



RV Lot Ad hoc Committee

Agenda

Administration Conference Room
Tuesday, January 16, 2018
1:00 p.m.

- 1. Call to Order/Pledge of Allegiance**
- 2. Roll Call/Notice of Quorum**
- 3. Chairs Announcements**
 - a. Introduction of Guests and Staff:
Linda Stone, GRF President
Randy Ankeny, Executive Director
Terry DeLeon, Recreation Director
Howard Carter, RV Lot Attendant
Deanna Bennett, Recording Secretary
 - b. Rules of Order
 - c. Chairs Report
- 4. Approval of Minutes**
 - a. January 4, 2018 (pp. 1-4)
- 5. Shareholder/Member Comments – Agenda Items Only**

(Limited to 3 minutes per person)
- 6. Correspondence**
 - a. Email from Pat Chovanec (pp. 5-8)
 - b. Letter from Barbara Houck (pp. 9-10)
- 7. Unfinished Business**
 - a. Individual Lease Agreements (handout)
- 8. New Business**
- 9. Policies**
 - a. Adopt Policy 1487.01-50, Fines (pp. 11-14)
 - b. Adopt Policy 1487-50, Community Operations-RV Lot (pp. 15-22)

10. Staff Reports

11. President's Comments

12. Shareholder/Member Comments

(Limited to 3 minutes per person)

13. Committee Member Comments

14. Next Meeting

a. **February 1, 2018, 1:00 p.m., Administration Conference Room**

15. Adjournment



RV LOT AD HOC COMMITTEE MINUTES

Thursday, January 4, 2018

The meeting of the Executive Committee was held on Thursday, January 4, 2018. The meeting was called to order at 1:00 p.m. by Chair McGuigan, in the Administration Conference Room, followed by the Pledge of Allegiance led by Mr. Pratt.

ROLL CALL

Present:	Mr. S. McGuigan, Chair Mr. R. Crossley (left at 3 p.m.) Mrs. I. Heinrichs	Mrs. L. Perrotti Mr. P. Pratt Ms. P. Snowden
Absent:	Ms. R. Winkler	
Staff and Guests:	Ms. L. Stone, GRF President Mr. R. Ankeny, Executive Director Mr. T. DeLeon, Recreation Director Mr. H. Carter, RV Lot Attendant Mrs. D. Bennett, Recording Secretary Mr. R. Stone, GRF Representative, Mutual One 29 Foundation Members	

CHAIR'S ANNOUNCEMENTS

The Chair welcomed and introduced Foundations members, guests and staff.

By unanimous consent, the Chair declared the reading of the quorum notification be dispensed with; there was not a quorum of the Golden Rain Foundation Board of Directors (GRF BOD).

CHAIR'S ANNOUNCEMENTS

The Chair introduced GRF Linda Stone, Executive Director Randy Ankeny, Director of Recreation Terry DeLeon, RV Lot Attendant Howard Carter, and Recording Secretary Deanna Bennett.

CHAIR'S REPORT

The Chair reported that a work study session, regarding rules and regulations, was held on December 19, 2017.

APPROVAL OF COMMITTEE MINUTES

The minutes of December 21 were approved, as presented.

SHAREHOLDER/MEMBER COMMENTS (AGENDA ITEMS ONLY)

Eleven shareholder/members spoke on agenda topics.

CORRESPONDENCE

No items of correspondence were received by the Committee.

UNFINISHED BUSINESS

Individual Lease Agreements

Executive Director advised that the draft lease agreement has not yet been returned by corporate counsel. The Committee concurred to schedule a special meeting on Tuesday, January 16, 2018, at 1 p.m., in the Administration Conference Room, to review the draft lease.

NEW BUSINESS

Draft Policy 1487-50, Community Operations – RV Lot

Mr. Crossley MOVED, seconded by Ms. Heinrichs and carried unanimously by the Committee members present-

TO recommend the GRF BOD adopt draft Policy 1487-50, Community Operations – RV Lot, at the January meeting.

The Chair called for a 10 minute break at 2:25 p.m.

Mr. Ankeny left the meeting at 2:55 p.m.

