

A G E N D A
REGULAR MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL EIGHT
June 26, 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 April 24, 2017**
Special Meeting of April 5, 2017 (pages 3-7)
Special Meeting of May 8, 2017 (pages 8-12)
Organizational Meeting of May 22, 2017 (page 13)

BUILDING INSPECTOR'S REPORT (pages 14-15)

Mr. Hurtado

UNFINISHED BUSINESS

- a. Ratify adopted/posted Policy 7581.08 – Enforcement of Community Traffic Regulations (pages 16-17)
- b. Ratify adopted/posted Policy 7585.08 – Governing Documents Compliance Corrective Measures and Fines (pages 18-20)
- c. Ratify adopted/posted Policy 7502.08.1 – Adoption of GRF Policy 1927-37 Fines for Parked Vehicles (pages 21-35)
- d. Ratify adopted/posted 7549.08 – Lockout Procedures (pages 36-37)
- e. Ratify amended /posted 7531.08 – Inspection of Vacant, Unoccupied or Occasional – Use Units (page 38)
- f. Fenn Pest Control/Termite proposal (page 39)

NEW BUSINESS

- a. Resolution/Discussion: Active Living Disclosure (ALD) (pages 40-43)
 - 1. Amend Policy 7020 – Approval of Escrow to remove or keep doctors note; if ALD passes-amend Policy 7020 by removing the 2nd paragraph as it has wording requiring the physician's note (page 44)
 - 2. Amend Policy 7510.08 – Eligibility Requirements to remove or keep doctors note; if ALD passes amend Policy 7510.08 by removing section 3 Health statement (pages 45-47)
- b. Discuss proposed amendment to Policy 7510 – Eligibility Requirements as presented at Presidents' Council (pages 48-50)
- c. LED Lighting (page 51)
- d. Discussion- Electrical box inspections in Laundry Rooms/replace with GFCI outlets
- e. Discussion- 2018 Budget Planning Projects (page 52)
- f. Discussion- CERT and Defibrillator training; should the Mutual pay for certification for shareholders
- g. ByLaws review
- h. New Director Assignments: Buildings, Laundry Rooms, Carports
- i. Discussion- to hire Urban Crossroads to complete a traffic study on Mutual Property
- j. Accept Tree Survey Report, of May 2017 by SALCO, Frank Spina, Arborist

NEW BUSINESS (continued)

- k. Discussion amend Policy 7406.08 – Exclusive Private use of Common Property by Shareholders/ Rescind Policy 7406 – Encroachment onto Common Areas for Exclusive Private Use of Shareholder (pages 53-60)
- l. Donation to Y's Men for picking up large trash items, and electronics at Carports 93, 96, 103, etc
- m. Notice of Intent to Withdraw resolution (page 61)
- n. Occupancy Agreement Article 23 Late Charges/Cost
- o. Resolution to maintain procedure per Policy 7510 and Stock Transfer Office (page 62)
- p. Shower cut-downs CivicStone (page 63)
- q. Emergency Services Report and Appointments

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: July 24, 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

ka:6/19/17

Solar Workshop Session Mutual 8

April 5, 2017

Shareholders and Mutual 08 Board of Directors

10-11:15AM Building 5 Conference Room #C

The meeting was called to order shortly after 10 AM with John Allen, sales from AMECO, Patrick Redgate, owner of AMECO, our solar provider, the Board of Directors of Mutual 08, residents from MU02 and a Director from MU17, Michael Chang, shareholder, KC Park, shareholder, George Hurtado, Physical Property Inspector, Mark Weaver, Facilities Director, GRF and Clarence Fuqua, former Director who supplied historical context for our current system. Clarence explained that the existing solar panels had a warranty of 20 years and that the inverters had a warranty of 5 years. They were installed by 2005. AMECO pointed out they are not able to service the warranty with replacement inverters as replacement parts are becoming not available to USA standards. The National Electric Code requires 'arc faulty detectors' in any converter as of January , 2017. AMECO does not want to be liable if any inverter causes a fire from that date forward. The inverters are no longer manufactured and are rebuilt from all over the world. We have 6 original inverters out of the 16 operational in MU08 Laundry Rooms. It was also pointed out that MU08 has entered into a Federal Court 'settlement agreement' with British Petroleum who manufactured the panels on the roofs. There were excessive failure rates on the BP panels and

we petitioned for inspections and replacements if found deficient. We have not heard from the Court Administrators. Our panels appear to be working well according to our Southern California Edison bills.

In 2020, we are scheduled to begin replacing roofs in Mutual 8. Since the solar panels are on the residential roofs, we are looking at all parts of implementation/maintenance. Current prices for roofs are \$75,000.00 per building. We are on track with our reserves for this effort. Re-piping water lines is estimated at \$40,000.00 per building. This does not include replacing water lines into apartments which is about \$5,000.00 a unit. We estimate our reserves for roofing and re-piping are going to be adequate by implementation time.

