



# SEAL BEACH MUTUAL NO. TWO RULES AND REGULATIONS [January 16, 2025]

## TABLE OF CONTENTS

|                                                                   |          |
|-------------------------------------------------------------------|----------|
| <b>Article I – Governance and Corporate Structure .....</b>       | <b>8</b> |
| Section 1.1 – Governance. ....                                    | 8        |
| Section 1.2 – Senior Housing Development.....                     | 8        |
| Section 1.3 – Governing Documents.....                            | 8        |
| Section 1.4 – Golden Rain Foundation.....                         | 8        |
| Section 1.5 – Additional Definitions.....                         | 8        |
| <b>Article II – Architectural Guidelines .....</b>                | <b>9</b> |
| Section 2.1 – Contractor’s License. ....                          | 9        |
| Section 2.2 – GRF Permit for Building Alterations/Additions. .... | 9        |
| Section 2.3 – Installation of Showers/Bathtubs.....               | 9        |
| Section 2.4 – Skylights.....                                      | 10       |
| Section 2.5 – Microwave Ovens.....                                | 10       |
| Section 2.6 – Ceiling Fans.....                                   | 10       |
| Section 2.7 – Notification of Remodeling. ....                    | 10       |
| Section 2.8 – Washers and Dryers in Unit.....                     | 10       |
| Section 2.9 – Walk-In Therapeutic/Jacuzzi-Type Bathtubs.....      | 11       |
| Section 2.10 – Pre-Demolition. ....                               | 12       |
| Section 2.11 – Demolition.....                                    | 12       |
| Section 2.12 – Concrete. ....                                     | 12       |
| Section 2.13 – Framing.....                                       | 12       |
| Section 2.14 – Drywall. ....                                      | 13       |
| Section 2.15 – Plumbing. ....                                     | 13       |
| Section 2.16 – Electrical. ....                                   | 13       |
| Section 2.17 – Draftstopping. ....                                | 13       |
| Section 2.18 – Insulation/Sound Proofing/Fireproofing. ....       | 14       |
| Section 2.19 – Flooring.....                                      | 14       |
| Section 2.20 – Dishwashers. ....                                  | 14       |
| Section 2.21 – Appliances. ....                                   | 14       |
| Section 2.22 – Exterior Coverings and Blinds.....                 | 15       |
| Section 2.23 – Gutters.....                                       | 15       |
| Section 2.24 – Equipment Standards.....                           | 15       |

|                                                                                        |    |
|----------------------------------------------------------------------------------------|----|
| Section 2.25 – Smoke Detectors. ....                                                   | 15 |
| Section 2.26 – Performance Bonds for Construction Work over Ten Thousand Dollars. .... | 15 |
| Section 2.27 – Roof and Attic Access. ....                                             | 15 |
| Section 2.28 – Filled Concrete Block and Footings. ....                                | 16 |
| Section 2.29 – Liners for Decorative Block Walls. ....                                 | 16 |
| Section 2.30 – Bay Windows. ....                                                       | 16 |
| Section 2.31 – Common Entry Walkways. ....                                             | 16 |
| Section 2.32 – HVAC. ....                                                              | 16 |
| Section 2.33 – Unsanitary Premises and Fire Loading Conditions. ....                   | 17 |
| Section 2.34 – Unit Fire Inspections and Special Unit Inspections. ....                | 18 |
| Section 2.36 – Bidets. ....                                                            | 18 |
| Section 2.37 – Stovetops. ....                                                         | 18 |
| Section 2.38 – Solar Energy Systems ....                                               | 18 |
| <b>Article III – Patios/Golf Cart Pads</b> .....                                       | 25 |
| Section 3.1 – Patios. ....                                                             | 25 |
| Section 3.2 – Golf Cart Pads. ....                                                     | 27 |
| <b>Article IV – Landscape Maintenance Manual</b> .....                                 | 28 |
| Section 4.1 – Purpose of Landscape Maintenance Manual. ....                            | 28 |
| Section 4.2 – Resident Garden Areas. ....                                              | 28 |
| Section 4.3 – Trees within Garden Areas. ....                                          | 29 |
| Section 4.4 – Plants within Garden Areas. ....                                         | 29 |
| Section 4.5 – Pest Control and Fertilization within Garden Areas. ....                 | 29 |
| Section 4.6 – Potted Plants. ....                                                      | 29 |
| Section 4.7 – Maintenance of Garden Areas. ....                                        | 30 |
| Section 4.8 – Flower Bed in Garden Area. ....                                          | 30 |
| Section 4.9 – Prohibited Uses of Garden Area. ....                                     | 30 |
| Section 4.10 – Approved Plants. ....                                                   | 30 |
| Section 4.11 – Donating Trees. ....                                                    | 31 |
| Section 4.12 – Planting Tree Wells. ....                                               | 31 |
| Section 4.13 – Turf Areas. ....                                                        | 32 |
| Section 4.14 – Laundry Room Planters (PLANTER AREAS). ....                             | 32 |
| Section 4.15 – Lamp Posts. ....                                                        | 33 |
| <b>Article V – Traffic, Vehicle Operation and Parking</b> .....                        | 33 |

|                                                                                                      |           |
|------------------------------------------------------------------------------------------------------|-----------|
| Section 5.1 Definitions Applicable to this Article.....                                              | 33        |
| Section 5.2 – Applicability.....                                                                     | 34        |
| Section 5.3 – Enforcement of California Vehicle Code.....                                            | 34        |
| Section 5.4 – Prohibited Vehicles.....                                                               | 34        |
| Section 5.5 – General Parking Rules.....                                                             | 35        |
| Section 5.6 – Parking Zones.....                                                                     | 36        |
| Section 5.7 – Non-Qualifying Resident Parking.....                                                   | 36        |
| Section 5.8 – Caregiver Parking.....                                                                 | 36        |
| Section 5.9 – Contractor and Service Vehicle Parking.....                                            | 36        |
| Section 5.10 – Overnight Parking Permits.....                                                        | 37        |
| Section 5.11 – Recreational Vehicles (RV) or Vehicle Used for Recreation (VUFR) Restrictions.....    | 37        |
| Section 5.12 – “For Sale” Signs.....                                                                 | 37        |
| Section 5.13 – Repairs.....                                                                          | 37        |
| Section 5.14 – Washing.....                                                                          | 37        |
| Section 5.15 – Bicycles/Tricycles.....                                                               | 37        |
| Section 5.16 – Carport Use.....                                                                      | 38        |
| Section 5.17 – Carport Assignments.....                                                              | 39        |
| Section 5.18 – Secondary Carport Storage Cabinets. – Specs are available at GRF Physical Property... | 39        |
| Section 5.19 – Electric Carts & Golf Carts.....                                                      | 39        |
| Section 5.20 – Sidewalk Traffic Restriction.....                                                     | 39        |
| Section 5.21 – Towing.....                                                                           | 40        |
| <b>ARTICLE VI – USE OF LAUNDRY ROOMS .....</b>                                                       | <b>41</b> |
| Section 6.1 – Use of Facilities.....                                                                 | 41        |
| Section 6.2 – Dying/Tinting Fabrics Prohibited.....                                                  | 42        |
| Section 6.3 – Items with Metal Buttons/Clips.....                                                    | 42        |
| Section 6.4 – Out of Order Machines.....                                                             | 42        |
| Section 6.5 – Hours of Operation.....                                                                | 42        |
| Section 6.6 – Prohibited Items.....                                                                  | 42        |
| Section 6.7 – Safety.....                                                                            | 42        |
| <b>ARTICLE VII –SECURITY CAMERAS/DRONES .....</b>                                                    | <b>42</b> |
| Section 7.1 – Installation of Security Cameras.....                                                  | 42        |
| Section 7.2 – Smart Doorbells.....                                                                   | 44        |
| Section 7.3 – Unmanned Aerial Flights Vehicles (Drones).....                                         | 44        |

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| Section 7.4 – Antenna Installation .....                             | 45        |
| <b>ARTICLE VIII – WILDLIFE .....</b>                                 | <b>45</b> |
| Section 8.1 – Prohibition on Feeding Non-Domesticated Wildlife. .... | 45        |
| Section 8.2 – Pet Food and Standing Water. ....                      | 45        |
| Section 8.3 – Bird Feeders. ....                                     | 45        |
| <b>ARTICLE IX – BARBECUES .....</b>                                  | <b>45</b> |
| Section 9.1 – Use of Barbecues.....                                  | 45        |
| Section 9.2 – Prohibited Use of Barbecues.....                       | 46        |
| Section 9.3 – Storage of Barbecues. ....                             | 46        |
| <b>ARTICLE X – PETS .....</b>                                        | <b>46</b> |
| Section 10.1 – Definition of Pet. ....                               | 46        |
| Section 10.2 – Number of Birds. ....                                 | 46        |
| Section 10.3 – Prohibited Animals. ....                              | 46        |
| Section 10.4 – Weight Restrictions. ....                             | 46        |
| Section 10.5 – Pets Prohibited in Common Area.....                   | 47        |
| Section 10.6 – Pet Waste. ....                                       | 47        |
| Section 10.7 – Requirements. ....                                    | 47        |
| Section 10.8 – License Requirements. ....                            | 47        |
| Section 10.9 – Non-Resident Animals.....                             | 48        |
| Section 10.10 – Cat Litter.....                                      | 48        |
| Section 10.11 – Insurance Requirement.....                           | 49        |
| Section 10.12 – Pet Ownership Decal. ....                            | 49        |
| Section 10.13 – Move Out Cleaning Requirements. ....                 | 49        |
| Section 10.14 – Mutual’s Right to Remove Pets.....                   | 49        |
| Section 10.15 – Pet Owner Liability. ....                            | 50        |
| Section 10.16 – Violation of this Article IX.....                    | 50        |
| Section 10.17 – Service Pets & ESA Comfort Pets .....                | 50        |
| <b>Article XI - ELECTION AND VOTING RULES AND REGULATIONS .....</b>  | <b>50</b> |
| Section 11.1 – Number of Directors and Term. ....                    | 50        |
| Section 11.2 – Qualifications of Directors/Elected Positions.....    | 51        |
| Section 11.3 – Qualified to Serve.....                               | 51        |
| Section 11.4 – Nomination Procedures. ....                           | 51        |
| Section 11.5 – Voting Qualifications of Shareholders.....            | 52        |

|                                                                                   |    |
|-----------------------------------------------------------------------------------|----|
| Section 11.6 – One Vote per Share. ....                                           | 53 |
| Section 11.7 – Inspector of Election. ....                                        | 53 |
| Section 11.8 – Access to Mutual Media. ....                                       | 55 |
| Section 11.9 – Access to Common Area Meeting Space. ....                          | 55 |
| Section 11.10 – Mutual Funds. ....                                                | 56 |
| Section 11.11 – Proxies. ....                                                     | 56 |
| Section 11.12 – Voting Period. ....                                               | 56 |
| Section 11.13 – Secret Balloting Procedures. ....                                 | 56 |
| Section 11.14 – Vote Tabulation. ....                                             | 58 |
| Section 11.15 – Election Results. ....                                            | 58 |
| Section 11.16 – Custody, Storage and Retention of Ballots. ....                   | 58 |
| <b>ARTICLE XII – ESTATE/PATIO SALES</b> .....                                     | 58 |
| Section 12.1 – Shareholder Estate/Patio Sales. ....                               | 58 |
| <b>ARTICLE XIII – VISITORS</b> .....                                              | 59 |
| Section 13.1 – Visitors. ....                                                     | 59 |
| Section 13.2 – Visitors Permitted. ....                                           | 59 |
| Section 13.3 – Immediate/Collateral Family of Qualified Permanent Residents. .... | 59 |
| <b>ARTICLE XIV – MISCELLANEOUS</b> .....                                          | 60 |
| Section 14.1 – Commercial Signs. ....                                             | 60 |
| Section 14.2 – Noncommercial Signs. ....                                          | 60 |
| Section 14.3 – Trash. ....                                                        | 60 |
| Section 14.4 – Unit Pre-Sale Cleanup. ....                                        | 60 |
| Section 14.5 – Lockout Procedures. ....                                           | 61 |
| Section 14.6 – Shareholder Rules of Conduct. ....                                 | 62 |
| Section 14.7 – Social Media Policy. ....                                          | 63 |
| Section 14.8 – Withdrawal Inspection. ....                                        | 65 |
| <b>ARTICLE XV – PENALTIES, FINES &amp; FEES</b> .....                             | 65 |
| Section 15.1 – General Violations. ....                                           | 65 |
| Section 15.2 – Parking Violations. ....                                           | 67 |
| Section 15.3 – Reporting Violations. ....                                         | 70 |
| Section 15.4 – Enforcement Procedures. ....                                       | 71 |
| <b>ARTICLE XVI – COLLECTION POLICY</b> .....                                      | 71 |
| Section 16.1 – Regular and Special Assessments. ....                              | 71 |

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| Section 16.2 – Late Charges. ....                                     | 71 |
| Section 16.3 – Interest. ....                                         | 71 |
| Section 16.4 – Additional Charges, Costs and Attorney’s Fees.....     | 71 |
| Section 16.5 – Application of Payments on Delinquent Assessments..... | 71 |
| Section 16.6 –Special Assessment. ....                                | 72 |
| Section 16.7 – Unlawful Detainer. ....                                | 72 |
| Section 16.8 – Partial Payments. ....                                 | 72 |
| Section 16.9 – Lawsuit. ....                                          | 72 |
| Section 16.10 – Attorney’s Fees.....                                  | 72 |
| Section 16.11 – Suspend Privileges and Voting Rights. ....            | 72 |
| Section 16.12 – Secondary Address. ....                               | 72 |
| Section 16.13 – No Right of Offset.....                               | 73 |
| Section 16.14 – Charges and Fees Subject to Change. ....              | 73 |
| Section 16.15 – Dismissal of Action Upon Payment. ....                | 73 |
| Section 16.16 – Right to Receipt. ....                                | 73 |
| Section 16.17 – Overnight Payments.....                               | 73 |
| Exhibit “A” .....                                                     | 74 |
| Standardized Appliance List .....                                     | 74 |
| Exhibit “D” .....                                                     | 76 |
| Fine Schedule .....                                                   | 76 |

## **Article I – Governance and Corporate Structure**

### **Section 1.1 – Governance.**

Seal Beach Mutual No. Two is a stock cooperative housing corporation organized under the California Corporation Law (“Mutual”) and is a General California Corporation providing housing on a non-profit basis. The Mutual is comprised of 864 shares of stock. The Golden Rain Foundation is not a housing corporation, but a corporation that manages the shared community facilities. Each owner of a share of stock in the Mutual (hereinafter “Shareholder”) is a shareholder of the mutual as well as a member of the Golden Rain Foundation. The Mutual has its own set of governing documents, filed with the Secretary of State and transferred to each shareholder through escrow.

### **Section 1.2 – Senior Housing Development.**

According to California Civil Code Section 51.3, in order to reside in a senior housing development at least one occupant must be 55 years of age or older; all other persons who reside must be at least 45 years of age, unless the other occupant is: (1) a spouse or registered domestic partner; or (2) a primary provider of physical health care. Any person wishing to reside in the community must meet the above qualifications and obtain prior approval from the Board of Directors.

### **Section 1.3 – Governing Documents.**

The Mutual’s governing documents include these Rules and Regulations, the Articles of Incorporation, Bylaws, and an Occupancy Agreement between the Mutual and each Qualifying Resident (hereinafter collectively the “Governing Documents”). The Mutual leadership consists of a(n) \_\_\_\_ member Board of Directors (hereinafter “Mutual Board”), elected by the shareholders of the Mutual.

### **Section 1.4 – Golden Rain Foundation.**

The purpose of the Golden Rain Foundation (“GRF”) is to develop and maintain facilities and services, acting as Trustee of the Golden Rain Foundation. This includes recreational facilities, security gates, bus transportation system, and community center. Two shareholders from the Mutual are elected to serve on the Board of Directors of the GRF.

### **Section 1.5 – Additional Definitions.**

As used herein, the following terms shall have the meanings prescribed below.

**1.5.1** Qualifying Resident – “Qualifying Resident” shall mean any person who: (1) meets the age requirements as set forth in California Civil Code Section 51.3 et seq.; (2) has been approved by the Mutual Board for occupancy of a Unit, pursuant to the terms of the Governing Documents; (3) is a Shareholder of the Mutual; and (4) resides in a Unit.

**1.5.2** Unit – “Unit” shall mean a dwelling unit owned by the Mutual, which a Qualifying Resident has the exclusive right to occupy pursuant to the Occupancy Agreement between the Mutual and Qualifying Resident.

**1.5.3 Qualified Permanent Resident:** Any person who meets the requirements as set forth in California Civil Code Section 51.3, et. seq.

## **Article II – Architectural Guidelines**

### **Section 2.1 – Contractor’s License.**

No Shareholder shall hire any unlicensed individual to perform repairs, alterations and/or other such work in or to the Shareholder’s Unit which will cost more than five hundred dollars (\$500.00). All repairs, alterations and/or other such work that will cost more than five hundred dollars (\$500.00) must be completed by a contractor licensed by the State of California and carrying the proper insurance, as required by the Board.

### **Section 2.2 – GRF Permit for Building Alterations/Additions.**

In order to conduct any construction for the alterations and/or additions in the Shareholder’s Unit within the Mutual buildings, the Shareholder must submit an application for issuance of a building permit to the Physical Property Department and obtain a GRF Building Permit for the alterations and/or additions. The Shareholder must provide the Physical Property Department with a written, signed proposal and contract between the Shareholder and the Contractor performing the work, which describes the work to be done by the Contractor, the fees to be paid, and the commencement and completion dates of the work. Such contract must be in the form of the appropriate Standard Form Contract provided by GRF and must be properly completed and signed by the Shareholder and contractor proposing to do the work.

The Standard Form Contract will contain a per day penalty for every calendar day that exceeds the completion date set forth in the Contract. Said penalty to be paid by the Contractor to the Mutual. The Mutual Board, or its designee, may make an exception to the completion date and award an extension to the contractor without penalty due to unforeseen delays or problems.

Mutual requires the signature of a Mutual Director on any building permit, building plans, and change orders issued for Unit remodeling and approved by GRF.

No Shareholder shall make any structural alterations in the Unit or Mutual premises, or in the water, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the Unit or Mutual premises, without the prior written consent of the Mutual and GRF.

All remodeling of and/or modifications to a Unit must comply with the standards contained in this Article II – Architectural Guidelines. No Shareholder shall be permitted to (i) change the footprint of the originally constructed building, (ii) change the roofline of the originally constructed building, or (iii) relocate the interior water heater in connection with any remodel or improvement of a Unit.

### **Section 2.3 – Installation of Showers/Bathtubs.**

Shareholders may install a bathtub within the Shareholder’s Unit at the Shareholder’s own expense, so long as the bathtub meets the requirements set forth in this section. The bathtub

must have a minimum inside width of nineteen (19) inches. A Shareholder may install a shower door (piano hinge) within the Shareholder's Unit, when shower cut-downs are performed in the Shareholder's Unit, at the Shareholder's own expense.

#### **Section 2.4 – Skylights.**

Subject to the approval requirements contained herein, a Shareholder may install a skylight over specified locations in the existing roof structure of the Shareholder's Unit, at the expense of the Shareholder. The Shareholder and Contractor must utilize the Standard Form Contract prepared by the Physical Property Department. The construction must conform to the plans and specifications approved by the GRF and Mutual Board. The Shareholder must obtain a building permit from the City of Seal Beach, California. The Shareholder must agree that title to the remodeling and addition shall vest in the Mutual.

