MINUTES OF THE REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL EIGHT September 25, 2017

The Regular Meeting of the Board of Directors of Seal Beach Mutual Eight was called to order by President Thompson at 1:31 p.m. on Monday, September 25, 2017, in the Administration Building Conference Room A.

ROLL CALL

Present:

President Thompson, Vice President/CFO Berg,

Secretary Park, and Directors Kline and Winslow

GRF Representative: Mr. McGuigan was absent

Guests:

Nine Mutual Eight shareholders

Staff:

Ms. Hopkins, Mutual Administration Director

Ms. Shuler, Finance Manager (1:39 p.m.)

Mr. Hurtado, Building Inspector Mrs. Aquino, Recording Secretary

INTRODUCTION

President Thompson welcomed the staff and guests to the meeting.

MINUTES

President Thompson asked if there were any corrections to the August 28, 2017, Regular Meeting minutes. There being none, the minutes were approved as printed.

President Thompson asked if there were any corrections to the September 15, 2017, Special Meeting minutes. There being none, the minutes were approved as printed.

BUILDING INSPECTOR

Building Inspector Hurtado updated the Board on activity in the Mutual (attached).

Inspector Hurtado left the meeting at 1:44 p.m.

GUEST SPEAKER – Ms. Shuler

In Ms. Miller's absence, the 2018 proposed Budget was presented by Ms. Shuler, Finance Manager.

Following questions, Ms. Shuler left the meeting at 2:25 p.m.

UNFINISHED BUSINESS

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

RESOLVED, To accept the 2018 Operating Budget for Mutual Eight of \$773,419, resulting in a regular monthly assessment of \$185.21 per apartment per month, for an increase of \$15.57 per month over the total Mutual operating costs of 2017, as presented, and to adopt this budget forthwith.

The MOTION passed with one "no" vote (Winslow).

Following a discussion, and at the direction of President Thompson, Landscape Contract Update, and Carport 102 – updates and approvals of plans, will be placed as items for discussion in Executive Session.

NEW BUSINESS

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

NEW BUSINESS (continued)

RESOLVED, To adopt Policy 7558.08 – <u>Building</u> <u>Captains Policy</u> on a preliminary basis until the 30–day posting period is completed.

The MOTION passed with one "no" vote (Berg).

President Thompson called a break from 2:54 p.m. to 3:12 p.m.

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

RESOLVED, To amend Policy 7502.08.1 – Adoption of GRF Policy 1927–37 Parking Rules on a preliminary basis until the 30–day posting period is completed.

The MOTION passed.

Following a discussion, it was the consensus of the Board to continue with their own procedure for the tracking of ID Cards within the Mutual.

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

RESOLVED, To authorize the GRF Executive Director and/or the Mutual Administration Director to issue two (2) <u>ADDITIONAL</u> Guest Passes, in accordance with GRF Policy 5536.1-33. Each guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of guest passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2017-2018.

The MOTION passed.

NEW BUSINESS (continued)

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

RESOLVED, That Mutual Eight will permit LA Seismic to place the nodes, at a price of \$5,000 per each node, in Mutual Eight common areas.

The MOTION passed.

Secretary Aquino left the meeting at 4:10 p.m.

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

RESOLVED, To include a flyer about supplies and grab & go bags in the Mutual minutes.

The MOTION passed.

MUTUAL ADMINISTRATION DIRECTOR

Ms. Hopkins submitted her report (attached).

CHIEF FINANCIAL OFFICER'S REPORT

Vice President/CFO Berg submitted her report (attached).

DIRECTORS COMMENTS

Several Directors made comments.

President Thompson adjourned the meeting at 4:17 p.m. for Executive Session to discuss the Landscape Contract Update and Carport 102 – Updates and approvals of plans.

President Thompson reconvened the meeting at 4:50 p.m.

NEW BUSINESS (continued)

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

RESOLVED, To approve the rebuilding of Carport 102 by Ward–Tek Construction.

The MOTION passed.

<u>ADJOURNMENT</u>

There being no further business to conduct, President Thompson adjourned the meeting at 4:51 p.m.

Attest, K.C. Park, Secretary

Keecher Jank

SEAL BEACH MUTUAL EIGHT

ka:9/27/17 Attachments

NEXT MEETING: REGULAR BOARD MEETING MONDAY OCTOBER 23, 2017, AT 1:30 p.m. ADMINISTRATION BUILDING CONFERENCE ROOM A

In order to view the Minutes, Agendas, etc., for Mutual 8, please follow these directions:

- 5. Go to LWSB website at: http://www.lwsb.com
- 6. Go across the black bar at the top of the webpage to the category called "Mutuals"
- 7. Scroll down to Mutual 8, click on Mutual 8
- 8. You are now on the website for MU 8

You will see Minutes at the top and in the bottom also. Click on Minutes or what you want to view.

RESOLUTIONS IN THE REGULAR MONTHLY MEETING OF SEPTEMBER 25, 2017

9/25/17

RESOLVED, To accept the 2018 Operating Budget for Mutual Eight of \$773,419, resulting in a regular monthly assessment of \$185.21 per apartment per month, for an increase of \$15.57 per month over the total Mutual operating costs of 2017, as presented, and to adopt this budget forthwith.

RESOLVED, To adopt Policy 7558.08 – <u>Building Captains Policy</u> on a preliminary basis until the 30–day posting period is completed.

RESOLVED, To amend Policy 7502.08.1 – <u>Adoption of GRF Policy 1927–37 Parking Rules</u> on a preliminary basis until the 30–day posting period is completed.

