

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL SIX**  
**February 23, 2018**  
**Meeting begins at 9:30 a.m.**  
**Administration Building Conference Room A**

1. CALL TO ORDER
  2. SHAREHOLDER COMMENTS (limited to 2-3 minutes - agenda items only)
  3. ROLL CALL
  4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):  

Mr. Gonzalez, Facilities Manager  
Ms. Hopewell, GRF Representative  
Ms. Hopkins, Mutual Administration Director  
Mr. Van Horn, Building Inspector  
Mrs. Aquino, Recording Secretary
  5. APPROVAL OF MINUTES:  
**Regular Meeting Minutes of January 26, 2018**
  6. BUILDING INSPECTOR'S REPORT Mr. Van Horn  
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. )
  7. **GUEST SPEAKER – Facilities Manger** **Mr. Gonzalez**  
a. Hiring of Outside Vendors
  8. GRF Representative Ms. Hopewell
  9. **UNFINISHED BUSINESS**  
a. Annual Dinner Dance Update
  10. **NEW BUSINESS**  
a. Discuss adopting Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines (p.)  
b. Discuss adopting Policy 7502.06.1 – Adoption of GRF Parking Policy 1927-37 Fines for Parked Vehicles (p.)  
c. Discuss and review Policy 7501 – Pet Policy (p. )
- STAFF SECRETARY BREAK 11:00 a.m.**
11. SECRETARY / CORRESPONDENCE Ms. Simpson

(Thursday, February 15, 2018 ka)

12. CHIEF FINANCIAL OFFICERS REPORT Mr. Turetskiy
13. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
14. ANNOUNCEMENTS
15. COMMITTEE REPORTS  
a. Landscape
16. DIRECTORS' COMMENTS
17. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)
18. ADJOURNMENT
19. EXECUTIVE SESSION

**STAFF SECRETARY WILL LEAVE THE MEETING BY 12:10 p.m.**

**NEXT MEETING: MARCH 23, 2018 at 9:30 a.m.  
Administration Building Conference Room A**

(Thursday, February 15, 2018 ka)

# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS ADOPTING POLICY 7585.06 – GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES  
(NEW BUSINESS ITEM A)  
**DATE:** FEBRUARY 23, 2018  
**CC:** MUTUAL FILE

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Attached for review is Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines.

***I move to adopt Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines on a preliminary basis until the 30-day posting period is completed.***

## ADOPT DRAFT

### SHAREHOLDER REGULATIONS

#### GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES – Mutual Six

##### **Basic Compliance Policy:**

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

##### **Reporting Violations:**

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

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

##### **Enforcement Procedures:**

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

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

##### **Fine Schedule:**

A monetary fine in accordance with the Fine Schedule may be imposed after or concurrent with notice and opportunity for hearing, and the Board of Directors, or committee appointed by the Board, in its discretion, has determined that a resident shareholder is non-compliant with or has violated the "Policies Rules & Regulations".

(draft created on 02-15-18 ka)

**ADOPT DRAFT**

**SHAREHOLDER REGULATIONS**

**GOVERNING DOCUMENT COMPLIANCE CORRECTIVE  
MEASURES AND FINES – Mutual Six**

FINE SCHEDULE

Notice of Violation: Warning or Fine of \$25.00

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

Invoices for fines are due and payable immediately.

MUTUAL    ADOPTION    AMENDMENTS

SIX:

# Mutual Corporation No. Six

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS ADOPTING POLICY 7502.06.1 – ADOPTION OF GRF PARKING POLICY 1927-37 FINES FOR PARKED VEHICLES  
(NEW BUSINESS ITEM B)  
**DATE:** FEBRUARY 23, 2018  
**CC:** MUTUAL FILE

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Attached for review is Policy 7502.06.1 – Adoption of GRF Parking Policy 1927-37 Fines for Parked Vehicles.

***I move to adopt Policy 7502.06.1 – Adoption of GRF Parking Policy 1927-37 Fines for Parked Vehicles on a preliminary basis until the 30-day posting period is completed.***

**COMMUNITY OPERATIONS****ADOPT 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 Six. 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 COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation,

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

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 (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. 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 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.



COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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 Six Board of Directors (BOD) has established a committee consisting of a facilitator, three (3) Mutual Six 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.

