

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL ONE
A DAVIS-STIRLING ACT COMMON INTEREST DEVELOPMENT
ADMINISTRATION BUILDING CONFERENCE ROOM A
September 28, 2017 Meeting Begins 9:15 a.m.
(Open Forum for shareholders/residents-2 minutes 9:00 a.m. to 9:15 a.m.)

CALL TO ORDER & *PLEDGE OF ALLEGIANCE* S. Luther-Stark

ROLL CALL K. Aquino

INTRODUCTION OF GRF REPRESENTATIVE'S, GUEST(S), AND STAFF: S. Luther-Stark

Mrs. Perrotti, GRF Representative	Mr. Stone, GRF Representative
Ms. Miller, Director of Finance	Ms. Hopkins, Mutual Administration Director
Mr. Antisdell, Building Inspector	Mrs. Aquino, Recording Secretary

APPROVAL OF MINUTES: **Regular Meeting of August 24, 2017**
Special (agenda) Meeting of September 19, 2017

GUEST SPEAKER – Presentation of proposed 2018 Budget Ms. Miller

GRF REPRESENTATIVES' REPORTS R. Stone, L. Perrotti

BUILDING INSPECTOR'S REPORT J. Antisdell

a. Proposal for traffic codes of Carports and signage to be in compliance with CAMUTCD

PRESIDENT'S REPORT S. Luther-Stark

CHIEF FINANCIAL OFFICER'S REPORT B. Schweitzer

DIRECTOR'S REPORTS

MUTUAL ADMINISTRATION DIRECTOR'S REPORT Ms. Hopkins

OLD BUSINESS

- a. Ratify adopted/posted Policy 7557.01 – Caregivers
- b. Ratify adopted/posted Policy 7583.01 – Limitation of Vehicles per Unit
- c. Ratify adopted/posted Policy 7502.01.1 – Adoption of Policy 1927-37 Fines for Parked Vehicles
- d. Ratify rescinded/posted Policies
7301 – Audit Expense; 7302 – Capital Accounts; 7320 – Patronage Refunds; 7331 – Interest on Impound Accounts; 7332 – Billings to Mutual; 7333 – Income Items and Their Distribution; 7334 – Investment Records; 7337 – Financial Reports; 7340 Accounts Receivables; 7341 – Cashier Services
- e. Ratify adopted posted Policy 7585.01 – Governing Document Compliance Corrective Measures and Fines

NEW BUSINESS

- a. WASH – Leasing of Dryers for Laundry Rooms
- b. Letter to Attorney – Responsibility for emergency preparedness of our Buildings K. Almeida
- c. Discuss amending Policy 7510.01 – Eligibility Requirements
- d. Reschedule Regular Meeting of November 23, 2017, to November 30, 2017
- e. Board Resolution Guest Passes 2018
- f. LA Seismic Survey 2017 – Project Description Leisure World

DIRECTORS' COMMENTS

SHAREHOLDERS' COMMENTS

ADJOURNMENT

EXECUTIVE SESSION IF NECESSARY (member issues; legal; approve previous minutes, if required)

STAFF WILL LEAVE THE MEETING BY 12:10 P.M.
NEXT REGULAR BOARD MEETING: OCTOBER 26, AT 9:00 A.M.
ADMINISTRATION BUILDING CONFERENCE ROOM A

**MINUTES OF THE SPECIAL (AGENDA) MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL ONE**

September 19, 2017

A Special Meeting of the Board of Directors of Seal Beach Mutual One was called to order by Secretary St. Aubin at 9:00 a.m. on Tuesday, September 19, 2017, in Building 5, Conference Room C.

Those members present were: President Luther-Stark, Vice President Tous, Secretary St. Aubin, and Directors Holzer, Collazo, Singer and Advisory Director Almeida. CFO Schweitzer, Director Barreras, Gambol were absent. Also present was one shareholder of Mutual One, and the Mutual Fifteen President, Ms. Dunagan.

The purpose of the meeting was to discuss agenda items for the September 28, 2017, Regular Monthly Board Meeting.

President Luther-Stark adjourned the meeting at 11:05 a.m.

Attest

JoAnn St. Aubin, Secretary
SEAL BEACH MUTUAL ONE

ka:9/21/17

Mutual Board Resolution to Pass the 2018 Budget

RESOLVED, To accept the 2018 Operating Budget for Mutual ONE of \$2,035,613, resulting in a regular monthly assessment of \$200.99 per apartment per month, for an increase of \$4.05 per month over the total Mutual operating costs of 2017, as presented, and to adopt this budget forthwith.

