# A G E N D A REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL ONE

August 23, 2018

Open Forum 9:00 a.m. – Meeting begins at 9:15 a.m. Administration Building Conference Room A

- CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Ms. Perrotti, GRF Representative

Mr. Stone, GRF Representative

Ms. Hopkins, Mutual Administration Director

Mr. Wyngaarden, Building Inspector

Mrs. Aquino, Recording Secretary

- 4. APPROVAL OF MINUTES:
  Regular Meeting Minutes of July 26, 2018
- 5. BUILDING INSPECTOR'S REPORT Mr. Wyngaarden Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (handout)
  - a. Meter Door Replacement Update
  - b. Completion of Railing at Unit 22-F
  - c. Discuss and vote to cancel contract with Empire Pipe Cleaning (p. 3)
  - d. Discuss and vote regarding future sewer cleaning with A-1 Total Plumbing (p. 4)
- GRF REPRESENTATIVE'S

Ms. Perrotti & Mr. Stone

- 7. <u>UNFINISHED BUSINESS</u> NONE
- 8. **NEW BUSINESS** 
  - a. Discuss and vote to amend Policy 7502.01.1 Adoption of GRF Policy 1927-37 Parking Rules (p. 5-24)
  - b. Discuss and vote to reschedule the Regular Monthly meeting for November (p. 25)
  - c. Discuss and vote to approve/deny purchase of brooms for Laundry Rooms
    (p. 26)
  - d. Discuss and vote to approve/deny distribution of letters to members regarding Policy 7583.01 <u>Limitation of Vehicles (p. 27-28)</u>
  - e. Discuss notification to Caregivers and Members regarding "No Wipes in Pipes"
  - f. Discuss tree removal and gutter cleaning
  - g. Discuss Special Luncheon for F. Holzer
  - h. Discuss California Shakeout

Ms. Almeida

# NEW BUSINESS (continued)

- i. Discuss and vote to approve/deny Mr. C's towing agreement for 2018-2019
- j. Discuss and vote to adopt Policy 7541 <u>Co-Occupants, Qualified Permanent</u>

  <u>Residents and Health Care Providers</u> (p. 30-45)
- k. Discuss and vote to adopt Policy 7490.pb.01 Payment and Performance Bond
- (p. 46-47)

  I. Discuss and vote to approve/deny amount of additional guest passes for 2019
- m. Discuss Email/Phone Service provided by GRF

# STAFF BREAK BY 11:00 a.m.

9. SECRETARY / CORRESPONDENCE

Ms. St .Aubin

(p. 48)

10. CHIEF FINANCIAL OFFICERS REPORT

Mr. Schweitzer

11. MUTUAL ADMINISTRATION DIRECTOR

Ms. Hopkins

12. ANNOUNCEMENTS

#### **NEXT MEETING:**

September 27, 2018 Open Forum begins at 9:00 a.m. and Meeting begins at 9:15 in the Administration Building Conference Room A

- 13. COMMITTEE REPORTS
- 14. DIRECTORS' COMMENTS
- 15. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)
- 16. ADJOURNMENT
- 17. EXECUTIVE SESSION

# STAFF WILL LEAVE THE MEETING BY 12:00 p.m.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO CANCEL CONTRACT WITH EMPIRE PIPE

CLEANING (BUILDING INSPECTORS REPORT ITEM A)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

I move to cancel the contract with Empire Pipe Cleaning dated October 26, 2017.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE REGARDING FUTURE SEWER CLEANING WITH A-1

TOTAL PLUMBING (BUILDING INSPECTORS REPORT ITEM B)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

I move that once the sewer relining has been completed in each of Mutual One's Buildings, that all future sewer cleaning/camera service will be under the direction and supervision of Raymond Gray, A-1 Total Plumbing.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO AMEND POLICY 7502.01.1 - ADOPTION OF GRE

POLICY 1927-37 – PARKING RULES (NEW BUSINESS ITEM A)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

On September 28, 2017 the Board of Directors adopted Policy 7502.01.1 – <u>Adoption of GRF Policy 1927-37 – Parking Rules.</u>

At the August 23, 2018 Board Meeting, the Board of Directors will vote to amend Policy 7502.01.1 – Adoption of GRF Policy 1927-37 – Parking Rules (attached).