Existing solar panels were installed in 2005 and we estimate they have saved money in Edison bills. There are no data driven reports on this matter; our bills are just lower than other mutuals. The original cost after rebates was around \$228,000 in 2004-2005.

Our existing system consists of 8 Laundry Rooms, 324 solar panels and 16 inverters. We have the old inverters which do not allow us to draw current during the day if SCE systems are not working. The newer models with new panels do have this feature.

New solar power systems require 'arc detection' equipment because short circuits can develop in the wiring of the solar panels that can start a fire. State of the art inverters automatically shut the system down before they cause a fire. Our system does not have this capability. Our panels degrade about 1% a year, according to AMECO. New panels incorporate redundant circuitry that are less prone to failure and do not lose as much power when temporarily shaded.

AMECO recommended any of four new systems to replace our existing system. Panasonic Solar Edge is the most efficient at \$196,092.00. Hyundai Solar Edge is the cheapest at \$163,980.00. Both systems have online monitoring but in the advent of a power failure, we could not access the power directly from the panels. SMA (Sunnyboy) costs \$207,252.00 with the Panasonic equipped SMA costs \$175,140.00. SMA has the feature of providing enough direct 120 volt power to operate a few lights, a small refrigerator, some battery charging for phones, etc. in the event of a SCE power failure. This ability to utilize some power from the panels without SCE functioning is of great interest to our emergency preparedness efforts.

AMECO states they have roofers with experience in coordinating installations on 'residential' roofs. They are not approved with GRF at this time.

Meeting adjourned at 11:15 AM.

ADJOURNMENT

There being no further business to conduct, President Thompson adjourned the meeting at 11:15 a.m.

Attest, Camille Thompson, President
SEAL BEACH MUTUAL EIGHT

Solar Electric Systems
Mutual 8 Common Areas
Lighting & Laundries
Presented to
Camille Thompson, President
April 5th, 2017

Module	Panasonic	Panasonic		Hyundai	Hyundai	
Inverter	SolarEdge	SMA		SolarEdge	SMA	
Size kW	6.175	6.175		6.035	6.035	
Building						
179	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
182	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
188 a	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
188 b	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
191	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
195	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
196	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
200	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
204	\$ 21,788	\$ 23,028		\$ 18,220	\$19,460	
Total Cost	\$196,092	\$ 207,252		\$ 163,980	\$175,140	

Warranties: Modules 25 years
Inverters 20 years

* - System has
outlet for offshore
voltage when
SCE goes
down.

- Solar Edge Inverters provide online (by cellular) monitoring 12 year contract
- SMA will possess a standalone emergency power but onsite monitoring only
- Removing old panels and associated mounting hardware will add \$480 to the cost of each system
- A 3.5% discount will be applied if five buildings or more are converted

**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL EIGHT
May 8, 2017**

The Special Meeting of the Board of Directors of Seal Beach Mutual Eight was called to order by President Thompson at 10:01 a.m. on Monday, May 8, 2017, in Building Five, Conference Room C.

ROLL CALL

Present: President Thompson, Vice President/CFO Berg, Secretary Curtin and Directors Kline and Winslow

Absent: Advisory Director Tupas

Guests: Three Mutual Eight shareholders

Staff: Ms. Hopkins, Mutual Administration Director (10:06 a.m.)
Mrs. Aquino, Recording Secretary

INTRODUCTION

President Thompson welcomed the staff and guests to the meeting.

SHAREHOLDER COMMENTS

One shareholder made a comment.

EMERGENCY AGENDA ITEM

Following a discussion, and upon a MOTION duly made by President Thompson and seconded by Director Kline, it was

RESOLVED, To amend today's Special Meeting agenda of May 8, 2017, by adding tree removal.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Director Kline and seconded by Vice President/CFO Berg, it was

RESOLVED, To approve the removal of the dying Liquid Amber tree by John's Landscape at Unit 181-K, at a cost not to exceed \$1,200.

The MOTION passed.

UNFINISHED BUSINESS

Following a discussion, and upon a MOTION duly made by Vice President/CFO Berg and seconded by Director Kline, it was

RESOLVED, To ratify adopted/posted Policy 7531.08 – Inspection of Vacant, Unoccupied or Occasional-Use Units.

The MOTION passed.

UNFINISHED BUSINESS (continued)

Following a discussion, and upon a MOTION duly made by Vice President/CFO Berg and seconded by Director Kline, it was

RESOLVED, To ratify rescinded/posted
Policy 7512 – Guarantor Agreement Form.

The MOTION passed.

NEW BUSINESS

Following a discussion, and upon a MOTION duly made by Vice President/CFO Berg and seconded by Director Kline, it was

RESOLVED, To adopt Policy 7549.08 –
Lockout Procedures on a preliminary basis
until the 30-day posting period is completed.

The MOTION passed with 4 “yes” votes, (Thompson, Berg, Curtin and Kline) and 1 “no” vote (Winslow).

DIRECTORS COMMENTS

Several Directors made comments.

SHAREHOLDER COMMENTS

No shareholder comments were made.