**2.17. 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 any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

**2.18. PROHIBITED VEHICLES**

**2.18.1.** Aircraft;

**2.18.2.** Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – 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;

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules

- 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 Six;
- 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 Six 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**  
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.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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 SIX 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 SIX 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 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.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 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 SIX 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 SIX PROPERTY.

- 3.3.6.5.** Trailers not connected to a vehicle are not permitted to be parked on MUTUAL SIX 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 SIX PROPERTY without Security Department authorization.

- 3.3.6.7.** Vehicles in violation are subject to immediate tow 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.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

**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 (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.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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 SIX 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 (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 SIX PROPERTY only when meeting all of the following conditions:

**3.10.1.** RV parked at any MUTUAL SIX PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 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 SIX 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 SIX 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 SIX 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

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

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.

**EXCEPTION:**

The Radio Club Yellow Emergency Van  
Innovative Cleaning Service Vehicles



COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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:

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 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: 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.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**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 Six 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 Six 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.
- 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 Six.

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- 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.

**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;

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- 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.
- 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.

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- 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 4<sup>th</sup> 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****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****FEES (FINES) FOR PARKING RULES VIOLATIONS ON 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 Six. 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 Warning, 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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<b>Violation</b>	<b>1st</b>	<b>2nd and Subsequent</b>
1. Assigned Parking Space or restricted parking Space.	<b>25.00</b>	<b>25.00</b>
2. Blocking Crosswalk	<b>25.00</b>	<b>25.00</b>
3. Expired or Invalid State Vehicle Registration*	<b>50.00</b>	<b>50.00</b>
4. Flat Tires	<b>Fix-It</b>	<b>25.00</b>
5. "For Sale" sign on Vehicle	<b>20.00</b>	<b>20.00</b>
6. Handicap Parking without Placard or Handicap ID Displayed	<b>100.00*</b>	<b>200.00</b>
7. Hazardous Materials Leaking	<b>50.00</b>	<b>50.00</b>
8. Limited Time Parking	<b>20.00</b>	<b>20.00</b>
9. Maintenance or Repair	<b>25.00</b>	<b>25.00</b>
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	<b>20.00</b>	<b>20.00</b>
11. Parked on Sidewalk or Grass	<b>25.00</b>	<b>25.00</b>
12. RED ZONE: Bus Stop	<b>25.00</b>	<b>25.00</b>
13. RED ZONE: Fire Hydrant	<b>100.00</b>	<b>200.00</b>
14. RED ZONE: Mail Box	<b>25.00</b>	<b>25.00</b>
15. RV or VUFR - Generator Running 8pm – 8am		<b>50.00</b>
16. RV or VUFR - Jack Support: None or Inadequate	<b>50.00</b>	<b>50.00</b>
17. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	<b>40.00</b>	<b>40.00</b>
18. Washing any vehicle on Trust Property (except Car Wash areas)	<b>20.00</b>	<b>20.00</b>
19. Washing a Non-resident Vehicle at Car Wash	<b>20.00</b>	<b>20.00</b>

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

**MUTUAL      ADOPTION      AMENDMENTS**  
**SIX:**

# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** DISCUSS AND REVIEW POLICY 7501 – PET POLICY  
(NEW BUSINESS ITEM C)  
**DATE:** FEBRUARY 23, 2018  
**CC:** MUTUAL FILE

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Attached for review is Policy 7501 – Pet Policy.

**MUTUAL OPERATIONS****RESIDENT REGULATIONS****Pet Ownership Policy****ARTICLE I - RULES AND REGULATIONS****A. California State Law**

The State of California has enacted a Section of the law which amends the common-interest law pertaining to the Mutual Corporation designated Section §1360.5 of the Civil Code. It is provided that in a common-interest development where there is an owner of a separate interest as defined therein, the owner is entitled to have at least one pet within the confines of the separate interest, subject to reasonable rules and regulations of the association.

**B. Definition of Pet**

The law defines a "pet" as *"any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Association and the homeowner."*

- (1) All members of the reptile and monkey families, as well as any raucous-voiced birds, are prohibited.

*The following Paragraph (1) replaces the above Paragraph (1) for Mutual Four and Ten only:*

- (1) All members of the snake, monkey and arachnid families, as well as any raucous-voiced birds, are prohibited.

A reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted.

- (2) At no time shall it be appropriate for resident owners to house or maintain within the confines of the Mutual any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts, or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.

**C. Definition of Rules for Pet Ownership**

Similar rules have been enacted pursuant to law by the Federal Government substantially to  
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the same effect as the California law, and under the federal rules there have been developed criteria as to what are reasonable rules and regulations of the Mutual related to the keeping of pets. Those rules are adopted by the Mutual Corporation as being reasonable rules and regulations for the keeping of a pet, and are set forth in this policy adopted by the Mutual Corporation as Rules and Regulations as pertaining to occupancy of a separate interest within the Mutual Corporation. Those rules are as follows:

- (1) The **number** of quadruped pets per apartment shall be restricted to one. The number of birds per apartment shall be restricted to two (Mutual One, Two, Three, Four, Six, Seven, Ten, Eleven, Twelve, and Sixteen); two pairs (Mutual Eight and Fifteen); four (Mutual Fourteen).

*The following Paragraph 1(a) of Article I, Section C is applicable to Mutual Ten and Fourteen only:*

- a) Birds brought into Mutual Fourteen as pets must be examined by a veterinarian, vaccinated against all infections, and certified to be free of the avian flu virus. Birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.

In Mutual Ten, birds shall be kept inside the resident owner's apartment at all times; they are not allowed in the open patio area. The resident owner is responsible for the safe disposal of cage debris. The debris must be sealed in a plastic bag and placed in the trash bin in order not to attract rodents to the area. Birds must be quiet enough not to disturb the resident owner's neighbors. The same general rules shall be applicable for birds as for quadruped animals.

- (2) The breed of the pet shall be of such nature that its weight is not expected to exceed **twenty-five (25) pounds** at time of full maturity.
- (3) Pets are **prohibited from common area facilities**, such as clubhouse facilities, library, Golf course, health care center, Amphitheater, swimming pool area, Administration

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Building, lobbies, and laundry rooms. In all other permitted areas, the pet must be on a **leash** not longer than six feet and under the control of, and accompanied by, a resident and/or adult agent of the resident pet owner and/or responsible adult.

- (a) While traversing the streets or sidewalks of the Mutual Corporation while making ingress and egress to or from the resident's apartment, at all times, the resident pet owner and/or responsible adult must have in evidence and in plain view a **plastic bag and/or a poop scoop** device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
  - (b) In accordance with Seal Beach City Code, Section 3-10.26 - Maintaining Sanitary Conditions, persons allowing their dog or cat to defecate on property other than their own property, shall remove such feces immediately or be subject to a city fine of \$25.
- (4) The resident pet owner shall immediately, and forthwith, **remove any pet waste** deposited by the pet in all common areas where said pet is permitted.
- (a) The Mutual Corporation will impose a fine, per occurrence, on any resident pet owner who fails to immediately remove any such pet waste deposited by their pet.
    - (1) The imposed fine shall be \$25, per occurrence or the actual amount charged by the janitorial services company to have one of its employees remove the pet waste, if greater than \$25.
    - (2) The imposed fine shall be paid by the resident pet owner to the Mutual Corporation.
- (5) Resident pet owners are required to **control noise and odor** caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.
- (6) All quadruped pets brought into the Mutual by a resident pet owner shall have been **spayed or neutered**.
- (7) No quadruped pet may be **left unattended** in any dwelling area for more than four (4) hours. All pets must be under the resident pet owner's control in an apartment, so as not to be a hazard to security officers, maintenance staff, fire inspectors, paramedics, mail carriers or service providers or other employees requiring access to an apartment where there are pets.

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- (a) Resident pet owners who, on a temporary basis, allow a neighbor to assume responsibility for their pet for a period longer than four (4) consecutive hours must notify the Security Department of the temporary arrangement and provide a sign for the neighbor to post on the exterior of the neighbor's residence, near the front door, notifying service providers and employees who require access to the apartment in an emergency that a pet is temporarily being housed inside the apartment.

**The following Paragraph 7(b) of Article 7, Section C is applicable to Mutual One only:**

- (b) Any permitted pet must, at all times, be accompanied and under the full control of their owners, no animal shall be left unattended in any fenced, gated or enclosed patio. Pet doors leading to the outdoors and onto open and enclosed patios are not permitted.

Pet doors shall not be installed through front doors, sliding glass doors, windows or walls of any unit or building. All pet doors previously installed prior to 2/1/13 at the discretion of the Board shall be removed at the shareholder's expense to the satisfaction of the Mutual within 30 days after receiving notice from the Mutual Administration Manager.

- (8) All pets to be living within the Mutual, before being registered for admittance, shall have been inoculated in accordance with all federal, state and local laws, and shall be licensed by the City of Seal Beach as required, and shall carry a current license tag on their collar. Said licensing shall be pursuant to all applicable local and state laws and regulations.
- (a) All properly registered pets (cats and dogs) shall also be required to wear a bright-colored Mutual tag on their collar along with the license tag, thereby showing proof of registration with GRF.
- (9) Pets not owned by a resident shall not be brought upon the premises of the Mutual Corporation.
- (a) Residents may not, even temporarily, keep a non-registered pet owned by another

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person in their dwelling unit.

- (10) It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste.

*The following Paragraph 10(a) of Article I, Section A, is applicable to Mutual Sixteen only:*

- (a) At no time shall it be appropriate for resident shareholders of Mutual No. Sixteen house or maintain within the confines of Seal Beach Mutual No. Sixteen any animal commonly known as a farm animal, domesticated farm animal, or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts or for human consumption, or as may be found in specialty meat markets; farm animals may consist of, but not be limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.
- (11) Resident pet owners with properly registered pets shall be permitted to walk their pet while pet is on a leash not longer than six feet for the purpose of exercising and/or depositing pet waste on any lawn area.

*Exceptions: **Mutual Twelve:** Resident pet owners who reside outside of Mutual Twelve may not walk their pet on the lawns or grounds of Mutual Twelve; **Mutual Sixteen:** Resident pet owners who reside outside of Mutual Sixteen may not walk their pet on the lawns or grounds of Mutual Sixteen.*

- (a) At all times, the resident pet owner or responsible adult must have in evidence and in plain view a plastic bag and/or a poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground area.
- (b) Provide written documentary proof to the Golden Rain Foundation that the pet to occupy resident's unit is licensed pursuant to all applicable state and local laws and regulations, and will carry a licensed tag as described in Paragraph (9) of Article 1, Section C of the Mutual Pet Ownership Policy,
- (c) Complete and sign a Pet Ownership Registration Form as prepared by the Golden Rain Foundation and the Seal Beach Mutual Corporation in which resident resides pursuant to the Orange County Fair Housing Authority (OCFHA) and Department

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of Housing and Urban Development (HUD).

- (d) Provide written proof that the pet has been inoculated before being admitted to be with resident in accordance with all federal, state and local laws.
  - (e) Acknowledge the right of the Golden Rain Foundation, and the Seal Beach Mutual Corporation in which the resident resides, to adopt and implement reasonable rules and regulations governing pet ownership in accordance with Civil Code §1360.5, and agree to be bound thereto, except to the extent modified by the agreement with the Mutual Corporation in which resident resides so as to provide reasonable accommodations to the resident.
- (13) Resident pet owners owning a cat, or another pet using a litter box, are required to change the litter at least twice each week. Resident pet owners are required to separate the pet waste from the litter at least once each day. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. **Do not** flush kitty litter down the toilet, as this will cause a sewer blockage.
  - (14) Resident pet owners owning a cat or dog pursuant to these regulations shall procure a policy of liability insurance in an amount sufficient for the indemnification of other persons who may be injured by the pet of the resident with coverage in an amount sufficient to cover their personal liability.
  - (15) Resident pet owners must display a pet ownership decal in a prominent location near the front door of their residence in order to alert security officers, maintenance staff, fire inspectors, mail carriers, or other employees requiring access to an apartment where there are pets.
  - (16) Resident pet owners, upon the sale of their apartment, shall have the apartment treated professionally by a licensed pest control company prior to the close of escrow, at the owner's expense.
  - (17) In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), the Mutual Corporation reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Seal Beach Leisure World, and/or their guests.

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Subject to execution of an agreement by the resident pet owner, a representative of the Mutual Corporation, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days.

(a) Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include:

(1) Payment of any legal expenses incurred by the Mutual Corporation and Golden Rain Foundation in the enforcement of this policy and provisions.

(18) If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual Corporation may contact a responsible party or parties listed on the Pet Ownership Registration Form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, the Mutual Corporation may contact the appropriate state or local authority and request the removal of the pet. If there is no state or local authority, the Mutual Corporation may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner.

(19) In the event that no resolution, as related to the care of the pet under and pursuant to Article I, Section C, Paragraphs (18) and (19), above is made within thirty (30) days, the Mutual Corporation and/or the Golden Rain Foundation are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.

**ARTICLE II - REGISTRATION OF QUADRUPED PETS**

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- A. All residents bringing quadruped pets onto the Mutual premises shall register their pets with the agent for the Mutual Corporation, to wit: the Golden Rain Foundation Stock Transfer Office. The pet must be registered before it is brought onto the Mutual premises. Further, the pet registration information and licensing must be updated on or before December 31 of each year. The Mutual/GRF Pet Ownership Registration Form will include or be accompanied by:
- (1) A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, stating that the quadruped pet has received all inoculations required by applicable state, and local laws.
  - (2) Information sufficient to identify the pet, and to demonstrate that it is a common household pet.
  - (3) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - (4) The resident pet owner shall sign a statement on said Pet Ownership Registration Form indicating that he/she has read the Pet Ownership Policy and agrees to comply with the contents therein. The resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual Corporation and the dwelling unit if there is not a compliance with the rules and registration requirements. The resident pet owner shall acknowledge that failure to comply with the rules and registration shall be grounds for refusing to permit a pet to be situated in a dwelling unit of the Mutual Corporation, and continued violations may cause termination of the resident pet owner's residency.
  - (5) The insurance carrier for the liability insurance required as to the pet, together with the address of the agent, and the amount of coverage procured shall be indicated on the Pet Ownership Registration Form. Resident pet owners shall bring a copy of their insurance policy into the Stock Transfer Office and have a copy made of the cover and declaration pages, which will then be placed in the pet occupancy file. Coverage requirements are outlined in Article 1, Section C, Item (15) of this policy.

**ARTICLE III - VIOLATION OF PET OWNERSHIP POLICY**

- A. In the event of a determination of a violation of the Pet Ownership Policy, the Mutual  
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Corporation shall serve a written notice of the pet rule violation on the resident pet owner.

- (1) Serve a written notice of pet rule violation on the resident pet owner. The written notice shall contain a statement of the factual basis for determining which violation has occurred to constitute alleged violation of the Pet Ownership Policy. The written notice shall state that the resident pet owner has ten (10) days from the effective date of service of the notice to:
    - (a) Correct the violation (including, in appropriate circumstances, removal of the pet).
    - (b) Make a written request to hold a meeting with the Mutual Board of Directors to discuss the alleged violation.
      1. The resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested.
  - (2) The resident pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting, may result in an initiation of procedures to terminate the resident pet owner's occupancy in the Mutual Corporation.
- B. These rules and regulations concerning pets shall have no application to a resident with a bona fide service animal or animal required because of a physical disability of the resident, who requires a service animal specifically trained to assist the resident, under and pursuant to The Americans with Disabilities Act<sup>1</sup> (A.D.A.). In such cases, there shall be a certification as related to such animal, and a verifiable description of the service the animal is specially trained to perform for the disabled person as described in Article IV, Sections A, B and C.

**ARTICLE IV - SERVICE ANIMALS**

- A. Service Animal means any certified guide dog, signal dog, or other animal individually trained to do work or perform service tasks for the benefit of an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with

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<sup>1</sup> Americans with Disabilities Act, Rules and Regulations regarding service animals, Code of Federal Regulations (28 CFR Part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), Subpart A-General, Section 36.104, Definitions

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impaired hearing to the sound of intruders, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, and any other service task for which the animal has been trained, and which will benefit the disabled person. The purpose of these definitions is to address the issue of rights of access for all disabled persons who are accompanied by a service animal:

- (1) A guide dog is defined as a dog which has been trained or is being specially trained for, or in conjunction with, a school such as Assistance Dogs International for guide dogs to lead in harness and serve as an aid to the mobility of a particular blind person.
  - (2) A hearing dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for hearing dogs to alert a particular deaf or hearing-impaired person to certain sounds.
  - (3) A service dog is defined as a dog which has been or is being specially trained by, or in conjunction with, a school such as Assistance Dogs International for service dogs to the individual requirements of a physically-disabled person, including, but not limited to, any of the following: pull wheelchair as needed, retrieve or carry dropped items, open and close doors, or provide balance or counter balance.
    - (a) Each school for assistance dogs provides documents of certification, such as an identification card for the individual disabilities of the disabled person and the requirements for a service dog.
- B. Based on the aforementioned A.D.A. descriptions of a service animal, the Mutual Board of Directors hereby adopts the following certification policy in the identification process for the use of a service animal within the confines of the Seal Beach Leisure World Mutual Corporation common area properties:
- (1) Upon request, each service animal owner shall provide the Stock Transfer Agent's Office with an original "Physician's Declaration" form describing, under penalty of perjury, the requirements and the need for a service animal as defined by The A.D.A. The "Physician's Declaration form shall include a full description of the physical tasks to be performed by the trained service animal for its disabled owner. Please see blank Physician's Declaration attached.
- C. The Seal Beach Leisure World Mutual Corporations further adopt and require compliance

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with the following exclusion regarding "SERVICE ANIMAL," pursuant to Section 5.303 of Title 24-Housing and Urban Development<sup>2</sup>.

- (1) The Mutual Corporation may require that service animals qualify for this exemption, and shall grant this exemption if:
  - (i) The shareholder or prospective shareholder certifies, in writing, that the shareholder, or a member of his or her immediate family, such as a qualified permanent resident or a co-occupant, is a person with a disability;
  - (ii) The animal has been trained to assist persons with that specific disability; and
  - (iii) The animal actually assists the person with that disability.
- (2) Reserved
- (b) Nothing in this Subpart B will:
  - (1) Limit or impair the rights of persons with disabilities;
  - (2) Authorize GRF and Mutual Corporations to limit or impair the rights of persons with disabilities; or
  - (3) Affect any authority that GRF or Mutual Corporations may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

Please see the "Social/Companion Animal Claim Form" or "Service Animal Claim Form," whichever may be appropriate in your circumstance.

**ADOPTION DATES BY MUTUAL**

<b>• Adoption</b>	<b>Amendment</b>	<b>Adopt.</b>	<b><u>Amendment Dates of Rewritten</u></b>
<b>n</b>	<b>Dates before</b>	<b>Date of</b>	

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<sup>2</sup> Code of Federal Regulations, Title 24, Volume 1, Parts 0 to 199, Revised as of April 1, 2000, Housing and Urban Development, Part 5, Subpart C, Pet Ownership for the Elderly or Persons with Disabilities, General Requirements, Section 5.303, Exclusion for animals that assist persons with disabilities.

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	<b><u>Date</u></b>	<b><u>Rewrite</u></b>	<b><u>Rewrite</u></b>	<b><u>Policy</u></b>
1	07-15-67		01-25-01	05-24-01, 01-24-02, 12-06-02, 09-22-05, 04-26-06, 01-24-14
2	08-17-67	07-16-87, 08-17-00	01-18-01	05-17-01, 02-21-02, 05-15-03, 08-18-05, 07-20-06
3	11-21-66		02-09-01	05-18-01, 01-11-02, 11-08-02, 10-03-05, 03-10-06
4	08-28-67		02-05-01	07-02-01, 01-07-02, 11-04-02, 10-03-05, 05-01-06
5	12-21-66	09-20-00	01-17-01	05-16-01, 01-16-02, 11-20-02, 08-17-05, 03-15-06
6	06-20-69	05-23-00	01-23-01	05-23-01, 01-22-02, 11-26-02, 08-23-05, 03-28-06
7	08-18-67	02-17-84, 11-21-00	01-19-01	07-20-01, 01-18-02, 11-15-02, 10-21-05, 03-17-06, 11-20-13
8	11-28-66		01-22-01	05-25-01, 01-28-02, 11-25-02, 10-24-05, 04-24-06
10	01-16-68	06-26-91	01-24-01	06-27-01, 01-23-02, 11-27-02, 10-26-05, 04-26-06, 01-24-07

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11	05-22- 69		01-18- 01	06-21-01, 03-11-02, 11-21-02, 08-18-05, 04-20-06
12	09-14- 67	12-03-99	02-08- 01	07-12-01, 01-10-02, 11-14-02, 09-08-05, 03-09-06
15	06-05- 67		02-16- 01	05-10-01, 01-21-02, 11-18-20, 10-17-05, 03-20-06
16	01-01- 68	01-15-90	02-20- 01	06-18-01, 01-21-02, 11-18-02, 05-05-05, 01-16-06, 06-19-06

**For Mutual 9, see Policy 7501.9**

**For Mutual Fourteen, see Policy 7501.14**

**For Mutual Seventeen, see Policy 7501.17**

**SERVICE ANIMAL CLAIM FORM – ATTACHMENT A**

The following claim form is for exemption from specific Mutual Rules and Regulations regarding ownership of a Service Animal, as provided for under Title 24, Department of Housing and Urban Development (HUD), Part 5 - General HUD Program Requirements; Waivers, Table of Contents, Sub part C - Pet Ownership for the Elderly or Persons with Disabilities; General Requirements Section 5.303, Exclusions for Animals That Assist Persons with Disabilities.

A. In order to qualify for this exemption, all sections of the Service Animal Claim Form must be completed and signed by the eligible shareholder. Upon completion, this form will be submitted to the appropriate Mutual Board of Directors for the purpose of reviewing the qualifications of the applicant/shareholder in granting this requested exemption.

1. I, \_\_\_\_\_ (name of applicant/shareholder), hereby certify that I have a disability which qualifies me to apply for exemption from certain sections of the Pet Ownership Policy, and that my disability qualifies me to have a Service Animal under the auspices of the above-named HUD Act.

(i) Based on the certification of my attending physician,  
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Dr. \_\_\_\_\_, the necessary Service Animal so stated on the "Physician's Declaration" form has been trained at: (e.g., *Assistant Dogs International*) per the attached certificate:

\_\_\_\_\_

(ii) I further certify that, upon my command, this Service Animal can perform the following service tasks to assist me with my disability: \_\_\_\_\_

2. The Board of Directors will review the applicant's request for exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy.

B. Nothing in this Sub part (B) will:

- 1. Limit or impair the rights of persons with disabilities; (2) Authorize the Golden Rain Foundation and/or Mutual Corporation to limit or impair the rights of persons with disabilities; or (3) Affect any authority that the Golden Rain Foundation or Mutual Corporation may have to regulate animals that assist persons with disabilities, under federal, state or local laws.

I declare under penalty of perjury under federal, state and local laws, that the foregoing information, and any accompanying statements, is true and correct to the best of my knowledge.

\_\_\_\_\_  
Date Signature of Applicant/Shareholder

\_\_\_\_\_  
Date Signature of Legal Representative, if Applicable

-----**FOR OFFICIAL USE ONLY**-----

Based upon the above declaration as filed by \_\_\_\_\_ (name of applicant/shareholder), the applicant/shareholder is hereby granted an exemption from **Article 1, Section C, Item 3, and 3a**, of Policy 7501, Pet Ownership Policy. **This exemption shall be renewed on the anniversary of this agreement and every year thereafter throughout the tenancy of the applicant/shareholder.**

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\_\_\_\_\_ Date \_\_\_\_\_ Signature of Golden Rain Foundation or Mutual Corporation Representative

**SERVICE ANIMAL - PHYSICIAN'S DECLARATION – ATTACHMENT B**

I, Dr. \_\_\_\_\_ (Print name here) declare and say:

- 1. I am a California-licensed physician acting within the scope of my licensure having education, experience and training in diagnosing disabled persons to qualify them for a Service Animal under the Americans with Disabilities Act and Guidelines.

My office address \_\_\_\_\_

My office telephone number is \_\_\_\_\_

- 2. Patient's \_\_\_\_\_ Name \_\_\_\_\_ (please print) \_\_\_\_\_ for whom this declaration is provided.

- 2. I have conducted a physical examination of my patient and hereby certify that said patient has a physical disability. Based upon the examination which I conducted, it is my medical opinion that my patient has such a disability that requires a Service Animal to perform physical tasks and assistance. The tasks and assistance that the Service Animal will perform are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Said patient requires an animal trained to perform the above-stated task(s) to assist my patient with such disability. This patient is capable of caring for a Service animal and for causing the animal to practice the skills required for the disability on a regular basis.

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3. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. This declaration was executed on:

the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

At \_\_\_\_\_, State of California  
Name of City

\_\_\_\_\_  
Type or Print Name of Physician

\_\_\_\_\_  
Signature of Physician