At the time of installation or replacement of skylights or skylight domes, manufacturer approved sealant must be applied between the frame and skylight dome. The skylight size and placement must be approved by the Mutual and GRF and installed per City of Seal Beach code.

#### **Section 2.5 – Microwave Ovens.**

A Shareholder may install a special model microwave in the kitchen of the Shareholder's Unit, at the Shareholder's own expense, in place of the stove hood. The installed microwave will be a permanent installation to be maintained by the Shareholder and on resale of the Mutual Share related to the Unit, the new Shareholder will assume responsibility for the maintenance.

#### **Section 2.6 – Ceiling Fans.**

Ceiling fans may be installed in any location/ the kitchen provided that they meet the City of Seal Beach's specifications of a six (6) feet, eight (8) inches clearance from blades to floor. Ceiling fans are permitted in any location in a Unit provided ceiling heat in said room has been disabled and an approved alternate heat source has been installed and is operational.

#### **Section 2.7 – Notification of Remodeling.**

The Physical Property Department is instructed to notify the Shareholder of all adjacent Units that share common entryways of the intent and scope of all proposed remodeling work. Any adjacent Shareholder who is unable to be notified in person will have a letter mailed to them indicating the intent and scope of remodeling work to be performed.

#### **Section 2.8 – Washers and Dryers in Unit.**

Any washer and dryer in a Shareholder's Unit, of any make or model, whether side by side or stackable, shall be cleaned every year, so that all dryer vent areas are thoroughly cleaned and free of lint for clear passage of air flow from machine to roof top areas. A sticker with the date of cleaning must be affixed to the cleanout cover every time a cleaning is performed by Service Maintenance or an outside vendor.

In addition, all washing machine hoses and fittings must be checked every two years for any leakage or hardening and/or cracking of the hoses. Moving the washer/dryer is not a

requirement. If any of these conditions are found, the hoses are to be replaced with a follow-up by the GRF Building Inspector to verify completion. In all closes of escrow and changes of stock, all hoses must be changed prior to closing. The maintenance fee for this work shall be borne by the Shareholder. Further, during the fire inspections conducted every year, the Mutual Director will compile a list of all units containing a washer and dryer.

New washer and dryer installations shall be submitted to the Physical Property Department with a plan describing the proposed connection to the sewer. All washers shall be installed with a battery powered Flood stop shut off valve. Only braided metal supply hoses are allowed for the appliance. Dryer vents must go to the roof and have a clean out accessible within the Unit. All venting must be galvanized pipe with a short flex line used for the connection to the appliance. This ensures that the appliance may be pulled out and serviced without breaking the vent seal. The contractor may cut a hole for the vent from within the attic but may not have access to the roof of the Mutual building. The contractor must then contact the Mutual roofer to have it flashed with the approved damper cap. An insulation inspection must occur to verify the presence of the soundproofing before the GRF Building Inspector will sign off on the project. The Shareholder and/or Qualifying Resident assumes full responsibility for any damage incurred as a result of the installation and/or use of a personal washer and/or dryer in their Unit.

#### **Section 2.9 – Walk-In Therapeutic/Jacuzzi-Type Bathtubs.**

A Shareholder may install a walk-in therapeutic bathtub or Jacuzzi and the related equipment/appurtenances, at the Shareholder's expense, within the Shareholder's's Unit. The Shareholder shall assume financial responsibility in case the licensed installation company fails to comply with all provisions of the permit and all GRF and Mutual Rules and Regulations and agrees to return the Mutual property to its original condition or satisfactorily complete the installation upon demand by the Mutual.

The Mutual has the authority and authorization to remove the bathtub/Jacuzzi and related equipment/appurtenances and return the shower/tub area to its original condition at the Shareholder's expense if the installation does not comply with the provisions of this Section.

The walk-in therapeutic bathtub/Jacuzzi shall have: (i) a STC 50 Sound insulation system applied to all surrounding walls, floor to ceiling, with drywall mud and tape; (ii) the shower trap shall be replaced using an all-glue ABS trap and a 2" trap with accessible clean out shall be maintained; (ii) all new water piping shall be copper pipe. Water tie-ins shall be in the attic with ball valve shut offs; (iv) A 24" x 24" attic access shall be provided in the bathroom for access to the shut off valves. The attic access cover shall be a combination of plywood laminated to a 5/8- inch type X drywall with the drywall facing the attic side; (v) The bathtub/Jacuzzi faucets shall have quarter turn shut offs that are accessible. The discharge of water shall be by gravity drain. A pump may only be used if the discharge rate does not exceed 7 gpm. Air injection jets may only be installed if they do not exceed a 44-decibel sound level. If they are an integral part of the bathtub/Jacuzzi, they must be disabled if they do not meet this sound level; (vi) A non-standard 50-gallon water heater shall be installed with a re-circulating pump for the bathtub/Jacuzzi unless an alternate

source for maintaining adequate hot water temperature at the bathtub/Jacuzzi is provided such as a tank-less booster water heater at the bathtub/Jacuzzi. The installation and maintenance shall be at Shareholder's expense; and (vii) The main electrical panel must be upgraded to a 125-amp square D electrical panel with a 100 amp main breaker, if necessary, to provide sufficient circuit breakers. A sub-panel is not permitted.

#### **Section 2.10 – Pre-Demolition.**

The Shareholder's Contractor shall notify all surrounding units four (4) days prior to demolition of any kind. Contractor may petition the GRF Building Inspector to designate one parking space to be coned off overnight Monday through Thursday, only during the initial phases of construction. The Mutual reserves the right to revoke any such designated parking space at any time.

Contractors shall block off their site with an approved orange netting at all times until final inspection occurs. They may use the grass areas in front of the unit during the day when marked off by the orange netting. All work tools must be removed from the grass area overnight and on weekends. The Mutual is not responsible for any damage, loss and/or theft of the contractor's tools or the landscaping damage caused by the Contractor

#### **Section 2.11 – Demolition.**

The contractor must, at all times, have an approved, fully charged and visible fire extinguisher on-site. Demolition must be tarped off so that no dust can enter the common attic space or affect neighboring units. If possible, the contractor is to lightly spray the demo area to keep dust down. Contractors may not use Mutual trash dumpsters to dispose of material. All trash must be hauled off site daily. The contractor must ensure that the work area is visibly blocked off from any access. The Shareholder and contractor will be responsible for any damage or injury caused to any Shareholder, guest or invitee who is injured due to the contractor's failure to safely secure the work area.

#### **Section 2.12 – Concrete.**

Any new concrete work being done at a Unit must include a 12" concrete apron along the front of the garden. With the apron, the hose bib line will need to be changed to copper type L with an approved hose bib. The copper line must pass through the concrete with a sleeve of ABS larger than the copper pipe. All new concrete defined as foundations, patios, aprons, and walkways shall be doweled into existing slabs a minimum of 24-inch on center with a #4 rebar and at least a 6-inch embedment.

#### **Section 2.13 – Framing.**

At framing inspection, the contractor shall treat the exposed framing for termite resistance with a product such as Tim-bor. Tim-bor must be applied by brush or spray as follows: two applications of a 10% solution when drier than normal; one application of 15% solution when normal moisture.

When a Unit is remodeled, the architect, engineer, and/or contractor shall design and construct all the ceiling systems in such a way that allows for a minimum of 1" unobstructed flow of air from the eave vents up to the ridge vent. No framing material or insulation shall obstruct this air flow. If the insulation is going to close this 1" space, then a plastic baffle shall be installed to maintain it. No wood trim or coverings will be allowed on the exterior. Only termite resistant products shall be allowed on the exterior finish. Cement fiber trim and hard panel siding are standard. However, composites may be reviewed by the Mutual Board for approval. The only wood to remain for an exterior remodel is the original roof overhang that includes vent blocks, rafters, fascia, and plywood. If these are damaged or repaired by the contractor, the contractor shall replace wood to match existing and paint to match. Wood must be treated with TIMBOR and primed and painted with the approved paint. The Mutual will maintain the maintenance responsibility for the exterior wood upon completion and approval of the work.

#### **Section 2.14 – Drywall.**

All drywall at common walls, ceilings, skylight shafts shall be type X 5/8.

#### **Section 2.15 – Plumbing.**

The Shareholder shall ensure that if any work is to be done on exposed original plumbing, (water/sewer) the plumbing shall be changed to either copper type L with sweat joints or ABS with no hub connections. Full remodels shall have a brass ball valve main shut off installed for the cold water entering the unit and at the water heater. From this location, all cold-water systems shall be in copper type L and be directed to the kitchen and bathrooms.

If localized remodels occur for the kitchen or bath, a valve shall be used for the cold water servicing these locations. All valves shall be easily accessible. The shut off valve for the hot water shall be at the cold-water supply to the water heater and easily accessible through a panel. The water heater shall be easily accessible for service and have a drip pan and water alarm installed by the contractor for any plumbing remodel. Only metal braided supply lines with ¼ metal angle stops are allowed for all plumbing fixtures. Toilet supply lines shall have metal nuts.

#### **Section 2.16 – Electrical.**

If a new circuit is required and space cannot be found within the existing panel, then a new panel will be necessary and shall only be Square D Q0124L125A 24 spaces/24 currents with 100 amp main shut off. No sub panels when remodeling. All electrical boxes in the common walls shall be metal, not plastic. All remodels shall require high efficiency lighting such as LED, Gu24, or fluorescent tube. Electrical panels will be replaced at change of ownership, or sooner, if deemed necessary by a vote of the Mutual Two Board of Directors.

#### **Section 2.17 – Draftstopping.**

Draftstopping will be required within the attic space along the sides of the unit, but not at the attic corridor under the ridge. Draftstopping may be a minimum of 5/8 OSB, plywood, or type X drywall from the top plate and extend to the underside of the roof sheathing. Draftstopping need only be installed in such a manner as to remain in place with minimal framing/backing required.

**Section 2.18 – Insulation/Sound Proofing/Fireproofing.**

All common walls shall be insulated for soundproofing and fireproofing. The common walls, when open in a remodel, shall be filled with a mineral wool such as Roxul Safe 'n Sound. Any penetrations for plumbing or electrical shall be sealed with approved fireproof sealant or spray foam. All electrical boxes in common walls shall be metal.

**Section 2.19 – Flooring.**

Shareholders may replace flooring within their Units. Any replaced flooring must be tested or disposed of properly at Shareholder's expense. Patio flooring transition to entry walks are Shareholder's responsibility and must be made flush. Based on experience, Bamboo flooring is not recommended in Mutual Two.

**Section 2.20 – Dishwashers.**

Shareholders may have any make or model built-in dishwasher installed in their Units at their own expense by a licensed contractor approved by the GRF Physical Property Department after securing the necessary permits from the GRF Physical Property Department and City of Seal Beach prior to beginning work. The dishwasher requires a separate electrical circuit. The Shareholder assumes full responsibility for any damage incurred as a result of a dishwasher, whether built-in or portable in their unit.

**Section 2.21 – Appliances.**

A Shareholder that has lived in his/her Unit for eighteen (18) months or less, and received new appliances from the Mutual, may not remove the appliances in a remodel unless they refund the Mutual the full value of the appliances at the time of installation.

No appliance which is Mutual property may be sold, given away, or disposed of by the Shareholder and/or the contractor. The Shareholder or contractor must notify a director on the Mutual Board or the GRF Building Inspector to confirm what options are authorized. This notification must be made at least seven (7) days prior to the removal of the appliances. If any appliance is stored in the Unit, it must continue to be cleaned and left undamaged until the Mutual picks up the appliance. Mutual appliances are defined as: stoves, ovens, hoods, refrigerators, garbage disposals, water heaters, sinks, faucets, lighting fixtures Bathroom exhaust fans and countertops.

All expansions or permanent fixtures and appliances to the unit become Mutual property when attached to the building. The Mutual and/or GRF will not be responsible for any reimbursement of any expansions or fixtures which become Mutual property.

**2.21.1 – Nonstandard Appliance Warranty.**

The existing Shareholder, upon the sale of a Unit, shall obtain a one (1) year warranty on each non-standard appliance and provide all warranties to the new Shareholder in the escrow packet.

**Section 2.22 – Exterior Coverings and Blinds.**

Plans for all exterior coverings and/or blinds on windows, doors, doorways, and entry or exit areas must be submitted to and approved by the Mutual Board and meet the standards and approval of the Physical Property Department prior to installation. Exterior coverings, including but not limited to solar blinds, mini blinds, vertical blinds, or roll- up bamboo blinds, are permitted only within the inside of each Shareholder patio or Unit, and may not be attached to the Mutual's building outside of the patio, or interior window header when the unit has been extended. The Mutual prohibits exterior coverings to be attached to the building outside of the patio header or attached to rafter tails or building fascia.

**Section 2.23 – Gutters.**

A patch to a gutter is not permitted in any remodel which alters the gutter or moves a downspout. A contractor may reuse and modify the downspout. Full lengths of gutter without patches must be installed by the contractor. A contractor must contact the Mutual-approved roofer and have the roofer install full lengths of gutter without patches on new roofs that have gutters with one seam at the middle of the building. The install will be at least one half the entire length of the building without patches. Downspouts may be reused but will only be located as per the GRF Building Inspector's direction.

**Section 2.24 – Equipment Standards.**

The Mutual has approved a revised standardization of appliances list. This list may be updated by the Purchasing Department from time to time as manufacturers improve, modify or replace models, thereby altering the current applicable model numbers. The revised list will be published annually. It is attached hereto as Exhibit "A".

**Section 2.25 – Smoke Detectors.**

When all or any remodel work is done to a Unit, ALL smoke detectors/alarms must be replaced with a Kidde i9010 Tamperproof 10-Year Sealed Lithium Battery-Operated Smoke Alarm and/or Kidde 12010S Worry-Free Hardwired Interconnected Smoke Alarm Sealed Lithium Battery Backup, where applicable, or an equal and equivalent device approved by the Mutual Board.

**Section 2.26 – Performance Bonds for Construction Work over Ten Thousand Dollars.**

Permits for any construction work performed in the Mutual valued at more than \$10,000 shall require a Performance Bond. The bond shall provide sufficient funds in the event the work is not completed on time, in accordance to approved plans, and/or to the satisfaction of the Mutual, for any reason. Exceptions to this bond requirement are as follows: (1) The contractor is listed on the Physical Property list of approved contractors; and, (2) The contractor has completed more than one-hundred thousand dollars (\$100,000.00) per year in contracts in Leisure World for the last three (3) years.

**Section 2.27 – Roof and Attic Access.**

No person shall access the roof or attic areas of any building in the Mutual without the express permission and approval of the GRF Building Inspector.

**Section 2.28 – Filled Concrete Block and Footings.**

A Shareholder may apply to GRF to obtain a permit for the use of the “filled type” decorative blocks in enclosing patios. A Shareholder must acknowledge that sufficient footings will be placed under the edge of the slab where said blocks are to be installed, in order to adequately provide for the added weight on the slab.

**Section 2.29 – Liners for Decorative Block Walls.**

A Shareholder is not permitted to use organic materials, such as plywood, to line decorative block walls.

**Section 2.30 – Bay Windows.**

All bay windows presently covered with T-111 plywood, distressed plywood, or wood siding, and any other wood product that complements the bay windows such as corbels and decorative trim, shall be removed and replaced with stucco when the bay window framing and covering are infested with termites. All remodels that include bay windows shall be constructed with stucco as the exterior covering and shall be “bay to grade” construction. The expense of the entire remodel and “bay to grade” construction shall be the responsibility of the Shareholder.

**Section 2.31 – Common Entry Walkways.**

When two units are side-by-side and share a common entrance walkway and one Shareholder wants to relocate their entry walkway, that Shareholder must obtain permission, in writing, from the Shareholder of the other affected adjacent unit. The entrance for the adjacent unit shall be relocated at the sole expense of the Shareholder whose unit is being altered to provide the minimum/maximum four feet six inches (4', 6").

**Section 2.32 – HVAC.**

A Shareholder may apply to install an air conditioning system within the Qualifying Resident's Unit, at the Shareholder's expense. A Shareholder must apply to the Physical Property Department for a permit to install the air conditioning system through the lower windows. A Qualifying Shareholder applying to for approval to install an air conditioning system must comply with the following requirements.

**2.32.1** All heat pump systems must (i) meet requirements for energy usage and (ii) meet requirements for acceptable sound levels;

**2.32.2** A duct heating and cooling system is to be installed with the outside Unit located inside the drip line and as close to the center of the Unit as practical, or near the deco or stucco at the end of the Unit near the storage area. Corner Units may select which side they want. End Units may choose to install them on the side. The exposed lines should be attached to the deco, stucco or wooden post, the location to be approved by the Mutual Board. Repair and maintenance to be the responsibility of the Shareholder; (ii) The compressor is to be installed on a 4-inch cement slab (iii) ground must be tamped (compressed) firmly so that the unit will not shift.

**2.32.3** Exposed areas: All exposed refrigerant lines on the exterior walls or ceiling of the building shall be covered by a sheet metal cover painted to match exterior wall. All exposed lines (beginning and end) must be covered with either sheet metal and/or expandable foam so these areas are flame proof, insect and vermin proof, and rot resistant.

**2.32.4** The compressor is not to exceed 54 decibels and the air handler unit in the attic cannot exceed 44-decibel sound level, per City of Seal Beach Building Code. If the noise level exceeds either of these decibel sound levels, the Shareholder is responsible to have the HVAC unit or units repaired immediately. If the Shareholder does not have the HVAC unit or units repaired, the Shareholder may not use his/her HVAC unit(s). If the Mutual has to repair the HVAC unit, due to the failure of the Shareholder to repair the unit, the Shareholder will be billed for all expenses incurred with such repair, including without limitation, attorneys' fees. If the heating part does not work, the Shareholder is responsible for providing alternate heat.

**2.32.5** Attic access. There must be inside locking attic access, so the HVAC unit may be serviced and maintained (Condensate line in the attic must be rodent-proof. If the attic access has to be cut in, the attic access cover shall be a combination of plywood laminated to a 5/8-inch type X drywall; the drywall facing the attic side. All units without interior attic access must be made policy compliant at the change of ownership.

**2.32.6** Permits are required for wall heaters. In all construction work where wall heaters replace the original heating source, metal conduit or armored cable shall be used for the last six feet of line running from the breaker box to the wall heater(s).

### **Section 2.33 – Unsanitary Premises and Fire Loading Conditions.**

Chapter 10 of the 1997 Uniform Housing Code, Section 1001.11, defines in part, hazardous or unsanitary premises as the accumulation of weeds, vegetation, junk, offal (decaying meat products), dead organic matter, debris, garbage, rat harborages, stagnant water, combustible materials, similar materials or conditions on the premises of the unit, or storage inside of the oven or on the stovetop or inside a microwave oven, which may constitute fire, health, or safety issues.

For purposes of this Section 2.36, unsanitary or rodent and insect inviting conditions or fire-loading conditions are described as the excessive acquisition and collection of large amounts of objects. Such collections of objects may include, but are not limited to: stacked paper goods, newspapers, books, magazines, mail, trash, stored cardboard boxes, plastic trash bags, food stuffs, cleaning aids, clothing and collectables, pet waste or unclean pet cages, and a lack of ingress and egress at windows and doors.

Shareholders shall not create an unsanitary or rodent and insect inviting condition or fire-loading conditions, as defined in this Section 2.39 or in Section 1001.11 of the 1997 Uniform Housing Code referenced above. Further, a Shareholder shall not store within their Unit, or on their patio, any large amounts of incendiary items such as grease, oil, gasoline, paint or paint thinner, or any other liquids or substances noted to be flammable, or any large amount of hobby materials.

Working on hobbies in Unit or patio will be permitted by the Board on a case-by-case basis, considering the health, safety, welfare, and aesthetics of all residents affected. Storage of construction materials, including but not limited to, stacked wood, siding, metal pieces, welding tools, or any items in support of conducting or practicing a business upon the premises, is also prohibited.

#### **Section 2.34 – Unit Fire Inspections and Special Unit Inspections.**

Each Unit will be inspected at the regular annual or Mutual fire/safety inspection conducted by the Physical Property Department or any special inspection as ordered by the Mutual Board, with a duly posted 72-hour notification to the Qualifying Resident. Any infractions will be indicated, and the Qualifying Resident will be informed by mail to cure the infraction within thirty-two (32) days of the date of the letter. A follow-up inspection of the premises will be conducted to assure compliance.

#### **Section 2.35 – Flood Stops.**

As of July 01, 2021, ALL nonstandard appliances attaching to a Mutual Two water source must be equipped with a Flood Stop device. A Permit must be obtained from the Physical Property Department and all work must be done by a GRF approved Contractor.

**2.35.1.** At all Prelisting, and subsequent Escrow work, Flood Stop devices must be added to existing and transferable water using appliances, such as but not exclusive to: Washer/dryers, bidets, dishwashers, ice machines, water purifiers, water softeners, and personal garden drip systems. All work will be inspected and approved by the Mutual Two/GRF Building Inspector upon completion.

#### **Section 2.36 – Bidets.**

As of July 01, 2021, all bidets installed in Mutual Two units must be installed by a GRF approved plumber. A permit must be obtained from the GRF Physical Department prior to any work being done. All existing bidets will be removed by the Service Maintenance Department, unless they have been retrofitted with a Flood Stop device. All work will be inspected and approved by the Mutual Two GRF Building Inspector.

#### **Section 2.37 – Stovetops.**

As of April 01, 2022, at all remodels, Pre-Listing Inspections, and any subsequent Escrow work, a FIRE AVERT device must be affixed to any and all Mutual Standard or Non-Standard stovetops, or oven/stovetop combos. Owners/Sellers are responsible for all Non-Standard appliance applications; the Mutual is responsible for all Mutual Standard appliance devices. All work will be inspected and approved by the Mutual Two/GRF Inspector. Permits will be required for all Non-Standard applications during remodels or replacements.

#### **Section 2.38 – Solar Energy Systems**

##### **2.38.1 – Introduction**

Seal Beach Mutual No. Two ("Mutual") recognizes the benefits of renewable energy sources, encourages Shareholders' use of a solar energy system ("SES") within the community, and is committed to working with Shareholders interested in installing an SES.

The Mutual recognizes that in order to fulfill its responsibilities, it must impose reasonable restrictions on the installation of an SES. Therefore, the Mutual has adopted this Section 2.38 regarding Solar Energy Systems, which places reasonable restrictions that do not significantly increase the cost of an SES or significantly decrease its efficiency or specified performance. In addition, this Section 2.38 ensures that a uniform and reasonably high standard of attractiveness is maintained within the community, and that the Mutual is able to continue to meet its obligations for the maintenance, repair, and replacement of the common area roofs and other building components.

Since these systems, by nature, must be installed externally to the building, the Mutual has established this Section 2.38, including the guidelines described below, regarding the installation of an SES within the community. This Section 2.38 is based on, and designed to comply with, the Solar Rights Act and other related statutory provisions, specifically including California Civil Code §§ 714, 714.1, and 4746, and as they may be amended from time to time. This Section 2.38 is designed to aid Shareholders in developing their solar projects within Mutual expectations, thereby minimizing the time for review and approval by the Mutual's Board of Directors ("Board"). This Section 2.38 supersedes any and all previous SES policies and guidelines promulgated by the Mutual, if any.

#### **2.38.2 – Definition**

An SES is defined as any solar collector or other solar energy device or any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and/or distribution of solar energy for space heating, space cooling, electricity generation, or water heating.

The following common SES(s) are included in the above definition:

- Photovoltaics (solar electric).
- Solar water heating for use within a building.
- Solar heating for space heating.

Other roof mounted fixtures, features, and equipment which are not the purview of this Section 2.38 shall include, but not be limited to, skylights, roof windows, light tubes, HVAC equipment, ducts, piping, conduits, water tanks and collectors, and any other items that alter the existing profile, shape, texture, material, color, and/or form of the roof.

#### **2.38.3– Guidelines**

- a. All installations or alterations of an SES must be approved in writing by the Board prior to commencing any construction activities. The Mutual may require, prior to providing its approval, that the Shareholder provide evidence that he or she has obtained all necessary governmental permits. Any Shareholder who seeks to install an SES without

prior written permission and approval of the Board, shall be responsible for all costs incurred to remove, relocate, or modify the SES, including attorney's fees and costs.

- b. The plans and specifications must include, at a minimum, the following:
  - i. Details on all components of the SES, proposed locations of all components, and description of how the components will be installed.
  - ii. Samples of the proposed SES and manufacturer's product literature shall be submitted with the application to the satisfaction of the Board.
  - iii. Drawings/plans/renderings/elevations "illustrating" the SES components (including, without limitation, materials, shape, dimensions, color, etc.) where the components will be installed on the building.
  - iv. Calculations shall be provided with the initial application verifying the number and/or area of panels required for the proposed SES, including the estimated load per square foot of the SES on the building.
  - v. Confirmation that the installer of the SES is a licensed contractor ("SES Contractor") who agrees to indemnify the Mutual for any damage caused to Mutual common area as a result of the construction/installation of the SES.
  - vi. Any other information the Board may require.
- c. The Board shall have the right to disapprove an application for a proposed SES based on aesthetics pertaining to profile, size, mass, color, texture, material, and other criteria considered by the Board pursuant to the Governing Documents, this Section 2.38, and the guidelines herein.
- d. No SES shall be installed unless it meets all applicable standards and requirements imposed by state and local permitting authorities, and all applicable safety and performance standards established by the California Electrical Code and the Institute of Electrical and Electronics Engineers, accredited testing laboratories, such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. While the Mutual and the Board are not responsible for verification of such equipment's compliance with any and all applicable governing regulations, requirements, and standards, the Mutual and Board will require that all Shareholders install only those systems that meet and satisfy any and all applicable governing regulations, requirements, and standards. Whether specifically stated in the Board's written approval or not, all approvals are based on the condition that the SES complies with all such governmental regulations, requirements, and standards.
- e. Once approved in writing by the Board, but prior to installation, the SES Contractor shall perform an inspection of all roofing components and comply with the following:
  - i. Determine the estimated usable life span of the existing roof;

- ii. Verify that the existing roof has an estimated usable life span to meet or exceed the manufacturer warranty for the SES;
  - iii. Verify that the existing roof is compatible with the intended SES;
  - iv. Submit an additional and/or revised proposal to the Shareholder and the Board if any additional roofing, waterproofing, or fireproofing is required beyond the scope of work submitted with the application;
  - v. Provide a written report and photographic record of the condition of the existing roof to comply with this section 5 and submit same to the Board.
- f. Solar panels must be installed solely on existing roof space on the building in which the Shareholder resides. Any other such proposals must include justification clearly evidencing that it is not possible to achieve sufficient energy capture (defined as up to 90% of historic electric usage averaged over at least one (1) year in the required location), or the cost of installing the panels in the required location would be higher than \$1,000.00 or more compared to the proposed variance location. In the event that Shareholders can meet either threshold, all efforts will be made to adhere to all other requirements pursuant to this Section 2.38.
- g. Approval of solar energy equipment shall be primarily based on the proposed design and installation that has minimal visual impact on neighboring properties, while conforming to existing state laws concerning safe and efficient placement of collector units. The Mutual requires that roof-mounted panel designs be intended to conform to existing roofline geometry. A key element of maintaining architectural harmony within the community is to avoid deviations from existing rooflines. Accordingly, all Solar Panels must be parallel with the roofline and must conform to the slope of the roofline and meet all set-back requirements from top and side leading edges of the building. Solar collectors should be flush-mounted and should not extend above the ridge of the roof or beyond the roof footprint. The panel distances above the existing roof surfaces are to be minimized as much as practically possible. Racking elements should not be visible. All plumbing, electrical, and utility lines for the SES shall be concealed from view.
- h. All mechanical equipment exposed to the exterior, including exposed piping, support structures (racking), and electrical conduits, shall be located in a manner which minimizes visual impact. The mechanical equipment must be painted to match the adjacent surface, including the roof and building's color scheme. For example, pipes on walls should be painted the color of the walls, while roof plumbing/conduits should be the color of the roof. No exposed wiring is allowed. Wiring shall be housed in conduits painted to match the adjacent surfaces and routed through the attic or walls whenever possible. Aluminum trim, if used and visible, should be anodized and black in color unless color matched to the building surfaces. If colored solar panels are available in colors other than black, the Shareholder must seek to color match with the roof. The Mutual strongly encourages Shareholders to select colors that best

match or compliment the roof color and harmonizes with the home's exterior color scheme.

- i. The Shareholder installing an SES will own the SES and shall be responsible for maintaining the system in good condition and for repairing the SES with regard to function and appearance. Periodic washing of the panels will improve both performance and appearance and will maximize the Shareholder's investment. Frequency will vary from location to location. Should the SES not be properly installed or maintained resulting in visual and/or aesthetic nuisance, the Mutual and Board reserve the right to enforce any of its rights under the Governing Documents to ensure compliance that may include, but not be limited to, fines and/or litigation. All persons employed by the Shareholder to install, maintain, and repair the SES shall be licensed and insured and meet the criteria set forth herein. All repairs and maintenance to an installed SES shall meet all of the aesthetic and other requirements herein.
- j. It is recommended that Shareholders obtain at least a five (5) year roof warranty from the SES Contractor, with language similar to the following:

*If a defect in workmanship, inclusive of any labor and materials, is discovered within five (5) years from the date of completion of the SES, Contractor warrants and agrees to: (i) remedy the defective conditions and facilitate any and all necessary repairs/replacement all at no charge to the Shareholder or the Mutual for the cost of any materials, supplies, labor and/or other costs to facilitate said remedies; (ii) commence such remedies within three (3) business days after being notified of the same and to complete the repairs within a reasonable period of time thereafter.*

- k. Aside from any color-matched portions, panels should have black anodized frames and black back-sheets to preserve and maximize the aesthetic integrity of the home and surroundings. Natural aluminum frames are not permitted. Panels must feature anti-reflective, non-glare glass surfaces and must be installed in a manner that reduces glare to the fullest extent possible.
- l. No SES shall be installed other than by an installer holding all licenses which may be required by state law and local ordinance, and maintaining a current policy of public liability, workers compensation, and property damage insurance which does not contain any endorsements or exclusions for work performed at common interest developments. The Mutual, the Mutual's managing agent, and the installing Shareholder(s) shall be named as additional insureds on the installer's policy of insurance.

- m. It is strongly recommended that Board approval be obtained *prior* to executing a binding contract with a solar sales/installation company.
- n. In the event Shareholders desire to add to or modify an existing SES that was installed prior to the implementation of this Section 2.38, the following guidelines apply:
  - i. If approved based upon the previously stipulated exceptions, all new panels visible from the front or front sides (defined as “drive-by” view), must have a black anodized frame and black back-sheets and meet all other guidelines outlined herein.
  - ii. If an existing system is visible from the front or front sides (defined as “drive-by” view) the panels must match the existing panels and represents the only exception in which panels with non-black frames and non-black back-sheets may be installed on surfaces which can be viewed from the front or front sides (defined as “drive-by” view).
- o. The execution of a Solar Release and Indemnity Agreement (**Form 02-7414-4**) regarding the installation of the SES and the ongoing maintenance of the roof shall be a condition precedent for the approval of any application to install or use an SES. Such Agreement may be recorded in the county recorder’s office. Shareholders shall provide the original signed and notarized Agreement to the Board and/or management. Any application for the installation of an SES shall be automatically deemed to be denied unless and until such Agreement is executed by the Shareholder. The cost for the preparation of such an Agreement is \$600.00 (plus the cost of recordation, if applicable), to be paid by the Shareholder.
- p. In addition to complying with the guidelines described herein, when a Shareholder requests to install an SES on a multifamily common area roof shared by more than one (1) Shareholder, the Shareholder must also comply with the following guidelines:
  - i. The Shareholder is required to notify each shareholder of a unit in the building on which the installation will be located of the application to install an SES, and so indicate in the application that they have complied with Civil Code § 4746 which mandates “an applicant to notify each shareholder of a unit in the building on which the installation will be located of the application to install a solar energy system.”
  - ii. The Shareholder (and each successive shareholder) must maintain a homeowner liability coverage insurance policy at all times and provide the Mutual with the corresponding certificate of insurance within fourteen (14) days of approval of the application to install an SES, and annually thereafter. The homeowner liability coverage insurance policy shall contain an additional insured endorsement naming the Mutual and its managing agent as additional insureds.

- iii. The Shareholder-applicant must submit a solar site survey showing the placement of the SES prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of SES(s), to determine usable solar roof area. This survey, or the costs to determine useable space, shall not be included in the calculation of whether the restriction significantly increases the cost of the SES, pursuant to Civil Code § 4746, subdivision (b)(1)(A). The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all Shareholders sharing the same roof. The document containing the results of said survey shall be provided to all shareholders of a unit in the building on which the installation will be located.
- iv. The Shareholder (and each successive shareholder) of the SES, shall be responsible for all of the following: (1) costs for damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the SES; (2) costs for the maintenance, repair, and replacement of the SES until it has been removed, and for the restoration of the common area, exclusive use common area, or separate interests after removal; and (3) disclosing to prospective buyers the existence of any SES of the Shareholder, and the related responsibilities of the Shareholder under this Section 2.38 and the Solar Release and Indemnity Agreement.
- q. If required by the Mutual, Shareholder shall retain the services of a duly licensed structural engineer (as defined in California Business & Professions Code § 6736) to make a determination that the structural integrity of the roof of the building on which the installation will be located is adequate to support the SES to be installed.
- r. Shareholders shall be solely responsible for the increase in any costs to maintain, repair, and/or replace the roof and any other building components as a result of the installation of the SES. Such maintenance includes, but is not limited to, costs arising out of removal of tree material from and around the SES, prevention of rodent nesting, damage caused by water and/or any foreign object, including balls, tree limbs, wind, weather, or any other cause. The SES may need to be lifted and/or removed to allow for the ongoing maintenance of the roof, and Shareholders shall be solely liable for such costs. Upon request from the Mutual, the Shareholder shall have the SES lifted or removed within fourteen (14) days to accommodate repairs and maintenance to the roof or other building components. If Shareholders fail to lift or remove the SES within the allotted time, the Mutual shall be authorized to cause the lifting or removal of the SES and charge the actual cost of the same to the Shareholders as a special assessment. In no event shall the Mutual be responsible for the costs of lifting, removing, and/or reinstalling the SES, or for any increase in Shareholders' utilities during times which the SES is inoperable for any reason.

- s. All SES roof mounted hardware shall be waterproofed in compliance with the National Roofing Contractors Association specifications and recommendations.
- t. Shareholders who install an SES shall indemnify or reimburse the Mutual and/or its shareholders for loss or damage caused by the installation, maintenance, or use of the SES.
- u. Prior to the sale or transfer of any SES equipped property, either: (i) the SES must be removed, and the roof put back into its original condition; or (ii) the transferee of the property must sign a counterpart addendum to the Solar Release and Indemnity Agreement, whereby the transferee agrees to assume, abide by, and be bound by all of the terms therein.
- v. The Mutual shall retain the right to inspect the SES and verify that any SES installation adheres to all of the provisions of this Section 2.38.
- w. In any action resulting from a dispute between Shareholder(s) and other shareholders, or Shareholder(s) and the Mutual, related to the installation of the SES, or any provisions of this Section 2.38, the prevailing party shall be awarded its reasonable attorney's fees.
- x. All parties will cooperate to take any and all actions, and sign all documents reasonably necessary to effectuate the intent, and to carry out the provisions, of this Section 2.38.

### **Article III – Patios/Golf Cart Pads**

#### **Section 3.1 – Patios.**

A Shareholder may submit an application to construct a patio within the area not exceeding four feet beyond the eaves of the Shareholder's unit. The Shareholder's plans and specifications must be in accordance with the Mutual's requirements as set forth in these Rules and Regulations. Pursuant to Section 2.1 of these Rules, all construction work related to the construction of patios must be done by a contractor licensed and insured in the State of California. Any patio installed by a Shareholder shall be removed upon the resale or transfer of the applicable share of stock at the seller's expense, unless the buyer wants the patio to remain, agrees to such in writing, and executes Form 02-7514-04.

The Shareholder constructing a patio must contact the Physical Property Department to obtain a permit which must be obtained prior to the start of any construction. As a condition of obtaining such a permit, the Shareholder must execute 02-7514-04 Patio or Garden Area Installation, Maintenance, and Indemnity Agreement Form and agree to all terms contained therein.

By obtaining a permit for the patio installation, the Mutual Board is giving the Shareholder a revocable license for the non-exclusive use of a portion of the common area.

All costs related to this installation shall be borne by the Shareholder, including any modifications to the existing sprinkler system which work must be performed by the Mutual's contracted landscaper or other Mutual-approved contractor prior to the construction of the patio.

**3.1.1 Use and Maintenance.** Patios constructed by Shareholders shall remain open for the general use of all shareholders and shall not be reserved for the installing Shareholder's exclusive use. The maintenance, repair and replacement of any components of the patio will be the responsibility of the Shareholder.

**3.1.2 Emergency Egress – Windows and Walkways.** All patio window spaces, both inside and outside, must be kept clear for emergency exit and entrance. A clear path of at least four (4) feet must be maintained from the entrance of the patio to the entry door of the unit. Walkway must have a clean, unobstructed pathway, free of potted plants or other items.

**3.1.3 Emergency Egress – Doors.** No patio addition may have a door that locks. Only doors with direct entry into the Unit may have locks (i.e., front door or sliding glass door leading directly into the Unit from the patio). A door outside in the patio without direct access into the Unit is not considered an entry door. To clarify, there can be no door locked before arriving to the front door of the Unit. Any lock on a patio door must be removed or the Mutual will remove it at the Shareholder's expense. Any object which contributes to uncleanliness or impeded passage for emergency personnel and equipment, and/or which may lead to unhealthy or dangerous conditions to Shareholders, must be corrected by the Shareholder. If such items are not removed, the Mutual will do so at the Shareholder's expense.

**3.1.4 Inspection.** Patios will be periodically inspected by a GRF Building Inspector assigned by the GRF Physical Property Department.

**3.1.5 Storage – Open Patios.** After the initial 30-day move-in period, the following items may not be stored or placed on open patios: (i) Any type of food, including birdseed, dog or cat food except in airtight containers; Do not leave pet dishes with food on the patio; (ii) Cardboard boxes; (iii) Charcoal or highly flammable items, old newspapers, magazines, etc. (unless stored in approved containers). Gasoline-operated equipment or gas cans, flammable chemicals; (iv) Laundry hung for airing or drying; Clothing or other items may not be hung on shareholders' patios; (v) Non-working refrigerators or freezers; (vi) On un-gated patios: Unattended pets or pets in permanent outdoor kennels or caged (including birds); (vii) Spas or hot tubs, indoor upholstered furniture.

**3.1.6 Patio Décor.** Screens, panels, or drapes to block the sun must be of outdoor fire-retardant fabric and must be maintained. Patio décor must be in good taste, and obscene or offensive objects can be prohibited at the discretion of the Mutual Board.

