 comply with the terms of the Governing Documents, and  
 123 acknowledges that any failure by Tenant, or Tenant’s family members,  
 124 social guests, houseguests, servants, employees, or agents, to comply  
 125 with the terms of the Governing Documents shall constitute a material  
 126 default under this Lease and may result in the early termination of this  
 127 Lease.”
- 128 iii. No less than the entirety of a Unit may be rented under a Lease, or  
 129 otherwise. Notwithstanding the foregoing, one (1) roommate paying  
 130 rent to a Shareholder may reside simultaneously with a Shareholder in  
 131 the Shareholder’s Unit. Any roommate contemplated herein must meet  
 132 the age requirements of a Tenant, specifically set forth in California  
 133 Civil Code Section 51.3, et. seq. The foregoing exemption shall only  
 134 apply to Units with two (2) bedrooms.
- 135 iv. No sub-rental or sub-lease of a Unit shall be permitted, and no Unit may  
 136 be used for vacation rentals (for example only, listed on Airbnb, VRBO  
 137 or a similar website) or rented to a corporate housing company.
- 138 v. No Unit may be leased for hotel or transient purposes.
- 139 vi. The Lease must provide that upon the notice of intent to transfer Stock,  
 140 the Lease shall terminate, and the Tenant must vacate the premises  
 141 and remove all personal property within thirty (30) days. The transfer  
 142 of Stock cannot take place unless and until Tenant has vacated the  
 143 Unit.
- 144 vii. Each Shareholder shall be responsible for any and all violations of the  
 145 Governing Documents committed by any Tenant, or any guest or  
 146 invitee of Tenant, of the Shareholder’s Unit.
- 147 viii. Each Shareholder shall be deemed to have agreed to save, hold  
 148 harmless, indemnify, and defend the Mutual and its Directors, officers,  
 149 agents, representatives, attorneys, and employees from and against  
 150 any and all claims, demands, actions, causes of action, liabilities,  
 151 damages, and expenses arising out of, or incurred as a result of, the  
 152 rental/leasing of the Shareholder’s Unit, together with all costs,  
 153 expenses, and actual attorneys’ fees resulting therefrom.
- 154 ix. Tenant must acknowledge the Mutual’s right to initiate an unlawful  
 155 detainer action against the Shareholder in the event: (1) the Tenant fails  
 156 to abide by the terms of the Mutual’s Governing Documents and the  
 157 Shareholder fails to initiate an unlawful detainer action within thirty (30)  
 158 days of notice from the Mutual Board of the same; and/or (2) the  
 159 Shareholder’s Share of Stock is terminated. Any expenses and  
 160 attorneys’ fees incurred by the Mutual, shall be paid as set forth in

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**ADOPT**

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**Section 7.1.2 of these Leasing Rules.**

x. **Tenant must acknowledge the Mutual’s right to initiate an unlawful detainer action against the Shareholder in the event: (1) the Tenant fails to abide by the terms of the Mutual’s Governing Documents and the Shareholder fails to initiate an unlawful detainer action within thirty (30) days of notice from the Mutual Board of the same; and/or (2) the Shareholder’s Share of Stock is terminated. Any expenses and attorneys’ fees incurred by the Mutual, shall be paid as set forth in Section 7.1.2 of these Leasing Rules.**

**d. Exemptions; Enforcement.**

i. **If a Shareholder rents his or her Unit without approval from the Board, or otherwise in violation of the provisions of these Leasing Rules, the Mutual is authorized to pursue all of its available legal rights and remedies against the Shareholder to enforce such violation and the Shareholder shall be subject to disciplinary measures, including, but not limited to: (a) a monetary penalty in an amount to be determined by the Board; (b) other disciplinary measures; (c) termination of the Occupancy Agreement; (d) injunctive relief; and/or (e) a Reimbursement Assessment in an amount equal to the costs incurred by the Mutual related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether the Mutual is able to obtain a court order to evict the Tenant or otherwise effectuate the legal eviction of the non-compliant Shareholder and/or Tenant from the Shareholder's Unit.**

ii. **Notwithstanding anything to the contrary contained in these Leasing Rules, the Leasing Cap shall not apply to the Mutual.**

**e. Unlawful Detainer.**

i. **Failure by a Shareholder to take legal action, including the institution of unlawful detainer proceedings to evict such Shareholder’s Tenant, who is in violation of the Mutual’s Governing Documents, including without limitation, the Articles, Occupancy Agreement and/or Addendum thereto, Bylaws, Rules and Regulations, or Policies, within ten (10) days after receipt of written demand so to do from the Board, shall constitute a default of the Shareholders Occupancy Agreement and/or Addendum thereto and entitle the Mutual, through the Board, to take any and all such action necessary, including without limitation, declaring forfeiture/termination of the Shareholder’s Occupancy Agreement, and the institution of unlawful detainer proceedings**

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against the Shareholder to recover possession of the Unit.

