

SEAL BEACH MUTUAL NO. ELEVEN

Rules and Regulations



**SEAL BEACH MUTUAL NO. ELEVEN
RULES AND REGULATIONS**

(April 2022)

GOLDEN RAIN FOUNDATION Seal Beach, California

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SEAL BEACH MUTUAL NO. ELEVEN**Rules and Regulations****1. ARTICLE I – GOVERNANCE AND CORPORATE STRUCTURE****1.1. Section 1.1 – Governance**

Seal Beach Mutual No. Eleven 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 three hundred and twelve (312) 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.

1.2. 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 (1) occupant must be fifty-five (55) years of age or older; all other persons who reside must be at least forty-five (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.

1.3. 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 six (6) member Board of Directors (hereinafter “Mutual Board”), elected by the shareholders of the Mutual.

1.4. 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. One shareholder from the Mutual is elected to serve on the Board of Directors of the GRF and shall represent the views and opinion of the Mutual.

1.5. 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

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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.

2. ARTICLE II – RESIDENT REGULATIONS

2.1. Section 2.1 – 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.

2.2. Section 2.2 – 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.

2.3. Section 2.3 – Trash

Trash and garbage, whether contained or not, may not be left outside of the Unit at any time. Trash may not be left outside of any trash receptacle or dumpster, or shareholder(s) will be fined according to Exhibit D in Mutual 11 Rules and Regulations.

2.4. Section 2.4 – Unit Pre-Sale Cleanup

All Shareholders must comply with the terms of this Section 2.4 upon the sale

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of the Shareholder's Unit, whether due to the election of sale and/or the Qualifying Resident's demise.

2.4.1. If the Unit is to be sold, a "Notice of Intention to Withdraw" must be filled with the Stock Transfer Office in the Administration Building.

2.4.2. All trash must be removed from the Unit and porch 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).

2.4.3. Televisions, electronics, paint and other combustibles or chemicals may not be placed in any trash trash dumpster within Mutual Eleven. 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.

2.4.4. 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.

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

2.4.6. 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.

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

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

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

2.4.10. Only porch furniture may be left on the porch during this interim period.

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

2.4.12. Carport storage locker must be cleaned out and left unlocked.

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

2.5.1. 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.

2.5.2. Death of Sole Shareholder

2.5.2.1. 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.

2.5.2.2. 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

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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.

2.5.3. 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.

2.6. Section 2.6 – Listing Inspections

The Mutual shall charge a fee for the inspection process when a Share of Stock is listed for sale, per the attached fee schedule in Exhibit "E".

2.7. Section 2.7 – Withdrawal Fee

All Shareholder who wishes to sell his/her Mutual Stock must first obtain Board waiver of option before the Stock is listed for sale. The Board of the Mutual requires that any Broker who accepts a listing of Stock must complete the following steps before this listing is executed: (1) deliver to the Stock owner, requesting the listing, a copy of the Mutual Waiver of Option form. Notify the Shareholder that this form must be executed by the Mutual before the listing can be taken; (2) explain to selling Shareholder that a listing inspection will be made. Give the Shareholder a blank copy of the inspection form; (3) upon completion of the inspection, a copy of the completed inspection form will be sent to the selling Shareholder; and (4) when the selling Shareholder receives the completed inspection form, he/she should contact the Sales Representative that initially made contact and supplied the listing form.

2.8. Section 2.8 – Inspection of Vacant, Unoccupied or Seasonal-Use Units

Any vacant, unoccupied or seasonal-use unit in Mutual Eleven shall be inspected every ninety (90) days by a GRF Building Inspector and the Mutual director assigned to the respective building. Inspections shall be conducted

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during the months of January, April, July and October. The inspection in April may be waived during the years that the Fire/Safety Inspection is conducted. The inspection of vacant units for sale will not be posted. The inspection for unoccupied and seasonal-use units will be posted at least twenty-four (24) hours prior to the inspection. Letters for posting are available through the Physical Property Department office. During the inspection, if any violations are found that are the responsibility of the Shareholder, the Shareholder must affect the repairs, maintenance or replacements as needed within the timeframe specified. In accordance with the Qualifying Resident's Occupancy Agreement, if the shareholder fails to affect the repairs, maintenance or replacements in a manner satisfactory to the Mutual, the Mutual may do so and add the cost thereof to the Shareholder's next monthly Assessment.

There will be a maintenance/inspection charge for vacant, unoccupied or occasional use Units in the amount of twenty-five dollars (\$25.00) per inspection.

2.9. Section 2.9 – Co-Occupant

The community facilities of the GRF are maintained for the use of members of GRF and Qualifying Residents of the Mutual(s), subject to the following exceptions:

2.9.1. Co-Occupants

2.9.1.1. Senior citizens, as defined in California Civil Code Section 51.3 (b)(1), who are not Shareholders of the Mutual, but are approved by the Mutual to reside with a Qualifying Resident, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee.

2.9.1.2. In order to comply with Section 51.3 of the California Civil Code, the following people may reside in the Mutual: (1) a person who is fifty-five (55) years of age or older; (2) a person who has completed the Co-Occupant Application; (3) a person who has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the Unit; (4) a person who has paid the required Amenities Fee to the GRF.

2.9.2. Qualified Permanent Residents. Qualified Permanent Residents are persons who are not senior citizens as defined in Civil Code Section 51.3(b)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under Civil Code Section 51.3(b)(2). Such Qualified Permanent Residents shall be entitled to use all of the community facilities upon payment of a fee

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equal to the Amenities Fee.

2.10. Section 2.10 – Health Care Providers (Caregivers)

In order to work as a caregiver in the Mutual, a caregiver must comply with the following:

2.10.1. Business License. The Mutual recommends that all Caregivers have a valid business license, issued by the City of Seal Beach and/or work for an agency with a valid business license, issued by the City of Seal Beach.

2.10.1.1. Exceptions to 2.10.1. A family member of a Qualifying Resident, who is acting in the capacity of a caregiver is exempt from possessing a business license but must apply and receive a caregiver's pass and badge.

2.10.2. Driver's License. Any caregiver working in Mutual Eleven must have a valid driver's license if driving a vehicle into Leisure World.

2.10.3. Pass and Badge Requirements. All caregivers (including family members without a business license) as an individual, or through an agency, must apply and receive a caregiver's pass and clear badge holder through the GRF Stock Transfer Office. The Pass must: (1) be renewed every six (6) months; (2) be worn in clear sight at all times; and (3) may not be transferred or lent to anyone.

2.10.4. Caregiver's Use of Laundry Facilities

2.10.4.1. Part-time caregivers may use laundry facilities for Shareholder's laundry only. Part-time caregivers who use Mutual laundry facilities for their personal or family use will be permanently banned from the Mutual.

2.10.4.2. Caregivers who serve as 24-hour caregivers, and live within the Qualifying Resident's Unit, may use washers and dryers for their personal use, but may not use the washers and dryers for other family members or friends.

2.10.5. Qualifying Resident's Requirements. In order to establish that a Qualifying Resident requires 24/7 care from a Caregiver, the Qualifying Resident must present a doctor's note, stating that 24/7 care is necessary. The note must be on the doctor's original letterhead and must be an original document. The requirement to obtain a doctor's note does not apply to a Qualifying Resident that requires part-time care.

2.10.6. Caregiver Actions. Caregivers, as an invitee or the Qualifying Resident, must act in compliance with the Rules and Regulations of the Mutual at all times. Specifically, a Caregiver must cease any noise that could be considered disruptive (i.e. no loud televisions,

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radios, or talking, so as not to disturb the quiet enjoyment of other Qualifying Residents and Shareholders), after 10:00 p.m. Caregivers are not allowed to have guests or invitees, including without limitation, family members or friends, to the Unit or anywhere within the Mutual. Caregivers shall not bring any pets into the Mutual and/or Leisure World. Caregivers shall not utilize any Mutual and/or GRF community facilities.

2.10.7. Caregiver Parking. If a Qualifying Resident does not own a vehicle, the Qualifying Resident's caregiver may use the carport space associated with the Qualifying Resident's Unit, for purposes of parking their own vehicle, only after obtaining a temporary parking permit through the GRF Stock Transfer Office. Such temporary parking permit must always be clearly displayed on dashboard of the caregiver's vehicle.

2.11. Section 2.11 – Non-Qualifying Resident Shareholder Residency – Inheritance of Share of Stock

If a Non-Qualifying Resident Shareholder inherits a Share of Stock and desires to become a Qualifying Resident of the Mutual and member of the Golden Rain Foundation, such individual shall meet the eligibility criteria with reference to age, financial ability, health and character as set forth in the Mutual's Rules and Regulations and/or Policies and the Golden Rain Foundation Policies, subject to an interview by representative(s) of the Mutual. The Unit related to the inherited Share of Stock will be inspected by the Mutual to determine whether it has been properly maintained, repaired and meets the Mutual regulations. Unless any such repairs are a Mutual responsibility, items noted in the inspection as being deficient will be corrected at the Shareholder's expense. The Mutual will charge the inheriting Shareholder a fee of two hundred fifty dollars (\$250.00) for the inspection process.

2.12. Section 2.12 – Personal Property Liability Insurance

All Shareholders (whether residing in the Unit or not) must carry general liability insurance (either in the form of an HO6 policy or a renter's policy) with proper liability coverage. The general liability insurance policy shall cover the entirety of the contents within the Unit, any damage to the interior of the Unit, any damage to property owned by third-parties, and any personal injury occurring in the Shareholder's Unit or adjacent property, for which the Shareholder is responsible. The general liability insurance policy requirements are set out below. The Shareholder shall: (1) obtain and maintain a general liability insurance policy, at his/her/its sole expense; (2) be liable for the cost of any deductible their policy has with respect to any claim for which a Shareholder is

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insured and is liable; (3) obtain general liability insurance in an amount sufficient to cover personal injury to other persons who may be injured in their Unit or on other property for which the Shareholder is responsible, but in no event less than three hundred thousand dollars (\$300,000.00); (4) ensure that the general liability insurance policy covers personal property stored or parked on the street or in the carport, such as property stored in or under the storage cabinets; (5) if a pet owner, policy must cover the Shareholder in the event Shareholder's animal causes bodily injury or property damage to a third party; and (6) obtain coverage for additional living expenses, for no less than twelve (12) months, should the Shareholder be unable to occupy the Unit for any period of time while repairs are made to the Unit.

The Shareholder and/or Qualifying Resident must provide the Mutual with proof of insurance within thirty (30) days from the date the Qualifying Resident executes the Occupancy Agreement, or within thirty (30) days from the date the Mutual demands a copy of the same. The Shareholder is not relieved of any liability due to the Shareholder's failure to insure their property.

Notwithstanding any other provision in the Governing Documents, each Shareholder shall be liable for his/her/its own negligent or intentional actions resulting in damage to property or personal injury, including the cost of any Mutual insurance deductible that Shareholder causes the Mutual to incur. The Shareholder is solely responsible for the cost of any damage caused by his/her/its own negligent or intentional actions, including repairing or replacing any damage he/she/it causes to any personal property in the unit, including without limitation, furnishings, interior improvements, floor and wall coverings, appliances, fixtures and any damage to the unit, any other unit, or the building caused by water intrusion from whatever source, fire, or any other cause.

The Mutual shall only be responsible for the routine maintenance, repair, or replacement of Common Areas or facilities and for its own or its agents' and employees' negligent or intentional acts. Shareholder is responsible for any damage caused by the failure of Shareholder's standard fixtures, appliances and plumbing systems.