INSPECTORS MUTUAL REPORT

MUTUAL : (01) ONE

INSPECTOR : JERRYANTISDEL

MUTUAL BOARD MEETING DATE: 09/28/2017

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE	RECENT INSPECTION	CONTRACTOR / COMMENTS
1-H	FLOORING	GRF	09/30/17	10/30/17	NO	NONE	KARYS CARPET
1-H	WASHER/DRYER	BOTH	08/09/17	10/31/17	NO	NONE	BERGKVIST
1-H	WASHER/DRYER	BOTH	08/09/17	10/31/17	NO	08/31/17 FRAM/PLUM/ELEC	BERGKVIST
3-A	CARPORT CABINET	GRF	08/15/17	09/30/17	NO	NONE	HANDYMAN
3-I	HEAT PUMP	BOTH	08/16/17	11/16/17	NO	09/08/17 FINAL	GREENWOOD
9-A	HEAT PUMP	BOTH	09/25/17	10/25/17	NO	NONE	ALPINE
11-E	SHOWER CUT DOWN	BOTH	09/11/17	10/11/17	NO	NONE	NU KOTE
12-A	HEAT PUMP	BOTH	08/31/17	09/30/17	NO	09/11/17 FINAL	ALPINE
12-A	PATIO/BLOCK WALL	BOTH	08/31/17	09/30/17	NO	NONE	MJ JURADO
22-J	WINDOWS	BOTH	07/21/16	08/16/16	NO	09/09/16 FINAL	OGAN
14-J	FLOORING	GRF	07/10/17	08/10/17	NO	NONE	BIXBY PLAZA CARPET
18-D	WINDOWS	BOTH	07/31/17	08/30/17	NO	NONE	REPUBLIC COMPANY
21-B	WINDOW/SLIDING GLASS	BOTH	07/15/17	08/30/17	NO	NONE	CALIFORNIA ENERGY
21-H	HEAT PUMP	BOTH	09/15/17	12/15/17	NO	NONE	GREENWOOD
21-H	WINDOWS	BOTH	09/20/17	10/30/17	NO	NONE	SWENMAN
21-H	SHOWER CUT DOWN	BOTH	09/21/17	10/21/17	NO	NONE	NU KOTE
25-L	WINDOWS	BOTH	06/30/17	08/21/17	NO	NONE	LW DÉCOR
29-H	SHOWER CUT DOWN	BOTH	09/21/17	10/21/17	NO	NONE	NU KOTE
31-B	FLOORING	GRF	09/08/17	10/08/17	NO	NONE	KARYS CARPET
31-I	HEAT PUMP	BOTH	09/22/17	12/22/17	NO	NONE	GREENWOOD
33-K	HEAT PUMP	BOTH	09/11/17	10/11/17	NO	NONE	ALPINE
34-L	FLOORING	GRF	09/04/17	10/25/17	NO	09/12/17 FINAL	GUNDERSOON
35-E	ROOM ADDITION	BOTH	04/27/17	09/30/17	NO	06/23/17 ROUGH PLUMBING	BJ & COMPANY
35-E	ROOM ADDITION	BOTH	04/27/17	09/30/17	NO	08/01/17 FRAM/ELECT	BJ & COMPANY
35-E	ROOM ADDITION	BOTH	04/27/17	09/30/17	NO	08/07/17 WOOD TREATMEN	BJ & COMPANY
35-E	ROOM ADDITION	BOTH	04/27/17	09/30/17	NO	08/22/17 DRYWALL	BJ & COMPANY
41-I	ELECTRICAL CLOSET PATIO	BOTH	08/16/17	09/16/17	NO	NONE	OGAN
41-L	PATIO CARPET	GRF	07/24/17	10/20/17	NO	NONE	LW DÉCOR
42-B	SHOWER CUT DOWN	BOTH	09/26/17	10/26/17	NO	NONE	NU KOTE
42-K	FLOORING	GRF	07/24/17	08/24/17	NO	NONE	CORNERSTONE FLOORING
43-I	FLOORING	GRF	07/30/17	08/30/17	NO	NONE	KARYS CARPET
48-L	FLOORING	GRF	08/31/17	09/30/17	NO	NONE	KARYS CARPET
48-L	WINDOWS	BOTH	09/25/17	10/25/17	NO	NONE	SEAPORT WINDOWS
50-I	HEAT PUMP	BOTH	09/05/17	10/05/17	NO	NONE	ALPINE
52-C	ELECTRICAL	BOTH	08/31/17	11/15/17	NO	NONE	LW DÉCOR
53-B	KITCHEN REMODEL	BOTH	07/20/17	11/10/17	NO	NONE	LOS AL BLDRS
53-J	SHOWER CUT DOWN	BOTH	08/03/17	09/03/17	NO	09/08/17 FINAL	NU KOTE
56-I	CARPORT CABINET	GRF	08/02/17	09/02/17	NO	NONE	HANDYMAN
56-K	FLOORING	GRF	08/23/17	10/12/17	NO	NONE	BIBY PLAZA CARPET
59-B	FLOORING	BOTH	08/21/17	09/21/17	NO	09/08/17 FINAL	KARYS CARPET
58-C	REMODEL KITCHEN	BOTH	05/01/17	10/01/17	YES	06/29/17 UNDERGROUND	LW DÉCOR
58-C	REMODEL KITCHEN	BOTH	05/01/17	10/01/17	YES	07/14/17 FRAMING/PLUMB	LW DÉCOR
58-C	REMODEL KITCHEN	BOTH	05/01/17	10/01/17	YES	09/07/17 DRYWALL	LW DECOR
59-B	FLOORING	GRF	08/21/17	09/21/17	NO	09/08/17 FINAL	KARYS CARPET
59-J	FLOORING	GRF	08/20/17	09/20/17	NO	08/25/17 FINAL	KARYS CARPET
62-C	DISHWASHER	GRF	09/10/17	10/10/17	NO	NONE	KRESS
63-K	HEAT PUMP	BOTH	08/21/17	11/21/17	NO	09/08/17 FINAL	GREENWOOD
64-F	A/C WORK	GRF	08/14/17	09/14/17	NO	NONE	YES
67-D	FLOORING	GRF	08/14/17	09/30/17	NO	08/25/17 FINAL	GUNDERSON CARPET
69-A	PATIO CARPET	GRFF	07/10/17	08/10/17	NO	NONE	CORNERSTONE FLOORS
69-I	KITCHEN REMODEL	BOTH	06/12/17	07/25/17	NO	NONE	PEEK
69-I	KITCHEN REMODEL	BOTH	06/12/17	07/25/17	NO	06/26/17 UNDER GROUND	PEEK
69-I	KITCHEN REMODEL	BOTH	06/12/17	07/25/17	YES	FRAM/ELEC/PLUMB	PEEK

ALL SHADED AREAS HAVE BEEN SIGNED OFF

INSPECTORS MUTUAL REPORT

MUTUAL : (01) ONE

INSPECTOR : JERRYANTISDEL

MUTUAL BOARD MEETING DATE: 09/28/2017

ESCROW ACTIVITY

3-A		05/25/17	06/23/17	06/23/17	07/10/17	09/06/17	
5-H		08/02/17	08/25/17	08/28/17	09/12/17		
7-C		06/15/17					
9-A		04/12/17	06/27/17	06/27/17	07/12/17	09/06/17	
9-J		08/07/17					
11-L		08/29/17					
12-H		06/05/17	06/30/17	07/07/17	07/21/17	09/08/17	
20-D		01/18/14					
21-H		07/12/17					
23-C		06/21/17	08/02/17	08/02/17	08/16/17	09/06/17	
23-D		06/06/17					
23-J		09/11/17					
28-L		09/13/17					
29-A		03/29/16	06/27/16	06/28/16	07/13/16		
30-C	8/16/2017						
30-H		07/12/17					
31-B		05/22/17					
34-H		06/29/17					
34-J		06/29/17					
34-I		07/26/17					
41-A		11/14/16					
42-H		07/13/16					
42-K		09/12/17					
44-H		08/09/17					
44-F		06/21/17					
46-J		04/15/17	05/10/17	05/23/17	06/07/17	08/01/17	
47-I		07/25/17					
50-E		04/11/17					
50-I		07/24/17	08/04/17	08/04/17	08/18/17	09/06/17	
52-K		06/06/17	09/13/17	09/13/17	09/27/17		
54-H		04/19/17	05/09/17	05/30/17	06/13/17	08/01/17	
55-L		04/11/17					
60-B		07/27/17					
64-C							
64-F		05/03/17	05/26/17	05/26/17	06/12/17	07/27/17	
65-H		08/29/17					

ALL SHADE AREAS HAVE BEEN SIGNED OFF

NMI = New Member Inspection PLI = Pre-Listing Inspection NBO = New Buyer Orientation
FI = Final Inspection FCOEI = Final COE Inspection ROF = Release of Funds

CONTRACTS 2017

NOTHING NEW SINCE LAST MEETING

ALL SHADED AREAS HAVE BEEN COMPLETED

MUTUAL AND SHAREHOLDER REQUEST

CONCRETE BY CARPORTS 3 AND 4 COST IS \$16,000.00 BY MJ JURADO
CALLS AND VISITS TO UNITS 87

MUTUAL OPERATIONS

AMENDED DRAFT

RESIDENT REGULATIONS

Caregivers - Mutual One Only1. Licensing Requirements

- a. ~~In order to work as a caregiver in Mutual One, caregiver must have a valid Seal Beach Business License or work for an agency with a valid Seal Beach Business License, per Seal Beach City Ordinance 1435. A copy of the license must be in the possession of caregiver at all times.~~

~~Exemption: A family member (of a shareholder) who is acting in the capacity of a caregiver is exempt from possessing a business license, but must apply and receive a caregiver's pass and badge.~~

- a. **In order to work as a caregiver in Mutual One, caregiver must apply and receive a caregiver ID through the Golden Rain Foundation Stock Transfer Office.**
- b. A caregiver working in Mutual One must have a valid **California Identification Card when driver's license and proof of auto insurance if driving a vehicle into working in** Leisure World.

2. Pass and Badge Requirements

- a. All caregivers, whether working as a family member, as an individual, or through an agency, must apply and receive a caregiver's ID pass and clear badge holder through the Golden Rain Foundation Stock Transfer Office.
- 1) The pass ID must be renewed every six months.
 - 2) The pass ID must be worn in clear sight **around the neck** at all times.
 - 3) **ID, Badge, or Pass** Passes or badge holders may not be transferred or lent to anyone.