I move to amend Policy 7502.01.1 – <u>Adoption of GRF Policy 1927-37 – Parking Rules</u> on a preliminary basis until the 30–day posting period is completed.

#### 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. <u>DEFINITIONS</u>

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

(draft created on 8-16-18 ka)

#### **RESIDENT REGULATIONS**

# Adoption of GRF Policy 1927-37 - Parking Rules

- **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

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

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 – Parking Rules

#### 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;
- **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

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 - Parking Rules

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.

# 3. RULES FOR PARKING

#### 3.1. PROHIBITED VEHICLES

3.1.1. No PROHIBITED VEHICLE shall be parked on TRUST

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#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 - Parking Rules

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 <u>Towing Vehicles</u>).
- **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.
- 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 (draft created on 8-16-18 ka)

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#### **RESIDENT REGULATIONS**

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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 <u>Towing Vehicles</u>).
- 3.3.6.8. Vehicles parked on trust street or carport, covered with car covers or other forms of material that obstruct the LW Pass, LW Decal or State License Plate from view, are not to be exempted

#### 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 <u>Towing Vehicles</u>).
  - **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.
  - **3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.

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- **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 – <u>Towing Vehicles</u>).

#### 3.7. CAREGIVER PARKING

A CAREGIVER may park on TRUST PROPERTY only when a CAREGIVER

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 – Parking Rules

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.

# 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

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 – Parking Rules

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.

# 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.

(draft created on 8-16-18 ka)

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# Adoption of GRF Policy 1927-37 - Parking Rules

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

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# 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

#### **RESIDENT REGULATIONS**

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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.

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#### 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)

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# 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.

#### 7.4. Extensions

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 - Parking Rules

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. <u>Defense</u> 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. <u>Lawyers</u> 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.
- **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

#### **RESIDENT REGULATIONS**

# Adoption of GRF Policy 1927-37 - Parking Rules

(Civ. Code  $\S5855(c)$ ; Corp. Code  $\S7341(c)(2)$ .) 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 <u>as required</u> 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 4<sup>th</sup> 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.

#### RESIDENT REGULATIONS

# Adoption of GRF Policy 1927-37 – Parking Rules

# FEES (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**

# **AMEND**

#### **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.	======================================	100.00	200.00
14.		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

<sup>\*</sup> 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 One: Adoption 09-28-17

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO RESCHEDULE THE REGULAR MONTHLY MEETING

FOR NOVEMBER (NEW BUSINESS ITEM B)

DATE:

AUGUST 23, 2018

CC:

**MUTUAL FILE** 

Due to the Regular Monthly meeting scheduled on the Thanksgiving Holiday the Mutual will need to reschedule accordingly.

I move to reschedule the November 22, 2018 Regular Monthly Meeting to November 29, 2018, at 9:00 a.m Conference Room A, due to the Thanksgiving Holiday.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO APPROVE/DENY PURCHASE OF BROOMS FOR

LAUNDRY ROOMS (NEW BUSINESS ITEM C)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

I move to approve/deny the purchase of 37 brooms for the Mutual One Laundry Rooms, at at cost not to exceed \$530.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO APPROVE/DENY DISTRIBUTION OF LETTERS TO

MEMBERS REGARDING POLICY 7583.01 - LIMITATION OF VEHICLES

(NEW BUSINESS ITEM D)

DATE:

AUGUST 23, 2018

CC:

**MUTUAL FILE** 

On September 28, 2017 the Board of Directors adopted Policy 7583.01 - Limitation of Vehicles (attached).

I move to approve/deny that the Mutual One Board of Directors request the Mutual Administration Department to proceed with the mailing of Policy 7583.01 – <u>Limitation of Vehicles</u> to all Mutual One Members.

# **MUTUAL OPERATIONS**

# **RESIDENT REGULATIONS**

# **LIMITATION OF VEHICLES PER UNIT**

Mutual One will only approve one car per person per unit. Security will only issue decals for the number of members per unit.

MUTUAL ADOPTION

ONE:

09-28-17

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO APPROVE/DENY MR. C'S TOWING AGREEMENT

FOR 2018-2019 (NEW BUSINESS ITEM I)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

On Aguust 28, 2017 the Board of Directors passed the following resolution: RESOLVED, To approve Mr. C's Towing Agreement for towing vehicles when there is a violation of Mutual Policy, and two signatures of Board Members are required with at least one of the signatures being that of an officer of the Board, effective 2017-2018, and to authorize the President to sign the contract.