Although a Shareholder may be unable to occupy the Unit while repairs are being made, the Shareholder shall, nonetheless, be responsible for any living expenses incurred during repairs and the monthly assessment on the Shareholder's Unit regardless of who caused the damage. The Shareholder, may, however, seek indemnification from any and all individuals and entities who are liable for the damage making the Unit inhabitable.

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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.

3.2. Section 3.2 – 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 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 Shareholder. 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 the Mutual President or designee 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.

3.3. Section 3.3 – Mutual not Responsible for Damage

The Mutual is not responsible to any Shareholder, or any successor Shareholder, for any damage to any Unit, regardless of the date of installation or

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cause of damage or failure.

3.4. Section 3.4 – 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 inches (19"). 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.

3.5. Section 3.5 – 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, single-sided foam tape must be applied between the frame and skylight dome. Further, the skylights must meet the following specifications: (1) size must be thirty-two inches (32") by sixty-four inches (64"); (2) number of skylights per Unit: one (1) bedroom Units may have two (2) skylights and two (2) bedroom Units may have three (3) skylights; (3) location must be over entry way, over front patio, in front of bedroom, in front of living room, kitchen, and/or bathroom; and (4) position must be thirty inches (30") in from building stucco wall/long side of skylight parallel with rafters/a long side of skylight across the rafters (middle rafter may be cut and headered in).

3.6. Section 3.6 – 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 must have a separate circuit. On resale of the Mutual Share related to the Unit, the new Shareholder will assume responsibility for the maintenance.

3.7. Section 3.7 – Ceiling Fans

Ceiling fans may be installed in any location provided that they meet the City of

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Seal Beach's specifications of a six feet (6'), eight inches (8") 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.

3.8. Section 3.8 – Notification of Remodeling

The Physical Property Department is instructed to notify the Qualifying Residents of all adjacent Units that share common entryways of the intent and scope of all proposed remodeling work. Any adjacent Qualifying Resident 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. A record of all notifications must be maintained in the Physical Property Department.

3.9. Section 3.9 – Washers and Dryers in Unit

Washers and dryers may be installed in a Shareholder's Unit by contacting the Physical Property Department for a permit. Washers and dryers shall not be installed on a shared/common wall. Any washer and dryer in a Shareholder's Unit, of any make or model, whether side by side or stackable, shall be cleaned every two (2) years, 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 (2) 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 other year, the GRF Building Inspector will compile a list of all units containing a washer and dryer.

New washers 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 water alarm behind the washing machine unit at the floor. 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

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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.

3.10. Section 3.10 – 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 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: (1) a Sound insulation board applied to all surrounding walls, floor to ceiling, with drywall mud and tape; (2) the shower trap shall be replaced using an all-glue ABS trap and a two-inch (2") trap with accessible clean out shall be maintained; (3) all new water piping shall be copper pipe. Water tie-ins shall be in the attic with ball valve shut offs; (4) twenty-four inches (24") by twenty-four inches (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; (5) 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 seven (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; (6) 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 (7) the main electrical panel must be upgraded to a 125-amp

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square D electrical panel with a 100-amp main breaker, if necessary, to provide sufficient circuit breakers. A sub-panel is not permitted.

3.11. Section 3.11 – 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.

3.12. Section 3.12 – 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, Qualifying Resident, guest or invitee who is injured due to the contractor's failure to safely secure the work area.

3.13. Section 3.13 – Concrete

Any new concrete work being done at a Unit must include a twelve-inch (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.

3.14. Section 3.14 – 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 (2) applications of a ten percent (10%) solution when drier than normal; one application of fifteen percent (15%) solution when normal

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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 one-inch (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 one-inch (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 primed and painted with the approved paint. The Mutual will maintain the maintenance responsibility for the exterior wood members upon completion and approval of the work.

3.15. Section 3.15 – Drywall

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

3.16. Section 3.16 – Plumbing

The Shareholder shall ensure that if any work is to be done on exposed original plumbing, (water/sewer) that 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. 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 1/4 metal angle stops are allowed for all plumbing fixtures. Toilet supply lines shall have metal nuts.

3.17. Section 3.17 – 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 circuits with 100-amp main shut off. No sub panels when remodeling.

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840 All electrical boxes in the common walls shall be metal, not plastic. All remodels
 841 shall require high efficiency lighting such as LED, Gu24, or fluorescent tube. No
 842 screw in bulbs will be permitted.

843 **3.17.1. Electrical Panel Inspection and Maintenance**

844 **3.17.1.1. Standard Interior Electrical Panels.** All standard interior
 845 electrical panels shall be serviced and maintained for proper
 846 use and function at the time of escrow or at fire inspections
 847 (whichever comes first) and will receive a dated service
 848 sticker affixed to the interior electric panel at the time of
 849 service. All standard interior electrical panels will then be
 850 serviced and maintained every five (5) years, per the
 851 maintenance schedule providing a dated service sticker
 852 affixed to the interior electrical panel at the time of service.
 853 All expenses associated with said services will be paid for
 854 by the Mutual, including any necessary repair costs.

855 **3.17.1.2. Non-Standard Interior Electrical Panels.** All non-standard
 856 interior electrical panels shall be serviced and maintained
 857 for proper use and function at the time of escrow or at fire
 858 inspections (whichever comes first) and will receive a dated
 859 service sticker affixed to the interior electrical panel at the
 860 time of service. All non-standard interior electrical panels
 861 will then be serviced and maintained every five (5) years per
 862 maintenance schedule providing a dated service sticker
 863 affixed to the interior electrical panel at the time of service.
 864 All expenses associated with inspection services will be
 865 paid for by the Mutual. Any repair cost will be borne by the
 866 Shareholder. A qualified electrician will identify that proper
 867 hardware equipment is standard mounted to the structure,
 868 and that the electrical components are connected and
 869 energized correctly and to code, along with proper
 870 grounding. Any items not in compliance with city code
 871 and/or manufacturing installation specifications must be
 872 repaired immediately and noted.

873 **3.17.2. Padmount Transformers.** Transformers are mounted on cement
 874 pads throughout the Mutual which provide electrical power for the
 875 Mutual. Such Transformers are the property of, and under the control
 876 of, the Southern California Edison Company. The Southern California
 877 Edison Company has served notice that the immediate area around
 878 the transformers must be kept clear of any material that could interfere
 879 with the safe entry by workmen. The Mutual, all Qualifying Residents
 880 and Shareholders must comply with any laws and directives of the

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Southern California Edison Company by keeping the area in front of the transformer door clear to a distance of eight feet (8'), keeping any shrubbery growing near the transformer sides trimmed to prevent any growth from hanging down inside any fence around the transformer, removing any potted plants that might be placed on top of any such fence, and completely removing any growth that would interfere with the safe access to the transformer door. The Mutual's landscaping company is instructed and authorized to prune and trim from time to time as necessary to comply with State safety laws and Southern California Edison Company directives.

3.18. Section 3.18 – Draft Stopping

Draft Stopping will be required within the attic space along the sides of the unit, but not at the attic corridor under the ridge. Draft Stopping 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 sheeting. Draft Stopping need only be installed in such a manner as to remain in place with minimal framing/backing required.

3.19. Section 3.19 – 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.

3.20. Section 3.20 – Flooring

Shareholders must apply for and receive a GRF Building Permit prior to installing flooring within their Units. A GRF Building Permit is required for the installation of all flooring types, including carpet. Shareholder must include a sample of all flooring to be installed, and flooring manufacturer's specifications, which must be attached to the application for the GRF Building Permit. Outside porches require a crack isolation barrier. Porch flooring transition to entry walks are Shareholder's responsibility and must be made flush by raising concrete entry walls. The Shareholder understands that the Mutual is not responsible for damage to or failure of flooring purchased and installed by the Shareholder, or any previous Shareholder of a Unit.

3.21. Section 3.21 – 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

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GRF Physical Property Department 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.

3.22. Section 3.22 – Appliances

A Qualifying Resident that has lived in his/her Unit for six (6) 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 Qualifying Resident and/or the contractor. The Qualifying Resident 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, and ceiling heater/vent/light units.

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. If a shareholder wishes to purchase a refrigerator with an ice maker, they will be required to have a permit pulled to install a 'stop leak' device. No refrigerator with an ice maker feature may be installed without a 'stop leak' device. Any and all damage caused by the absence of such a device, will be the responsibility of the shareholder.

3.23. Section 3.23 – SmartBurners

All Units shall have SmartBurners installed at the Mutual's cost. If the standard stove top is not present in the Unit, the Mutual will provide some other fire safety option, when reasonable. Deviation from a Mutual standard stove top requires: (1) approval from the Building Inspector in regard to fire safety; and (2) that Shareholder must return the full set of four (4) SmartBurners to the Mutual. The Shareholder shall be responsible for replacement costs if any of the four (4) SmartBurners are missing.

3.24. Section 3.24 – Exterior Coverings and Blinds

Plans for all exterior coverings and/or blinds on windows, doors, doorways, and

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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 Qualifying Resident's 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.

3.25. Section 3.25 – 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 (1) seam at the middle of the building. The install will be at least one half (1/2) 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. All rain gutters shall be replaced on remodeled Units. A five-inch (5") rain gutter shall be placed the entire length of the unit with no seams above the walkway (entryway). A 24-inch hole shall be drilled in the gutter and a proper downspout inserted. Caulking shall be done with Rain-buster Caulking or another approved caulking.

3.25.1. Downspouts. One (1) downspout is required on all one-bedroom units. Two (2) evenly spaced downspouts are required on two-bedroom units. The proper grade is to be on the lower downspout elbow, with extension over the flowerbed terminating at the outer edge of the scallop edging.

3.26. Section 3.26 – 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".

3.27. Section 3.27 – 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,

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or an equal and equivalent device approved by the Mutual Board.

3.28. Section 3.28 – Performance Bonds for Construction Work over Ten Thousand Dollars

Permits for any construction work performed in the Mutual valued at more than ten thousand dollars (\$10,000.00) 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.

3.28.1. Working Hours – Contractors. Contractors engaged by a Qualifying Resident and/or Shareholder for the purpose of performing interior or exterior remodeling or installing or removing equipment and/or appliances associated with such work on the Units will be permitted to do so only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

3.29. Section 3.29 – Roof Extensions

A Shareholder may apply to extend the roof structure to cover the existing porch area adjacent to the Shareholder's Unit. The construction must conform to the plans and specifications approved by the architect of the Los Angeles Office of the Federal Housing Administration and a building permit must be obtained from the City of Seal Beach, California. The Shareholder agrees that title to the remodeling and addition shall vest in the Mutual.

3.30. Section 3.30 – Roof Leaks

When a roof leak occurs in a Mutual building, and if a roofing contractor fails to effect warranty repairs within fifteen (15) working days from notification by the Physical Property Department, the Service Maintenance Department will make such repairs.

A Qualifying Resident should report any known or suspected roof leaks to the Mutual Board and/or the Service Maintenance Department. The leak will then be recorded in the Roof Leaks Log by the Physical Property Department. The Physical Property Department Secretary will report the leak to the appropriate GRF Building Inspector, and the GRF Building Inspector will initiate a Roof Leak Report. The GRF Building Inspector will determine whether the leak is under warranty and, if not, whether it is the responsibility of the Mutual or the Qualifying Resident to repair.

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If the leak is under warranty, the GRF Building Inspector will provide written notice to the contractor holding the warranty. The contractor is given a period of fifteen (15) working days to repair the leak.