RESOLVED, To authorize the GRF Executive Director and/or the Mutual Administration Director to issue two (2) <u>ADDITIONAL</u> Guest Passes, in accordance with GRF Policy 5536.1-33. Each guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of guest passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2017-2018.

RESOLVED, That Mutual Eight will permit LA Seismic to place the nodes, at a price of \$5,000 per each node, in Mutual Eight common areas.

RESOLVED, To include a flyer about supplies and grab & go bags in the Mutual minutes.

RESOLVED, To approve the rebuilding of Carport 102 by Ward–Tek Construction.

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (08) EIGHT

INSPECTOR: George Hurtado

MUTUAL BOARD MEETING DATE: September 25, 2017

			PERM	IT ACT	IVITY			
UNIT#	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT	COMP.	CHANGE ORDER	RECENT INSPECTION	CONTRACTOR / COMMENT	
186F	walkin closet, flooring	yes	03/29/17	11/15/17	no		LW Décor	
184K	400sq.ft. remodel,bath,kitchen	yes	03/30/17	09/25/17	no		Kang	
202A	remodel	yes	07/19/17	03/31/18	no		Los Al Builders	
177C	windows, florring	yes	06/28/17	09/10/17	no		Shik Builders	
202A	entry door,tile, foam trim	yes	07/27/17	02/28/18	no		Los Al Builders	
189D	heat pump	yes	06/12/17	09/30/17	no		Greenwood	
192L	heat pump - 3 zone	yes	08/23/17	12/18/17	no		Greenwood	
188B	washer dryer, entry door	yes	08/23/17	12/12/17	no		Los Al Builders	
197B	windows / slider	yes	09/07/17	10/20/17	no		Seascape	
182D	window, entry door	yes	09/05/17	10/16/17	no		Swenman	
193L	carport cabinet	yes	08/01/17	09/15/17	no		Handyman	
198G	drop beam, bedroom remodel	yes	03/27/17	08/31/17	no		Los Al Builders	
E	SCROW ACTIVIT	Υ						
UNIT#	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS	
1781			09/12/17	09/13/17				
194F		09/07/17						

Pre-Listing Inspection NBO = New Buyer Orientation Final COE Inspection ROF = Release of Funds

PROJECT				
Mutual gardening				
laundry room fire extinguishers				
Mutual sewer cleaning				
termites and pests				

SPECIAL PROJECTS						
ONTRACTOR	PROJECT					

				THE REAL PROPERTY.
APARTMENT VISITS				

VARIOUS

CFO Report: Mutual 8

Sept. 25, 20147

Good afternoon. Thank you for coming to the Mutual's Regular September meeting.

The Total net worth and liabilities of Mutual 8 is \$4,811,611.87.

<u>Total Operating Expenses</u> for the month of August, was <u>less</u> than the budgeted expenses by 1,162 and year-to-date <u>exceeded</u> budget expenses by (\$8,898).

The <u>total Operating income</u> for August was <u>below</u> budget by (527.00) but year-to-date was \$5,796 <u>above</u> budget.

What this point to is the need for caution in taking on projects.

Expenses exceeding budget by \$250.00 or more include the following categories: water and Maintenance Replacements, the latter offset by the reserves which is on-budget. Income exceeded expectations in all but inspection fees; these fees fluctuate with the sale of units. So in total, the Mutual is doing well.

The budget: This was the primary function for September which we have already discussed.

The two items from the budget activity seem to point to areas for review, including: 1. Revisit action of the decision to suspend solar service to the laundry facilities. Or we can revisit the need to raise rates for their utilization. 2. The budget committee will meet with the Reserve Study professionals to bring make the data more synchronized.

Thank you once again for your kind words of encouragement. Please contact me as needed.

Ruth G. Berg, PhD, RN, CPNP-R CFO/VP, Mutual 8

1008 Seal Beach Mutual No. Eight Financial Statement Recap 08/31/2017

P.O. Box 2069 Seal Beach CA 90740

Aug	Aug		2017 Y-T-D	2017 Y-T-D
Actual	Budget		Actual	Budget
82,688	82.688	Carrying Charges	661,506	661,504
26,699	26,700	Reserve Funding	213,589	213,600
400.000		T	975 995	975 404
109,387	109,388	Total Regular Assessments	875,095	875,104
000	700	Consider Income	6.275	6,320
668 1,645	790 1,506	Service Income Financial Income	12,635	12,048
1,296	1,840	Other Income	19,974	14,720
1,200	1,040			370
3,609	4,136	Total Other Income	38,884	33,088
112,996	113,524	Total Mutual Income	913,979	908,192
50,352	50,352	GRF Trust Maintenance Fee	402.816	402,816
9,013	8,161	Utilities	61,867	65,288
615	1,135	Professional Fees	14,349	9,080
17,483	20,101	Outside Services	158,670	160,808
8,202	7,078	Taxes & Insurance	65,811	56,624
26,699	26,700	Contributions to Reserves	213,589	213,600
112,363	113,527	Total Expenses Before Off-Budget	917,102	908,216
632	(3)	Excess Inc/(Exp) Before Off-Budget	(3,123)	(24)
1,265	0	Depreciation Expense	15,302	0
(633)	(3)	Excess Inc/(Exp) After Off-Budget	(18,425)	(24)
		Restricted Reserves		
(4.604)	0	Appliance Reserve Equity	25.803	0
2,167	o	Painting Reserve	25,514	0
2,827	Ö	Roofing Reserve	1,682,319	0
1,449	0	Emergency Reserve Equity	53,672	0
14,750	0	Infrastructure Reserve	292,201	0
16,588	0	Total Restricted Reserves	2,079,509	0

Mutual 08 President's Report September 2017

1. Phone calls for August 25-September 25
Emails " " 162
Meetings for MU08 7

So, phone calls are going down and emails going up! It is more manageable to handle emails than return phone calls. If you use the Internet, please email and save phone call time for people who are not Internet users. Thank all of you. We solved a lot of important issues for shareholders this last month. Remember, landscape to Ron Kline (949-212-3628), Laundry and Physical Property to Rich Winslow (562-795-9123) and money questions to Ruth Berg (562-936-1274) Email addresses are in the Laundry Rooms.

