

A G E N D A
REGULAR MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL EIGHT
February 27, 2017 1:30 p.m.
Administration Building, Conference Room A

CALL TO ORDER

SHAREHOLDER COMMENTS – (2-minute limit per shareholder)

ROLL CALL

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 January 27, 2017**

BUILDING INSPECTOR'S REPORT

Mr. Hurtado

UNFINISHED BUSINESS

- a. Ratify Policy 7426.08 – SmartBurners
- b. Ratify Policy 7591.08 – Unmanned Aerial Flight Vehicles(UAV)
- c. Laundry Room Expenses and Income 2016 – Discussion postponed.
(waiting for final SCE expense for 2016)
- d. Review Annual Timeline for Mutual 08 – additions

NEW BUSINESS

- a. Adopt Policy 7110.08 – Board of Directors Code of Ethics and Conduct
- b. Cement Corners – approve allocation \$750.00
- c. Review Policy 7502.08.1 – Vehicle Parking Policy Parking Rules for Mutual Eight
and Policy 7581.08 – Enforcement of Community Traffic Regulations (Approval March 2017)
- d. Adopt Policy 7531.08 – Inspection of Vacant, Unoccupied or Seasonal – Use Units
- e. Mulberry Tree Trimming – Buildings: 199, 200, 179-180, and 180-194
(Approve allocation less than \$5000)
- f. Adopt Mutual 08 – Physicians Letter for Escrow Approval – Stock Transfer Office

STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)

MUTUAL ADMINISTRATION DIRECTOR

Ms. Hopkins

GRF REPRESENTATIVE

Mr. McGuigan

CHIEF FINANCIAL OFFICER'S REPORT

Mrs. Berg

DIRECTOR(S') COMMENTS

ANNOUNCEMENTS

SHAREHOLDER COMMENTS – (2 minute limit per shareholder)

ADJOURNMENT

EXECUTIVE SESSION (member issues, legal)

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

**NEXT MEETING: March 27, 2017 at 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

MUTUAL OPERATIONS**SERVICE MAINTENANCE****DRAFT POLICY FOR ADOPTION****SmartBurners – Mutual Eight**

Under Article 5 of the Occupancy Agreement, “the Member shall not permit or suffer anything to be kept upon said premises which will increase the rate of insurance on the building...” Therefore, in the interest of fire safety, SmartBurners made by Pioneer Technology, shall be installed on all standard Mutual Eight cooktops. Said SmartBurners are replacements for spiral burners. (According to testing done by The Caring Home, a project of Weill Cornell Medical College, while the maximum temperature of the SmartBurner is 662°F, the ignition temperatures for oil, metals, and most common fibers start at 728°F.) <http://www.thiscaringhome.org/products/low-temp-safety-burners.php>>

Under Article 11 of the standard Occupancy Agreement, the Corporation shall provide and pay for all necessary repairs, maintenance and replacements...” of the Member’s dwelling unit, including repairs for maintenance of standard improvements within the interior of the unit. Furthermore, under this Article, the employees of the Corporation shall have the right to enter the dwelling unit of the Member in order to effectuate “necessary repairs, maintenance and replacements...”

If, for any reason, such as remodeling, the shareholder replaces the standard cooktop with a non-standard cooktop, such as a glass top, the full set of four SmartBurners must be returned to Mutual Eight. The shareholder shall be responsible for replacement costs if any of the four SmartBurners are missing. (Under Article 12 of the standard Occupancy Agreement, “the Member shall not, without the written consent of the Corporation, make any structural alterations in the premises or other fixtures connected therewith, or remove any improvements, or fixtures from the premises.”)

Under Article 12, “the Member shall not, without the prior written consent of the Corporation, install or use in or about Member’s dwelling unit any air conditioning equipment, washing machine, or other item which, when installed, would be considered a fixture under California law.”

Shareholders owning or installing a freestanding stove or glass top stove, shall be provided the SmartBurners or another fire safety option to replace the high heat electric burners.

MUTUAL ADOPTION

EIGHT: ***date after 30 posting period***

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****BOARD DRAFT FOR ADOPTION****Unmanned Aerial Flight Vehicles (UAV) – Mutual Eight**

The operation of UAV's on or within Mutual Eight property is prohibited, unless in the best interest of the Mutual and conducted in accordance with a Flight Plan approved by the Mutual President or Authorized Agent.