If the leak is not repaired within fifteen (15) working days by the contractor holding the warranty, the Inspector must notify the Service Maintenance Department to perform the work. Upon completion, the Service Maintenance Department will prepare a monthly status report on assigned roofs and will issue a copy to the Mutual and Physical Property Department and forward a service repair order to accounting to invoice the contractor. The Inspector will notify the Physical Property Department Secretary to record the job as complete in the Roof Leaks Log.

If the leak is not under warranty and is the responsibility of the Mutual, the GRF Building Inspector must report the leak to the Service Maintenance Department. The Service Maintenance Department will perform the work and prepare a monthly status report on assigned roofs and will issue a copy to the Mutual and Physical Property Department. The Service Maintenance Department will generate a service repair order and invoice. The GRF Building Inspector will notify the Physical Property Department Secretary to record the job as complete in the Roof Leaks Log.

3.31. Section 3.31 – 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 Physical Property Department or Mutual President or designee. The only person within this Physical Property Department who may give such permission or approval is the GRF Building Inspector or the GRF Physical Property Facilities Director, or their specific and assigned designees. This prohibition includes: (1) any Shareholder, even if such Shareholder is an occupant of the building whose roof or attic is being accessed; (2) any other person related to, or associated with, any other resident or Shareholder such as a caregiver, a relative, or guest; (3) any contractor of any sort for whom access had been requested or granted for an existing contract, any prior contract, or for the purpose of bidding on a future contract; and (4) any public official such as an inspector or other legal authority without proper, documented permission. Emergency circumstance to protect person or property, of course, preempt and all such restrictions and limitations.

3.32. Section 3.32 – 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

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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.

3.33. Section 3.33 – Liners for Decorative Block Walls

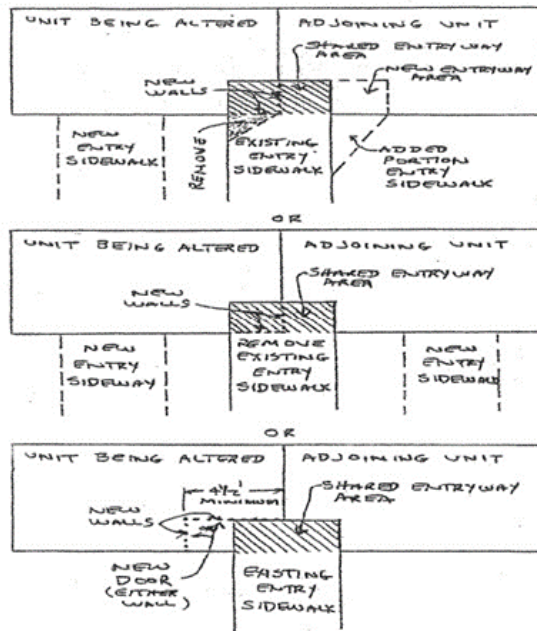
A Shareholder is not permitted to use organic materials, such as plywood, to line decorative block walls.

3.34. Section 3.34 – 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.

3.35. Section 3.35 – Common Entry Walkways

When two (2) 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 (4’), six inches (6”). The total width will include three-inch (3”) buffers on each side if decorative stone is being used.

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

3.36.1. All heat pump systems must: (1) be ductless; (2) meet requirements for energy usage to qualify for a rebate when Southern California Edison rebates are available; (3) meet requirements for acceptable sound levels; and (4) not disturb the present ceiling heat system so it can be reactivated, if required.

3.36.2. A duct heating and cooling system is part of a complete Unit remodel if: (1) installation of HVAC (Heating, Ventilating and Air Conditioning) units 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 Qualifying Resident; (2) the compressor is to be installed on a 4-inch cement slab when remodeling outside walls or on two inches (2") to three inches (3")

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- 1136 plastic slab when not remodeling outside walls (cement slab
1137 preferred); (3) ground must be tamped (compressed) firmly so that the
1138 unit will not shift.
- 1139 **3.36.3.** The concrete pad for split duct systems (heating/air) shall be a total of
1140 six and a half inches (6.5") thick: either three inches (3") below grade
1141 and three and a half inches (3.5") above grade or three and a half
1142 inches (3.5") level with the grade; and the fiberglass pad supplied by
1143 the manufacturer, anchored to the concrete pad, shall be used in a
1144 proper fashion.
- 1145 **3.36.4.** Exposed areas: All exposed refrigerant lines on the exterior walls or
1146 ceiling of the building shall be covered by a sheet metal cover. All
1147 exposed lines (beginning and end) must be covered with either sheet
1148 metal and/or expandable foam so these areas are flame proof, insect
1149 and vermin proof, and rot resistant.
- 1150 **3.36.5.** The compressor is not to exceed fifty-four 54 decibels and the air
1151 handler unit in the attic cannot exceed 44-decibel sound level, per City
1152 of Seal Beach Building Code. If the noise level exceeds either of these
1153 decibel sound levels, the Qualifying Resident is responsible to have
1154 the HVAC unit or units repaired immediately. If the Qualifying Resident
1155 does not have the HVAC unit or units repaired, the Qualifying Resident
1156 may not use his/her HVAC unit(s). If the Mutual has to repair the HVAC
1157 unit, due to the failure of the Qualifying Resident to repair the unit, the
1158 Qualifying Resident will be billed for all expenses incurred with such
1159 repair, including without limitation, attorneys' fees. If the heating part
1160 does not work, the Qualifying Resident is responsible for providing
1161 alternate heat, if a Qualifying Resident of that Unit has had the Mutual
1162 ceiling heat made inoperable.
- 1163 **3.36.6.** Attic access. There must be inside attic access from the inside of the
1164 Qualifying Resident's Unit or from the outside (for end Units only), so
1165 the HVAC unit may be serviced and maintained (as it is the
1166 responsibility of the Qualifying Resident to maintain it). Condensate
1167 line in the attic must be rodent-proof. If the attic access has to be cut
1168 in, the attic access cover shall be a combination of plywood laminated
1169 to a 5/8-inch type X drywall; the drywall facing the attic side.
- 1170 **3.36.7.** Exterior heat pumps (permit required) shall be placed in front of a Unit,
1171 unless the Mutual Board grants an exception. All new installations of
1172 air conditioners and heat pumps shall be mounted on a 4-inch
1173 concrete slab and have a 6-inch wide, 6-inch deep footing installed
1174 under the front side of the slab and comply with City of Seal Beach
1175 regulations.
- 1176 **3.36.8.** On the occasion of change of ownership and with a charge against

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escrow, existing heat pumps not currently on a concrete base with a footing as described above shall be corrected by installing a manufactured fiberglass base over a concrete footing which is six inches (6") wide and six inches (6") deep across the full front edge of the fiberglass base. Central air conditioning and forced air units still require an 8-inch concrete footing.

3.36.9. 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 (6') of line running from the breaker box to the wall heater(s).

3.37. Section 3.37 – 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 3.37, 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.

Qualifying Resident's shall not create an unsanitary or rodent and insect inviting condition or fire-loading conditions, as defined in this Section 3.37 or in Section 1001.11 of the 1997 Uniform Housing Code referenced above. Further, a Qualifying Resident shall not store within their Unit, or on their porch, 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.

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SEAL BEACH MUTUAL NO. ELEVEN**Rules and Regulations****3.38. Section 3.38 – Unit Fire Inspections and Special Unit Inspections**

Each Unit will be inspected at the regular annual or bi-annual 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.

3.39. Section 3.39 – Plumbing Stoppages

The Mutual shall be responsible for any cost related to all plumbing stoppages, unless such stoppage is caused by the negligence or misuse of the Qualifying Resident, Shareholder and/or guest, except that all costs related to any toilet stoppages in the Mutual are the responsibility of the Qualifying Resident/Shareholder.

4. ARTICLE IV – PORCHES/PATIOS/GOLF CART PADS**4.1. Section 4.1 – Patios**

Qualifying Residents may submit an application to construct a patio, or may request, from the Board, the right to temporarily use common area patios for the Qualifying Resident's personal use, and the Board, in its sole discretion, may grant such request, subject to the execution of a use and indemnity agreement; however, patios shall remain common area property at all times. Any use permission of the patios granted by the Board may be revoked by the Board at any time, should the Qualifying Resident fail to comply with the terms included in the Governing Documents and the use and indemnity agreement. The Qualifying Resident's plans and specifications must be in accordance with the Mutual's requirements as set forth in the Governing Documents. Pursuant to Section 3.1 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.

4.1.1. Patio Definition. A "Patio" is defined as an area outside of, and adjacent to, the exterior walls of an individual Unit, and which is covered by a hard, non-grass surface, as more particularly described herein.

4.2. Section 4.2 – Patios Sizes**4.2.1. Front Patio**

A Front Patio may be seven feet (7'), six inches (6") deep, as measured from the building wall, and may be no more than fourteen

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feet (14') wide in hardscape including any paving edge. A planted border or hedge, up to eighteen inches (18") wide (including a required six-inch (6") mow strip), and up to thirty inches (30") high, is permitted,

4.2.2. End Patio

End Patios are only applicable to corner units. End Patios may be ten feet (10') deep, as measured from the building wall, and may be no more than fourteen feet (14') wide in hard scape including any paving edge. A planted border or hedge, up to eighteen inches (18") wide (including a required six-inch (6") mow strip), and up to thirty inches (30") high is permitted.

4.3. Section 4.3 – Patios Rules

4.3.1. Use Restrictions.

The Board retains sole discretion regarding items that may be stored and/or placed on patios.

4.3.2. Items to be Stored on Patios.

The following list of prohibited items and permitted items is not comprehensive. If a Qualifying Resident and/or Shareholder is unsure whether a particular item may be stored on the Patio, he/she must contact the Board. It is the Qualifying Resident and/or Shareholder's responsibility to remove any items that violate this Section 4.3.2 within ten (10) days of notice of such violation.

4.3.2.1. Prohibited Items. Bicycles, golf carts, walkers, shopping carts, appliances, (including refrigerators), cabinets, work benches, carpeting, rugs, or Astro-turf may NOT be stored or placed on Patios at any time.

4.3.2.2. Permitted Items. Barbeques, patio furniture (in good condition), one (1) table, one umbrella, and potted plants may be placed on Patios.

4.4. Section 4.4 – Maintenance of Patios

The maintenance, repair and replacement of any components of the patio will be the responsibility of the Qualifying Resident/Shareholder.

4.5. Section 4.5 – Patio Liability

The Qualifying Resident/Shareholder is responsible and agrees to be liable and indemnify the Mutual for all damage to any persons or property located within Leisure World caused by the Qualifying Resident/Shareholder's use of the patio area. The Qualifying Resident/Shareholder shall secure liability insurance coverage with regard to the use of any Patio area. Such insurance policy or policies shall contain a policy limit of no less than three hundred thousand dollars

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(\$300,000.00) in coverage, and shall cover a risk of loss.

4.6. Section 4.6 – General Patio Requirements

4.6.1. Patios must be removable.

4.6.2. Construction of Patios can be done with the use of individual stones, brick, or composite, planking or the like, laid on a gravel and sand bed, or laid on a poured slab. Wood cannot be used to construct a patio. Interlocking pavers may be used when installed per manufacturer's instructions.

4.6.3. Patios, including border, mow strip or paving edge, shall be set back at least thirty-six inches (36") from any sidewalk.

4.6.4. Patio plans must be reviewed by the Landscape and Architecture Committee and authorized by the Board. Approval of Patio plans will be on a site-specific basis and in the Board's sole discretion. Any plans not approved within sixty (60) days shall be deemed denied.