3. Use of Laundry Facilities

- a. Part-time caregivers may use laundry facilities for shareholder's laundry only. *Part-time caregivers who use Mutual laundry facilities for their personal or family use will be permanently barred from Leisure World.*
- b. Caregivers who are 24-hour live-ins may use washers and dryers for their personal use, but may not use the washers and dryers for other family members or friends.
- c. Washers and dryers are to be cleaned after every use.
- d. Only two washers and dryers may be used at a time.

(draft created on 4/21/17 ka)

(draft amended on 7/20/17 ka)

MUTUAL OPERATIONS**AMENDED DRAFT**

RESIDENT REGULATIONS

Caregivers - Mutual One Only

- e. Washed items are not allowed to be hung on patios.
- f. Part-time caregivers who use Mutual laundry facilities for their personal or family use will be permanently barred from Leisure World.

4. General Requirements

- a. Caregiver must cease any noise that could be considered disruptive after 10 p.m., i.e., no loud televisions, radios, or talking, so as not to disturb the quiet enjoyment of neighbors.
- b. **A Doctor's note stating that a full or part-time caregiver is needed. The note must be on the original Doctor's letterhead. If fulltime 24/7 care is needed, that must be included in the Doctor's note. It must be an original, not a photocopy.**
- c. Caregivers are not allowed to bring family members or friends to the apartment.
- d. Caregivers are not allowed to bring pets into Leisure World.
- e. Caregivers are not allowed to use community facilities, including laundry facilities, unless caregiver is a 24-hour live-in.
- f. **To be eligible as a Family 24 Hour Caregiver the family member cannot otherwise be employed.**

5. Parking Regulations

- ~~a. If shareholder does not have a vehicle, caregiver may use the carport space for their own vehicle after obtaining a temporary parking pass through the Stock Transfer Office.~~
- a. **Upon receiving Caregivers Badge a parking pass will be issued. This pass includes the Mutual # and the Unit # where caretaker will be working. This pass must be clearly displayed on drivers side of the caregiver's vehicle's dash board at all times. Proof of auto insurance is required.**
 - ~~1) The temporary parking pass must be clearly displayed on dashboard of caregiver's vehicle at all times.~~

MUTUAL OPERATIONS

AMENDED DRAFT

RESIDENT REGULATIONS

Caregivers - Mutual One Only

- b. if shareholder does not have a vehicle, caregiver may use the carport space for their own vehicle after obtaining a temporary parking pass through the Stock Transfer Office or any Director of Mutual One.

- c. Any vehicle without a Mutual One LW sticker on the windshield or caregiver parking pass on vehicles dash board will be towed if parked on Trust Streets from 11:00 p.m. to 6:00a.m.



MUTUAL ADOPTION

ONE: 09-28-08

(draft created on 4/21/17 ka)
(draft amended on 7/20/17 ka)

MUTUAL OPERATIONS

ADOPT POLICY DRAFT

RESIDENT REGULATIONS

LIMITATION OF VEHICLES PER UNIT

Mutual One will only approve one car per person per unit. ~~up two cars per unit unless there is a third occupant in the unit then it can approve one more to a maximum of three.~~ Security can will only issue decals for the number of members per unit. ~~for two cars, or no more than three if there is a third occupant.~~

DRAFT

MUTUAL ADOPTION

ONE:

(draft created on 4-21-17 ka)
(amended draft created on 7-20-17)

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any PROPERTY regulated by Mutual One. This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements all Shareholders/Members are solely responsible for the actions of their guests and employees; therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance or security vehicles assisting first responders or providing emergency services to a Shareholders/Member unit.

1. PREFACE

In order to promote safety, all drivers and pedestrians shall follow the same parking rules as are required on public streets, unless otherwise specified herein.

2. DEFINITIONS

Words appearing in ALL CAPITAL LETTERS are defined in this section.

2.1. ALTERNATIVE DISPUTE RESOLUTIONS (ADR)

A method of resolving disputes other than by litigation involving a neutral third party pursuant to Civil Code Sections 5925-5965.

2.2. ASSIGNED PARKING

A defined parking location that has been designated for the use of a specific individual or group by the GRF.

2.3. BICYCLE/TRICYCLE

A device with 2 or 3 wheels, respectively, upon which any person can ride propelled exclusively by human power through a belt, chain or gears.

2.4. CAREGIVER

A non-shareholder/member hired or identified by a Shareholder/Member as providing part-time or full-time care. This person must be registered with Stock Transfer.

2.5. COMMERCIAL VEHICLES

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

without limitation, a truck, van or trailer that has one or more of the following traits:

- 2.5.1. Larger than one (1) ton carry weight;
- 2.5.2. Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;
- 2.5.3. Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.
- 2.5.4. Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;
- 2.5.5. Used to haul any hazardous materials;
- 2.5.6. Designed to carry more than 15 (fifteen) passengers.

2.6. DUE PROCESS

An established course for judicial proceedings or other governmental activities designed to safeguard the legal rights of the individual.

2.7. ELECTRIC BICYCLE

Two-wheeled vehicle supplemented with an electric motor. It may not be driven on sidewalks.

2.8. GOLF CART

A motor vehicle having not less than three wheels in contact with the ground, having an unladed weight of less than 1,300 pounds, which is designated to be and is operated at no more than 20 mph, and has a maximum width of 48".

2.9. INTERNAL DISPUTE RESOLUTION (IDR)

An internal due process procedure offering an opportunity for both sides to meet and confer in good faith in an effort to resolve a dispute and reach a resolution of alleged violations of community rules.

2.10. LOW-SPEED VEHICLE (LSV)

A motor vehicle which is designed to travel in excess of 20 MPH with a maximum speed of 25 MPH. LSV's less than 48" in width shall be driven in accordance with the rules and regulations established for Golf Carts. LSV's that are more than 48" in width are prohibited from all walkways and sidewalks.

2.11. MOBILITY SCOOTER

(draft created on 8-28-17 ka)

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

2.12. MOTORCYCLE

A motorcycle has more than a 150cc engine size, and no more than three wheels and has to be registered with the Department of Motor Vehicles (DMV).

2.13. MOTOR-DRIVEN CYCLE

A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered.

2.14. NON-RESIDENT

A person without the right under the governing documents and applicable law to occupy a dwelling within a Mutual.

2.15. PARKING PERMIT BINDER

A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules.

Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.16. PARKING RULES VIOLATION PANEL (PRV)

The Mutual One Board of Directors (BOD) has established a committee consisting of a facilitator, three (3) Mutual One directors and an alternate as may be designated from time to time by the BOD and assigned to meet on a rotating schedule to hear Shareholder/Member disputes regarding Parking RULES VIOLATIONS NOTICES issued by Security Department.

2.17. PEDESTRIAN

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

2.18. PROHIBITED VEHICLES

2.18.1. Aircraft;

2.18.2. Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – Recreational Vehicles Restricted;

2.18.3. INOPERABLE VEHICLE: a vehicle that lacks a functioning engine or transmission, or non-functioning wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways;

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

- 2.18.4.** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5.** UNAUTHORIZED VEHICLE: Use of a motor vehicle in the community without consent of Mutual One;
- 2.18.6.** UNREGISTERED VEHICLE: no current valid State registration; or
- 2.18.7.** Vehicle designed to carry 12 (twelve) or more passengers.
EXCEPTION:
Buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.
- 2.19. RECREATIONAL VEHICLE (RV)**
A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle.
EXCEPTION:
Van camper conversions.
- 2.20. RESERVED PARKING**
A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the designated user(s).
- 2.21. RULES VIOLATION NOTICE (CITATION)**
A written notification of a violation of GRF parking policies placed on the violating vehicle. This information is forwarded to the Mutual One President.
- 2.22. TRUST PROPERTY**
All land operated by the GRF on behalf of the Mutuals.
- 2.23. TRUST STREETS**
Streets with names.
- 2.24. UNASSIGNED PARKING**
Not an ASSIGNED PARKING space.
- 2.25. UNAUTHORIZED VEHICLE**
A vehicle not permitted to be on TRUST PROPERTY.
- 2.26. VEHICLE USED FOR RECREATION (VUFR)**
Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****3. RULES FOR PARKING****3.1. PROHIBITED VEHICLES**

3.1.1. No PROHIBITED VEHICLE shall be parked on TRUST PROPERTY.

3.1.2. At no time, shall any vehicle be parked on MUTUAL ONE PROPERTY if it is leaking any fluids.

EXCEPTION:

Clear Water

3.1.3. Any of these types of vehicles are subject to immediate towing at the owner's expense. (See Policy 7582 – Towing Vehicles).

