A G E N D A
RESCHEDULED REGULAR MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL EIGHT
December 19, 2017 10:00 a.m.
Building Five, Conference Room B

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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 November 27, 2017**

BUILDING INSPECTOR'S REPORT **(handout)** Mr. Hurtado

UNFINISHED BUSINESS

a. Ratify adopted/posted Policy 7558.08 – Building Captain Policy **(p. 3-6)**
b. Ratify adopted/posted Policy 7502.08.1 – Adoption of GRF Policy 1927-37 – Parking Rules **(p. 7-26)**
c. Ratify adopted/posted Policy 7025.08 – Common Interest Development **(p. 27-28)**
d. Discuss and vote on the Stellar Solar Contract **(p. 29)**

NEW BUSINESS

a. Discuss adopting Policy 7471.08 – Pest Control **(p. 30-31)**
b. End of Year Reports from Directors – prepare for January Meeting 2018

STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)

MUTUAL ADMINISTRATION DIRECTOR'S REPORT Ms. Hopkins

GRF REPRESENTATIVE'S REPORT 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 12:10 p.m.
NEXT MEETING: January 22, 2018, at 1:30 p.m.
Administration Building, Conference Room A

ka:12/12/17

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

1. Go to LWSB website at: http://www.lwsb.com
2. Go across the black bar at the top of the webpage to the category called "Mutuals"
3. Scroll down to Mutual 8, click on Mutual 8
4. 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.

Mutual Corporation No. Eight

MEMO

TO: MUTUAL EIGHT BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY ADOPTED/POSTED POLICY 7558.08 – BUILDING CAPTAIN POLICY (UNFINISHED BUSINESS ITEM A)
DATE: DECEMBER 19, 2017
CC: MUTUAL FILE

I move to ratify adopted/posted Policy 7558.08 – Building Captain Policy.

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 **information for the building**~~; 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 **a** 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.

(draft created on 8-14-17 ka)
(draft updated on 9-29-17 ka)

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MUTUAL OPERATIONS

ADOPT DRAFT

SHAREHOLDER REGULATIONS

Building Captain Policy – Mutual Eight

6. QUALIFICATIONS

A. Each Building Captain shall, at all times:

(i) Be a shareholder[1] 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**;
(v) 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.

(draft created on 8-14-17 ka)
(draft updated on 9-29-17 ka)

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MUTUAL OPERATIONS

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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.

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MUTUAL	ADOPTION	AMENDMENT
EIGHT		

(draft created on 8-14-17 ka)
(draft updated on 9-29-17 ka)

Mutual Corporation No. Eight

MEMO

TO: MUTUAL EIGHT BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY ADOPTED/POSTED POLICY 7502.08.1 – ADOPTION OF GRF POLICY 1927-37 – PARKING RULES (UNFINISHED BUSINESS ITEM B)
DATE: DECEMBER 19, 2017
CC: MUTUAL FILE

I move to ratify adopted/posted Policy 7502.08.1 – Adoption of GRF Policy 1927-37 – Parking Rules.

COMMUNITY OPERATIONS

AMEND DRAFT POLICY

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.

1. PREFACE

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

2. 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

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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

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

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 – Towing Vehicles).

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 – Towing Vehicles).

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~~ **are** not permitted without an Overnight Parking Permit issued by the Security Department.

EXCEPTION:

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

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

affixed to the front of trailers or equipment.

3.9.4. The following vehicles and equipment are prohibited from parking on TRUST STREETS at any time between the hours of 12:00 a.m. and 7:00 a.m. unless otherwise addressed in this policy.

3.9.4.1. Vehicle not displaying a valid GRF decal or Overnight Parking Permit.

3.9.4.2. Recreational Vehicle – except as provided below in Section 3.10 – "Recreational Vehicles Restrictions."

3.9.4.3. COMMERCIAL VEHICLE, construction/ maintenance equipment, storage and disposal units, building materials.

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

An RV or VUFR may be parked on MUTUAL 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

"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.

COMMUNITY OPERATIONS

AMEND DRAFT POLICY

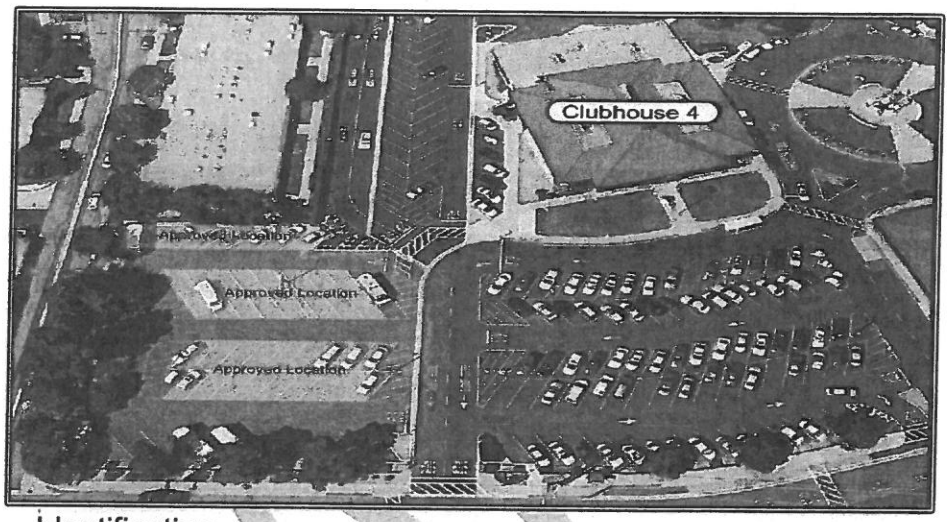
RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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

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

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

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

EXCEPTION:

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

4.3.3.5. The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).

4.3.3.6. Failure to comply may result in towing of the vehicle at the owner's expense.

4.3.4. Use of an RV or VUFR

4.3.4.1. ShareholderS/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

4.3.4.2. No animal or child shall be left alone in a vehicle at

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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. Defense - 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.

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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 as required 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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COMMUNITY OPERATIONS

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

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 **verbal** warning **from a Director**, 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.

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COMMUNITY OPERATIONS

AMEND DRAFT POLICY

RESIDENT REGULATIONS

Adoption of GRF Policy 1927-37 – Parking Rules

Violation	1st	2nd and Subsequent
1. Assigned Parking Space or restricted parking Space	25.00	25.00
2. Blocking Crosswalk (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.

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MUTUAL EIGHT:	ADOPTION	AMENDMENTS
	04-24-17	

(Draft created 9-19-17 ka)
(draft updated on 9-29-17 ka)

Mutual Corporation No. Eight

MEMO

TO: MUTUAL EIGHT BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: RATIFY ADOPTED/POSTED POLICY 7025.08 – COMMON INTEREST DEVELOPMENT
(UNFINISHED BUSINESS ITEM C)
DATE: DECEMBER 19, 2017
CC: MUTUAL FILE

I move to ratify adopted/posted Policy 7025.08 – Common Interest Development.

MUTUAL OPERATIONS

ADOPT DRAFT

Common Interest Development – Mutual Eight

Seal Beach Mutual Eight, a recognized general law corporation, and a stock cooperative common interest development, is subject to and will abide by California Civil Code Sections 1350-1378, "The Davis-Stirling Common Interest Development Act."

Robert's Rules of Order **(newly revised)** shall govern all Mutual Eight meetings.

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MUTUAL EIGHT: **ADOPTION**

(draft created on 9-6-17 ka)
(draft created on 10-23-17 cd)

Mutual Corporation No. Eight

MEMO

TO: MUTUAL EIGHT BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS STELLAR SOLAR CONTRACT (UNFINISHED BUSINESS ITEM D)
DATE: DECEMBER 19, 2017
CC: MUTUAL FILE

I move to approve / deny the contract with Stellar Solar.

Mutual Corporation No. Eight

MEMO

TO: MUTUAL EIGHT BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS ADOPTING POLICY 7471.08 – PEST CONTROL (NEW BUSINESS ITEM A)
DATE: DECEMBER 19, 2017
CC: MUTUAL FILE

I move to adopt Policy 7471.08 – Pest Control.

MUTUAL OPERATIONS

ADOPT DRAFT

PHYSICAL PROPERTY

Pest Control – Mutual Eight

Mutual Eight contracts with a pest control company to service the needs of the Mutual and the shareholders.

MUTUAL EIGHT PAYS FOR: Annual termite inspections, rodent bait stations throughout the Mutual, mole, gopher, skunk control, removal of bee (includes carpenter bees), wasps nests and yellow jacket hives, and fleas infesting a common area.

SHAREHOLDER PAYS FOR: Interior unit treatment for ants, roaches, silverfish, mites, gnats, mosquitoes, flies, vinegar flies, pantry pests, weevils, spiders, earwigs, crickets, lizards, bed bugs, fleas, and any other indoor pest. Mutual pays for exterior treatments required for attics, patios, and garden areas. Shareholders requesting pest control services must contact a Mutual Director who will pass the request on to Service Maintenance. Pest control services are provided weekly.

THE MUTUAL DIRECTOR WILL: Inform the shareholder of responsibility for charges and call in the shareholder request for the next weekly visit. *Any request regarding bed bug services will be reported immediately to the pest control company and will involve an additional charge to the shareholder for a special service call.* If the shareholder requests immediate service, a "service charge" will be added to their bill.

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MUTUAL **ADOPTION**

EIGHT :

(draft created on 12-04-17 ka)