A Flight Plan would include: Purpose, Location, Date/Time/Duration, UAV's Registration No., Pilot's Name, AMA Membership No. (or other proof of insurance).

Leisure World Security is to be notified prior to commencing operations.

MUTUAL ADOPTION

EIGHT: *date*

(date)

**LAUNDRY ROOM
INCOME AND EXPENSES 2016**

Laundry Room	Total Service Request Order	# of Machines	Repair/Replace	Solar Panel Inverters	Roof Repair	Paid SCE Bill	Coin Income From Laundry Machines
179	21	8	\$939			\$682	
182	4	6	\$108	\$2,074		\$267	
188	10	10	\$674	\$2,149		-\$22	
191	11	6	\$1,462	\$2,810		\$359	
195	9	6	\$537	\$2,074		\$116	
196	11	6	\$1,385	\$0		\$367	
200	12	8	\$431	\$0		\$869	
204	12	6	\$3,797	\$2,810	\$7,900	\$708	
Cleaning Panels				\$1,506			
Dryer			\$914				
<i>Income</i>							\$12,262
TOTALS	90	56	\$10,247	\$13,423	\$7,900	\$3,346	

Mutual 8 Annual Timelines: 2017-2018

July- Budget packet begins

Three meetings in July/August

August- Budget Reviews

Rescind outdated policies

Apartment reviews- safety checks or insurance checks in off years

Begin Tree Trimming Inventory for 2018

September- Budget finalizing

Reschedule December Meeting of BOD

October- Budget Issues

Drain cleaning reviewed

Tree Trimming approved

November- Final Budget/ publication of budget

Gutter Cleaning begins

Drain Cleaning begins

Tree Trimming begins

December- rescheduled meeting

Renew Guest Passes for Stock Transfer Mailings

January- Towing Contract

Extinguisher Contract

February- Insect and Termite Inspection Contract

March-

April- Assessments of short and longterm needs of Mutual

May- Elections

June- First meeting of new Board.

Towing Agreement

Property Tax Postponement

Notice of Intent Forms Review

*****please add contracts and issues from your areas at 2/27/17 meeting *****

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****Organization of Board****Board of Directors Code of Ethics and Conduct**

As members of the **Mutual Eight** Board of Directors (BOD), we recognize the importance of ethical principles that guide our actions. This Code is expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

1. We provide the highest level of service through accurate, unbiased, and courteous actions.
2. We acknowledge our duty of loyalty to the **Mutual Eight Board of Directors (BOD)** by adhering to the rules of confidentiality relating to director, staff or shareholder/member discipline or any litigation. **This duty survives a Director's term in office.**
3. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees.
4. We shall disclose to the **Mutual Eight** BOD, financial or personal conflicts of interest relating to the business of the Mutual and the BOD. They will recuse themselves and abstain from voting on any issue where there may be a reasonable expectation of a conflict of interest. (Civil Code 5350)
5. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of our shareholder/members.
6. We shall perform their fiduciary duties by acting in good faith to promote the best interests of the **Mutual Eight** through reasonable inquiry and investigation. (Civil Code 7231-Business Judgment Rule).
7. All Directors acknowledge their obligation to support decisions made by a majority of the BOD. (Davis-Stirling ...)

DIRECTOR(S) CENSURE

When the actions of one or more **Mutual Eight** Board of Directors (BOD) fail to follow the precepts of the Code of Ethics and Conduct (Policy 7110.08) other members of the BOD may act to censure that person or persons.

1. DIRECTOR CENSURE

- 1.1. A censure is the process by which the **Mutual Eight** BOD, acting by a two-thirds majority vote, can reprimand or condemn the actions of a fellow member in the event that the member:

- 1.1.1. Acts unilaterally;

(draft created on 2/22/17 ka)

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****Organization of Board****Board of Directors Code of Ethics and Conduct**

- 1.1.2. Discloses confidential information;
- 1.1.3. Fails to attend three consecutive months of regularly scheduled BOD meetings without prior notice, and based on a reasonably unavoidable situation, as determined in the Board's sole discretion, such as a medical condition, personal emergency, etc.;
- 1.1.4. Fails to act in a way that respects others;
- 1.1.5. Creates a hostile environment including acting disruptively;
- 1.1.6. Fails to support decisions made by a majority of the BOD;
- 1.1.7. Fails to comply with the law, governing documents, policies or procedures of the **Mutual Eight**; or
- 1.1.8. In the event of an act or omission that creates a threat to any individual, the **Mutual Eight** or the community.
- 1.2. The following steps will be used to censure a director. All proceedings related to a censure shall be conducted in a closed, executive session meeting.
- 1.3. The Director(s) subject to the censure may not elect to have the proceedings conducted in an open, public session.

2. MOTION TO CENSURE

- 2.1 A "Motion to Censure" form must be filed using the form in Policy 7110.08 A. It must include a second signature from a director clearly in agreement and be turned in to the President for presentation at a special executive session, closed meeting of the full BOD. If the censure involves the President, it will be turned in to the Vice President for presentation at a special executive session, closed meeting of the full BOD.
- 2.2 If the Presiding Officer elects not to place the motion on the agenda of a special executive session meeting of the BOD, two members may request a special executive session meeting of the BOD.
- 2.3 A director subject to censure shall be provided with at least ten (10) business days prior notice of the censure including the reason for the censure and the date, time and location of the meeting where censure will be considered. A copy of the "Motion to Censure" form will also be included. Notification shall be sent by Certified U.S. Mail through the Executive Director's office. The President or Presiding Officer will also contact the Director directly.

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****Organization of Board****Board of Directors Code of Ethics and Conduct**

- 2.4 The BOD shall be provided at least five (5) days advance written notice of the special executive session of the full BOD regarding the “Motion to Censure”, which shall include a copy of the submitted form. Notification shall be sent by the U.S. Mail through the Executive Director's office to all BOD members with the addition of an email notification containing the date, time and location of the meeting.
- 2.5 A director subject to censure may provide a written response to all BOD members no later than two (2) business days prior to the meeting. The director shall also be provided an opportunity to respond to the reason for censure at the meeting.
- 2.6 The censure motion may be debated and following the debate the BOD may take one of the following actions:
 - 2.1.1. Postpone the motion by a simple majority for any reason, including, but not limited to, the desire of the majority to gather additional information and/or permit the director to respond further. (Policy 5601.1)
 - 2.1.2. Approve the motion by a two-thirds (2/3) majority of a quorum of the non-offending directors; or
 - 2.1.3. Defeat the motion
- 2.7 Written notice of the BOD's decision shall be sent by Certified U.S. Mail to the named member(s) no more than 15 business days following the meeting.

3. ENFORCEMENT PROCEDURES

- 3.1. If the “Motion to Censure” is passed, the non-offending BOD members may choose one or more of the following actions:
 - 3.1.1 WARNING/EDUCATION
 - 3.1.2 REMOVAL FROM OFFICE OR CHAIR
 - 3.1.3 REMOVAL FROM COMMITTEE
 - 3.1.4 REQUEST FOR RESIGNATION
- 3.2. For offenses relating to the disclosure of confidential or sensitive information, upon a vote of two-thirds (2/3) of the majority of the quorum of the non-offending BOD members, the offender may be prevented access to confidential information.

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****Organization of Board****Board of Directors Code of Ethics and Conduct**

- 3.3. If at any time a Director commits a crime or subjects the Foundation to financial risk, that Director shall be subjected to legal action by the Foundation. This may include removal from **Mutual Eight** Liability coverage.
- 3.4. Censure remains in effect until the next annual meeting.

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****Organization of Board****Board of Directors Code of Ethics and Conduct****MOTION TO CENSURE**

Date of request _____

I, _____ wish to file

Print Name

Director Signature

Mutual

a formal motion Censure of _____
Director nameFor the following reason(s):

_____**THE MOTION IS SECONDED BY:**_____
Print Name

Mutual

Signature**DATE OF SUBMISSION TO:**_____
Officer Name and Title_____
SignatureNext Special Executive Session of full BOD: _____
Date, Time and Location

This form will be given to the Director subject to possible censure. Directors requesting censure receives copies of this form.

Date Certified Mail Sent _____ By _____ Date Given _____ By _____

Mutual
EIGHT**Adoption**

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Enforcement of Community Traffic Regulations****1 ENFORCEMENT ON TRUST AND GRF PROPERTY**

- 1.1 The Mutual Board respects the right and responsibility of the Golden Rain Foundation (GRF) to adopt and reasonably and equitably enforce all aspects of COMMUNITY OPERATIONS Policy 1920 – Traffic Rules and Regulations and Policy 1927 for all “Residents” and “Visitors” on any Trust property or property owned by the Golden Rain Foundation in its own name. Further, the Mutual welcomes GRF to follow individuals onto Mutual property to cite them for infractions that occur on GRF property as described above.
- 1.2 The Mutual Board would appreciate notification of but does not accept responsibility for infractions committed by Mutual Eight shareholders and/or their “Visitors” that occur on GRF property.

2 ENFORCEMENT ON MUTUAL PROPERTY

- 2.1 The Mutual Board concurs with the Traffic Rules and Regulations as stated in GRF Policy 1920 adopted by the GRF April 15, 2008, with the following exceptions and amendments when vehicles are on property owned by the Mutual Corporation.
 - 2.1.1 The Mutual appreciates notification of citations for infractions that occur within the Mutual. ~~However~~ Enforcement measures will be determined and carried out by the Mutual Board **on infractions not covered by Policy 7502.08.1 Adoption of GRF Policy 1927-37 Fines for Parked Vehicles – Mutual 8.**
 - ~~2.1.2~~ Section 7.3.1 – This Trust street parking with the flow of traffic requirement applies to Mutual Eight parking around carport driveways.
 - 2.1.2.1 ~~Section 7.8 – In addition to monitoring and citing violations of Mutual Policy 7502.08, the Mutual requests citations for infractions described in Mutual Policies 7506 and 7506.1.~~
 - 2.1.3 GRF permitted RV parking described in Sections 7.12.1 and 7.12.2 is not permitted in the Mutual.

(Draft created on 2/22/17 ka)

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Enforcement of Community Traffic Regulations**

- 2.1.4 Section 8.4.1 – Sidewalk and walkway use of gasoline-powered vehicles is not permitted in the Mutual with the same exceptions as Policy 1920, Section 8.4.1
- 2.1.5 The Mutual does not concur with GRF Policy 1920, Section 12.0 Towing Policy (see Policy 7582 – Towing Vehicles).
- 2.2 **The Mutual adopts Policy 1927-37 PARKING RULES FOR TRUST POLICY as they apply to Mutual 8 property. (See Policy 7502.08.1 Adoption of GRF Policy 1927-37 Fines for Parked Vehicles – Mutual 8.)**

MUTUAL**ADOPTION****AMENDMENTS**

EIGHT:

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 Fines for Parked VehiclesVEHICLE PARKING POLICY PARKING RULES FOR MUTUAL EIGHT PROPERTY

The following Parking Rules are applicable to all persons controlling or operating vehicles on any MUTUAL EIGHT PROPERTY.

Shareholder/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 rules when appropriate, such as maintenance or security vehicles assisting first responders or providing services to a shareholder/member unit.

1 PREFACE

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

2 DEFINITIONS . Words appearing in ALL CAPITAL LETTERS are defined in this section.**2.1 ALTERNATIVE DISPUTE RESOLUTIONS (ADR)**

- 2.1.1 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

- 2.2.1 A defined parking location that has been designated for the use of a specific individual.**

2.3 BICYCLE/TRICYCLE

- 2.3.1 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.**

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles****2.4 CAREGIVER**

2.4.1 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:

2.5.1 Larger than one (1) ton carry weight;

2.5.2 Bears 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 passengers.

2.6 DUE PROCESS

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

2.7 ELECTRIC BICYCLE

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles**

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

2.8 GOLF CART

- 2.8.1 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)

- 2.9.1 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

- 2.10.1 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

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

2.12 MOTORCYCLE

- 2.12.1 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

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles**

- 2.13.1 A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered with the Department of Motor Vehicles (DMV).

2.14 NON-RESIDENT

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

2.15 PARKING PERMIT BINDER

- 2.15.1 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) (Not applicable to MUTUAL EIGHT)**2.17 PEDESTRIAN**

- 2.17.1 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 3.10 – 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;

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles**

- 2.18.4 Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5 UNAUTHORIZED VEHICLE: Use or parking of a motor vehicle without consent of MUTUAL EIGHT or GRF;
- 2.18.6 UNREGISTERED VEHICLE: no current valid State registration; or
- 2.18.7 Vehicle designed to carry 12 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)

- 2.19.1 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

- 2.20.1 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)

- 2.21.1 A written notification of a violation of MUTUAL EIGHT parking policies placed on the violating vehicle. This information is forwarded to the mutual president.