I move to approve/deny the Mr. C's Towing Agreement for the towing of vehicles when there is a violation of Mutual Policy, effective 2018-2019 and authorize the President to sign the Agreement.

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO ADOPT POLICY 7541 - CO-OCCUPANTS,

QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS

(NEW BUSINESS ITEM J)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

I move to adopt Policy 7541 – <u>Co-Occupants, Qualified Permanent Residents and Health</u> <u>Care Providers</u> on a preliminary basis until the 30–day posting period is completed.

# DRAFT

### **RESIDENT REGULATIONS**

# Co-Occupants, Qualified Permanent Residents and Health Care Providers

The community facilities of the Golden Rain Foundation are maintained for the use of members of Leisure World Seal Beach with the following exceptions:

# 1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not members but are approved by the Mutuals to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9001 and 9002)
- b. In order to comply with section 51.3 of the California Civil Code, the following classes of citizens may reside in Leisure World Seal Beach.
  - i.) Is 55 years of age or older
  - ii.) Has completed the Co-Occupant Application
  - iii.) Has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the dwelling unit.
  - iv.) Has paid the required Amenities Fee to the Golden Rain Foundation

# 2. Qualified Permanent Residents

a. Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9003 and 9004)

# 3. Health Care Providers

a. Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

# **COMMUNITY OPERATIONS**

### **USE OF COMMUNITY FACILITIES**

# **Co-Occupants and Qualified Permanent Residents**

The community facilities of the Golden Rain Foundation are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

### Co-Occupants

Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuals to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061.

# 2. Qualified Permanent Residents

Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenity Fee listed in Policy 5061.

#### 3. Health Care Providers

Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

Policy

Adopted: 31 Jan 95 Amended: 22 May 18 GOLDEN RAIN FOUNDATION Seal Beach, California

(May 18)

# **COMMUNITY OPERATIONS**

### **RESIDENT CO-OCCUPANTS**

# **Co-Occupant Agreements**

In order to comply with Section 51.3 of the California Civil Code, the following classes of citizens may reside in Seal Beach Leisure World:

- 1. Co-Occupant a person who meets all of the following qualifications:
  - a. Is 55 years of age or older.
  - b. Has completed the co-occupant application
  - Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
  - d. Has paid the required Amenities fee to the Golden Rain Foundation.

Policy

Adopted: 12 Jun 85 Amended: 15 Apr 86 Amended: 12 Apr 94 Amended: 22 May 18 Amended: 31 Jan 95 GOLDEN RAIN FOUNDATION Seal Beach, California

(1) (1)			
(May 18)	Page 1 of 1	Co-Occupant Initials:	

Mu. / Unit #\_\_\_\_

# Application & Approval Co-Occupant

The following signed documents pertain to an application by a Shareholder-Members to seek approval by the Mutual Board to include a Co-Occupant in the residency of their unit. Note: A Co-Occupant has no ownership rights in the Leisure World unit. Please fill out the following attached documents:

<ul><li>□ Sign Cover Sheet I</li><li>□ Co-Occupant Appli</li><li>□ Co-Occupant Agree</li></ul>	cation Form	Pages 1-2 Pages 3-4 Pages 5-7	
Shareholder-Member Name:			
Shareholder-Member Name:			
Co-Occupant's Name:			
Amenities Fee \$3,054 and Setup			
ID Card Received:			
Important! Please Sign: The Prop Shareholder-Members must be re that the Co-Occupant has no right residing in the Unit full-time.	esiding in the Unit f	full-time with the Co-Occur	nant and
xCo-Occupant Signature		Date:	
x Shareholder-Member Signature		Date:	
x Shareholder-Member Signature		Date:	

# Application & Approval Co-Occupant

APPROVED BY SEAL BEACH MUTUAL NO
By:
Title:
Date:
RECEIVED BY GOLDEN RAIN FOUNDATION
Ву:
Γitle:
Date:

# **TERMS USED IN THIS FORM:**

Shareholder – A person who owns one share of Mutual Corporation stock in Leisure World Seal Beach, Mutuals 1 to 16, and lives in the Mutual as a resident. This term does not apply to Mutual 17. This term was originally defined in the Mutual Bylaws. "ARTICLE X. FISCAL MANAGEMENT. Section 7. Miscellaneous. That in the By-Laws of this corporation, the term "member" and "Shareholder" are used interchangeably and shall have the same meaning and refer to those individuals owning the shares of stock of this corporation."