- 2. FINBARS ITALIAN FOOD, Seal Beach, coming on Mondays to Clubhouse 1 every week. The dinners start at \$12.00 but I bet it is two or more meals. They will also have take out orders. I couldn't find a time service starts but it is for the Monday Night Football crew so please enjoy a new vendor to Leisure World, watch the game and have fun.!! Or just eat!!
- 3. The washers and dryers ordered have arrived. This will give us good replacements that are already onsite. Laundry Rooms looked pretty good last week. If you see someone putting too much in a washer, just call Security at this point. We need to document who is overloading and breaking machines. Directors are not always here to check on laundry room problems. Security is always around. We need documentation. In the future, I think there will be timers placed on dryers. Also, I have a very gross and disgusting item to tell people who use **Laundry Room 179.** Now, someone has started putting soiled diapers in the lint trash can. This is

documented by the Cleaning Service with pictures. Who is doing that? Let me know and I will try to be discreet. That is awful. Again, please call Security if you see someone putting soiled diapers in the Laundry Room trash. It's a health and safety issue for everyone.

- 4. CARPORT 102 FIRE- signed a contract for demolition of 1/4 or 1/2 of Carport starting now. Construction will start soon after with the same company. Ward/Tek specializes in fire reconstuctions and we are fortunate to have them starting to do the work. They have been in Orange County for over 20 years and know all the actors, cities, etc. Please introduce yourselves and be polite if they break some rules, like parking in the wrong place, etc. It takes a week for everyone to learn all our odd policies. Carport 102 area is so 'tight' around that curve and has a bus going through also!!
- 5. We accepted money from the Federal Settlement on our Solar Panels manufactured by British Petroleum (BP). The panels are not going to last 25 years. That was the outcome of the Federal Lawsuit we were a recipient of. We accepted over \$130,000 in settlement but by the time the lawyers and administrators are paid, we will receive around \$83,000.00 cash. In turn, we have to give the 329 panels back to BP. They supposedly don't want them back in circulation. The inverters that go with these panels are also failing. We have replaced 11 out of 18 (or 16 depending on what year) panels since 2005. The inverters that convert electricity so we can use the power are not longer manufactured. What we have to buy is remanufactured, rebuilt from all over the world including China, Indonesia, Brazil, etc. The inverters do not have some protections installed in them that are now required in the USA. So, we chose to let the panels go, at no cost to us, and sit it out for now. We are also concerned about reroofing in 2020 and

reinstalling old racks on new roofs. A new system could be as cheap as \$170,000.00 if regulations stay the same. Everyone is cutting prices for all these foreign built panels because of impending tariff changes, according to the LA Times last week. The Board of Directors decided to go conservative, rather than getting more 'freebies' and reworked systems. This caused an increase in our 2018 budget of \$3.16 per apartment per month or \$38.00 a year for all of us shareholders because solar panels that convert the sun to electricity will leave us at some point. They certainly may return, just not from the court appointed suppliers.

- **6. BUDGET FOR 2018: Here's the money report. We are raising monthly assessment by \$15.57.** The largest increase is saving for our future in the reserves funding, \$5.66 a month. This is necessary and wise. The next three largest raises are electricity, legal fees and landscape contract (\$3.16, \$3.06 and \$2.06). Property and liability insurance also went up but that was planned for earlier in the year. Insurance increases are not related to the fire, we are told. I understand Golden Rain assessment is going up to \$8.01 next year. GRF hasn't got a final number as of today 9/27/17. So, unfortunately last year's increases were so low; this year's are more realistic. It still hurts. **Plan on somewhere near \$24.00 a month higher assessment overall.** I am not happy to tell you that but it is what it is, an increase.
- 7. We would love a volunteer or three to help put on some nice community membership meetings after the holidays. We need 2-3 large meetings/potlucks to discuss and give input on reductions in rules, new rules and changes in the by-laws. The By Laws have been changed less than 10 times since 1962, over 55 years. I need help with these big parties, inviting all 348 apartments. Who likes to party?

8. There are changes in the Emergency Preparedness world. We can no longer promise we have supplies to help everyone. We are not allowed to make false claims about emergency preparedness anymore. We are an Adult Independent Living Community and each person has to plan for one's self. Mike Chang (562-360-5351) and Sandy Weisenstein (562-213-6135) are going to start helping individual members to order supplies and create self sufficient apartments. Each month we will send out another piece of information for members to read and act on. Sandy reminds me that if you save two items a month for emergencies, in one year you will have more than enough special supplies like flashlights and batteries, band aids, one extra quilt/mat to sleep on if you have to be outside after an earthquake, etc.

I believe our apartments will do VERY WELL during a big earthquake. The DecoBlocks will not..... So spare shoes under your bed, glasses secured in a drawer at night, always extra water in frig or closet, get the glass 'stuff' away from entrances and doors, stockpile important medicines, etc.

Have a great day, enjoy the geese flying overhead to winter somewhere near here all the way down to South America!!

Camille Thompson President.