4.6.5. Patios must be installed by a licensed contractor, with all required permits, including, without limitation, any permit required by the Mutual, the GRF, and/or the City of Seal Beach. Contractors must be insured and bonded, with no exclusions or endorsements which would preclude payment of claims and must name the Mutual as an additional insured.

4.6.6. Each Qualifying Resident/Shareholder hereby acknowledges that, due to the location, size, and purpose of Patio areas, that Patio areas are generally inaccessible and not for general use to the Shareholders of the Mutual at-large.

4.7. Section 4.7 – Porches

A "Porch" is the surface covered by the building roofline and may not extend beyond the roofline. A Porch is allowed for exclusive use by the terms of the Occupancy Agreement for each unit.

4.8. Section 4.8 – Maintenance of Porches

The maintenance, repair and replacement of any components of the Porch will be the responsibility of the Qualifying Resident/Shareholder.

4.8.1. Emergency Egress – Windows and Walkways

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

4.8.2. Emergency Egress – Doors

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No Porch 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 Porch 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.

4.8.3. Storages – Open Patios

After the initial 30-day move-in period, the following items may not be stored or placed on open Porches: (1) any type of food, including birdseed, dog or cat food except in airtight containers; do not leave pet dishes with food on the Porch; (2) cardboard boxes; (3) highly flammable items, old newspapers, magazines, etc. (unless stored in approved containers). Gasoline-operated equipment or gas cans, flammable chemicals; (4) laundry hung for airing or drying; clothing or other items may not be hung on shareholders' patios; (5) nonworking refrigerators or freezers; (6) on un-gated patios: unattended pets or pets in permanent outdoor kennels or caged (including birds); (7) spas or hot tubs, indoor upholstered furniture;

4.8.4. Patio Décor

Screens, panels, or drapes to block the sun must be of outdoor fire-retardant fabric and must be maintained. Porch décor must be in good taste, and obscene or offensive objects are prohibited.

4.8.5. 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.

4.9. Section 4.9 – Golf Cart Pads

A temporary parking or charging pad ("Golf Cart Pad") may be installed adjacent to a Unit, pursuant to the following requirements: (1) all Golf Cart Pad requests must be submitted in writing to the Mutual Board and must be accompanied by

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a photo of the proposed location. Board approval will be on a case-by-case basis; (2) a permit must be obtained from the GRF Physical Property Department before a Golf Cart Pad is installed; (3) the Golf Cart Pad shall be constructed of interlocking concrete pavers that sit on a bed of sand; (4) the Golf Cart Pad must not exceed five feet (5') wide; (5) the cost of installing a Golf Cart Pad will be at the Qualifying Resident/Shareholder's expense; (6) any modifications to the existing sprinkler system required as a result of the approved construction of the Golf Cart Pad installation, shall be done at the expense of the Qualifying Resident/Shareholder. Any such work must be performed by the Mutual's contracted landscaper; (7) in no case shall more than one Golf Cart Pad per Unit be approved; (8) Golf Cart Pads can only be used for parking and charging electric carts. All other uses of the pad are prohibited; (9) Golf Cart Pads must be removed by the Qualifying Resident/Shareholder, at his or her expense, if Qualifying Resident/Shareholder no longer has an electric cart; (10) all electric carts must have an approved Leisure World decal from the GRF Security Department; (11) all electric carts shall have a rear-view mirror, directional signals, headlights, taillights and brake lights in good operating condition. Headlights shall be used when driving in darkness; (12) the Board requires that any electric cart owner obtain sufficient insurance to protect themselves in case of personal injury or damage to the Mutual's property or another person's property; (13) the Golf Cart Pad shall be removed upon the resale or transfer of the Share of Stock, at the seller's expense, unless the buyer has an electric cart and agrees, in writing, to adhere to the requirements contained in the Governing Documents.

Parking of an electric cart may be permitted on the grass temporarily.

5. ARTICLE V – LANDSCAPE MAINTENANCE MANUAL**5.1. Section 5.1 – Gardens**

A garden is a planting area, of soil, pavers, or pots/plants only, outside the building and uncovered, except for the roofline.

5.2. Section 5.2 – Garden Area Sizes

All Qualifying Residents/Shareholders have the privilege of a garden area (or flower bed area) in front of their Unit defined by this policy as being up to seven and a half feet (7 1/2') deep, including concrete, stone or brick mowing edge, along the outside frontage length of the unit measured from the face of the building toward the sidewalk. End of building garden units may be the same maximum seven and a half feet (7 1/2'). All garden areas must maintain a distance of at least three feet (3') from any common sidewalk. All garden areas

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are site-specific and must be approved by the Board. Shareholders expanding garden areas beyond the “set limits” (four feet (4’) front, five feet (5’) side/end) are responsible for maintenance of the entire garden area. Failure to adequately maintain said garden area will result in the Mutual doing so at the Qualifying Resident/Shareholder’s expense.

5.3. Section 5.3 – Prohibited Uses of Garden Area

Front and side gardens may not be used as storage areas. Items such as garden soil, empty pots, garden tools, potting tables, cabinets, scaffolding, shelving, bikes, kayaks and/or surf boards are prohibited in front and side gardens and may not block Unit windows. However, a box with earthquake material is allowed.

5.4. Section 5.4 – Entrance Walkways

Entrance walkways, from the sidewalk to the structure/porch, must be kept free always of potted plants and all other impediments, including electric carts. Nothing that will in any way impede the full use of the thirty-six inches (36”) wide walkway and entry from the sidewalk to the entrance onto the porch is permitted to remain on the walkway. Plant materials must not extend outside the flower bed limits over scallop borders, walkways, turf areas, or into neighboring flower beds.

5.5. Section 5.5 – Garden Use

Hedges are permitted up to thirty inches (30”) high by eighteen inches (18”) wide. A maximum of eight (8) hanging containers or baskets are permitted (including wind chimes and other artifacts, provided noise does not bother your neighbors). Plants must be kept trimmed, healthy, and be on non-rusting hangers. Seed-type bird feeders are not permitted as they attract mice and other rodents. Hummingbird feeders are permitted.

5.5.1. Containers on the ground in garden area must be decorative. Decorative pots must be at least six inches (6”), but not more than twenty-two inches (22”) in diameter. A maximum of fifteen (15) containers in the specified sizes combined are permitted. Nursery containers are not permitted. Containers that have no drainage holes and standing water are not permitted; they are breeding grounds for mosquitoes.

5.5.2. Freestanding inanimate objects are permitted in garden area but shall be limited to six (6) objects are not to be higher than thirty inches (30”) tall unless authorized by the Board.

5.5.3. Plants and other items of any kind may not be hung from trees or lampposts.

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Planting in turf areas and around common area trees requires Board permission. No pots of any kind may be placed in turf areas or around common area tree wells.

5.7. Section 5.7 – Maintenance of Garden Areas

After cleaning garden areas or raking leaves, Shareholders should place the leaves or debris in the proper trash bins. At the time of escrow or transfer of stock to a new Shareholder, the Mutual Inspector and the Mutual Board will signify any plants, shrubs or trees that need to be removed. The cost of such removal will be the expense of the seller or transferee of ownership. Planting will be in accordance with the current Mutual Rules and Regulations. If the new Shareholder wishes to do the planting, it will be at his/her expense.

5.8. Section 5.8 – Pest Control and Fertilization within Garden Areas

Fertilization and plant pest control within the garden area are the responsibility of the Shareholder. Watering the garden area is also the responsibility of the Shareholder. At the Shareholder's expense, sprinklers may be added within the garden area. Maintenance of sprinklers will be at the Shareholder's expense. Contact your Mutual Director for gardening requests or sprinkler service. Refrain from giving instructions to gardeners.

5.9. Section 5.9 – Garden Planting

The limited planting area in front of a Shareholders' Unit does not allow the planting of trees. Vines that climb or cling to deco blocks or buildings are not allowed, unless confined to a staked trellis that clears the building and roofline by six inches (6"). See Exhibit "C" for a list of plants that are not permitted in garden areas. Additional prohibited plants or flowers may, in the future be added to this list by the Board. See Exhibit "B" for a list of approved plants for garden areas.

5.10. Section 5.10 – Mowing and Edging

In general, the scalloped edge stones or concrete paving, bricks or stone edging will provide an edge for the mowing and edging equipment and must be maintained at the Shareholder's expense. Concrete or concrete pavers, bricks or stone are the only materials approved for paved edging and must be six inches (6") wide and four inches (4") deep in the soil. All approved edging must be pre-approved for installation by the Board and installed by an authorized contractor.

5.11. Section 5.11 – Maintenance

Shareholders are responsible for any damage to wood and stucco surfaces as a

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result of watering hanging plants. Brackets may not be attached to wood or the building for the purpose of building shelves or other scaffolding, except the type of bracket normally used for the American flag, mailbox, water hose, and unit number plates.

5.11.1. The Mutual landscape contractor has the responsibility to prune flowers around common area trees when they are in need of trimming. The Mutual contracted gardeners will trim bushes, rake, and cultivate routinely. Rose bushes are pruned annually, usually in January. Spraying and tending flowers are not standard services provided by the gardeners.

5.12. Section 5.12 – Enforcement

Any Qualifying Resident/Shareholder that does not adhere to the garden policy requirements will, in writing, be advised of the problem(s) to be corrected. If the Qualifying Resident/Shareholder does not correct the problem(s), the Mutual will cause the correction to be made at the Shareholder's expense.

At the time of sale or transfer of the share of unit, any vegetation not in compliance with this policy, including fruit trees, in shareholders garden area, shall be removed and remediated at the seller's expense. Final inspection and signing of escrow shall not take place until the above changes have been completed.

6. ARTICLE VI – TRAFFIC, VEHICLE OPERATION AND PARKING**6.1. Section 6.1 – 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 or 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.

6.2. Section 6.2 – 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.

6.3. Section 6.3 – Definitions Applicable to this Article

6.3.1. Alternative Dispute Resolution (ADR): A method of resolving disputed

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- 1546 other than by litigation involving a neutral third party pursuant to Civil
1547 Code Sections 5925-5965.
- 1548 **6.3.2.** Assigned Parking: A defined parking location that has been
1549 designated for the use of a specific individual or group by the GRF.
- 1550 **6.3.3.** Bicycle/Tricycle: A device with two (2) or three (3) wheels,
1551 respectively, upon which any person can ride propelled exclusively by
1552 human power through a belt, chain or gears.
- 1553 **6.3.4.** Caregiver: A non-shareholder hired or identified by a Shareholder as
1554 providing part-time or full-time care. This person must be registered
1555 with Stock Transfer.
- 1556 **6.3.5.** Commercial Vehicles: A motor vehicle of a type required to be
1557 registered and used or maintained for the transportation of persons for
1558 hire, compensation, or profit or designed, used, or maintained
1559 primarily for the transportation of property. A Commercial Vehicle shall
1560 also mean any type of vehicle, which includes without limitation, a
1561 truck, van or trailer that has one or more of the following traits: (1)
1562 larger than one (1) ton carry weight; (2) bares a prominent business
1563 name or advertisement. If the graphic medium is removable, such as
1564 a magnetically attached sign, this element does not apply when all
1565 such signage is removed and stored out of view; (3) normally
1566 employed or designed for commercial business use, whether or not a
1567 business name or advertisement is displayed; (4) racks, materials,
1568 ladders, tool boxes and/or tools are visible on the exterior of the
1569 vehicle; (5) used to haul any hazardous materials; and/or (6) designed
1570 to carry more than fifteen (15) passengers.
- 1571 **6.3.6.** Due Process: An established course for judicial proceedings or other
1572 governmental activities designed to safeguard the legal rights of the
1573 individual.
- 1574 **6.3.7.** Electric Bicycle: Two-wheeled vehicle supplemented with an electric
1575 motor. It may not be driven on sidewalks.
- 1576 **6.3.8.** Golf Cart: A motor vehicle having not less than three (3) wheels in
1577 contact with the ground, having an unladed weight of less than one
1578 thousand three hundred (1,300) pounds, which is designated to be
1579 and is operated at no more than twenty (20) mph, and has a maximum
1580 width of forty-eight inches (48").
- 1581 **6.3.9.** Internal Dispute Resolution (IDR): California Civil Code Section 5910
1582 and Section 5915 provides that the Mutual Boards shall provide a "fair,
1583 reasonable and expeditious" procedure for resolving disputes
1584 between the Mutual and its Shareholders without charging a fee to the
1585 Shareholder participating in the process. The Shareholder may

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request the Mutual Board to meet and confer in an effort to resolve a dispute. The request shall be in writing. A Shareholder may refuse a request to meet and confer with the Board. The Board may not refuse a request to meet and confer with a Shareholder. The Board shall designate a minimum of two (2) Directors to meet and confer with the Shareholder. The Shareholder may bring another person and/or legal representative to the meet and confer. The parties shall meet promptly at a mutually convenient time and place to explain their positions to each other in an effort to resolve and dispute. Any proposed resolution of the dispute shall be memorialized in writing and brought to the next Mutual Monthly Meeting for the Board's consideration and final approval. All such IDR's are considered to be confidential and may only be discussed in Executive Session. Any final agreement between the Board and the Shareholder shall be in writing and signed by all parties.

6.3.10. Low-Speed Vehicle (LSV): A motor vehicle which is designed to travel in excess of twenty (20) mph with a maximum speed of twenty-five (25) mph. LSV's less than forty-eight inches (48") in width shall be driven in accordance with the rules and regulations established for Golf Carts. LSV's that are more than forty-eight inches (48") in width are prohibited from all walkways and sidewalks.

6.3.11. Mobility Scooter: A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

6.3.12. Motorcycle: A motorcycle has more than a 150cc engine size, and no more than three (3) wheels and has to be registered with the Department of Motor Vehicles ("DMV").

6.3.13. Motor-Driven Cycle: A motor-driven cycle has 149cc or less engine size (CVC Section 405) and has to be registered.

6.3.14. Non-Resident: A person without the right under the governing documents and applicable law to occupy a dwelling within the Mutual.

6.3.15. Parking Permit Binder: A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules. (Examples of exceptions noted in Parking Permit Binder: Extended Qualifying Resident's absence, overnight RV parking, late night calls for overnight guests without a parking permit.)

6.3.16. 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.

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- 6.3.17.** Pedestrian: Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.
- 6.3.18.** Prohibited Vehicles:
- 6.3.18.1.** Aircraft;
 - 6.3.18.2.** Boats, personal watercraft, and their trailers, except as specifically allowed by these Rules in limited circumstances;
 - 6.3.18.3.** 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;
 - 6.3.18.4.** Off-road vehicle (not street licensed) other than a Golf Cart or Golf Car;
 - 6.3.18.5.** Unregistered Vehicle: no current valid State registration;
 - 6.3.18.6.** Vehicle designed to carry 12 (twelve) or more passengers, except any buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.
- 6.3.19.** Recreational Vehicle ("RV"): A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle. Recreational Vehicle shall not include van camper conversions, which are permitted within the Mutual.
- 6.3.20.** Reserved 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).
- 6.3.21.** 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.
- 6.3.22.** Trust Property: All land operated by GRF on behalf of the Mutuels.
- 6.3.23.** Trust Streets: Streets outside of Mutual property.
- 6.3.24.** Unassigned Parking: Not an Assigned Parking space.
- 6.3.25.** Unauthorized Vehicle: A vehicle not permitted to be on Mutual or Trust property.
- Vehicle Use for Recreation ("VUFR"): Boats, boat trailers, all-terrain vehicles ("ATVs"), trailers used to transport ATVs.

6.4. Section 6.4 – 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

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than clear water. Any Prohibited Vehicle parked within the Mutual is subject to immediate towing at the owner's expense.

6.5. Section 6.5 – Parking Permits

Security shall not issue a Leisure World parking permit to any Qualifying Resident of Seal Beach Leisure World unless and until said Qualifying Resident shall have furnished the Security Office with the following: (1) California State car license number (or other State, if not in conflict with California requirements); (2) a valid State Operator's license number (California or other state) with the expiration date for each driver of the vehicle; and (3) satisfactory proof of liability insurance coverage in the minimum limit pertaining to the operation of motor vehicles upon the roads of the state of California.

6.5.1. 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: (1) Shareholders for use on rental or new vehicle; (2) guest of Shareholders; (3) overnight parking permit at request of Shareholder for guest.

6.6. Section 6.6 – General Parking Rules

6.6.1. 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.

6.6.2. 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.

6.6.3. Fire Hydrant – At no time may a vehicle be parked within fifteen feet (15') of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense.

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

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

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

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

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

6.6.9. A vehicle may be parked in a location that is not a marked stall;

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- 1708 however, at no time may it be parked in a manner that creates a traffic
 1709 hazard, interferes with other vehicle access, Pedestrian traffic, or
 1710 access to facilities or equipment.
- 1711 **6.6.10.** Any vehicle without proof of current valid State registration may not be
 1712 parked on Mutual Property at any time.
- 1713 **6.6.11.** Any vehicles without a GRF decal on windshield or pass displayed on
 1714 the dash may not be parked on Mutual Property.
- 1715 **6.6.12.** Trailers not connected to a vehicle are not permitted to be parked on
 1716 Mutual Property. Such trailers may be parked in the Permit section at
 1717 Clubhouse four (4) only with a permit issued by the Security
 1718 Department.
- 1719 **6.6.13.** Pods, moving trailers or similar portable storage units are not
 1720 permitted on Mutual Property without Security Department
 1721 authorization.
 1722 Vehicles in violation are subject to immediate tow away at the vehicle
 1723 owner's expense.
- 1724
- 1725 **6.7. Section 6.7 – Parking Zones**
- 1726 **6.7.1.** Red Zones – Vehicles parked in red zones are subject to immediate
 1727 tow away at owner's expense.
- 1728 **6.7.2.** Fire Hydrant or Fire Lane: No person shall park or leave standing any
 1729 vehicle within 15 (fifteen) feet of a fire hydrant even if the curb is
 1730 unpainted.
- 1731 **6.7.3.** Non-Fire Lanes: A vehicle may not be left unattended.
- 1732 **6.7.4.** Bus Stops: No person shall park or leave standing any vehicle within
 1733 30 (thirty) feet of a bus stop on bus stop side of the street to provide
 1734 for loading and unloading of buses.
- 1735 **6.7.5.** Drive-Up Mailboxes: No person shall park or leave unattended any
 1736 vehicle within 15 (fifteen) feet of the mailbox.
- 1737 **6.7.6.** Blue Zone (Handicapped): Vehicles must display a valid, government-
 1738 issued disabled (handicapped) license plate or placard.
- 1739 **6.7.7.** Green Zone: Parking may not exceed time limit posted by sign or curb
 1740 marking. Notwithstanding the foregoing, unlimited time parking in a
 1741 Green Zone is permitted only when the vehicle is displaying a valid
 1742 government-issued disabled (handicapped) license or placard.
- 1743 **6.7.8.** White Zone: Passenger loading and unloading only. Vehicles may not
 1744 be parked in white zones in excess of 30 (thirty) minutes.
- 1745 **6.7.9.** Yellow Zone: Commercial vehicle loading and unloading only.
 1746 Vehicles may not be parked in yellow zones in excess of 30 (thirty)
 1747 minutes.
- 1748 **6.7.10.** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless

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otherwise restricted.

6.8. Section 6.8 – Qualifying Resident Parking

A Qualifying Resident's vehicle (except an RV or VUFR) may be parked for no more than seventy- two (72) hours in one location without first notifying the Security Department.

6.9. Section 6.9 – 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.

6.10. Section 6.10 – Caregiver Parking

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.

6.11. Section 6.11 – 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.

6.12. Section 6.12 – Overnight Parking Permits

6.12.1. Resident overnight parking is prohibited without a Security Department-issued vehicle decal or Overnight Parking Permit.

6.12.2. Overnight parking by Commercial Vehicles, equipment, and materials utilized in authorized activities conducted for the Mutual or its Qualifying Residents is not permitted without an Overnight Parking Permit issued by the Security Department. This restriction shall not apply to Commercial Vehicles parked in assigned rental spaces in Allen's Alley by Clubhouse Two (2).

6.12.3. 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.

6.12.4. The following vehicles and equipment are prohibited from parking on Trust or Mutual Streets at any time between the hours of 12:00 a.m. and 7:00 a.m., unless otherwise addressed in these Rules: (1) vehicles not displaying a valid GRF decal or Overnight Parking Permit; (2) Recreational Vehicles – except as provided below in Section 6.13, "Recreational Vehicles Restrictions"; and (3) Commercial Vehicles,

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construction/maintenance equipment, storage and disposal units, building materials.

6.13. Section 6.13 – Recreational Vehicles (RV) or Vehicle Use for Recreation (VUFR) Restrictions

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

- 6.13.1.** RV parked at any Mutual Property facility MUST have Security Department-issued decal or a parking permit.
- 6.13.2.** RV or VUFR is parked up to 48 (forty-eight) hours for the purpose of loading or unloading.
- 6.13.3.** 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.
- 6.13.4.** Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
- 6.13.5.** RV or VUFR may not be attached to any external power supply.
- 6.13.6.** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- 6.13.7.** No animals or children are to be left unattended on or within any RV or VUFR at any time.

6.14. Section 6.14 – “For Sale” Signs

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

6.15. Section 6.15 – Repairs

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

6.16. Section 6.16 – 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.

6.17. Section 6.17 – 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

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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.

6.18. Section 6.18 – Carport Use.

Carports are to be used for parking of self-propelled land vehicles in operating condition. Any stored items in the carports must be completely contained in the carport cabinets. Current fire regulations prohibit the storage of fuel oil or any combustible material in the carport areas. All vehicles, when parked in the carports, must be headed in, except motorcycles and golf carts may face out. Bicycles and tricycles in operating condition may be parked under the cabinets in the resident's assigned or rented space. Items such as motorcycles, mopeds, electric carts, electric chairs or scooters, bicycles, tricycles, or wheelchairs may not be parked between self-propelled land vehicles in adjacent carport spaces due to infringement upon another occupant's vehicle space.

6.18.1. A ladder or step stool for access to storage, or shopping cart may be stored in front of the car. Various grease and other contaminants from vehicles may be dried and contained by sprinkling cat box litter which can then be swept up, bagged, and dropped off at the Transportation Department located in the Service Maintenance Department Yard. A clean, dry carport floor is the responsibility of every shareholder.

A motorcycle, electric chair, scooter or electric cart may occupy a carport car space in the absence of a vehicle, but not in addition to a vehicle. As in the case of a car, such parking is the shareholder's responsibility. In the absence of a vehicle, 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 a carport. Parking vehicles in the carport that extend beyond the dripline is prohibited. Car covers are not permitted unless the license plate and LW sticker are visible.