ADJOURNMENT

There being no further business to conduct, President Thompson adjourned the meeting at 11:04 a.m. and announced an Executive Session would follow to discuss member issues.

Attest, Dan Curtin, Secretary
SEAL BEACH MUTUAL EIGHT
ka:5/09/17 Attachments

(These are tentative minutes, subject to approval by the Board of Directors at the next Regular Board of Directors Meeting.)

NEXT MEETING: ANNUAL SHAREHOLDERS' MEETING
MONDAY MAY 22, 2017 AT 10:00 A.M. CLUBHOUSE 4

NEXT REGULAR BOARD MEETING: JUNE 26, 2017, AT
1:30 P.M. IN THE 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

**RESOLUTIONS IN THE SPECIAL
MEETING OF MAY 8, 2017**

- 5/8/17 RESOLVED, To amend today's Special Meeting agenda of May 8, 2017, by adding tree removal.
- RESOLVED, To approve the removal of the dying Liquid Amber tree by John's Landscape at Unit 181-K, at a cost not to exceed \$1,200.
- RESOLVED, To ratify adopted/posted Policy 7531.08 – Inspection of Vacant, Unoccupied or Occasional-Use Units.
- RESOLVED, To ratify rescinded/posted Policy 7512 – Guarantor Agreement Form.
- RESOLVED, To adopt Policy 7549.08 – Lockout Procedures on a preliminary basis until the 30-day posting period is completed.

**MINUTES OF THE ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL EIGHT
May 22, 2017**

The Organizational Meeting of the newly-elected Board of Directors of Seal Beach Mutual Eight was held, following the Annual Shareholders' Meeting, in Clubhouse 4. Ms. Hopkins, acting as Chairperson, called the meeting to order at 10:49 a.m. She stated the purpose of the meeting was to elect the officers of the Corporation for the 2017-2018 term of office and to ascertain the place, date, and time of the Board of Directors' Regular Monthly Meeting.

Those Directors present were: Ruth Berg, Keechul Park, Ron Kline, Camille Thompson, and Richard Winslow. Also present were Mutual Administration Director Jodi Hopkins, and Recording Secretary Aquino.

Ms. Hopkins opened the nominations for the office of President. Mr. Winslow nominated Ms. Thompson for President. There being no further nominations, Ms. Thompson was elected to the office of President for the 2017-2018 term of office.

The chair was turned over to newly-elected President Thompson, who then called for nominations for Vice President. Ms. Thompson nominated Ms. Berg for Vice President. There being no further nominations, Ms. Berg was elected to the office of Vice President for the 2017-2018 term of office.

Ms. Thompson then called for nominations for Secretary. Ms. Thompson nominated Mr. Park for Secretary. There being no further nominations, Mr. Park was elected to the office of Secretary for the 2017-2018 term of office.

Ms. Thompson then called for nominations for CFO. Mr. Winslow nominated Ms. Berg for Chief Financial Officer. There being no further nominations, Ms. Berg was elected to the office of Chief Financial Officer for the 2017-2018 term of office.

Ms. Thompson said that the minutes of the 2016 Organizational Meeting have already been approved.

Ms. Thompson said Ms. Berg will be in charge of all financial matters, Mr. Winslow will be the Physical Property Coordinator, and Mr. Kline will be the Landscaping Coordinator.

The Board discussed the monthly meeting location, day, and time. Upon a MOTION duly made by Ms. Berg and seconded by Mr. Winslow, it was

RESOLVED, That Mutual Eight will continue to meet on the fourth
Monday of each month at 1:30 p.m. in the Administration Building
Conference Room A.

The MOTION passed.

There being no further business, the meeting was adjourned at 10:56 a.m.



Attest, Keechul Park, Secretary
SEAL BEACH MUTUAL EIGHT

ka: 5/22/17

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **(08) EIGHT**

INSPECTOR: **George Hurtado**

MUTUAL BOARD MEETING DATE: **June 26, 2017**

PERMIT ACTIVITY							
UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT ISSUE	COMP. DATE	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENTS
197G	heatpump	yes	03/16/17	05/25/17	no		Shik Builders
179B	bath counter ,backsplash	yes	3/2*/17	05/31/17	no		Konrad
186F	walkin closet, flooring	yes	03/29/17	11/15/17	no		LW Décor
182D	heatpump	yes	04/03/17	07/15/17	no		Greenwood
199I	heat pump	yes	04/24/17	06/03/17	no		Alpine
189B	heat pump	yes	04/24/17	06/01/17	no		Alpine
184K	400sq.ft. remodel,bath,kitchen	yes	03/30/17	09/25/17	no		Kang
194K	patio concrete	yes	04/27/17	05/20/17	no		Jurado
191D	can lights	yes	05/08/17	06/30/17	no		Bergkvist
203I	deco blocks, screen door	yes	05/11/17	06/30/17	no		Bergkvist
186A	skylight	yes	05/19/17	06/30/17	no		Skylights Plus
181I	abatement	yes	05/11/17	06/20/17	no		Universal
197D	carport cabinet	yes	05/24/17	07/05/17	no		Handyman
197G	carport cabinet	yes	05/24/17	06/05/17	no		Handyman
197E	carport cabinet	yes	05/24/17	07/05/17	no		Handyman
189F	ADA shower	yes	05/24/17	07/06/17	no		Nu kote
191C	ADA shower	yes	06/01/17	07/15/17	no		Nu Kote
186C	windows	yes	05/31/17	07/31/17	no		Los Al Builders
198K	carport cabinet	yes	06/14/17	07/25/17	no		Handyman
198A	carport cabinet	yes	06/14/17	07/25/17	no		handyman
184L	cabinets, counters, shower	yes	06/19/17	06/30/17	no		Ogan
181D	dishwasher	yes	06/13/17	08/24/17	no		Ogan
189D	heat pump	yes	06/12/17	09/30/17	no		Greenwood
198G	drop beam, bedroom remodel	yes	03/27/17	08/31/17	no		Los Al Builders
185K	kitchen skylight	yes	02/14/17	07/20/17	no		Mamuscia
ESCROW ACTIVITY							
UNIT #	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
184L			04/11/17	04/17/17	04/27/17		
204D			06/06/17	06/08/17	06/20/17		
182F		01/10/17	03/13/17	06/14/17			
187K		03/29/17	06/14/17	06/19/17			
202A			05/25/17	05/25/17	06/07/17		
180H			05/09/17		05/22/17		
186K			05/04/17	05/10/17	05/22/17		
202J					04/27/17		
182I			04/25/17	05/03/17	05/15/17		
179G		05/04/17					

Pre-Listing Inspection NBO = New Buyer Orientation

Final COE Inspection ROF = Release of Funds

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (08) EIGHT

INSPECTOR: George Hurtado

MUTUAL BOARD MEETING DATE: June 26, 2017

CONTRACTS									
CONTRACTOR				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					

SPECIAL PROJECTS									
CONTRACTOR				PROJECT					

APARTMENT VISITS									
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VARIOUS

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.
 - ~~2.1.1.1 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.~~
 - ~~2.1.2 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**

2.1.3 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

~~**2.1.4** 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.)

MUTUALADOPTIONAMENDMENTS

EIGHT:

(Draft created on 2/22/17 ka)

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

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

Reporting Violations:

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

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

Enforcement Procedures:

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

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

(April 2017)

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

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

FINE SCHEDULE

Notice of Violation: Warning or Fine of \$25.00

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

Invoices for fines are due and payable immediately.

MUTUAL ADOPTION**AMENDMENT(S)**

EIGHT:

(April 2017)

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

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

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.

(Draft created on 4/25/17 ka)

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

(Draft created on 4/25/17 ka)

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 having a maximum speed capability of 20 mph. 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

(Draft created on 4/25/17 ka)

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;

(Draft created on 4/25/17 ka)

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- 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.

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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;

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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

(Draft created on 4/25/17 ka)

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

(Draft created on 4/25/17 ka)

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)

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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:

RESIDENT REGULATIONS

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Adoption of GRF Policy 1927-37 Fines for Parked Vehicles

- 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.

(Draft created on 4/25/17 ka)

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

DRAFT

RESIDENT REGULATIONS**DRAFT – MUTUAL EIGHT****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 4/25/17 ka)

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

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 7585.08 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 7585.08 with notification assistance from Mutual Administration. Resident shareholders, including Directors may report violations to Security, Mutual Administration or the Board.

MUTUAL ADOPTION

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SHAREHOLDER REGULATIONS**Lockout Procedures**

The following will be in effect for units after the death of a shareholder/owner:

1. Death with Surviving Shareholder/Owner Living in the Unit

If the death of the shareholder/owner occurred at the unit and a surviving shareholder/owner is living in the unit at the time, a Bereavement Book will be left at the unit by Security.

If the death of the shareholder/owner occurred outside the unit and a surviving shareholder/owner is living in the unit at the time, a Bereavement Book will be provided by Foundation personnel at the time the death is reported.

2. Death of Sole Owner

a. Unattended Death

If death is unattended and the unit is sealed per law enforcement or coroner's order, then no one may access the unit until official next-of-kin determination is made by the coroner's office. Security will leave a Bereavement Book at the unit and place a knob lock on the door. If the door cannot accommodate a knob lock, a plywood sheet shall be affixed over the door. If someone comes forward as Trustee, non-resident co-owner or with other legal authority, Foundation personnel must check with the coroner's office before permitting access to the unit.

b. Attended Death

Security will identify on the DOA report those present at the time of death, including family members, hospice workers, caregivers, and other individuals. A Bereavement Book will be left at the unit. If someone present is identified as legal authority of the unit and can provide evidence of same, Security will instruct them to visit the Stock Transfer Office as soon as possible. Security will inform all persons present that no one may stay in the unit overnight without Mutual permission, unless they are a registered caregiver or co-occupant.

If legal authority is not established at the unit via documentary evidence, all persons present will be asked to leave the unit until legal authority is established at the Stock Transfer Office. From there, the unit will be knob locked or a plywood sheet shall be affixed to the door. The exception to this is if a registered co-occupant or caregiver lives at the unit, or if Mutual permission is obtained.

SHAREHOLDER REGULATIONS

Lockout Procedures

3. Reporting of Death to Mutual President

Shareholder/owner deaths shall be reported to the Mutual President within one (1) to two (2) business days with the following information:

- a. Name of decedent
- b. Date and location of death
- c. Identification of persons present at unit (if any)
- d. Name, relationship and contact information of surviving shareholder/owner (if any)
- e. Name, relationship and contact information of decedent's emergency contacts (if no surviving shareholder/owner is present at the unit)
- f. If legal authority has been established
- g. If/how the unit was secured
- h. If there are any registered co-occupants, caregivers or pets at the unit

MUTUAL
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AMEND 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 starting with a 30 minute minimum and billed in fifteen (15) minute increments thereafter.

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. If shareholders elect to conduct their own inspection, a Mutual Director must still be present to insure completion of the requirements.

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

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(Draft created on 3/20/17 ka)
Draft created on 3/31/17 cd)

ANNUAL TERMITE INSPECTION 3 YEAR TOTALS

MUTUAL	FENN (2013-2016)	FENN 2017	FENN 2018	FENN 2019	FENN 2017-2019 3 YEAR TOTAL
1	\$10,776.47	\$12,941.00	\$13,588.05	\$14,267.45	\$40,796.50
2	\$11,031.86	\$13,250.00	\$13,912.50	\$14,608.13	\$41,770.63
3	\$5,515.92	\$6,624.00	\$6,955.20	\$7,302.96	\$20,882.16
4	\$5,056.26	\$6,072.00	\$6,375.60	\$6,694.38	\$19,141.98
5	\$6,282.02	\$7,544.00	\$7,921.20	\$8,317.26	\$23,782.46
6	\$5,209.48	\$6,256.00	\$6,568.80	\$6,897.24	\$19,722.04
7	\$4,903.04	\$5,888.00	\$6,182.40	\$6,491.52	\$18,561.92
8	\$4,443.38	\$5,336.00	\$5,602.80	\$5,882.94	\$16,821.74
9	\$4,903.04	\$5,888.00	\$6,182.40	\$6,491.52	\$18,561.92
10	\$3,524.06	\$4,232.00	\$4,443.60	\$4,665.78	\$13,341.38
11	\$3,983.72	\$4,784.00	\$5,023.20	\$5,274.36	\$15,081.56
12	\$5,771.26	\$6,937.00	\$7,283.85	\$7,648.04	\$21,868.89
14	\$4,187.96	\$5,036.00	\$5,287.80	\$5,552.19	\$15,875.99
15	\$6,409.78	\$7,703.00	\$8,088.15	\$8,492.56	\$24,283.71
16	\$766.10	\$920.00	\$966.00	\$1,014.30	\$2,900.30
17	\$1,608.81	\$1,935.00	\$2,031.75	\$2,133.34	\$6,100.09

PEST CONTROL PER CALL

LOCATION	FENN 2013-2016	FENN 2017	FENN 2018	FENN 2019
Per Unit	\$13.00	\$15.00	\$15.00	\$15.00
Laundry	\$6.00	\$6.00	\$6.00	\$6.00
Building Perimeter	\$37.00	\$37.00	\$37.00	\$37.00
Dusting Attic	\$35.00	\$35.00	\$35.00	\$35.00
Carport	\$40.00	\$40.00	\$40.00	\$40.00

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.

Seal Beach Leisure World

An Active Adult Community

To: Prospective Purchasers: ~~Providing Physicians~~

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. This style of active adult housing should not to be confused with an assisted living or a skilled nursing facility. No health care services, such as living assistance or medical assistance, are provided by the Golden Rain Foundation and/or the respective Mutuals. A prospective purchaser of a Leisure World Mutual Share of Stock need only determine what their personal needs are.

Assisted Living: Assisted Living facilities offer personalized supportive services and assistance with day-to-day living needs. Meals, snacks, housekeeping, physical fitness, laundry and 24-hour trained staff members are all provided under the umbrella of assisted-living services. These *are* not services provided at Seal Beach Leisure World. SEAL BEACH LEISURE WORLD IS NOT AN ASSISTED LIVING FACILITY OR RESIDENCE.

Active Adult Community: In Seal Beach Leisure World you can be as active as you choose to be. There are many recreational opportunities. Members who purchase the right to reside in a Mutual apartment direct their own lives and are independent and able to handle their own affairs without the assistance of the independent Mutual Corporations and/or Golden Rain Foundation.

~~In accordance with Mutual Policy 7510, Eligibility Requirements, item (3).~~ It is recommended that 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.

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

- | | |
|--|--|
| <input type="checkbox"/> Dress self with weather-appropriate clothing. | <input type="checkbox"/> * Able to shop and prepare meals, or eat out. |
| <input type="checkbox"/> Maintain a clean, safe living environment. a | <input type="checkbox"/> Able to medicate self when necessary. |
| | <input type="checkbox"/> Able to take care of personal finances. |

Choosing an active adult community is a decision which should be made with the assistance of loved ones, professional healthcare physicians, legal advisors and others. Please allow us to answer any questions you might have regarding qualification for residency in this community. You may contact 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 and understand that Seal Beach Leisure World is not an assisted living facility:

Print Patient / Prospective Purchaser's Name:

~~X~~ Providing Physician's Signature
S:\Forms\FORM Active Living Disclosures.docx

Date:

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 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.

Seal Beach Leisure World

An Active Adult Community

To: Prospective Purchasers, ~~Providing Physicians~~

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. This style of active adult housing should not to be confused with an assisted living or a skilled nursing facility. No health care services, such as living assistance or medical assistance, are provided by the Golden Rain Foundation and/or the respective Mutuals. A prospective purchaser of a Leisure World Mutual Share of Stock need only determine what their personal needs are.

Assisted Living: Assisted Living facilities offer personalized supportive services and assistance with day-to-day living needs. Meals, snacks, housekeeping, physical fitness, laundry and 24-hour trained staff members are all provided under the umbrella of assisted-living services. These *are* *not* services provided at Seal Beach Leisure World. SEAL BEACH LEISURE WORLD IS NOT AN ASSISTED LIVING FACILITY OR RESIDENCE.

Active Adult Community: In Seal Beach Leisure World you can be as active as you choose to be. There are many recreational opportunities. Members who purchase the right to reside in a Mutual apartment direct their own lives and are independent and able to handle their own affairs without the assistance of the independent Mutual Corporations and/or Golden Rain Foundation.

~~In accordance with Mutual Policy 7510, Eligibility Requirements, item (3), it is recommended that 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 letterhead stationery.~~

Remove if NO doctors note

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

- | | |
|---|---|
| ■ Dress self with weather-appropriate clothing. | * Able to shop and prepare meals, or eat out. |
| ■ Maintain a clean, safe living environment. a | ■ Able to medicate self when necessary. |
| | ■ Able to take care of personal finances. |

Choosing an active adult community is a decision which should be made with the assistance of loved ones, professional healthcare physicians, legal advisors and others. Please allow us to answer any questions you might have regarding qualification for residency in this community. You may contact 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 and understand that Seal Beach Leisure World is not an assisted living facility:

Print Patient / Prospective Purchaser's Name:

X Providing Physician's Signature
S:\Forms\FORM Active Living Disclosures.docx

Date:

MUTUAL OPERATIONS**Approval of Escrows – All Mutuals Except Two, Five, Nine, and Ten****RESOLUTION:**

WHEREAS, Article V, Section 2, of the bylaws vests power in the Board of Directors to accept or reject all applications for membership and admission to occupancy of a dwelling unit in the cooperative housing project, and

~~WHEREAS, a system utilizing questionnaires and a medical examination has been instituted to expedite determination that the potential buyer meets all established criteria, with the responsibility for operation of said system resting on paid employees of the Foundation and Health Care Center, and~~

**** (removal if ALD passes with NO doctors note) ****

WHEREAS, it is necessary that escrow papers be signed in a timely manner but calling special meetings of the Board to accept or reject each application in escrow would prove cumbersome,

NOW, THEREFORE BE IT RESOLVED, THAT

1. The President of this Corporation is appointed and empowered to act in behalf of the Board in signing various document in escrow that are necessary to accept or reject potential members of the Corporations.
2. Should the President be absent or otherwise unable to perform, then any officer of this Corporation shall be empowered to sign such papers on behalf of the Board.

MUTUAL ADOPTIONS

ONE	12-07-72	
TWO		(See Policy 7020.2)
THREE	11-20-72	
FOUR	12-04-72	
FIVE	11-15-72	(See Policy 7020.05) Dec 2016
SIX	12-08-72	
SEVEN	11-17-72	
EIGHT	11-27-72	
NINE		(See Policy 7020.9)
TEN	11-30-72	(See Policy 7020.2)
TWELVE	11-09-72	
ELEVEN	11-16-72	
FOURTEEN	11-10-72	
FIFTEEN	11-20-72	
SIXTEEN	12-14-72	

(Dec 16)

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Eligibility Requirements – Mutual Eight**

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

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

- 1. Age

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

- 2. Financial Ability

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

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

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

(Aug 08)

MUTUAL OPERATIONS

7510.08

RESIDENT REGULATIONS

Eligibility Requirements – Mutual Eight

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

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

- d. Only the resident shareholder's income shall be considered for qualifying.
- e. If moving within Leisure World, or if there are any additions/changes to the title, the proposed shareholder(s) must meet these eligibility requirements.