Member – A person who is a member of the Golden Rain Foundation (GRF). Only resident Shareholders can become members of the GRF. Non-resident coowners (NRCO) are NOT members of the GRF and cannot request co-occupant approval for the unit. This term is defined in the GRF-BYLAWS ARTICLE II. Membership, SECTION III.

Shareholder-Member – a person who is a Shareholder and a Member of the GRF.

# **Co-Occupant Application**

Golden Rain Found Stock Transfer Office	ation <u>Mutual/Unit:</u>				
		al Information In GRF Corporate File			
Last Name	First Name	Middle Initial			
Date of Birth	City and State of Birth	Male  Female  Other			
Married Divorced Single Widow Widower Retired: Yes No Domestic Partner					
	If not retired, Current Occupation	Relationship to Shareholder- Members			
Home Phone ( )	E-Mail Address				
Cell Phone					
( )					
IMPORTANT: NEXT-OF-KIN OF	REMERGENCY CONTACT INFORMAT	ION			
Name	Address	Relationship			
Home Phone	Work Phone	Cell Phone			
( )	( )	( )			
PLEASE ATTACH A COPY O	OF GOVERNMENT ISSUED PHOTO ID	FOR PROOF OF AGE			

Form 9001

3

Co-Occupant Initials\_\_\_\_

### **Co-Occupant Application**

Does the Co-Occupant have an e Members' Unit?	expectation of o	ownership interest in the Shareholder
If yes, please describe you documents which support Certification of Trust, Court	your future ri	interest and attach any legal ight of inheritance such as a er.
We hereby certify and declare under true and correct.	er penalty of pe	rjury, that the foregoing information is
Date thisday of	, 20	_, at Seal Beach Leisure World.
Shareholder-Member Signature	_	date
Shareholder-Member Signature	_	date
Co-Occupant's Signature	_	date
Form 9001	4	Co-Occupant Initials

## **Co-Occupant Agreement**

o o o a parit / tgi o o i i c i t
Mutual & Unit:
This <u>"AGREEMENT"</u> made and entered into thisday of, 20by and between Seal Beach Mutual No (hereinafter referred to as the <u>"CORPORATION"</u> , a Corporation having its principle office and place of business in Orange County, CA, and the Shareholder-Member: and the Co-Occupant:
WHEREAS, the corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World, Sea Beach, Orange County, California, with the intent that its stockholders (Shareholder Members) shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and
<b>WHEREAS</b> , the Shareholder-Members are the owner and holder of one share of common capital stock, Series_of the Corporation and have a bona fide intention to reside in the project, and the Co-Occupant is qualified as a senior citizen pursuant to Civil Code 51.3 (C) (2).
<b>NOW THEREFORE,</b> in consideration of the Mutual, promises contained herein, the Corporation hereby consents to the Co-Occupant residing with the Shareholder-Members in Unit No, Seal Beach Mutual No, located at Leisure World.
ARTICLE 1. <u>CHARGES</u>
The Shareholder-Members hereby covenant and agrees to pay the Golden Rain Foundation an amount equal to the then current Amenities Fee payable in the same amount as is required of all Shareholder-Members at Leisure World.
ARTICLE 2. <u>CARRYING CHARGES</u>
The Co-Occupant acknowledges, covenants and agrees that in order to maintain residence with the Shareholder-Members that it is necessary that all monthly carrying charges as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Shareholder-Members be paid.
ARTICLE 3. <u>OCCUPANCY AGREEMENT</u>
The Co-Occupant acknowledges reading the Occupancy Agreement existent between he Corporation and the Shareholder-Members and agrees to be bound by all of the terms and provisions therein contained as to residency, and the fact that said apartment is to be used for residential purposes only. The Co-Occupant agrees and acknowledges that

#### Co-Occupant Agreement

the Co-Occupant, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

#### ARTICLE 4.

The Co-Occupant agrees that no right held by the Co-Occupant to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Co-Occupant will be allowed to reside with the Co-Occupant.

#### ARTICLE 5.

The Co-Occupant is entitled to use any and all of the facilities furnished and provided for Members of the Foundation at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of Occupancy with the Shareholder-Members.

#### ARTICLE 6.

The Co-Occupant covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws, and rules of the Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the apartment is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her acts and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Shareholder-Members and the Co-Occupant, and that there exists between the Shareholder-Members and the Corporation, a Landlord-Tenant relationship. The Co-Occupant acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be qualified pursuant to the provisions of California Civil Code 51.3 (2) (B).

**FURTHER:** The Co-Occupant covenants and agrees that he/she has, pursuant to Civil Code, **NO RIGHT** to continue residence in the event of death, dissolution of marriage, upon hospitalization or other prolonged absence of the Shareholder-Members.

#### ARTICLE 7.

Co-Occupant understands that though they have an ID card for use of the community facilities, Co-Occupant may not attend monthly or Annual Mutual Shareholder-Member Meetings, or hold office, or participate in any governing process of the Mutual Corporation in which they reside or of the Golden Rain Foundation.

2

## Co-Occupant Agreement

Shareholder-Member Signature	date
Shareholder-Member Signature	date
Co-Occupant's Signature	date

## GOLDEN RAIN FOUNDATION REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

SH	AREHOLDER-MEMBERS NAM	ES	
	TUALUNIT		
1.	Name of Qualifying Permanent Resident:		
2.	Address of Qualifying Permanent Resident:		
3.	Reason for request to admit Qualifying Permanent Resident (QPR):		
4.	Is the QPR the spouse or coha	bitant of one o	f the Shareholder-Members?
5.	Does the QPR have an owners	hip interest in Foundation me	the Shareholder-Members' apartment Mutual
6.	If yes, please describe the source or basis	k, or Golden F	ership interest in the Shareholder-Members' Rain Foundation membership? of an ownership interest and attach a copy of any document ownership (attach a separate page if necessary)
We (	a member of the Board of Dire appointment for the interview.  PHONE:	ectors. You wil Please provid	e a telephone number:
Date	ed thisday of	, 20	_, at <b>Seal Beach,</b> California.
QUA	ALIFIED PERMANENT RESID	ENT (QPR)	
Print Name of QPR		Authorized	Date:Signature
Pri	nt Name of Shareholder-Member	Signature of	Date: Shareholder-Member
orm	9003	1	Authorized QPR Initials:

#### GOLDEN RAIN FOUNDATION REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

Print Name of Shareholder-Member	Signature of Sha	Date:
SEAL DEACH MUTUAL NO		
SEAL BEACH MUTUAL NO	_	
☐ APPROVED ☐ DISAPPROV	/ED	
By(Authorized Signature)	Title	Date
RECEIVED BY GOLDEN RAIN FOU	NDATION	
By(Authorized Signature)	Title	Date
Form 9003	2	Authorized QPR Initials:

## QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No	Unit No		
"Corporation"), a (County, California	MENT made and entered into this EAL BEACH MUTUAL No	day of (hereinafter referred to a ice and place of business in	s the
(hereinafter referre	ed to as "Shareholder-Member") a	ind	
Permanent Reside	ent");	reinafter referred to as "Qual	ified
"Leisure World"), (hereinafter called	ne Corporation was formed for the sing project to be located at Sea Seal Beach, Orange County, Calif "Shareholder-Member(s)") shall herms and conditions set forth in the	I Beach Leisure World (here fornia, with the intent that its nave the right to occupy the	einafter called s stockholders dwelling units
the project, and the	e "Shareholder-Member(s)" is the esof the Corporation Qualified Permanent Resident is areholder-Member(s);	and has a hone fide intention	on to reside in
Corporation nereg	FORE, in consideration of the by consents to the Qualified I ber(s)" in Dwelling Unit NO	Permanent Resident residi	ing with the
ARTICLE 1.	CHARGES		
roundation GRF at	der-Member(s)" hereby covenant n amount equal to the then curren eholder-Members at Leisure Worl	t Amenities Fee in the same	Golden Rain amount as is
ARTICLE 2.	OCCUPANCY AGREEMENT		
all the terms and pro	Permanent Resident acknowledge Corporation and the "Shareholde ovisions therein contained as to respurposes only. The Qualified Period	er-Member(s)" and agrees to sidency, and the fact that said	be bound by
Form 9004	1	QPR Authorized Initials:	

