

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL FIVE
January 18, 2017
9:00 a.m., Building 5, Room B

- | | |
|--|---|
| 1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE | Dr. Coven |
| 2. ROLL CALL | |
| 3. INTRODUCTION OF GRF REPRESENTATIVE, GUEST(S), AND STAFF: Mr. Hood, GRF Representative Ms. Hopkins, Mutual Administration Director Mr. Kranda, Building Inspector Mrs. Aquino, Recording Secretary Mutual Five shareholders and all guests from other Mutuals | Dr. Coven |
| 4. APPROVAL OF MINUTES: Regular Monthly Meeting of December 21, 2016 | Dr. Coven |
| 5. PRESIDENT'S ANNOUNCEMENTS | Dr. Coven |
| 6. SHAREHOLDERS' COMMENTS | |
| 7. BUILDING INSPECTOR'S REPORT (Page 3) | Mr. Kranda |
| 8. GRF REPRESENTATIVE | Mr. Hood |
| 9. CORRESPONDENCE | Ms. Boryta |
| 10. CHIEF FINANCIAL OFFICER'S REPORT | Ms. Tran |
| 11. APPOINTMENTS – none | Dr. Coven |
| 12. COMMITTEES – Carports Emergency Preparedness Landscape Laundry Rooms Physical Properties Special Events | Ms. Boryta Ms. Boryta Ms. Trembly Mr. Powell Mr. Gould Ms. Trembly |
| 13. UNFINISHED BUSINESS – | |
| a. Project updates: SmartBurner installations and Roofing | Dr. Coven |
| b. Rescind Policy 7335 – <u>Cash Disbursements</u> (Page 4) | |
| c. Adopt Policy 7465.5 – <u>Skylights and Sola Tubes</u> MU 05 (Pages 5-8) | |
| d. Rescind Policy 7403.4 – <u>Skylights for Bathrooms or Kitchens</u> (Pages 9-10) | |
| e. Rescind Policy 7403.5 – <u>Skylights in Permanent Roof Extension</u> (Pages 11-12) | |

14. NEW BUSINESS –

- a. Discuss Policy 7582.5– Towing Vehicles (MU 05 Draft) (Pages 13-14)
- b. Rescind Policy 7582 – Towing Vehicles (Pages 15-16)
- c. Discuss Policy 7502.5 – Carport Regulations (MU 05 Draft) (Pages 17-19)
- d. Discuss Policy 7582.5 Pods Migrating to 7583.5 number change only (Pages 20-24)
- e. Rescind Policy 7760 – Tax Postponement (Page 25)
- f. Mutual Five Birthday Party – Discussion Only
- g. Motion to continue to receive other Mutual's Minutes
- h. Notice of Intent to Withdraw – Request for Mutual Board Resolution

STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)

- 15. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
- 16. DIRECTOR(S)' COMMENTS
- 17. SHAREHOLDERS' COMMENTS (on agenda items only)
- 18. ADJOURNMENT
- 19. EXECUTIVE SESSION (member, legal issues)

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

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

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: (05) Five

INSPECTOR: Eric Kranda

MUTUAL BOARD MEETING DATE: **JANUARY 18,2017**

Print Date: 11/9/2016

PERMIT ACTIVITY

| UNIT # | DESCRIPTION OF WORK | GRF/CITY PERMIT | PERMIT ISSUE | COMP. DATE | CHANGE ORDER | RECENT INSPECTION | CONTRACTOR / COMMENTS |
|--------|---------------------|-----------------|--------------|------------|--------------|-------------------|-----------------------|
| 91-G | HEAT PUMP | BOTH | 06/02/16 | 08/16/16 | NO | NONE | YES |
| 91-G | ROOM ADDITION | BOTH | 05/25/16 | 12/01/16 | YES | FINAL 12/13/16 | ALPHA MASTER |
| 99-G | ROOM ADDITION | BOTH | 11/07/16 | 05/04/17 | NO | UNDERGROUND | ALPHA MASTER |
| 100-L | AC | BOTH | 12/30/16 | 01/30/17 | NO | FINAL | GREENWOOD |
| 111-D | HEAT PUMP | BOTH | 05/25/16 | 12/01/16 | NO | NONE | YES |
| 117-D | SHOWER CUT DOWN | BOTH | 10/26/16 | 11/26/16 | NO | NONE | NUKOTE |
| 120-A | WINDOS | BOTH | 11/04/16 | 12/30/16 | NO | FINAL | SHOWCASE |
| 120G | KITCHEN REMODEL | BOTH | 09/13/16 | 10/28/16 | YES | FINAL 12/13/16 | OGAN |
| 120G | CARPET | GRF | 12/01/16 | 12/30/16 | NO | FINAL | KARY CARPET |
| 122-D | KITCHEN REMODEL | BOTH | 11/23/16 | 12/31/16 | NO | FINAL | SWENMAN |
| 123A | ROOM ADDITION | BOTH | 09/10/16 | 11/20/16 | NO | FINAL | LOS AL BLDRS |
| 125A | ROOM ADDITION | BOTH | 08/18/16 | 01/18/17 | NO | 10/19/16 DRYWALL | LOS AL BLDRS |

ESCROW ACTIVITY

| UNIT # | NMI | PLI | NBO | FI | FCOEI | ROF | DOCUMENTS/COMMENTS |
|--------|-----|----------|----------|----------|-----------|-----|--------------------|
| 69-G | | | | | | | |
| 70-C | | 09/07/16 | 01/04/17 | 01/04/17 | 01/13/17 | | |
| 70-J | | 10/12/16 | 12/05/16 | 12/05/16 | 12/15/167 | | |
| 71-F | | 09/14/16 | 11/30/16 | 12/01/16 | 12/16/16 | | |
| 94-A | | 11/01/16 | | | | | |
| 94-H | | 09/07/16 | 09/26/16 | 09/29/16 | 10/13/16 | | |
| 94-I | | 12/16/16 | 01/05/17 | 01/06/17 | 01/18/17 | | |
| 95-C | | 03/24/15 | | | | | |
| 96-F | | 01/04/17 | | | | | |
| 97-A | | 08/10/16 | 12/02/16 | 12/06/16 | 10/21/16 | | |
| 104-C | | 10/13/15 | 11/21/16 | 11/22/16 | 12/05/16 | | |
| 104-E | | 10/14/16 | | | | | |
| 105-E | | 06/20/16 | | | | | |
| 106-H | | 10/12/16 | | | | | |
| 106-I | | 04/01/16 | | | | | |
| 108-J | | 09/23/16 | 12/02/16 | 12/06/16 | 12/16/16 | | |
| 108-K | | 09/30/16 | | | | | |
| 109-F | | 09/30/16 | | | | | |
| 114-H | | 07/25/16 | 10/27/16 | 11/03/16 | 11/16/16 | | |
| 115-F | | 07/03/16 | 10/27/16 | 11/03/16 | 11/18/16 | | |
| 115-J | | 06/14/16 | | | | | |
| 116-L | | 05/02/16 | 10/04/16 | 10/10/16 | 10/24/16 | | |
| 119-I | | 11/18/16 | 01/05/17 | 01/11/17 | | | |
| 119-K | | 09/23/16 | 11/05/16 | 11/05/16 | 11/15/16 | | |
| 124-F | | 01/04/17 | | | | | |
| 125-A | | 12/16/16 | | | | | |

CONTRACTS

| ANDRES LANDSCAPE | GOOD UNTIL 10/2017 | | | | | | PROJECT |
|----------------------|--------------------|--|--|--|--|--|---------|
| EMPIRE PIPE CLEANING | DONE | | | | | | |
| FENN | GOOD UNTIL 03/2017 | | | | | | |

SPECIAL CONTRACTS

| | | | | | | | PROJECT |
|---------------|--|--|--|--|--|--|---|
| KELLIE VAUGHN | | | | | | | REROOFING 90,91,93,94,95,98,103,114,121 |
| KRESS | | | | | | | HOODS FOR REROOFING 90,91,93,94,95,98,103,114,121 |

MUTUAL OPERATIONS**MUTUAL FIVE - RESCIND****ACCOUNTING AND FISCAL****Cash Disbursements – All Mutuals Except Five, Nine and Twelve (10-10-13)**

Cash disbursements are made from one of two checking accounts referred to as the Agency Account and General Account (except Mutuals Nos. 16 & 17 who have only an Agency Account.)

A. Agency Account

1. Mortgage Payments
2. Power and Lights
3. Trash Hauling
4. GRF (paid by GRF and invoiced to Mutuals)
 - a. Admin., Recreation, Physical Property
 - b. Service Maintenance (SROs)
 - c. Water Charges
 - d. Rubbish Hauling
 - e. Street Lighting
 - d. Third Party Charges

5. Funding

- a. Operating Reserve
- b. Replacement Reserve
- c. Supplemental Replacement Reserve
- d. Painting Reserve
- e. Special Contingency Fund (if applicable)
- f. Emergency Reserve (if applicable)

6. Federal and State Income Taxes.
7. Property Taxes
8. Refund to Residents Related to Monthly Fees

B. General Account

1. Extraordinary Expenses
2. Outside Contractors and Services

AMENDMENT(S)**RESCIND****Mutual Five - *date***

Mutual Nine-Aug 00

Mutual Twelve-Oct 13 (See 7335.12)

MUTUAL OPERATIONS**BOARD REVISED DRAFT - ADOPT****PHYSICAL PROPERTY****Skylights and/or Sola Tubes for Kitchens,
Bathrooms, and permanent Patio Extensions – Mutual Five****Permit**

Whereas Article 12 of the Occupancy Agreement states that: "The Member shall not, without the written consent of the Corporation, make any structural alterations in the premises. . ." Therefore, in order to make any structural changes to the building, the shareholder must request permission to remodel the roof of the building in which they reside in order to install skylights or sola tubes.

The Physical Property Department of the Golden Rain Foundation is hereby authorized to: (a.) approve individual requests by shareholders for the installation of Skylights and/or Sola Tubes in any room, and in permanent patio roof extensions and (b.) is authorized to issue a building permit subject to the following conditions:

1. All skylight and Sola tube installations require a permit from the City of Seal Beach and the Physical Property office of Golden Rain Foundation.
2. The contractor performing the work must be a contractor licensed in the State of California as a General Contractor and the work to be performed at the expense of the requesting shareholder.
3. The contract form to be used will be the standard contract form as developed by the Physical Property Department.
4. The construction will conform to the plans and specifications approved by the Mutual Board and the Physical Property Department.
5. Shareholder agrees that title to the remodeling and addition shall vest in the Mutual Corporation.
6. Skylights with an electric motor: the motor is to be maintained by the shareholder.

Location and Size:

7. A skylight may be placed in any room of a unit when the Mutual Board determines attic space at the place of choice does not inhibit a particular installation. In the kitchen and original bathroom area, a skylight shall not exceed 24" x 24" and the "tunnel" may be flared. In other approved locations, skylights may be up to 36" x 60" but not flared unless the Mutual Board allows an exception.

(*date*)

MUTUAL OPERATIONS**BOARD REVISED DRAFT - ADOPT**

PHYSICAL PROPERTY

Skylights and/or Sola Tubes for Kitchens,
Bathrooms, and permanent Patio Extensions – Mutual FiveNumber:

8. Mutual Five permits a maximum of three (3) skylights per two-bedroom unit and a maximum of two (2) skylights in a one bedroom unit.

SOLA TUBESResponsibilities:

Whereas Article 11 of the occupancy agreement states that pertaining to the maintenance of the roofs (a)(3) "The member agrees to repair and maintain his dwelling unit at his own expense as follows . . .any repairs or maintenance of . . .floors and ceiling of the dwelling unit."

10. Skylights and Sola tubes must be installed using the manufacturers specifications and conform to all applicable building codes.
11. During the warranty period, the contractor is responsible for the entire Skylight and Sola tube installation. After the warranty period, the following responsibilities apply:
 - a. Mutual: The Mutual is responsible for the curbing and flashing since this will normally be changed when the building is re-roofed.
 - b. Shareholder: The shareholder is responsible for the skylight dome, the skylight operating mechanism, the shaft (including painting) and the ceiling grid (**See Diagram 1**).
 - c. Shareholder is responsible for the Sola tube dome and shaft.
 - d. In the event of a roof leak as a result of the Skylight or Sola tube installation, the shareholder shall be responsible for all associated costs to repair and maintain the system, including labor and material costs.
12. Preventive Maintenance: At the time of the fire inspections, the Physical Property inspector shall identify and provide Service Maintenance with a list of units that have cracked or faulty Skylights or Sola tubes. Maintenance and repairs shall be at the expense of the shareholder.
13. All fasteners at the roof flashing shall be self-sealing screws by use of a rubber grommet and shall have sealant applied over the top of the fastener.

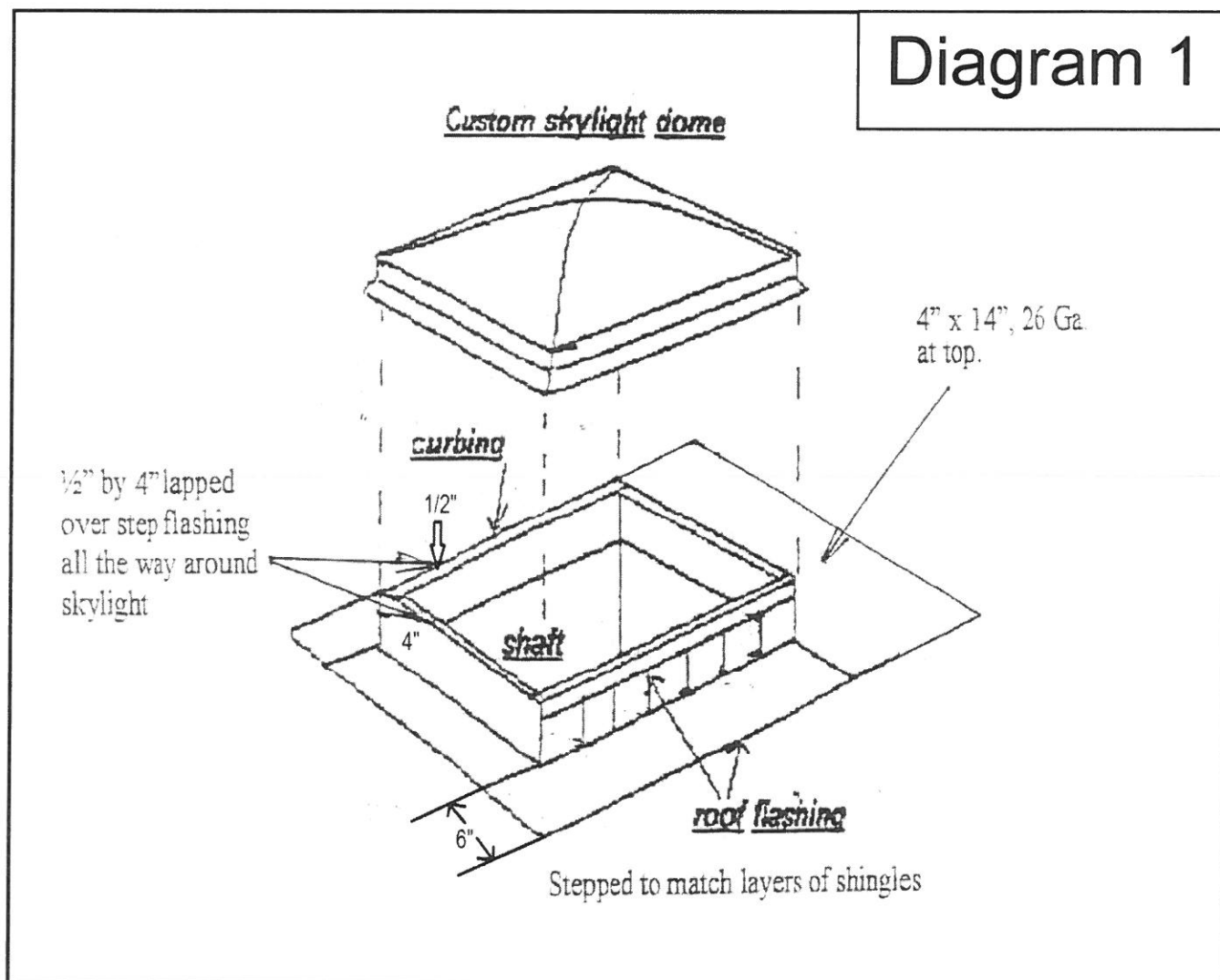
(*date*)

MUTUAL OPERATIONS**BOARD REVISED DRAFT - ADOPT**

PHYSICAL PROPERTY

Skylights and/or Sola Tubes for Kitchens,
Bathrooms, and permanent Patio Extensions – Mutual Five

The skylight curbing shall consist of 2" x 6" framing with a minimum 4" rise above roof sheathing and flashing (See Diagram 1).



(*date*)

MUTUAL OPERATIONS

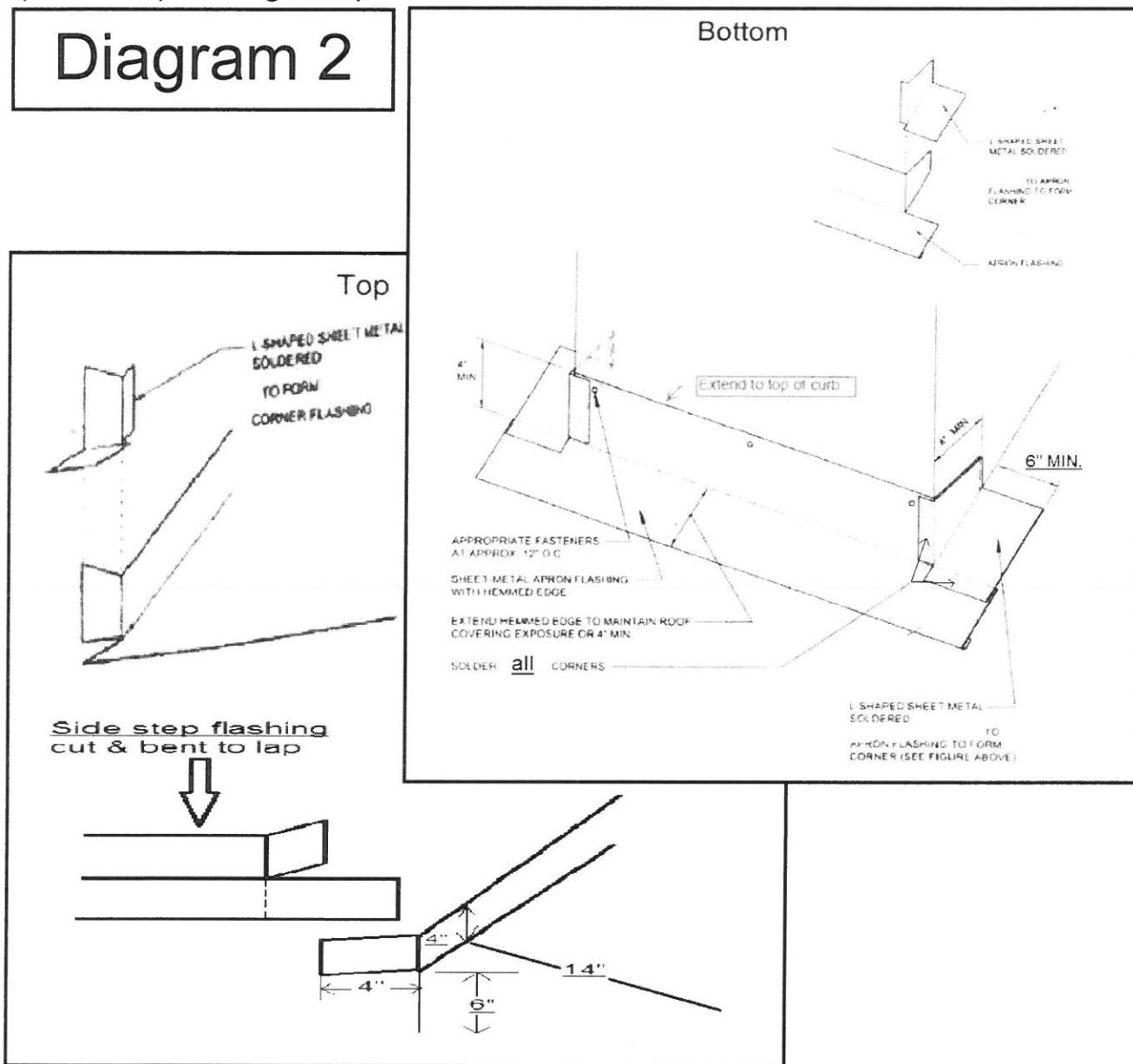
BOARD REVISED DRAFT - ADOPT

PHYSICAL PROPERTY

Skylights and/or Sola Tubes for Kitchens, Bathrooms, and permanent Patio Extensions – Mutual Five

Only curb-mounted skylights shall be allowed in the Mutual. Self-flashing skylights are prohibited (See Diagram 2).

Diagram 2



MUTUAL ADOPTION

AMENDMENT(S)

FIVE: *date ratified*

(*date*)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND – MUTUAL FIVE****Skylights for Bathrooms or Kitchens****RESOLUTION:**

WHEREAS, some residents of this Mutual have requested permission to remodel the building in which they reside by installing skylights over the kitchen or bathroom in the existing roof structures, and

WHEREAS, permission has been received from HUD and the mortgagee to permit such remodeling,

NOW THEREFORE BE IT RESOLVED, that the Physical Property Department of the Golden Rain Foundation is hereby authorized to approve individual requests by residents for this remodeling and to issue a building permit in the regular form for this work, subject to the following conditions:

1. The contractor performing the work must be a contractor licensed in the State of California as a General Contractor, and the work to be performed at the expense of the requesting resident.
2. The contract form to be used will be the standard contract form as developed by the Physical Property Department.
3. The construction will conform to the plans and specifications approved by the Mutual Board.
4. A building permit will be obtained from the City of Seal Beach, California.
5. Resident agrees that title to the remodeling and addition shall vest in the Mutual Corporation.

Mutual Five (effective 7-19-00)

- ~~6. NOTWITHSTANDING PREVIOUS ACTION by the Mutual No. Five Board, a skylight may be placed in any room of an apartment when the Mutual Board determines that the attic space at the place of choice does not inhibit a particular installation. In the kitchen and original bathroom area, a skylight shall not exceed 24" by 24" in either length or width, but the "tunnel" may be flared. In other approved locations, a skylight shall not exceed 36" by 60" and the tunnel may not be flared unless the Mutual Board allows an exception.~~

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND – MUTUAL FIVE****Skylights for Bathrooms or Kitchens****Mutual Nine (effective 10-11-04)**

6. At the time of installation or replacement of skylights or skylight domes, single-sided foam tape must be applied between the frame and skylight dome.

Mutual Fifteen (effective 07-16-90)

6. Skylights are allowed in the two-story buildings in the second story apartments.

Mutual Fifteen (effective 04-29-04)

7. THAT Mutual No. Fifteen will maintain the skylights in the atrium room only unless the damage is caused by a resident's negligence and,

FURTHER, a resident who has a skylight with an electric motor is responsible for maintaining the motor.

MUTUAL ADOPTION**AMENDMENT(S)****RESCINDED**

| | | | |
|-----------|---------------------|------------------------------|---|
| ONE | 07-25-85 | | |
| TWO | 08-15-85 | | |
| THREE | 09-14-84 | | (See Policy 7403.3) Aug 2016 |
| FOUR | 07-02-84 | | (See Policy 7403.4.4) Dec 2006 |
| FIVE | 10-16-85 | 11-11-91, 07-19-00 | <u>(See Policy 7465.5)*date*</u> |
| SIX | 10-25-85 | | (See Policy 7403.4.6) Sept 2009 |
| SEVEN | 08-15-86 | | (See Policy 7403.4.7) Jul 2008 |
| EIGHT | 06-25-84 | | (See Policy 7403.4.8) |
| NINE | 06-10-85 | 10-11-04 | |
| TEN | 10-23-85 | | |
| ELEVEN | 08-24-83 | | |
| TWELVE | 12-13-84 | | (See Policy 7403.4.12) May 2009 |
| FOURTEEN | 09-23-83 | | |
| FIFTEEN | 12-16-85 | 07-16-90, 03-19-01, 04-19-04 | |
| SIXTEEN | 06-16-86 | | |
| SEVENTEEN | N/A | | |

(Created on 10/13/16 jl)

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND – MUTUAL FIVE****Skylights in Permanent Roof Extension****RESOLUTION**

THAT Mutual _____ authorizes the Physical Property Department to issue permits for the installation of skylights in patio permanent roof extensions, as approved by HUD and according to the following Mutual specifications:

1. Size
 - a. 32" x 64"
2. Number
 - a. One only per apartment
 - b. Two per apartment
 - c. Three per apartment
3. Location
 - a. Over entry way
 - b. Over front patio
 1. In front of bedroom
 2. In front of living room
4. Position
 - a. Thirty inches in front of building stucco wall
 - b. Long side of skylight parallel with rafters
 - c. Long side of skylight across the rafters
 1. Middle rafter may be cut and headered in

(The number and location of skylights vary in each Mutual; please refer to the Mutual minutes that corresponds to the adoption dates listed below).

MUTUAL OPERATIONS**PHYSICAL PROPERTY****RESCIND – MUTUAL FIVE****Skylights in Permanent Roof Extension****Mutual Five – Effective 9-20-00**

NOTWITHSTANDING PREVIOUS ACTIONS by the Mutual No. Five Board, a skylight may be placed in any room of an apartment when the Mutual Board determines attic space at the place of choice does not inhibit a particular installation. In the kitchen and original bathroom area, a skylight shall not exceed 24" X 24" in either length or width, but the "tunnel" may be flared. In other approved locations, skylights may be up to 36" X 60" but not flared unless the Mutual Board allows an exception.

Mutual Nine - Effective October 11, 2004

At the time of installation or replacement of skylights or skylight domes, single-sided foam tape must be applied between the frame and skylight dome. Further, that a maximum of five (5) skylights be allowed in a unit (includes any bathroom, kitchen, bedroom, or living room).

| <u>MUTUAL ADOPTION</u> | <u>AMENDMENT(S)</u> | <u>MAXIMUM NO. OF SKYLIGHTS</u> |
|-------------------------------|----------------------------|--|
| ONE | 07-25-85 | 3 |
| TWO | 07-19-79 | 2 |
| THREE | 08-18-80 | 3/2*(See 7403.3-Aug 16) |
| FOUR | 04-03-78 | 1 |
| FIVE | 04-19-78 | 3 <u>(See 7465.5-date)</u> |
| SIX | 04-28-78 | 2 |
| SEVEN | 04-21-78 | 2 |
| EIGHT | 01-23-84 | 2 |
| NINE | 05-08-78 | 5 |
| TEN | 10-26-78 | 3 |
| ELEVEN | 08-19-82 | 2 |
| TWELVE | 04-13-78 | 3 |
| FOURTEEN | 10-28-77 | 3 |
| FIFTEEN | N/A | N/A |
| SIXTEEN | 11-19-84 | 3/2** |
| SEVENTEEN | N/A | N/A |

*Maximum three skylights in a two-bedroom or corner unit; maximum two skylights in a one-bedroom unit.

**Maximum three skylights in a two-bedroom unit, maximum two skylights in a one-bedroom unit.

MUTUAL OPERATIONS**RESIDENT SHAREHOLDER REGULATIONS****DRAFT POLICY FOR ADOPTION****Towing Vehicles – Mutual Five**

A towing procedure is hereby established which permits Mutual Five to remove and store vehicles that are in violation of Mutual Policy. The authority for this action is contained in Section 22658(a) of the California Vehicle Code (CVC) – Authority to Remove Vehicles.

In conformance with the California Vehicle Code, appropriate signage will be posted at all community entrance streets advising all who enter that it is private property and unauthorized or illegally parked vehicles will be towed away at the vehicle owner's expense per California Vehicle Code Section 22658(a).

A. Tow Procedure: Immediate Action

Security Department will advise the Mutual Board when vehicles are in violation and may require immediate action / removal:

1. Violation of the Fire Lane Regulation CVC 22953(b).
2. Violation of the Fire Hydrant Regulation (Mutual Policy).

If approval is received from the Mutual, the Security Department will notify the tow company to respond and meet the designated Mutual representatives. A private property tow form will need to be signed by a Mutual representative authorizing the tow company to remove the vehicle.

B. Tow Procedure: Non-Immediate Action

1. Attach a 96-hour warning notice to the vehicle advising of the violation and intent to tow. A copy of the 96-hour warning notice will be provided to the Mutual Administration Department for processing.
2. A registered letter shall be sent informing the registered owner of the intent to tow the vehicle, if it is not moved. The registered letter signed receipt will be returned to the Mutual Administration Department by mail. It serves as confirmation of the vehicle owner's receipt of the letter.
3. After the 96-hour period, the Security Department will check for compliance and report their findings back to the Mutual Administration Department and a representative of Mutual Five.

(date)

MUTUAL OPERATIONS

RESIDENT SHAREHOLDER REGULATIONS

DRAFT POLICY FOR ADOPTION

Towing Vehicles – Mutual Five

4. If Mutual Approval to remove the vehicle is received upon confirming non-compliance to the 96-hour tow notice and/or receipt of the registered letter, a tow truck will be appointed to remove the vehicle and store the vehicle.
5. The Security Department will maintain a current log of all towing transactions in order to direct vehicle owners to the appropriate towing company.

DRAFT

MUTUAL ADOPTION

AMENDED

FIVE: *date*

(date)

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****RESCIND – MUTUAL FIVE****Towing Vehicles – Except Mutual Two, Nine, Twelve, and Seventeen**

A towing program is hereby established which permits the Security Department to remove and store vehicles parked on Mutual property that are inoperable, abandoned, blocking a fire lane or are parked in such a manner as to constitute a hazard. The authority for this action is contained in Section 22658(a) of the California Vehicle Code (CVC).

In conformance with the CVC, an appropriate sign will be posted at both entrance gates warning all who enter Leisure World that it is private property and unauthorized or illegally parked vehicles will be towed away at the vehicle owner's expense.

A. Abandoned or Inoperable Vehicles

Prior to removing an abandoned or inoperable vehicle, the Security Department will:

1. Attach a 72-hour warning notice to the vehicle advising of the violation and intent to tow.
2. After a 72-hour follow-up is made, a registered letter will be sent advising the registered and legal owner of the intent to tow the vehicle away in 10 days if not moved. (See attached form letter.)
3. Before any vehicle is towed, Security personnel will contact the Seal Beach Police Department advising them of intention to tow. They will describe the circumstances and the vehicle, including license plate number, the towing company and at which location the vehicle will be stored.
4. A California Highway Patrol Form 180, Storage Report, will be completed by Security personnel at that time.
5. A tow truck will be called to remove the vehicle and store it at the designated tow storage facility.
6. The Security Department will maintain a current log of all towing transactions in order to provide registered owners information concerning stored vehicles.

B. Other Vehicles

(Mutual Six only – Vehicles not belonging to Mutual Six residents or Mutual Six visitors will get a Notice to Tow in 96 hours when parked on Mutual Six property.)

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****RESCIND – MUTUAL FIVE****Towing Vehicles – Except Mutual Two, Nine, Twelve, and Seventeen**

Immediate action will be taken to tow vehicles when they are:

1. Parked in such a manner as to constitute a hazard.
2. Blocking a fire lane.

The Golden Rain Foundation and Mutual No. _____ liability ceases when the towing service removes the vehicle from Leisure World property.

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

| | | | |
|------------------|----------|----------|--|
| ONE: | 07-23-87 | | |
| TWO: | 07-16-87 | | (See Policy 7582.2)-Feb 2016 |
| THREE: | 07-10-87 | | |
| FOUR: | 07-06-87 | | |
| FIVE: | 05-20-87 | | <u>(See Policy 7582.5)-date</u> |
| SIX: | 07-24-87 | 05-30-14 | |
| SEVEN: | 07-17-87 | | |
| EIGHT: | 06-22-87 | | |
| NINE: | 07-13-87 | | Rescinded on 09-12-16 |
| TEN: | 06-24-87 | | |
| ELEVEN: | 06-18-87 | | |
| TWELVE: | 07-09-87 | | (See Policy 7582.12)-May 2016 |
| FOURTEEN: | 07-24-87 | | |
| FIFTEEN: | 05-18-87 | | |
| SIXTEEN: | 06-15-87 | | |
| SEVENTEEN: | 06-02-87 | | (See Policy 7502.17)-Nov. 2016 |

MUTUAL OPERATIONS

RESIDENT REGULATIONS

DRAFT POLICY WITH AMENDMENTSCarport Regulations - Mutual Five

A. Carport Use

1. Carports are to be used for parking of self-propelled land vehicles in operating condition. All passenger vehicles, gas, or electric carts that can be operated on city streets MUST have current DMV registration, current license plate tags, and sufficient insurance as mandated by the State of California Vehicle Code (CVC) § 22658. All vehicles, gas or electric, parked in the carport must have a Seal Beach Leisure World (SBLW) decal issued by the Security Department affixed and displayed on the lower left windshield.
 - a. Board approval may be granted in waiving the display and affixing of the SBLW decal in ONLY unique and rare circumstances.
 - b. Any vehicle that is in non-compliance with these rules may be towed at the owner's expense and as specified in CVC § 22658, and in RESIDENT REGULATIONS, Policy 7582 – Towing Vehicles.
- ~~2. Your assigned carport floor is for your operative vehicle only. Various grease and other contaminants from your vehicle may be dried and contained by sprinkling Kitty Litter, which can then be swept up. A clean, dry carport floor is the responsibility of every resident.~~
- 2. Your assigned carport is for operative vehicles only. You, as the shareholder, are responsible for spilled or dripped contaminants such as oil, grease, or fuel. These contaminants can pose a significant safety hazard and must be cleaned. Failure to clean the floor of these contaminants will result in the hazard being corrected by the Mutual and charged to the Shareholder.**
3. A motorcycle, three-wheeled vehicle or an electric cart may occupy your carport car space in the absence of a car, but not in addition to a car. As in the case of a car, such parking is your responsibility. In the absence of a vehicle, the carport floor space may not be used as a storage area, whether free-standing or in any type of container, and no boats or trailers of any size or kind may be parked in the carport.
4. A form titled "Carport Usage/Rental Agreement" is available in the Stock Transfer Office and must be completed and approved by your Mutual Director and President before renting or loaning your carport space to a Mutual Five (only) resident and automobile owner. The exchange or use of a carport space and/or storage cabinet is not permitted on a permanent basis.

MUTUAL OPERATIONS**RESIDENT REGULATIONS****DRAFT POLICY WITH AMENDMENTS****Carport Regulations - Mutual Five**

5. A hung ladder (length not to exceed 6 feet), and/or a bicycle, and/or a tricycle, and/or a collapsible grocery cart may be stored on the raised platform under your cabinet. No other storage is allowed on the platform. Any damage to the wall or an adjacent car because of this storage is the assigned member's liability.
6. Any vehicle in your carport space must be parked front end in.
7. An electric outlet may be installed, at your expense, in your carport for charging small electric carts only upon permission of your Director and President. An additional charge will be incurred.
8. Your two wooden raised cabinets are for your convenience for locked storage. *NOTE:* No inflammables. Fire or combustion could damage your belongings and your neighbors' belongings and intensify your liability.
9. An assigned carport space is solely for the use of that resident if, and as long as, the resident houses an automobile, motorcycle, three- or four-wheel electric cart, or other vehicle regularly or part-time in Leisure World.
10. Residents are permitted to build a cabinet directly beneath the existing cabinet in the carport.
 - a) Typically, the dimensions of the new cabinet shall be 92 1/2" wide x 28" deep x 48" tall (see attached drawing), and the material shall be 2x4 wood frame with 3/4" plywood.
 - b) The exterior painted color and hardware shall match the existing cabinet.
 - c) Approval must be obtained from the President and/or Board of Directors of the Mutual before cabinet is built and installed.
 - d) A permit from the GRF Physical Property Department is required for the cabinet.
 - e) Sliding doors on the cabinet may be allowed on a case-by-case basis.

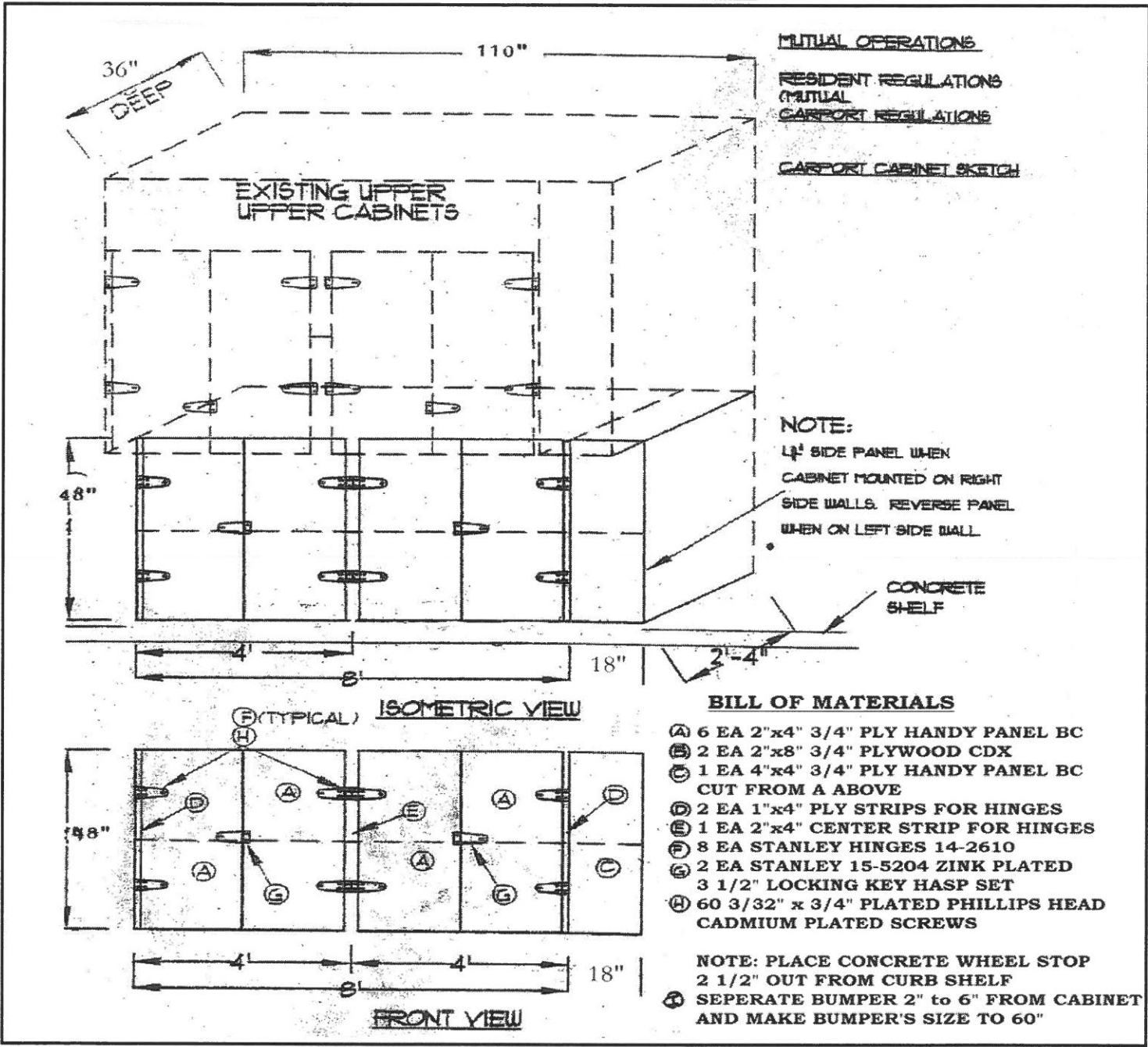
MUTUAL OPERATIONS

RESIDENT REGULATIONS

DRAFT POLICY WITH AMENDMENTS

Carport Regulations - Mutual Five

GRF PERMIT REQUIRED



MUTUAL ADOPTION:

AMENDMENT(S)

FIVE: 04-17-68

09-27-90, 09-15-99, 05-17-06, 03-20-13, *date*

(Draft created 12/13/16 jl)

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****RESCIND – MUTUAL FIVE****Towing Vehicles – Except Mutual Two, Nine, Twelve, and Seventeen**

A towing program is hereby established which permits the Security Department to remove and store vehicles parked on Mutual property that are inoperable, abandoned, blocking a fire lane or are parked in such a manner as to constitute a hazard. The authority for this action is contained in Section 22658(a) of the California Vehicle Code (CVC).

In conformance with the CVC, an appropriate sign will be posted at both entrance gates warning all who enter Leisure World that it is private property and unauthorized or illegally parked vehicles will be towed away at the vehicle owner's expense.

A. Abandoned or Inoperable Vehicles

Prior to removing an abandoned or inoperable vehicle, the Security Department will:

1. Attach a 72-hour warning notice to the vehicle advising of the violation and intent to tow.
2. After a 72-hour follow-up is made, a registered letter will be sent advising the registered and legal owner of the intent to tow the vehicle away in 10 days if not moved. (See attached form letter.)
3. Before any vehicle is towed, Security personnel will contact the Seal Beach Police Department advising them of intention to tow. They will describe the circumstances and the vehicle, including license plate number, the towing company and at which location the vehicle will be stored.
4. A California Highway Patrol Form 180, Storage Report, will be completed by Security personnel at that time.
5. A tow truck will be called to remove the vehicle and store it at the designated tow storage facility.
6. The Security Department will maintain a current log of all towing transactions in order to provide registered owners information concerning stored vehicles.

B. Other Vehicles

(Mutual Six only – Vehicles not belonging to Mutual Six residents or Mutual Six visitors will get a Notice to Tow in 96 hours when parked on Mutual Six property.)

MUTUAL OPERATIONS**SHAREHOLDER REGULATIONS****RESCIND – MUTUAL FIVE****Towing Vehicles – Except Mutual Two, Nine, Twelve, and Seventeen**

Immediate action will be taken to tow vehicles when they are:

1. Parked in such a manner as to constitute a hazard.
2. Blocking a fire lane.

The Golden Rain Foundation and Mutual No. _____ liability ceases when the towing service removes the vehicle from Leisure World property.

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

| | | | |
|------------|----------|----------|--|
| ONE: | 07-23-87 | | |
| TWO: | 07-16-87 | | (See Policy 7582.2)-Feb 2016 |
| THREE: | 07-10-87 | | |
| FOUR: | 07-06-87 | | |
| FIVE: | 05-20-87 | | <u>(See Policy 7582.5)-date</u> |
| SIX: | 07-24-87 | 05-30-14 | |
| SEVEN: | 07-17-87 | | |
| EIGHT: | 06-22-87 | | |
| NINE: | 07-13-87 | | Rescinded on 09-12-16 |
| TEN: | 06-24-87 | | |
| ELEVEN: | 06-18-87 | | |
| TWELVE: | 07-09-87 | | (See Policy 7582.12)-May 2016 |
| FOURTEEN: | 07-24-87 | | |
| FIFTEEN: | 05-18-87 | | |
| SIXTEEN: | 06-15-87 | | |
| SEVENTEEN: | 06-02-87 | | (See Policy 7502.17)-Nov. 2016 |

MUTUAL OPERATIONS**RESIDENT SHAREHOLDER REGULATIONS****DRAFT POLICY FOR ADOPTION****Towing Vehicles – Mutual Five**

A towing procedure is hereby established which permits Mutual Five to remove and store vehicles that are in violation of Mutual Policy. The authority for this action is contained in Section 22658(a) of the California Vehicle Code (CVC) – Authority to Remove Vehicles.

In conformance with the California Vehicle Code, appropriate signage will be posted at all community entrance streets advising all who enter that it is private property and unauthorized or illegally parked vehicles will be towed away at the vehicle owner's expense per California Vehicle Code Section 22658(a).

A. Tow Procedure: Immediate Action

Security Department will advise the Mutual Board when vehicles are in violation and may require immediate action / removal:

1. Violation of the Fire Lane Regulation CVC 22953(b).
2. Violation of the Fire Hydrant Regulation (Mutual Policy).

If approval is received from the Mutual, the Security Department will notify the tow company to respond and meet the designated Mutual representatives. A private property tow form will need to be signed by a Mutual representative authorizing the tow company to remove the vehicle.

B. Tow Procedure: Non-Immediate Action

1. Attach a 96-hour warning notice to the vehicle advising of the violation and intent to tow. A copy of the 96-hour warning notice will be provided to the Mutual Administration Department for processing.
2. A registered letter shall be sent informing the registered owner of the intent to tow the vehicle, if it is not moved. The registered letter signed receipt will be returned to the Mutual Administration Department by mail. It serves as confirmation of the vehicle owner's receipt of the letter.
3. After the 96-hour period, the Security Department will check for compliance and report their findings back to the Mutual Administration Department and a representative of Mutual Five.

(date)

MUTUAL OPERATIONS**RESIDENT SHAREHOLDER REGULATIONS****DRAFT POLICY FOR ADOPTION****Towing Vehicles – Mutual Five**

4. If Mutual Approval to remove the vehicle is received upon confirming non-compliance to the 96-hour tow notice and/or receipt of the registered letter, a tow truck will be appointed to remove the vehicle and store the vehicle.
5. The Security Department will maintain a current log of all towing transactions in order to direct vehicle owners to the appropriate towing company.

MUTUAL ADOPTION**AMENDED**FIVE: ***date*****(date)**

MUTUAL OPERATIONS

RESIDENT SHAREHOLDER REGULATIONS

BOARD REVIEW – POLICY NUMBER REASSIGNMENT

Parking - Portable on Demand Storage (PODS), Trailers, and Storage Containers

- Mutual Five

The Board of Directors of Seal Beach Mutual Number Five hereby establishes a maximum time limit of 72 hours for a shareholder or owner to park, on any Mutual Five driveway/carport area, a Portable on Demand Storage (Pods) unit, or other type of storage container, for the purpose of transferring furniture and other items into, or out of, any residential unit. The dimensions of the POD or other storage container may not exceed two full parking spaces unless permission has been obtained by the Board of Directors.

Any such Pod, trailer, or other storage container remaining beyond 72 hours may be removed by Leisure World Security at the Shareholder's and/or owner's expense, unless permission has been obtained by the Board of Directors.

MUTUAL ADOPTION

FIVE: 16 May 12

(May 12)

MUTUAL OPERATIONS**ADMINISTRATIVE SERVICES****Property Tax Postponement**

WHEREAS, the State of California has authorized the property tax postponement privilege under Revenue and Taxation Code Section 20630 to be extended to FHA-insured cooperatives, and

WHEREAS, the form of the Recognition Agreement and Addendum to the Recognition Agreement proposed by the Controller of the State of California has been approved by the Department of Housing & Urban Development,

THEREFORE, BE IT RESOLVED, That this Corporation

1. Approves the form of the Recognition Agreement and Addendum to the Recognition Agreement as submitted by the Controller of the State of California, and
2. Authorizes the President or Vice President to execute the Recognition Agreement and Addendum to the Recognition Agreement for any stockholder of this Corporation who requests property tax postponement.

MUTUAL**ADOPTION DATE**

| | |
|----------|------------|
| One | 28 Jun 79 |
| Two | 19 Sept 85 |
| Three | |
| Four | 05 Sept 79 |
| Five | 20 Jun 79 |
| Six | 27 Jul 79 |
| Seven | 15 Jun 79 |
| Eight | 25 Jun 79 |
| Nine | |
| Ten | 28 Jun 79 |
| Eleven | 26 Jun 79 |
| Twelve | |
| Fourteen | |
| Fifteen | 28 Jun 79 |
| Sixteen | |

(Sept 85)