POLICIES

Draft Policy 1487.01-50, Schedule of Monetary Fines for Notice of Violation

Ms. Snowden MOVED, seconded by Mr. Pratt and carried unanimously by the Committee members present-

TO recommend the GRF BOD adopt draft Policy 1487.01-50, Community Operations – RV Lot, Schedule of Monetary Fines for Notice of Violation at the January meeting.

Mr. Crossley left the meeting at 3:00 p.m.

PRESIDENT'S COMMENTS

The President commended the Ad hoc Committee on the efficiency of their efforts.

MEMBER COMMENTS

Fourteen members spoke on various items pertaining to the Committee's area of purview.

COMMITTEE MEMBERS

Five Committee members spoke on topics related to today's Committee meeting.

ADJOURNMENT

The meeting was adjourned 3:25 p.m.

Steve McGuigan
Chair, RV Ad hoc Committee
01.04.18

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To the RV lot committee:

As we discussed in the meeting today, the committee has agreed to take suggestions in mind at this time regarding the proposed new rules for the RV lot in addition to ideas made on the floor. Much of what was written was fair. The following are my suggestions for review:

1. You need to have a page that provides definitions of terms used. The RV Club has such a page and you may want to use it as a model adding your own terms.
2. Disciplinary action/subject to discipline. Discipline implies physical punishment. These terms are offensive to me. Better to be straight. Subject to fines or loss of RV space.
3. Section 3.9. I clearly do not understand what business it is of this board what people use their trailer for. So long as everything is inside, it should not be your business. My trailer is for a working and licensed motorcycle, so I meet the criteria. I do have a big concern about your logic. This is discrimination. A trailer is a trailer and we own them for our personal pleasure. Please provide what legal right you have to random inspection. I am unclear of the legality.
4. Section 6: The RV must be registered solely to a GRF member. While I agree a GRF member must be the primary owner, there are some special circumstances. Some examples of why this is unreasonable were given. People using a trust or having the RV in shared names to help with inheritance. These examples are real and reasonable in the retirement community we live in. Section 6.3 states sole owner as well. I also questioned the last statement, but this was stated in the meeting as needing to be worked on.
5. In discussion of “disciplinary” action, the board agreed to change verbiage from “will” to “may” in all cases. I concur.
6. Section 10: You already planned to add the word “un-approved” in the beginning statement. Good
7. Section 11: A 10 day notice may not be sufficient in some cases to provide notice of yard maintenance. A 30 day notice would be more reasonable. With exception of an emergency which would not allow for any time, there should be no reason for anything less than 30 days.
8. Section 17: Says we cannot open slides at all. Yet in fines, the fee is if the slide is open more than one day. I agree with one day. May I suggest change the verbiage to. “Slides may be open while at the charging station (24 hour limit). At RV site, slides may be open when owner is in attendance and it is safe to do so. “
9. Section 28: I understand this is being reviewed. It is an ambiguous statement of courtesy. Does it really belong in the rules?
10. Section 31. No repairs of any kind shall be made at the charging station. I know this is being reviewed. I understand other lots claim they don’t allow work to be done. Keep in mind this lot has been allowing it for over 55 years and it has never been a problem according to memories and historical records. I like the suggestion of repairs requiring less than one day and another suggestion I heard was we can only use the charging area 24 hours. That time stamp can be used for repairs as well. Please note: It has NOT been allowed for 3 years or more to change oil or other heavy fluids. The dump station was closed. Changing heavy fluids deserves a fine. It was never allowed to do major work over an extended period. An exception was made for one person and was not allowed after.
11. Section 32. No one but the owner can sell their RV. This is unreasonable. It is tad amount to saying no one but the owner of a car can sell a car. A smart person enlists the aid of a professional. Example:

“‘My husband’ just died (had a stroke, whatever) and I need to sell our RV. A fellow member is my friend as well as a licensed RV sales person. I am comfortable with him handling the sale rather than a stranger. I can’t drive. He was the driver and I am in distress. “ Are you really going to tell me that I have to be the seller in that kind of condition? Think twice. This rule seems to be from some kind of misunderstanding more than logical reasoning.

12. Section 39. I think this is something that comes from not understanding RV’s. ONLY Newer and larger motorhomes have permanently installed jacks. Older models and small units do not. They make do with plastic risers or wood risers that people put up while camping. Refrigerators will not work in non-level areas. Did you know that in many places the ground is not flat enough that even permanent jacks are not enough and additional risers are necessary?
13. Section 41. It is my understanding you agreed to delete this section. Good idea. To ease your feelings, I will say the ONLY way any rig on the lot is going to move without aid would be in a major earthquake. Then, even chocks won’t be of any help. Fun Note: A rock is a natural chock better for the environment.
14. Section 43: I understand you are looking at this differently at this time deciding what kind of work can be done. Thank you.
15. Section 44: The separate lot use pass on the windshield is a bit much. Our decal states exactly who we are and where we live. Howard is in the office a limited number of hours each week. Having to check in with Howard while preparing to leave is just one more thing to have to do. Consider deleting this part of the rule. I do agree with the members own vehicle only.
16. Fines: I disagree with fines at this time as it gives the appearance of just another way to make money. Now, if you were to define that this fine money would somehow benefit the RV lot people may be more receptive. Even with that, I think I would consider fining the most egregious acts that are safety related. The fines are vaguely written. Example: Worn covers. Covers become worn and dirty looking after a good windstorm. Who decides worn? To me? A cover is fine so long as it is not whipping against another rig. They are expensive, hard to use and hard to repair. They are meant to protect a rig from the damage most of us have from the dust, dirt and flying pebbles. I picked up on the following fine listings as questionable examples: 003 Define Illegal jack, 005 Define maintenance or repair, 006 (see above), 012 Define what an approved storage unit is, where can we purchase? Size? Color? Location?, 015 I question the legality of this one much less a fine. This actually goes to my number 1 suggestion.

Thank you for your time and your efforts. Many of us are more than happy to be of assistance now and in the future. Take advantage of the offers being made. Let’s work together to make this transition better for all. Remember the promise Randy made to all of us in the meeting. “Nothing will change other than who you pay your money to.”

Pat Chovanec

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562-477-3751

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January 5, 2018

To: GRF Board of Directors

We were told at the RV Ad Hoc Committee, that all the Board Members read the correspondence from GRF members/residents. I hope you will consider my thoughts.

There are some points I would like to make. A Leisure World Club of 43 years has been insulted and ridiculed publicly, in the last year or more. Now all RV Club members who were never a problem have been treated as if they were the bad guys. Now, the Club is getting more bad press with Security reports. It was a Club that was never a real threat to GRF Trust Property, and also was easy income for our HOA. Now look where we are. It has taken hundreds of staff and volunteer hours to create what is really a burden of time and finance, to manage something that worked fairly well all those years. Without local knowledge, the committee has accomplished the most difficult of tasks and should be commended. But we did sign leases where we expected to have some of the same rights we had in the past. These are a few of my reflections:

1. Howard's study of RV storage lots was commendable. However, people with RVs in those lots simply take their rigs home to get them ready to go on the road. We do not have that option.
2. During the years of RV club lot management, to my knowledge there was never an incident in the lot which affected the Club's liability insurance or GRF's.
3. While the club managed the lot, there were violations to our own lot rules. However the club did not have the legal representation to counter any actions that might have resulted from, let's say, for towing an RV, whose owner had violated lot rules.
4. The RV club managed the lot, probably being too lenient with a small percentage of RV owners, not always following the rules. If a rule was fudged, the rest of us, probably over 90%, were not affected, and probably didn't even know about it or didn't even care if we did. No one was harmed by that leniency to my knowledge.
5. The Ad Hoc RV lot committee is creating reasonable policies for that small percentage of people who violate rules, but added new ones is certainly affecting the majority of us.
6. In the past, the RV Club would occasionally open the gates of our lot to all of Leisure World for an RV flea market. Some people sold home made goods, RV supplies, or whatever extra stuff they had at home. I'm sure that will not be allowed now.
7. Early on in the "lease negotiations", if and when the Club got their new lease, it was going to be my personal request to the Club that we celebrate. By opening the gates again and have an RV open house, all residents of Leisure World could come to the lot, and tour some of the various RVs. Owners could talk about the places we go. I don't see anything like that happening now. People would have known we're not bad guys.

