

MUTUAL OPERATIONS**RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 Fines for Parked Vehicles - MUTUAL NINE**

VEHICLE PARKING POLICY PARKING RULES FOR MUTUAL NINE PROPERTY

The following Parking Rules are applicable to all persons controlling or operating vehicles on any MUTUAL NINE PROPERTY.

Shareholder/Members are solely responsible for the actions of their guests and employees, therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these rules when appropriate, such as maintenance or security vehicles assisting first responders or providing services to a shareholder/member unit.

1 PREFACE

- 1.1** In order to promote safety, all drivers and pedestrians shall follow the same parking rules as are required on public streets, unless otherwise specified herein.

2 DEFINITIONS . Words appearing in ALL CAPITAL LETTERS are defined in this section.**2.1 ALTERNATIVE DISPUTE RESOLUTIONS (ADR)**

- 2.1.1** A method of resolving disputes other than by litigation involving a neutral third party pursuant to Civil Code Sections 5925-5965.

2.2 ASSIGNED PARKING

- 2.2.1** A defined parking location that has been designated for the use of a specific individual.

2.3 BICYCLE/TRICYCLE

- 2.3.1** 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.

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2.4.1 A non-shareholder/member hired or identified by a Shareholder/Member as providing part-time or full-time care. This person must be registered with Stock Transfer.

2.5 COMMERCIAL VEHICLES. A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation, a truck, van or trailer that has one or more of the following traits:

2.5.1 Larger than one (1) ton carry weight;

2.5.2 Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;

2.5.3 Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.

2.5.4 Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;

2.5.5 Used to haul any hazardous materials;

2.5.6 Designed to carry more than 15 passengers.

2.6 DUE PROCESS

2.6.1 An established course for judicial proceedings or other governmental activities designed to safeguard the legal rights of the individual.

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- 2.7.1** Two-wheeled vehicle supplemented with an electric motor. It may not be driven on sidewalks.

2.8 GOLF CART

- 2.8.1** A motor vehicle having not less than three wheels in contact with the ground, having an unladen weight of less than 1,300 pounds, which is designated to be and is operated at no more than 20 mph, and has a maximum width of 48".

2.9 INTERNAL DISPUTE RESOLUTION (IDR)

- 2.9.1** An internal due process procedure offering an opportunity for both sides to meet and confer in good faith in an effort to resolve a dispute and reach a resolution of alleged violations of community rules.

2.10 LOW SPEED VECHICLE

- 2.10.1** 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.

2.11 MOBILITY SCOOTER

- 2.11.1** A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

2.12 MOTORCYCLE

- 2.12.1** 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).

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- 2.13.1** A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered with the Department of Motor Vehicles (DMV).

2.14 NON-RESIDENT

- 2.14.1** A person without the right under the governing documents and applicable law to occupy a dwelling within a Mutual.

2.15 PARKING PERMIT BINDER

- 2.15.1** A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules. Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.16 PARKING RULES VIOLATION PANEL (PRV) (Not applicable to MUTUAL NINE)**2.17 PEDESTRIAN**

- 2.17.1** Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

2.18 PROHIBITED VEHICLES

- 2.18.1** Aircraft;
- 2.18.2** Boats, personal watercraft, and their trailers except as allowed in Section 3.10 – Recreational Vehicles Restricted;
- 2.18.3** INOPERABLE VEHICLE: a vehicle that lacks a functioning engine or transmission, or non-functioning wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways;

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- 2.18.4** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5** UNAUTHORIZED VEHICLE: Use or parking of a motor vehicle without consent of MUTUAL NINE or GRF;
- 2.18.6** UNREGISTERED VEHICLE: no current valid State registration; or
- 2.18.7** Vehicle designed to carry 12 or more passengers. EXCEPTION: Buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.

2.19 RECREATIONAL VEHICLE (RV)

- 2.19.1** A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle. EXCEPTION: Van camper conversions.

2.20 RESERVED PARKING

- 2.20.1** A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the designated user(s).

2.21 RULES VIOLATION NOTICE (CITATION)

- 2.21.1** A written notification of a violation of MUTUAL NINE parking policies placed on the violating vehicle. This information is forwarded to the mutual president.

2.22 TRUST PROPERTY

- 2.22.1** All land operated by the GRF on behalf of the Mutuals

2.23 TRUST STREETS

- 2.23.1** Streets with names.

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2.24.1 Not an ASSIGNED PARKING space.

2.25 UNAUTHORIZED VEHICLE.

2.25.1 A vehicle not permitted to be on MUTUAL NINE PROPERTY.

2.26 VEHICLE USED FOR RECREATION (VUFR)

2.26.1 Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

3 RULES FOR PARKING**3.1 PROHIBITED VEHICLES**

3.1.1 No PROHIBITED VEHICLE shall be parked on MUTUAL NINE PROPERTY.

3.1.2 At no time, shall any vehicle be parked on MUTUAL NINE PROPERTY if it is leaking any fluids. EXCEPTION: Clear Water

3.1.3 Any of these types of vehicles are subject to immediate towing at the owner's expense. See MUTUAL NINE – 7582.09 Towing Policy .

3.2 TEMPORARY PARKING PERMITS

3.2.1 The following Parking Permits are issued by Security Department

3.2.2 All Parking Permits must be displayed on the dashboard of the vehicle or on the king pin of a fifth wheel or the tongue of a trailer:

3.2.2.1 Shareholder/member for use on rental or new vehicle;

3.2.2.2 Guest or employee of Shareholder/Member;

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3.2.2.3 Overnight Parking Permit at request of Shareholder/Member for Guest.

3.3 GENERAL PARKING RULES

- 3.3.1** Park safely – At no time may a vehicle be parked in a manner creating a traffic hazard.
- 3.3.2** No animal or child is allowed to be left alone in any parked vehicle on MUTUAL NINE PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.
- 3.3.3** Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See MUTUAL NINE – 7582.09 Towing Policy.
- 3.3.4** Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.
- 3.3.5** Off Pavement – At no time may a vehicle be parked with any portion of it off pavement.
- 3.3.6** Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein. Vehicles on a two-way travel roadway must be parked with the passenger side wheels within 18 inches of the curb or sidewalk.
- 3.3.6.1** Vehicle must be parked completely within the marked boundaries of a parking space
- 3.3.6.2** A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
- 3.3.6.3** Any vehicle without proof of current valid State registration may not be parked on MUTUAL NINE PROPERTY at any time.

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- 3.3.6.4** Any vehicles without a Seal Beach Leisure World decal on windshield or a pass may not be parked on MUTUAL NINE PROPERTY.
 - 3.3.6.5** Trailers not connected to a vehicle are not permitted to be parked on MUTUAL NINE PROPERTY. Such trailers may be parked in the Permit section at Clubhouse 4 only with a permit issued by the Security Department.
 - 3.3.6.6** Pods, moving trailers or similar portable storage units are not permitted on MUTUAL NINE PROPERTY without Security Department authorization.
 - 3.3.6.7** Vehicles in violation are subject to immediate tow away at owner's expense. See MUTUAL NINE – 7582.09 Towing Policy.
- 3.4 PARKING ZONES**
- 3.4.1** Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. See MUTUAL NINE – 7582.09 Towing Policy.
 - 3.4.1.1** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 feet of a fire hydrant even if the curb is unpainted.
 - 3.4.1.2** Non-Fire Lanes: A vehicle may not be left unattended.
 - 3.4.1.3** Bus Stops: No person shall park or leave standing any vehicle within the red zone marked to provide for loading and unloading of buses.
 - 3.4.1.4** Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 feet of the mail box. (not applicable to MUTUAL NINE)
 - 3.4.2** Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.

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- 3.4.3** Green Zone: Parking may not exceed time limit posted by sign or curb marking. EXCEPTION: Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.
- 3.4.4** White Zone: Passenger loading and unloading only. Time limit: 30 minutes.
- 3.4.5** Yellow Zone: Commercial and Passenger vehicle loading and unloading only: 30 minutes.
- 3.4.6** Unpainted: Parking is permitted up to 96 hours, unless otherwise restricted.

3.5 RESIDENT'S PARKING

- 3.5.1** A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 96 hours in one location. without first notifying the Security Department.

3.6 NON-RESIDENT PARKING. NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.

- 3.6.1** Any violation of this section may result in vehicle being towed at the owner's expense. (See MUTUAL NINE – 7582.09 Towing Policy)

3.7 CAREGIVER PARKING

- 3.7.1** A CAREGIVER may park on MUTUAL NINE PROPERTY only when a copy of the CAREGIVER parking pass is displayed on the dashboard of the vehicle.
- 3.7.2** For Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

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- 3.8.1** Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk or grass.
- 3.8.2** Contractor and service vehicles, shall not be parked on MUTUAL NINE PROPERTY overnight without a permit. Personal vehicles driven by workers are not eligible for overnight passes.

3.9 OVERNIGHT PARKING PERMITS

- 3.9.1** RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal. An Overnight Parking Permit for a resident may be issued only when decal issue is pending.
- 3.9.2** Overnight parking of COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its residents, are not permitted without an Overnight Parking Permit issued by the Security Department.
- 3.9.3** The Overnight Parking Permit must be displayed face-up on the driver side dashboard of the MOTOR VEHICLE, or prominently affixed to the front of trailers or equipment.
- 3.9.4** The following vehicles and equipment are prohibited from parking on MUTUAL NINE PROPERTY at any time between the hours of 11:00 p.m. and 6:00 a.m. unless otherwise addressed in this policy:
 - 3.9.4.1** Vehicle not displaying a valid GRF decal or Overnight Parking Permit.
 - 3.9.4.2** Recreational Vehicle – except as provided below in Section 3.10 – “Recreational Vehicles Restrictions.”
 - 3.9.4.3** COMMERCIAL VEHICLE, construction/ maintenance equipment, storage and disposal units, building materials.

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- 3.10 RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) RESTRICTIONS.** An RV or VUFR may be parked on MUTUAL NINE PROPERTY only when meeting all of the following conditions:
- 3.10.1** RV parked on MUTUAL NINE PROPERTY MUST have Security Department issued decal or a Parking Permit.
 - 3.10.2** RV or VUFR is parked up to 48 hours for the purpose of loading or unloading.
 - 3.10.3** Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
 - 3.10.4** RV or VUFR must be parked with engine and accessory equipment (e.g. exterior lights, air conditioner, audio and video equipment) shut off. The generator may ONLY be used between the hours of 8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.
 - 3.10.5** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
 - 3.10.6** RV or VUFR may not be attached to any external power supply.
 - 3.10.7** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
 - 3.10.8** No animals or children are to be left unattended on or within any RV or VUFR at any time.
- 3.11 "FOR SALE" SIGNS**
- 3.11.1** "For Sale" signage shall not be displayed on any vehicle on MUTUAL NINE PROPERTY.

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- 3.12.1** Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed on any MUTUAL NINE PROPERTY.

3.13 WASHING

- 3.13.1** All washing of vehicles must be done at the car and RV washing areas behind Clubhouse 2. Vehicles must have a GRF decal.
- 3.13.2** EXCEPTION. NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on MUTUAL NINE or TRUST PROPERTY.

4 TRUST PROPERTY PARKING AREAS (not applicable to MUTUAL NINE)**5 BICYCLES/TRICYCLES**

- 5.1** BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. MUTUAL NINE is not liable for damaged, lost or stolen property.
- 5.2** Attended BICYCLES or TRICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.
- 5.3** Parking on a sidewalk is prohibited.

6 TOWING. See MUTUAL NINE policy 7582.09 TOWING VEHICLES.**6.1 Immediate Towing Situation**

A vehicle parked in either Red Zone "Fire Lane" or "Fire Hydrant."

- 6.2** The vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice.

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Due Process is a set of procedures of increasing stages of formality and associated additional costs to both parties.

7.1 Internal Dispute Resolution (IDR) Process

7.2 Person charged with the violation (Violator) can pay the fine. The citation has the fines for parking violations on the reverse side of the form.

7.3 The Violator has the right to contest the "rules violation" in writing to the Parking Rules and Violations Panel (PRV) within ten (10) business days of the date of the violation.

7.4 A hearing will be scheduled by the PRV of MUTUAL NINE.

7.5 Violator may submit a response in writing within ten (10) business days of the violation to the PRV, if they are unable to attend the hearing.

7.6 The PRV must be notified ten (10) business days prior to the hearing if interpreter's services are needed and the language required.

7.7 Shareholders/Members will be notified in writing of the results of the hearing within 15 business days

8. Notice of Hearing

The written RULES VIOLATION NOTICE (Citation) serves as written notice of the violation and hearing (Civ. Code §5855). The following items will be set forth in the written Violation of Rules:

8.1 Description of violation, including time of violation and location and possible penalties (including possible monetary penalties); and

8.2 Hearing date, time, and location of Hearing.

9. Notice Handout

This document supplements the Citation and must contain the following:

9.1 The date, time, and place of the hearing;

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- 9.2** The nature of the alleged violation (including the date/time and location) for which member may be disciplined;
- 9.3** A statement that the member has a right to attend the hearing and present evidence. (Civ. Code §5855(b).);
- 9.4** Notification that a "Failure to Respond" will acknowledge acceptance of the violation and the corresponding fine may be imposed; and
- 9.5** A section to indicate the need for an interpreter and the language requested. The PRV must be notified at least ten (10) business days prior to the hearing if the Shareholder/member will bring an interpreter.

10. Extensions

The Shareholders/Member may request one extension of the panel hearing under these following circumstances:

- 10.1** An extension of Hearing date at least 48 (forty-eight) hours prior to the scheduled PRV hearing with no explanation;
- 10.2** An extension for medical, health or family issues;
- 10.3** The written notification to the PRV panel that the Violator is bringing a lawyer. This will require a minimum 30-day extension to insure PRV attorney will be present, or
- 10.4** A second extension may be granted by the PRV.

11. PRV Hearing

- 11.1** Defense - The Shareholders/Member has the right to examine and refute evidence. The photos may be viewed in the Security Office by appointment. The Security Department will have a representative present to explain all relevant information and evidence. This may include questions during the hearing. Members also have the right to submit their defense in writing rather than make an appearance before the PRV. (Corp. Code §7341(c)(3).)
- 11.2** Lawyers - The Shareholders/Member has a "right" to bring a lawyer to represent them in an IDR hearing. The Shareholder/Member must provide a 30-day written notification to the Panel. The Shareholder/Member may bring an Observer or interpreter.

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11.3 The Panel Session is a closed meeting. Hearings will be held in executive session. The Shareholder/Member may request an open hearing.

11.4 If the Shareholders/Member does not appear at the scheduled meeting without prior notification to the Panel, this will be accepted as agreement by the Shareholders/Member of the validity of the violation and the appropriate fine may be assessed.

12. Post Hearing Due Process

12.1 Findings - The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation.

12.2 The fine is reasonable and rationally related to the operations of the association. The session will include violation number and results of hearing.

12.3 Notice of Decision. Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision shall include the panel's findings.

13. The PRV Panel

13.1 GRF must have a published enforcement policy in place as required by law.

13.2 Panel will meet on a to-be-arranged basis.

13.3 A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the 4th Wednesday at 1:00 p.m. in Conference Room B.

EXEPTION

13.3.1 Contractors will be adjudicated by the Facilities Director.

13.3.2 Health Care Center (HCC) employees will be adjudicated by HCC management.

13.3.3 GRF employees will be adjudicated by GRF Human Resources Department.

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The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any PROPERTY regulated by MUTUAL NINE This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements all Shareholders/Members are solely responsible for the actions of their guests and employees; therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance or security vehicles assisting first responders or providing emergency services to a Shareholders/Member unit.

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

- 1.1 Any animal or child left unattended in a vehicle will be reported immediately to Animal Control or Seal Beach Police.
- 1.2 First Offense
The first offense may result in either a Fix-It citation, a verbal warning from a Director, a Fine or the vehicle being towed. See table below.
A Fix-It citation allows 30 days for resolving the problem.
The fine may be waived by the PRV Panel.
- 1.3 Additional citations may be issued after each 24-hour period.
- 1.4 After the fourth RV or VUFR violation all RV or VUFR parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction.

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Violation	1st	2nd and Subsequent
1. Assigned Parking Space or restricted parking Space	25.00	25.00
2. Blocking Crosswalk (not applicable to MUTUAL NINE)	25.00	25.00
3. Expired or Invalid State Vehicle Registration*	50.00	50.00
4. Flat Tires	Fix-It	25.00
5. "For Sale" sign on Vehicle	20.00	20.00
6. Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7. Hazardous Materials Leaking	50.00	50.00
8. Limited Time Parking	20.00	20.00
9. Maintenance or Repair	25.00	25.00
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	20.00	20.00
11. Parked on Sidewalk or Grass	25.00	25.00
12. RED ZONE: Bus Stop	25.00	25.00
13. RED ZONE: Fire Hydrant	100.00	200.00
14. RED ZONE: Mail Box (not applicable to MUTUAL NINE)	25.00	25.00
15. RV or VUFR - Generator Running 8pm – 8am		50.00
16. RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
17. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	40.00	40.00
18. Washing any vehicle on Trust Property (except Car Wash areas)	20.00	20.00
19. Washing a Non-resident Vehicle at Car Wash	20.00	20.00

* 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.

Fines will be imposed by the Golden Rain Foundation with proceeds going to MUTUAL NINE

MUTUAL ADOPTION

NINE: 6-11-18

(June 18)