#### QUALIFIED PERMANENT RESIDENT AGREEMENT

acknowledges that the Qualified Permanent Resident, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

#### ARTICLE 3.

The Qualified Permanent Resident agrees that no right held by the Qualified Permanent Resident to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Qualified Permanent Resident will be allowed to reside with the Qualified Permanent Resident.

#### ARTICLE 4.

The Qualified Permanent Resident is entitled to use any and all of the facilities furnished and provided for Shareholder-Members of the Golden Rain Foundation at Leisure World and the Qualified Permanent Resident shall be entitled to enjoy said facilities together with the right of occupancy with the Shareholder-Members.

#### ARTICLE 5.

The Qualified Permanent Resident covenants and agrees that he/she will comply with any and all pertinent regulations, bylaws, and rules of Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Qualified Permanent Resident acknowledges, that by his/her act and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Member and the Qualified Permanent Resident, and that there exists between the Shareholder-Members and the Corporation a Landlord-Tenant relationship. The Qualified Permanent Resident acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be a Qualified Permanent Resident pursuant to the provisions of California Civil Code §51.3.

Form	9004

### **QUALIFIED PERMANENT RESIDENT AGREEMENT**

SEAL BEACH MUTUAL N	NO UNIT	SHAREHOLDER-MEMBER(S)
By:(Authorized Signat	ture)	Date:
		Date:
RECEIVED BY GOLDEN	RAIN FOUNDATION	
By:(Authorized Signat	ure)	Date:
QUALIFIED PERMANENT	RESIDENT	
By:(Authorized Signate		Date:
(Authorized Signati	ure or Legal Guardian)	
		ş
Form 9004	3	QPR Authorized Initials:

# Mutual Corporation No. One

#### **MEMO**

TO:

MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO ADOPT POLICY 7490.PB.01 - PAYMENT AND

PERFORMANCE BOND (NEW BUSINESS ITEM K)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

I move to adopt Policy 7490.pb.01 – <u>Payment and Perfomance Bond</u> on a preliminary basis until the 30–day posting period is completed.

#### **MUTUAL OPERATIONS**

#### **ADOPT DRAFT**

#### **PHYSICAL PROPERTY**

#### Payment and Performance Bond - Mutual One

RESOLVED, Performance Bond – permits for any construction work valued at more than \$10,000 performed in Mutual One shall require a Performance Bond. The bond shall require sufficient funds in the event the work is not completed on time and according to approved plans and also to the satisfaction of Mutual One for any reason. Exceptions are as follows:

- 1. The contractor is listed on the Physical Property list of approved contractors, and
- 2. The contractor has completed more than \$100,000 per year in contracts in Leisure World for the last three years.

MUTUAL ADOPTION

ONE:

(draft created on 08-01-18 ka)

# Mutual Corporation No. One

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MUTUAL BOARD OF DIRECTORS

FROM:

MUTUAL ADMINISTRATION

SUBJECT:

DISCUSS AND VOTE TO APPROVE/DENY AMOUNT OF ADDITIONAL GUEST

PASSES (NEW BUSINESS ITEM L)

DATE:

AUGUST 23, 2018

CC:

MUTUAL FILE

At the September 28, 2017 Board Meeting the Board of Directors passed the following resolution: RESOLVED, To authorize the GRF Executive Director and/or the Mutual Administration Director to issue zero (0) <u>ADDITIONAL</u> 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.

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, do hereby seek approval to issue up to four (4) Guest Passes or a lesser number of Guest Passes, as duly approved by the Mutual Board.

to issue <u>ADDITIONAL</u> Guest Pas Each Guest pass shall carry a unique ident	ector and/or the Mutual Administration Director sees, in accordance with GRF Policy 5536.1-33. Fification number with a monthly report provided butual Board of Guest Passes issued noting the party for the Guest, effective 2019.
Date Board Approved:	, 2018
Signature:  Board President or Secretary	, Print Name: