

AGENDA
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
February 15, 2017
9:00 a.m., Building 5, Room B

- | | |
|--|-------------|
| 1. CALL TO ORDER | Dr. Coven |
| 2. PLEDGE OF ALLEGIANCE | Ms. Trembly |
| 3. ROLL CALL | |
| 4. INTRODUCTION OF GRF REPRESENTATIVE, GUEST(S), AND STAFF: | Dr. Coven |
| Mr. Hood, GRF Representative | |
| Ms. Hopkins, Mutual Administration Director | |
| Mr. Kranda, Building Inspector | |
| Ms. Day, Recording Secretary | |
| Mutual Five shareholders and all guests from other Mutuals | |
| 5. APPROVAL OF MINUTES: Regular Monthly Meeting of January 18, 2017
Special Meeting of January 27, 2017 (page 3) | Dr. Coven |
| 6. PRESIDENT'S ANNOUNCEMENTS | Dr. Coven |
| 7. SHAREHOLDERS' COMMENTS (on agenda items only) | |
| 8. BUILDING INSPECTOR'S REPORT | Mr. Kranda |
| 9. GRF REPRESENTATIVE | Mr. Hood |
| 10. CORRESPONDENCE | Ms. Boryta |
| 11. CHIEF FINANCIAL OFFICER'S REPORT | Ms. Tran |
| 12. APPOINTMENTS –
Nominating Committee | Dr. Coven |
| 13. COMMITTEES – | |
| Carports | Ms. Boryta |
| Emergency Preparedness | Ms. Boryta |
| Landscape | Ms. Trembly |
| Laundry Rooms | Mr. Powell |
| Physical Properties | Mr. Gould |
| Special Events | Ms. Trembly |
| 14. UNFINISHED BUSINESS – | |
| a. Project updates: SmartBurner installations, Roofing | Dr. Coven |
| b. Ratify adopted/posted Policy 7402.5 – <u>Working Hours – Contractors</u> and rescind
Policy 7402 – <u>Working Hours – Contractors</u> (pages 4-5) | |
| c. Ratify adopted/posted Policy 7441.5 – <u>Building Permit Signatures</u> and rescind
Policy 7403.8 – <u>Building Permit Signatures</u> (pages 6-7) | |
| d. Ratify adopted/posted Policy 7410.5 – <u>Unit Fire/Safety Inspection</u> and rescind
Policy 7410 – <u>Apartment Fire/Safety Inspection</u> (pages 8-10) | |

STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)

15. NEW BUSINESS –

- a. Discuss Policy 7504.G – Lock Resolution (page 11)
- b. Discuss GRF Policy 1927-37 – Parking Rules For Trust Property (pages 12-29)
- c. Replace Fluorescent tubes with LED tubes
- d. Review of Reserve Study for 2017
- e. Resolution to consult Mutual attorney with development of Bylaws change to eliminate Parcel structure and review other Bylaws items
- f. Resolution to buy stovetops for those stovetops unable to accept SmartBurners
Second round burners for new stovetops

16. MUTUAL ADMINISTRATION DIRECTOR

Ms. Hopkins

17. DIRECTOR(S)' COMMENTS

18. SHAREHOLDERS' COMMENTS

19. ADJOURNMENT

20. EXECUTIVE SESSION (member, legal issues)

(STAFF WILL LEAVE THE MEETING BY 12:10 P.M.)

**NEXT MEETING: MARCH 15, 2017, at 9:00 a.m.
Building 5, Room B**

**MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE**

January 27, 2017

In accordance with the Corporation Bylaws, and pursuant to due notice to the Directors, a Special Meeting of the Board of Directors of Seal Beach Mutual Five was called to order by President Coven on January 27, 2017, at 10:00 a.m. in the Physical Property Conference Room, 2nd Floor.

Those Directors present were: President Coven, Vice President Trembly, Secretary Boryta, CFO Tran, and Directors Powell and Gould. Also present was Building Inspector Kranda.

A discuss was held regarding drainage issues during the last several rainstorms and how we plan to deal with future problems in this area.

1. We determined to have Maintenance drill a couple of 1" to 2" diameter holes in the sidewalk at building 97 as a test to see if water sinks into the soil.
2. Eric Kranda was directed by the Board to put out to bid: a contract to replace gutters with downspouts in the 9 buildings currently being reroofed.
3. Gutter cleaning will be done twice a year, once in November for the heavily treed buildings and once again in January/February for all 41 buildings. Director Gould will contact the Drone Club to survey the gutters.

Upon a MOTION duly made by Director Gould and seconded by Vice President Trembly, it was

RESOLVED, To allow the Drone Club to survey the gutters.

The MOTION passed unanimously.

4. Eric Kranda was directed by the Board to go out to bid: a contract for preventive maintenance for our sewers. The bid package is to include, but is not limited to, photographing and snaking out main lines.
5. Garden grading – a flyer will be distributed to all shareholders to explain that the garden area is the shareholder's responsibility.

There being no further business to conduct, President Coven adjourned the meeting at 10:45 a.m.

Attest, Joan Boryta, Secretary
SEAL BEACH MUTUAL FIVE
cd:1/30/17

MUTUAL OPERATIONS

PHYSICAL PROPERTY

DRAFT POLICY FOR ADOPTION

Working Hours – Contractors – Mutual Five

THAT NOTWITHSTANDING previous action by the Board, it is hereby resolved that contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday;

DRAFT

MUTUAL ADOPTION:

AMENDMENT(S)

FIVE: 04-15-87

date

MUTUAL OPERATIONS

RESCIND – MUTUAL FIVE

PHYSICAL PROPERTY

Working Hours – Contractors - All Mutuals Except 1, 12, 14, and 15

THAT NOTWITHSTANDING previous action by the Board, it is hereby resolved that contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday;

Mutual No. 7 Only (Effective 11-21-00) Replaces Above Paragraph

THAT contractors engaged by a resident for the purpose of performing interior or exterior remodeling, or installing or removing equipment and/or appliances associated with such work on the apartments in this Mutual, will be permitted to do so only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday;

FURTHER, contractors shall be allowed to work on Saturdays on projects not requiring inspection by the GRF Physical Property Department and as agreed upon by the Mutual and Physical Property Supervisor;

FURTHER, contractors are not allowed to work on Sundays and holidays.

Mutual No. 17 Only (Effective 05-05-87)

FURTHER, construction work or repair work for units will not be done in the hallways of Mutual buildings. Workmen are to clean up after themselves.

MUTUAL ADOPTION/AMENDMENTS MUTUAL ADOPTION/AMENDMENTS

ONE	See Policy 7402.1	NINE	04-13-87
TWO	04-16-87	TEN	04-22-87
THREE	04-10-87	ELEVEN	04-16-87
FOUR	05-04-87	TWELVE	See Policy 7402.1
FIVE	04-15-87	FOURTEEN	See Policy 7502.14
SIX	04-24-87	FIFTEEN	See Policy 7502.15
SEVEN	04-17-87, 11-21-00	SIXTEEN	04-20-87
EIGHT	04-26-87	SEVENTEEN	05-05-98 (see also 7402.17)

MUTUAL OPERATIONS

DRAFT POLICY FOR ADOPTION

PHYSICAL PROPERTY

Building Permit Signatures

Mutual Five requires the signature of the Mutual Corporation's president or, in the absence of the president, any officer of the Board, on any building permit, building plan, or change orders issued for apartment remodeling.

DRAFT

MUTUAL ADOPTION

FIVE: *date*

(date)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND – MUTUAL FIVE****Building Permit Signatures**

Mutual _____ requires the signature of the Mutual Corporation's president or, in the absence of the president, the vice president, on any building permit, building plans, and change orders issued for apartment remodeling.

Mutual Five Only (Effective 01-17-96)

~~Mutual Five requires the signature of the Mutual Corporation's president or, in the absence of the president, any officer of the Board, on any building permit, building plan, or change orders issued for apartment remodeling.~~

Mutual One Only (Effective 09-22-16)

Mutual One requires the signature of the Mutual Corporation's president or, in the absence of the president, the Vice President, or Physical Properties Director on any building permit, building plan, or change orders issued for apartment remodeling.

Mutual Seven Only (Effective 08-19-15)

Mutual Seven requires the signature of the Mutual Corporation's president or the Physical Property Director, on any building permit, building plans, and change orders issued for apartment remodeling.