Any damage sustained to the carport is the responsibility of the assigned resident, not a renter of a carport.

During each inspection of the carports by the Mutual Board, a notice will be given to any Qualifying Resident whose carport space is found in violation of this policy. Grease and/or oil drippings on the floor, and improperly stored material, must be removed within ten (10) days or the material will be removed at the Qualifying Resident/Shareholder's expense.

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Qualifying Residents/Shareholders are permitted to build a downward extension to the existing carport cabinet, but the specifications shall be held at the Physical Property Department, and approval shall be obtained from the Board and the Physical Property Department.

6.19. Section 6.19 – Carport Assignments

Carport assignments are controlled by the Mutual and a record of such assignments is kept in the Stock Transfer Office of GRF. Any vehicle parked in a carport must bear a current vehicle decal issued by the GRF Security Department and a current state license plate and registration. No person shall park any vehicle in any carport not assigned to him/her without permission from the Board. 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. The request for a carport reassignment, if approved, is only temporary and is valid only so long as both participating parties agree to the temporary change. One party determining to withdraw from the agreement may do so, as may the successor owner of that party's apartment. The Mutual retains, at all times, the authority to revoke and cancel this temporary change of carport assignment at its discretion. The reassignment of carport spaces, herein provided, will automatically become null and void in the event of a sale of the stock representing the other apartment, with absolutely no exceptions to the rules herein provided.

Carport space may not be rented, exchanged, or used by anyone who is not a verified Qualifying Resident of Mutual Eleven.

The Mutual Board may allow temporary, short-term parking of a vehicle used by a house guest in conjunction with a temporary parking permit issued by the Mutual President.

6.20. Section 6.20 – Carport Cleaning

Carports are cleaned monthly by the Mutual. It is the responsibility of each Qualifying Resident to have their vehicle removed from the carport on the posted date and time for cleaning.

It shall be the responsibility of the assigned Qualifying Resident to maintain the carport floor free of excessive rust deposits, oil, or other foreign matter.

When a carport is found to have excessive matter, the assigned Qualifying Resident shall be notified to clean up the carport.

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When an assigned Qualifying Resident is notified and fails to clean up the carport of excessive matter, the Mutual shall have it cleaned and will bill the assigned Qualifying Resident/Shareholder for all costs.

6.21. Section 6.21 – Secondary Carport Storage Cabinets

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.

6.22. Section 6.22 – Electric Carts & Golf Carts

Shareholders who own oversized golf carts or low speed vehicles ("LSVs") that are designed to carry more than four (4) people must park these vehicles on the street or in the carport. Any cart damaging a sprinkler will result in the owner being responsible for any damage. Shareholders may park any electric vehicle, including automobiles in their assigned carport space.

6.23. Section 6.23 – Sidewalk Traffic Restrictions

6.23.1. 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: (1) emergency medical vehicles belonging to the Health Care Center; (2) service vehicles designated for sidewalk use belonging to GRF; (3) 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.

6.23.2. 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.

6.23.3. Golf Carts or LSVs. Shareholders may operate a golf cart or LSV less

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than forty-eight inches (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.

6.23.4. 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.

6.23.5. Health Care Center and/or GRF Golf Carts or LSVs. Golf carts or LSVs that are designed for sidewalk use and belong to the Health Care Center (“HCC”), GRF, or contractors or vendors doing business with Shareholders of the Mutual may use Mutual sidewalks for business-related purposes. Damage caused by contractors or vendors must be reported immediately to the GRF Security Department and a Mutual Director or risk being permanently banned from the Mutual. Damage caused by contractors or vendors shall be their responsibility.

6.23.6. Newspaper Carrier Golf Carts or LSVs. Newspaper carriers and the like using golf carts or LSVs shall use Trust Streets and carport roadways whenever possible. Carriers shall adjust their routes of travel whenever noise complaints are lodged against the carrier. The Mutual reserves the right to restrict the use of motorized vehicle deliveries or newspapers prior to 8:00 a.m.

6.24. Section 6.24 – 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 VI, 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,

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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.

6.24.1. 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.

6.24.2. Immediate Towing. 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.

6.24.3. 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 4.25 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.

6.24.4. Violations of Article VI. 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

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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. Anyone (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.

7. ARTICLE VII – USE OF LAUNDRY ROOMS**7.1. Section 7.1 – 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, unless they are a live-in caregiver. 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.

7.2. Section 7.2 – Dying/Tinting Fabrics Prohibited

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

7.3. Section 7.3 – 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.

7.4. Section 7.4 – Out of Order Machines

When a washer or dryer is out of order, place an "Out of Order" sign on the machine and notify the Director in charge of that laundry room and provide the number of the machine. Directors' names are posted in each laundry room. If the Director is unavailable, call another Director.

7.5. Section 7.5 – Hours of Operation

Laundry room facilities are available for use between the hours of 7:00 a.m. and 9:00 p.m. only. No machines shall be run after 9:00 p.m.

7.6. Section 7.6 – 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,

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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 two and a half feet (2.5') by three and a half feet (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.

7.7. Section 7.7 – Safety

The Shareholder is responsible for cleaning up after himself/herself. If the Shareholder feels a dangerous situation, safety problem or health hazard 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.

8. ARTICLE VIII – SECURITY CAMERAS/DRONES/SATELLITE DISH**8.1. Section 8.1 – 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:

- 8.1.1.** 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.
- 8.1.2.** The use of cameras for surveillance or security proposes 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.
- 8.1.3.** 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

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- 2118 the Mutual's Governing Documents. Each Shareholder is responsible
 2119 for providing their own insurance coverage in the case of criminal
 2120 activity, property damage, and/or liability.
- 2121 **8.1.4.** Shareholders are responsible for all costs associated with the
 2122 installation, operation, and maintenance of the security cameras.
- 2123 **8.1.5.** Shareholders may not install security cameras in a manner that
 2124 increases maintenance costs for the Mutual. Shareholders shall be
 2125 responsible for all repairs and maintenance costs incurred due to the
 2126 installation of security cameras wherever located.
- 2127 **8.1.6.** Shareholders shall indemnify the Mutual and/or its Shareholders for
 2128 loss or damage caused by the installation, maintenance or use of the
 2129 security cameras, including but not limited to any injuries sustained
 2130 and/or medical costs incurred to any persons installing, maintaining
 2131 and/or removing security cameras.
- 2132 **8.1.7.** Any Contractor employed by Shareholders to provide security camera
 2133 installation, maintenance or removal services must hold all licenses
 2134 which may be required by state law and/or local ordinance, and
 2135 maintain a current policy of public liability, workers compensation, and
 2136 property damage insurance which does not contain any endorsements
 2137 or exclusions for work performed at common interest developments.
 2138 The Mutual, the Mutual's managing agent, and the installing
 2139 Shareholder(s) shall be named as additional insureds on the installer's
 2140 policy of insurance.
- 2141 **8.1.8.** Any incursion into the structure (roofs, walls, etc.) that results in
 2142 damage or water/moisture penetration and any costs incurred related
 2143 to such damage shall be the sole responsibility of the Shareholders to
 2144 fully reimburse the Mutual to repair and remediate such damage.
- 2145 **8.1.9.** If the security camera is removed for any reason, the Shareholders
 2146 shall remediate any holes and/or penetrations that were made relative
 2147 to the installation of the security camera. Shareholders shall be solely
 2148 responsible for restoring the exterior of the Unit, any Mutual property,
 2149 and/or any common area within the Mutual to its original condition,
 2150 prior to the installation.
- 2151 **8.1.10.** When a Shareholder sells his/her Unit, the Shareholder shall require
 2152 the new Shareholder to accept responsibility in writing or to remove
 2153 the security camera and its associated components of the installation
 2154 and restore the property as described above. Should the new
 2155 Shareholder fail to accept such responsibility, the selling Shareholder
 2156 is responsible for removing any security cameras installed.
- 2157 **8.1.11.** Any video footage recordings made by the Shareholder's security
 2158 cameras are the sole property and responsibility of the Shareholder.

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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.

8.1.12. 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.

8.1.13. 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.

8.2. Section 8.2 – 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:

8.2.1. 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

8.2.2. 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.

8.2.3. 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.

8.3. Section 8.3 – Satellite Dish

Any Shareholder that wishes to install a satellite dish, must adhere to the following: (1) Shareholder must obtain a permit to install the satellite dish from the Physical Property Department of the GRF prior to having a satellite dish

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installed; (2) Shareholder must ensure that the licensed company complies with all GRF Physical Property Department and Mutual Eleven's policies, rules and regulations; (3) Shareholder understands that the Mutual has the authority to remove the satellite dish at Shareholder's expense if a permit is not obtained from the Physical Property Department; (4) any damage which may occur to the building or roof during installation, or during the operation of the satellite dish, is the responsibility of the Shareholder and will be paid by the Shareholder; (5) Shareholder must maintain the satellite dish in good condition, both aesthetically and functionally. Should Shareholder fail to maintain the satellite dish in good condition, the satellite dish will be removed at the Shareholder's expense; (6) Shareholder must remove the satellite dish upon the sale or transfer of Unit, at the Shareholder's expense, unless the purchaser of the Unit is willing to sign an indemnity and release agreement with the Mutual; and (7) Shareholder's contractor must install and wire the satellite dish pursuant to the Mutual's requirements and conditions for an 18-inch satellite dish.

8.3.1. Mutual Requirements and Conditions for a Satellite Dish; Mount Locations; Cable Routings; Groundings.

- 8.3.1.1.** Obtain a GRF permit prior to the installation;
- 8.3.1.2.** The maximum size of the satellite dish is not to exceed thirty-six (36) inches;
- 8.3.1.3.** The southern view must not be obstructed at any time. There can be no obstructions, such as trees or structures, between the dish and the satellite. Seasonal foliage, future growth of existing trees, possible remodeling or additions to the Shareholder's Unit or adjacent units and changes in landscaping must be considered when installing the satellite dish;
- 8.3.1.4.** All satellite dishes must be stable and secure and must be able to withstand winds;
- 8.3.1.5.** The installation of the satellite dish shall be done in accordance with the current National Electrical Code, installed by a licensed television company that meets all Foundation and Mutual insurance requirements;
- 8.3.1.6.** Direct roof mount is not allowed due to the required roof penetration;
- 8.3.1.7.** Roof vent mount is allowed. When mounting a satellite dish to a roof vent, the top of the satellite shall not be higher than four feet (4') above the top of the roof line;
- 8.3.1.8.** Routing must not break through any roofing or framing – vent pipe flashing only;
- 8.3.1.9.** All entry points into the Unit and any and all test holes must

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be sealed with approved sealant to prevent water seeping into the Units;

8.3.1.10. Fire Wall Penetration – Fire – Resistive Wall Partitions and Floors: Such penetrations shall be completed per the current Uniform Building Code (UBC), Sections 709 and 710;

8.3.1.11. All openings made through a ceiling for penetrations such as cables, cable tracks, conduit, pipes or tubing shall be protected with approved through-penetration fire stops;

8.3.1.12. Vent mount installations require the cable and ground wire from the dish to follow the vent pipe into the attic area. Approved tar sealant must be applied where cable enters vent pipe flashing. A half- inch slit at the top of the roof jack is allowed to feed the cable alongside of the vent pipe. Approved silicone sealant must be used around this area;

8.3.1.13. Local electrical installation codes and the current National Electrical Code require the satellite dish to be grounded;

8.3.1.14. Use ground wire to connect the satellite dish to a metal cold water pipe using a grounding clamp and following the guidelines.

9. ARTICLE IX – WILDLIFE

9.1. Section 9.1 – 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.

9.2. Section 9.2 – Pet Food and Standing Water

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

9.3. Section 9.3 – 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.

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10. ARTICLE X – BARBECUES

10.1. Section 10.1 – Use of Barbecues

Propane or butane barbecues shall only be used in an outdoor location that is at least ten feet (10') away from all structures. Charcoal barbecues are not permitted.

10.2. Section 10.2 – Prohibited Use of Barbecues

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

11. ARTICLE XI – PETS

11.1. Section 11.1 – 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.

11.2. Section 11.2 – Number of Quadruped Pets

The number of quadruped pets per Unit shall be restricted to one (1).

11.3. Section 11.3 – Number of Birds

The number of birds per Unit shall be restricted to two (2).

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.

11.4. Section 11.4 – 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

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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.

11.5. Section 11.5 – 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, except a service animal.

11.6. Section 11.6 – 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 (6') 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.

11.7. Section 11.7 – 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 twenty-five dollars (\$25.00). The Qualifying Resident pet owner shall immediately, and forthwith, remove any pet waste deposited by the pet in all common areas within the Mutual 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 twenty-five dollars (\$25.00), per occurrence or the actual amount charged by the janitorial services company to have one (1) of its employees remove the pet waste, if greater than twenty-five dollars (\$25.00). 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 (6') 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.

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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.

11.9. Section 11.9 – 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 31st 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

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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 XI.

11.10. Section 11.10 – 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.

11.11. Section 11.11 – Cat Litter

Qualifying Resident pet owners owning a cat, or another pet using a litter box, are required to change the litter at least twice each week. Qualifying Resident pet owners are required to separate the pet waste from the litter at least once each day. Pet waste shall be deposited in airtight plastic bags before being deposited in the trash or garbage bins. Do not flush kitty litter down the toilet, as this will cause a sewer blockage.

11.12. Section 11.12 – 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.

11.13. Section 11.13 – 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

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access to a Unit where there are pets.

11.14. Section 11.14 – 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.

11.15. Section 11.15 – 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.

11.16. Section 11.16 – Pet Owner Liability

The Qualifying Resident pet owner or Qualifying Resident pet owner's estate

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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.

11.17. Section 11.17 – 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: (1) correct the violation (including, in appropriate circumstances, removal of the pet); or (2) 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.

11.18. Section 11.18 – Service Pets

These Rules and Regulations concerning pets, including without limitation, Sections 11.2 and 11.3 related to number of pets, and Section 11.5 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.

12. ARTICLE XII – ELECTION AND VOTING RULES AND REGULATIONS

The Board of Directors ("Board") of Seal Beach Mutual No. Eleven ("Mutual") has adopted these Election and Voting Rules and Regulations ("Election Rules"), in accordance with Civil Code §5105, et seq., to establish certain procedural rules for the successful management of meetings of the Mutual's shareholders ("Shareholders") and the implementation of the relevant provisions of the Mutual's Bylaws concerning elections and voting. These Election Rules are not intended to replace or supersede the provisions of the Mutual's Bylaws. Notwithstanding the foregoing, these Election Rules were revised

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and adopted by the Board to comply with the changes to California Civil Code §§ 5100; 5105; 5110; 5115; 5125; and 5145 which take effect on January 1, 2020, pursuant to California Senate Bill 323. As such, any inconsistency between these Election Rules and the Bylaws shall be governed in accordance with the Civil Code.

These Election Rules shall not be amended less than ninety (90) days prior to an election.

12.1. Section 12.1 – Qualification of Candidates and Directors/Elected Positions

12.1.1. Candidates for election to the Board shall be Shareholders of the Mutual, and the Board shall be composed of six (6) persons who shall, at all times, be Shareholders of the Mutual.

12.1.2. 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:

12.1.2.1. The candidate has paid the Regular or Special assessment under protest pursuant to Civil Code §5658;

12.1.2.2. 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 1(b) if he or she has not been provided the opportunity to engage in Internal Dispute Resolution pursuant to Civil Code §§5900-5920.

12.1.3. 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

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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:

12.1.3.1. The Director has paid the Regular or Special assessment under protest pursuant to Civil Code §5658;

12.1.3.2. The Director has entered into a payment plan pursuant to Civil Code §5665. Furthermore, the Mutual shall not disqualify the Director pursuant to this Section 1(c) if he or she has not been provided the opportunity to engage in Internal Dispute Resolution pursuant to Civil Code §§5900-5920. The Board may declare vacant the seat of any Director who ceases to meet the qualifications for a Director set forth in this Section upon the occurrence of the non-qualifying event, and the Director's seat shall then be deemed vacant in accordance with the Association's Bylaws and/or the Corporations Code.

12.1.4. The Board may declare vacant the seat of any Director who ceases to meet the qualifications for a Director set forth in this Section upon the occurrence of the non-qualifying event, and the Director's seat shall then be deemed vacant in accordance with the Association's Bylaws and/or the Corporations Code.

12.2. Section 12.2 – Nomination Process

12.2.1. 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.

12.2.2. 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.

12.2.3. 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

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name shall not appear on the ballot and that person or entity will not be permitted to serve if elected.

12.2.4. 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.

12.3. Section 12.3 – Voting Qualifications of Shareholders

12.3.1. All Shareholders shall be entitled to vote in any Shareholder vote.

12.3.2. These Election Rules expressly:

12.3.2.1. 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;

12.3.2.2. Prohibit the denial of a ballot to a person with general power of attorney for a Shareholder;

12.3.2.3. Require the ballot of a person with general power of attorney for a Shareholder to be counted if returned in a timely manner; and,

12.3.2.4. 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:
 - 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:"
<http://www.lwsbmutil11.com//>
 - Individual delivery.

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12.3.3. 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.

12.4. Section 12.4 – Inspector of Election

12.4.1. At an open meeting, the Board shall appoint one (1) or three (3) persons to serve as independent Inspector(s) of Election ("Inspector(s)").

12.4.2. The Inspector must be an independent third party who is not:

12.4.2.1. Currently a member of the Board or a candidate for the Board;

12.4.2.2. Related to a member of the Board or a candidate for the Board; or

12.4.2.3. 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.

12.4.3. 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.

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

12.4.5. 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:

12.4.5.1. A formal written contract for the Inspector, stating that the Inspector is an independent contractor;

12.4.5.2. 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

12.4.5.3. The contract shall require the Inspector to indemnify the Mutual for gross negligence and willful and/or malicious

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misconduct.

12.4.6. 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.

12.4.7. 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.

12.4.8. The Inspector shall have the duty to:

12.4.8.1. Determine the number of Shareholders entitled to vote and the voting power of each;

12.4.8.2. Determine the authenticity, validity, and effect of proxies, if required by statute;

12.4.8.3. Receive ballots;

12.4.8.4. 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;

12.4.8.5. 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;

12.4.8.6. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

12.4.8.7. Count and tabulate all votes;

12.4.8.8. Determine when the polls shall close, consistent with the governing documents;

12.4.8.9. Determine the tabulated results of the election;

12.4.8.10. 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

12.4.8.11. 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.

12.4.9. The Inspector may meet and discuss election issues amongst themselves and/or with Mutual counsel.

12.4.10. If there are three (3) Inspectors, the decision or act of two (2) or more

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imposed by law.

12.8. Section 12.8 – Proxies

The Mutual is not required to prepare and distribute proxies. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by the Shareholder of his or her stock, or upon receipt of notice by the Secretary or the Board 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 proxyholder has submitted a ballot to the Inspector(s). Only a Shareholder may serve as a proxyholder.

12.9. Section 12.9 – Voting Period

12.9.1. The Board shall generally determine the dates upon which polls will open and close, consistent with the governing documents and applicable law.

12.9.2. The Mutual shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed:

12.9.2.1. 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;

12.9.2.2. The date, time, and location of the meeting at which ballots will be counted;

12.9.2.3. The list of all candidates' names that will appear on the ballot;

12.9.2.4. Individual notice of the above shall be delivered pursuant to Civil Code §4040 if individual notice is requested by a Shareholder.

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

12.10. Section 12.10 – Secret Balloting Procedures

12.10.1. The Mutual shall utilize a secret ballot process pursuant to Civil Code section 5115 for the following matters:

12.10.1.1. A vote of the Shareholders regarding assessments per Civil Code section 5605; (ii) Election of members of the Board;

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- 2814 (iii) Amendments to the governing documents; (iv) Grant of
 2815 Exclusive Use Common Area pursuant to Civil Code section
 2816 4600; (v) Removal of Directors; and (vi) Any other
 2817 Shareholder vote which the law requires to be conducted
 2818 via the secret ballot process;
- 2819 **12.10.1.2.** Notwithstanding Paragraph 12.10.1 herein, the Mutual may
 2820 utilize a secret ballot process for any other Shareholder
 2821 vote, if allowed by law or the governing documents.
- 2822 **12.10.1.3.** A ballot and two pre-addressed envelopes (Envelopes # 1
 2823 and # 2) with instructions on how to return the ballot shall
 2824 be mailed by first-class mail or delivered by the Mutual to
 2825 every Shareholder at least thirty (30) days prior to the
 2826 deadline for voting.
- 2827 **12.10.1.4.** The ballot shall contain the names of any candidates known
 2828 to the Mutual at the time the ballot is mailed. If no
 2829 candidates are known or if there are fewer candidates than
 2830 the number of Directors to be elected, the Mutual will send
 2831 out a ballot which has the names of the known candidates.
- 2832 **12.10.1.5.** Cumulative voting is permitted in all elections.
- 2833 **12.10.1.6.** Write-in candidates and nominations from the floor shall not
 2834 be permitted.
- 2835 **12.10.1.7.** A voter may not be identified by name, unit number, or
 2836 address on the ballot.
- 2837 **12.10.1.8.** The ballot itself is not signed by the Shareholder voting, but
 2838 rather, is to be inserted into Envelope # 1 that is sealed by
 2839 the Shareholder. Envelope # 1 is then inserted into
 2840 Envelope # 2, which is then sealed by the Shareholder.
- 2841 **12.10.1.9.** Envelope # 2 is addressed to the Inspector(s). In the upper
 2842 left-hand corner of Envelope # 2, the voter shall sign his or
 2843 her name, print his or her name, and indicate the address
 2844 or separate interest identifier that entitles him or her to vote.
- 2845 **12.10.1.10.** Envelope # 2 may be mailed or delivered by hand to a
 2846 location specified by the Inspector(s). The Shareholder
 2847 may request a receipt for delivery.
- 2848 **12.10.1.11.** Once a ballot has been cast, it cannot be revoked.
- 2849 **12.10.1.12.** Only the Mutual's ballots and envelopes which are sent
 2850 out to the Shareholders by the Mutual or are provided by
 2851 the Mutual at the membership meeting will be accepted by
 2852 the Inspector(s).
 2853
 2854

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- 12.11.1.** 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 Shareholders meeting.
- 12.11.2.** The ballots shall not be opened or otherwise reviewed prior to the time and place which the ballots are counted and tabulated.
- 12.11.3.** 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.
- 12.11.4.** 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.

12.12. Section 12.12 – Election Results

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

12.13. Section 12.13 – Custody, Storage and Retention of Ballots

- 12.13.1.** The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list (collectively referred to as "election materials") 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 §5145 for challenging the election has expired, at which time the ballots shall be transferred to the Mutual.
- 12.13.2.** 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 an Shareholder or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
- 12.13.3.** 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.
- 12.13.4.** 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

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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.