**3.1.7 Prohibited Activities.** Any workshop causing noise, odor, unsightliness, and/or unhealthy conditions is prohibited within the Mutual. Be guided by the "occasional hobby-oriented" activity rather than an ongoing business or any activity considered to be a nuisance to

neighbors. Contact the Mutual Board by sending a letter to the Secretary for further information and guidance. Converting an open patio into a storeroom is prohibited.

**3.1.8 Patio Floor.** Outdoor carpeting is permitted. Any permanent resurfacing of the patio floor requires a GRF building permit. Flooring installed without a permit may be removed by the Mutual at the Shareholder's expense.

**3.1.9 Enclosed Patios.** A permit from the Physical Property Department is required for any construction to a patio. An enclosed patio may not function as a bedroom, kitchen, or storage closet. Any item not appropriate to a patio will be removed by the Shareholder or by the Mutual at the Shareholder's expense. Construction of patio must be 35 inches in height top cap and must be constructed of masonry material. Vinyl fencing is not permitted. Gated material will be reviewed and approved as submitted.

**3.1.10 Enclosed Patios Acceptable Items.** Acceptable items on enclosed patios include: (i) Refrigerator or freezer in working condition plugged directly into wall socket only; or (ii) A washer or a dryer or stacking washer and dryer installed inside a patio storage cabinet. A GRF building permit must be obtained for the installation of these appliances, and all codes relating to electrical and, if applicable, plumbing and ventilation must be adhered to.

### **Section 3.2 – Golf Cart Pads.**

Shareholders must obtain approval and follow established guidelines for the installation and use of any electric cart or scooter and any necessary pad used for parking and recharging of carts and scooters. Such pads shall not be considered a permanent change to the Unit but shall remain a "non-standard" change. Any parking or charging pad shall be removed upon the resale or transfer of the applicable share of stock at the seller's expense, unless the buyer wants the pad to remain, agrees to such in writing, and executes Form 02-7507-4.

The Shareholder constructing a golf cart pad must contact the Physical Property Department to obtain a permit which must be obtained prior to the start of any construction. As a condition of obtaining such a permit, the Shareholder must execute **02-7507-4 Golf Cart Parking Pad Installation, Maintenance, and Indemnity Agreement Form** and agree to all terms contained therein.

Minimum width will be five feet (5') and maximum width of any cart pad will be six feet (6'). Materials allowed: concrete, decorative pavers and decorative stone. Decorative pavers and stone must have a three-inch (3") concrete buffer on each side incorporated into the maximum width of six feet (6') for the cart pad.

By obtaining a permit for the cart pad, the Mutual Board is giving the Shareholder a revocable license for the non-exclusive use of a portion of the common area. A cart pad is for parking and charging of electric golf carts only.

All costs related to this installation shall be borne by the Shareholder, including any modifications to the existing sprinkler system which work must be performed by the Mutual's contracted landscaper or other Mutual-approved contractor prior to the construction of the pad.

## **Article IV – Landscape Maintenance Manual**

### **Section 4.1 – Purpose of Landscape Maintenance Manual.**

This policy is adopted to enhance the enjoyment of the Mutual Two living style by setting and enforcing standards for Mutual Two landscaping while taking into account shareholders' personal tastes and creativity.

This policy outlines the shared responsibilities of the Mutual Two and its members. The Landscape Committee is entrusted with the management of landscaping including the responsibility for inspections and enforcement of this policy.

Any planting which can reasonably be expected to damage walls and deco blocks, roofs, gutters, posts, sidewalks, as part of individual units is not allowed.

### **Section 4.2 – Resident Garden Areas.**

The area extending 24 or 36 inches from the exterior wall of the Unit is set aside for the Shareholder's garden. The sides of the corner Units shall have a 48-inch limit. At the time of sale or transfer of stock, the Mutual Board will review the area and decide whether those areas which have been extended beyond these limits will be returned to the 36 or 48 inches or left as extended and will decide if any vegetation needs to be removed.

**4.2.1 Expansion of Garden Areas.** A Shareholder may submit an application to install an expanded garden area beyond the limitations contained above but not exceeding four feet beyond the eaves of the Shareholder's unit. The Shareholder's plans and specifications must be in accordance with the Mutual's requirements as set forth in these Rules and Regulations. Pursuant to Section 2.1 of these Rules, all construction work related to the installation of the expanded garden area must be done by a contractor licensed and insured in the State of California. Any expanded garden area installed by a Shareholder shall be removed upon the resale or transfer of the applicable share of stock at the seller's expense, unless the buyer wants the garden area to remain, agrees to such in writing, and executes Form 02-7514-04.

The Shareholder installing an expanded garden area must contact the Physical Property Department to obtain a permit which must be obtained prior to the start of any construction. As a condition of obtaining such a permit, the Shareholder must execute 02-7514-04 Patio or Garden Area Installation, Maintenance, and Indemnity Agreement Form and agree to all terms contained therein.

By obtaining a permit for the garden area expansion, the Mutual Board is giving the Shareholder a revocable license for the non-exclusive use of a portion of the common area.

All costs related to this installation shall be borne by the Shareholder, including any modifications to the existing sprinkler system which work must be performed by the Mutual's contracted landscaper or other Mutual-approved contractor prior to the construction of the expanded garden area.

**Section 4.3 – Trees within Garden Areas.**

Trees with invasive root systems will be required to be retained in pots or tubs and all trees will be required to be kept 12 inches below eaves. The shareholder is responsible for any damage caused to the building by their tree.

**Section 4.4 – Plants within Garden Areas.**

Shareholders are responsible for the care of their planting area, including watering, pest control, weeding and fertilizing. The Mutual's contract gardeners will trim bushes, rake, and cultivate routinely. Rose bushes and other large bushes will be pruned and trimmed annually, usually in January or as needed. Spraying or tending flowers and other plants are not standard services.

Plants that climb must be confined to a trellis which is anchored in the ground, is self-supporting, and located at least 6 inches from any wall or deco-blocks. Plants that are allowed to grow outside of the designated garden area or come into contact with the building may be cut back by the Mutual's gardeners. When making repairs or painting the building, shrubs, vines, trees and other growth will be cut, trimmed or removed as necessary so as not to interfere with repairs or painting.

Any shareholder who wishes to change their yard to drought tolerant landscaping may do so with the understand that the shareholder will be responsible for all cost to install and maintain the planned landscaping, and agrees to remove the landscaping at their expense if said landscaping is not properly maintained. Patio or lawn furniture that is approved by the Mutual, including but not limited to, tables, chairs, and benches, may be left overnight, but must be moved in such a manner so as to not hinder or interfere with the landscape crews on days when they are mowing/providing services. This must be done no later than the night prior to the day at which the landscaper will be mowing/providing services.

**Section 4.5 – Pest Control and Fertilization within Garden Areas.**

Fertilization and plant pest control within the garden area are the responsibility of the shareholder, as is the watering of their garden.

At the Shareholder's expense, sprinklers may be added within the garden area. Maintenance of sprinklers will be at the Shareholder's expense.

Shareholders are reminded that chemical pesticides and herbicides may kill good bugs that fight pests and may also kills bees and butterflies. Mutual 2 encourages Shareholders to use organic pest controls and fertilizers, if needed, in their garden area. Any pest controls or fertilizer that may cause harm to pets and /or wildlife are prohibited. Roundup is not allowed anywhere in Mutual 2.

**Section 4.6 – Potted Plants.**

Potted plants are not permitted on entrance walkways; nor can they inhibit the 36-inch entry requirement. Further, potted plants are not permitted on top of, or hung from Padmount

transformers, nor on telephone vaults or walk lights. Cement pavers must be under all pots containing trees or large plants.

#### **Section 4.7 – Maintenance of Garden Areas.**

Shareholders must water their garden responsibly, with no hose left on in the garden. Garden areas which are neglected or allowed to fall into disrepair may be taken over by the Mutual Two Board of Directors.

The Mutual gardeners will trim and weed each Shareholder's garden periodically. To opt out of this service, place red flags in the garden. Red flags are available from the Landscape Chair. Shareholders who decline gardening services are expected to keep their garden groomed and free of debris. If accumulated debris is not removed by the shareholder, the Mutual has the right to have gardening service perform this task, and it will be the shareholder's responsibility for excessive costs. Plant materials or hoses must not extend outside the boundaries of the garden area or over sidewalks, entry walks, turf, or into neighboring gardens. A freestanding trellis may be utilized for plant support but must be installed at least 6 inches away from the building to prevent plants from damaging or growing onto the building or deco blocks.

If a shareholder does not adhere to the requirements of the landscape policy, the Mutual will advise the shareholder, in writing, of the problem to be corrected. If the problem is not corrected, the Mutual may take steps to remove the plant material from the garden.

#### **Section 4.8 – Flower Bed in Garden Area.**

Every Shareholder is allowed the privilege of a flower bed area in front of his/her Unit. Existing flower beds range in width from 24" to 36" and cannot exceed 36" in front; side gardens cannot exceed 48". Flower beds are cultivated, weeded, and trimmed by contracted landscapers every six (6) weeks. Shareholders who desire to do the work themselves may alert the landscapers by placing red flags within the flower bed. Flags are available from gardeners. Landscapers are instructed to remove weeds from all flower bed areas.

#### **Section 4.9 – Prohibited Uses of Garden Area.**

Front and side gardens may not be used as storage areas. However, a box with earthquake material is allowed.

#### **Section 4.10 – Approved Plants.**

There are no approved or non-approved plants. However, there are suggestions of plants that Shareholders are encouraged to consider or are suggested to avoid. If a shareholder has any questions, they should contact the Mutual 2 Landscape Committee Chairperson for guidance.

Listed below are bushes or shrubs that do well and are recommended for garden areas. Personal selection is not limited to this list.

Azalea, Fuchsia, Indian Hawthorn, Rose, Camellia, Gardenia, Juniper shrubs (small), Star Jasmine, Dahlia, Hibiscus, Lily of the Nile, Day Lily, Holly Family, Mirror Plant, Flax, Hydrangea, Nandina Domestica

Perennial flowers do well in our climate and soil. Young plants need protection from rabbits.

The following plants are not recommended in the garden areas:

Asparagus Fern, Ivy, Baby Tears, Bamboo, some members of the Spiderwort Family (aka Wandering Jew), Bird of Paradise, Morning Glory, Ficus, Wild Mint.

**Climbing or espaliered plants must be confined to a trellis that clears the building by a minimum of 6 inches.**

#### **Section 4.11 – Donating Trees.**

The Landscape Committee welcomes tree donations.

If you would like to donate a tree, the procedure is very simple:

1. Present a proposal to the Landscape Committee of what type of tree you want to donate, size and where you would like it planted.
2. If your request meets the criteria set forth by the Landscape Committee, the proposal will be presented to the Board of Directors.
3. A vote will be taken at the monthly Board Meeting. Once approved, the tree can be ordered then planted by the Mutual gardeners.

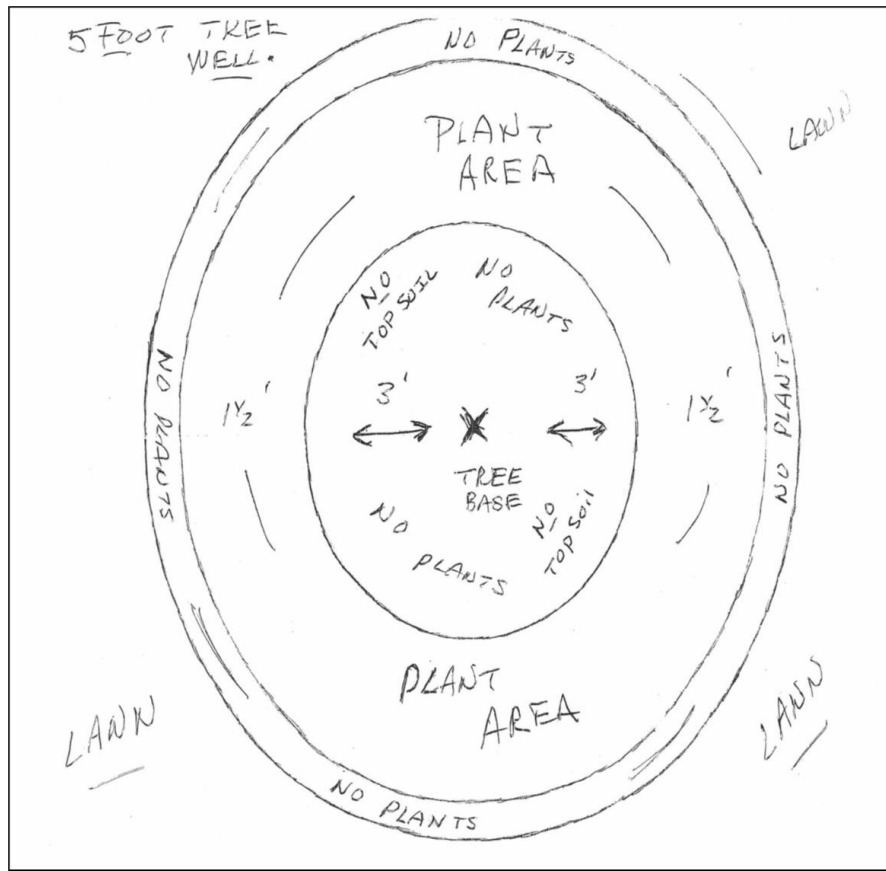
#### **Section 4.12 – Planting Tree Wells.**

The Board of Directors of Mutual 2 may grant permission to shareholders to plant and landscape tree wells in their own green belt.

Before a tree well can be landscaped, a drawing, complete with all materials to be used must be submitted to the Landscape Committee for prior approval.

Only organic materials may be used. No pots of any kind will be allowed in or around the tree well. All materials purchased and used for the project will be at the shareholder's expense.

No topsoil is to be used at the base of the tree (at least 3 feet away from the trunk.) Mulch should only be used to cover the roots of a tree (when applied against the bark at the base of a tree, mulch will cause basal trunk rot due to the constant shade and moisture and may severely damage the tree.)



#### **Section 4.13 – Turf Areas.**

Shareholders are not permitted to adjust turf area sprinklers. Shareholders are encouraged to report any area that is not adequately irrigated by the sprinkler systems.

#### **Section 4.14 – Laundry Room Planters (PLANTER AREAS).**

Laundry Room Planter Areas are a part of the Mutual's landscape/lawn property. Shareholders may design and landscape these areas at their own expense with prior Landscape Committee

approval. Shareholders will be responsible for the care and maintenance of these areas. Mutual gardeners will mow turf only as needed.

#### **Section 4.15 – Lamp Posts.**

Lamp posts may not be decorated or have anything attached to them.

### **Article V – Traffic, Vehicle Operation and Parking**

#### **Section 5 .1 Definitions Applicable to this Article.**

- (a) Alternative Dispute Resolution (ADR): A method of resolving disputes other than by litigation involving a neutral third party pursuant to Civil Code Sections 5925-5965.
- (b) Assigned Parking: A defined parking location that has been designated for the use of a specific individual or group by the GRF.
- (c) 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.
- (d) Caregiver: A non-shareholder hired or identified by a Shareholder as providing part-time or full-time care. This person must be registered with Stock Transfer.
- (e) Electric Bicycle: Two-wheeled vehicle supplemented with an electric motor. It may not be driven on sidewalks.
- (f) Golf Cart: A motor vehicle having not less than three wheels in contact with the ground, having an unloaded 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".
- (g) 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.
- (h) 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.
- (i) Mobility Scooter: A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.
- (j) 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).
- (k) Motor-Driven Cycle: A motor-driven cycle has 149cc or less engine size (CVC Section 405) and has to be registered.
- (l) Parking Rules Violation (PRV) Panel: The Mutual Board has established a committee consisting of a facilitator, three (3) Mutual directors and an alternate as may be designated from time to time by the Board and assigned to meet on a rotating schedule

to hear Shareholder disputes regarding Parking Rules Violation notices issued by Security Department.

(m) 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.

(n) Prohibited Vehicles:

a. Boats,

b. 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;

c. Off-road vehicle (not street licensed) other than a Golf Cart or Golf Car;

d. Unregistered Vehicle: no current valid State registration;

(o) 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. Recreational Vehicle shall not include van camper conversions, which are permitted within the Mutual.

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

(q) Rules Violation Notice (Citation): A written notification of a violation of GRF parking policies placed on the violating vehicle. Citation information is forwarded to the Mutual President.

(r) Vehicle Used for Recreation (VUFR): Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

## **Section 5.2 – Applicability.**

The following Traffic, Vehicle Operation and Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any property owned and/or regulated by the Mutual. This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF. Per the Occupancy Agreement, all Qualifying Residents are solely responsible for the actions of their guests and invitees; therefore, they are solely responsible for any fines and penalties incurred by their guests and invitees. GRF vehicles, such as maintenance vehicles, or security vehicles assisting first responders or providing emergency services to a Shareholders Unit, are exempt from these rules when appropriate.

## **Section 5.3 – Enforcement of California Vehicle Code.**

In order to promote safety, all drivers and pedestrians shall follow the California Vehicle Code, except as specified otherwise herein.

## **Section 5.4 – Prohibited Vehicles.**

No Prohibited Vehicle shall be parked on Mutual or Trust Property. At no time, shall any vehicle be parked on Mutual Property if it is leaking any fluids other than clear water. Any Prohibited Vehicle parked within the Mutual is subject to immediate towing at the owner's expense.

**5.4.1 Temporary Parking Permits.** All parking permits must be visibly displayed on the dashboard of a vehicle or on the king pin of a fifth wheel or the tongue of a trailer. The following parking permits are issued by Security Department: (i) Shareholders for use on rental or new vehicle; (ii) Guest of Shareholders; (iii) Overnight parking permit at request of Shareholder for guest.

#### **Section 5.5 – General Parking Rules.**

**5.5.1** All Shareholders, Qualifying Residents, guests and invitees shall park safely. At no time may a vehicle be parked in a manner creating a traffic hazard.

**5.5.2** No animal or child is allowed to be left alone in any parked vehicle on Mutual Property. Animal Control or Seal Beach Police will be called immediately in either circumstance.

**5.5.3** Fire Hydrant – At no time may a vehicle be parked within 12 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense.

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

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

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

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

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

**5.5.9** 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.

**5.5.10** Any vehicle without proof of current valid State registration may not be parked on Mutual Property at any time.

**5.5.11** Any vehicles without a GRF decal on windshield or pass displayed on the dash may not be parked on Mutual Property.

**5.5.12** Trailers not connected to a vehicle are not permitted to be parked on Mutual Property. Such trailers may be parked in the Permit section at Clubhouse 4 (four) only with a permit issued by the Security Department or with Mutual approval.

**5.5.13** Pods, moving trailers or similar portable storage units are not permitted on Mutual Property without Security Department authorization or with Mutual approval.

**5.5.14** Vehicles in violation are subject to immediate tow away at the vehicle owner's expense.

#### **Section 5.6 – Parking Zones.**

**5.6.1** Red Zones – Vehicles parked in red zones are subject to immediate tow away at owner's expense.

**5.6.2** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 12 (twelve) feet of a fire hydrant even if the curb is unpainted.

**5.6.3** Non-Fire Lanes: A vehicle may not be left unattended.

**5.6.4** Bus Stops: No person shall park or leave standing any vehicle within 30 (thirty) feet of a bus stop on bus stop side of the street to provide for loading and unloading of buses.

**5.6.5** Drive-up Mailboxes: No person shall park or leave unattended any vehicle within 15 (fifteen) feet of the mailbox.

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

**5.6.7** Green Zone: Parking may not exceed time limit posted by sign or curb marking. Notwithstanding the foregoing, unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.

**5.6.8** Yellow Zone: Commercial & passenger vehicle loading and unloading only.

**5.6.9** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise restricted.

#### **Section 5.7 – Non-Qualifying Resident Parking.**

Non-Qualifying Resident vehicles are not eligible for extended parking privileges without a permit issued by the Security Department. Any violation of this section may result in vehicle being towed at the owner's expense.

#### **Section 5.8 – Caregiver Parking.**

A Caregiver may park in Shareholder carport space with permission and proper form. A Caregiver may park on Mutual or Trust Property only when a Caregiver parking pass is displayed on the dashboard of the vehicle. To obtain Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

#### **Section 5.9 – Contractor and Service Vehicle Parking.**

Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk. Contractor and service vehicles, including personal vehicles driven by workers, shall not be parked on Mutual Property (Trust Streets included) overnight without a permit.

**Section 5.10 – Overnight Parking Permits.**

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.

**Section 5.11 – Recreational Vehicles (RV) or Vehicle Used for Recreation (VUFR) Restrictions.**

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

**5.11.1** RV parked at any Mutual Property facility MUST have Security Department-issued decal or a parking permit.

**5.11.2** RV or VUFR is parked up to 48 (forty-eight) hours for the purpose of loading or unloading.

**5.11.3** Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.

**5.11.4** 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.

**5.11.5** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.

**5.11.6** RV or VUFR may not be attached to any external power supply.

**5.11.7** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.

**5.11.8** No animals or children are to be left unattended on or within any RV or VUFR at any time.

**Section 5.12 – “For Sale” Signs.**

"For Sale" signage shall not be displayed on any vehicle on Mutual Property.

**Section 5.13 – Repairs.**

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed on any Mutual Property.

**Section 5.14 – 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. Non-Residents shall not be permitted to wash their vehicle anywhere on Mutual Property.

**Section 5.15 – Bicycles/Tricycles.**

Bicycles or Tricycles may not be parked in any manner as to interfere with foot or vehicle traffic.

Bicycles must be parked utilizing parking racks where provided. The Mutual 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. Except for employees working in Leisure World, visitors residing outside Leisure World may ride bicycles or tricycles on Mutual sidewalks or streets only if accompanied by a Qualifying Resident.

#### **Section 5.16 – Carport Use.**

When a Shareholder moves in, they are assigned one carport space. If shareholders have more than one car or have a golf cart or scooter, they may rent or use another shareholder's carport space if both agree and they have signed the Carport Usage/Rental Agreement. The executed agreement must be recorded at the Stock Transfer Office to be valid. Unauthorized use of any empty carport space may result in the vehicle/golf cart/scooter being towed at the expense of the owner of the vehicle.

Carports are to be used for parking of self-propelled land vehicles in operating condition. All passenger vehicles that can be operated on city streets MUST have a current DMV registration, license plate tags, and sufficient insurance as mandated by the State of California Vehicle Code (CVC) Section 22658. All vehicles, 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; however, the Mutual Board may waive the requirement to display and affix the SBLW decal ONLY in unique and rare circumstances (contact the Mutual Board for consideration). Any vehicle that is not compliant with these rules may be towed at the owner's expense and as specified in CVC Section 22658. Any stored items in the carports must be completely contained in the carport cabinets. Current fire regulations prohibit the storage of fuel or any combustible material in the carport areas. When parked in the carports, all vehicles must be headed inwards. Mechanical repairs on vehicles are not permitted except for minor maintenance such as jumping of a battery, checking or adding oil or water, or changing wiper blades. Changing of oil is not permitted. No person shall park any vehicle in any carport not assigned to them without permission from the affected shareholder. Any vehicle leaking oil, anti-freeze, or any other hazardous material is prohibited from parking in a Mutual carport or on a Mutual street or driveway. It is the shareholder's responsibility to clean up any hazardous material spill or the Mutual will have them cleaned up. In such case, the shareholder will be billed for the cost. ALL hazardous waste materials, including kitty litter, must be disposed of at any Orange County Approved Hazardous Waste Site. The carport floor space may NOT be used as a storage area, whether free-standing or in any type of container. Boats or trailers of any size or kind may not be parked in the carport. Any damage to the carport is the responsibility of the assigned shareholder, not any renter of a carport. Car covers may be attached to the carport and must be removed at the time of painting. Only a Bicycle, Tricycle, folding shopping cart or ladder may be stored under the cabinet in the Shareholder's assigned or rented space. At each inspection of the carports by the Mutual Board representative, a notice will be given to the shareholder whose carport is in violation of this policy. Improperly stored material must be removed within ten (10)

days or the material will be removed at the Shareholder's expense. In order to accommodate routine cleaning and property servicing, Shareholders may not store an inoperable vehicle in a carport space. Shareholders may have ceiling or wall fixtures installed to accommodate items such as car covers or ladders.

#### **Section 5.17 – Carport Assignments.**

Carport assignments are controlled by the Mutual and a record of such assignments is kept in the Stock Transfer Office of GRF. Shareholders desiring to change carport assignments must negotiate the new arrangement on their own and obtain approval from the other Shareholder and record the exchange in the Stock Transfer Office.

#### **Section 5.18 – Secondary Carport Storage Cabinets. – Specs are available at GRF Physical Property**

Shareholders are permitted to have a secondary carport storage cabinet installed beneath the existing cabinet with approval of the Board of Directors and a permit from the GRF Physical Property Department. The cabinet shall be built per the dimensions and specifications shown in this policy. The paint and hardware must match the existing cabinet. The maintenance and damage to carport cabinets is the responsibility of the Shareholder. Carports that have secondary storage cabinets below the original cabinets may have ladders attached to the cabinets or walls. Any other construction which involves the Mutual's carports, walls, floors, beams or ceilings is not permitted.

#### **Section 5.19 – Electric Carts & Golf Carts.**

Shareholders who own oversized golf carts or LSVs (low speed vehicles) that are designed to carry more than four people must park these vehicles on the street or in the carport. Golf carts or scooters are not permitted on grass areas at any time. Any cart damaging a sprinkler will result in the owner being responsible for any damage. No charging of electric carts, cars or scooters is allowed in carports. If you presently have an electrical outlet, you will be charged a monthly fee for the additional electricity. Shareholders may park any electric vehicle, including automobiles in their assigned carport space.

#### **Section 5.20 – Sidewalk Traffic Restriction.**

**5.20.1 Gasoline-Powered Vehicles.** Gasoline-powered vehicles, including two-wheeled gasoline-powered vehicles, are prohibited from using sidewalks in the Mutual. Exceptions shall be limited to the following: (i) Emergency medical vehicles belonging to the Health Care Center; (ii) Service vehicles designated for sidewalk use belonging to GRF; (iii) Service vehicles designated for sidewalk use belonging to contractors or vendors doing business with Qualifying Residents, Shareholders or corporations (such as newspaper carriers). This exception does not include mopeds and motor scooters.

**5.20.2 Roller Skates, Rollerblades, Skateboards, Scooters.** Due to potential safety hazards, visitors in the Mutual who are the responsibility of the Qualifying Residents may not use roller skates, roller blades or skateboards or scooters (motorized or other) on Mutual

sidewalks or streets. Except that employees working in Leisure World, and visitors residing outside of Leisure World, may ride Bicycles or Tricycles on Mutual sidewalks or streets only if accompanied by a Qualifying Resident.

**5.20.3 Golf Carts or LSVs.** Shareholders may operate a golf cart or LSV less than 48" in width on a sidewalk only from the point of origin to the nearest driveway or place of exit to the street. Larger golf carts or LSVs are not permitted to be operated on sidewalks. Shareholders should never exceed five (5) miles per hour on any sidewalk regardless of the time of day. Unless an emergency exists, Shareholders driving golf carts, LSVs, or any other vehicle may not use a sound device to alert pedestrians of their presence. Passing a pedestrian on a sidewalk is acceptable ONLY if the pedestrian acknowledges the driver's presence and invites them to pass. Only soft-voice alerts such as "good morning" are acceptable to alert pedestrians of the vehicle's presence. Pedestrians always have the right-of-way on sidewalks, followed by, in order of priority, non-powered wheelchairs, power wheelchairs, mobility scooters, Tricycles and Bicycles. Golf carts or LSVs cannot obstruct any portion of sidewalks.

**5.20.4 Shareholder Responsible for Injury or Damage.** Damage caused by a Shareholder or a Shareholder's caregiver, family member, guest, or vendor shall be the responsibility of the Shareholder.

## **Section 5.21 – Towing.**

Under the provisions of the California Vehicle Code, Section 22658, the Mutual has the authority to have a vehicle towed from its property. In every instance of infraction to this Article IV, or any other applicable rules of the Mutual, the Mutual will seek an agreed-upon resolution, but with due consideration to the overriding interests of the entire Mutual, reserves its authority to have a vehicle towed from the premises pursuant to California Vehicle Code Section 22658. The Mutual will remove 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 and/or that are in violation of Mutual Rules, and reserves the right to tow any vehicle parked in violation of these Rules pursuant to the provisions of California Vehicle Code Section 22658

**5.21.1 Towing Signage.** In conformance with Vehicle Code Section 22658, appropriate signage will be posted at all 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. The towing signage will also contain all information required by Vehicle Code Section 22658.

**5.21.2 Immediate Towing.** Security Department will advise the Mutual Board when vehicles are in violation and may require immediate action/removal: (1) Violation of Mutual Rules and Regulations related to safety/access/flammable materials; (2) Violation of the Fire

Lane Regulation CVC 22953(b); (3) Violation of the Fire Hydrant Regulation. If approval is received from the Mutual, Security Department will notify the towing company to respond and meet the designated Mutual representative(s). A private property towing form will need to be signed by a Mutual representative authorizing the towing company to remove and store the vehicle.

**5.21.3 Towing Procedure.** If a parking violation does not require immediate action or removal, the Security Department will attach a 72-hour warning notice to the vehicle, informing the vehicle owner of the violation and intent to tow upon non-compliance. A copy of the 72-hour warning notice will be provided to the Mutual Administration Department for processing. After the 72-hour period, Security Department will check for compliance and report their findings back to the Mutual Administration Department. If the Mutual approval to remove the vehicle is received upon confirming non-compliance to the 72-hour tow notice and/or receipt of the registered letter, a tow truck will be appointed to remove and store the vehicle. Security Department will maintain a current log of all towing transactions to direct vehicle owners to the appropriate towing company. This Section 5.25 applies to all vehicles - automobiles, motorcycles, Vespa-type scooters, golf carts, scooters – any motor operated vehicle – whether parked in carports, on Mutual streets and/or in marked parking areas.

**5.21.4 Violations of Article IV.** The Board will review the case of any Mutual Qualifying Resident whose record of violation is referred to the Board, and take one or more of the following actions: (1) Direct a letter of warning to the offender; (2) Appoint a Director or a Committee to confer with and warn the offender; (3) Summon the offender to a regular or special Board meeting for a conference/ warning; (4) Take Board action to find the offender in violation of the Occupancy Agreement and order eviction. Any one (1) violation can be immediately referred to the Board for action. The Security, Bus and Traffic Committee of GRF will be informed of action taken and its apparent results in each instance cited above.

## **ARTICLE VI – USE OF LAUNDRY ROOMS**

### **Section 6.1 – Use of Facilities.**

Laundry room facilities are available for use solely by Shareholders of the Mutual, except that a caregiver, hired help, or family member of a Shareholder may use the laundry room facilities to do that Shareholder's laundry. Shareholders must oversee and instruct the caregiver, hired help, or family member when the Shareholder's laundry is being done. Caregivers, hired help, or family members may not wash their own laundry in the Mutual's laundry room. Shareholders are responsible for any damage to the laundry room facilities when Shareholder, their caregiver, their hired help, or their family member is doing the shareholder's laundry. Laundry room facilities are to be used for washing and/or drying only.

**Section 6.2 – Dying/Tinting Fabrics Prohibited.**

Clothing or fabrics may not be dyed or tinted in the washers or dried in the dryers.

**Section 6.3 – Items with Metal Buttons/Clips.**

Clothing or other items with metal buttons, clips, etc. must be placed in a small cloth bag or pinned inside a pillowcase when being washed or dried.

**Section 6.4 – Out of Order Machines.**

When a washer or dryer is out of order, place an “Out of Order” sign on the machine and notify **National Service Co., 24-hour Call Center at 1-800-473-8812 or 714-633-1811.**

**Section 6.5 – Hours of Operation.**

Laundry room facilities are available for use between the hours of 7:00 a.m. and 9:00 p.m. only.

**Section 6.6 – Prohibited Items.**

The following items may not be washed in the washers or dried in the dryers: fiberglass curtains or drapes, sleeping bags, heavy blankets, quilts, comforters, car covers, carpet runners, and other oversized items. Athletic shoes may be washed in the washers, but not dried in the dryers. Any clothing or fabric that has been cleaned in a flammable liquid may not be washed in the washers or dried in the dryers. Bathmats or kitchen rugs that are 2.5’ by 3.5’ or smaller may be washed in the washers, but they may not be dried in the dryers (these rugs may be hung on the clothesline for drying). Hand-washed clothing or other items may not be placed in the dryers due to the excessive amount of water contained in them. Use the exterior clothesline for hand-washed items, if desired.

**Section 6.7 – Safety.**

The Shareholder is responsible for cleaning up after himself/herself. If the Shareholder feels a dangerous situation or safety problem presents itself in a laundry room that cannot be corrected by the Shareholder, the Shareholder may call their Mutual director. Smoking is prohibited in or around the laundry rooms and exterior clothes drying areas. Clean the dryer filter after each use and dispose of lint in the trash containers. No Pets allowed.

**ARTICLE VII –SECURITY CAMERAS/DRONES****Section 7.1 – Installation of Security Cameras.**

No Shareholder may install a surveillance camera or make any other alteration to the Mutual’s property. Accordingly, no cameras may be installed on the exterior of a building or anywhere outside the boundaries of a unit. Shareholders may place cameras inside their unit windows, subject to the following restrictions:

**7.1.1** No camera may be trained or focused on the interior of another Unit, on another Unit's front door, or anywhere else other Shareholders have a reasonable expectation of privacy. Security cameras shall not encroach upon common areas of the Mutual or another Shareholder's Unit.

**7.1.2** The use of cameras for surveillance or security purposes is done at the installing Shareholder's own risk and such Shareholders understand that cameras may serve as a deterrent but may not actually prevent crime.

**7.1.3** Allowing Shareholders to install cameras within their own units, in no way implies any responsibility whatsoever on the part of the Mutual. The Mutual shall not be held liable, or otherwise responsible, for damaged property, illegal activity, and/or risk to life or limb, or any safety or security problem. All Qualifying Residents and their guests are encouraged to provide their own security measures and take safety precautions as necessary, subject to the limitations set forth in the Mutual's Governing Documents. Each Shareholder is responsible for providing their own insurance coverage in the case of criminal activity, property damage, and/or liability.

**7.1.4** Shareholders are responsible for all costs associated with the installation, operation, and maintenance of the security cameras.

**7.1.5** Shareholders may not install security cameras in a manner that increases maintenance costs for the Mutual. Shareholders shall be responsible for all repairs and maintenance costs incurred due to the installation of security cameras wherever located.

**7.1.6** Shareholders shall indemnify the Mutual and/or its Shareholders for loss or damage caused by the installation, maintenance or use of the security cameras, including but not limited to any injuries sustained and/or medical costs incurred to any persons installing, maintaining and/or removing security cameras.

**7.1.7** Any Contractor employed by Shareholders to provide security camera installation, maintenance or removal services must hold all licenses which may be required by state law and/or local ordinance, and maintain a current policy of public liability, workers compensation, and property damage insurance which does not contain any endorsements or exclusions for work performed at common interest developments. The Mutual, the Mutual's managing agent, and the installing Shareholder(s) shall be named as additional insureds on the installer's policy of insurance.

**7.1.8** Any incursion into the structure (roofs, walls, etc.) that results in damage or water/moisture penetration and any costs incurred related to such damage shall be the sole responsibility of the Shareholders to fully reimburse the Mutual to repair and remediate such damage.

**7.1.9** If the security camera is removed for any reason, the Shareholders shall remediate any holes and/or penetrations that were made relative to the installation of the security camera. Shareholders shall be solely responsible for restoring the exterior of the Unit, any Mutual property, and/or any common area within the Mutual to its original condition, prior to the installation.

**7.1.10** When a Shareholder sells his/her Unit, the Shareholder shall require the new Shareholder to accept responsibility in writing or to remove the security camera and its associated components of the installation and restore the property as described above. Should the new Shareholder fail to accept such responsibility, the Shareholder is responsible for removing any security cameras installed.

**7.1.11** Any video footage recordings made by the Shareholder's security cameras are the sole property and responsibility of the Shareholder. The Mutual shall bear no responsibility nor have any liability for the recordings. The Shareholder shall indemnify the Mutual and its managing agents in the event any loss or damage is caused due to any unlawful recording and/or dissemination of video footage obtained by the security camera, by the Shareholder and/or any third party.

**7.1.12** Pursuant to California Penal Code section 632, it is unlawful to use a recording device to record the communication between parties, without the consent of all parties to a confidential communication. Individuals may have an expectation of privacy in their conversations and any security camera installed should not record audio.

**7.1.13** All installations of security cameras shall be completed so that no damage is sustained to the Mutual property, common area, and/or the property of any Shareholder, or in any way impair the integrity of any buildings, Mutual property, common areas and/or the property of any Shareholders within the Mutual. No installation of any security cameras shall void any Mutual and/or any Shareholder's warranty and/or insurance policies.

## **Section 7.2 – Smart Doorbells.**

Mutual Permission and Permit is required for the installation of a smart doorbell.

## **Section 7.3 – Unmanned Aerial Flights Vehicles (Drones).**

The recreational flight of drone aircraft is prohibited over all Mutual property. The only circumstances under which drone aircraft may operate in the air over Mutual property are as follows:

(i) In the event of an emergency declared by local, state or federal authority, or by an authorized officer of the Golden Rain Foundation, or the Executive Director of the GRF, or an officer of Mutual Board of Directors. Proper documentation of the qualifications of those operating the drone and liability insurance will be required; or

(ii) A commercial drone flight, at the invitation of the Mutual Board, for purposes determined to be necessary and beneficial to Mutual shareholders. Proper documentation of the qualifications of those operating the drone and liability insurance will be required.

Any violation of this Section 6.3 shall be considered a trespass, and the Leisure World Security staff will be called upon to bring such trespass to an end in a peaceful manner with or without the assistance of the Seal Beach Police Department.

#### **Section 7.4 – Antenna Installation.**

**7.4.1** If a Shareholder is using DIRECT TV, a 'super dish' has been relocated to the end of the building. As of July 2021, dish installation for DIRECT TV is no longer necessary, if the Shareholder also has their WIFI service. No new DIRECT TV installation is allowed in Mutual Two if a new dish is required on the building. Only existing dish may be used.

**7.4.2** Antenna installation on Mutual Two roofs is not allowed. If a Shareholder subscribes to DISH NETWORK, we allow a 'fishhook' style dish holder to be attached under the eave directly in front of their unit. Garden installations are no longer compliant with Mutual Two Policy. Existing garden installations will not be disturbed until the unit changes ownership.

**7.4.3** All other antenna installations will require a Permit issued by the GRF Physical Property Department, and will be approved by the Mutual Two Board, with inspection by the GRF/Mutual Two Building Inspector. Any in attic installation must be approved by GRF/Mutual 2 Building Inspector and installed by a GRF approved contractor.

**7.4.4** If any noncompliant installations are detected by the Mutual, they will be removed, and/or corrected at Shareholder expense. Any damage to Mutual Two property resulting from noncompliant installations will also be the responsibility of the Shareholder who altered Mutual Two property.

### **ARTICLE VIII – WILDLIFE**

#### **Section 8.1 – Prohibition on Feeding Non-Domesticated Wildlife.**

For purposes of this Article, non-domesticated wildlife is described as all members of the wild bird family, including but not limited to, hawks, owls, pigeons, doves, crows, and black birds, as well as other wildlife such as rabbits, opossums, raccoons, squirrels, rats, coyotes, and feral cats. In compliance with California Code Section 251.1, no Shareholder shall feed any non-domesticated wildlife on Mutual property.

#### **Section 8.2 – Pet Food and Standing Water.**

Pet food and standing water sources are prohibited on patios, in carport areas, and in gardens.

#### **Section 8.3 – Bird Feeders.**

Bird feeders with bird seed of any type are not allowed at the unit or anywhere on Mutual property including hanging from trees or other support devices. A hummingbird-type feeder with liquid food is permitted at a Unit, but not on common area Mutual property, including but not limited to hanging from trees or other support devices.

### **ARTICLE IX – BARBECUES**

#### **Section 9.1 – Use of Barbecues.**

Propane or butane or charcoal barbeques shall only be used in an outdoor location that is at least 10 feet away from all structures. After barbecuing, the barbecue may be left in place overnight to allow the appliance to cool down.

**Section 9.2 – Prohibited Use of Barbecues.**

Propane, butane or charcoal barbecues shall not be used under a patio roof due to the possibility of large flare-up flames while cooking. Barbecues shall not be used underneath the eaves. Propane, butane or charcoal barbecues shall never be used inside a Unit for cooking, heating or storage purposes.

**Section 9.3 – Storage of Barbecues.**

Propane, butane or charcoal barbecues may be stored on the outside, open patio of a ground floor Unit, but never stored in an enclosed patio. If a Unit has no patio, the barbecue must be covered and stored in the garden area adjacent to the main entry walkway. Propane, butane or charcoal barbecues shall not be stored inside a Unit. Propane, butane, or other compressed gas shall not be stored on an enclosed patio or inside a Unit.

**ARTICLE X – PETS****Section 10.1 – Definition of Pet.**

A pet is any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the Mutual and the homeowner.

**Section 10.2 – Number of Birds.**

The number of birds per Unit shall be restricted to two .

Birds brought into the Mutual 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 Shareholder's Unit at all times and are not allowed in the patio area. The Shareholder 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 Shareholder's neighbors. Except for the number limitation, the same general rules shall be applicable for birds as for quadruped animals.

**Section 10.3 – Prohibited Animals.**

All members of the reptile, arachnid and monkey families, as well as any raucous-voiced birds, are prohibited; however, a reptile, such as a small lizard or turtle that is housed in a terrarium or aquarium, is permitted. At no time shall it be appropriate for Shareholders 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 include, but are not limited to: duck, goose, chicken, potbellied pig, piglet, cow, calf, goat, rabbit, lamb, miniature horse, pony, etc.

**Section 10.4 – Weight Restrictions.**

No pet which is expected to weigh in excess of twenty-five (25) pounds at full maturity may be kept within the Mutual.

**Section 10.5 – Pets Prohibited in Common Area.**

Pets are prohibited from common area facilities, such as clubhouse facilities, library, Golf course, health care center, amphitheater, swimming pool area, Administration 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 Qualifying Resident and/or adult agent of the Qualifying Resident pet owner and/or responsible adult.

**Section 10.6 – Pet Waste.**

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. The Qualifying Resident pet owner shall immediately, and forthwith, remove any pet waste deposited by the pet in all common areas where said pet is permitted. The Mutual will impose a fine, per occurrence, on any Qualifying Resident pet owner who fails to immediately remove any such pet waste deposited by their pet. 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. The imposed fine shall be paid by the Qualifying Resident pet owner to the Mutual. It shall not be permissible to maintain a pet in a residence unless sanitary standards are maintained governing the disposal of pet waste. Qualifying Resident pet owners with properly registered pets shall be permitted to walk their pet while the pet is on a leash not longer than six feet for the purpose of exercising and/or depositing pet waste on any lawn area. At all times, the Qualifying Resident pet owner or responsible adult must have on their person, 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.

**Section 10.7 – Requirements.**

All quadruped pets brought into the Mutual by a Qualifying Resident pet owner shall have been spayed or neutered. Qualifying 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. No quadruped pet may be left unattended in any dwelling area for more than four (4) hours. All pets must be under the Qualifying Resident pet owner's control in a Unit, 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 a Unit where there are pets. Qualifying 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 Unit in an emergency that a pet is temporarily being housed inside the Unit.

**Section 10.8 – License Requirements.**

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. 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. Pet owners must provide written documentary proof to GRF that the pet to occupy a Qualifying Resident's Unit is licensed pursuant to all applicable state and local laws and regulations and will carry a licensed tag as described herein. Pet owners must complete and sign a Pet Ownership Registration Form as prepared by GRF and/or the Mutual in which Qualifying Resident resides.

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) A statement signed by the Qualifying Resident pet owner indicating that he/she has read these Pet Ownership Rules and agrees to comply with the contents therein. The Qualifying Resident pet owner shall acknowledge that the pet owner and the pet are subject to exclusion from the Mutual and the Unit if there is not a compliance with these Rules and registration requirements. The Qualifying Resident pet owner shall acknowledge that failure to comply with these Rules and registration requirements shall be grounds for refusing to permit a pet to be kept in a Unit of the Mutual, and continued violations may cause termination of the Qualifying Resident pet owner's residency; and (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. Qualifying 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 set forth in this Article X.

#### **Section 10.9 – Non-Resident Animals.**

Pets not owned by a Qualifying Resident shall not be brought upon the premises of the Mutual. Qualifying Residents may not, even temporarily, keep a non-registered pet owned by another person in their Unit.

#### **Section 10.10 – Cat Litter.**

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.

**Section 10.11 – Insurance Requirement.**

Qualifying 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 Qualifying Resident with coverage in an amount sufficient to cover their personal liability.

**Section 10.12 – Pet Ownership Decal.**

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 a Unit where there are pets.

**Section 10.13 – Move Out Cleaning Requirements.**

Resident pet owners, upon the sale of their Unit shall have the Unit treated professionally by a licensed pest control company prior to the close of escrow, at the pet owner's expense.

**Section 10.14 – Mutual's Right to Remove Pets.**

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 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. Subject to execution of an agreement by the Qualifying Resident pet owner, a representative of the Mutual, along with the Security Department, may enter the premises, if necessary, to remove the pet only if the Qualifying Resident pet owner refuses to remove the pet at the Mutual Corporation's request, or if the Mutual Corporation cannot contact the Qualifying 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. If the health or safety of a pet is threatened by the death or incapacity of the Qualifying Resident pet owner, or by other factors that render the Qualifying Resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, the Mutual 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 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 Qualifying 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 Qualifying Resident pet owner. In the event that no resolution, as related to the care of the pet under and pursuant to the above is made within thirty (30) days, the Mutual and/or GRF are authorized to deliver the pet to any local humane society or association, either private, state, federal, or county.

**Section 10.15 – Pet Owner Liability.**

The Qualifying Resident pet owner or Qualifying Resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include the payment of any legal expenses incurred by the Mutual and GRF in the enforcement of these Rules.

**Section 10.16 – Violation of this Article IX.**

In the event of a determination of a violation of these Rules, the Mutual shall serve a written notice of the pet rule violation on the Qualifying 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 these pet Rules. The written notice shall state that the Qualifying Resident pet owner has ten (10) days from the effective date of service of the notice to: (i) Correct the violation (including, in appropriate circumstances, removal of the pet); or (ii) Make a written request to hold a meeting with the Mutual Board to discuss the alleged violation. The Qualifying Resident pet owner is entitled to be accompanied by another person of his/her choice at a meeting, if a meeting is requested. The Qualifying 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 Qualifying Resident pet owner's occupancy in the Mutual.

**Section 10.17 – Service Pets & ESA Comfort Pets**

These Rules and Regulations concerning pets, including without limitation, Section 9.2 and 9.3 related to number of pets, and Section 9.4 related to weight restrictions, shall have no application to a Qualifying Resident with a bona fide service animal or animal required because of a physical disability of the Qualifying Resident, who requires a service animal specifically trained to assist the Qualifying Resident or to a Qualifying Resident or QPR who is otherwise entitled to a reasonable accommodation from complying with these Rules under applicable State or Federal law. Such Qualifying Resident or QPR may make such request for reasonable accommodation to the Mutual, which will consider each request on a case-by-case basis.

**Article XI - ELECTION AND VOTING RULES AND REGULATIONS**

The Mutual Board has adopted these Election and Voting Rules and Regulations ("Election Rules"), in accordance with Civil Code Section 5105, et seq., to establish certain procedural rules for the successful management of meetings of the Mutual's Shareholders and the implementation of the relevant provisions of the Mutual's Bylaws concerning elections and voting. These Election Rules are not intended to conflict with, replace, or supersede the provisions of the Mutual's Bylaws concerning voting rights, Board member qualification, or any other matter addressed in the Bylaws. Any inconsistency between these Election Rules and the Bylaws shall be governed in accordance with the Civil Code.

**Section 11.1 – Number of Directors and Term.**

The Mutual Board shall be composed of Nine (9) persons who shall be Shareholders of the Mutual. The terms of office served by the directors shall be a term of one (1) year. Each director

shall hold office until a successor is elected or until he/she resigns or is removed pursuant to the provisions of the Bylaws.

#### **Section 11.2 – Qualifications of Directors/Elected Positions.**

In order to be a candidate for election for Director or any other elected position, such Shareholder, as of the date ballots are distributed: (a) must be current in the payment of Regular and Special assessments ; (b) must not have a joint ownership interest, either directly or indirectly, in the same separate interest as another candidate or incumbent Director; (c) must have been a Shareholder of the Mutual for not less than one (1) year; (d) must not have a past criminal conviction that, if elected, would either prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code §5806, or terminate the Association's existing fidelity bond coverage. If title to a separate interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Shareholder for purposes of running for and serving on the Board. Notwithstanding the foregoing, the candidate shall not be disqualified for election for Director for failure to be current in payment of Regular and Special assessments if either of the following circumstances is true: (i) The candidate has paid the Regular or Special assessment under protest pursuant to Civil Code §5658; or (ii) The candidate has entered into a payment plan pursuant to Civil Code §5665. Furthermore, the Mutual shall not disqualify the candidate pursuant to this Section 11.2 if he or she has not been provided the opportunity to engage in Internal Dispute Resolution pursuant to Civil Code §§5900-5920.

#### **Section 11.3 – Qualified to Serve.**

In order to remain qualified to serve on the Board, at all times during such Shareholder's term as a Director, the Shareholder must: (a) remain current in the payment of Regular and Special assessments; (b) not enter into a joint ownership interest, either directly or indirectly, in the same separate interest as another Director; (c) must remain a Shareholder of the Mutual; (d) must not be convicted of a crime that would either prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Mutual's existing fidelity bond coverage. Notwithstanding the foregoing, the Director shall not be disqualified for failure to be current in payment of Regular and Special assessments if either of the following circumstances is true: (i) The Director has paid the Regular or Special assessment under protest pursuant to Civil Code §5658; or (ii) The Directors has entered into a payment plan pursuant to Civil Code §5665.

Any Director who ceases to meet the qualifications for a Director set forth above and/or in the Mutual's Bylaws shall be deemed to have resigned from the Board upon the occurrence of the non-qualifying event, and the Director's seat may be declared vacant in accordance with the Corporations Code and the Mutual's Bylaws.

#### **Section 11.4 – Nomination Procedures.**

The Association shall send to all Shareholders a request-for-candidates form, seeking nominations for candidates for the Board and providing general notice of the procedure and deadline for submitting a nomination for election to the Board at least thirty (30) days before any

deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code §4040 if individual notice is requested by a Shareholder.

Nominations will be valid so long as the nominee has either nominated himself or herself, or provides notice of acceptance of the nomination prior to the close of nominations.

If a person or entity nominated is not qualified to serve on the Board pursuant to Section 1(b) of these Election Rules, and the candidate has been provided the opportunity to engage in Internal Dispute Resolution pursuant to Civil Code §§5900-5920, that candidate's name shall not appear on the ballot and that person or entity will not be permitted to serve if elected.

The Inspector shall retain, as Mutual election materials, both a candidate registration list and a voter list. The voter list shall include the name, voting power, and either the physical address of the Shareholder's Unit, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the Shareholder's Unit or if only the parcel number is used. The Mutual shall permit Shareholders to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Mutual or Shareholder shall report any errors or omissions to either list to the Inspector or Inspectors who shall make the corrections within two (2) business days.

#### **Section 11.5 – Voting Qualifications of Shareholders.**

- a. All Shareholders shall be entitled to vote in any Shareholder vote.
- b. These Election Rules expressly:
  - (1) Prohibit the denial of a ballot to a Shareholder for any reason other than not being a Shareholder at the time when ballots are distributed;
  - (2) Prohibit the denial of a ballot to a person with general power of attorney for a Shareholder;
  - (3) Require the ballot of a person with general power of attorney for a Shareholder to be counted if returned in a timely manner; and,
  - (4) Require the inspector or inspectors of elections to deliver, or cause to be delivered, at least thirty (30) days before an election, to each Shareholder both of the following documents:
    - (A) The ballot or ballots;

(B) A copy of these Election Rules. Delivery of these Election Rules may be accomplished by either of the following methods:

(i) Posting these Election Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

(ii) Individual delivery.

c. Each Shareholder shall have one (1) vote per stock owned. In no event shall more than one (1) vote be cast with respect to any stock. When more than one (1) person holds a stock, all such persons shall be deemed Shareholders, provided however, that the vote for such stock shall be exercised as a unit, in accordance with the provisions of the Mutual's governing documents. If two or more ballots are received for any one stock, the first ballot received shall be counted and the additional ballot(s) discarded.

**Section 11.6 – One Vote per Share.**

Each Shareholder shall have one (1) vote per share owned. In no event shall more than one (1) vote be cast with respect to any share. In any election of Directors, each Shareholder shall have one (1) vote per open seat on the Board. When more than one (1) person owns any share, all such persons shall be deemed Shareholders, provided, however, that the vote for such share shall be exercised as a unit, in accordance with the provisions of the Mutual's Governing Documents. If two or more ballots are received for any one share, the first ballot received shall be counted and the additional ballot(s) discarded.

**Section 11.7 – Inspector of Election.**

At an open meeting, the Board shall appoint one (1) or three (3) persons to serve as independent Inspector(s) of Election ("Inspector(s)"). The Inspector must be an independent third party who is not: (i) Currently a member of the Board or a candidate for the Board; (ii) Related to a member of the Board or a candidate for the Board; or (iii) A person, business entity, or subdivision of a business entity who is currently employed or under contract to the Mutual for any compensable services other than serving as an Inspector of Elections.

The Board may select as the Inspector(s), Mutual Shareholder(s), a volunteer poll worker with the County registrar of voters, a licensee of the California Board of Accountancy, a notary public, or any other independent third-party authorized to serve as Inspector(s) under these Election Rules.

The Board, in its discretion, may remove and replace the Inspector(s) at any time prior to the date of any election.

The Board may pay reasonable compensation to a non-Shareholder third-party Inspector. If the Board determines that it will appoint and pay non-Shareholder third-party Inspector, the following terms must be fulfilled:

- (i) A formal written contract for the Inspector, stating that the Inspector is an independent contractor;
- (ii) The Inspector will maintain insurance with at least \$1 million CGL coverage, including completed operations coverage, and \$1 million D&O/E&O (naming the Mutual and GRF as additional insureds on both policies); and
- (iii) The contract shall require the Inspector to indemnify the Mutual for gross negligence and willful and/or malicious misconduct.

If an Inspector is unwilling, unable, or does not perform his/her duties as stated in these rules or becomes ineligible to be an Inspector at any time after appointment, the Board may remove that Inspector without notice, and may appoint another Inspector in his or her place.

The Inspector shall perform his/her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The Inspector shall have the duty to:

- (i) Determine the number of Shareholders entitled to vote and the voting power of each;
- (ii) Determine the authenticity, validity, and effect of proxies, if required by statute;
- (iii) Receive ballots;
- (iv) Verify the Shareholder's information and the presence of a signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Shareholder's information and presence of a signature on the outer envelope prior to the election;
- (v) Determine the existence of a quorum, if required by statute or the governing documents. For the purposes of determining a quorum, each ballot received by the Inspector(s) shall be treated as a Shareholder present, except in the case of duplicate ballots or multiple ballots from the same stock;
- (vi) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- (vii) Count and tabulate all votes;

- (viii) Determine when the polls shall close, consistent with the governing documents;
- (ix) Determine the tabulated results of the election;
- (x) Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the Shareholders within fifteen (15) days of the election; and
- (xi) Perform any acts as may be proper to conduct the election with fairness to all Shareholders in accordance with Civil Code section 5110, the Corporations Code, and all applicable rules of the Mutual.

The Inspector may meet and discuss election issues amongst themselves and/or with Mutual counsel. If there are three (3) Inspectors, the decision or act of two (2) or more Inspectors shall be effective in all respects as the decision or act of all. The Inspector may appoint and oversee additional persons to verify Shareholders' information and signatures and to count and tabulate votes as the Inspector deems appropriate. The Inspector's report of the election, once signed to certify the election, is prima facie evidence of the facts stated in the report.

#### **Section 11.8 – Access to Mutual Media.**

No candidate or Shareholder shall be provided access to Mutual media, newsletters or internet web sites during the campaign except with the express consent of the Mutual Board, and solely for purposes that are reasonably related to that election. The Mutual Board's consent may be withheld at its sole discretion and for any reason. In the event access to Mutual media, newsletter or internet web sites is granted to any candidate or Shareholder advocating a point of view, during any campaign for purposes that are reasonably related to that election, then all candidates and Shareholders advocating a point of view, including those not endorsed by the Board, shall be provided equal access for purposes reasonably related to that election.

In the event access to Mutual media, newsletter or internet websites is granted, the Mutual shall not censor, edit or redact any content from the communications of the candidates and Shareholders advocating a point of view, but may include a statement specifying that the candidate or Shareholder, and not the Mutual, is responsible for the content of the message. The following statement may be published by the Mutual:

*"The views expressed are those of its author and do not reflect the view of the Mutual, its directors, managers, employees or agents. The author is solely responsible for its content. The Mutual was required by law to publish the communication as written, regardless of content."*

#### **Section 11.9 – Access to Common Area Meeting Space.**

If any common area meeting space exists within the Mutual, access to such meeting space shall be made available at no cost to all candidates, including those who are not incumbents, and to all Shareholders advocating a point of view, including those not endorsed by the Board, for

purposes reasonably related to the election or vote, upon reasonable request.

**Section 11.10 – Mutual Funds.**

Mutual funds shall not be used for campaign purposes in connection with any election except to the extent necessary to comply with the duties of the Mutual imposed by law.

**Section 11.11 – Proxies.**

The Mutual is not required to prepare and distributed proxies. All proxies shall be in writing and dated. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable and shall automatically cease upon conveyance by the Shareholder of his or her share; upon receipt of notice by the Secretary or the Board stating the proxy is revoked, or of the death or judicially declared incompetence of a Shareholder; or upon the expiration of three (3) years from the date of the proxy. The authenticity, validity and effect of proxies submitted by Shareholders shall be determined by the Inspector(s) consistent with the Mutual's Governing Documents and any statutory requirements. If a Shareholder submits both a proxy and a ballot to the Inspector(s), the ballot will supersede the proxy. Proxies may not be used in lieu of a ballot. Proxies may not be revoked once a proxy holder has submitted a ballot to the Inspector(s).

**Section 11.12 – Voting Period.**

The Mutual Board shall generally determine the dates upon which polls will open and close, consistent with the governing documents and applicable law. The Mutual shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed:

- (1) The date and time by which, and the physical address where, the ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections;
- (2) The date, time, and location of the meeting at which ballots will be counted;
- (3) The list of all candidates' names that will appear on the ballot;
- (4) Individual notice of the above shall be delivered pursuant to Civil Code §4040 if individual notice is requested by a Shareholder.

All candidates shall have a reasonable opportunity to communicate their qualifications to Shareholders and to solicit votes.

**Section 11.13 – Secret Balloting Procedures.**

The Mutual shall utilize a secret ballot process pursuant to Civil Code Section 5115 for the following matters: (i) A vote of the Shareholders regarding assessments per Civil Code Section 5605; (ii) Election of members of the Board; (iii) Amendments to the Governing Documents requiring a vote; (iv) Grant of exclusive use common area pursuant to Civil Code Section 4600; (v)

Removal of directors; and (vi) Any other Shareholder vote which the law requires to be conducted via the secret ballot process.

Notwithstanding the foregoing, the Mutual may utilize a secret ballot process for any other Shareholder vote, if allowed by law or the Governing Documents.

A ballot and two pre-addressed envelopes (Envelopes # 1 and # 2) with instructions on how to return the ballot shall be mailed by first-class mail or delivered by the Mutual to every Shareholder at least thirty (30) days prior to the deadline for voting. The ballot shall contain the names of any candidates known to the Mutual at the time the ballot is mailed. If no candidates are known or if there are fewer candidates than the number of Directors to be elected, the Mutual will send out a ballot which has the names of the known candidates.

Cumulative voting is permitted in all elections.

Write-in candidates and nominations from the floor shall not be permitted.

A voter may not be identified by name, address, or Unit number on the ballot.

The ballot itself is not signed by the Shareholder voting, but rather, is to be inserted into Envelope # 1 that is sealed by the Shareholder. Envelope # 1 is then inserted into Envelope # 2, which is then sealed by the Shareholder. Envelope # 2 is addressed to the Inspector. In the upper left-hand corner of Envelope # 2, the voter shall sign his or her name, print his or her name, and indicate the address or separate interest identifier that entitles him or her to vote. Envelope # 2 may be mailed or delivered by hand to a location specified by the Inspector. The voting Shareholder may request a receipt for delivery.

Once a ballot has been cast, it cannot be revoked. Only the Mutual's ballots and envelopes which are sent out to the Shareholders by the Mutual or are provided by the Mutual at the shareholder meeting will be accepted by the Inspector(s).

The only items that may be included in the ballot packet are the notice letter, the mail- in secret ballot, voting instructions, candidates' personal statements (if submitted), and mailing instructions for the ballot. The ballot packet shall be sent to each Shareholder no later than 30 days prior to the annual meeting. One ballot packet per Unit shall be sent.

Each candidate may submit a one-page personal statement (preferably typed) to the Stock Transfer office before the announced deadline to be included in the ballot packet. The statement shall be three hundred (300) words or less and may contain only the candidate's background and qualifications. Personal statements that advocate the defeat of another candidate or malign another person's character or actions will not be accepted.

**Section 11.14 – Vote Tabulation.**

All votes shall be counted and tabulated by the Inspector(s), or the duly authorized persons appointed by the Inspector(s), in public at a properly noticed Shareholder meeting. The ballots shall not be opened or otherwise reviewed prior to the time and place which the ballots are counted and tabulated. Any candidate or Shareholder may witness the counting and tabulation of the votes. Shareholders are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or from interrupting the tabulation process in any way. The Inspector(s), or his or her designee, may verify the Shareholder's information and signature on Envelope #2 prior to the meeting at which ballots are tabulated.

**Section 11.15 – Election Results.**

The Inspector(s) shall promptly report the results of the election to the Mutual Board. The Board shall record the results of the election in the minutes of the next Mutual Board Annual meeting and make them available to the Shareholders for review. Within fifteen (15) days of the election, the Mutual Board shall publicize the results of the election in a communication directed to all shareholders.

**Section 11.16 – Custody, Storage and Retention of Ballots.**

The sealed ballots shall, at all times, be in the custody of the Inspector(s), or at a location designated by the Inspector(s), until after the tabulation of the vote, and until the time allowed by Civil Code Section 5145 for challenging the election has expired, at which time the ballots shall be transferred to the Mutual. If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by a Mutual Shareholder or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

After the transfer of the ballots to the Mutual, the election materials shall be stored by the Mutual in a secure place for no less than three (3) years following the date of the election.

The Inspector shall retain, as Mutual election materials, both a candidate registration list and a voter list. The voter list shall include the name, voting power, and either the physical address of the voter's Unit, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's Unit or if only the parcel number is used.

**ARTICLE XII – ESTATE/PATIO SALES****Section 12.1 – Shareholder Estate/Patio Sales.**

A Shareholder who wishes to conduct an estate or patio sale must comply with the following and submit the following documents to the Board for approval: (i) Complete four (4) copies of the "Request for Permission to Conduct Estate Sale" and three copies of "Estate Sale Inventory" (collectively, the "Forms"); (ii) give one (1) copy of each of the Forms to the Mutual President; (iii) give one (1) copy of "Request for Permission to Conduct Estate Sale" to the Golden Rain

News, if advertising the sale in the News; (iv) give one (1) copy of “Request for Permission to Conduct Estate Sale” to the Security Department; (v) post a copy of “Estate Sale Inventory” at the place of sale; (vi) provide one (1) copy of a sales contract or agreement, relating to the sale of the Shareholder’s Unit, to Mutual Representative; (vii) proof of Seal Beach Business License for person conducting sale of the Shareholder’s Unit (business license not required if person conducting sale is an immediate family member). Person conducting sale must be present at sale site at all times during the estate sale; (viii) outside merchandise is not permitted; (ix) provide either of the following: (1) proof that a “Notice of Intention to Withdraw” form has been completed and submitted to the Stock Transfer Office and (2) For a deceased Qualifying Resident, a copy of a death certificate for a deceased Qualifying Resident or for a living resident, a document that certifies that living Qualifying Resident is in an assisted living facility and does not plan on returning to the unit.

## **ARTICLE XIII – VISITORS**

### **Section 13.1 – Visitors.**

Pursuant to California Civil Code Section 51.3, a Qualifying Resident is permitted to have a visitor or visitors in their unit cumulatively for a maximum of up to sixty (60) days per twelve-month period.

### **Section 13.2 – Visitors Permitted.**

A Qualifying Resident may allow a visitor to remain in the Unit during brief and temporary absences of the Qualifying Resident. The absence of the Qualifying Resident must be less than forty-eight (48) hours and is to be for a part of the visitor’s stay. If the Qualifying Resident will be absent from the Unit for more than forty-eight (48) hours during a visitor’s stay, or if the Qualifying Resident is deceased or incapacitated, then a request for a waiver must be directed to the Mutual Board.

However, a visitor may stay overnight in a Unit when the Qualifying Resident is not present if an emergency exists, the number of days needed are short in duration and a waiver is obtained and approved by the Mutual Board.

### **Section 13.3 – Immediate/Collateral Family of Qualified Permanent Residents.**

Pursuant to California Civil Code Section 51.3, the Mutual is a senior citizen housing development and from time to time, a Qualified Permanent Resident (“QPR”), as defined in said section, may become a resident in one of the Units. However, there is no provision in Civil Code Section 51.3 requiring that the Mutual permit immediate or collateral family of a QPR to also reside with the QPR. No member of any immediate or collateral family in any relationship with a QPR shall live with the QPR while such QPR resides with a Qualifying Resident as permitted under California Civil Code Section 51.3.

## **ARTICLE XIV – MISCELLANEOUS**

### **Section 14.1 – Commercial Signs.**

Commercial signs are prohibited in the Mutual, except a Shareholder is permitted to display one (1) “for sale” sign, advertising their Unit for sale, inside a window, as long as the sign has a white background, black or blue lettering, and does not exceed fifteen inches (15”) by eighteen inches (18”) in size.

### **Section 14.2 – Noncommercial Signs.**

Noncommercial signs, posters, flags or banners may be displayed on a Shareholder’s Unit, except as required for the protection of public health or safety, or if the posting would violate a local, state, or federal law.

A noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other building, landscaping, or decorative component, including the painting of architectural surfaces.

Noncommercial signs or posters may not be larger than nine (9) square feet in size and noncommercial flags or banners may not be larger than fifteen (15) square feet in size.

Mutual Two will no longer allow numerous flags to be flown in front of our units. Each unit may have one, single flag holder, attached to the front of the Unit.

If the Shareholder chooses to install a flagpole, they must comply with all Seal Beach City rules and regulations for such. They must obtain all necessary city and GRF Permits, and hire an approved Contractor to do the installation, which will be approved by the GRF/Mutual Two Building Inspector. Two flags may be flown on this pole, so long as no flag flies above the American Flag, and the American Flag is not flown upside-down signaling distress. Flag etiquette must be maintained for our State, County, and National Flags.

### **Section 14.3 – Trash.**

Trash and garbage, whether contained or not, may not be left outside of the Unit at any time.

### **Section 14.4 – Unit Pre-Sale Cleanup.**

All Shareholders must comply with the terms upon the sale of the Shareholder’s Unit, whether due to the election of sale and/or the Qualifying Resident’s demise.

**14.4.1** If the Unit is to be sold, a “Notice of Intention to Withdraw” must be filed with the Stock Transfer Office in the Administration Building.

**14.4.2** All trash must be removed from the Unit and patio area and disposed of in the trash bins located at the carports. All trash must be completely contained within these trash

bins. Discarded items may not be left outside the trash bins. For large items that cannot be contained within these trash bins, a large dumpster is located in the garden area at the northwest corner of Leisure World on Nassau Street (behind Mutual Nine).

**14.4.3** Televisions, electronics, paint and other combustibles or chemicals may not be placed in any trash dumpster within Leisure World. Items of this type and liquids containing hazardous materials must be disposed of at a hazardous waste facility. Contact: Huntington Beach Hazardous Waste Collection Center at (714) 847-3581 for information (on Nichols Street, west of Beach Boulevard and south of Warner Avenue), or the Orange County Integrated Waste Management Department at (714) 834-6752.

**14.4.4** Refrigerator must be emptied and washed inside and out, be turned off, and the doors propped open to vent and dry the interior. If the refrigerator doors are not propped open, the refrigerator must be left on.

**14.4.5** All food products must be removed from the cupboards and disposed of properly.

**14.4.6** Cook top must be cleaned, and grease or drippings removed from under the burners. Exhaust filter must be thoroughly washed or replaced. Replacement filters may be obtained through the GRF Purchasing Department located at the West end of Golden Rain Road.

**14.4.7** Oven must be cleaned, and the grates and broiler pan/cover thoroughly washed.

**14.4.8** Kitchen and bathroom countertops, sinks, tub, shower enclosures and toilets must be thoroughly cleaned.

**14.4.9** Interior surfaces in Unit are to be cleaned, and the carpet vacuumed.

**14.4.10** Only patio furniture may be left on the patio during this interim period.

**14.4.11** Electricity must be left on during the sale period to allow the electric smoke detector system to remain operational.

**14.4.12** Carport storage locker must be cleaned out and left unlocked.

#### **Section 14.5 – Lockout Procedures.**

In the event of the death of a Qualifying Resident or Shareholder, the Mutual must comply with the following procedures:

**14.5.1 Death of Qualifying Resident with Surviving Shareholder/Qualifying Resident Living in the Unit.** If there is a surviving Shareholder/Qualifying Resident occupying the Unit at the time of death of the Qualifying Resident, irrespective of whether the death occurred within

the Unit, in Leisure World, or elsewhere, Security will deliver the GRF Bereavement Workbook ("Bereavement Book") to the Unit.

#### **14.5.2 Death of Sole Shareholder.**

**(i) Unattended Death.** If the death of the sole Qualifying Resident/Shareholder is unattended – i.e., no other individuals are present at the time of death and the Unit is sealed per law enforcement or the Coroner order's, then no one, including without limitation, next of kin, trustees, Shareholders, visitors, guests, or registered caregivers, may access the Unit until otherwise directed by law enforcement or the Coroner. In the event that any individual desires to access the Unit, the Mutual reserves the right to prevent such entry pending further authorization from law enforcement or the Coroner. Security will place the Bereavement Book at the front of the Unit and reserve the right to place a knob lock on the door. If the door is unable to accommodate a knob lock, a plywood sheet may be affixed over the door.

**(ii) Attended Death.** If the death of the Qualifying Resident/Shareholder is attended, Security will complete a DOA Report, to identify all individuals present at the time of death. Security will deliver the Bereavement Book to the Unit. Security will instruct all individuals present, who identify themselves as having legal authority over the Unit, to visit the Stock Transfer Office, as soon as reasonably possible, in order to present evidence of the same. Security may also verify such legal authority. Notwithstanding the foregoing, Security will inform all persons present that no one may stay in the Unit overnight without Mutual permission, unless they are a Qualifying Resident, Qualified Permanent Resident, or registered Co-Occupant. Visitors and guests may request, from the Mutual Board, an emergency waiver to remain in the Unit for a limited period of time. If Security is unable to verify the party with legal authority over the Unit, all person's present will be asked to leave the Unit until legal authority is established at the Stock Transfer Office. From there, and until otherwise decided by the Stock Transfer Office, Security reserves the right to place a knob lock on, or affix a plywood sheet to, the door of the Unit.

**14.5.3 Reporting of Death to Mutual Board.** The Stock Transfer Office will report Qualifying Resident/Shareholder deaths to the Mutual Board within two (2) business days, and will include the following information, without limitation: (1) name of decedent; (2) date and location of death; (3) identification of persons present at Unit (if any); (4) name, relationship and contact information of surviving Qualifying Resident/Shareholder (if any); (5) name, relationship and contact information of decedent's emergency contacts (if any); (6) if legal authority has been established; (7) if/how the Unit was secured; and (8) if there are any registered Co-Occupants, caregivers or pets in the Unit.

#### **Section 14.6 – Shareholder Rules of Conduct**

Mutual Shareholders are responsible for the actions of those associated with their properties, including the following: Qualified Permanent Residents, Co-Occupants,

Renters/Lessees, Permitted Health Care Residents, and/or visitors. The provisions of this Section 14.6 shall apply to all Shareholders and all the foregoing categories of associated individuals.

Interactions with others within the Mutual must be respectful and non-abusive (verbally or physically). The following behaviors are prohibited: (i) verbal abuse, physical violence, and implied or actual threats of violence; (ii) personal insults and yelling; (iii) any form of discrimination; (iv) stalking and/or harassment; (v) assault or intimidation; (vi) disruptive behavior or personal attacks during Mutual meetings; (vii) creation of a hostile work environment for GRF staff or Mutual contractors; (viii) willful damage to or theft of Mutual property; and (ix) and conduct which violates the Mutual Governing Documents. The foregoing is not a comprehensive list, and the Board shall have discretion to determine whether any behavior considered disrespectful or harassing shall be a violation of this Policy.

Noncompliance with this Section 14.6 will result in enforcement action pursuant to Article XV—Penalties, Fines & Fees. Repeat offenders may be subject to legal action. For offenses that are in violation of City, State, or Federal laws, the appropriate authorities may be contacted.

#### **Section 14.7 – Social Media Policy**

This Social Media Policy of Seal Beach Mutual No. Two (“Mutual”) shall apply to use of any non-Mutual affiliated Facebook page and any other social media account, created to be used by the shareholders of the Mutual to facilitate communication among shareholders.

##### **I. Use of Social Media by Shareholders**

- A. Administrator(s) of any social media page or website may not prominently feature the name of the Mutual in the page title or otherwise mislead viewers and/or visitors of the social media page into believing it is a Mutual-maintained site. The page must include a prominent disclaimer clearly stating that the site is not run by or associated with the Mutual and only represents the views of individual shareholders and not that of the Board or Mutual.
- B. Posts containing any of the following items are prohibited and will be deemed a violation of this Social Media Policy:
  - Personal attacks of any kind against or harassment of any member of the community
  - Information that may compromise the safety, security, or proceedings of any legal action pertaining to the Mutual
  - Any Mutual documents, minutes, or financials intended to be accessed by shareholders only

##### **II. Enforcement**

In the event any content is found to be contrary to this Social Media Policy, the shareholder posting such content will be deemed in violation of this policy and the Mutual's governing documents.

### **Social Media Policy – Board of Directors**

Board members must be especially wary when engaging with the community on social media. While Board members should stay off social media relating to the Mutual altogether, if they do choose to engage on social media at all, their actions are governed by this "Social Media Policy – Board of Directors."

Outside of a Board meeting, Board members are not authorized to speak on behalf of the Board and should not attempt to do so. When not in a Board meeting, Board members should consider themselves to only be shareholders of the Mutual and as such, they should not speak on behalf of the Board on any subject matter affecting the Mutual, including but not limited to, comments on social media. Board members have a fiduciary duty of loyalty which requires them to act in the best interest of the Mutual and should be mindful that any statements made by Board members, on social media or otherwise, may potentially be used against the Mutual. Accordingly, Board members should refrain from commenting on any matters involving the Mutual on social media, whether commenting as an individual or as a director.

#### **I. Use of Social Media by Board Members**

In addition to the Social Media Policy intended for all shareholders, Board members will also be subject to this Social Media Policy for Board members. Posts made specifically by Board members containing any of the following items are prohibited and will be deemed a violation of this Board of Directors' Social Media Policy. Please note that this is not an exhaustive list:

- Contents of discussion during any Executive Session meetings of the Board
- Approval of or any indication of approval of architectural modifications by other shareholders
- Confidential business relating to the Mutual including but not limited to, Board resolutions, legal matters, and collections matters
- Private information of a community member
- Posts directed to a specific person in the community
- Inflammatory or defamatory remarks about other Board members, shareholders or residents of the Mutual
- Responses to complaints made by shareholders/residents
- Community announcements
- Board candidate statements
- Board agenda, minutes, or formal board communications
- Comments criticizing or advocating against decisions or actions of the Board

## **II. Enforcement**

In the event any content is found to be contrary to this Social Media Policy, the Board member posting such content will be deemed in violation of this policy and subject to appropriate enforcement action in accordance with the Mutual's governing documents, which may include censure (after notice and opportunity for hearing) or legal action.

Furthermore, if a Board member violates this policy, he/she may be found to be in violation of his/her fiduciary duties which may be cause for legal action enjoying such violation and/or recovering damages therefore.

### **Section 14.8 – Withdrawal Inspection**

All Shareholder's selling their unit must pay a withdrawal deposit to the Mutual in the amount of twelve thousand dollars (\$12,000.00). Immediately upon the vacating of the unit by a selling Shareholder, the unit shall be inspected by the Mutual. The costs of any repair and maintenance to the unit determined to be required by the Mutual shall be paid from the withdrawal repair deposit made by the selling Shareholder. The balance of any remaining amount will be paid to the selling Shareholder.

## **ARTICLE XV – PENALTIES, FINES & FEES**

### **Section 15.1 – General Violations.**

In order to enforce the Governing Documents and Rules and Regulations, the Mutual Board may levy, assess, and collect reasonable fines as established by the Board of Directors pursuant to these Rules and the Fine Schedule attached hereto as Exhibit "D" and incorporated herein. The fines will be assessed against the Shareholder for violations by the Shareholder, members of the Shareholder's family, or the Shareholder's guests, invitees, licensee, tenants or lessees, pursuant to the following policy:

**15.1.1 Violations.** If there is a violation of the Governing Documents, including the Occupancy Agreement or these Rules, any Shareholder may contact the Mutual Board or GRF, in order to report the alleged violation to the Mutual Board. Violation reports should be in writing and should describe the violation, identify the alleged violator, and identify the individual making the report. Please note that Shareholders do not have the right to remain anonymous when reporting an alleged violation. Upon receipt of a violation report, the Mutual Board will commence the enforcement process and determine whether a violation has occurred. The Mutual Board has complete discretion to decide whether or not to take action on a written violation complaint and what action, if any, will be taken. The Mutual Board may investigate any reported violation in order to determine whether the alleged violation has potential merit and, if so, whether the violation warrants action by the Board. Violations may also be noted by members of the Mutual Board, GRF, and/or staff during regular walkthroughs of the Mutual.

**15.1.2 Enforcement Procedures.** The Mutual reserves the right to take legal action in order to enforce compliance with the Governing Documents at any stage in the

enforcement process. Serious violations warranting immediate action may be forwarded to legal counsel with or without taking the steps outlined below. Violations which the Mutual Board decides to address internally will be dealt with as follows:

- A. Upon determination that an alleged violation has potential merit, a courtesy notice (warning letter) may, in the discretion of the Mutual Board, be sent to the allegedly offending Qualifying Resident/Shareholder (“Respondent”) identifying the violation and requesting compliance within a stated period of time. A courtesy notice is not required prior to calling Respondent to hearing.
- B. The Mutual shall send a notice of hearing to the Respondent stating the nature of the alleged violation, referencing the specific provision of the Governing Documents which the Respondent is alleged to have violated, and inviting the Respondent to appear at a hearing before the Mutual Board to be held no sooner than fifteen (15) days from the date of the notice. The notice shall further advise the Respondent of his or her right to attend the hearing, submit a statement of defense to the Mutual Board in advance of the hearing or present a statement of defense and supporting witnesses at the hearing. If the Respondent does not attend the hearing, the Respondent waives these rights.
- C. The Mutual Board shall conduct the hearing in executive session (unless requested otherwise by the Respondent) and shall afford the Respondent a reasonable opportunity to be heard.
- D. If the Shareholder is found to be in violation of the Governing Documents following the hearing, the Mutual Board may do any of the following, as noted in the hearing notice:
  - a. Impose a monetary fine against the Shareholder pursuant to the Fine Schedule.
  - b. Levy a special reimbursement assessment against the Shareholder pursuant to the Governing Documents.
  - b. Declare the Shareholder to be not in good standing as set forth in these Rules.
  - d. Suspend the Qualifying Resident/Shareholder’s voting rights and/or rights to use the recreational facilities if and as provided in the Mutual Governing Documents.
  - e. Any combination of the above.
- E. Any disciplinary action taken should be recorded in the minutes of the meeting at which the disciplinary action was taken by the Mutual Board. No action against

the Respondent arising from the alleged violation may take effect before five (5) days after the hearing.

- F. The Mutual Board shall provide the Shareholder with written notice of the outcome of the hearing and any disciplinary action taken by the Mutual Board within ten (10) days after the hearing. In the case of a continuing violation, the notice of hearing decision may include a notice of a continuing fine, if authorized by the Fine Schedule, or notice of a subsequent hearing on the same violation to be held no sooner than thirty (30) days from the original hearing date, unless the violation is sooner remedied.
- G. Fines imposed by the Mutual Board after a hearing shall be due immediately upon notice of the hearing decision to the Owner. Special Assessments levied by the Mutual Board shall be due thirty (30) days from the date of the notice of hearing decision, or upon such other later date specified therein not to exceed sixty (60) days from the date of the notice.

**15.1.3 Fine Schedule.** The schedule of monetary penalties which the Mutual Board may impose for general violations in accordance with the above procedures is attached to these Rules as Exhibit “D”. The Mutual Board reserves the right to revise the Fine Schedule at any time through a rule change procedure and the most recent Fine Schedule shall be distributed to the Shareholders on an annual basis. Fines for parking violations are not included in Exhibit “D” but, rather, are set forth below in Section 14.2.7 of these Rules.

## **Section 15.2 – Parking Violations.**

Any Shareholder or Qualifying Resident charged with the violation (Violator) can pay the fine or the Violator has the right to contest the "rules violation" in writing to the Parking Rules Violations (PRV) panel within ten (10) business days of the date of the violation. If Shareholder provides written notice that he/she is contesting the violation, a hearing will be scheduled by the PRV of the Mutual. 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. Shareholders will be notified in writing of the results of the hearing within fifteen (15) business days. Except that contractors will be adjudicated by the Facilities Director, Health Care Center (HCC) employees will be adjudicated by HCC management and GRF employees will be adjudicated by GRF Human Resources Department.

**15.2.1** The written Rules Violation Notice (“Citation”) serves as written notice of the violation and hearing (Civ. Code Section 5855). The following items will be set forth in the written Citation: (1) Description of violation, including time of violation and location and possible penalties (including possible monetary penalties); and (2) Hearing date, time, and location of Hearing.

**15.2.2** The Notice Handout supplements the Citation and must contain the following: (1) The date, time, and place of the hearing; (2) The nature of the alleged violation (including the date/time and location) for which a Shareholder may be disciplined; (3) A statement that the Shareholder has a right to attend the hearing and present evidence.(Civ. Code Section 5855(b); (4) Notification that a failure to respond will acknowledge acceptance of the violation and the corresponding fine may be imposed; and (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 will bring an interpreter.

**15.2.3** A Shareholder may request one extension of the panel hearing under these following circumstances: (1) An extension of Hearing date at least 48 (forty-eight) hours prior to the scheduled PRV hearing with no explanation; (2) An extension for medical, health or family issues; (3) The written notification to the PRV panel that the Violator is bringing a lawyer. This will require a minimum 30-day extension to ensure Mutual attorney will be present; or (4) A second extension may be granted by the PRV.

**15.2.4** The Shareholder 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. Shareholders also have the right to submit their defense in writing rather than make an appearance before the PRV. The Shareholder may bring an Observer or interpreter. The PRV panel hearing is a closed meeting. Hearings will be held in executive session. The Shareholder may request an open hearing. If the Shareholder does not appear at the scheduled hearing without prior notification to the PRV panel, this will be accepted as agreement by the Shareholder of the validity of the violation and the appropriate fine may be assessed.

**15.2.5** The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation. . Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision. The letter of decision shall include the PRV panel's findings.

**15.2.6** The PRV panel will meet on the 4th Monday of each month at 9:00 a.m. in Administration Conference Room A. A second meeting will be scheduled if the volume of hearing requests is too large; in which case the panel will also meet on the 4th Wednesday at 1:00 p.m. in Conference Room B.

**15.2.7** All violations of the Parking Rules as set forth in Article IV of these Rules and Regulations, may be assessed a monetary penalty in the following amounts:

(1) 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 provides the Qualifying Resident with thirty (30) days to correct the issue set forth in the Fix-It citation. The fine *may* be waived by the PRV panel.

(2) Additional citations may be issued after each 24-hour period.

(3) 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.

| <b>Violation</b>                                                                                                                                                                                                                                                                                  | <b>1<sup>st</sup> Offense</b>                                                                                                                                                                                                                                | <b>2<sup>nd</sup> and each subsequent and/or continuation of offense</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Assigned Parking Space or restricted parking Space.</b>                                                                                                                                                                                                                                        | <b>\$25.00</b>                                                                                                                                                                                                                                               | <b>\$25.00</b>                                                           |
| <b>Blocking Crosswalk</b>                                                                                                                                                                                                                                                                         | <b>\$25.00</b>                                                                                                                                                                                                                                               | <b>\$25.00</b>                                                           |
| <b>Expired or Invalid State Vehicle Registration (Fine will be waived on first offense if sticker 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.)</b> | <b>\$50.00</b>                                                                                                                                                                                                                                               | <b>\$50.00</b>                                                           |
| <b>Flat Tires</b>                                                                                                                                                                                                                                                                                 | <b>Fix-It</b>                                                                                                                                                                                                                                                | <b>\$25.00</b>                                                           |
| <b>“For Sale” sign on Vehicle</b>                                                                                                                                                                                                                                                                 | <b>\$20.00</b>                                                                                                                                                                                                                                               | <b>\$20.00</b>                                                           |
| <b>Handicap Parking without Placard or Handicap ID Displayed</b>                                                                                                                                                                                                                                  | <b>\$100.00 (Fine will be waived on first offense if placard and/or paperwork that was current at time of Citation is presented. The Security Services Director has the right to waive the first offence fine if needed paperwork is presented to them.)</b> | <b>\$200.00</b>                                                          |

|                                                                                            |                 |                 |
|--------------------------------------------------------------------------------------------|-----------------|-----------------|
| <b>Hazardous Materials Leaking</b>                                                         | <b>\$50.00</b>  | <b>\$50.00</b>  |
| <b>Limited Time Parking</b>                                                                | <b>\$20.00</b>  | <b>\$20.00</b>  |
| <b>Maintenance or Repair</b>                                                               | <b>\$25.00</b>  | <b>\$25.00</b>  |
| <b>No Valid GRF Vehicle Decal or<br/>Parking Permit Displayed</b>                          | <b>\$20.00</b>  | <b>\$20.00</b>  |
| <b>Parked on Sidewalk or Grass</b>                                                         | <b>\$25.00</b>  | <b>\$25.00</b>  |
| <b>Parked in RED Zone (Bus Stop)</b>                                                       | <b>\$25.00</b>  | <b>\$25.00</b>  |
| <b>Parked in RED Zone (Fire Hydrant)</b>                                                   | <b>\$100.00</b> | <b>\$200.00</b> |
| <b>Parked in RED Zone (Mail Box)</b>                                                       | <b>\$25.00</b>  | <b>\$25.00</b>  |
| <b>RV or VUFR – Generator Running<br/>8pm-8am</b>                                          | <b>\$50.00</b>  | <b>\$50.00</b>  |
| <b>RV or VUFR – Jack Support: None<br/>or Inadequate</b>                                   | <b>\$50.00</b>  | <b>\$50.00</b>  |
| <b>RV or VUFR – Parked over seventy-<br/>two (72) hours on Trust Street</b>                | <b>\$40.00</b>  | <b>\$40.00</b>  |
| <b>Washing any vehicle on Trust<br/>Property (except in designated Car<br/>Wash areas)</b> | <b>\$20.00</b>  | <b>\$20.00</b>  |
| <b>Washing a Non-Qualifying<br/>Resident Vehicle at Car Wash</b>                           | <b>\$20.00</b>  | <b>\$20.00</b>  |

### **Section 15.3 – Reporting Violations.**

Any Qualifying Resident or Shareholder, including any director serving on the Mutual Board, may report violations by contacting Security or the Mutual Board. 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 Board for review and, if necessary, enforcement action. Individuals reporting violations may not remain anonymous.

**Section 15.4 – Enforcement Procedures.**

In addition to the procedures and remedies set forth herein, the Mutual may take an action in law or in equity to recover damages, obtain injunctive relief, or obtain any other appropriate legal or equitable relief that may be available to the Mutual.

**ARTICLE XVI – COLLECTION POLICY****Section 16.1 – Regular and Special Assessments.**

Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments and reimbursement assessments shall be due and payable on the due date specified by the Mutual Board. Regular, special and reimbursement assessments (hereinafter collectively referred to as "Assessments"), interest, late charges, collection costs and reasonable attorney's fees, if any are imposed, are the personal obligation of the person who is the owner of the shares of stock associated with the Unit at the time when the assessment or other charge fell due.

**Section 16.2 – Late Charges.**

Assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) or ten dollars (\$10.00), whichever is greater, may be applied if payment in full of any Assessment is not received thirty (30) days after the payment is due. A late charge will not be imposed more than once per delinquent installment.

**Section 16.3 – Interest.**

An interest charge at a rate not to exceed twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent Assessments, late charges, and cost of collection, which may include attorney's fees. Such interest charges shall accrue thirty (30) days after the Assessment becomes due and shall continue to be assessed each month until the account is brought current.

**Section 16.4 – Additional Charges, Costs and Attorney's Fees.**

Pursuant to Civil Code Section 5650(b), the Mutual is entitled to recover reasonable collection costs. Such collection costs include, without limitation: All late charges, interest, attorney's fees, management costs, mailing costs, recording costs, publication costs and service costs. Such collection costs will become the liability of the delinquent Shareholder. It is the policy of the Mutual not to routinely waive any duly imposed collection costs. Please also note that returned checks may be subject to a service fee.

**Section 16.5 – Application of Payments on Delinquent Assessments.**

Payments received on delinquent Assessment accounts will be applied first to the Assessments owed, and then applied to collection costs, administration fees, attorney's fees, late charges, interest, and any other amount due to the Mutual in connection with collection of delinquent Assessments.

**Section 16.6 –Special Assessment.**

If a special Assessment is payable in installments and an installment payment of that special Assessment is delinquent for more than thirty (30) days, all installments will be accelerated, and the entire unpaid balance of the special Assessment shall become immediately due and payable. The remaining balance shall be subject to late charges, interest, costs of collection, and lien rights as provided herein.

**Section 16.7 – Unlawful Detainer.**

If the delinquent Shareholder does not bring the account current within thirty (30) days of notice of the delinquency, the Mutual can seek unlawful detainer and eviction pursuant to the terms of the Shareholder's Occupancy Agreement.

**Section 16.8 – Partial Payments.**

Any Assessment payments received from a delinquent Shareholder will be applied to that Shareholder's account. However, absent receipt of payment in full of all amounts due, the Mutual will proceed with any unlawful detainer action initiated against the Shareholder's separate interest, or the delinquent Shareholder personally, pursuant to and consistent with the requirements of California statutory and case law unless the payments are remitted pursuant to a written payment plan approved by the Mutual Board.

**Section 16.9 – Lawsuit.**

The Mutual may, at any time, determine to file a personal lawsuit against the delinquent Shareholder to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Shareholder.

**Section 16.10 – Attorney's Fees.**

If a lawsuit or unlawful detainer action is initiated by the Mutual to recover Assessments, the Mutual is entitled to recover not only the amount in default, but also reasonable costs of collection, including title company charges and attorney's fees as provided for by statute, as well as the Mutual's Bylaws, the Shareholder's Occupancy Agreement, and/or other Governing Documents.

**Section 16.11 – Suspend Privileges and Voting Rights.**

The Board may, having provided the Shareholder with a Notice of Hearing pursuant to Civil Code Section 5855, suspend the common area privileges and voting rights of any Shareholder who is more than thirty (30) days delinquent in paying any Assessment. Common area privileges and voting rights will remain suspended until the delinquency, including any accumulated penalties, interest and costs of collection, has been paid in full.

**Section 16.12 – Secondary Address.**

Shareholders have a right to identify in writing to the Mutual a secondary address for purposes of, without limitation, collection notices delivered pursuant to this Article XV. Upon receipt of a

written request from a Shareholder identifying a secondary address, the Mutual shall send notices to that secondary address.

**Section 16.13 – No Right of Offset.**

There is no right of offset. A Shareholder may not withhold Assessments owed to the Mutual on the alleged grounds that the Shareholder would be entitled to recover money or damages from the Mutual based on some other obligation or some claim of another obligation.

**Section 16.14 – Charges and Fees Subject to Change.**

All charges and fees set forth in this Article XV are subject to change upon rule change notification to the Shareholders.

**Section 16.15 – Dismissal of Action Upon Payment.**

Within twenty-one (21) days of payment in full of all delinquent Assessments and charges, the attorney will dismiss the unlawful detainer action, and will provide the Shareholder with a copy of such dismissal.

**Section 16.16 – Right to Receipt.**

When a Shareholder makes a payment, the Shareholder may request a receipt and the Mutual shall provide same which shall indicate the date of payment and person who received such payment.

**Section 16.17 – Overnight Payments.**

Payments may be made by overnight mail to the following address: Leisure World, Attn: Cashier, Finance Office, P.O. Box 2069, Seal Beach, California 90740

## Exhibit "A"

### Standardized Appliance List

#### REFRIGERATORS      DESCRIPTION

Kenmore 46-60502    Top Freezer, 18.0-cu ft., White

Kenmore 46-60504    Top Freezer, 18.0-cu ft., Bisque Kenmore 46-60509 (special order)

Top Freezer, 18.0-cu ft., Black Whirlpool WRT318FZDW (alternate only)

Top Freezer, 18.2-cu ft., White Whirlpool WRB329DMBW (special order)

Bottom Freezer, 18.7-cu ft., White Whirlpool WRB329DMBB (special order)

Bottom Freezer, 18.7-cu ft., Black Whirlpool WRB329DMBM (special order)

Bottom Freezer, 18.7-cu ft., Stainless Steel

#### ELECTRIC OVENS

Sears Kenmore Brand White 22-49402 Black 22-49409

SS      22-49403

#### ELECTRIC COOKTOPS

Sears Kenmore Brand White 22-41202 Black 22-41209

SS      22-41203

#### WASTE DISPOSALS

Insinkerator,  $\frac{3}{4}$  H.P.    Pro Essential – PRO ES

#### KITCHEN FAUCETS

Delta #100-LF-HDL    Without hose

Delta #300-DST      With sprayer

#### BATHROOM FAUCETS

Delta B510LF

#### BATHROOM SHOWER FIXTURES

Delta Shower Head 59462     White

#### KITCHEN SINKS

Kohler K5950W             White

Kohler K5950AAlmond

Kohler K5950BBisque

#### BATHROOM SINKS DESCRIPTION

Mansfield 249 4"         Round – Bone and White

Mansfield 249 4"         Oval – Bone and White

#### BATHROOM TOILET BOWLS & TANKS             DESCRIPTION

Toto C715 #01 Bowl    White Standard

Toto C715#03 Bowl    Bone Standard

Toto C744 #01 Bowl    White Hi-Boy

Toto C744 #03 Bowl    Bone Hi-Boy

Toto ST743 #01 Tank    White, 1.28gpf

Toto ST743 #03 Tank    Bone, 1.28gpf

#### BATHROOM FAN/HEATER

Exhaust fan and light only

Nutone             Model 9965

## Exhibit "D"

### Fine Schedule

Including, but not limited to property alterations and/or improvements made without approval, repair and upkeep of property, unauthorized signs, and all other violations of the Mutual's Governing Documents, except as otherwise set forth herein, may be assessed a monetary penalty in the following amounts:

| <b>Violation</b>                                                                                    | <b>1<sup>st</sup> Offense</b>                                                                                          | <b>2<sup>nd</sup> and each subsequent and/or continuation of offense</b>                                                                |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Residency/occupancy violations (e.g. unauthorized occupants, guests residing longer than permitted) | Notice to Comply in 48 hours                                                                                           | Notice and hearing and fine of up to \$500 and up to \$100 per/day for each additional day of non-compliance, for a maximum of 20 days. |
| Violation of Roof & Attic Access                                                                    | Notice and hearing and up to \$1,000 and removal of unauthorized installation or non-compliant equipment if applicable |                                                                                                                                         |
| Violation of Mutual Occupancy Agreement & all other Rules & Regulations                             | Written warning                                                                                                        | Notice and hearing and fine of up to \$100 and up to \$100 per/day for each additional day of non-compliance, for a maximum of 20 days  |