2.22 TRUST PROPERTY

- 2.22.1 All land operated by the GRF on behalf of the Mutuals

2.23 TRUST STREETS

- 2.23.1 Streets with names.

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 Fines for Parked Vehicles**2.24 UNASSIGNED PARKING**

2.24.1 Not an ASSIGNED PARKING space.

2.25 UNAUTHORIZED VEHICLE.

2.25.1 A vehicle not permitted to be on MUTUAL EIGHT PROPERTY.

2.26 VEHICLE USED FOR RECREATION (VUFR)

2.26.1 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 MUTUAL EIGHT PROPERTY.

3.1.2 At no time, shall any vehicle be parked on MUTUAL EIGHT 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 MUTUAL EIGHT – 7582 Towing Policy .

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 the dashboard of the vehicle or on the king pin of a fifth wheel or the tongue of a trailer:

3.2.2.1 Shareholder/member for use on rental or new vehicle;

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 Fines for Parked Vehicles

3.2.2.2 Guest or employee of Shareholder/Member;

3.2.2.3 Overnight Parking Permit at request of Shareholder/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 EIGHT 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 MUTUAL EIGHT – 7582 Towing Policy.

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 passenger side wheels within 18 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

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles**

facilities or equipment.

- 3.3.6.3 Any vehicle without proof of current valid State registration may not be parked on MUTUAL EIGHT PROPERTY at any time.
- 3.3.6.4 Any vehicles without a Seal Beach Leisure World decal on windshield or a pass may not be parked on MUTUAL EIGHT PROPERTY.
- 3.3.6.5 Trailers not connected to a vehicle are not permitted to be parked on MUTUAL EIGHT PROPERTY. Such trailers may be parked in the Permit section at Clubhouse 4 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 EIGHT PROPERTY without Security Department authorization.
- 3.3.6.7 Vehicles in violation are subject to immediate tow away at owner's expense. See MUTUAL EIGHT – 7582 Towing Policy.

3.4 PARKING ZONES

- 3.4.1 Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. See MUTUAL EIGHT – 7582 Towing Policy.
 - 3.4.1.1 Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 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.
 - 3.4.1.3 Bus Stops: No person shall park or leave standing any vehicle within the red zone marked to provide for

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 Fines for Parked Vehiclesloading and unloading of buses.

3.4.1.4 Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 feet of the mail box. (not applicable to MUTUAL EIGHT)

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 minutes.

3.4.5 Yellow Zone: Commercial vehicle loading and unloading only: 30 minutes. (not applicable to MUTUAL EIGHT)

3.4.6 Unpainted: Parking is permitted up to 96 hours, unless otherwise restricted.

3.5 RESIDENT'S PARKING

3.5.1 A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 96 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 MUTUAL EIGHT – 7582 Towing Policy)

MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles****3.7 CAREGIVER PARKING**

- 3.7.1 A CAREGIVER may park on MUTUAL EIGHT PROPERTY only when a copy of the CAREGIVER parking pass is displayed on the dashboard of the vehicle.
- 3.7.2 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 or grass.
- 3.8.2 Contractor and service vehicles, shall not be parked on MUTUAL EIGHT PROPERTY overnight without a permit. Personal vehicles driven by workers are not eligible for overnight passes.

3.9 OVERNIGHT PARKING PERMITS

- 3.9.1 RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal. An Overnight Parking Permit for a resident may be issued only when decal issue is pending.
- 3.9.2 Overnight parking of COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its residents, are not permitted without an Overnight Parking Permit issued by the Security Department.
- 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 MUTUAL EIGHT PROPERTY at any time between the hours of 11:00 p.m. and 6:00 a.m. unless otherwise addressed in this policy:

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- 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 EIGHT PROPERTY only when meeting all of the following conditions:
 - 3.10.1 RV parked on MUTUAL EIGHT PROPERTY MUST have Security Department issued decal or a Parking Permit.
 - 3.10.2 RV or VUFR is parked up to 48 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

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RV or VUFR at any time.

3.11 “FOR SALE” SIGNS

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

3.12 REPAIRS

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

3.13 WASHING

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

3.13.2 EXCEPTION. NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on MUTUAL EIGHT or TRUST PROPERTY.

4 TRUST PROPERTY PARKING AREAS (not applicable to MUTUAL EIGHT)**5 BICYCLES/TRICYCLES**

5.1 BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. MUTUAL EIGHT is not liable for damaged, lost or stolen property.

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

5.3 Parking on a sidewalk is prohibited.

6 TOWING. See MUTUAL EIGHT policy 7582 TOWING VEHICLES.

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- 7 DUE PROCESS. See MUTUAL EIGHT policy 7585 GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES.

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MUTUAL OPERATIONS**DRAFT – MUTUAL EIGHT****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles****FINES FOR GRF PARKING RULES VIOLATIONS ON MUTUAL PROPERTY**

Violation	1st	2nd and Subsequent
1. Assigned Parking Space	Warning	20.00
2. Blocking Crosswalk (not applicable to MUTUAL EIGHT)	20.00	25.00
3. Expired or Invalid State Vehicle Registration	Fix-It	50.00
4. Flat Tires	Fix-It	25.00
5. "For Sale" sign on Vehicle	Warning	20.00
6. Handicapped Parking without Placard or Handicap I.D. Displayed	100.00*	200.00
7. Hazardous Materials Leaking	50.00	50.00
8. Limited Time Parking	Warning	20.00
9. Maintenance or Repair	Warning	25.00
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	Warning	20.00
11. Parked on Sidewalk or Grass (EXCEPTION: Day guests' bikes, trikes, golf carts and scooters may park on the grass during the day except on mow day or when other turf maintenance is performed.)	20.00	25.00
12. RED ZONE: Bus Stop	20.00	25.00
13. RED ZONE: Fire Hydrant	Towed	Towed
14. RED ZONE: Mail Box (not applicable to MUTUAL EIGHT)	20.00	25.00
15. RV or VUFR - Generator Running 8pm – 8am	Warning	50.00
16. RV or VUFR - Jack Support: None or Inadequate	50.00	50.00

(Draft created on 2/22/17 ka)

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17. RV or VUFR Parked Over 48 Hours in Mutual	Warning	40.00
18. Washing any vehicle on Mutual Property (use GRF Car Wash areas)	Warning	20.00
19. Washing a Non-resident Vehicle at Car Wash (not applicable to MUTUAL EIGHT)	Warning	20.00

*** Fine will be waived on first offense if placard and paperwork is presented that was current at time of Citation.**

Fines will be imposed by the Golden Rain Foundation with proceeds going to MUTUAL EIGHT.

To request a hearing for GRF NOTICE OF PARKING VIOLATION on MUTUAL EIGHT property that includes a fine, contact Mutual Administration (562) 431-6586 Ext. 374. Hearings will be scheduled and conducted per MUTUAL EIGHT Policy 7585 Governing Documents Compliance, Corrective Measures and Fines.

Should a shareholder fined per Policy 7585 have a GRF fine citation placed on that vehicle for the same offense on the same day, the Mutual fine will be waived for that day only.

Any violation of MUTUAL EIGHT Policy 7502.08 Carport Regulations and Common Area Traffic Policy-MUTUAL EIGHT not covered by this policy will be handled by MUTUAL EIGHT according to Policy 7585 with notification assistance from Mutual Administration. Resident shareholders, including Directors may report violations to Security, Mutual Administration or the Board.

MUTUAL ADOPTION

EIGHT

MUTUAL OPERATIONS**DRAFT-MUTUAL EIGHT****RESIDENT REGULATIONS****Inspection of Vacant, Unoccupied or Occasional-Use Units**

Any vacant, unoccupied or occasionally used unit in Mutual Eight shall be inspected every 90 days by a Physical Property Inspector **or his/her designate** and the Mutual director assigned to the respective building. Inspections shall be conducted during the months of January, April, July and October. The inspection in October may be waived during the years that the Fire/Safety Inspection is conducted. **There will be a maintenance/inspection charge for Vacant, Unoccupied or Occasional use Units. The billing will be at a Service Request Order (SRO) rate in increments of fifteen (15) minutes.**

The Mutual director shall provide a list of vacant, unoccupied or occasional-use units to the Physical Property Inspector **or his/her designate** and set an appointment with the inspector for the inspection. Mutual Directors are encouraged to talk to Building Captains to update the list of units to be inspected.

The inspection of vacant units for sale will not be posted. The inspection for unoccupied and occasional-use units will be posted at least 24 hours prior to the inspection. Letters for posting are available through the Physical Property Office.

During the inspection, if any violations are found that are the responsibility of the shareholder, the shareholder must affect the repairs, maintenance or replacements as needed within the time frame specified. In accordance with the Occupancy Agreement, Section 11(c), Repairs, if the shareholder fails to effect the repairs, maintenance or replacements in a manner satisfactory to the Mutual, the Mutual may do so and add the cost **per Service Order Request.**

MUTUAL**ADOPTION**

EIGHT

27 Feb 17

SEAL BEACH LEISURE WORLD
An Active Adult Community

To: Prospective Purchaser:

Seal Beach Leisure World is an **Active Adult Community** offering the best in co-op and condominium housing for persons fifty-five years of age or older. Active adult housing should not to be confused with an assisted living or a skilled nursing facility.

Active Adult Community: *Persons who purchase the right to reside in a Mutual apartment or condominium: (1) Direct their own lives: (2) Be independent and (3) Be able to handle their own affairs.* You can be as active as you choose to be.

In accordance with Mutual Policy 7510, Eligibility Requirements, item (3), prospective applicants for ownership and residency should have reasonably good health for a person of his or her age and be able to live independently as evidenced in the form of a letter provided by the applicant's physician on the physician's letterhead which includes National Provider Identification (NPI).

Reasonably good health may be described in part as an applicant's ability to:

- ___ **Dress self with weather appropriate clothing**
- ___ **Maintain a clean, safe, living environment**
- ___ **Bathe (shower) & maintain personal hygiene**
- ___ **Shop, prepare meals, or eat out**
- ___ **Medicate self when necessary**
- ___ **Take care of personal finances**

If physician declares patient can comply with each of the above conditions the Mutual will consider this as part of the qualification for residency in the community.

If you have any question please call Seal Beach Leisure World, Stock Transfer Office at: (562) 431-6586, ex. 346, 347 or 348 for assistance.

Notwithstanding any of the forgoing, both federal and California law prohibits, among other things, discrimination against people with disabilities, and nothing herein shall be construed to prevent a Prospective Purchaser with a disability otherwise qualifying for membership.

I have read this letter and I understand that Seal Beach Leisure World is an: **Active Adult Community:**

Prospective Purchaser Signature _____ **Date** _____

Note: Only one purchaser per page will be accepted

SEAL BEACH LEISURE WORLD
An Active Adult Community

To: Providing Physician

Patient: _____

Seal Beach Leisure World is an **"Active Adult Community"** offering the best in co-op and condominium housing for persons fifty-five years of age or older. Active adult housing should not to be confused with an assisted living or a skilled nursing facility.

Active Adult Community: *Persons who purchase the right to reside in a Mutual apartment or condominium: (1) Direct their own lives; 2) Are independent and 3) Must be able to handle their own affairs.*

In accordance with Mutual Policy 7510, Eligibility Requirements, item (3), "prospective applicants for ownership and residency should have reasonably good health for a person of his or her age and be able to live independently as evidenced in the form of a letter provided by the applicant's treating physician on the physician's letterhead stationery. (Including National Provider Identification (NPI)).

Reasonably good health may be described in part as an applicant's ability to: (Please check)

- ___ Dress self with weather appropriate clothing
- ___ Maintain a clean, safe, living environment
- ___ Bathe (shower) & maintain personal hygiene
- ___ Shop, prepare meals, or eat out.
- ___ Medicate self when necessary
- ___ Take care of personal finances

If physician declares patient can comply with each of the above conditions, the Mutual will consider this as part of the qualification for residency in the community.

If you have any question please call Seal Beach Leisure World, Stock Transfer Office at: (562) 431-6586, ex. 346, 347 or 348 for assistance.

Notwithstanding any of the forgoing, both federal and California law prohibits, among other things, discrimination against people with disabilities, and nothing herein shall be construed to prevent a Prospective Purchaser with a disability otherwise qualifying for membership.

I understand that Seal Beach Leisure World is an **Active Adult Community**.

Providing Physician's Signature _____ NPI# _____ Date _____

Note: Only one patient per page will be accepted

Please Attach Your Patient's Letter of Eligibility on letterhead with NPI.

DRAFT