

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Towing Vehicles – Mutual Seven

This Seal Beach Towing Policy (the “Towing Policy”) governs Seal Beach Mutual Seven (the “Mutual”) as it relates to the removal of vehicles that are in violation of California Vehicle Codes (“CVC” regulations), Mutual policies and/or GRF policies in accordance with the CVC. This Towing Policy is not intended to provide an exhaustive list of all requirements to be undertaken during the legal removal of a vehicle from the Mutual. To the extent of any inconsistency between the CVC and this Towing Policy, the CVC shall be controlling. Additionally, this Towing Policy may set forth standards and procedures different from the towing policies administered by the Golden Rain Foundation (“GRF”); in the event of inconsistencies between any GRF policy and this Towing Policy, this Towing Policy shall control and govern the towing of vehicles within Mutual Seven.

In conformance with the CVC, signage has been posted at all community entrance gates advising all persons who enter and exit Leisure World that Leisure World is a private property and unauthorized or illegally parked vehicles may be towed away at the vehicle owner’s sole expense. The phone numbers to the Seal Beach Police Department and towing company are listed on the signage.

The Mutual is currently contracted with a Towing Company. Any change in the contracted Towing Company shall not be considered a change in this Towing Policy so as to warrant a notice and comment period pursuant to California Civil Code, Section 4360.

1. Section 22658 CVC authorizes towing when the vehicle is parked:
 - a. In a fire lane.
 - b. Within fifteen (15) feet of a fire hydrant.
 - c. In a manner which interferes with an entrance to or exit from the Mutual development.

2. Vehicles may also be towed when found in violation of Mutual Seven Policy 7502.07 – Carport Regulations and Mutual Seven Policy 7584.07 – Mutual and Street Parking which prohibits parking in the Mutual Seven carports and/or on the Mutual Seven streets under the following conditions (without limitation):
 - a. The vehicle does not display in a prominent location on the vehicle a current and valid Leisure World Identification decal issued by the Golden Rain Foundation.
 - b. The vehicle has expired California registration tags.
 - c. The vehicle does not belong to a Mutual Seven member or Mutual Seven visitor and is not otherwise authorized by the Board of Directors to be parked in a Mutual Carport.
 - d. The vehicle is inoperable or lacks an engine, transmission, wheels, tires, doors, windshield or any other major part or equipment necessary to operate safely on the highways.

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Towing Vehicles – Mutual Seven

- e. To prevent fires and contamination of storm drains, Mutual Seven Carport Policy 7502.07 – Carport Regulations and Mutual Seven Parking Policy 7584.07 – Mutual and Street Parking prohibit parking a vehicle in Mutual Carports or on Mutual Streets when that vehicle is leaking gasoline or other hazardous fluids and the applicable vehicle owner cannot be located. This violation may result in towing in accordance with this Towing Policy.
3. The notice and towing procedures for the removal of vehicles within the Mutual are as follows:
- a. Any vehicle parked (1) within fifteen (15) feet of a fire hydrant, (2) in a fire lane or (3) in a manner that interferes with an entrance to or exit from the Mutual property may be towed without prior notice of violation or notice of intent to tow.
 - b. Any vehicle that is leaking gasoline or other hazardous fluids and the owner of the vehicle cannot be located may be towed in accordance with this Towing Policy.
 - c. When the urgent need for towing comes to the attention of two concurring Directors, the Mutual President will be advised and the following procedure will ensue:
 - i. The two Board Members initiating the tow will provide a specific written authorization to tow; that written authorization should be on a form provided and completed by the Towing Company. That authorization shall include all of the following: (1) the make, model, vehicle identification number, and license plate number of the removed vehicle; (2) the names, signatures, job titles, business addresses and working telephone number of the two directors authorizing the removal of the vehicle; (3) the grounds for the removal of the vehicle; (4) the time when the vehicle was first observed parked in Mutual Seven, and (5) the time that authorization to tow the vehicle was given. In such cases, the Directors must be present in Mutual Seven at the time of the tow and verify the alleged violation, though they not need to be physically present at the location of the vehicle/tow.

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Towing Vehicles – Mutual Seven

- ii. The Towing Company shall give immediate notice of the tow to the owner of the vehicle in the manner described by the CVC. If the vehicle owner asks the Mutual or Towing Company to tell him/her the basis for the tow, the grounds for the tow must be stated to the vehicle owner.
 - iii. Per contract, the Towing Company shall as prescribed by law, promptly report all impounded vehicles to the appropriate law enforcement agency and will perform all operations within the guidelines described by CVC.
 - iv. The Mutual's representatives for all vehicle tows/removals shall be any two (2) Mutual Seven Directors. The Leisure World Security Department may be authorized by the applicable Directors to notify local law enforcement of tows and/or contact the Towing Company on behalf of the Mutual.
 - v. The Leisure World Security Department will maintain a current log of all towing transactions in order to direct vehicle owners to the appropriate towing company.
- d. When the violation is prolonged and/or of a less urgent nature, the Board has resolved to be guided by the following procedures:
- i. Any two Board members will consult with the President and upon agreement, will ask Security to mark the location of the violation and issue a 96-hour warning notice (citation) informing the vehicle owner of the violation and intent to tow upon noncompliance. A copy of the notice will be provided to the President of the Board.
 - ii. If there is no compliance after the 96-hour period, the President will ask Mutual Administration to send a registered letter informing the Registered owner of the intent to tow the vehicle within ten (10) working days unless the violation has been remedied.
 - iii. When the return receipt is received by Mutual Administration, it will serve as confirmation of notification, the President will be advised and this date will initiate the 10-day compliance period. If the violation continues after ten (10) working days, towing procedures will commence as discussed under 3c.

MUTUAL OPERATIONS

SHAREHOLDER REGULATIONS

Towing Vehicles – Mutual Seven

4. All towing and storage fees will be the responsibility of the vehicle owner.
5. If the vehicle owner appears during the towing process and before the vehicle is outside of Mutual Seven and in transit, the vehicle may be released to the owner. To the extent permitted by CVC, the owner may be subject to fees or amounts levied by the Towing Company.
6. GRF and the Mutual shall not be liable or responsible for the removal of a vehicle from Leisure World Property except to the extent determined by applicable law. Any failure by the Mutual or its Board to tow a vehicle in violation shall not be deemed a waiver of its rights to enforce.

MUTUAL

ADOPTION

SEVEN:

03-21-18