3. Health

Have reasonably good health for a person of his/her age, as evidenced by a letter from his/her physician, so that shareholder can take care of normal living needs without calling on other members of the cooperative for an undue amount of assistance.

4. Character

Have a reputation for good character in his/her present community.

- C. Assume, in writing, the obligations of the "Occupancy Agreement" in use by the Mutual Corporation.

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

(Aug 08)

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Eligibility Requirements – Mutual Eight**

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

MUTUAL ADOPTION**AMENDMENT DATES****EIGHT:** 04-27-70

09-17-93, 08-25-08

(Aug 08)

MUTUAL OPERATIONS**PRESIDENTS' COUNCIL DRAFT****RESIDENT REGULATIONS**Eligibility Requirements – Mutual Ten

All each proposing persons Resident Shareholder seeking approval of the Board of Directors of Seal Beach Mutual No. Ten to purchase a share of stock in the Mutual, and to reside in the Mutual, shall individually meet the following income eligibility criteria:

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

- 1. Age

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

- 2. Financial Ability

- a. Verified net monthly income that is at least four (4) times or greater than the monthly carrying charge (Regular Assessment plus Property Tax and Fees) at the time of application, and have liquid assets of at least ~~\$25,000~~ **\$50,00**. Actual or projected retirement income (SS, pension, annuity, etc.) shall be the only income used for qualification. Verified monthly income/assets may be in the form of the past two years of:
 - 1. Tax returns;
 - 2. 1099s for interest and dividends (assets used to purchase unit will not be included in income calculations);
 - 3. 1099-Rs for retirement income from qualified plans and annuities (with copy of executed payment elections documents and/or beneficiary election forms);
 - 4. SSA-1099 Social Security Benefit Statement;
 - 5. Brokerage statements and current interim statement (assets used to purchase unit will not be included in income calculations).
 - 6. Six to twelve months of checking/savings account statements (assets used to purchase unit will not be included in income calculations).

(draft created 6-20-17 ka)

MUTUAL OPERATIONS**PRESIDENTS' COUNCIL DRAFT****RESIDENT REGULATIONS****Eligibility Requirements – Mutual Ten**

- b. Adjusted Gross Income per 1040, 1040A, or 1040EZ; plus that portion of Social Security, IRA distributions, and pensions and annuities not included in adjusted gross income plus tax exempt interest; **(assets used to purchase unit be included in income calculations)**, minus income tax, Social Security, Medicare, and self-employment taxes paid; and minus Medicare medical insurance and prescription drug premiums; all divided by twelve (12) will equal net monthly income to be used in Paragraph 2.a. above.
 - c. Projected assessments will be the previous year's assessment (total of carrying charge less any cable charge, less Orange County Property Taxes and Fees), and the addition of the new property tax at 1.2% of the sales price plus Orange County District fees divided by twelve (12) for the new projected monthly assessment. This new figure (Regular Assessment plus Orange County Property Taxes and District Fees) times four (4) will be the monthly income required. This will be verified by the escrow company and the Stock Transfer Office. Stock Transfer shall have the final say in establishing verifiable income/assets.¹ **(Note1)**
- Verification shall be done by the Escrow Company and the Stock Transfer Office **for each proposed shareholder** prior to the new buyer interview **orientation** and prior to the close of escrow (the above verification will not be done by the individual Mutual Directors; Directors will not be required to study or understand the financial requirements). **Two officers of the Mutual must sign the Financial Qualification Worksheet.**
- d. Only the resident shareholder's income shall be considered for qualifying.
 - e. If moving within Leisure World, or if there are any additions/changes to the title (except to remove a deceased spouse's name), the proposed shareholder(s) must meet these eligibility requirements.

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

MUTUAL OPERATIONS**PRESIDENTS' COUNCIL DRAFT****RESIDENT REGULATIONS****Eligibility Requirements – Mutual Ten****3. Health**

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

4. Character**Have a reputation for good character in his/her present community**

- C. Assume, in writing, the obligations of the "Occupancy Agreement" in use by the Mutual Corporation.

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

MUTUAL ADOPTION**AMENDMENT DATES**

(draft created 6-20-17 ka)

MOTION:

RESOLVED, That in the event of failure of a lighting ballast to the original bedroom /den soffit and kitchen light fixtures, a standard LED light fixture (supplied by the Purchasing Department) shall be installed at the Mutuels cost.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: 2018 BUDGET PLANNING, PROJECTS
DATE: MAY 4, 2017
CC: FILE

We will be beginning our 2018 budget process in June, in order to insure we have appropriate staffing levels to serve your Mutual needs, by July 28, 2017, I respectfully request an estimate of major projects (roofing, re-piping, sewer etc.) your Mutual is considering for the remainder of 2017 as well as activity planning for 2018.

With your Board approval, I would like to request this as an agenda item for your May/June meeting, as well as your July Board meeting, to allow time for your review and consideration by both your existing Board, as well as the newly elected Board.

I sincerely thank each Board in advance, as the information provided is critical to ensure proper levels of services to your Mutual.

MUTUAL OPERATIONS**ADOPTION DRAFT POLICY****PHYSICAL PROPERTY****Exclusive Private Use of Common Property by Shareholders**

The purpose of this policy is to improve the aesthetics of the shareholders' units and of Mutual Eight while maintaining the standards of Exclusive Private Use of Common Property for the entire Mutual. Patios, patio-like additions and other applications enjoy all the benefits of GRF Physical Property guidelines and regulations. The possibilities to enjoy indoor and outdoor living by each shareholder unit is an important value to the members of Mutual 8.

Mutual Six **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 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 **Eight** Board of Directors.

2.Approvals:

- A. Any proposed exclusive private use of common area must be approved by the Mutual Six **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.
 - 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.~~

(Draft created on 8/29/16 jl)

ADOPTION DRAFT POLICY

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~~ **must be** 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.~~ **If the application for Exclusive Private Use of Common Property indicates a patio size of less than forty square feet (40 sq. ft.) then the annual lease agreement will be \$30.00 per year. If the application of Exclusive Use is larger than forty square feet (40 sq. ft.) then the annual lease agreement will be \$60.00 per year.**
 - b. Start Date: The start date is conditioned on an understanding that it may be delayed. Any changes or alterations will require Mutual Six **Eight** Board approval;
 - a. ~~c.~~ 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.

ADOPTION DRAFT POLICY

PHYSICAL PROPERTY

Exclusive Private Use of Common Property by Shareholders

- 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:

Alternative #1

- 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 (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's Board approval, an Addendum to the Occupancy Agreement under the terms and conditions set out in paragraph 3 above. In all cases, on resale, requests for alteration, or transfers, 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.

Alternative #2

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 ~~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.

(Draft created on 8/29/16 jl)

ADOPTION DRAFT POLICY

PHYSICAL PROPERTY

Exclusive Private Use of Common Property by Shareholders

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

EIGHT: 01-22-07

AMENDMENTS

10-27-14

RESCIND POLICY

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.
 - 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.

(Oct 14)

RESCIND POLICY

PHYSICAL PROPERTY

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

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 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.

(Oct 14)

RESCIND POLICY

PHYSICAL PROPERTY

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

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.
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.

Shareholder Signature: _____ Date: _____

Shareholder Signature: _____ Date: _____

(Oct 14)

MUTUAL OPERATIONS

7406

RESCIND POLICY

PHYSICAL PROPERTY

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

Original to Stock Transfer Corporate File

MUTUAL ADOPTION

EIGHT: 01-22-07

AMENDMENTS

10-27-14

(Oct 14)

Notice of Intent to Withdraw

RESOLVED, That Mutual _____ authorizes the Board's President and/or duly appointed Officer, to act on behalf of the Board, to execute the Notice of Intent to Withdraw.

RESOLUTION TO BE ON JUNE AND JULY AGENDAS

MOTION:

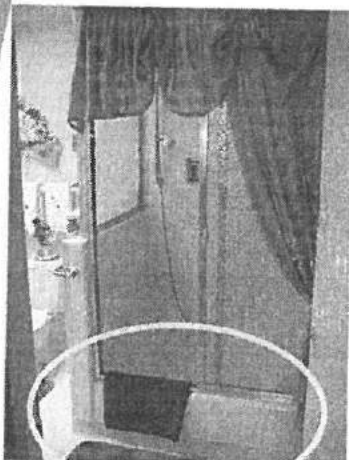
RESOLVED, That according to Policy 7510.____, if there is a question of financial eligibility, Mutual _____ is NOT to be contacted by the Stock Transfer Office in the event of a non-qualifying financial issue.



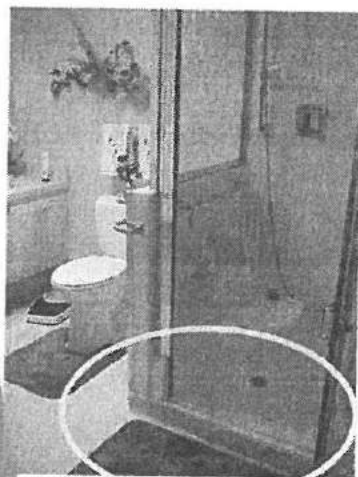
Leisure World CDBG Bathroom Accessibility Grant

Do you have trouble stepping into or out of your shower? If so, the City of Seal Beach has a Bathroom Accessibility Program to help.

Before Cut Down



After Cut Down



If you qualify for the program, the City will convert your bathtub into a shower and can provide a high-boy toilet... **completely free!** This is made possible by a generous grant from HUD, the County of Orange, and the City of Seal Beach. However, funds are limited.

***Accepting applications
now***

Please contact CivicStone (Seal Beach's Program Management Company) to request your application and submit your completed application right away!

Phase 1 Application Deadline = July 31st

Phase 2 Application Deadline = October 9th

Phase 3 Application Deadline = Open

**Contact: CivicStone, Inc. at
(909)-364-9000**