Mutual 8 EMERGENCEY LALER LIBERT LIBERT STATES ALERT LIBERT LIBERT STATES ALERT STATES A

WHO:

ALL Mutual 8 Shareholders

WHAT:

NEW Requirement Mandated by GRF during Major Emergencies. We will NOT be able to assist, save, or take care of shareholders in an emergency situation. YOU ARE RESPONSIBLE FOR YOUR OWN SUPPLIES.

WHY:

We are an independent living community.

WHEN:

Effective November 1, 2017

HOW:

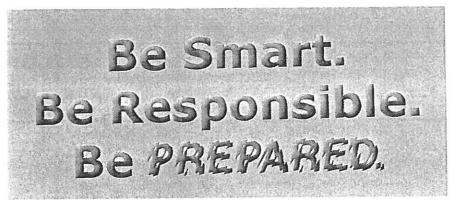
PLEASE have water, canned food,

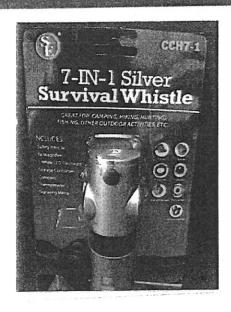
medicine, pet food and basic supplies in your unit to take care of YOURSELF and

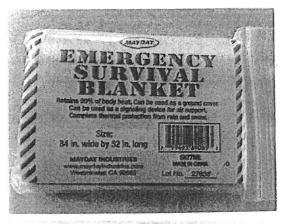
YOUR PETS.

Seal Beach Police Volunteers Association, Inc.











72 Hour Emergency Kit w/ 5 year shelf life

Roll and Go Survival Kit (27 piece) 1 person 3-day @ \$85.00 (including Tax)

This backpack on wheels makes it easy to take your survival gear anywhere. Available for one or two people.

- 1 Backpack
- 1 3600 Calorie Mayday Food Bar
- 1 Vegetable Lasagna
- 6 Pouches of Water
- 1 Mayday large Solar Blanket
- 1 pair of Work Gloves
- 1 Adult Poncho
- 2 12 hour Light sticks
- 1 Dynamo FM Radio w/LED Flashlight
- 2 Maxi-pads
- 1 Clear Solution Hygiene Kit
- 2 Pocket Tissue
- 2 Wet Naps (3 pack)
- 11 Yellow Rope
- Spoon/Fork Combo
- 1 Bloodstopper Trauma Dressing
- 1 box of 50 Waterproof Matches
- I Slow Burn Emergency Candles
- 1 Wag Bag Sanitation Kit
- 2 Anti-Bacterial Bar Soap
- 1 Blue Tarp
- 1 Personal Water Filter
- 2 Person Kit (KT-WH2) 2 person 3-days @



\$ 90.00 (including Tax)

Emergency Preparedness Supplies are available through the Seal Beach Police Volunteers.

Contact Sylvia Klebe @562-260-8919 or visit us at the sub-station by the Seal Beach Pier.

We have many other sizes of emergency kits available as well as Police Badge Money Clips,

Challenge Coins, Whistles, Emergency Blankets, long shelf life water and food bars.

Seal Beach Police Volunteers Association, Inc.



For 1 person, For 2 \$90 \$85 Grab & Go Survival Kit, 1 kit for \$10 or 2 for \$15 Roll & Go Survival Kit Wheeled Water Resistant Backpack Nylon-Water Resistant Kit, 6-pack size soft cooler Pouches of Water, 4.225 oz. each Pouches of Water, 4.225 oz. each 3600 Calorie Mayday Food Bar 2400 Calorie Apple Cinnamon Ration (3-day supply) Large MayDay Solar Blanket Solar Blanket, 84" X 52" (retains 90% of body heat) 12-hour Light Sticks 2 12-hour Light Stick 2 pkg Wet naps, 3-pack Wet naps Dynamo FM Radio w/ LED Flashlight \$35 \$45 Minimum Grab & Go Bag Bloodstopper Trauma Dressing Water-Resistant Backpack Adult Poncho Pouches of Water, 4.225 oz. each Yellow Rope 2400 Calorie Apple Cinnamon Ration (3-day supply) Solar Blanket, 84" X 52" (retains 90% of body heat) 1 pair Work Gloves Personal Water Filter AM/FM Dynamo Radio/Flashlight 1 box Slow-Burn Emergency Candles First Aid Kit, 54 pieces 1 box Waterproof Matches (50 per box) Dust Mask Spoon/Fork Combo \$65 \$75 Deluxe Emergency Kit Vegetable Lasagna 1 1 Water-Resistant Backpack Pouches of Water, 4.225 oz. each 2 Maxi-pads 6 2400 Calorie Apple Cinnamon Ration (3-day supply) 1 Clear-Solution Hygiene Kit Solar Blanket, 84" X 52" (retains 90% of body heat) 2 pkg Pocket Tissue Wag Bag Sanitation Kit 12-hour Light Stick Anti-bacterial Bar Soap AM/FM Portable Radio with batteries 1 Blue Tarp 54-Piece First Aid Kit Deluxe Emergency Honey Bucket Kits, per kit 1 Dust Mask In Addition to Food, Water, Blankets, etc: 1 Poncho Toilet 1 Flashlight with 2 alkaline batteries Liners 1 2-Person Tent Chemical disinfectants 1 50 Foot Nylon Rope Duct Tape, 10 yds. 1 pair Leather-Palmed Gloves Gas & Water Shut-off Tool 1 pkg Water Purification Tablets (50 per pack) \$10 Water Heater Adapters 1 Camper Stove with Candles Water Pouches, 6-pack in a Drinking Container \$5 1 box Waterproof Matches (50 per box) \$3 Hand Warmers, pair 1 Utility Knife \$2 400 Calories \$50 Food Bars: 38-Piece "Dog or Cat Gonelt", per kit 1200 Calories \$4 Buckets for dogs or cats contain food water, dishes, 2400 Calories \$5 collar and leash, toys, and plastic bags. c/77-nu Solar/Dynamo Radio/Flashlight/Cell Charger \$30 Backpacks and roller bag have extra space for clothes, medicines, and other personal needs.