- ii. In any such unlawful detainer action against the Shareholder, the Mutual will seek an award of its attorney’s fees and costs incurred in connection with the same pursuant to the Occupancy Agreement and/or Addendum thereto. Any other expenses incurred by the Mutual in connection with the enforcement of these Leasing Rules, including attorney’s fees, shall be repaid to it by such Shareholder. Failure by such Shareholder to make such repayment within (10) days after receipt of a written demand therefor shall entitle the Board to levy a Special Assessment against such Shareholder and such Shareholder’s Unit for all such expenses incurred by the Mutual.
- iii. The authority granted by this Section 7 shall be cumulative with all other rights and remedies of the Mutual in enforcing its Governing Documents.

f. Shareholder Liability.

- i. Shareholder shall be absolutely liable to the Mutual and other Shareholders and their families, guests, tenants, and invitees for any liability arising from the acts/or omissions of such Shareholder’s Tenant. Each Shareholder who chooses to lease such Shareholder’s Unit agrees to be held liable for all acts, whether negligent or non-negligent of such Shareholder’s Tenant and/or any guests or invitees of Tenant.

g. Mutual Not a Landlord.

- i. The exercise and enforcement of the Mutual’s rights under these Leasing Rules shall in no way constitute the Mutual as a landlord or lessor under any Lease, and the Mutual shall have no such responsibility. Each Shareholder hereby agrees to indemnify, defend, and hold harmless the Mutual and its Directors, officers, agents, representatives, employees, and attorneys, as may be applicable, from and against any and all claims by a Tenant or any third party that the Mutual failed to fulfill the duties of landlord or lessor under any Lease for the Shareholder’s Unit.

h. Shareholder Insurance Requirements.

- i. Property Damage and General Liability Insurance.
  - a. Each Shareholder is responsible for insuring his or her personal property located within the Mutual. Each Shareholder is also responsible for ensuring all buildings,

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structures, and other Improvements contained within or located upon the Shareholder’s Unit (including, but not limited to the Shareholders’ Residences) against fire and other casualty. Nothing in these Leasing Rules precludes any Shareholder from carrying public liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of the Mutual’s insurance policies. If any loss intended to be covered by insurance carried by or on behalf of the Mutual occurs and the proceeds payable are reduced due to insurance carried by a Shareholder, such Shareholder shall assign the proceeds of the Shareholder’s insurance to the Mutual, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.

**ii. Renter’s and Landlord’s Insurance.**

**a. A Shareholder whose Unit is subject to a Lease shall require as a term of the Lease that the Tenant is required, at all times during the Tenant’s tenancy and occupancy of the Shareholder’s Unit, to obtain and maintain “renter’s insurance” of no less than fifty thousand dollars (\$50,000.00), insuring, including without limitation, the Tenant for general liability, property damage, and the replacement value of the Tenant’s personal property and belongings located in the Unit from damage and loss. Such Shareholder shall also be required to maintain “landlord’s insurance” during the period of the Lease, under an insurance policy that covers the Shareholder’s Unit from financial losses connected with the Unit; such policy shall cover standard perils such as fire, and, to the extent commercially available, include coverage for accidental damage, malicious damage by tenants, and rent guarantee insurance.**

**iii. Proof of Insurance.**

**a. Duplicate copies of the insurance policies required under these Leasing Rules shall be submitted by a Shareholder to the Board at the New Tenant Orientation and upon request thereafter. Notwithstanding the foregoing, the Mutual shall not have the obligation to confirm that any Shareholder or Tenant carries the insurance required**

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under these Leasing Rules and/or confirm the terms of any insurance purchased by a Shareholder or Tenant.

**iv. Lack of Insurance.**

**a. The Mutual shall not be responsible for any damage or loss to a Shareholder’s Unit, another Unit, or the Common Area for which the Shareholder is responsible, and the Shareholder does not maintain sufficient insurance coverage for the cost of repair and restoration of such damage or loss. Any failure by the Tenant to have renter’s insurance shall be regarded as a material breach of the Lease.**

**i. Tenant Eligibility.**

**i. No Discrimination.**

**a. No Shareholder shall execute or cause to be recorded any instrument that imposes a restriction on the rental or occupancy of the Shareholder’s Unit on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information, nor shall any Shareholder discriminate against or harass any prospective Tenant, or Resident of the Shareholder’s Unit because of such bases. Notwithstanding the foregoing, selection preferences based on age in the rental of a Shareholder’s Unit, imposed in accordance with Section 51 of the Civil Code or a federally approved housing program, as may be applicable, shall not constitute age discrimination.**

**ii. Criteria for Eligibility.**

**a. All Tenants must meet the criteria for membership eligibility set forth in the Mutual’s Governing Documents, specifically the Occupancy Agreement and by the Golden Rain Foundation, as the same may be amended from time to time.**

**j. Board’s Right to Impose Additional Rules and Regulations.**

**i. As long as Civil Code Section 4741, or similar statutes, is effective and has not been overturned by the Courts or repealed or otherwise amended by the state legislature, these Leasing Rules will remain**

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effective. Should Civil Code Section 4741, or similar statutes, be overturned, repealed, or otherwise amended, the Board retains the right to revoke and/or revise these Leasing Rules accordingly. The Board retains the right to establish and enforce additional Rules and Regulations to implement the leasing restrictions contained in these Leasing Rules and any other Governing Documents of the Mutual.