13. ARTICLE XIII – ESTATE/PATIO SALES**13.1. Section 13.1 – Shareholder Estate/Porch Sales**

A Shareholder who wishes to conduct an estate or porch sale must comply with the following and submit the following documents to the Board for approval: (1) Complete four (4) copies of the "Request for Permission to Conduct Estate Sale" and three copies of "Estate Sale Inventory" (collectively, the "Forms"); (2) give one (1) copy of each of the Forms to the Mutual President; (3) give one (1) copy of "Request for Permission to Conduct Estate Sale" to the Golden Rain News, if advertising the sale in the News; (4) give one (1) copy of "Request for Permission to Conduct Estate Sale" to the Security Department. Person conducting sale must be present at sale site at all times during the estate sale.

14. ARTICLE XIV – VISITORS**14.1. Section 14.1 – 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.

14.2. Section 14.2 – Visitors Permitted

Visitors are only permitted to visit while the Qualifying Resident is residing and present in the Unit. The Qualifying Resident may not vacate or be absent from the Unit and import others to be in the residence as a guest in the absence of the Qualifying Resident. If the visitor is sleeping in the Unit, both the visitor and Qualifying Resident must be present in the Unit.

However, a waiver may be granted in an emergency for a limited period of time, and any request for a waiver shall be directed to the Board for approval.

14.3. Section 14.3 – Immediate/Collateral Family of Qualified Permanent Residents

Pursuant to California Civil Code Section 51.3, the Mutual is a fifty-five (55) and over 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

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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.

15. ARTICLE XV – PENALTIES, FINES AND FEES**15.1. 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:

15.1.2.1. 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”)

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identifying the violation and requesting compliance within a stated period of time. A courtesy notice is not required prior to calling Respondent to hearing.

15.1.2.2. 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.

15.1.2.3. 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.

15.1.2.4. 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.
- c. Declare the Shareholder to be not in good standing as set forth in these Rules.
- d. Suspend the Qualifying Resident/Shareholder's rights to use the recreational facilities if and as provided in the Mutual Governing Documents.
- e. Any combination of the above.

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

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forth below in Section 15.2.6 of these Rules.

15.2. 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 forty-eight (48) 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

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

15.2.6.1. 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.

15.2.6.2. Additional citations may be issued after each 24-hour period.

15.2.6.3. 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.

Violation	1st Offense	2nd and each subsequent and/or continuation of
Assigned Parking Space or restricted parking Space.	\$25.00	\$25.00
Blocking Crosswalk	\$25.00	\$25.00

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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)	\$50.00	\$50.00
Flat Tires	Fix-It	\$25.00
"For Sale" sign on Vehicle	\$20.00	\$20.00
Handicap Parking without Placard or Handicap ID Displayed	\$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.)	\$200.00
Hazardous Materials Leaking	\$50.00	\$50.00
Limited Time Parking	\$20.00	\$20.00
Maintenance or Repair	\$25.00	\$25.00
No Valid GRF Vehicle Decal or Parking Permit Displayed	\$20.00	\$20.00
Parked on Sidewalk or Grass	\$25.00	\$25.00
Parked in RED Zone (Bus Stop)	\$25.00	\$25.00
Parked in RED Zone (Fire Hydrant)	\$100.00	\$200.00

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Parked in RED Zone (Mailbox)	\$25.00	\$25.00
RV or VUFR – Generator Running 8pm-8am	\$50.00	\$50.00
RV or VUFR – Jack Support: None or Inadequate	\$50.00	\$50.00
RV or VUFR – Parked over seventy- two (72) hours on	\$40.00	\$40.00
Washing any vehicle on Trust Property (except in designated	\$20.00	\$20.00
Washing a Non-Qualifying Resident Vehicle at Car Wash	\$20.00	\$20.00

15.3. 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.

15.4. 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. 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.

16. ARTICLE XVI – COLLECTION POLICY**16.1. 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

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assessment or other charge fell due.

16.2. Section 16.2 – Late Charges

Assessments are delinquent ten (10) 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.

16.3. Section 16.3 – Interest

An interest charge at a rate not to exceed ten percent (10%) 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.

16.4. 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.

16.5. 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.

16.6. 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.

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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.

16.8. 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.

16.9. 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.

16.10. 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.

16.11. 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.

16.12. 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 XVI. Upon receipt of a written request from a Shareholder identifying a secondary address, the Mutual shall send notices to that secondary address.

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16.13. 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.

16.14. Section 16.14 – Charges and Fees Subject to Change

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

16.15. 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.

16.16. 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.

16.17. Section 16.17 – Overnight Payments

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

17. EXHIBIT “A”

**Exhibit “A”
Standardized Appliance List**

REFRIGERATORS

Kenmore 46-60502
Kenmore 46-60504
Bisque Kenmore 46-60509 (special order)
Black Whirlpool WRT318FZDW (alternate only)
White Whirlpool WRB329DMBW (special order)
White Whirlpool WRB329DMBB (special order)
Black Whirlpool WRB329DMBM (special order)

DESCRIPTION

Top Freezer, 18.0-cu ft., White
Top Freezer, 18.0-cu ft.
Top Freezer, 18.0-cu ft.
Top Freezer, 18.2-cu ft.,
Bottom Freezer, 18.7-cu ft.,
Bottom Freezer, 18.7-cu ft.,
Bottom Freezer, 18.7-cu ft.,
Stainless Steel

ELECTRIC OVENS

DESCRIPTION

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3242	Sears Kenmore Brand	White 22-49402 Black 22-49409
3243	SS 22-49403	
3244		
3245	ELECTRIC COOKTOPS	DESCRIPTION
3246	Sears Kenmore Brand	White 22-41202 Black 22-41209
3247	SS 22-41203	
3248		
3249	WASTE DISPOSALS	DESCRIPTION
3250	Insinkerator, 3/4 H.P. Pro Essential – PRO ES	
3251		
3252	KITCHEN FAUCETS	DESCRIPTION
3253	Delta #100-LF-HDL	Without hose
3254	Delta #300-DST	With sprayer
3255		
3256	KITCHEN SINKS	DESCRIPTION
3257	Kohler K5950W	White
3258	Kohler K5950A	Almond
3259	Kohler K5950B	Bisque
3260		
3261	BATHROOM FAUCETS	DESCRIPTION
3262	Delta B510LF	
3263		
3264	BATHROOM SHOWER FIXTURES	DESCRIPTION
3265	Delta Shower Head 59462	White
3266		
3267	BATHROOM SINKS	DESCRIPTION
3268	Mansfield 249 4"	Round – Bone and White
3269	Mansfield 249 4"	Oval – Bone and White
3270		
3271	BATHROOM TOILET BOWLS & TANKS	DESCRIPTION
3272	Toto C715 #01 Bowl	White Standard
3273	Toto C715#03 Bowl	Bone Standard
3274	Toto C744 #01 Bowl	White Hi-Boy
3275	Toto C744 #03 Bowl	Bone Hi-Boy
3276	Toto ST743 #01 Tank	White, 1.28gpf
3277	Toto ST743 #03 Tank	Bone, 1.28gpf
3278		
3279	BATHROOM FAN/HEATER	DESCRIPTION
3280	Nutone	Model 9965
3281		

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3282	ELECTRIC WATER HEATERS	DESCRIPTION
3283	30-Gallon 3000W, Low Boy	American Standard E30L-2-12
3284	40-Gallon 3000W, Low Boy	American Standard E40L-2-12
3285	50-Gallon 4500W, Tall	American Standard E50T-6
3286		
3287	WATER HEATER ALARMS	DESCRIPTION
3288	Model PWA 4NE49	Pro Series
3289	Sonin Water Alarm with Dual Sensor	Model 00702
3290		
3291	SMOKE DETECTORS	DESCRIPTION
3292	BRK/First Alert, Hardwired, Battery Back-up	Model 9120B
3293	Kidde, Wireless, 10-year Battery	Model i9010
3294	Kidde, Hard-Wired, 10-year Battery Back-up	Model i12010S
3295		
3296	WASHERS	DESCRIPTION
3297	Maytag Model MVW18PDAWW	Top Load, Digital
3298	Maytag Model MVW18CSAWW	Top Load, Coin Slide WASHER
3299	Maytag Model MHN30PD	Front Load, Digital
3300	Maytag Model MVW18MNAWW	Top Load, Non-Coin
3301	Whirlpool Model CAE2763BQ	Top Load, Coin Slide
3302	Whirlpool Model CAE2793BQ	Top Load, Non-Coin
3303	Speed Queen Model SWNBC2SP112TW01	Top Load, Digital, Stainless Tub
3304	Speed Queen Model SWNBC2PP112TW01	Top Load, Digital, Porcelain
3305	Tub Speed Queen Model SWNSX2SP112TW01	Top Load, Coin Slide, Stainless
3306	z	Tub
3307	Speed Queen Model SWNSX2PP112TW01	Top Load, Coin Slide, Porcelain
3308		Tub
3309	Speed Queen Model LWN432SP113TW01	Top Load, Non-Coin, Standard,
3310		No Electronics
3311		
3312	DRYERS	DESCRIPTION
3313	Maytag Model MDE18CSAYW	Coin Slide
3314	Maytag Model MDE18MNAYW	Non-Coin
3315	Whirlpool Model CEM2763BQ	Coin Slide
3316	Speed Queen Model SDET07W	Digital Speed Queen Model
3317		LDE30RGS173TW01 Non-Coin
3318		
3319		
3320		
3321		

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18. EXHIBIT “B”

EXHIBIT “B”
Approved Plants

1. Agapanthus
2. Ajuga
3. Azalea
4. Camellia
5. Chrysanthemum
6. Dahlia
7. Daylilies
8. Escallonia
9. Flax
10. Fuchsia
11. Gardenia
12. Heavenly Bamboo
13. Hibiscus
14. Hidcote Lavandula
15. Holly Family
16. Hydrangea
17. India Hawthorn
18. Heather
19. Lily of the Nile
20. Lily of the Valley
21. Mandevilla Splendens
22. Mirror Plant
23. St. John’s Wort
24. Verbena

Annual and Perennial Flowering:

1. Geraniums
2. Marigold
3. Wax Begonia
4. Impatiens
5. Vinca

19. EXHIBIT “C”

EXHIBIT “C”
Non-Approved Plants

1. Asparagus Fern
2. Baby Tears

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3. Bamboo
4. Plastic Plants
5. Bird of Paradise
6. Cactus (Large)
7. Citrus of any kind
8. Fruit of any kind
9. Ivy
10. Baby Tears
11. Citrus of any kind
12. Spiderwort
13. Bamboo
14. Trees of any kind
15. Vegetables
16. Wild mint
17. Ficus
18. Most Palms
19. Elephant Ears
20. Firestick Plant

20. EXHIBIT "D"**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:

Violation	1st Offense	2nd and each subsequent and/or continuation of offense
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 and 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 and 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
Violation of Trash Rules	\$150 Fine or the cost to have trash removed.	\$150 Fine or the cost to have trash removed.

EXHIBIT “E” FEE SCHEDULE

TYPE OF FEE	AMOUNT
Withdrawal Inspection Process Fee	\$1,000.00
Withdrawal Inspection Repair Deposit	\$8,000.00
New Tenant Orientation	\$750.00

Adopted: 21 May 2020 Amended 16 Sept 2021
17 Mar 2022
21 Apr 2022

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