The Mutual Administration Directors Report



Mutual Corporations Community Unity Golden Rain Foundation

Insurance is your Responsibility









Fire

Thef

Water Damage

Natural Disaster

If it is determined that you are the cause of a fire in your apartment resulting in large scale serious damage to your apartment and personal belongings and there is serious damage to other neighbor's apartments and their personal belongings, or to the structure of the building or surrounding buildings, and common areas, you may be responsible to pay the Mutual Insurance deductible.

THE MUTUAL INSURANCE DEDUCTIBLE IS \$50,000.00

Practice fire safety... stove-top fires can be deadly and devastating to those persons involved, as well as very costly. A pot or pan left carelessly on an active burner can cause damage to an entire building and its surroundings.

Protect yourself and others by maintaining HO6 insurance on your apartment.

Your insurance carrier can assist you with your specific needs.

MUTUAL OPERATIONS

ADOPT DRAFT

SHAREHOLDER REGULATIONS

Building Captain Policy – Mutual Eight

1. **PURPOSE**

The real property governed by Seal Beach Mutual No. Eight ("Mutual Eight") is comprised of twenty-nine (29) buildings. Each building contains twelve (12) units. Mutual Eight assigns a Building Captain to each building.

Building Captains are integral to the governance of Mutual Eight. Their function is to enhance and protect the welfare, safety, and cooperative living style of the residents shareholders. Thus, this Building Captain Policy ("Policy") is adopted to establish formal rules and policies governing Building Captains for Mutual Eight.

2. **APPOINTMENT**

The Board of Directors ("Board") of Mutual Eight may appoint a Building Captain to each of the twenty-nine (29) buildings in the community. The Building Captain will serve each of the twelve (12) units in his or her assigned building, unless the Board allocates the assignment in a different manner, which it retains the right to do.

3. **TERM**

Building Captains shall serve for a term of one (1) year unless terminated by the Board. There is no limit on consecutive terms that a Building Captain may serve.

4. **DESCRIPTION OF DUTIES**

The Building Captain's duties shall be prescribed and directed by the Board. At this time, some of the Building Captain's fundamental duties include, without limitation: (1) hand delivering notices, Board meeting minutes, and other documents; (2) taking questionnaires, when requested by the Board or the Golden Rain Foundation ("GRF"); (3) being present and active in emergency preparedness and response <u>information for the building</u>; and (4) (2) making themselves available to, and speaking with, residents, about any issues they may be experiencing, and transmitting that information to the proper party, if necessary.

5. **COMPENSATION**

The Building Captain shall not receive compensation from the Mutual, the Board, or any shareholder for serving as <u>a</u> Building Captain. Notwithstanding the foregoing, the Building Captain may be reimbursed for reasonable out-of-pocket expenses which were incurred with the prior approval of the Board.

MUTUAL OPERATIONS

ADOPT DRAFT

SHAREHOLDER REGULATIONS

Building Captain Policy – Mutual Eight

6. QUALIFICATIONS

- A. Each Building Captain shall, at all times:
 - (i) Be a shareholder¹ of Mutual Eight;
 - (ii) Maintain his or her primary residence on site at Mutual Eight;
 - (iii) Comply with the governing documents of Mutual Eight—i.e., without limitation, Bylaws, Mutual Policies, and Occupancy Agreement, including for the three (3) months immediately preceding the date of appointment;
 - (iv) Cure any non-monetary violation of the governing documents involving the Building Captain or the Building Captain's unit within fifteen (15) days after written demand by the Board, or within such other cure period as the Board may establish, subject to applicable due process requirements;
 - (v) Be current in the payment of all carrying charges or other charges levied by Mutual Eight, including for the three (3) months immediately preceding the date of appointment; and
 - (vi) Exhibit respect, professionalism, and courteous behavior to residents, shareholders, Board members, committee members, vendors, GRF and its staff, any persons associated with or retained by Mutual Eight, and any persons residing in Mutual Eight pursuant to special status, such as caregivers.
- B. In addition to the qualifications enumerated in subdivision A of this Section 5, no Building Captain shall:
 - (i) Be a party to any alternative dispute resolution proceeding or civil action by or against Mutual Eight or the Board;
 - (ii) Be delinquent more than forty-five (45) days in the payment of any carrying charge or other charge levied against the Building Captain and/or the Building Captain's unit;
 - (iii) Be delinquent in the payment of any carrying charge or other charge levied by Mutual Eight more than once in any fiscal year;
 - (iv) Have been convicted of, or plead guilty to, a crime felony;
 - Have been declared of unsound mind by a final order of court;

¹ If a trust is a shareholder, a trustee of the trust on record title may be eligible to serve as a Building Captain.

MUTUAL OPERATIONS

ADOPT DRAFT

SHAREHOLDER REGULATIONS

Building Captain Policy – Mutual Eight

- (vi) Act in a manner determined by a majority vote of the Board to be grossly detrimental to the general safety, health or welfare of Mutual Eight and/or its shareholders or residents; or
- (vii) Fail to comply with the provisions or requirements of this Policy, any code of conduct, commitment pledge or other similar document/policy now or hereafter adopted by the Board.

7. REMOVAL/RESIGNATION

No person may be appointed as a Building Captain, or serve as a Building Captain, unless he or she meets that qualifications enumerated in Section 5 6. Any person who ceases to meet the qualifications for a Building Captain shall be deemed to have resigned as a Building Captain upon the occurrence of the non-qualifying event, and the Board shall have the power to immediately appoint a replacement Building Captain.

Further, the Board, in its discretion, may vote to remove a Building Captain, at any time and for any reason. The Building Captain serves at the sole discretion of the Board, and may be removed with or without cause and without prior notice.

MUTUAL ADOPTION AMENDMENT

EIGHT

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 - Parking Rules

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

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

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

PREFACE

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

2. **DEFINITIONS**

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

2.1. ALTERNATIVE DISPUTE RESOLUTIONS (ADR)

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

2.2. ASSIGNED PARKING

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

2.3. BICYCLE/TRICYCLE

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

2.4. CAREGIVER

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

2.5. COMMERCIAL VEHICLES

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A

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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 (fifteen) passengers.

2.6. DUE PROCESS

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

2.7. ELECTRIC BICYCLE

Two-wheeled vehicle supplemented with an electric motor having a maximum speed capability of 20 mph.

2.8. GOLF CART

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

2.9. INTERNAL DISPUTE RESOLUTION (IDR)

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

2.10. LOW-SPEED VEHICLE (LSV)

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

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2.11. MOBILITY SCOOTER

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

2.12. MOTORCYCLE

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

2.13. MOTOR-DRIVEN CYCLE

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

2.14. NON-RESIDENT

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

2.15. PARKING PERMIT BINDER

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

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

2.16. PARKING RULES VIOLATION PANEL (PRV)

The Mutual Eight Board of Directors (BOD) has established a committee consisting of a facilitator, three (3) two (2) Mutual Eight directors, and one Mutual Eight Shareholder, and an alternate as may be designated from time to time by the BOD and assigned to meet on a rotating schedule to hear Shareholder/Member disputes regarding Parking RULES VIOLATIONS NOTICES issued by Security Department.

2.17. PEDESTRIAN

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes, or 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

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Section 3.8 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;
- **2.18.4.** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5. UNAUTHORIZED VEHICLE: Use of a motor vehicle in the community without consent of Mutual Eight;
- 2.18.6. UNREGISTERED VEHICLE: no current valid State registration; or
- **2.18.7.** Vehicle designed to carry 12 (twelve) or more passengers.

EXCEPTION:

Buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.

2.19. RECREATIONAL VEHICLE (RV)

A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle.

EXCEPTION:

Van camper conversions.

2.20. RESERVED PARKING

A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the designated user(s).

2.21. RULES VIOLATION NOTICE (CITATION)

A written notification of a violation of GRF parking policies placed on the violating vehicle. This information is forwarded to the Mutual Eight President.

2.22. TRUST PROPERTY

All land operated by the GRF on behalf of the Mutuals.

2.23. TRUST STREETS

Streets with names.

2.24. UNASSIGNED PARKING

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Not an ASSIGNED PARKING space.

2.25. UNAUTHORIZED VEHICLE

A vehicle not permitted to be on TRUST PROPERTY.

2.26. VEHICLE USED FOR RECREATION (VUFR)

Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

3. RULES FOR PARKING

3.1. PROHIBITED VEHICLES

- 3.1.1. No PROHIBITED VEHICLE shall be parked on TRUST 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 Policy 7582 – Towing Vehicles).

3.2. TEMPORARY PARKING PERMITS

- 3.2.1. The following Parking Permits are issued by Security Department
- 3.2.2. All Parking Permits must be displayed on dashboard of vehicle or on the king pin of a fifth wheel or the tongue of a trailer:
 - 3.2.2.1. Shareholders/Member for use on rental or new vehicle;
 - **3.2.2.2.** Guest of Shareholders/Member;
 - **3.2.2.3.** Overnight Parking Permit at request of Shareholders/Member for Guest.

3.3. GENERAL PARKING RULES

- **3.3.1.** Park Safely At no time may a vehicle be parked in a manner creating a traffic hazard.
- 3.3.2. No animal or child is allowed to be left alone in any parked vehicle on MUTUAL 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

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of a fire hydrant. Vehicles in violation are subject to immediate towaway at **the** owner's expense. (See Policy 7582 – <u>Towing</u> Vehicles).

- **3.3.4.** Sidewalk No vehicle may be parked with any portion of it on a sidewalk.
- **3.3.5.** Off Pavement At no time may a vehicle be parked with any portion of it off pavement.
- 3.3.6. Curb or Parking Stall Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

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

- **3.3.6.1.** Vehicle must be parked completely within the marked boundaries of a parking space
- 3.3.6.2. A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
- 3.3.6.3. Any vehicle without proof of current valid State registration may not be parked on MUTUAL EIGHT PROPERTY at any time.
- 3.3.6.4. Any vehicles without a GRF decal on windshield or pass displayed on the dash may not be parked on MUTUAL 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 (four) only with a permit issued by the Security Department.
- 3.3.6.6. Pods, moving trailers or similar portable storage units are not permitted on MUTUAL EIGHT PROPERTY without Security Department authorization.
- 3.3.6.7. Vehicles in violation are subject to immediate tow

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away at owner's expense. (See Policy 7582 – <u>Towing Vehicles</u>).

3.4. PARKING ZONES

- 3.4.1. Red Zones Vehicles in violation are subject to immediate tow away at owner's expense. (See Policy 7582 <u>Towing Vehicles</u>).
 - **3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 (fifteen) feet of a fire hydrant even if the curb is unpainted.
 - **3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.
 - 3.4.1.3. Bus Stops: No person shall park or leave standing any vehicle within 30 (thirty) feet on bus stop side of the street to provide for loading and unloading of buses.
 - **3.4.1.4.** Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 (fifteen) feet of the mail box.
- 3.4.2. Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.
- **3.4.3.** Green Zone: Parking may not exceed time limit posted by sign or curb marking.

EXCEPTION:

Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.

- **3.4.4.** White Zone: Passenger loading and unloading only. Time limit: 30 (thirty) minutes.
- **3.4.5.** Yellow Zone: Commercial vehicle loading and unloading only: 30 (thirty) minutes.
- **3.4.6.** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise restricted.

3.5. RESIDENT'S PARKING

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 72

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(seventy-two) hours in one location without first notifying the Security Department.

3.6. NON-RESIDENT PARKING

NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.

3.6.1. Any violation of this section may result in vehicle being towed at the owner's expense. (See Policy 7582 – <u>Towing Vehicles</u>).

3.7. CAREGIVER PARKING

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

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

3.8. CONTRACTOR AND SERVICE VEHICLE PARKING

- **3.8.1.** Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk.
- 3.8.2. Contractor and service vehicles, including personal vehicles driven by workers shall not be parked on MUTUAL EIGHT PROPERTY (TRUST STREETS included) overnight without a permit.

3.9. OVERNIGHT PARKING PERMITS

- **3.9.1.** RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal or Overnight Parking Permit.
- 3.9.2. COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its RESIDENTS overnight parking is <u>are</u> not permitted without an Overnight Parking Permit issued by the Security Department.

EXCEPTION:

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

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

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affixed to the front of trailers or equipment.

- 3.9.4. The following vehicles and equipment are prohibited from parking on TRUST STREETS at any time between the hours of 12:00 a.m. and 7:00 a.m. unless otherwise addressed in this policy.
 - **3.9.4.1.** Vehicle not displaying a valid GRF decal or Overnight Parking Permit.
 - **3.9.4.2.** Recreational Vehicle except as provided below in Section 3.10 "Recreational Vehicles Restrictions."
 - **3.9.4.3.** COMMERCIAL VEHICLE, construction/ maintenance equipment, storage and disposal units, building materials.

3.10. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) RESTRICTIONS

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

- **3.10.1.** RV parked at any MUTUAL EIGHT PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.
- **3.10.2.** RV or VUFR is parked up to 48 (forty-eight) hours for the purpose of loading or unloading.
- **3.10.3.** Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
- **3.10.4.** RV or VUFR must be parked with engine and accessory equipment (e.g. exterior lights, air conditioner, audio and video equipment) shut off.

The generator may ONLY be used between the hours of 8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.

- **3.10.5.** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
- **3.10.6.** RV or VUFR may not be attached to any external power supply.
- **3.10.7.** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- **3.10.8.** No animals or children are to be left unattended on or within any RV or VUFR at any time.

3.11. "FOR SALE" SIGNS

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

3.12. REPAIRS

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

3.13. WASHING

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

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

4. TRUST PROPERTY PARKING AREAS

4.1. CLUBHOUSE ONE

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

4.2. CLUBHOUSE TWO

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

4.3. CLUBHOUSE THREE & FOUR

4.3.1. Permit Parking

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

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

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EXCEPTION:

The Radio Club Yellow Emergency Van Innovative Cleaning Service Vehicles



4.3.2. Identification

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

4.3.3. RVs and VUFRs

- 4.3.3.1. Shareholders/Members and Guests may park a RV or VUFR temporarily in the noted locations for the purpose of loading and unloading, and preparing the vehicle for travel or storage subject to these Rules and Regulations of the GRF.
- 4.3.3.2. Notification Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV or VUFR. This notification is required in order to park temporarily for a term as follows:
- 4.3.3.3. Maximum Consecutive Nights

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

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

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

EXCEPTION:

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

- **4.3.3.5.** The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).
- **4.3.3.6.** Failure to comply may result in towing of the vehicle at the owner's expense.

4.3.4. Use of an RV or VUFR

- 4.3.4.1. ShareholderS/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.
- **4.3.4.2.** No animal or child shall be left alone in a vehicle at

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any time.

- **4.3.5.** Safety Requirements All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in community.
- **4.3.6.** Parking Fees for RV or VUFR
 - **4.3.6.1.** Shareholder/Member: Twenty-one (21) days No Charge.
 - 4.3.6.2. Guest of Shareholders/Member:

There is no charge for the first fourteen (14) days.

The following seven (7) days will be charged at rate of \$20.00 per day.

- **4.3.6.3.** Payment will be collected by the Security Department at the time the Parking Permit is issued. Checks only. All other types of payments will be made at the Finance Department.
- 4.3.6.4. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

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

No overnight parking is permitted.

EXCEPTIONS:

Security Vehicles:

CARE ambulances:

Pharmacy delivery vehicles; and

Two (2) Healthcare Vehicles;

24 Hour Nurse:

HCC Golf Cart:

GRF Vehicles; and

Innovative cleaning service vehicles.

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4.5. AMPHITHEATER

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

5. BICYCLES/TRICYCLES

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

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

Parking on a sidewalk is prohibited.

6. TOWING

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

6.1. Immediate Towing Situation

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

6.2. Red Ticket Towing Notice

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

7. DUE PROCESS

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

7.1. Internal Dispute Resolution (IDR) Process

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

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- 7.1.2. The Violator has the right to contest the "rules violation" in writing to the Parking Rules and Violations Panel (PRV) within ten (10) business days of the date of the violation,
- **7.1.3.** A hearing will be scheduled by the PRV of Mutual Eight.
- **7.1.4.** Violator may submit a response in writing within ten (10) business days of the violation to the PRV, if they are unable to attend the hearing.
- **7.1.5.** The PRV must be notified ten (10) business days prior to the hearing if interpreter's services are needed and the language required.
- **7.1.6.** Shareholders/Members will be notified in writing of the results of the hearing within 15 business days.

7.2. Notice of Hearing

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

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

7.3. Notice Handout

This document supplements the Citation and must contain the following:

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

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7.4. Extensions

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

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

7.5. PRV Hearing

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

7.6. Post-Hearing Due Process

7.6.1. Findings - The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation.

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- **7.6.2.** The fine is reasonable and rationally related to the operations of the association. The session will include violation number and results of hearing.
- 7.6.3. Notice of Decision. Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision shall include the panel's findings.

7.7. The PRV Panel

- **7.7.1.** GRF must have a published enforcement policy in place <u>as required</u> by law.
- 7.7.2. Panel will meet on the 4th Monday of each month at 9:00 a.m. in Administration Conference Room A. Panel will meet on a to be arranged basis.
- **7.7.3.** A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the 4th Wednesday at 1:00 p.m. in Conference Room B.

EXCEPTION:

- **7.7.3.1.** Contractors will be adjudicated by the Facilities Director.
- **7.7.3.2.** Health Care Center (HCC) employees will be adjudicated by HCC management.
- **7.7.3.3.** GRF employees will be adjudicated by GRF Human Resources Department.

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FEES (FINES) FOR PARKING RULES VIOLATIONS ON MUTUAL EIGHT AND TRUST PROPERTY

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

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

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

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

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

The first offense may result in either a Fix-It citation, a <u>verbal</u> warning <u>from a Director</u>, a Fine or the vehicle being towed. See table below.

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

The fine may be waived by the PRV Panel.

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

COMMUNITY OPERATIONS

AMEND DRAFT POLICY

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	Violation	1st	2nd and Subsequent
1.	Assigned Parking Space or restricted parking Space	25.00	25.00
2.	Blocking Crosswalk (not applicable to Mutual Eight)	25.00	25.00
3.	Expired or Invalid State Vehicle Registration*	50.00	50.00
4.	Flat Tires	Fix-It	25.00
5.	"For Sale" sign on Vehicle	20.00	20.00
6.	Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7.	Hazardous Materials Leaking	50.00	50.00
8.	Limited Time Parking	20.00	20.00
9.	Maintenance or Repair	25.00	25.00
10.	No Valid GRF Vehicle Decal or Parking Permit Displayed	20.00	20.00
11.	Parked on Sidewalk or Grass	25.00	25.00
12.	RED ZONE: Bus Stop	25.00	25.00
13.	RED ZONE: Fire Hydrant	100.00	200.00
14.	RED ZONE: Mail Box (not applicable to Mutual Eight)	25.00	25.00
15.	RV or VUFR - Generator Running 8pm – 8am		50.00
16.	RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
17.	RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	40.00	40.00
18.	Washing any vehicle on Trust Property (except Car Wash areas)	20.00	20.00
19.	Washing a Non-resident Vehicle at Car Wash	20.00	20.00

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

MUTUAL ADOPTION AMENDMENTS

EIGHT: 04-24-17



MUTUAL EIGHT

SUMMARY REPORT

Monday, September 25, 2017

Action/Request	Person Responsible
1. Unfinished Business – a RESOLVED, To accept the 2018 Operating Budget for Mutual Eight of \$773,419, resulting in a regular monthly assessment of \$185.21 per apartment per month, for an increase of \$15.57 per month over the total Mutual operating costs of 2017, as presented, and to adopt this budget forthwith.	Finance Department
2. New Business Item – a RESOLVED, To adopt Policy 7558.08 – <u>Building Captains Policy</u> on a preliminary basis until the 30–day posting period is completed.	Recording Secretary
3. New Business – b RESOLVED, To amend Policy 7502.08.1 – Adoption of GRF Policy 1927–37 Parking Rules on a preliminary basis until the 30–day posting period is completed.	Recording Secretary
4. New Business – d It was the consensus of the Board to continue with their own procedure for the tracking of ID Cards within the Mutual.	Mutual Board
5. New Business – e RESOLVED, To authorize the GRF Executive Director and/or the Mutual Administration Director to issue two (2) <u>ADDITIONAL</u> Guest Passes, in accordance with GRF Policy 5536.1-33. Each Guest pass shall carry a unique identification number with a monthly report provided by the GRF Stock Transfer Office to the Mutual Board of Guest Passes issued noting the Shareholder/Member name as responsible party for the Guest, effective 2017-2018.	Stock Transfer Office Mutual Administration
6. New Business – f RESOLVED, That Mutual Eight will permit LA Seismic to place the nodes, at a price of \$5,000 per each node, in Mutual Eight common areas.	Mutual Administration Manager
7. New Business – g RESOLVED, To include a flyer about supplies and grab and go packs in the Mutual minutes.	Recording Secretary

SIGN-IN SHEET

SPECIAL BOARD OF DIRECTORS MEETING MUTUAL NO. EIGHT

DATE: September 25, 2017

	GUEST NAME
1.	Sandy Weisenstein
2.	Dennis Kotecki
3.	Savanna White
4.	Ben Berg
5.	Laura Garcia
6.	Larry Slutsky
7.	Vincent Fioretta
8.	Barb Berget
9.	Michael Chang