**k. Inspection of Unit Upon Termination of Lease.**

- i. The Mutual shall conduct an inspection of any leased Units within the Mutual, upon the termination of the Lease. The Mutual will provide notice of such inspection to the Shareholder, if required under to the Occupancy Agreement or Addendum. The Mutual is entitled to charge a fee for such inspection. The fee will be as set forth in the Mutual's Schedule of Fees and is subject to change at the Board's sole discretion.

**l. Tenant Not Entitled to Take Over Rights of Shareholders.****i. Mutual Meetings and Events.**

- a. Tenants may not participate in, or attend, meetings of the Mutual, including without limitation, any townhall meeting, open Board meeting, or any event intended only for the Shareholders of the Mutual.

**ii. Tenant and Shareholder Required to Attend Orientation.**

- a. All new Tenants within the Mutual are required to attend a New Tenant Orientation. All leasing Shareholders will be required to attend such Orientation with the Tenant. The Mutual is entitled to charge a fee for such New Tenant Orientation. The current cost for this orientation to the Shareholder will be \$100.00 and is subject to change at the sole discretion of the Board.

- iii. All required documents for orientation must be presented to the board 3 working days prior to the New Tenant Orientation, including background and credit checks, proof of insurance for both the Tenant and the Shareholder, signed Occupancy Agreement and Addendum, Lease, Tenant contact information and shareholder contact information.

- iv. Tenant is not permitted to have overnight guests.

- v. Except in case of emergency, Tenant shall not contact the Directors of the Mutual, or any vendor of the Mutual, including without limitation any employees or representatives of the GRF, for any maintenance

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- 361 issues. Tenant must contact the Shareholder-Landlord for any non-  
 362 emergency maintenance issues.  
 363 vi. Tenant is only permitted to have one (1) car in the Mutual.  
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 365 m. Forfeiture of Shareholder Rights.  
 366 i. Shareholder cannot utilize any common areas of the Mutual, including  
 367 without limitation, laundry rooms, use of carport and storage cabinets  
 368 therein, if a shareholder elects to lease out his/her unit to a tenant.  
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 370 n. Background and Credit Checks.  
 371 i. Shareholder must conduct a background check and a credit check  
 372 prior to entering into a lease agreement with a Tenant. Upon demand  
 373 by the Board, Shareholder must present the Board with a copy of the  
 374 results of the background check and the credit check within ten (10)  
 375 days of such request, at the New Tenant Orientation.  
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 377 o. Documents to Mutual.  
 378 i. Prior to Tenant Occupancy of any unit in the Mutual the Shareholder  
 379 must provide to the Mutual:  
 380 ii. Lease.  
 381 a. The Shareholder shall provide the Mutual with a copy of  
 382 the executed Lease.  
 383 iii. Tenant Contact Information.  
 384 a. The telephone number and e-mail address, if applicable,  
 385 of the Tenant, and information related to any vehicle of the  
 386 Tenant, including the make, model, color, and license  
 387 plate number.  
 388 iv. Shareholder Contact Information.  
 389 a. The telephone number and any change in address of the  
 390 Shareholder.  
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 392 p. Fine Policy of the Mutual.  
 393 i. Pursuant to the Mutual's Governing Documents, the Shareholder will  
 394 be called to a hearing for any Tenant violations of the Governing  
 395 Documents, and the Mutual Board will determine what disciplinary  
 396 measures and/or monetary fines to levy against Shareholder. The  
 397 Mutual's Fine Policy in effect at the time the violation occurs will be  
 398 applied.  
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**Mutual Operations – Resident Regulations**

**ADOPT**

**Leasing Rules and Regulations**

**Document History**

Adopted: **13 Sep 2022**

Amended:

**Keywords:** Mutual  
Sixteen

Resident  
Regulations

Apartment  
Leasing

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**(Sep 2022)**

# *Mutual Corporation No. Sixteen*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND VOTE TO APPROVE MONTHLY FINANCES (NEW BUSINESS, ITEM A)  
**DATE:** SEPTEMBER 13, 2022  
**CC:** MUTUAL FILE

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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 July 2022.