8. We have very little confidence that at the end of 5 years we will have an RV lot. Now new residents with RVs will be given a one year lease. Why do they not have the same privileges we do. Why not prorate them to the end of our leases? Rumors have floated around for years that condominiums could be built there, or a new swimming pool in a special memorial park. We need GRF once, and for all, to give us, and the new buyers, the confidence that the lot will be there as long as needed.
9. Not being able to have anyone else of my rig's registration is a burden to our heirs/trustees. Some owners may have a son/daughter on the title to prevent probate and trust conflicts. I have our trustee on our bank accounts for immediate access. We may bring our son down the next time we have to sign the lease, since he is our trustee, and needs to know what needs to be done on our demise. IF you have concerns about abuse of the lot, amend the policy to prevent it, without affecting the majority.
10. Not being able to have a professional sell my boat or RV, is like telling my trustee they can't use professional sales people for an estate sale. What makes the difference? The estate sale is on Mutual property, and your Trust is on behalf of the Mutuals. There again, if you are worried about abuse, amend the policy to addresses your concerns without affecting the majority.
11. There are so many policies (268 the last time I counted) I assume you believe every resident should know every one of those policies. Additionally there are our Mutual policies. How are we expected to know them all?
12. My last issue relates to conflict of interest. A GRF Board member who owned an RV could not vote on any issues related to the RV lot because of a conflict of interest. It would seem to me that any GRF Board member who publicly hates RVs, and publicly stated that if we didn't like the new rules, we could move - - that there were plenty of people waiting to get in! Perhaps extreme prejudice should also be considered for eliminating a vote.

Sincerely,
Barbara Houck
Mutual 10

LEASE AGREEMENT GRF AND GRF MEMBER

This Lease Agreement ("Lease") is made , _____ , between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and:

NAME: _____

ADDRESS: _____
Seal Beach, Ca. 90740 (hereinafter referred to as "**LESSEE**")

I. OPENING CLAUSES

This Lease is made with reference to the following facts and objectives:

- a) GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property- located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease space on these premises from GRF pursuant to the provisions stated in this Lease ("Premises").
- b) The LESSEE wishes to lease the above portion of the Premises for purposes of storing recreational vehicles, trailers and other vehicles approved by GRF in writing.
- c) GRF and the LESSEE have examined the Premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the Premises are in good order, repair, and in a safe and clean condition.

II. PREMISES

GRF leases to LESSEE and LESSEE leases from GRF Space #_____ located at the Premises, located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California ("Space").

III. TERM

The term of this Lease shall be months commencing on , and ending May 31, 2022.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]
 - ☐ 20 foot or less space: \$120.00 a year
 - ☐ 21 foot to 30 foot space: \$150.00 a year
 - ☐ 31 foot and above: \$240.00 a year

LEASE AGREEMENT GRF AND GRF MEMBER

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, an annual lease payment is due on June 1st with a 10 day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent and termination pursuant to this Lease. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$25.00.

b) Lot/Premises Access Devices (Clickers) and Trust property gate key

- i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit.
- ii. Upon end of term of Lease and/or cancelation of the Lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
- iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
- iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.

c) All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).

d) GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the Space; however, in the event the County of Orange or the State of California increases the real property tax amount, or levies a general or special assessment on the Premises, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

V. LIMITATIONS ON USE

a) LESSEE's must be and remain, during the term of the Lease, GRF Members in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office.

b) LESSEE shall use the Premises for the storage and service of recreational vehicles, trailers and other vehicles, including tow vehicles, all of which must be registered in the LESSEE's name and have a Leisure World Seal Beach address and be in operable condition. LESSEE must be the principle user of the vehicle. All stored equipment will be legally licensed, registered, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of the Premises without the written consent of GRF.

LEASE AGREEMENT GRF AND GRF MEMBER

c) Membership in the RV Club is not a requirement for being able to lease in the Premises.

d) LESSEE's use of the Premises as provided in this Lease shall be in accordance with the following, as well as the RV Lot rules and regulations, a copy of which is attached hereto as EXHIBIT A, which may be modified by GRF from time to time:

- i. LESSEE shall not do, bring or keep anything in or about the Premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the Premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
- iii. LESSEE shall comply with all of the laws concerning the Premises and LESSEE's use of the Premises; however, LESSEE shall not be obligated to pay costs or fees to alter, maintain or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease without any cancellation notice required.
- v. LESSEE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to users of the Premises, Shareholders, members, owners or occupants of adjacent property.
- vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the Premises and in the Space. LESSEE's must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in the LESSEE's name) to be eligible to lease a space in the Premises.
- vii. LESSEE is required to keep the area surrounding the Space clean and free of oil, fluids, clutter and debris at all times.
- viii. No hazardous materials are to be disposed of anywhere in the Premises.
- ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
- x. Maximum of 2 spaces can be assigned to any one LWSB address.
- xi. LESSEE shall not allow any vehicles to be washed on the Premises, except in the GRF wash facility.
- xii. RV's and all stored vehicles must be driven or towed out of the Premises at least once every twelve (12) months.

LEASE AGREEMENT GRF AND GRF MEMBER

- xiii. No living, overnight sleeping, or cooking in the Premises is permitted at any time.
- xiv. Vehicles will be kept in good running order with no flat tires or missing or damaged components required for lawful operation. LESSEE shall have 30 days to repair, fix or remove vehicle in need of repair from the Space.
- xv. The Premises is to be used for storage (see 1 (b)) and for no other uses.
- xvi. Change of ownership on any vehicle does not guarantee a Space in the Premises. The new vehicle owner must apply to enter into a new lease with GRF and he/she will move to the end of any waiting list.

VI. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the Space, including without limitation, any personal property, and improvements of GRF currently located on the Space.

- a) LESSEE shall be liable for any damage to the Space and Premises resulting from the acts of omissions of LESSEE or its authorized representatives.
- b) GRF shall maintain the Premises.
- c) LESSEE shall not make any alterations to the Space or Premises without GRF's written consent.
Any alterations made shall remain on and be surrendered with the Space/Premises on expiration or termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the Premises. If GRF so elects, LESSEE, at its cost, shall restore the Space/Premises to the condition designated by GRF in its election before the last day of the term.
- d) If LESSEE makes any alterations to the Space/Premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

VII. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Lease. LESSEE shall keep the Premises, including improvements and land in which the Premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

LEASE AGREEMENT GRF AND GRF MEMBER

The bond shall meet the requirements of Civil Code Section 3143 shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

VIII. UTILITIES AND SERVICES

- a) LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the Premises as set forth in the following paragraph.
- b) GRF shall furnish electricity, water and trash service for the Premises.
- c) GRF shall not be liable for failure to furnish water to the Premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause, whatsoever, other than from any damages caused by GRF's sole gross negligence or willful misconduct. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from its sole gross negligence or willful misconduct.
- b) LESSEE shall indemnify, defend and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney's fees and costs arising out of this Lease and LESSEE's use of the Space and Premises.
- c) LESSEE shall pay the premiums for maintaining any insurance required by this Lease.
- d) Any LESSEE activity which requires special insurance not specifically mentioned herein will be maintained by LESSEE. Proof of such insurance shall be provided annually to GRF.

Commented [JB1]: This clause is extremely confusing and vague.

X. ASSIGNMENT

- a) LESSEE shall not assign, in any manner, or encumber its interest in this Lease or in the Premises, or sublease all or part of the Premises, or allow any person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

LEASE AGREEMENT GRF AND GRF MEMBER

b) No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

- i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
- ii. If a writ of attachment or execution is levied on this Lease.
- iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the Space/Premises.

c) An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

XI. DEFAULT

a) The occurrence of any of the following shall constitute a default by LESSEE:

- i. Failure to pay monies when due under this Lease;
- ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within fifteen (15) days after notice has been given to LESSEE. If a default cannot reasonably be cured within fifteen (15) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 15-day period and diligently and in good faith continues to cure the default.

b) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.

c) GRF shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:

- i. GRF can terminate LESSEE's rightful possession of the Premises at any time with thirty (30) days' notice and tow/remove LESSEE's vehicles/property from the Space and Premises. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the Premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination, GRF has the right to recover from LESSEE:

- 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;

LEASE AGREEMENT GRF AND GRF MEMBER

2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided;
3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.

d) GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

e) LESSEE agrees that if LESSEE is in default, GRF may sell the vehicle and any personal property in the Space according to the procedure for sale of goods subject to a lien set out in the California Business and Professional Code Sections 21700-21716, provided that GRF reasonably believes that the public auction sale of the vehicle or property in the Space would not exceed the costs associated with such sale, GRF may, in its discretion, sell or otherwise dispose of the vehicle and/or property in any manner it sees fit.

