

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL EIGHT**  
**August 22, 2016 - 1:30 p.m.**

CALL TO ORDER

SHAREHOLDER COMMENTS – 2-minute limit per shareholder

ROLL CALL (by 2:00 p.m.)

INTRODUCTION OF GUESTS AND STAFF:

Mr. McGuigan, GRF Representative  
Ms. Hopkins, Mutual Administration Director  
Mr. Hurtado, Building Inspector  
Mrs. Aquino, Recording Secretary

APPROVAL OF MINUTES: **Regular Meeting of July 25, 2016**

BUILDING INSPECTOR'S REPORT

Mr. Hurtado

NOMINATING COMMITTEE REPORT

UNFINISHED BUSINESS

1. Final reading of Carport Policy 7502.8
  - a. Adopt Policy 7502.8 – Carport Regulations
2. Landscape contract
3. Mutual Eight Code of Conduct
4. Review of Turf Areas / Encroachment Policy:
  - a. Policy 7406 – Encroachment onto Common Areas for Exclusive Private use of Shareholder
  - b. Policy 7406.6 – Exclusive Private Use of Common Property by Shareholders
  - c. Policy 7415.14 – Patio Area Regulations
5. Resolution to enforce Policy 7409.G – Feeding Wildlife
6. Review of Emergency Items List
7. SmartBurners / Fire suppression Strategies
8. Mr. C's Towing Agreement
9. Mutual Board Contact information
10. Policy 7403.G - Skylights & Sola Tubes

NEW BUSINESS

1. POD storage in Carports and Mutual Areas (curb side etc...)
2. Website Additions – Agenda and Minutes are posted
3. Mutual Eight budget adoption Timelines

**STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)**

MUTUAL ADMINISTRATION DIRECTOR'S REPORT

Ms. Hopkins

GRF REPRESENTATIVE'S REPORT

Mr. McGuigan

PRESIDENT'S REPORT

Ms. Thompson

VICE PRESIDENT / CFO'S REPORT

Ms. Berg

CORRESPONDENCE / SECRETARY'S REPORT

Mr. Curtin

EMERGENCY PREPAREDNESS COORDINATOR'S REPORT

Mr. Curtin

LANDSCAPE / GARDENING REPORT

Mr. Kline

PHYSICAL PROPERTY REPORT

Mr. Winslow

ANNOUNCEMENTS

ADJOURNMENT

EXECUTIVE SESSION (member issues, legal)

**STAFF SECRETARY WILL LEAVE THE MEETING BY 4:10 p.m.**

**NEXT MEETING: September 26, 2016 1:30 p.m.  
Administration Building Conference room A**

To have the Mutual Eight Board of Directors  
minutes e-mailed to you monthly,  
please send your request to:  
**[mutual8webmaster@gmail.com](mailto:mutual8webmaster@gmail.com)**

# INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(08) EIGHT**

INSPECTOR: **George Hurtado**

MUTUAL BOARD MEETING DATE: **August 22, 2016**

## PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
202E	washer/dryer, flush beam	yes	05/25/16	09/30/16	no		Mamuscia Construction
192B	heat pump	yes	06/13/16	08/30/16	no		Greenwood
205J	heat pump	yes	07/01/16	08/19/16	no		Alpine A/C
193H	asbestos abatement	yes	07/14/16	07/21/16	no		Pacific Environmental
196A	heat pump	yes	07/14/16	09/10/16	no		Alpine A/C
187C	heat pump	yes	07/12/16	08/21/16	no		Alpine A/C
196H	central air	yes	07/12/16	10/05/16	no		Greenwood
187H	patio cabinet	yes	07/28/16	08/10/16	no		Greco
181C	heat pump	yes	07/28/16	09/15/16	no		Alpine A/C
186I	windows, slider	yes	08/04/16	10/01/16	no		California Energy

# INSPECTOR MONTHLY MUTUAL REPORT

**MUTUAL: (08) EIGHT**

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INSPECTOR: George Hurtado

**MUTUAL BOARD MEETING DATE: August 22, 2016**

[illegible]

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



# INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (08) EIGHT

INSPECTOR: George Hurtado

MUTUAL BOARD MEETING DATE: August 22, 2016

## CONTRACTS

CONTRACTOR	PROJECT
Hutton Painting	Mutual wood trim project
John's Landscape	Mutual gardening
So Cal Fire Protection	laundry room fire extinguishers
Empire Pipe and Supply	Mutual sewer cleaning
Fenn	termites and pests
Jurado Construction	PVC partitions @ Edison vaults
Advance Painting	paint for diamond plate vault covers

## SPECIAL PROJECTS

CONTRACTOR	PROJECT
Hutton Painting	Mutual wood trim project (touch ups)
Jurado Construction	PVC partitions @ Edison transformers
Advance Painting	paint for diamond plate vault covers

# INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (08) EIGHT

INSPECTOR: George Hurtado

MUTUAL BOARD MEETING DATE: August 22, 2016

## APARTMENT VISITS

192B	checked escrow issues
182 laundry	solar inverter problem
187C	checked heat pump
205J	checked heat pump
196A	checked heat pump
199G	checked for termites
202G	checked entry sidewalk, slippery
191 laundry	checked slippery sidewalk
202J	checked broken drawer
186B	checked for termites
186I	met with shareholder regarding windows
183D	met with shareholder regarding deco blocks

## MUTUAL OPERATIONS

### RESIDENT REGULATIONS

#### Carport Regulations - Mutual Eight

##### A. Carport Use

1. Carports are to be used for parking of self-propelled land vehicles in operating condition. Any stored items in the carports must be completely contained in the carport cabinets except as permitted in paragraph 4 below.
2. Current fire regulations prohibit the storage of fuel oil or any combustible material in the carport areas.
3. All vehicles, when parked in the carports, must be headed in. When parked, vehicles shall not extend beyond the edge of the roof drip line of the carport. Property, including secondary storage facilities, shall not interfere with the shareholder's vehicle fitting under the edge of the carport roof drip line. This may require removal of secondary storage facilities at owner's expense even if the secondary storage facilities have been approved by the Board and meet the design of this regulation.
4. The following property may be stored or used as storage under upper cabinets:
  - a. One bicycle, tricycle, folding shopping cart, hand cart, and stepladder of up to 8 feet, or, a combination of three such items; or
  - b. An enclosed 100+ gallon garden type container having dimensions of not less than approximately 23" x 24" x 50" and which shall be opaque and of a neutral earth tone color; or,
  - c. Secondary storage cabinets as described in Section E; or,
  - d. Bypass sliding doors as described in Section F.

Other property including motorcycles, motor bikes, mopeds, electric carts, bicycles, tricycles, etc., must not be parked between self-propelled vehicles because that would infringe upon another occupant's vehicle space.