3.2. TEMPORARY PARKING PERMITS

3.2.1. The following Parking Permits are issued by Security Department

3.2.2. All Parking Permits must be displayed on dashboard of vehicle or on the king pin of a fifth wheel or the tongue of a trailer:

3.2.2.1. Shareholders/Member for use on rental or new vehicle;

3.2.2.2. Guest of Shareholders/Member;

3.2.2.3. Overnight Parking Permit at request of Shareholders/Member for Guest.

3.3. GENERAL PARKING RULES

3.3.1. Park Safely – At no time may a vehicle be parked in a manner creating a traffic hazard.

3.3.2. No animal or child is allowed to be left alone in any parked vehicle on MUTUAL ONE PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.

3.3.3. Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. (See Policy 7582 – Towing Vehicles).

3.3.4. Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.

3.3.5. Off Pavement – At no time may a vehicle be parked with any portion of it off pavement.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 3.3.6.** Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

Vehicles on a two-way travel roadway must be parked with the passenger side wheels within 18 (eighteen) inches of the curb or sidewalk.

- 3.3.6.1.** Vehicle must be parked completely within the marked boundaries of a parking space

- 3.3.6.2.** A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.

- 3.3.6.3.** Any vehicle without proof of current valid State registration may not be parked on MUTUAL ONE PROPERTY at any time.

- 3.3.6.4.** Any vehicles without a GRF decal on windshield or pass displayed on the dash may not be parked on MUTUAL ONE PROPERTY.

- 3.3.6.5.** Trailers not connected to a vehicle are not permitted to be parked on MUTUAL ONE PROPERTY.

Such trailers may be parked in the Permit section at Clubhouse 4 (four) only with a permit issued by the Security Department.

- 3.3.6.6.** Pods, moving trailers or similar portable storage units are not permitted on MUTUAL ONE PROPERTY without Security Department authorization.

- 3.3.6.7.** Vehicles in violation are subject to immediate tow away at owner's expense. (See Policy 7582 – Towing Vehicles).

3.4. PARKING ZONES

- 3.4.1.** Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. (See Policy 7582 – Towing Vehicles).

- 3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 (fifteen) feet of a fire hydrant even if the curb is unpainted.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

- 3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.
- 3.4.1.3.** Bus Stops: No person shall park or leave standing any vehicle within 30 (thirty) feet on bus stop side of the street to provide for loading and unloading of buses.
- 3.4.1.4.** Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 (fifteen) feet of the mail box.
- 3.4.2.** Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.
- 3.4.3.** Green Zone: Parking may not exceed time limit posted by sign or curb marking.
- EXCEPTION:
- Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.
- 3.4.4.** White Zone: Passenger loading and unloading only. Time limit: 30 (thirty) minutes.
- 3.4.5.** Yellow Zone: Commercial vehicle loading and unloading only: 30 (thirty) minutes.
- 3.4.6.** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise restricted.
- 3.5. RESIDENT'S PARKING**
- A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 72 (seventy-two) hours in one location without first notifying the Security Department.
- 3.6. NON-RESIDENT PARKING**
- NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.
- 3.6.1.** Any violation of this section may result in vehicle being towed at the owner's expense. (See Policy 7582 – Towing Vehicles).

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****3.7. CAREGIVER PARKING**

A CAREGIVER may park on TRUST PROPERTY only when a CAREGIVER parking pass is displayed on the dashboard of the vehicle.

For Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

3.8. CONTRACTOR AND SERVICE VEHICLE PARKING

3.8.1. Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk.

3.8.2. Contractor and service vehicles, including personal vehicles driven by workers shall not be parked on MUTUAL ONE PROPERTY (TRUST STREETS included) overnight without a permit.

3.9. OVERNIGHT PARKING PERMITS

3.9.1. RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal or Overnight Parking Permit.

3.9.2. COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its RESIDENTS overnight parking is not permitted without an Overnight Parking Permit issued by the Security Department.

EXCEPTION:

COMMERCIAL VEHICLES parked in assigned rental spaces in Allen's Alley by Clubhouse 2 (Two).

3.9.3. The Overnight Parking Permit must be displayed face-up on the driver side dashboard of the MOTOR VEHICLE, or prominently affixed to the front of trailers or equipment.

3.9.4. The following vehicles and equipment are prohibited from parking on TRUST STREETS at any time between the hours of 12:00 a.m. and 7:00 a.m. unless otherwise addressed in this policy.

3.9.4.1. Vehicle not displaying a valid GRF decal or Overnight Parking Permit.

3.9.4.2. Recreational Vehicle – except as provided below in Section 3.10 – “Recreational Vehicles Restrictions.”

3.9.4.3. COMMERCIAL VEHICLE, construction/ maintenance equipment, storage and disposal units, building materials.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**3.10. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) RESTRICTIONS**

An RV or VUFR may be parked on MUTUAL ONE PROPERTY only when meeting all of the following conditions:

- 3.10.1.** RV parked at any MUTUAL ONE PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.
- 3.10.2.** RV or VUFR is parked up to 48 (forty-eight) hours for the purpose of loading or unloading.
- 3.10.3.** Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
- 3.10.4.** RV or VUFR must be parked with engine and accessory equipment (e.g. exterior lights, air conditioner, audio and video equipment) shut off.
The generator may **ONLY** be used between the hours of 8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.
- 3.10.5.** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
- 3.10.6.** RV or VUFR may not be attached to any external power supply.
- 3.10.7.** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- 3.10.8.** No animals or children are to be left unattended on or within any RV or VUFR at any time.

3.11. "FOR SALE" SIGNS

"For Sale" signage shall not be displayed on any vehicle on MUTUAL ONE PROPERTY.

3.12. REPAIRS

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed on any MUTUAL ONE PROPERTY.

3.13. WASHING

All washing of vehicles must be done at the car and RV washing areas behind Clubhouse 2 (Two). Vehicles must have a GRF decal.

EXCEPTION: NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on MUTUAL ONE PROPERTY.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****4. TRUST PROPERTY PARKING AREAS****4.1. CLUBHOUSE ONE**

- 4.1.1. Parking next to the Wood Shop is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.1.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the west side of the clubhouse (Burning Tree).
- 4.1.3. Parking is permitted up to 72 (seventy-two) hours in the lot across from the clubhouse next to the golf course.

4.2. CLUBHOUSE TWO

- 4.2.1. Parking next to the Wood Shop and car wash is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.2.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the east side of the clubhouse (El Dorado).
- 4.2.3. Parking is permitted up to 72 (seventy-two) hours in the lot between the clubhouse and the RV lot.

4.3. CLUBHOUSE THREE & FOUR**4.3.1. Permit Parking**

The three (3) approved locations within the Clubhouse 4 (four) parking lot are for temporary RV and VUFR use, subject to the terms and conditions noted in this policy.

Available permit parking is limited. Spaces are allotted on a "first come first served" basis.

EXCEPTION:

The Radio Club Yellow Emergency Van

Innovative Cleaning Service Vehicles

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**4.3.2. Identification**

All RVs and VUFRs must be registered with the Security Department and display the Parking Permit in order to park in the noted locations. If the RV or VUFR does not have a windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

4.3.3. RVs and VUFRs

4.3.3.1. Shareholders/Members and Guests may park a RV or VUFR temporarily in the noted locations for the purpose of loading and unloading, and preparing the vehicle for travel or storage subject to these Rules and Regulations of the GRF.

4.3.3.2. Notification – Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV or VUFR. This notification is required in order to park temporarily for a term as follows:

4.3.3.3. Maximum Consecutive Nights

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

Shareholders/Members may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 21 (twenty-one) days at no charge. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

Guests may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 14 (fourteen) days at no charge. An additional 7 (seven) days are available with a fee. See section below. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

- 4.3.3.4.** In the event of an unexpected medical and or mechanical emergency the Security Chief, Deputy Security Chief or the Executive Director may grant a limited extension not to exceed 72 (seventy-two) hours.

EXCEPTION:

Watch Commander or Deputy Chief may grant extension until return of the Security Chief or Executive Director.

- 4.3.3.5.** The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).

- 4.3.3.6.** Failure to comply may result in towing of the vehicle at the owner's expense.

4.3.4. Use of an RV or VUFR

- 4.3.4.1.** ShareholderS/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

- 4.3.4.2.** No animal or child shall be left alone in a vehicle at any time.

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- 4.3.5. Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in community.
- 4.3.6. Parking Fees for RV or VUFR
 - 4.3.6.1. Shareholder/Member: Twenty-one (21) days – No Charge.
 - 4.3.6.2. Guest of Shareholders/Member:
There is no charge for the first fourteen (14) days.
The following seven (7) days will be charged at rate of \$20.00 per day.
 - 4.3.6.3. Payment will be collected by the Security Department at the time the Parking Permit is issued. Checks only. All other types of payments will be made at the Finance Department.
 - 4.3.6.4. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

4.4. BUILDING FIVE, CLUBHOUSE SIX, HEALTHCARE CENTER, ADMINISTRATION AND ALLEY

No overnight parking is permitted.

EXCEPTIONS:

Security Vehicles;
 CARE ambulances;
 Pharmacy delivery vehicles; and
 Two (2) Healthcare Vehicles;
 24 Hour Nurse;
 HCC Golf Cart;
 GRF Vehicles; and
 Innovative cleaning service vehicles.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****4.5. AMPHITHEATER**

- 4.5.1. No Shareholder/member may park in any space marked for "Staff" or HCC between the hours of 7am to 6pm, Monday to Friday.
- 4.5.2. The parking space designated for the HCC 24-Hour Nurse may never be used by anyone else except that employee and the HCC Golf Cart.

5. BICYCLES/TRICYCLES

BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. Bicycles must be parked utilizing parking racks where provided. Mutual One is not liable for damaged, lost or stolen property.

Attended BICYCLES or TRICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.

Parking on a sidewalk is prohibited.

6. TOWING

The Security Department will take steps to identify the owner and make contact. Failure to contact the vehicle owner shall not affect the ability of Mutual One to tow any vehicle in violation of these rules or posted signage.

6.1. Immediate Towing Situation

A vehicle parked in either Red Zone "Fire Lane" or "Fire Hydrant."

6.2. Red Ticket Towing Notice

The vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice.

7. DUE PROCESS

Due Process is a set of procedures of increasing stages of formality and associated additional costs to both parties.

7.1. Internal Dispute Resolution (IDR) Process

7.1.1. Person charged with the violation (Violator) can pay the fine. The citation has the fines for parking violations on the reverse side of the form.

7.1.2. The Violator has the right to contest the "rules violation" in writing to the Parking Rules and Violations Panel (PRV) within ten (10)

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

business days of the date of the violation,

- 7.1.3. A hearing will be scheduled by the PRV of Mutual One.
- 7.1.4. Violator may submit a response in writing within ten (10) business days of the violation to the PRV, if they are unable to attend the hearing.
- 7.1.5. The PRV must be notified ten (10) business days prior to the hearing if interpreter's services are needed and the language required.
- 7.1.6. Shareholders/Members will be notified in writing of the results of the hearing within 15 business days.

7.2. Notice of Hearing

The written RULES VIOLATION NOTICE (Citation) serves as written notice of the violation and hearing (Civ. Code §5855). The following items will be set forth in the written Violation of Rules:

- 7.2.1. Description of violation, including time of violation and location and possible penalties (including possible monetary penalties); and
- 7.2.2. Hearing date, time, and location of Hearing.

7.3. Notice Handout

This document supplements the Citation and must contain the following:

- 7.3.1. The date, time, and place of the hearing;
- 7.3.2. The nature of the alleged violation (including the date/time and location) for which a member may be disciplined;
- 7.3.3. A statement that the member has a right to attend the hearing and present evidence. (Civ. Code §5855(b).);
- 7.3.4. Notification that a "Failure to Respond" will acknowledge acceptance of the violation and the corresponding fine may be imposed; and
- 7.3.5. A section to indicate the need for an interpreter and the language requested. The PRV must be notified at least ten (10) business days prior to the hearing if the Shareholder/member will bring an interpreter.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****7.4. Extensions**

The Shareholders/Member may request one extension of the panel hearing under these following circumstances:

- 7.4.1. An extension of Hearing date at least 48 (forty-eight) hours prior to the scheduled PRV hearing with no explanation;
- 7.4.2. An extension for medical, health or family issues;
- 7.4.3. The written notification to the PRV panel that the Violator is bringing a lawyer. This will require a minimum 30-day extension to insure PRV attorney will be present, or
- 7.4.4. A second extension may be granted by the PRV.

7.5. PRV Hearing

- 7.5.1. Defense - The Shareholders/Member has the right to examine and refute evidence. The photos may be viewed in the Security Office by appointment. The Security Department will have a representative present to explain all relevant information and evidence. This may include questions during the hearing. Members also have the right to submit their defense in writing rather than make an appearance before the PRV. (Corp. Code §7341(c)(3).)
- 7.5.2. Lawyers - The Shareholders/Member has a "right" to bring a lawyer to represent them in an IDR hearing. The Shareholder/Member must provide a 30-day written notification to the Panel. The Shareholder/Member may bring an Observer or interpreter.
- 7.5.3. The Panel Session is a closed meeting. Hearings will be held in executive session. The Shareholder/Member may request an open hearing.
- 7.5.4. If the Shareholders/Member does not appear at the scheduled meeting without prior notification to the Panel, this will be accepted as agreement by the Shareholders/Member of the validity of the violation and the appropriate fine may be assessed.

7.6. Post-Hearing Due Process

- 7.6.1. Findings - The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation.
- 7.6.2. The fine is reasonable and rationally related to the operations of the association. The session will include violation number and results of hearing.

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7.6.3. Notice of Decision. Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision shall include the panel's findings.

7.7. The PRV Panel

7.7.1. GRF must have a published enforcement policy in place as required by law.

7.7.2. Panel will meet on the 4th Monday of each month at 9:00 a.m. in Administration Conference Room A.

7.7.3. A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the 4th Wednesday at 1:00 p.m. in Conference Room B.

EXCEPTION:

7.7.3.1. Contractors will be adjudicated by the Facilities Director.

7.7.3.2. Health Care Center (HCC) employees will be adjudicated by HCC management.

7.7.3.3. GRF employees will be adjudicated by GRF Human Resources Department.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****FEEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY**

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any PROPERTY regulated by Mutual One. This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements all Shareholders/Members are solely responsible for the actions of their guests and employees; therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance or security vehicles assisting first responders or providing emergency services to a Shareholders/Member unit.

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

- 1.1 Any animal or child left unattended in a vehicle will be reported immediately to Animal Control or Seal Beach Police.
- 1.2 First Offense

The first offense may result in either a Fix-It citation, a Warning, a Fine or the vehicle being towed. See table below.

A Fix-It citation allows 30 days for resolving the problem.

The fine may be waived by the PRV Panel.
- 1.3 Additional citations may be issued after each 24-hour period.
- 1.4 After the fourth RV or VUFR violation all RV or VUFR parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

Violation	1st	2nd and Subsequent
1. Assigned Parking Space or restricted parking Space.	25.00	25.00
2. Blocking Crosswalk	25.00	25.00
3. Expired or Invalid State Vehicle Registration*	50.00	50.00
4. Flat Tires	Fix-It	25.00
5. "For Sale" sign on Vehicle	20.00	20.00
6. Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7. Hazardous Materials Leaking	50.00	50.00
8. Limited Time Parking	20.00	20.00
9. Maintenance or Repair	25.00	25.00
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	20.00	20.00
11. Parked on Sidewalk or Grass	25.00	25.00
12. RED ZONE: Bus Stop	25.00	25.00
13. RED ZONE: Fire Hydrant	100.00	200.00
14. RED ZONE: Mail Box	25.00	25.00
15. RV or VUFR - Generator Running 8pm – 8am		50.00
16. RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
17. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	40.00	40.00
18. Washing any vehicle on Trust Property (except Car Wash areas)	20.00	20.00
19. Washing a Non-resident Vehicle at Car Wash	20.00	20.00

* Fine will be waived on first offense if placard and/or paperwork that was current at time of Citation is presented. The Security Services Director has the right to waive the first offence fine if needed paperwork is presented to them.

Mutual**Adoption**

One:

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Audit Expense – All Mutuals Except Two, Four, Five, Eight, Nine, Twelve, Fourteen, Fifteen, Sixteen and Seventeen**

WHEREAS, in the past the audit expense has been charged to the year when the expense was billed and not for the year for which the audit was made

THEREFORE, BE IT RESOLVED that the audit expense be hereafter charged to the expenses for the year for which the audit was made. The audit expense for 1969 shall be charged to 1969 expenses.

MUTUAL ADOPTION:**RESCIND**

ONE	04-30-70	
TWO	04-16-70	07-20-17
THREE	04-20-70	
FOUR	04-06-70	06-04-17
FIVE	04-03-70	10-19-16
SIX	04-24-70	
SEVEN	05-15-70	
EIGHT	04-09-70	08-28-17
NINE	05-20-70	08-14-17
TEN	03-30-70	
ELEVEN	04-02-70	
TWELVE	03-30-70	07-13-17
FOURTEEN	03-26-70	06-20-17
FIFTEEN:	04-02-70	07-21-14
SIXTEEN	04-09-70	02-07-17
SEVENTEEN	N/A	

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Capital Accounts – Except Mutual Two, Five, Eight, Nine, Twelve, Fourteen and Sixteen**

Legal opinion from Attorney W. A. Williams in letter dated 28 Oct 70 to the Controller:

"One of the unfortunate aspects of each Mutual at Leisure World is the fact that it was set up as a general corporation in its inception. This, of course, requires it to be controlled by the general corporation laws for the State of California.

With respect first to dividends, it would be unlawful for the declaration of any kind of dividend out of these funds as, in my opinion, they constitute a paid-in surplus. Paid-in surpluses cannot be used for the payment of dividends except to shares entitled to preferential dividends. None of the shares in the Mutual Corporations qualify as shares entitled to preferential dividends. I would disagree with the position that the funds are available for patronage dividends. The only funds that I would view as available for patronage dividends are those funds paid in by the members as payments in excess of the budget and remaining at the end of the year. A liability can attach to the director and the shareholder receiving those payments if they are not authorized by law. California Corporation Code holds a liability of shareholders for receipt of an unauthorized dividend in Corporation Code 1510. Illegal declaration of dividends can constitute a misdemeanor in the State as set forth in the Penal Code for the State of California.

The only source of dividends that can be made is from earned surplus or out of net profits earned during the preceding accounting period which is not to be less than six months or more than one year. In this latter instance, such dividends can be declared despite the fact that the next assets of the corporation may be less than the stated capital unless there are liquidation preferences on some share, a problem which we do not have.

The fact that these funds, however, cannot be used for dividends does not prevent their use for proper corporate purposes, particularly the establishment of reserve accounts, and I see no reason why the funds cannot be used for reserve account needs or as you have indicated, by transfer within the capital accounts. However, these funds must be clearly designated in that the original stated capital must be set forth and the paid-in surplus must be also clearly identified. It cannot be shown as an earned surplus at any time. Actually, an earned surplus could occur if the payments of the resident exceed the budget requirement set forth at the beginning of the year.

The Board of Directors will have the power to take the necessary steps for transfer of capital funds so long as those steps are within the framework of the restrictions I have indicated."

Mutual
Two

Amend

Rescind
07-20-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE**

ACCOUNTING AND FISCAL

Capital Accounts – Except Mutual Two, Five, Eight, Nine, Twelve, Fourteen and Sixteen

Five:		06-21-17
Eight:		08-28-17
Nine		08-14-17
Twelve		07-13-17
<u>Mutual</u>	<u>Amend</u>	<u>Rescind</u>
Fourteen		06-20-17
Sixteen		07-07-17

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Patronage Refunds –Except Mutual Two, Five, Eight, Nine, Twelve, Fourteen, Sixteen****I. Legal Basis**

The Articles of Incorporation provide, under Article II for Mutuals 1 through 5, and Article III for Mutuals 6 through 16, that the Board of Directions may make refunds to stockholders as provided by the Bylaws and Occupancy Agreement. The Occupancy Agreement, under Article 3, provides that the corporation agrees that it will refund or credit to the member at the end of each fiscal year his proportionate share of such sums as have been collected in anticipation of expenses which are in excess of the amount needed for expense of all kinds, including reserves, in the discretion of the Board of Directors. The procedure recommended by FHA for such refund is stated in Section 2.

II. Refund Procedure

1. Mutual Boards should consider patronage refunds only at the close of a fiscal year.
2. A standard form of the resolution to be adopted by the Board is available for use.
3. The payment of any refund should be subject to two contingencies:
 - a. Completion of the audit, showing that the funds are available for payment.
 - b. The resolution, together with the statement of the auditors that the funds are available, should be submitted to FHA for approval prior to the payment of the refund.

III. Suggestions

Questions concerning the form to be used and the processing for FHA approval should be directed to the Executive Director.

Revised: 20 July 77

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE:	11-18-16
EIGHT	08-28-17
NINE:	08-14-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE**

ACCOUNTING AND FISCAL

Patronage Refunds –Except Mutual Two, Five, Eight, Nine, Twelve, Fourteen, SixteenMUTUALRESCIND

TWELVE: 07-13-17

FOURTEEN: 06-20-17

SIXTEEN: 02-07-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Impounds – Except Mutuals Two, Five, Nine, Twelve, Fourteen**

Budget for impounds is based on advice from mortgagee, and equal monthly payments made to the mortgagee are based on the budget. The mortgagee makes disbursements to payee and advises Mutuals the amounts disbursed. Types of impounds are as follows:

a. Hazard Insurance

Fire and lightning, windstorm, hail, explosions, smoke, riot, aircraft and motor vehicles, vandalism and malicious mischief.

b. Tax Reserve

Assessments by county assessor's office based on parcel or loan area within Mutual.

c. Mortgage Insurance

Based on one-half of 1% unpaid principal balance at the beginning of each year.

MUTUAL**RESCIND**

TWO:	07-20-17
FIVE:	11-18-16
NINE:	08-14-17
TWELVE:	07-13-17
FOURTEEN:	06-20-17

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Billings to Mutuals – All Mutuals Except Mutuals Two, Five, Eight, Nine, Fourteen, Sixteen**

1. Billings to the Mutuals are generated by the Golden Rain Foundation. Any profit or loss is allocated back to the Mutuals at the year's end. There are basically three types of billings:

- A. SROs or service repair orders issued by the Service Maintenance Department for the Mutuals' maintenance needs and all community facility-related service costs.

Maintenance persons bill their work time to a corresponding area. Rates per hour charged by these departments are computed on a basis intended to recover wages, employer's taxes, depreciation of equipment, supplies, and other expenses. These rates are subject to periodic studies. Changes in rates result when increased costs exceed budgeted income.

- B. Administration, recreation, and maintenance of common areas and facilities not charged in item 1, warehouse facilities, property management, transportation, security, and shop repair, are billed to the Mutuals on a pro-rata basis according to the number of apartments. Each month, the Mutual receives a billing covering one-twelfth (1/12) of its budgeted expense.

- C. Billings for expenses paid by Golden Rain Foundation on behalf of the Mutuals and shared expenses:

a. If it is a bill from an outside vendor specifying more than one Mutual, the Golden Rain Foundation pays it and bills the Mutuals.

b. Shared expense, such as water charges and street lighting.

2. Mutuals are billed directly by outside vendors for their individual expenses.

Amended: Jul 87, Aug 00

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE	06-21-17
EIGHT	08-28-17
NINE:	08-14-17
FOURTEEN:	06-20-17
SIXTEEN:	07-07-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Income Items and Their Distribution – All Mutuals Except Two, Five, Nine, Fourteen, Sixteen**

Income is derived from the monthly apartment payments, plus other miscellaneous income received from laundry facilities, interest on reserves, inspection fees on apartment resales, late charges, and carport rentals.

A substantial part of the income is used for retirement of principal and interest on the mortgage. The remainder is divided between impounds, reserves, Golden Rain Foundation operations and individual Mutual maintenance and operation expenses.

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FOURTEEN:	06-20-17
SIXTEEN:	07-07-17

See Policy 7333.5 for Mutual Five (Feb 16)

See Policy 7333.9 for Mutual Nine (Oct 06)

Revised: Sep 88

Revised: Aug 00

Revised: Feb 09

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Investment Records – Except Mutuals Two, Five, Eight, Nine, Fourteen, Sixteen**

Records of investments, time certificates of deposit and bank pass books and/or reconciliations are available for inspection at any time by the Mutual Directors. Mutual Directors desiring general information should call the Mutual Accountant for an appointment. No appointment is necessary, of course, if an unannounced audit is made.

Reissued Jul 87

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE:	11-18-16
EIGHT:	08-28-17
NINE:	08-14-17
FOURTEEN:	06-20-17
SIXTEEN:	07-07-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Financial Reports – All Mutuals Except Two, Five, Eight, Nine, Fourteen, Sixteen**1. Monthly Reports

The Accounting Department, under the direction of the Golden Rain Foundation Controller, prepares and distributes monthly financial reports to each Mutual Director. These reports consist of a balance sheet, an operating statement, which compares income and expenses to budget, detailed balances of the various reserve accounts, reconciliations of bank accounts, and the statements of cash receipts and disbursements of both the agency and the general accounts.

2. Annual Financial Statement

The Controller's Department prepares and distributes a preliminary year-end statement. Any necessary adjustments to this statement are made on completion of the audit. A copy of the annual statement is sent to each Mutual Director.

3. Inquiries About Financial Statements

The Controller is very willing to answer all questions pertaining to either the monthly financial statements or the published annual financial statements. However, it should be realized that the Controller's schedule is heavy, and that the established regulatory procedure is to request an appointment through the Chief Financial Officer or Treasurer of each individual Mutual corporation.

Reissued Jul 87

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE	06-21-17
EIGHT	08-28-17
NINE:	08-14-17
FOURTEEN:	06-20-17
SIXTEEN:	07-07-17

(Aug 17)

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Accounts Receivable – All Mutuals Except Two, Five, Eight, Nine, Fourteen and Sixteen**

This position is responsible for maintaining tenant Accounts Receivable records, including Golden Rain Foundation annual dues, on a current basis. All inquiries regarding tenant delinquencies should be referred to this office.

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE:	11-18-16
EIGHT	08-28-17
NINE:	08-14-17
FOURTEEN:	06-20-17
SIXTEEN:	02-07-17

MUTUAL OPERATIONS**RESCIND MUTUAL ONE****ACCOUNTING AND FISCAL****Cashier Service – All Mutuals Except Two, Five, Nine, Fourteen, Sixteen**

The position of Cashier has been established to facilitate all cash payments made by those members not maintaining a commercial (checking) account who wish to transact all their business on a cash basis.

<u>MUTUAL</u>	<u>RESCIND</u>
TWO:	07-20-17
FIVE:	06-21-17
NINE:	08-14-17
FOURTEEN:	06-20-17
SIXTEEN:	02-07-17

MUTUAL OPERATIONS**RESIDENT REGULATIONS****GOVERNING DOCUMENT COMPLIANCE**
CORRECTIVE MEASURES AND FINES – MUTUAL ONE ONLY**Basic Compliance Policy:**

The objective of this Compliance Policy shall be to promote and seek voluntary compliance of shareholders for themselves, those qualified to reside with them and the shareholders' visitors including, but not limited to guests, employees and delivery personnel with the Seal Beach Mutual No. One Occupancy Agreement, Bylaws, 7000 Series Policies, and Rules and Regulations, all as amended and supplemented (collectively, "Governing Documents").

Reporting Violations:

Any resident shareholder, including any shareholder serving on the Board, may report violations. Contact Security, Community Administration, or the Board of Directors.

Such reports shall constitute a complaint and will be documented in writing to include the time, date, nature of violation, circumstances, and location and address of person or persons responsible. The complaint will be provided to the Mutual for review and, if necessary, enforcement action.

Enforcement Procedures:

The Mutual may, in the Board's discretion, enforce any violation of the "Governing Documents" by pursuing, without limitation any one, or combination of, the remedies described below in paragraphs, One, Two, or Three (1, 2, or 3). Notices described in One and Two below shall include a statement inviting the shareholder to a hearing or their right to request a hearing.

1. Send an initial notice of violation letter to the resident shareholder stating the nature of the alleged violation. In the event that the shareholder does not take corrective action and continues to be non-compliant, the notice will include a reasonable date within which to voluntarily comply.
2. Send a notice of violation and intent to impose a fine. Fines will be imposed in accordance with the Mutual's Violation Fine Schedule.
3. An action in law or in equity to recover the sums due for damages injunctive relief or any other appropriate legal or equitable relief that may be available to the Mutual.

(draft created on 8-11-17)

MUTUAL OPERATIONS

RESIDENT REGULATIONS

GOVERNING DOCUMENT COMPLIANCE
CORRECTIVE MEASURES AND FINES – MUTUAL ONE ONLY

FINE SCHEDULE:

The Fine Schedule may be imposed after or concurrent with notice and opportunity for hearing, and the Board of Directors, or committee appointed by the Board, in its discretion, has determined that a resident shareholder is non-compliant with or has violated the "Governing Documents".

FINE SCHEDULE

Notice of Violation: Warning or Fine of \$25.00

Continuing non-compliance will result in further fines of \$25.00 for each day the violation continues.

Invoices for fines are due and payable immediately.

DRAFT

MUTUAL ADOPTION

AMENDMENT(S)

ONE:

(draft created on 8-11-17)

MUTUAL OPERATIONS**RESIDENT REGULATIONS****GOVERNING DOCUMENT COMPLIANCE****CORRECTIVE MEASURES AND FINES – MUTUAL ONE ONLY****FINE SCHEDULE**

	1st Offense	2nd and each subsequent and/or continuation of offense
Residency/Occupancy Violations:(e.g. unauthorized occupants, guests residing longer than permitted)	Notice to Comply in 48 hours	\$25.00
Violation of Mutual Occupancy Agreement & all other Policies	Written warning	\$25.00
Carport Driveway	\$25.00	\$25.00
Walls by Trash Area	\$25.00	\$25.00
Laundry Room Area	\$25.00	\$25.00

(draft created on 8-11-17)

MUTUAL OPERATIONS**DRAFT****RESIDENT REGULATIONS****Eligibility Requirements – Mutual One Only**

All persons seeking approval of the Board of Directors of Seal Beach Mutual No. One to purchase a share of stock in the Mutual, and to reside in the Mutual, shall meet the following eligibility criteria:

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

- 1. Age

Minimum of 55 years, as confirmed by a birth certificate or passport. A driver's license is not acceptable as proof of age.

- 2. Financial Ability

- a. Verified monthly income that is at least four (4) times or greater the monthly carrying charge (Regular Assessment plus Property Tax and Fees) at the time of application, and have liquid assets of at least \$25,000. Verified monthly income/assets will be in the form of the past two years of:

- 1. Tax returns;
- 2. 1099s for interest and dividends;
- 3. 1099-Rs for retirement income from qualified plans and annuities;
- 4. SSA-1099 Social Security Benefit Statement;
- 5. Brokerage statements and current interim statement.
- 6. Six to twelve months of checking/savings account statements.

- b. Adjusted Gross Income per 1040, 1040A, or 1040EZ; plus that portion of Social Security, IRA distributions, and pensions and annuities not included in adjusted gross income; plus tax exempt interest; minus income tax, Social Security, Medicare, and self-employment taxes paid; and minus Medicare medical insurance and prescription drug premiums; all divided by twelve (12) will equal net monthly income to be used in Paragraph 2.a. above.

(draft created on 9-20-17 ka)

MUTUAL OPERATIONS**DRAFT****RESIDENT REGULATIONS****Eligibility Requirements – Mutual One Only**

- c. Projected assessments will be the previous year's assessment (total of carrying charge less any cable charge, less Orange County Property Taxes and Fees), and the addition of the new property tax at 1.2% of the sales price plus Orange County District fees divided by twelve (12) for the new projected monthly assessment. This new figure (Regular Assessment plus Orange County Property Taxes and District Fees) times four (4) will be the monthly income required. This will be verified by the escrow company and the Stock Transfer Office. Stock Transfer shall have the final say in establishing verifiable income/assets.¹

Verification shall be done by the Escrow Company and the Stock Transfer Office prior to the new buyer interview and prior to the close of escrow (the above verification will not be done by the individual Mutual Directors; Directors will not be required to study or understand the financial requirements).

- d. Only the resident shareholder's income shall be considered for qualifying.
- e. If moving within Leisure World, or if there are any additions/changes to the title, the proposed shareholder(s) must meet these eligibility requirements unless they have been in good standing for five years.
- f. **A credit check will be performed by the escrow company, with the results included in the financial package.**
3. Health

Have reasonably good health for a person of his/her age, as evidenced by a letter from his/her medical doctor, so that shareholder can take care of normal living needs without calling on other members for an undue amount of assistance. Leisure World is not an assisted living or skilled nursing home facility.

¹ If major remodeling, expansion, or addition of a bathroom is being considered, the increase in taxes over the 1.2% of the purchase price must be taken into consideration.

MUTUAL OPERATIONS

DRAFT

RESIDENT REGULATIONS

Eligibility Requirements – Mutual One Only

C. Assume, in writing, the obligations of the “Occupancy Agreement” in use by the Mutual Corporation.

Officers or Committees of the Board of Directors designated to approve new applicants are responsible that the eligibility criteria of this corporation is equitably applied to all applicants. Approval or disapproval of buyer(s) must be received by the Stock Transfer Office at least ten (10) working days prior to the close of escrow.

DRAFT

MUTUAL ADOPTION

ONE: 04-23-70

AMENDMENTS

09-23-93, 04-24-08, 09-25-08

(draft created on 9-20-17 ka)

Board Resolution

In accordance with GRF Policy 5536.1-33, up to four (4) additional guest passes may be issued to a Shareholder/Member per Policy terms and conditions. The GRF Executive Director and Mutual Administration Director, as agents for the Mutual Board, does hereby see approval to issue up to four (4) Guest Passes or a lesser number of Guest Passes, as duly approved by the Mutual Board.

I move to authorize the GRF Executive Director Mutual Administration Director to issue _____ **ADDITIONAL** Guest Passes, in accordance with GRF Policy 5536.1-33. Each Guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of Guest Passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2017-2018.

Date Board Approved: _____, 2017

Signed: _____, Print Name: _____
Board President or Secretary



**Seismic Survey 2017
Leisure World
Project Description**

General Overview

Geologic mapping is a highly-interpretive, scientific process which produces a range of map products for many different uses. A key component in the construction of geologic maps is the acquisition of seismic data. Data created by this project will allow for scientific studies on the behavior of geological strata in the area. This data plays an important role in creating a clear picture of the subsurface. The density of sensors (nodes) will also allow us to look at the microseismicity on how deformation is taking place on a small-scale and how it changes with time.

This particular project, 'Seismic Survey 2017' is being performed over a larger area than any previous subsurface geological surveys in the LA Basin. The Survey Area will encompass a large portion of Long Beach, Seal Beach, Rossmoor, Los Alamitos and the Seal Beach Naval Weapons Station.

Breakthroughs in technology have revolutionized the analysis of the data to make this map the clearest picture ever made in this very important area of the LA Basin.

How is the Survey Performed?

Imaging of subsurface strata is accomplished by using state of the art technology to input acoustical energy into the ground by using specialized trucks and very sensitive passive wireless GPS listening devices called nodes. Nodes record the reflections of sound bouncing off layers of rock strata. The recorded data is downloaded and processed by highly-dimensional image of the earth's layers.

Small holes about 8 inches in diameter by 11 inches in depth are dug, in which the nodes are buried to record data; in fact, they cannot be seen at all during operations. The nodes are completely passive and emit no energy. They strictly record and store data. Upon project completion, the nodes are removed, and any disturbed areas will be restored to their previous condition or better. Survey trucks are used during this project to create a minor surface vibration which will emit acoustical energy into the ground. The energy levels are very similar to recycling trucks. Technicians monitor surface ground vibration levels with digital recording meters at every location. Survey trucks will be at any one location between 3 and 5 minutes.

Leisure World Request

LA Seismic is requesting permission from the Leisure World Master Association and the 16 Mutuals to place the nodes in Leisure World common areas. More detailed information will be presented by LA Seismic at the September 7, 2017 meeting

LA Seismic Survey

RESOLVED, That Mutual _____ will permit LA Seismic to place the nodes in Mutual _____ common areas.