XII. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. LESSEE shall notify GRF of any change of its address or ownership of. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

XIII. WAIVER

- a) No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b) GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.

LEASE AGREEMENT GRF AND GRF MEMBER

c) Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

XIV. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

XV. MISCELLANEOUS

a) Entire Agreement. This Lease sets forth the entire agreement of the parties with respect to the subject matter of this Lease and supersedes all prior agreements or understandings with respect to the subject matter of this Lease, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease may only be amended by a writing signed by the parties.

b) Construction. This Lease shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

c) Modifications and Counterparts. This Lease may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease transmitted electronically shall have the same force and effect as original signatures.

d) Authority to Enter Agreement. This Lease is the result of arms-length negotiations. Each signatory to this Lease represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

GOLDEN RAIN FOUNDATION

By: _____

GRF President

Date: _____

LESSEE

By: _____

Date: _____

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations****SCHEDULE OF MONETARY FINES FOR NOTICE OF VIOLATION**

	First Offense	Second/Subsequent Offense
#001 HAZARDOUS MATERIAL	\$50.00	\$50.00
#002 JACK SUPPORT	\$50.00	\$50.00
#003 ILLEGAL JACK	\$50.00	\$50.00
#004 FLAT TIRE	FIX-IT - TEN (10) DAYS	\$50.00
#005 MAINTENANCE OR REPAIR	\$100.00	\$200.00
#006 TORN, WORN OUT RV COVERS	\$50.00	\$50.00
#007 FAILURE TO PROVIDE REGISTRATION PAPERWORK	CANCELLATION OF LEASE	
#008 EXPIRED REGISTRATION	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#009 NO VALID RVL ID STICKER	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#010 UTILIZING QRV AS LIVING QUARTERS	CANCELLATION OF LEASE	
#011 CLUTTER	\$50.00	\$100.00
#012 UNAUTHORIZED STORAGE OUTSIDE QRV	\$50.00	\$100.00

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

#013 UNAUTHORIZED VEHICLE IN SPACE	\$50.00	\$100.00
	First Offense	Second/Subsequent Offense
#014 QRV USED AS A STORAGE UNIT, BUSINESS OR WORKSHOP	\$50.00	\$100.00
#015 GENERATOR RUNNING UNATTENDED	\$50.00	\$100.00
#016 NON-APPROVED STORAGE UNIT ERECTED IN SPACE	\$50.00	\$100.00
#017 QRV INOPERABLE	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#018 FAILURE TO NOTIFY GRF OF QRV CHANGES TO THE OWNERSHIP, REGISTRATION, INSURANCE, ADDRESS, PHONE NUMBER, OR EMERGENCY CONTACT	FIX-IT TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#019 ALTERATION OR RE-PROGRAMMING OF REMOTE OR DUPLICATION OF KEYS	CANCELLATION OF LEASE	
#020 QRV SLIDE OUT EXTENDED FOR MORE THAN ONE DAY	\$50.00	\$100.00
#021 QRV EXCESS SPEED LIMIT IN RVL	\$25.00	\$50.00
#022 OFF ROAD VEHICLE DRIVEN IN RVL	\$25.00	\$50.00

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

#023 PARKING AT CHARGING STATION IN EXCESS OF 24 HOURS	\$50.00	\$100.00
#024 VIOLATION OF DUMP STATION PROCEDURES	\$50.00	\$100.00
#025 SALE OF QRV BY SOMEONE OTHER THAN OWNER	\$100.00	\$200.00
#026 FOR SALE SIGN ON QRV IN RVL	\$25.00	\$50.00
#027 PETS IN RVL	\$25.00	\$50.00
#028 WILLFUL DESTRUCTION OF GRF PROPERTY IN THE RVL	CANCELLATION OF LEASE	

