AGENDA

POLICY COMMITTEE

REGULAR MEETING
TUESDAY, JUNE 6, 2017 AT 1:30 P.M.
BOARD ROOM - GATEWAY COMPLEX

1. MEETING CALLED TO ORDER Robert Kelso, Chair

2. ROLL CALL Mary Lou Delpech, Geri Pyle, and Steve Roath

3. RESIDENTS' FORUM

4. APPROVAL OF THE REPORT OF MEETING HELD ON FEBRUARY 7, 2017

5. OLD BUSINESS None

6. NEW BUSINESS Consider proposed revisions to various policies relating to the Access Control System Project implementation

7. NEXT MEETING Pre-empted by Holiday, Alternative to be determined

8. ADJOURNMENT

cc: GRF Board
POLICY COMMITTEE REPORT

REGULAR MEETING
TUESDAY, FEBRUARY 7, 2017, AT 1:30 P.M.

A regular meeting of the Policy Committee was convened by the Chairman, Robert D. Kelso, at 1:30 p.m. on Tuesday, February 7, 2017, in the Board Room at Gateway Complex.

Present, in addition to the Chairman, were Sue DiMaggio Adams, Leslie Birdsall, and Geraldine Pyle. Also attending were Melvin C. Fredlund, Vice President, and Mary Lou Delppech, Secretary, GRF; Timothy O'Keefe, CEO; Anthony W. Grafals, General Counsel; Dennis Bell, Public Safety Manager; and one resident.

The Policy Committee's report of its meeting held on December 6, 2016, was approved as written.

The Chairman began the discussion of Policy 103.1, Entry Into Rossmoor, and explained the reason for including the policy on the agenda for possible review. Mr. Bell then provided background information on the policy and Public Safety's efforts to enforce same. After discussion, the Committee agreed not to pursue further review of the policy.

The Chairman announced that the next regular meeting of the Policy Committee will be held on Tuesday, March 7, 2017, at 1:30 p.m. in the Board Room at Gateway Complex.

There being no further business to come before the Committee, the meeting was adjourned at 1:46 p.m.

Robert D. Kelso, Chairman
Policy Committee
SUMMARY REPORT  
GOLDEN RAIN FOUNDATION POLICY COMMITTEE

REPORT PREPARED BY:  
Anthony W. Grafals, General Counsel and Director of Confidential Services

REQUESTED ACTION:  
Consider possible revisions to the following Policies in order to implement the Access Control System Project:

• P102.1.1 User Fees and Service Charges  
• P104.1.1 Membership Guidelines  
• P104.1.2 Use of Community Facilities by Lessees  
• P304.0 Community Facilities Use  
• P304.1 Guest Usage Policy

BACKGROUND:
At its May 9, 2017 meeting, the Board was presented with and discussed an Access Control Concept, for possible adoption. The result of the discussion was direction to staff to further develop the Concept for possible implementation by the Board at a later date. Staff worked to address the relevant issues which needed to be addressed in order to facilitate implementation of the proposed system. A number of issues were addressed which will require modifications to existing GRF Policies in order to implement and adopt the proposed system. Several Policies would need to be modified to permit and/or provide for the following:

• access categories based on Membership/occupancy status  
• access level limits differentiated by category  
• issuance/renewal of access cards based on category  
• charge/collection of administrative fees  
• charge/collection of facilities usage fees  
• verifications such as proofs of occupancy, lease terms, etc.

Existing Policies in need of modification were determined to include:

• P102.1.1 User Fees and Service Charges  
• P104.1.1 Membership Guidelines  
• P104.1.2 Use of Community Facilities by Lessees  
• P304.0 Community Facilities Use  
• P304.1 Guest Usage Policy
Staff believes that with the proposed modifications, there will not be a need to create any new Policies.

ATTACHMENTS:
- P102.1.1 User Fees and Service Charges (BLACKLINE)
- P104.1.1 Membership Guidelines (BLACKLINE)
- P104.1.2 Use of Community Facilities by Lessees (BLACKLINE)
- P304.0 Community Facilities Use (BLACKLINE)
- P304.1 Guest Usage Policy (BLACKLINE)
- P102.1.4 Membership Transfer Fee
- Draft Proposed Member Records Department Access Fee Matrix (SAMPLE)
Policy 102.1.1

Subject: User Fees and Service Charges

Purpose: To Establish a Policy to Govern and Guide Decisions Concerning Cost Support of Community Facilities and Services

Rossmoor has a long tradition of policies and practices supporting the shared cost concept, which is enumerated in the Trust Agreement. By spreading the cost of operations over the entire membership, the community is able to support a great array of facilities and services, which are integral to residential retirement community living. At the same time, there are circumstances when shared support of some activities may not be appropriate.

The principle underlying the shared cost concept is that the service or facility is available to all residents on an equal basis, and that the particular activity or improvement benefits the community at large. When the entire community does not benefit, it is not appropriate that the cost be spread over the entire membership. When recovery of a cost is not shared by equal assessment of the membership, it is termed a non-shared cost and is recovered by either user fees or service charges. The objective of these charges, at a minimum, is to recover the cost attributable to the activity or service or to generate revenue for allocating a portion of the Trust Estate for specific exclusive use by a limited number of residents or registered tenants for their dedicated use versus other competing groups.

When a resident or recognized Rossmoor organization requests use of a facility, the Board may impose additional fees for use as a result of the restricted exclusive use to recover direct costs or to approximate charges for similar services outside Rossmoor. Such fees will normally be determined annually during the budget development and approval process. Room set-up fees are subject to the charges in effect at the time of usage.

Also included in this category are facilities that, due to special use restrictions, are not generally available for use by all members. The Recreational Vehicle (RV) storage facility is an example of this type of facility. Excluded are GRF facilities universally available to all residents that are operated by resident volunteer groups in lieu of staff, such as the library, crafts rooms and the computer room, where computers and internet access are available to all residents.

Examples of fees for exclusive benefit use are: clubhouse room reservation charges, clubhouse set-up charges, and RV storage rental charges, etc.

Authority: Policy

12/5/96 9/30/99 Rev.
1/29/98 Rev. 10/26/00 Rev.
10/29/98 Rev. 5/25/06 Rev.
12/3/98 Rev.
1/28/99 Rev.
Policy 104.1.1

Subject: Membership Guidelines

Purpose: To Establish and Clarify Guidelines for Membership

The Bylaws of the Golden Rain Foundation of Walnut Creek state that Membership is limited to, “one or more natural persons residing in a single manor, one of whom must be at least 55 years of age.” Additionally, such Member must either be an owner of a Manor or shareholder of a cooperative, or a Designated Occupant. The Bylaws further define a Designated Occupant as one who resides in a Manor who has been designated by the applicable owner or shareholder, as an approved occupant in accordance with the requirements of the applicable Mutual.

Although GRF may not impose restrictions on ownership or occupancy, GRF has the authority to impose limitations on Membership in the GRF. Moreover, most, if not all, Mutuals require that residents or individuals must be eligible for Membership in the GRF, in order to purchase or reside in a Manor and qualify for membership in a Mutual. Although the Bylaws of GRF predominate, the following is intended to supplement and clarify the requirements of the GRF Bylaws:

1. All occupants must be approved by the applicable Mutual in order to qualify for GRF Membership.
2. All prospective GRF Members must be approved by the Golden Rain Foundation.
3. No person shall be a member of the Golden Rain Foundation added to an existing Membership unless that person intends to occupy the Manor to which such membership is appurtenant, which may be verified by proof of residence.
4. The execution of the Waiver of Right to Use Community Facilities document is required when the Member will not be the owner(s) of record. Execution of this document establishes the non-owner occupant as a Designated Occupant and Member of the Foundation, pursuant to the Bylaws of the Foundation. Execution of this document establishes conclusively that the owner is not a Member of GRF and enjoys none of the privileges thereof. Any subsequent change to Membership will be subject to payment of any applicable Membership fee pursuant to Policy 102.1.4.
5. Each Membership must include at least one person who is 55 years of age or older.
6. Each Membership shall be limited to the number of residents per manor as prescribed by the applicable Mutual.
7. All co-occupants shall be registered by the Foundation as residing in the applicable Manor and may be required to pay a fee for such registration at the discretion of the Board of Directors. A schedule of any such applicable fees shall be maintained by Member Records and provided to Members upon request.
8. Only co-occupants who have been properly registered are entitled to use of the community facilities.

9. Members may be issued an identification card or other access devices, which may be subject to periodic renewal, and an administrative fee for issuance, renewal or replacement.

Authority: Policy

5/29/69
7/1/76 Rev.
1/1/85 Rev.
6/6/89 Rev.
2/28/13 Rev.
Subject: Use of Community Facilities by Lessees

Purpose: To Establish Guidelines for Use of the Community Facilities by Approved Lessees

Occupancy of any manor in Rossmoor, Walnut Creek by a lessee is subject to approval by the applicable Mutual Corporation and registration at with the Member Records office. Each Mutual Corporation has restrictions pertaining to the leasing of a manor. Before leasing a manor, the lessor/owner should contact their Mutual for specific requirements, and must comply therewith.

A Golden Rain Foundation Member/owner of record must notify the Foundation when an unoccupied manor not occupied by a GRF Member is leased, including evidence of acceptance by the applicable Mutual, the identity of the lessee(s), and a copy of the lease agreement including the termination date, along with any other information reasonably requested by GRF. Leasing a unit will not impair the Membership rights of an existing Member in good standing.

The use of Rossmoor’s community facilities may be enjoyed by an approved, registered lessee subject to all GRF governing documents and compliance with the following requirements:

1. Upon approval by GRF, an identification card valid for the term of the lease shall be issued to the lessee, provided that the lessor Member/owner of record previously paid a Membership Transfer Fee, pursuant to Policy 102.1.4.

2. The lessee identification card and registration entitles the lessee(s) to the use of GRF facilities and amenities only during the term of the lease.

3. The GRF Board may impose a Facilities Usage Fee for lessees in an amount and upon such terms as it deems appropriate. The amount and terms of any such fee can be obtained from Member Records upon request.

4. Upon termination of a lease, the GRF Member/owner of record must return the lessee’s identification card(s) and other access devices to GRF.

5. Unregistered lessees have no status with GRF and are therefore not permitted to use or access any GRF facilities or amenities, except pursuant to the Guest Policy.

6. Nothing herein precludes an owner of record from naming a lessee as a Designated Occupant, subject to all of the requirements and privileges thereof.

7. Failure or refusal to comply with this Policy and/or the applicable policies/rules of the Mutual wherein the leased property is located may subject the applicable GRF Member/owner of record to discipline, including a fine and/or suspension of Membership privileges.
Authority: Policy

5/29/69
7/1/76 Rev.
4/15/82 Rev.
1/1/85 Rev.
6/6/89 Rev.
10/26/00 Rev.
12/4/14 Rev.
1/28/16 Rev.
Policy 304.0

Subject: Community Facilities Use

Purpose: To Establish a Policy for Use of Community Facilities

Facility Usage

Golden Rain Foundation community facilities, including clubhouses, parks, pools and other recreational facilities are for use by residents, Members, GRF recognized organizations and their respective guests and the GRF. Upon authorization by the Board, approved, registered lessees may also be provided access to community facilities, subject to established limits. Residents, Members, and GRF recognized organizations are responsible for the actions of their guests and must be in attendance with their guests at all times during use of Golden Rain Facilities in accordance with the Guest Usage Policy 304.1. The utilization of community facilities for any commercial activity is not permitted unless in conjunction with a GRF-sponsored event or specifically authorized by the Board of Directors. Political activities are permitted if sponsored by a GRF recognized organization or GRF. Children must be supervised at all times at any event.

Reservations

1. All facility reservations are made through the Recreation Department.

2. All reservations require a Rental Agreement.

3. The GRF may block out facilities at any time for scheduled maintenance or for a GRF hosted event.

4. Reservations may be made by GRF recognized organizations beginning the last week of August and anytime thereafter for the following calendar year. Priority for reservation requests are based on the following:

   A. Previous years history of use

   B. Size and purpose of the event

   C. Availability

5. Residents, Members, and Lessees may request reservations for facilities a maximum of six (6) months in advance. Residents, Members, and Lessees may only request dates for January-March six months in advance if those facilities were not reserved the prior year by a GRF recognized organizations. This provides GRF recognized organizations the opportunity to renew their rentals for the upcoming calendar year prior to residents booking these spaces for private functions.
6. **Members and Lessees.** Residents and GRF recognized organizations must provide the Recreation staff with detailed information regarding the set-up of their event. The set-up includes information about the number of tables and chairs, the desired configuration for the tables and chairs, information regarding audio and video presentation needs and any other equipment or layout information that will be required. Set-up information must be submitted a minimum of two (2) working days in advance of the event. No changes can be made unless received one (1) working day in advance of the event from the responsible person named in the Rental Agreement.

7. Decorations should be kept to a minimum. The use of staples, tacks, nails and glue to affix decorations to facilities is prohibited. All decorations must be removed immediately following the event. No decorations or signage can be attached to acoustical panels located throughout the clubhouse facilities.

8. Indoor Clubhouse furniture and equipment must not be taken outside or moved from one room to another.

9. Equipment, food, and beverages cannot be stored in community facilities prior to or following an event unless previously authorized by GRF staff.

10. All use of community facilities must comply with applicable federal, state and local laws and regulations, and with all applicable GRF Bylaws, Policies, Rules, and Procedures.

11. Each GRF recognized organization will be limited to one December clubhouse reservation. This does not apply to the regular meetings of service clubs.

**Cancellation**

Facility reservations are subject to cancellation by the GRF. The Director of Mutual Operations & Trust Maintenance or the Resident Services Director or their designee may cancel a reservation when deemed necessary for maintenance issues or other unforeseen emergencies.

Cancellations by residents and GRF recognized organizations must be in writing. Late cancellations by residents and organizations that have already been set-up by Custodial staff will result in a cancellation fee for staff hours put into the set-up. Fees will be based on the rates for set-ups in effect at the time.

**Fees**

All fees are approved by the GRF Board of Directors and are subject to periodic review. A list of current fees is available from Recreation Services and will be provided to Members upon request.
1. **Rossmoor residents** may reserve GRF community facilities for private functions. Rentals by residents are charged a rental fee. Rental fees are billed at the rate in effect at the time the reservation is confirmed. GRF recognized organizations are not charged a fee for rental of GRF community facilities.

2. Private rentals by residents and rentals by GRF recognized organizations that require GRF staff time to set-up the room and operate the audio/video equipment will be charged a set-up fee. Set-up fees are billed at the rate in effect at the time the reservation is confirmed.

3. Reservations typically end by 11:30 p.m. Reservations lasting beyond 11:30 p.m. will be subject to additional staffing fees based on the rate in effect at the time the reservation is confirmed. No reservation may last beyond 2:00 a.m.

4. A cleaning fee will be charged to Residents or Clubs that do not leave facilities in a clean orderly fashion at the conclusion of the reservation. Cleaning fees are billed at the rate in effect at the time the reservation is confirmed.

5. A late fee will be charged for residents or GRF recognized organizations that exceed the time limit for their reservation. Late fees are billed at the rate in effect at the time the reservation is confirmed.

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**Occupancy**

It is understood that current posted Contra Costa County Fire District room occupancy limits are not to be exceeded. If the maximum occupancy is exceeded, GRF staff will notify renters of the need to reduce the number of attendees and may cancel an event that continues to exceed the posted limits.

**Cleanup**

All community facilities, including kitchens, must be vacated and all personal property and equipment removed by the exact time designated on the rental agreement form. Users who exceed this time are subject to a late fee. All rooms, including the kitchen, must be left in a clean and orderly condition. All refuse must be removed from the clubhouse and properly deposited in the outside refuse containers. If special cleanup by GRF staff is required, or if there is damage to the equipment or facilities, the renter will be billed accordingly. Particular care should be given to insure that all appliances and lights are turned off before leaving.

**Authority:** Policy
Policy 304.1

Subject: Guest Usage Policy

Purpose: To Establish Guidelines for Use of Trust Facilities by Guests

For purposes of this Policy the term “Guest” refers to non-Members, not registered with GRF as either a Lessee (P104.1.2), or Domestic Employee, as set forth below.

For purposes of this Policy the term “Guest” refers to non-Members, not residing in Rossmoor.

1. Guests privileges are intended by the Foundation to enhance family and friendship relationships. Guests must be accompanied by a Member host at all times, unless otherwise specifically provided for elsewhere by Policy, Rules, or Procedures.

2. Guests may be limited to a number of days or excluded for specific days or portions thereof from any programs, services or facilities if it is determined by the GRF Board that Guest usage may interfere, or is inconsistent, with Member usage, or is unduly demanding or detrimental to the program, service or facility. A list of such limitations, if any, will be available from Member Records and provided to Members upon request.

3. Guests must follow all policies, rules and procedures of the applicable program/facility. Members are responsible for making their Guests aware of the Foundation’s policies, rules and procedures and for the acts of their Guests.

4. No Guest who is a client, patient, or customer of a Member may use Foundation facilities for professional purposes.

5. Subject to approval of the GRF Board, Guests may be charged a fee for use of, or access to, any program, service or facility on terms and conditions prescribed by the Board. A schedule of such charges will be maintained by Member Records and provided to Members upon request.

5.6. The term Domestic Employee refers to an employee of a Member or Tenant as either a care-giver or housekeeper or similar capacity, whether or not such employee lives with the Member or Tenant full-time. Domestic Employees must be registered with GRF as such, and will be considered to be Guests of the Member, for purposes of access only. Domestic Employees will not be permitted to make use of any amenities or facilities, and must be accompanied by the applicable Member at all times. Domestic Employees may be issued limited access devices subject to the
fees and restrictions established by the Board, which are available from Member Records upon request.

6.7. Notwithstanding any of the above limitations, exceptions to this Policy may be made by express provisions contained in the applicable Rules for participation and use of any GRF program, service or facility approved by the GRF Board.

Authority: Policy

6/24/04
9/27/07 Rev.
2/24/11 Rev.
10/31/13 Rev.
__/__/17 Rev.
Subject: Membership Transfer Fee

Purpose: To Establish a Membership Transfer Fee

A. The Golden Rain Foundation of Walnut Creek (the Foundation) will impose a Membership Fee or Membership Transfer Fee (the “Fee”) on all individuals/households upon becoming a Member of the Foundation as defined in Article II, Section 1 of the Bylaws of the Golden Rain Foundation of Walnut Creek as then currently constituted (the Bylaws) as an obligation of the purchaser(s)/transferee(s).¹

B. Payment of the Fee is a condition of Membership in the Foundation and is required in order to obtain access to Foundation amenities.

C. The Fee will be a fixed amount, as determined, from time to time, by the Board of Directors of the Foundation and shall be applicable to all transactions involving the sale or transfer of an interest in a Mutual Manor; excluding, however, those transfers subject to the following exemptions:

1. **Current Member (CMR)** Where at least one of the purchasers is or has been a Member at any time during the preceding one hundred twenty (120) calendar days prior to the close of escrow on the purchase of a Manor, no Fee will be collected, provided that such Member previously paid a Fee. (Where purchaser(s) notifies the Foundation prior to the expiration of the one hundred twenty (120) day period above that additional time is needed to close escrow, purchaser shall be permitted relief for up to an additional ninety (90) days); or

2. **Joining by Non-Member (JNM)** Where title is joined between a Golden Rain Foundation Member occupying the property who previously paid a Fee and a non-member so long as the Member who previously paid a Fee remains a Member as set forth in the Bylaws; or

3. **Inheritance (INH)** Where title is transferred to a spouse or registered domestic partner, through inheritance; provided the deceased Member previously paid a Fee; or

4. **Inheritance Held for Resale (INR)** Where title is transferred through inheritance to any person other than a spouse or registered domestic partner, payment of the Fee shall be required. However, a refund of such Fee, or the portion thereof actually received by the Foundation, shall be provided upon the timely request of such inheriting person, subject to the following conditions:

   a. the inheriting person can reasonably demonstrate that s/he has not occupied the property or used Foundation amenities subsequent to taking title to the property; and