MUTUAL ADOPTION**AMENDED****RESCINDED**

ONE:	03-27-03	02-23-06, 09-22-16	
TWO:	07-19-90		
THREE:	07-13-90		
FOUR:	08-06-90		
FIVE:	09-20-95	09-22-92, 01-17-96	<u>(See Policy 7441.5)-date</u>
SIX:	07-27-90	07-23-96	
SEVEN:	07-20-90	08-19-15	
EIGHT:	07-23-90		
NINE:			
TEN:	07-26-90		
ELEVEN:			
TWELVE:			
FOURTEEN:	07-27-90		
FIFTEEN:	07-16-90		
SIXTEEN:			
SEVENTEEN:			

MUTUAL OPERATIONS

ADOPT DRAFT POLICY

PHYSICAL PROPERTY

Unit Fire/Safety Inspection

Biennial Inspection

WHEREAS, The Occupancy Agreement between each Stockholder and the Corporation provides that the Board may make an inspection of the dwelling unit at any reasonable hour of the day, and

WHEREAS, It is the desire of this Board that such situations be discovered and rectified before harm can come to shareholders or to the structure; now, therefore, be it

RESOLVED, That the Golden Rain Foundation Facilities Director is authorized and instructed to institute a biennial Fire/Safety Inspection of the dwelling units of this Corporation, using appropriate City and County Health, Fire and Building Codes as a basis for developing a checklist of possible violations, and assigning staff members from Physical Property, Security and/or other appropriate departments to work with members of this Board in conducting such an inspection.

RESOLVED FURTHER, that violations of City or County Codes shall be reported by the Golden Rain Foundation Facilities Director to the appropriate City or County agency for such remedial action as is provided under the Code.

MUTUAL ADOPTION

FIVE:

(Draft created 12/21/16 cd)

MUTUAL OPERATIONS**RESCIND MUTUAL 5****PHYSICAL PROPERTY****Apartment Fire/Safety Inspection****Annual Inspection:**

WHEREAS, The Board of Directors of this Corporation is bound by the terms of a Regulatory Agreement with FHA/HUD to maintain the physical structure of the apartment building in the Mutual in good repair and in such condition as will preserve the health and safety of its occupants,

WHEREAS, The Occupancy Agreement between each Stockholder and the Corporation provides that the Board may make an inspection of the dwelling unit at any reasonable hour of the day, and

WHEREAS, It is the desire of this Board that such situations be discovered and rectified before harm can come to residents or to the structure; now, therefore, be it

RESOLVED, That the Golden Rain Foundation Community Facilities Manager is authorized and instructed to institute an annual Fire/Safety Inspection of the dwelling units of this Corporation, using appropriate City and County Health, Fire and Building Codes as a basis for developing a checklist of possible violations, and assigning staff members from Physical Property, Security and/or other appropriate departments to work with members of this Board in conducting such an inspection.

RESOLVED FURTHER, that violations of City or County Codes shall be reported by the Golden Rain Foundation Community Facilities Manager to the appropriate City or County agency for such remedial action as is provided under the Code.

Biennial Inspection:

RESOLVED, That the resolution adopted by this Mutual on (see below) authorizing the institution of an Annual Fire/Safety Inspection of Mutual apartments be amended to read "...the Golden Rain Foundation Community Facilities Manager is authorized and instructed to institute a biennial Fire/Safety Inspection of the dwelling units of this Corporation..."

MUTUAL OPERATIONS**RESCIND MUTUAL 5**

PHYSICAL PROPERTY

Apartment Fire/Safety Inspection

<u>Mutual</u>	<u>Annual Inspection</u>	<u>Biennial Inspection</u>	<u>As Needed</u>
ONE		01-22-87, 04-23-15***	
TWO	05-15-75	04-19-79	
THREE	02-20-73	11-14-86	
FOUR	12-04-72	12-01-86	
FIVE	12-20-72	02-19-75 (See Policy 7410.5 - date)	
SIX	12-08-72	12-05-86	
SEVEN	01-19-73 , 10-19-07**	02-21-75	
EIGHT	12-11-72	11-24-86	
NINE	01-08-73	02-10-75 (See Policy 7410.9-June 2016)	
TEN	11-20-72	02-27-75	
ELEVEN	12-21-72	03-20-75	
TWELVE	See Policy 7410.12		
FOURTEEN	12-08-72	11-21-86	03-31-89
FIFTEEN	01-15-73	02-03-75	
SIXTEEN	1972 , 09-18-00*	02-13-75	
SEVENTEEN	See Policy 7410.17		

*In 1972, Mutual Sixteen had annual Inspections; in 1975, the Mutual changed to biennial inspections and, in 2000, the Mutual reverted back to annual inspections.

**On 10-19-07, Mutual Seven reverted back to annual inspections. (Nov. 24, 2014)

***Mutual One will have the fire/safety inspections in Buildings 1 through 35 every odd year and in Buildings 36 through 70 every even year, to begin in 2015.

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Lock Resolution – All Mutuals except Mutual Seventeen**

WHEREAS, emergencies do arise when it is necessary for employees and agents of the Corporation to enter apartments in the absence of the resident in order to protect the property from further damage or to render emergency service to the resident, and

WHEREAS, the lock system authorized by this Corporation requires that exterior doors be master-keyed to the lock system originally installed,

NOW THEREFORE BE IT RESOLVED,

- 1) All locking devices on any original entrance door shall be master-keyed to the original keying system.
- 2) Locking devices that have been installed which do not comply must be removed at the expense of the resident or as an alternative, a GRF lockbox with an approved red reflector strip attached containing the apartment key may be attached to a highly visible nearby location near the entry door, at a distance of no higher than six feet from the ground.
- 3) In the event that a locking device does not meet the Mutual standard and the nature of the emergency makes it necessary to enter the apartment, agents and employees of this Corporation are authorized to obtain entrance by any reasonable means and the expense of repair, if any, shall be a resident charge.

MUTUAL ADOPTION**AMENDMENT****MUTUAL ADOPTION****AMENDMENT**

ONE: 12-04-14
 TWO: 03-19-15
 THREE: 12-12-14
 FOUR: 12-10-14
 FIVE: 02-18-15
 SIX: 11-25-14
 SEVEN: 03-01-15
 EIGHT: 01-26-15

NINE: 01-12-15
 TEN: 12-02-15
 ELEVEN: 11-20-14
 TWELVE: 11-23-14
 FOURTEEN: 03-17-15
 SIXTEEN: 01-19-15
 SEVENTEEN:

(See Policy 7504.17)-Apr. 2001

(Mar 15)

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(10/07/16 jl-Corrections made regarding MU 17 exclusion & when MU 17 rescinded)

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any TRUST PROPERTY regulated by the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17 CCRs: all Shareholder/Members are solely responsible for the actions of their guests and employees, therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

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

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.

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****2.5. COMMERCIAL VEHICLES**

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation, a truck, van or trailer that has one or more of the following traits:

- 2.5.1. Larger than one (1) ton carry weight;
- 2.5.2. Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;
- 2.5.3. Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.
- 2.5.4. Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;
- 2.5.5. Used to haul any hazardous materials;
- 2.5.6. Designed to carry more than 15 passengers.

2.6. DUE PROCESS

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. It may not be driven on sidewalks.

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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

resolution of alleged violations of community rules.

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

2.10. MOBILITY SCOOTER

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

2.11. 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).

2.12. MOTOR-DRIVEN CYCLE

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

2.13. NON-RESIDENT

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

2.14. 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.

2.15. PARKING RULES VIOLATION PANEL (PRV)

The GRF Board of Directors (BOD) has established a committee consisting of three (3) GRF directors 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.

2.16. PEDESTRIAN

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

2.17. PROHIBITED VEHICLES

- 2.17.1.** Aircraft;
- 2.17.2.** Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – Recreational Vehicles Restricted;
- 2.17.3.** 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;
- 2.17.4.** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.17.5.** UNAUTHORIZED VEHICLE: Use of a motor vehicle in the community without consent of GRF or at least one of the Mutuels;
- 2.17.6.** UNREGISTERED VEHICLE: no current valid State registration; or
- 2.17.7.** Vehicle designed to carry 12 or more passengers.

EXCEPTION:

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

2.18. 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.

2.19. 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).

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****2.20. 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 related mutual president.

2.21. TRUST PROPERTY

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

2.22. TRUST STREETS

Streets with names.

2.23. UNASSIGNED PARKING

Not an ASSIGNED PARKING space.

2.24. UNAUTHORIZED VEHICLE

A vehicle not permitted to be on TRUST PROPERTY.

2.25. 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 TRUST 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 Section 6 – Towing Policy.

3.2. TEMPORARY PARKING PERMITS

3.2.1. The following Parking Permits are issued by Security Department

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

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

3.2.2.2. Guest of Shareholder/Member;

3.2.2.3. Overnight Parking Permit at request of Shareholder/Member for Guest.

3.3. GENERAL PARKING RULES

3.3.1. Park Safely – At no time may a vehicle be parked in a manner creating a traffic hazard.

3.3.2. No animal or child is allowed to be left alone in any parked vehicle on TRUST PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.

3.3.3. Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 6 – Towing Policy.

3.3.4. Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.

3.3.5. Off Pavement – At no time may a vehicle be parked with any portion of it off pavement.

3.3.6. Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

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

3.3.6.1. Vehicle must be parked completely within the marked boundaries of a parking space

3.3.6.2. A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access,

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

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 TRUST PROPERTY at any time.
- 3.3.6.4.** Any vehicles without a Seal Beach Leisure World decal on windshield or pass may not be parked on TRUST PROPERTY.
- 3.3.6.5.** Trailers not connected to a vehicle are not permitted to be parked on TRUST STREETS.
- 3.3.6.6.** Such trailers may be parked in the Permit section at Clubhouse 4 only with a permit issued by the Security Department.
- 3.3.6.7.** Pods, moving trailers or similar portable storage units are not permitted on TRUST PROPERTY without Security Department authorization.
- 3.3.6.8.** Vehicles in violation are subject to immediate tow away at owner's expense. See Section 6 – Towing Policy.

3.4. PARKING ZONES

- 3.4.1.** Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. See Section 6 – Towing Policy.
 - 3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 feet of a fire hydrant even if the curb is unpainted.
 - 3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.
 - 3.4.1.3.** Bus Stops: No person shall park or leave standing any vehicle within 30 feet on bus stop side of the street to provide for loading and

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

unloading of buses.

3.4.1.4. Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 feet of the mail box.

3.4.2. Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.

3.4.3. Green Zone: Parking may not exceed time limit posted by sign or curb marking.

EXCEPTION:

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

3.4.4. White Zone: Passenger loading and unloading only. Time limit: 30 minutes.

3.4.5. Yellow Zone: Commercial vehicle loading and unloading only: 30 minutes.

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

3.5. RESIDENT'S PARKING

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 96 hours in one location without first notifying the Security Department.

3.6. NON-RESIDENT PARKING

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

3.6.1. Any violation of this section may result in vehicle being towed at the owner's expense. (see Section 6 - Towing Policy)

3.7. CAREGIVER PARKING

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

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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****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 TRUST 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 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.
- 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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****(VUFR) RESTRICTIONS**

An RV or VUFR may be parked on TRUST STREETS only when meeting all of the following conditions:

- 3.10.1.** RV parked at any TRUST PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.
- 3.10.2.** RV or VUFR is parked up to 48 hours for the purpose of loading or unloading.
- 3.10.3.** Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
- 3.10.4.** RV or VUFR must be parked with engine and accessory equipment (e.g. exterior lights, air conditioner, audio and video equipment) shut off.
The generator may **ONLY** be used between the hours of 8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.
- 3.10.5.** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
- 3.10.6.** RV or VUFR may not be attached to any external power supply.
- 3.10.7.** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- 3.10.8.** No animals or children are to be left unattended on or within any RV or VUFR at any time.

3.11. "FOR SALE" SIGNS

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

3.13. WASHING

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

EXCEPTION:

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on TRUST 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 hours in the lot across from the clubhouse next to the golf course.

4.2. CLUBHOUSE TWO

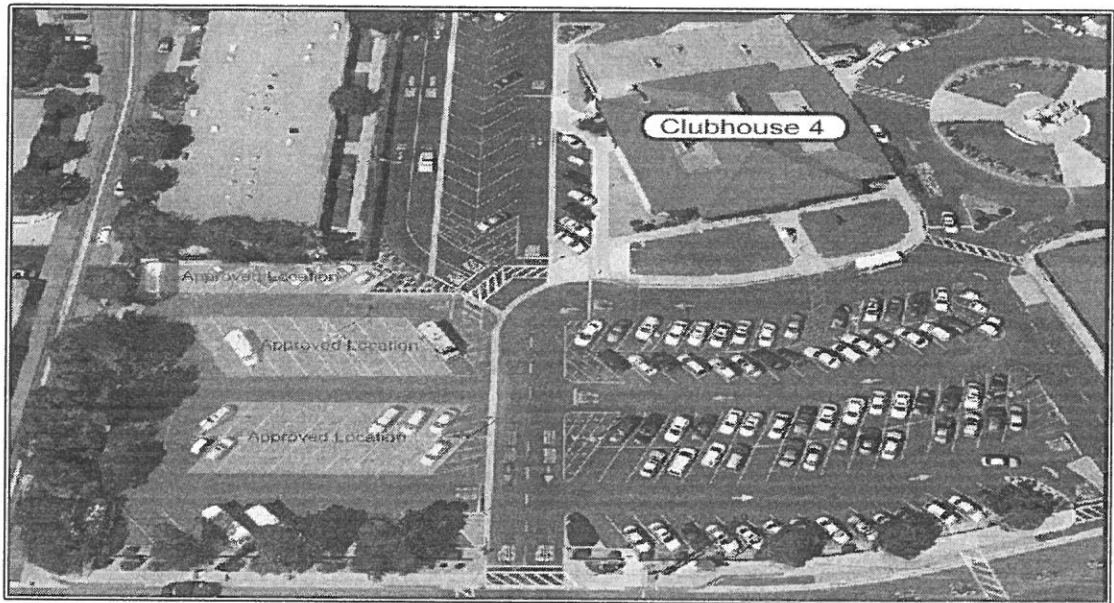
- 4.2.1. Parking next to the Wood Shop and car wash is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.2.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the east side of the clubhouse (El Dorado).
- 4.2.3. Parking is permitted up to 72 hours in the lot between the clubhouse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

4.3. CLUBHOUSE THREE & FOUR**4.3.1. Permit Parking**

The three (3) approved locations within the Clubhouse 4 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.

EXCEPTION:

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****The Radio Club Yellow Emergency Van****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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

- 4.3.3.4.** Shareholders/Members may park one (1) RV or VUFR at a time temporarily in the approved location within the Clubhouse 4 parking lot for a maximum of 21 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 or VUFR at a time temporarily in the approved location within the Clubhouse 4 parking lot for a maximum of 14 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.

- 4.3.3.5.** In the event of an unexpected medical and or mechanical emergency the Security Chief or the Executive Director may grant a limited extension not to exceed 72 hours.

EXCEPTION:

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

- 4.3.3.6.** The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).
- 4.3.3.7.** 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.** Shareholder/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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

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 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: First twenty-one (21) days – No Charge.

4.3.6.2. Guest of Shareholder/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.

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

4.5. AMPHITHEATER

4.5.1. Parking is permitted in all other areas around these two clubhouses up to 72 hours.

4.5.2. No Shareholder/member may park in any space marked for "Staff" or HCC at any time.

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY****EXCEPTION:**

"Staff" or HCC parking may be used 1 hour before, during and 1 hour after evening and weekend Amphitheater programs.

- 4.5.3.** The parking space designated for the HCC 24-Hour Nurse may never be used by anyone except that employee.

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. GRF 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 GRF's ability 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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

form.

- 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 at the next monthly meeting of the PRV. Hearings will be scheduled once a month on the fourth Monday of the month at 9:00 am.
- 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. Shareholder/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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

requested. The PRV must be notified at least ten (10) business days prior to the hearing if the Shareholder/member will bring an interpreter.

7.4. Extensions

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

- 7.4.1. An extension of Hearing date at least 48 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 Shareholder/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 Shareholder/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 Shareholder/Member does not appear at the scheduled meeting without prior notification to the Panel, this will be accepted as agreement by the Shareholder/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

COMMUNITY OPERATIONS**VEHICLE PARKING POLICY****PARKING RULES FOR TRUST PROPERTY**

panel's decision regarding the alleged violation. Findings may allow for vacating the citation.

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.

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 Administration Conference Room A.

EXCEPTION:

7.7.3.1. Contractors will be adjudicated by Physical Properties 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.

Adopted: 27 Dec 16

**Golden Rain Foundation
Seal Beach, California**

(DEC 2016)