##### B. Carport Assignments

1. Carport assignments are controlled by the Mutual Corporation and a record of assignments is kept in the Stock Transfer Office of the Golden Rain Foundation.
2. Residents who want to change carport assignments must obtain the Mutual Board of Directors' approval so the change can be recorded in the Stock Transfer Office.
3. The request for carport re-assignment, if approved, is only temporary, and is valid only so long as both participating parties agree to the temporary change. One party determining to withdraw from the agreement may do so as may the successor owner of that party's apartment. The Mutual Corporation retains, at all times, the authority to revoke and cancel this temporary change of carport assignment, at its discretion. The re-assignment of carport spaces, herein provided, will automatically become null and void in the event of a sale of the stock representing either apartment, with absolutely no exceptions to the rules herein provided.

## MUTUAL OPERATIONS

### **RESIDENT REGULATIONS**

#### **Carport Regulations - Mutual Eight**

4. Carport space may not be rented to or used by anyone who is not a resident shareholder of Mutual Eight.

#### **C. Electrical Outlets in Carports**

1. Residents are permitted to have an electrical outlet professionally installed in their carport for the purpose of recharging electric carts.
  - a. There will be a monthly charge of \$15 for the use of electricity.
2. The Mutual encourages all residents to park any and all vehicles in carports as much as possible.
3. Residents who have an electrical outlet professionally installed in their carport will be responsible for the maintenance of same.
  - a. Upon the resale or transfer of the share of stock, the electrical outlet must be removed at the resident's expense if the buyer does not want to use and pay for the electrical outlet in the carport.
4. The following installation guidelines have been established and shall be available to contractors who are providing an estimate for, or are installing, the outlet.
  - a. The installation of the electrical outlet shall be done by a licensed contractor in good standing.
  - b. A permit must be obtained from the Physical Property Department prior to any work being done.
  - c. The installation techniques shall be such in order to facilitate the complete disassembly and removal of the electrical outlet, should removal become necessary.
  - d. All applicable codes shall be observed, and all installation components shall be suitable for outdoor installation.
  - e. All wiring shall be run in rigid conduits.
  - f. Current carrying conductors shall be #14 AWG stranded copper conductor with 500-volt insulation.
  - g. 15-amp fused power outlets shall be mounted inside the storage cabinet.



## MUTUAL OPERATIONS

### RESIDENT REGULATIONS

#### Carport Regulations - Mutual Eight

##### D. Oil Spills on Carport Floor or Street

1. In accordance with Seal Beach Municipal Code 9.20.010, any vehicle leaking oil, antifreeze, or any other hazardous material is prohibited from parking in a Mutual carport or on a Mutual street or driveway.
  - a. Kitty litter may not be used to cover hazardous materials and may not be disposed of in any Mutual trash container.
  - b. All hazardous waste materials, including kitty litter, must be disposed of at an Orange County Approved Hazardous Waste site.
  - c. Residents or guests who ignore this Municipal Code may be subject to fine and/or having their vehicle towed at their expense.

##### E. Secondary Carport Storage Cabinets

This has been developed in an effort to improve the appearance of the community and enhance property values by providing for and making uniform, the appearance of secondary (lower) cabinets.

1. Shareholders are permitted to have a secondary carport storage cabinet installed beneath their existing cabinet at the shareholder's expense, with the approval of the Mutual Eight Board of Directors and Building Inspector and obtaining the appropriate permit from the Physical Property Department before the cabinets are installed. If a cabinet is installed without permit or not in conformity with this standard design and specified materials, the cabinet shall be removed at the expense of the shareholder.
2. Shareholder shall use a standard design approved by Mutual Eight.
3. The dimensions of the lower, secondary cabinet must conform to the dimensions of the upper cabinet. The lower cabinet doors and hardware must align with the doors and hardware of the upper cabinet. The depth of the lower, secondary storage cabinet must not exceed the depth of the concrete shelf. Width must match the width of the upper cabinet.
4. Exterior paint and hardware must match the existing, standard upper cabinet.
5. The shareholder is responsible for maintaining and repairing any damage to his/her carport cabinet.
6. Secondary cabinets are a non-standard addition. If a subsequent owner does not want the secondary cabinet, the seller must remove the secondary cabinet and restore the area to original condition at seller's (shareholder's) expense.
7. Due to the vulnerability to damage from vehicles being parked in front of the secondary cabinet, no electricity will be installed inside the secondary cabinet. Any electrical charging

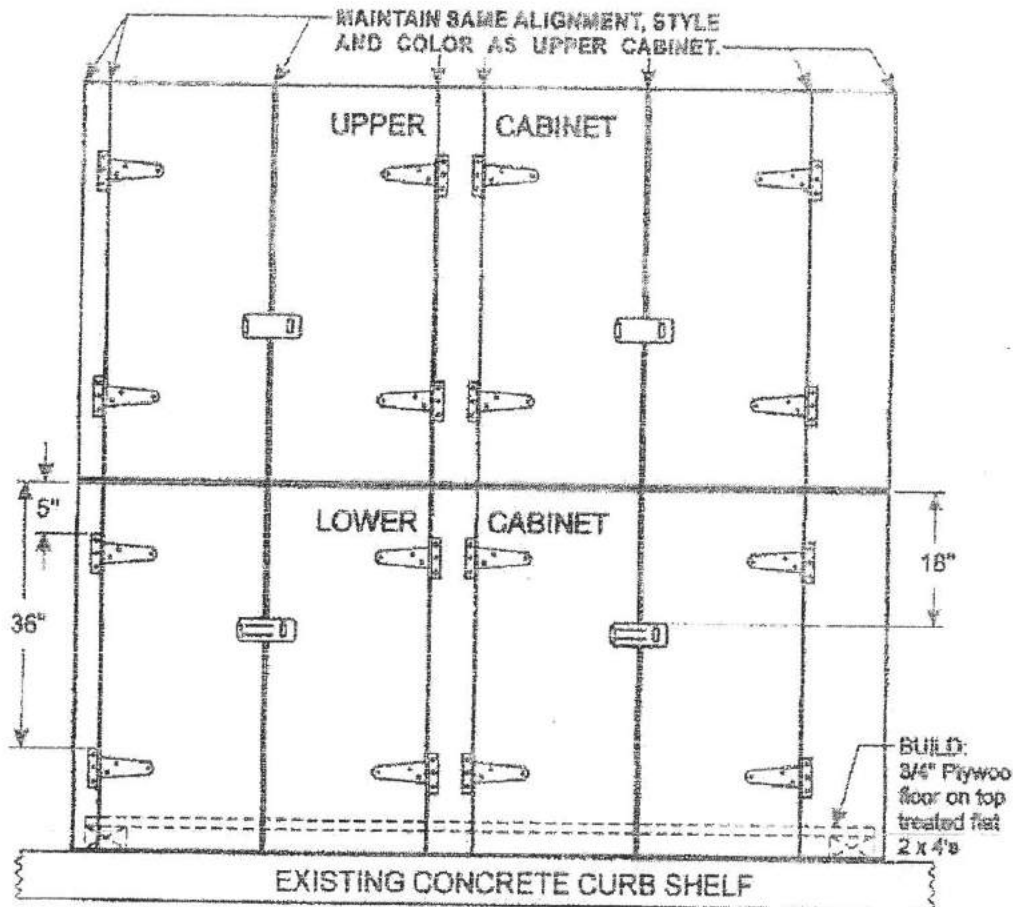
**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Carport Regulations - Mutual Eight**

station allowed by California Civil Code Section 4745, as may be amended from time-to-time, shall be contained in the upper cabinet or elsewhere as may be practical and permitted by law and applicable codes in effect.

8. Installation of secondary cabinets shall not exempt the shareholder from the requirement that vehicles parked in the carport stall shall not extend beyond the drip line of the roof and gutters.
9. Installation of secondary cabinets replaces the shareholder's permission to store a bicycle or tricycle, folding cart, and ladder outside of the standard cabinets.
10. Only treated wood purchased through the Property Management Department or treated by an approved contractor with the wood being approved by the Building Inspector.

**Materials:**

- a. Door panels, end and sides, 3/4" sanded plywood handy panels, good one side or better; exterior grade
- b. Top and floor, 1/2" sanded plywood panels, good one side or better, exterior grade
- c. Framing and center strip for hinges, 2" x 4"
- d. Strips for hinges, 1" x 4"
- e. Front edge of floor finished with 3/4" plywood strip
- f. Floor shall sit firmly upon treated 2" x 4" boards
- g. Concrete wheel stop 30" from curb shelf

MUTUAL OPERATIONSRESIDENT REGULATIONSCarport Regulations - Mutual EightNOTES:

1. Lower cabinet will vary from 46 1/2" TO 48" in height. Build accordingly.
2. Lower cabinet front must be flush with existing concrete curb shelf.
3. Block all areas between upper and lower cabinet to prevent rodent intrusion.
4. Install 4' long standard size wheel stop and secure with two 5/8" Zinc plated Hex head bolts and Zinc plated Fender washers, use appropriate concrete anchors. (Solid plastic stops are preferable) Adjust distance for specific vehicle.

MATERIALS:

1. HASP = Masterlock No. 704DPF - Big Paint Store - \$6.50 ea.
2. HINGES = Stanley, SKU-218272 Heavy Duty Gate Hinge - Hardware Source - \$2.49 ea.
3. Use quality 3/4" exterior plywood on front, doors and sides with the same or better finish as the top cabinets and calk where needed.
4. Prime and paint all visible surfaces, inside and out.
5. All lumber, including plywood, must be treated for insects and rot.

## MUTUAL OPERATIONS

### RESIDENT REGULATIONS

#### Carport Regulations - Mutual Eight

##### F. Secondary Carport Sliding Bypass Sliding Doors

This has been developed in an effort to improve the appearance of the community and enhance property values by providing for and making uniform the appearance of secondary (lower) sliding doors.

1. Shareholders are permitted to have secondary carport storage areas behind sliding bypass doors beneath their existing cabinet at the shareholder's expense, with the approval of the Mutual Eight Board of Directors and the Building Inspector and obtaining the appropriate permit from the Physical Property Department before the sliding bypass doors are installed. If bypass sliding doors are installed without permit or not in conformity with this standard design and specified materials, the doors and hardware shall be removed at the expense of the shareholder.
  2. Shareholders shall meet the standard design contained in this regulation.
  3. The dimensions of the lower sliding bypass doors must conform to and align with the length of the upper cabinet and the centerline of the two sets of doors shall align with the center post of the upper cabinet doors. (Note: This is not the true center of the cabinet because the upper doors are offset.)
  4. Exterior paint must match the existing, standard upper cabinet.
  5. The shareholder is responsible for maintaining and repairing any damage to his/her carport's sliding bypass doors.
  6. Sliding bypass doors are a non-standard addition. If a subsequent owner does not want the secondary storage unit, the seller must remove the secondary unit and restore the area to original condition at seller's (shareholder's) expense.
  7. Due to the vulnerability to damage from vehicles being parked in front of the secondary sliding bypass doors, no electricity will be installed inside the space under the upper cabinets. Any electrical charging station allowed by California Civil Code Section 4745, as may be amended from time-to-time, shall be contained in the upper cabinet or elsewhere as may be practical and permitted by law and applicable codes in effect.
  8. Installation of secondary sliding bypass doors shall not exempt the shareholder from the requirement that vehicles parked in the carport stall shall not extend beyond the drip line of the roof and gutters.
  9. Installation of secondary sliding bypass doors replaces the shareholder's permission to store a bicycle or tricycle, folding cart, hand cart, and ladder or large container outside of the standard cabinets.
  10. Only wood treated for insects and rot and purchased through the Service Maintenance
- (Sept 15)

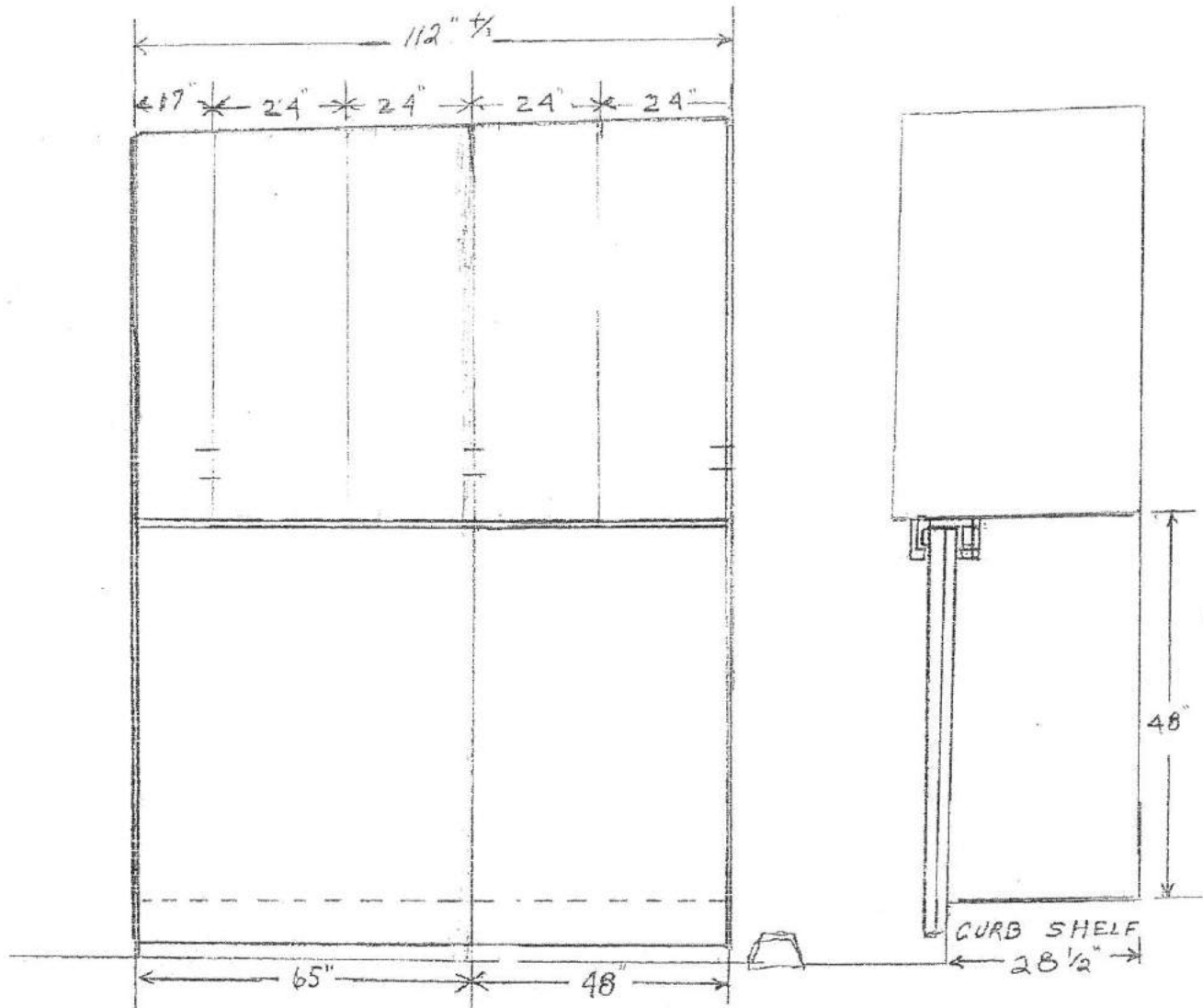


**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Carport Regulations - Mutual Eight**

Department, or, treated for insects and rot by an approved contractor with the wood treatment being approved by the Building Inspector may be used.

**Materials:**

- a. Door panels, end and sides,  $\frac{3}{4}$ " sanded plywood handy panels, good one side or better, exterior grade.  
Sliding door (1) 48" x 65"  
Sliding door (2) 48" x 50"  
Sides (2) 28 $\frac{3}{4}$ " x 48"  
Framework 2" x 4" x 112"
- b. Concrete wheel stop approximately 30" from curb shelf. Exact measurement shall be determined by the individual vehicle to be parked in the space. Curb may be waived with Physical Property Committee's written permission.
- c. Overhead bypass frame, rail, and hanging hardware shall be of sufficient strength and design to support the weight of the doors.
- d. 2" x 4" framework shall be of cedar or treated wood.

MUTUAL OPERATIONSRESIDENT REGULATIONSCarport Regulations - Mutual EightPOLICY ADOPTION

EIGHT: 02-25-80

AMENDMENTS09-23-90, 09-24-01, 10-27-03, 03-22-04, 11-22-04,  
01-22-07, 11-24-08, 02-23-15

(Sept 15)

CODE OF CONDUCT FOR  
DIRECTORS OF MUTUAL 8

The Board of Directors has adopted the following ethics policy for its board members. This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

**BOARD RESPONSIBILITIES**

The general duties for directors are to enforce the association's governing documents, collect and preserve the association's financial resources, insure the association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, directors must:

- regularly attend board meetings,
- review material provided in preparation for board meetings,
- review the association's financial reports,
- make reasonable inquiry before making decisions, and
- respond to member inquiries

**A. PROFESSIONAL CONDUCT**

In general, directors must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

1. Private Gain. Self-dealing occurs when directors make decisions that materially benefit themselves or their relatives at the expense of the association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no director may:

- solicit or receive any compensation from the association for serving on the board,
- make promises to vendors unless with prior approval from the board,
- solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association.

- No director may threaten or retaliate against an employee who brings information to the board regarding improper actions of a director.
- Directors are prohibited from harassing or threatening employees, vendors, directors, and owners, whether verbally, physically or otherwise.

5. Professional Behavior. Directors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the board, they must act with respect and dignity and not make personal attacks on others. Accordingly, directors must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Directors shall act in accordance with board decisions and shall not act unilaterally or contrary to the board's decisions.

## **B. WHEN CONFLICT ARISE**

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Directors should immediately raise such situations with the board. If appropriate, the board will seek guidance from the association's legal counsel.

1. Disclosure & Recusal. Directors must immediately disclose the existence of any conflict of interest, whether their own or others. Directors must withdraw from participation in decisions in which they have a material interest.

2. Violations of Policy. Directors who violate the association's ethic's policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:

- censure,
- removal from committees,
- removal as an officer of the board,
- request for resignation from the board,
- recall by the membership, and
- legal proceedings

Prior to taking any of the actions described above, the board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the director believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the board for appropriate



**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Encroachment onto Common Areas for Exclusive Private Use of Shareholder – Mutual Eight Only**

Mutual Eight limits Exclusive Private Use of Common Area to the following terms and conditions:

1. Exemptions:

- A. One entry walkway not to exceed 48 inches in width (6-inch decorative ribbon allowed on each side for maximum width of 60 inches) from a public sidewalk, or as required by the Uniform Building Code.
- B. A garden area of up to 36 inches from the original apartment wall in front of and at the end of the apartment. Where a sidewalk or retaining wall is 72 inches or less from the original apartment wall, the shareholder may have all garden area or all grass.
- C. One pad for an air conditioner/heat pump installed within 36 inches of the original apartment wall, or as required by Uniform Building Code. See Policy 7402.2.8.
- D. One additional single door stoop up to 36 inches deep from original apartment wall, or as required by Uniform Building Code.
- E. Up to four bay windows with the outside wall no more than 20 inches deep from original apartment wall.

2. Approvals:

- A. Any proposed exclusive private use of common area must be approved by the Mutual Eight Board and permitted by GRF under the following conditions:
  - i. A request describing the proposed exclusive use area must be made in writing to the Board via the GRF Physical Property Department supported by acceptable drawings, photos, and specifications meeting all Mutual, GRF, and city of Seal Beach requirements, setting out all specifics of the request, dimensions and the square footage needed in order for the Board to consider the request.

(Oct 14)

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Encroachment onto Common Areas for Exclusive Private Use of Shareholder – Mutual Eight Only**

- ii. Request must set out all legal information identifying the shareholder, the location of the apartment, the specific location of the encroachment, and specific use/reason for the encroachment.
- iii. As condition of approval, the shareholder must agree to Terms and Conditions of the Addendum to the Occupancy Agreement as set out in paragraph 3 below.

**3. The Addendum to the Occupancy Agreement:**

- A. The shareholder must complete and have an approved and signed Addendum (signed by both the shareholder and Board) and which has been delivered to the Stock Transfer Department before any construction or removal begins.
- B. The Addendum shall provide the following information and/or agreements:
  - i. Terms and conditions of use;
  - ii. Amount of square footage;
  - iii. Agreement to provide liability insurance;
  - iv. The amount of the original assessment for Exclusive Private Use and the start date of such exclusive use;
    - a. Calculation of Assessment: the original monthly assessment will be the square footage requested times the square foot value assigned by the latest Orange County Tax Assessor valuation times 10 percent (10%) ROI divided by 12 months. All assessments for Exclusive Private Use may be recalculated starting on the first day of each new decade by the GRF Finance Department.
    - b. Start Date: The start date is conditioned on an understanding that it may be delayed. Any changes or alterations will require Mutual Eight Board approval;
    - a. An agreement to maintain the Exclusive Private Use area: If the Exclusive Private Use area is not maintained to exceed or match surrounding area, the Board may cancel the Exclusive Private Use approval and terminate the Addendum to the

(Oct 14)

## MUTUAL OPERATIONS

### PHYSICAL PROPERTY

#### Encroachment onto Common Areas for Exclusive Private Use of Shareholder – Mutual Eight Only

Occupancy Agreement and restore the area to match similar common area at the shareholder's expense.

- v. Agreement that the encroachment must be removed at selling; shareholder's expense unless buying shareholder agrees to execute a new Addendum to the Occupancy Agreement assuming all liability.

#### 4. Existing Encroachments:

- A. Pre-January 22, 2007, Encroachments: Any encroachment added before January 22, 2007, (the original date of this policy) or previously permitted by GRF will be allowed to remain until there is a sale, request for alteration, or transfer of stock. On resale, a request for alteration, or transfer, the shareholder must remove the encroachment, restoring the common area to a condition as good as similar common area as determined by the Mutual Eight Board, or the shareholder or new shareholder must enter into a Board-approved Addendum to the Occupancy Agreement for Exclusive Private Use of the common area at issue under the terms and conditions set out in paragraph 3 above.
- B. Post-January 22, 2007, Encroachments: The shareholder must remove any encroachment added without a permit from GRF or approval of the Mutual Eight Board after January 22, 2007 (original date of this policy), within 90 days of notification of the violation by the Mutual Eight Board of Directors or GRF (the management company). In the event the encroachment was not approved by the Mutual Eight Board or permitted by GRF, the shareholder may agree to execute, with Mutual Eight Board approval, an Addendum to the Occupancy Agreement under the terms and conditions set out in paragraph 3 above. In all cases, on resale, a request for alteration, or transfer, the shareholder must remove the encroachment, restoring the common area to a condition as good as similar common area as determined by the Mutual Eight Board, or the shareholder or new shareholder must enter into a Board-approved Addendum to the Occupancy Agreement for Exclusive Private Use of the common area at issue.

(Oct 14)

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Encroachment onto Common Areas for Exclusive Private Use of Shareholder – Mutual Eight Only****5. Encroachments:**

The following is a non-exclusive list of common area encroachments: expanded garden areas, extra doorway stoops, extra walkways, patios or patio-like areas, golf cart parking pads, extra wide entry walkways, and any other unapproved use of common area.

**MUTUAL ADOPTION****EIGHT: 01-22-07****AMENDMENTS****10-27-14**

(Oct 14)



## **MUTUAL OPERATIONS**

### **PHYSICAL PROPERTY**

#### **Exclusive Private Use of Common Property by Shareholders**

Mutual Six limits Exclusive Private Use of Common Area to the following terms and conditions:

1. Exemptions:

- A. One entry walkway not to exceed 48 inches in width (6-inch decorative ribbon allowed on each side for maximum width of 60 inches) from a public sidewalk, or as required by the Uniform Building Code.
- B. A garden area of up to 48 inches from the original apartment wall in front of and at the end of the apartment. Where a sidewalk or retaining wall is 72 inches or less from the original apartment wall, the shareholder may have all garden area or all grass.
- C. One pad for an air conditioner/heat pump installed within 36 inches of the original apartment wall, or as required by Uniform Building Code.
- D. One additional single door stoop up to 36 inches deep from original apartment wall, or as required by Uniform Building Code.
- E. Up to four bay windows with the outside wall no more than 20 inches deep from original apartment wall.
- F. Golf cart pad as approved by Mutual Six Board of Directors.

2. Approvals:

- A. Any proposed exclusive private use of common area must be approved by the Mutual Six Board and permitted by GRF under the following conditions:
  - i. A request describing the proposed exclusive use area must be made in writing to the Board via the GRF Physical Property Department supported by acceptable drawings, photos, and specifications meeting all Mutual, GRF, and city of Seal Beach requirements, setting out all specifics of the request, dimensions and the square footage needed in order for the Board to consider the request.
  - ii. Request must set out all legal information identifying the shareholder, the location of the apartment, the specific location of the encroachment, and specific use/reason for the encroachment.

(Sept 15)

## **MUTUAL OPERATIONS**

### **PHYSICAL PROPERTY**

#### **Exclusive Private Use of Common Property by Shareholders**

- iii. As condition of approval, the shareholder must agree to Terms and Conditions of the Addendum to the Occupancy Agreement as set out in paragraph 3 below.

#### **3. The Addendum to the Occupancy Agreement:**

- A. The shareholder must complete and have an approved and signed Addendum (signed by both the shareholder and Board) and which has been delivered to the Stock Transfer Department before any construction or removal begins.
- B. The Addendum shall provide the following information and/or agreements:
  - i. Terms and conditions of use;
  - ii. Amount of square footage;
  - iii. Agreement to provide liability insurance;
  - iv. The amount of the original assessment for Exclusive Private Use and the start date of such exclusive use;
    - a. Calculation of Assessment: the original monthly assessment will be the square footage requested times the square foot value assigned by the latest Orange County Tax Assessor valuation times 10 percent (10%) ROA divided by 12 months. All assessments for Exclusive Private Use may be recalculated starting on the first day of each new decade by the GRF Finance Department.
    - b. Start Date: The start date is conditioned on an understanding that it may be delayed. Any changes or alterations will require Mutual Six Board approval;
    - a. An agreement to maintain the Exclusive Private Use area: If the Exclusive Private Use area is not maintained to exceed or match surrounding area, the Board may cancel the Exclusive Private Use approval and terminate the Addendum to the Occupancy Agreement and restore the area to match similar common area at the shareholder's expense.
  - v. Agreement that the encroachment must be removed at selling; shareholder's expense unless buying shareholder agrees to execute a new Addendum to the Occupancy Agreement assuming all liability.

(Sept 15)

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Exclusive Private Use of Common Property by Shareholders****4. Existing Encroachments:**

Any encroachment added before the original date of this policy or previously permitted by GRF will be allowed to remain until there is a sale, request for alteration, or transfer of stock. On resale, a request for alteration, or transfer, the shareholder must remove the encroachment, restoring the common area to a condition as good as similar common area as determined by the Mutual Six Board, or the shareholder or new shareholder must enter into a Board-approved Addendum to the Occupancy Agreement for Exclusive Private Use of the common area at issue under the terms and conditions set out in paragraph 3 above.

**5. Encroachments:**

The following is a non-exclusive list of common area encroachments: expanded garden areas, extra doorway stoops, extra walkways, patios or patio-like areas, extra wide entry walkways, and any other unapproved use of common area.

**MUTUAL ADOPTION**

SIX: 09-25-15

**AMENDMENTS**

(Sept 15)

## **MUTUAL OPERATIONS**

### **PHYSICAL PROPERTY**

#### **Patio Area Regulations – Mutual Fourteen**

The purpose of this policy is to provide guidelines for the building and maintenance of patios that are user friendly, increase the value to the Mutual, and improve the aesthetics of the shareholders' units and of Mutual Fourteen.

#### **Definition of Terms**

- a. A patio is any surface other than garden material that is attached or adjacent to the outside wall structure of the unit's structure.
- b. A porch is the space under the roof of the structure open to the outside or enclosed from the weather.
- c. A porch is included in the exclusive use permit of occupancy and is not included or managed by this patio policy.
- d. A porch and patio can be built as a continuous structure, but only the portion outside the roof line will be considered and maintained as a patio with this policy.
- e. Transfer of title shall have the same meaning as used for determination of when a California transfer tax on real property is assessed by the State of California.

#### **Stipulations for Existing Patios**

- a. As of the date of the ratification of this policy and in accordance with the attached list entitled "Mutual Fourteen Patio Information – Updated 6-16-15 Revised" – all currently installed patios will be considered as allowed. At the time of transfer of title or sale of a unit with a patio, the buyer must agree to manage, maintain, and insure the cost of the patio or it shall be removed at the seller's cost. The new buyer/transferee must sign the License and Indemnity Agreement provided by the Mutual Fourteen Board. Remodels of existing patios must comply with this patio policy in its entirety.

#### **Patio Approval Process**

- a. All requests for patios must be submitted to the Golden Rain Foundation (GRF) Physical Property Department at least three (3) weeks prior to a regularly scheduled Board Meeting. The GRF Physical Property Inspector must submit the

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Patio Area Regulations – Mutual Fourteen**

plans for approval to the Board of Directors at least two (2) weeks prior to a regularly scheduled Board Meeting.

- b. Patio plans must be drawn to be easily understood with dimensions and must include the walls, wall caps, fences, and gates.
- c. All patio requests will be considered by the Board of Directors on a site-specific basis, taking into consideration, but not limited to the following:
  - 1. Aesthetic/financial value to the Mutual
  - 2. Functionality for the shareholder
  - 3. Utility boxes
  - 4. Electrical enclosures/panels
  - 5. Sprinkler systems
  - 6. Sprinkler valves/plumbing
  - 7. Telephone pull boxes/equipment
  - 8. Sidewalks
  - 9. Laundry rooms
  - 10. Landscaping
- d. Patios must slope away from the building with adequate weep holes in walls for draining.
- e. Patio top surface material must be non-skid when wet.
- f. All patios must be enclosed by a wall or a fence. Patio wall with cap/fence must be between 26" and 35" high.
- g. Any changes or deviations from the approved plans must be submitted to the Board of Directors and approved prior to implementation.
- h. Mutual Fourteen will provide a disclosure to all new shareholders stating that their patios might have been built over sewer, water, electrical, or other types of utilities that the potential to require access or relocation and that this could require removal of all or a portion of the patio at the owner's expense. This



**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Patio Area Regulations – Mutual Fourteen**

disclosure must be signed by the selling shareholder and it will be provided to the purchasing shareholder with the Licensing and Indemnity Agreement.

- i. Shareholders shall bear any and all costs of the patio including the maintenance of the patio, sprinkler relocation, grass replacement, tree replacement, and flower bed repairs. As a condition of patio approval, the shareholder must obtain and maintain liability insurance covering any and all lawsuits involving the patio. The shareholder must agree and sign the Licensing and Indemnity Agreement provided by the Mutual.
- j. A majority vote of a quorum of the Board of Directors is necessary for approval and the plans must be approved before the start of construction.

**Patio Use: Rules and Maintenance Requirements**

- a. Patio items appropriate for patio and outdoor use such as chairs and lounges with cushions are allowed. Storage boxes designed for patio use may not exceed 2 feet in width by 6 feet in length and must not exceed the height of the wall/fence.
- b. Patios and areas around patios must be kept free of clutter. If there is a question whether clutter exists, the question will be decided by a vote of the Board.
- c. Barbeques may be kept on patios and must be used according to the barbeque policy. Charcoal barbeques are not permitted.
- d. Pets must not be left unattended on patios.
- e. Pet doors giving pets free access to and from patios are not allowed.
- f. Potted plants may be kept on patios and walls in compliance with garden policy standards.
- g. Items not permitted on patios overnight are: newspapers, magazines, paper, plastic bags, and cardboard. This list will be subject to amendment by the Board as needed.

**MUTUAL OPERATIONS****PHYSICAL PROPERTY****Patio Area Regulations – Mutual Fourteen**

- h. Any item in, on, built into or onto a patio in conflict with this policy must be removed by the shareholder after 10 days written notification. If the item is not removed after the 10-day period, the Mutual will have the right to remove the item at the shareholder's expense.
- i. Patio related items must not block walkways or remain on lawns overnight.

**MUTUAL ADOPTION**

FOURTEEN: 01-25-11

**AMENDMENT**

04-24-12, 11-27-12, 07-21-15

## MUTUAL OPERATIONS

### SHAREHOLDER/RESIDENT REGULATIONS

#### Feeding Wildlife

This policy is intended to set certain limitations on interactions between non-domesticated animals indigenous to this community and the members and residents living in close proximity. For purposes of this policy, non-domesticated wildlife is described as all members of the wild bird family, including but not limited to, hawks, owls, pigeons, doves, crows (Crows carry the West Nile virus.), and black birds, as well as other wildlife such as rabbits, opossums, raccoons, squirrels, rats, coyotes, and feral cats.

Handouts of food rarely meet the nutritional needs of wildlife and may cause those animals to gather and remain in small areas around the source of food. This human-to-wildlife interaction invites larger more aggressive predators, such as coyotes, to come to the area looking for food. Wild animals being fed by human interaction lose their fear of people which leaves the human at risk of being bitten and suffering substantial injury.

Additionally, many beloved family pets have been the unintended victims of feeding wildlife when taken by larger predators being drawn to unnatural food sources. These situations may also result in an encouraged rodent population, as well as insect infestation.

Therefore, the following must be adhered to in compliance with this Mutual policy in concert with California Code 251.1, Harassment of Animals, to wit:

*"Except as otherwise authorized in the Fish and Game Code, no person shall harass, herd or drive any game or non-game bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering."*

Further, in compliance with California Code 251.1, Harassment of Animals, the following limitations on wildlife and member interactions are established:

1. Do not feed any non-domesticated wildlife on Mutual property.
2. Pet food and standing water sources are prohibited on patios, in carport areas, and in gardens.
3. Domesticated pets to include caged birds, may not be kept on patios.

**MUTUAL OPERATIONS****SHAREHOLDER/RESIDENT REGULATIONS****Feeding Wildlife****Mutual Four Only:**

Domesticated pets to include caged birds, may be kept on patios.

4. Trash and garbage, whether contained or not, may not be left outside of the unit at any time.
5. Bird feeders with bird seed of any type are not allowed at the unit or anywhere on Mutual property including hanging from trees or other support devices.

Mutuals One and Four allow bird feeders.

6. A hummingbird-type feeder with liquid food is permitted at a unit but not on common area Mutual property including hanging from trees or other support devices.

**Mutual Seven and Mutual Four only:**

2. Pet food and water sources are prohibited on open patios and in carport areas.

**Mutual Four Only:**

2. Pet food and water sources are prohibited on open patios and in carport areas unless the shareholder/resident is present.

Source Guides:      California Code 251.1, Harassment of Animals  
                              ASPCA – Eight Reasons to Not Feed Wildlife  
                              City of Seal Beach Ordinance (1057 #1), Feeding Wild Birds  
                              California Department of Fish and Game – Keep Me Wild  
                              Orange County Vector Control District – Bird Feeders & Rats  
                              National Wildlife Health Center  
                              USGS Fact Sheet – Coping with Diseases at Bird Feeders  
                              El Dorado Nature Center  
                              Mutual Occupancy Agreement, Article (5)

MUTUAL OPERATIONS

## SHAREHOLDER/RESIDENT REGULATIONS

Feeding Wildlife

<u>MUTUAL/ADOPTION</u>	<u>AMENDED</u>	<u>MUTUAL/ADOPTION</u>	<u>AMENDED</u>
ONE:	06-25-15	NINE:	02-10-14
TWO:	05-15-14	TEN:	04-23-14
THREE:	04-11-14	ELEVEN:	06-22-14
FOUR:	05-13-15	TWELVE:	07-10-15
FIVE:	04-15-15	FOURTEEN:	04-15-14
SIX:	03-28-14	FIFTEEN:	03-17-14
SEVEN:	04-17-15	SIXTEEN:	04-18-14
EIGHT:	07-27-14	SEVENTEEN:	04-01-14



**Mr. C's Towing**  
10821 Bloomfield Street  
Los Alamitos, CA 90720  
(562) 594-9521

## PRIVATE PROPERTY TOW SERVICES AGREEMENT

**Agreement Date:**

**Effective Date:**

\_\_\_\_\_ Mutual Eight Corporation \_\_\_\_\_ (Customer)

\_\_\_\_\_ Mutual Eight \_\_\_\_\_ (Property)

### TYPE OF PRIVATE PROVERTY (Check One)

☐ Residential      ☐ Commercial      ☐ Retail      ☐ HOA/Common Interest Development

This agreement by and between Mr. C's Towing and Customer named above shall serve as authorization to service the Property named above in accordance with the requirements of California Vehicle Code Section 22658 (CVC 22658) "Removal From Private Property" upon the specific written authorization of Customer, except for Section 22658 (l) (1) (E), for which this agreement may serve as the general authorization.

Mr. C's Towing agrees to respond to the Property within a reasonable period of time when requested by Customer for the purposes of removing any vehicles that are not in compliance with the property or business regulations as determined by Customer and communicated to Mr. C's Towing in the written authorization provided by Customer under CVC 22658(l).

Mr. C's Towing will, as prescribed by law, promptly report all impounded vehicles to the appropriate law enforcement agency and will perform all operations within the guidelines set forth in CVC 22658.

Mr. C's Towing agrees that their employees will act and conduct themselves in a professional workmanlike manner on and off the above Property. This agreement is for a period of one (1) year commencing on the Effective Date noted above and shall automatically renew annually unless terminated in writing upon 30 days written notice by either party.

### Accepted:

<b>Customer:</b> Mutual Eight Corporation	<b>Mr. C's Towing</b>
<b>Signed:</b>	<b>Signed:</b>
<b>Print Name:</b> Camille Thompson	<b>Print Name:</b>
<b>Title:</b> Mutual Eight Board President	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**PRIVATE PROPERTY TOW SERVICES AGREEMENT**

## ACCOUNT INFORMATION FORM:

☐Original ☐Updated \_\_\_\_\_

<b>Property/Complex Name:</b> Mutual Twelve Corporation			
<b>Property Address:</b> 13531 St. Andrews Drive			
<b>City:</b> Seal Beach, CA		<b>Zip:</b> 90740	
<b>TG Map Grid:</b>		<b>Cross Streets:</b>	
<b>Mailing Address (if different than above):</b> P.O. Box 2069 Seal Beach, CA 90740			
<b>Property Management Company</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If Yes, Name, Address &amp; Phone:</b> Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740			
<b>Manager Name</b>	<b>Asst Manager Name</b>	<b>On-Site Contact Name</b>	
Executive Director	Mutual Administration Manager	Security Chief	
<b>Phone:</b> 562-431-6586	<b>Phone:</b> 562-431-6586	<b>Phone:</b> 562-431-6586	
<b>Fax:</b>	<b>Fax:</b>	<b>Fax:</b>	
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>	
<b>Security Company</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If Yes, Name, Address &amp; Phone:</b> Internal Department of Property Management Company (562) 431-6586 Ext# 377			
<b>Persons Authorized To Sign for Vehicle Removals</b>	<b>1</b>	<b>Two Board Directors</b>	<b>Title: President</b>
	<b>2</b>	<b>must be present</b>	<b>Title: Vice-President</b>
	<b>3</b>		<b>Title: CFO</b>
	<b>4</b>		<b>Title: Secretary</b>
	<b>5</b>		<b>Title: Director at Large</b>

**Please Check Appropriate Boxes:**

<input type="checkbox"/> Fire Lane Removals	<input type="checkbox"/> Visitor Only Parking	<input type="checkbox"/> Posted "Tow-Away Zone"
<input type="checkbox"/> Ingress/Egress Interference	<input type="checkbox"/> Mgr Only Parking	<input type="checkbox"/> Violation of Mutual Two
<input type="checkbox"/> Within 15' of Fire Hydrant	<input type="checkbox"/> Expired Tags	Policies on Mutual Two
<input type="checkbox"/> Parking Permits	<input type="checkbox"/> No Street Parking	Property when directed by
<input type="checkbox"/> Handicap Parking	<input type="checkbox"/> Tenants authorized to tow	authorized Board Members
<input type="checkbox"/> Blocking Garages	<input type="checkbox"/> Time Limit Parking	<input type="checkbox"/>
<input type="checkbox"/> Blocking Dumpster	<input type="checkbox"/> Proof of residence required – Describe:	
<input type="checkbox"/> Double Parked		

<b>Local Rate Jurisdiction:</b>	
<b>Tow Rate:</b>	\$185
<b>Storage Rate / Day:</b>	\$55
<b>Other:</b>	Gate Fee: \$92.50 Drop Fee: \$60



Golden Rain Foundation

Leisure World, Seal Beach

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## MEMO

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**TO:** PRESIDENT COUNCIL  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** JULY MUTUAL BOARD ACTIONS REQUESTED.  
**DATE:** JULY 6, 2016  
**CC:** FILE

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As managing agent for each individual Mutual, GRF works to protect the best interest of each Mutual. During the course of the year, Mutual Administration and/or GRF Administration receives requests by fellow Mutual Board members and Shareholders for Board Member contact information.

During the July and August Board meeting rotations, I respectfully request that each Mutual Board place on its agenda the topic of Mutual Board contact information and wither Mutual Administration and GRF Administration may release Mutual Board contact information (email and/or Phone numbers).

To

- Mutual Shareholders
- Non Mutual Shareholders
- Non Mutual Board Members
- GRF Board Members

**MUTUAL OPERATIONS****GLOBAL DRAFT POLICY****PHYSICAL PROPERTY****Skylights & Sola Tubes**

Article 11 of the Occupancy Agreement states that maintenance of the roofs of residential buildings is the responsibility of the Mutual. Skylights and Sola Tubes may be installed through a contract between the resident and a contractor under inspection by the Physical Property Department. The responsibility for maintenance of the skylight or Sola Tubes installations requires definition and agreement.

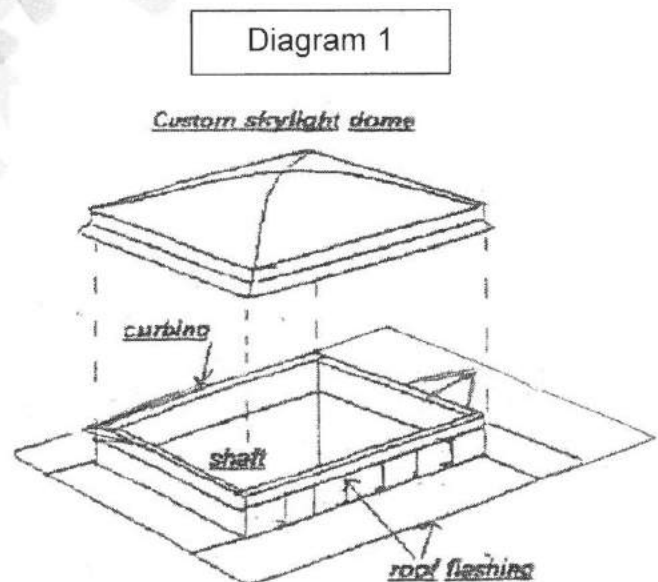
The diagram shows a typical skylight installation, consisting of a dome to admit light, a wood shaft that extends from the dome down to the interior ceiling in the room, wood curbing for mounting the dome, and steel flashing to make the installation watertight.

Responsibilities are as follows:

During the warranty period, the contractor is responsible for the entire skylight and Sola Tubes installation. After the warranty period, the following responsibilities apply:

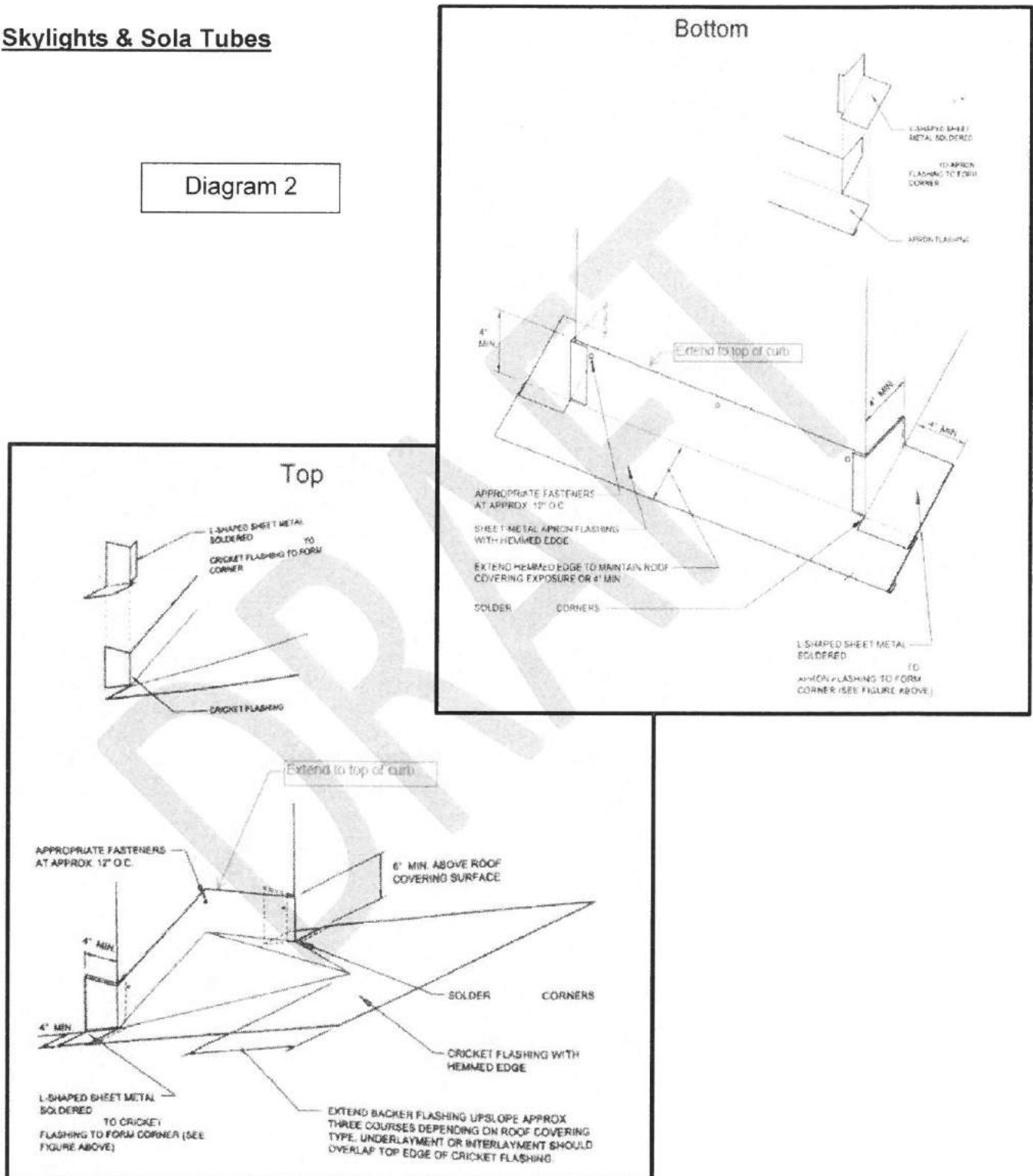
- a) Mutual: The Mutual is responsible for the curbing and flashing since this will normally be changed when the building is reroofed.
- b) Resident: The resident is responsible for the skylight dome, the skylight operating mechanism, the shaft (including painting), and the ceiling grid. (See Diagram 1)

- 1) The skylight curbing shall consist of 2" x 6" framing with a minimum 4" rise above roof sheathing and flashing. (See diagram 2)
- 2) Only curb-mounted skylights shall be allowed in the Mutual. Self-flashing skylights are prohibited.
- 3) Sola Tubes shall be installed in accordance with manufacture specification and responsibility of domes and shaft is the shareholder.



MUTUAL OPERATIONSPHYSICAL PROPERTYSkylights & Sola Tubes

Diagram 2

GLOBAL DRAFT POLICY



MUTUAL OPERATIONS

PHYSICAL PROPERTY

Skylights & Sola Tubes

GLOBAL DRAFT POLICY

MUTUAL ADOPTION

ONE:  
TWO:  
THREE:  
FOUR:  
FIVE:  
SIX:  
SEVEN:  
EIGHT:  
NINE:  
TEN:  
ELEVEN:  
TWELVE:  
FOURTEEN:  
FIFTEEN:  
SIXTEEN:  
SEVENTEEN: N/A