¹ Pursuant to Ca. Civ. Code §1368(c)
b. within one (1) year of the latter to occur of the effective date of title transfer to the inheriting person or the close of probate of the decedent’s estate, the property is re-conveyed by the inheriting person to a third party who pays or has paid a Fee; and

c. the request for refund is received within thirty (30) days of reconveyance to such third party; or

5. **Gift (GFT)** Where title is transferred to a non-member by gift, provided that the donor never occupied the property and previously paid a Fee in connection with the acquisition of the subject property; or

6. **Trust (TST)** Where title is transferred by a Member to a trust whose principal beneficiary is such Member so long as such Member occupies the property and remains a principal beneficiary of the trust, or

7. **Non-Natural Persons (NNP)** Where title is transferred to an entity that is not a natural person and/or who cannot become a Member of the Foundation, no Fee is required.

D. Upon the occurrence of any of the continuing conditions set forth in Section C, above, ceasing/failing to be met, a Fee shall become immediately due and payable on the same terms as would apply to an initial purchase/transfer without exemption from the requirement to pay the Fee.

E. The exemptions set forth in Section C above are cumulative, such that a purchaser/transferee may claim exemption under any one or multiple exemptions for a given transaction. However, each exemption must be fully complied with in order to apply.

F. An administrative fee may be charged for transfers which are exempt from payment of a Membership Fee / Membership Transfer Fee, to be established by the Board.

G. It is the responsibility of the purchaser/transferee to assert exemption under Section C above. Persons claiming coverage by one or more of the foregoing exemptions are responsible for providing sufficient reasonable proof of compliance with each requirement. The Foundation will allow a reasonable time to claim and prove applicability of an exemption. However, the Foundation shall not be liable for failure to timely claim and prove exemption for a transfer or purchase transaction. Refunds will not be provided after 1 year and any refund provided may have deducted, any applicable administrative fees.

H. Membership benefits apply to occupants of a single manor. Where more than one person benefits from a single Membership and the parties subsequently separate into more than one manor, only one manor may retain the existing Membership. The
parties may designate which manor will retain the existing Membership. Those persons not retaining rights to the original Membership will be subject to the requirements for payment of a new Fee as applicable to non-Members without regard for their prior Membership status.

I. Capitalized terms not specifically defined herein shall be as set forth in the Bylaws of the Foundation.

Authority: Policy

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6-16
# Member Records Access and Fee Matrix

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<th>GATE ACCESS</th>
<th>TRANSIT ACCESS</th>
<th>FACILITY ACCESS</th>
<th>AMENITY USAGE</th>
<th>LIMITATIONS</th>
<th>RENEWAL</th>
<th>BASE FEE¹</th>
<th>ADMIN FEES</th>
<th>POLICY REFERENCES</th>
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<td>Owner-Occupant²</td>
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<td>Yes</td>
<td>All</td>
<td>All</td>
<td>None</td>
<td>Annual</td>
<td>$9,000 One-time Membership Fee</td>
<td>None</td>
<td>Bylaws P102.1.1, P102.1.4, P104.1.1, P304.0</td>
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<td>Designated Occupant</td>
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<td>Co-Occupant</td>
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<td>Proof of Residency³</td>
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<td><strong>NON-MEMBER OCCUPANTS</strong></td>
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<td>Tenants</td>
<td>Yes</td>
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<td>All</td>
<td>All</td>
<td>Lessor is Member in Good Standing; Lease Registration and Approval by Mutual</td>
<td>Lease Term</td>
<td>$150/mo.</td>
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<td>Domestic Employees</td>
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<td>Same as Guest</td>
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<tr>
<td>Guests</td>
<td>Resident Approval Required</td>
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<td>Must be Accompanied by Member at all Times</td>
<td>NA</td>
<td>X$ for each Fitness Center visit in excess of 10 per year</td>
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<td>P304.1</td>
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¹ Does not include ID/Access Card or Administrative/Processing Fees.

²Occupancy is deemed unless Designated Occupant registered or unit is leased.

³CA ID Card, recent tax return, recent DMV registration, recent utility bill, current lease, recent pay stub, recent letter from govt.,