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COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

ADOPT

Recreational Vehicle Lot (RVL) Rules and Regulations

1. Recreational Vehicle Lot (RVL) general use conditions:

- 1.1 The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Members in good standing, per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies. "Good standing" means that Members may not be delinquent on any assessment (more than 30 days), and related charges, fees or fines as verified by Stock Transfer and Finance Departments, for the storage of their Qualifying Recreational Vehicle(s) (QRV).
- 1.2 The Recreation Department has the primary responsibility for administration, governance and coordination of maintenance issues for the RVL. The RVL is authorized by the (GRF) Board of Directors (BOD). For information or maintenance issues in regard to the RVL, call the RVL Attendant at (562) 431-6586 ext. 373.

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

"Recreational Vehicle" means both of the following:

- 2.1 A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, **designed for human habitation for recreational purposes**, emergency, or other occupancy that meets all of the following criteria:
 - 2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms
 - 2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections
 - 2.1.3. It is built on a single chassis
 - 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy

2.2 A park trailer, as defined in Section 18009.3 (CHSC).

3. The following described solely-owned by GRF Member(s) QRV, operated and

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF RVL space. All vehicles **must be in operating condition**:

- 3.1. Travel Trailers 13 to 40 feet in length
 - 3.2. Fifth wheel trailers 15 to 40 feet in length
 - 3.3. Folding camp trailers
 - 3.4. Class A recreational motor home, built on a truck chassis with a gasoline or diesel engine
 - 3.5. Class C recreational motor home, built on a modified van chassis and usually overhangs the cab
 - 3.6. Class B conversion van camper (may have a raised roof)
 - 3.7. Boats on trailers (personal water craft i.e. jet skis, Sea Doos or similar vessels)
 - 3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six months (semi-annually)
 - 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection
4. The following described vehicles are **NOT** permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.
- 4.1. RV of former GRF Members
 - 4.2. Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue)
 - 4.3. Commercial rental, or similar type, open or closed trailers
 - 4.4. Any eligible (as described in Section 2) DMV registered RV, passenger or commercial vehicle converted into a storage unit
 - 4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacture for human habitation
 - 4.6. RV not currently registered with GRF Recreation Department
 - 4.7. Horse/livestock trailers

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

5. All GRF approved QRV must be in operating condition at ALL times and shall be required to display current on-street/highway registration, of any state, on the license plate.
6. Only a GRF approved QRV, registered solely to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application and annually thereafter within 30 days of their QRV registration renewal:
 - 6.1 A valid GRF Member's State issued driver's license
 - 6.2 Proof of appropriate liability insurance with the GRF Member's name as the primary insured
 - 6.3 Vehicle registration papers with the GRF Member(s) name as sole owner
 - 6.4 The current GRF Member's identification card
 - 6.5 Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

7. Any changes in the QRV ownership, GRF Member's address, insurance, phone number, emergency contact or license plate number of the QRV, must be reported to Recreation Department within seven (7) days of the change. Written notification shall be mailed, or delivered by hand to: **Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740.** The Recreation Department will acknowledge receipt of the documents in writing.
8. **Non-compliance with any rule or regulation contained in this policy may result in cancellation of the RVL lease, towing of the QRV and/or disciplinary action.**
9. Spaces in the RVL will be assigned by the GRF Recreation Department on a first come, first served basis, one vehicle per space, at its sole discretion. A maximum of one space per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle in order to make the best use of the available spaces. Space assignments are subject to change upon notification. QRV shall only be parked within the footprint of the assigned space. A car caddy, as described in Section 2, may be parked with a motorhome if space allows. QRV not parked in their assigned space will be subject to tow at Member's expense (See Policy 1927-37) and/or the Member may be subject to disciplinary action.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.
11. The Recreation Department may request that GRF approved QRV will be moved as required for maintenance of the RVL. When a ten (10) day notice has been issued, and if the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the GRF Member leasing the space.
12. There is a RVL lease fee. There is an initial setup fee. Fee includes processing, gate remote and key. The lease fee is for all GRF approved QRV for each vehicle space, each year. (See Policy 1487.01-50).

Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given *only* if the space is *cancelled by GRF* during the lease period.

13. The RVL access shall only be granted to those GRF Members having a RVL lot lease. A maximum of one key and one remote per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon signing a lease for a space. The GRF Member will be the only one issued a key and remote for access to the RVL. The GRF Member may not give or loan their key or remote to anyone. **Non-residents will not be allowed entry into the RVL without the GRF Member being present. The GRF Member must remain with the guest during the duration of their time in the RVL. All QRV will need to be driven or towed off of the lot by the Lessee. Authorization for entry letters will not be allowed. The Lessee is responsible for their guests at all times.**
14. The Recreation Department will charge a deposit for the key and remote (See Policy 1487.01-50). This fee is refundable upon key and remote return to the GRF Recreation Department. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV. **No one without a QRV in the RVL shall have a remote or key. Anyone using same will be removed from the RVL, have the remote and key taken and will no longer be**

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

allowed in the RVL, even as a guest.

15. A current copy of the *Recreational Vehicle Lot (RVL) Rules and Regulations Policy 1487-50 and Fees and Fines for the RVL 1487.01-50*, will be issued to the responsible party of the leased space at the time of application. The GRF Recreation Department will notify the GRF Member when Policy 1487-50 or 1487.01-50 are revised by the GRF.
16. The GRF BOD has authorized the Policy Review Violation (PRV) Panel to review all citations specific to the RVL, Policy 1487-50, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 1487-50 and 1487.01-50 noted herein. The GRF BOD has authorized the Recreation Department to tow or remove vehicles or property in violation of this policy, from the RVL at the member's expense. Any exceptions to Policy 1487-50 or 1487.01-50 require the written approval of the Executive Director or designee and BOD President of the Golden Rain Foundation. Member violation citation records shall be kept for three (3) years. The GRF BOD has established penalties for violations and has noted them on the fine schedule in Policy 1487.01-50. Penalties may be greater for repeated violations within a three (3) year period.
17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station.
18. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
19. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF Member will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or tow of the QRV.
20. The speed limit within the RVL is five (5) miles per hour.
21. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
22. Drivers must follow the natural angle of entry and departure to and from their space.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

23. Drivers shall not short the acute angle, nor cross lines or marked corners.
24. No off road vehicles are to be driven in the lot at any time, but the GRF Member may load and unload them from their trailer.
25. All vehicles stored in the RVL must be operational at all times. Operational is defined as "in use, in working order or ready to use."
26. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
27. All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly placed on the vehicle.
28. Members shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Members' spaces or adjacent residences.
29. All of the conditions of the Lease must be followed at all times.
30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed.
31. No repairs of any kind shall take place at the charging station.
32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the QRV.
 - 32.1. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed.
33. No pets are allowed in the RVL other than to transfer the pet from one vehicle to the other.
34. The pedestrian gate must be locked immediately after passing through at all times.

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COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****ADOPT****Recreational Vehicle Lot (RVL) Rules and Regulations**

35. Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf carts.
36. Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
37. If the Lessee sells their vehicle, that space is not transferable. If the buyer is a GRF Member and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.
38. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
 - 38.1 All trash is to be placed in trash containers
 - 38.2 No debris shall be tossed onto the ground
 - 38.3 No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires, anti-freeze and other vehicle fluids)
 - 38.4 GRF Members should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.)
 - 38.5 Tarps and covers must not be frayed or torn or create an appearance of neglect
39. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks.
40. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the Member.
41. Damage caused to GRF property or another Lessee's property must be reported to the RVL Attendant immediately or in his/her absence to the Security Department, and liability will be assumed by the damaging party. Failure to do so may result in immediate accordance with the California DMV Code Section 20002.
42. No approved work or maintenance shall be done to any vehicle while in the RVL. The RVL Staff may allow a variance to the above, as determined in its sole discretion.

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43. One vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield. No GRF Member visitor passes are allowed. A Lot use pass must be obtained from the RVL Attendant and posted on the dashboard of the vehicle during the Member's trip.
44. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled.
45. Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease.
46. If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV.