Planning Division

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Kathleen Mallory, AICP, Contract Planner

DATE: October 2, 2008

SUBJECT: Planning & Zoning Permit No. 06-260-01 (Mobile Home Closure Permit) for the Village Specific Plan Generally Located on the South Side of Highway 101, Between Ventura Road and Oxnard Boulevard, north of the Railroad Tracks.

1) **Recommendation:** That the Planning Commission adopt a resolution approving Planning and Zoning Permit No. 06-260-01 (Mobile Home Closure Permit).

2) **Project Description and Applicant:** Planning and Zoning Permit No. 06-260-01 (Mobile Home Closure Permit) for the closure of a 171-space mobile home park generally located at 2851 Wagon Wheel Road. Filed by the Oxnard Village Investments, LLC/Daly Group, 31238 Via Colinas, Suite F, Westlake Village, CA 91362.

3) **Background Information:** The 171-space mobile home park is located within the Oxnard Village Specific Plan project area (see Attachment A - Maps). On September 17, 2008, the applicant requested that the Planning Commission continue the mobile home closure permit discussion to the Commission's October 2, 20008 meeting to provide the applicant, the Wagon Wheel Trailer Lodge Residents Committee and Ms. Barbara Macri-Ortiz more time to discuss the relocation benefit options. On September 18, 2008, the Planning Commission certified the Final Environmental Impact Report (FEIR) 06-04 and adopted resolutions recommending City Council approval of a general plan amendment, specific plan adoption and zone change for the Oxnard Village Specific Plan area (Wagon Wheel area). On September 18, 2008, the Planning Commission also conducted a public hearing on the development agreement.

4) **Mobile Home Closure Permit Discussion:** The applicant, Oxnard Village Investments, LLC (Oxnard Village) owns and operates Wagon Wheel Trailer Lodge, a 171 space mobilehome and recreational vehicle park situated on a 10.25 acres located at 2851 Wagon Wheel Road, Assessor's Parcel No. 139-0-022-125. The project includes closing the existing on-site mobile

home park, which will remove 141 occupied housing units (141 at the time the DEIR was circulated; 171 total spaces available).

Property owners have the right to take residential rental property off the residential rental housing market pursuant to Government Code Sections 7060 et seq., so long as the withdrawal of the accommodations from the market: (i) is carried out in a non-discriminatory fashion, (ii) applies to all of the accommodations on the property, (iii) complies with any applicable local closure ordinances that may have been enacted pursuant to Government Code Section 7060.4, and (iv) complies with all applicable State laws. In particular, the closure of a rental mobile park must be carried out in a manner that complies with the requirements of the Mobilehome Residency Law, specifically, Civil Code Section 798.56 (g), (h) and Government Code Section 65863.7 and to the extent it does not conflict with State law, the City's Municipal Code, Chapter 24, Article II, sections 24-39 (see Attachment B - Regulations).

The City's Municipal Code requires that a mobilehome park owner obtain from the City a mobilehome closure permit before closing a mobilehome park located within the City. Before filing an application to obtain a closure permit, the City Code also requires that residents of the affected mobilehome park be give ninety (90) days prior written notice of the mobilehome park owners proposed closure. On May 12, 2006, homeowners and residents of Wagon Wheel were provided with a bilingual written notice that Oxnard Village no sooner than ninety (90) days from the date of the notice intended to file with the City an application for a permit to close Wagon Wheel. Oxnard Village filed with the City proof of service confirming that all residents were timely provided with a copy of this notice. The applicant is in compliance with this notice requirement of the City Code for processing a mobilehome park closure permit.

Under the City Code, an application for a closure permit must include a concept plan, site plan, residents list, impact report, a relocation assistance plan and any other information that may be necessary for properly evaluating the mobilehome park closure permit request.

Before approving an application for a mobilehome park closure permit, under the City Code the Planning Commission must hold a hearing on the applicant's mobilehome park closure permit application. Under State law either the affected residents or the applicant may request a hearing on the Closure Impact Report (CIR), an element of the closure permit application. The City Code requires that the City's Development Services Department to provide Wagon Wheel homeowners and residents with thirty (30) days notice of the hearing date and location along with a copy of the impact report and relocation assistance plan. State law requires the same notice and a copy of the CIR to be provided fifteen (15) days prior to the hearing. A table comparing the City's regulations with State law is contained in Attachment C - Table.

The following outlines steps that have been taken by the applicant and City in compliance with the City's mobile home closure ordinance:

- On May 12, 2006, Oxnard Village provided Wagon Wheel residents with a bilingual written notice that no sooner than ninety (90) days from the date of the notice Oxnard Village intended to file with the City an application for a permit to close the Wagon Wheel Trailer Lodge.
- From May 12, 2006 to September 2006, pursuant to the California Mobile home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City Code, Chapter 24, Article II, § 24-39, Oxnard Village undertook steps to prepare and did prepare a Mobile home CIR concerning the closure of Wagon Wheel Trailer Lodge and displacement of its residents (see Attachment D – CIR supporting materials).
- On or about November 14, 2006, Oxnard Village provided residents with copies of the Mobile home CIR dated September 1, 2006, and notice that the Wagon Wheel Trailer Lodge will be closed pursuant to the California Mobile home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City Code, Chapter 24, Article II, § 24-39. Oxnard Village prepared and filed with the City its application for a mobile home park closure permit to close Wagon Wheel Trailer Lodge and provided the City with proof of service confirming that all residents were provided with a copy of the notice that the Wagon Wheel Trailer Lodge will close and a copy of the Mobile home CIR.
- On or about August 30, 2007, residents were provided with: (1) a City public hearing notice advising the public that a hearing before the Planning Commission would be held on October 4, 2007; (2) a letter from Oxnard Village dated July 24, 2007, which described a supplemental relocation benefit package to be offered to residents of the Wagon Wheel Trailer Lodge; and (3) the Mobile home CIR in both English and Spanish.
- On October 4, 2007, the Planning Commission held a noticed public hearing to consider the Oxnard Village's application for a permit to close Wagon Wheel Trailer Lodge, the CIR and the supplemental proposal for relocation benefits.
- On August 21, 2008, at a public hearing Oxnard Village presented to the Planning Commission, the Village Specific Plan that included the general components of the proposed Replacement Housing Plan as a relocation benefit option in addition to those relocation benefit options contained in the CIR.
- On September 2, 2008, Oxnard Village requested that the City in its Planning Commission meeting of September 18, 2008: (1) determine the sufficiency of the CIR and supplemental proposals for relocation benefits pursuant to Government Code Section 65863.7 and City Code Chapter 24, Article II; and (2) approve its application for a closure permit for the closure of the Wagon Wheel Trailer Lodge. On September 2, 2008, Oxnard Village filed with the City proof of service confirming that Wagon Wheel residents were provided with a copy of the requisite 15 day advance notice of the Commission's September 18th hearing.

Pursuant to the above cited State law, the applicant has the right to terminate mobilehome park space tenancies as part of a mobilehome park closure so long as the owner provides affected mobilehome park homeowners with: (1) six (6) months advance notice after all permits required for the change of use of the site are approved by the Planning Commission; and (2) a CIR that adequately assesses the impact of the closure on mobilehome park homeowners by addressing

the availability of adequate replacement housing in mobilehome parks and reasonable relocation costs. Pursuant to the City Code, upon the Planning Commission's approval of the applicant's mobilehome park closure permit application, the applicant has the right to terminate mobilehome space tenancies in accordance with the Mobilehome Residency Law by giving each mobilehome park resident written notice they will have two (2) years from the date of approval of the closure permit to terminate their tenancy in the mobilehome park, but this period may be reduced to not less than six months or extended more than two (2) years pursuant to written agreement between the applicant and residents.

At its public meeting, the Planning Commission is required to review the CIR to determine whether it complies with State law and the City Code to the extent it does not conflict with State law, by addressing the availability of adequate replacement housing in mobilehome parks and relocation costs. At the election of the Planning Commission, the Planning Commission may require, as a condition of the closure, the applicant to take steps to mitigate any adverse impact of the closure on the ability of displaced mobilehome park homeowners to find adequate housing in a mobilehome park. The necessary steps to mitigate the impact must not, however exceed the reasonable costs of relocation.

While the term "relocation costs" is undefined, this term has been interpreted to mean the physical and related costs to move the mobilehome. This interpretation is consistent with the overall intent of the Mobilehome Residency Law to provide protection and adequate procedures for the termination of tenancies because of: (1) the high cost of moving mobilehomes; (2) the potential for damage resulting from the movement of mobilehomes; (3) the requirements relating to the installation of mobilehomes; and (4) the cost of landscaping and lot preparation.

Under the City Code, the Planning Commission in reviewing the CIR must make the same determination as under State law and in addition must approve the applicant's closure permit upon finding that the CIR complies with State law, including mitigation measures. The City Code also requires that the Planning Commission make a further finding that the closure will not be materially detrimental to the housing needs and public interest of the affected neighborhood and the City as a whole. The applicant believes that this latter required finding is unnecessary for a determination that the CIR complies with State law and for approval of the closure permit as in excess of what State law requires for an adequate CIR; that this finding is in the nature of a land use determination more appropriately addressed in considering the Village Specific Plan.

In regards to relocation benefits and assistance, the CIR provides the following options:

- Option 1: State Required Mitigation to Relocate Mobile homes. This option involves the payment of reasonable relocation costs to move the homeowner and their mobile home to another mobile home park within a 150 mile radius.
- Option 2: Payment of reasonable costs of relocation per Option 1, and the resident sells the home to a third party who will permanently remove the home from the park. The park will make payment to the homeowner when the home is removed from the park.

- Option 3: Sell the home to the park, receive free rent for six months and move out at the end of the free rent period.
- Option 4: The park will purchase the home for the National Automobile Dealers Association (NADA) book value.
- Option 5: Recreational vehicle owners will be entitled to three days of per diem benefits and $500 transportation fees. Residents with non-transportable storage sheds will also receive the $400 replacement shed allowance.

In addition to the relocation benefits/mitigation measures described in the Wagon Wheel Mobilehome Park Closure Impact Report, dated September 1, 2006, the applicant has agreed to incorporate the following additional relocation benefits/mitigation measures into the Closure Impact Report to ensure consistency with the requirements of Section 65863.7 of the Government Code and Chapter 24, Article II Sections 24 – 39 of the Oxnard Municipal Code:

(a) Oxnard Village LLC shall incorporate into its project a replacement housing relocation program that provides each mobilehome park resident included in Exhibit A, attached hereto and incorporated by reference, with a rental housing unit within the westerly portion of the Village Specific Plan area at the rent level and with the appropriate number of bedrooms to accommodate each household's housing needs, consistent with California State Income Limits for Ventura County, as set forth in Exhibit A of the mobile home park closure permit resolution; and further that all those electing to relocate to such affordable housing units will be allowed to remain on the mobilehome park site until completion of the selected affordable units or 2 years from the date of adoption of this resolution, whichever is later; and this replacement housing program, shall be implemented upon approval of the Village Development Agreement, the Village Specific Plan and the Owner Participation Agreement.

(b) Oxnard Village shall offer mobilehome owners a cash payment equal to three times the NADA book value with a minimum payout of $38,000 and a maximum payout of $70,000, in accordance with Exhibit C. Furthermore, any outstanding liens on the mobile homes will be paid by Oxnard Village at the time it takes title to the mobile home. The lien amount will be deducted from the amount equal to three times the NADA book value, and the difference shall be the payout to be received by the owner with the condition that the homeowner will receive a minimum cash payment of $38,000 with a maximum payout of $70,000. Oxnard Village shall also offer recreational vehicle owners a cash payment of $2,500 to further mitigate the impact of the mobilehome park's closure upon displaced residents. Said payments shall be made at the time that the resident moves out of the mobilehome park on or

before the closing of the mobilehome park, or at some other time as is agreed to between the individual Mobile Home Park Resident and Oxnard Village.

(c) Oxnard Village shall retain the right to enter into mutually agreeable Voluntary Relocation Agreements with residents of the Mobile Home Park.

(d) Any Mobile Home Park Resident who will be displaced by the closure of Wagon Wheel and whose space does not appear on Exhibit A of the mobile home park closure permit resolution, shall within thirty (30) days of adoption of the mobile home park closure permit notify Oxnard Village staff in writing, with a copy of said notice forwarded to the City of Oxnard Housing Department, if he or she wishes to be housed within the on site replacement housing that will be constructed within the Village Specific Plan area. Any changes to Exhibit A of the mobile home park closure resolution shall be mutually agreed upon in writing by the parties.

(e) Closure of Wagon Wheel Trailer Lodge shall occur no sooner than two years from the date of adoption of this resolution and in no event shall the closure of Wagon Wheel occur sooner than thirty (30) days after the completion of construction, issuance of certificates of occupancy, and lease agreements have been offered to all of the residents who will be moving to the on site affordable relocation housing units required under this permit. This permit shall be extended as necessary to accommodate implementation of all mitigation measures, relocation benefits and closure of Wagon Wheel; and

(f) The closure permit shall be effective only upon approval of The Village Specific Plan and Development Agreement by the Oxnard City Council, and approval of the Owner Participation Agreement with the Oxnard Community Development Commission.

Should the Planning Commission believe that the CIR is insufficient such that it does not adequately address the impact of the park's proposed closure on mobilehome park homeowners, the Commission should direct the applicant to revise the CIR to incorporate additional supporting information deemed necessary to make it adequate.

5)* Appeal Procedure*: In accordance with Section 16-545 of the Oxnard City Code, the Planning Commission's decision on the mobile home closure permit may be appealed to the City Council within 21 days

Attachments:

A. Maps (Vicinity, General Plan, and Zoning)
B. California Mobile Home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City's Municipal Code, Chapter 24, Article II, § 24-39
C. Table Summarizing Conflicts between State and City Mobile Home Regulations
D. Closure Impact Report documents
E. Mobile Home Closure Permit resolution

Prepared by: KM

Approved by: SM

Aerial Map

Oxnard Planning
September 10, 2008

PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA, OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM
Location: Wagon Wheel
APN: 139002201, 139002203, 139002204, 139002206,139002212, 139002214, 139015011, 139015013, 139016101, 139016101, 139016102, 139016204, 139016207, 139016208, 139017001, 139017002, 139017003, 139017004, 139017005, 139017008

Aerial Map

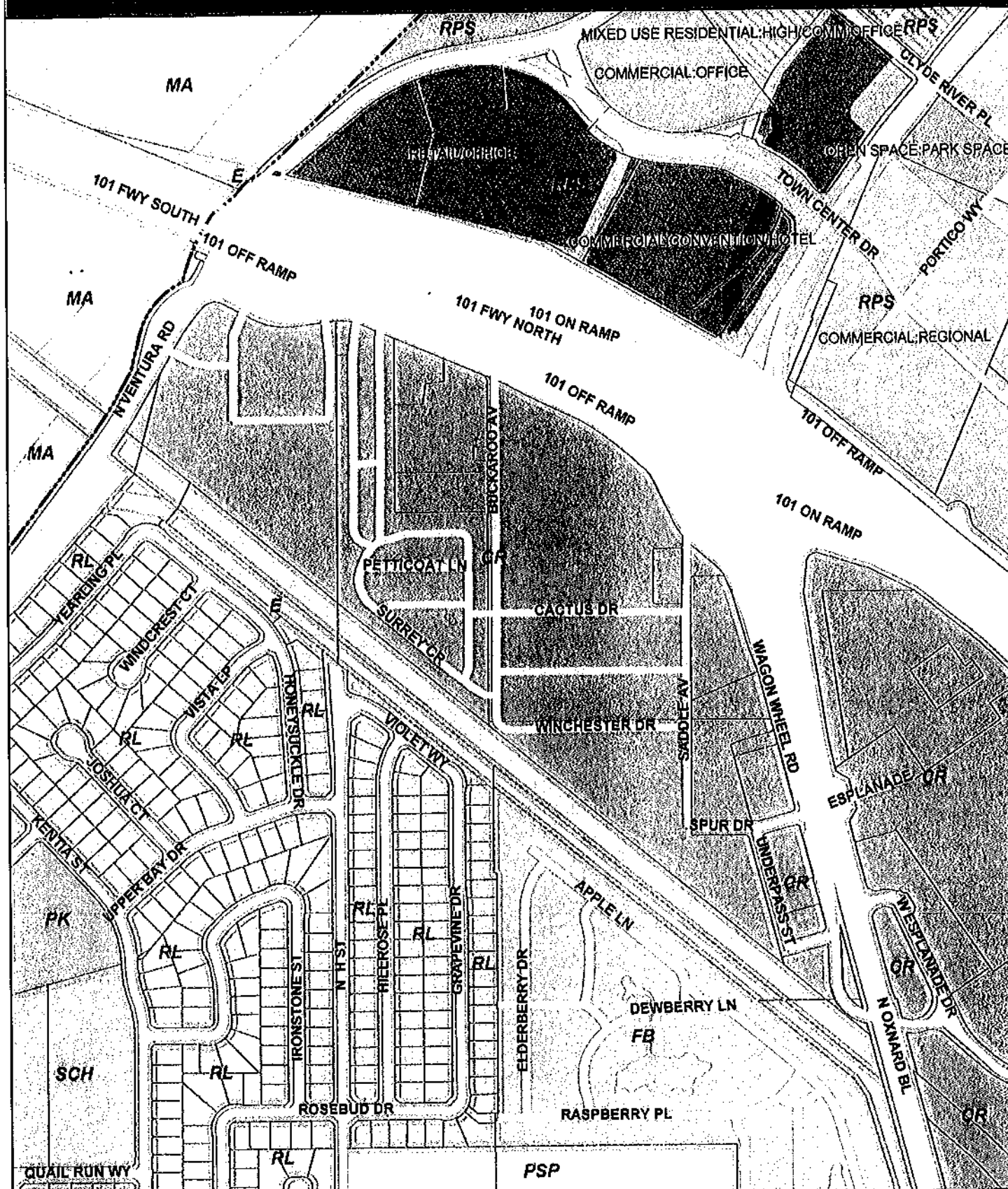
062.5125 250 375 500 Feet

2007 Aerial

N W E S

1:4,888

General Plan Map



Oxnard Planning
September 10, 2008

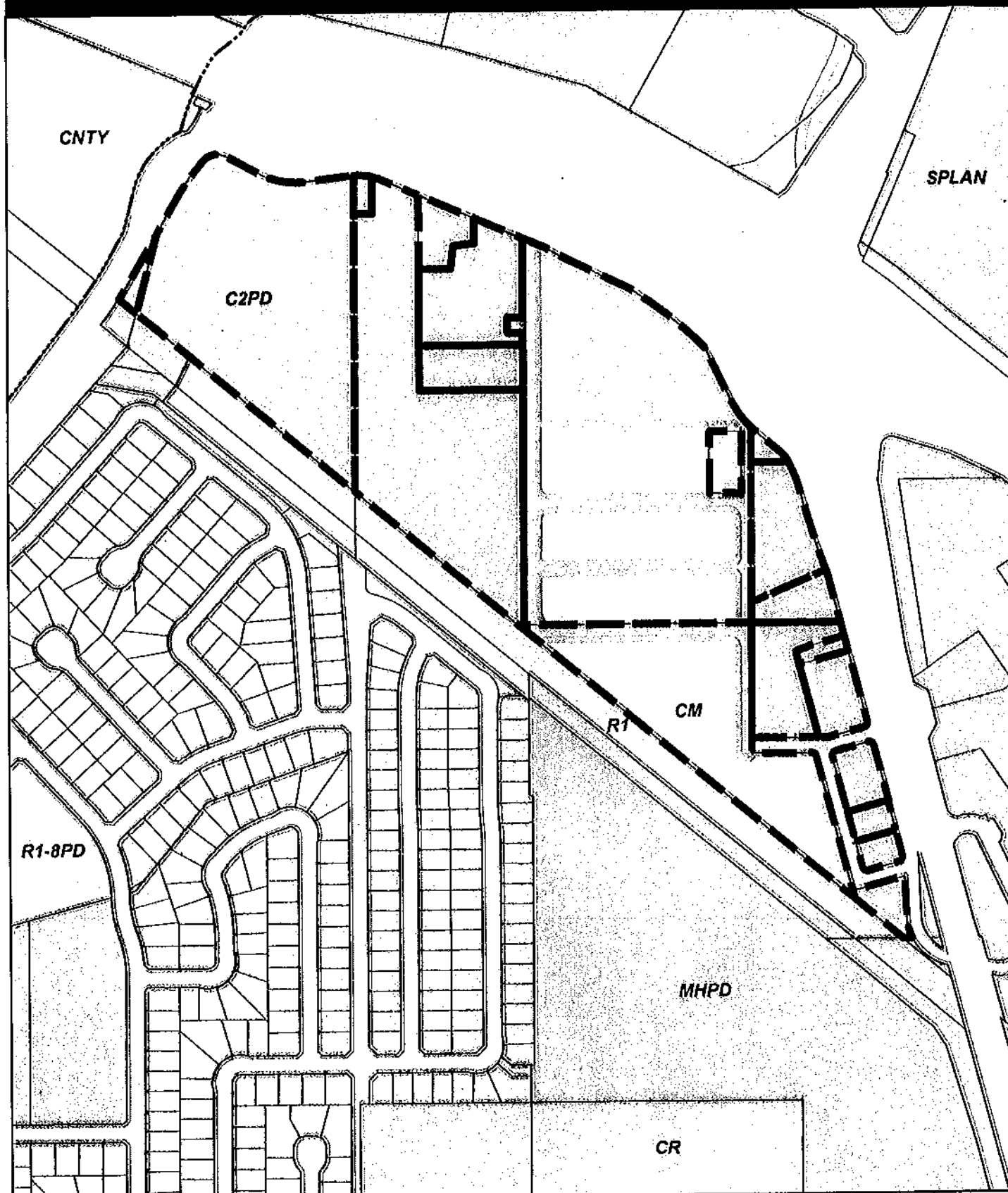
PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA, OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM
Location: Wagon Wheel
APN: 139002201, 139002203, 139002204, 139002206, 139002212, 139002214, 139015011, 139015013, 139016101, 139016101, 139016102, 139016204, 139016207, 139016208, 139017001, 139017002, 139017003, 139017004, 139017005, 139017008

General Plan Map

0 75150 300 450 600 Feet

1:5,605

Zone Map



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Location: Wagon Wheel
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Zone Map

0 75150 300 450 600 Feet

1:5,024

ATTACHMENT B

CALIFORNIA MOBILE HOME RESIDENCY LAW
GOVERNMENT CODE
CITY'S MUNIICPAL CODE

California Civil Code Provisions

Mobilehome Residency Law (Effective January 1, 2006)

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Article 1. General

798. This chapter shall be known and may be cited as the "Mobilehome Residency Law."

798.1. Unless the provisions or context otherwise requires, the following definitions shall govern the construction of this chapter.

798.2. "Management" means the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.

798.3. (a) "Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the Health and Safety Code, but, except as provided in subdivision (b), does not include a recreational vehicle, as defined in Section 799.29 of this code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

(b) "Mobilehome," for purposes of this chapter, other than Section 798.73, also includes trailers and other recreational vehicles of all types defined in Section 18010 of the Health and Safety Code, other than motor homes, truck campers, and camping trailers, which are used for human habitation if the occupancy criteria of either paragraph (1) or (2), as follows, are met:

(1) The trailer or other recreational vehicle occupies a mobilehome site in the park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the trailer or other recreational vehicle occupied a mobilehome site in the park prior to January 1, 1991.

(2) The trailer or other recreational vehicle occupies a mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992.

"Mobilehome" does not include a trailer or other recreational vehicle located in a recreational vehicle park subject to Chapter 2.6 (commencing with Section 799.20).

798.4. "Mobilehome park" is an area of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation.

798.6. "Park" is a manufactured housing community as defined in Section 18801 of the Health and Safety Code, or a mobilehome park.

798.7. "New Construction" means any newly constructed spaces initially held out for rent after January 1, 1990.

798.8. "Rental agreement" is an agreement between the management and the homeowner establishing the terms and conditions of a park tenancy. A lease is a rental agreement.

798.9. "Homeowner" is a person who has a tenancy in a mobilehome park under a rental agreement.

798.10. "Change of use" means a use of the park for a purpose other than the rental, or the holding out for rent, of two or more mobilehome sites to accommodate mobilehomes used for human habitation, and does not mean the adoption, amendment, or repeal of a park rule or regulation. A change of use may affect an entire park or any portion thereof. "Change of use" includes, but is not limited to, a change of the park or any portion thereof to a condominium, stock cooperative, planned unit development, or any form of ownership wherein spaces within the park are to be sold.

798.11. "Resident" is a homeowner or other person who lawfully occupies a mobilehome.

798.12. "Tenancy" is the right of a homeowner to the use of a site within a mobilehome park on which to locate, maintain, and occupy a mobilehome, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park.

798.13. (a) This chapter does not apply to any area owned, operated, or maintained by the state for the purpose of providing employee housing or space for a mobilehome owned or occupied by an employee of the state.

(b) Notwithstanding subdivision (a), a state employer shall provide the occupant of a privately owned mobilehome that is situated in an employee housing area owned, operated, or maintained by the state, and that is occupied by a state employee by agreement with his or her state employer and subject to the terms and conditions of that state employment, with a minimum of 60-days' notice prior to terminating the tenancy for any reason.

798.14. Unless otherwise provided, all notices required by this chapter shall be either delivered personally to the homeowner or deposited in the United States mail, postage prepaid, addressed to the homeowner at his or her site within the mobilehome park.

Article 2. Rental Agreement

798.15. The rental agreement shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all of the following:

(a) The term of the tenancy and the rent therefor.

(b) The rules and regulations of the park.

(c) A copy of the text of this chapter shall be attached as an exhibit and shall be incorporated into the rental agreement by reference. Management shall provide all homeowners with a copy of this chapter prior to February 1 of each year, if a significant change was made in the chapter by legislation enacted in the prior year.

(d) A provision specifying that (1) it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

(e) A description of the physical improvements to be provided the homeowner during his or her tenancy.

(f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.

(g) A provision stating that management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

(h) All other provisions governing the tenancy.

798.16. (a) The rental agreement may include other provisions permitted by law, but need not include specific language contained in state or local laws not a part of this chapter.

(b) Management shall return an executed copy of the rental agreement to the homeowner within 15 business days after management has received the rental agreement signed by the homeowner.

798.17. (a) (1) Rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

(2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.

(4) The homeowner who executes a rental agreement offered pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of the homeowner's execution of the rental agreement.

(c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.

(d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.

(e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure, a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule, regulation, or initiative measure. No other fee or other exaction shall be imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of the acceptance of a rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

(g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993, shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

(h) This section does not apply to or supersede other provisions of this part or other state law.

798.18. (a) A homeowner shall be offered a rental agreement for (1) a term of 12 months, or (2) a lesser period as the homeowner may request, or (3) a longer period as mutually agreed upon by both the homeowner and management.

(b) No rental agreement shall contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the rental agreement from the corresponding terms or conditions that would be offered to the homeowners on a month-to-month basis.

(c) No rental agreement for a term of 12 months or less shall include any provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement beyond the initial term for a term longer than 12 months at the sole option of either the management or the homeowner.

798.19. No rental agreement for a mobilehome shall contain a provision by which the homeowner waives his or her rights under the provisions of Articles 1 to 8, inclusive, of this chapter. Any such waiver shall be deemed contrary to public policy and void.

798.19.5. A rental agreement entered into or renewed on and after January 1, 2006, shall not include a clause, rule, regulation, or any other provision that grants to management the right of first refusal to purchase a homeowner's mobilehome that is in the park and offered for sale to a third party pursuant to Article 7 (commencing with Section 798.70). This section does not preclude a separate agreement for separate consideration granting the park owner or management a right of first refusal to purchase the homeowner's mobilehome that is in the park and offered for sale.

798.20. Membership in any private club or organization which is a condition for tenancy in a park shall not be denied on the basis of race, color, religion, sex, national origin, ancestry, or marital status.

798.21. (a) Notwithstanding Section 798.17, if a mobilehome space within a mobilehome park is not the principal residence of the homeowner and the homeowner has not rented the mobilehome to another party, it shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that the landlord may charge a tenant for rent.

(b) Nothing in this section is intended to require any homeowner to disclose information concerning his or her personal finances.

Nothing in this section shall be construed to authorize management to gain access to any records which would otherwise be confidential or privileged.

(c) For purposes of this section, a mobilehome shall be deemed to be the principal residence of the homeowner, unless a review of state or county records demonstrates that the homeowner is receiving a homeowner's exemption for another property or mobilehome in this state, or unless a review of public records reasonably demonstrates that the principal residence of the homeowner is out of state.

(d) Before modifying the rent or other terms of tenancy as a result of a review of records, as desribed in subdivision (c), the management shall notify the homeowner, in writing, of the proposed changes and provide the homeowner with a copy of the documents upon which management relied.

(e) The homeowner shall have 90 days from the date the notice described in subdivision (d) is mailed to review and respond to the notice. Management may not modify the rent or other terms of tenancy prior to the expiration of the 90-day period or prior to responding, in writing, to information provided by the homeowner. Management may not modify the rent or other terms of tenancy if the homeowner provides documentation reasonably establishing that the information provided by management is incorrect or that the homeowner is not the same person identified in the documents. However, nothing in this subdivision shall be construed to authorize the homeowner to change the homeowner's exemption status of the other property or mobilehome owned by the homeowner.

(f) This section does not apply under any of the following conditions:

(1) The homeowner is unable to rent or lease the mobilehome because the owner or management of the mobilehome park in which the mobilehome is located does not permit, or the rental agreement limits or prohibits, the assignment of the mobilehome or the subletting of the park space.

(2) The mobilehome is being actively held available for sale by the homeowner, or pursuant to a listing agreement with a real estate broker licensed pursuant to Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, or a mobilehome dealer, as defined in Section 18002.6 of the Health and Safety Code. A homeowner, real estate broker, or mobilehome dealer attempting to sell a mobilehome shall actively market and advertise the mobilehome for sale in good faith to bona fide purchasers for value in order to remain exempt pursuant to this subdivision.

(3) The legal owner has taken possession or ownership, or both, of the mobilehome from a registered owner through either a surrender of ownership interest by the registered owner or a foreclosure proceeding.

798.22. (a) In any new mobilehome park that is developed after January 1, 1982, mobilehome spaces shall not be rented for the accommodation of recreational vehicles as defined by Section 799.29 unless the mobilehome park has a specifically designated area within the park for recreational vehicles, which is separate and apart from the area designated for mobilehomes. Recreational vehicles may be located only in the specifically designated area.

(b) Any new mobilehome park that is developed after January 1, 1982, is not subject to the provisions of this section until 75 percent of the spaces have been rented for the first time.

798.23. (a) The owner of the park, and any person employed by the park, shall be subject to, and comply with, all park rules and regulations, to the same extent as residents and their guests.

(b) Subdivision (a) of this section does not apply to either of the following:

(1) Any rule or regulation that governs the age of any resident or guest.

(2) Acts of a park owner or park employee which are undertaken to fulfill a park owner's maintenance, management, and business operation responsibilities.

798.23.5. (a) (1) Management shall permit a homeowner to rent his or her home that serves as the homeowner's primary residence or sublet his or her space, under the circumstances described in paragraph (2) and subject to the requirements of this section.

(2) A homeowner shall be permitted to rent or sublet pursuant to paragraph (1) if a medical emergency or medical treatment requires the homeowner to be absent from his or her home and this is confirmed in writing by an attending physician.

(b) The following provisions shall apply to a rental or sublease pursuant to this section:

(1) The minimum term of the rental or sublease shall be six months, unless the management approves a shorter term, but no greater than 12 months, unless management approves a longer term.

(2) The management may require approval of a prospective renter or sublessee, subject to the process and restrictions provided by subdivision (a) of Section 798.74 for prospective purchasers of mobilehomes. A prospective sublessee shall comply with any rule or regulation limiting residency based on age requirements, pursuant to Section 798.76. The management may charge a prospective sublessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined in Section 1785.3, if the management or his or her agent requires that personal reference check or consumer credit report.

(3) The renter or sublessee shall comply with all rules and regulations of the park. The failure of a renter or sublessee to comply with the rules and regulations of the park may result in the termination of the homeowner's tenancy in the mobilehome park, in accordance with Section 798.56. A homeowner's tenancy may not be terminated under this paragraph if the homeowner completes an action for unlawful detainer or executes a judgement for possession, pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.

(4) The homeowner shall remain liable for the mobilehome park rent and other park charges.

(5) The management may require the homeowner to reside in the mobilehome park for a term of one year before management permits the renting or subletting of a mobilehome or mobilehome space.

(6) Notwithstanding subdivision (a) of Section 798.39, if a security deposit has been refunded to the homeowner pursuant to subdivision (b) or (c) of Section 798.39, the management may require the homeowner to resubmit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management may retain this security deposit for the duration of the term of the rental or sublease.

(7) The homeowner shall keep his or her current address and telephone number on file with the management during the term of rental or sublease. If applicable, the homeowner may provide the name, address, and telephone number of his or her legal representative.

(c) A homeowner may not charge a renter or sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the mobilehome, if any.

Article 3. Rules and Regulations

798.24. Each common area facility shall be open or available to residents at all reasonable hours and the hours of the common area facility shall be posted at the facility.

798.25. (a) Except as provided in subdivision (d), when the management proposes an amendment to the park's rules and regulations, the management shall meet and consult with the homeowners

in the park, their representatives, or both, after written notice has been given to all the homeowners in the park 10 days or more before the meeting. The notice shall set forth the proposed amendment to the park's rules and regulations and shall state the date, time, and location of the meeting.

(b) Except as provided in subdivision (d) following the meeting and consultation with the homeowners, the noticed amendment to the park's rules and regulations may be implemented, as to any homeowner, with the consent of that homeowner, or without the homeowner's consent upon written notice of not less than six months, except for regulations applicable to recreational facilities, which may be amended without homeowner consent upon written notice of not less than 60 days.

(c) Written notice to a homeowner whose tenancy commences within the required period of notice of a proposed amendment to the park's rules and regulations under subdivision (b) or (d) shall constitute compliance with this section where the written notice is given before the inception of the tenancy.

(d) When the management proposes an amendment to the park's rules and regulations mandated by a change in the law, including, but not limited to, a change in a statute, ordinance, or governmental regulation, the management may implement the amendment to the park's rules and regulations, as to any homeowner, with the consent of that homeowner or without the homeowner's consent upon written notice of not less than 60 days. For purposes of this subdivision, the management shall specify in the notice the citation to the statute, ordinance, or regulation, including the section number, that necessitates the proposed amendment to the park's rules and regulations.

(e) Any amendment to the park's rules and regulations that creates a new fee payable by the homeowner and that has not been expressly agreed upon by the homeowner and management in the written rental agreement or lease, shall be void and unenforceable.

798.25.5. Any rule or regulation of a mobilehome park that (a) is unilaterally adopted by the management, (b) is implemented without the consent of the homeowners, and (c) by its terms purports to deny homeowners their right to a trial by jury or which would mandate binding arbitration of any dispute between the management and homeowners shall be void and unenforceable.

798.26. (a) Except as provided in subdivision (b), the ownership or management of a park shall have no right of entry to a mobilehome without the prior written consent of the resident. The consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the rules and regulations of the park when the homeowner or resident fails to so maintain the premises, and protection of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

(b) The ownership or management of a park may enter a mobilehome without the prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.

798.27. (a) The management shall give written notice to all homeowners and prospective homeowners concerning the following matters: (1) the nature of the zoning or use permit under which the mobilehome park operates. If the mobilehome park is operating pursuant to a permit subject to a renewal or expiration date, the relevant information and dates shall be included in the notice. (2) The duration of any lease of the mobilehome park, or any portion thereof, in which the management is a lessee.

(b) If a change occurs concerning the zoning or use permit under which the park operates or a lease in which the management is a lessee, all homeowners shall be given written notice within 30 days of that change. Notification regarding the change of use of the park, or any portion thereof, shall be governed by subdivision (g) of Section 798.56. A prospective homeowner shall be notified prior to the inception of the tenancy.

798.28. The management of a mobilehome park shall disclose, in writing, the name, business address, and business telephone number of the mobilehome park owner upon the request of a homeowner.

798.28.5. (a) Except as otherwise provided in this section, the management may cause the removal, pursuant to Section 22658 of the Vehicle Code, of a vehicle other than a mobilehome that is parked in the park when there is displayed a sign at each entrance to the park as provided in paragraph (1) of subdivision (a) of Section 22658 of the Vehicle Code.

(b)(1) Management may not cause the removal of a vehicle from a homeowner's or resident's driveway or a homeowner's or resident's designated parking space except if management has first posted on the windshield of the vehicle a notice stating management's intent to remove the vehicle in seven days and stating the specific park rule that the vehicle has violated that justifies its removal. After the expiration of seven days following the posting of the notice, management may remove a vehicle that remains in violation of a rule for which notice has been posted upon the vehicle. If a vehicle rule violation is corrected within seven days after the rule violation notice is posted on the vehicle, the vehicle may not be removed. If a vehicle upon which a rule violation notice has been posted is removed from the park by a homeowner or resident and subsequently is returned to the park still in violation of the rule stated in the notice, management is not required to post any additional notice on the vehicle, and the vehicle may be removed after the expiration of the seven-day period following the original notice posting.

(2) If a vehicle poses a significant danger to the health or safety of a park resident or guest, or if a homeowner or resident requests to have a vehicle removed from his or her driveway or designated parking space, the requirements of paragraph (1) do not apply, and management may remove the vehicle pursuant to Section 22658 of the Vehicle Code.

798.29. The management shall post a mobilehome ombudsman sign provided by the Department of Housing and Community Development, as required by Section 18253.5 of the Health and Safety Code.

798.29.5. The management shall provide, by posting notice on the mobilehomes of all affected homeowners and residents, at least 72 hours' written advance notice of an interruption in utility service of more than two hours for the maintenance, repair, or replacement of facilities of utility systems over which the management has control within the park, provided that the interruption is not due to an emergency. The management shall be liable only for actual damages sustained by a homeowner or resident for violation of this section.

"Emergency," for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the management's regular or planned maintenance, repair, or replacement of utility facilities.

Article 4. Fees and Charges

798.30. The management shall give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase.

798.31. A homeowner shall not be charged a fee for other than rent, utilities, and incidental reasonable charges for services actually rendered.

A homeowner shall not be charged a fee for obtaining a lease on a mobilehome lot for (1) a term of 12 months, or (2) a lesser period as the homeowner may request. A fee may be charged for a lease of

more than one year if the fee is mutually agreed upon by both the homeowner and management.

798.32. (a) A homeowner shall not be charged a fee for services actually rendered which are not listed in the rental agreement unless he or she has been given written notice thereof by the management, at least 60 days before imposition of the charge.

(b) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

798.33. (a) No lease agreement entered into, modified, or renewed on or after January 1, 2001, shall prohibit a homeowner from keeping at least one pet within the park, subject to reasonable rules and regulations of the park. This section may not be construed to affect any other rights provided by law to a homeowner to keep a pet within the park.

(b) A homeowner shall not be charged a fee for keeping a pet in the park unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charged shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the park.

(c) For purposes of this section, "pet" means any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the management and the homeowner.

798.34. (a) A homeowner shall not be charged a fee for a guest who does not stay with him or her for more than a total of 20 consecutive days or a total of 30 days in a calendar year. A person who is a guest, as described in this subdivision, shall not be required to register with the management.

(b) A homeowner who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for that person. The person shall be considered a guest of the homeowner and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. The guest shall comply with the provisions of the rules and regulations of the mobilehome park.

(c) A senior homeowner may share his or her mobilehome with any person over 18 years of age if that person is providing live-in health care or live-in supportive care to the homeowner pursuant to a written treatment plan prepared by the homeowner's physician. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in the park, and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. That person shall comply with the rules and regulations of the mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner who is 55 years of age or older.

(d) A senior homeowner who resides in a mobilehome park that has implemented rules or regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 798.76, may share his or her mobilehome with any person over 18 years of age if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision pursuant to a written treatment plan prepared by a physician and surgeon. Management may not charge a fee for this person. Any agreement between the senior homeowner and this person shall not change the terms and conditions of the rental agreement between management and the senior homeowner. Unless otherwise agreed upon, park management shall not be required to manage, supervise, or provide for this person's care during his or her stay in the mobilehome park. This person shall have no rights of tenancy in the park, but shall comply with the rules and regulations of the mobilehome park. A violation of the mobilehome park rules and regulations by this person shall be deemed a violation of the rules and regulations by the homeowner pursuant to subdivision (d) of Section 798.56. As used in this subdivision, "senior homeowner" means a homeowner who is 55 years of age or older.

798.35. A homeowner shall not be charged a fee based on the number of members in his or her immediate family. As used in this section, the "immediate family" shall be limited to the homeowner, his or her spouse, their parents, their children, and their grandchildren under 18 years of age.

798.36. A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park, except a reasonable fee may be charged by management for the maintenance or cleanup, as described in subdivision (b), of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

(b) (1) If management determines, in good faith, that the removal of a homeowner's or resident's personal property from the land and premises upon which the mobilehome is situated is necessary to bring the premises into compliance with the reasonable rules and regulations of the park or the provisions of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code) or Title 25 of the California Code of Regulations, management may remove the property to a reasonably secure storage facility. Management shall provide written notice of at least 14 days of its intent to remove the personal property, including a description of the property to be removed. The notice shall include the rule, regulation, or code justifying the removal and shall provide an estimate of the charges to be imposed by management. The property to be removed shall not include the mobilehome or its appurtenances or accessory structures.

(2) The homeowner or resident shall be responsible for reimbursing to management the actual, reasonable costs, if any, of removing and storing the property. These costs incurred by management in correcting the rules violation associated with the removal and storage of the property, are deemed reasonable incidental service charges and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner.

(3) Within seven days from the date the property is removed to a storage area, management shall provide the homeowner or resident a written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by the resident or homeowner. If, within 60 days, the homeowner or resident does not claim the property, the property shall be deemed to be abandoned, and management may dispose of the property in any manner. The homeowner' s or resident's liability for storage charges shall not exceed 60 days. If the homeowner or resident claims the property, but has not reimbursed management for storage costs, management may bill those costs in a monthly statement which shall constitute notice of nonpayment, and the costs shall become the obligation of the homeowner or resident. If a resident or homeowner communicates in writing his or her intent to abandon the property before 60 days has expired, management may dispose of the property immediately and no further storage charges shall accrue.

(4) If management elects to dispose of the property by way of sale or auction, and the funds received from the sale or auction exceed the amount owed to management, management shall refund the difference to the homeowner or resident within 15 days from the date of management's receipt of the funds from the sale or auction. The refund shall be delivered to the homeowner or resident by first-class mail postage prepaid to his or her address in the park, or by personal delivery, and shall include an accounting specifying the costs of removal and storage of the property incurred by management in correcting the rules violation and the amount of proceeds realized from any sale or auction. If a sale or auction of the property yields less than the costs incurred by management, the homeowner or resident shall be responsible for the difference, and this amount shall be deemed a reasonable incidental service charge and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner. If management elects to proceed under this section, it may not also terminate the tenancy pursuant to subdivision (d) of Section 798.56 based upon the specific violations relied upon to proceed under this section. In any proceeding under this section, management shall bear the burden of proof that enforcement was undertaken in a nondiscriminatory, nonselective fashion.

798.37. A homeowner may not be charged a fee for the entry, installation, hookup, or landscaping as a condition of tenancy except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the occupancy of the specific site upon which the mobilehome is located and not incurred as a portion of the development of the mobilehome park as a whole. However, reasonable landscaping and maintenance requirements may be included in the park rules and regulations. The management may not require a homeowner or prospective homeowner to purchase, rent, or lease goods or services for landscaping, remodeling, or maintenance from any person, company, or corporation.

798.37.5 (a) With respect to trees on rental spaces in a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a homeowner or a determination by park management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, the park management or a homeowner may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists.

(b) With respect to trees in the common areas of a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof.

(c) Park management shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by park management including, but not limited to, repair of root damage to driveways and foundation systems and removal. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway. A homeowner may be charged for the cost of any damage to the driveway caused by an act of the homeowner or a breach of the homeowner's responsibilities under the rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this section.

(d) No homeowner may plant a tree within the mobilehome park without first obtaining written permission from the management.

(e) This section shall not apply to alter the terms of any rental agreement in effect prior to January 1, 2001, between the park management and the homeowner regarding the responsibility for the maintenance of trees and driveways within the mobilehome park, except that upon any renewal or extension, the rental agreement shall be subject to this section. This section is not intended to abrogate the content of any existing rental agreement or other written agreements regarding trees or driveways that are in effect prior to January 1, 2001.

(f) This section shall only apply to rental agreements entered into, renewed, or extended on or after January 1, 2001.

(g) Any mobilehome park rule or regulation shall be in compliance with this section.

798.38. (a) Where the management provides both master-meter and submeter service of utilities to a homeowner, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his or her meter. The management shall post in a conspicuous place, the prevailing residential utilities rate schedule as published by the serving utility.

(b) If a third-party billing agent or company prepares utility billing for the park, the management shall disclose on each resident's billing, the name, address, and telephone number of the billing agent or company.

798.39. (a) The management may only demand a security deposit on or before initial occupancy and the security deposit may not be in an amount or value in excess of an amount equal to two months' rent that is charged at the inception of the occupancy, in addition to any rent for the first month. In no event shall additional security deposits be demanded of a homeowner following the initial occupancy.

(b) As to all security deposits collected on or after January 1, 1989, after the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for any 12-consecutive-month period subsequent to the collection of the security deposit by the management, or upon resale of the mobilehome, whichever occurs earlier, the management shall, upon the receipt of a written request from the homeowner, refund to the homeowner the amount of the security deposit within 30 days following the end of the 12-consecutive-month period of the prompt payment or the date of the resale of the mobilehome.

(c) As to all security deposits collected prior to January 1, 1989, upon the extension or renewal of the rental agreement or lease between the homeowner and the management, and upon the receipt of a written request from the homeowner, if the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for the 12-consecutive- month period preceding the receipt of the written request, the management shall refund to the homeowner the amount of the security deposit within 60 days.

(d) As to all security deposits collected prior to January 1, 1989, and not disbursed pursuant to subdivision (c), in the event that the mobilehome park is sold or transferred to any other party or entity, the selling park owner shall deposit in escrow an amount equal to all security deposits that the park owner holds. The seller's escrow instructions shall direct that, upon close of escrow, the security deposits therein that were held by the selling park owner (including the period in escrow) for 12 months or more, shall be disbursed to the persons who paid the deposits to the selling park owner and promptly paid, within five days of the date the amount is due, all rent, utilities, and reasonable service charges for the 12-month period preceding the close of escrow.

(e) Any and all security deposits in escrow that were held by the selling park owner that are not required to be disbursed pursuant to subdivision (b), (c), or (d) shall be disbursed to the successors in interest to the selling or transferring park owner, who shall have the same obligations of the park's management and ownership specified in this section with respect to security deposits. The disbursal may be made in escrow by a debit against the selling park owner and a credit to the successors in interest to the selling park owner.

(f) The management shall not be required to place any security deposit collected in an interest-bearing account or to provide a homeowner with any interest on the security deposit collected.

(g) Nothing in this section shall affect the validity of title to real property transferred in violation of this section.

798.40. The management shall not acquire a lien or security interest, other than an interest arising by reason of process issued to enforce a judgment of any court, in a mobilehome located in the park unless it is mutually agreed upon by both the homeowner and management. Any billing and payment upon the obligation shall be kept separate from current rent.

798.41. (a) Where a rental agreement, including a rental agreement specified in Section 798.17, does not specifically provide otherwise, the park management may elect to bill a homeowner separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the park. Any separately billed utility fees and charges shall not be deemed to be included in the rent charged for those spaces under the rental agreement, and shall not be deemed to be rent or a rent increase for purposes of any ordinance, rule, regulation, or initiative measure adopted or enforced by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent, provided that at the time of the initial separate billing of any utility fees and charges the rent chargeable under the rental agreement or the base rent chargeable under the terms of a local rent control provision is simultaneously reduced by an amount equal to the fees and charges separately billed. The amount of this reduction shall be equal to the average amount charged to the park management for that utility service for that space during the 12 months immediately preceding notice of the commencement of the separate billing for that utility service.

Utility services to which this section applies are natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service.

(b) This section does not apply to rental agreements entered into prior to January 1, 1991, until extended or renewed on or after that date.

(c) Nothing in this section shall require rental agreements to provide for separate billing to homeowners of fees and charges specified in subdivision (a).

(d) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

798.42. (a) The management shall not charge or impose upon a homeowner any fee or increase in rent which reflects the cost to the management of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the management for a violation of this chapter, including any attorney's fees and costs incurred by the management in connection therewith.

(b) A court shall consider the remoteness in time of the assessment or award against the management of any fine, forfeiture, penalty, money damages, or fee in determining whether the homeowner has met the burden of proof that the fee or increase in rent is in violation of this section.

(c) Any provision in a rental agreement entered into, renewed, or modified on or after January 1, 1995, that permits a fee or increase in rent that reflects the cost to the management of any money damages awarded against the management for a violation of this chapter shall be void.

798.43. (a) Except as provided in subdivision (b), whenever a homeowner is responsible for payment of gas, water, or electric utility service, management shall disclose to the homeowner any condition by which a gas, water, or electric meter on the homeowner's site measures gas, water, or electric service for common area facilities or equipment, including lighting, provided that management has knowledge of the condition.

Management shall disclose this information prior to the inception of the tenancy or upon discovery and shall complete either of the following:

(1) Enter into a mutual written agreement with the homeowner for compensation by management for the cost of the portion of the service measured by the homeowner's meter for the common area facilities or equipment to the extent that this cost accrues on or after January 1, 1991.

(2) Discontinue using the meter on the homeowner's site for the utility service to the common area facilities and equipment.

(b) On and after January 1, 1994, if the electric meter on the homeowner's site measures electricity for lighting mandated by Section 18602 of the Health and Safety Code and this lighting provides lighting for the homeowner's site, management shall be required to comply with subdivision (a).

798.43.1. (a) The management of a master-meter park shall give written notice to homeowners and residents on or before February 1 of each year in their utility billing statements about assistance to low-income persons for utility costs available under the California Alternate Rates for Energy (CARE) program, established pursuant to Section 739.1 of the Public Utilities Code. The notice shall include CARE information available to master-meter customers from their serving utility, to include, at a minimum: (1) the fact that CARE offers a discount on monthly gas or electric bills for qualifying low-income residents; and (2) the telephone number of the serving utility which provides CARE information and applications. The park shall also post the notice in a conspicuous place in the clubhouse, or if there is no clubhouse, in a conspicuous public place in the park.

(b) The management of a master-meter park may accept and help process CARE program applications from homeowners and residents in the park, fill in the necessary account or other park information required by the serving utility to process the applications, and send the applications to the serving utility. The management shall not deny a homeowner or resident who chooses to submit a CARE application to the utility himself or herself any park information, including a utility account number, the serving utility requires to process a homeowner or resident CARE program application.

(c) The management of a master-meter park shall pass through the full amount of the CARE program discount in monthly utility billings to homeowners and residents who have qualified for the CARE rate schedule, as defined in the serving utility's applicable rate schedule. The management shall notice the discount on the billing statement of any homeowner or resident who has qualified for the CARE rate schedule as either the itemized amount of the discount or a notation on the statement that the homeowner or resident is receiving the CARE discount on the electric bill, the gas bill, or both the electric and gas bills.

(d) "Master-meter park" as used in this section means "master-meter customer" as used in Section 739.5 of the Public Utilities Code.

798.44. (a) The management of a park that does not permit mobilehome owners or park tenants to purchase liquefied petroleum

gas for use in the mobilehome park from someone other than the mobilehome park management shall not sell liquefied petroleum gas to mobilehome owners and tenants within the park at a cost which exceeds 110 percent of the actual price paid by the management of the park for liquefied petroleum gas.

(b) The management of a park shall post in a visible location the actual price paid by management for liquefied petroleum gas sold pursuant to subdivision (a).

(c) This section shall apply only to mobilehome parks regulated under the Mobilehome Residency Law. This section shall not apply to recreational vehicle parks, as defined in Section 18215 of the Health and Safety Code, which exclusively serve recreational vehicles, as defined in Section 18010 of the Health and Safety Code.

(d) Nothing in this section is intended to abrogate any rights a mobilehome park owner may have under Section 798.31 of the Civil Code.

(e) In addition to a mobilehome park described in subdivision (a), the requirements of subdivisions (a) and (b) shall apply to a mobilehome park where requirements of federal, state, or local law or regulation, including, but not limited to, requirements for setbacks between mobilehomes, prohibit homeowners or tenants from installing their own liquefied petroleum gas supply tanks, notwithstanding that the management of the mobilehome park permits mobilehome owners and park tenants to buy their own liquefied petroleum gas.

Article 4.5. Rent Control

798.45. Notwithstanding Section 798.17, "new construction" as defined in Section 798.7, shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that a landlord may charge a tenant for rent.

798.49. (a) Except as provided in subdivision (d), the local agency of any city, including a charter city, county, or city and county, which administers an ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent shall permit the management to separately charge a homeowner for any of the following:

(1) The amount of any fee, assessment or other charge first imposed by a city, including a charter city, a county, a city and county, the state, or the federal government on or after January 1, 1995, upon the space rented by the homeowner.

(2) The amount of any increase on or after January 1, 1995, in an existing fee, assessment or other charge imposed by any governmental entity upon the space rented by the homeowner.

(3) The amount of any fee, assessment or other charge upon the space first imposed or increased on or after January 1, 1993, pursuant to any state or locally mandated program relating to housing contained in the Health and Safety Code.

(b) If management has charged the homeowner for a fee, assessment, or other charge specified in subdivision (a) that was increased or first imposed on or after January 1, 1993, and the fee, assessment, or other charge is decreased or eliminated thereafter, the charge to the homeowner shall be decreased or eliminated accordingly.

(c) The amount of the fee, assessment or other charges authorized by subdivision (a) shall be separately stated on any billing to the homeowner. Any change in the amount of the fee, assessment, or other charges that are separately billed pursuant to subdivision (a) shall be considered when determining any rental adjustment under the local ordinance.

(d) This section shall not apply to any of the following:

(1) Those fees, assessments, or charges imposed pursuant to the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), unless specifically authorized by Section 18502 of the Health and Safety Code.

(2) Those costs that are imposed on management by a court pursuant to Section 798.42.

(3) Any fee or other exaction imposed upon management for the specific purpose of defraying the cost of administration of any ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent.

(4) Any tax imposed upon the property by a city, including a charter city, county, or city and county.

(e) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

Article 5. Homeowner Communications and Meetings

798.50. It is the intent of the Legislature in enacting this article to ensure that homeowners and residents of mobilehome parks have the right to peacefully assemble and freely communicate with one another and with others with respect to mobilehome living or for social or educational purposes.

798.51. (a) No provision contained in any mobilehome park rental agreement, rule, or regulation shall deny or prohibit the right of any homeowner or resident in the park to do any of the following:

(1) Peacefully assemble or meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Meetings may be held in the park community or recreation hall or clubhouse when the facility is not otherwise in use, and, with the consent of the homeowner, in any mobilehome within the park.

(2) Invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with homeowners and residents and speak upon matters of public interest, in accordance with Section 798.50.

(3) Canvass and petition homeowners and residents for noncommercial purposes relating to mobilehome living, election to public office, or the initiative, referendum, or recall processes, at reasonable hours and in a reasonable manner, including the distribution or circulation of information.

(b) A homeowner or resident may not be charged a cleaning deposit in order to use the park recreation hall or clubhouse for meetings of resident organizations for any of the purposes stated in Section 798.50 and this section, whether or not guests or visitors from outside the park are invited to attend the meeting, if a homeowner or resident of the park is hosting the meeting and all homeowners or residents of the park are allowed to attend.

(c) A homeowner or resident may not be required to obtain liability insurance in order to use common area facilities for the purposes specified in this section and Section 798.50. However, if alcoholic beverages are to be served at any meeting or private function, a liability insurance binder may be required by the park ownership or management. The ownership or management of a mobilehome park may prohibit the consumption of alcoholic beverages in the park common area facilities if the terms of the rental agreement or the rules and regulations of the park prohibit it.

(d) A homeowner, organization, or group of homeowners using a recreation hall or clubhouse pursuant to this section shall be required to adhere to any limitations or restrictions regarding vehicle parking or maximum occupancy for the clubhouse or recreation hall.

(e) A homeowner or resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the

sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobilehome park is located imposes a more restrictive period of time for the display of such a sign.

798.52. Any homeowner or resident who is prevented by management from exercising the rights provided for in Section 798.51 may bring an action in a court of law to enjoin enforcement of any rule, regulation, or other policy which unreasonably deprives a homeowner or resident of those rights.

Article 5.5. Homeowners Meetings with Management

798.53. The management shall meet and consult with the homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners who have signed a request to be so represented on the following matters:

(a) Resident concerns regarding existing park rules that are not subject to Section 798.25.

(b) Standards for maintenance of physical improvements in the park.

(c) Addition, alteration, or deletion of service, equipment, or physical improvements.

(d) Rental agreements offered pursuant to Section 798.17.

Any collective meeting shall be conducted only after notice thereof has been given to all the requesting homeowners 10 days or more before the meeting.

Article 6. Termination of Tenancy

798.55. (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of mobilehomes occupied within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.

(b) (1) The management may not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner, in the manner prescribed by Section 1162 of the Code of Civil Procedure, to sell or remove, at the homeowner's election, the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner. The copy may be sent by regular mail or by certified or registered mail with return receipt requested, at the option of the management.

(2) The homeowner shall pay past due rent and utilities upon the sale of a mobilehome pursuant to paragraph (1).

(c) If the homeowner has not paid the rent due within three days after notice to the homeowner, and if the first notice was not sent by certified or registered mail with return receipt requested, a copy of the notice shall again be sent to the legal owner, each junior lienholder, and the registered owner, if other than the homeowner, by certified or registered mail with return receipt requested within 10 days after notice to the homeowner. Copies of the notice shall be addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

(d) If management obtains a court judgment against a homeowner or resident, the cost incurred by management in obtaining a title search for the purpose of complying with the notice requirements of this section shall be recoverable as a cost of suit.

(e) The resident of a mobilehome that remains in the mobilehome park after service of the notice to sell or remove the mobilehome shall continue to be subject to this chapter and the rules and regulations of the park, including rules regarding maintenance of the space.

(f) No lawful act by the management to enforce this chapter or the rules and regulations of the park may be deemed or construed to waive or otherwise affect the notice to remove the mobilehome.

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56(e)(5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

798.56a. (a) Within 60 days after receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy pursuant to any reason provided in Section 798.56, the legal owner, if any, and each junior lienholder, if any, shall notify the management in writing of at least one of the following:

(1) Its offer to sell the obligation secured by the mobilehome to the management for the amount specified in its written offer. In that event, the management shall have 15 days following receipt of the offer to accept or reject the offer in writing. If the offer is rejected, the person or entity that made the offer shall have 10 days in which to exercise one of the other options contained in this section and shall notify management in writing of its choice.

(2) Its intention to foreclose on its security interest in the mobilehome.

(3) Its request that the management pursue the termination of tenancy against the homeowner and its offer to reimburse management for the reasonable attorney's fees and court costs incurred by the management in that action. If this request and offer are made, the legal owner, if any, or junior lienholder, if any, shall reimburse the management the amount of reasonable attorney's fees and court costs, as agreed upon by the management and the legal owner or junior lienholder, incurred by the management in an action to terminate the homeowner's tenancy, on or before the earlier of (A) the 60th calendar day following receipt of written notice from the man-

agement of the aggregate amount of those reasonable attorney's fees and costs or (B) the date the mobilehome is resold.

(b) A legal owner, if any, or junior lienholder, if any, may sell the mobilehome within the park to a third party and keep the mobilehome on the site within the mobilehome park until it is resold only if all of the following requirements are met:

(1) The legal owner, if any, or junior lienholder, if any, notifies management in writing of the intention to exercise either option described in paragraph (2) or (3) of subdivision (a) within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy and satisfies all of the responsibilities and liabilities of the homeowner owing to the management for the 90 days preceding the mailing of the notice of termination of tenancy and then continues to satisfy these responsibilities and liabilities as they accrue from the date of the mailing of that notice until the date the mobilehome is resold.

(2) Within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy, the legal owner or junior lienholder commences all repairs and necessary corrective actions so that the mobilehome complies with park rules and regulations in existence at the time the notice of termination of tenancy was given as well as the health and safety standards specified in Sections 18550, 18552, and 18605 of the Health and Safety Code, and completes these repairs and corrective actions within 90 calendar days of that notice, or before the date that the mobilehome is sold, whichever is earlier.

(3) The legal owner, if any, or junior lienholder, if any, complies with the requirements of Article 7 (commencing with Section 798.70) as it relates to the transfer of the mobilehome to a third party.

(c) For purposes of subdivision (b), the "homeowner's responsibilities and liabilities" means all rents, utilities, reasonable maintenance charges of the mobilehome and its premises, and reasonable maintenance of the mobilehome and its premises pursuant to existing park rules and regulations.

(d) If the homeowner files for bankruptcy, the periods set forth in this section are tolled until the mobilehome is released from bankruptcy.

(e) Notwithstanding any other provision of law, including, but not limited to, Section 18099.5 of the Health and Safety Code, if neither the legal owner nor a junior lienholder notifies the management of its decision pursuant to subdivision (a) within the period allowed, or performs as agreed within 30 days, or if a registered owner of a mobilehome, that is not encumbered by a lien held by a legal owner or a junior lienholder, fails to comply with a notice of termination and is either legally evicted or vacates the premises, the management may either remove the mobilehome from the premises and place it in storage or store it on its site. In this case, notwithstanding any other provision of law, the management shall have a warehouseman's lien in accordance with Section 7209 of the Commercial Code against the mobilehome for the costs of dismantling and moving, if appropriate, as well as storage, that shall be superior to all other liens, except the lien provided for in Section 18116.1 of the Health and Safety Code, and may enforce the lien pursuant to Section 7210 of the Commercial Code either after the date of judgment in an unlawful detainer action or after the date the mobilehome is physically vacated by the resident, whichever occurs earlier. Upon completion of any sale to enforce the warehouseman's lien in accordance with Section 7210 of the Commercial Code, the management shall provide the purchaser at the sale with evidence of the sale, as shall be specified by the Department of Housing and Community Development, that shall, upon proper request by the purchaser of the mobilehome, register title to the mobilehome to this purchaser, whether or not there existed a legal owner or junior lienholder on this title to the mobilehome.

(f) All written notices required by this section shall be sent to the other party by certified or registered mail with return receipt requested.

(g) Satisfaction, pursuant to this section, of the homeowner's accrued or accruing responsibilities and liabilities shall not cure the default of the homeowner.

798.57. The management shall set forth in a notice of termination, the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither reference to the section number or a subdivision thereof, nor a recital of the language of this article will constitute compliance with this section.

798.58. Tenancy may only be terminated for reasons contained in Section 798.56, and a tenancy may not be terminated for the purpose of making a homeowner's site available for a person who purchased or proposes to purchase, or rents or proposes to rent, a mobilehome from the owner of the park or the owner's agent.

798.59. A homeowner shall give written notice to the management of not less than 60 days before vacating his or her tenancy.

798.60. The provisions of this article shall not affect any rights or proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure except as otherwise provided herein.

798.61. (a) (1) As used in this section, "abandoned mobilehome" means a mobilehome about which all of the following are true:

(A) It is located in a mobilehome park on a site for which no rent has been paid to the management for the preceding 60 days.

(B) It is unoccupied.

(C) A reasonable person would believe it to be abandoned.

(2) For purposes of this section:

(A) "Mobilehome" shall include a trailer coach, as defined in Section 635 of the Vehicle Code, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code, if the trailer coach or recreational vehicle also satisfies the requirements of paragraph (1), including being located on any site within a mobilehome park, even if the site is in a separate designated section pursuant to Section 18215 of the Health and Safety Code.

(B) "Abandoned mobilehome" shall include a mobilehome that is uninhabitable because of its total or partial destruction that cannot be rehabilitated, if the mobilehome also satisfies the requirements of paragraph (1).

(b) After determining a mobilehome in a mobilehome park to be an abandoned mobilehome, the management shall post a notice of belief of abandonment on the mobilehome for not less than 30 days, and shall deposit copies of the notice in the United States mail, postage prepaid, addressed to the homeowner at the last known address and to any known registered owner, if different from the homeowner, and to any known holder of a security interest in the abandoned mobilehome. This notice shall be mailed by registered or certified mail with a return receipt requested.

(c) Thirty or more days following posting pursuant to subdivision (b), the management may file a petition in the superior court in the county in which the mobilehome park is located, for a judicial declaration of abandonment of the mobilehome. A proceeding under this subdivision is a limited civil case. Copies of the petition shall be served upon the homeowner, any known registered owner, and any known person having a lien or security interest of record in the mobilehome by posting a copy on the mobilehome and mailing copies to those persons at their last known addresses by registered or certified mail with a return receipt requested in the United States mail, postage prepaid.

(d) (1) Hearing on the petition shall be given precedence over other matters on the court's calendar.

(2) If, at the hearing, the petitioner shows by a preponderance of the evidence that the criteria for an abandoned mobilehome has been satisfied and no party establishes an interest therein at the hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award attorney's fees and costs to the petitioner. For purposes of this subdivision an interest in the mobilehome shall be established by evidence of a right to possession of the mobilehome or a security or ownership interest in the mobilehome.

(3) A default may be entered by the court clerk upon request of the petitioner, and a default judgment shall be thereupon entered, if no responsive pleading is filed within 15 days after service of the petition by mail.

(e) (1) Within 10 days following a judgment of abandonment, the management shall enter the abandoned mobilehome and complete an inventory of the contents and submit the inventory to the court.

(2) During this period the management shall post and mail notice of intent to sell the abandoned mobilehome and its contents under this section, and announcing the date of sale, in the same manner as provided for the notice of determination of abandonment under subdivision (b).

(3) At any time prior to the sale of a mobilehome under this section, any person having a right to possession of the mobilehome may recover and remove it from the premises upon payment to the management of all rent or other charges due, including reasonable costs of storage and other costs awarded by the court. Upon receipt of this payment and removal of the mobilehome from the premises pursuant to this paragraph, the management shall immediately file an acknowledgment of satisfaction of judgment pursuant to Section 724.030 of the Code of Civil Procedure.

(f) Following the judgment of abandonment, but not less than 10 days following the notice of sale specified in subdivision (e), the management may conduct a public sale of the abandoned mobilehome and its contents. The management may bid at the sale and shall have the right to offset its bids to the extent of the total amount due it under this section. The proceeds of the sale shall be retained by the management, but any unclaimed amount thus retained over and above the amount to which the management is entitled under this section shall be deemed abandoned property and shall be paid into the treasury of the county in which the sale took place within 30 days of the date of the sale. The former homeowner or any other owner may claim any or all of that unclaimed amount within one year from the date of payment to the county by making application to the county treasurer or other official designated by the county. If the county pays any or all of that unclaimed amount to a claimant, neither the county nor any officer or employee of the county is liable to any other claimant as to the amount paid.

(g) Within 30 days of the date of the sale, the management shall submit to the court an accounting of the moneys received from the sale and the disposition of the money and the items contained in the inventory submitted to the court pursuant to subdivision (e).

(h) The management shall provide the purchaser at the sale with a copy of the judgment of abandonment and evidence of the sale, as shall be specified by the State Department of Housing and Community Development or the Department of Motor Vehicles, which shall register title in the abandoned mobilehome to the purchaser upon presentation thereof. The sale shall pass title to the purchaser free of any prior interest, including any security interest or lien, except the lien provided for in Section 18116.1 of the Health and Safety Code, in the abandoned mobilehome.

Article 7. Transfer of Mobilehome or Mobilehome Park

798.70. A homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person, may advertise the sale or exchange of his or her mobilehome, or, if not prohibited by the terms of an agreement with the management, may advertise the rental of his or her mobilehome, by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. Any such person also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house," unless the park rules prohibit the display of an open house sign. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed 24 inches in width and 36 inches in height. Signs posted in front of a mobilehome pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets which provide information on the mobilehome for sale, exchange, or rent.

798.71. (a) (1) The management may not show or list for sale a manufactured home or mobilehome without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

(2) Management may require that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale. If management requires that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale, failure to comply with this requirement does not invalidate a transfer.

(b) The management shall prohibit neither the listing nor the sale of a manufactured home or mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other than the management.

(c) The management shall not require the selling homeowner, or an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, to authorize the management or any other specified broker, dealer, or person to act as the agent in the sale of a manufactured home or mobilehome as a condition of resale of the home in the park or of management's approval of the buyer or prospective homeowner for residency in the park.

(d) Nothing in this section shall be construed as affecting the provisions of the Health and Safety Code governing the licensing of manufactured home or mobilehome salespersons or dealers.

798.72. (a) The management shall not charge a homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person a transfer or selling fee as a condition of a sale of his mobilehome within a park unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale

unless so requested, in writing, by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person.

(b) The management shall not charge a prospective homeowner or his or her agent, upon purchase of a mobilehome, a fee as a condition of approval for residency in a park unless the management performs a specific service in the sale. The management shall not impose a fee, other than for a credit check in accordance with subdivision (b) of Section 798.74, for an interview of a prospective homeowner.

798.73. The management may not require the removal of a mobilehome from the park in the event of its sale to a third party during the term of the homeowner's rental agreement or in the 60 days following the initial notice required by paragraph (1) of subdivision (b) of Section 798.55. However, in the event of a sale to a third party, in order to upgrade the quality of the park, the management may require that a mobilehome be removed from the park where:

(a) It is not a "mobilehome" within the meaning of Section 798.3.

(b) It is more than 20 years old, or more than 25 years old if manufactured after September 15, 1971, and is 20 feet wide or more, and the mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(c) The mobilehome is more than 17 years old, or more than 25 years old if manufactured after September 15, 1971, and is less than 20 feet wide, and the mobilehome does not comply with the construction and safety standards under Sections 18550, 18552, and 18605 of the Health and Safety Code and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(d) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and to the public, exclusive of its age. The management shall use reasonable discretion in determining the general condition of the mobilehome and its accessory structures. The management shall bear the burden of demonstrating that the mobilehome is in a significantly rundown condition or in disrepair. The management of the park may not require repairs or improvements to the park space or property owned by the management, except for damage caused by the actions or negligence of the homeowner or an agent of the homeowner.

798.73.5 (a) In the case of a sale or transfer of a mobilehome that will remain in the park, the management may only require repairs or improvements to the mobilehome, its appurtenances, or an accessory structure that meet all of the following conditions:

(1) Except as provided by Section 798.83, the repair or improvement is to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

(2) The repair or improvement is based upon or is required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation of the mobilehome park that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes.

(3) The repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

(b) The management, in the case of sale or transfer of a mobilehome that will remain in the park, shall provide a homeowner with a written summary of repairs or improvements that management requires to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management no later than 10 business days following the receipt of a request for this information, as part of the notice required by Section 798.59. This summary shall include specific references to park rules and regulations, local ordinances, and state statutes and regulations relating to mobilehomes upon which the request for repair or improvement is based.

(c) The provisions of this section enacted at the 1999-2000 Regular Session of the Legislature are declarative of existing law as they pertain to allowing park management to enforce park rules and regulations; these provisions specifically limit repairs and improvements that can be required of a homeowner by park management at the time of sale or transfer to the same repairs and improvements that can be required during any other time of a residency.

798.74. (a) The management may require the right of prior approval of a purchaser of a mobilehome that will remain in the park and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the park unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the park. In determining whether the purchaser has the financial ability to pay the rent and charges of the park, the management shall not require the purchaser to submit copies of any personal income tax returns in order to obtain approval for residency in the park. However, management may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support.

Upon request of any prospective homeowner who proposes to purchase a mobilehome that will remain in the park, management shall inform that person of the information management will require in order to determine if the person will be acceptable as a homeowner in the park.

Within 15 business days of receiving all of the information requested from the prospective homeowner, the management shall notify the seller and the prospective homeowner, in writing, of either acceptance or rejection of the application, and the reason if rejected. During this 15-day period the prospective homeowner shall comply with the management's request, if any, for a personal interview. If the approval of a prospective homeowner is withheld for any reason other than those stated in this article, the management or owner may be held liable for all damages proximately resulting therefrom.

(b) If the management collects a fee or charge from a prospective purchaser of a mobilehome in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that mobilehome purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the date of rejection. If the prospective purchaser is approved by the management, but, for whatever reason, the prospective purchaser elects not to purchase the mobilehome, the management may retain the fee, or a portion thereof, to defray its administrative costs under this section.

798.74.4. The transfer or sale of a manufactured home or mobilehome in a mobilehome park is subject to the transfer disclosure requirements and provisions set forth in Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of the Civil Code. The requirements include, but are not limited to, the use of the Manufactured Home and Mobilehome Transfer Disclosure Statement set forth in Section 1102.6d of the Civil Code.

798.74.5 (a) Within two business days of receiving a request from a prospective homeowner for an application for residency for a

specific space within a mobilehome park, if the management has been advised that the mobilehome occupying that space is for sale, the management shall give the prospective homeowner a separate document in at least 12-point type entitled "INFORMATION FOR PROSPECTIVE HOMEOWNERS," which includes the following statements:

"As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information. Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park. If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be $____ (must be completed by the management) for space number ____ (must be completed by the management). Additional information regarding future rent or fee increases may also be provided. In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

_____

_____

(Management shall describe the fee or charge and a good faith estimate of each fee or charge.)

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located. A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75) If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74) We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: _____

Signature of Park Manager: _____

Acknowledge Receipt by Prospective Homeowner:

_____

(b) Management shall provide a prospective homeowner, upon his or her request, with a copy of the rules and regulations of the park and with a copy of this chapter.

(c) This section shall become operative on October 1, 2004.

798.75. (a) An escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a copy of either a fully executed rental agreement or a statement signed by the park's management and the prospective homeowner that the parties have agreed to the terms and conditions of a rental agreement.

(b) In the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy.

(c) In the event that an occupant of a mobilehome has no rights of tenancy and is not otherwise entitled to occupy the mobilehome pursuant to this chapter, the occupant is considered an unlawful occupant if, after a demand is made for the surrender of the mobilehome park site, for a period of five days, the occupant refuses to surrender the site to the mobilehome park management. In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure.

(d) The occupant of the mobilehome shall not be considered an unlawful occupant and shall not be subject to the provisions of subdivision (c) if all of the following conditions are present:

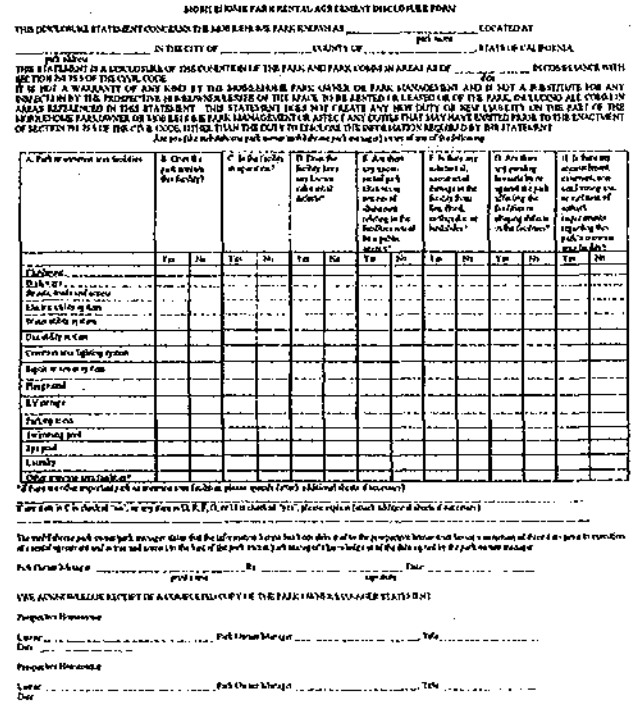
(1) The occupant is the registered owner of the mobilehome.

(2) The management has determined that the occupant has the financial ability to pay the rent and charges of the park; will comply with the rules and regulations of the park, based on the occupant's prior tenancies; and will comply with this article.

(3) The management failed or refused to offer the occupant a rental agreement.

798.75.5. (a) The management shall provide a prospective homeowner with a completed written disclosure form concerning the park described in subdivision (b) at least three days prior to execution of a rental agreement or statement signed by the park management and the prospective homeowner that the parties have agreed to the terms and conditions of the rental agreement. The management shall update the information on the disclosure form annually, or, in the event of a material change in the condition of the mobilehome park, at the time of the material change in that condition.

(b) The written disclosure form shall read as follows:



798.76. The management may require that a prospective purchaser comply with any rule or regulation limiting residency based on age requirements for housing for older persons, provided that the rule or regulation complies with the federal Fair Housing Act, as amended by Public Law 104-76, and implementing regulations.

798.77. No rental or sale agreement shall contain a provision by which the purchaser or homeowner waives his or her rights under this chapter. Any such waiver shall be deemed contrary to public policy and shall be void and unenforceable.

798.78. (a) An heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death shall have the right to sell the mobilehome to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the mobilehome and its premises which have arisen since the death of the homeowner have been satisfied as they have accrued pursuant to the rental agreement in effect at the time of the death of the homeowner up until the date the mobilehome is resold.

(b) In the event that the heir, joint tenant, or personal representative of the estate does not satisfy the requirements of subdivision (a) with respect to the satisfaction of the homeowner's and liabilities to the management which accrue pursuant to the rental agreement in effect at the time of the death of the homeowner, the management shall have the right to require the removal of the mobilehome from the park.

(c) Prior to the sale of a mobilehome by an heir, joint tenant, or personal representative of the estate, that individual may replace the existing mobilehome with another mobilehome, either new or used, or repair the existing mobilehome so that the mobilehome to be sold complies with health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder. In the event the mobilehome is to be replaced, the replacement mobilehome shall also meet current standards of the park as contained in the park's most recent written requirements issued to prospective homeowners.

(d) In the event the heir, joint tenant, or personal representative of the estate desires to establish a tenancy in the park, that individual shall comply with those provisions of this article which identify the requirements for a prospective purchaser of a mobilehome that remains in the park.

798.79. (a) Any legal owner or junior lienholder who forecloses on his or her security interest in a mobilehome located in a mobilehome park shall have the right to sell the mobilehome within the park to a third party in accordance with this article, but only if all of the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of a mobilehome and its premises are satisfied by the foreclosing creditor as they accrue through the date the mobilehome is resold.

(b) In the event the legal owner or junior lienholder has received from the management a copy of the notice of termination of tenancy for nonpayment of rent or other charges, the foreclosing creditor's right to sell the mobilehome within the park to a third party shall also be governed by Section 798.56a.

798.80. (a) Not less than 30 days nor more than one year prior to an owner of a mobilehome park entering into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offering to sell the park to any party, the owner shall provide written notice of his or her intention to sell the mobilehome park by first-class mail or by personal delivery to the president, secretary, and treasurer of any resident organization formed by homeowners in the mobilehome park as a nonprofit corporation, pursuant to Section 23701v of the Revenue and Taxation Code, stock cooperative corporation, or other entity for purposes of converting the mobilehome park to condominium or stock cooperative ownership interests and for purchasing the mobilehome park from the management of the mobilehome park. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.

(b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:

(1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.

(2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.

(3) The resident organization has furnished the park owner or park manager a written notice, within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

(c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although a violation shall subject the seller to civil action pursuant to Article 8 (commencing with Section 798.84) by homeowner residents of the park or the resident organization.

(d) Nothing in this section affects the ability of a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, to collect a commission pursuant to an executed contract between the broker and the mobilehome park owner.

(e) Subdivision (a) does not apply to any of the following:

(1) Any sale or other transfer by a park owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.

(2) Any transfer by gift, devise, or operation of law.

(3) Any transfer by a corporation to an affiliate. As used in this paragraph, "affiliate" means any shareholder of the transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.

(4) Any transfer by a partnership to any of its partners.

(5) Any conveyance resulting from the judicial or nonjudicial foreclosure of a mortgage or deed of trust encumbering a mobilehome park or any deed given in lieu of such a foreclosure.

(6) Any sale or transfer between or among joint tenants or tenants in common owning a mobilehome park.

(7) The purchase of a mobilehome park by a governmental entity under its powers of eminent domain.

798.81. The management (1) shall not prohibit the listing or sale of a used mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of hisor her death, or the agent in the sale of a mobilehome as a condition of approval of the buyer or prospective homeowner for residency in the park.

798.82. The management, at the time of an application for residency, shall disclose in writing to any person who proposes to

purchase or install a manufactured home or mobilehome on a space, on which the construction of the pad or foundation system commenced after September 1, 1986, and no other manufactured home or mobilehome was previously located, installed, or occupied, that the manufactured home or mobilehome may be subject to a school facilities fee under Sections 53080 and 53080.4 of, and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of, the Government Code.

798.83. In the case of a sale or transfer of a mobilehome that will remain in the park, the management of the park shall not require repairs or improvements to the park space or property owned by the management, except for damage caused by the actions or negligence of the homeowner or an agent of the homeowner.

Article 8. Actions, Proceedings, and Penalties

798.84. (a) No action based upon the management's alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service may be commenced by a homeowner unless the management has been given at least 30 days' prior notice of the intention to commence the action.

(b) The notice shall be in writing, signed by the homeowner or homeowners making the allegations, and shall notify the management of the basis of the claim, the specific allegations, and the remedies requested. A notice by one homeowner shall be deemed to be sufficient notice of the specific allegation to the management of the park by all of the homeowners in the park.

(c) The notice may be served in the manner prescribed in Chapter 5 (commencing with Section 1010) of Title 14 of Part 2 of the Code of Civil Procedure.

(d) For purposes of this section, management shall be deemed to be notified of an alleged failure to maintain the physical improvements in the common facilities in good working order or condition or of an alleged reduction of services upon substantial compliance by the homeowner or homeowners with the provisions of subdivisions (b) and (c), or when management has been notified of the alleged failure to maintain or the alleged reduction of services by a state or local agency.

(e) If the notice is served within 30 days of the expiration of the applicable statute of limitations, the time for the commencement of the action shall be extended 30 days from the service of the notice.

(f) This section does not apply to actions for personal injury or wrongful death.

798.85. In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

798.86. (a) If a homeowner or former homeowner of a park is the prevailing party in a civil action, including a small claims court action, against the management to enforce his or her rights under this chapter, the homeowner, in addition to damages afforded by law, may, in the discretion of the court, be awarded an amount not to exceed two thousand dollars ($2,000) for each willful violation of this chapter by the management.

(b) A homeowner or former homeowner of a park who is the prevailing party in a civil action against management to enforce his or her rights under this chapter may be awarded either punitive damages pursuant to Section 3294 of the Civil Code or the statutory penalty provided by subdivision (a).

798.87. (a) The substantial failure of the management to provide and maintain physical improvements in the common facilities in good working order and condition shall be deemed a public nuisance. Notwithstanding Section 3491, this nuisance may only be remedied by a civil action or abatement.

(b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding Section 3491, this nuisance may only be remedied by a civil action or abatement.

(c) A civil action pursuant to this section may be brought by a park resident, the park management, or in the name of the people of the State of California, by any of the following:

(1) The district attorney or the county counsel of the jurisdiction in which the park, or the greater portion of the park, is located.

(2) The city attorney or city prosecutor if the park is located within the jurisdiction of the city.

(3) The Attorney General.

798.88. (a) In addition to any right under Article 6 (commencing with Section 798.55) to terminate the tenancy of a homeowner, any person in violation of a reasonable rule or regulation of a mobilehome park may be enjoined from the violation as provided in this section.

(b) A petition for an order enjoining a continuing or recurring violation of any reasonable rule or regulation of a mobilehome park may be filed by the management thereof with the superior court for the county in which the mobilehome park is located. At the time of filing the petition, the petitioner may obtain a temporary restraining order in accordance with subdivision (a) of Section 527 of the Code of Civil Procedure. A temporary order restraining the violation may be granted, with notice, upon the petitioner's affidavit showing to the satisfaction of the court reasonable proof of a continuing or recurring violation of a rule or regulation of the mobilehome park by the named homeowner or resident and that great or irreparable harm would result to the management or other homeowners or residents of the park from continuance or recurrence of the violation.

(c) A temporary restraining order granted pursuant to this subdivision shall be personally served upon the respondent homeowner or resident with the petition for injunction and notice of hearing thereon. The restraining order shall remain in effect for a period not to exceed 15 days, except as modified or sooner terminated by the court.

(d) Within 15 days of filing the petition for an injunction, a hearing shall be held thereon. If the court, by clear and convincing evidence, finds the existence of a continuing or recurring violation of a reasonable rule or regulation of the mobilehome park, the court shall issue an injunction prohibiting the violation. The duration of the injunction shall not exceed three years.

(e) However, not more than three months prior to the expiration of an injunction issued pursuant to this section, the management of the mobilehome park may petition under this section for a new injunction where there has been recurring or continuous violation of the injunction or there is a threat of future violation of the mobilehome park's rules upon termination of the injunction.

(f) Nothing shall preclude a party to an action under this section from appearing through legal counsel or in propria persona.

(g) The remedy provided by this section is nonexclusive and nothing in this section shall be construed to preclude or limit any rights the management of a mobilehome park may have to terminate a tenancy.

Article 9. Subdivisions, Cooperatives, and Condominiums

799. As used in this article:

(a) "Ownership or management" means the ownership or management of a subdivision, cooperative, or condominium for mobilehomes, or of a resident-owned mobilehome park.

(b) "Resident" means a person who maintains a residence in a subdivision, cooperative, or condominium for mobilehomes, or a resi-

dent-owned mobilehome park.

(c) "Resident-owned mobilehome park" means any entity other than a subdivision, cooperative, or condominium for mobilehomes, through which the residents have an ownership interest in the mobilehome park.

799.1. This article shall govern the rights of a resident who has an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park in which his or her mobilehome is located or installed. In a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, Articles 1 (commencing with Section 798) to 8 (commencing with Section 798.84), inclusive, shall apply only to a resident who does not have an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or the resident-owned mobilehome park, in which his or her mobilehome is located or installed.

799.1.5. A homeowner or resident, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome through the death of the resident of the mobilehome who was a resident at the time of his or her death, or the agent of any of those persons, may advertise the sale or exchange of his or her mobilehome or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her mobilehome by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. Any such person also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house," unless the park rules prohibit the display of an open house sign. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent. The sign face may not exceed 24 inches in width and 36 inches in height. Signs posted in front of a mobilehome pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. A homeowner or resident, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome through the death of the resident of the mobilehome who was a resident at the time of his or her death, or the agent of any of those persons, may attach to the sign or their mobilehome tubes or holders for leaflets that provide information on the mobilehome for sale, exchange, or rent.

799.2. The ownership or management shall not show or list for sale a mobilehome owned by a resident without first obtaining the resident's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

Nothing contained in this section shall be construed to affect the provisions of the Health and Safety Code governing the licensing of mobilehome salesmen.

799.2.5. Except as provided in subdivision (b), the ownership or management shall have no right of entry to a mobilehome without the prior written consent of the resident. The consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the rules and regulations of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park when the homeowner or resident fails to so maintain the premises, and protection of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

(b) The ownership or management may enter a mobilehome without the prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.

799.3. The ownership or management shall not require the removal of a mobilehome from a subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park in the event of its sale to a third party.

799.4. The ownership or management may require the right to prior approval of the purchaser of a mobilehome that will remain in the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park and that the selling resident, or his or her agent give notice of the sale to the ownership or management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the fees and charges of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park unless the ownership or management reasonably determines that, based on the purchaser's prior residences, he or she will not comply with the rules and regulations of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park.

799.5. The ownership or management may require that a purchaser of a mobilehome that will remain in the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park comply with any rule or regulation limiting residency based on age requirements for housing for older persons, provided that the rule or regulation complies with the provisions of the federal Fair Housing Act, as amended by Public Law 104-76, and implementing regulations.

799.6. No agreement shall contain any provision by which the purchaser waives his or her rights under the provisions of this article. Any such waiver shall be deemed contrary to public policy and void and unenforceable.

799.7. The ownership or management shall provide, by posting notice on the mobilehomes of all affected homeowners and residents, at least 72 hours' written advance notice of an interruption in utility service of more than two hours for the maintenance, repair, or replacement of facilities of utility systems over which the management has control within the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park, if the interruption is not due to an emergency. The ownership or management shall be liable only for actual damages sustained by a homeowner or resident for violation of this section.

"Emergency," for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the management's regular or planned maintenance, repair, or replacement of utility facilities.

799.8. The management, at the time of an application for residency, shall disclose in writing to any person who proposes to purchase or install a manufactured home or mobilehome on a space or lot, on which the construction of the pad or foundation system commenced after September 1, 1986, and no other manufactured home or mobilehome was previously located, installed, or occupied, that the manufactured home or mobilehome may be subject to a school facilities fee under Sections 53080 and 53080.4 of, and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of, the Government Code.

799.9. (a) A senior homeowner may share his or her mobilehome with any person 18 years of age or older if that person is providing live-in health care, live-in supportive care, or supervision to the homeowner pursuant to a written treatment plan prepared by a physician and surgeon. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in, and shall comply with the rules and regulations of, the subdivision, co-

operative, or condominium for mobilehomes, or resident-owned mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner or resident who is 55 years of age or older.

(b) A senior homeowner who resides in a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, that has implemented rules and regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 799.5, may share his or her mobilehome with any person 18 years of age or older if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision pursuant to a written treatment plan prepared by a physician and surgeon. A fee shall not be charged by management for that person. Unless otherwise agreed upon, the management shall not be required to manage, supervise, or provide for this person's care during his or her stay in the subdivision, cooperative or condominium for mobilehomes, or resident-owned mobilehome park. That person shall have no rights of tenancy in, and shall comply with the rules and regulations of, the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner or resident who is 55 years of age or older.

799.10. A resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the manufactured home or mobilehome subject to this article is located imposes a more restrictive period of time for the display of such a sign. In the event of a conflict between the provisions of this section and the provisions of Title 6 (commencing with Section 1350) of Part 4 of Division 2, relating to the size and display of political campaign signs, the provisions of this section shall prevail.

Government Code Sections

Title 7, California Government Code:

65863.7. (a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.

65863.7. (e) The legislative body, or its delegated advisory agency, shall review the report, prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.

ARTICLE II. MOBILE HOME PARK CLOSURES

SEC. 24-30. MOBILE HOME PARK CLOSURE PERMIT.

Except as otherwise provided by law, prior to the conversion of a mobile home park to another use, or prior to the closure of a mobile home park or the cessation of the use of land as a mobile home park, in whole or in part, a mobile home park closure permit must be obtained pursuant to provisions of this code. (`64 Code, Sec. 17.1-50) (Ord. No. 2097)

SEC. 24-31. NOTICE TO RESIDENTS.

The park owner shall give at least 90 days' written advance notice prior to the filing of an application for a mobile home park closure permit regarding the proposed closure of the park to all residents and coach owners in the affected park, and shall continue to give such notice to all new potential residents. (`64 Code, Sec. 17.1-51) (Ord. No. 2097)

SEC. 24-32. MOBILE HOME PARK CLOSURE PERMIT APPLICATION REQUIREMENTS.

(A) A person or entity seeking to convert a mobile home park to another use, or to close a mobile home park or to cease a use of land as a mobile home park, in whole or in part, shall apply for a mobile home park closure permit on forms provided by the development services department. The application shall be accompanied by payment of a filing fee in an amount as prescribed by city council resolution and shall include a report on the impact of the proposed conversion, closure, or cessation of use upon the residents of the mobile home park who would be displaced and a proposed relocation assistance plan, each of which shall be prepared in accordance with the requirements hereinafter set forth. The application will not be accepted for filing unless accompanied by the required impact report and relocation assistance plan.

(B) The application shall include each of the following:

(1) Concept plan - A written statement and concept plan indicating the use the park site is intended to accommodate, including the approximate number of proposed residential units, if any; approximate square footage and use of any buildings proposed; and the probable impacts/benefits to the community created by the proposed project.

(2) Site plan - A site plan of the existing mobile home park showing the existing layout, with all existing mobile home spaces identified by number and indicating whether the space is currently occupied, and other site features.

(3) Residents list - A list of the names and address of all current residents of the mobile home park.

(4) Impact report - A report on the housing and financial impacts of the removal of the mobile homes upon all displaced residents. The report shall

include, but not be limited to, the following items, except where the applicant can demonstrate that the necessary information is not available:

(a) Rental rate history for each space for the previous five years;

(b) Monthly vacancy rate for each month during the preceding two years;

(c) Makeup of existing resident households, including family size, length of residence, age of residents, estimated household income, and whether receiving federal or State rent subsidies;

(d) The date of manufacture and size of each mobile home in the park;

(e) An analysis of moving existing mobile homes which shall include, but not be limited to, the availability of other sites; the total costs of relocating mobile homes to a new location; and the feasibility of existing mobile homes being accepted at other locations.

(5) Relocation assistance plan -

(a) A proposed relocation assistance plan shall be prepared by or on behalf of the applicant which states all measures proposed by the applicant to mitigate any identifiable adverse impacts of the proposed closure or conversion of use on the residents of the mobile home park who would be displaced thereby. Every proposed relocation assistance plan shall provide that displaced residents will be provided relocation benefits that relate to the identified impacts. Relocation benefits must bear a relationship to the cost of displaced residents' finding alternative housing and will be determined on a case-by-case basis. With regard to mobile homes which cannot be moved to another mobile home park, consideration shall be given to the purchase of such mobile homes by the applicant at their appraised fair market value as determined by a qualified, independent appraiser, as approved by the city, utilizing principles applicable in relocation matters. The foregoing applies whether or not the mobile home owner resides in the unit.

(b) Persons who own mobile homes or who are tenants in the mobile home park at the time notice is given pursuant to section 24-31 will be eligible for relocation assistance as determined in the fully approved relocation assistance plan. Persons who become mobile home owners or tenants after the time notice is provided pursuant to section 24-31 may be eligible for relocation assistance as determined in the fully approved relocation assistance plan.

(6) Proof of service of notice - The applicant shall provide evidence, by proof of service, that he/she has given the notice required by section 24-31 to all applicable residents and coach owners, and continues to give such notice to all new potential residents.

(7) Other information -

(a) The applicant shall provide any other information which the development services director reasonably believes is necessary for the purpose of properly evaluating the mobile home park closure permit request.

(b) The application will not be accepted as complete until and unless all materials required hereby have been submitted.

(`64 Code, Sec. 17.1-52) (Ord. No. 2097)

SEC. 24-33. SERVICE OF IMPACT REPORT AND RELOCATION ASSISTANCE PLAN.

The development services department shall provide a notice of the hearing date and location, along with a copy of the impact report and relocation assistance plan to each resident of the mobile home park 30 days prior to the commission hearing on the mobile home park closure permit application.
(`64 Code, Sec. 17.1-53) (Ord. No. 2097)

SEC. 24-34. HEARING ON MOBILE HOME PARK CLOSURE PERMIT.

(A) A hearing shall be held on the mobile home park closure permit application before the commission. The commission shall approve the mobile home park closure permit if it finds that:

(1) The conversion, closure, or cessation of use of the land as a mobile home park will not be materially detrimental to the housing needs and public interest of the affected neighborhood and of the city as a whole; and

(2) The measures to reasonably and adequately mitigate any adverse impact of the proposed conversion, closure, or cessation of use on the mobile home park residents who will be displaced will be incorporated as conditions of permit approval.

(B) If either the impact report or relocation assistance plan are found to be inadequate, insufficient, or incomplete, the mobile home park closure permit may be denied without prejudice. If the applicant thereafter cures the deficiencies, the applicant may reapply without payment of a new filing fee.

(C) In passing on and approving any mobile home park closure permit, reasonable conditions may be imposed by the commission to mitigate adverse impacts on mobile home park residents who will be displaced, including but not limited to relocation assistance requirements, phasing of the conversion, closure or cessation of use, bonding requirements, and any other reasonable requirements in the facts and circumstances of the particular permit request.
(`64 Code, Sec. 17.1-54) (Ord. No. 2097)

SEC. 24-35. NOTICE OF APPROVAL OF MOBILE HOME PARK CLOSURE PERMIT.

(A) Written notices will be mailed to all residents residing in the mobile home park by city staff within ten days after the approval of a mobile home park closure permit. Such notice will state all of the conditions of approval of the mobile home park closure permit.

(B) The mobile home park owner shall pay the city's costs of doing said mailing.
(`64 Code, Sec. 17.1-55) (Ord. No. 2097)

SEC. 24-36. DENIAL OF PERMIT FOR COERCION.

A permit may be denied where there is substantial evidence that mobile home park residents have been coerced to publicly support or approve closure, proposed conversion of a mobile home park to another use, or cessation of the use of land as a mobile home park, or to refrain from publicly opposing the same, or to forego any assistance to which they might be entitled.
(`64 Code, Sec. 17.1-56) (Ord. No. 2097)

SEC. 24-37. DURATION OF PERMIT.

The mobile home park closure permit granted pursuant to this article shall be valid for a period of two years after approval by the commission or city council on appeal. Any and all rights to close a park pursuant to such a permit shall lapse at the expiration of the permit. The commission may, for good cause shown, grant an extension to the permit. Unless an extension is granted by the commission to delay the closure, the permit shall lapse.
(`64 Code, Sec. 17.1-57) (Ord. No. 2097)

SEC. 24-38. APPEALS.

Any interested or aggrieved person shall have the right to appeal the decision of the commission on a mobile home park closure permit request or extension to the city council by paying the appeal fee established by city council resolution and filing a notice of appeal with the city clerk within 21 days of the date of the commission's action.
(`64 Code, Sec. 17.1-58) (Ord. No. 2097)

SEC. 24-39. TERMINATION OF TENANCY.

Upon the approval of the mobile home park closure permit, the mobile home park owner shall serve a notice of termination of tenancy, in accordance with the provisions of Cal. Civil Code, Section 798.56, to each park resident informing them that they will be given two years from the date of the commission's approval of the mobile home park closure permit to terminate their tenancy in the park. The two-year termination period may be reduced to no less than six months or extended beyond two years upon the written agreement of the park owner and residents.
(`64 Code, Sec. 17.1-59) (Ord. No. 2097)

SEC. 24-40. EFFECT ON EXISTING PERMITS.

The requirements of this article shall apply to all existing mobile home parks within the city, regardless of any time limitations that may exist with respect to the term of any conditional use permit issued for any mobile home park. The use of any property covered by such a conditional use permit may lawfully continue and the conditional use permit shall be deemed to remain in full force and effect until

such time as a mobile home park closure permit for conversion, closure, or cessation of use is granted.
(`64 Code, Sec. 17.1-60) (Ord. No. 2097)

SEC. 24-41. AFFIDAVIT OF COMPLIANCE.

Prior to the commencement of any construction on the property vacated as a result of the approval of a mobile home park closure permit for the conversion, closure or cessation of use of a mobile home park, the owner or developer of the property shall provide the city with an affidavit stating that the conditions imposed on the approval for the mobile home park closure permit have been satisfied, and that all tenancies on the property have been terminated.
(`64 Code, Sec. 17.1-61) (Ord. No. 2097)

SEC. 24-42. PUBLIC POLICY.

No person shall subvert any provisions of this article by coercing the waiver of any rights or privileges created or protected thereby. Any provisions of a lease or agreement which purports directly or indirectly to waive or require waiver of a resident's rights under said sections or which requires prior consent to the conversion, closure, or cessation of use of land as a mobile home park shall be null, void and unenforceable.
(`64 Code, Sec. 17.1-62) (Ord. No. 2097)

SEC. 24-43. EXEMPTION OF PUBLIC AGENCIES.

The requirements of this article shall not apply to any public agency which is required to comply with the relocation requirements of Cal. Gov't Code, Sections 7260 *et seq.* due to any displacement of a person or persons from a mobile home.
(`64 Code, Sec. 17.1-63) (Ord. No. 2492)

ATTACHMENT C

TABLE – COMPARISON OF GOV CODE VS. CITY CLOSURE ORDINANCE

COMPARISON OF GOVERNMENT CODE VS CITY OF OXNARD CLOSURE ORDINANCE

Government Code Section 65863.7	Oxnard Ordinance (2907); City Code Chp.24, Article II	Comments
(a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.	§ 24-30 - MHP Closure Permit required § 24-32 - Closure Permit Application Reqt's - Apply for MHP Closure Permit on Forms prescribed by City Community Development Dept - Pay Fee with Application - Report on impact of conversion of closure - Proposed relocation assistance plan § 24-32 - MANDATORY CONTENTS OF APPLICATION: 1-Concept Plan of new use 2-Site Plan - existing MHP + features 3-Residents List - existing MHP 4-Impact Report - Report on the financial impacts of the removal of the mh's for all displaced residents -with following info- a-Rental rate history for past 5 years b-Monthly vacancy rate for last 2 years c-Makeup of existing households - family size, length of residence, ages, est household income, receiving any subsidies d-year & size of each mh in park 5- Relocation Assistance Plan -state all measures proposed to mitigate identifiable adverse impacts of closure upon residents, relocation benefits bearing a relationship to the displaced residents' finding alternative housing determined on a case by case basis. If a MH cannot be moved to new location-consideration to applicant's purchase of units at appraised fair market value as determined by a qualified independent appraiser, approved by City, using principles for relocation matters.	The City's requirements in this area are beyond Government Code requirements. The City has a number of mandatory requirements for the content of the report - shown to the left. Note that the City requires financial impact information on the displaced residents, while the Gov't Code only requires report to address the availability of adequate replacement housing in mobilehome parks and relocation costs Requires a physical survey of each home in the park Requires a cases by case analysis of the impact upon each household, far beyond Government Code requirements. Not a relocation cost, far exceeds requirements of Government Code. This is a potential for having to pay full in place value (or more), which is the equivalent of the park buying its own property.
(b) The person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 15 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body.	§ 24-31 - Notice - 90 days prior to filing of application for MHP closure permit to all residents and coach owners in park. Give notice to all potential new residents.	City requires 90 day notice **prior to filing the report.** Gov't Code requires 15 day notice **prior to the hearing**

Government Code Section 65813.7	Oxnard Ordinance (2907); City Code Chp.24, Article II	Comments
(c) When the impact report is filed prior to the closure or cessation of use, the person or entity proposing the change shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at the same time as the notice of the change is provided to the residents pursuant to paragraph (2) of subdivision (f) (5/6/88) of Section 798.56 of the Civil Code.	§ 24-39 - Termination of Tenancy (see below)	
(d) When the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and shall have a right to, a hearing before the legislative body on the sufficiency of the report.	§ 24-34 - Mandatory Hearing before Planning Commission-City distributes copies of relo plan to all residents 30 days prior to the hearing	City has mandatory hearing process, has additional 30 day notice/distribution of report process. Exceeds requirements of Government Code.
(e) The legislative body, or its delegated advisory agency, shall review the report, prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.	§ 24-34 - Planning Commission Hearing on the Closure Permit Factors nec'y for approval 1 - closure will not be detrimental to the housing needs and public interest of the affected neighborhood and City as a whole 2 - Mitigation measures are adequate for displaced residents Notice of Approval of Closure Permit sent to all residents w/in 10 days after approval by City Denial of Permit for Coercion	Gov't Code sets a maximum cost of mitigation equal to the reasonable cost of relocation. City Code conflicts with Government Code. Need an affirmative finding that the closure will not be detrimental to displaced residents and the City's housing stock. Exceeds Government Code requirements. This is more of a land use issue.
(f) If the closure or cessation of use of a mobilehome park results from an adjudication of bankruptcy, the provisions of this section shall not be applicable.	§ 24-35 - Silent	
(g) The legislative body may establish reasonable fees pursuant to Section 66016 to cover any costs incurred by the local agency in implementing this section and Section 65863.8. Those fees shall be paid by the person or entity proposing the change in use.	§ 24-32 - A - Fees	
(h) This section is applicable to charter cities.	N/A	

COMPARISON OF GOVERNMENT CODE VS CITY OF OXNARD CLOSURE ORDINANCE

Government Code Section 65813.7	Oxnard Ordinance (2907); City Code Chp.24, Article II	Comments
(i) This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).	N/A	
(j) This section is applicable when the closure, cessation, or change of use is the result of a decision by an enforcement agency, as defined in Section 18207 of the Health and Safety Code, to suspend the permit to operate the mobilehome park. In this case, the mobilehome park owner is the person proposing the change in use for purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).	N/A	

Government Code Section 65813.7	Oxnard Ordinance (2907); City Code Chp.24, Article II	Comments
65863.8. A local agency to which application has been made for the conversion of a mobilehome park to another use shall, at least 30 days prior to a hearing or any other action on the application, inform the applicant in writing of the provisions of Section 798.56 of the Civil Code and all applicable local requirements which impose upon the applicant a duty to notify residents and mobilehome owners of the mobilehome park of the proposed change in use, and shall specify therein the manner in which the applicant shall verify that residents and mobilehome owners of the mobilehome park have been notified of the proposed change in use. Neither a hearing on the application, nor any other action thereon, shall be taken by the local agency before the applicant has satisfactorily verified that the residents and mobilehome owners have been so notified, in the manner prescribed by law or local regulation.	§ 24-37 - Duration of Permit - Valid for 2 years after approval by City. All rights expire upon expiration. City may grant extension prior to expiration of permit	
	§ 24-39 - Termination of Tenancy - Park owner to serve after approval of the MP Closure Permit - gives residents 2 years to terminate their tenancy. 2 years may be reduced to as little as 6 months thru mutual agreement between park and resident	Cannot terminate tenancies prior to approval of the Closure Permit. No such requirement under MRL or Government Code.
	§ 24-41 - Affidavit of Compliance - Property owner to attest that all of the conditions of the MHP closure permit have been satisfied.	None required by Government Code.

ATTACHMENT D

CLOSURE IMPACT REPORT DOCUMENTATION

MOBILEHOME PARK CLOSURE IMPACT REPORT

PREPARED FOR:

WAGON WHEEL TRAILER LODGE
2851 WAGON WHEEL ROAD
OXNARD, CALIFORNIA 93036

SEPTEMBER 1, 2006

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In accordance with California Government Code Section 65863.7(d), and the City of Oxnard Municipal Code, Chapter 24, Article II. Mobilehome Park Closures, Section 24-30 through 24-42 inclusive, the owner of Wagon Wheel Trailer Lodge ("Wagon Wheel" or the "Park"), Oxnard Village Investments, LLC, is: (I) submitting this Closure Impact Report to the City of Oxnard, and (ii) requesting a hearing before the City Council to determine the sufficiency of the report. The affected residents of the park will be given the appropriate notices prior to the hearing.

1 EXECUTIVE SUMMARY.

Wagon Wheel Trailer Lodge ("Wagon Wheel" or the "Park"), is a 171 space mobilehome and recreational vehicle park located at 2851 Wagon Wheel Road, Oxnard, California. Wagon Wheel was originally constructed in 1953 with an expansion in 1957. Wagon Wheel has reached the end of its useful life as a mobilehome and recreational vehicle park. Like other mobilehome and recreational vehicle parks of that era, the Wagon Wheel Trailer Lodge was originally intended as an interim use with an economic life of 20 to 30 years. As such, Wagon Wheel has been in operation as a mobilehome park for some 20 to 30 years beyond its originally envisioned economic life and a complete overhaul of the Park's existing infrastructure would need to be undertaken if Wagon Wheel were to continue operating as a mobilehome and recreational vehicle park. Such an investment is not economically justifiable at this time, especially given the changes in the surrounding area, which make it clear that a mobilehome park use is no longer the highest and best use of the property. In light of the foregoing, Wagon Wheel's owner has made the difficult decision to cease operating the property as a mobilehome park. Ownership intends to redevelop the property as part of a larger project including the surrounding areas for use as condominiums and townhomes with some commercial development. Concurrent with the closure of the Park, the owner intends to seek approval to convert the zoning and entitlements of the site.

The residents of Wagon Wheel vary widely in age, income, and racial composition. A survey of residents was prepared and sent, with a follow up sent to those who did not respond to the first survey. There has been a considerable level of response to these surveys. Follow up phone calls were made to Residents that omitted information in their surveys. Space by space interviews will be conducted, as needed, to assist each resident in evaluating how best to achieve relocation.

This report, known as a Closure Impact Report, ("CIR"), is part of the closure process for Wagon Wheel and is required pursuant to California Government Code §65863.7(d) and the City of Oxnard Municipal Code, Chapter 24, Article II. Mobilehome

Park Closures, Section 24-30 through 24-42 inclusive. This report applies to those persons who are the registered owners of the homes and reside in the homes pursuant to a rental agreement with the Park as their primary residence. California law affords Residents of mobilehome parks (as opposed to Renters) (footnote1) with unique protections from actual or constructive eviction from a space in an existing park, due to the high cost of relocating mobilehomes. This is true even when the underlying basis of the eviction relates to the proposed closure or conversion of an existing park to another use. As such, Government Code §65863.7(d) requires that the impacts of a proposed mobilehome park closure on affected mobilehome owners be investigated prior to the closure of the park. This report meets the requirements of Government Code §65863.7(d) by addressing "the availability of adequate replacement housing in [other] mobilehome parks and identifying relocation costs" for the residents of Wagon Wheel who currently own their own mobilehomes and lease space within the Park and (hereafter, collectively, the "Residents") who would be displaced by its closure. This report goes beyond the requirements of Government Code §65863.7 by also identifying relocation benefits that the Park owner is willing to provide to Park Residents who would be displaced by Wagon Wheel's closure. The Relocation Benefits being offered by the Park owner are set forth in Section "10" of this report.

Pursuant to Government Code §65863.7(e), the City of Oxnard is charged with reviewing and approving the sufficiency of the CIR and, subject to the limitations set forth in §65863.7(e), the City can address the sufficiency of the Relocation Benefits being offered by Park ownership in order to mitigate the adverse impact of the closure or cessation of use on Park Residents that will be displaced by Wagon Wheel's closure. Pursuant to applicable law, such mitigation measures imposed upon the mobilehome park owner are directed at seeking suitable sites for relocation of the displaced Residents' mobilehomes within another mobilehome park. If, for whatever reason, relocation sites or adequate replacement housing within a mobilehome park are not available, or the occupant chooses not to relocate their mobilehome, then park ownership can be required to compensate the displaced Residents, subject to the limitations set forth in the last sentence of Government

1 The term "Resident" has a very special meaning within the Mobilehome Residency Law (California Civil Code §798 et seq) ("MRL"), and is defined as "a homeowner or other person who lawfully occupies a mobilehome." The term "homeowner" is also specifically defined in the MRL, as "a person who has a tenancy in a mobilehome park under a rental agreement." Therefore, the scope of this Closure Impact Report ("CIR") is limited to those persons who are homeowners as defined by the MRL. Persons who do not occupy the home as their full-time residence pursuant to an MRL-tenancy are excluded from this report. The tenants who rent homes either from the park or other parties are not qualified to receive mitigation benefits as a result of this closure.

Code §65863.7(e)' which states that the Park owner cannot be required to pay Relocation Benefits which "exceed the reasonable costs of relocation" (footnote 2).

As stated above, this report has been prepared to meet or exceed the minimum requirements set forth by applicable law. The report: (i) takes into consideration the impacts of Park closure upon the displaced Residents of the park, (ii) identifies reasonable costs of relocation to other mobilehome parks, as well as other forms of housing, and (iii) identifies Relocation Benefits that will be available to displaced Residents that exceed the amounts that Wagon Wheel's owners can be required to provide under Government Code §65863.7(e). Furthermore, each affected Resident will be afforded the opportunity to be counseled on their particular relocation options since Wagon Wheel's owner realizes that each Resident's situation is unique and some Residents may seek to relocate their mobilehomes to another park while others will choose to receive a monetary payout in lieu of relocating. The above referenced relocation counseling will be made available to the residents throughout the closure process.

2 INTRODUCTION

2.1 Subject Property: Wagon Wheel Trailer Lodge

Wagon Wheel is permitted as a 171 space mobilehome park. It is located at 2851 Wagon Wheel Road, Oxnard, California, northwest of the intersection of the 101 Freeway and North Oxnard Boulevard. The Park was originally constructed in 1953 with an expansion in 1957. The Park is occupied by Residents with Mobilehome Residency Law tenancies who are subject to the mitigation measures provided for herein and other parties occupying mobilehomes and recreational vehicles who are not subject to the mitigation measures proposed herein. The park consists of a combination of single-wide and double-wide mobilehomes as well as recreational vehicles.

The park has facilities that are commensurate with a park of this vintage which include an office and three laundry facilities.

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2 Government Code 65863.7. (a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.

The park is bounded by commercial and industrial uses to the east and west, rail road tracks to the south, and a frontage road and freeway to the north. The park has frontage on Wagon Wheel Road.

The park occupies 1 assessor's parcel, numbered 139-0-022-125. The park consists of approximately 10.25 acres. According to the County of Ventura Assessor's Office, the owner of the property is Oxnard Village Investments, LLC.

The zoning of the property is C2PD (Commercial).

The current owner of Wagon Wheel acquired the property in December of 2004. The Park has been professionally managed since acquisition. It is anticipated that the current management company will continue to manage the park through the closure process.

2.2 Reasons for Park Closure

The park has reached the end of its useful life as a mobilehome park. Most mobilehome parks built in the 1950s, 1960s and 1970s were originally constructed as an interim use with an economic life of 20 to 30 years. In the immediate case, the highest and best use of the property is no longer as a mobilehome park. It is the intent of the park owner to commence the closure process with a concurrent application for re-zoning and entitlements to redevelop the property as a residential community of condominiums and townhomes with some commercial space .

2.3 Purpose of Closure Impact Report.

This Closure Impact Report is required pursuant to the Government Code §65863.7 et seq, and §66427.4, and the California Civil Code §798.56 (h) It has been prepared to satisfy the requirements of the aforementioned Code sections.

This Closure Impact Report addresses the availability of replacement housing in mobilehome parks and relocation costs as required in the Government Code. It goes on to address the steps that are being taken to mitigate the adverse impact upon the mobilehome residents who are displaced by the closure of the park. While State law is specific with regard to the requirement that the steps to mitigate the impact upon the displaced residents **"shall not exceed the reasonable costs of relocation"**, the park owner is prepared to offer additional assistance to the displaced residents by providing relocation counseling and information respecting the availability of other housing opportunities.

2.4 Preparation of the Closure Impact Report.

The information included in this Closure Impact Report meets or exceeds the minimum requirements of the State laws governing mobilehome Park closures by reporting

on the impact of the closure upon the displaced residents of the park, and by addressing the availability of adequate replacement housing in mobilehome parks and relocation costs. This report further addresses the mitigation measures that follow the State guidelines.

This report focuses on the needs of the resident mobilehome owners in the park. Increased communication will be a part of the mitigation measures employed by the park owner. The communication will take the form of meetings with the impacted residents, information distributed through newsletters and relocation counseling. These programs will continue throughout the park closure process and will be administered by an on-site relocation counseling office. Discussions and meetings continue to be held with the residents to identify their individual needs. In addition, resident surveys have been conducted by mail, phone and in person to assist in identifying the resident's individual needs for relocation. Information will continue to be updated as received.

Extensive research has been done to identify relocation opportunities in existing mobilehome parks within a radius of 150 miles from the subject park. Mobilehome park empty space surveys were sent to all Ventura County mobilehome parks and to mobilehome parks within the 150 mile radius in Los Angeles, Riverside, San Bernardino, Orange, and portions of Santa Barbara, Kern and San Diego Counties. The survey also requested data for potential relocation spaces, mobilehome rentals and mobilehomes for sale. Advertisements will be placed to run in publications that go to mobilehome park owners to solicit more information on the availability of relocation spaces.

The closure of the Park will be a dynamic process over the ensuing months, therefore, the following information has been gathered and will continue to be updated throughout the closure process:

1. Inventory of mobilehomes in the park.
2. Identification of the types and terms of tenancy within the park.
3. Resident special needs assessment.
4. Manufacturer, age and size of mobilehomes.
5. Analysis of the availability of adequate replacement space in mobilehome parks in Ventura, Los Angeles, Riverside, San Bernardino, Orange and San Diego counties within a 150 mile radius from the park. This analysis includes spaces to move homes as well as mobilehomes for sale and rent in existing mobilehome parks.
6. Estimate of costs to relocate mobilehomes to the relocation mobilehome park spaces within 150 miles.

7 Identification of alternative housing opportunities (apartments, senior housing, HUD's Section 8 housing, etc.).

Based upon the evaluation of such information and in compliance with State Law, mitigation measures have been identified that are consistent with the reasonable cost of relocation.

3 GOVERNMENTAL REGULATIONS GOVERNING MOBILEHOME PARK CLOSURES.

3.1 State of California.

The closure or change of use of a mobilehome park is governed by the statutes of the State of California, in particular Government Code §65863.7 et seq, and California Civil Code, §798.56 (g) and (h). The Government Code provides that the impact of the closure must be assessed through a Closure Impact Report. The Government Code indicates that the report is to focus on the relocation of impacted residents and their mobilehomes to other mobilehome parks. The Government Code also speaks specifically to an absolute cap on mitigation measures not to exceed the reasonable costs of relocation.

It is also important to note that the mitigation measures required of the park owner apply only to those persons holding rental agreements with the mobilehome park that are subject to the Mobilehome Residency Law and such tenancy is for their primary residence. This report focuses on these subject tenancies only. Examples of the types of relationships that fall outside of the purview of this report and the applicable Code sections, would include but are not limited to: sub-tenancies, and investor-owned homes, Park owned rentals, vacation or second homes, bank owned units and other tenancies not subject to the MRL. These tenancy types are not subject to the mitigation measures imposed upon the park owner by state law. In the immediate case, the mobilehome park consists of 171 spaces, however, not all of those spaces are occupied by residents subject to mitigation benefits. Title search requests have been submitted to the appropriate governmental agencies (HCD and DMV) to obtain ownership information on those homes where the information has not been provided by the occupant of the home.

3.2 Government Code.

The pertinent parts of the Government Code are listed below, a copy of the complete Code is provided in Exhibit "1".

"65863.7(a) prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title VII), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or

cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, the closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs."

"**65863.7(e)** the legislative body, or its delegated advisory agency, shall review the report, prior to the change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the availability of displaced mobilehome park residents to find adequate housing and a mobilehome park. **The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation**." (Emphasis added)

3.3 Mobilehome Residency Law.

The California Civil Code §798 et seq is commonly known as the Mobilehome Residency Law. The Mobilehome Residency Law constitutes the landlord-tenancy law governing tenancies between homeowners and mobilehome parks. It covers a myriad of circumstances relating to mobilehome park living, covering areas such as rules and regulations, rental agreement terms, fees and charges, homeowner communications, termination of homeowner tenancies, transfer of mobilehome or mobilehome park and many other areas.

The Mobilehome Residency Law §798.56(g) and (h), provide direction relating to the termination of tenancies as the result of a closure or change of use of a mobilehome park. These applicable Code sections are displayed below. The complete text of the Mobilehome Residency Law is attached as Exhibit "2".

"**798.56(g)** Change of use of the park or any portion thereof, provided:

(1) the management gives the homeowners at least 15 days written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) after all required permits requesting a change of use have been approved by local governmental board, commission, or body, the management shall give the homeowner's six months or more written notice of termination of tenancy.

If the change of use requires no governmental permits, then the notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) the management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use has been granted.

(4) the notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) a notice of proposed change of use given prior to January 1, 1980, that conforms to the

requirements in effect at that time shall be valid. The requirements for notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given."

"798.56(h) the report required pursuant to subdivisions (b) and (l) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the time that notices required pursuant to subdivision (g) of this section."

3.4 City of Oxnard.

The city of Oxnard's ordinance is, in some areas, more specific than the Government code requirements. The ordinance calls for specific demographic information on the affected Residents, including family size, length of residence, ages, estimated household income and whether or not the residents receive any housing subsidies. We believe that our efforts in sending surveys and follow ups fits these requirements as adequately as possible without forcing unwilling Residents to provide information

4 RESIDENTS ELIGIBLE FOR RELOCATION / MITIGATION BENEFITS.

The purpose of this Closure Impact Report is to investigate the impact of the mobilehome park closure on the displaced mobilehome park residents to find adequate housing within a mobilehome park. The term "Resident" has a very special meaning within the MRL, and is defined as "a homeowner or other person who lawfully occupies a mobilehome." The term "Homeowner" is also specifically defined in the MRL, as "a person who has a tenancy in a mobilehome park under a rental agreement." Therefore, the scope of this Closure Impact Report is limited to those persons who are homeowners as defined by the MRL. Persons who do not occupy the home as their full-time residence pursuant to an MRL tenancy are excluded from this report. The primary purpose of evaluating the impact of the park closure and the availability of relocation sites within the mobilehome parks has been addressed by this report. Although not specifically required, this report also investigates the ancillary issues affecting the displaced residents during the period of time that their home is in the process of being dismantled, transported and reset. These ancillary issues consist of the lodging and meal allowances, and the moving company allowances. The park owner is prepared to go beyond the minimum requirements specified in the Code.

5 DESCRIPTION OF THE PARK.

5.1 Site Plan

The site plan for the park is attached as Exhibit "3" to this Report.

5.2 Aerial Photos.

There is an aerial photo of the site attached as Exhibit "4", which provides a perspective on the affected parcel with relation to the surrounding land uses.

5.3 Park Operation and Tenancy.

The park consists of 171 permitted spaces. The park operates as an "all-age" community, with no restriction on the age of tenants. The park has an office and three laundry facilities. The park was built in 1953 and later expanded in 1957. Wagon Wheel has been operated by the current owner since acquisition in December 2004.

Photographs of the homes that occupy those spaces may be found in Exhibit "5".

5.4 Information on the Terms of Residency.

The limited historical data in the Park's files indicates an average tenancy of 11 years, with the longest tenancy being 46 years and the shortest tenancy being 4 months. Of the 141 currently occupied homes, 41% of the occupants have lived in the park in excess of 10 years. 27% of the occupants have lived in the park in the park between 5 and 10 years. The remaining 32% of occupants have lived in the park for less than 5 years. Exhibit "6" shows the tenancy information on a space by space basis.

According to the registration and titling information maintained by the Department of Housing and Community Development (HCD) and Department of Motor Vehicles (DMV), a number of the subject homes show that they are encumbered by a lienholder. Some of these title searches may have come back with false positives resulting from the homeowners failing to notify HCD or DMV that their loans have been paid off. For those residents who presently have loans against their mobilehomes, they should contact their lender to discuss their options.

5.5 Information on the Status of Residency.

As residents respond to the surveys and door to door interviews, we will keep a database of the tenants subject to the mitigation measures outlined in this report. There are 32 vacant spaces at this time.

5.6 Elderly and Special Needs Residents.

Based on the Resident information provided thus far, there are 26 elderly residents and 19 residents claiming special needs. Attempts are being made on an ongoing basis to obtain information on residents, it is expected that other elderly or special needs Residents will be identified.

6 AVAILABILITY OF ADEQUATE REPLACEMENT SPACE IN MOBILEHOME PARKS WITHIN 150 MILE RADIUS.

6.1 150 Mile Radius Map.

There are no particular guidelines given in the Government Code relating to the distance to be considered for relocating the displaced residents. This report contemplates a radius of 150 miles from the subject property. An area map with a radius circle of 150 miles is provided in Exhibit "7". By using a radius of 150 miles, essentially all of the Southern California counties are included in the search. Specifically, Ventura, Los Angeles, Santa Barbara, Riverside, San Bernardino and Orange Counties and portions of San Luis Obispo, Kern and San Diego Counties fall within the 150 mile search criteria.

There are in excess of 2,060 mobilehome parks located within this radius. Surveys were circulated to all mobilehome parks in Ventura County, as well as to all mobilehome parks in the surrounding counties which fall in the 150 mile radius. A copy of the survey is attached as Exhibit "8". The survey requests information from the park operators concerning the availability of vacant spaces, the sizes of those spaces, the rent and mobilehome requirements for homes to be moved into those parks. A database has been constructed to monitor the space inventory during the closure process. Additionally, telephonic contact has been made with a number of selected parks that are known to have vacant spaces, and will accept used homes into their park.

There are very few, if any, parks in Ventura, Santa Barbara, Los Angeles, Orange, and San Diego Counties that will accept used homes onto their spaces. The housing market in these counties has produced a condition where spaces are at a premium, and older homes must be purchased with the intent of removing them from the space in order to accommodate the installation of a new home. In this circumstance, the parks will not accept used homes. The Inland Empire and the high and low desert areas, have available spaces within their parks; however, that vacant space inventory has dwindled over the past several months. There are in excess of 600 vacant spaces that have been identified in these areas, with varying requirements on the year and condition of homes that will be accepted onto those vacant spaces. Kern County has a relative abundance of available spaces, however, model year and condition of home requirements still prevail.

6.2 For Sale and For Rent Mobilehomes in Land Lease Parks.

Mobilehomes are typically sold by mobilehome dealers who are licensed by HCD, or real estate brokers who are licensed through the Department of Real Estate. In most market areas, the largest percentage of homes are sold by mobilehome dealers. A list of mobilehome dealers in the counties covered by the 150 mile radius is attached as Exhibit

"9".

The survey also requests information regarding the availability of rental mobilehomes within the park. Exhibit "10" provides information concerning the availability of rental mobilehomes

6.3 For Sale Mobilehomes in Resident-Owned Mobilehome Parks.

There are also several mobilehome parks within the 150 mile radius that are resident-owned or condominium-style ownership. These parks also represent a housing alternative for the displaced residents of the subject property. A list of resident-owned parks is provided as Exhibit "11".

7 AVAILABILITY OF OTHER HOUSING.

The requirements set forth in the Government Code direct the Closure Impact Report to address relocation of the displaced residents in the context of other mobilehome spaces. Due to the severe lack of vacant spaces in the four county area consisting of Ventura, Los Angeles, Orange and San Diego Counties, relocation of the existing mobilehomes to another vacant mobilehome space within these four counties is, for all intents and purposes, impossible. As a result of this, the displaced residents may choose to look at other forms of housing to include rental apartments and condominiums, real estate for sale, senior housing or possibly HUD-assisted housing. The relocation counselor will be equipped to address these alternative housing options with each displaced resident. Exhibit "12" provides a listing of rental apartments in the area. Exhibit "13" provides information on assisted housing provided by the Area Housing Authority of the County of Ventura and Exhibit "14" provides similar information for Many Mansions, a group that promotes and provides affordable housing for residents in Ventura County. Both of the aforementioned organizations currently have substantial waiting lists. Those that qualify and are interested should act promptly.

8 RELOCATION COST ANALYSIS .

8.1 Cost to relocate typical mobilehomes to replacement site.

Unlike recreationall vehicles, Mobilehomes are typically moved once in their lifetime, from the factory to the housing site. Once delivered to the site, the home is "accessorized" with various appurtenances such as carport awnings, steps, porches, patio awnings, skirting, and storage sheds. After the accessories are installed, the lot is required to be landscaped in a manner that is consistent with the park rules and regulations. As can be

evidenced by a review of the photos of the affected homes, Exhibit "5", most of the homes have had numerous accessories and other modifications made to them over the years. The addition of site-built improvements, such as cabanas, ramadas, and screened porches, complicate the task of relocating the home to a new site, as these items do not generally lend themselves to being removed and reinstalled at a new location.

A number of the contractors contacted would not provide a bid for the relocation of these homes due to the age and condition of the homes. Of the three bids that were ultimately obtained, they were all limited in their scope to provide for costs relating to the dismantling and relocation of a generic double wide and generic single wide. Each of the vendors that provided a bid indicated that detailed interior and exterior inspections would need to occur prior to the finalization of a price to relocate the subject home. The contractors cited age and condition as severe limiting factors to the reuse of most of the homes. Therefore, the figures used in the preparation of this report represent the average of the numbers submitted by the contractors, with the limiting conditions specified by each of the contractors.

Copies of the bids provided by the vendors are attached as Exhibit "15". The table below summarizes the relocation costs of the three bids received. Due to the relative ease of relocating recreational vehicles, they will be subject to separate mitigation benefits.

Vendor	Single Wide	Double Wide
Pacific MH Construction	$11,250.00	$14,600.00
Horizon MH Service		$11,654.00
Inland MH Service	$13,500.00	$17,250.00
Average	$12,375.00	$14,501.33

These proposals include the installation of new vinyl skirting once the home is relocated, which represents an improvement to the mobilehome. Although the mobilehome is being improved by the installation of the new skirting, no adjustment has been made for this addition. It is generally impossible to move a storage shed without causing significant damage to that shed, so the relocation figures include a replacement shed allowance of $400, which should be sufficient to acquire a shed of up to 8' x 10'. (See Exhibit "16"). Additionally, there has been a landscaping allowance of $500 added to the total relocation costs, which will cover the re-landscaping of the front yard area of the relocation space.

The table below represents the total relocation costs including the allowances

made for storage shed and landscaping.

Item	Single Wide	Double Wide
Average Teardown & Reset	$12,375.00	$14,501.33
Storage Shed	$400.00	$400.00
Landscape Allowance	$500.00	$500.00
Total	$13,275.00	$15,401.33

8.2 Cost to relocate typical mobilehomes to replacement site.

Recreational vehicles are, by design, readily transportable. These vehicles were not designed to be used a primary residence. Due to their nature, they are not subject to the relocation mitigation benefits that standard mobilehomes are. On a per case basis, some affected recreational vehicle owners may be entitled to a replacement storage shed if they currently have one of a non transportable type.

9 ADDITIONAL COSTS OF MOVING.

In addition to the costs associated with the relocation of the home, there are other costs to the displaced resident over and above the cost of moving the home to its new location. These costs include lodging while the resident is displaced from their home, meals during the displacement period, incidental expenses while away from home and the moving of furniture and personal items.

9.1 Lodging.

The Internal Revenue Service (IRS) publishes a guide book entitled Per Diem Rates, Publication 1542, which provides guidance for per diem reimbursements. The guide provides for a maximum lodging rate of $100 per night in the Ventura County area. Several local motels were found to have rates within the $100 per night per diem . A list of motels within a 10 mile radius is found in Exhibit "17".

9.2 Meals

The same IRS guide provides a maximum per diem for meals of $51 per person. This $51 per diem would apply to each member of the household

Therefore, based upon the foregoing per diem rates, the following table represents the amount of per diem for a household given the number of persons in that household.

Number in Household	Per Diem (lodging and meals)
1	$151.00
2	$202.00
3	$253.00
4	$304.00

9.3 Moving of Furniture and Personal Items.

The contents of the mobilehome must be removed prior to the relocation of the mobilehome. Therefore, the services of a moving company need to be contemplated to accommodate the transport of the resident's furniture and personal items to the new location. For purposes of this analysis, a single- wide mobilehome was deemed to have two bedrooms, and a double wide mobilehome was deemed to have three bedrooms. Estimates were obtained from three moving companies and those estimates are reflected in Exhibit "18". The average estimate for a two-bedroom move was $617.50 and the average estimate for a three-bedroom move was $846.08.

10 RELOCATION MITIGATION MEASURES.

The park owner is aware of the significant impact that the closure of the park may have upon the homeowners who live there. These homeowners will be faced with some important decisions over the next several months. The park owner is committed to doing everything in its power to make sure that the information pipeline is open and the homeowners are receiving information that is important to them. The park will publish a newsletter no less frequently than quarterly that will keep the homeowners abreast of the closure process. Additionally, the park will conduct various seminars for the homeowners to discuss their housing options. Lastly, the park will employ the services of a relocation counselor who will be available to meet with the homeowners on an individual basis to go over their particular circumstances.

It is likely that a number of the affected homeowners will choose not to relocate their mobilehomes and choose one of the other options afforded to them. They may wish to

purchase a mobilehome in another park, rent an apartment, or move to a senior facility. These circumstances were taken into consideration when developing the mitigation measures provided in this report. The guidelines set forth in the Government Code §65863.7(e), provide that the steps required to provide mitigation shall not exceed the reasonable costs of relocation.

The park owner has developed five Mitigation Options which will be made available to all of the affected residents of the park. These Mitigation Options will be communicated to each affected resident by written notice, with a personal follow-up to make sure that each resident is aware of their options. Owners of recreational vehicles will be limited to the benefits outlined in section 10.5

Regardless of which Mitigation Option the resident may choose, the park owner will make sure that they make available resources that will help the residents make informed choices related to their housing options. The park will attempt to find third parties who are interested in purchasing homes and moving them out of the park. The park will also attempt to act as an intermediary between the residents and the lienholders on their homes, should there be any. The park will assist in scheduling the various events that will be facing the residents as part of the relocation.

The following represents a general description of the Mitigation Options that the park owner will make available to the affected residents. The park owner is willing to enter into written Voluntary Relocation Agreements with each displaced resident that sets forth the specific terms and conditions of the agreement between the park and the resident.

10.1 Option 1: State Required Mitigation to Relocate Mobilehomes.

Option 1 is derived from the Government Code and contemplates the payment of reasonable relocation costs to move the homeowner and their mobilehome to another mobilehome park within the 150 mile radius. The range of payments is shown in the table below. The low range for both a single-wide and double-wide, is based upon a one-person household, and the high range represents the payment to a four person household. The only variable in these computations is the per diem rate for the additional household members. The per diem allowances are those delineated in the IRS Publication 1542, May 2005 (Exhibit "19").

The costs for these moves are detailed below:

Item Description	Single Wide	Double Wide
Tear down, transportation, and reset at new location	$12,375.00	$14,501.33
Storage Shed Allowance	$400.00	$400.00
Landscape Allowance	$500.00	$500.00
Moving Allowance	$651.00	$890.00

Per Diem Allowance		
Estimated Number of Days	7	10
1 Person $151/day	$1,057.00	$1,510.00
2 Persons $202/day	$1,414.00	$2,020.00
3 Persons $253/day	$1,771.00	$2,530.00
4 Persons - $304/day	$2,128.00	$3,040.00

Mitigation Ranges	Single Wide	Double Wide
Low Range Mitigation	**$14,983.00**	**$17,801.33**
High Range Mitigation	**$16,054.00**	**$19,331.33**

This option will be available to those homeowners who find a suitable relocation space within another mobilehome park and choose to move their mobilehome to that space. This option is not available to owners of recreational vehicles or travel trailers.

10.2 Option 2: Payment of reasonable costs of relocation per Option 1 and the resident sells the home in place to a third party who will move the home out of the park. The park will make payment to the homeowner when the home is removed from the park.

Under this option, the homeowner will receive the entire amount of the relocation benefits that would be offered to them if they were to move their home to an alternate location, plus they have the opportunity to capture the salvage value of the home when it is sold to a third party who will remove it from the park. The following table shows the high and low range for the payments available to the homeowner under this Option. Please note that the figures in this table are the same as those in Option One

Item Description	Single Wide	Double Wide
Tear down, transportation, and reset at new location	$12,375.00	$14,501.33
Storage Shed Allowance	$400.00	$400.00
Landscape Allowance	$500.00	$500.00
Moving Allowance	$651.00	$890.00

Per Diem Allowance		
Estimated Number of Days	7	10
1 Person $151/day	$1,057.00	$1,510.00
2 Persons $202/day	$1,414.00	$2,020.00
3 Persons $253/day	$1,771.00	$2,530.00
4 Persons - $304/day	$2,128.00	$3,040.00

Mitigation Ranges	Single Wide	Double Wide
Low Range Mitigation	**$14,983.00**	**$17,801.33**
High Range Mitigation	**$16,054.00**	**$19,331.33**

Homeowners choosing this Option will be those who have elected not to move their mobilehomes to a suitable space in another mobilehome park. These homeowners will choose to move to an alternative type of housing such as an apartment, a condominium, a single-family home, senior living or perhaps another mobilehome.

There is a possibility under this Option for the homeowner to stretch their mitigation benefits by taking the park-offered mitigation measures plus the sales proceeds of the home to a third party who will remove it from the park. For those homeowners choosing this Option, the park will act as a facilitator to match the sellers of the homes with the third-party buyers. The park will not charge any fees to the sellers for this service. This option is not available to owners of recreational vehicles or travel trailers.

10.3 Option 3: Sell the home to the park, receive free rent for six months and move out at the end of the free rent period.

Under this option, the park will agree to purchase the home from the homeowner for 85% of the amount prescribed in Option 1. The homeowner would then be able to reside in the home rent-free for a period of six months after the purchase by the Park. The former homeowner would enter into a rental agreement with the Park for the rent-back of the home for the period of six months, and assume the role of a "Renter" in the Park. If the former homeowner, now a "Renter", moves out of the home within the six-month period, the rent will be forgiven. Should the former homeowner not move out within the six-month period, the accrued rent will be due and payable, and the former homeowner will owe rent for each month that they remain in possession after the expiration of the six months. This Option will be made available to homeowners for a period of six months from the date of the closure notice for the park. If this Option is not selected within six months, it will no longer be available. This option is not available to owners of recreational vehicles or travel trailers.

10.4 Option 4: The park will purchase the home for the NADA Book Value.

Under this option, the Park will purchase the home for the full retail value for the home as specified by the NADA Guide (Footnote 3) for homes located within a fair quality park in California, plus a bonus amount of $2500.00. The park will purchase these homes outright from the homeowners, at which time the homeowners will be required to surrender possession of the home and move from the Park. This option is not available to owners of recreational vehicles or travel trailers.

3 The National Automobile Dealers Association ("NADA") guide sometimes referred to as a "Blue Book" is accepted by the manufactured housing industry and government agencies as a standard for valuing mobilehomes. Exhibit 20 Contains a summary of estimated NADA values for those mobilehomes where current information was available. These values are estimates containing average mobilehome accessory values derived from a sample of accessories associated with 20 mobilehomes in the park. In the event a homeowner selects Option 4, it will be necessary on a case by case basis to determine particular mobilehome accessory values for accessories actually associated with the homeowners mobilehome before a final purchase price is established.

10.5 Option 5: Recreational vehicle mitigation.

Under this option, recreational vehicle owners will be entitled to three days of per diem benefits and $500 transportation fees. Any residents with non transportable storage sheds will also receive the $400 replacement shed allowance.

Per Diem Allowance	
Estimated Number of Days	3
1 Person $151/day	$453.00
2 Persons $202/day	$606.00
3 Persons $253/day	$759.00
4 Persons - $304/day	$912.00

11 LIST OF EXHIBITS

1. Government Code Sections
2. Mobilehome Residency Law
3. Site Plan of Park
4. Aerial Photo of Park
5. Photographs of Affected Homes
6. Table Showing Terms of Tenancy Information
7. 150 Mile Radius Map
8. Mobilehome Space Survey
9. Mobilehome Dealer Listing
10. Mobilehomes for Rent
11. Listing of Resident Owned Parks
12. Apartments for Rent Listing
13. Area Housing Authority Properties
14. Many Mansions Properties
15. Relocation Bids
16. List of Shed Prices
17. List of Local Motels
18. Moving Company Proposals
19. IRS Per Diem Rates
20. Book Values for Mobilehomes in the Park

Exhibit 1
Government Code Sections

Government Code Sections

Title 7, California Government Code:

65863.7. (a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.

65863.7. (e) The legislative body, or its delegated advisory agency, shall review the report, prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.

Exhibit 2
Mobilehome Residency Law

California Civil Code Provisions

Mobilehome Residency Law (Effective January 1, 2006)

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Article 1. General

798. This chapter shall be known and may be cited as the "Mobilehome Residency Law."

798.1. Unless the provisions or context otherwise requires, the following definitions shall govern the construction of this chapter.

798.2. "Management" means the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.

798.3. (a) "Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the Health and Safety Code, but, except as provided in subdivision (b), does not include a recreational vehicle, as defined in Section 799.29 of this code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.8 of the Health and Safety Code.

(b) "Mobilehome," for purposes of this chapter, other than Section 798.73, also includes trailers and other recreational vehicles of all types defined in Section 18010 of the Health and Safety Code, other than motor homes, truck campers, and camping trailers, which are used for human habitation if the occupancy criteria of either paragraph (1) or (2), as follows, are met:

(1) The trailer or other recreational vehicle occupies a mobilehome site in the park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the trailer or other recreational vehicle occupied a mobilehome site in the park prior to January 1, 1991.

(2) The trailer or other recreational vehicle occupies a mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992.

"Mobilehome" does not include a trailer or other recreational vehicle located in a recreational vehicle park subject to Chapter 2.6 (commencing with Section 799.20).

798.4. "Mobilehome park" is an area of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation.

798.6. "Park" is a manufactured housing community as defined in Section 18801 of the Health and Safety Code, or a mobilehome park.

798.7. "New Construction" means any newly constructed spaces initially held out for rent after January 1, 1990.

798.8. "Rental agreement" is an agreement between the management and the homeowner establishing the terms and conditions of a park tenancy. A lease is a rental agreement.

798.9. "Homeowner" is a person who has a tenancy in a mobilehome park under a rental agreement.

798.10. "Change of use" means a use of the park for a purpose other than the rental, or the holding out for rent, of two or more mobilehome sites to accommodate mobilehomes used for human habitation, and does not mean the adoption, amendment, or repeal of a park rule or regulation. A change of use may affect an entire park or any portion thereof. "Change of use" includes, but is not limited to, a change of the park or any portion thereof to a condominium, stock cooperative, planned unit development, or any form of ownership wherein spaces within the park are to be sold.

798.11. "Resident" is a homeowner or other person who lawfully occupies a mobilehome.

798.12. "Tenancy" is the right of a homeowner to the use of a site within a mobilehome park on which to locate, maintain, and occupy a mobilehome, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park.

798.13. (a) This chapter does not apply to any area owned, operated, or maintained by the state for the purpose of providing employee housing or space for a mobilehome owned or occupied by an employee of the state.

(b) Notwithstanding subdivision (a), a state employer shall provide the occupant of a privately owned mobilehome that is situated in an employee housing area owned, operated, or maintained by the state, and that is occupied by a state employee by agreement with his or her state employer and subject to the terms and conditions of that state employment, with a minimum of 60-days' notice prior to terminating the tenancy for any reason.

798.14. Unless otherwise provided, all notices required by this chapter shall be either delivered personally to the homeowner or deposited in the United States mail, postage prepaid, addressed to the homeowner at his or her site within the mobilehome park.

Article 2. Rental Agreement

798.15. The rental agreement shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all of the following:

(a) The term of the tenancy and the rent therefor.

(b) The rules and regulations of the park.

(c) A copy of the text of this chapter shall be attached as an exhibit and shall be incorporated into the rental agreement by reference. Management shall provide all homeowners with a copy of the chapter prior to February 1 of each year, if a significant change was made in the chapter by legislation enacted in the prior year.

(d) A provision specifying that (1) it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

(e) A description of the physical improvements to be provided the homeowner during his or her tenancy.

(f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.

(g) A provision stating that management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

(h) All other provisions governing the tenancy.

798.16. (a) The rental agreement may include other provisions permitted by law, but need not include specific language contained in state or local laws not a part of this chapter.

(b) Management shall return an executed copy of the rental agreement to the homeowner within 15 business days after management has received the rental agreement signed by the homeowner.

798.17. (a) (1) Rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

(2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.

(4) The homeowner who executes a rental agreement offered pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of the homeowner's execution of the rental agreement.

(c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.

(d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.

(e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure, a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule, regulation, or initiative measure. No other fee or other exaction shall be imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of the acceptance of a rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

(g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993, shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

(h) This section does not apply to or supersede other provisions of this part or other state law.

798.18. (a) A homeowner shall be offered a rental agreement for (1) a term of 12 months, or (2) a lesser period as the homeowner may request, or (3) a longer period as mutually agreed upon by both the homeowner and management.

(b) No rental agreement shall contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the rental agreement from the corresponding terms or conditions that would be offered to the homeowners on a month-to-month basis.

(c) No rental agreement for a term of 12 months or less shall include any provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement beyond the initial term for a term longer than 12 months at the sole option of either the management or the homeowner.

798.19. No rental agreement for a mobilehome shall contain a provision by which the homeowner waives his or her rights under the provisions of Articles 1 to 8, inclusive, of this chapter. Any such waiver shall be deemed contrary to public policy and void.

798.19.5. A rental agreement entered into or renewed on and after January 1, 2006, shall not include a clause, rule, regulation, or any other provision that grants to management the right of first refusal to purchase a homeowner's mobilehome that is in the park and offered for sale to a third party pursuant to Article 7 (commencing with Section 798.70). This section does not preclude a separate agreement for separate consideration granting the park owner or management a right of first refusal to purchase the homeowner's mobilehome that is in the park and offered for sale.

798.20. Membership in any private club or organization which is a condition for tenancy in a park shall not be denied on the basis of race, color, religion, sex, national origin, ancestry, or marital status.

798.21. (a) Notwithstanding Section 798.17, if a mobilehome space within a mobilehome park is not the principal residence of the homeowner and the homeowner has not rented the mobilehome to another party, it shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that the landlord may charge a tenant for rent.

(b) Nothing in this section is intended to require any homeowner to disclose information concerning his or her personal finances.

Nothing in this section shall be construed to authorize management to gain access to any records which would otherwise be confidential or privileged.

(c) For purposes of this section, a mobilehome shall be deemed to be the principal residence of the homeowner, unless a review of state or county records demonstrates that the homeowner is receiving a homeowner's exemption for another property or mobilehome in this state, or unless a review of public records reasonably demonstrates that the principal residence of the homeowner is out of state.

(d) Before modifying the rent or other terms of tenancy as a result of a review of records, as desribed in subdivision (c), the management shall notify the homeowner, in writing, of the proposed changes and provide the homeowner with a copy of the documents upon which management relied.

(e) The homeowner shall have 90 days from the date the notice described in subdivision (d) is mailed to review and respond to the notice. Management may not modify the rent or other terms of tenancy prior to the expiration of the 90-day period or prior to responding, in writing, to information provided by the homeowner. Management may not modify the rent or other terms of tenancy if the homeowner provides documentation reasonably establishing that the information provided by management is incorrect or that the homeowner is not the same person identified in the documents. However, nothing in this subdivision shall be construed to authorize the homeowner to change the homeowner's exemption status of the other property or mobilehome owned by the homeowner.

(f) This section does not apply under any of the following conditions:

(1) The homeowner is unable to rent or lease the mobilehome because the owner or management of the mobilehome park in which the mobilehome is located does not permit, or the rental agreement limits or prohibits, the assignment of the mobilehome or the subletting of the park space.

(2) The mobilehome is being actively held available for sale by the homeowner, or pursuant to a listing agreement with a real estate broker licensed pursuant to Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, or a mobilehome dealer, as defined in Section 18002.6 of the Health and Safety Code. A homeowner, real estate broker, or mobilehome dealer attempting to sell a mobilehome shall actively market and advertise the mobilehome for sale in good faith to bona fide purchasers for value in order to remain exempt pursuant to this subdivision.

(3) The legal owner has taken possession or ownership, or both, of the mobilehome from a registered owner through either a surrender of ownership interest by the registered owner or a foreclosure proceeding.

798.22. (a) In any new mobilehome park that is developed after January 1, 1982, mobilehome spaces shall not be rented for the accommodation of recreational vehicles as defined by Section 799.29 unless the mobilehome park has a specifically designated area within the park for recreational vehicles, which is separate and apart from the area designated for mobilehomes. Recreational vehicles may be located only in the specifically designated area.

(b) Any new mobilehome park that is developed after January 1, 1982, is not subject to the provisions of this section until 75 percent of the spaces have been rented for the first time.

798.23. (a) The owner of the park, and any person employed by the park, shall be subject to, and comply with, all park rules and regulations, to the same extent as residents and their guests.

(b) Subdivision (a) of this section does not apply to either of the following:

(1) Any rule or regulation that governs the age of any resident or guest.

(2) Acts of a park owner or park employee which are undertaken to fulfill a park owner's maintenance, management, and business operation responsibilities.

798.23.5. (a) (1) Management shall permit a homeowner to rent his or her home that serves as the homeowner's primary residence or sublet his or her space, under the circumstances described in paragraph (2) and subject to the requirements of this section.

(2) A homeowner shall be permitted to rent or sublet pursuant to paragraph (1) if a medical emergency or medical treatment requires the homeowner to be absent from his or her home and this is confirmed in writing by an attending physician.

(b) The following provisions shall apply to a rental or sublease pursuant to this section:

(1) The minimum term of the rental or sublease shall be six months, unless the management approves a shorter term, but no greater than 12 months, unless management approves a longer term.

(2) The management may require approval of a prospective renter or sublessee, subject to the process and restrictions provided by subdivision (a) of Section 798.74 for prospective purchasers of mobilehomes. A prospective sublessee shall comply with any rule or regulation limiting residency based on age requirements, pursuant to Section 798.76. The management may charge a prospective sublessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined in Section 1785.3, if the management or his or her agent requires that personal reference check or consumer credit report.

(3) The renter or sublessee shall comply with all rules and regulations of the park. The failure of a renter or sublessee to comply with the rules and regulations of the park may result in the termination of the homeowner's tenancy in the mobilehome park, in accordance with Section 798.56. A homeowner's tenancy may not be terminated under this paragraph if the homeowner completes an action for unlawful detainer or executes a judgement for possession pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.

(4) The homeowner shall remain liable for the mobilehome park rent and other park charges.

(5) The management may require the homeowner to reside in the mobilehome park for a term of one year before management permits the renting or subletting of a mobilehome or mobilehome space.

(6) Notwithstanding subdivision (a) of Section 798.39, if a security deposit has been refunded to the homeowner pursuant to subdivision (b) or (c) of Section 798.39, the management may require the homeowner to resubmit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management may retain this security deposit for the duration of the term of the rental or sublease.

(7) The homeowner shall keep his or her current address and telephone number on file with the management during the term of rental or sublease. If applicable, the homeowner may provide the name, address, and telephone number of his or her legal representative.

(c) A homeowner may not charge a renter or sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the mobilehome, if any.

Article 3. Rules and Regulations

798.24. Each common area facility shall be open or available to residents at all reasonable hours and the hours of the common area facility shall be posted at the facility.

798.25. (a) Except as provided in subdivision (d), when the management proposes an amendment to the park's rules and regulations, the management shall meet and consult with the homeowners

in the park, their representatives, or both, after written notice has been given to all the homeowners in the park 10 days or more before the meeting. The notice shall set forth the proposed amendment to the park's rules and regulations and shall state the date, time, and location of the meeting.

(b) Except as provided in subdivision (d) following the meeting and consultation with the homeowners, the noticed amendment to the park's rules and regulations may be implemented, as to any homeowner, with the consent of that homeowner, or without the homeowner's consent upon written notice of not less than six months, except for regulations applicable to recreational facilities, which may be amended without homeowner consent upon written notice of not less than 60 days.

(c) Written notice to a homeowner whose tenancy commences within the required period of notice of a proposed amendment to the park's rules and regulations under subdivision (b) or (d) shall constitute compliance with this section where the written notice is given before the inception of the tenancy.

(d) When the management proposes an amendment to the park's rules and regulations mandated by a change in the law, including, but not limited to, a change in a statute, ordinance, or governmental regulation, the management may implement the amendment to the park's rules and regulations, as to any homeowner, with the consent of that homeowner or without the homeowner's consent upon written notice of not less than 60 days. For purposes of this subdivision, the management shall specify in the notice the citation to the statute, ordinance, or regulation, including the section number, that necessitates the proposed amendment to the park's rules and regulations.

(e) Any amendment to the park's rules and regulations that creates a new fee payable by the homeowner and that has not been expressly agreed upon by the homeowner and management in the written rental agreement or lease, shall be void and unenforceable.

798.25.5. Any rule or regulation of a mobilehome park that (a) is unilaterally adopted by the management, (b) is implemented without the consent of the homeowners, and (c) by its terms purports to deny homeowners their right to a trial by jury or which would mandate binding arbitration of any dispute between the management and homeowners shall be void and unenforceable.

798.26. (a) Except as provided in subdivision (b), the ownership or management of a park shall have no right of entry to a mobilehome without the prior written consent of the resident. The consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the rules and regulations of the park when the homeowner or resident fails to so maintain the premises, and protection of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

(b) The ownership or management of a park may enter a mobilehome without the prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.

798.27. (a) The management shall give written notice to all homeowners and prospective homeowners concerning the following matters: (1) the nature of the zoning or use permit under which the mobilehome park operates. If the mobilehome park is operating pursuant to a permit subject to a renewal or expiration date, the relevant information and dates shall be included in the notice. (2) The duration of any lease of the mobilehome park, or any portion thereof, in which the management is a lessee.

(b) If a change occurs concerning the zoning or use permit under which the park operates or a lease in which the management is a lessee, all homeowners shall be given written notice within 30 days of that change. Notification regarding the change of use of the park, or any portion thereof, shall be governed by subdivision (g) of Section 798.56. A prospective homeowner shall be notified prior to the inception of the tenancy.

798.28. The management of a mobilehome park shall disclose, in writing, the name, business address, and business telephone number of the mobilehome park owner upon the request of a homeowner.

798.28.5. (a) Except as otherwise provided in this section, the management may cause the removal, pursuant to Section 22658 of the Vehicle Code, of a vehicle other than a mobilehome that is parked in the park when there is displayed a sign at each entrance to the park as provided in paragraph (1) of subdivision (a) of Section 22658 of the Vehicle Code.

(b)(1) Management may not cause the removal of a vehicle from a homeowner's or resident's driveway or a homeowner's or resident's designated parking space except if management has first posted on the windshield of the vehicle a notice stating management's intent to remove the vehicle in seven days and stating the specific park rule that the vehicle has violated that justifies its removal. After the expiration of seven days following the posting of the notice, management may remove a vehicle that remains in violation of a rule for which notice has been posted upon the vehicle. If a vehicle rule violation is corrected within seven days after the rule violation notice is posted on the vehicle, the vehicle may not be removed. If a vehicle upon which a rule violation notice has been posted is removed from the park by a homeowner or resident and subsequently is returned to the park still in violation of the rule stated in the notice, management is not required to post any additional notice on the vehicle, and the vehicle may be removed after the expiration of the seven-day period following the original notice posting.

(2) If a vehicle poses a significant danger to the health or safety of a park resident or guest, or if a homeowner or resident requests to have a vehicle removed from his or her driveway or designated parking space, the requirements of paragraph (1) do not apply, and management may remove the vehicle pursuant to Section 22658 of the Vehicle Code.

798.29. The management shall post a mobilehome ombudsman sign provided by the Department of Housing and Community Development, as required by Section 18253.5 of the Health and Safety Code.

798.29.5. The management shall provide, by posting notice on the mobilehomes of all affected homeowners and residents, at least 72 hours' written advance notice of an interruption in utility service of more than two hours for the maintenance, repair, or replacement of facilities of utility systems over which the management has control within the park, provided that the interruption is not due to an emergency. The management shall be liable only for actual damages sustained by a homeowner or resident for violation of this section.

"Emergency," for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the management's regular or planned maintenance, repair, or replacement of utility facilities.

Article 4. Fees and Charges

798.30. The management shall give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase.

798.31. A homeowner shall not be charged a fee for other than rent, utilities, and incidental reasonable charges for services actually rendered.

A homeowner shall not be charged a fee for obtaining a lease on a mobilehome lot for (1) a term of 12 months, or (2) a lesser period as the homeowner may request. A fee may be charged for a lease of

more than one year if the fee is mutually agreed upon by both the homeowner and management.

798.32. (a) A homeowner shall not be charged a fee for services actually rendered which are not listed in the rental agreement unless he or she has been given written notice thereof by the management, at least 60 days before imposition of the charge.

(b) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

798.33. (a) No lease agreement entered into, modified, or renewed on or after January 1, 2001, shall prohibit a homeowner from keeping at least one pet within the park, subject to reasonable rules and regulations of the park. This section may not be construed to affect any other rights provided by law to a homeowner to keep a pet within the park.

(b) A homeowner shall not be charged a fee for keeping a pet in the park unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charged shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the park.

(c) For purposes of this section, "pet" means any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the management and the homeowner.

798.34. (a) A homeowner shall not be charged a fee for a guest who does not stay with him or her for more than a total of 20 consecutive days or a total of 30 days in a calendar year. A person who is a guest, as described in this subdivision, shall not be required to register with the management.

(b) A homeowner who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for that person. The person shall be considered a guest of the homeowner and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. The guest shall comply with the provisions of the rules and regulations of the mobilehome park.

(c) A senior homeowner may share his or her mobilehome with any person over 18 years of age if that person is providing live-in health care or live-in supportive care to the homeowner pursuant to a written treatment plan prepared by the homeowner's physician. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in the park, and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. That person shall comply with the rules and regulations of the mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner who is 55 years of age or older.

(d) A senior homeowner who resides in a mobilehome park that has implemented rules or regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 798.76, may share his or her mobilehome with any person over 18 years of age if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision pursuant to a written treatment plan prepared by a physician and surgeon. Management may not charge a fee for this person. Any agreement between the senior homeowner and this person shall not change the terms and conditions of the rental agreement between management and the senior homeowner. Unless otherwise agreed upon, park management shall not be required to manage, supervise, or provide for this person's care during his or her stay in the mobilehome park. This person shall have no rights of tenancy in the park, but shall comply with the rules and regulations of the mobilehome park. A violation of the mobilehome park rules and regulations by this person shall be deemed a violation of the rules and regulations by the homeowner pursuant to subdivision (d) of Section 798.56. As used in this subdivision, "senior homeowner" means a homeowner who is 55 years of age or older.

798.35. A homeowner shall not be charged a fee based on the number of members in his or her immediate family. As used in this section, the "immediate family" shall be limited to the homeowner, his or her spouse, their parents, their children, and their grandchildren under 18 years of age.

798.36. A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park, except a reasonable fee may be charged by management for the maintenance or cleanup, as described in subdivision (b), of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

(b) (1) If management determines, in good faith, that the removal of a homeowner's or resident's personal property from the land and premises upon which the mobilehome is situated is necessary to bring the premises into compliance with the reasonable rules and regulations of the park or the provisions of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code) or Title 25 of the California Code of Regulations, management may remove the property to a reasonably secure storage facility. Management shall provide written notice of at least 14 days of its intent to remove the personal property, including a description of the property to be removed. The notice shall include the rule, regulation, or code justifying the removal and shall provide an estimate of the charges to be imposed by management. The property to be removed shall not include the mobilehome or its appurtenances or accessory structures.

(2) The homeowner or resident shall be responsible for reimbursing to management the actual, reasonable costs, if any, of removing and storing the property. These costs incurred by management in correcting the rules violation associated with the removal and storage of the property, are deemed reasonable incidental service charges and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner.

(3) Within seven days from the date the property is removed to a storage area, management shall provide the homeowner or resident a written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by the resident or homeowner. If, within 60 days, the homeowner or resident does not claim the property, the property shall be deemed to be abandoned, and management may dispose of the property in any manner. The homeowner's or resident's liability for storage charges shall not exceed 60 days. If the homeowner or resident claims the property, but has not reimbursed management for storage costs, management may bill those costs in a monthly statement which shall constitute notice of nonpayment, and the costs shall become the obligation of the homeowner or resident. If a resident or homeowner communicates in writing his or her intent to abandon the property before 60 days has expired, management may dispose of the property immediately and no further storage charges shall accrue.

(4) If management elects to dispose of the property by way of sale or auction, and the funds received from the sale or auction exceed the amount owed to management, management shall refund the difference to the homeowner or resident within 15 days from the date of management's receipt of the funds from the sale or auction. The refund shall be delivered to the homeowner or resident by first-class mail postage prepaid to his or her address in the park, or by personal delivery, and shall include an accounting specifying the costs of removal and storage of the property incurred by management in correcting the rules violation and the amount of proceeds realized from any sale or auction. If a sale or auction of the property yields less than the costs incurred by management, the homeowner or resident shall be responsible for the difference, and this amount shall be deemed a reasonable incidental service charge and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner. If management elects to proceed under this section, it may not also terminate the tenancy pursuant to subdivision (d) of Section 798.56 based upon the specific violations relied upon to proceed under this section. In any proceeding under this section, management shall bear the burden of proof that enforcement was undertaken in a nondiscriminatory, nonselective fashion.

798.37. A homeowner may not be charged a fee for the entry, installation, hookup, or landscaping as a condition of tenancy except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the occupancy of the specific site upon which the mobilehome is located and not incurred as a portion of the development of the mobilehome park as a whole. However, reasonable landscaping and maintenance requirements may be included in the park rules and regulations. The management may not require a homeowner or prospective homeowner to purchase, rent, or lease goods or services for landscaping, remodeling, or maintenance from any person, company, or corporation.

798.37.5 (a) With respect to trees on rental spaces in a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a homeowner or a determination by park management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, the park management or a homeowner may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists.

(b) With respect to trees in the common areas of a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof.

(c) Park management shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by park management including, but not limited to, repair of root damage to driveways and foundation systems and removal. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway. A homeowner may be charged for the cost of any damage to the driveway caused by an act of the homeowner or a breach of the homeowner's responsibilities under the rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this section.

(d) No homeowner may plant a tree within the mobilehome park without first obtaining written permission from the management.

(e) This section shall not apply to alter the terms of any rental agreement in effect prior to January 1, 2001, between the park management and the homeowner regarding the responsibility for the maintenance of trees and driveways within the mobilehome park, except that upon any renewal or extension, the rental agreement shall be subject to this section. This section is not intended to abrogate the content of any existing rental agreement or other written agreements regarding trees or driveways that are in effect prior to January 1, 2001.

(f) This section shall only apply to rental agreements entered into, renewed, or extended on or after January 1, 2001.

(g) Any mobilehome park rule or regulation shall be in compliance with this section.

798.38. (a) Where the management provides both master-meter and submeter service of utilities to a homeowner, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his or her meter. The management shall post in a conspicuous place, the prevailing residential utilities rate schedule as published by the serving utility.

(b) If a third-party billing agent or company prepares utility billing for the park, the management shall disclose on each resident's billing, the name, address, and telephone number of the billing agent or company.

798.39. (a) The management may only demand a security deposit on or before initial occupancy and the security deposit may not be in an amount or value in excess of an amount equal to two months' rent that is charged at the inception of the occupancy, in addition to any rent for the first month. In no event shall additional security deposits be demanded of a homeowner following the initial occupancy.

(b) As to all security deposits collected on or after January 1, 1989, after the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for any 12-consecutive-month period subsequent to the collection of the security deposit by the management, or upon resale of the mobilehome, whichever occurs earlier, the management shall, upon the receipt of a written request from the homeowner, refund to the homeowner the amount of the security deposit within 30 days following the end of the 12-consecutive-month period of the prompt payment or the date of the resale of the mobilehome.

(c) As to all security deposits collected prior to January 1, 1989, upon the extension or renewal of the rental agreement or lease between the homeowner and the management, and upon the receipt of a written request from the homeowner, if the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for the 12-consecutive- month period preceding the receipt of the written request, the management shall refund to the homeowner the amount of the security deposit within 60 days.

(d) As to all security deposits collected prior to January 1, 1989, and not disbursed pursuant to subdivision (c), in the event that the mobilehome park is sold or transferred to any other party or entity, the selling park owner shall deposit in escrow an amount equal to all security deposits that the park owner holds. The seller's escrow instructions shall direct that, upon close of escrow, the security deposits therein that were held by the selling park owner (including the period in escrow) for 12 months or more, shall be disbursed to the persons who paid the deposits to the selling park owner and promptly paid, within five days of the date the amount is due, all rent, utilities, and reasonable service charges for the 12-month period preceding the close of escrow.

(e) Any and all security deposits in escrow that were held by the selling park owner that are not required to be disbursed pursuant to subdivision (b), (c), or (d) shall be disbursed to the successors in interest to the selling or transferring park owner, who shall have the same obligations of the park's management and ownership specified in this section with respect to security deposits. The disbursal may be made in escrow by a debit against the selling park owner and a credit to the successors in interest to the selling park owner.

(f) The management shall not be required to place any security deposit collected in an interest-bearing account or to provide a homeowner with any interest on the security deposit collected.

(g) Nothing in this section shall affect the validity of title to real property transferred in violation of this section.

798.40. The management shall not acquire a lien or security interest, other than an interest arising by reason of process issued to enforce a judgment of any court, in a mobilehome located in the park unless it is mutually agreed upon by both the homeowner and management. Any billing and payment upon the obligation shall be kept separate from current rent.

798.41. (a) Where a rental agreement, including a rental agreement specified in Section 798.17, does not specifically provide otherwise, the park management may elect to bill a homeowner separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the park. Any separately billed utility fees and charges shall not be deemed to be included in the rent charged for those spaces under the rental agreement, and shall not be deemed to be rent or a rent increase for purposes of any ordinance, rule, regulation, or initiative measure adopted or enforced by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent, provided that at the time of the initial separate billing of any utility fees and charges the rent chargeable under the rental agreement or the base rent chargeable under the terms of a local rent control provision is simultaneously reduced by an amount equal to the fees and charges separately billed. The amount of this reduction shall be equal to the average amount charged to the park management for that utility service for that space during the 12 months immediately preceding notice of the commencement of the separate billing for that utility service.

Utility services to which this section applies are natural gas or liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service.

(b) This section does not apply to rental agreements entered into prior to January 1, 1991, until extended or renewed on or after that date.

(c) Nothing in this section shall require rental agreements to provide for separate billing to homeowners of fees and charges specified in subdivision (a).

(d) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

798.42. (a) The management shall not charge or impose upon a homeowner any fee or increase in rent which reflects the cost to the management of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the management for a violation of this chapter, including any attorney's fees and costs incurred by the management in connection therewith.

(b) A court shall consider the remoteness in time of the assessment or award against the management of any fine, forfeiture, penalty, money damages, or fee in determining whether the homeowner has met the burden of proof that the fee or increase in rent is in violation of this section.

(c) Any provision in a rental agreement entered into, renewed, or modified on or after January 1, 1995, that permits a fee or increase in rent that reflects the cost to the management of any money damages awarded against the management for a violation of this chapter shall be void.

798.43. (a) Except as provided in subdivision (b), whenever a homeowner is responsible for payment of gas, water, or electric utility service, management shall disclose to the homeowner any condition by which a gas, water, or electric meter on the homeowner's site measures gas, water, or electric service for common area facilities or equipment, including lighting, provided that management has knowledge of the condition.

Management shall disclose this information prior to the inception of the tenancy or upon discovery and shall complete either of the following:

(1) Enter into a mutual written agreement with the homeowner for compensation by management for the cost of the portion of the service measured by the homeowner's meter for the common area facilities or equipment to the extent that this cost accrues on or after January 1, 1991.

(2) Discontinue using the meter on the homeowner's site for the utility service to the common area facilities and equipment.

(b) On and after January 1, 1994, if the electric meter on the homeowner's site measures electricity for lighting mandated by Section 18602 of the Health and Safety Code and this lighting provides lighting for the homeowner's site, management shall be required to comply with subdivision (a).

798.43.1. (a) The management of a master-meter park shall give written notice to homeowners and residents on or before February 1 of each year in their utility billing statements about assistance to low-income persons for utility costs available under the California Alternate Rates for Energy (CARE) program, established pursuant to Section 739.1 of the Public Utilities Code. The notice shall include CARE information available to master-meter customers from their serving utility, to include, at a minimum: (1) the fact that CARE offers a discount on monthly gas or electric bills for qualifying low-income residents; and (2) the telephone number of the serving utility which provides CARE information and applications. The park shall also post the notice in a conspicuous place in the clubhouse, or if there is no clubhouse, in a conspicuous public place in the park.

(b) The management of a master-meter park may accept and help process CARE program applications from homeowners and residents in the park, fill in the necessary account or other park information required by the serving utility to process the applications, and send the applications to the serving utility. The management shall not deny a homeowner or resident who chooses to submit a CARE application to the utility himself or herself any park information, including a utility account number, the serving utility requires to process a homeowner or resident CARE program application.

(c) The management of a master-meter park shall pass through the full amount of the CARE program discount in monthly utility billings to homeowners and residents who have qualified for the CARE rate schedule, as defined in the serving utility's applicable rate schedule. The management shall notice the discount on the billing statement of any homeowner or resident who has qualified for the CARE rate schedule as either the itemized amount of the discount or a notation on the statement that the homeowner or resident is receiving the CARE discount on the electric bill, the gas bill, or both the electric and gas bills.

(d) "Master-meter park" as used in this section means "master-meter customer" as used in Section 739.5 of the Public Utilities Code.

798.44. (a) The management of a park that does not permit mobilehome owners or park tenants to purchase liquefied petroleum

gas for use in the mobilehome park from someone other than the mobilehome park management shall not sell liquefied petroleum gas to mobilehome owners and tenants within the park at a cost which exceeds 110 percent of the actual price paid by the management of the park for liquefied petroleum gas.

(b) The management of a park shall post in a visible location the actual price paid by management for liquefied petroleum gas sold pursuant to subdivision (a).

(c) This section shall apply only to mobilehome parks regulated under the Mobilehome Residency Law. This section shall not apply to recreational vehicle parks, as defined in Section 18215 of the Health and Safety Code, which exclusively serve recreational vehicles, as defined in Section 18010 of the Health and Safety Code.

(d) Nothing in this section is intended to abrogate any rights a mobilehome park owner may have under Section 798.31 of the Civil Code.

(e) In addition to a mobilehome park described in subdivision (a), the requirements of subdivisions (a) and (b) shall apply to a mobilehome park where requirements of federal, state, or local law or regulation, including, but not limited to, requirements for setbacks between mobilehomes, prohibit homeowners or tenants from installing their own liquefied petroleum gas supply tanks, notwithstanding that the management of the mobilehome park permits mobilehome owners and park tenants to buy their own liquefied petroleum gas.

Article 4.5. Rent Control

798.45. Notwithstanding Section 798.17, "new construction" as defined in Section 798.7, shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that a landlord may charge a tenant for rent.

798.49. (a) Except as provided in subdivision (d), the local agency of any city, including a charter city, county, or city and county, which administers an ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent shall permit the management to separately charge a homeowner for any of the following:

(1) The amount of any fee, assessment or other charge first imposed by a city, including a charter city, a county, a city and county, the state, or the federal government on or after January 1, 1995, upon the space rented by the homeowner.

(2) The amount of any increase on or after January 1, 1995, in an existing fee, assessment or other charge imposed by any governmental entity upon the space rented by the homeowner.

(3) The amount of any fee, assessment or other charge upon the space first imposed or increased on or after January 1, 1993, pursuant to any state or locally mandated program relating to housing contained in the Health and Safety Code.

(b) If management has charged the homeowner for a fee, assessment, or other charge specified in subdivision (a) that was increased or first imposed on or after January 1, 1993, and the fee, assessment, or other charge is decreased or eliminated thereafter, the charge to the homeowner shall be decreased or eliminated accordingly.

(c) The amount of the fee, assessment or other charges authorized by subdivision (a) shall be separately stated on any billing to the homeowner. Any change in the amount of the fee, assessment, or other charges that are separately billed pursuant to subdivision (a) shall be considered when determining any rental adjustment under the local ordinance.

(d) This section shall not apply to any of the following:

(1) Those fees, assessments, or charges imposed pursuant to the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), unless specifically authorized by Section 18502 of the Health and Safety Code.

(2) Those costs that are imposed on management by a court pursuant to Section 798.42.

(3) Any fee or other exaction imposed upon management for the specific purpose of defraying the cost of administration of any ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent.

(4) Any tax imposed upon the property by a city, including a charter city, county, or city and county.

(e) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

Article 5. Homeowner Communications and Meetings

798.50. It is the intent of the Legislature in enacting this article to ensure that homeowners and residents of mobilehome parks have the right to peacefully assemble and freely communicate with one another and with others with respect to mobilehome living or for social or educational purposes.

798.51. (a) No provision contained in any mobilehome park rental agreement, rule, or regulation shall deny or prohibit the right of any homeowner or resident in the park to do any of the following:

(1) Peacefully assemble or meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Meetings may be held in the park community or recreation hall or clubhouse when the facility is not otherwise in use, and, with the consent of the homeowner, in any mobilehome within the park.

(2) Invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with homeowners and residents and speak upon matters of public interest, in accordance with Section 798.50.

(3) Canvass and petition homeowners and residents for noncommercial purposes relating to mobilehome living, election to public office, or the initiative, referendum, or recall processes, at reasonable hours and in a reasonable manner, including the distribution or circulation of information.

(b) A homeowner or resident may not be charged a cleaning deposit in order to use the park recreation hall or clubhouse for meetings of resident organizations for any of the purposes stated in Section 798.50 and this section, whether or not guests or visitors from outside the park are invited to attend the meeting, if a homeowner or resident of the park is hosting the meeting and all homeowners or residents of the park are allowed to attend.

(c) A homeowner or resident may not be required to obtain liability insurance in order to use common area facilities for the purposes specified in this section and Section 798.50. However, if alcoholic beverages are to be served at any meeting or private function, a liability insurance binder may be required by the park ownership or management. The ownership or management of a mobilehome park may prohibit the consumption of alcoholic beverages in the park common area facilities if the terms of the rental agreement or the rules and regulations of the park prohibit it.

(d) A homeowner, organization, or group of homeowners using a recreation hall or clubhouse pursuant to this section shall be required to adhere to any limitations or restrictions regarding vehicle parking or maximum occupancy for the clubhouse or recreation hall.

(e) A homeowner or resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the

sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobilehome park is located imposes a more restrictive period of time for the display of such a sign.

798.52. Any homeowner or resident who is prevented by management from exercising the rights provided for in Section 798.51 may bring an action in a court of law to enjoin enforcement of any rule, regulation, or other policy which unreasonably deprives a homeowner or resident of those rights.

Article 5.5. Homeowners Meetings with Management

798.53. The management shall meet and consult with the homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners who have signed a request to be so represented on the following matters:

(a) Resident concerns regarding existing park rules that are not subject to Section 798.25.

(b) Standards for maintenance of physical improvements in the park.

(c) Addition, alteration, or deletion of service, equipment, or physical improvements.

(d) Rental agreements offered pursuant to Section 798.17.

Any collective meeting shall be conducted only after notice thereof has been given to all the requesting homeowners 10 days or more before the meeting.

Article 6. Termination of Tenancy

798.55. (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of mobilehomes occupied within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.

(b) (1) The management may not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner, in the manner prescribed by Section 1162 of the Code of Civil Procedure, to sell or remove, at the homeowner's election, the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner. The copy may be sent by regular mail or by certified or registered mail with return receipt requested, at the option of the management.

(2) The homeowner shall pay past due rent and utilities upon the sale of a mobilehome pursuant to paragraph (1).

(c) If the homeowner has not paid the rent due within three days after notice to the homeowner, and if the first notice was not sent by certified or registered mail with return receipt requested, a copy of the notice shall again be sent to the legal owner, each junior lienholder, and the registered owner, if other than the homeowner, by certified or registered mail with return receipt requested within 10 days after notice to the homeowner. Copies of the notice shall be addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

(d) If management obtains a court judgment against a homeowner or resident, the cost incurred by management in obtaining a title search for the purpose of complying with the notice requirements of this section shall be recoverable as a cost of suit.

(e) The resident of a mobilehome that remains in the mobilehome park after service of the notice to sell or remove the mobilehome shall continue to be subject to this chapter and the rules and regulations of the park, including rules regarding maintenance of the space.

(f) No lawful act by the management to enforce this chapter or the rules and regulations of the park may be deemed or construed to waive or otherwise affect the notice to remove the mobilehome.

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56(e)(5), if you have been given a hree-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice hall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

798.56a. (a) Within 60 days after receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy pursuant to any reason provided in Section 798.56, the legal owner, if any, and each junior lienholder, if any, shall notify the management in writing of at least one of the following:

(1) Its offer to sell the obligation secured by the mobilehome to the management for the amount specified in its written offer. In that event, the management shall have 15 days following receipt of the offer to accept or reject the offer in writing. If the offer is rejected, the person or entity that made the offer shall have 10 days in which to exercise one of the other options contained in this section and shall notify management in writing of its choice.

(2) Its intention to foreclose on its security interest in the mobilehome.

(3) Its request that the management pursue the termination of tenancy against the homeowner and its offer to reimburse management for the reasonable attorney's fees and court costs incurred by the management in that action. If this request and offer are made, the legal owner, if any, or junior lienholder, if any, shall reimburse the management the amount of reasonable attorney's fees and court costs, as agreed upon by the management and the legal owner or junior lienholder, incurred by the management in an action to terminate the homeowner's tenancy, on or before the earlier of (A) the 60th calendar day following receipt of written notice from the man-

agement of the aggregate amount of those reasonable attorney's fees and costs or (B) the date the mobilehome is resold.

(b) A legal owner, if any, or junior lienholder, if any, may sell the mobilehome within the park to a third party and keep the mobilehome on the site within the mobilehome park until it is resold only if all of the following requirements are met:

(1) The legal owner, if any, or junior lienholder, if any, notifies management in writing of the intention to exercise either option described in paragraph (2) or (3) of subdivision (a) within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy and satisfies all of the responsibilities and liabilities of the homeowner owing to the management for the 90 days preceding the mailing of the notice of termination of tenancy and then continues to satisfy these responsibilities and liabilities as they accrue from the date of the mailing of that notice until the date the mobilehome is resold.

(2) Within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy, the legal owner or junior lienholder commences all repairs and necessary corrective actions so that the mobilehome complies with park rules and regulations in existence at the time the notice of termination of tenancy was given as well as the health and safety standards specified in Sections 18550, 18552, and 18605 of the Health and Safety Code, and completes these repairs and corrective actions within 90 calendar days of that notice, or before the date that the mobilehome is sold, whichever is earlier.

(3) The legal owner, if any, or junior lienholder, if any, complies with the requirements of Article 7 (commencing with Section 798.70) as it relates to the transfer of the mobilehome to a third party.

(c) For purposes of subdivision (b), the "homeowner's responsibilities and liabilities" means all rents, utilities, reasonable maintenance charges of the mobilehome and its premises, and reasonable maintenance of the mobilehome and its premises pursuant to existing park rules and regulations.

(d) If the homeowner files for bankruptcy, the periods set forth in this section are tolled until the mobilehome is released from bankruptcy.

(e) Notwithstanding any other provision of law, including, but not limited to, Section 18099.5 of the Health and Safety Code, if neither the legal owner nor a junior lienholder notifies the management of its decision pursuant to subdivision (a) within the period allowed, or performs as agreed within 30 days, or if a registered owner of a mobilehome, that is not encumbered by a lien held by a legal owner or a junior lienholder, fails to comply with a notice of termination and is either legally evicted or vacates the premises, the management may either remove the mobilehome from the premises and place it in storage or store it on its site. In this case, notwithstanding any other provision of law, the management shall have a warehouseman's lien in accordance with Section 7209 of the Commercial Code against the mobilehome for the costs of dismantling and moving, if appropriate, as well as storage, that shall be superior to all other liens, except the lien provided for in Section 18116.1 of the Health and Safety Code, and may enforce the lien pursuant to Section 7210 of the Commercial Code either after the date of judgment in an unlawful detainer action or after the date the mobilehome is physically vacated by the resident, whichever occurs earlier. Upon completion of any sale to enforce the warehouseman's lien in accordance with Section 7210 of the Commercial Code, the management shall provide the purchaser at the sale with evidence of the sale, as shall be specified by the Department of Housing and Community Development, that shall, upon proper request by the purchaser of the mobilehome, register title to the mobilehome to this purchaser, whether or not there existed a legal owner or junior lienholder on this title to the mobilehome.

(f) All written notices required by this section shall be sent to the other party by certified or registered mail with return receipt requested.

(g) Satisfaction, pursuant to this section, of the homeowner's accrued or accruing responsibilities and liabilities shall not cure the default of the homeowner.

798.57. The management shall set forth in a notice of termination, the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither reference to the section number or a subdivision thereof, nor a recital of the language of this article will constitute compliance with this section.

798.58. Tenancy may only be terminated for reasons contained in Section 798.56, and a tenancy may not be terminated for the purpose of making a homeowner's site available for a person who purchased or proposes to purchase, or rents or proposes to rent, a mobilehome from the owner of the park or the owner's agent.

798.59. A homeowner shall give written notice to the management of not less than 60 days before vacating his or her tenancy.

798.60. The provisions of this article shall not affect any rights or proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure except as otherwise provided herein.

798.61. (a) (1) As used in this section, "abandoned mobilehome" means a mobilehome about which all of the following are true:

(A) It is located in a mobilehome park on a site for which no rent has been paid to the management for the preceding 60 days.

(B) It is unoccupied.

(C) A reasonable person would believe it to be abandoned.

(2) For purposes of this section:

(A) "Mobilehome" shall include a trailer coach, as defined in Section 635 of the Vehicle Code, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code, if the trailer coach or recreational vehicle also satisfies the requirements of paragraph (1), including being located on any site within a mobilehome park, even if the site is in a separate designated section pursuant to Section 18215 of the Health and Safety Code.

(B) "Abandoned mobilehome" shall include a mobilehome that is uninhabitable because of its total or partial destruction that cannot be rehabilitated, if the mobilehome also satisfies the requirements of paragraph (1).

(b) After determining a mobilehome in a mobilehome park to be an abandoned mobilehome, the management shall post a notice of belief of abandonment on the mobilehome for not less than 30 days, and shall deposit copies of the notice in the United States mail, postage prepaid, addressed to the homeowner at the last known address and to any known registered owner, if different from the homeowner, and to any known holder of a security interest in the abandoned mobilehome. This notice shall be mailed by registered or certified mail with a return receipt requested.

(c) Thirty or more days following posting pursuant to subdivision (b), the management may file a petition in the superior court in the county in which the mobilehome park is located, for a judicial declaration of abandonment of the mobilehome. A proceeding under this subdivision is a limited civil case. Copies of the petition shall be served upon the homeowner, any known registered owner, and any known person having a lien or security interest of record in the mobilehome by posting a copy on the mobilehome and mailing copies to those persons at their last known addresses by registered or certified mail with a return receipt requested in the United States mail, postage prepaid.

(d) (1) Hearing on the petition shall be given precedence over other matters on the court's calendar.

(2) If, at the hearing, the petitioner shows by a preponderance of the evidence that the criteria for an abandoned mobilehome has been satisfied and no party establishes an interest therein at the hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award attorney's fees and costs to the petitioner. For purposes of this subdivision an interest in the mobilehome shall be established by evidence of a right to possession of the mobilehome or a security or ownership interest in the mobilehome.

(3) A default may be entered by the court clerk upon request of the petitioner, and a default judgment shall be thereupon entered, if no responsive pleading is filed within 15 days after service of the petition by mail.

(e) (1) Within 10 days following a judgment of abandonment, the management shall enter the abandoned mobilehome and complete an inventory of the contents and submit the inventory to the court.

(2) During this period the management shall post and mail notice of intent to sell the abandoned mobilehome and its contents under this section, and announcing the date of sale, in the same manner as provided for the notice of determination of abandonment under subdivision (b).

(3) At any time prior to the sale of a mobilehome under this section, any person having a right to possession of the mobilehome may recover and remove it from the premises upon payment to the management of all rent or other charges due, including reasonable costs of storage and other costs awarded by the court. Upon receipt of this payment and removal of the mobilehome from the premises pursuant to this paragraph, the management shall immediately file an acknowledgment of satisfaction of judgment pursuant to Section 724.030 of the Code of Civil Procedure.

(f) Following the judgment of abandonment, but not less than 10 days following the notice of sale specified in subdivision (e), the management may conduct a public sale of the abandoned mobilehome and its contents. The management may bid at the sale and shall have the right to offset its bids to the extent of the total amount due it under this section. The proceeds of the sale shall be retained by the management, but any unclaimed amount thus retained over and above the amount to which the management is entitled under this section shall be deemed abandoned property and shall be paid into the treasury of the county in which the sale took place within 30 days of the date of the sale. The former homeowner or any other owner may claim any or all of that unclaimed amount within one year from the date of payment to the county by making application to the county treasurer or other official designated by the county. If the county pays any or all of that unclaimed amount to a claimant, neither the county nor any officer or employee of the county is liable to any other claimant as to the amount paid.

(g) Within 30 days of the date of the sale, the management shall submit to the court an accounting of the moneys received from the sale and the disposition of the money and the items contained in the inventory submitted to the court pursuant to subdivision (e).

(h) The management shall provide the purchaser at the sale with a copy of the judgment of abandonment and evidence of the sale, as shall be specified by the State Department of Housing and Community Development or the Department of Motor Vehicles, which shall register title in the abandoned mobilehome to the purchaser upon presentation thereof. The sale shall pass title to the purchaser free of any prior interest, including any security interest or lien, except the lien provided for in Section 18116.1 of the Health and Safety Code, in the abandoned mobilehome.

Article 7. Transfer of Mobilehome or Mobilehome Park

798.70. A homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person, may advertise the sale or exchange of his or her mobilehome, or, if not prohibited by the terms of an agreement with the management, may advertise the rental of his or her mobilehome, by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. Any such person also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house," unless the park rules prohibit the display of an open house sign. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed 24 inches in width and 36 inches in height. Signs posted in front of a mobilehome pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets which provide information on the mobilehome for sale, exchange, or rent.

798.71. (a) (1) The management may not show or list for sale a manufactured home or mobilehome without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

(2) Management may require that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale. If management requires that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale, failure to comply with this requirement does not invalidate a transfer.

(b) The management shall prohibit neither the listing nor the sale of a manufactured home or mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other than the management.

(c) The management shall not require the selling homeowner, or an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, to authorize the management or any other specified broker, dealer, or person to act as the agent in the sale of a manufactured home or mobilehome as a condition of resale of the home in the park or of management's approval of the buyer or prospective homeowner for residency in the park.

(d) Nothing in this section shall be construed as affecting the provisions of the Health and Safety Code governing the licensing of manufactured home or mobilehome salespersons or dealers.

798.72. (a) The management shall not charge a homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person a transfer or selling fee as a condition of a sale of his mobilehome within a park unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale

unless so requested, in writing, by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person.

(b) The management shall not charge a prospective homeowner or his or her agent, upon purchase of a mobilehome, a fee as a condition of approval for residency in a park unless the management performs a specific service in the sale. The management shall not impose a fee, other than for a credit check in accordance with subdivision (b) of Section 798.74, for an interview of a prospective homeowner.

798.73. The management may not require the removal of a mobilehome from the park in the event of its sale to a third party during the term of the homeowner's rental agreement or in the 60 days following the initial notice required by paragraph (1) of subdivision (b) of Section 798.55. However, in the event of a sale to a third party, in order to upgrade the quality of the park, the management may require that a mobilehome be removed from the park where:

(a) It is not a "mobilehome" within the meaning of Section 798.3.

(b) It is more than 20 years old, or more than 25 years old if manufactured after September 15, 1971, and is 20 feet wide or more, and the mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(c) The mobilehome is more than 17 years old, or more than 25 years old if manufactured after September 15, 1971, and is less than 20 feet wide, and the mobilehome does not comply with the construction and safety standards under Sections 18550, 18552, and 18605 of the Health and Safety Code and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(d) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and to the public, exclusive of its age. The management shall use reasonable discretion in determining the general condition of the mobilehome and its accessory structures. The management shall bear the burden of demonstrating that the mobilehome is in a significantly rundown condition or in disrepair. The management of the park may not require repairs or improvements to the park space or property owned by the management, except for damage caused by the actions or negligence of the homeowner or an agent of the homeowner.

798.73.5 (a) In the case of a sale or transfer of a mobilehome that will remain in the park, the management may only require repairs or improvements to the mobilehome, its appurtenances, or an accessory structure that meet all of the following conditions:

(1) Except as provided by Section 798.83, the repair or improvement is to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

(2) The repair or improvement is based upon or is required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation of the mobilehome park that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes.

(3) The repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

(b) The management, in the case of sale or transfer of a mobilehome that will remain in the park, shall provide a homeowner with a written summary of repairs or improvements that management requires to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management no later than 10 business days following the receipt of a request for this information, as part of the notice required by Section 798.59. This summary shall include specific references to park rules and regulations, local ordinances, and state statutes and regulations relating to mobilehomes upon which the request for repair or improvement is based.

(c) The provisions of this section enacted at the 1999-2000 Regular Session of the Legislature are declarative of existing law as they pertain to allowing park management to enforce park rules and regulations; these provisions specifically limit repairs and improvements that can be required of a homeowner by park management at the time of sale or transfer to the same repairs and improvements that can be required during any other time of a residency.

798.74. (a) The management may require the right of prior approval of a purchaser of a mobilehome that will remain in the park and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the park unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the park. In determining whether the purchaser has the financial ability to pay the rent and charges of the park, the management shall not require the purchaser to submit copies of any personal income tax returns in order to obtain approval for residency in the park. However, management may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support.

Upon request of any prospective homeowner who proposes to purchase a mobilehome that will remain in the park, management shall inform that person of the information management will require in order to determine if the person will be acceptable as a homeowner in the park.

Within 15 business days of receiving all of the information requested from the prospective homeowner, the management shall notify the seller and the prospective homeowner, in writing, of either acceptance or rejection of the application, and the reason if rejected. During this 15-day period the prospective homeowner shall comply with the management's request, if any, for a personal interview. If the approval of a prospective homeowner is withheld for any reason other than those stated in this article, the management or owner may be held liable for all damages proximately resulting therefrom.

(b) If the management collects a fee or charge from a prospective purchaser of a mobilehome in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that mobilehome purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the date of rejection. If the prospective purchaser is approved by the management, but, for whatever reason, the prospective purchaser elects not to purchase the mobilehome, the management may retain the fee, or a portion thereof, to defray its administrative costs under this section.

798.74.4. The transfer or sale of a manufactured home or mobilehome in a mobilehome park is subject to the transfer disclosure requirements and provisions set forth in Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of the Civil Code. The requirements include, but are not limited to, the use of the Manufactured Home and Mobilehome Transfer Disclosure Statement set forth in Section 1102.6d of the Civil Code.

798.74.5 (a) Within two business days of receiving a request from a prospective homeowner for an application for residency for a

specific space within a mobilehome park, if the management has been advised that the mobilehome occupying that space is for sale, the management shall give the prospective homeowner a separate document in at least 12-point type entitled "INFORMATION FOR PROSPECTIVE HOMEOWNERS," which includes the following statements:

"As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information. Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park. If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be $____ (must be completed by the management) for space number ____ (must be completed by the management). Additional information regarding future rent or fee increases may also be provided. In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

_____

_____

(Management shall describe the fee or charge and a good faith estimate of each fee or charge.)

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located. A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75) If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74) We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: _____

Signature of Park Manager: _____

Acknowledge Receipt by Prospective Homeowner:

_____

(b) Management shall provide a prospective homeowner, upon his or her request, with a copy of the rules and regulations of the park and with a copy of this chapter.

(c) This section shall become operative on October 1, 2004.

798.75. (a) An escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a copy of either a fully executed rental agreement or a statement signed by the park's management and the prospective homeowner that the parties have agreed to the terms and conditions of a rental agreement.

(b) In the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy.

(c) In the event that an occupant of a mobilehome has no rights of tenancy and is not otherwise entitled to occupy the mobilehome pursuant to this chapter, the occupant is considered an unlawful occupant if, after a demand is made for the surrender of the mobilehome park site, for a period of five days, the occupant refuses to surrender the site to the mobilehome park management. In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure.

(d) The occupant of the mobilehome shall not be considered an unlawful occupant and shall not be subject to the provisions of subdivision (c) if all of the following conditions are present:

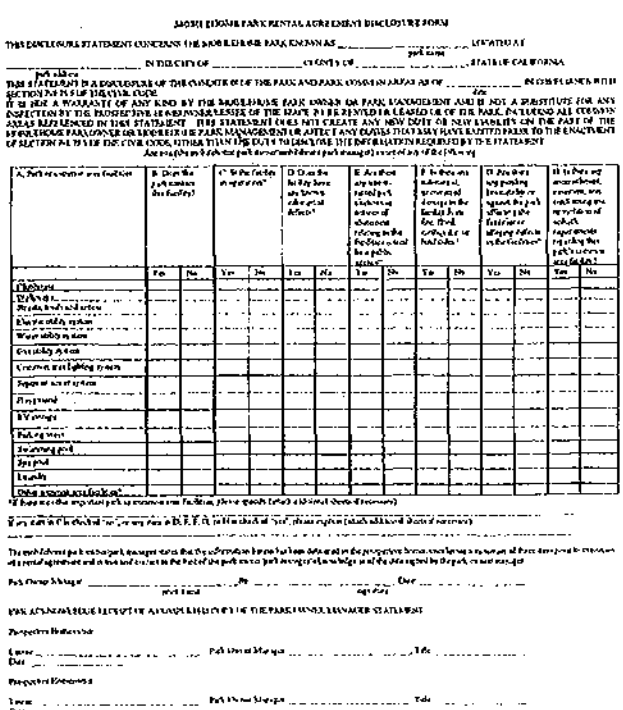
(1) The occupant is the registered owner of the mobilehome.

(2) The management has determined that the occupant has the financial ability to pay the rent and charges of the park; will comply with the rules and regulations of the park, based on the occupant's prior tenancies; and will comply with this article.

(3) The management failed or refused to offer the occupant a rental agreement.

798.75.5. (a) The management shall provide a prospective homeowner with a completed written disclosure form concerning the park described in subdivision (b) at least three days prior to execution of a rental agreement or statement signed by the park management and the prospective homeowner that the parties have agreed to the terms and conditions of the rental agreement. The management shall update the information on the disclosure form annually, or, in the event of a material change in the condition of the mobilehome park, at the time of the material change in that condition.

(b) The written disclosure form shall read as follows:



MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE FORM

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS _____ (park name) LOCATED AT _____ (park address) IN THE CITY OF _____ COUNTY OF _____ STATE OF CALIFORNIA

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF _____ (date) IN COMPLIANCE WITH SECTION 798.75 OF THE CIVIL CODE.

IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER. ISSUES OF THE DATE TO BE INVOLVED IN LEASED LAND OF THE PARK, INCLUDED ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MEMBER OF THE PARK MANAGEMENT OR AFFECT ANY DUTIES THAT ANY HAVE RESULTED PRIOR TO THE ENACTMENT OF SECTION 798.75 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are any of your park facilities available for use by the park owner or park management?

A. Park facilities and facilities	B. Does the park maintain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any non-structural defects relating to the health or safety of residents?		F. Is there any substantial, structural damage to the facility due to fire, flood, earthquake or landslide?		G. Are there any pending lawsuits or claims against the park which are related to the facility?		H. Is there any structural, electrical, mechanical, plumbing or other major maintenance or repair of which the park owner is aware?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Clubhouse														
Pool														
Wading pool and spa														
Playground/play equipment														
Tennis/basketball courts														
Shuffleboard/game														
Laundry facilities														
Common area lighting system														
Sprinkler system														
Fencing														
Walkways														
Parking														
Swimming pool														
Spa/pool														
Beach														
Other amenities and facilities*														

*If there are other amenities and facilities, please specify (attach additional sheets if necessary)

If any of the checked facilities are being used as R.V.P.A. facilities, please specify (attach additional sheets if necessary)

The above park facilities and park management states that the information herein has been determined to the prospective homeowner, and that to the best of the park owner's and park management's knowledge and belief the information by the park owner and park management.

Park Owner Signature _____ By _____ (print name) Date _____ (signature)

PARK ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT

Prospective Homeowner

Name _____ Park Owner Signature _____ Title _____
Date _____

Prospective Homeowner

Name _____ Park Owner Signature _____ Title _____
Date _____

798.76. The management may require that a prospective purchaser comply with any rule or regulation limiting residency based on age requirements for housing for older persons, provided that the rule or regulation complies with the federal Fair Housing Act, as amended by Public Law 104-76, and implementing regulations.

798.77. No rental or sale agreement shall contain a provision by which the purchaser or homeowner waives his or her rights under this chapter. Any such waiver shall be deemed contrary to public policy and shall be void and unenforceable.

798.78. (a) An heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death shall have the right to sell the mobilehome to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the mobilehome and its premises which have arisen since the death of the homeowner have been satisfied as they have accrued pursuant to the rental agreement in effect at the time of the death of the homeowner up until the date the mobilehome is resold.

(b) In the event that the heir, joint tenant, or personal representative of the estate does not satisfy the requirements of subdivision (a) with respect to the satisfaction of the homeowner's and liabilities to the management which accrue pursuant to the rental agreement in effect at the time of the death of the homeowner, the management shall have the right to require the removal of the mobilehome from the park.

(c) Prior to the sale of a mobilehome by an heir, joint tenant, or personal representative of the estate, that individual may replace the existing mobilehome with another mobilehome, either new or used, or repair the existing mobilehome so that the mobilehome to be sold complies with health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder. In the event the mobilehome is to be replaced, the replacement mobilehome shall also meet current standards of the park as contained in the park's most recent written requirements issued to prospective homeowners.

(d) In the event the heir, joint tenant, or personal representative of the estate desires to establish a tenancy in the park, that individual shall comply with those provisions of this article which identify the requirements for a prospective purchaser of a mobilehome that remains in the park.

798.79. (a) Any legal owner or junior lienholder who forecloses on his or her security interest in a mobilehome located in a mobilehome park shall have the right to sell the mobilehome within the park to a third party in accordance with this article, but only if all of the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of a mobilehome and its premises are satisfied by the foreclosing creditor as they accrue through the date the mobilehome is resold.

(b) In the event the legal owner or junior lienholder has received from the management a copy of the notice of termination of tenancy for nonpayment of rent or other charges, the foreclosing creditor's right to sell the mobilehome within the park to a third party shall also be governed by Section 798.56a.

798.80. (a) Not less than 30 days nor more than one year prior to an owner of a mobilehome park entering into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offering to sell the park to any party, the owner shall provide written notice of his or her intention to sell the mobilehome park by first-class mail or by personal delivery to the president, secretary, and treasurer of any resident organization formed by homeowners in the mobilehome park as a nonprofit corporation, pursuant to Section 23701v of the Revenue and Taxation Code, stock cooperative corporation, or other entity for purposes of converting the mobilehome park to condominium or stock cooperative ownership interests and for purchasing the mobilehome park from the management of the mobilehome park. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.

(b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:

(1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.

(2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.

(3) The resident organization has furnished the park owner or park manager a written notice, within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

(c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although a violation shall subject the seller to civil action pursuant to Article 8 (commencing with Section 798.84) by homeowner residents of the park or the resident organization.

(d) Nothing in this section affects the ability of a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, to collect a commission pursuant to an executed contract between the broker and the mobilehome park owner.

(e) Subdivision (a) does not apply to any of the following:

(1) Any sale or other transfer by a park owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.

(2) Any transfer by gift, devise, or operation of law.

(3) Any transfer by a corporation to an affiliate. As used in this paragraph, "affiliate" means any shareholder of the transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.

(4) Any transfer by a partnership to any of its partners.

(5) Any conveyance resulting from the judicial or nonjudicial foreclosure of a mortgage or deed of trust encumbering a mobilehome park or any deed given in lieu of such a foreclosure.

(6) Any sale or transfer between or among joint tenants or tenants in common owning a mobilehome park.

(7) The purchase of a mobilehome park by a governmental entity under its powers of eminent domain.

798.81. The management (1) shall not prohibit the listing or sale of a used mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent in the sale of a mobilehome as a condition of approval of the buyer or prospective homeowner for residency in the park.

798.82. The management, at the time of an application for residency, shall disclose in writing to any person who proposes to

purchase or install a manufactured home or mobilehome on a space, on which the construction of the pad or foundation system commenced after September 1, 1986, and no other manufactured home or mobilehome was previously located, installed, or occupied, that the manufactured home or mobilehome may be subject to a school facilities fee under Sections 53080 and 53080.4 of, and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of, the Government Code.

798.83. In the case of a sale or transfer of a mobilehome that will remain in the park, the management of the park shall not require repairs or improvements to the park space or property owned by the management, except for damage caused by the actions or negligence of the homeowner or an agent of the homeowner.

Article 8. Actions, Proceedings, and Penalties

798.84. (a) No action based upon the management's alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service may be commenced by a homeowner unless the management has been given at least 30 days' prior notice of the intention to commence the action.

(b) The notice shall be in writing, signed by the homeowner or homeowners making the allegations, and shall notify the management of the basis of the claim, the specific allegations, and the remedies requested. A notice by one homeowner shall be deemed to be sufficient notice of the specific allegation to the management of the park by all of the homeowners in the park.

(c) The notice may be served in the manner prescribed in Chapter 5 (commencing with Section 1010) of Title 14 of Part 2 of the Code of Civil Procedure.

(d) For purposes of this section, management shall be deemed to be notified of an alleged failure to maintain the physical improvements in the common facilities in good working order or condition or of an alleged reduction of services upon substantial compliance by the homeowner or homeowners with the provisions of subdivisions (b) and (c), or when management has been notified of the alleged failure to maintain or the alleged reduction of services by a state or local agency.

(e) If the notice is served within 30 days of the expiration of the applicable statute of limitations, the time for the commencement of the action shall be extended 30 days from the service of the notice.

(f) This section does not apply to actions for personal injury or wrongful death.

798.85. In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

798.86. (a) If a homeowner or former homeowner of a park is the prevailing party in a civil action, including a small claims court action, against the management to enforce his or her rights under this chapter, the homeowner, in addition to damages afforded by law, may, in the discretion of the court, be awarded an amount not to exceed two thousand dollars ($2,000) for each willful violation of this chapter by the management.

(b) A homeowner or former homeowner of a park who is the prevailing party in a civil action against management to enforce his or her rights under this chapter may be awarded either punitive damages pursuant to Section 3294 of the Civil Code or the statutory penalty provided by subdivision (a).

798.87. (a) The substantial failure of the management to provide and maintain physical improvements in the common facilities in good working order and condition shall be deemed a public nuisance. Notwithstanding Section 3491, this nuisance may only be remedied by a civil action or abatement.

(b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding Section 3491, this nuisance may only be remedied by a civil action or abatement.

(c) A civil action pursuant to this section may be brought by a park resident, the park management, or in the name of the people of the State of California, by any of the following:

(1) The district attorney or the county counsel of the jurisdiction in which the park, or the greater portion of the park, is located.

(2) The city attorney or city prosecutor if the park is located within the jurisdiction of the city.

(3) The Attorney General.

798.88. (a) In addition to any right under Article 6 (commencing with Section 798.55) to terminate the tenancy of a homeowner, any person in violation of a reasonable rule or regulation of a mobilehome park may be enjoined from the violation as provided in this section.

(b) A petition for an order enjoining a continuing or recurring violation of any reasonable rule or regulation of a mobilehome park may be filed by the management thereof with the superior court for the county in which the mobilehome park is located. At the time of filing the petition, the petitioner may obtain a temporary restraining order in accordance with subdivision (a) of Section 527 of the Code of Civil Procedure. A temporary order restraining the violation may be granted, with notice, upon the petitioner's affidavit showing to the satisfaction of the court reasonable proof of a continuing or recurring violation of a rule or regulation of the mobilehome park by the named homeowner or resident and that great or irreparable harm would result to the management or other homeowners or residents of the park from continuance or recurrence of the violation.

(c) A temporary restraining order granted pursuant to this subdivision shall be personally served upon the respondent homeowner or resident with the petition for injunction and notice of hearing thereon. The restraining order shall remain in effect for a period not to exceed 15 days, except as modified or sooner terminated by the court.

(d) Within 15 days of filing the petition for an injunction, a hearing shall be held thereon. If the court, by clear and convincing evidence, finds the existence of a continuing or recurring violation of a reasonable rule or regulation of the mobilehome park, the court shall issue an injunction prohibiting the violation. The duration of the injunction shall not exceed three years.

(e) However, not more than three months prior to the expiration of an injunction issued pursuant to this section, the management of the mobilehome park may petition under this section for a new injunction where there has been recurring or continuous violation of the injunction or there is a threat of future violation of the mobilehome park's rules upon termination of the injunction.

(f) Nothing shall preclude a party to an action under this section from appearing through legal counsel or in propria persona.

(g) The remedy provided by this section is nonexclusive and nothing in this section shall be construed to preclude or limit any rights the management of a mobilehome park may have to terminate a tenancy.

Article 9. Subdivisions, Cooperatives, and Condominiums

799. As used in this article:

(a) "Ownership or management" means the ownership or management of a subdivision, cooperative, or condominium for mobilehomes, or of a resident-owned mobilehome park.

(b) "Resident" means a person who maintains a residence in a subdivision, cooperative, or condominium for mobilehomes, or a resi-

dent-owned mobilehome park.

(c) "Resident-owned mobilehome park" means any entity other than a subdivision, cooperative, or condominium for mobilehomes, through which the residents have an ownership interest in the mobilehome park.

799.1. This article shall govern the rights of a resident who has an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park in which his or her mobilehome is located or installed. In a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, Articles 1 (commencing with Section 798) to 8 (commencing with Section 798.84), inclusive, shall apply only to a resident who does not have an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or the resident-owned mobilehome park, in which his or her mobilehome is located or installed.

799.1.5. A homeowner or resident, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome through the death of the resident of the mobilehome who was a resident at the time of his or her death, or the agent of any of those persons, may advertise the sale or exchange of his or her mobilehome or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her mobilehome by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. Any such person also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house," unless the park rules prohibit the display of an open house sign. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent. The sign face may not exceed 24 inches in width and 36 inches in height. Signs posted in front of a mobilehome pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. A homeowner or resident, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome through the death of the resident of the mobilehome who was a resident at the time of his or her death, or the agent of any of those persons, may attach to the sign or their mobilehome tubes or holders for leaflets that provide information on the mobilehome for sale, exchange, or rent.

799.2. The ownership or management shall not show or list for sale a mobilehome owned by a resident without first obtaining the resident's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

Nothing contained in this section shall be construed to affect the provisions of the Health and Safety Code governing the licensing of mobilehome salesmen.

799.2.5. Except as provided in subdivision (b), the ownership or management shall have no right of entry to a mobilehome without the prior written consent of the resident. The consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the rules and regulations of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park when the homeowner or resident fails to so maintain the premises, and protection of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

(b) The ownership or management may enter a mobilehome without the prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.

799.3. The ownership or management shall not require the removal of a mobilehome from a subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park in the event of its sale to a third party.

799.4. The ownership or management may require the right to prior approval of the purchaser of a mobilehome that will remain in the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park and that the selling resident, or his or her agent give notice of the sale to the ownership or management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the fees and charges of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park unless the ownership or management reasonably determines that, based on the purchaser's prior residences, he or she will not comply with the rules and regulations of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park.

799.5. The ownership or management may require that a purchaser of a mobilehome that will remain in the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park comply with any rule or regulation limiting residency based on age requirements for housing for older persons, provided that the rule or regulation complies with the provisions of the federal Fair Housing Act, as amended by Public Law 104-76, and implementing regulations.

799.6. No agreement shall contain any provision by which the purchaser waives his or her rights under the provisions of this article. Any such waiver shall be deemed contrary to public policy and void and unenforceable.

799.7. The ownership or management shall provide, by posting notice on the mobilehomes of all affected homeowners and residents, at least 72 hours' written advance notice of an interruption in utility service of more than two hours for the maintenance, repair, or replacement of facilities of utility systems over which the management has control within the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park, if the interruption is not due to an emergency. The ownership or management shall be liable only for actual damages sustained by a homeowner or resident for violation of this section.

"Emergency," for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the management's regular or planned maintenance, repair, or replacement of utility facilities.

799.8. The management, at the time of an application for residency, shall disclose in writing to any person who proposes to purchase or install a manufactured home or mobilehome on a space or lot, on which the construction of the pad or foundation system commenced after September 1, 1986, and no other manufactured home or mobilehome was previously located, installed, or occupied, that the manufactured home or mobilehome may be subject to a school facilities fee under Sections 53080 and 53080.4 of, and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of, the Government Code.

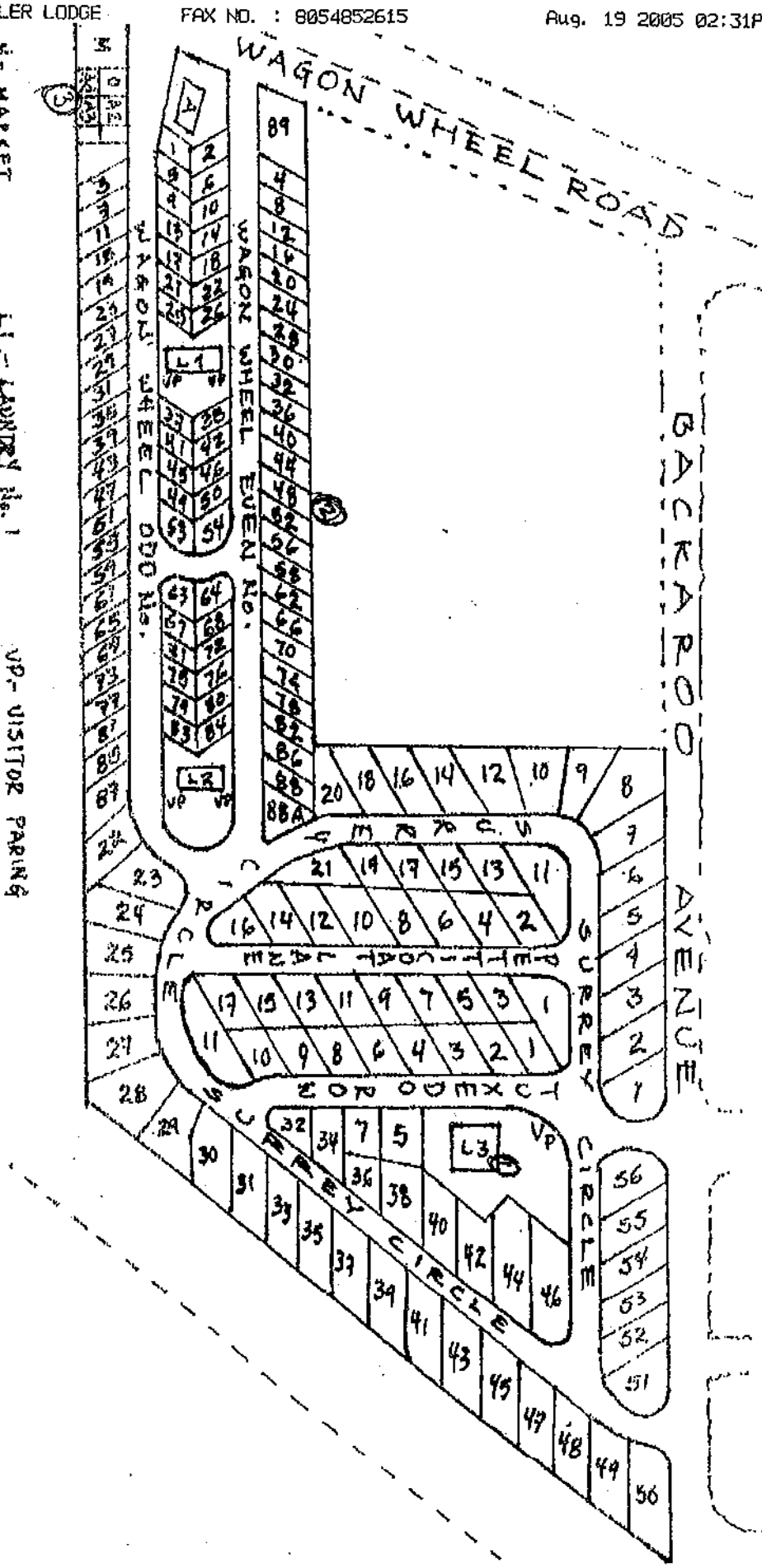
799.9. (a) A senior homeowner may share his or her mobilehome with any person 18 years of age or older if that person is providing live-in health care, live-in supportive care, or supervision to the homeowner pursuant to a written treatment plan prepared by a physician and surgeon. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in, and shall comply with the rules and regulations of, the subdivision, co-

operative, or condominium for mobilehomes, or resident-owned mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner or resident who is 55 years of age or older.

(b) A senior homeowner who resides in a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, that has implemented rules and regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 799.5, may share his or her mobilehome with any person 18 years of age or older if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision pursuant to a written treatment plan prepared by a physician and surgeon. A fee shall not be charged by management for that person. Unless otherwise agreed upon, the management shall not be required to manage, supervise, or provide for this person's care during his or her stay in the subdivision, cooperative or condominium for mobilehomes, or resident-owned mobilehome park. That person shall have no rights of tenancy in, and shall comply with the rules and regulations of, the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park. As used in this subdivision, "senior homeowner" means a homeowner or resident who is 55 years of age or older.

799.10. A resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the manufactured home or mobilehome subject to this article is located imposes a more restrictive period of time for the display of such a sign. In the event of a conflict between the provisions of this section and the provisions of Title 6 (commencing with Section 1350) of Part 4 of Division 2, relating to the size and display of political campaign signs, the provisions of this section shall prevail.

Exhibit 3
Site Plan of Park



M - MARKET
O - OFFICE
A2 - APT No. 2
A3 - APT. No. 3
A4 - APT. No 4

L1 - LAUNDRY No. 1
L2 - LAUNDRY No. 2
L3 - LAUNDRY No 3

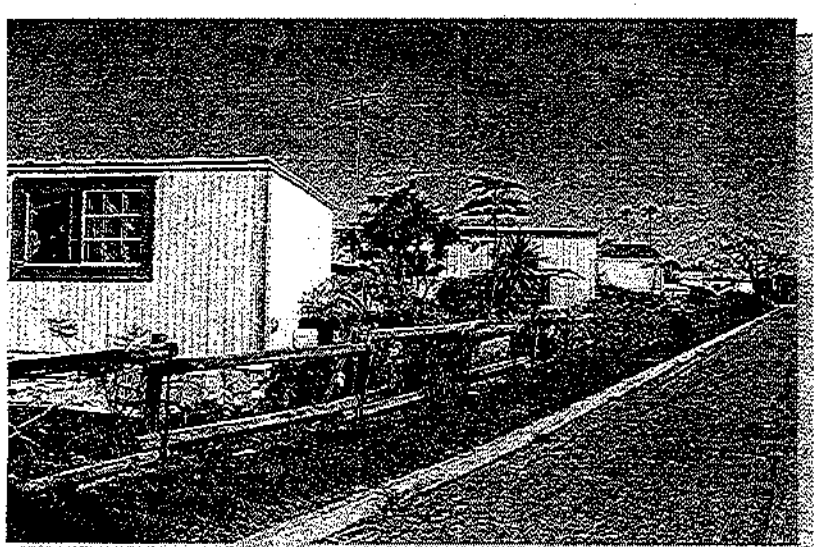
VP - VISITOR PARKING

Exhibit 4
Aerial Photo of Park

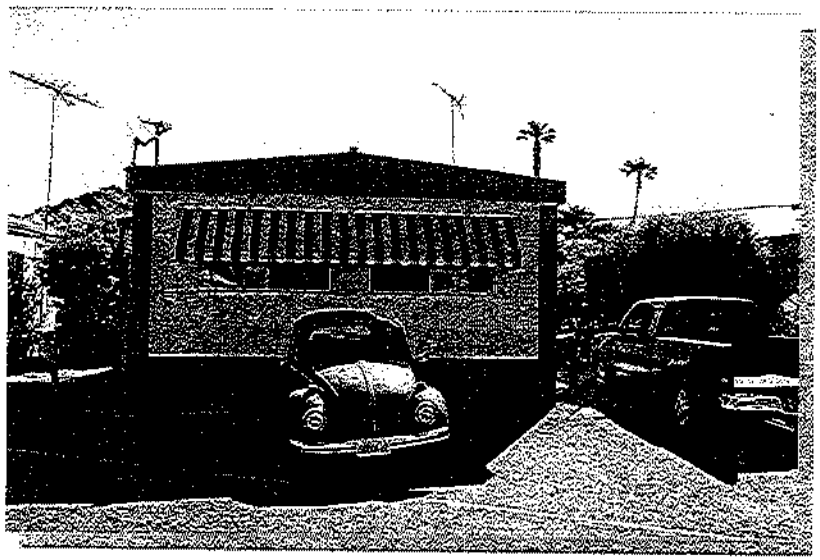
Google

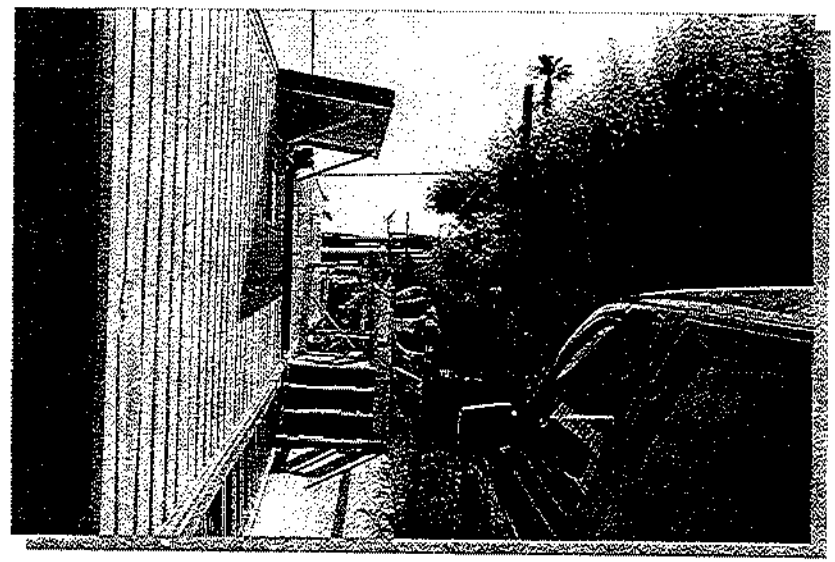
Exhibit 5
Photos of Affected Homes

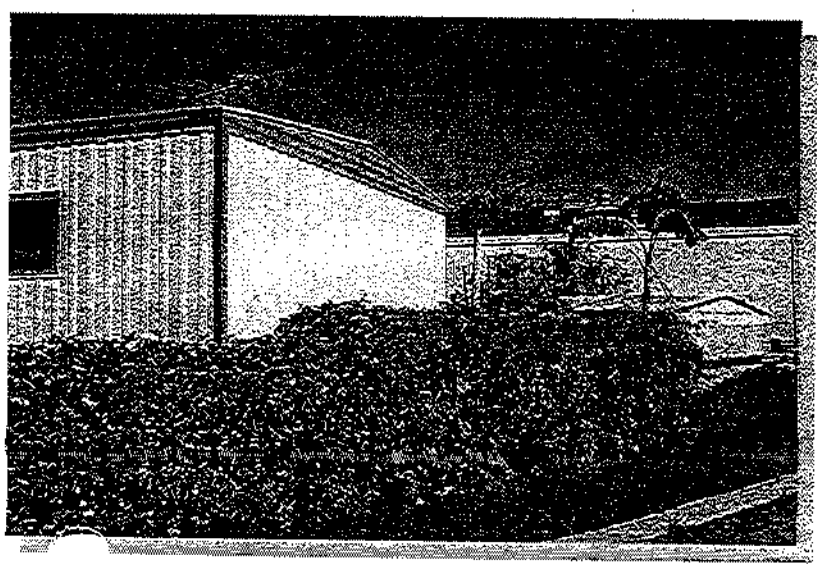
1 Surrey Circle

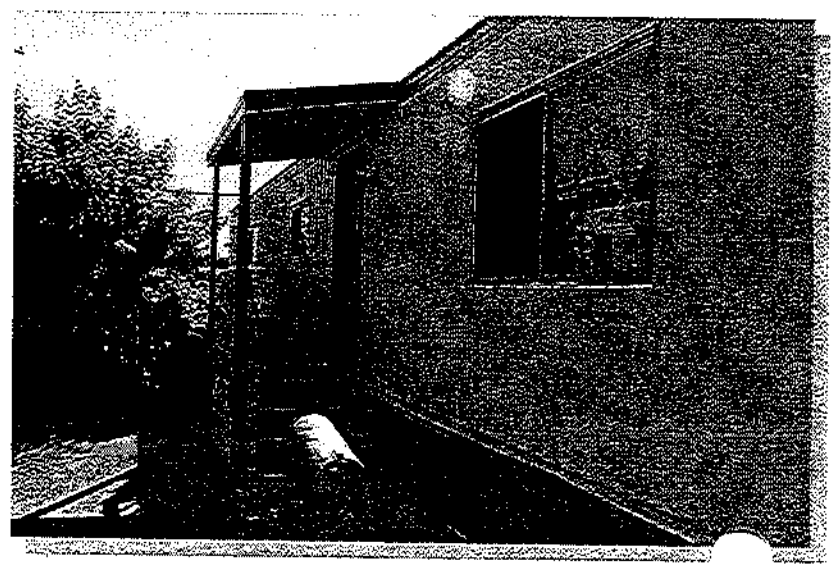


2 Surrey Circle









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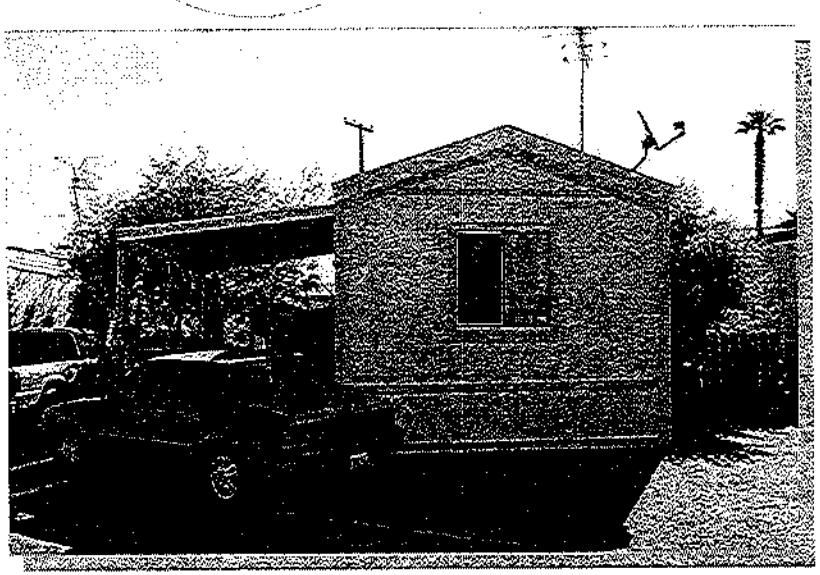

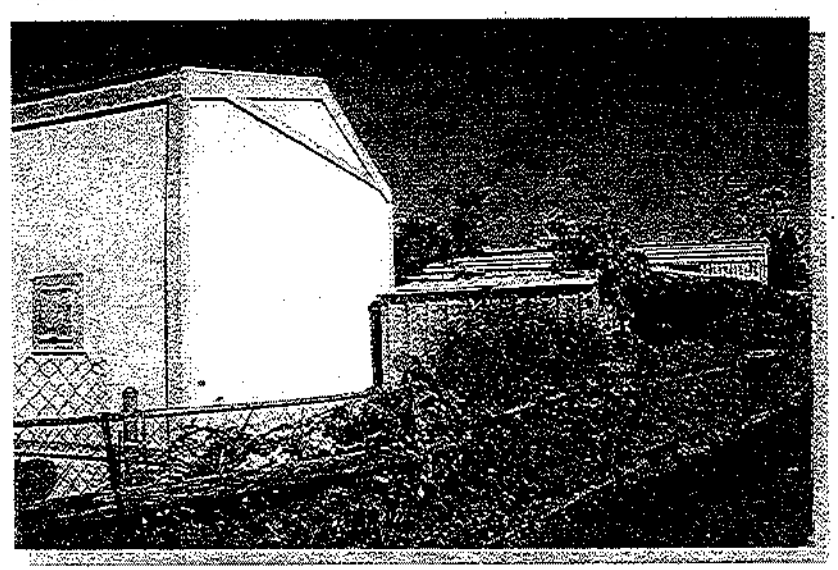

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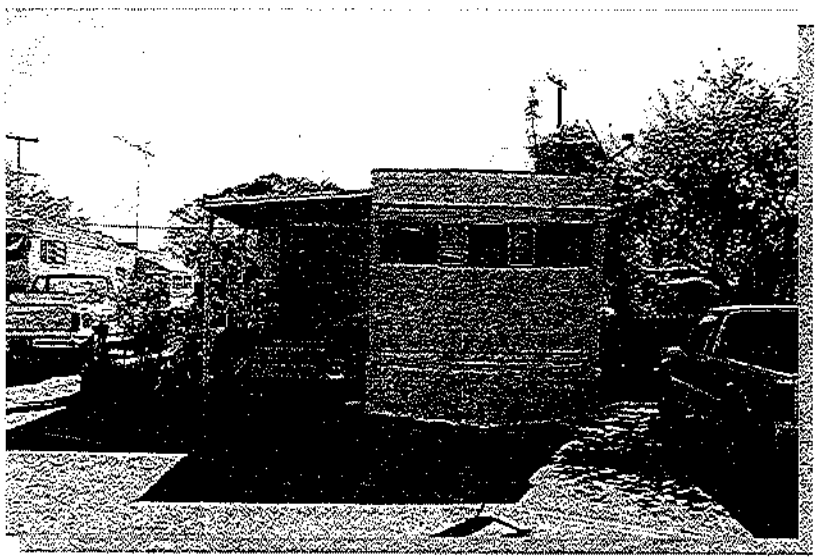

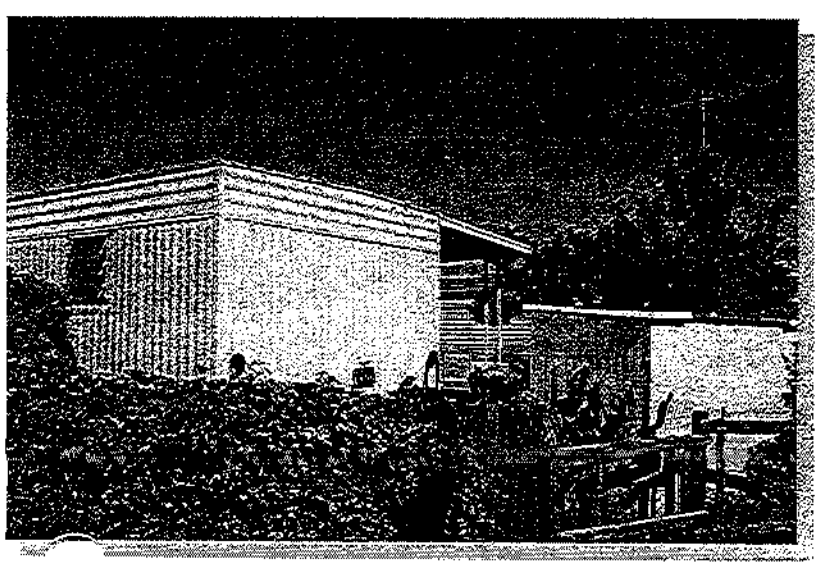

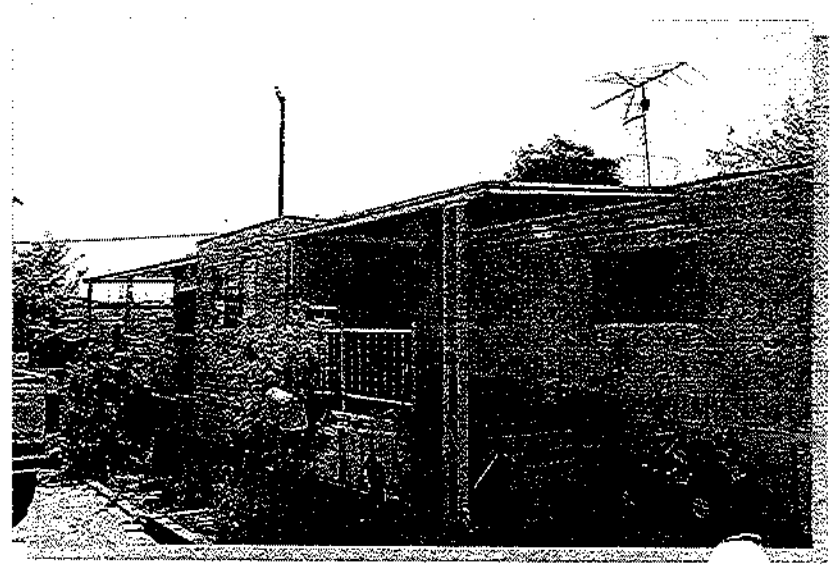

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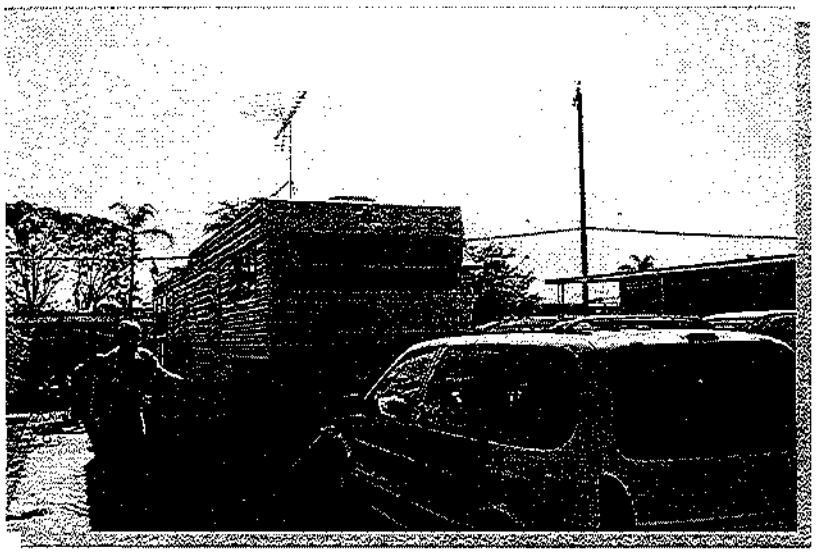

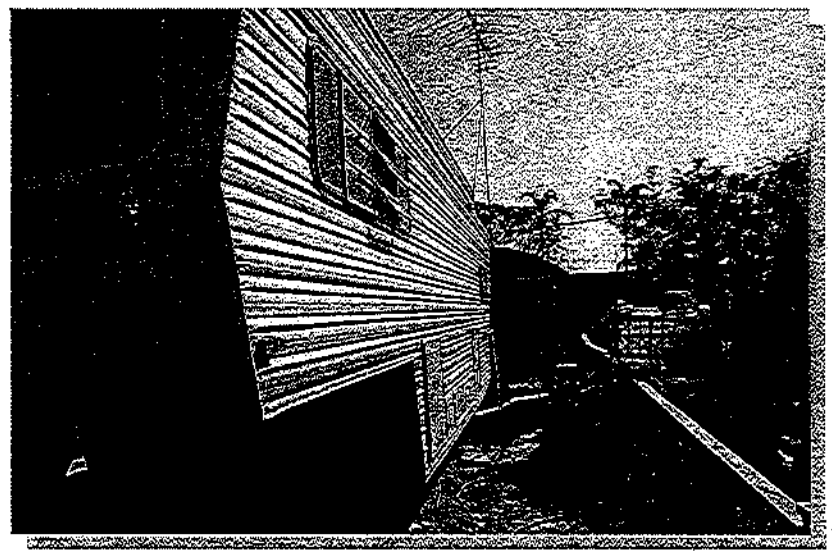

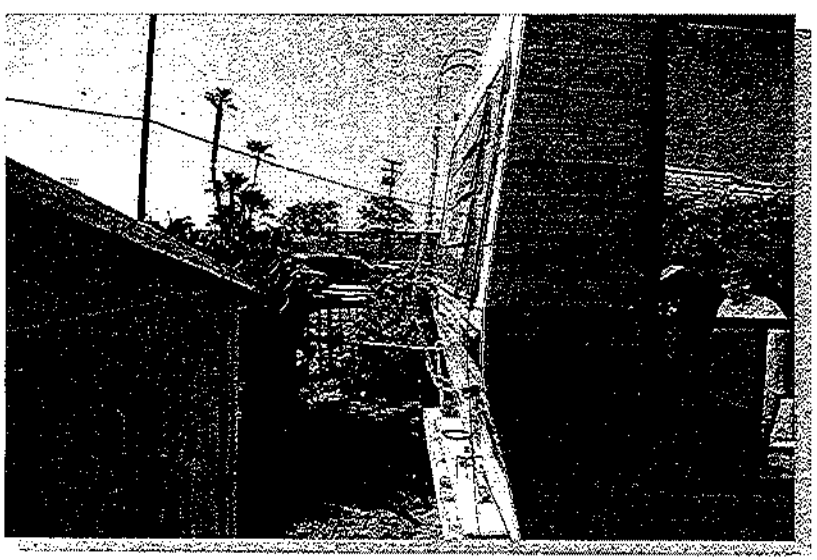

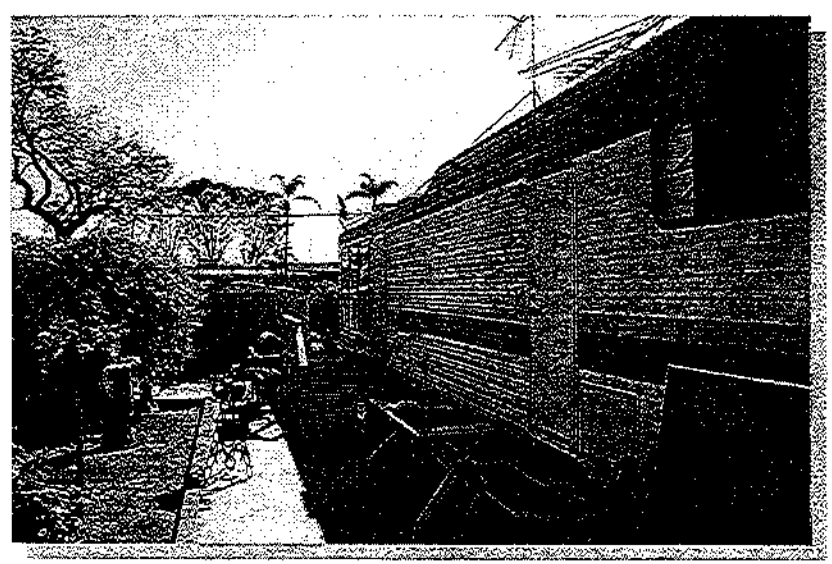

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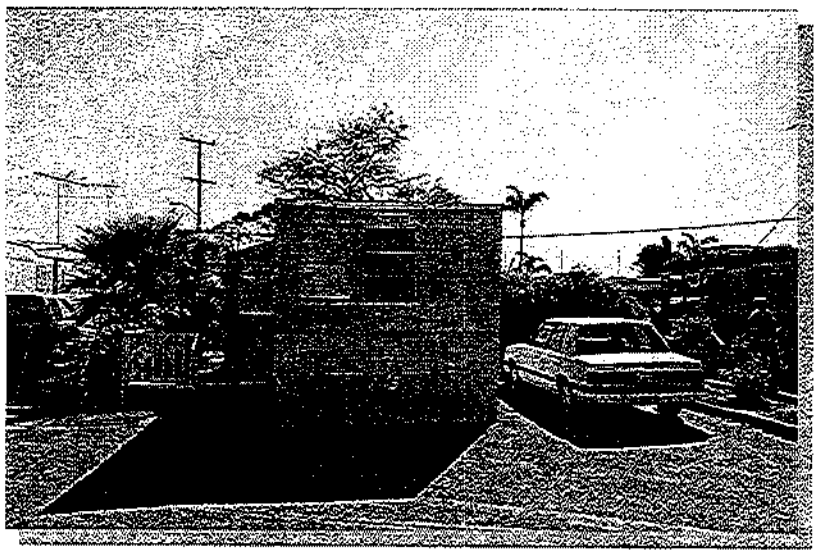

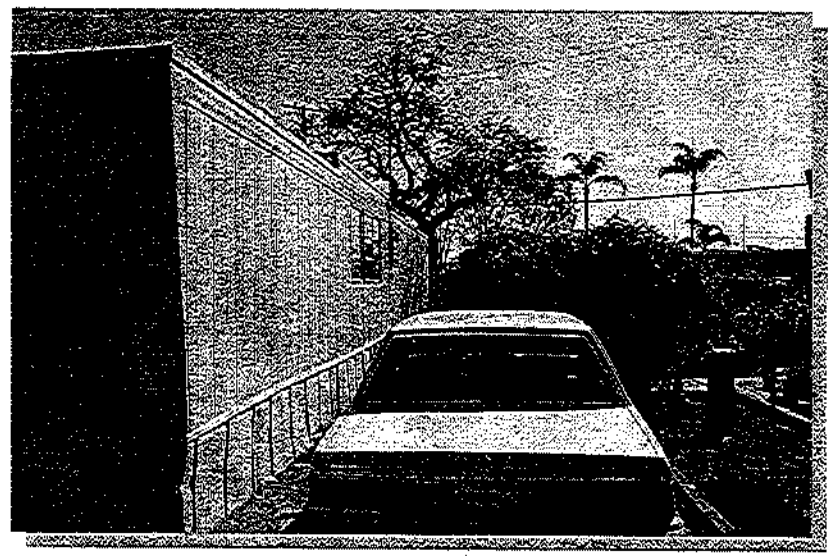

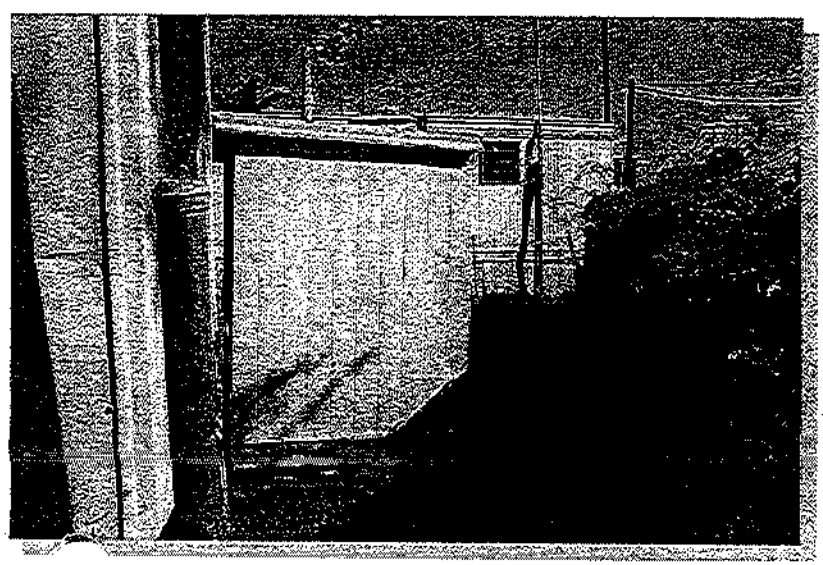

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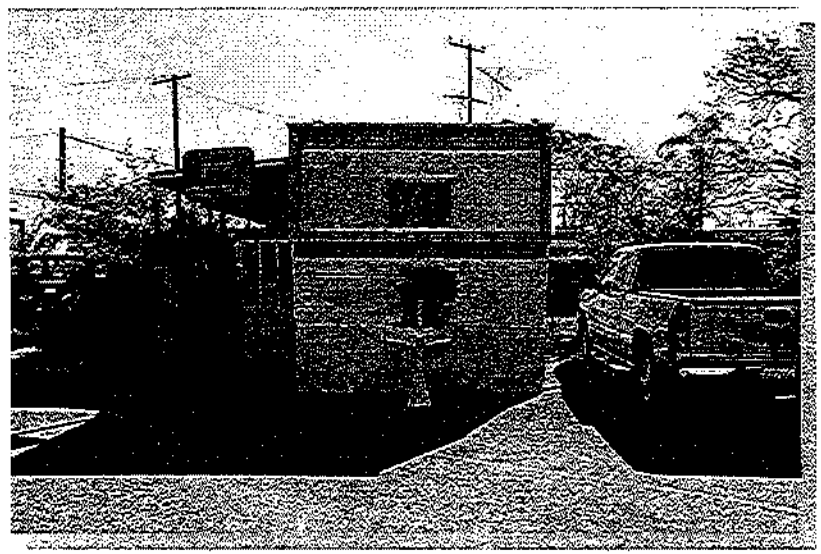

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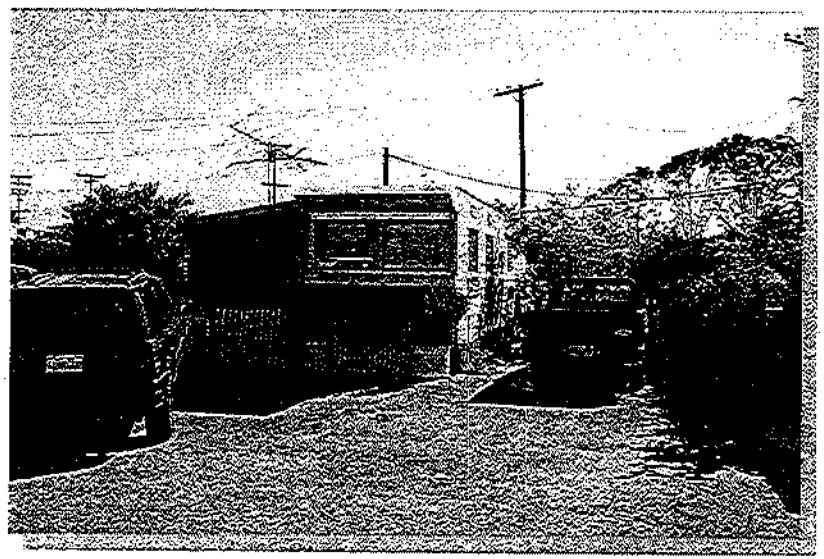
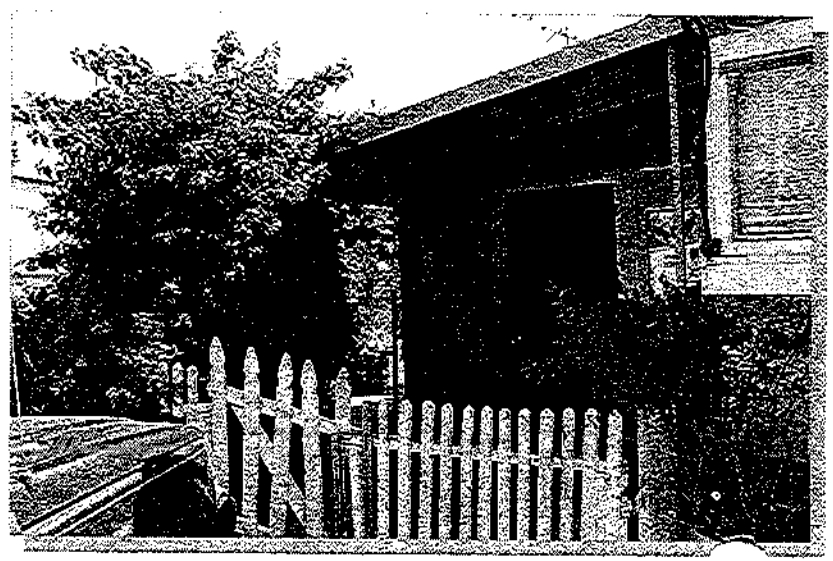
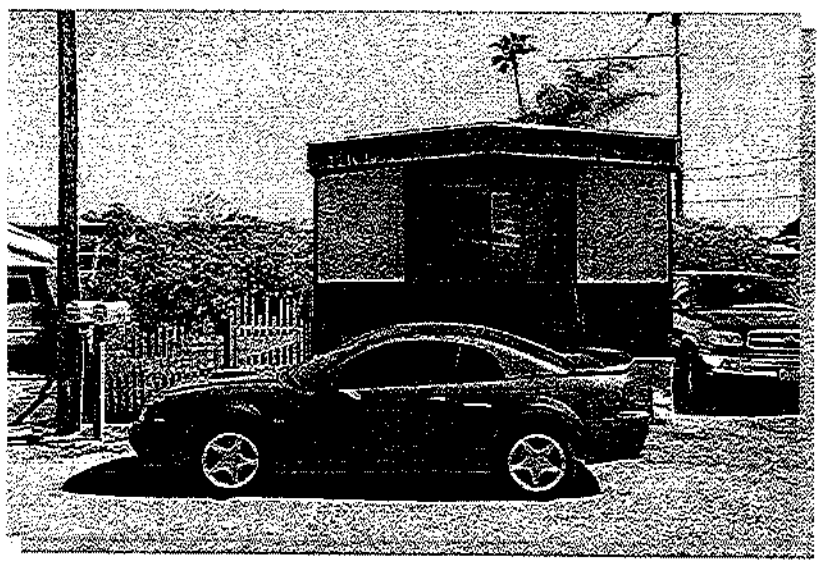
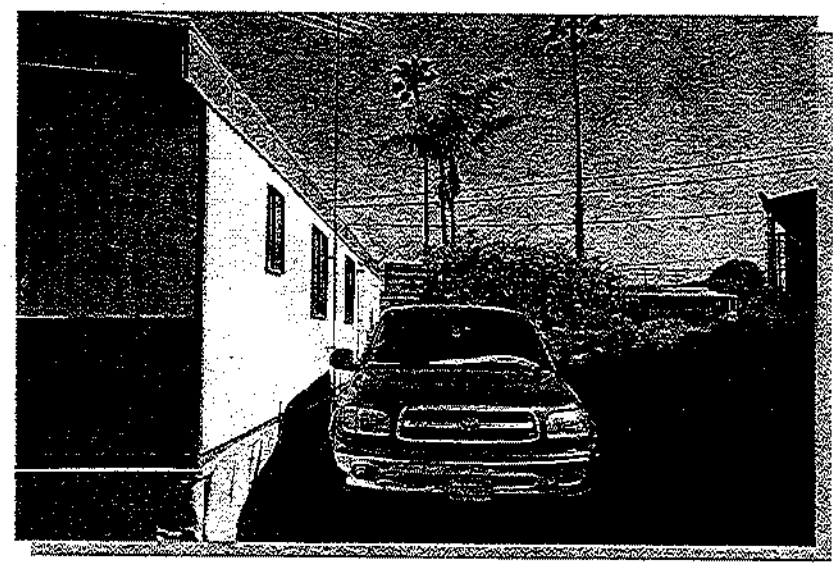


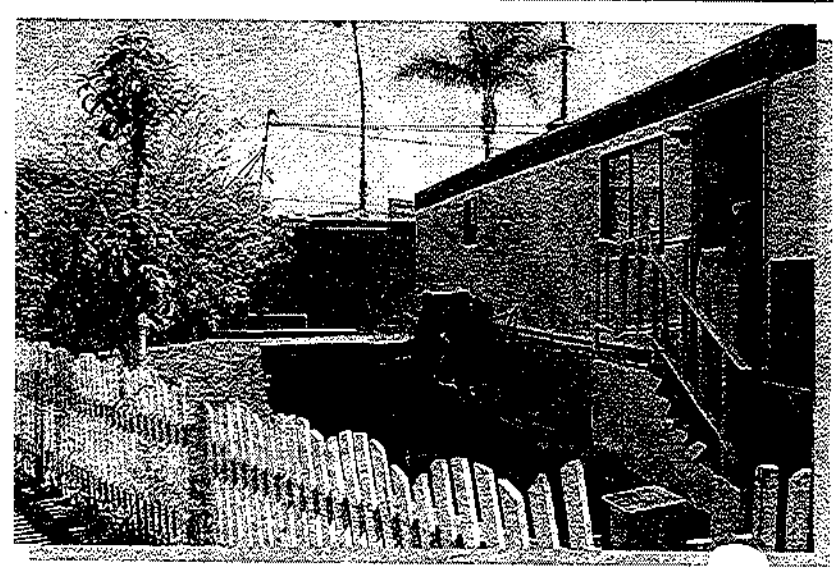


9 Surrey Circle

10 Surrey Circle







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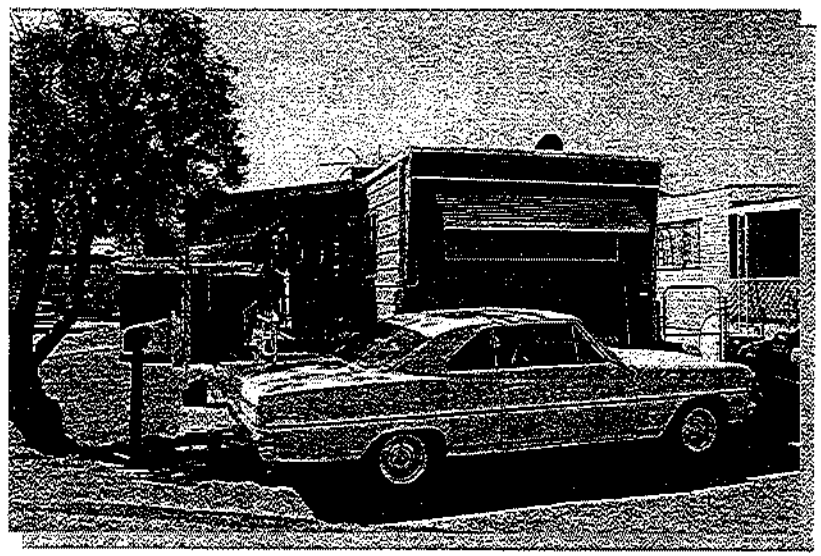

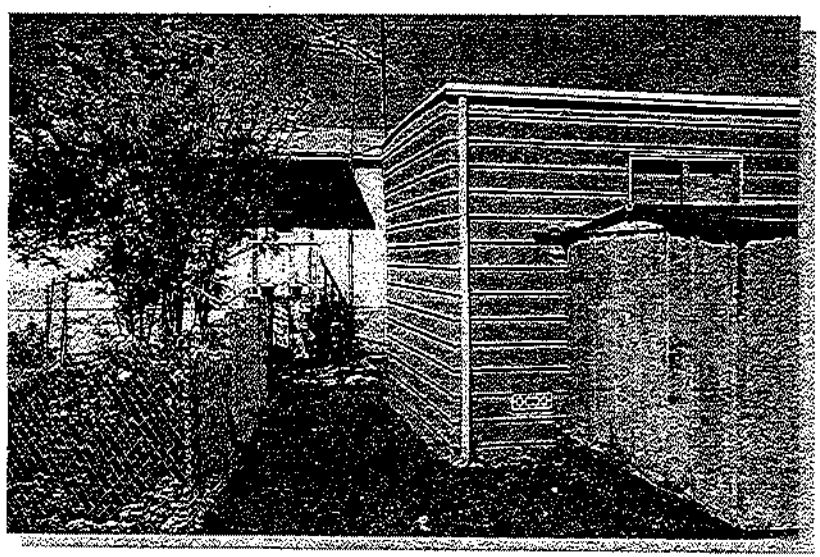

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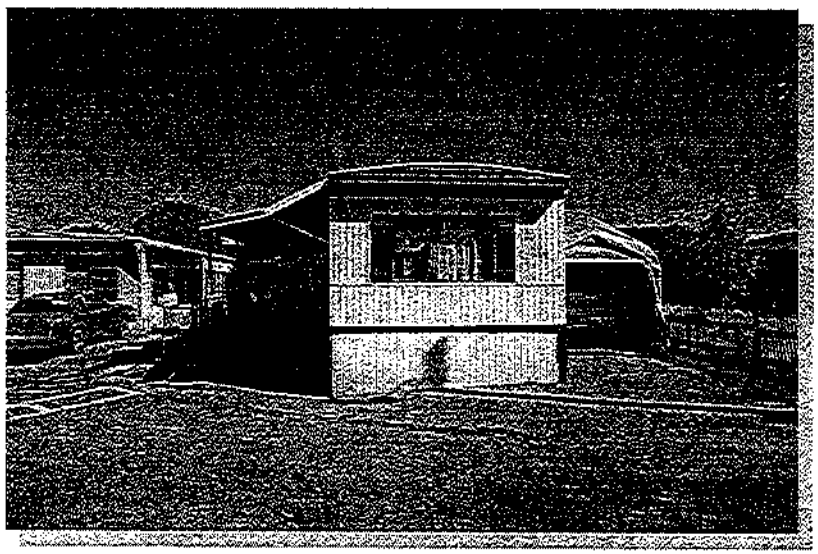

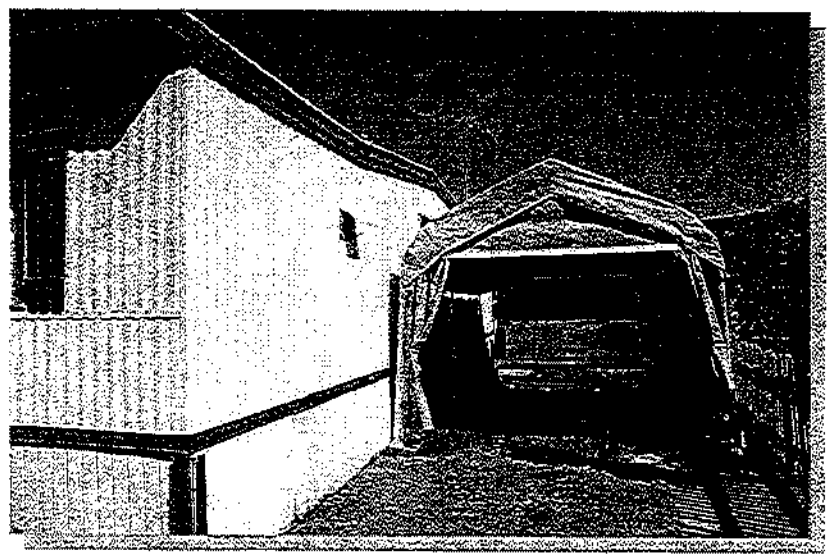

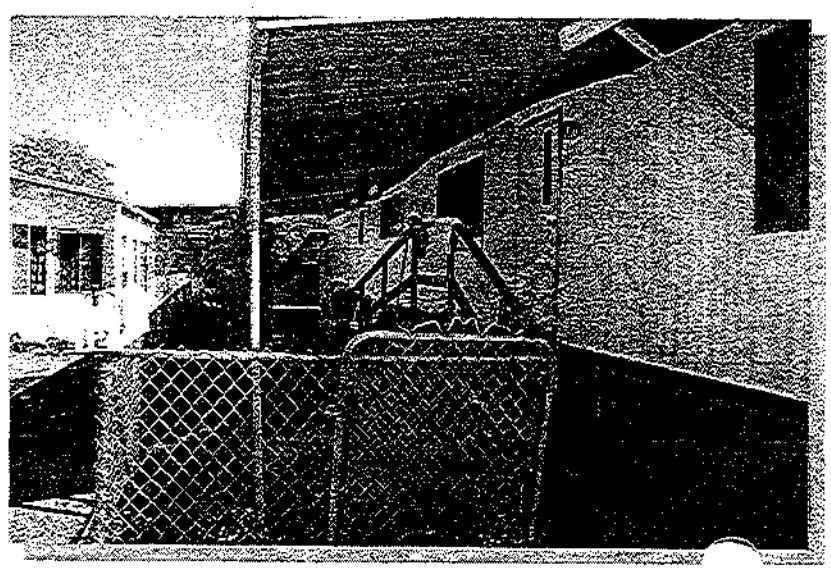

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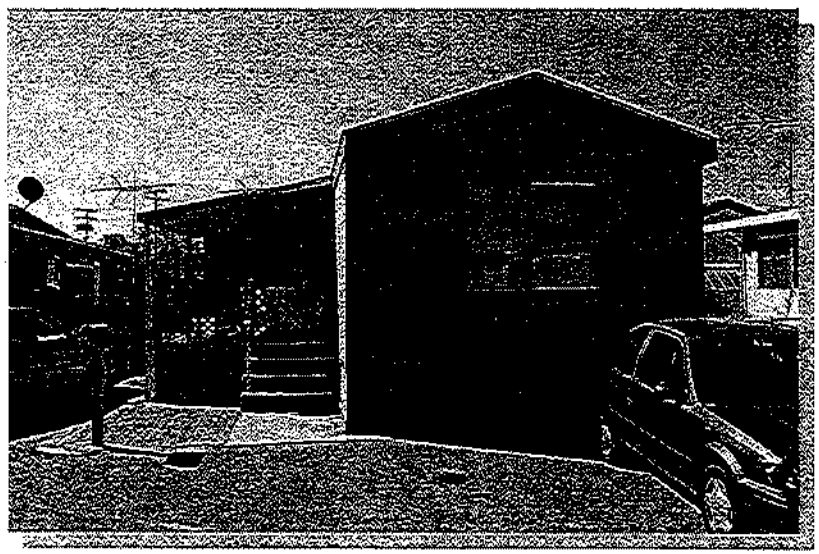

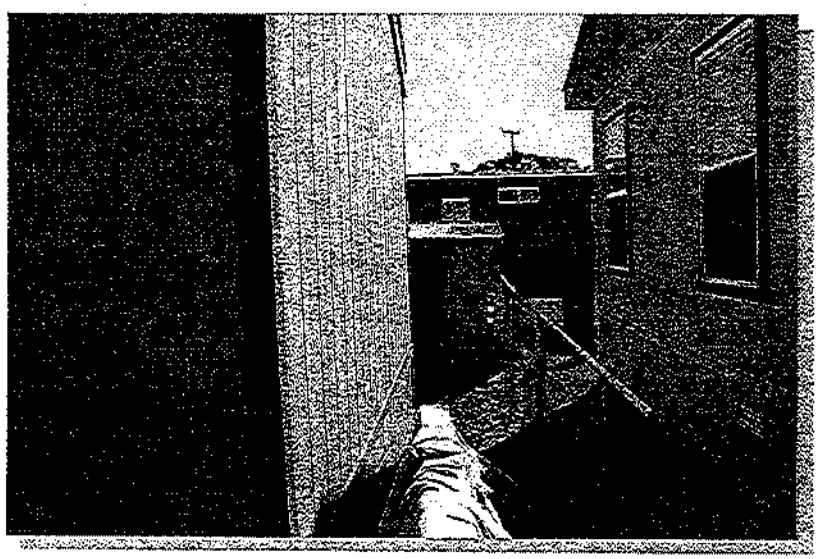

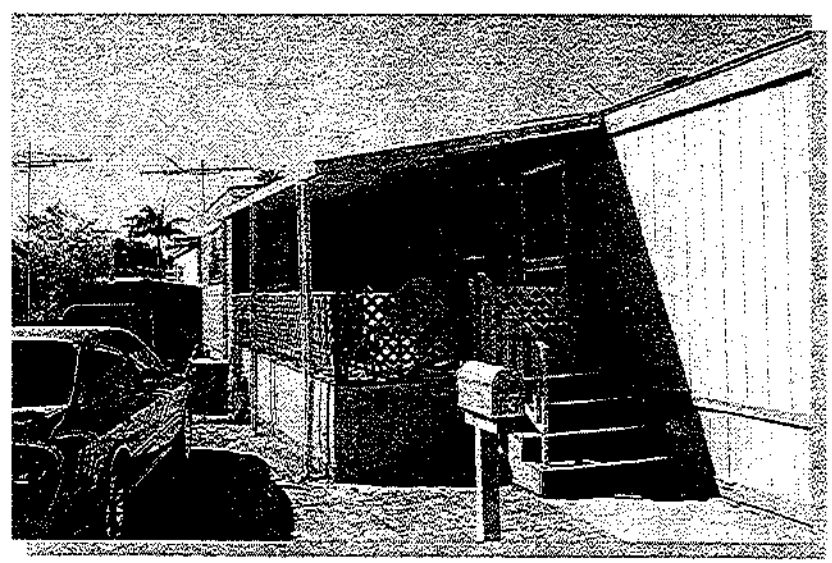

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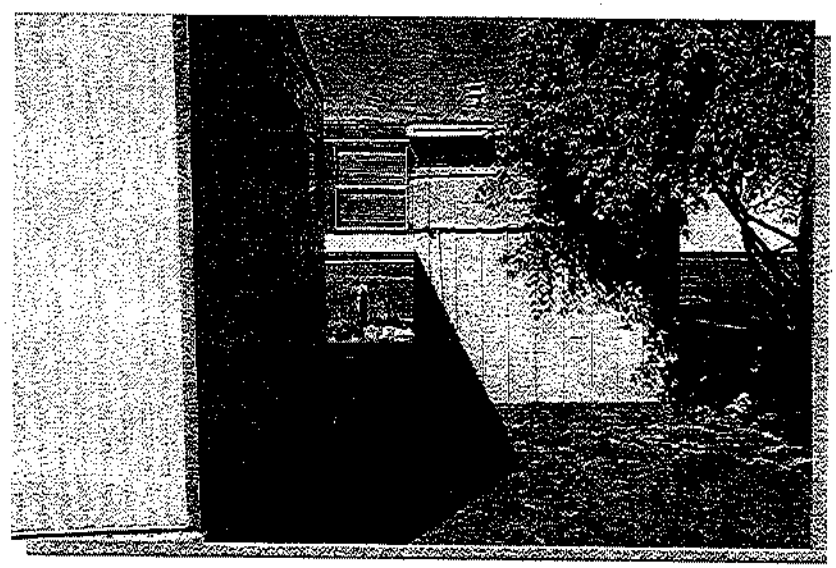

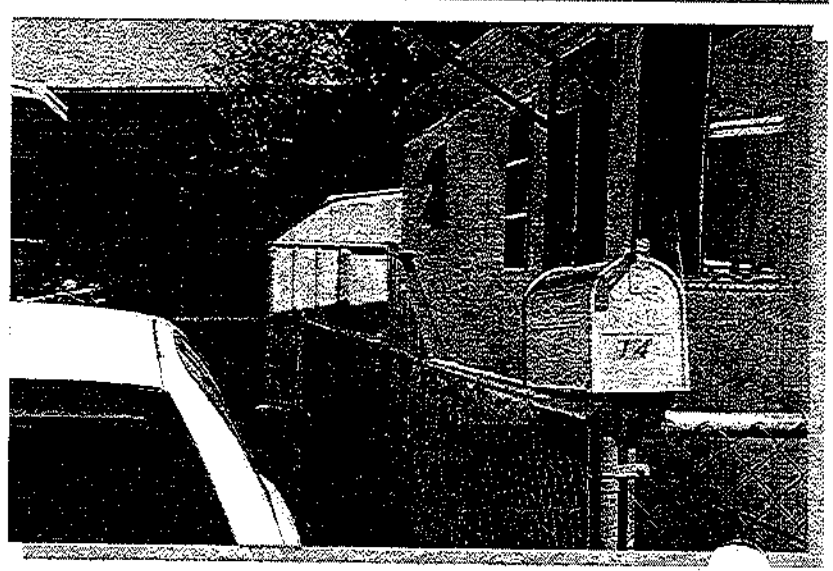

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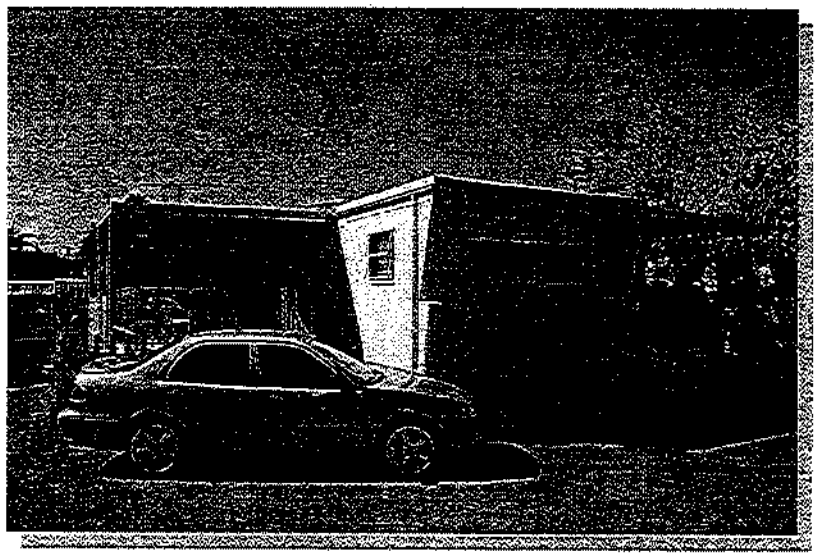

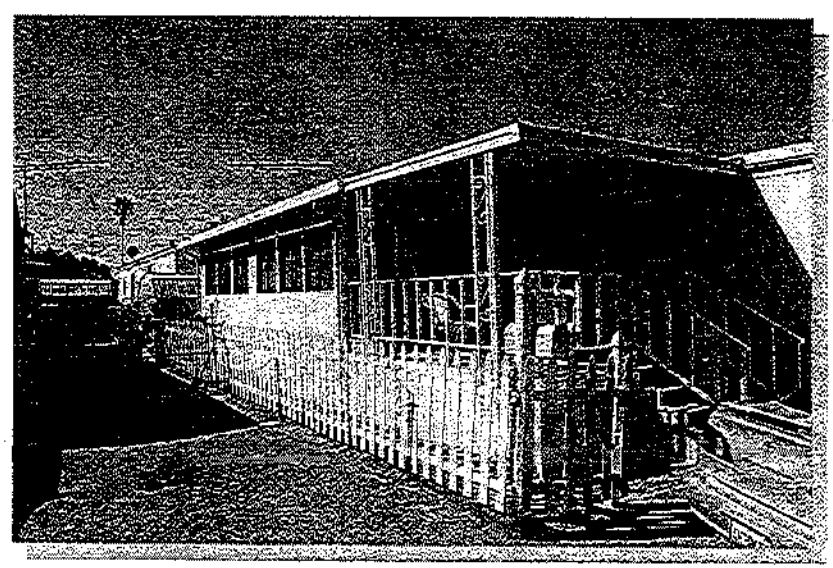

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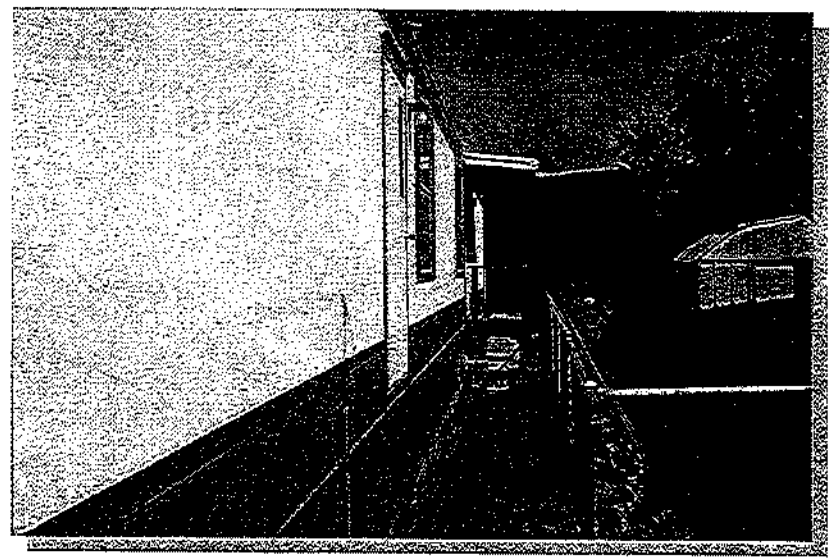

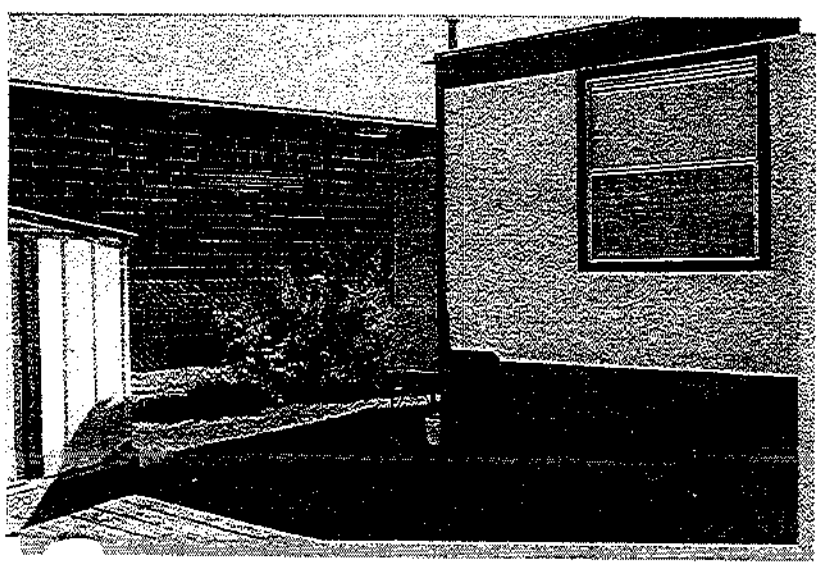

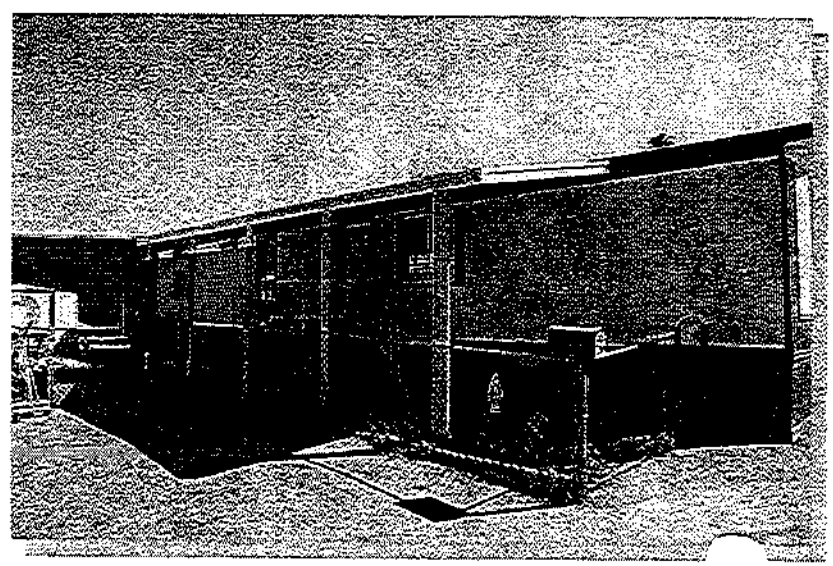

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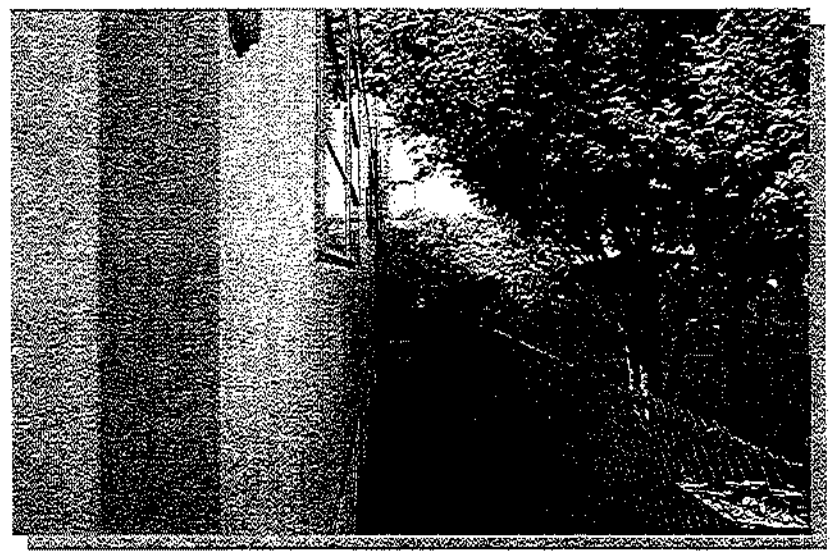

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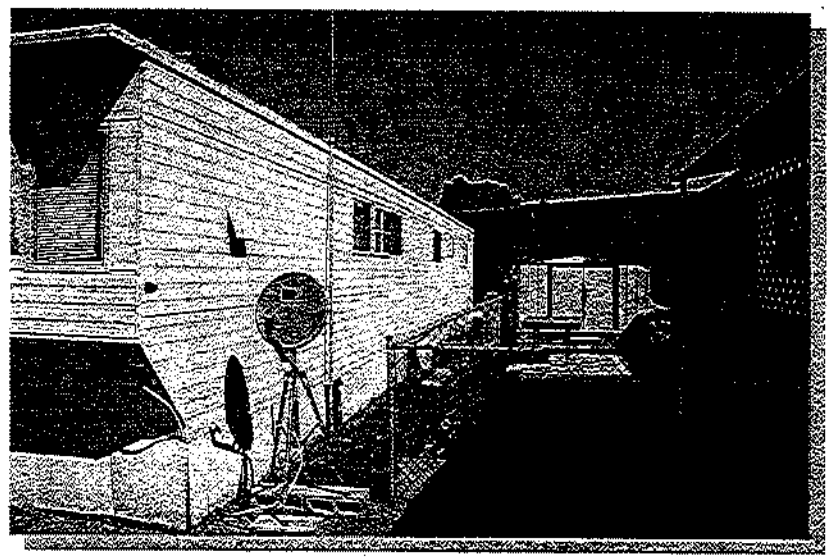
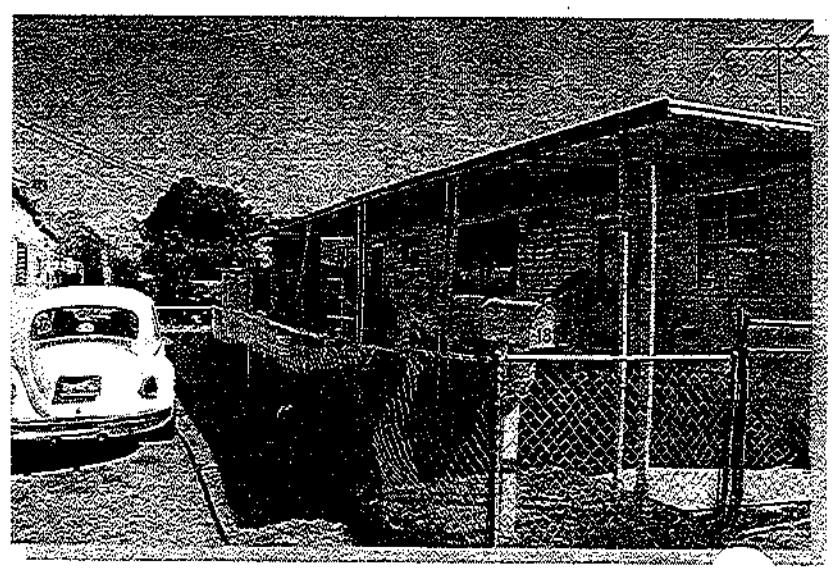
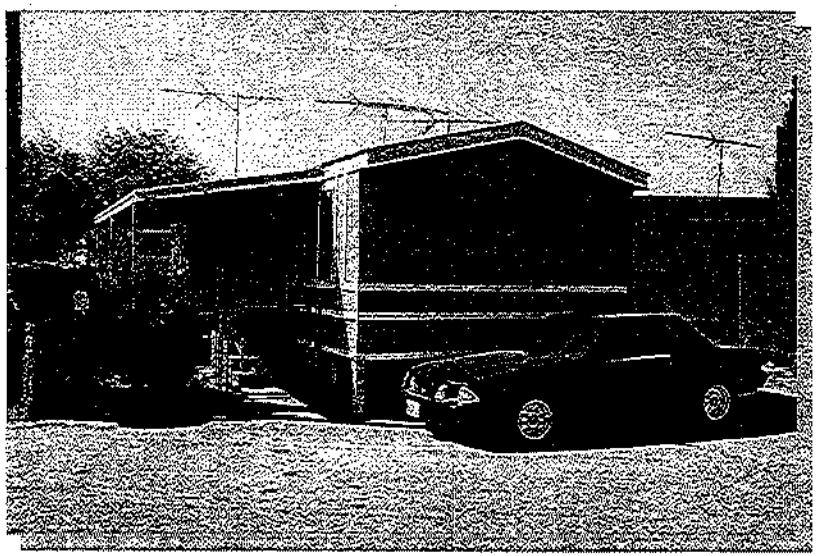
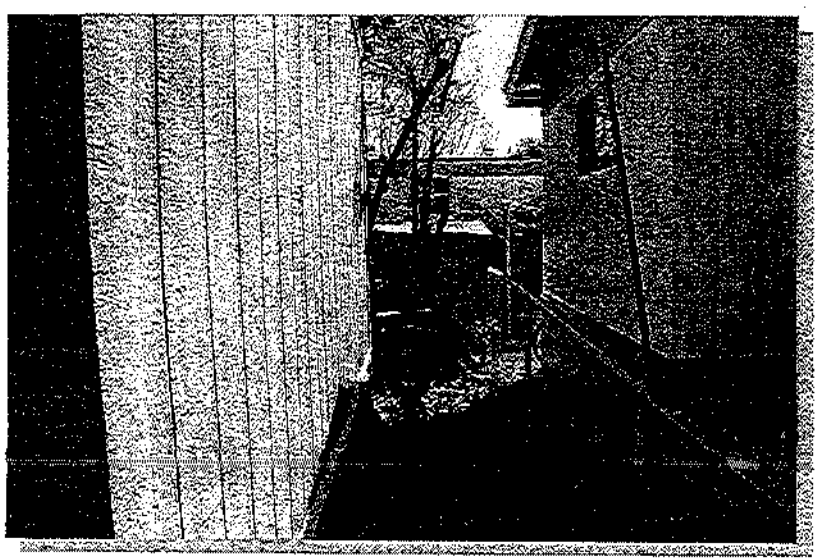




19 Surrey Circle





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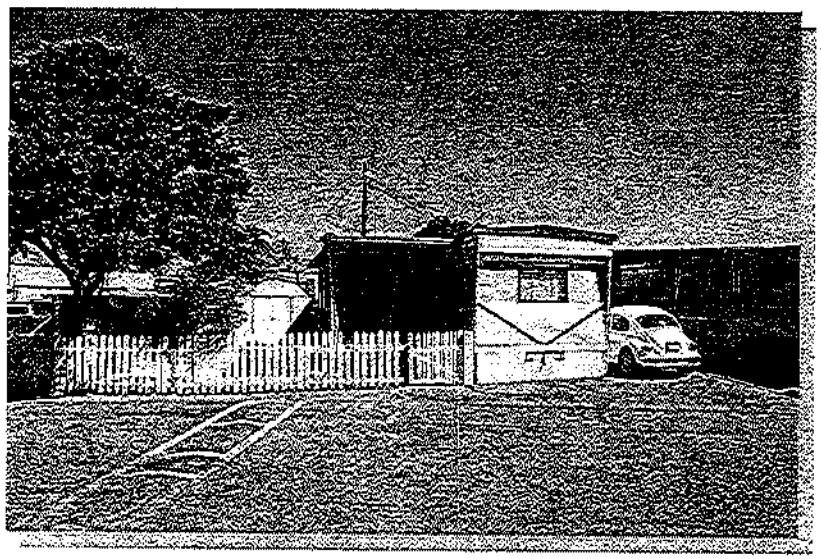
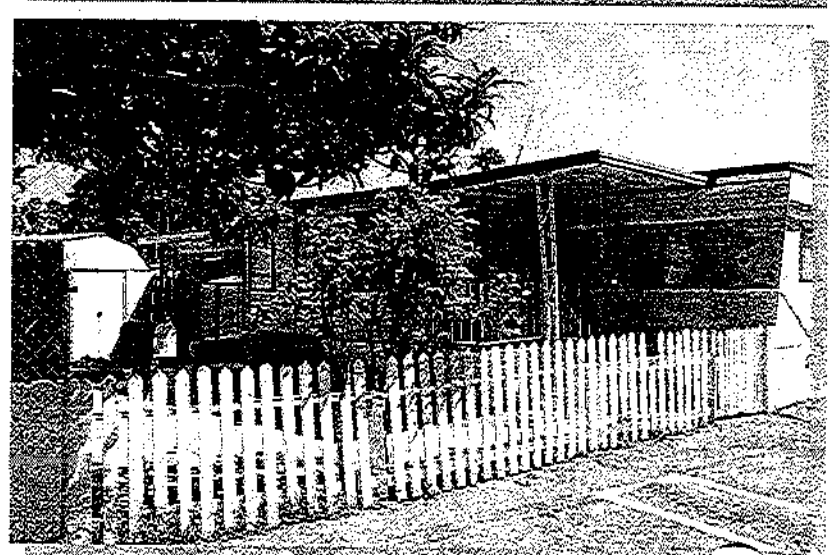
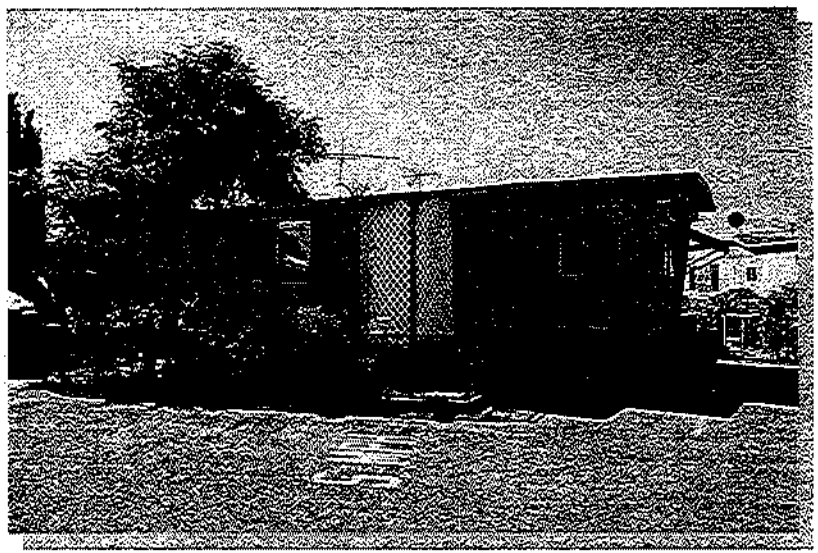
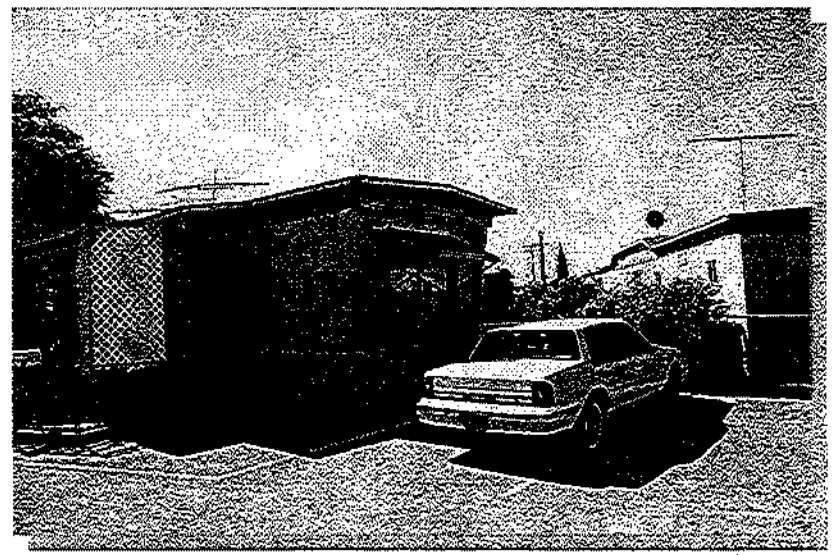
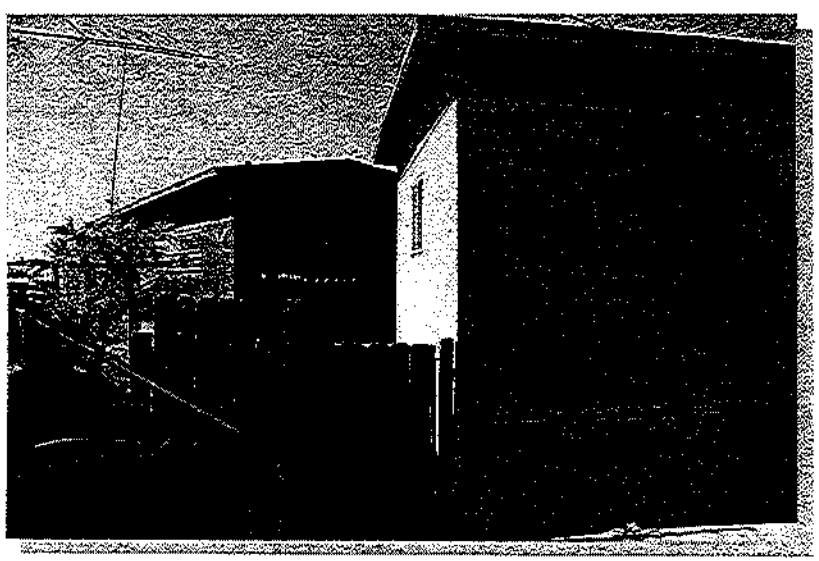




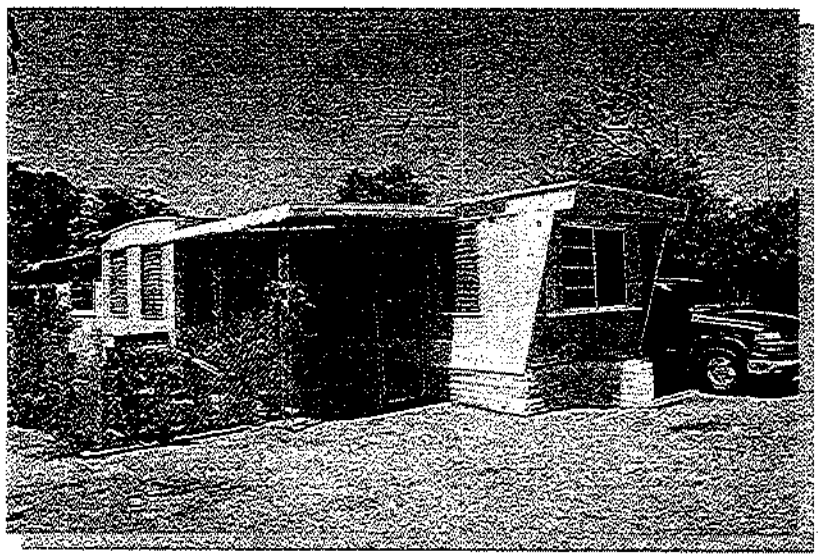
21 Surrey Circle

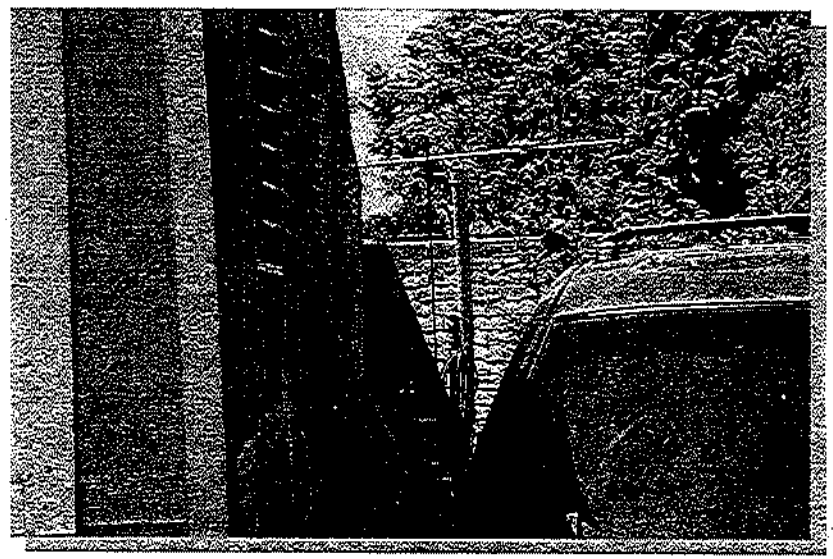


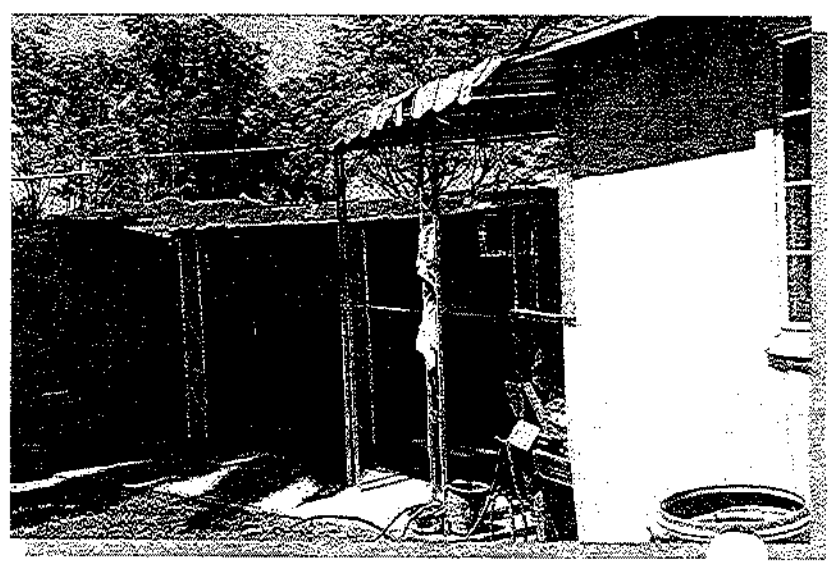




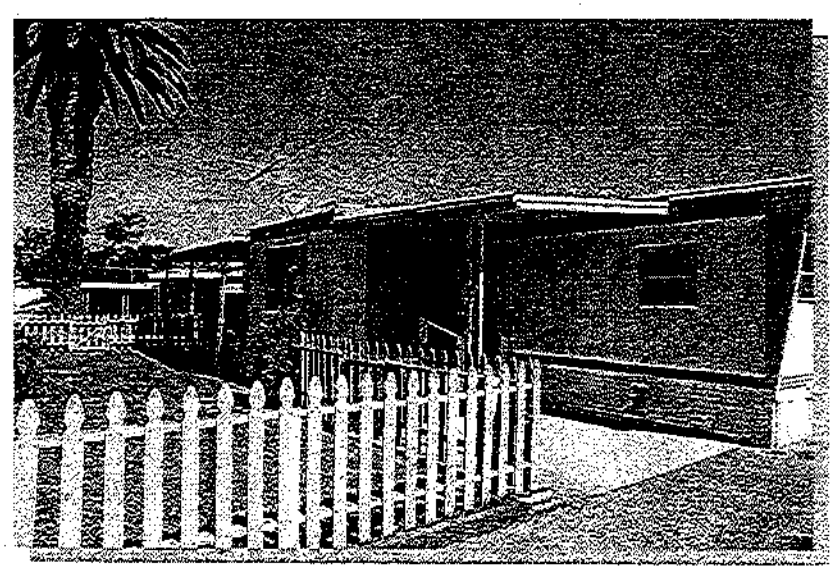
22 Surrey Circle



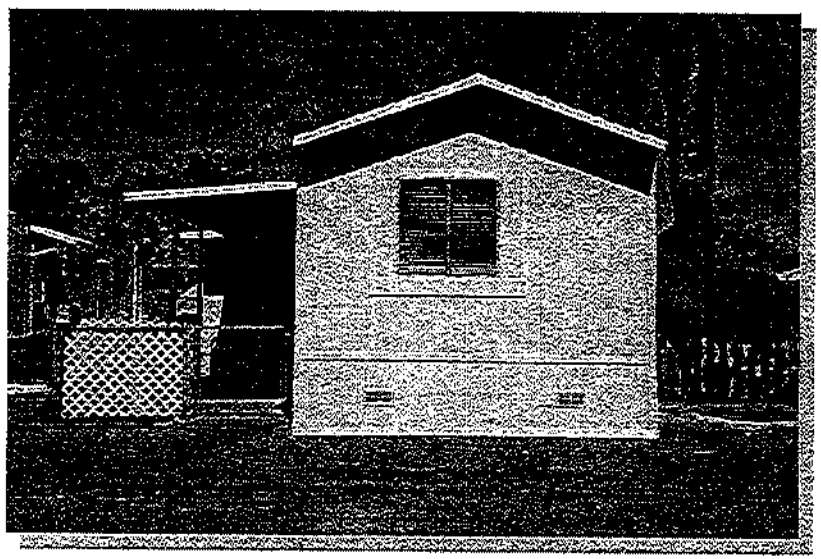


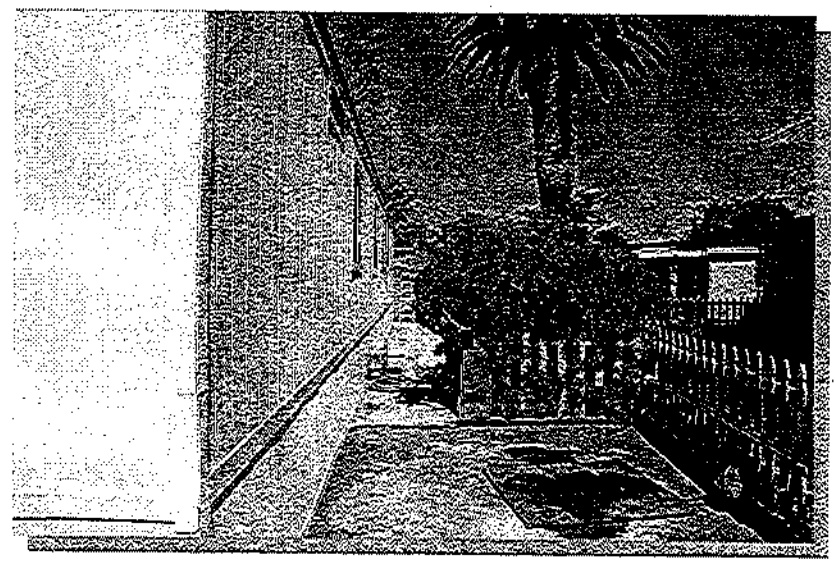


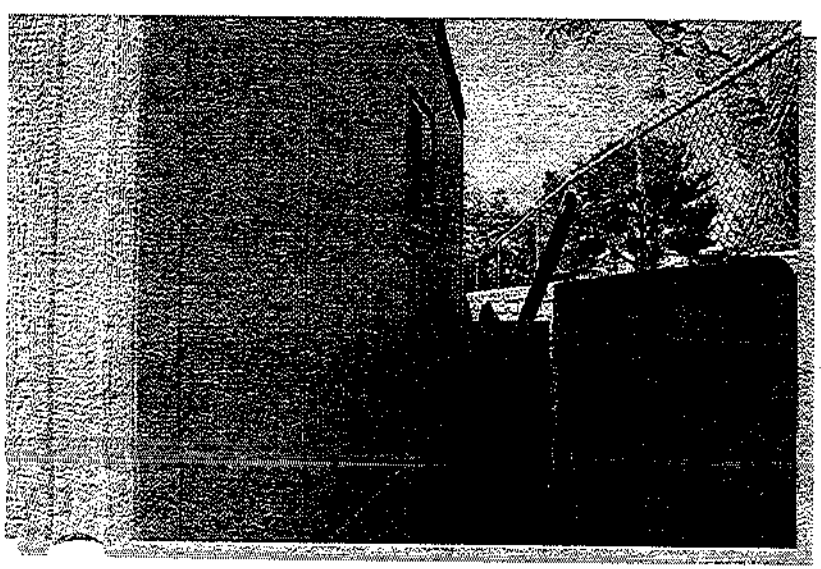
23 Surrey Circle

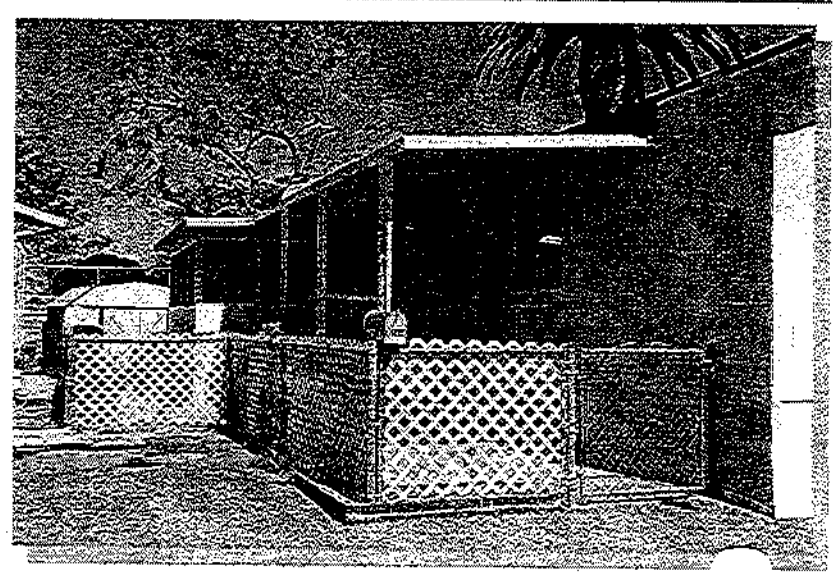


24 Surrey Circle

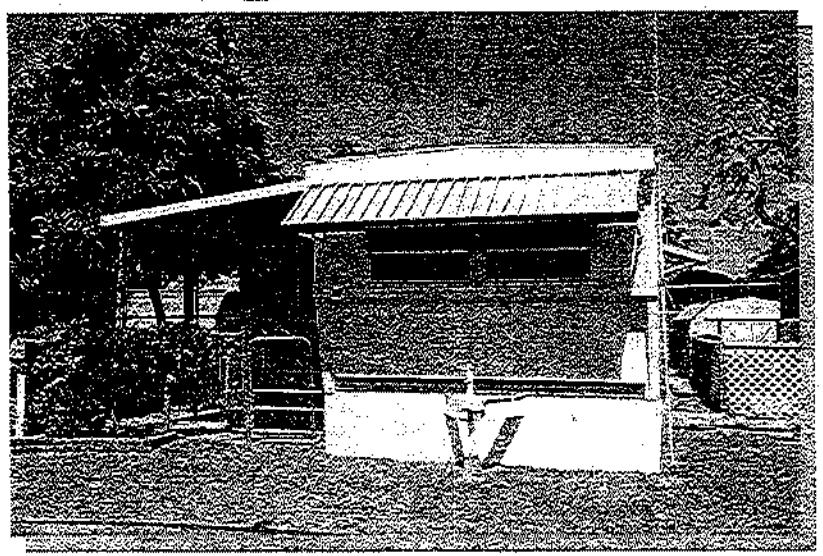


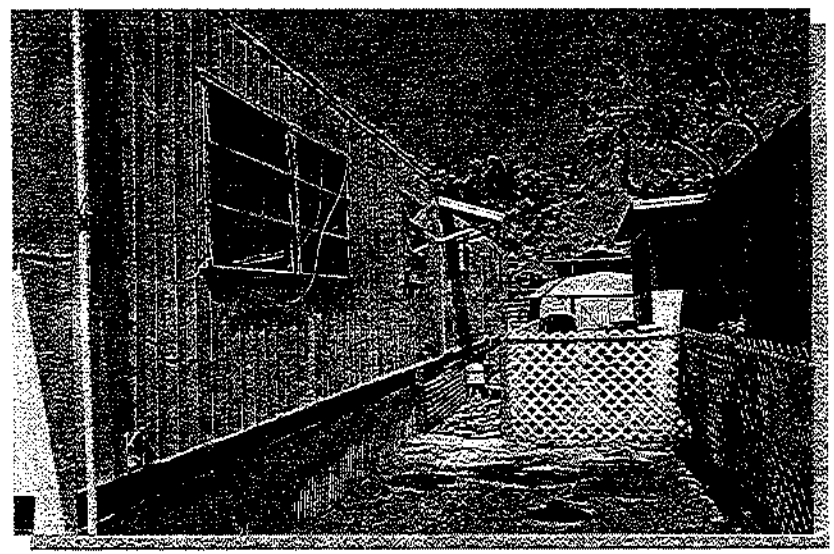


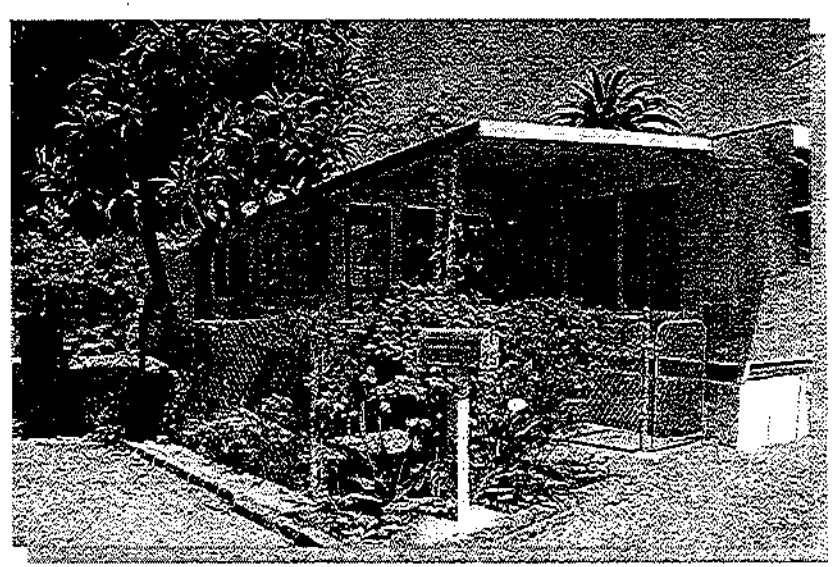




25 Surrey Circle







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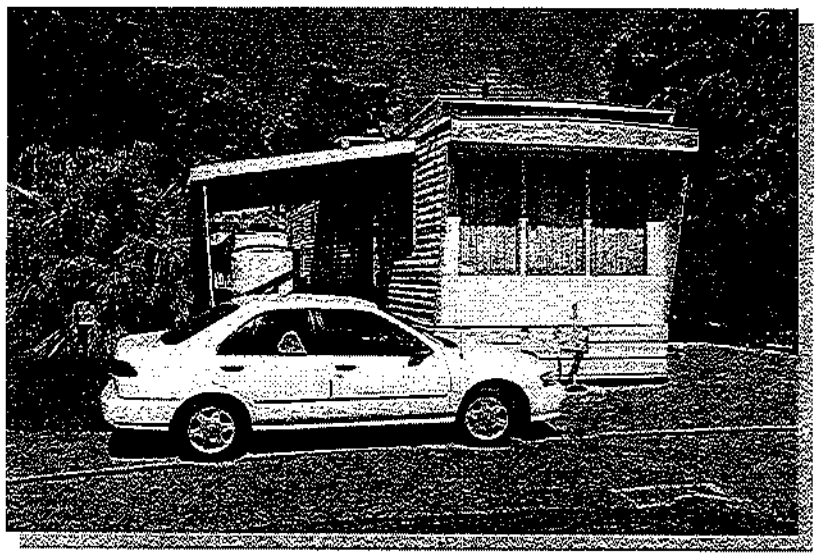

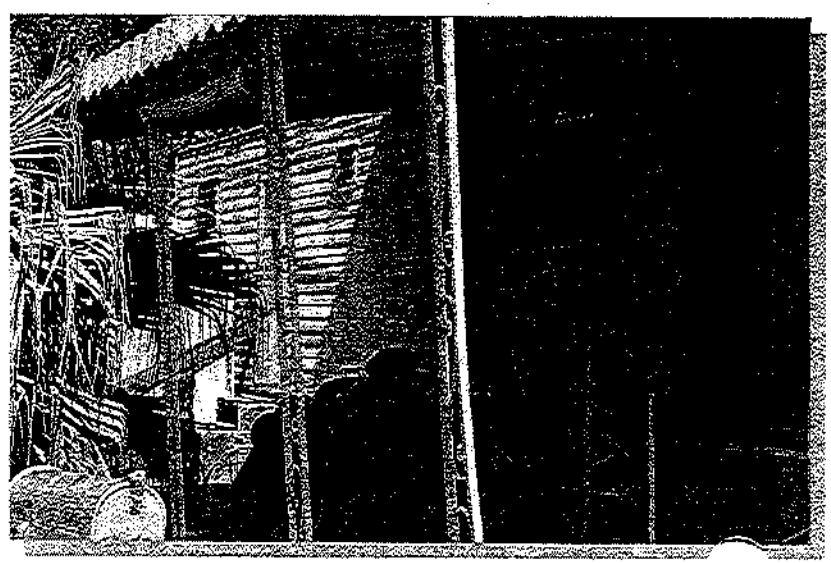

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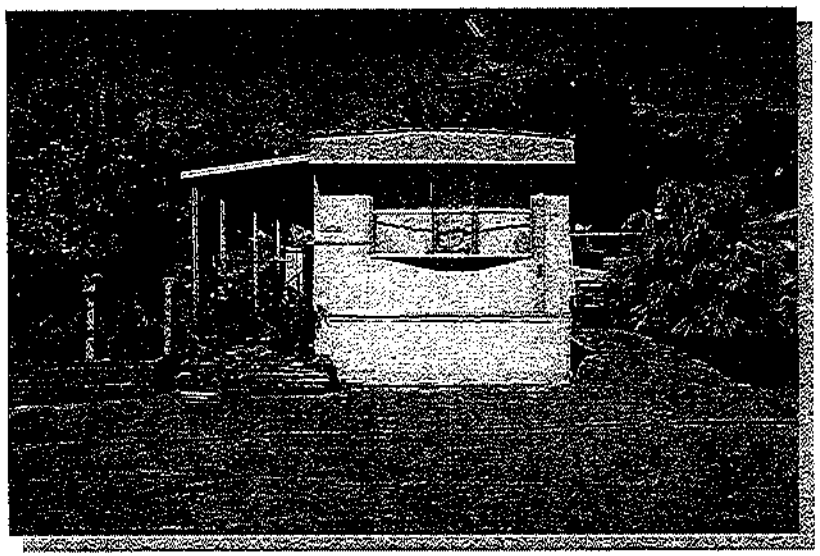

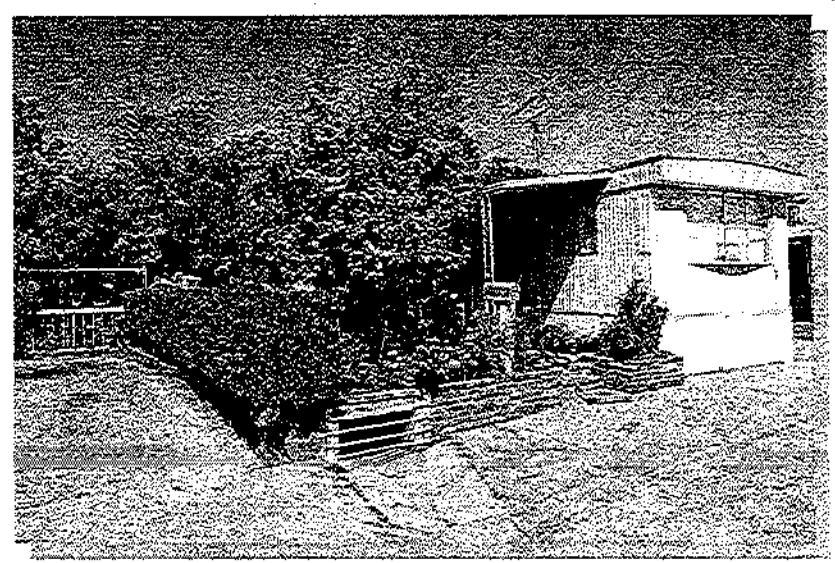

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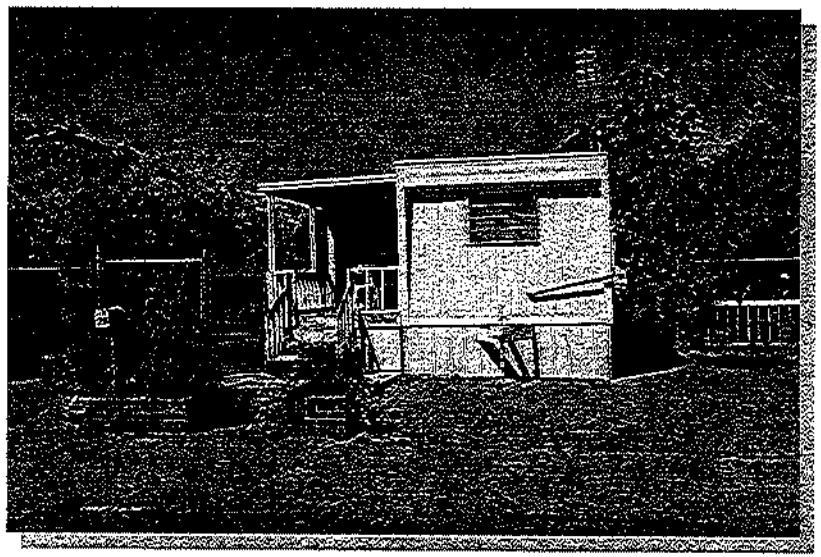

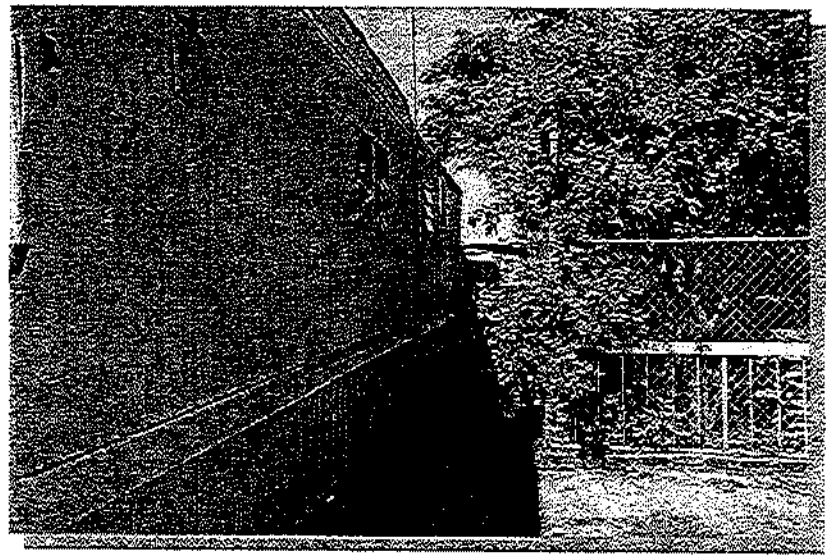

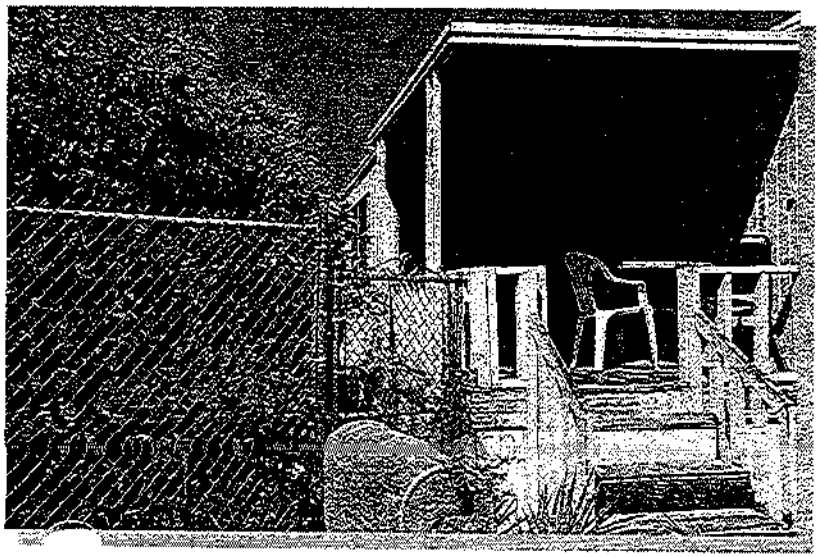

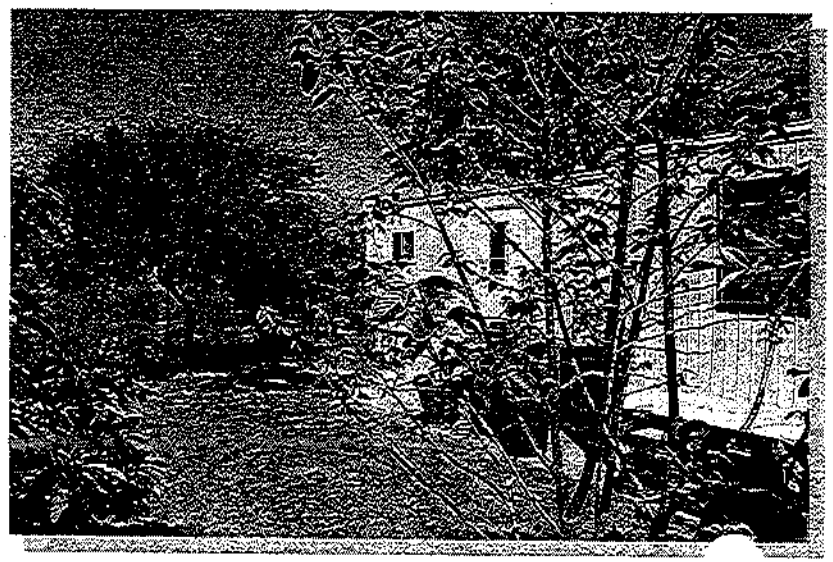

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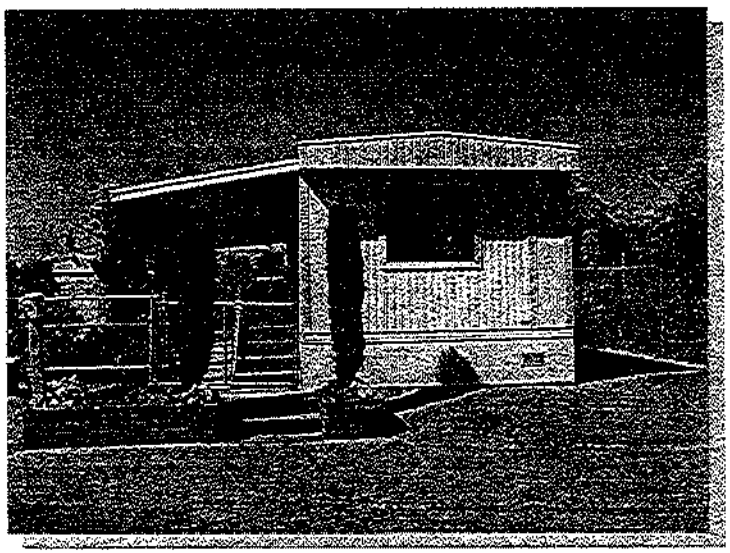

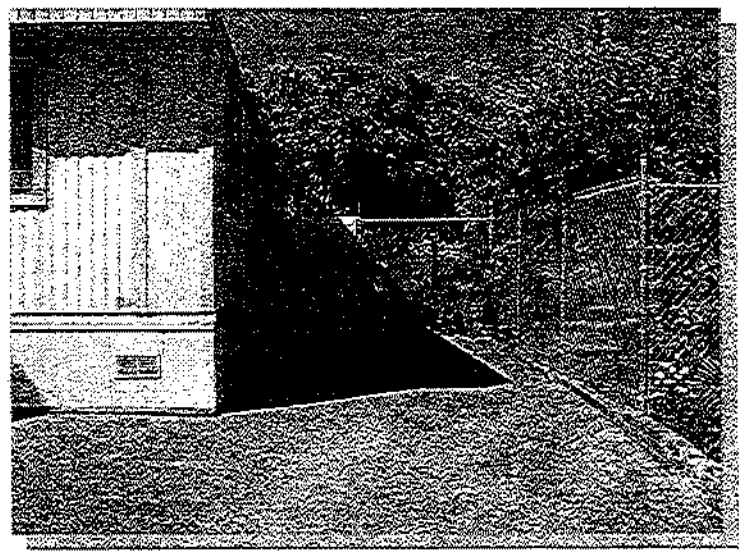

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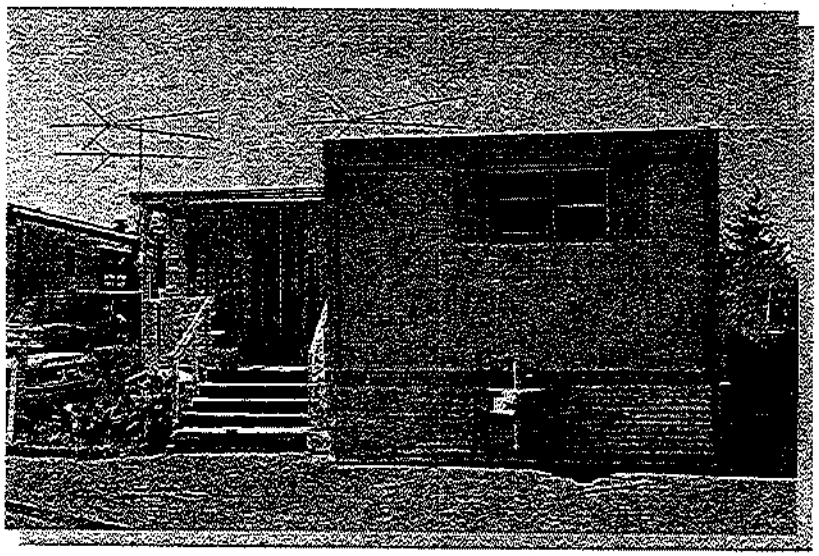

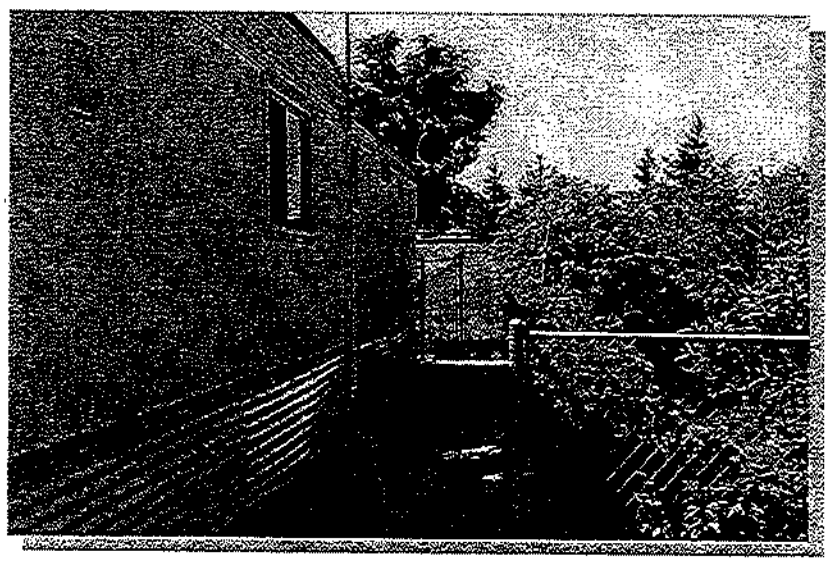

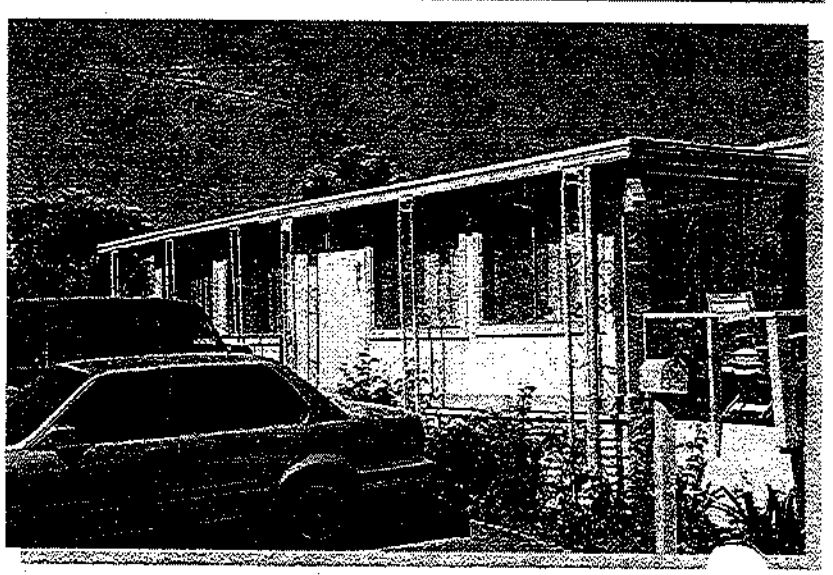

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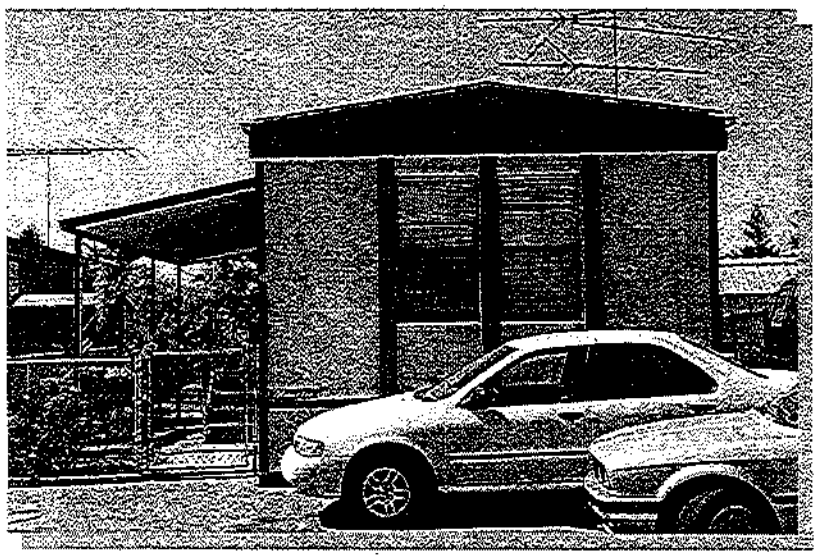

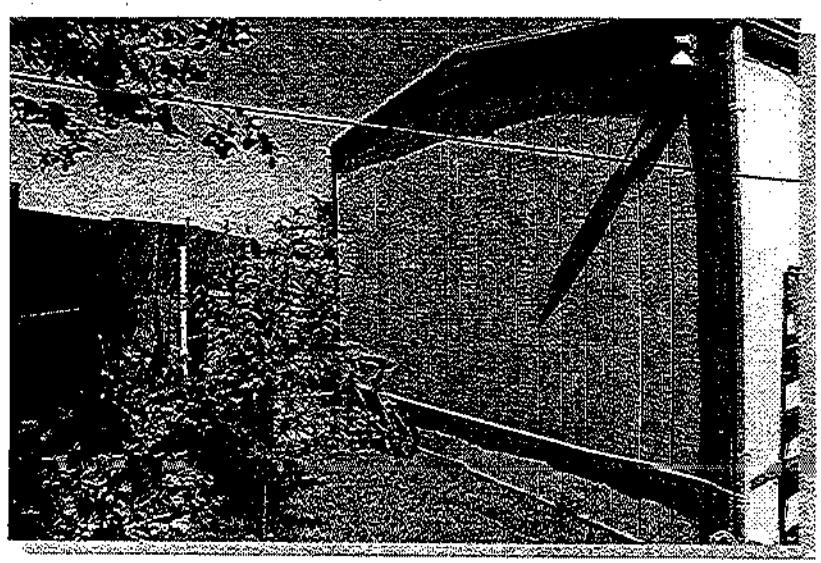

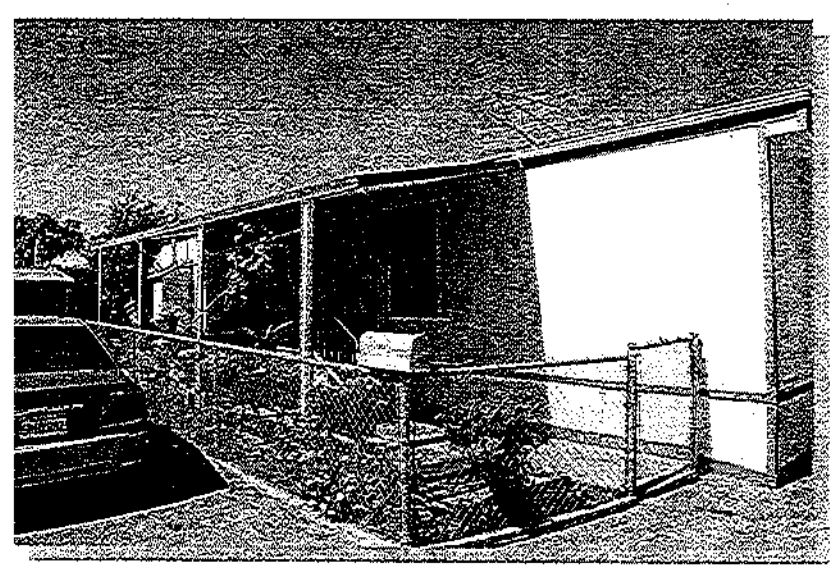

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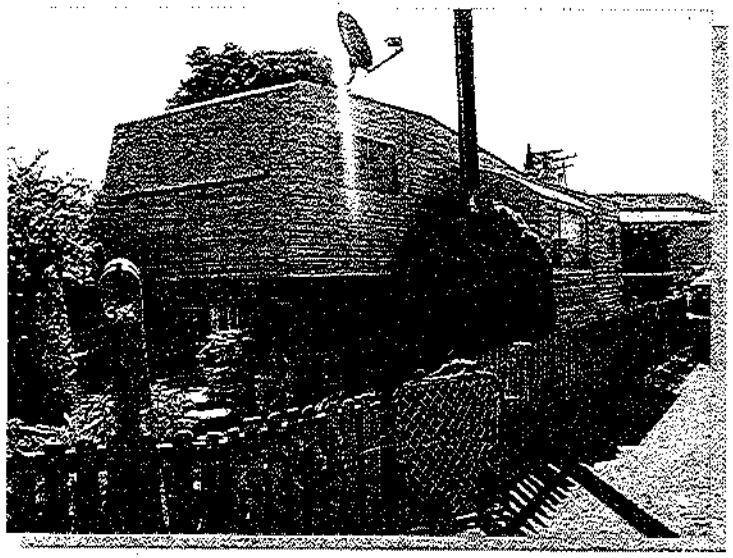

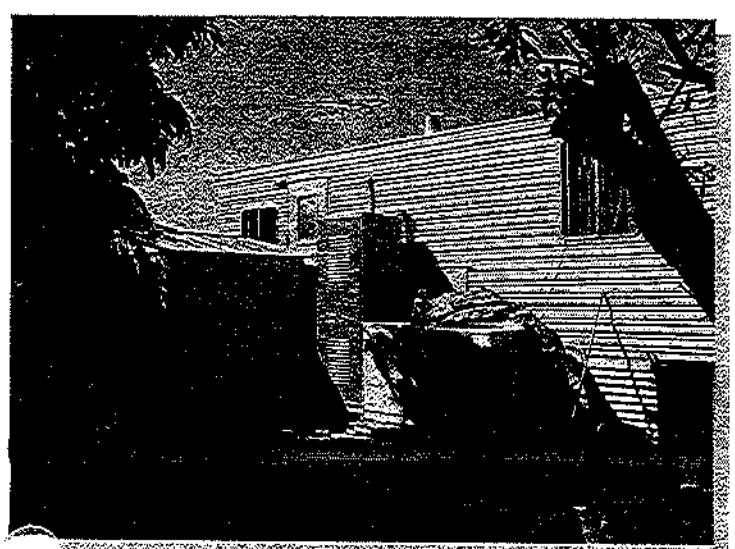

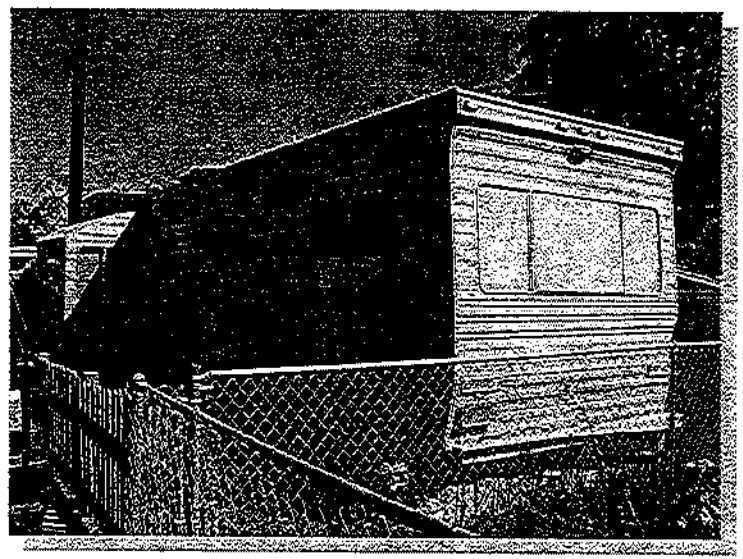

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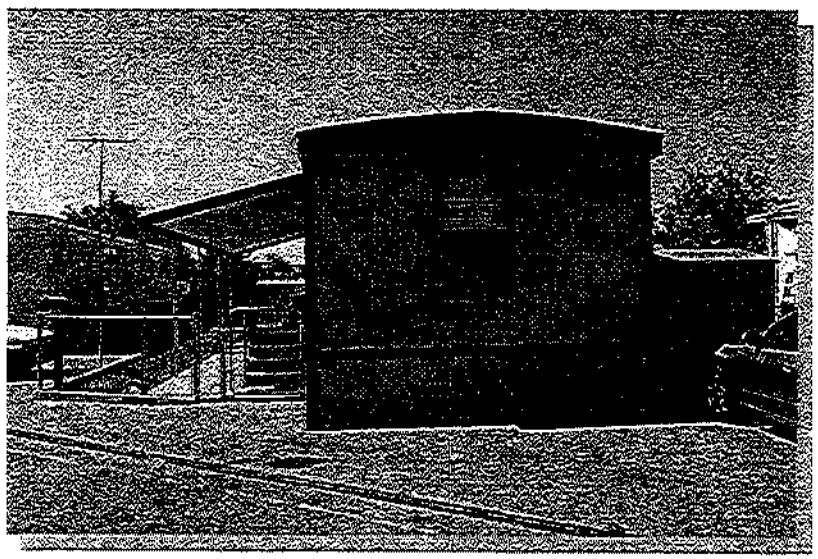

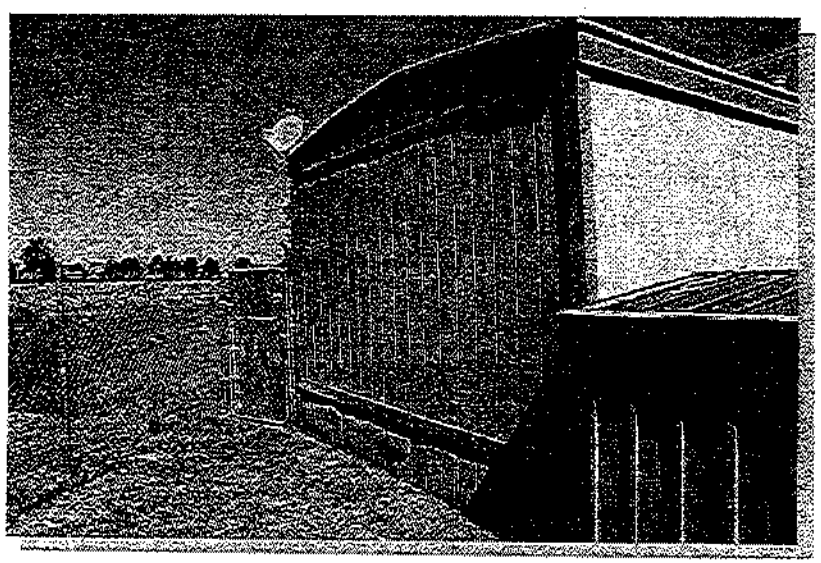

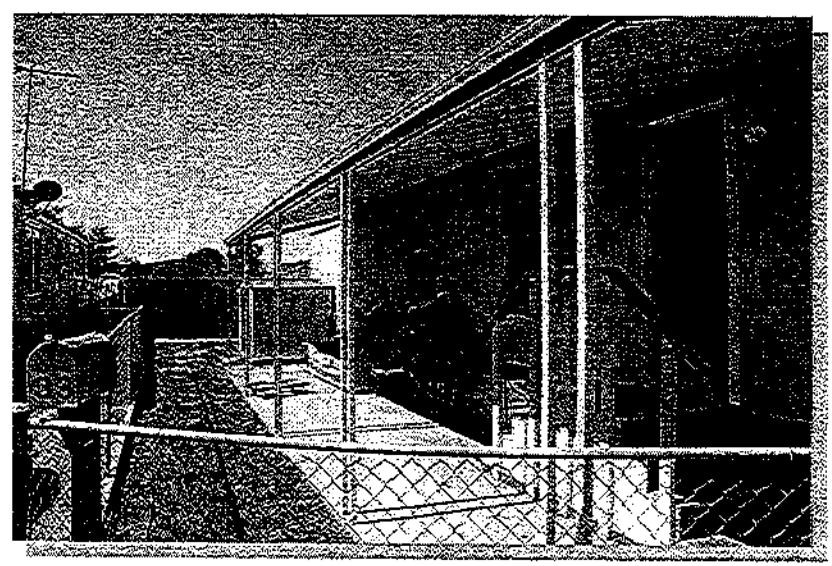

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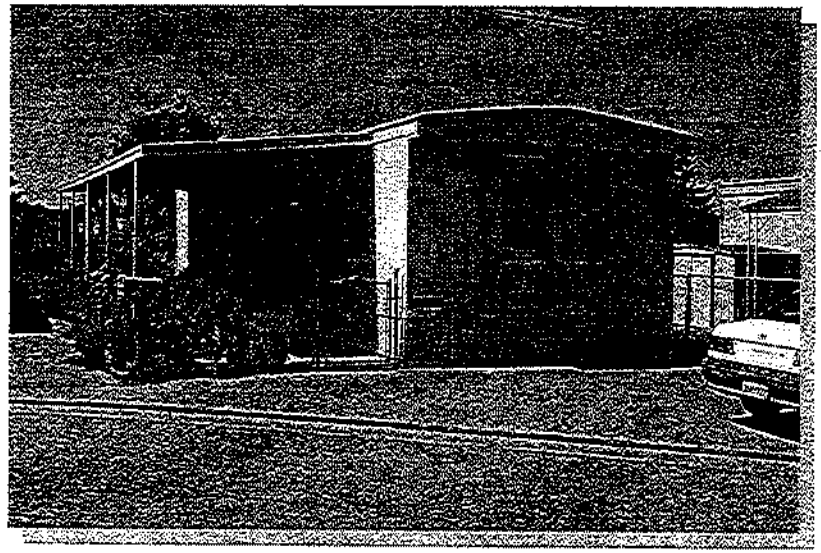
35 Surrey Circle



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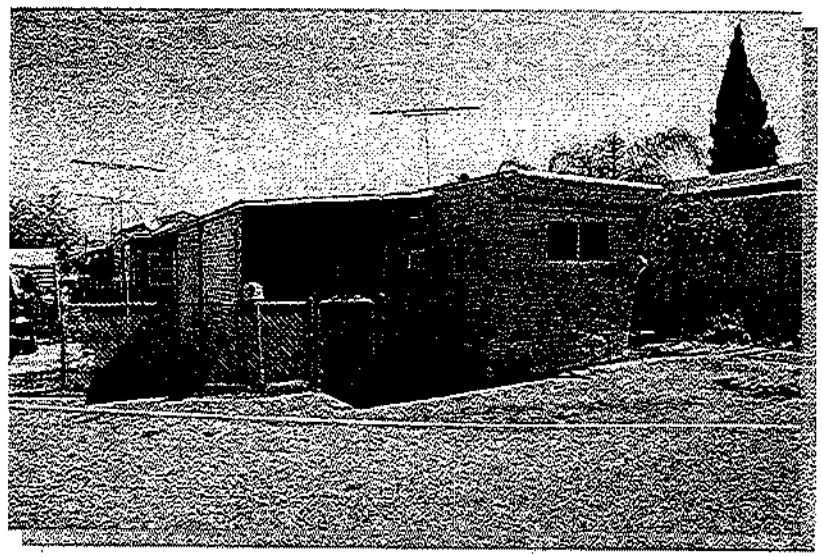

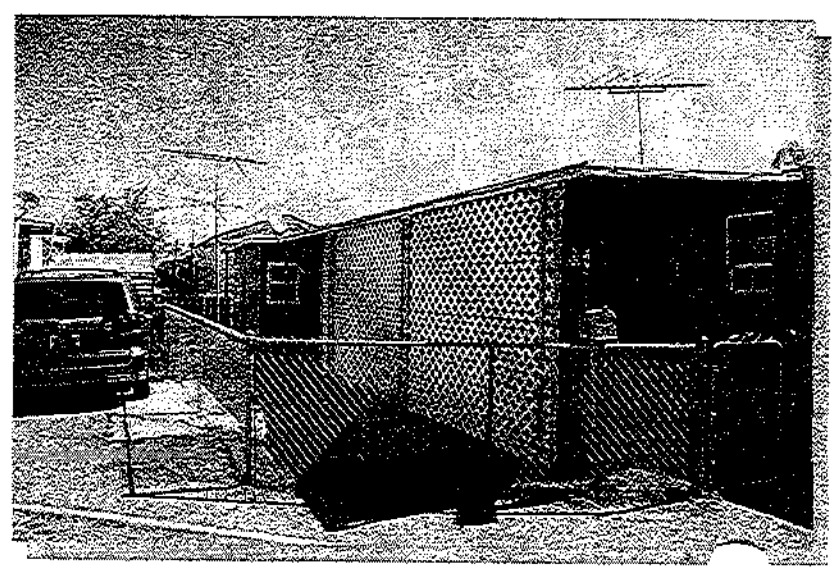

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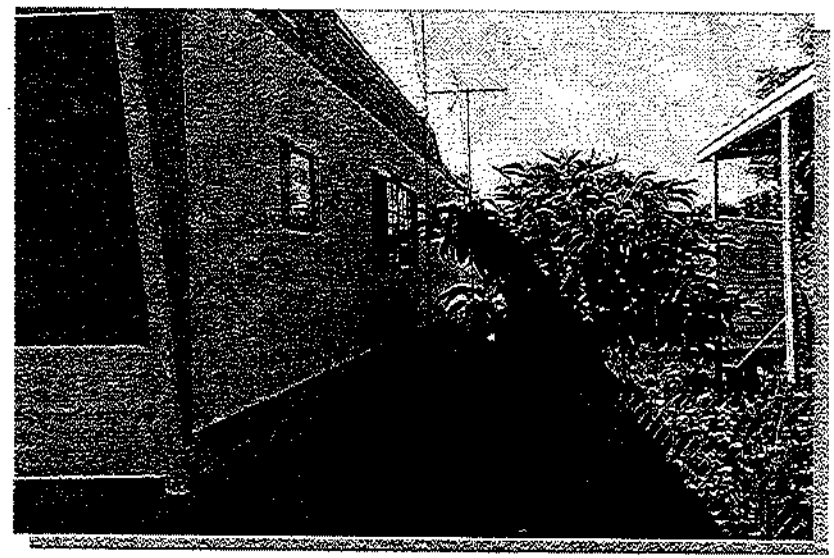

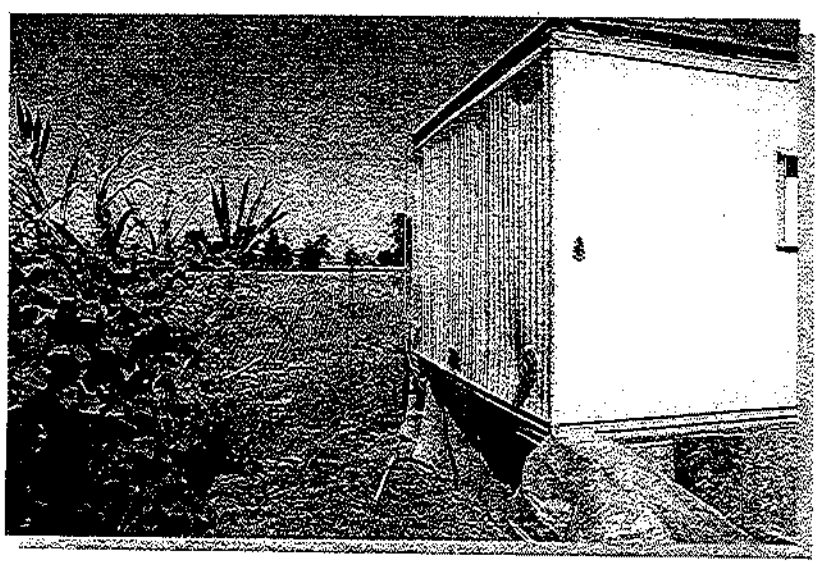

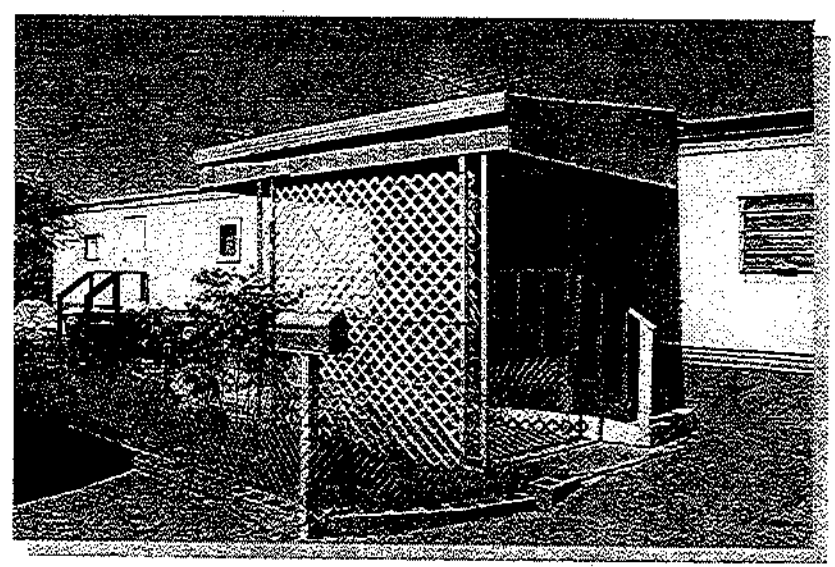

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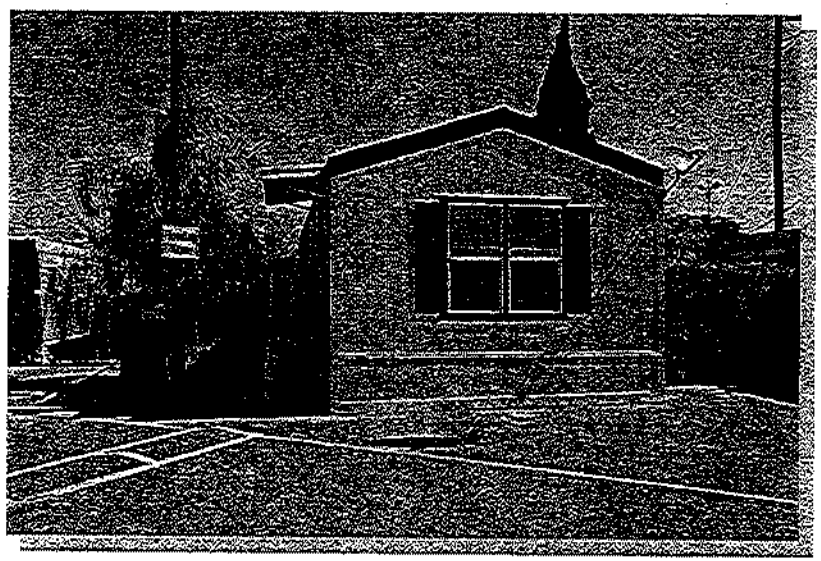

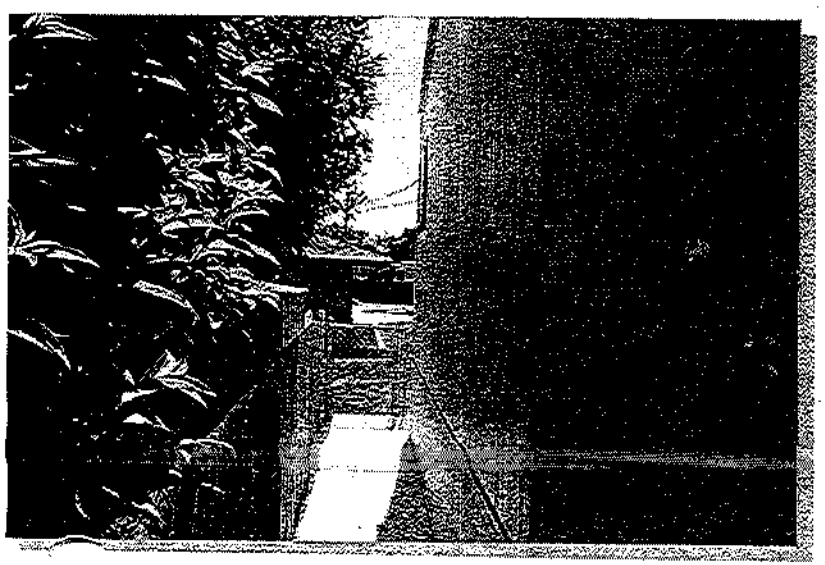

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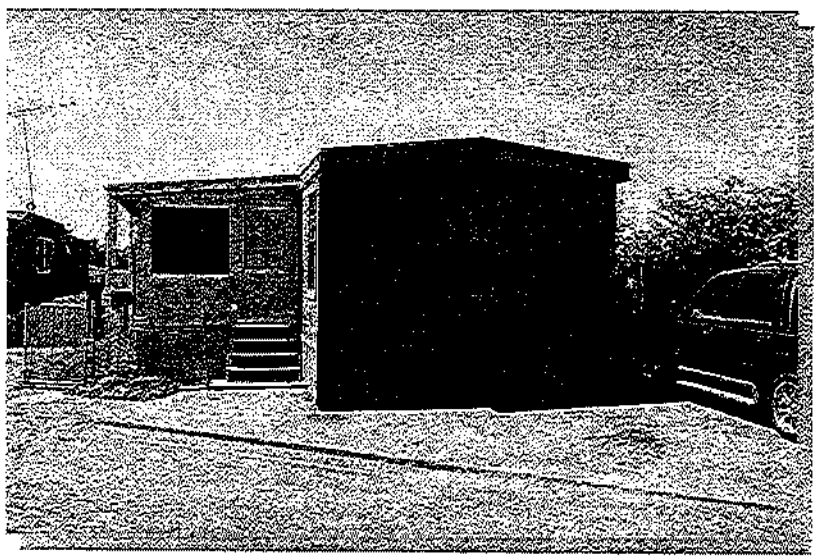

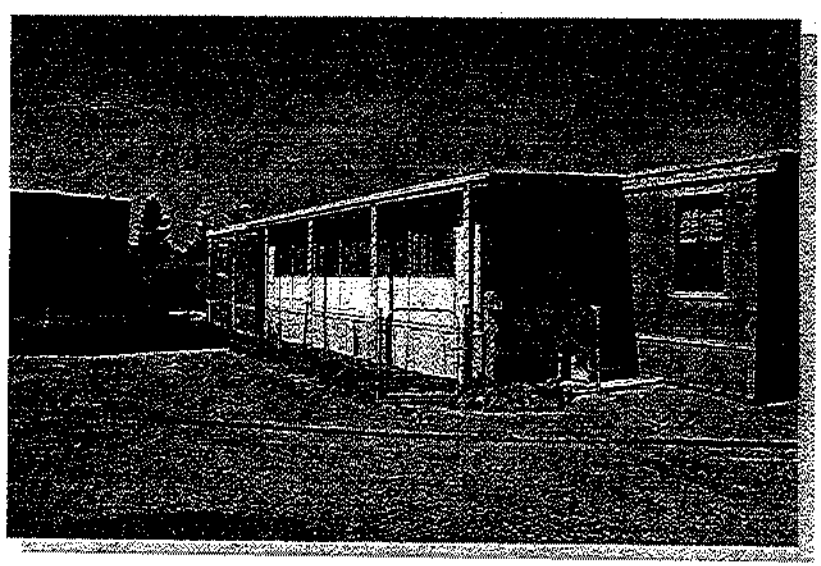

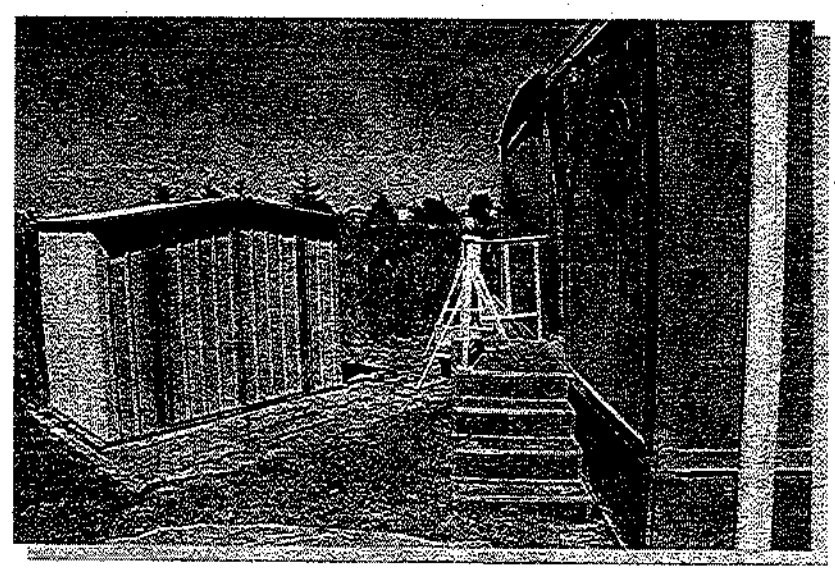

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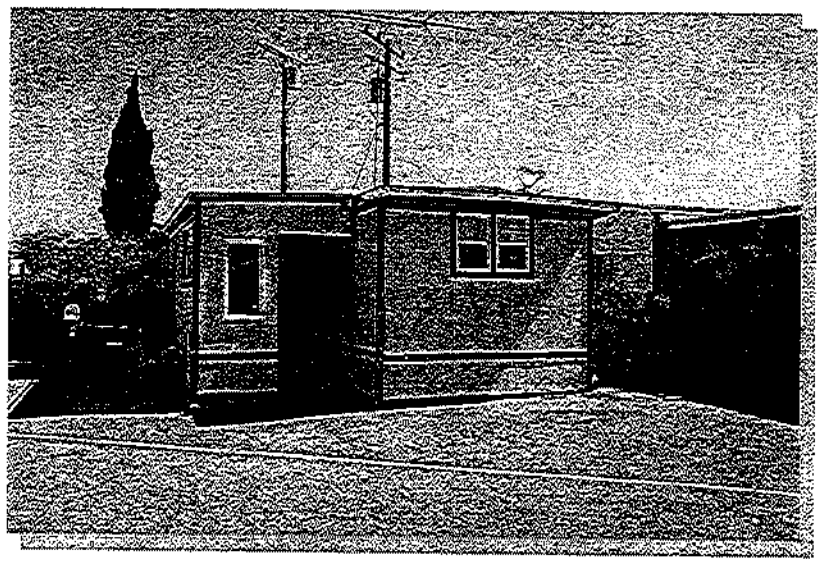

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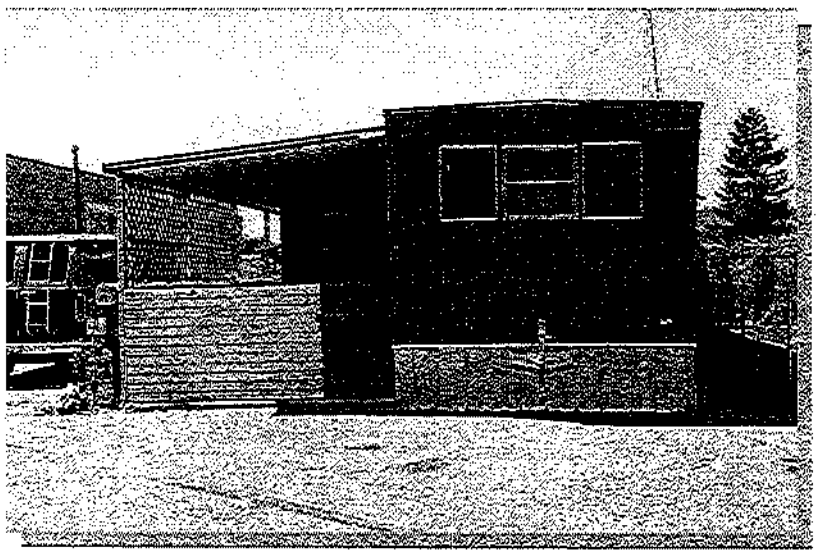

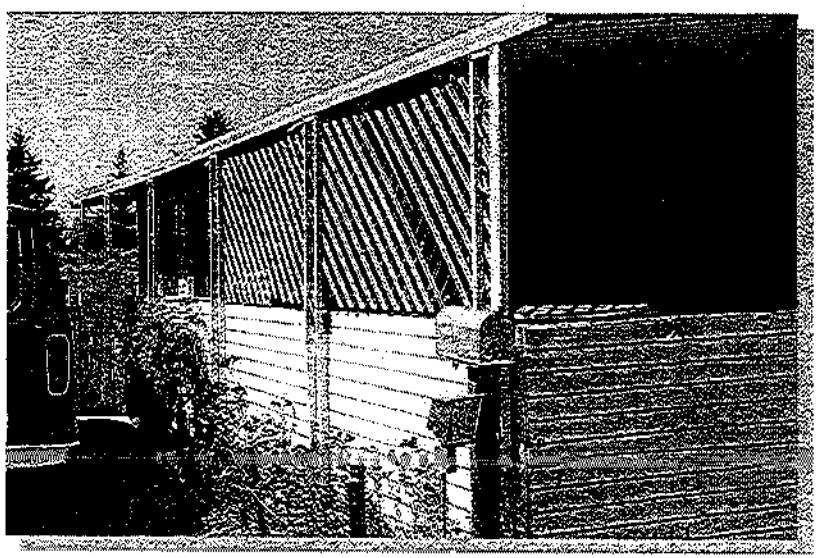

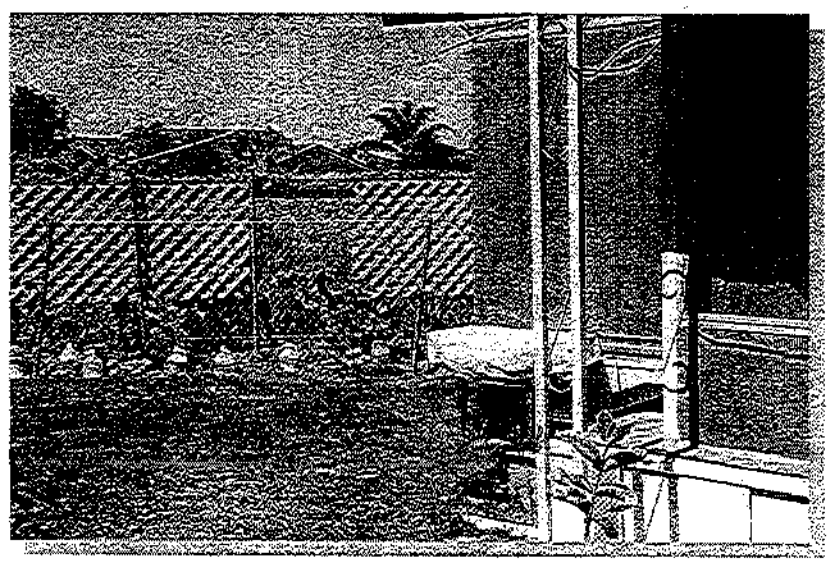

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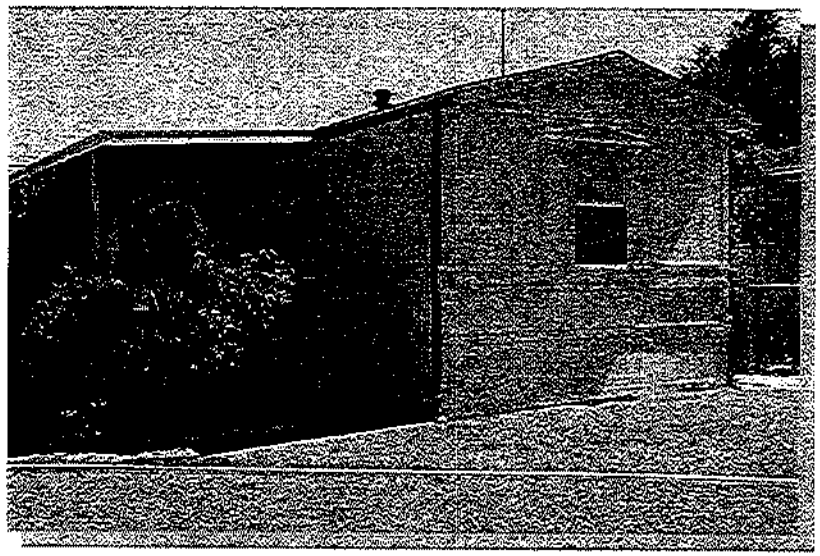
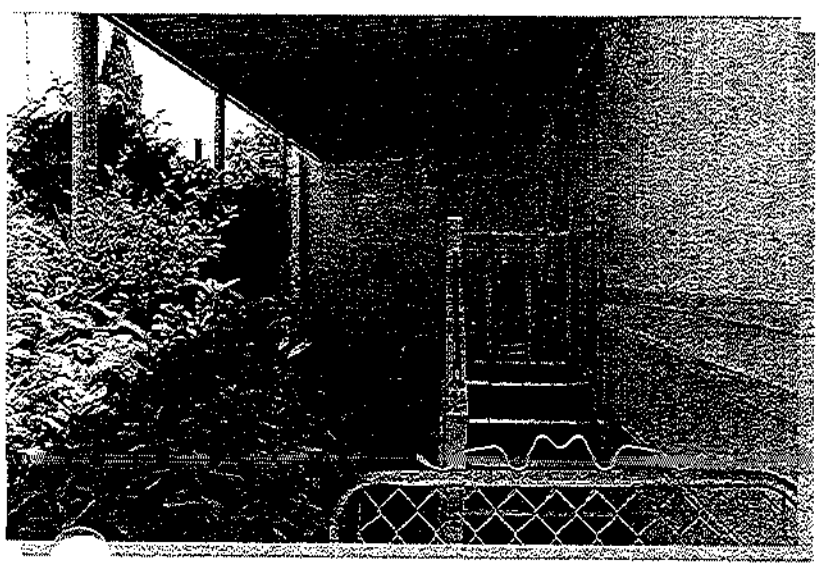
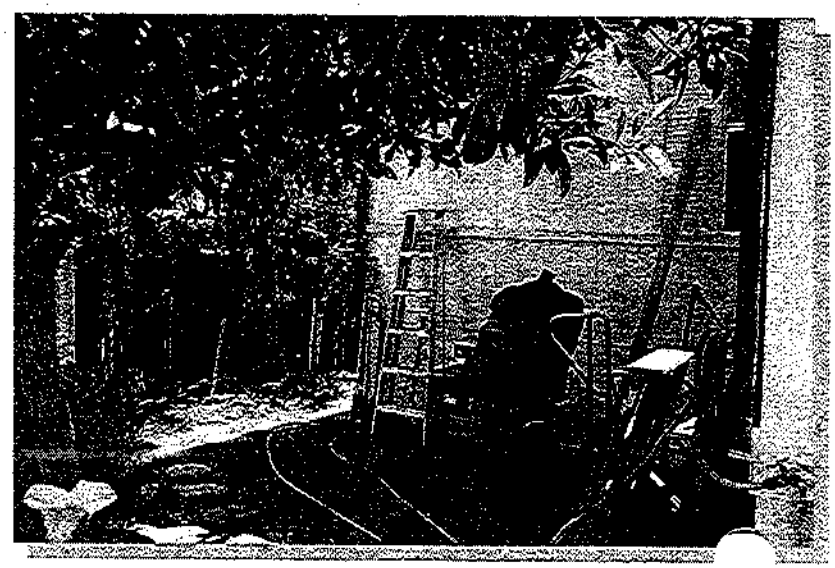
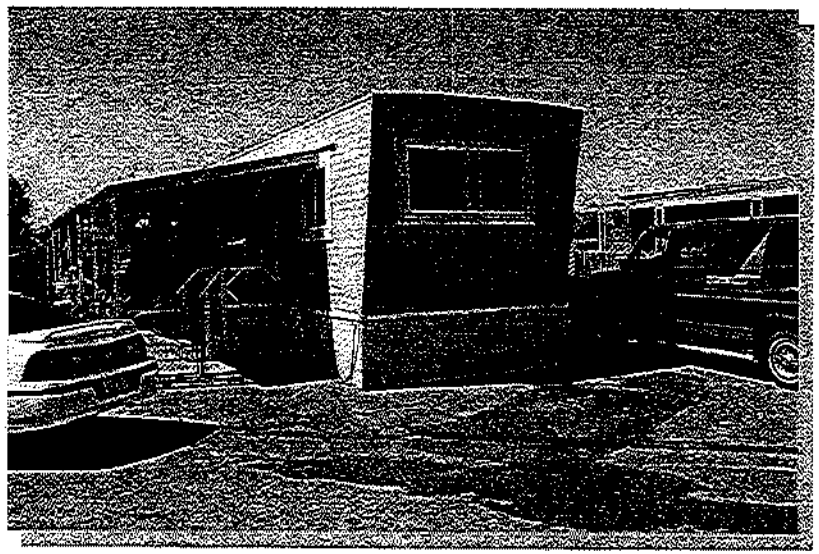
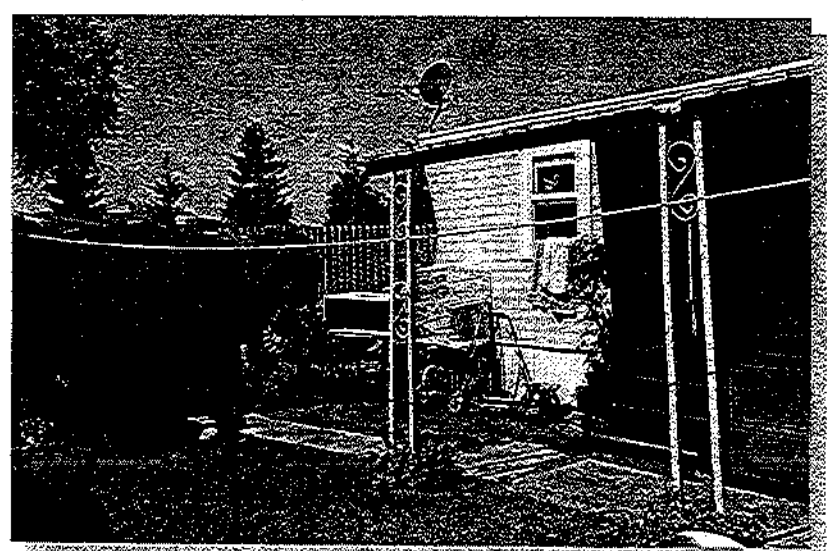






43 Surrey Circle





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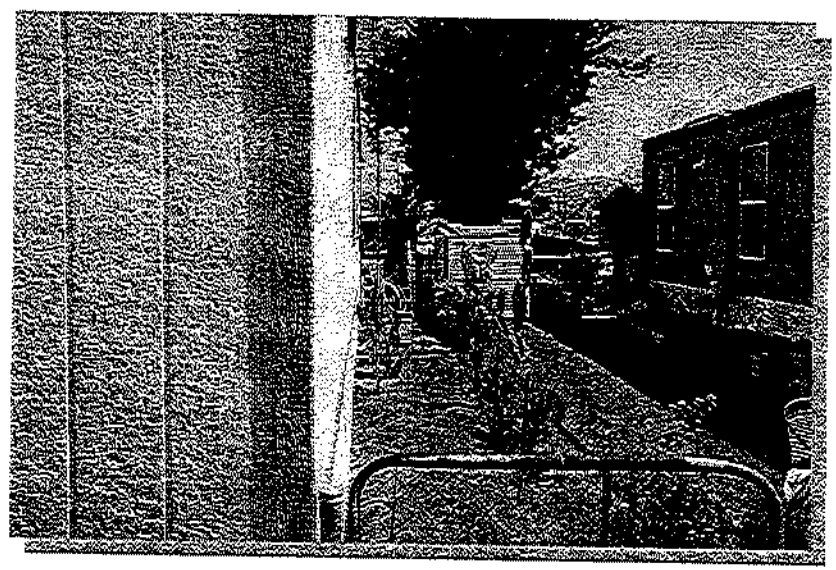

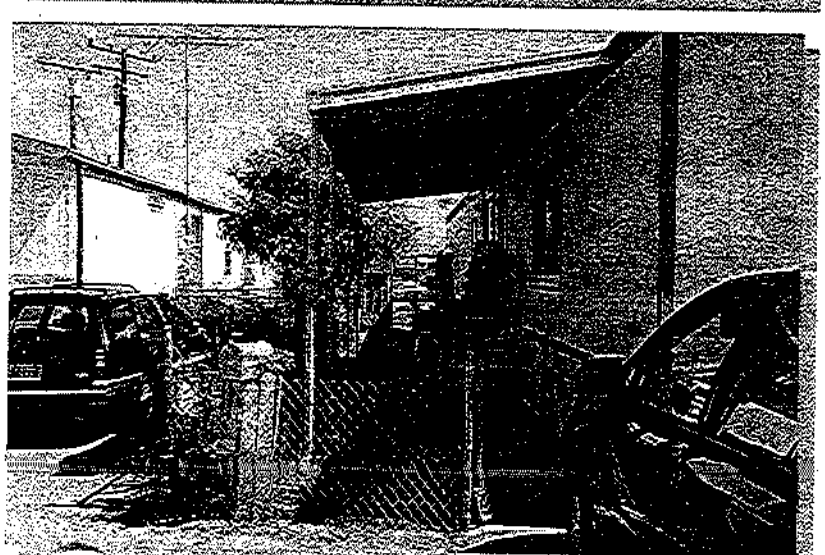

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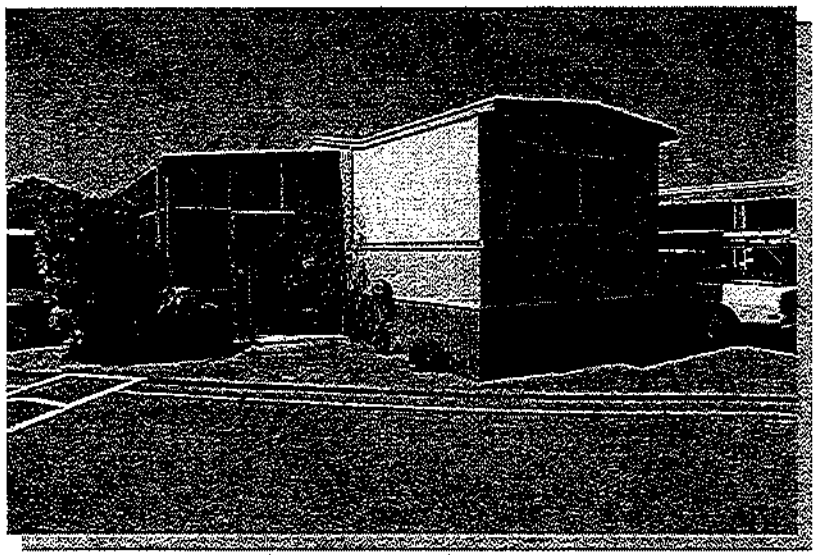
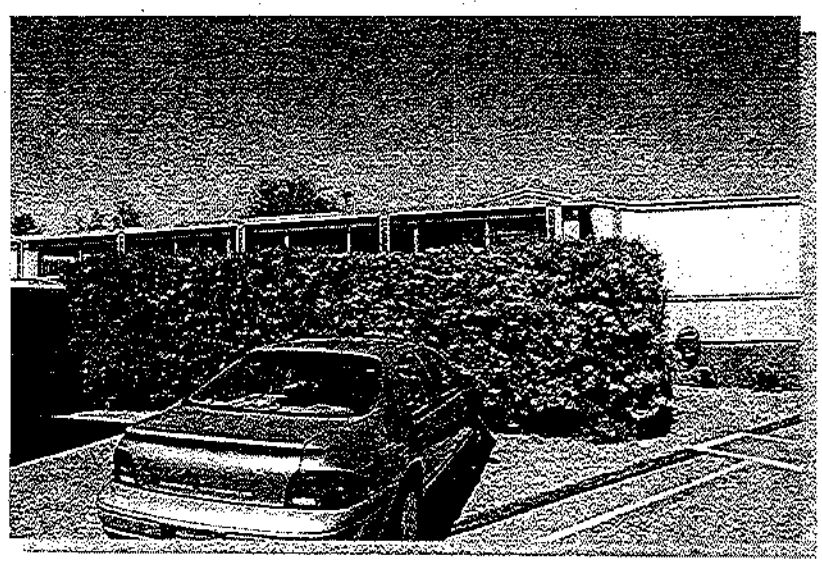
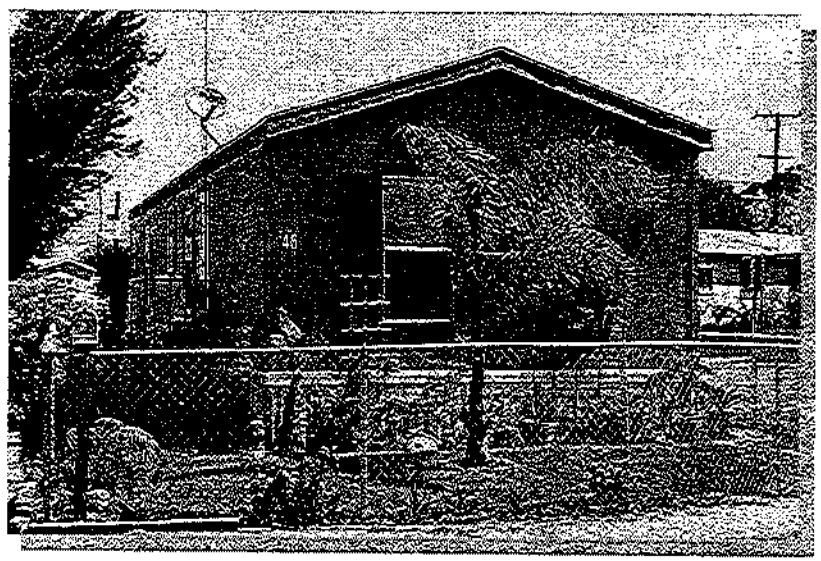
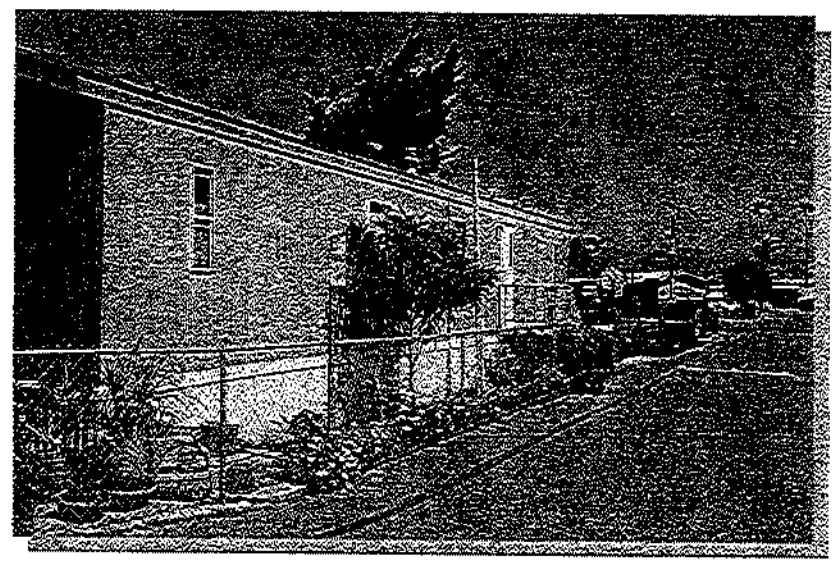
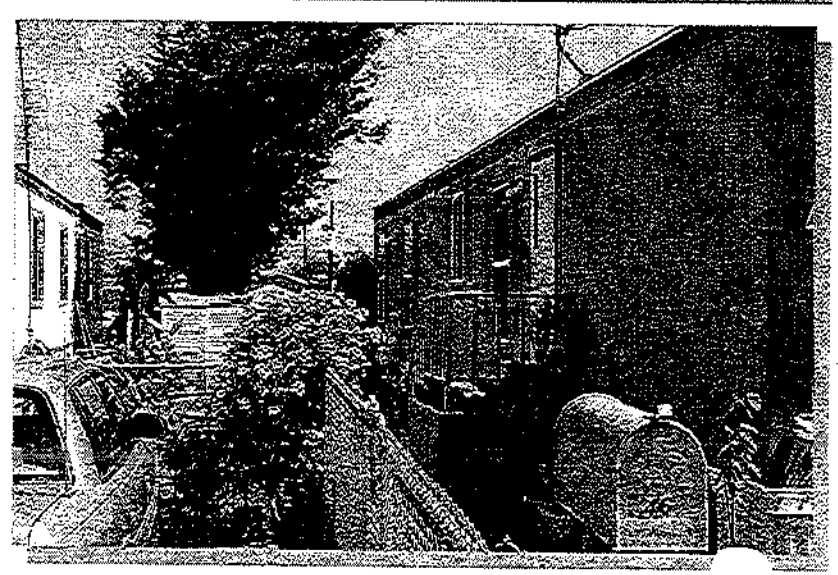




46 Surrey Circle







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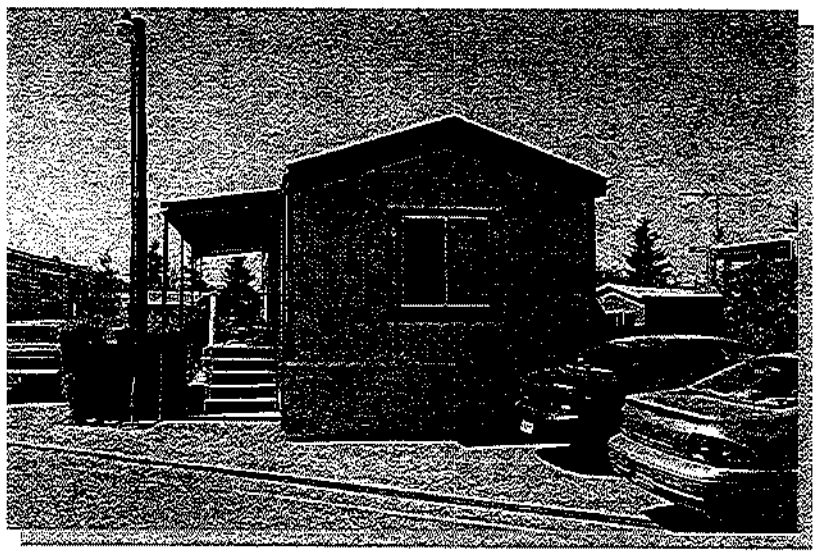
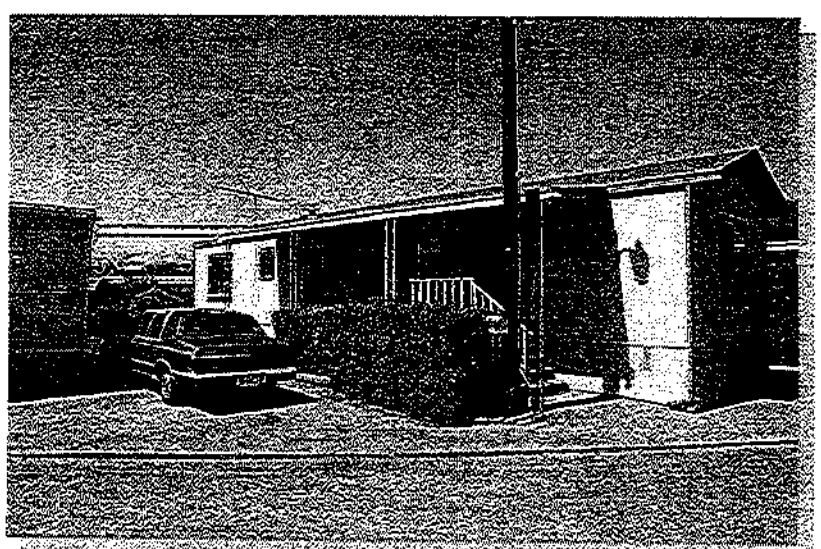
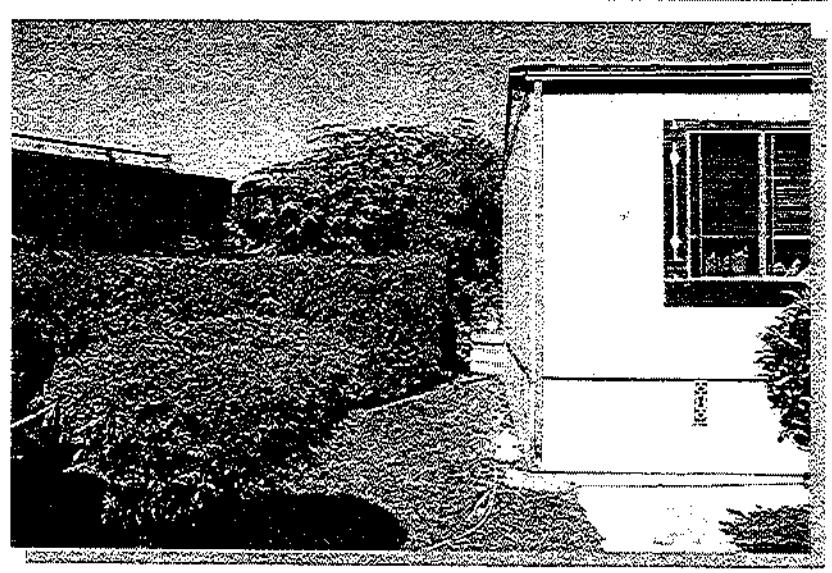
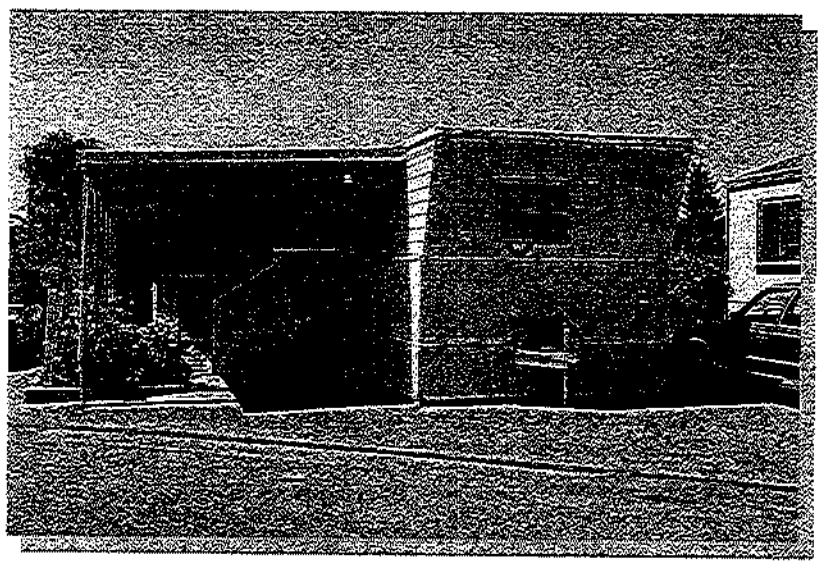
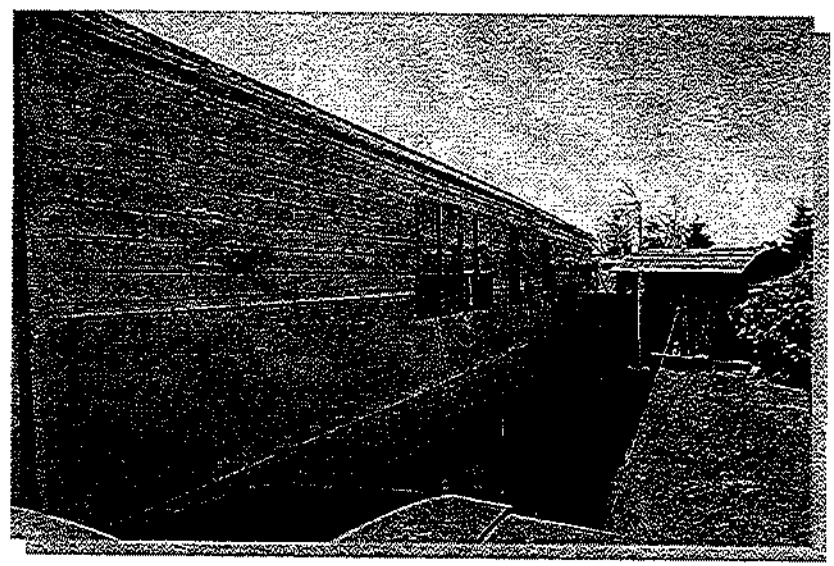


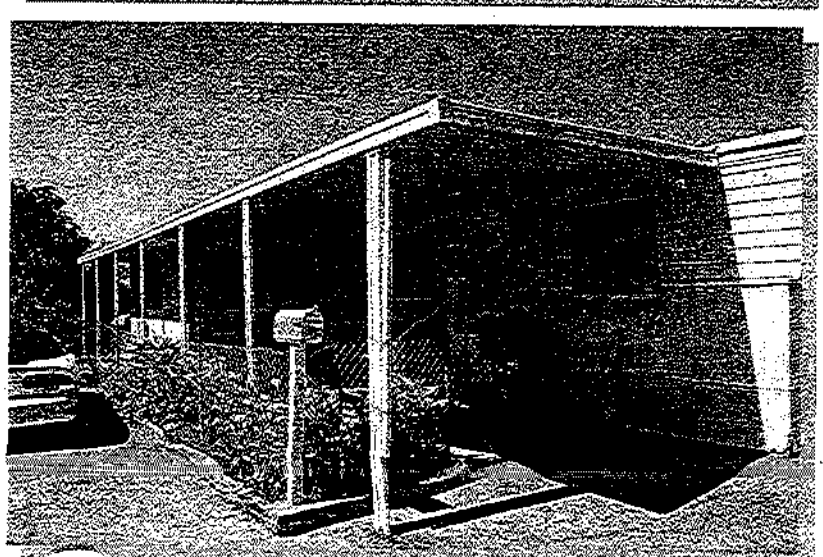




48 Surrey Circle







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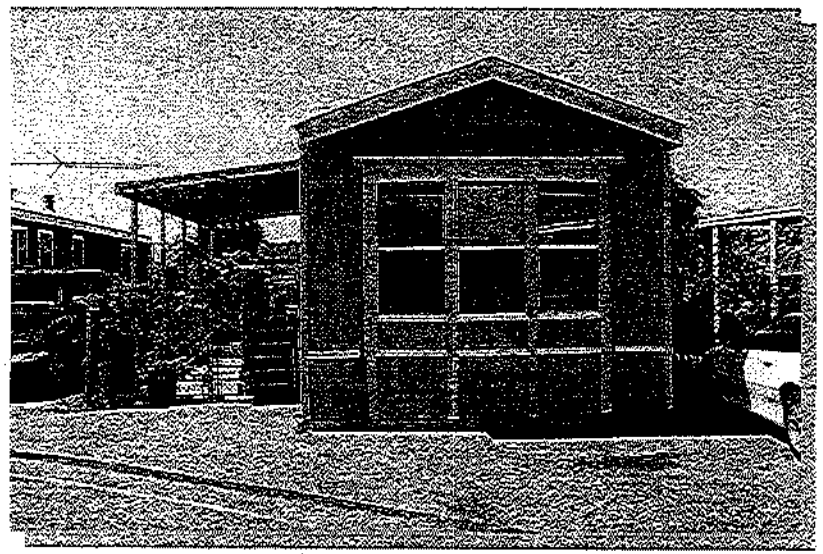
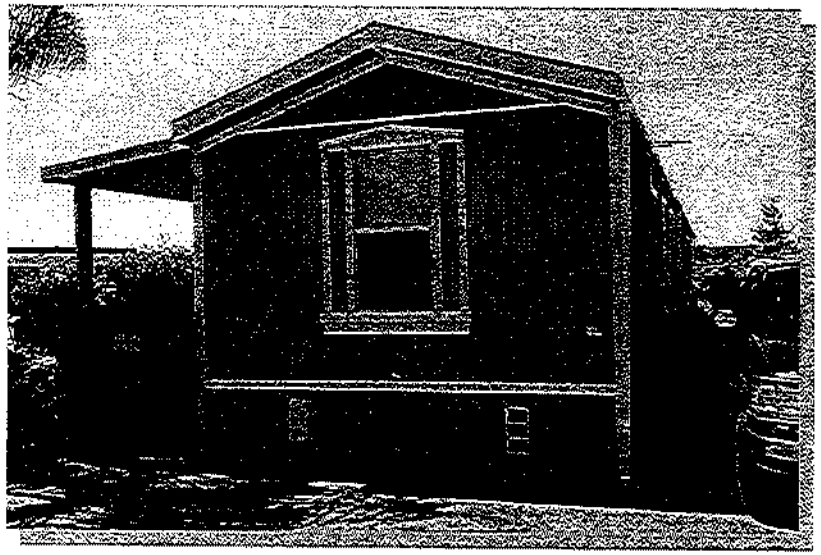
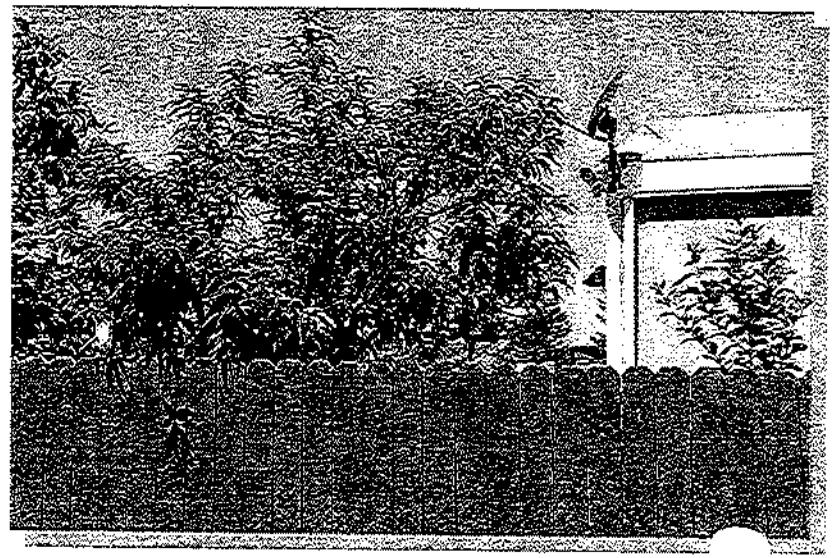
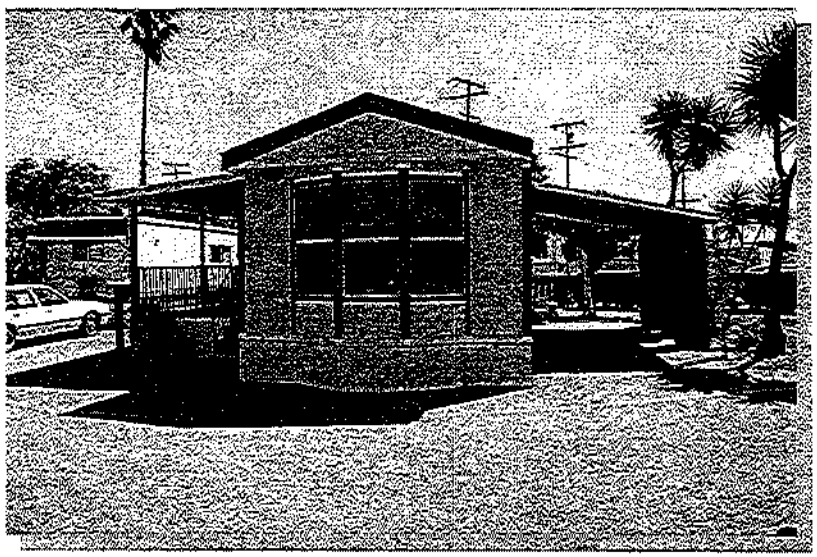


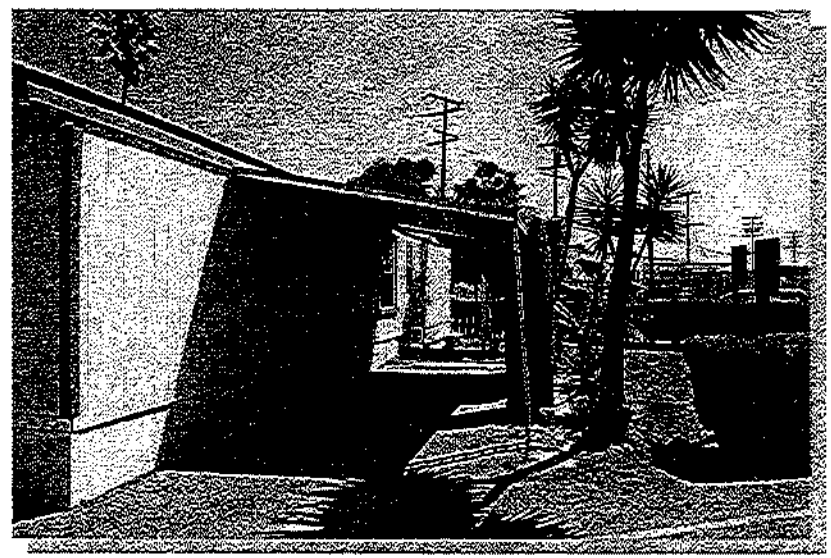
50 Surrey Circle

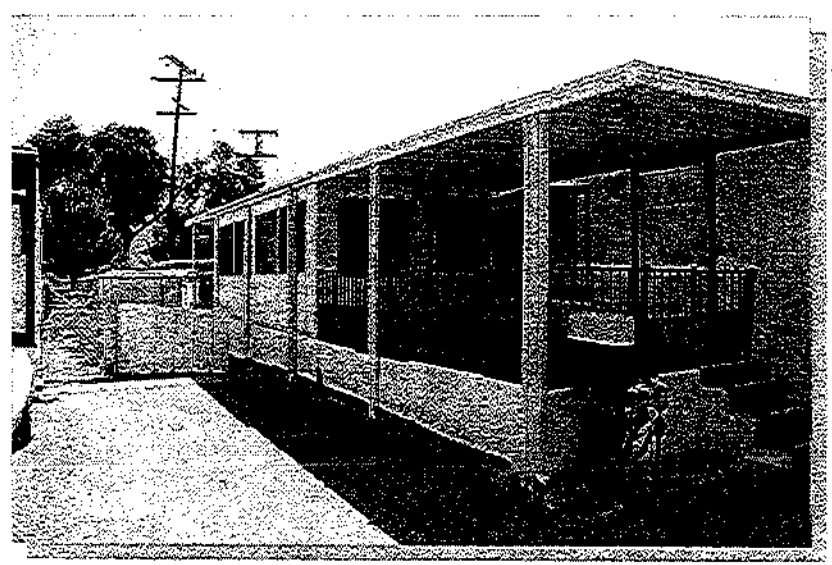




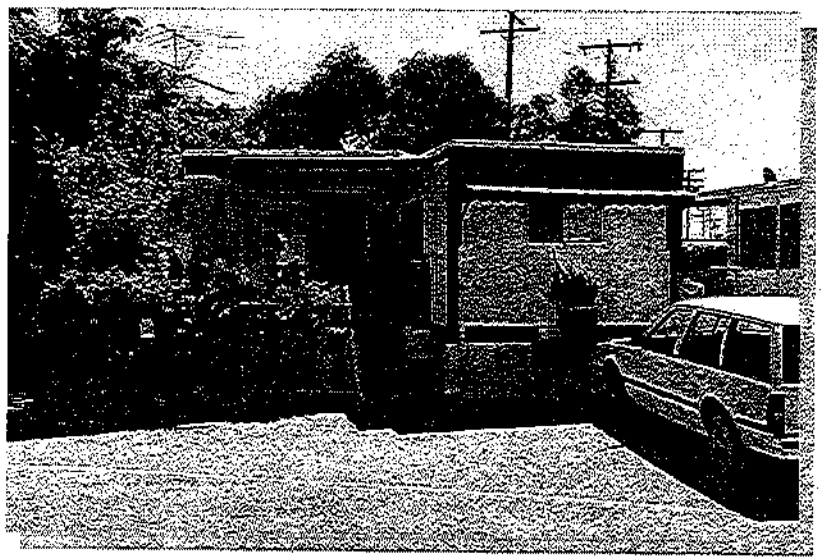
51 Surrey Circle



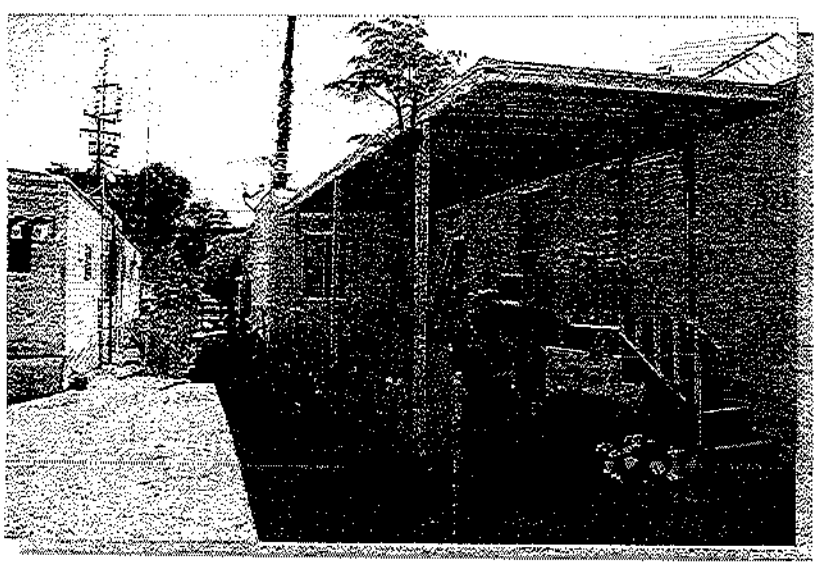




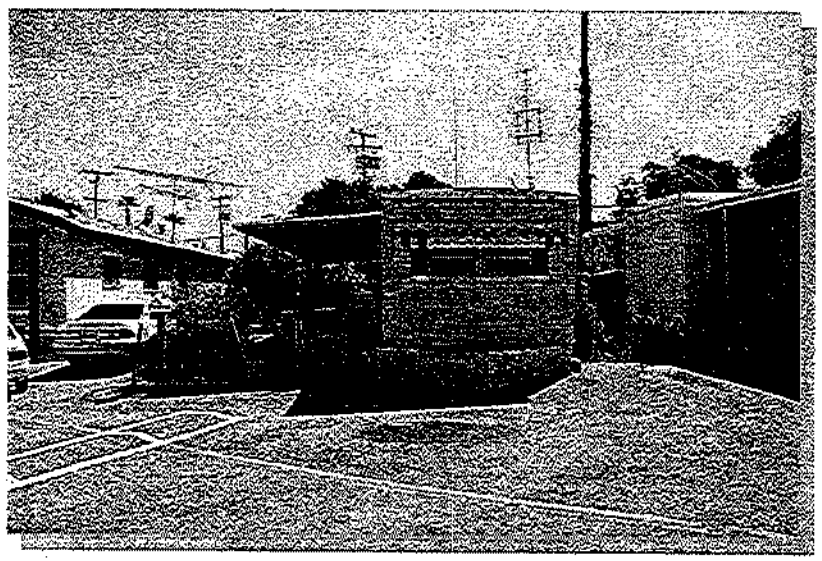
52 Surrey Circle

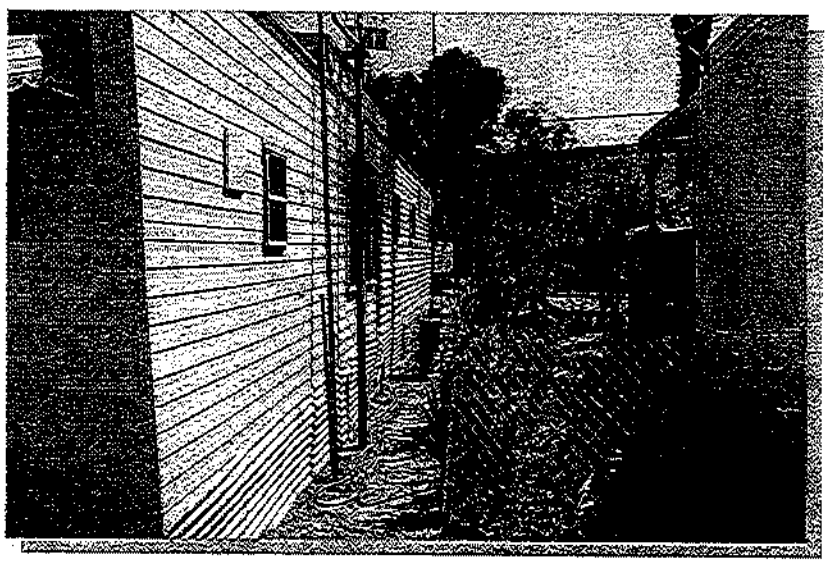


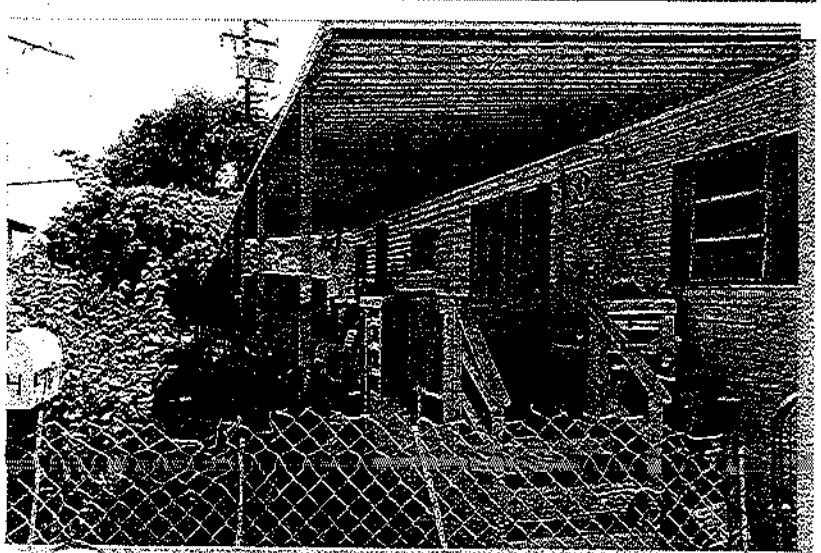
53 Surrey Circle

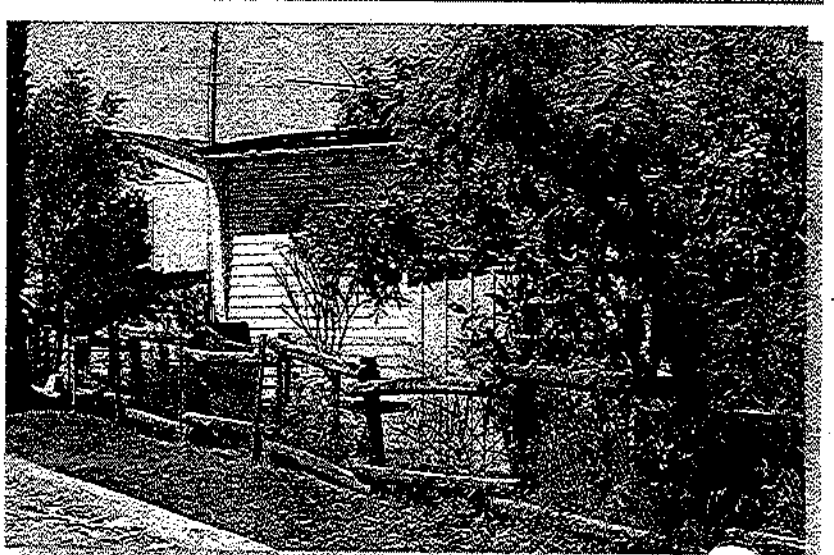


54 Surrey Circle









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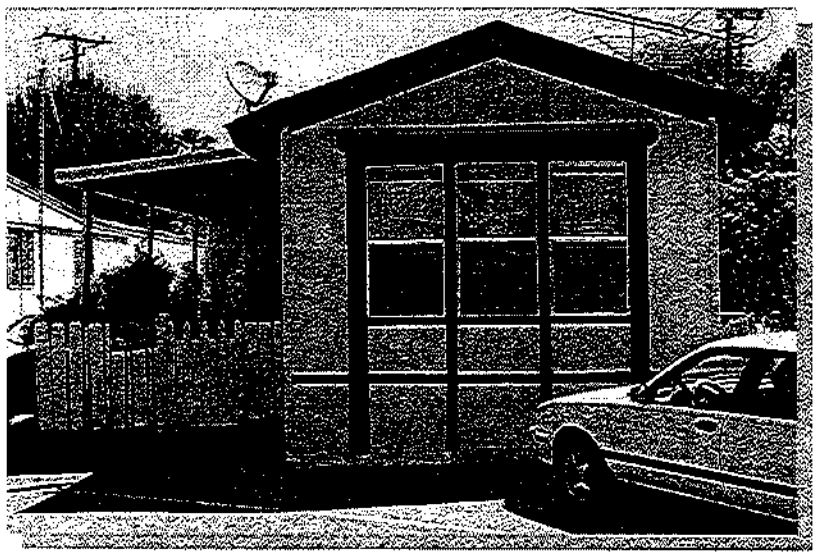
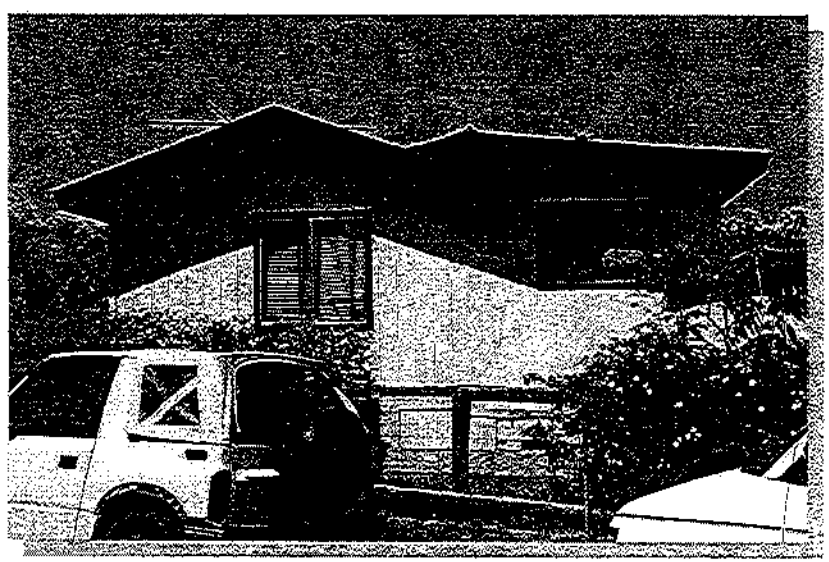
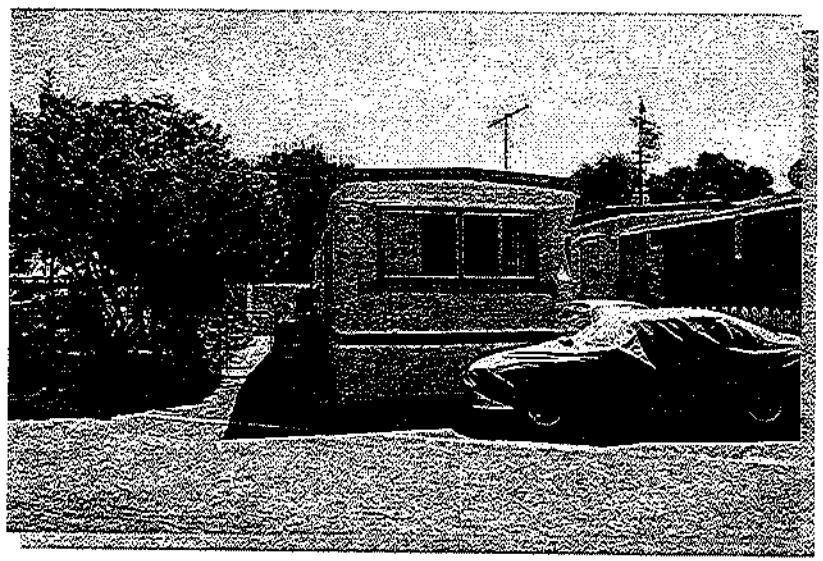
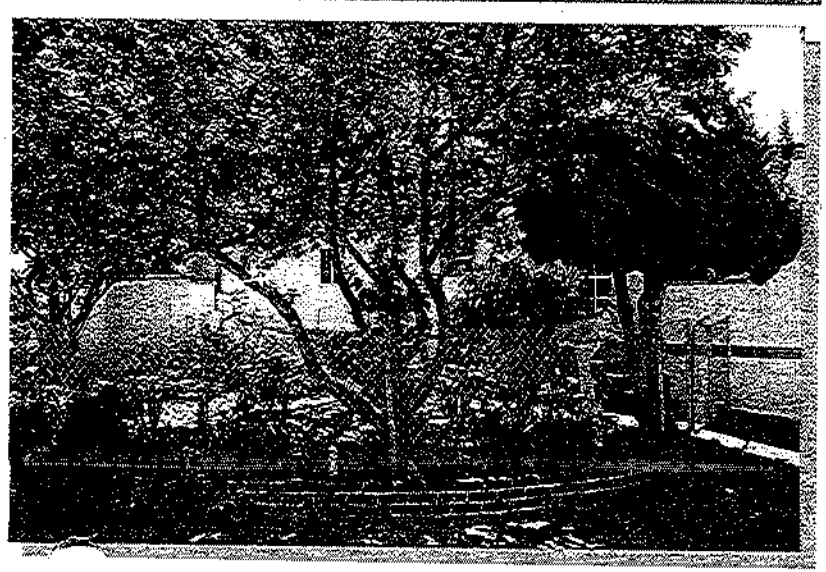


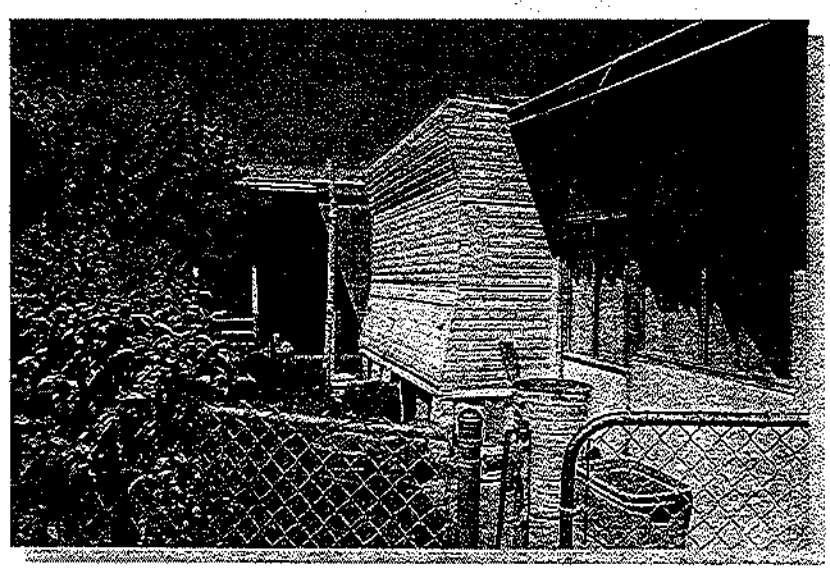


56 Surrey Circle

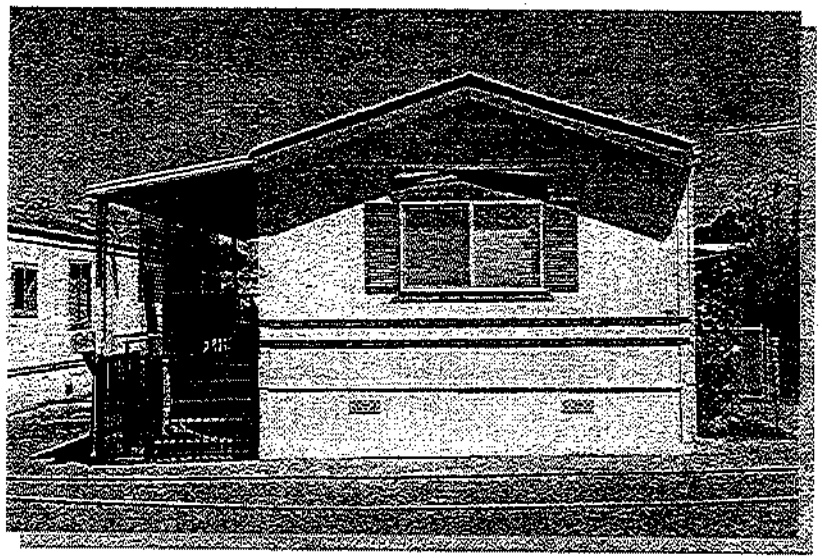


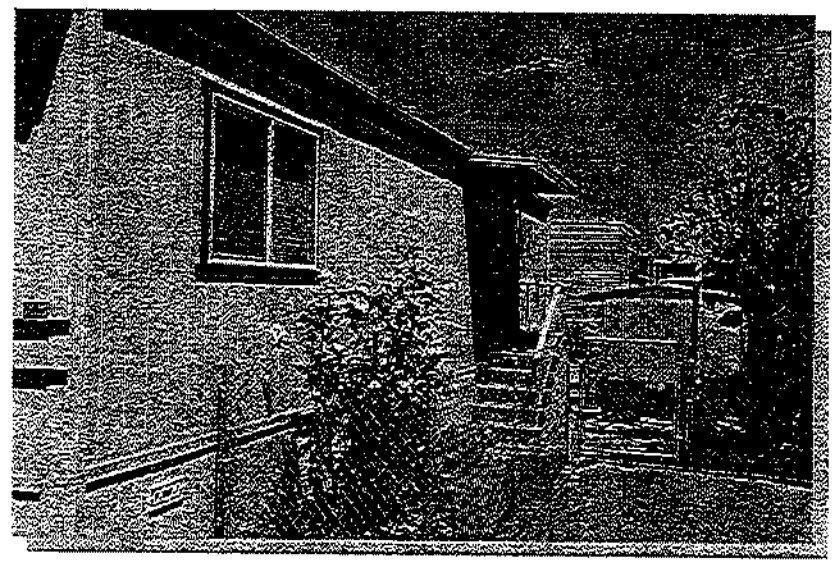


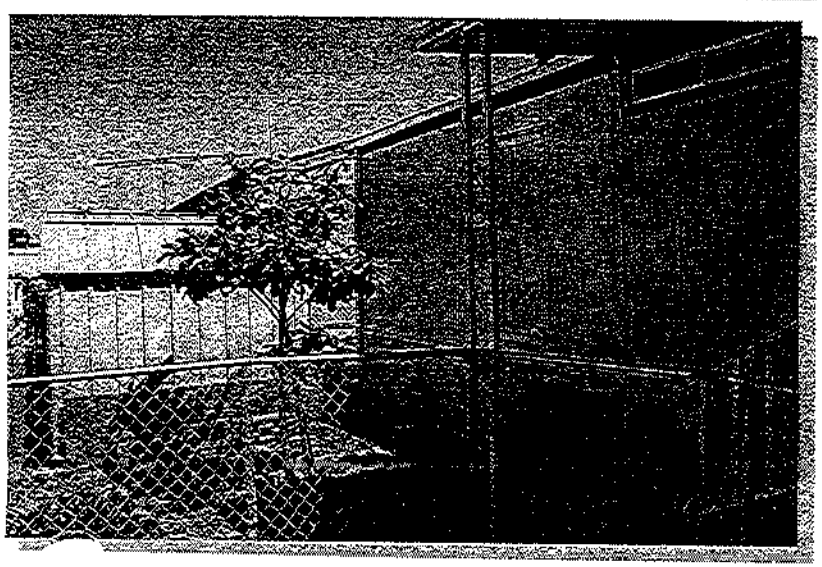
1 Petticoat Lane

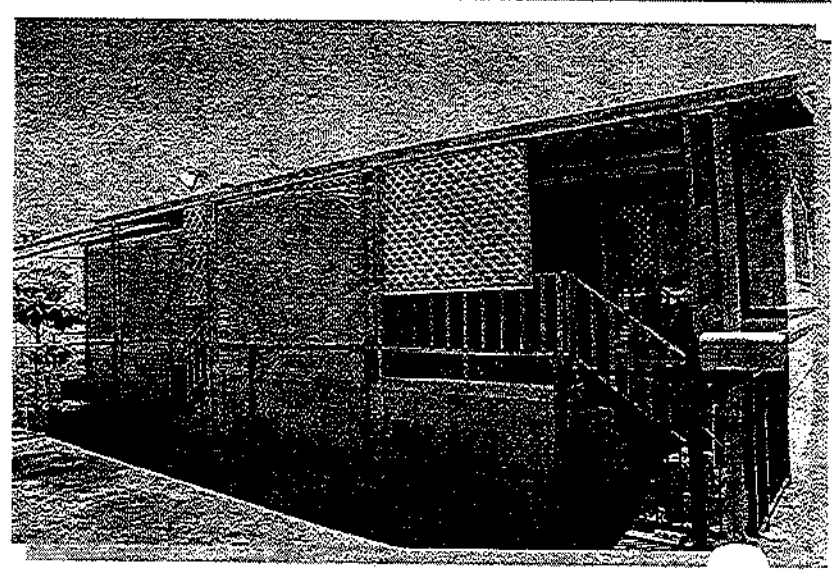


2 Petticoat Lane









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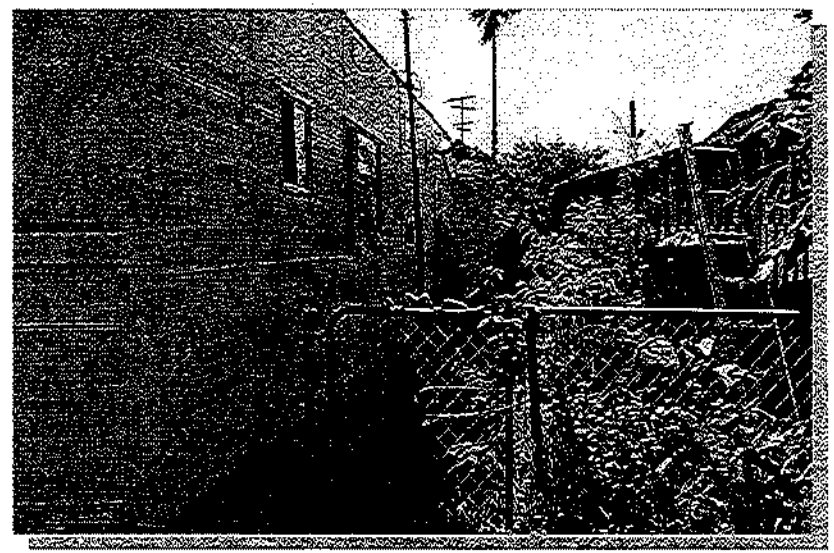

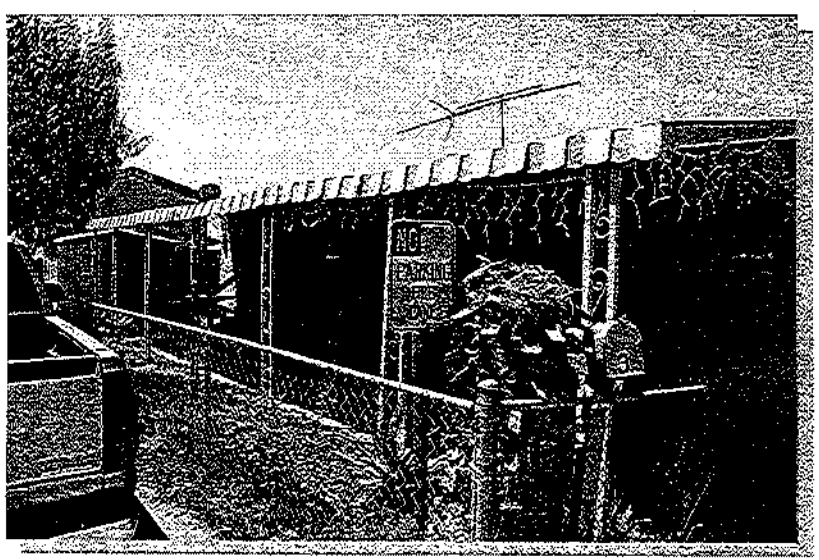

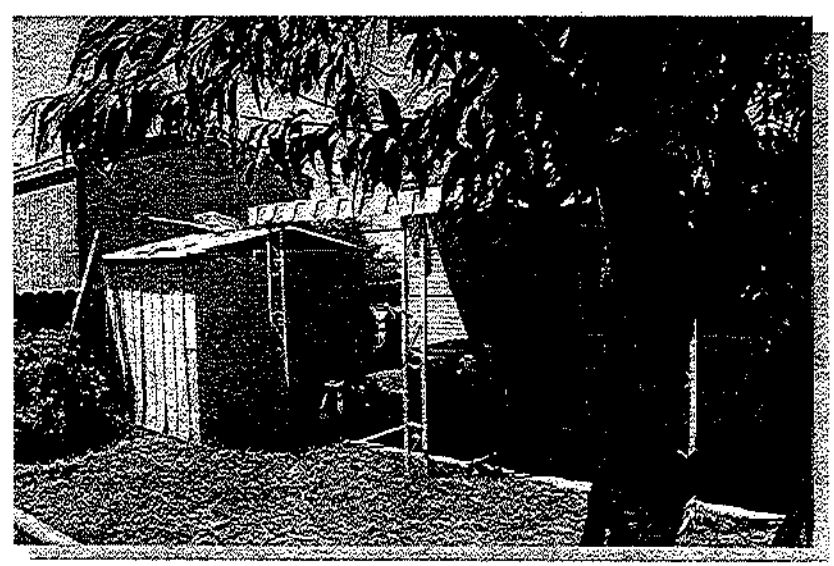

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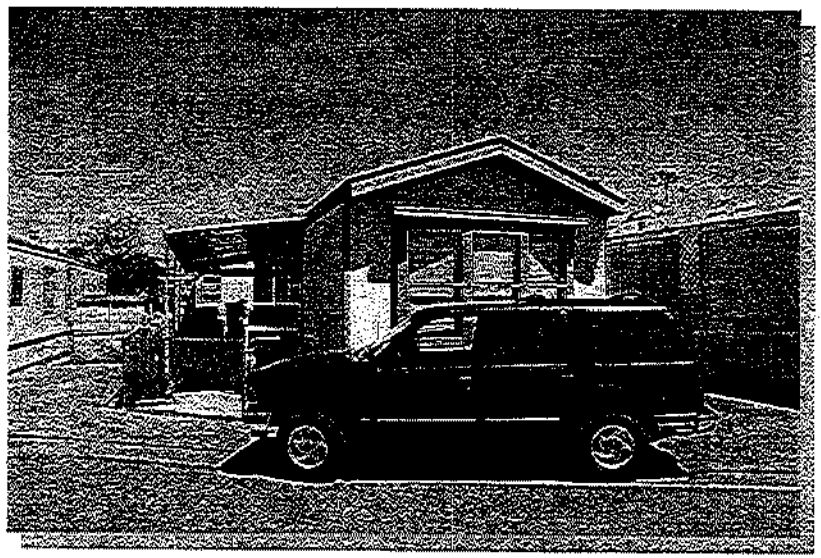

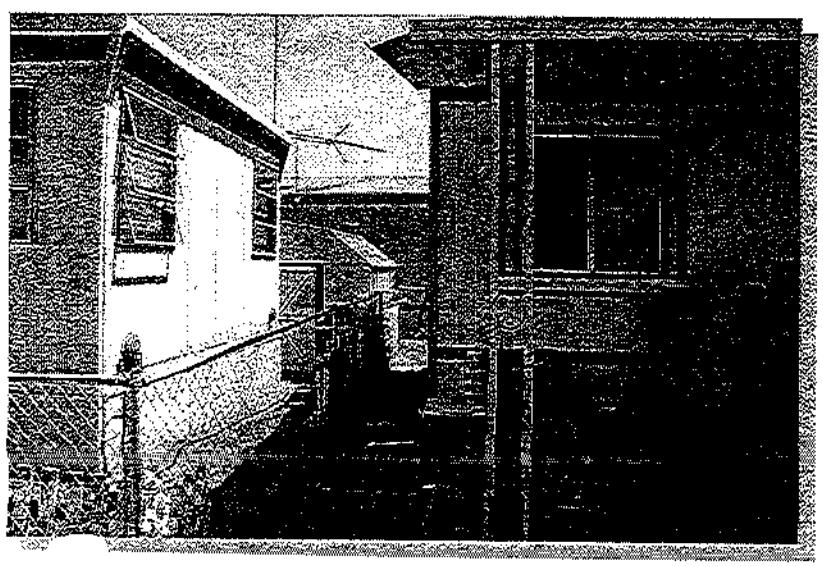

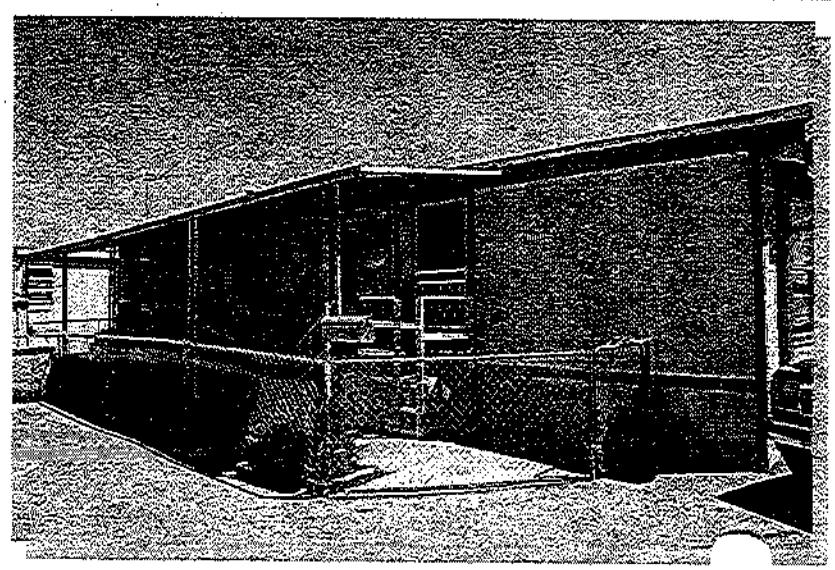

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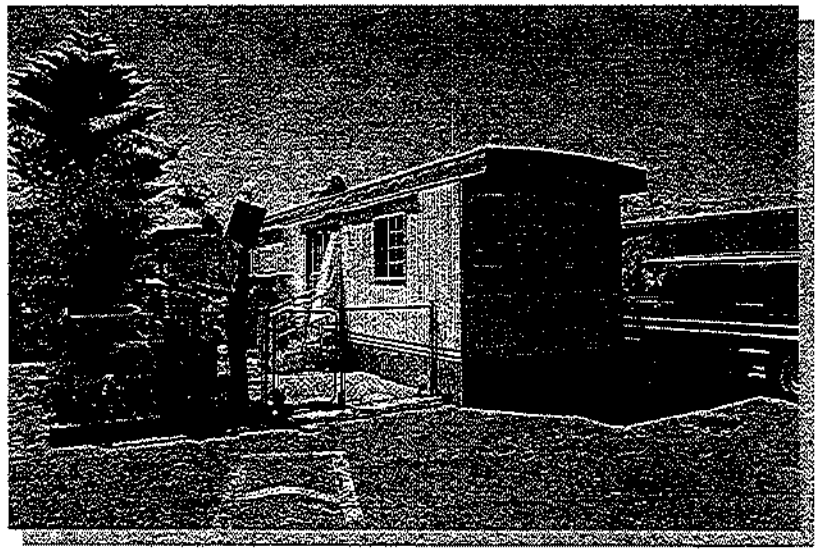
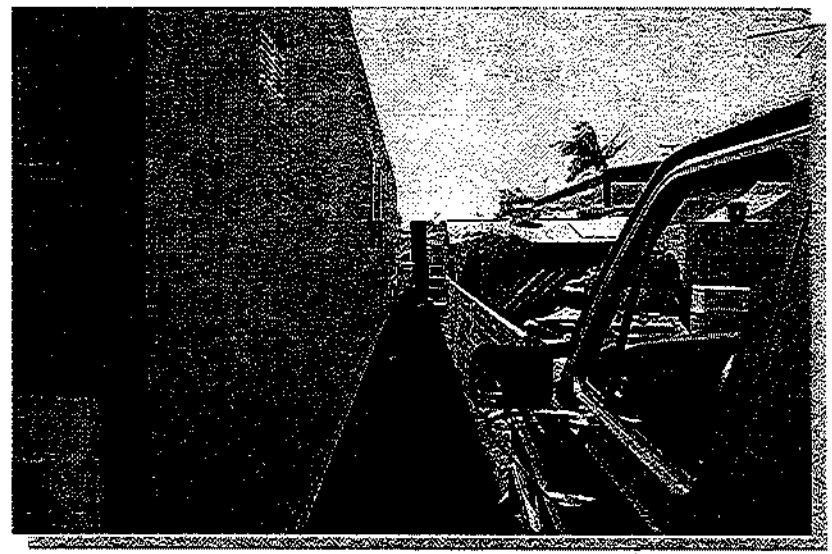
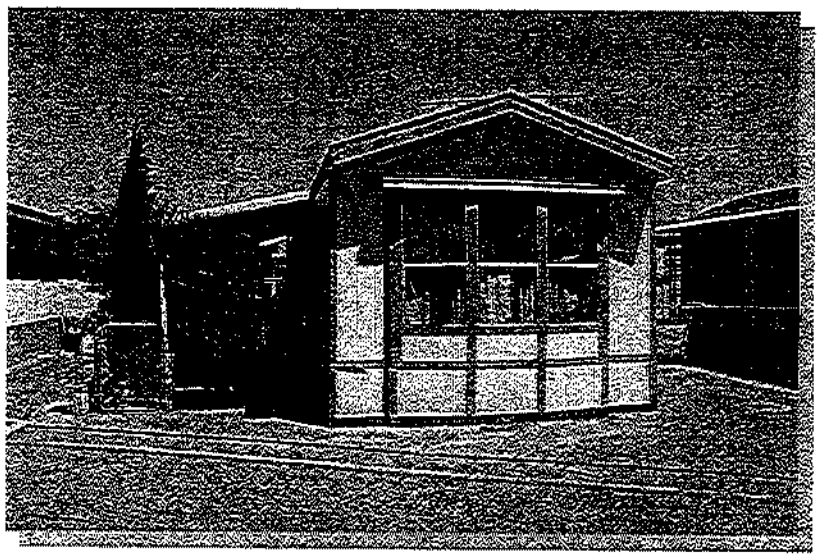
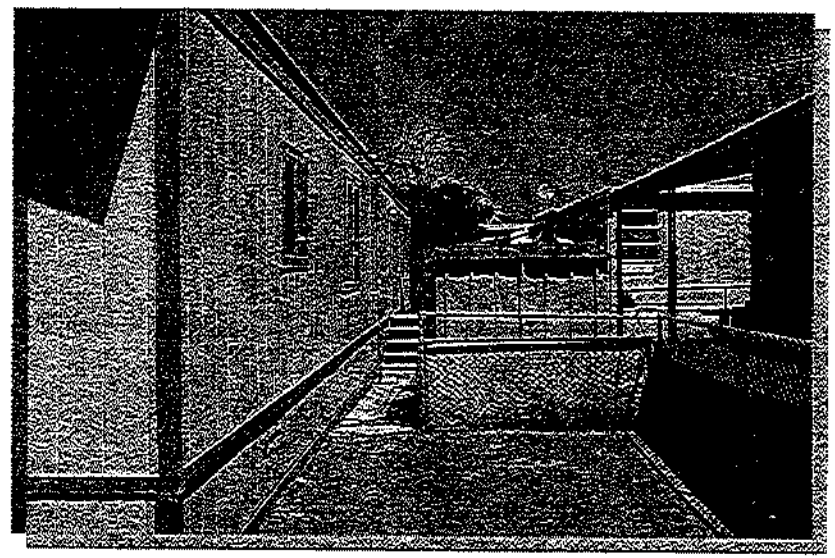
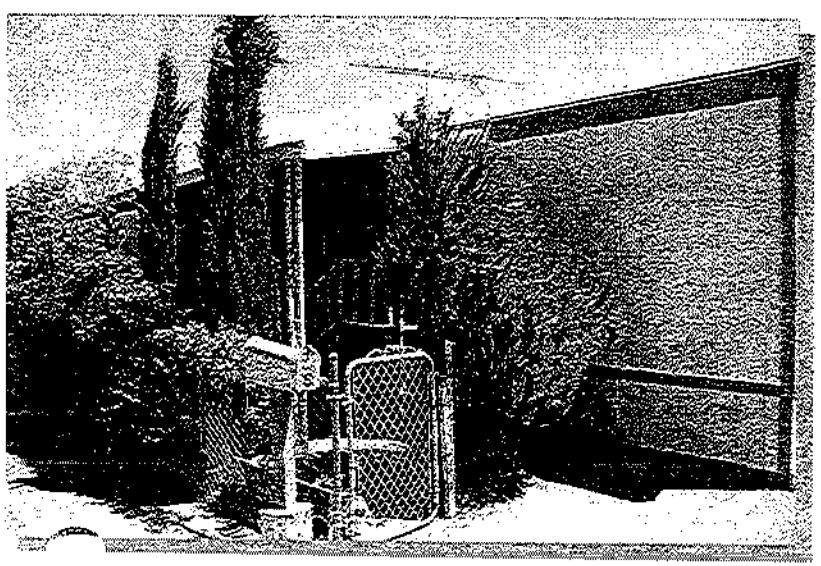




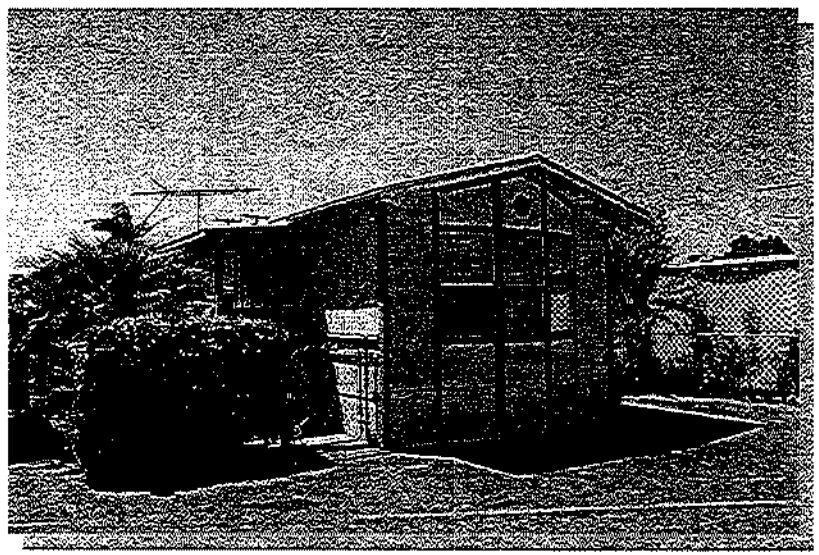
6 Petticoat Lane

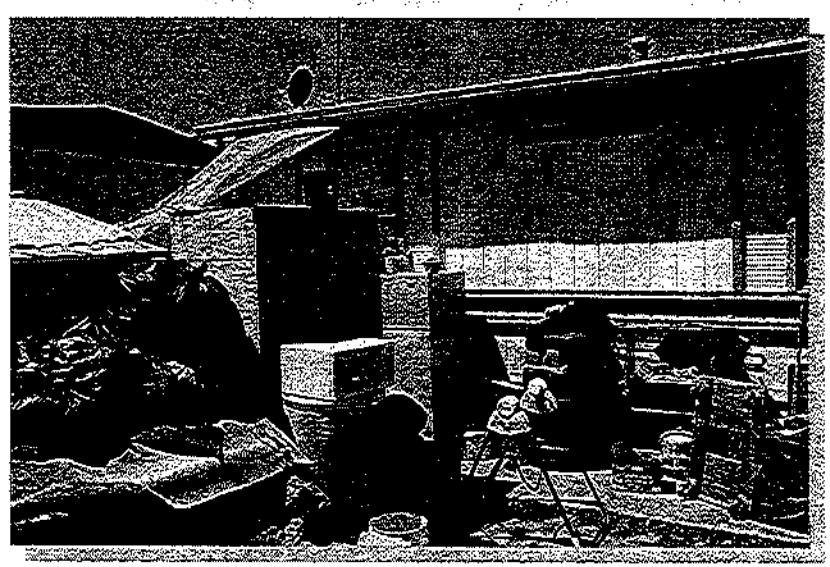




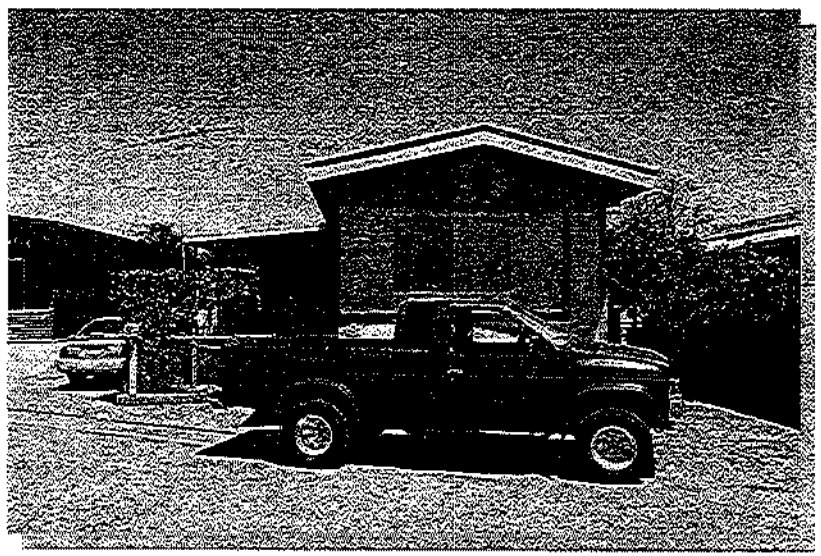


7 Petticoat Lane

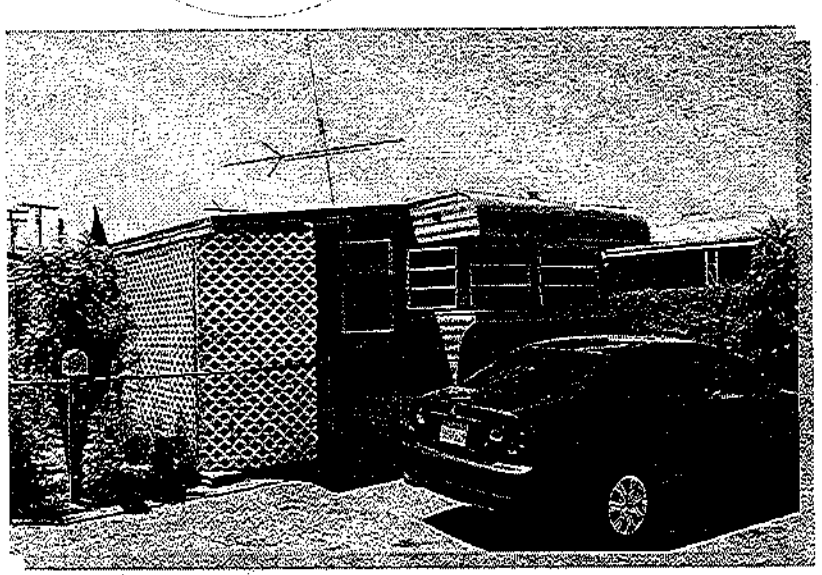


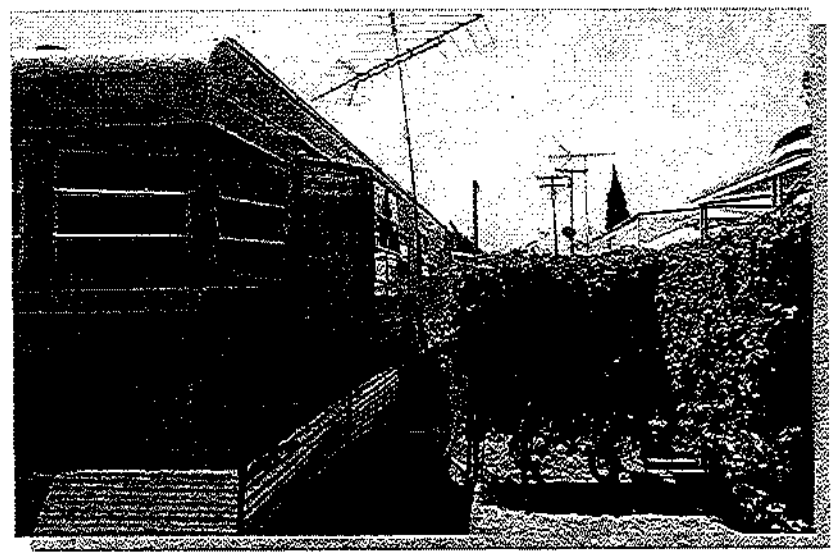


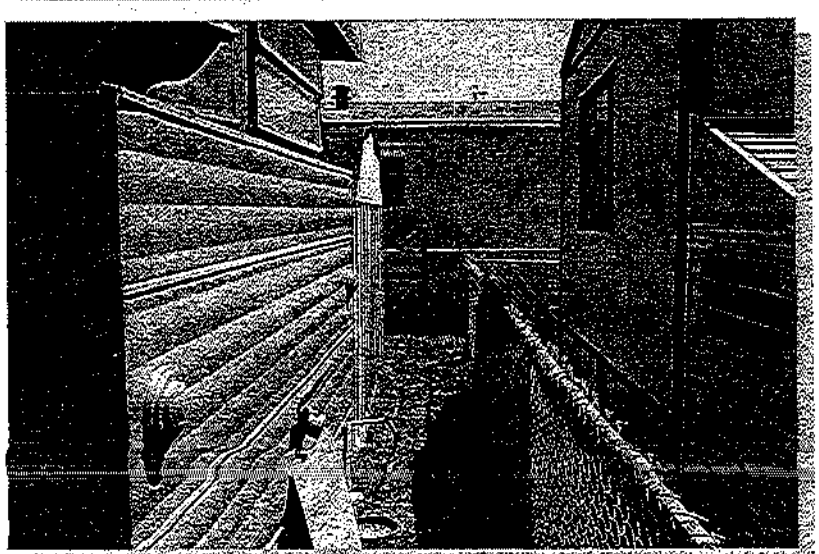
8 Petticoat Lane

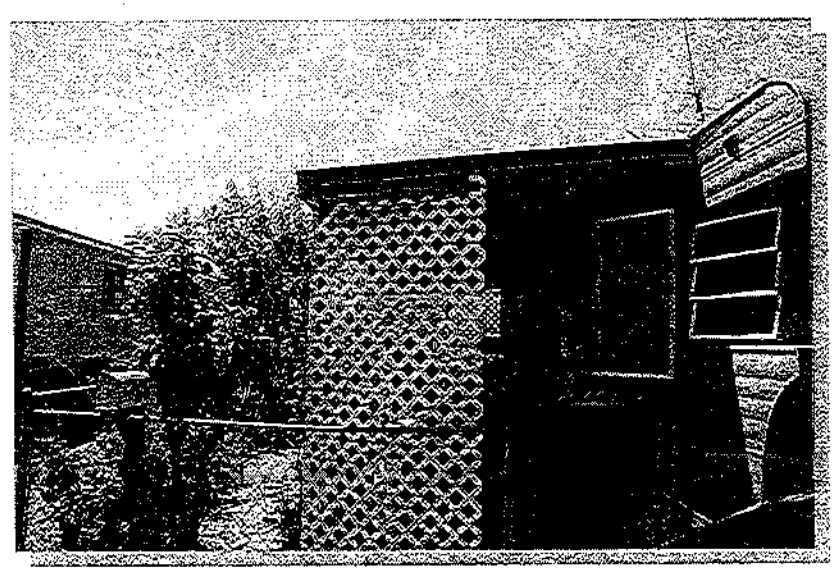


9 Petticoat Lane

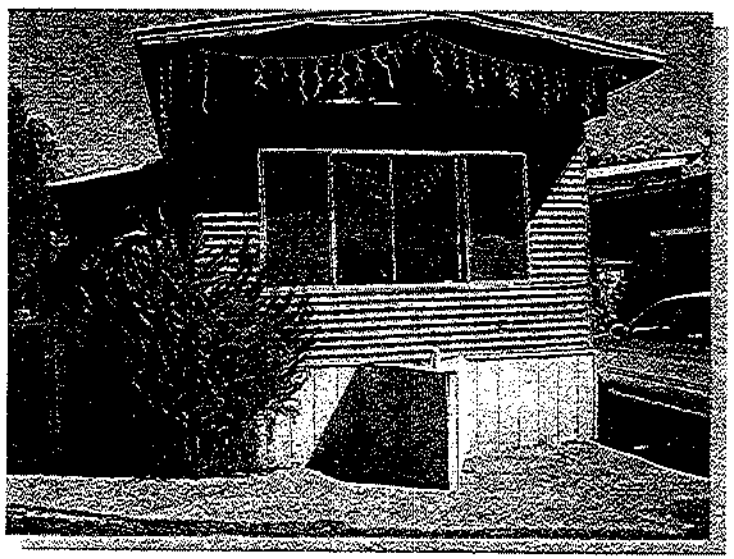


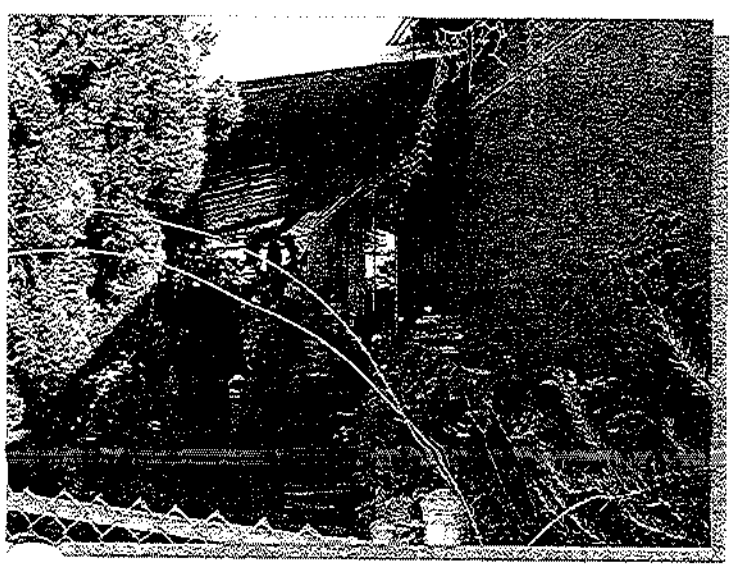


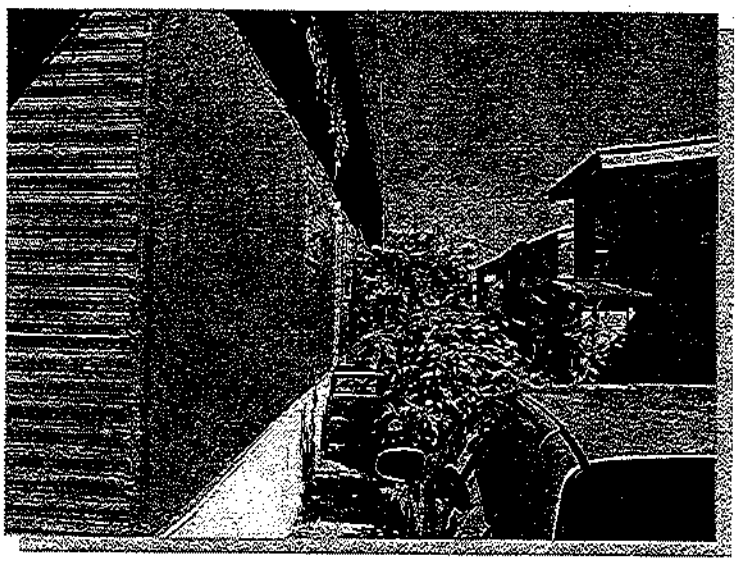




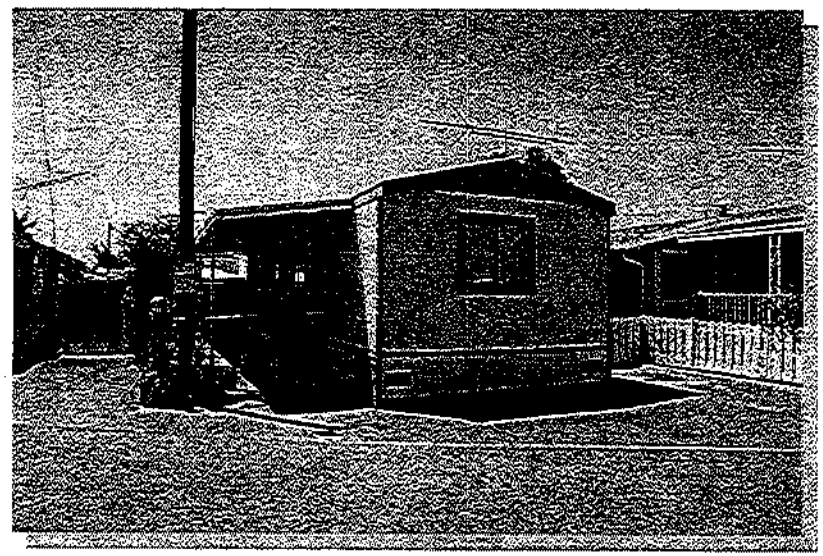
10 Petticoat Lane

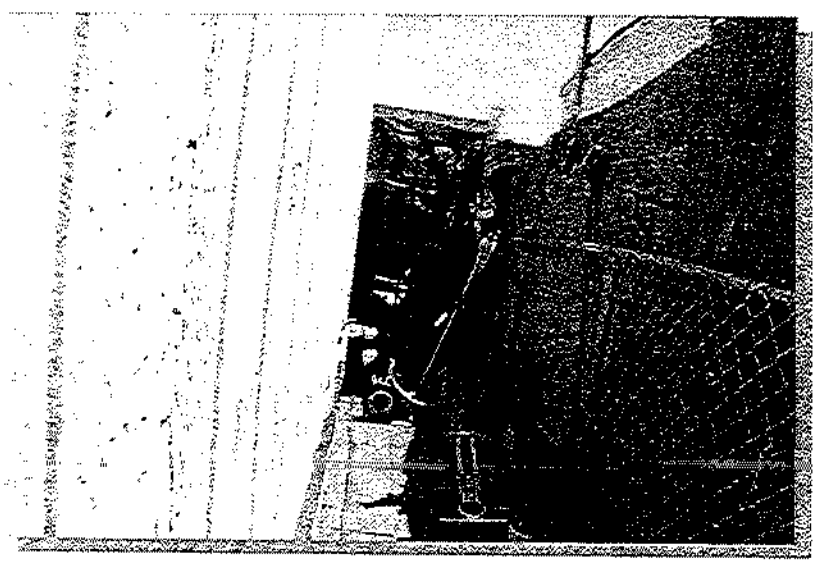


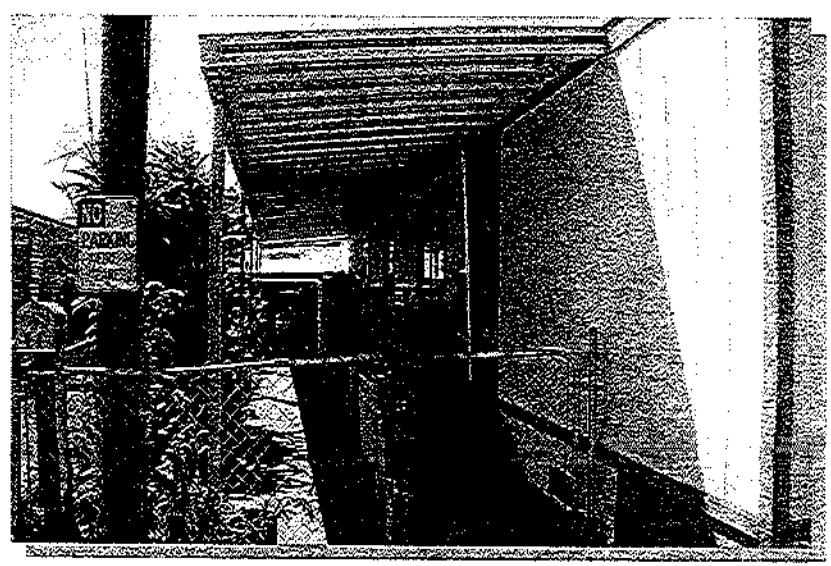




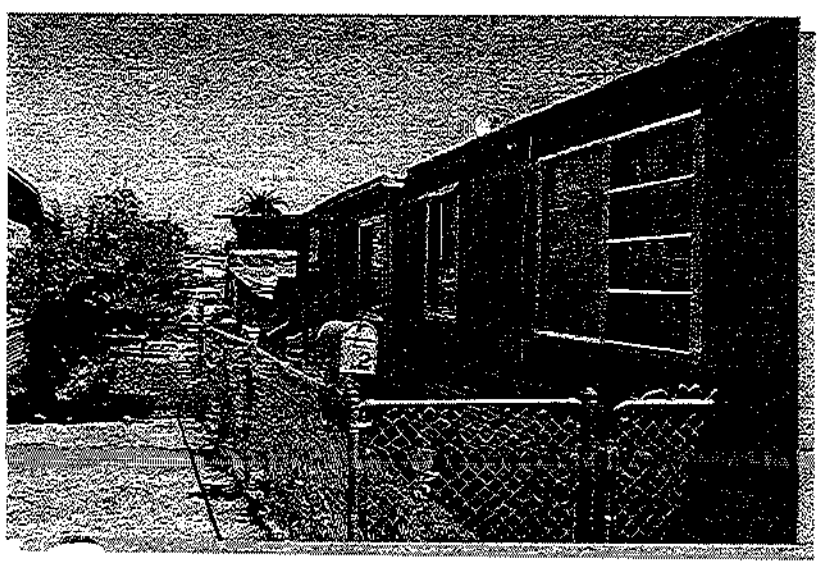
11 Petticoat Lane

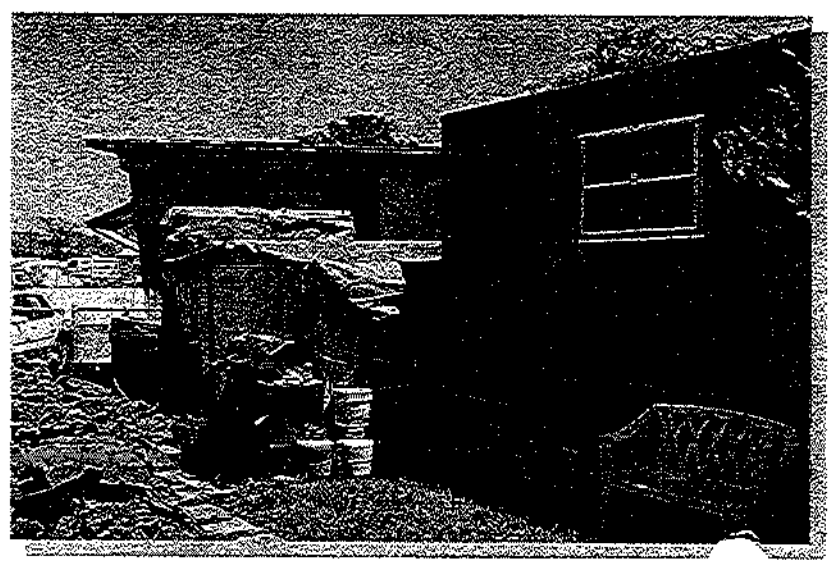




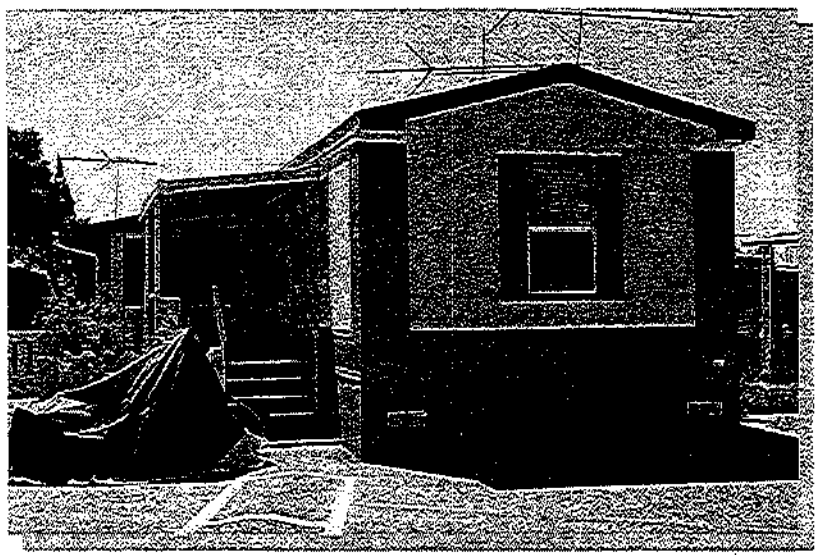


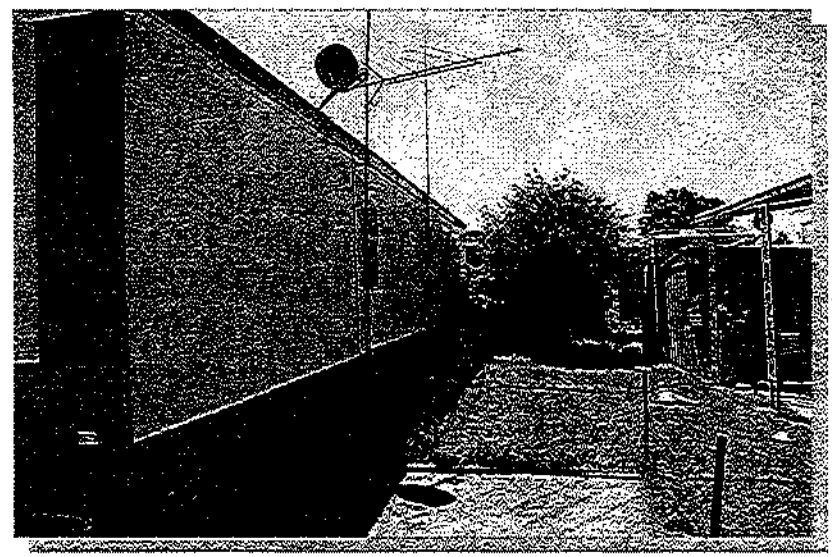
12 Petticoat Lane

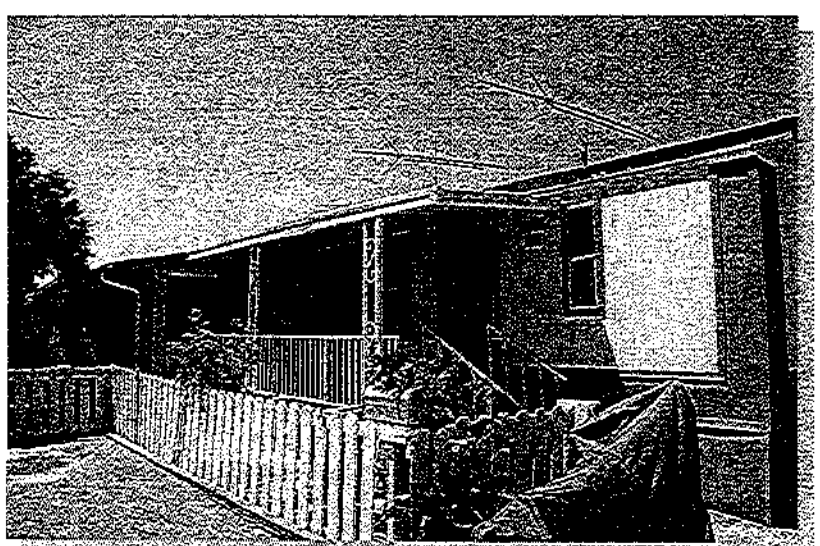




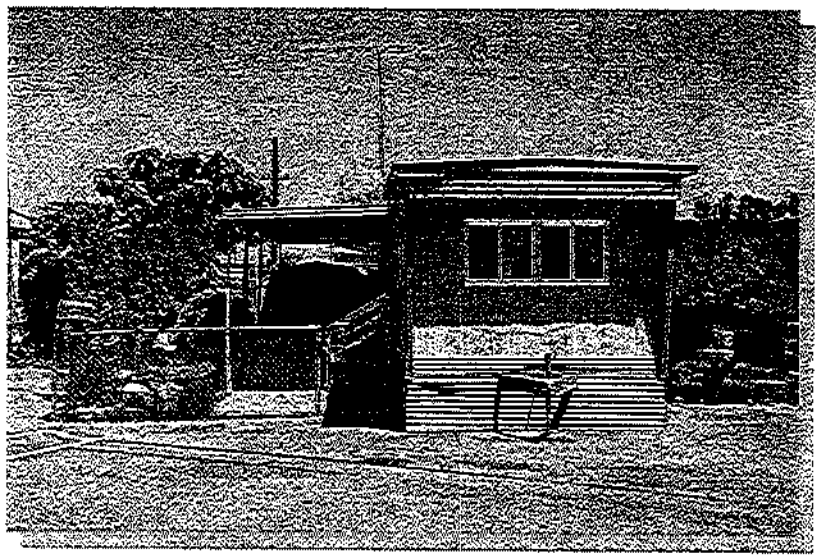
13 Petticoat Lane

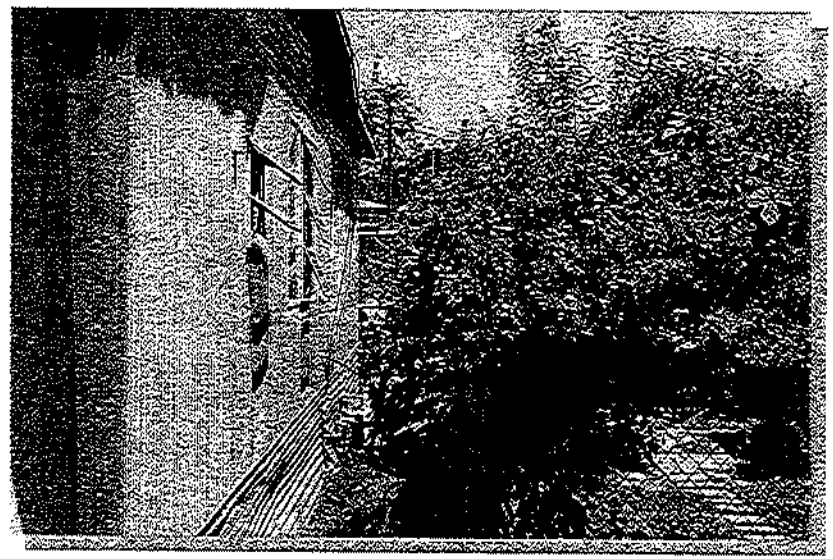


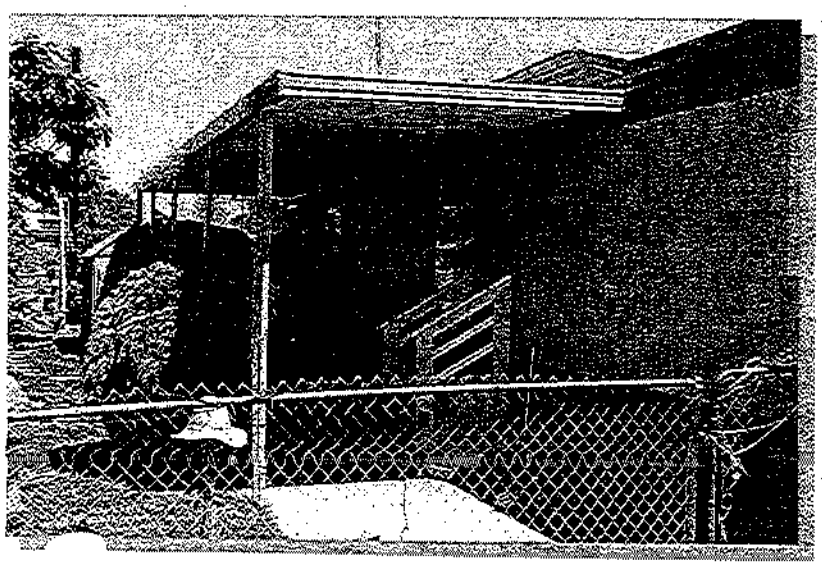


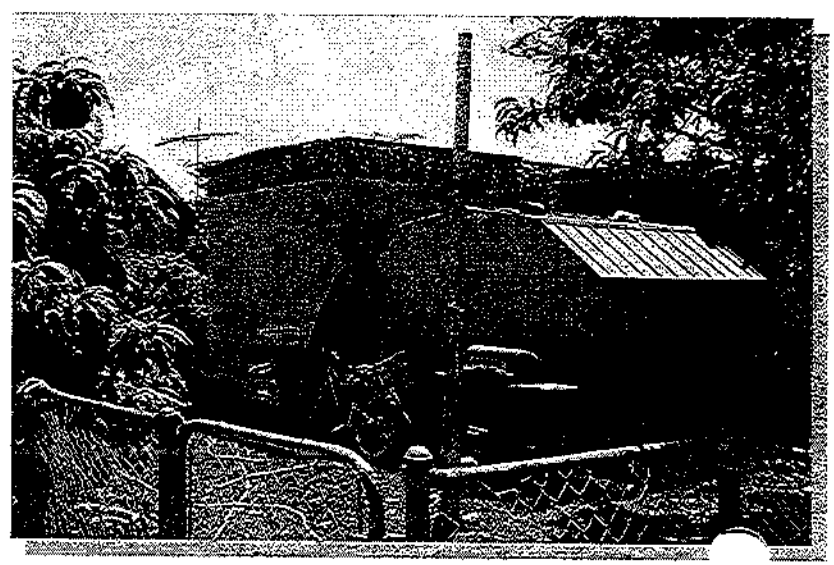


14 Petticoat Lane

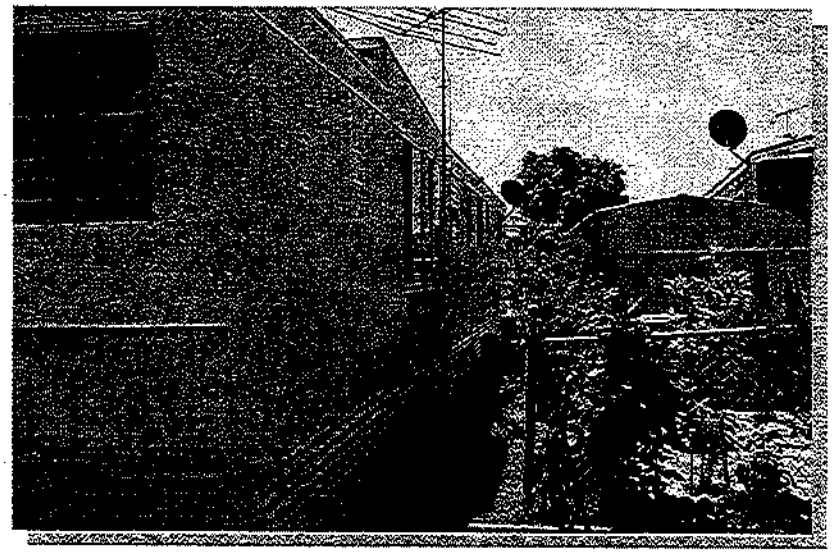


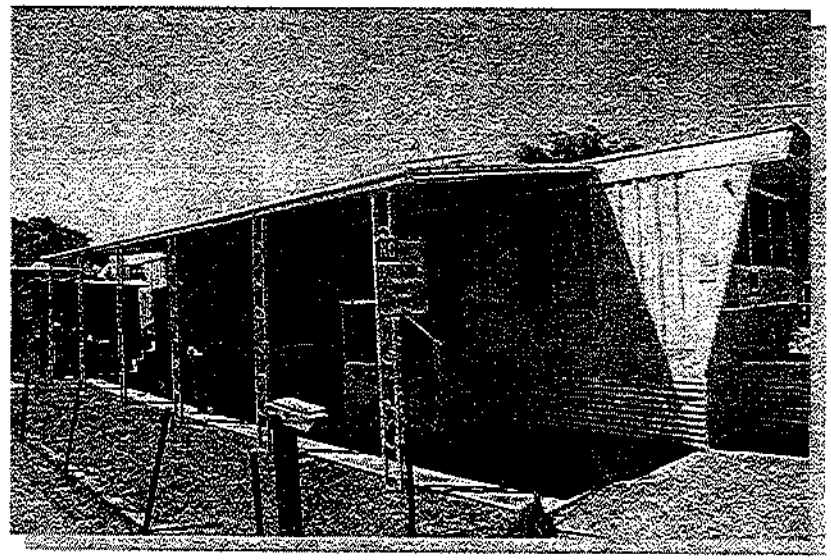




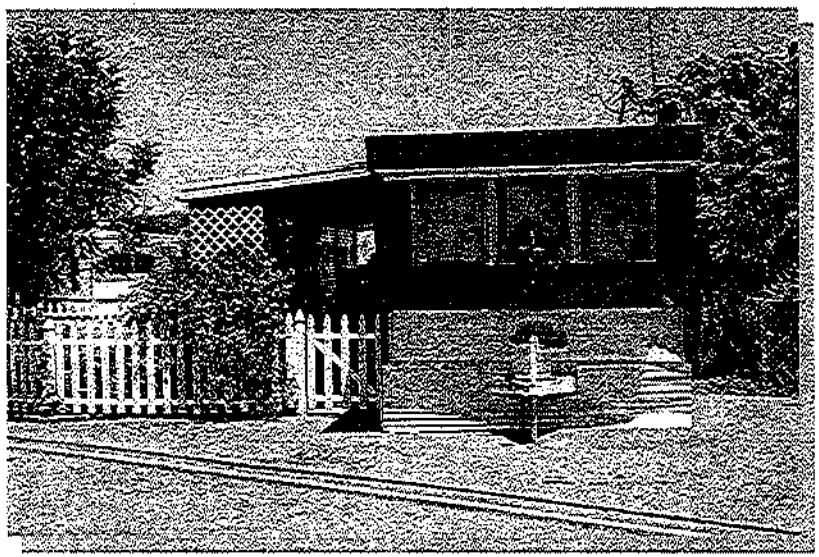


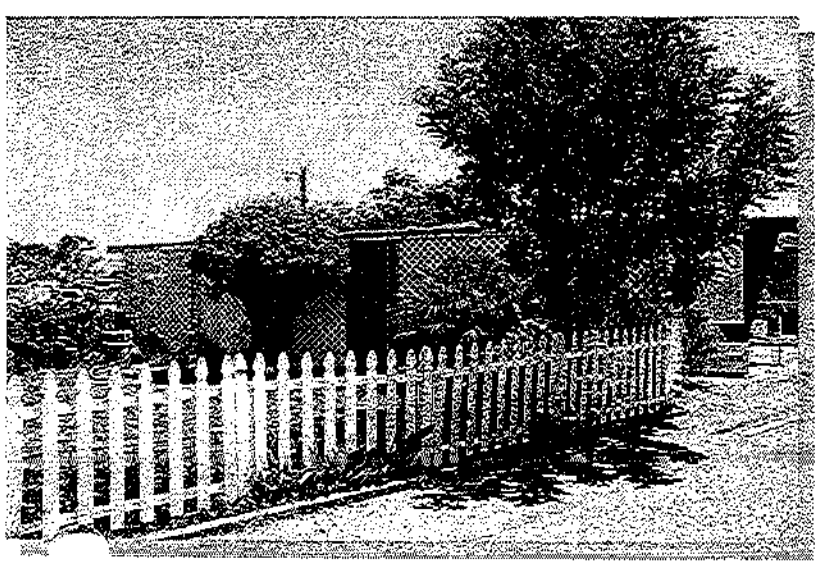
15 Petticoat Lane

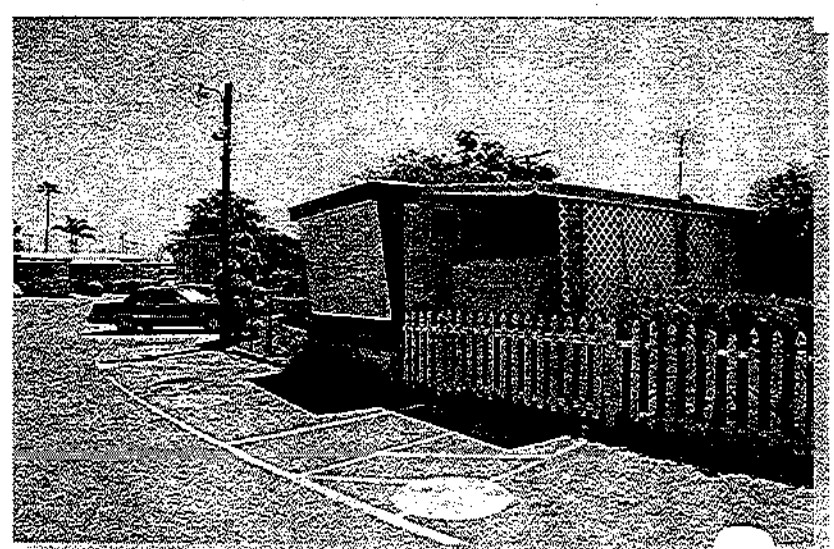




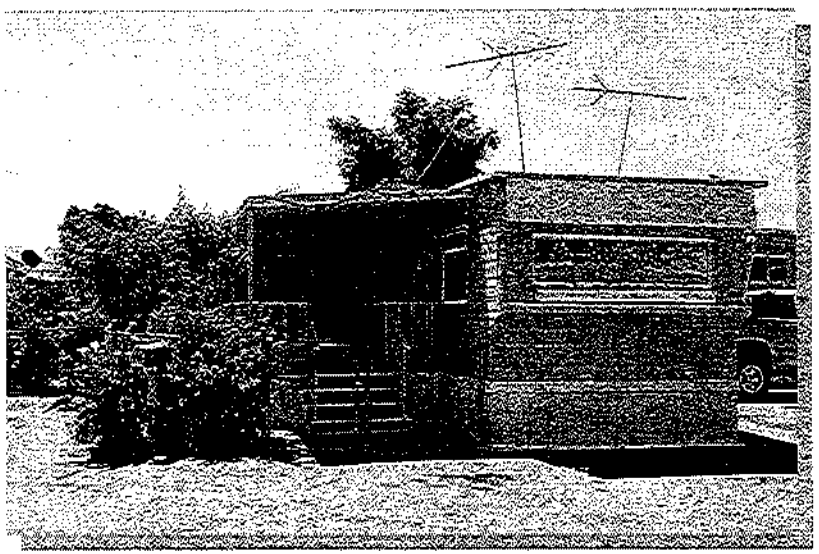
16 Petticoat Lane

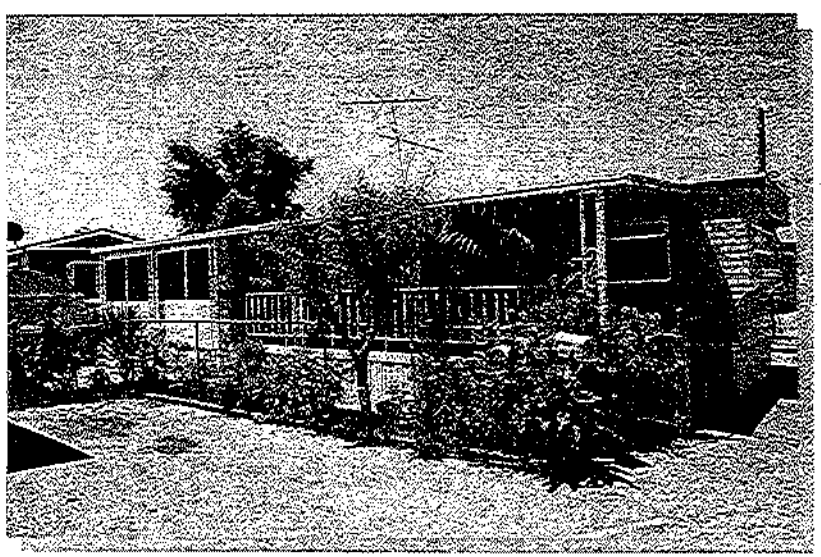


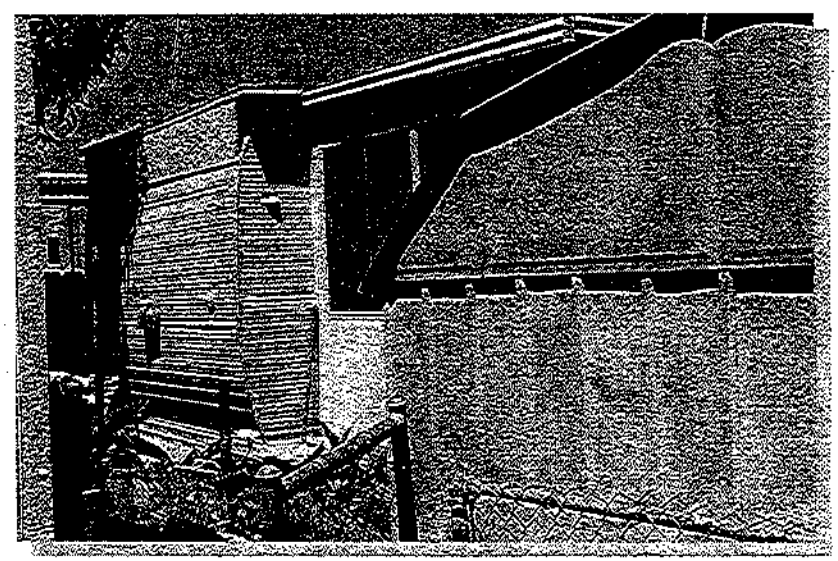




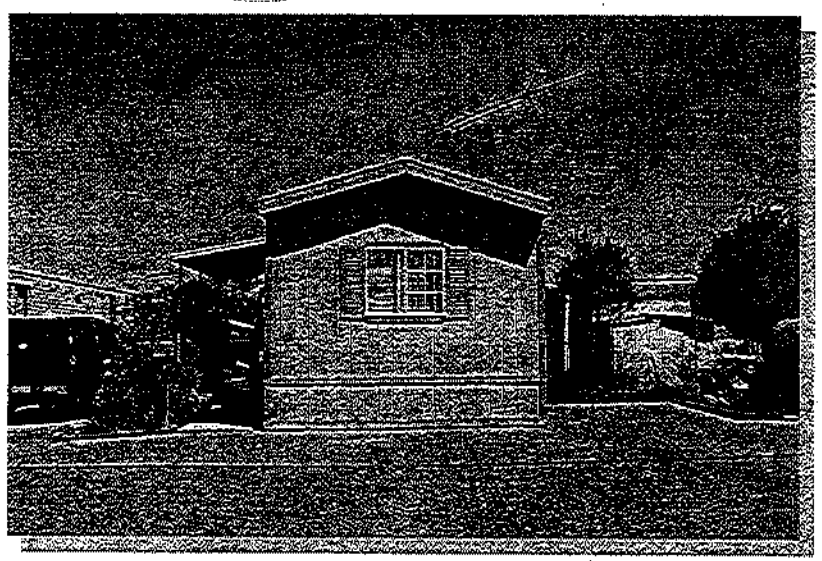
17 Petticoat Lane

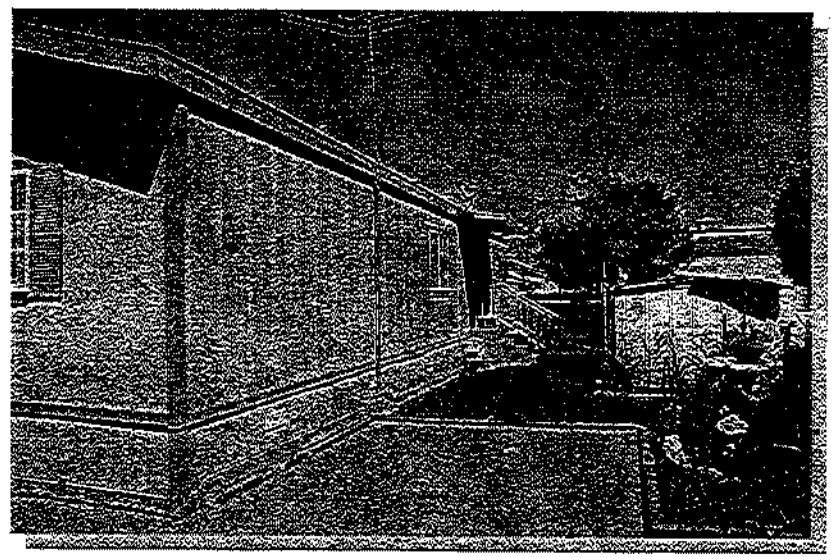


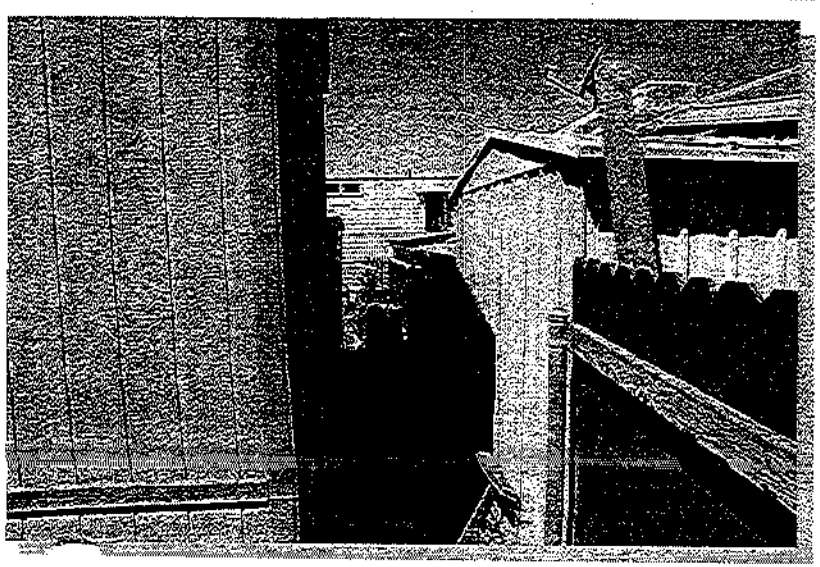


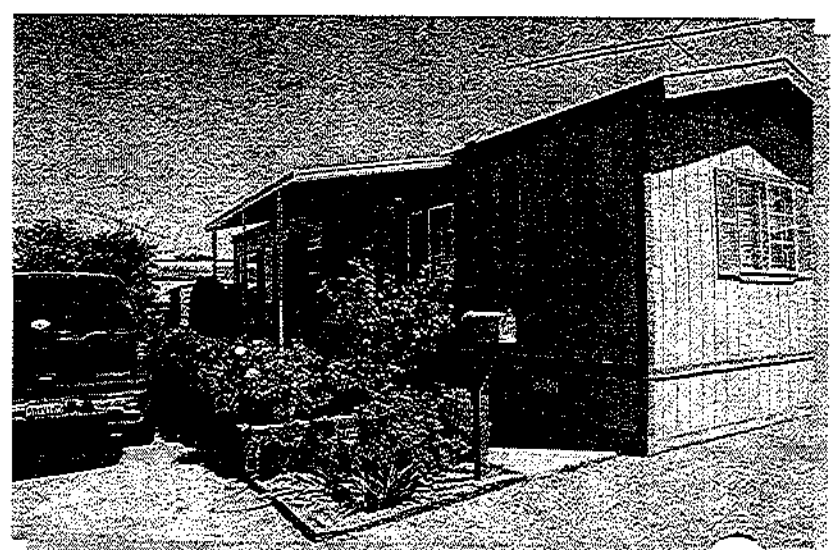


1 Tuxedo Row

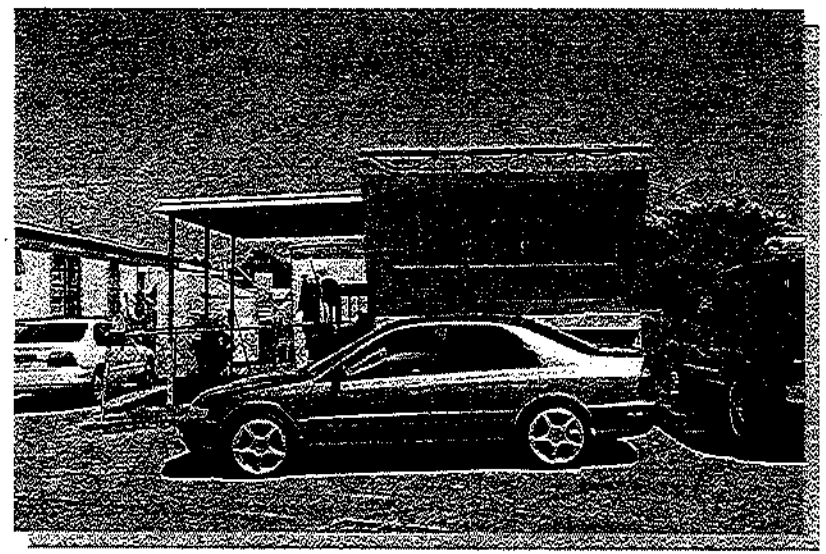


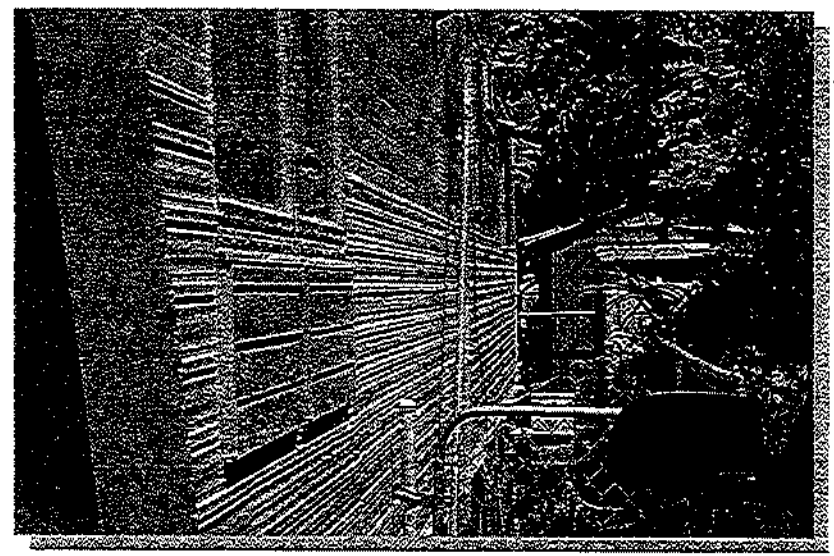


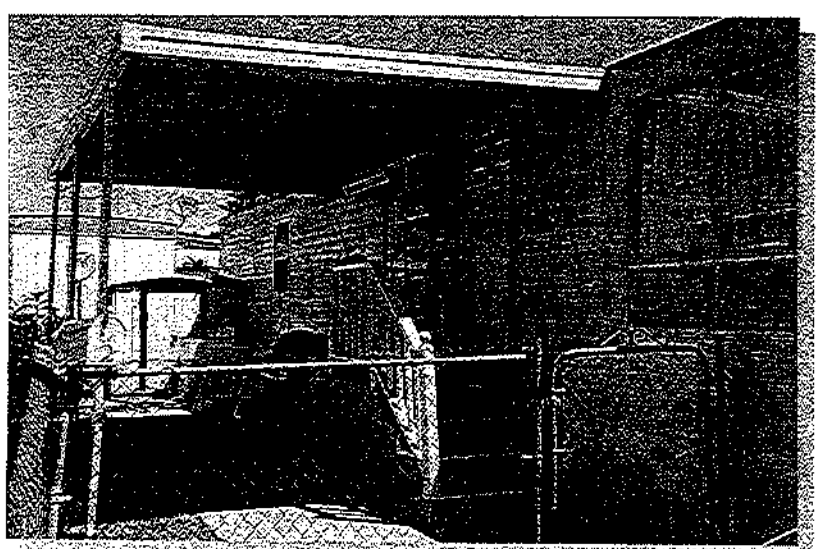


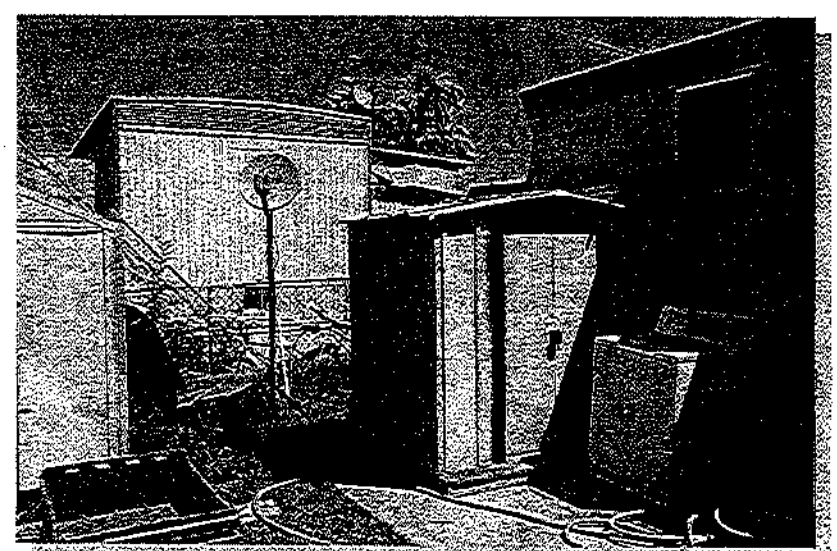


2 Tuxedo Row









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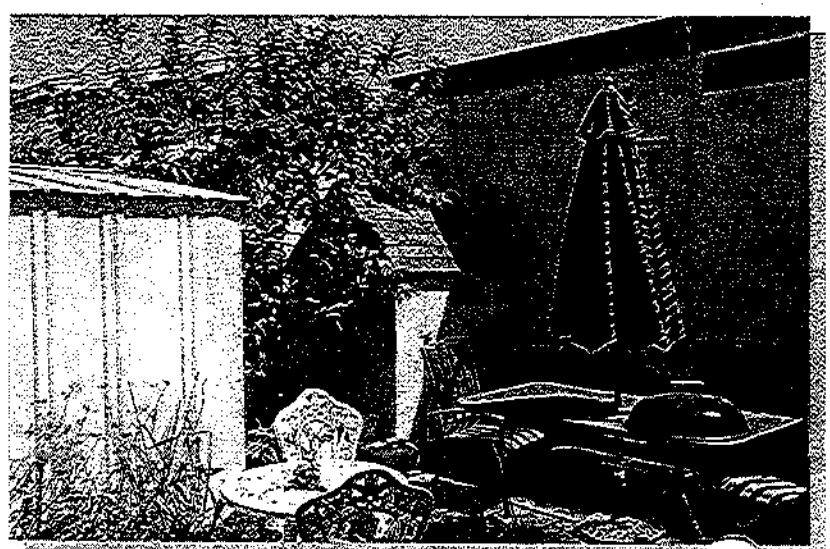

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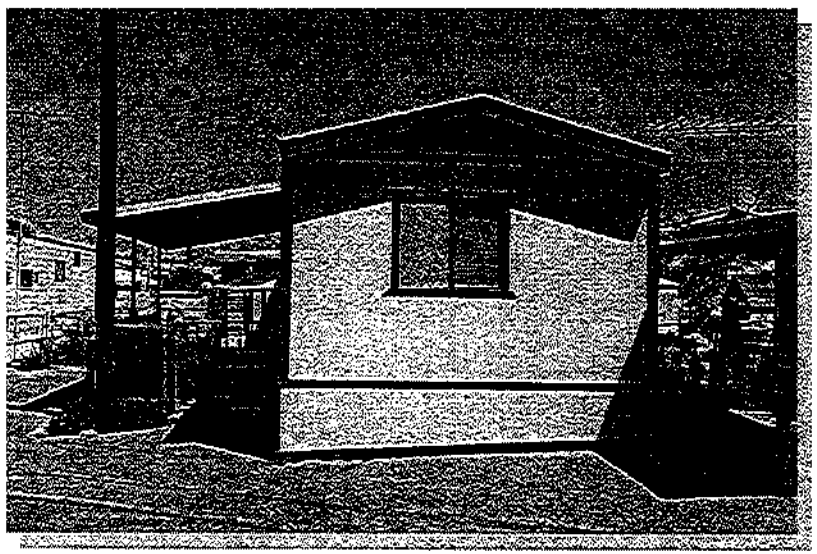

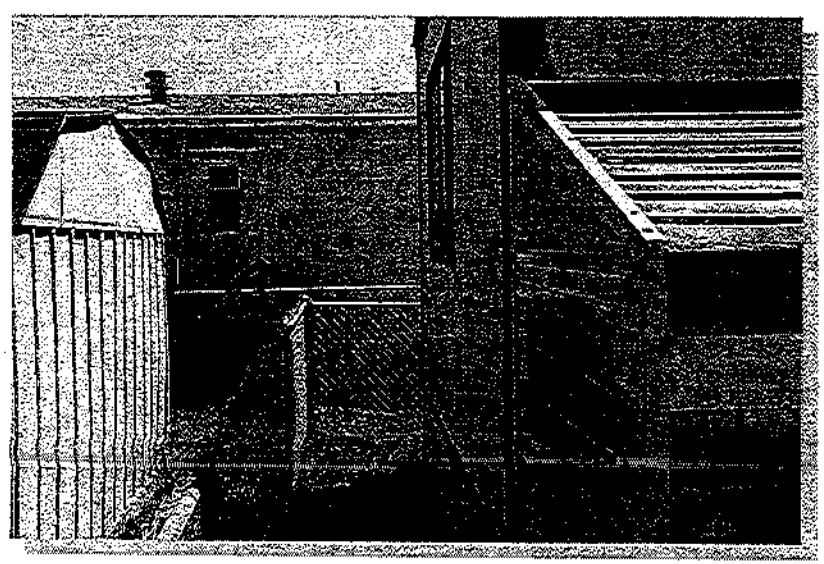

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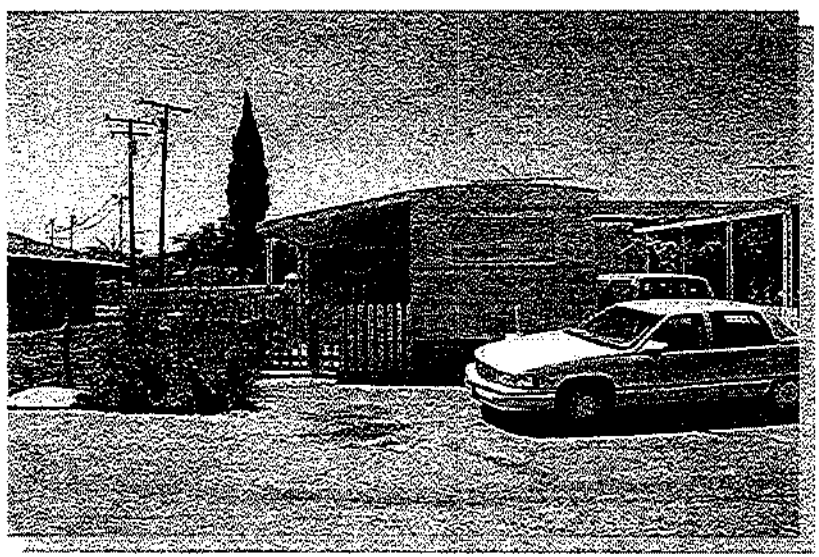

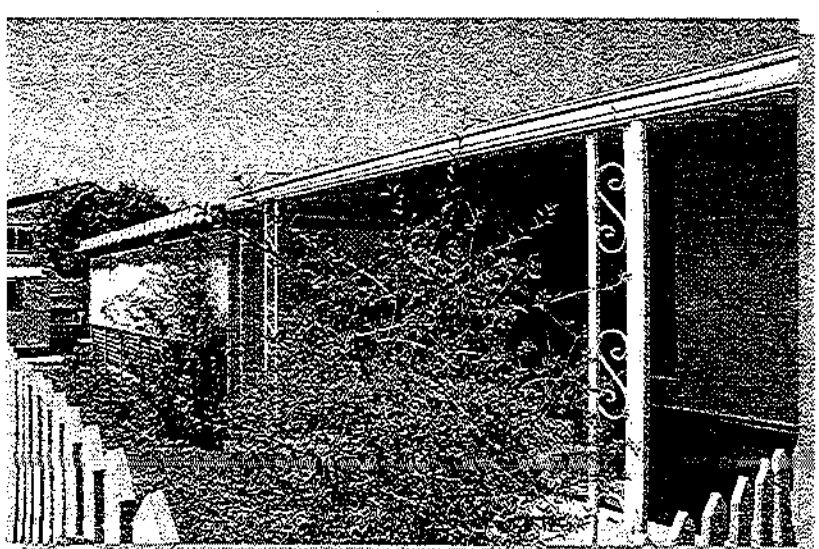

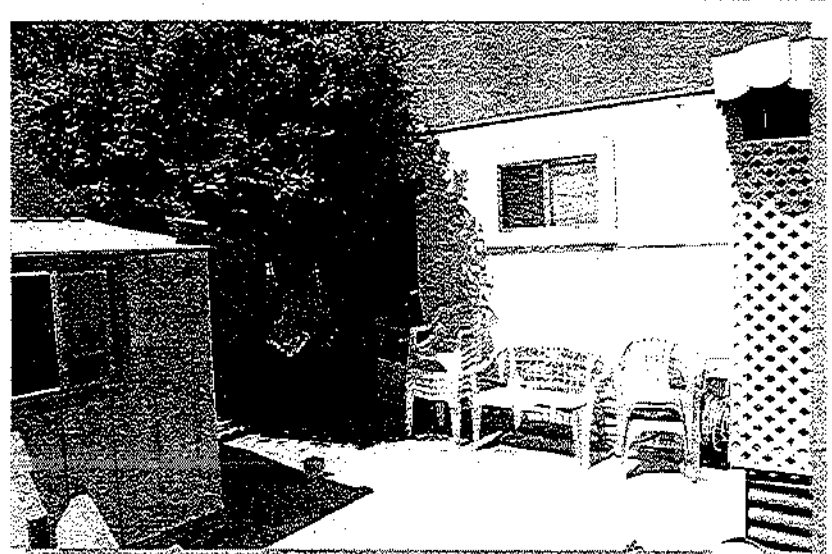

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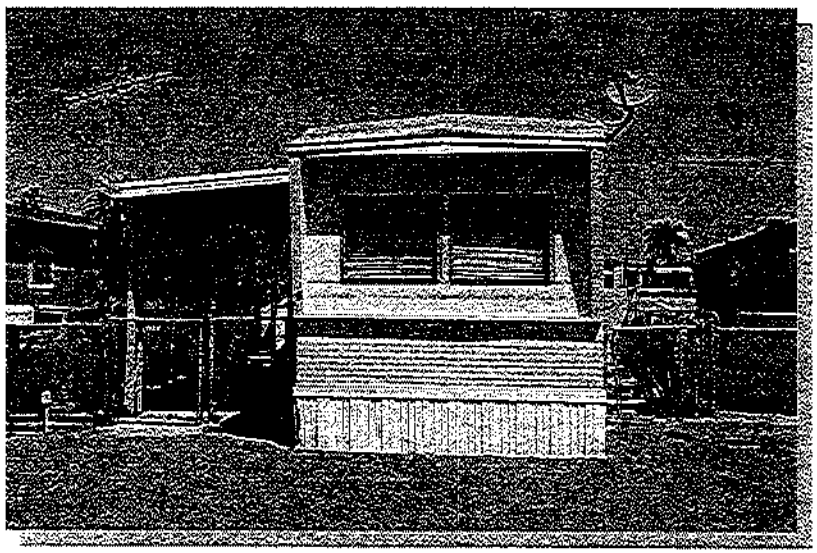

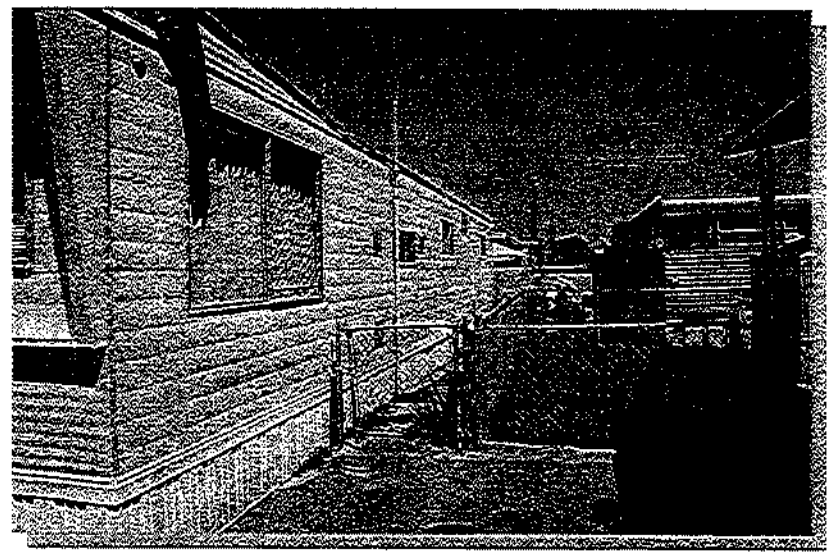

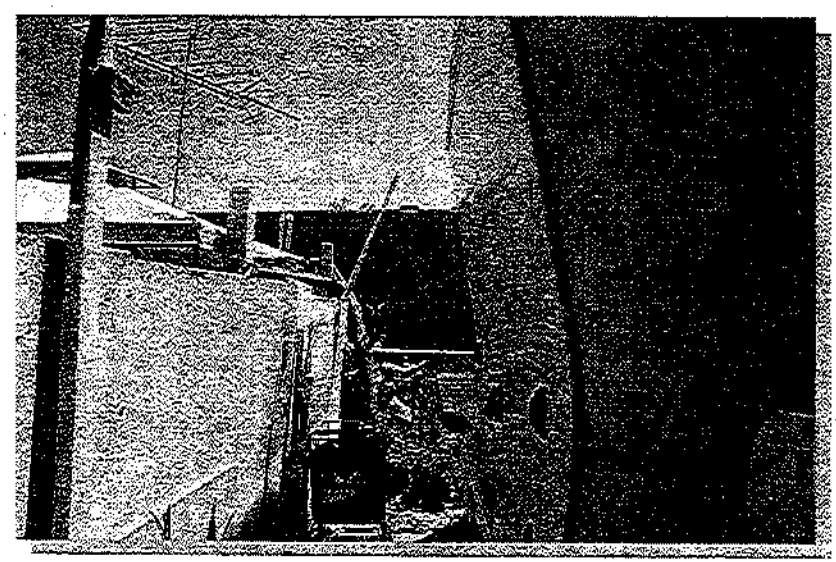

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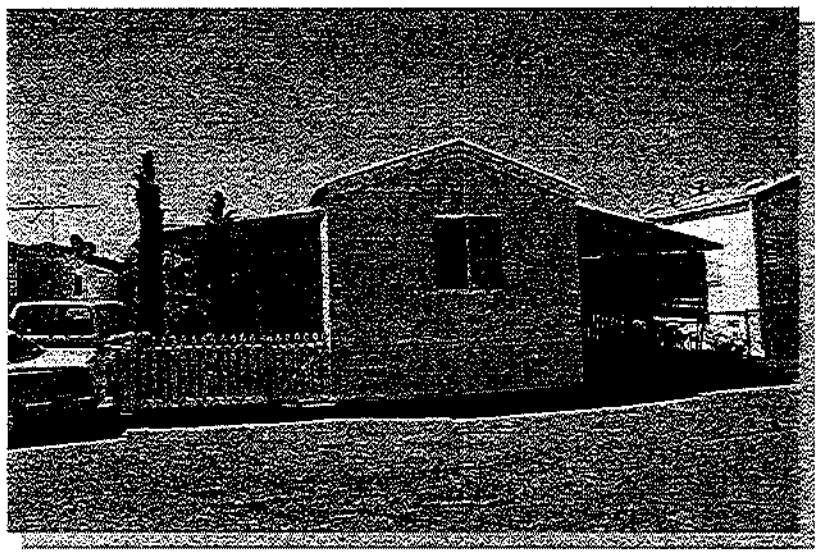

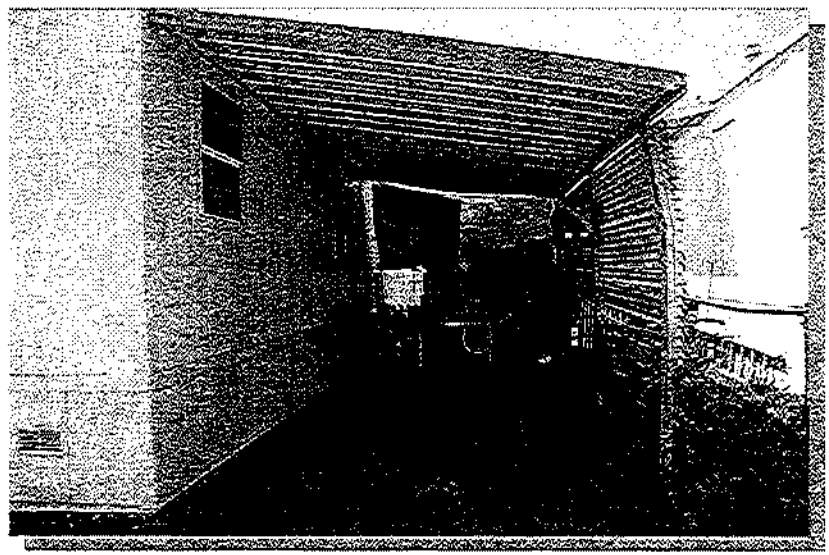

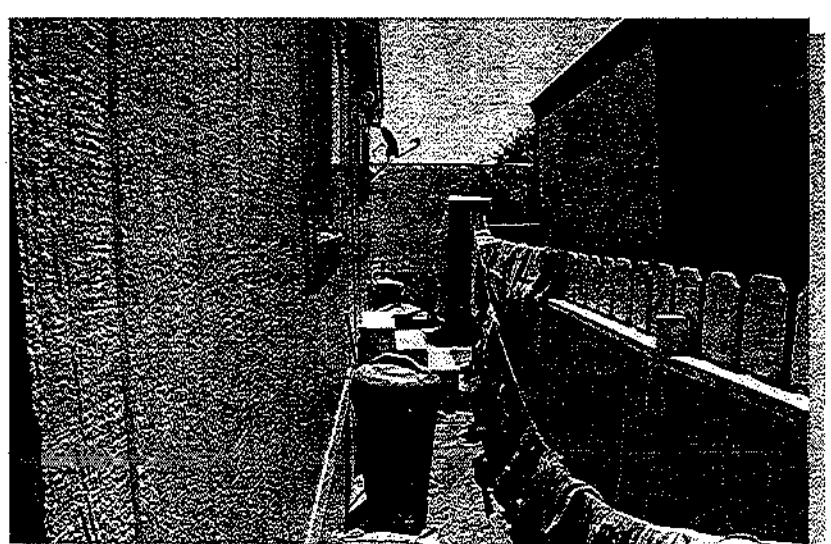

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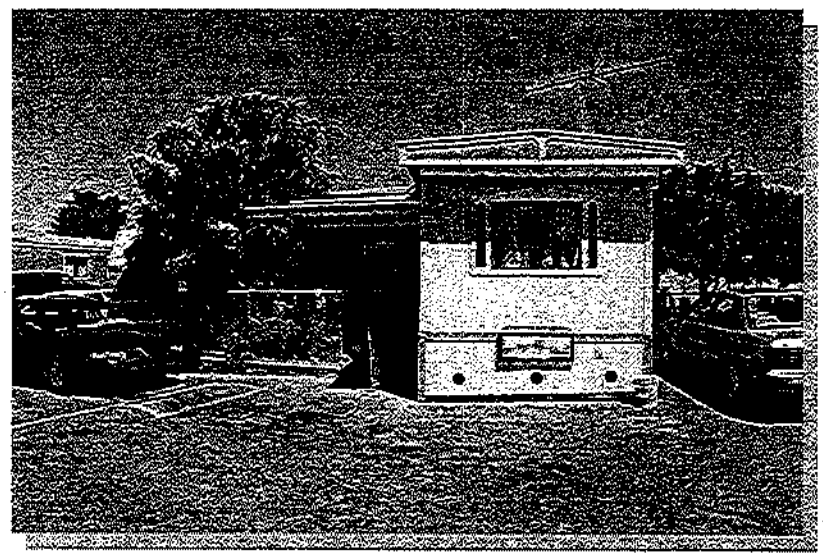

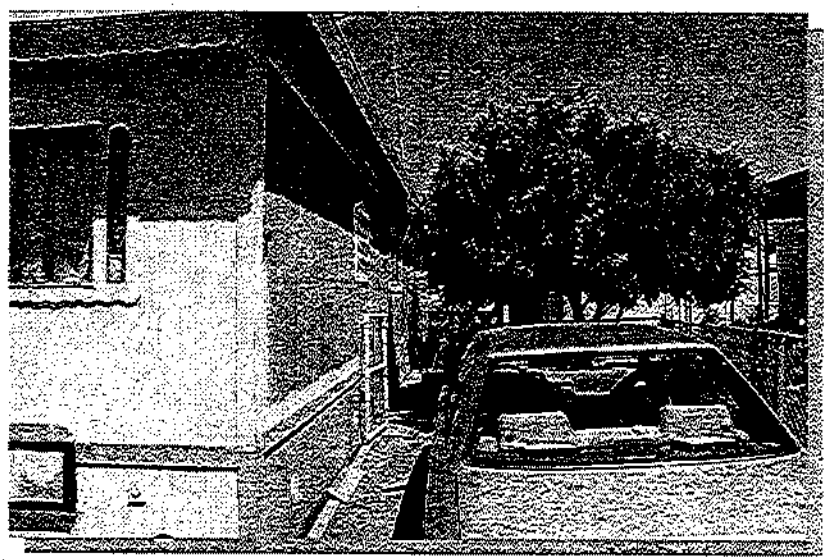

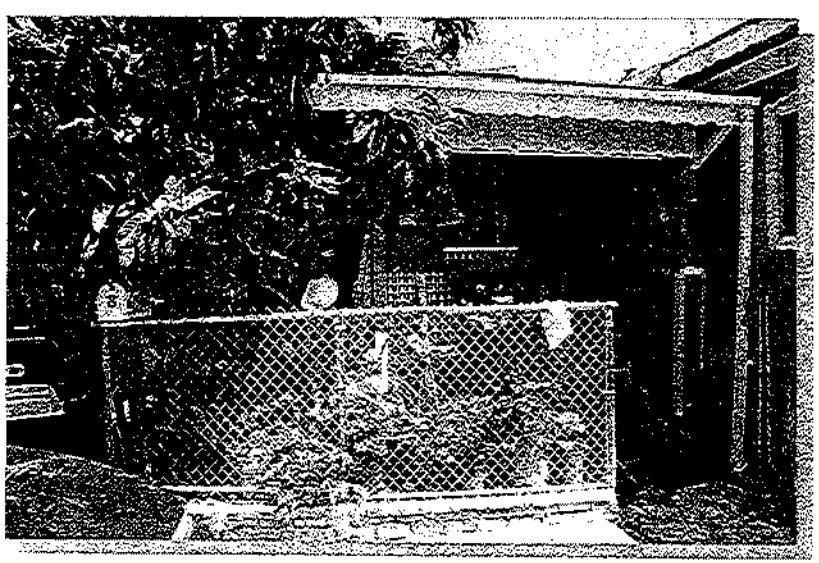

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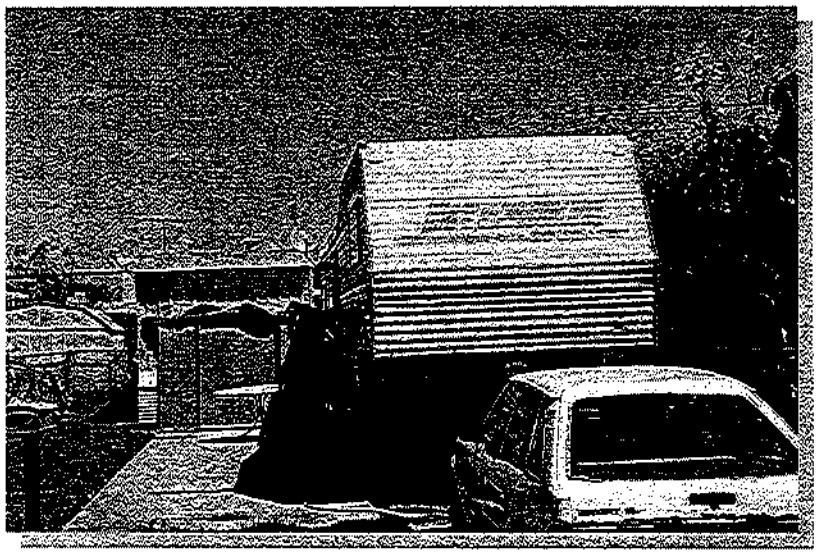
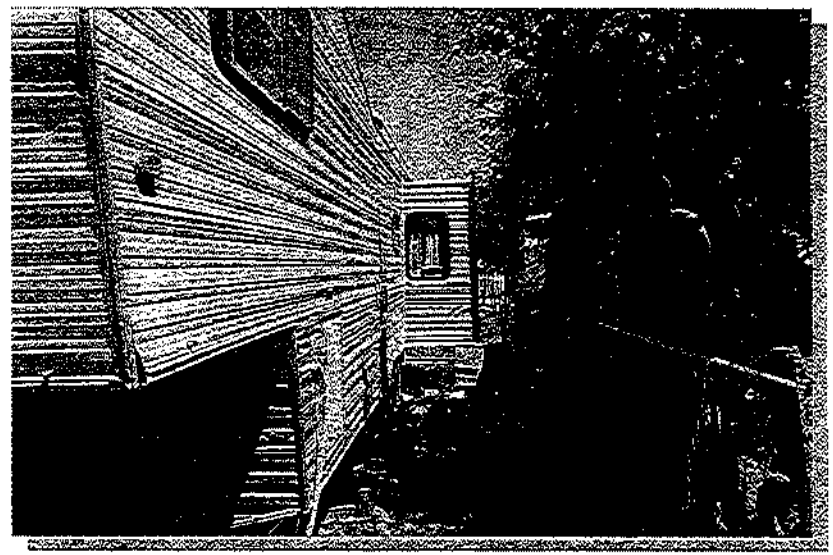
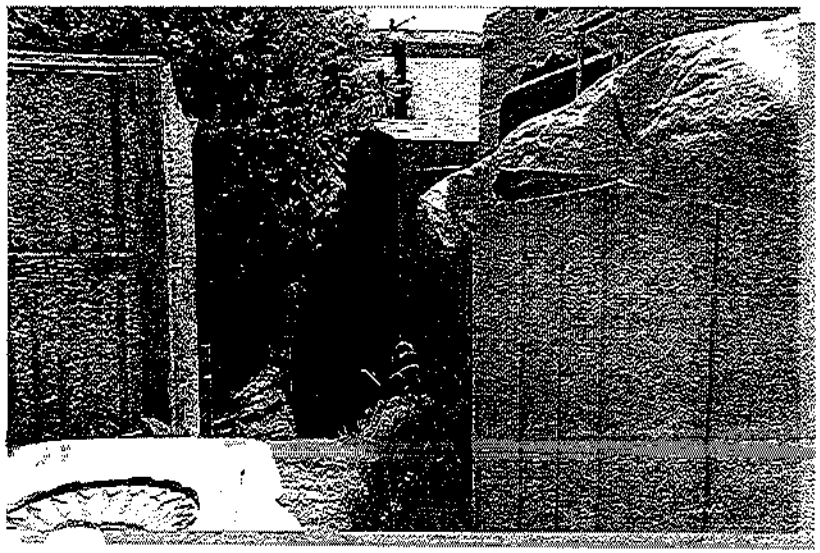
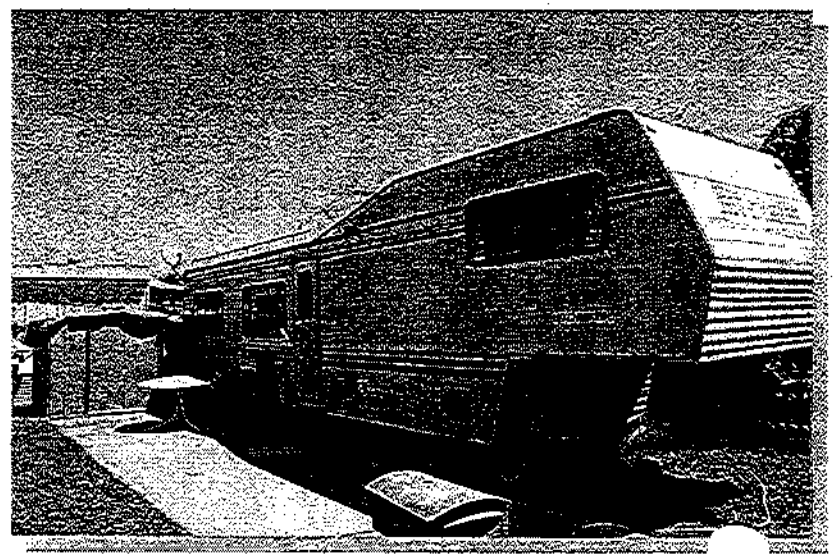
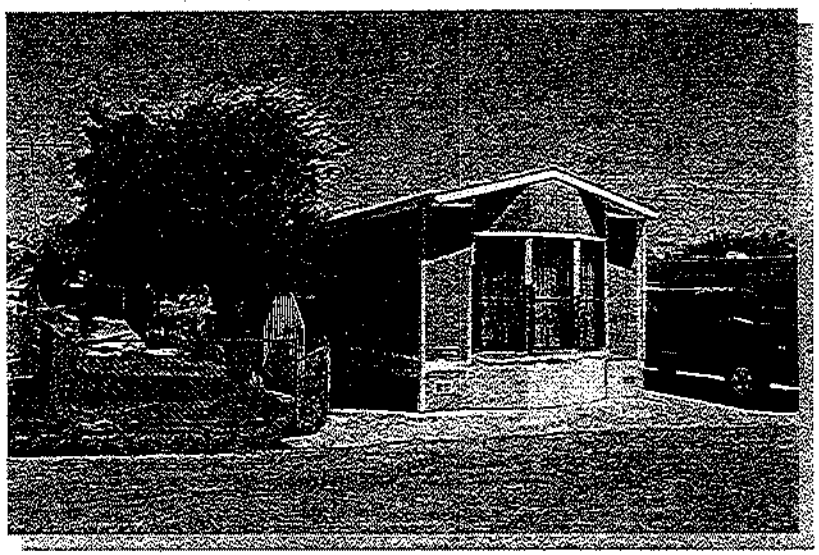


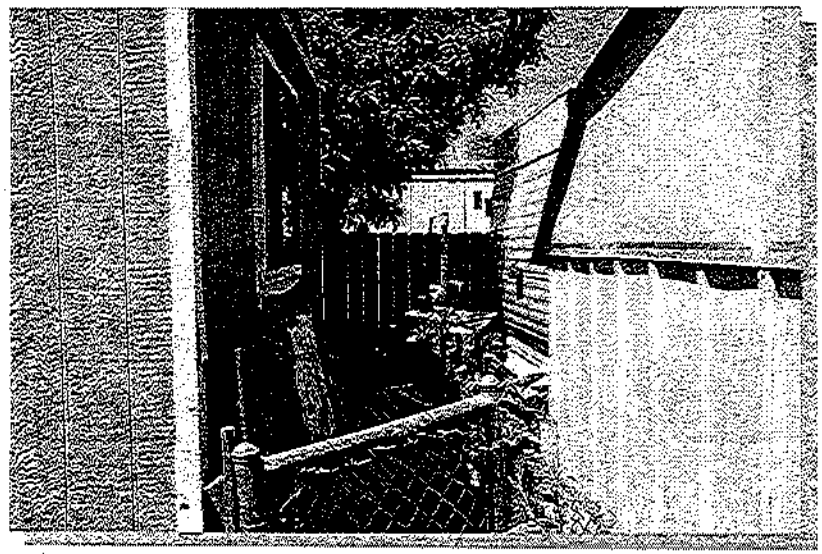


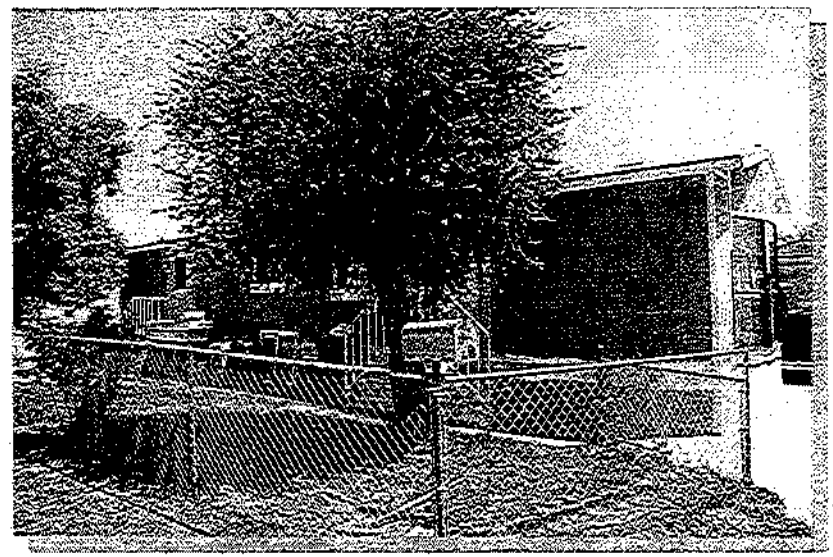




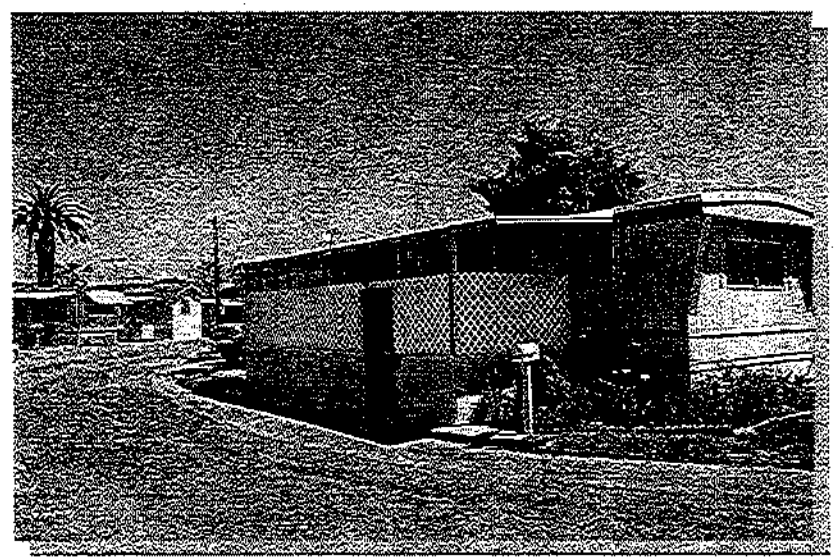
10 Tuxedo Row

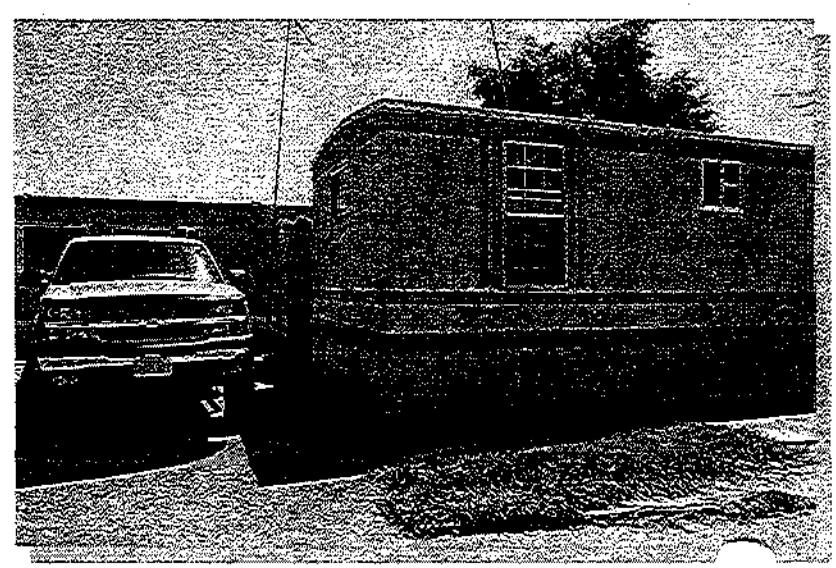




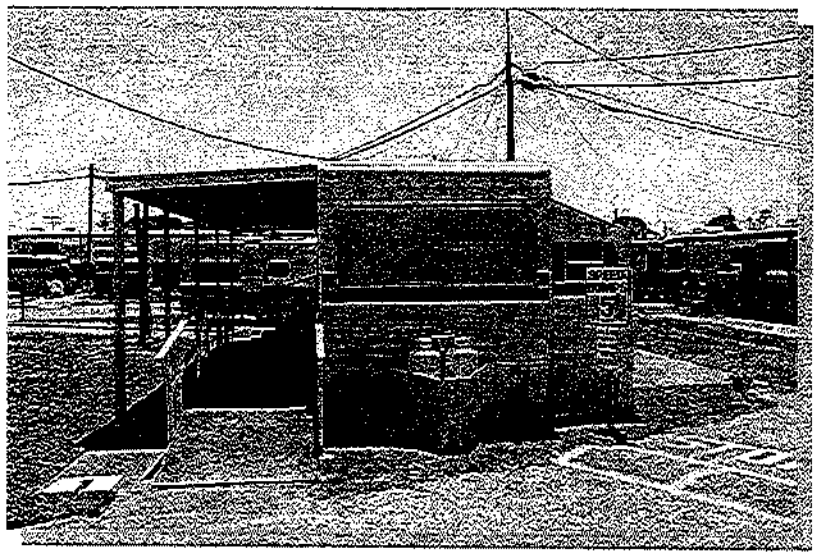


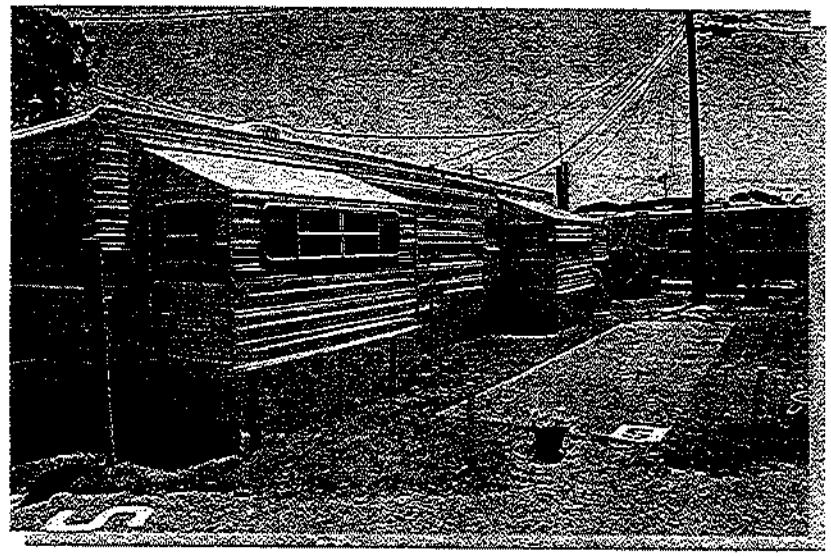
11 Tuxedo Row

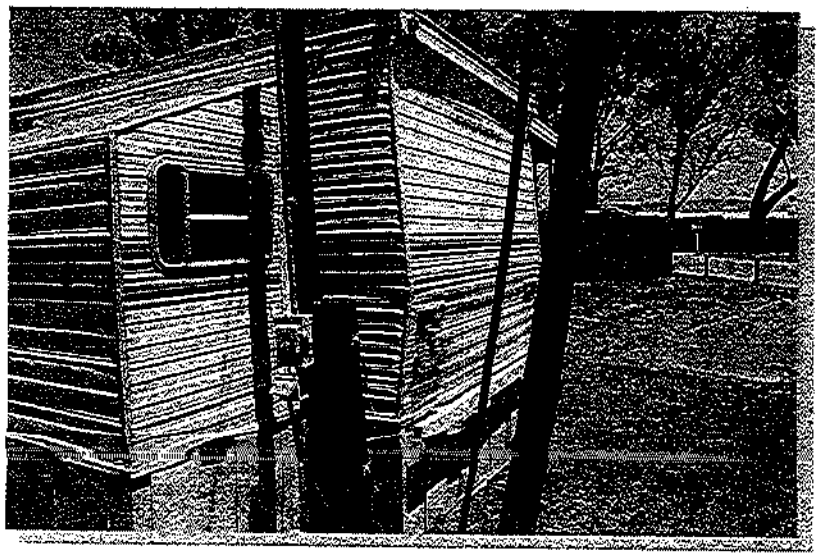


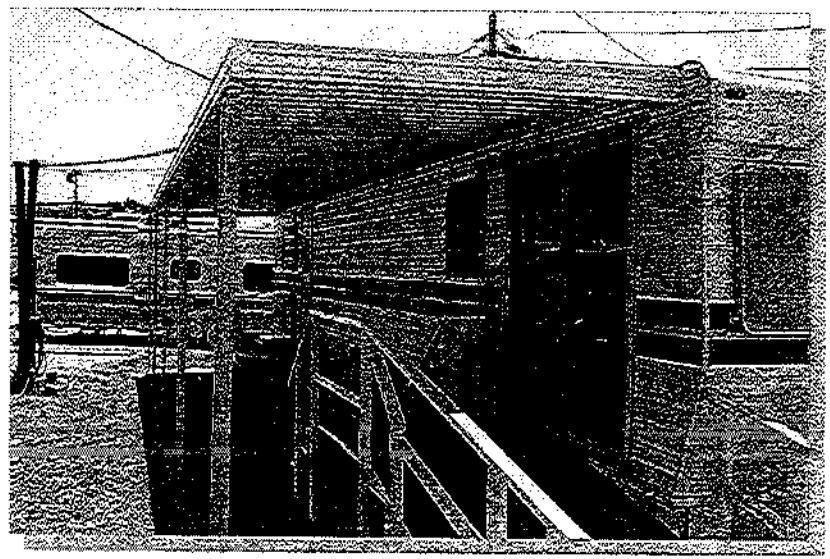


1 Wagon Wheel









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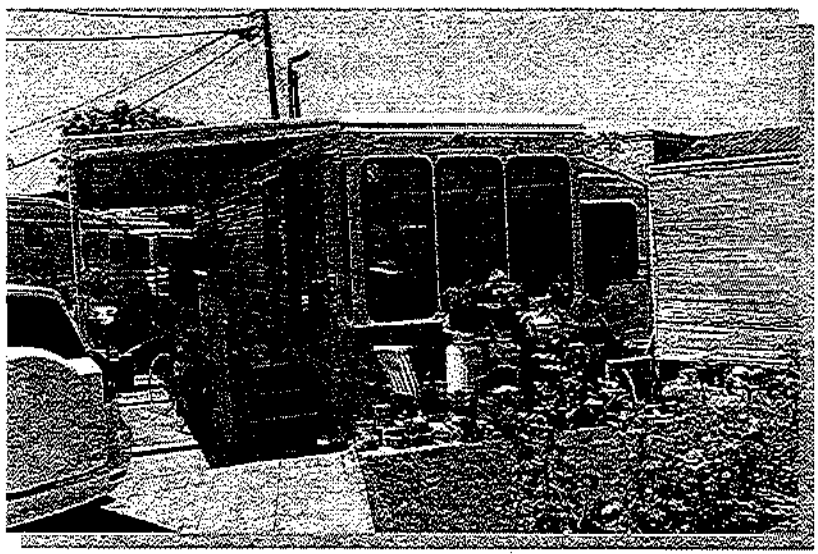
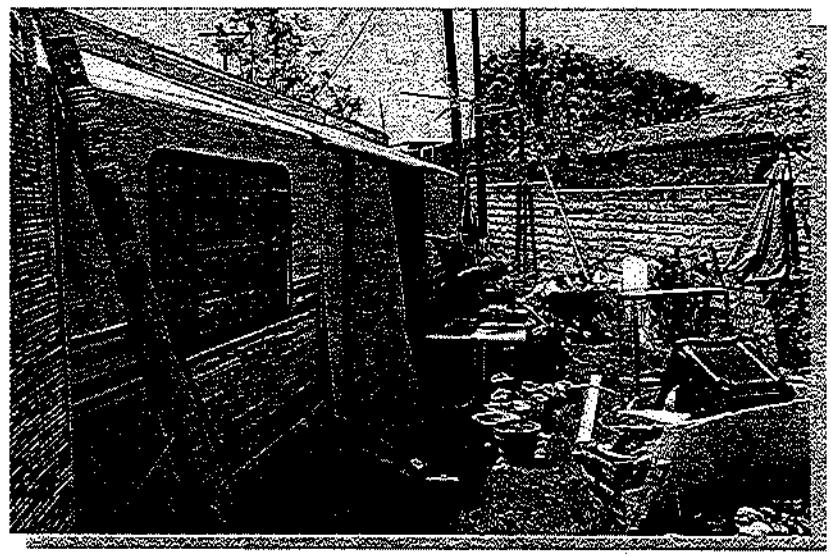
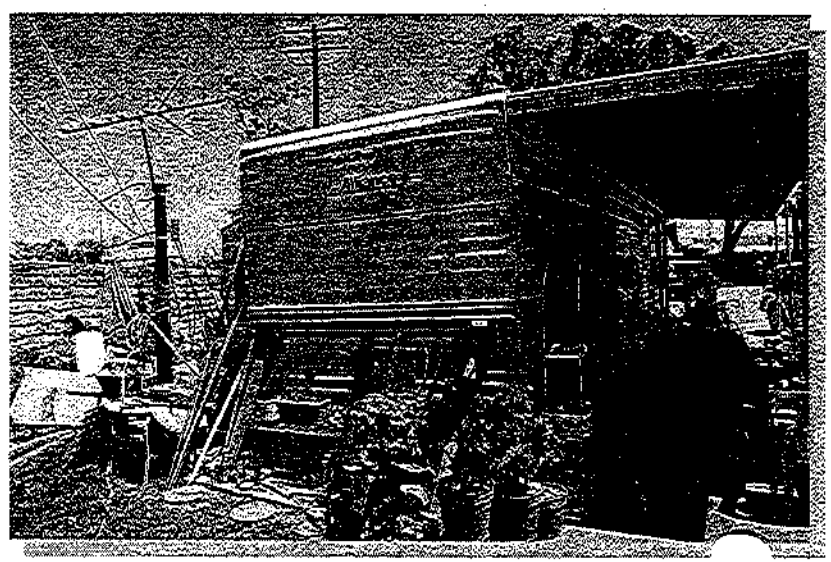
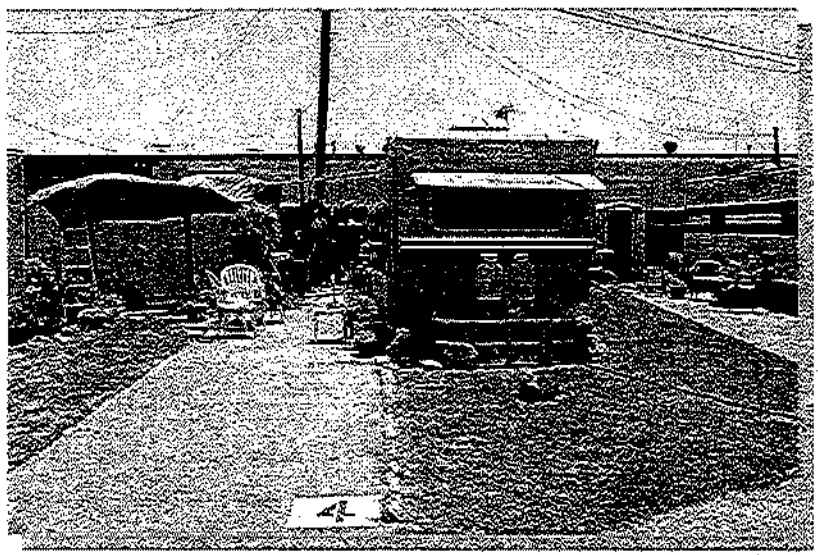
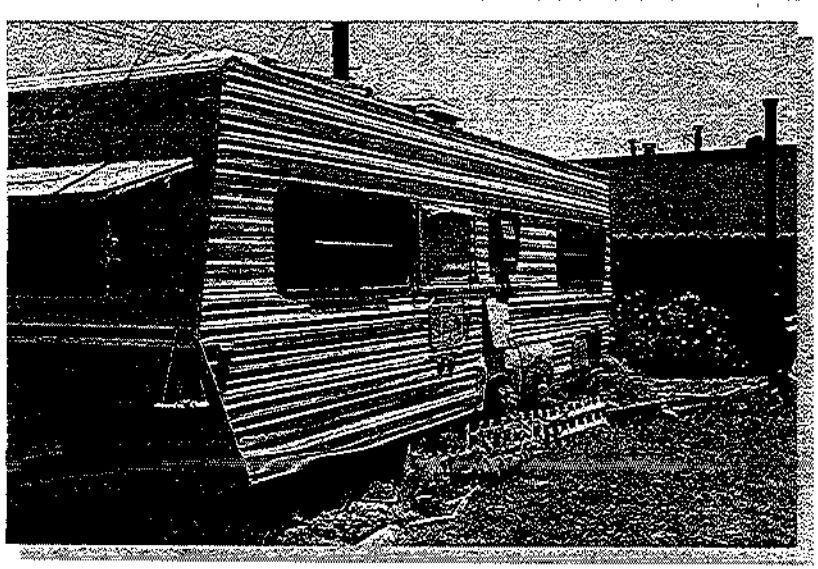


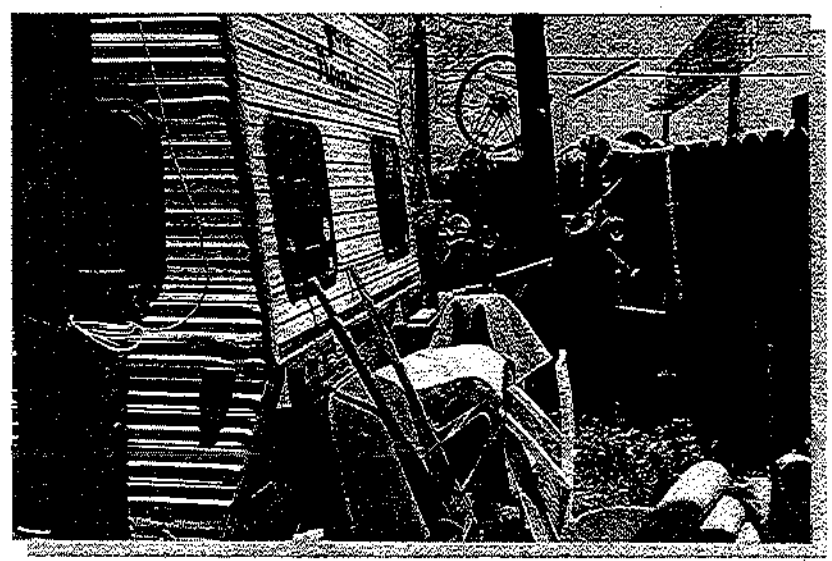




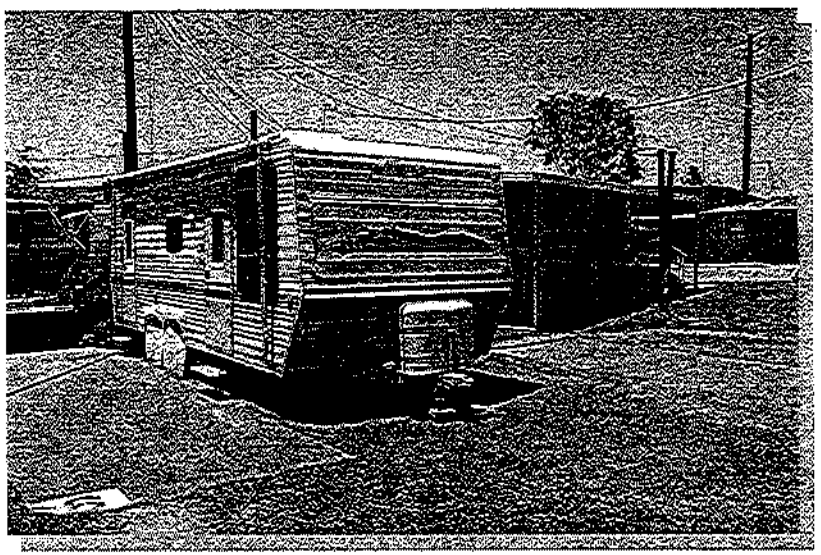
4 Wagon Wheel

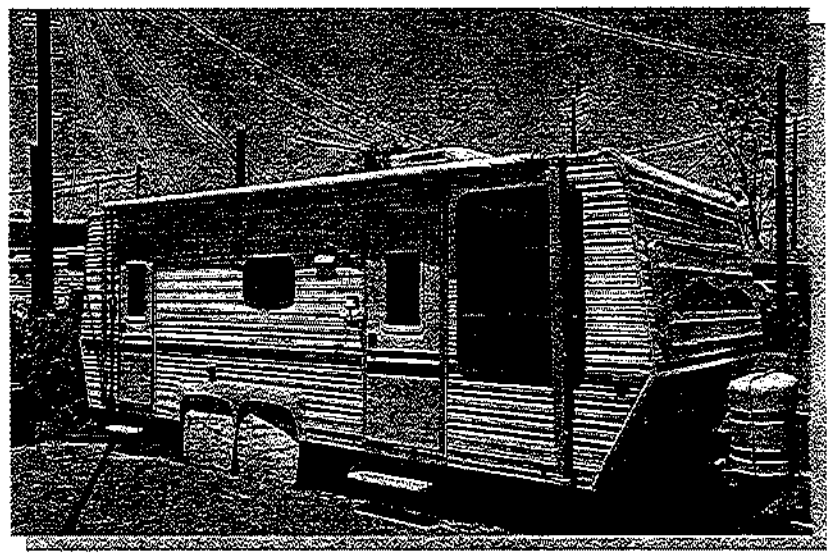


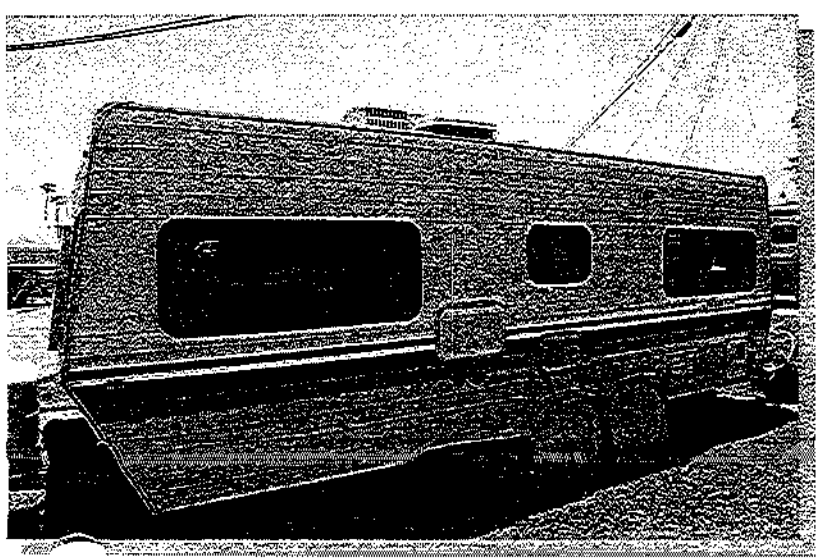


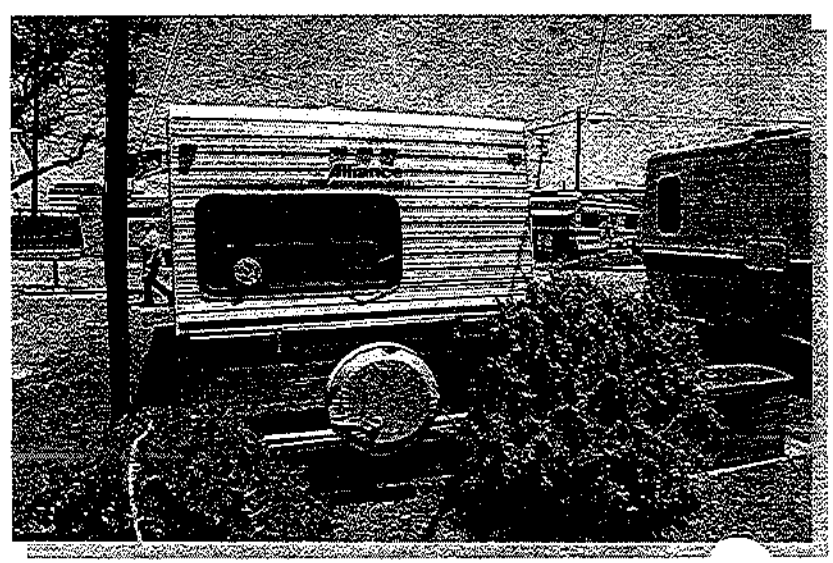


6 Wagon Wheel

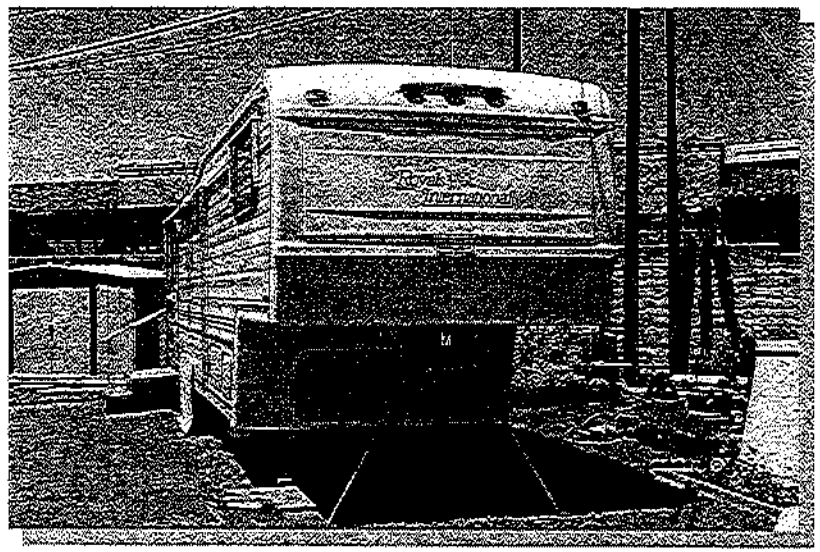


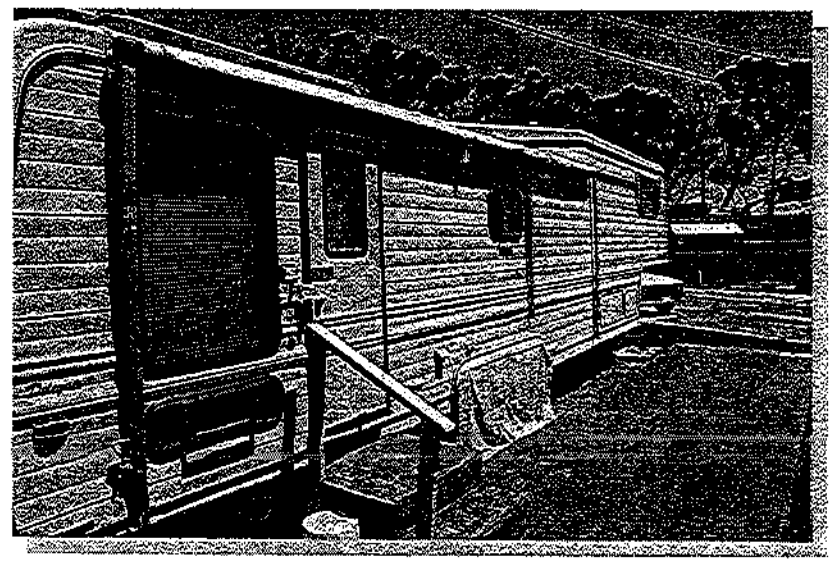




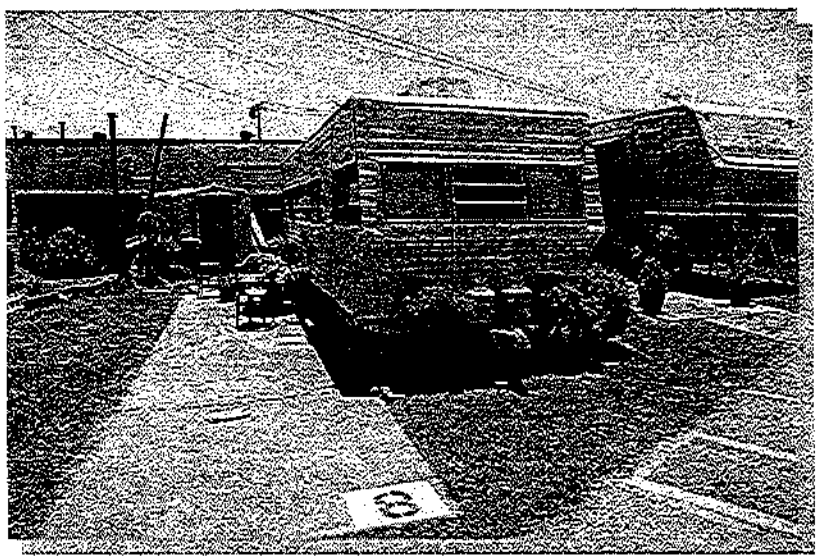


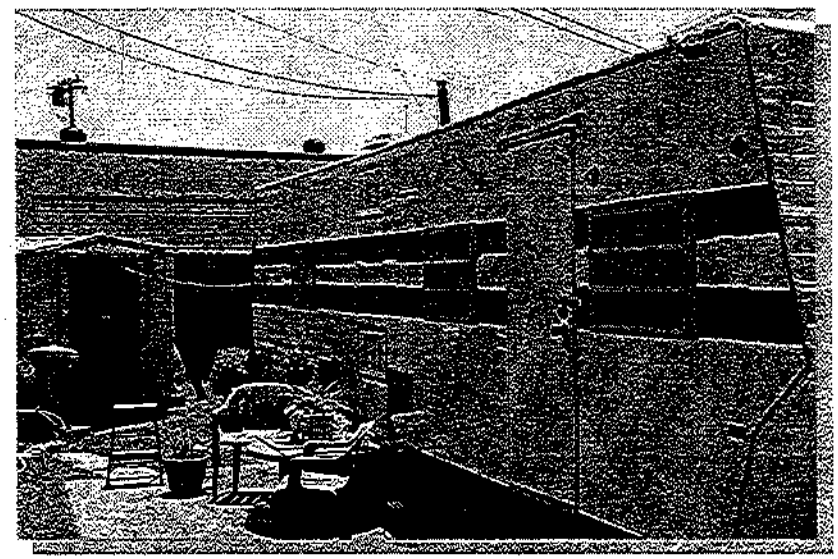
7 Wagon Wheel

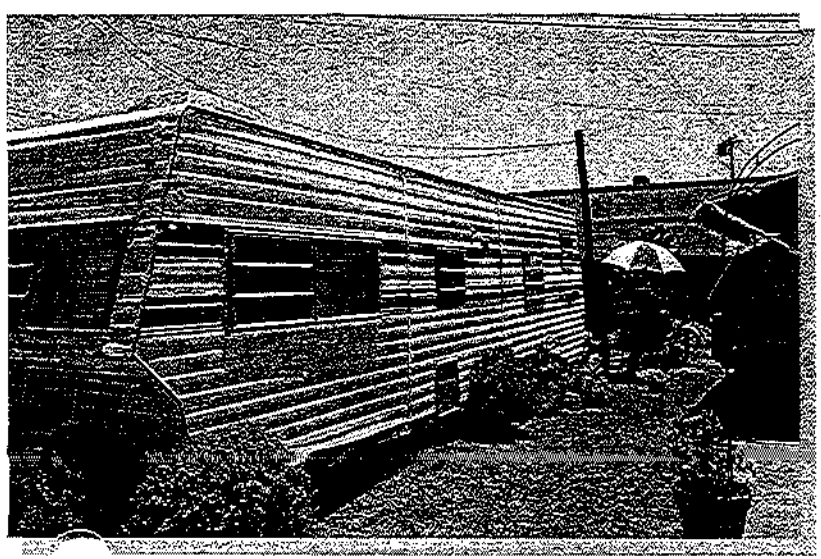




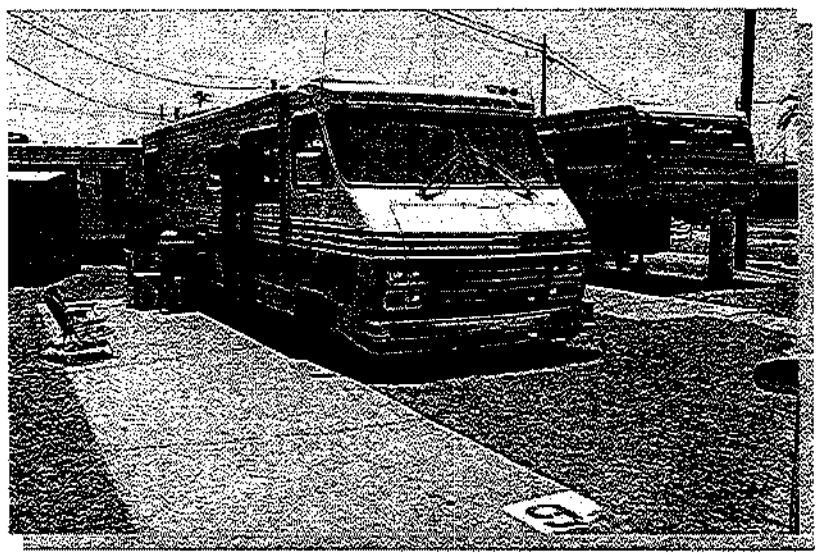
8 Wagon Wheel

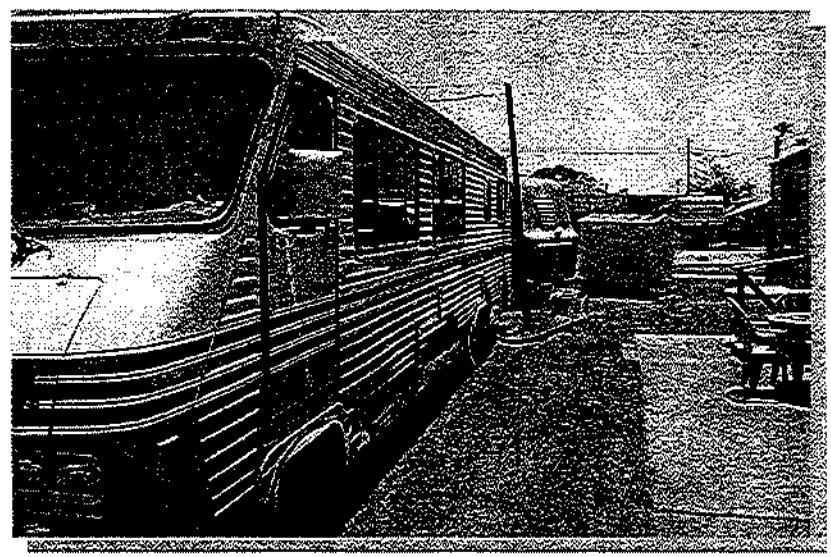


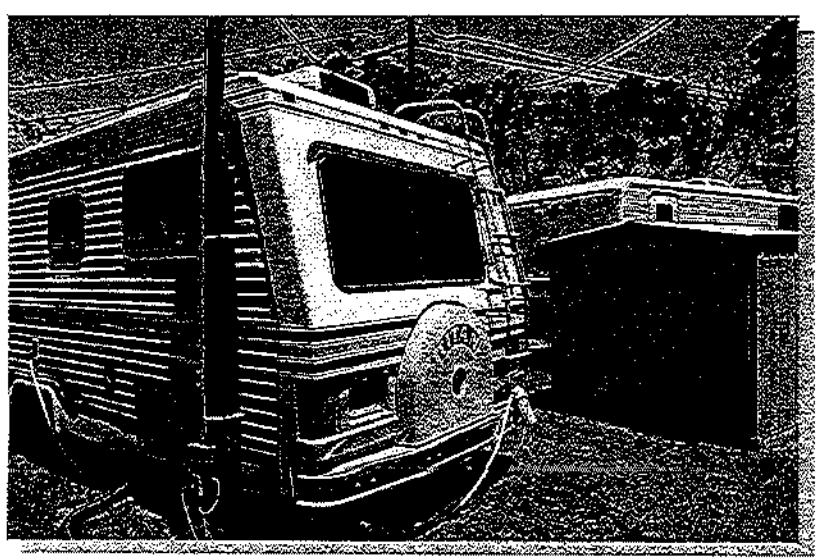




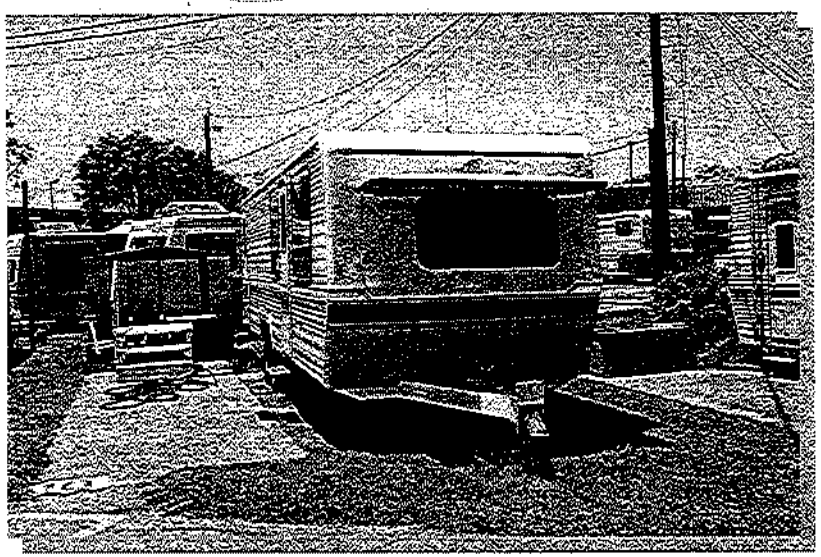
9 Wagon Wheel

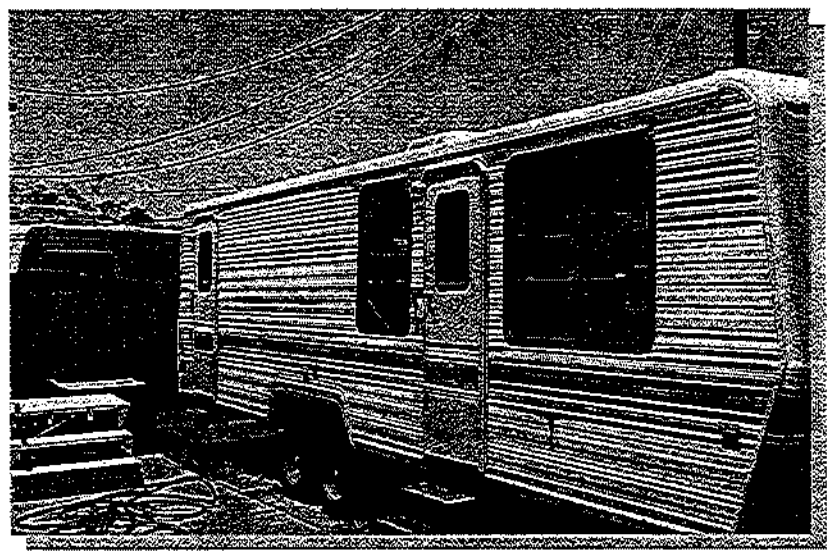


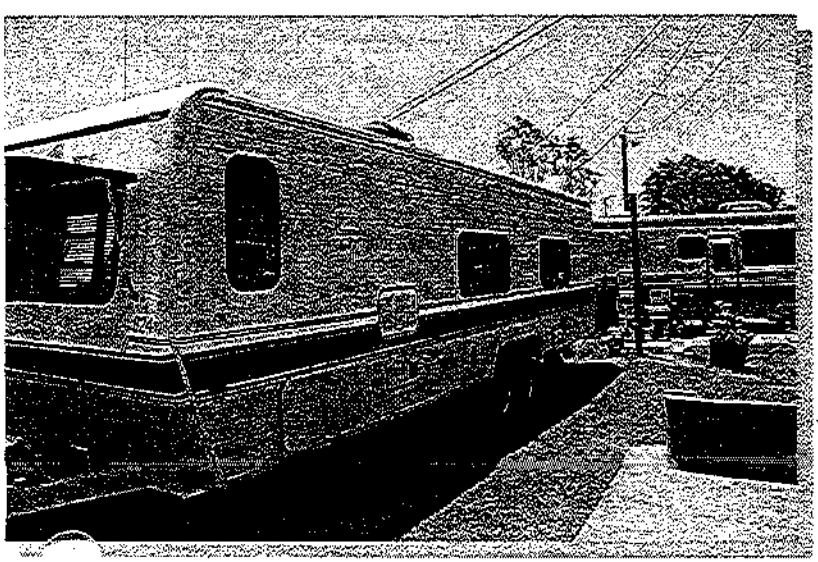


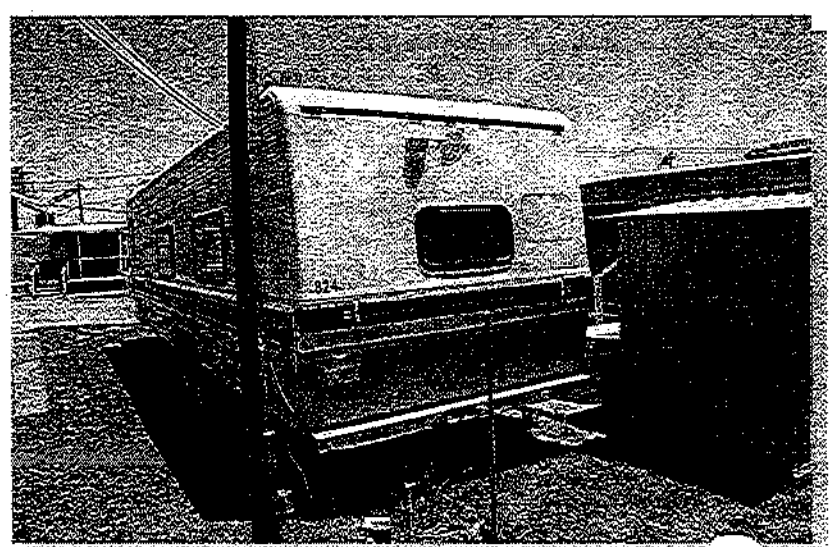


10 Wagon Wheel

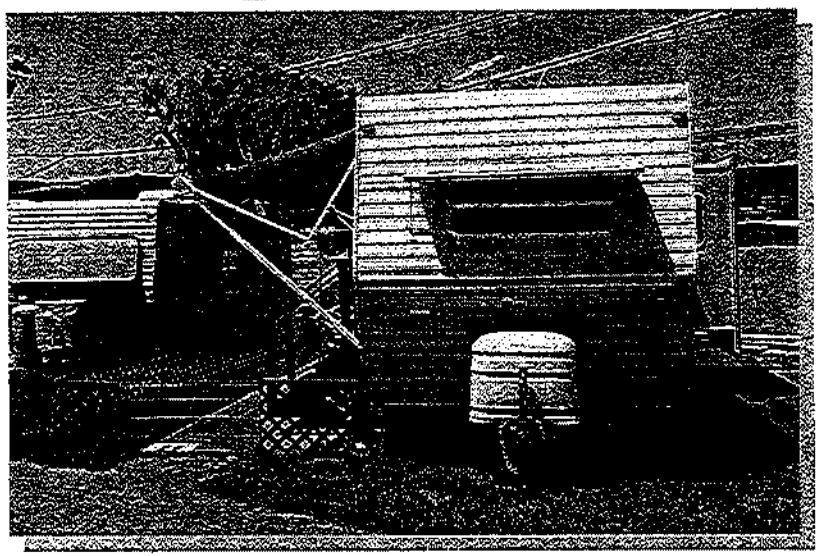


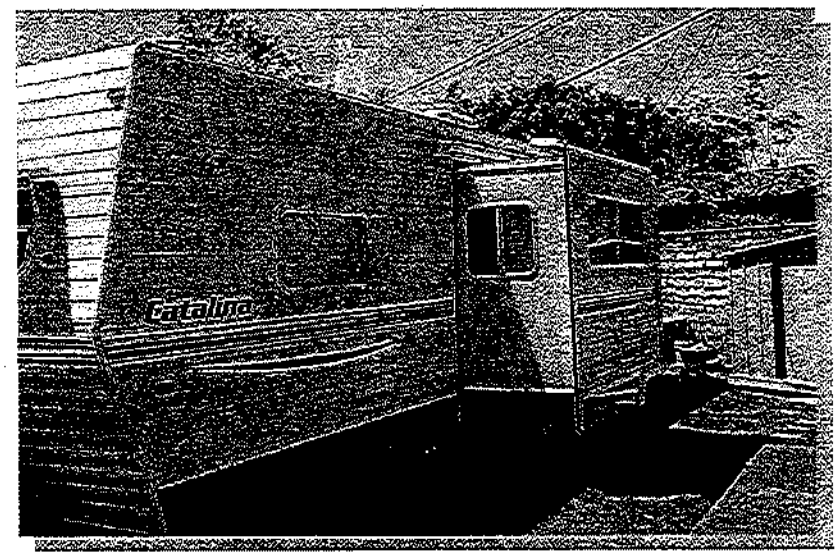


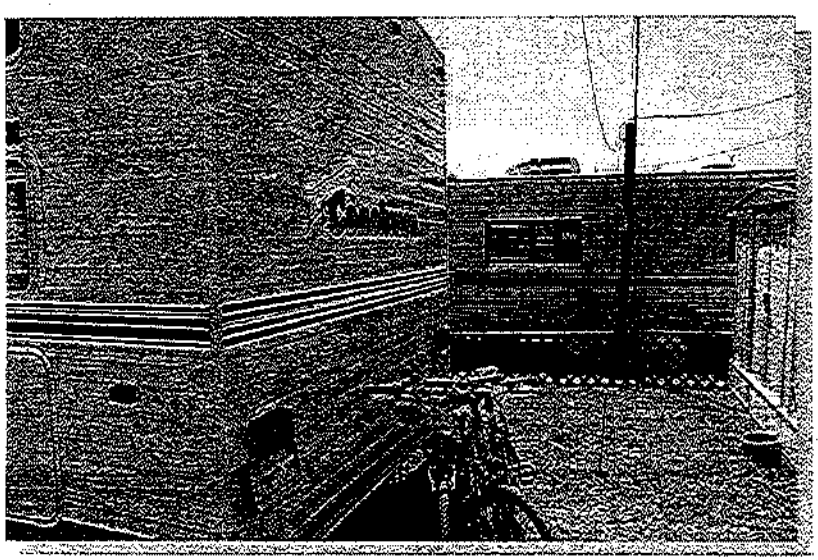


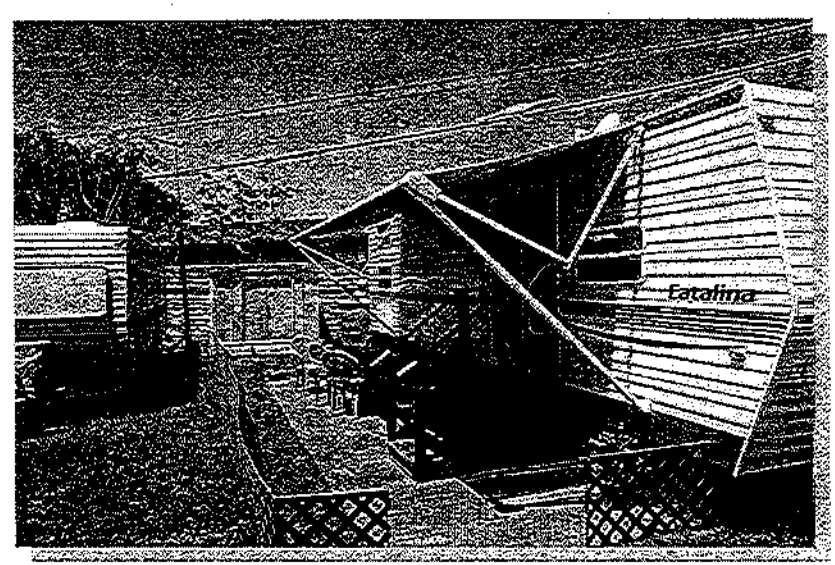


11 Wagon Wheel

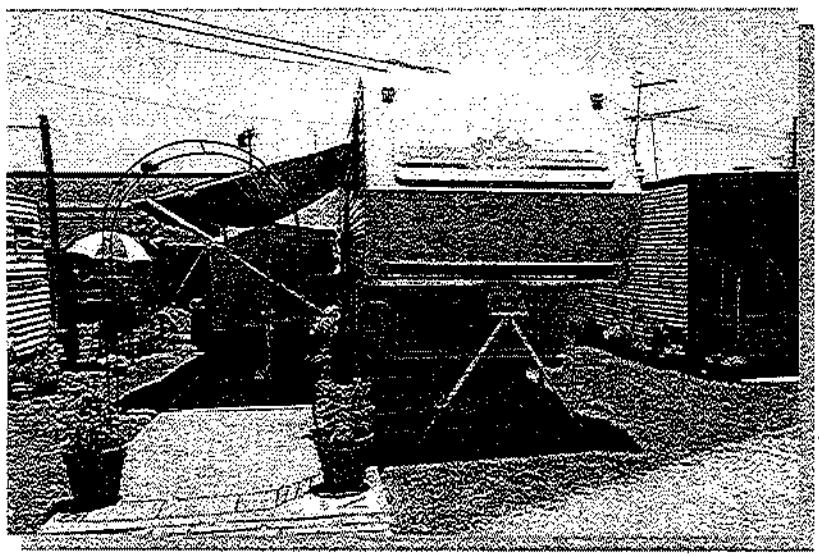


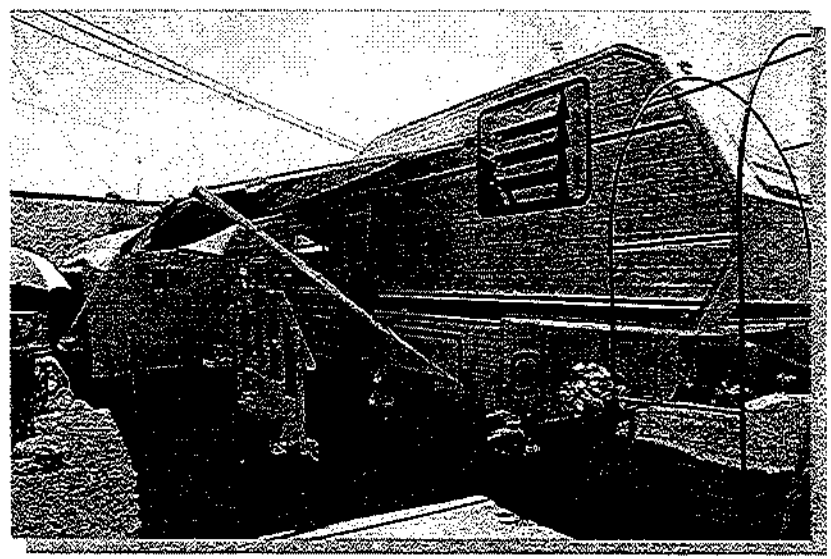


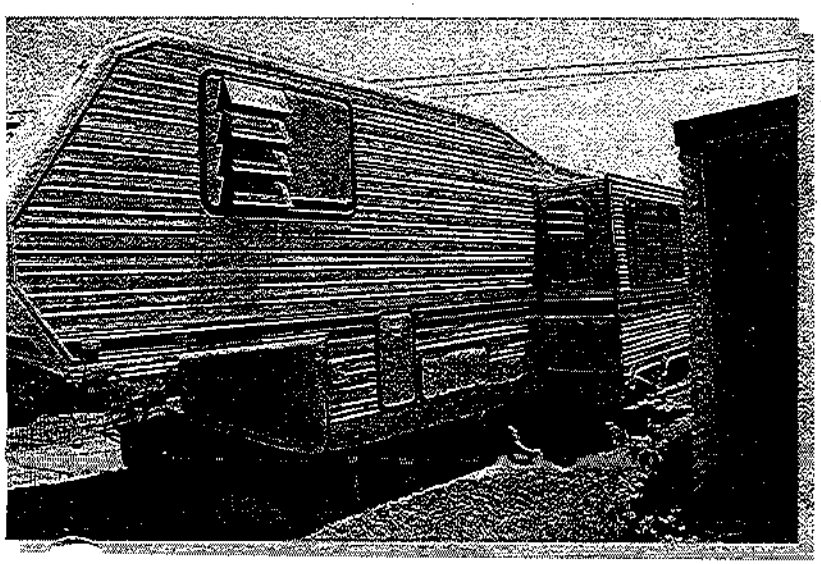


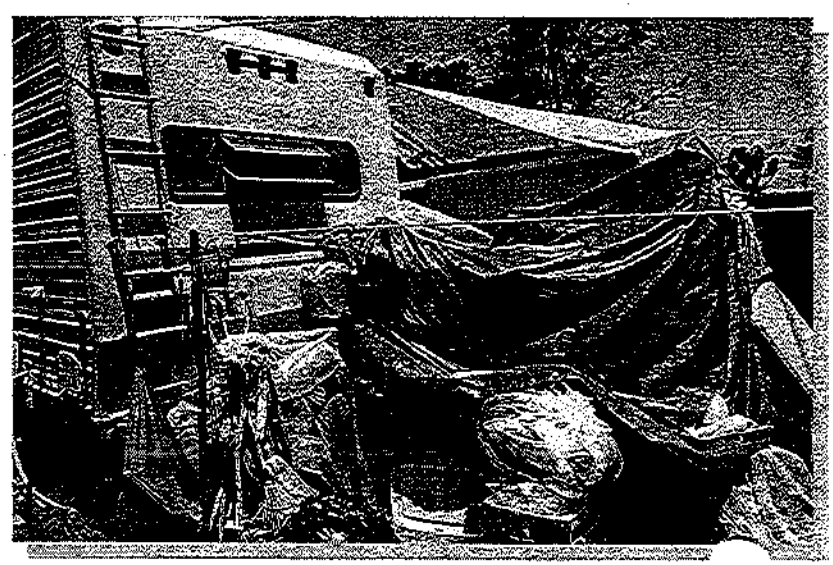


12 Wagon Wheel

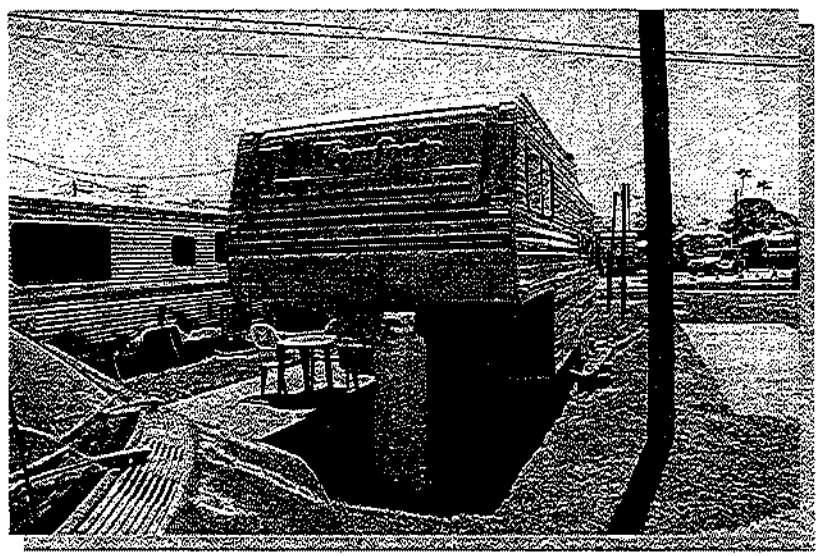


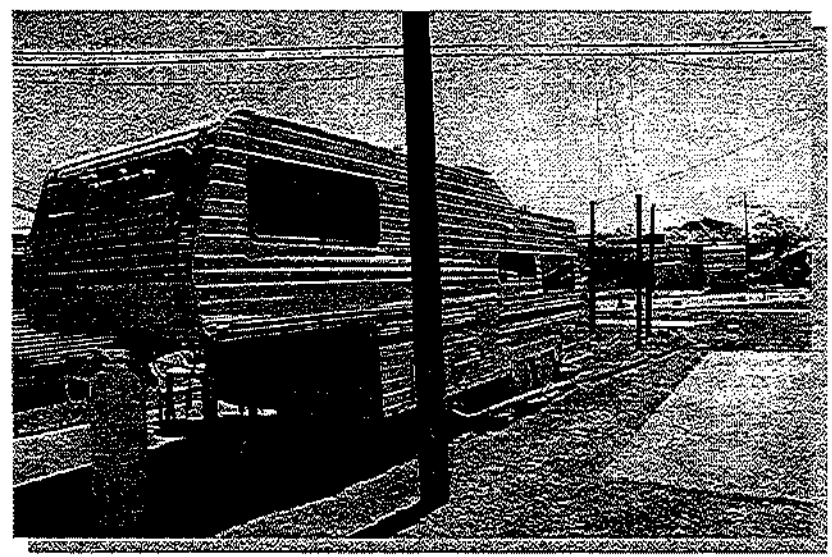


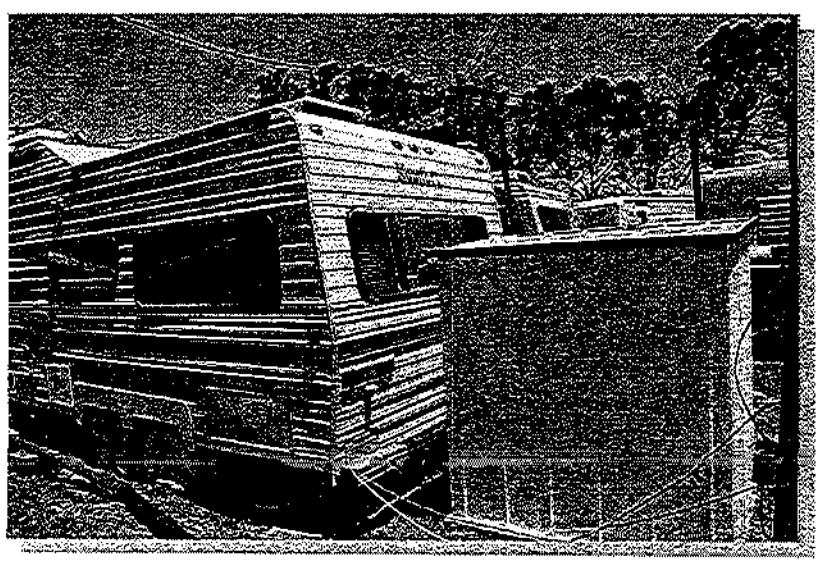


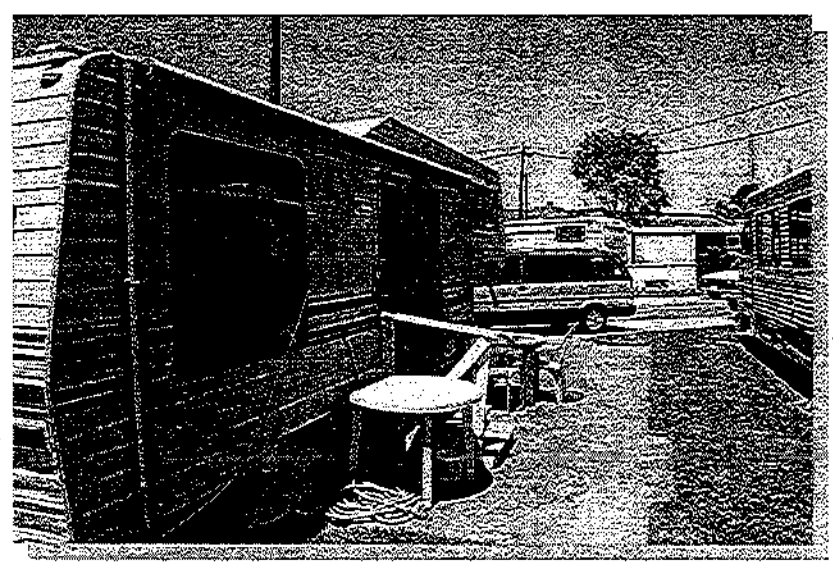


13 Wagon Wheel

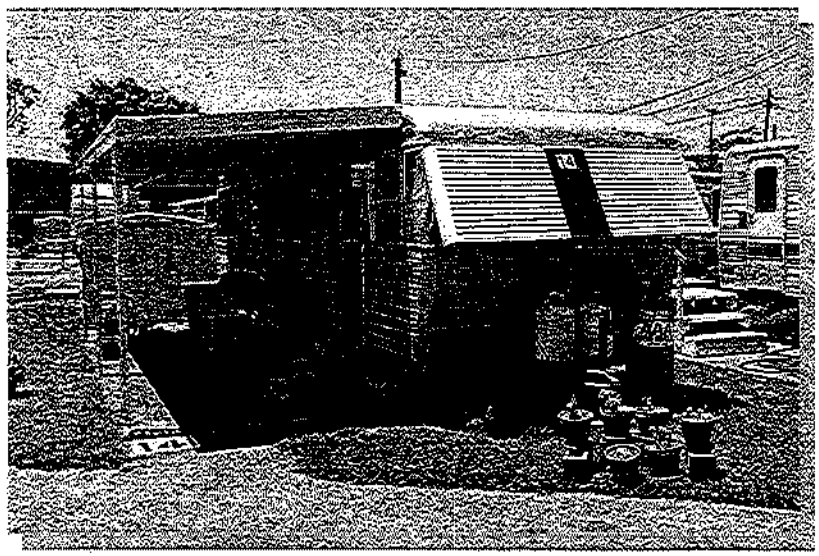


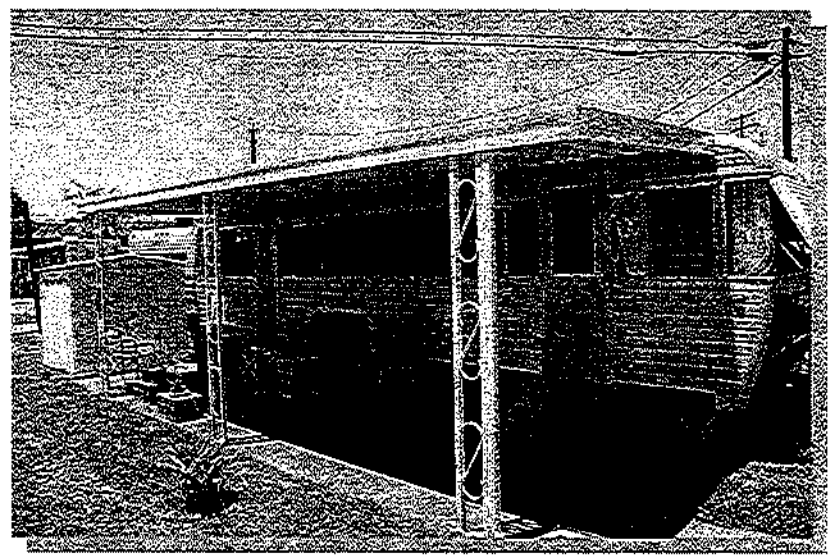


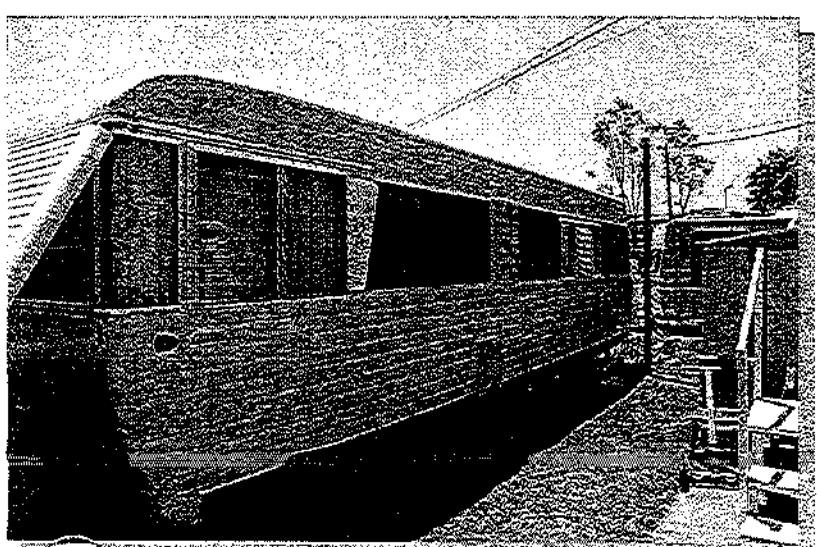


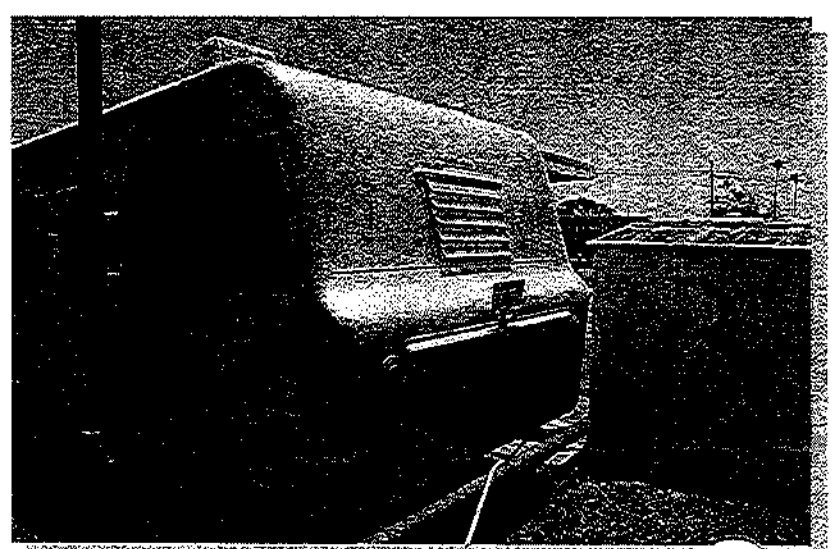


14 Wagon Wheel

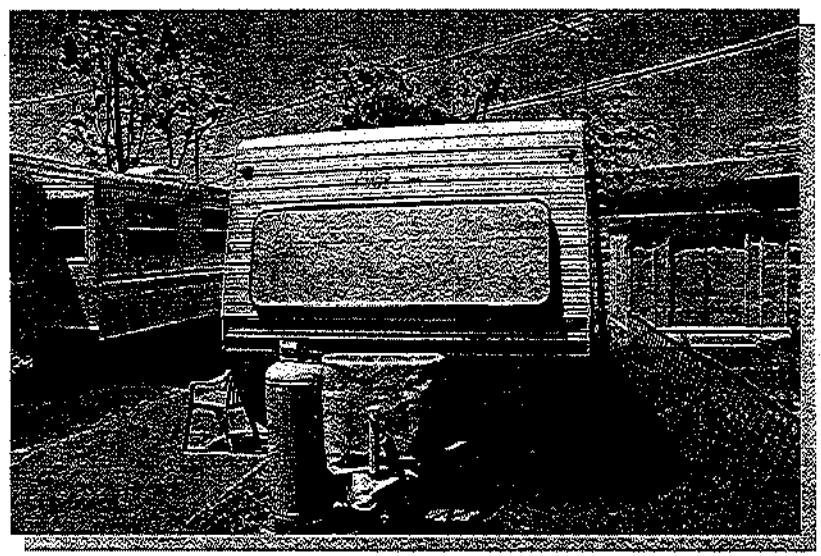


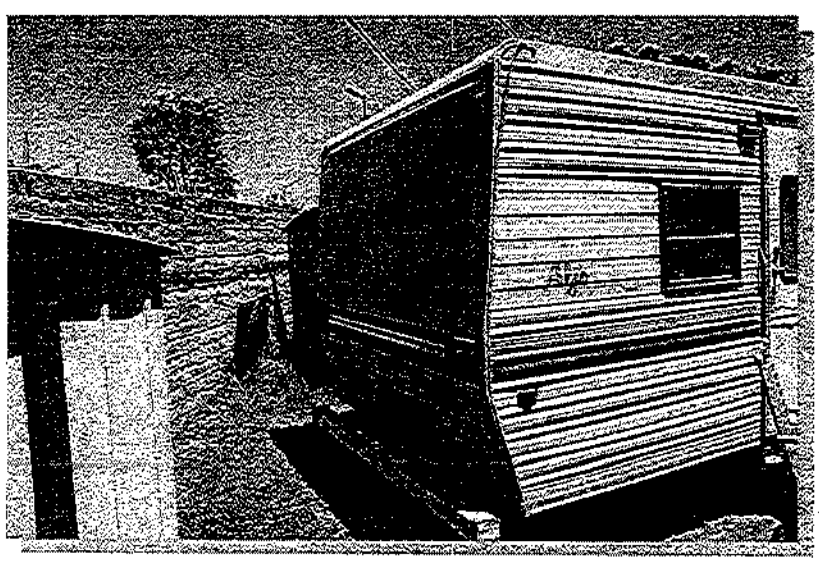




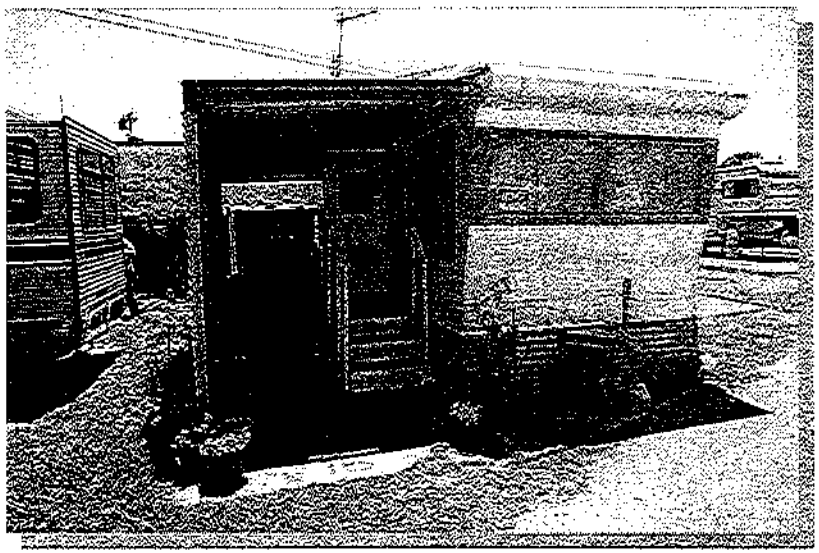


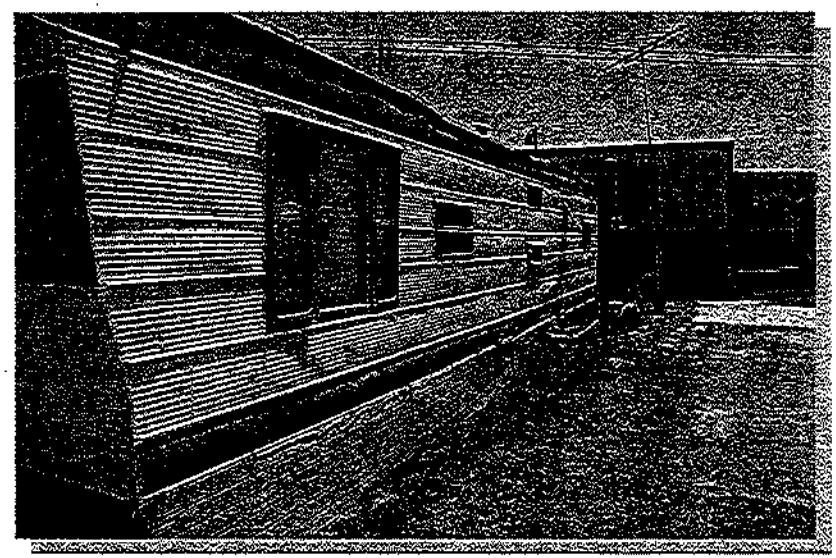
15 Wagon Wheel

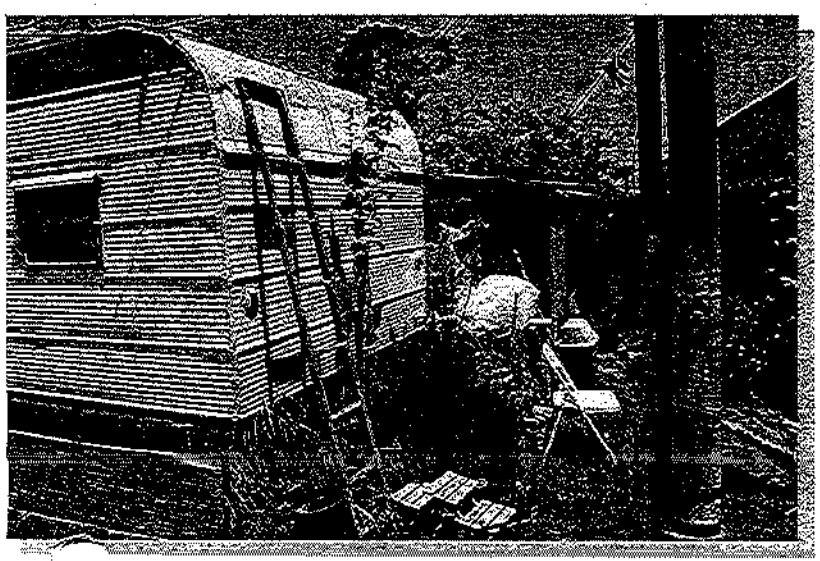


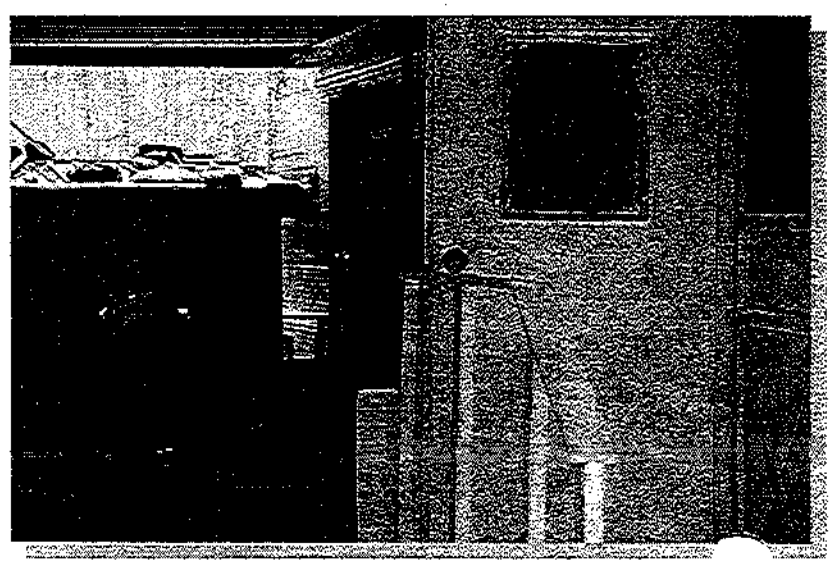


16 Wagon Wheel

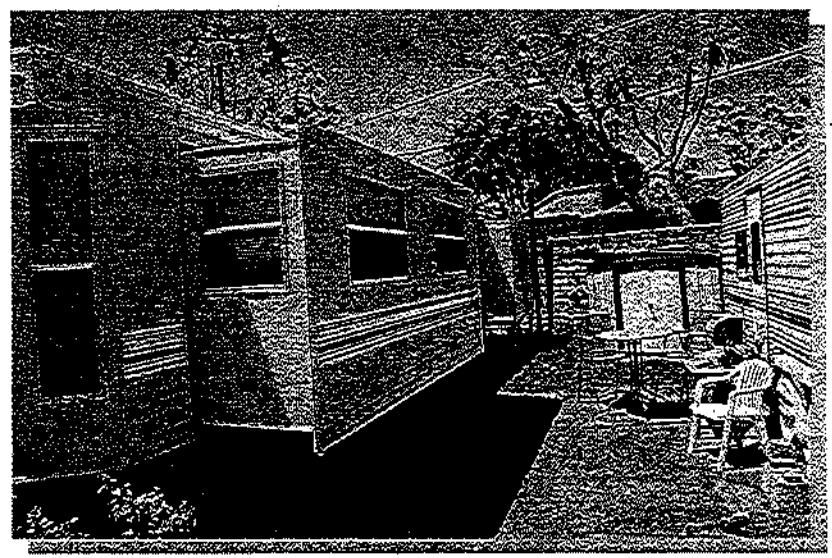


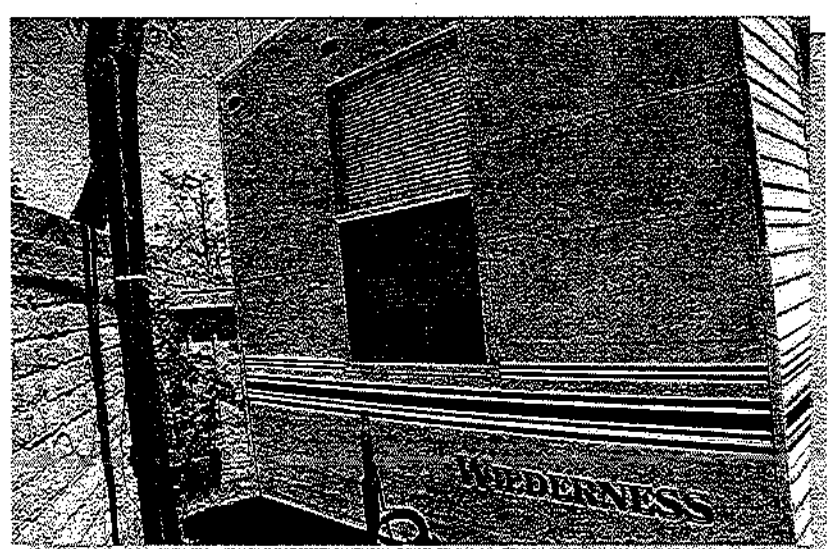




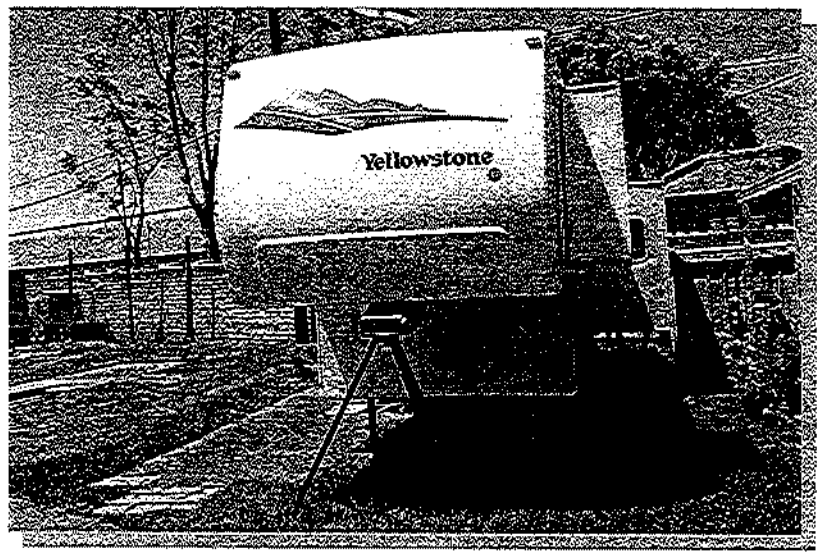


19 Wagon Wheel

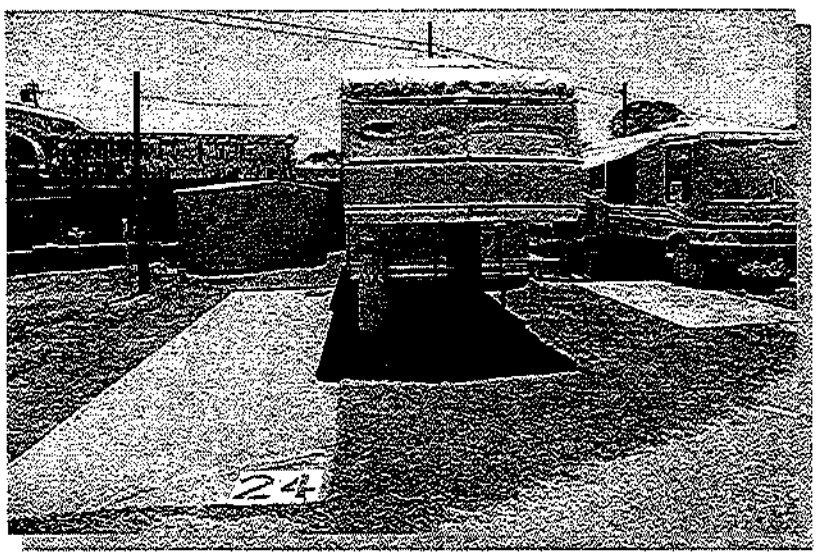


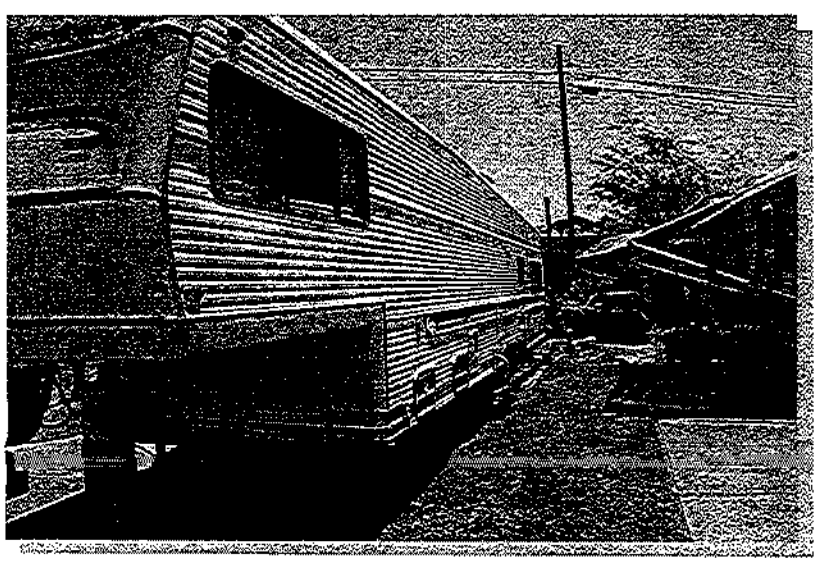


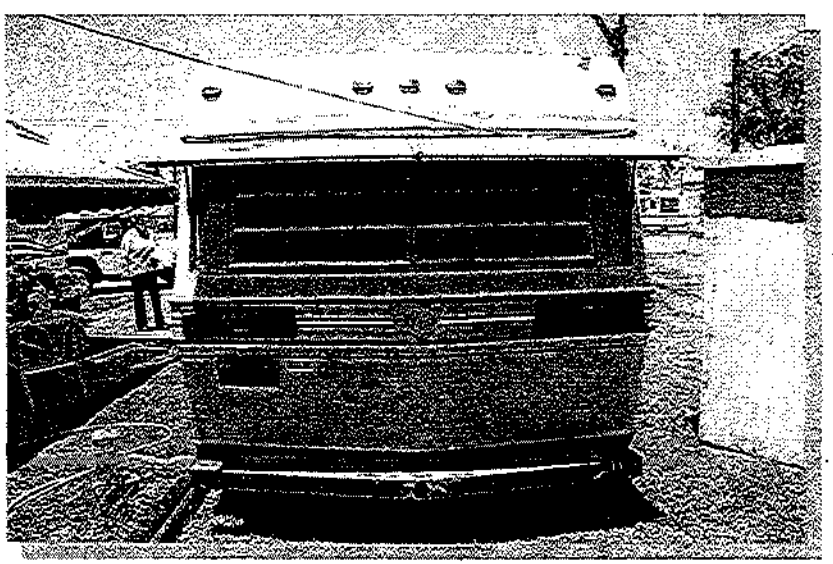
23 Wagon Wheel



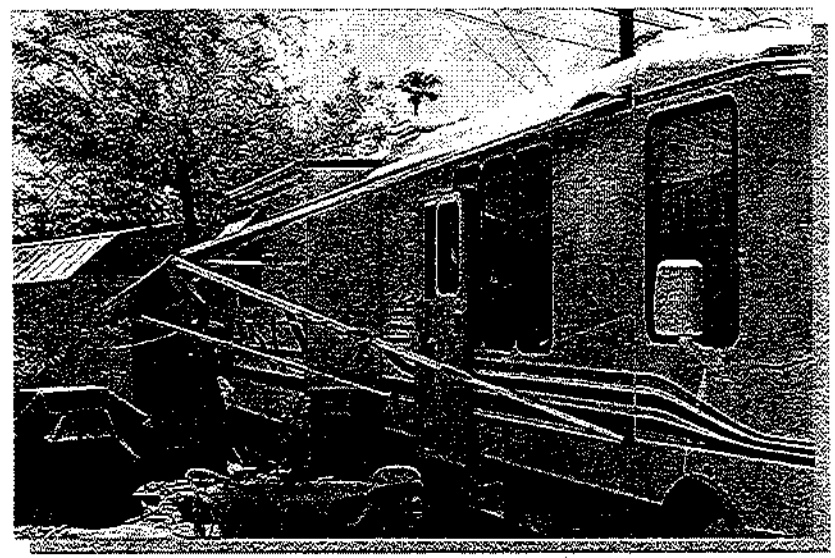
24 Wagon Wheel

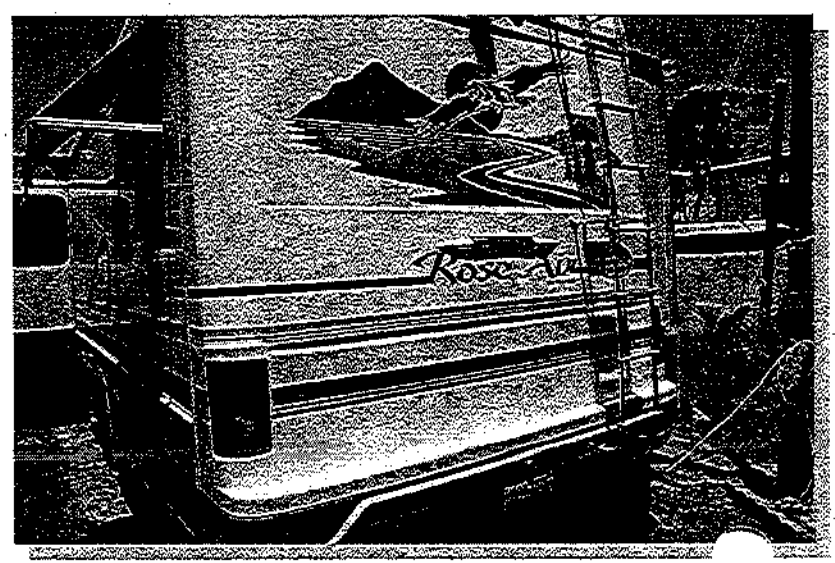




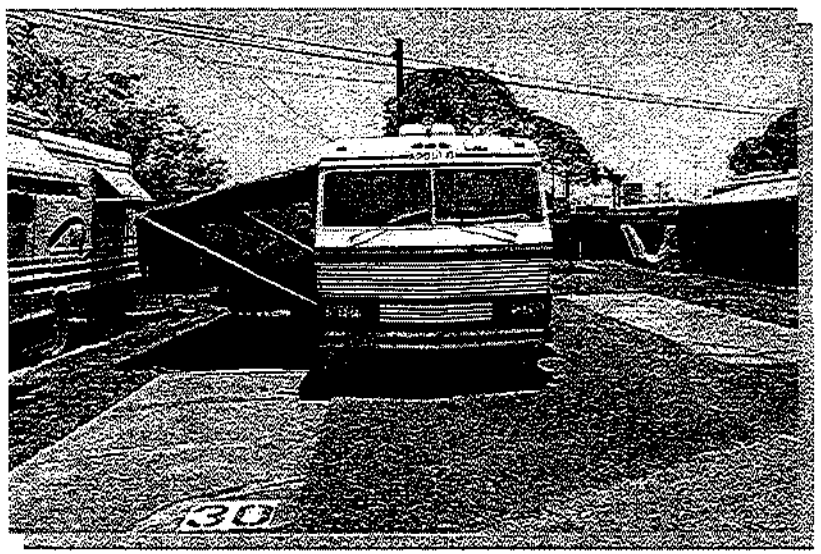


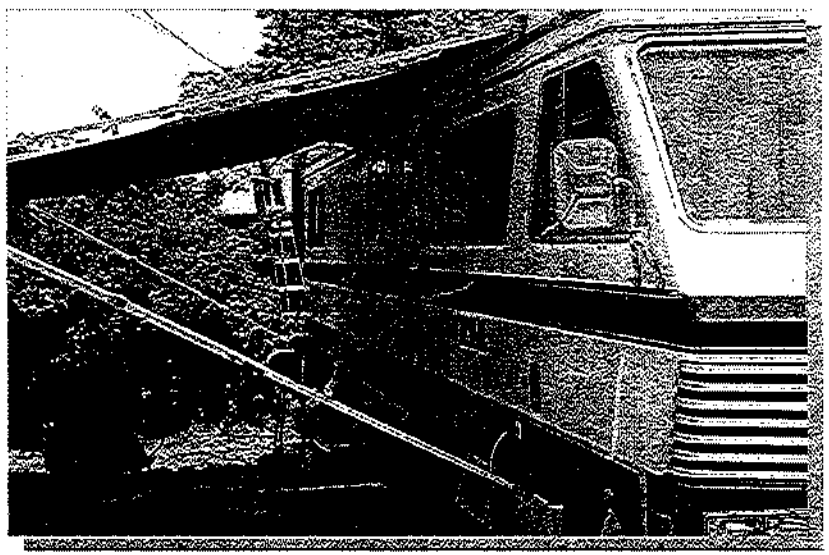
28 Wagon Wheel

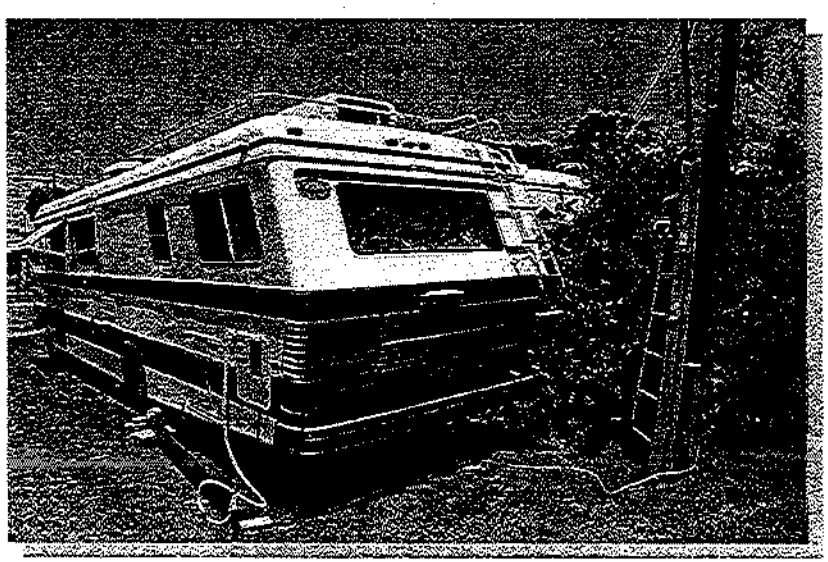




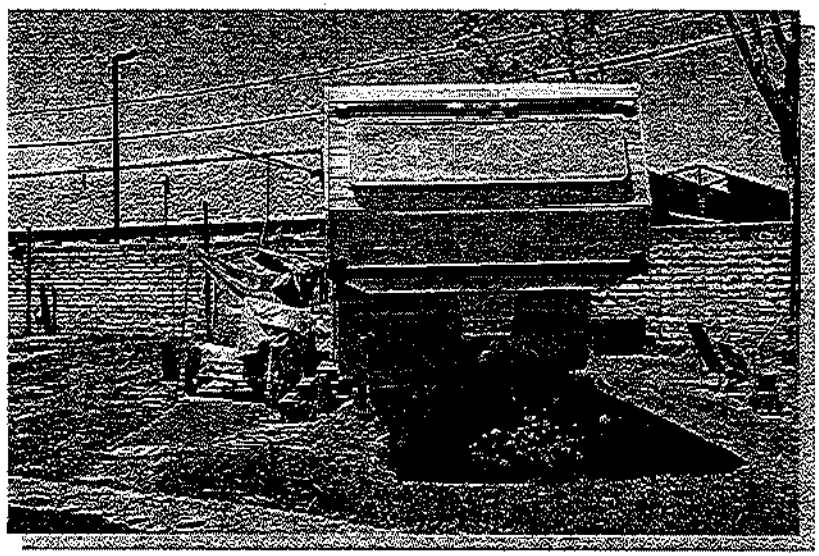
30 Wagon Wheel

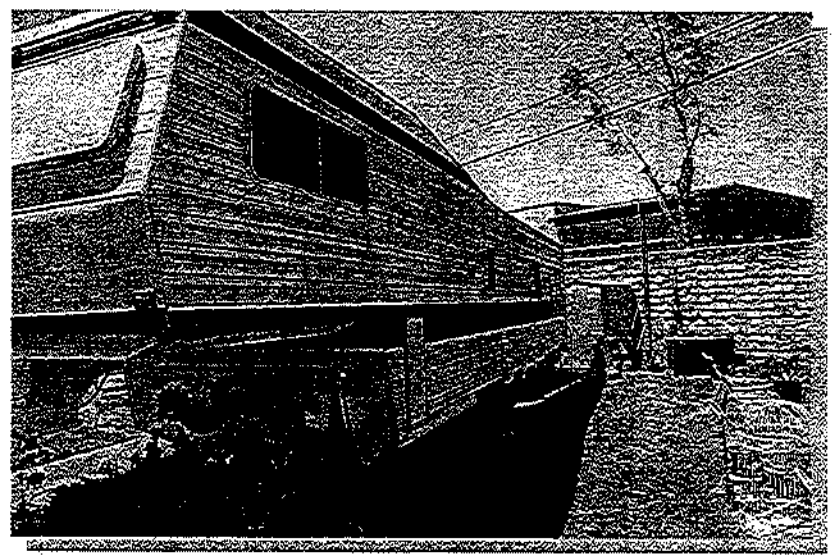


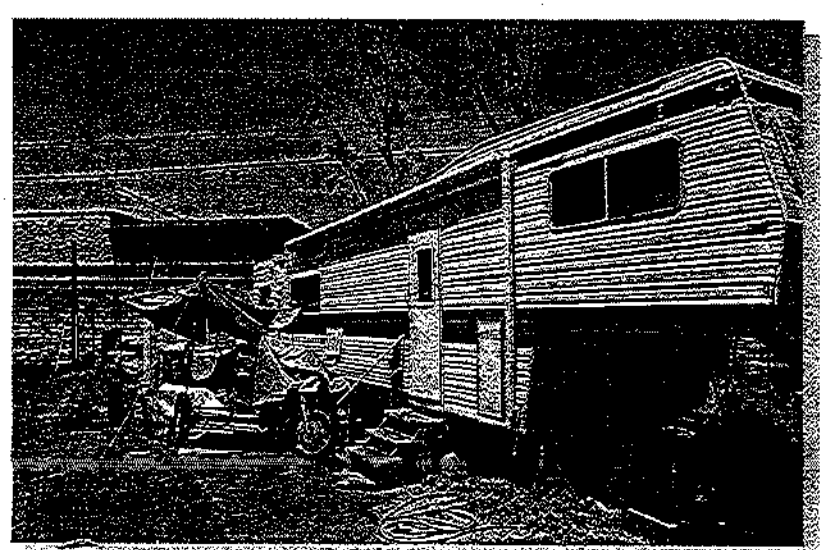


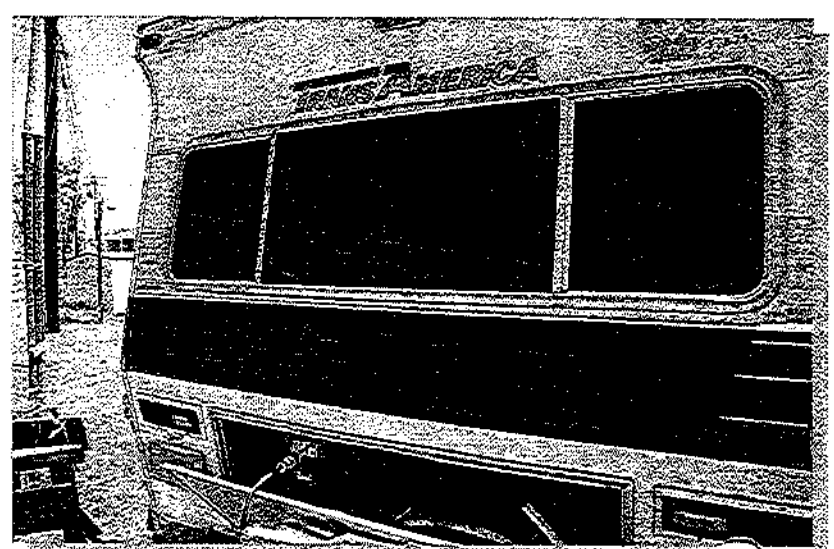


31 Wagon Wheel









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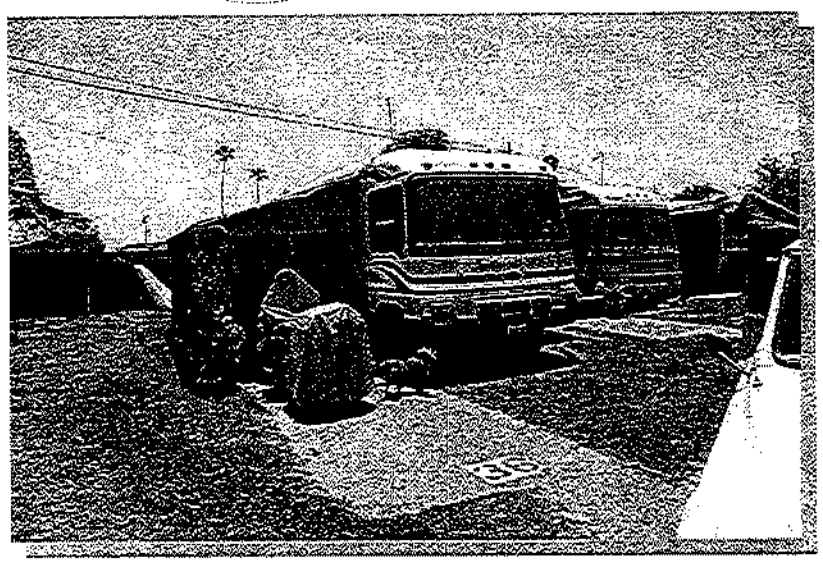
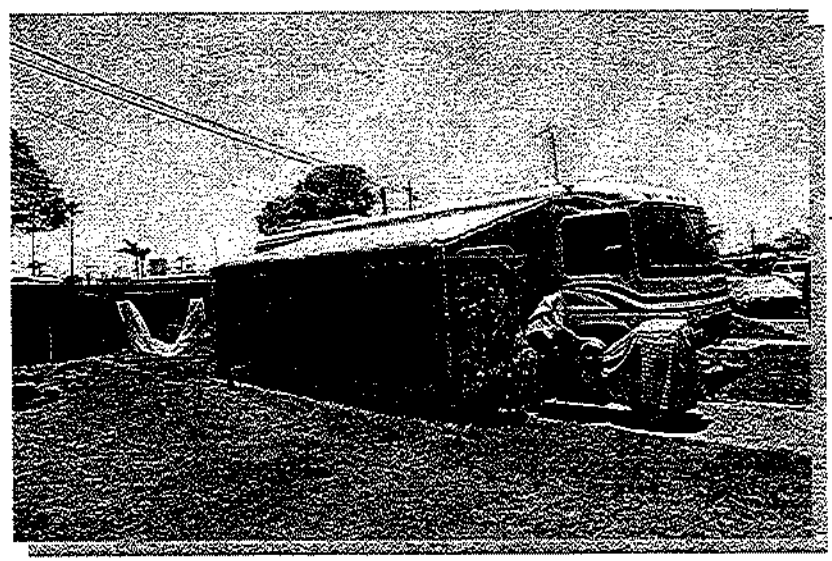
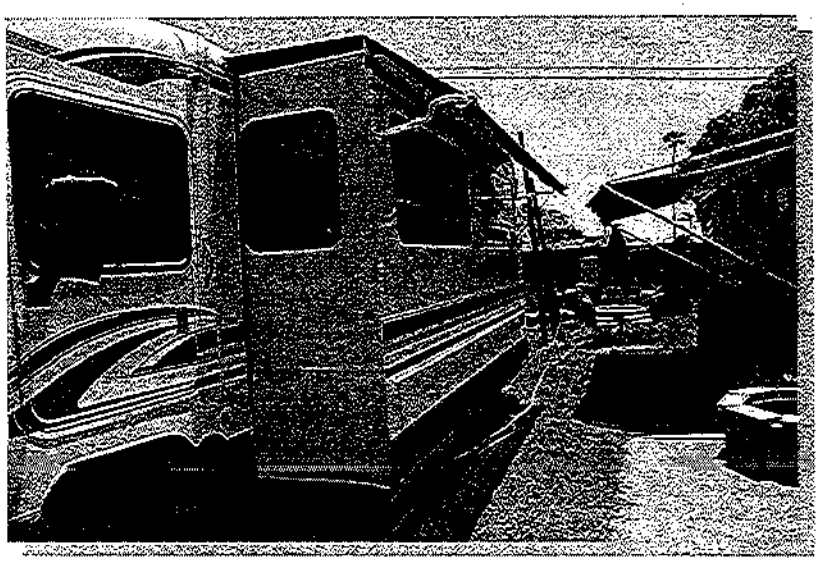
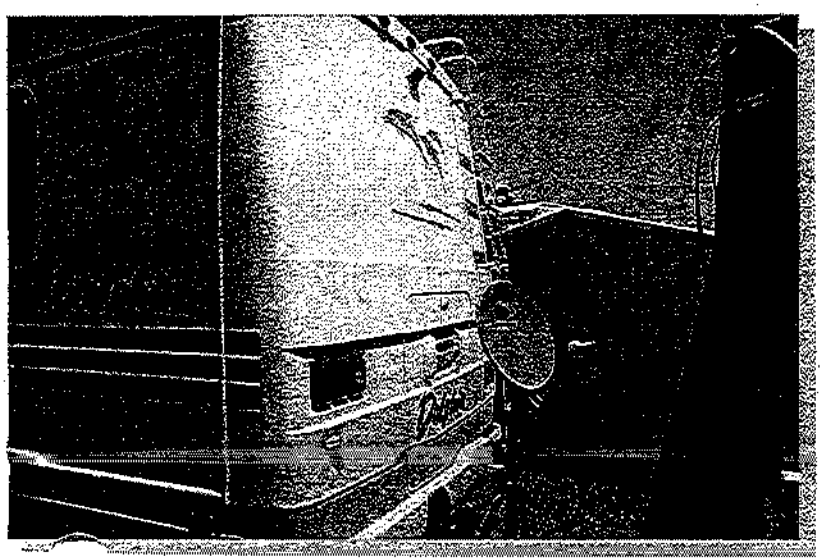


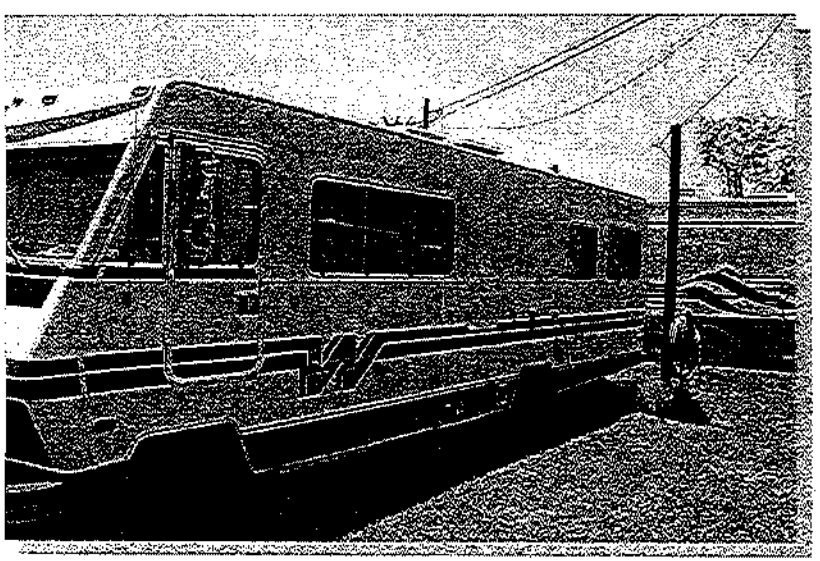


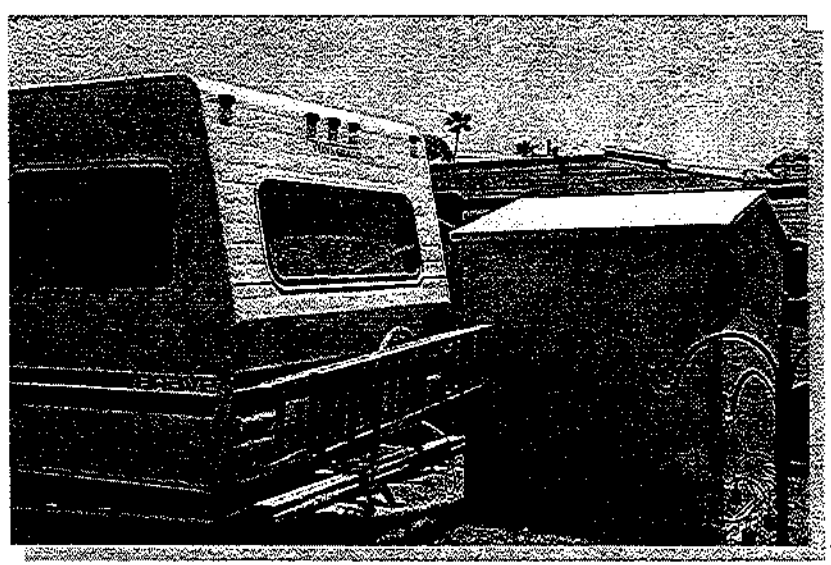


37 Wagon Wheel

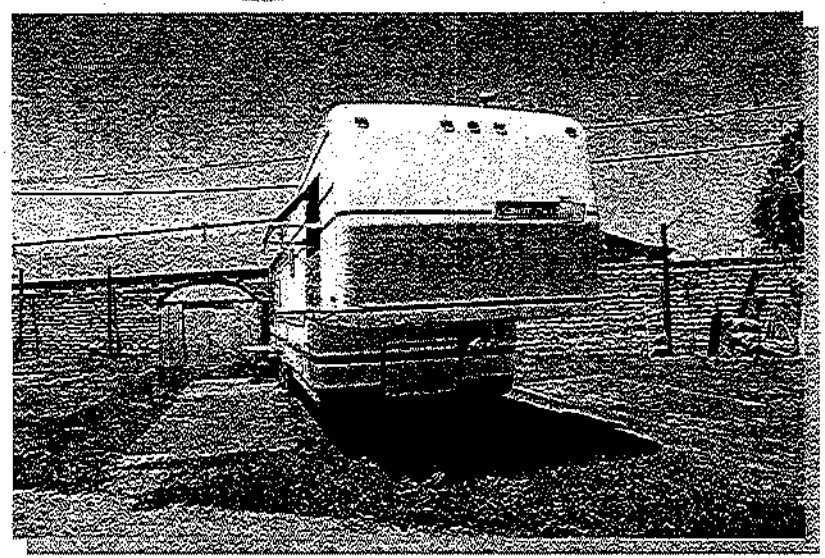


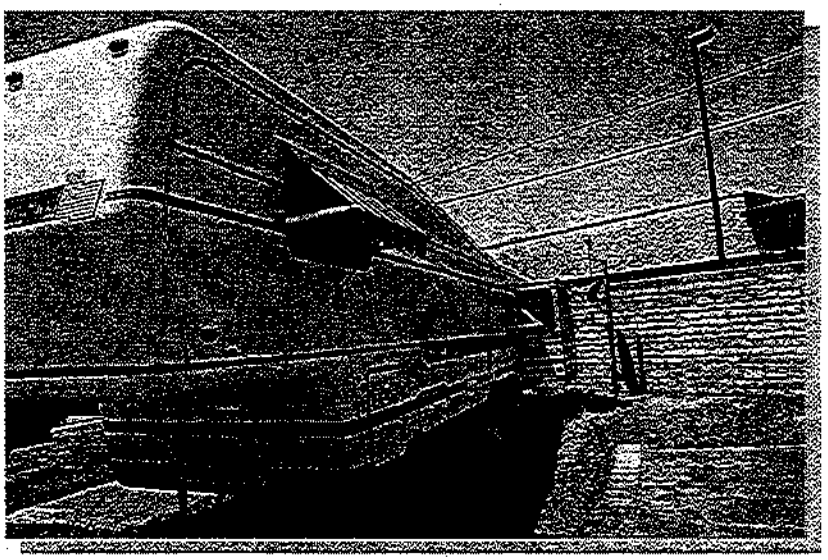
38 Wagon Wheel

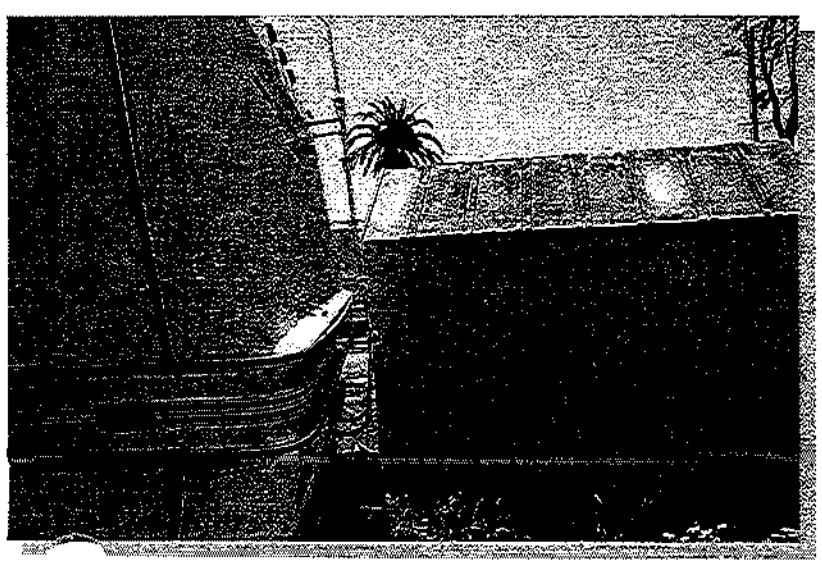


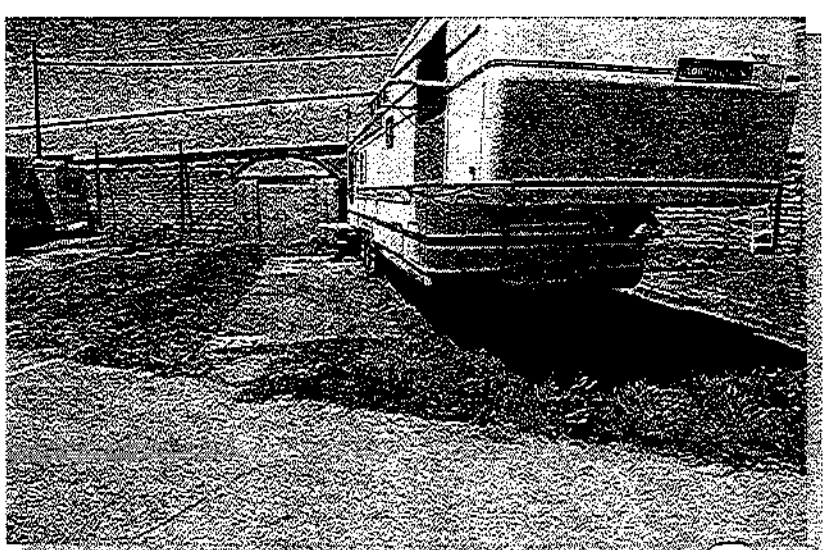


39 Wagon Wheel

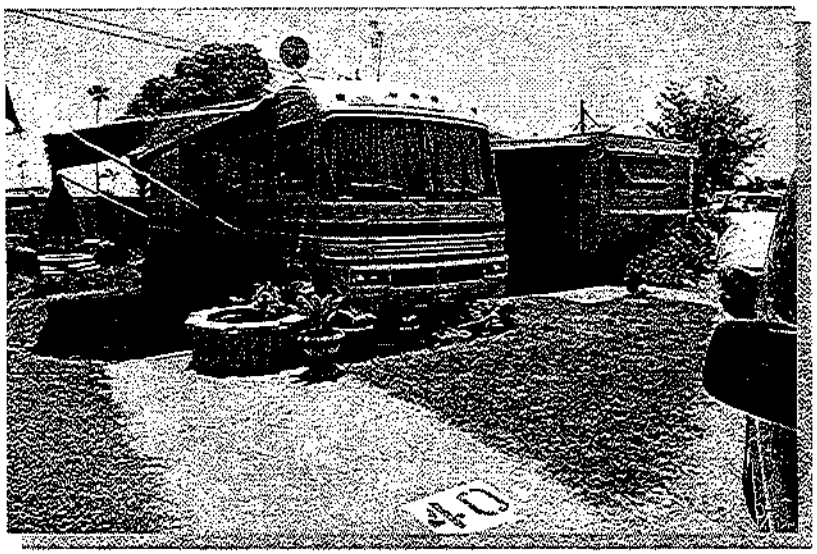


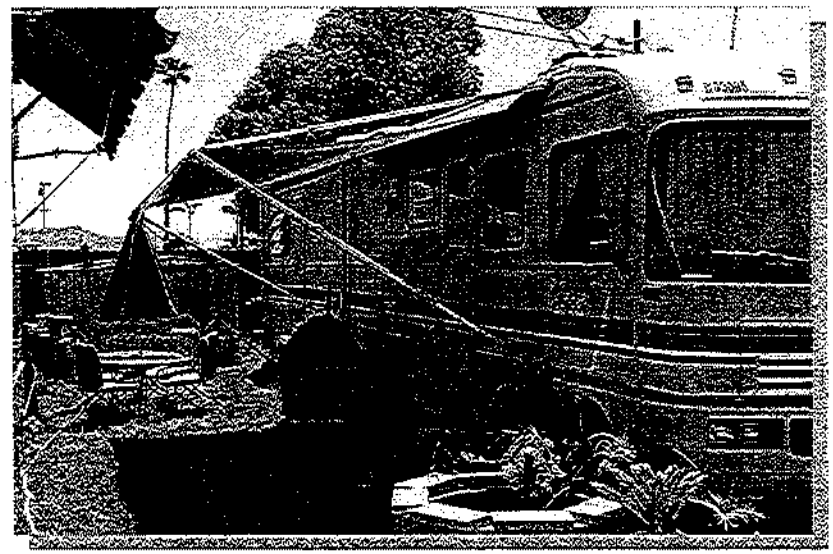




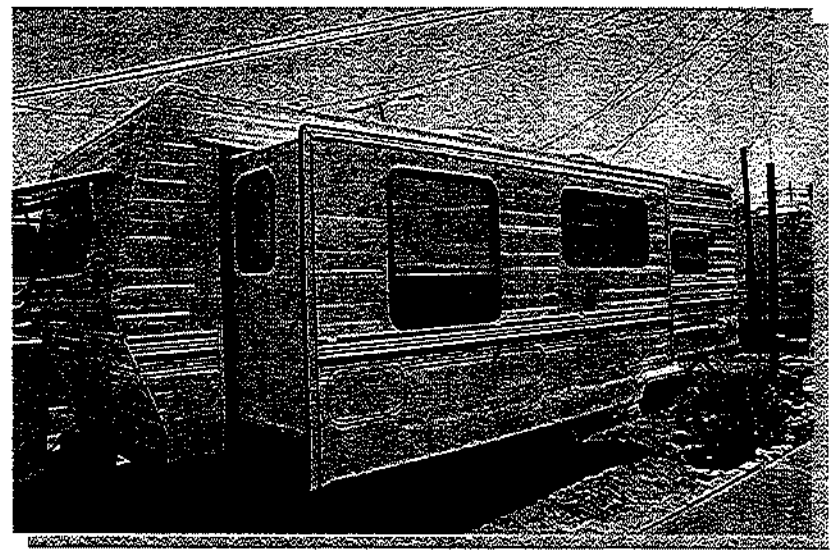


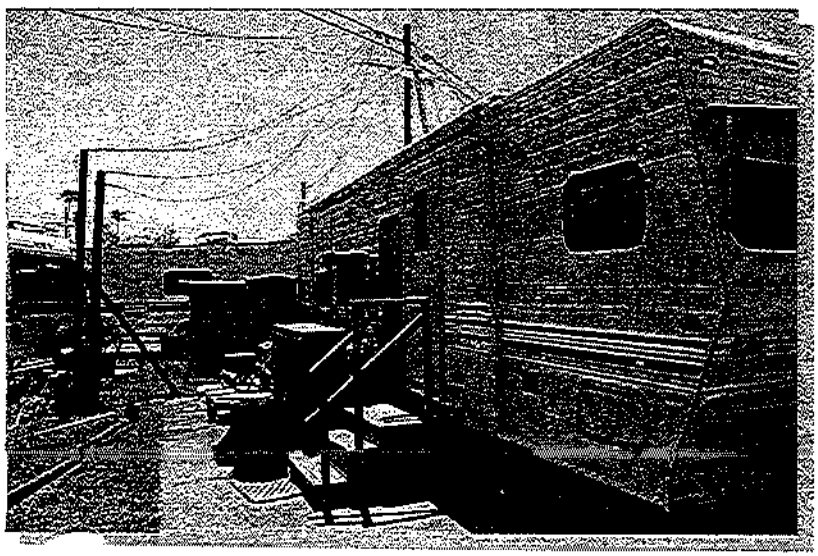
40 Wagon Wheel

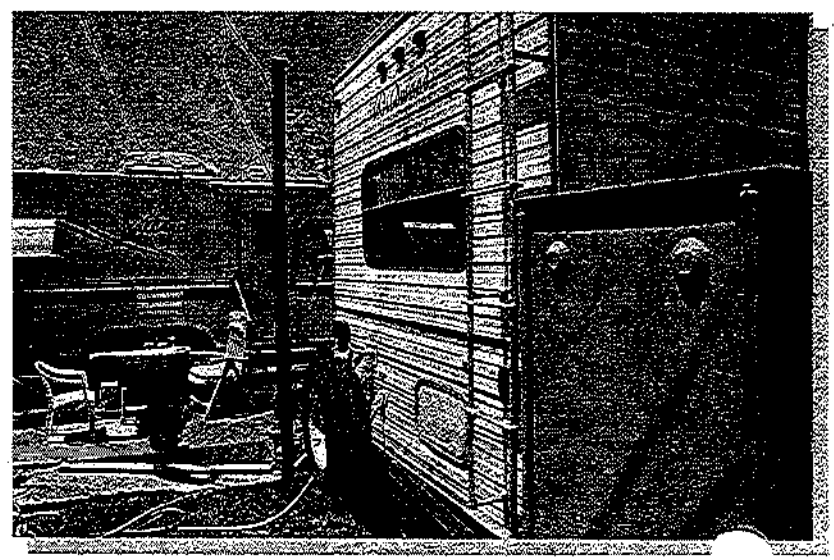




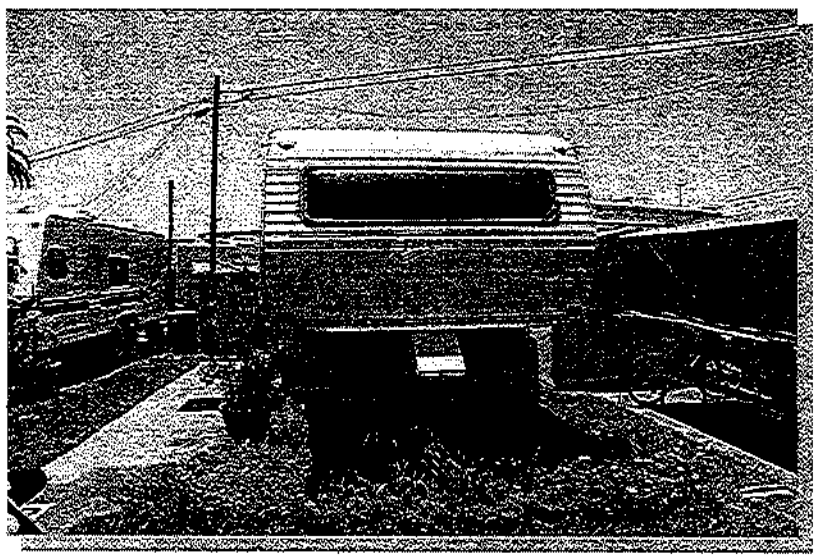
41 Wagon Wheel

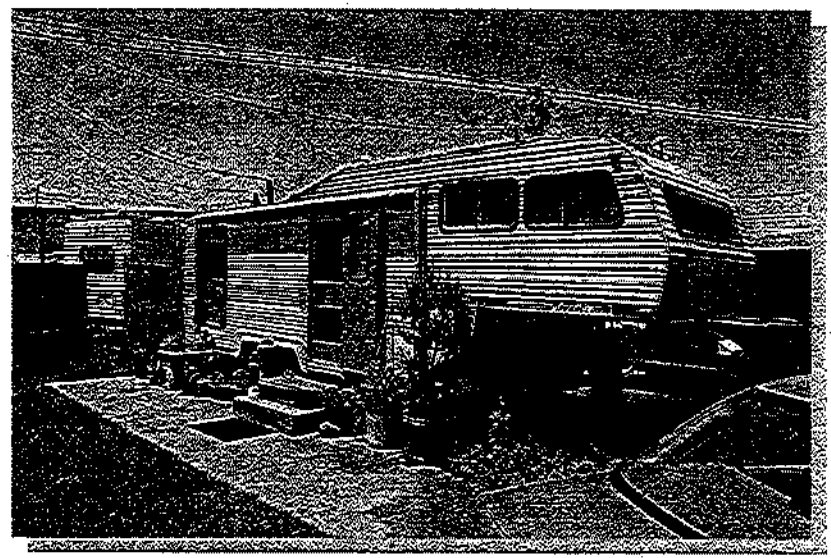


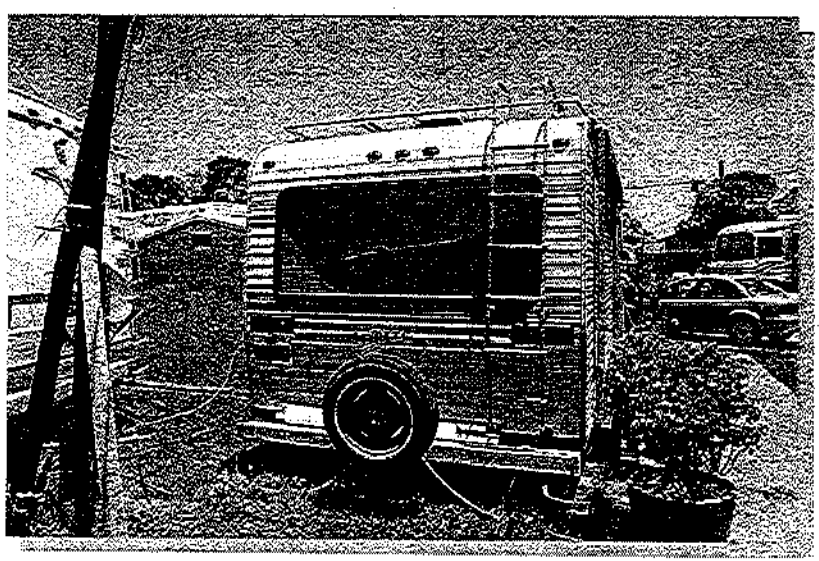


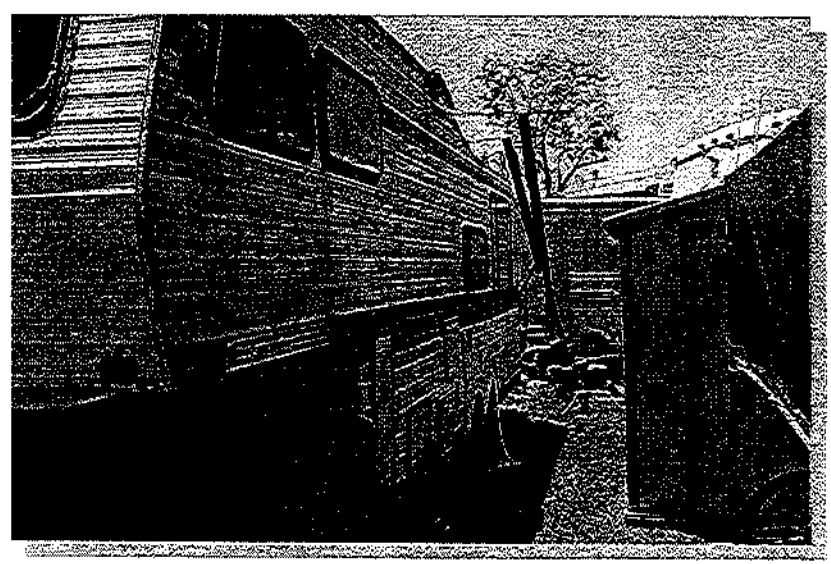


42 Wagon Wheel

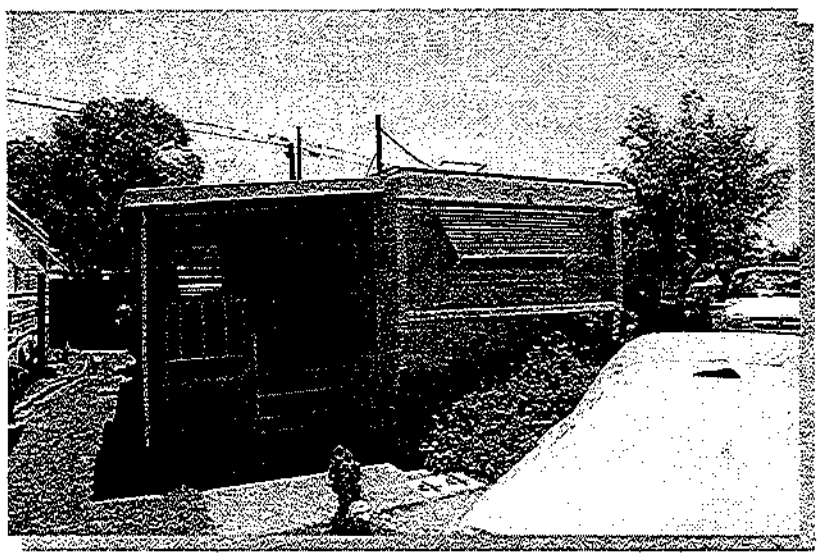


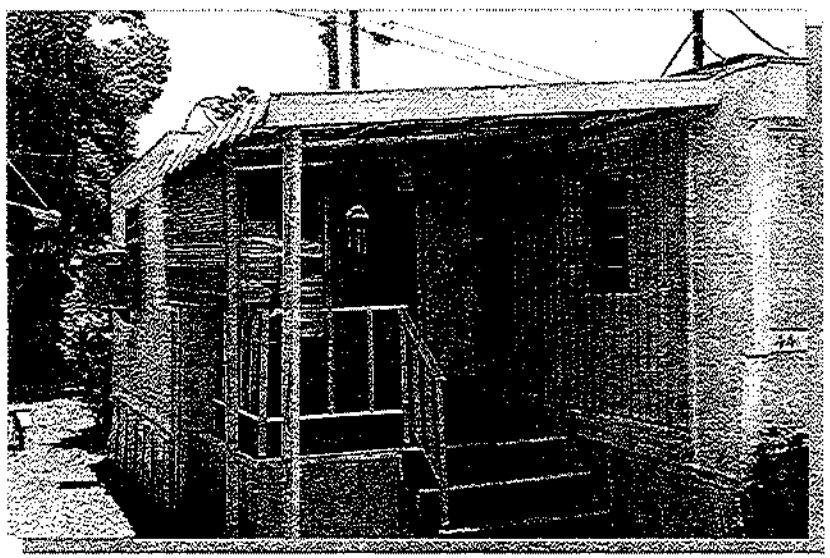


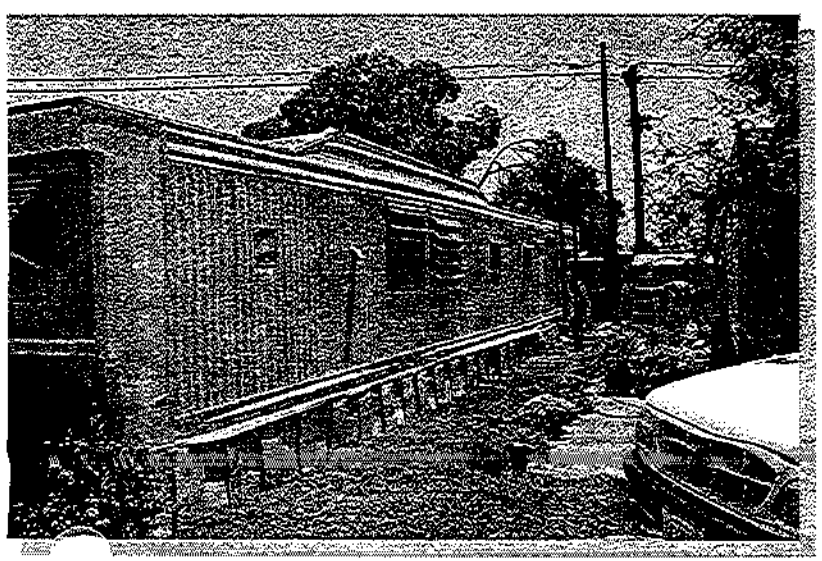


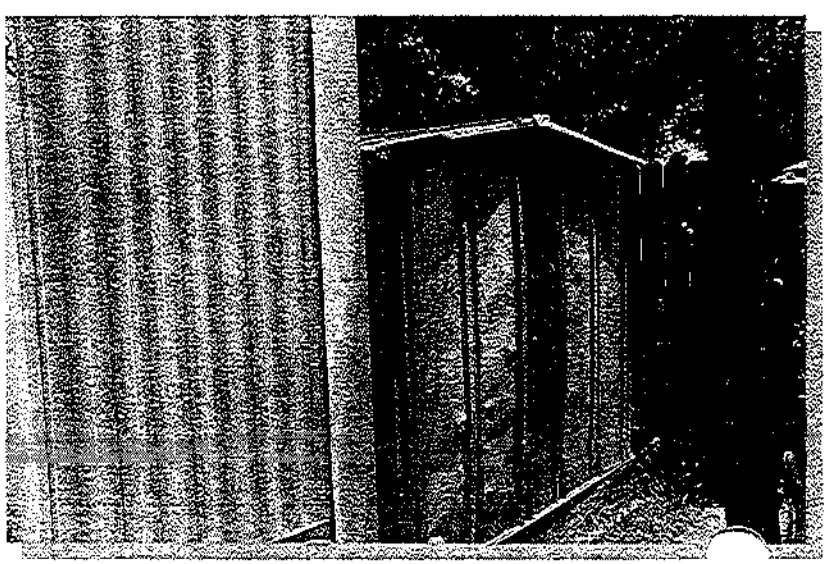


44 Wagon Wheel

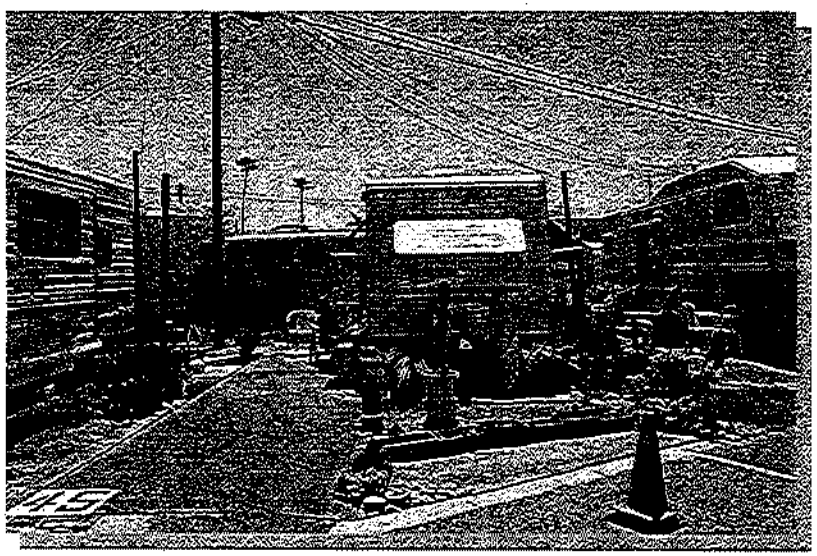


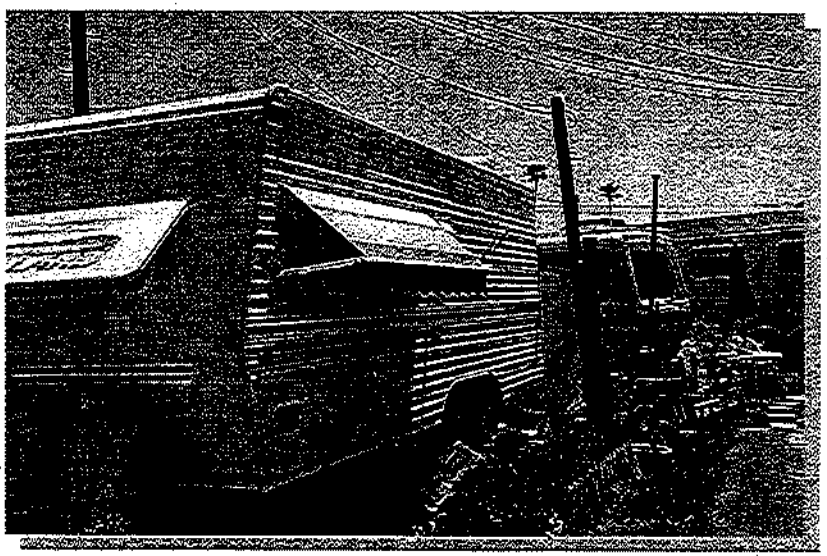


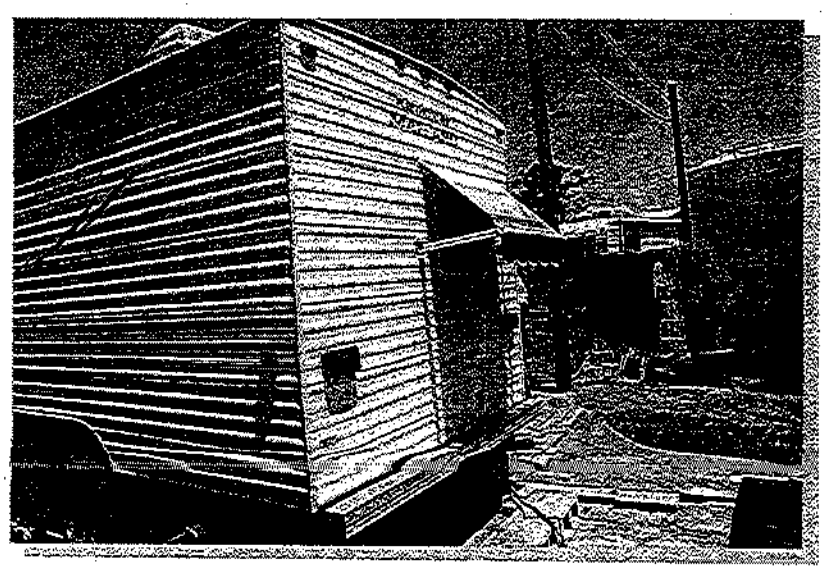


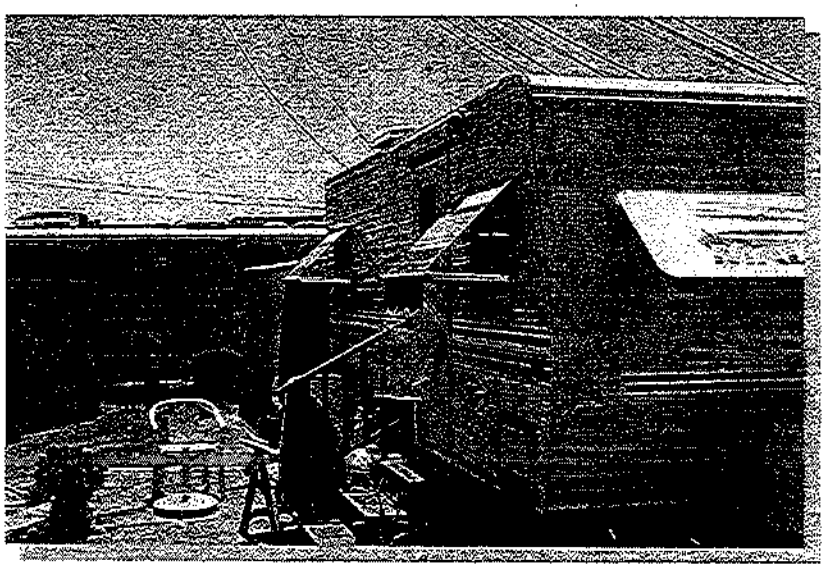


45 Wagon Wheel

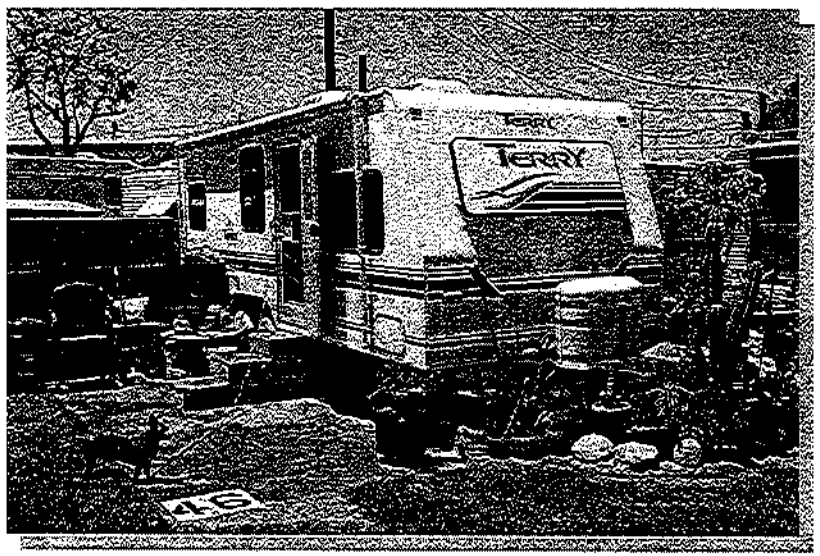


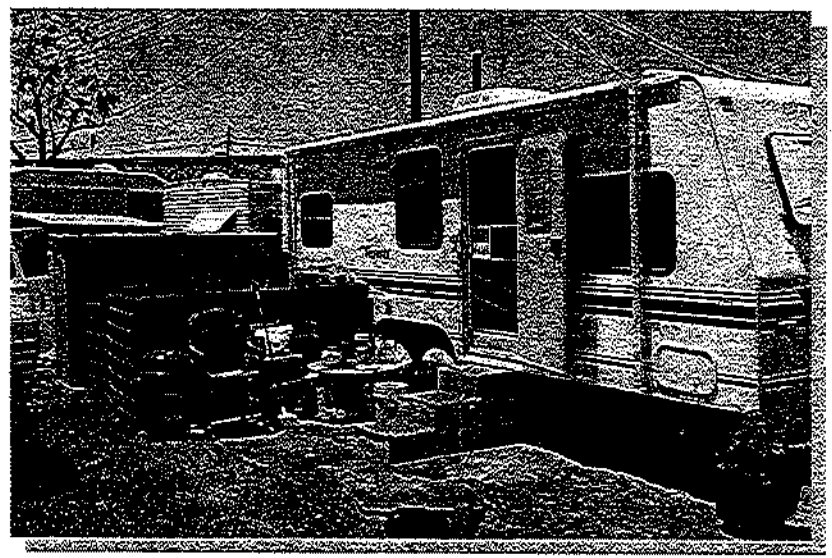


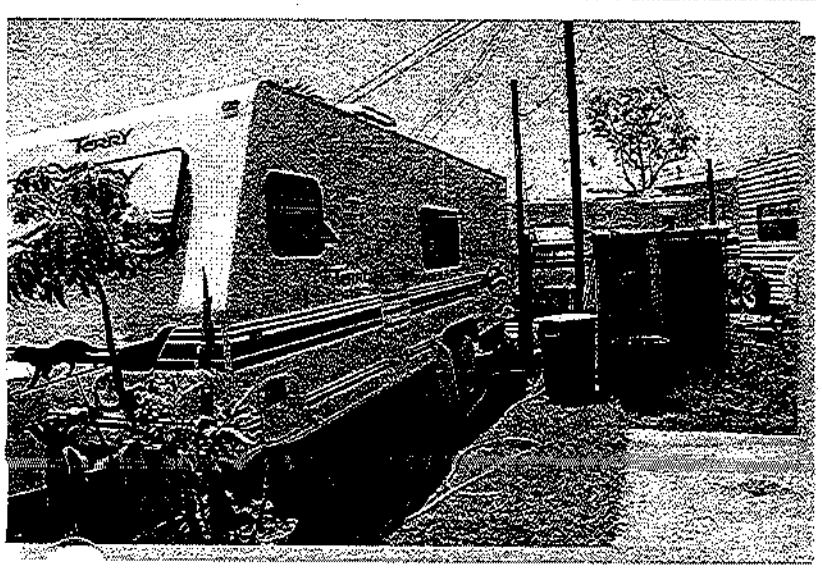


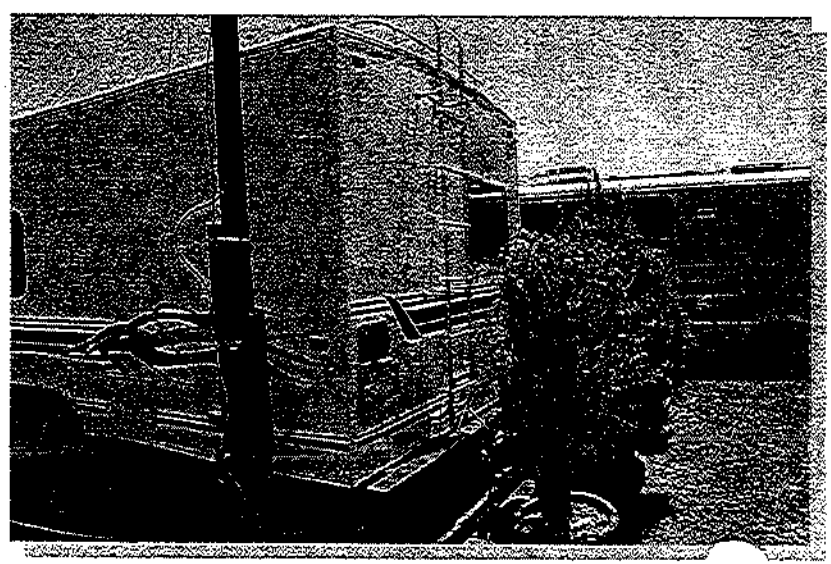


46 Wagon Wheel

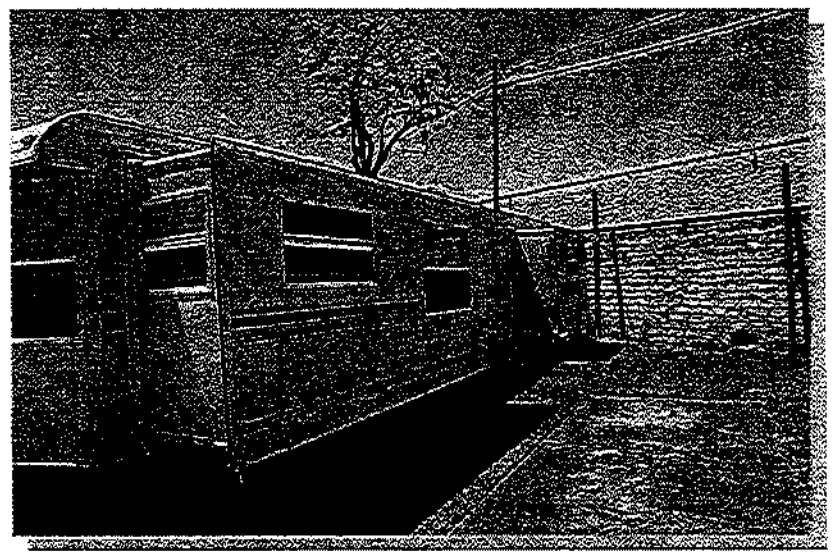


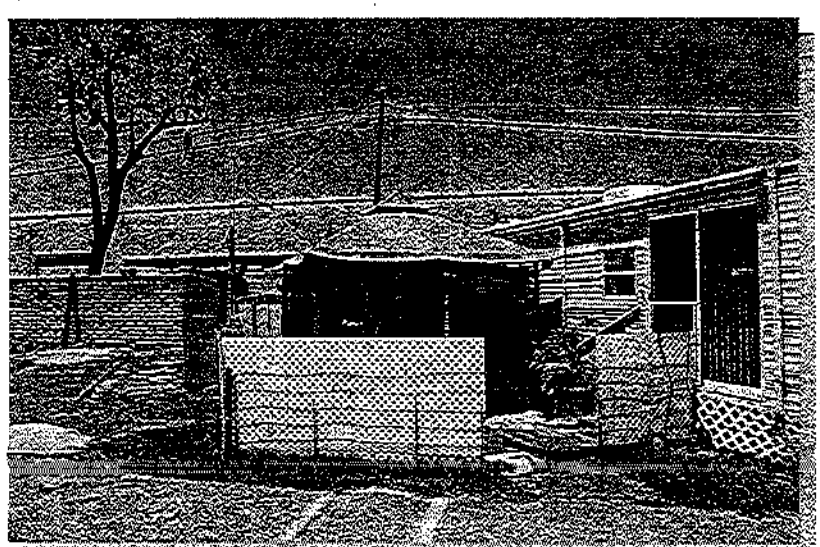


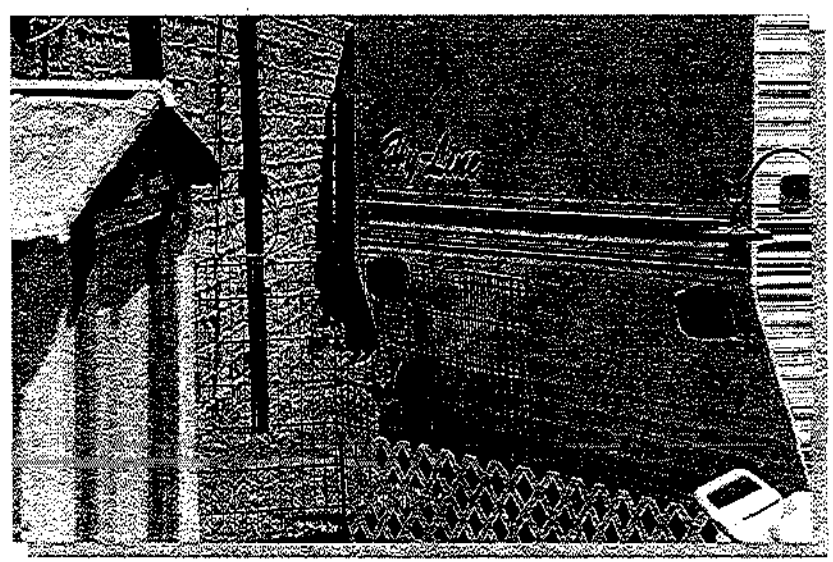




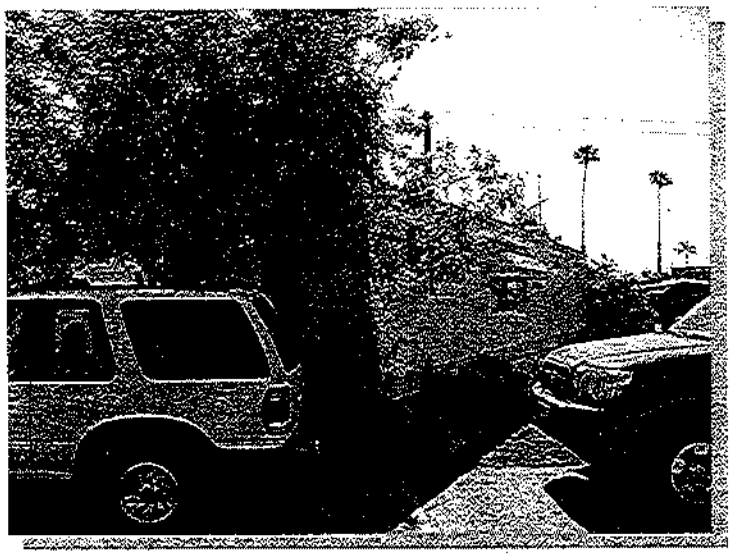
47 Wagon Wheel

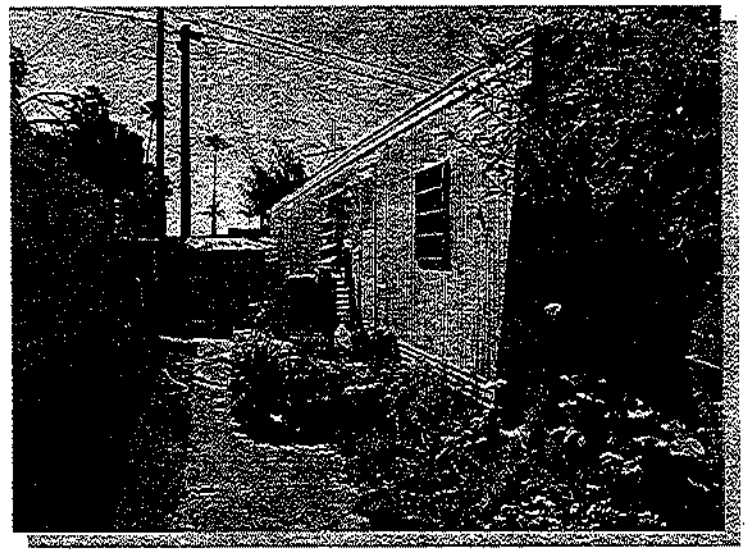


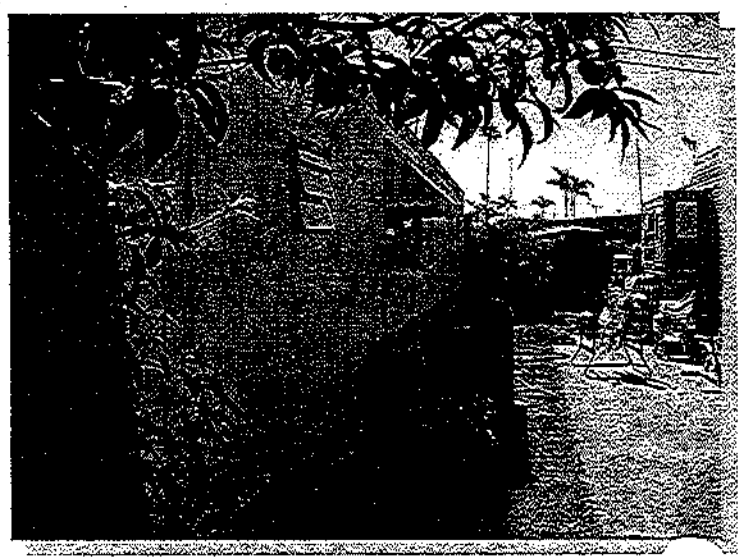




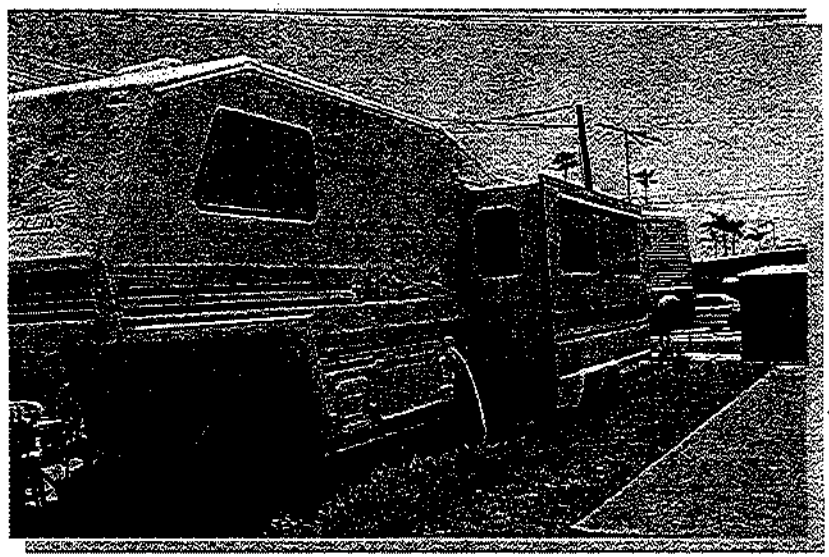
48 Wagon Wheel



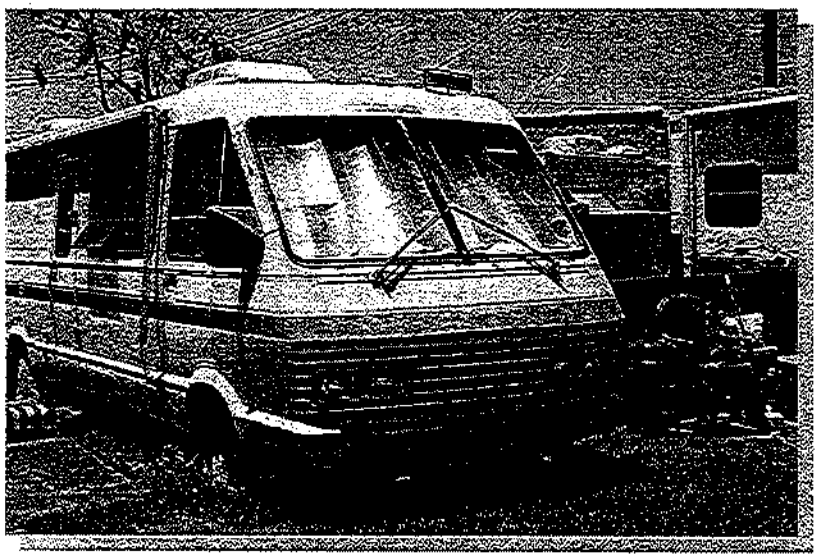


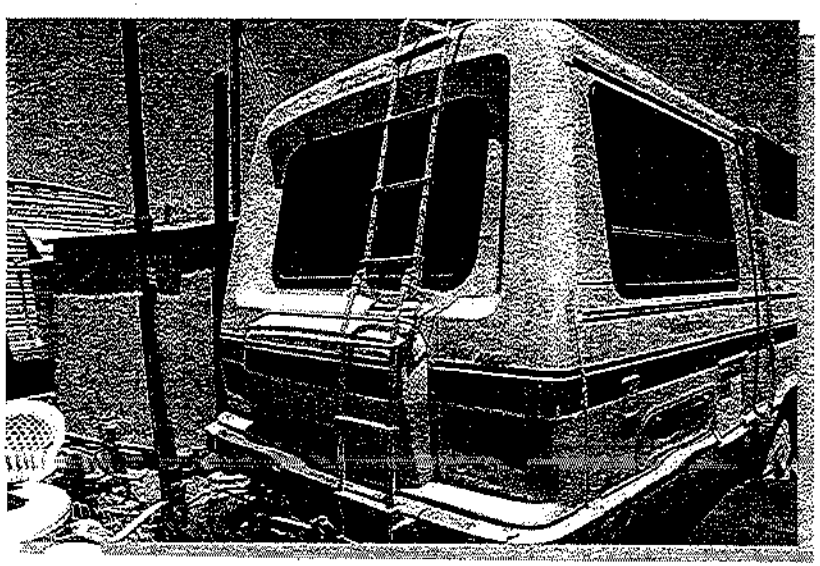


49 Wagon Wheel

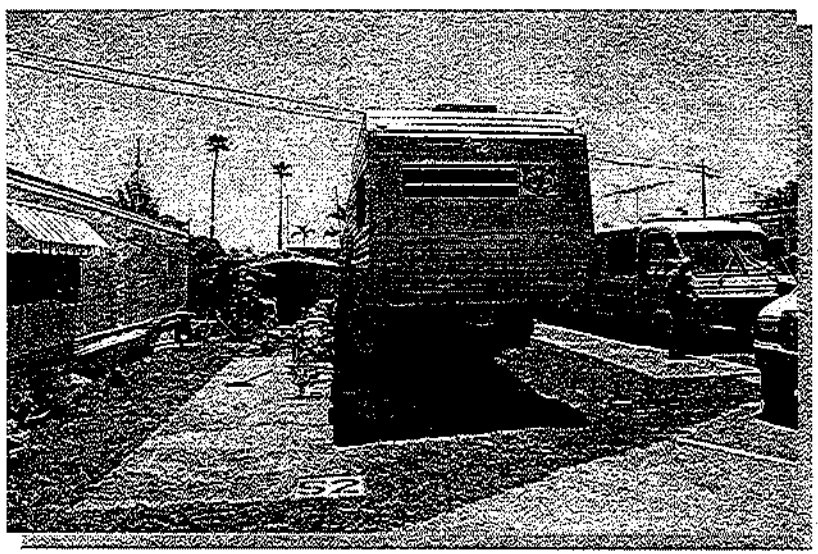


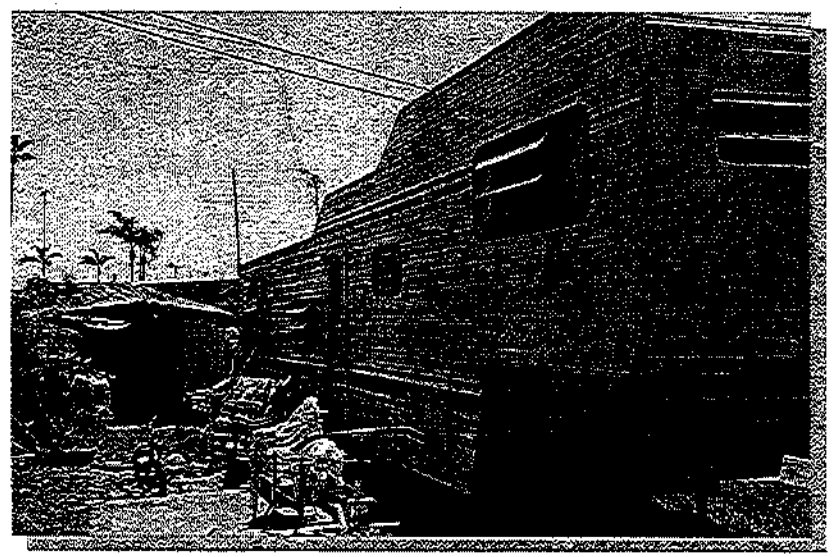
50 Wagon Wheel

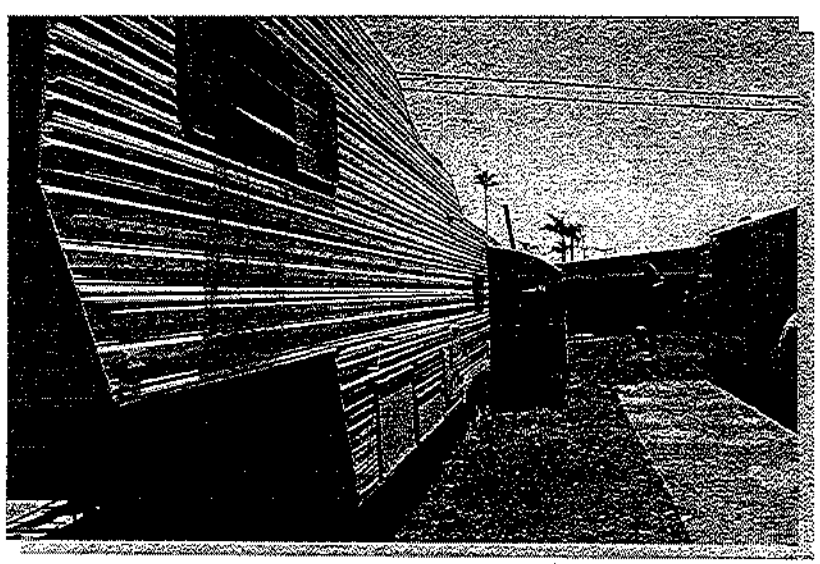


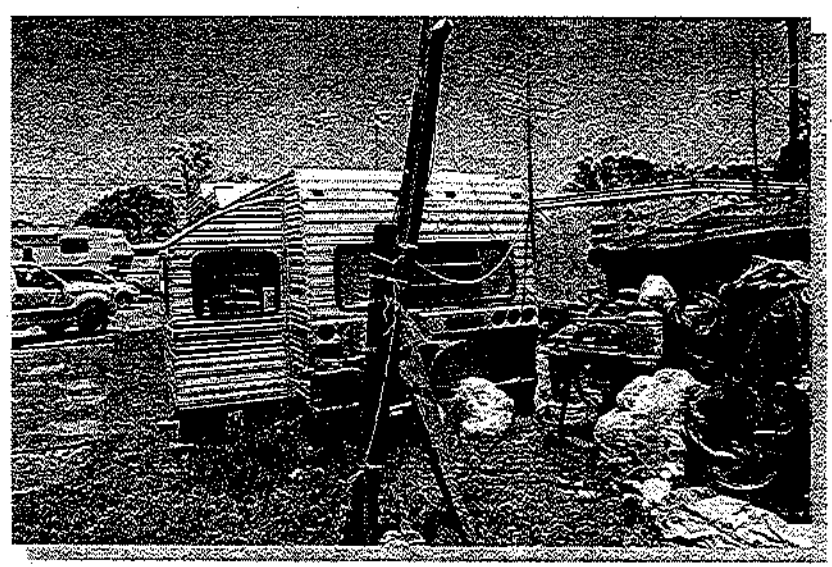


52 Wagon Wheel









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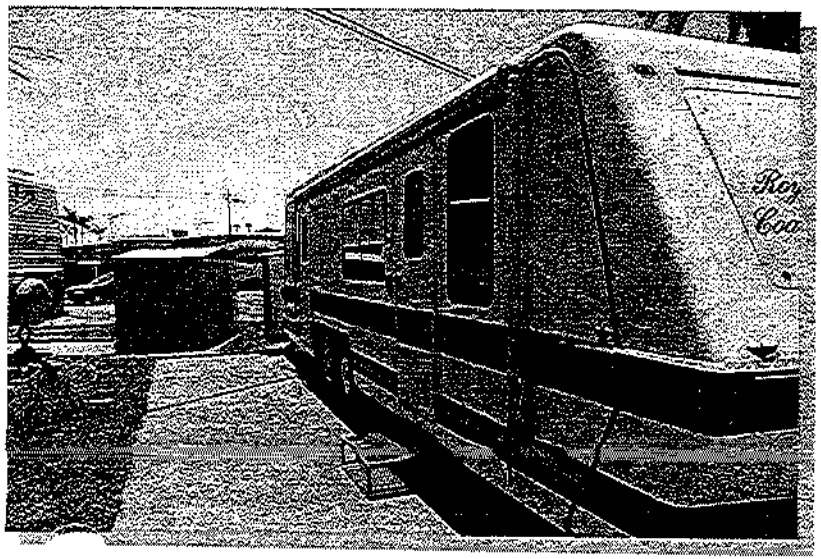
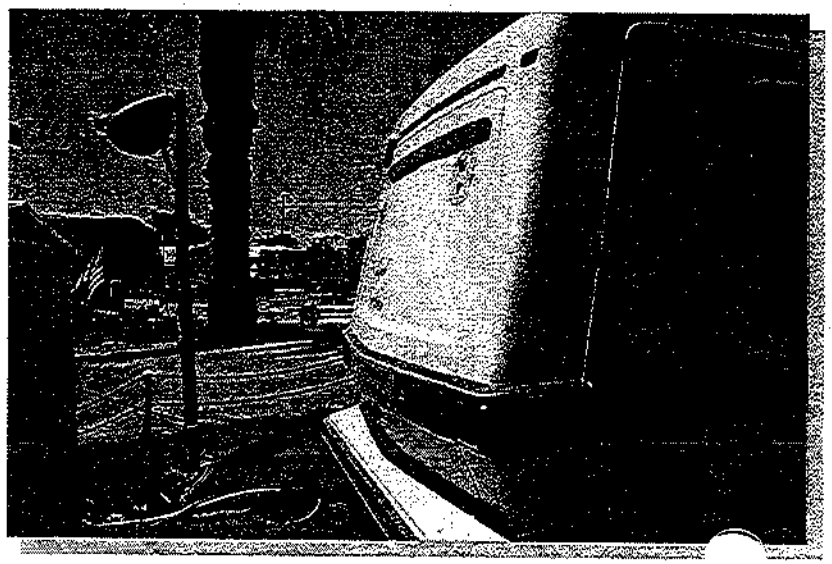
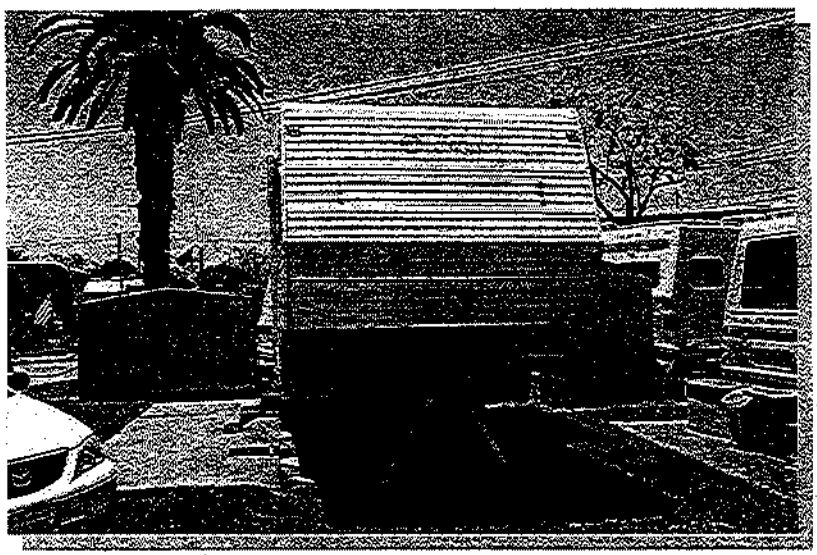
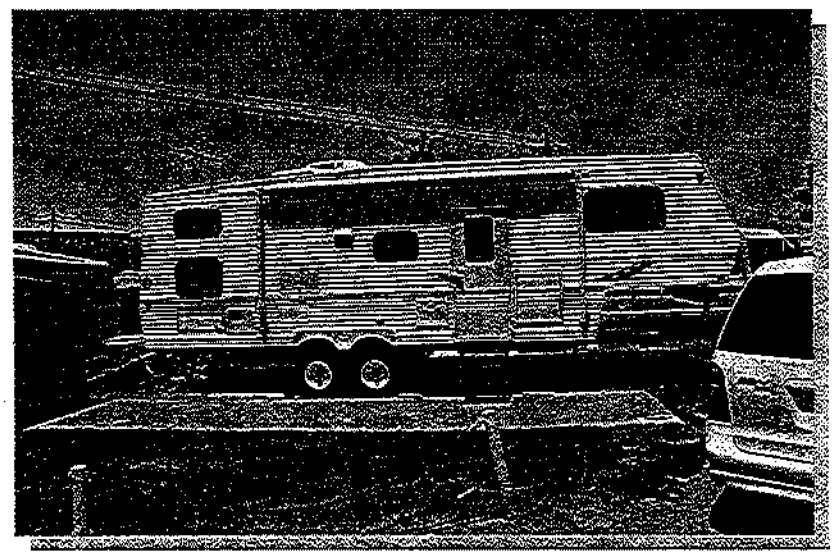
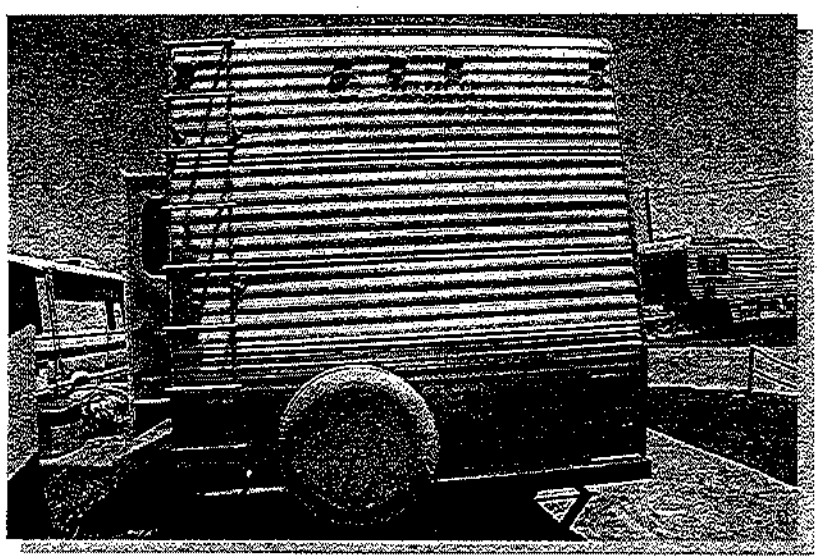




54 Wagon Wheel







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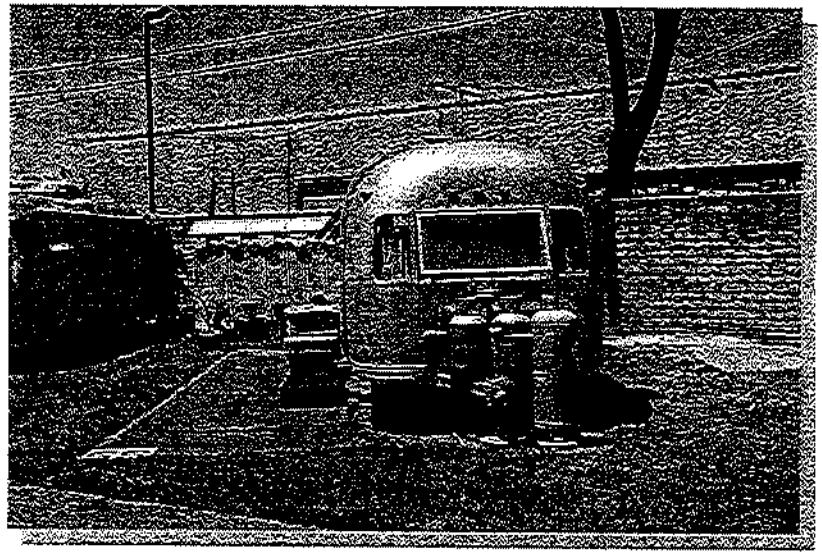
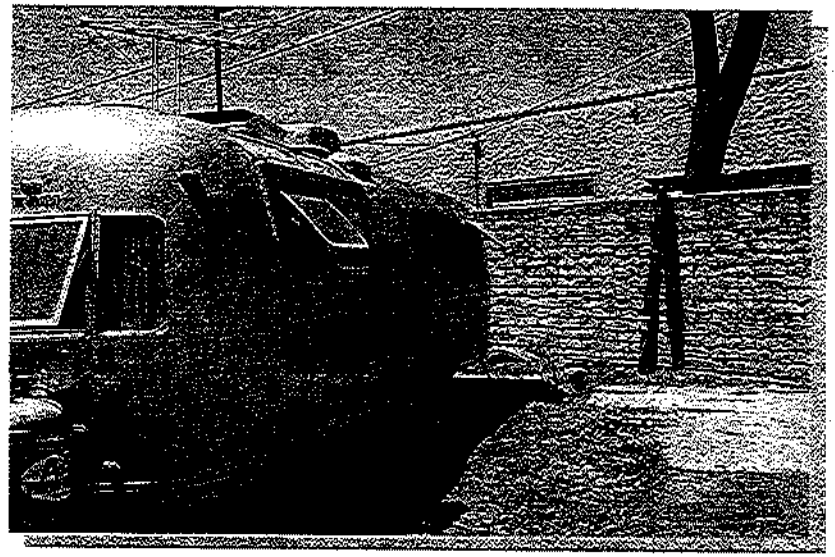
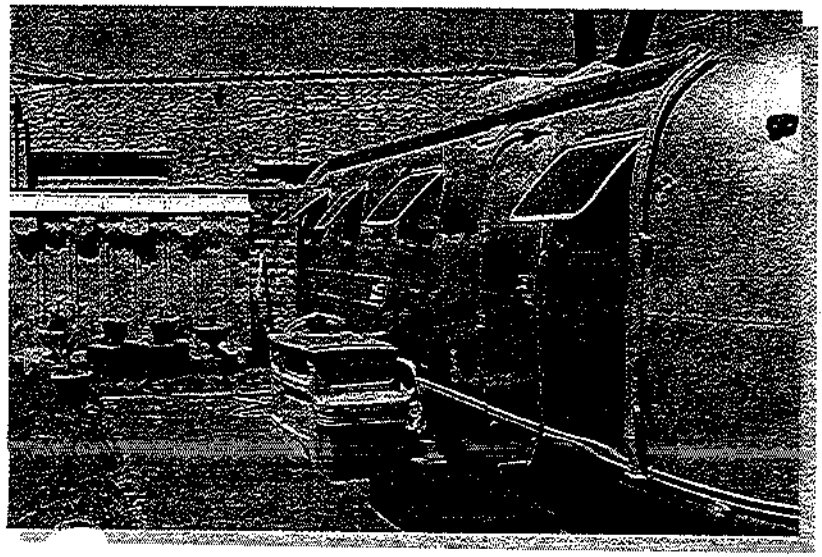
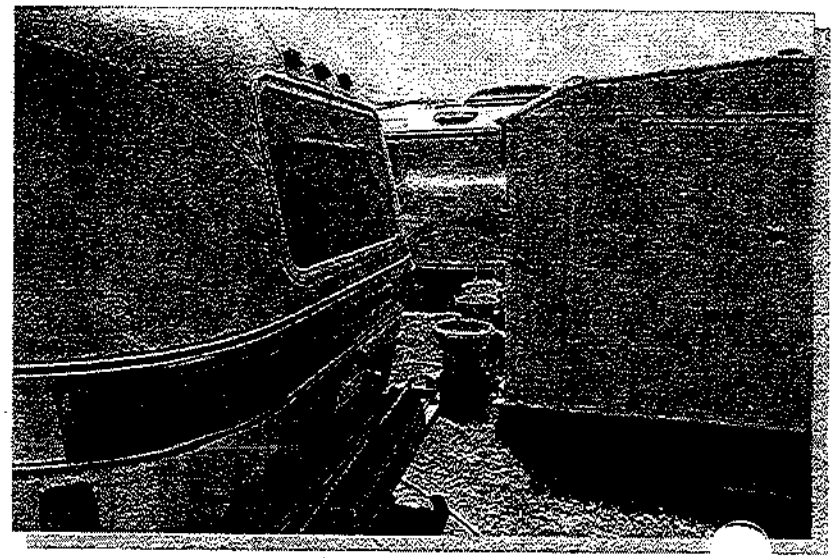
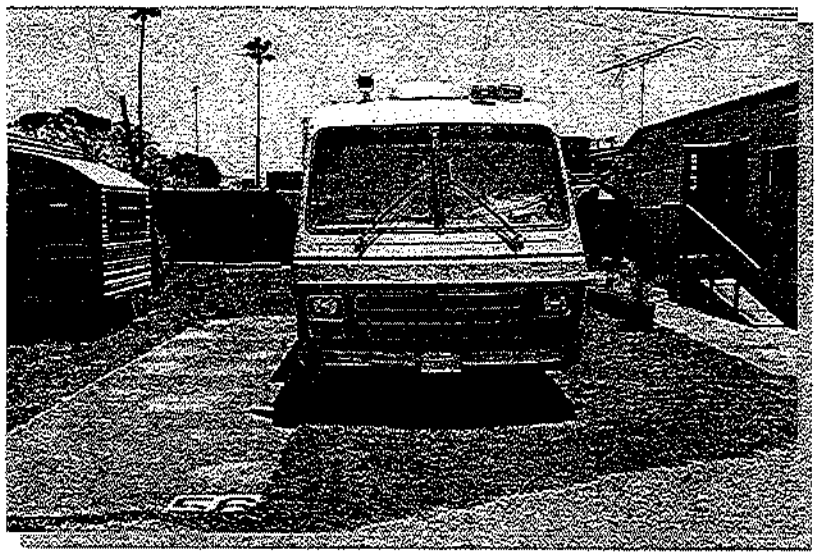


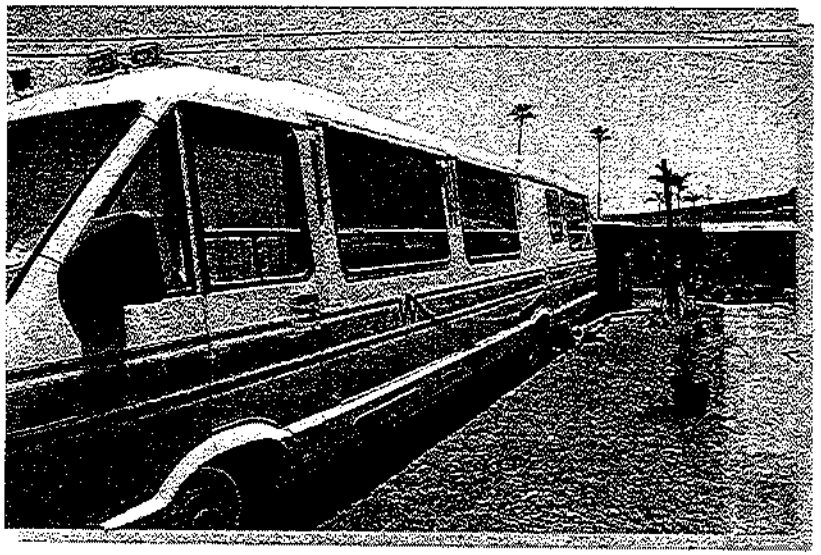


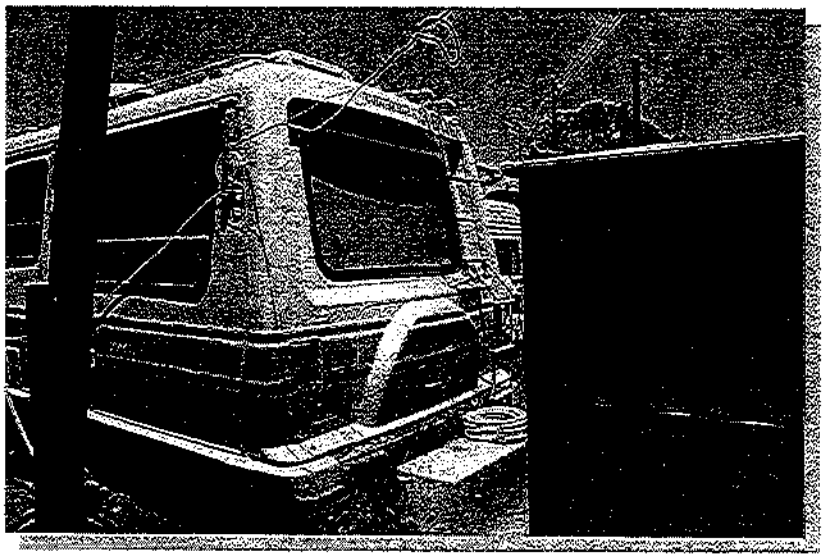




56 Wagon Wheel







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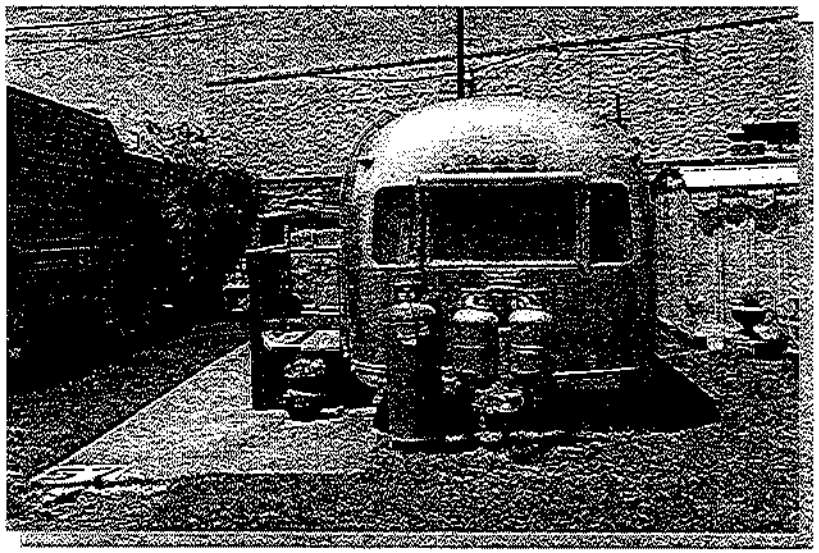

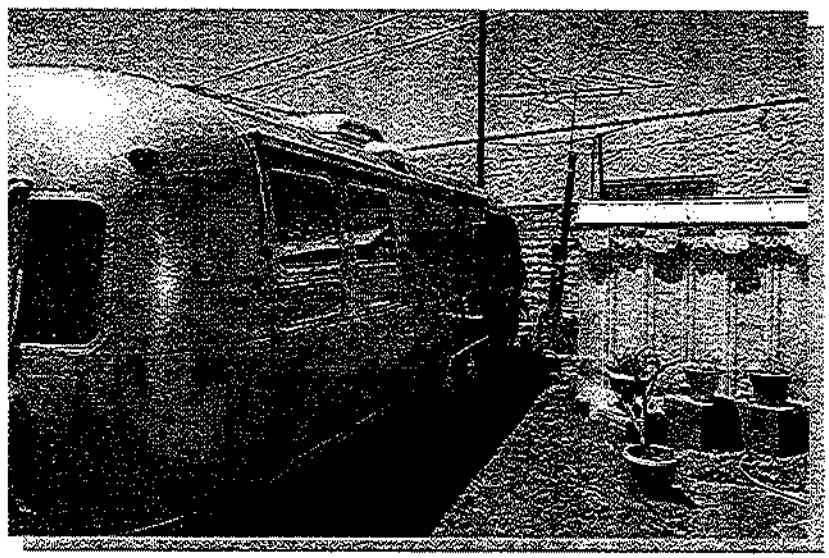

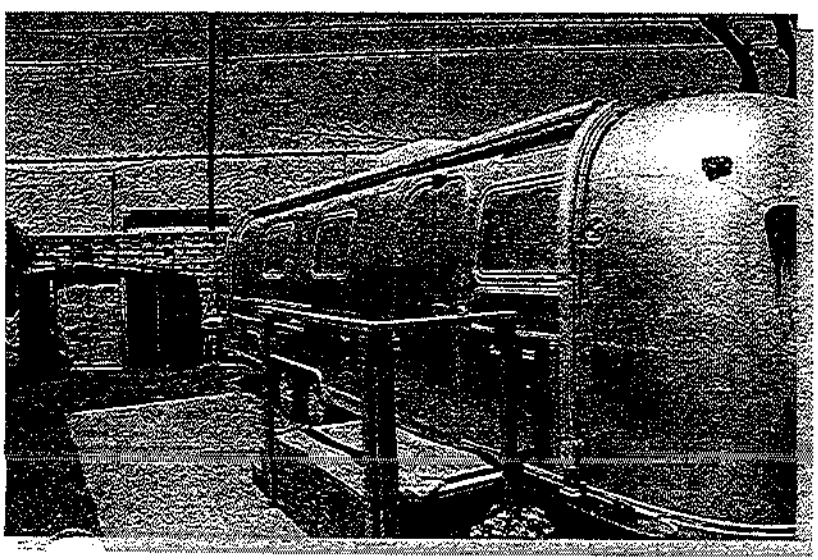

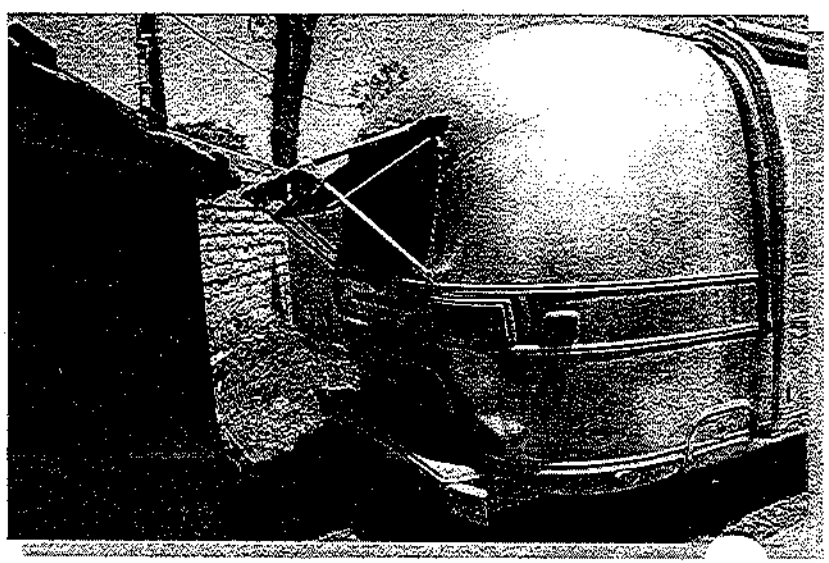

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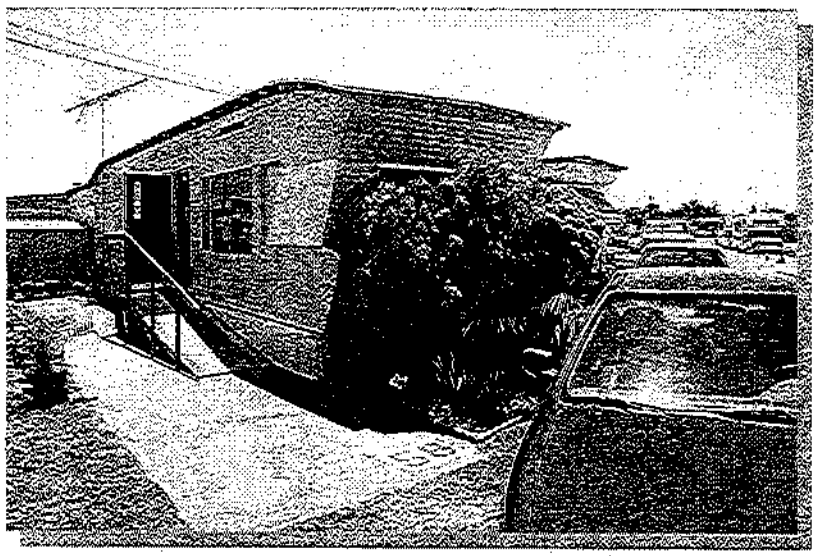
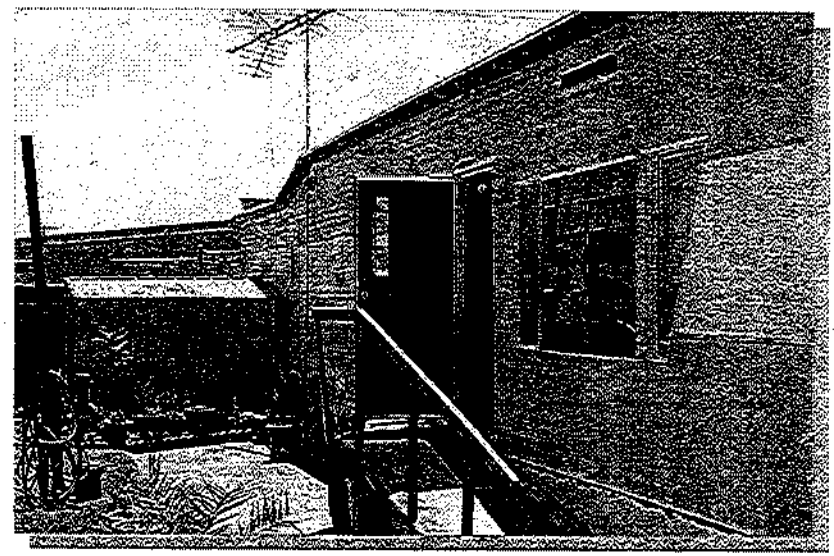
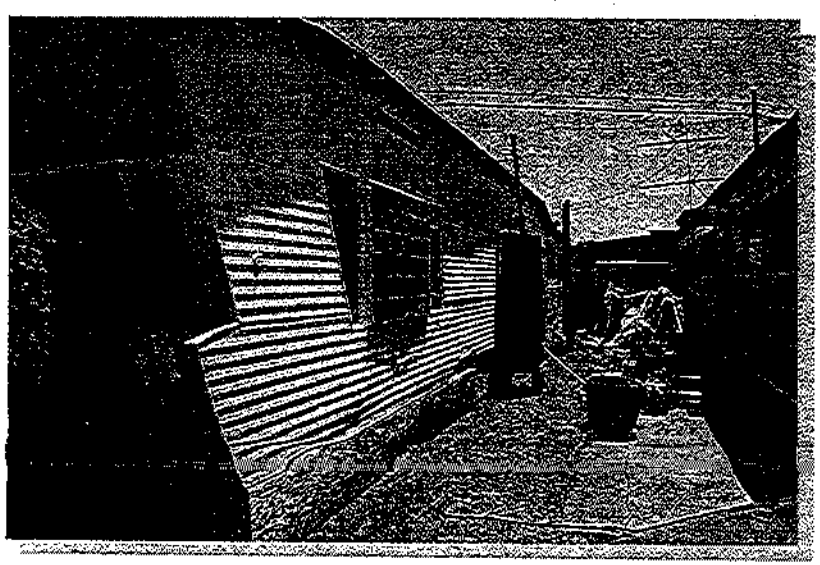
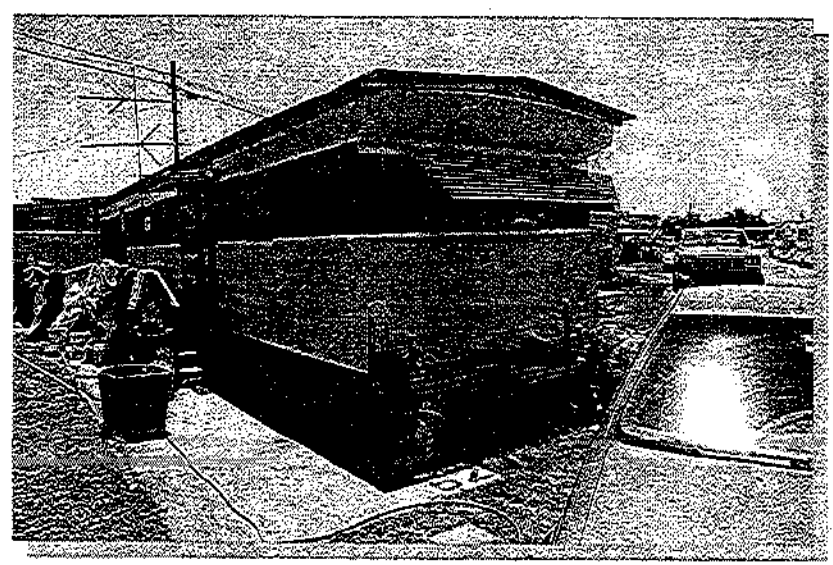
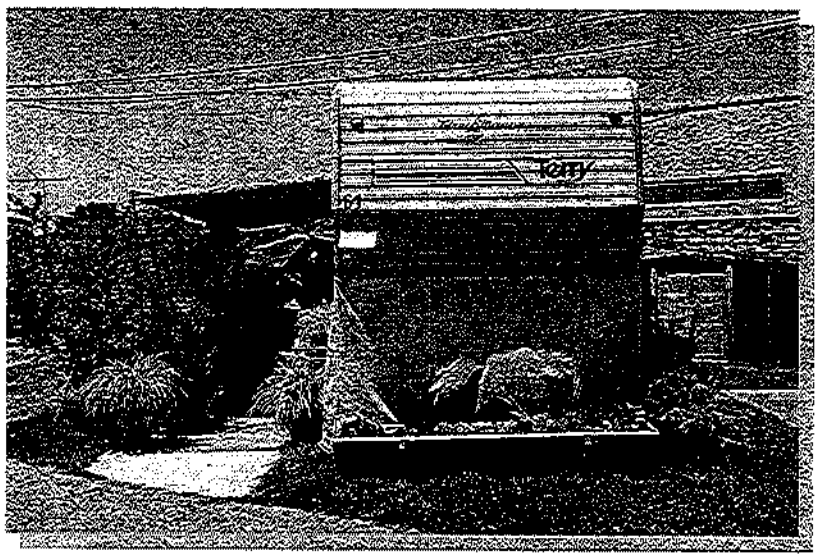


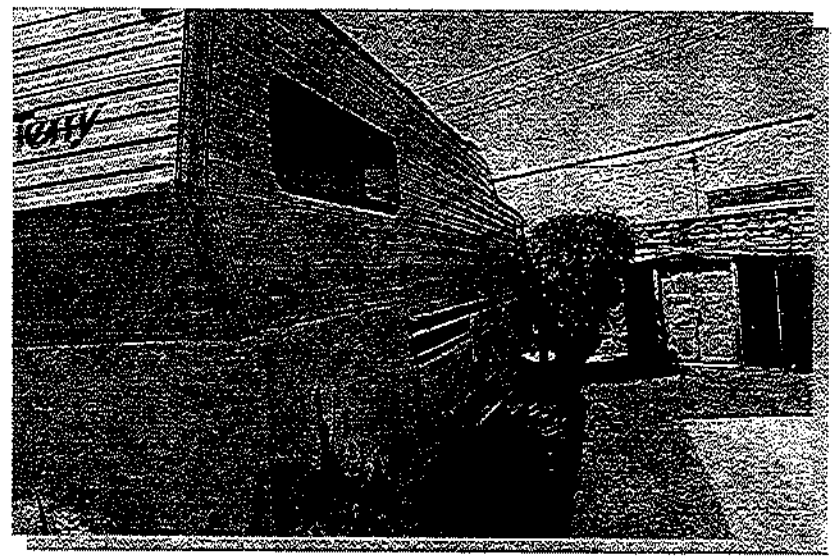


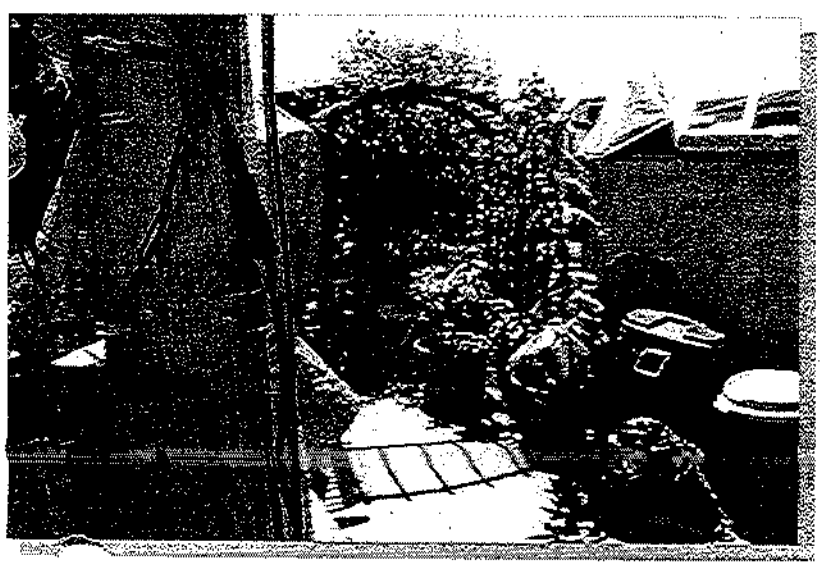




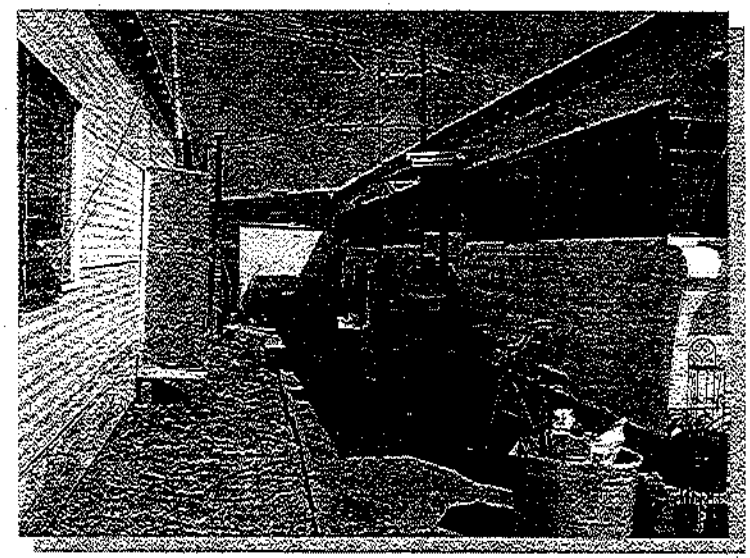
61 Wagon Wheel

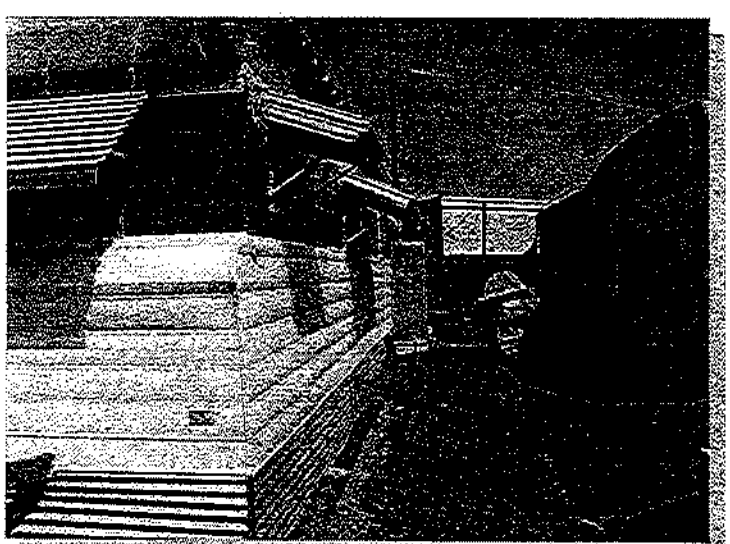


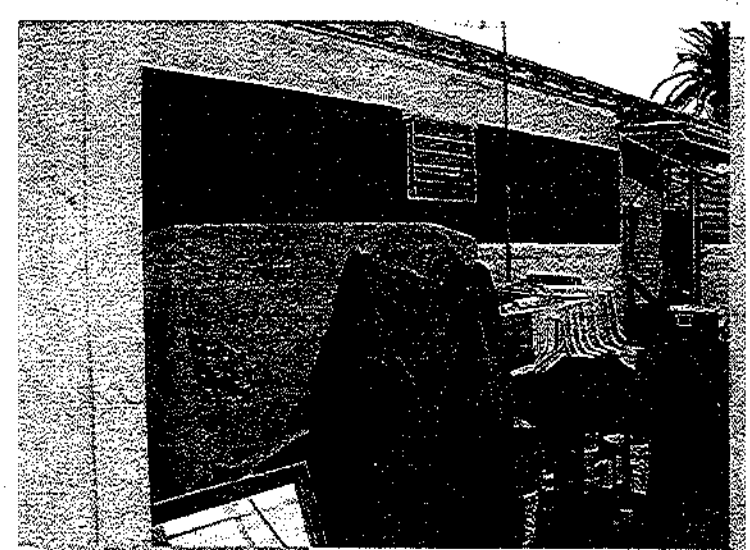




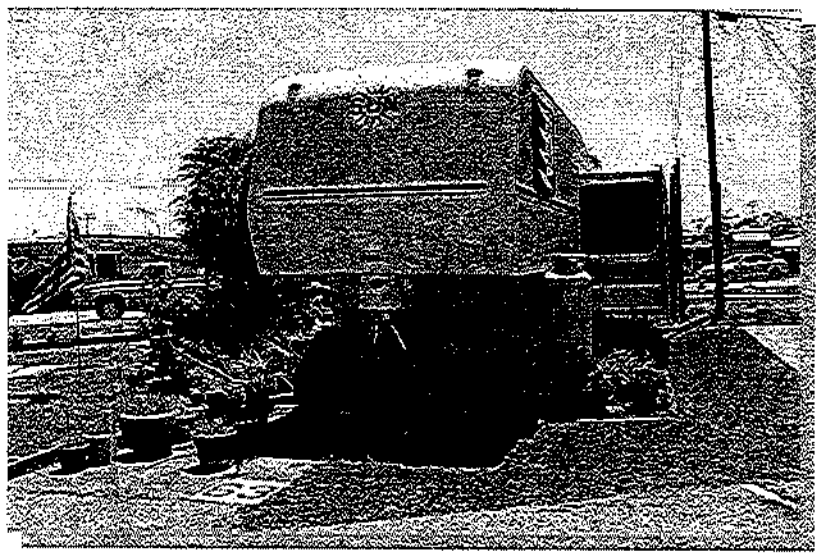
62 Wagon Wheel

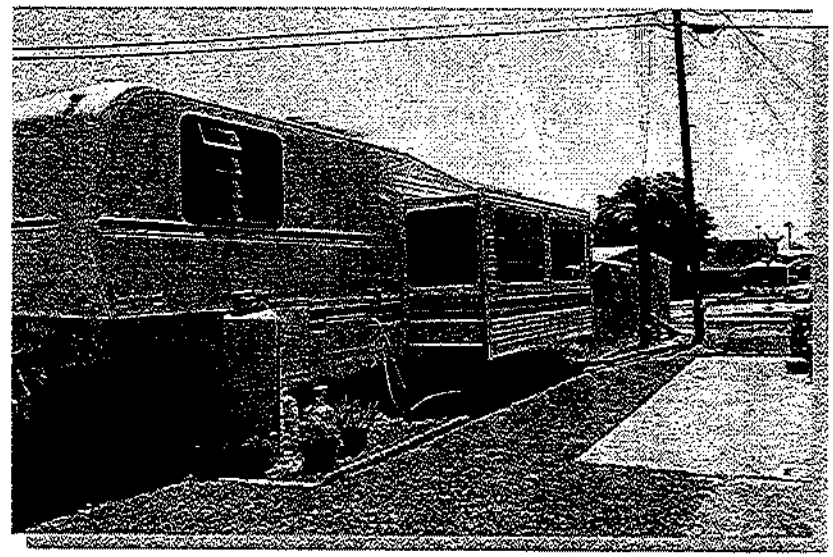


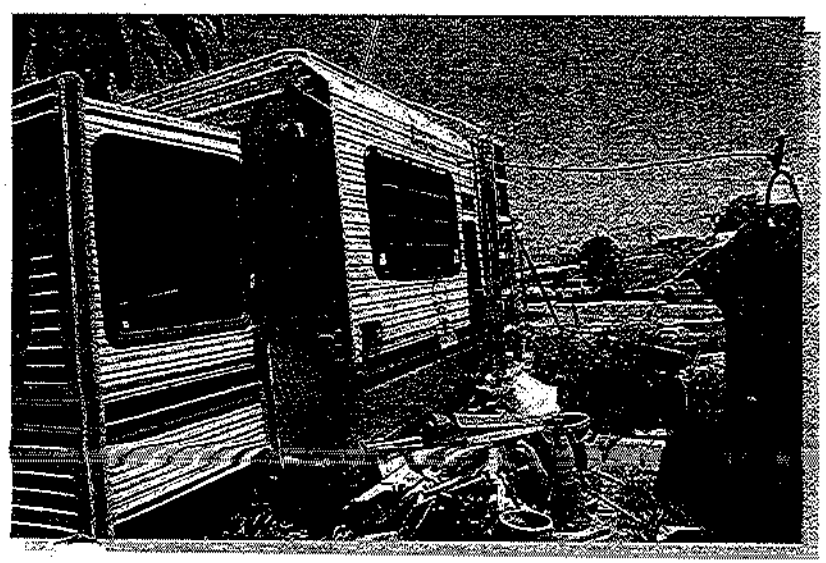


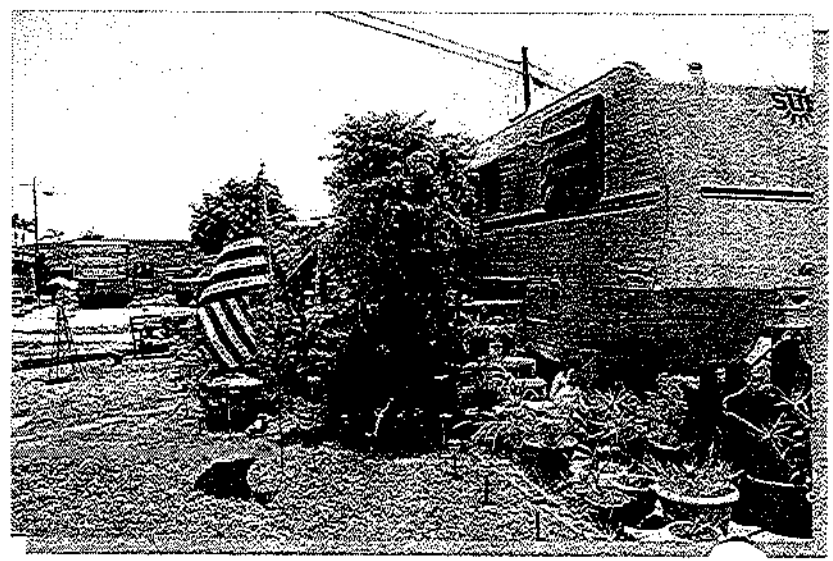


63 Wagon Wheel

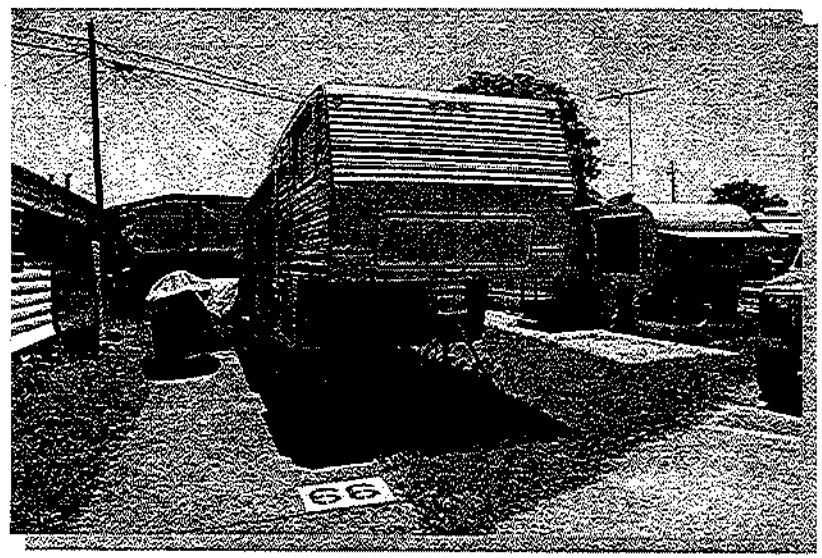


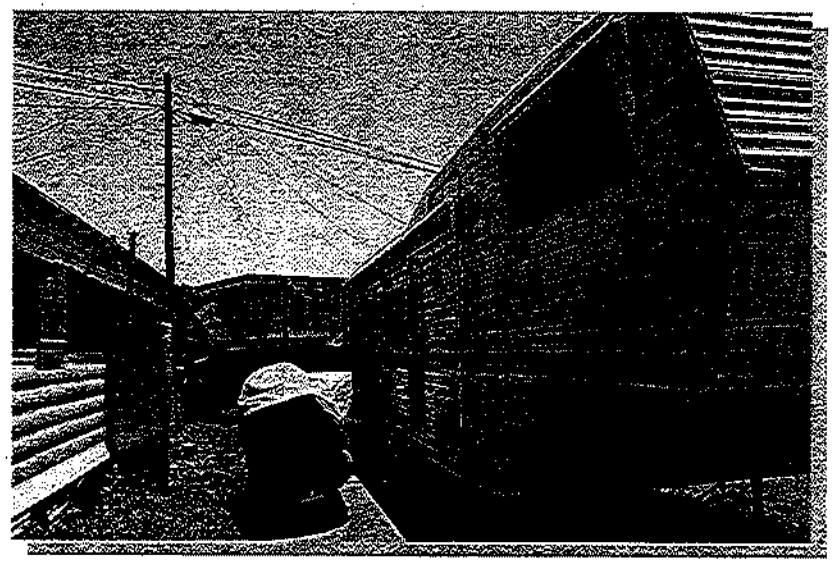


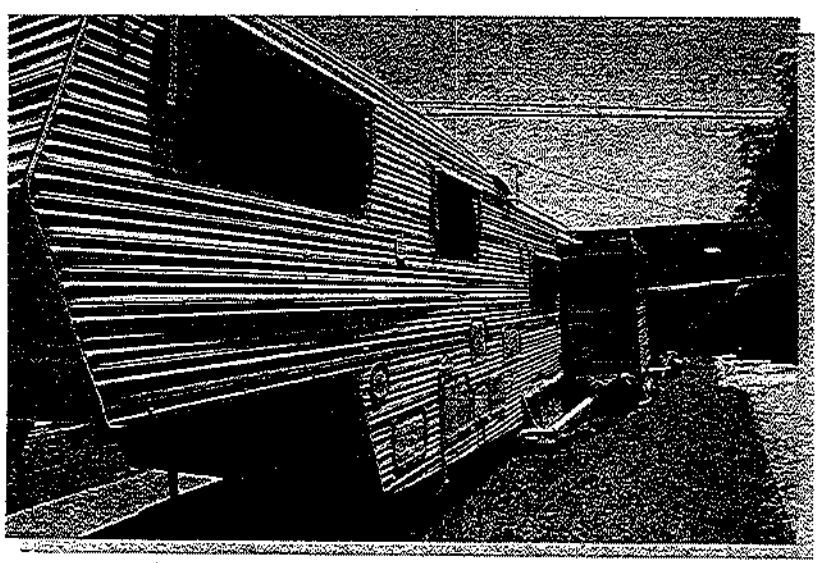


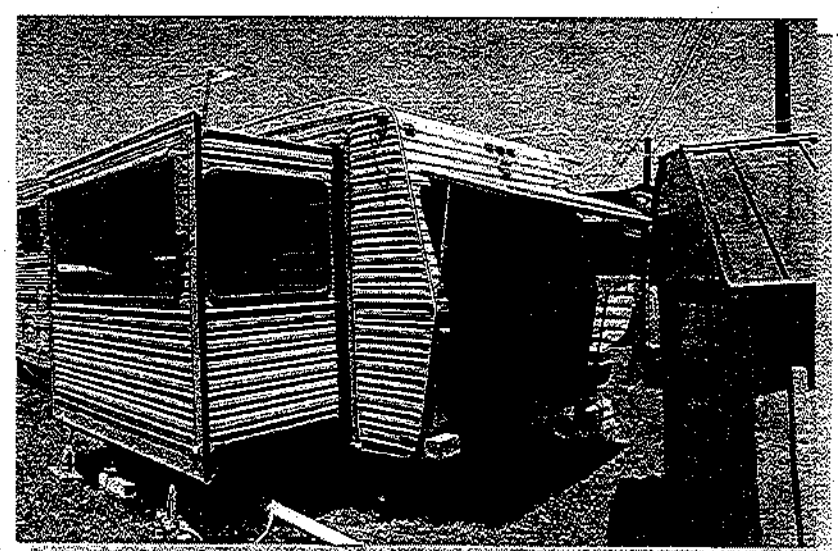


66 Wagon Wheel

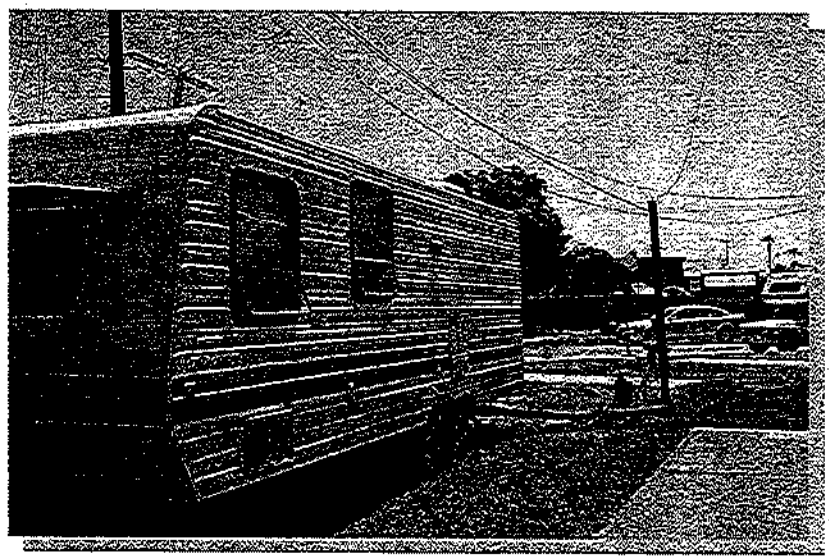


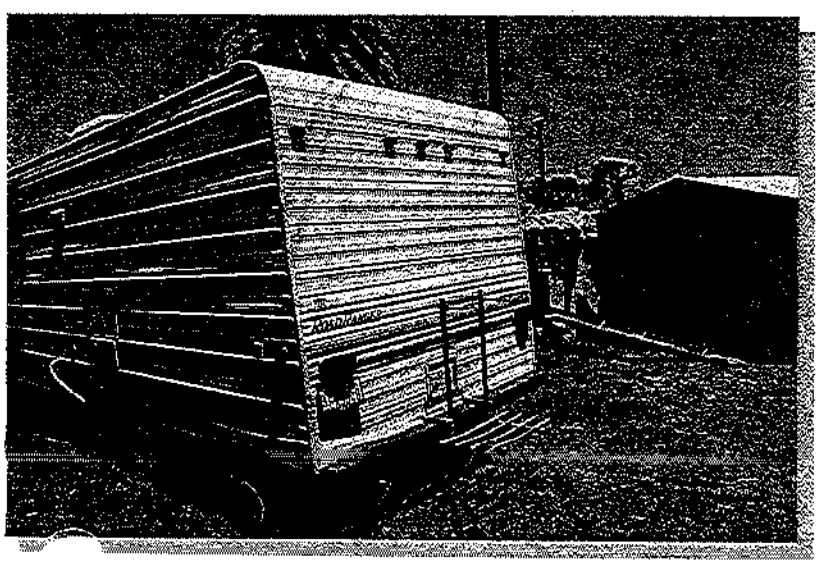


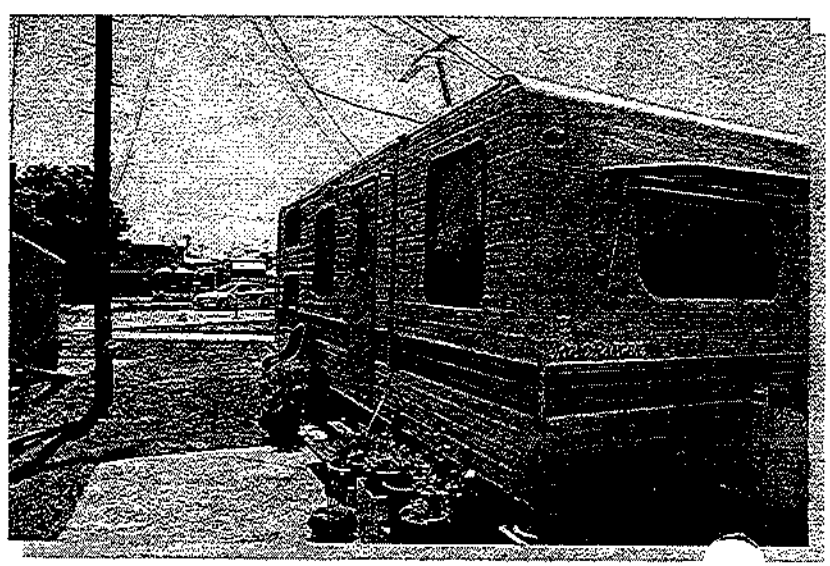




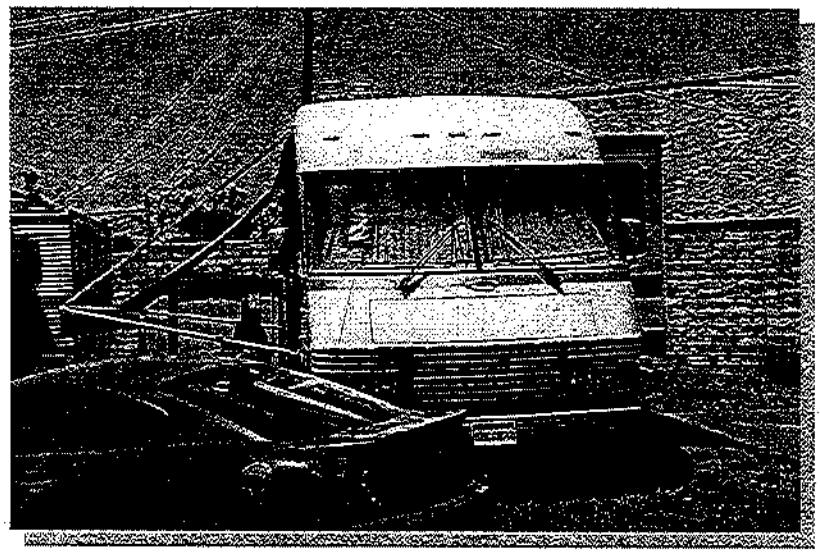
67 Wagon Wheel

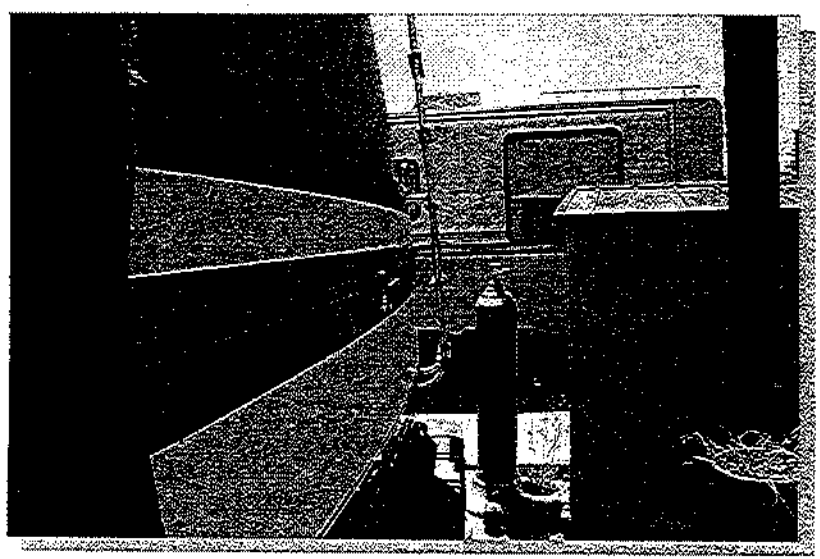


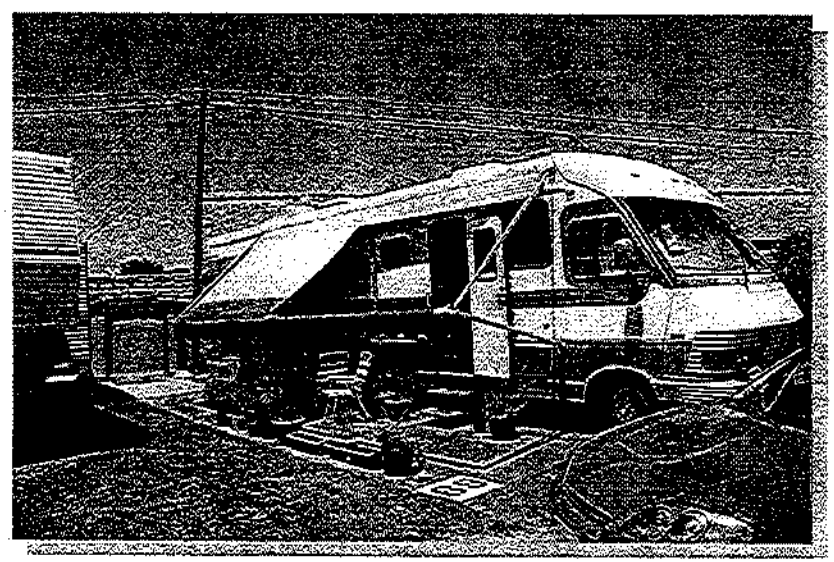




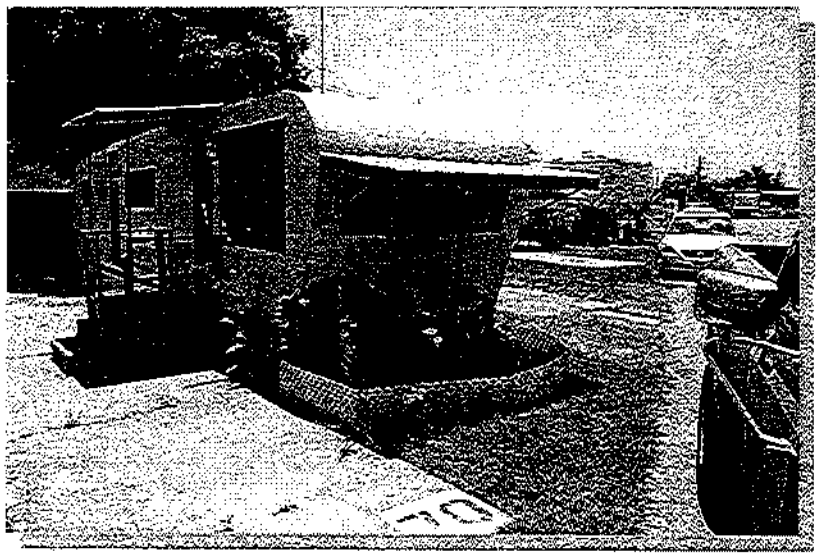
69 Wagon Wheel

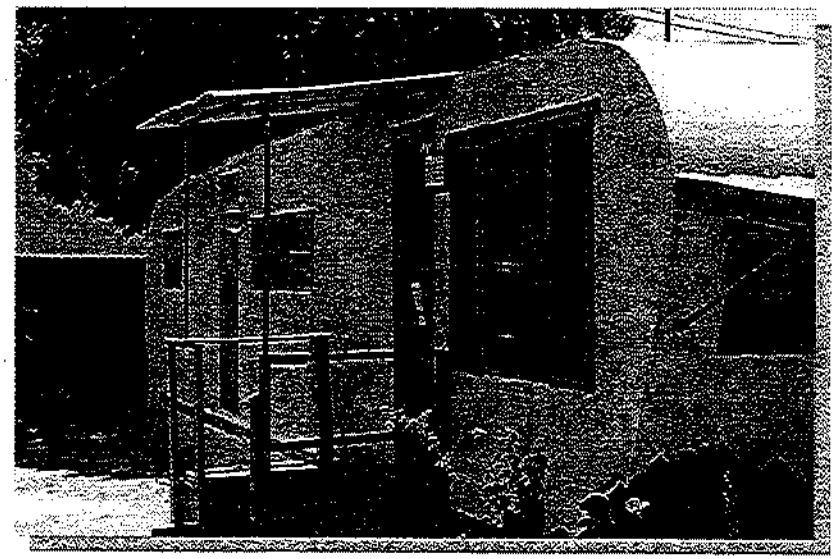


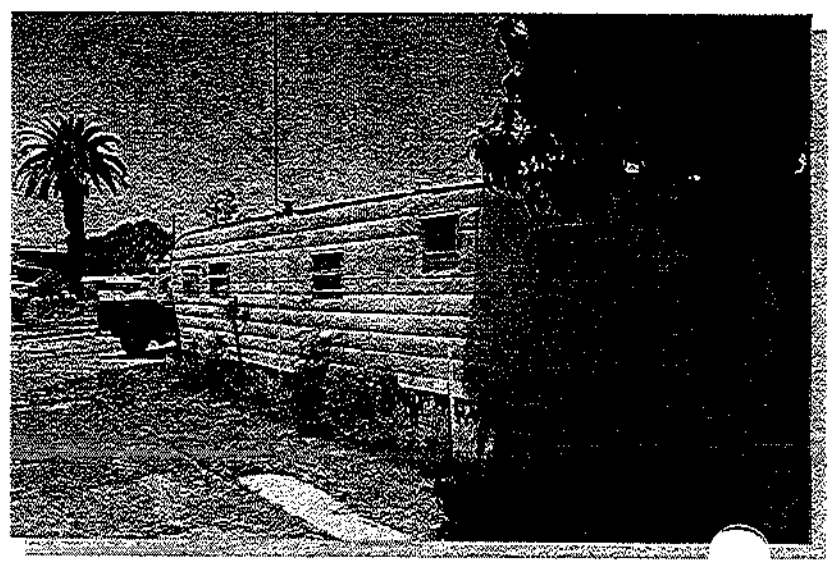




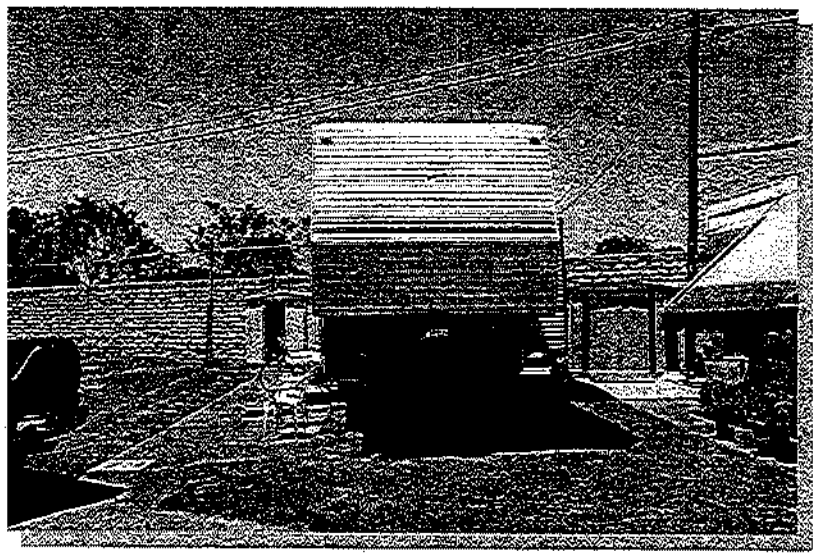
70 Wagon Wheel

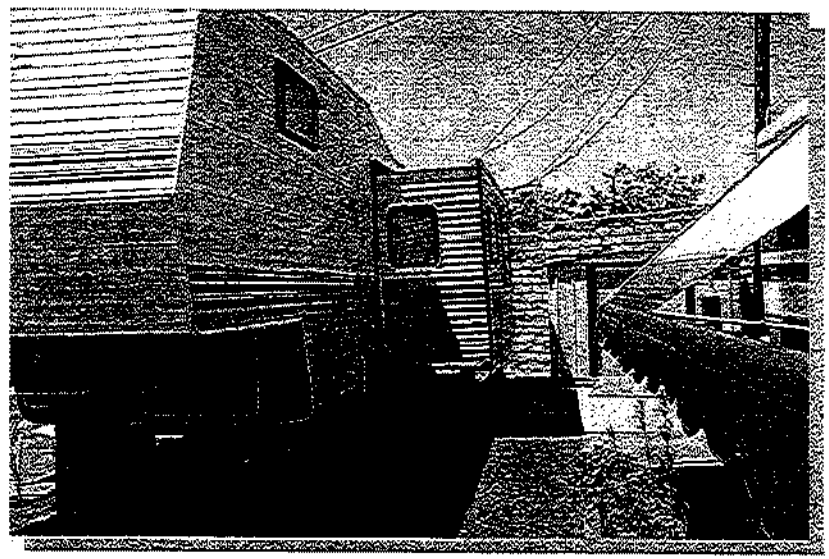


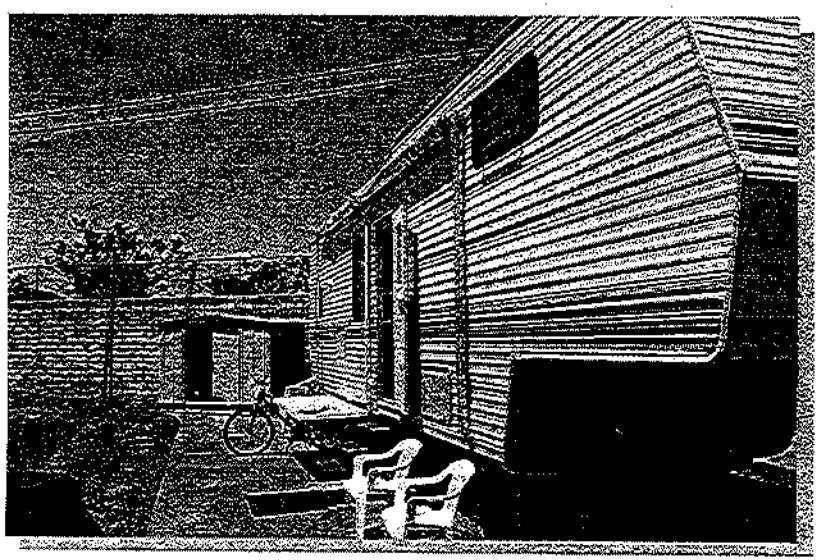


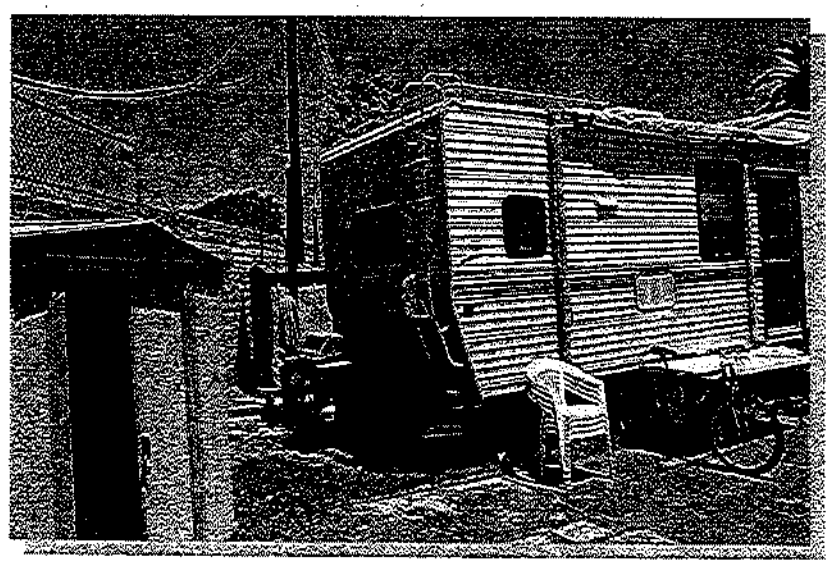


73 Wagon Wheel

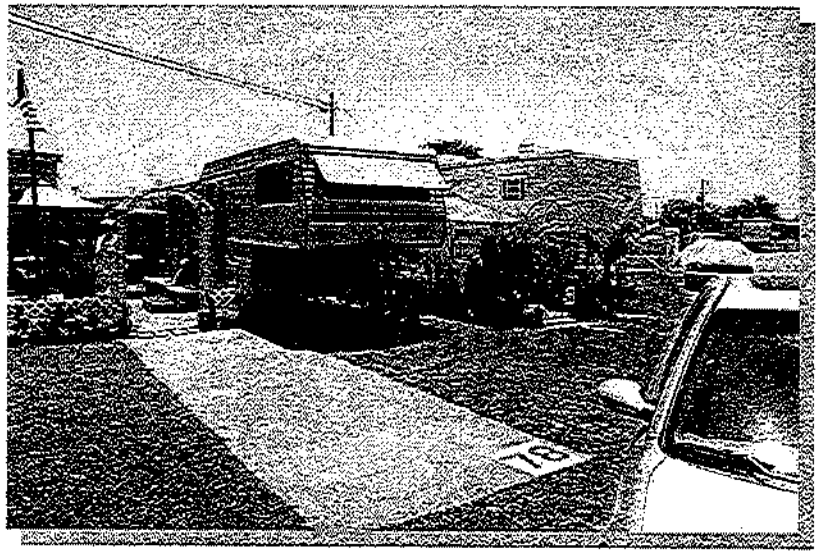


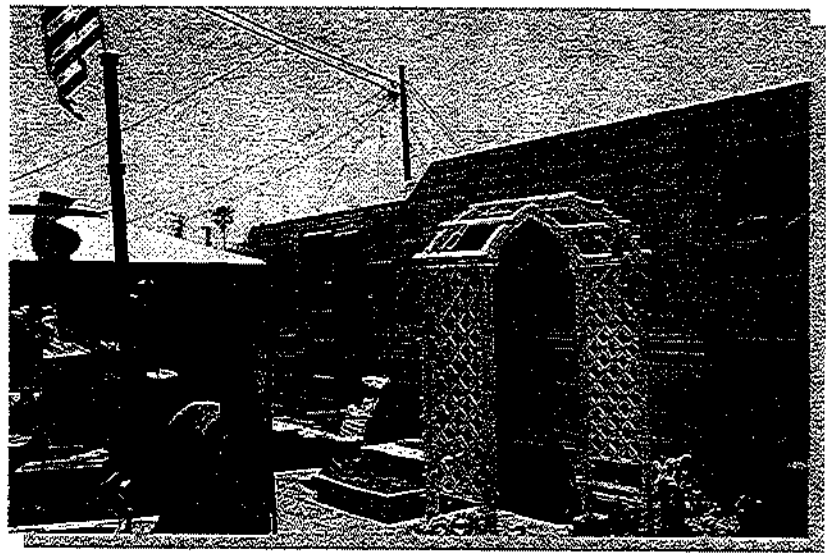


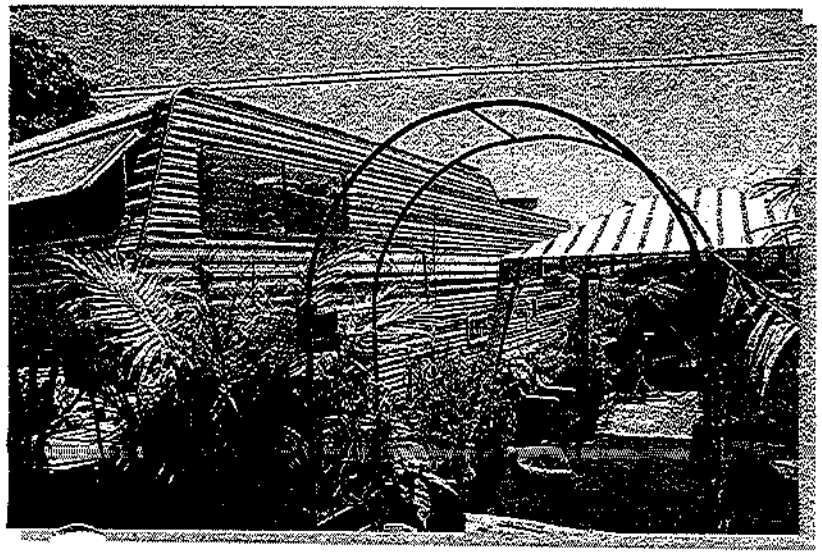


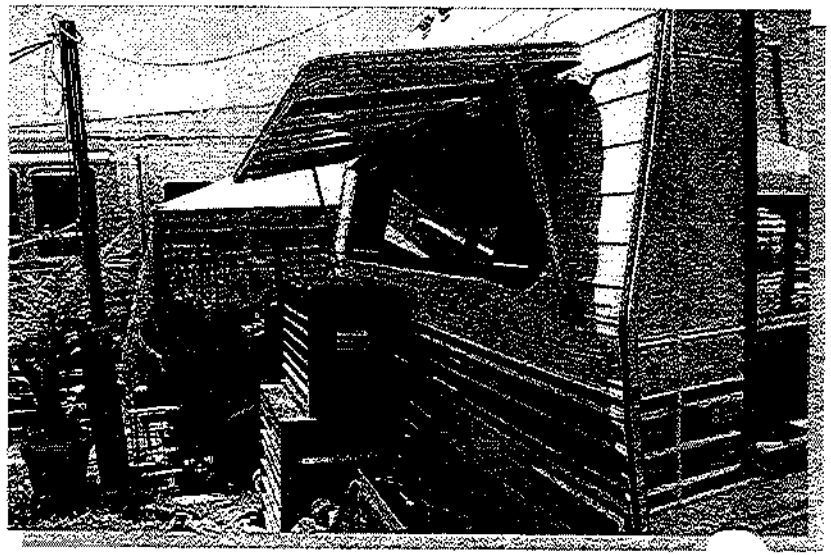


78 Wagon Wheel

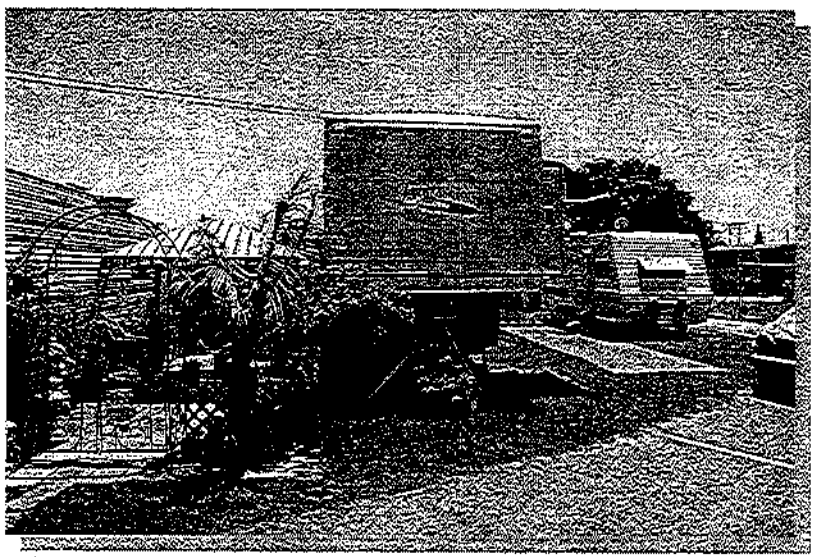


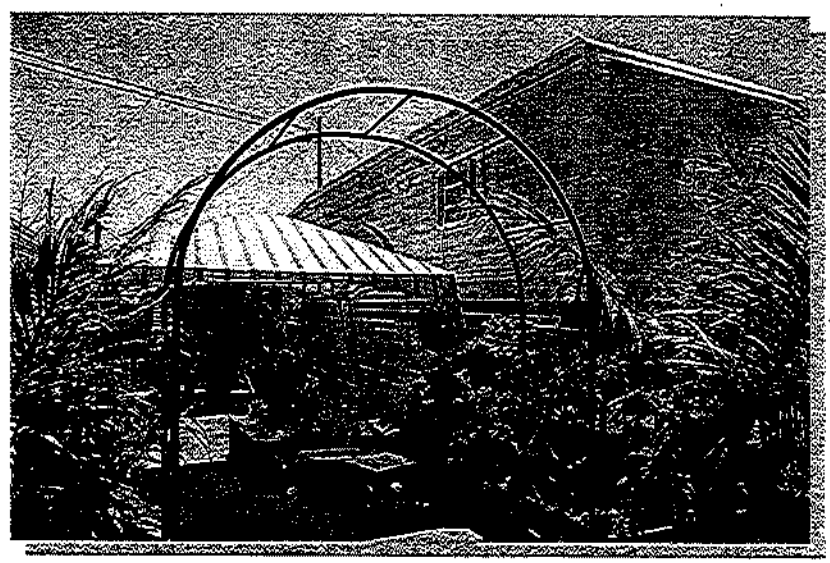


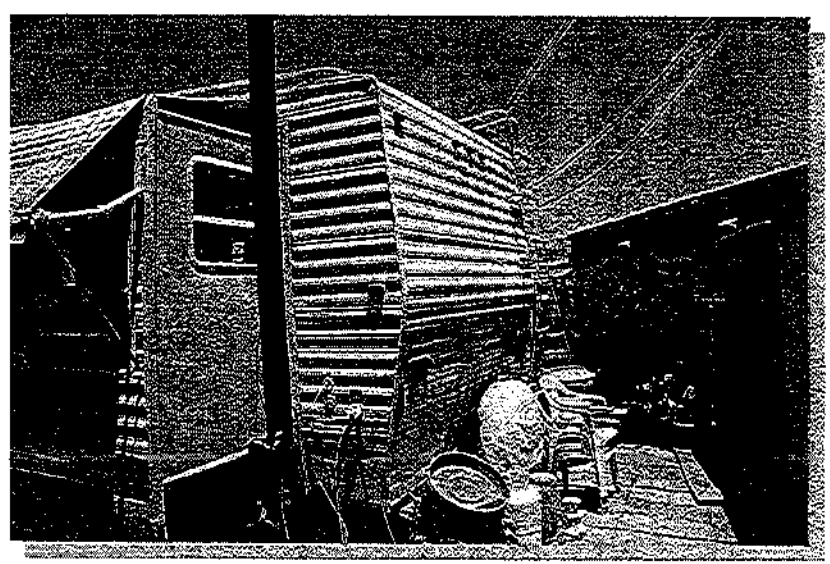




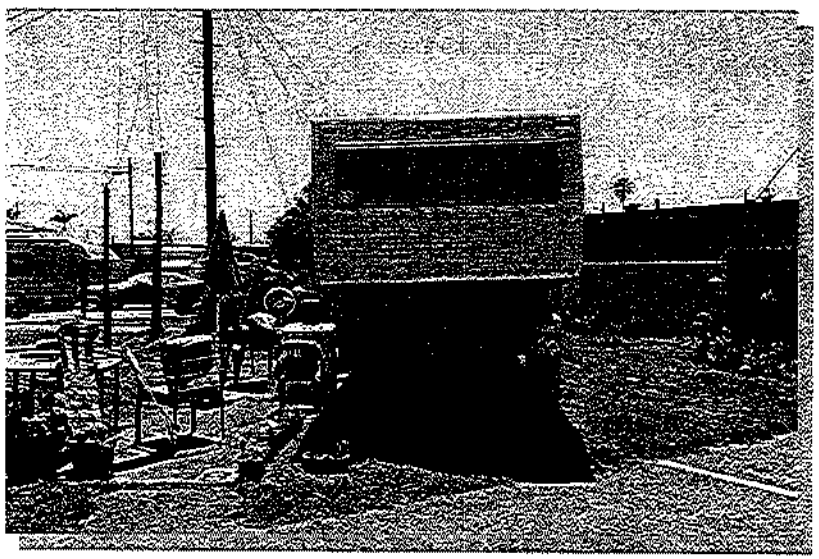
82 Wagon Wheel



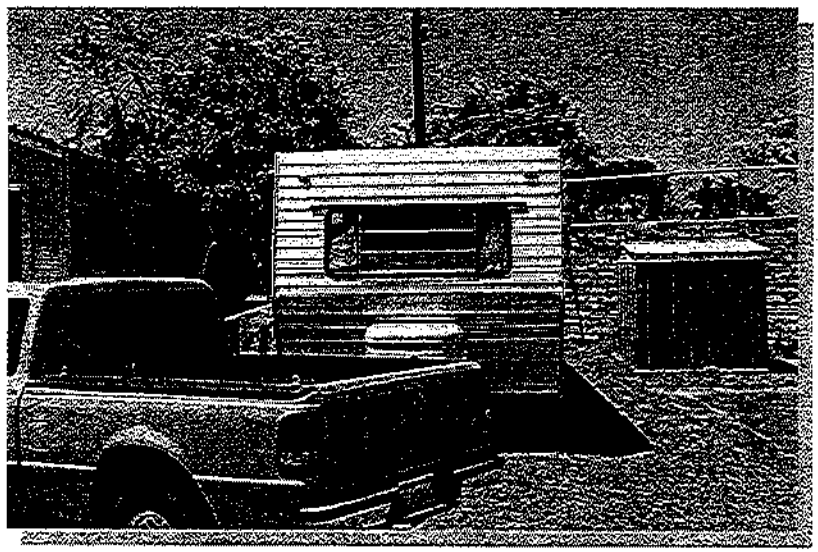


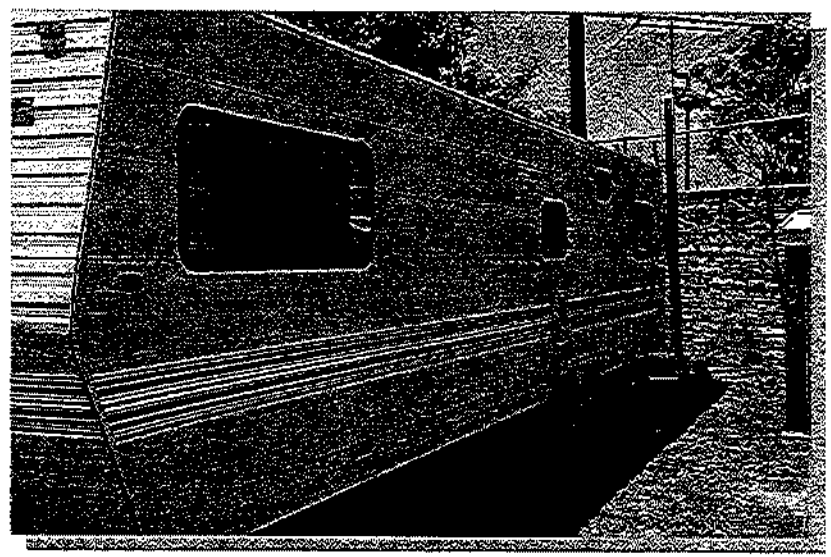


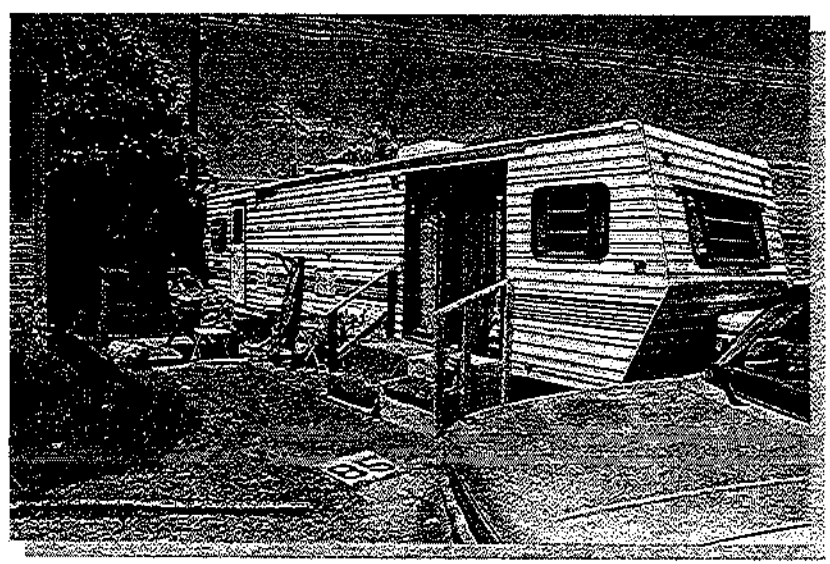
83 Wagon Wheel



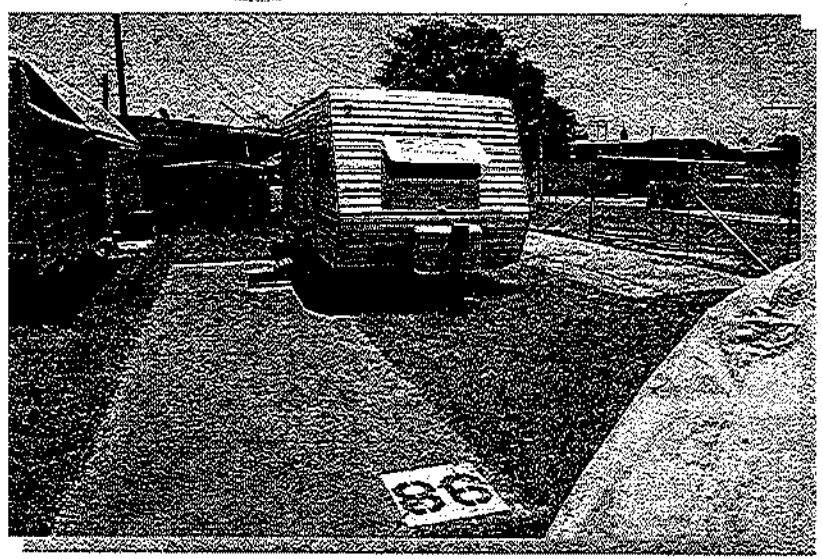
85 Wagon Wheel

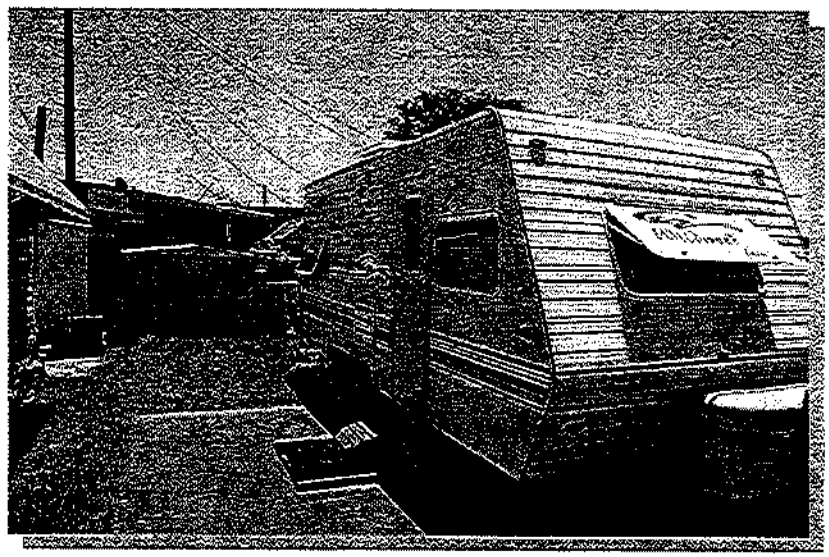


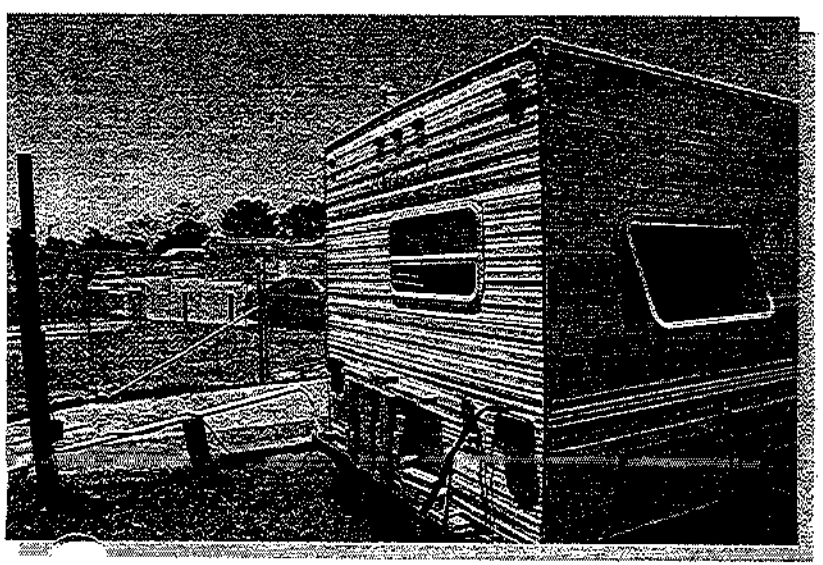


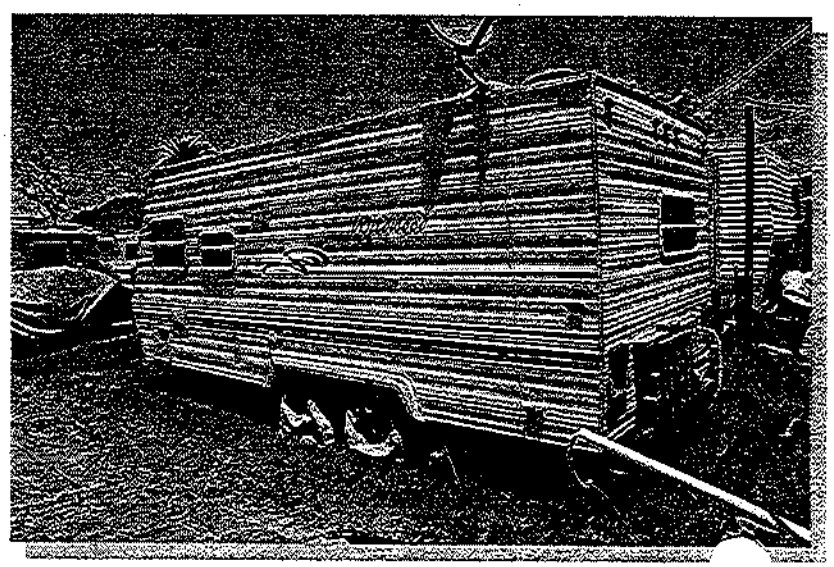


86 Wagon Wheel

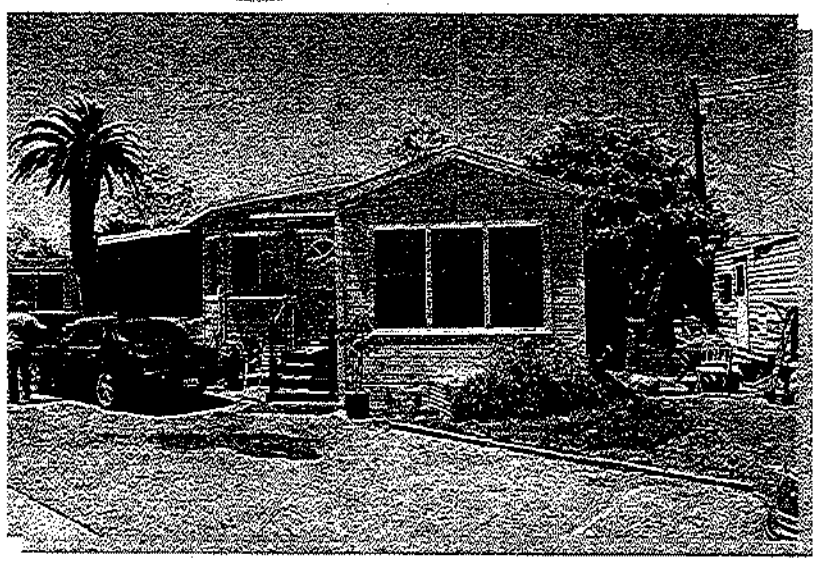


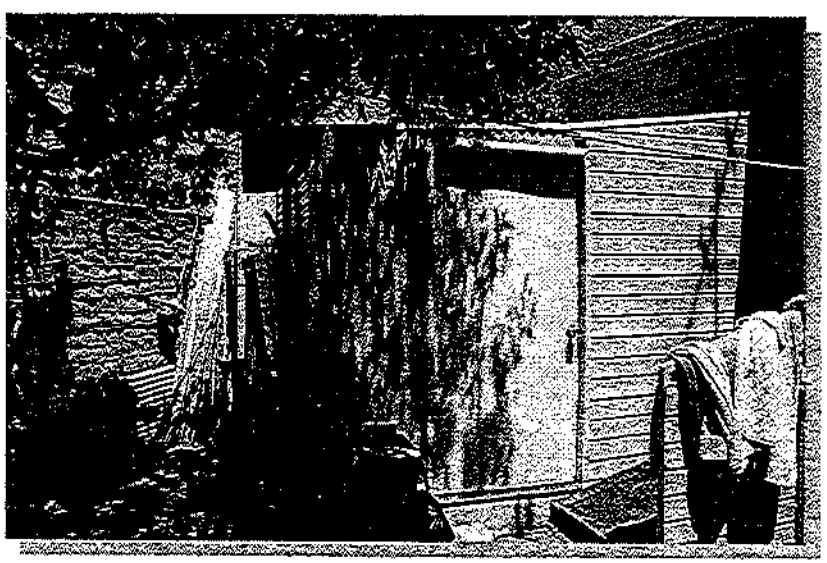




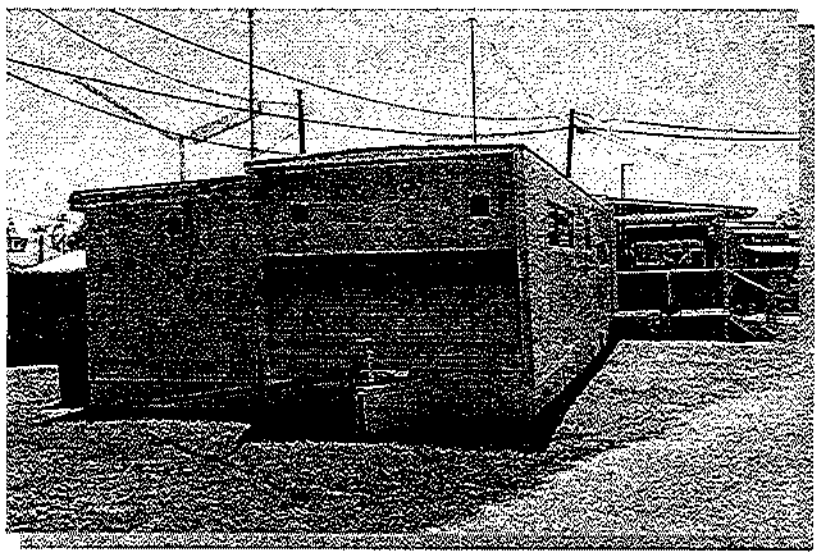


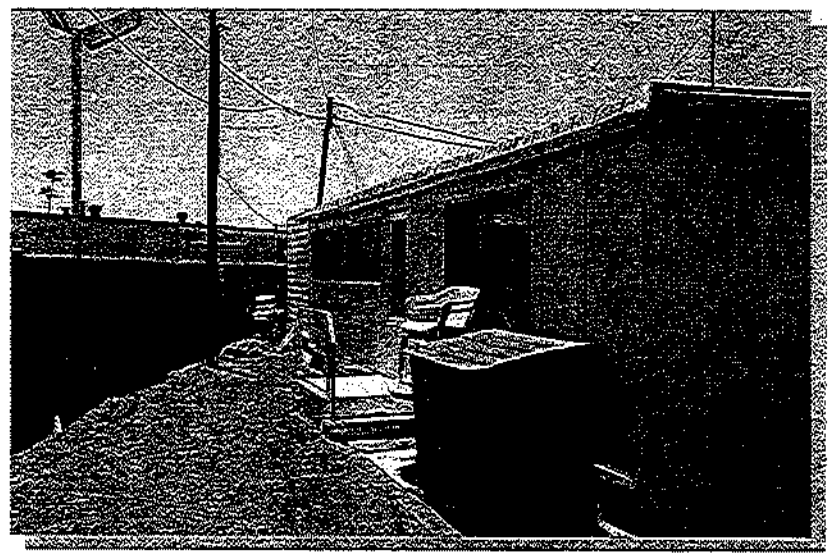
87 Wagon Wheel

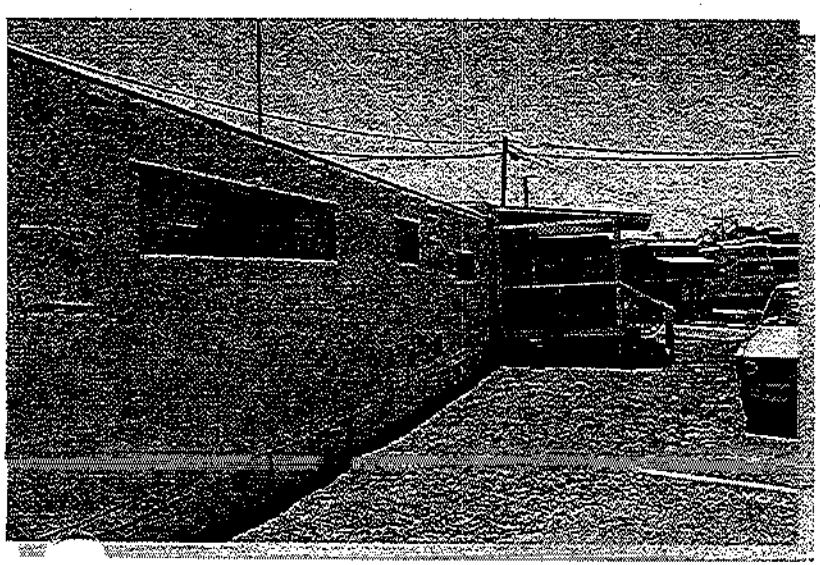




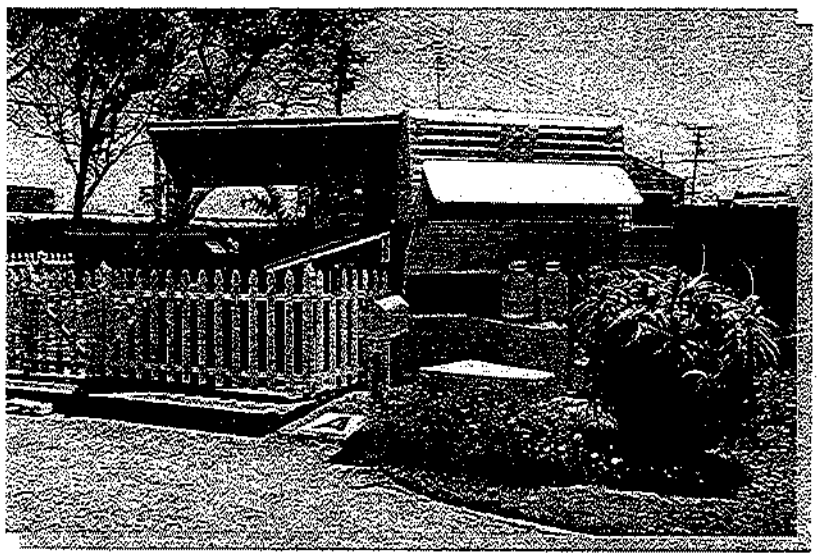
89 Wagon Wheel







A Wagon Wheel



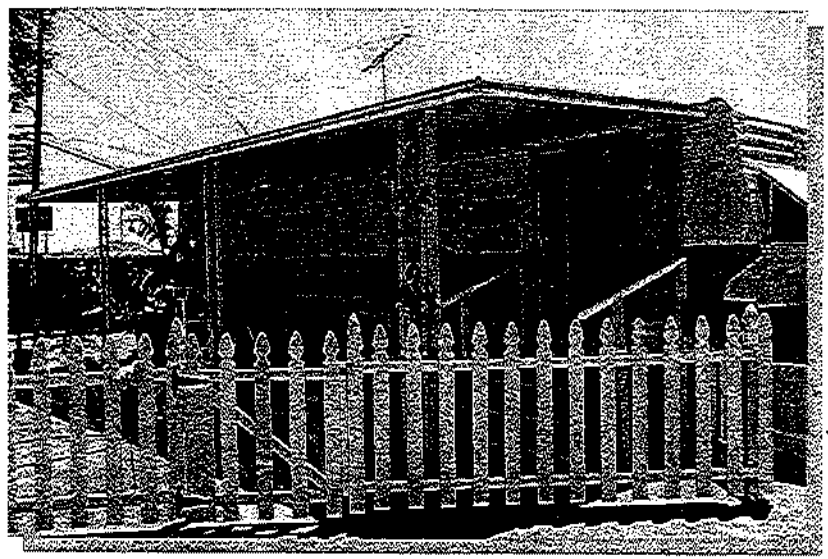


Exhibit 6
Table Showing Terms of Tenancy Information

Exhibit 7
150 Mile Radius Map

Map Depicting 150 Mile Radius

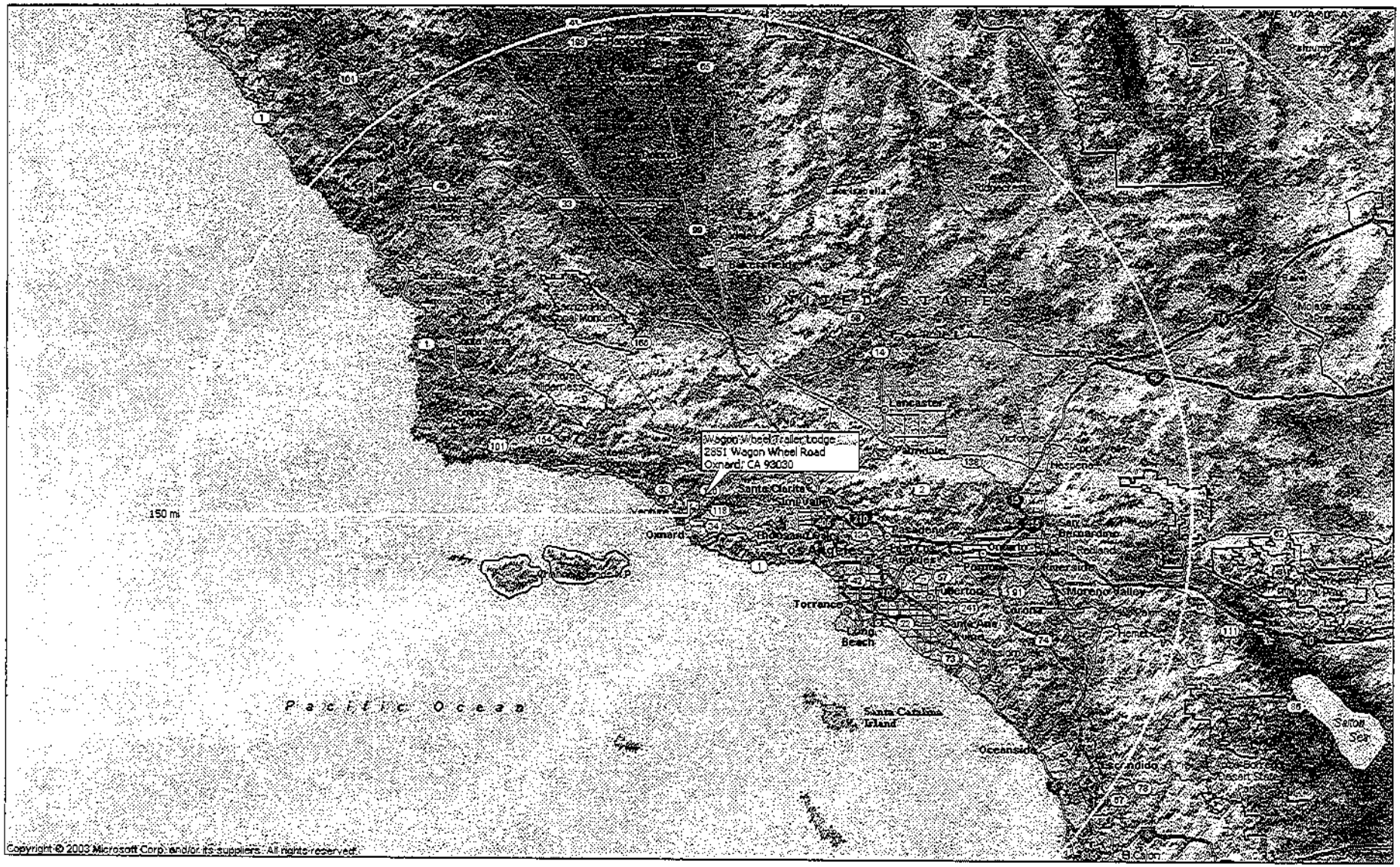


Exhibit 8
Mobilehome Space Survey

October 31, 2005

The Star Companies
Mobilehome Communities

1400 East 4th Street
Santa Ana, CA 92701

714-480-6828
714-480-6830 fax

[Park Name]
[Park Address]
[City], CA [Zip]

RE: ***Available Mobile Home Space Survey***

To the Management of [Park Name]:

Our company has been hired by the owners of three mobile home parks in Orange, Los Angeles and Ventura Counties to assist in the closure or conversion of their parks. The residents of each of these parks will be seeking alternate housing, which may include moving their homes, buying existing homes in alternate parks or renting park owned mobile homes. In addition, some residents may have homes for sale.

I have enclosed a brief survey that will help us to match the needs of these residents with the needs of your park. If you could take a moment to complete the attached survey and mail or fax it to (714) 480-6828, the results will be used in the event of a park closure.

Sincerely,
STAR MOBILEHOME PARK MANAGEMENT

By: Michael A. Cirillo

enc: Available Mobile Home Space Survey

Z:\tmw6e\data\files\DAVE\051031 717.WPD

EQUAL HOUSING OPPORTUNITY

Available Mobile Home Space Survey

[Park Name]
[Park Address]
[City], CA [Zip]

Address Correction: _____
_____
_____

Date: _____

Contact Information:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Would you be interested in allowing homes to relocate to your park: ☐ Yes ☐ No

Do you have park owned rentals available: ☐ Yes ☐ No Price: _____

Would you be interested in purchasing any homes if they come available: ☐ Yes ☐ No

Does your park have any age or type restrictions on incoming homes: ☐ Yes ☐ No

Pleases explain: _____

Number of vacant spaces: _____ Size restrictions: _____

Proposed space rent: _____ What is included in rent: _____

Does your park have any of the following:

☐ Clubhouse ☐ Pool ☐ Spa ☐ Sauna
☐ Tot Lot ☐ Billiards ☐ Library ☐ Gym
☐ RV Storage ☐ Basketball Courts ☐ Meeting Rooms ☐ Shuffleboard

How many homes are for sale in your park: _____ Low: $_____ High: $_____

Exhibit 9
Mobilehome Dealer Listing

Viewing records 1 - 50 of 286

License #	Licensee Name	Status	Original Issue Date	Expiration Date	Business Name	Main Location	Participating Member
DL9746	20TH CENTURY MOBILEHOMES	Active	07/31/1996	07/31/2006	MULHEARN REALTORS MOBILEHOME DIV	10080 E ROSECRANS AVE BELLFLOWER, CA 90706	CARHART, SHARON HOWARTH , President
DL1053892	A.G.O.	Expired	01/06/1999	01/31/2003	N/A	12954 WASHINGTON BLVD LOS ANGELES, CA 90066	N/A
DL92491	A.V. MOBILEHOME SALES	Expired	12/31/1990	05/31/1994	A.V. MOBILEHOME SALES	536 E PALMDALE BLVD PALMDALE, CA 93550	VARNEY, ALBERT HENRY , JALLEO, SAID Y ,
DL92279	A/C KEITH	Active	11/30/1988	11/30/2006	A/C KEITH	16274 VASQUEZ CANYON RD CANYON COUNTRY, CA 91351	KEITH, ALEXANDER , Partner KEITH, CHRISTINA , Partner
DL92037	AAA AMERICAN HOMES, INC.	Expired	11/30/1985	11/15/1987	AAA AMERICAN HOMES, INC.	1121 E ARROW HWY. STE. A&B, GLENDORA, CA 91740	BOURGEOIS, EVANS ALVIN ,

DL1121126	ACCESS COMMUNITY HOUSING INC	Active	12/03/2003	12/31/2007	N/A	2250 EAST IMPERIAL HIGHWAY SUITE 200 EL SEGUNDO, CA 90245-3508	CHILD, JUSTIN , Vice President
DL1149845	ACH HOMES INC	Temporary Permit to Operate	11/07/2005	11/30/2007	N/A	2250 EAST IMPERIAL HIGHWAY SUITE 250 EL SEGUNDO, CA 90245-3508	CHILD, JUSTIN , Vice President
DL1118416	ACTION MANUFACTURED HOMES, INC.	Active	09/04/2003	09/30/2007	ACTION MANUFACTURED HOMES, INC.	879 W. 190TH ST. 4TH FLOOR, #400, GARDENA, CA 90248	DEMONTEVERDE-HOATS, LILIAN , Officer
DL91781	ACTION MOBILE OFFICE RENTALS INC	Expired	01/31/1983	01/31/1998	ACTION MOBILE OFFICE RENTALS INC	6150 PARAMOUNT BLVD LONG BEACH, CA 90805	N/A
DL1150605	ADVANTAGE HOME CENTER	Temporary Permit to Operate	12/06/2005	12/31/2007	N/A	1900 E OCEAN BLVD #106 LONG BEACH, CA 90802	RUSSELL, TRACIE L , Primary Owner
DL92799	AFFORDABLE MANUFACTURED HOUSING	Expired	12/31/1994	04/01/1995	AFFORDABLE MANUFACTURED HOUSING	3068 TEMPLE AVE POMONA, CA 91766	KERSTIENS, TODD DAVID ,

DL92134	ALAN PRE-FAB BUILDING CORP	Active	12/31/1986	12/31/2006	ALAN PRE-FAB BUILDING CORP	17817 EVELYN AVE GARDENA, CA 90248-3735	JOHN W. ANDRUS, SR., PRESIDENT, , JOHN W. ANDRUS, JR., VICE PRESIDENT, , BRET S. ANDRUS, VICE PRESIDENT, ,
DL92846	ALAN SATTERLEE ENTERPRISES	Active	05/31/1995	05/31/2007	ALAN SATTERLEE ENTERPRISES	26560 AGOURA RD 101 CALABASAS, CA 91302	SATTERLEE, WILLIAM ALAN , Primary Owner
DL1085540	ALCASA HOMES	Active	09/07/2001	09/30/2007	N/A	525 N AZUSA AVE STE 106 LA PUENTE, CA 91744-4261	DIZ, MONIQUE JOHANNA , President MAMONE-RUIZ, YVONNE , Member of Limited Liability Company
DL1140851	ALFRED J MORAN	Active	04/13/2005	04/30/2007	N/A	235 N CITRUS ST WEST COVINA, CA 91791	MORAN, ALFRED , Primary Owner
DL92664	ALL AMERICAN MOBILEHOME SALES	Terminated	06/30/1992	06/30/2000	ALL AMERICAN MOBILEHOME SALES	3329 E VIRGINIA AVE WEST COVINA, CA 91791	N/A
DL92741	ALL SEASONS MOBILEHOME SALES	Expired	12/31/1993	08/07/1995	ALL SEASONS MOBILEHOME SALES	150 E ARROW HWY COVINA, CA 91722	KRUSE, LARRY DONALD ,

DL1074064	ALPHA & OMEGA HOMES INC	Active	10/31/2000	10/31/2006	ALPHA & OMEGA HOMES	44443 10TH ST W STE B LANCASTER, CA 93534-3324	LANDES, CYNTHIA JEAN , Primary Owner
DL92058	AMERICAN 21ST CENTURY HOMES INC	Active	04/30/1985	04/30/2006	AMERICAN 21ST CENTURY HOMES INC	38733 9TH ST E. #A, PALMDALE, CA 93550	MADDOCK, DAVID T , President
DL92802	AMERICAN CAPITAL PROPERTY MGT INC	Active	07/31/1994	07/31/2006	AMERICAN CAPITAL PROPERTY MGMT INC	10960 WILSHIRE BLVD STE 1225 LOS ANGELES, CA 90024	HORN, DAVID MAURICE , President
DL920814	AMERICAN INSTITUTE FOR PUBLIC SAFETY	Expired	08/20/1997	08/31/2001	N/A	5455 WILSHIRE BLVD 1810 LOS ANGELES, CA 90036	N/A
DL92757	AMERICAN MOBILE NETWORK	Expired	12/31/1993	06/10/1996	AMERICAN MOBILE NETWORK	37940 N SIERRA HWY PALMDALE, CA 93550	SCHNEIDER, SANDRA SUE ,
DL91891	AMERICAN MOBILEHOME SALES INC	Active	06/30/1984	06/30/2006	AMERICAN MOBILEHOME SALES INC	1455 CRENSHAW BLVD STE 260-B TORRANCE, CA 90501-2467	ERICKSON, LAWRENCE F , President
DL1110949	AMERICAN REAL ESTATE APPRAISAL, INC.	Active	03/07/2003	03/31/2007	SCOTT-ROGERS HOMES	22949 VENTURA BLVD STE E WOODLAND HILLS, CA 91364-1273	SCOTT, WAYNE A , President ROGERS, JOSEPH MORTON , Officer

DL10201	AMERICANA MOBILE HOME SALES	Expired	08/31/1980	08/31/1988	AMERICANA MOBILE HOME SALES	15719 TEXACO AVENUE PARAMOUNT, CA 90723	BARR, JOHN H , BENDETTI, DONALD L ,
DL91561	ANGELUS MOBILEASING CO INC	Expired	09/30/1981	09/30/2005	ANGELUS MOBILEASING CO INC	1134 SANTA ANITA AVE SOUTH EL MONTE, CA 91733-3895	N/A
DL1079980	ANR INDUSTRIES INC	Expired	04/17/2001	04/30/2003	N/A	10702 HATHAWAY DRIVE UNIT 1, SANTA FE SPRINGS, CA 90670	N/A
DL1141643	APEX HOMES	Active	04/26/2005	04/30/2007	N/A	10009 ARTESIA BLVD BELLFLOWER, CA 90706-6715	PARADIS, MATHEW ALAN , Primary Owner
DL9196	APEX MOBILEHOME SALES	Active	07/31/1985	07/31/2006	APEX MOBILEHOME SALES	10009 ARTESIA BLVD BELLFLOWER, CA 90706	PARADIS, ROGER WESTLEY , Primary Owner
DL91756	APPLE HOMES INC	Expired	07/31/1983	07/26/1993	APPLE HOMES INC	27134 SIERRA HWY CANYON COUNTRY, CA 91351	MILAN, WILLIAM PATRICK , MILAN, ROBERT D ,
DL91939	ARENA MOBILE/ MANUFACTURED HOUSING	Active	12/31/1984	12/31/2006	ARENA MOBILEHOME SALES	4871 W AVENUE M QUARTZ HILL, CA 93536-2908	ROMAIN, JANICE M , Secretary ROMAIN, KENT JOEL , President

DL1041238	ASTRO MOBILE HOME SALES	Active	04/29/1998	04/30/2006	N/A	212 N 1ST ST LA PUENTE, CA 91744-4513	MAMONE, FRANK WILLIAM , Primary Owne
DL91979	ATHANS ENTERPRISES INC	Active	05/31/1985	05/31/2007	BEL AIR HOMES	2121 E AVENUE I LANCASTER, CA 93535-2360	ATHANS, JERRY B III, President
DL92149	B & H DIVERSIFIED, INC.	Expired	12/31/1987	04/20/1989	HERITAGE HOMES	13903 FOOTHILL BLVD. #D SYLMAR, CA 91342	HOSSFELD, MORRIS C ,
DL92599	B-Z ENTERPRISES INC	Canceled	09/30/1991	09/30/2001	EXECUTIVE MOBILEHOME SALES	18520 SOLEDAD CANYON RD K CANYON COUNTRY, CA 91351	N/A
DL91280	B/J SALES	Expired	12/31/1981	03/31/1993	B/J SALES	4895 OREGON LONG BEACH, CA 90805	WARD, WILLIAM P ,
DL92053	BAL CO	Active	03/31/1985	03/31/2006	BAL CO	80 S LAKE AVE 719 PASADENA, CA 91101	BOGGS, LOGAN A JR, Partner
DL1105238	BARBARA SHAY	Active	10/01/2002	10/31/2006	ABS DEVELOPERS	1138 N. RAYMOND AVE. PASADENA, CA 91103	SHAY, BARBARA , Primary Owner
DL92090	BELLFAIR TRAILER PARK/ SALES	Expired	12/31/1985	08/31/1994	BELLFAIR TRAILER PARK/ SALES	9023 E ROSE ST BELLFLOWER, CA 90706	LANO, LEO VAL ,

DL1147755	BELMONT SHORES INVESTORS LLC	Active	09/09/2005	09/30/2007	BELMONT SHORES MOBILE ESTATES	6230 MARINA VIEW DR LONG BEACH, CA 90803	GRASS, DOUGLAS K , Member of Limited Liability Company
DL92474	BEST QUALITY MOBILEHOMES INC	Active	03/31/1990	03/31/2006	QUALITY MOBILEHOMES	1018 N CITRUS AVE COVINA, CA 91722-2739	CHARAK, HUGH STAN , President
DL92386	BESTEEL INDUSTRIES	Expired	12/31/1989	03/28/1990	BESTEEL INDUSTRIES	1199 S. FULLERTON ROAD INDUSTRY, CA 91748	LARSEN, MICHAEL ,
DL1099690	BMW DEVELOPMENT, LLC	Expired	07/18/2002	07/31/2004	N/A	8939 SEPULVEDA BLVD STE 401 LOS ANGELES, CA 90045-3646	N/A
DL91315	BOBS MOBILEHOME SALES	Active	04/30/1981	04/30/2007	BOBS MOBILEHOME SALES	1737 PACIFIC COAST HWY LOMITA, CA 90717 *Contains multiple addresses	SHERMAN, ROBERT H , Primary Owner
DL933	BRADLEYS MOBILE HOMES	Expired	03/31/1996	03/31/1990	BRADLEYS MOBILE HOMES	2401 WEST AVENUE I LANCASTER, CA 93536	BRADLEY , GRACE ELOISE ,

DL1139251	BRIAN BARRIOS	Active	03/11/2005	03/31/2007	N/A	7850 STATE STREET HUNTINGTON PARK, CA 90255-6446	BARRIOS, BRIAN G , Primary Owner
DL1065073	BURRELL ENTERPRISES	Expired	11/30/1999	11/30/2001	N/A	32614 COASTSITE DR 105 RANCHO PALOS VERDES, CA 90275	N/A
DL91324	BUY-RITE MOBILE HOMES, INC.	Expired	04/30/1981	04/30/1987	BUY-RITE MOBILE HOMES, INC.	27153 SIERRA HWY. CANYON COUNTRY, CA 91351	KJARTANSON, SIGURDUR EDWIN , KJARTANSON, IRENE ,
DL92905	C. V. INVESTMENT PROPERTIES	Expired	10/31/1996	10/31/1998	C. V. INVESTMENT PROPERTIES	2712 FOOTHILL BLVD A LA CRESCENTA, CA 91214	N/A
DL1146388	CA SELECT REAL PROPERTY INC	Temporary Permit to Operate	08/23/2005	08/31/2007	N/A	716 YARMOUTH RD #205 PALOS VERDES ESTATES, CA 90274	OLSON, KATHLEEN , President

Viewing records 1 - 50 of 281

License #	Licensee Name	Status	Original Issue Date	Expiration Date	Business Name	Main Location	Participating Member
DL92473	AADVANTAGE HOMES	Expired	12/31/1990	03/31/1992	AADVANTAGE HOMES	905 E LINCOLN AVE ORANGE, CA 92665	COVILLE, JOEL K ,
DL92156	ABC MOBILEHOMES	Expired	03/31/1987	03/31/1992	ABC MOBILEHOMES	2910 E LA PALMA E ANAHEIM, CA 92806	N/A
DL92412	ACADEMY HOME BROKERS	Expired	07/31/1989	07/31/1999	ACADEMY HOME BROKERS	16444 BOLSA CHICA RD 160 HUNTINGTON BEACH, CA 92649	N/A
,2623	ACCELERATED MANUFACTURED HOMES	Expiration Temporary	11/30/1991	11/30/2005	ACCELERATED MANUFACTURED HOMES	26072 MERIT CIRCLE SUITE 115 LAGUNA HILLS, CA 92653	BOSEMER, JAMES R , Primary Owner
DL92546	ACCENT MOBILEHOMES	Terminated	01/31/1991	01/31/2001	ACCENT MOBILEHOMES	16572 POTTER CIR HUNTINGTON BEACH, CA 92647	N/A
DL1064826	ACTION MOBILE HOMES	Active	11/09/1999	11/30/2007	N/A	12678 HOOVER ST GARDEN GROVE, CA 92841-4173	YANOVITCH, VERONICA BEATRICE , Primary Owner

DL91118	ACTION MOBILEHOMES	Expired	01/31/1980	01/31/1997	ACTION MOBILEHOMES	12302 BEACH STANTON, CA 90680	N/A
DL1106140	ADVANTAGE ENTERPRISES CO., L.L.C	Active	10/22/2002	10/31/2006	ADVANTAGE ENTERPRISES CO., L.L.C.	14451 CHAMBERS ROAD SUITE 210, TUSTIN, CA 92780	WILKS, ROBERT A , Vice President
DL92853	ADVANTAGE MOBILEHOME MARKETING INC	Expired	05/31/1995	05/31/1997	ADVANTAGE MOBILEHOME MARKETING INC	711 W 17TH ST C3 COSTA MESA, CA 92627	N/A
DL920646	ALAN EARL ARMBRUSTER	Expired	06/10/1997	06/30/2003	LENDERS LIQUIDATION	17771 17TH ST TUSTIN, CA 92680	N/A
DL91818	ALCOMOHO INC	Canceled	02/28/1983	02/29/2004	ALL COUNTIES MOBILEHOMES	16222 MONTEREY LANE #290, HUNTINGTON BEACH, CA 92649	N/A
DL1111655	ALEJANDRO ACEVEDO	Expired	03/11/2003	03/31/2005	CROWN VALLEY MOBILE HOMES	12038 CHAPMAN AVE GARDEN GROVE, CA 92840-3759	N/A
DL1042320	ALL AMERICAN HOMES	Terminated	06/26/1998	06/30/2000	N/A	808 N HARBOR BLVD SANTA ANA, CA 92704	N/A

DL92128	AMERICA WEST HOUSING	Expired	12/31/1986	12/31/1992	AMERICA WEST HOUSING	11752 GARDEN GROVE BLVD 108 GARDEN GROVE, CA 92643	ALEXANDER, SONDRA INEZ ,
DL1092984	AMERICAN COTTAGES LLC	Expired	02/13/2002	02/29/2004	N/A	101 SHIPYARD WAY SUITE G, NEWPORT BEACH, CA 92663	N/A
DL91881	AMERICAN MOBILE HOMES, INC.	Expired	11/30/1984	11/13/1987	AMERICAN MOBILE HOMES, INC.	12200 BEACH BLVD. STANTON, CA 90680	BOURGEOIS, EVANS ALVIN ,
DL1135963	ANTHONY J TITOLO	Active	12/03/2004	12/31/2006	N/A	5932 BOLSA AVENUE SUITE 103 HUNTINGTON BEACH, CA 92649	TITOLO, ANTHONY T , Primary Owner
DL92258	ARIES MOBILEHOME SALES	Expired	12/31/1988	04/30/1996	ARIES MOBILEHOME SALES	80 HUNTINGTON ST A HUNTINGTON BEACH, CA 92648	FLOWERS, YVONNE ELIZABETH ,
DL1115157	ARK ENERGY INC	Expired	06/26/2003	06/30/2005	N/A	26001 PALA ST MISSION VIEJO, CA 92691	N/A

DL1146714	AVALON HOMES	Active	08/30/2005	08/31/2007	N/A	18582 BEACH BLVD STE 208 HUNTINGTON BEACH, CA 92648-2081	MCKINISH, GINA R , Primary Owner
DL1081874	AWARD MOBILE HOMES	Active	06/14/2001	06/30/2007	N/A	6812 LOYOLA DRIVE HUNTINGTON BEACH, CA 92647	HAGHIGHAT, DARIA JANE , Primary Owner
DL4918	B.C.M. SALES CORP	Active	06/30/1980	06/30/2006	B.C.M. SALES CORP	7700 LAMPSON AVE 150 GARDEN GROVE, CA 92841	SECOR, PAMELA L , Secretary
DL92812	BEACH CITIES MOBILEHOMES	Canceled	08/31/1994	08/31/2000	BEACH CITIES MOBILEHOMES	2121 TUSTIN AVE A-1 COSTA MESA, CA 92627	N/A
DL92886	BEACH HOMES & RV'S	Active	06/30/1996	06/30/2006	BEACH HOMES & RV'S	12345 BEACH BLVD STANTON, CA 90680	SHOOK, HOWARD A , President
DL91575	BEACH MOBILE HOMES, INC.	Expired	10/31/1981	10/31/1991	BEACH MOBILE HOMES	17681 BEACH BOULEVARD HUNTINGTON BEACH, CA 92647	FASSETT, MARTIN D ,
DL92378	BEACH MOBILEHOMES	Expired	09/30/1989	09/30/1993	BEACH MOBILEHOMES	17681 BEACH BLVD HUNTINGTON BEACH, CA 92647	SWISHER, JACQUELYN ,

DL92183	BEST MOBILEHOME BROKERS	Expired	02/28/1987	02/25/1991	BEST MOBILEHOME BROKERS	17221 #A E. 17TH ST. SANTA ANA, CA 92701	SANDERS, SIDNEY W , ANDERSON, GREG ALFRED ,
DL144	BETTER LIVING MH BROKERS INC	Active	03/31/1980	03/31/2006	BETTER LIVING MH BROKERS INC	1141 SALINAS AVE COSTA MESA, CA 92626-1656	GOHR, J B , President GOHR, THEODORE JAMES , Vice President
DL91200	BILL ROTH'S AMERICAN MH SALES INC	Active	02/29/1980	02/28/2007	BILL ROTH'S AMERICAN MH SALES INC	8421 DALLAS CIR HUNTINGTON BEACH, CA 92646-3806	ROTH, WILLIAM E , President ROTH, NANCY E. , Secretary
DL92078	BLUE CARPET MOBILE HOMES, INC.	Expired	12/31/1985	07/31/1990	BLUE CARPET MOBILE HOMES, INC.	22706 ASPEN SUITE 303, EL TORO, CA 92630	RIELA, SAL ,
1479	BLUE CARPET MOBILEHOMES INC	Expired	06/30/1981	06/01/1995	BLUE CARPET MOBILEHOMES INC	11810 BEACH BLVD STANTON, CA 90680	RIELA, SAL , KULAJIAN, RALPH , JEKNAVORIAN, VAHE ,
DL91243	BONDED MOBILEHOMES	Expired	12/31/1981	02/28/1995	BONDED MOBILEHOMES	333 N NEWPORT BLVD NEWPORT BEACH, CA 92663	HREHNIY, ADELINE E ,
DL92353	BRANDALL MODULAR CORP	Active	02/07/1989	02/28/2007	N/A	8552 HAMILTON AVE HUNTINGTON BEACH, CA 92646-7007	HARRIS, LARRY GENE , Vice President

DL1099197	BRIAN L DOUGLAS	Active	07/02/2002	07/31/2006	HORIZON MFG & MOBILE HOMES	650 W WEDGEWOOD LN LA HABRA, CA 90631-7663	DOUGLASS, BRIAN L , President
DL92015	BRYNEX INC	Active	12/31/1985	12/31/2007	MONARCH HOMES	900 W TOWN AND COUNTRY RD ORANGE, CA 92868-4721	ALEX, BRIAN GIRARD ,
DL91376	BURL R. GREGORY ENTERPRISES, INC.	Expired	12/31/1981	07/11/1991	CALIFORNIA STYLE MOBILE HOMES	12080 BEACH BLVD. STANTON, CA 90680	GREGORY, BURL R ,
DL1095890	BUTCHER PROPERTIES LLC	Active	07/11/2002	01/31/2007	N/A	400 EMERALD BAY STE 100 LAGUNA BEACH, CA 92651-1215	BUTCHER, GREGORY LEE , Member of Limited Liability Company
DL92245	C/R MOBILEHOMES	Expired	12/31/1988	03/31/1990	C/R MOBILEHOMES	16515 BROOKHURST ST FOUNTAIN VALLEY, CA 92708	JUETTEN, RASHELL ,
DL92537	CA IMAGE MH SALES/SERVICE INC	Expired	12/31/1990	01/31/1992	CA IMAGE MH SALES/SERVICE INC	18449 BROOKHURST AVE 1 FOUNTAIN VALLEY, CA 92708	SMITH, FOREST GARFIELD III,
DL1132802	CAL GOLD HOMES INC	Active	09/15/2004	09/30/2006	CAL GOLD HOMES	1428 AIROSO RD LA HABRA, CA 90631	ETTINGER, MARCUS , Chief Executive Officer

DL1113162	CALIFORNIA COUNTRY HOMES	Active	04/28/2003	04/30/2007	N/A	32861 CAMINO CAPISTRANO #C SAN JUAN CAPISTRANO, CA 92675	TOBEY, JANA MARY , Primary Owner
DL92189	CALIFORNIA MH LIQUIDATORS INC	Expired	06/30/1987	06/30/1991	GRAND TRADITION MOBILEHOMES	2565 E CHAPMAN AVE C FULLERTON, CA 92631	MIX, LARRY C , MIX, LINDA C ,
DL1076815	CALIFORNIA MOBILE HOMES	Active	01/31/2001	01/31/2007	N/A	1442 IRVINE BLVD STE 114 TUSTIN, CA 92780-3845	GLENDE, DENNIS , Primary Owner
DL92461	CALIFORNIA MOBILEHOME BROKERS	Expired	12/31/1990	02/28/1996	CALIFORNIA MOBILEHOME BROKERS	1616 E 17TH ST T SANTA ANA, CA 92701	HERNANDEZ, ERNEST ,
DL1136543	CALIFORNIA WESTERN FINANCIAL CORP	Active	01/04/2005	01/31/2007	N/A	3351 CERRITOS AVE LOS ALAMITOS, CA 90720	GETZ, GORDON G , President
DL91515	CANYON HILLS LEASING INC	Expired	08/31/1981	08/31/1999	CANYON HILLS LEASING INC	600 E WALNUT FULLERTON, CA 92631	N/A
DL91816	CAPISTRANO VALLEY MOBILEHOME SALES	Expired	12/31/1983	02/28/1990	CAPISTRANO VALLEY MOBILEHOME SALES	26139 VICTORIA BLVD CAPISTRANO BEACH, CA 92624	BAILEY, TAYLOR W ,

DL92784	CAPITAL MOBILE HOMES INC	Active	05/31/1994	05/31/2006	N/A	12550 BROOKHURST ST STE E GARDEN GROVE, CA 92840-4834	BOGART, STEVEN L , Primary Owner
DL92399	CAREFREE LIVING MOBILEHOMES	Active	06/30/1989	06/30/2007	CAREFREE LIVING MOBILEHOMES	9710 CARNATION AVE FOUNTAIN VALLEY, CA 92708	MILLER, MARGARET , Primary Owner
DL91670	CARL RAU REALTY INC	Expired	11/30/1982	11/30/1991	CARL RAU REALTY INC	2323 W LINCOLN 101 ANAHEIM, CA 92801	ACHESON, CHARLES ROSS ,

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License #	Licensee Name	Status	Original Issue Date	Expiration Date	Business Name	Main Location	Participating Member
DL1095787	3 BUSY GUYS	Active	06/14/2002	06/30/2006	N/A	41898 BUTLER LN HEMET, CA 92544-8388	MEHLMAUER, GEORGE EDWARD , Primary Owner
DL91812	A-1 MOBILEHOME SALES INC	Terminated	02/28/1983	02/29/2004	A-1 MOBILEHOME SALES INC	1269 POMONA RD 101 CORONA, CA 91720	N/A
DL3437	A-N-Z RESALES	Expired	01/31/1980	01/19/1988	A-N-Z RESALES	70-377 GERALD FORD DRIVE RANCHO MIRAGE, CA 92270	ABERNETHEY, JOHN WAYNE , ZULLO, NICHOLAS EMANUEL ,
DL92788	A/A MOBILEHOMES	Active	06/30/1994	06/30/2006	A/A MOBILEHOMES	1211 W ACACIA AVE HEMET, CA 92543-4623	NEVES, SANDRA LEE , Partner
DL92865	AARROW HOME SALES	Active	12/31/1995	12/31/2007	N/A	2900 ADAMS ST STE C220 RIVERSIDE, CA 92504-4384	WILLIAMS, WILLIAM OLIVER , Primary Owner
DL92287	AD DESIGN ASSOC INC	Expired	12/31/1988	08/31/1990	QUAIL HOLLOW SALES	15300 PALM DR DESERT HOT SPRINGS, CA 92240	NASH, RONALD SR,

DL92055	ADVANCED MOBILEHOMES	Active	04/30/1985	04/30/2006	ADVANCED MOBILEHOMES	35375 HIGHWAY 74 HEMET, CA 92545-3411	GUSS, LAVONA MARIE , Partner COSAND, RICHARD , Partner
DL92506	AGGRESSIVE MOBILEHOME SALES	Expired	12/31/1990	01/21/1993	AGGRESSIVE MOBILEHOME SALES	1125 CALIMESA BLVD CALIMESA, CA 92320	N/A
SP1075391	ALBANO, ANN MARIE	Active	12/07/2000	12/31/2006	LOUISE B. SAN CHEZ MOBILEHOMES	601 N KIRBY ST HEMET, CA 92545-5902	SANCHEZ, LOUISE BERNADINE , Primary Owner
SP903296	ALBANO, LINDA ANGELA	Active	11/30/1983	11/30/2006	LOUISE B. SAN CHEZ MOBILEHOMES	601 N KIRBY ST HEMET, CA 92545-5902	SANCHEZ, LOUISE BERNADINE , Primary Owner
DL91957	ALBERT R. SCOTT MOBILE HOME SALES	Expired	02/28/1985	02/28/1989	ALBERT R. SCOTT MOBILE HOME SALES	64550 PIERSON BLVD. DESERT HOT SPRINGS, CA 92240	SCOTT, ALBER R ,
DL1129578	ALEXYN HOMES	Active	06/24/2004	06/30/2006	N/A	3300 15TH ST W RIVERSIDE, CA 92519-7319	ALEXANDER, RAUL , Primary Owner
DL92295	ALL POINTS MOBILEHOME SALES	Expired	12/31/1988	03/01/1990	ALL POINTS MOBILEHOME SALES	1735 SPRUCE ST C RIVERSIDE, CA 92507	ZEPEDA , VICTOR R ,
DL1148048	AMERICAN DREAM HOMES	Temporary Permit to Operate	10/19/2005	10/31/2007	N/A	251 GULFSTREAM LANE NORCO, CA 92860	GALASSO, DIANA L , Primary Owner

DL1135579	AMERICAN MODULAR HOMES	Active	12/02/2004	12/31/2006	N/A	4020 GARNER ROAD RIVERSIDE, CA 92501	GIULIANO, SALVATORE , Primary Owner
SP1134628	ANDERSON, NANCY E	Active	10/15/2004	10/31/2006	MA WILLIAMSMANUFACTURED HOME SALES	35325 HIGHWAY 74 HEMET, CA 92545-3411	WILLIAMS, DENNIS R , Partner WILLIAMS-WALSH, KELLY , Partner
SP1139562	ANDREWS, JOHN W	Active	02/22/2005	02/28/2007	FACTORY HOUSING	1700 HAMNER AVE STE 105 NORCO, CA 92860-2957 *Contains multiple addresses	FLEMING, PATRICK JAMES , President
SP1141776	ANDREWS, NOLAN D	Active	04/15/2005	04/30/2007	FACTORY HOUSING	1700 HAMNER AVE STE 105 NORCO, CA 92860-2957 *Contains multiple addresses	FLEMING, PATRICK JAMES , President
SP1119801	ANGULO, ELIZABETH	Expiration Temporary	10/07/2003	10/31/2005	COUNTRY LAKE MOBILE HOME SALES	21100 HIGHWAY 79 SAN JACINTO, CA 92583-2335	WILLIAMSON, THOMAS DAVID , Primary Owner
DL92724	ANZA PINES HOME SALES INC	Canceled	06/30/1993	06/30/2001	ANZA PINES HOME SALES INC	53651 HWY 371-24 ANZA, CA 92539	N/A
DL91529	ARABIAN GARDENS MOBILEHOME SALES	Expired	12/31/1981	08/31/1989	ARABIAN GARDENS MOBILEHOME SALES	81-600 FRED WARING DR 353 INDIO, CA 92201	MILLER , RALPH V ,

DL6756	ARABIAN MOBILEHOME/RV SALES	Expired	07/31/1980	07/31/2002.	ARABIAN MOBILEHOME/RV SALES	73-450 COUNTRY CLUB DR 124 PALM DESERT, CA 92260	N/A
DL92351	AUBREY MEYERSON CO	Expired	12/31/1989	01/31/1995	LA QUINTA MOBILE ESTATES	51-555 MONROE ST INDIO, CA 92201	N/A
MF90059	AURORA MODULAR INDUSTRIES	Expired	08/18/1986	08/31/2004	AURORA MODULAR INDUSTRIES	17300 PERRIS BLVD. MORENO VALLEY, CA 92551	N/A
SP1101440	AVALOS, CONNIE FAY	Active	07/23/2002	07/31/2006	SANTIAGO SALES	591 W LA CADENA DR RIVERSIDE, CA 92501-1346	SIMONIAN, DARREN , Vice President
SP1106160	BABCOCK, JOHN	Active	10/18/2002	10/31/2006	J & I HOMES AND DEVELOPMENT	33440 MISSION TRL WILDOMAR, CA 92595-8427	LANEY, JOLEA M , Responsible Managing Employee
DL92265	BALLAS DEVELOPMENT CORP.	Expired	06/30/1988	06/30/1989	UNIVERSAL HOUSING	4080 PEDLEY ROAD RIVERSIDE, CA 92509	HUNTER, DARLENE JO ,
DL92057	BALLAS DEVELOPMENT CORPORATION	Expired	04/30/1985	04/30/1988	UNIVERSAL HOUSING	4080 PEDLEY ROAD RIVERSIDE, CA 92509	BALLAS , TOM J , BALLAS, TERRENCE EVERETT ,
DL91709	BALLAS INDUSTRIES INC	Expired	12/31/1982	12/31/1991	UNIVERSAL MANUFACTURED HOUSING	286 WINFIELD CIR CORONA, CA 91720	BALLAS , THOMAS JOHN ,

SP1126556	BARBOUR, JAMES LEE	Active	04/01/2004	04/30/2006	THE HOME COMPANY	71301 HIGHWAY 111 STE 9 RANCHO MIRAGE, CA 92270-4101	LUCAS, DONALD K JR, Primary Owner
DL92756	BART-LEON INC	Expired	12/31/1993	12/31/1997	CAPRI PROPERTIES	344 N STATE ST SAN JACINTO, CA 92583	LEONELLI, EDWARD JOSEPH ,
SP912289	BARTLETT, WILLIAM W	Active	11/29/1994	11/30/2006	NUTREND HOMES	2222 FRONTAGE RD CORONA, CA 92882-2814	WHITTENTON DOMASIN, PEGGY , President
SP1118828	BATSON, MICKEY KENNY	Active	09/11/2003	09/30/2007	SAV-ON MANUFACTURED HOMES	1415 E 6TH ST BEAUMONT, CA 92223-2505	TAYLOR, MICHAEL LEROY , President
,2895	BECK'S MOBILE HOME SALES	Canceled	08/31/1996	08/31/2004	BECK'S MOBILE HOME SALES	1097 N STATE ST 559 HEMET, CA 92543	N/A
DL1072737	BEL AIR MOBILE HOME SALES	Active	08/29/2000	08/31/2006	N/A	27150 SHADEL RD SUN CITY, CA 92586	FLEMING, FRED J , Primary Owner
SP1149040	BENSON, ALBERT P	Active	10/12/2005	10/31/2007	MA WILLIAMSMANUFACTURED HOME SALES	35325 HIGHWAY 74 HEMET, CA 92545-3411	WILLIAMS, DENNIS R , Partner WILLIAMS-WALSH, KELLY , Partner
DL92800	BIRD CONSTRUCTION INC	Expired	06/30/1994	06/30/2004	BIRD SALES/MARKETING	39-900 VIEW DR RANCHO MIRAGE, CA 92270	N/A

SP1138876	BIRD, JUANA S	Active	02/02/2005	02/28/2007	I DEAL MOBILEHOME SALES	1041B CALIMESA BLVD CALIMESA, CA 92320-1122	BIRD, YVONNE , Primary Owner
SP1104253	BIRD, YVONNE	Active	09/13/2002	09/30/2006	I DEAL MOBILEHOME SALES	1041B CALIMESA BLVD CALIMESA, CA 92320-1122	BIRD, YVONNE , Primary Owner
SP1137222	BLACKWELL, REGINA R	Active	12/22/2004	12/31/2006	LAKE PERRIS VILLAGE MHC	350 E SAN JACINTO AVE PERRIS, CA 92571	FARRIS, RAY K II, Chief Executive Officer
DL92372	BLYTHE CHAPARRAL, INC.	Expired	07/31/1989	07/23/1991	BLYTHE CHAPARRAL, INC.	101 EAST HOBSONWAY SUITE A, BLYTHE, CA 92225	HAENI, BRUNO G ,
SP1149962	BOUDREAU, JAMES A	Active	10/31/2005	10/31/2007	WRENBURY INC	30832 EARLY ROUND DR CANYON LAKE, CA 92587-7578	BROWN, WILLIA E , President
SP1141265	BOYD, MICHAEL R	Active	04/05/2005	04/30/2007	FACTORY HOUSING	1700 HAMNER AVE STE 105 NORCO, CA 92860-2957 *Contains multiple addresses	FLEMING, PATRICK JAMES , President
MF1065785	BRANDALL MODULAR CORP	Expired	12/14/1999	12/31/2003	N/A	5026 PATTERSON PERRIS, CA 92571	N/A

DL1049967	BRANDYWINE OSTRICH RANCH INC.	Expired	11/20/1998	11/30/2000	HORIZON HOMES	7100 W FLORIDA AVE HEMET, CA 92545	N/A
DL91340	BRATTON ENTERPRISES INC	Expired	12/31/1981	04/30/1993	BRATTON MOBILEHOMES	2000 FRONTAGE RD CORONA, CA 91720	BRATTON, RICHARD C , BRATTON, DIANE A ,
DL92585	BRATTON HOMES OF RIVERSIDE	Expired	12/31/1991	07/31/1993	BRATTON HOMES OF RIVERSIDE	4046 CHESTNUT ST RIVERSIDE, CA 92501-3537	BRATTON, WILLIAM PAUL ,
SP1065657	BROOKS, DAVID LEE	Active	12/06/1999	12/31/2007	ADVANCED MOBILEHOMES	35375 HIGHWAY 74 HEMET, CA 92545-3411	GUSS, LAVONA MARIE , Partner COSAND, RICHARD , Partner
SP903262	BROOKS, DAVID LEE	Expired	04/30/1983	04/30/1994	ADVANCED MOBILEHOMES	35375 HIGHWAY 74 HEMET, CA 92545-3411	GUSS, LAVONA MARIE , Partner COSAND, RICHARD , Partner
SP1070166	BROWN, JOYA M	Active	05/22/2000	05/31/2006	COMMUNITY SALES INC	70-377 GERALD FORD DR RANCHO MIRAGE, CA 92270 *Contains multiple addresses	BRAUN, STEPHEN HAROLD , Vice President

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License #	Licensee Name	Status	Original Issue Date	Expiration Date	Business Name	Main Location	Participating Member
DL92199	A B C MANUFACTURED HOMES	Expired	12/31/1987	07/31/1989	A B C MANUFACTURED HOMES	8295 ALMOND AVE FONTANA, CA 92335	POLAKOWSKI, VINCENT ,
DL92732	ACTION MOBILE HOMES, INC	Active	07/31/1993	07/31/2007	N/A	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner
SP1143576	ADAMS, CHARLES D	Active	05/27/2005	05/31/2007	PREMIER MOBILEHOMES	1610 E WASHINGTON ST COLTON, CA 92324-4607	GAGLIANO, KATHLEEN WARD , Primary Owner
SP1129495	ADWELL, JANET DEE	Active	06/15/2004	06/30/2006	BARSTOW HOUSING LTD	12801 MARIPOSA RD VICTORVILLE, CA 92395-5331 *Contains multiple addresses	HOBERG, GREGORY JOHN , Vice President
MF90043	AFCOM MANUFACTURING CO INC	Expired	01/24/1985	04/30/1987	AFCOM MANUFACTURING CO., INC.	21516 MAIN ST. COLTON, CA 92324	N/A
DL1117695	AFFORDABLE HOMES NETWORK, INC.	Temporary Permit to Operate	10/03/2003	10/31/2007	N/A	7549 CRAM RD HIGHLAND, CA 92346	CHAPPELL, ARVEL JR, President

SP1142506	AGUILAR, RICHARD	Active	05/03/2005	05/31/2007	MERIDIAN TERRACE	243 N MERIDIAN AVE SAN BERNARDINO, CA 92410-1331 *Contains multiple addresses	AGUILAR, RICHARD , Responsible Managing Employee
SP1081602	ALCANTAR, ANGELA	Expired	05/30/2001	05/31/2003	UNITED MOBILE HOME SALES	615 N EUCLID AVE STE 118 ONTARIO, CA 91762-3200	CORDERO, JOSE , Partner
SP1134190	ALCANTAR, ANGELA	Active	10/05/2004	10/31/2006	UNITED MOBILE HOME SALES	615 N EUCLID AVE STE 118 ONTARIO, CA 91762-3200	CORDERO, JOSE , Partner
SP1139692	ALDER, JAMES P	Active	02/24/2005	02/28/2007	ACTION MOBILE HOMES, INC	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner
SP1138979	ALEMAN, KIMBERLY J	Active	02/04/2005	02/28/2007	L & L INVESTMENTS	3350 SHELBY ST STE 200 ONTARIO, CA 91764-5556	DALUMPINES, LEILANI L , Primary Owner
DL92483	ALLSTAR MOBILE HOMES	Expired	04/30/1990	04/15/1992	ALLSTAR MOBILE HOMES	11656 CENTRAL AVE. CHINO, CA 91710	N/A
DL2313	ALTA LOMA MOBILE ENTERPRISES INC	Expired	12/31/1980	04/30/1994	NEW WORLD MOBILE ENTERPRISES	31843 OUTER HWY 10 REDLANDS, CA 92373	CARSTON, RAYMOND WALTER ,

SP1116715	AMAYA, FATIMA	Active	07/18/2003	07/31/2007	MONARCH MOBILE HOME SALES	25526 REDLANDS BLVD SPC 164 LOMA LINDA, CA 92354-2028	GRABOWSKI, NEAL L , President
MF90087	AMERICAN MODULAR STRUCTURES INC	Expired	01/13/1989	01/31/2001	AMERICAN MODULAR STRUCTURES, INC.	21516 MAIN ST. GRAND TERRACE, CA 92324	N/A
SP912400	ANDERSON, ROSANNA	Active	04/30/1995	04/30/2007	VALENCIA LEA RESALES	3850 E ATLANTIC 39 HIGHLAND, CA 92346	DUCKWORTH, JOHN E , President MCNEAL, FRED M , Secretary MCNEAL, THOMAS H , Officer
SP1131831	ANDIARENA, JANETTE DE OCAMPO	Active	08/06/2004	08/31/2006	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President
DL91064	ANDY/SONS MOBILEHOMES	Active	11/30/1980	11/30/2006	ANDY/SONS MOBILEHOMES	12801 MARIPOSA RD VICTORVILLE, CA 92392	KLEIN, RICHARD A , Officer JACKSON, BARBARA A , Treasurer
SP1143544	ANGLE, RAYMOND E	Active	05/27/2005	05/31/2007	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President

SP1149093	ANGLE, ZACHARY J	Active	10/13/2005	10/31/2007	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President
SP1136014	ANZOATEGUI, CHRISTIAN J	Active	11/19/2004	11/30/2006	ACTION MOBILE HOMES, INC	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner
SP1060318	ANZORA, JOSE L	Expired	06/18/1999	06/30/2003	WESTERN HERITAGE MOBILEHOMES	9038 ARCHIBALD AVE RANCHO CUCAMONGA, CA 91730-5205	JOHNSON, RAMONA KAY , Secretary ENRIQUEZ, EVELYN , Vice President
SP1139814	ANZORA, JOSE L	Active	02/28/2005	02/28/2007	WESTERN HERITAGE MOBILEHOMES	9038 ARCHIBALD AVE RANCHO CUCAMONGA, CA 91730-5205	JOHNSON, RAMONA KAY , Secretary ENRIQUEZ, EVELYN , Vice President
DL1138668	ARC DEALERSHIP INC	Active	05/04/2005	05/31/2007	MERIDIAN TERRACE	243 N MERIDIAN AVE SAN BERNARDINO, CA 92410-1331 *Contains multiple addresses	AGUILAR, RICHARD , Responsible Managing Employee
SP1145081	ARDEMA, MARTA B	Active	07/07/2005	07/31/2007	MOIST MOBILEHOME SALES	13701 CALIMESA BLVD YUCAIPA, CA 92399	MOIST, DON LESLEY , Partner GRANLUND, TYLER K , Director

SP1150115	AREYAN, ROSA Y A	Active	11/02/2005	11/30/2007	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President
DL92562	ARKEL DEVELOPMENT CORP	Expired	12/31/1991	04/30/1993	ARKEL DEVELOPMENT CORP	22617 HWY 18 109, APPLE VALLEY, CA 92307	WALLENDAL, RICHARD T , BOBBITT, LARRY DEAN ,
SP1131340	ARROYO, ANTONIO GARCIA	Active	07/27/2004	07/31/2006	UNITED MOBILE HOME SALES	615 N EUCLID AVE STE 118 ONTARIO, CA 91762-3200	CORDERO, JOSE , Partner
DL92445	ATCO STRUCTURES INC	Expired	12/31/1989	12/31/1995	ATCO SPACE RENTALS	10807 JERSEY BLVD RANCHO CUCAMONGA, CA 91730	PAGE, RODERICK ALLAN ,
SP1065119	AYALA, JOY	Active	11/15/1999	11/30/2007	WESTERN HERITAGE MOBILEHOMES	9038 ARCHIBALD AVE RANCHO CUCAMONGA, CA 91730-5205	JOHNSON, RAMONA KAY , Secretary ENRIQUEZ, EVELYN , Vice President
DL92220	B & D SPECIALTIES, INC.	Expired	10/31/1987	10/12/1988	B & D SPECIALTIES, INC.	2048 VALLEY BLVD. RIALTO, CA 92376	JANECEK, MARCEL M ,
SP1053695	BACA, ROBERT	Active	12/30/1998	12/31/2006	ACTION MOBILE HOMES, INC	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner

SP1079517	BAGLIO, MIKE DOUGLAS	Active	04/05/2001	04/30/2007	BARSTOW HOUSING LTD	12801 MARIPOSA RD VICTORVILLE, CA 92395-5331 *Contains multiple addresses	HOBERG, GREGORY JOHN , Vice President
SP1098059	BAKER, TINA EDNA	Active	05/20/2002	05/31/2006	C & A MOBILE HOME PARKS LLC	26245 BASELINE ST HIGHLAND, CA 92346	MEEKER, KENNETH M , Partner
SP1141158	BALDONADO, CHRISTA L	Active	04/01/2005	04/30/2007	VALLEY MOBILEHOME SALES	12208 CALIFORNIA ST YUCAIPA, CA 92399-4333 *Contains multiple addresses	BALDONADO, DAVID MARK , Primary Owner
SP1146438	BALK, MARTHA A	Active	08/08/2005	08/31/2007	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President
SP1085219	BALL, JAY WALKER	Active	08/28/2001	08/31/2007	MT SHADOWS MOBILEHOME SALES	4040 E PIEDMONT DR HIGHLAND, CA 92346-4863	STUBBLEFIELD, JOHN L , Partner STUBBLEFIELD, ARNOLD H , Partner
SP1115365	BALLARD-ROBERTS, ELEANOR	Active	06/12/2003	06/30/2007	CONCEPT HOMES	2078 PHELAN RD PINON HILLS, CA 92372	MILLER, THOMAS R , Primary Owner
SP1123194	BARBERENA, CARLOS	Active	01/08/2004	01/31/2006	SPENCER'S MANUFACTURED HOUSING, INC.	9575 BEEKLEY ROAD PHELAN, CA 92371	SPENCER, VERNON RAY , President

MF9985	BARON HOMES INC	Terminated	07/07/1980	12/31/1998	BARON HOMES, INC.	1612 S CUCAMONGA AVE ONTARIO, CA 91761	N/A
SP1121495	BAYSINGER, KATHERINE R	Active	11/20/2003	11/30/2007	MOBILE MINI LLC	2660 N LOCUST AVE RIALTO, CA 92377-4122	NELSON, CRAIG S , General Manager
SP1147539	BELTRAN, THELMA I	Active	09/06/2005	09/30/2007	ACTION MOBILE HOMES, INC	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner
SP1135031	BENSON, ARLENE L	Active	10/26/2004	10/31/2006	VALENCIA LEA RESALES	3850 E ATLANTIC 39 HIGHLAND, CA 92346	DUCKWORTH, JOHN E , President MCNEAL, FRED M , Secretary MCNEAL, THOMAS H , Officer
DL92804	BEST MOBILEHOMES	Expired	12/31/1994	02/28/1995	BEST MOBILEHOMES	11656 CENTRAL AVE CHINO, CA 91710	WEAVER, DOROTHY MAXINE ,
DL92127	BEST WAY MOBILEHOME SALES	Expired	12/31/1986	12/31/1992	BEST WAY MOBILEHOME SALES	10155 POPLAR FONTANA, CA 92335	PORTO, ROBERT ,
DL92124	BEVERLY ESTATES VILLAGE INC	Expired	12/31/1985	12/31/1990	BEVERLY ESTATES VILLAGE INC	4838 MAPLEWOOD DR PHELAN, CA 92371	BROWN, RICHARD D ,
DL91327	BIG RIVER MOBILE HOME SALES	Expired	04/30/1981	04/30/1989	BIG RIVER MOBILE HOME SALES	7248 KANIKSU TRAIL BIG RIVER, CA 92242	WHITE, REID L ,

DL91883	BIG RIVER MOBILEHOME SALES	Canceled	05/31/1984	05/31/2000	BIG RIVER MOBILEHOME SALES	2 MARINA ST BIG RIVER, CA 92242	N/A
SP1144697	BLAND, YVONNE B L	Active	06/27/2005	06/30/2007	ACTION MOBILE HOMES, INC	1511 W HOLT BLVD STE K ONTARIO, CA 91762-3658 *Contains multiple addresses	RODRIGUEZ, IVAN ELIAS , Primary Owner
SP1129025	BLASKOVICH, FRED FRANK JR	Active	06/01/2004	06/30/2006	MAPLE RIDGE MOBILEHOMES CA INC	2313 E PHILADELPHIA ST STE K ONTARIO, CA 91761-8048 *Contains multiple addresses	SILVERMAN, SAMUEL LAWRENCE , President

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License #	Licensee Name	Status	Original Issue Date	Expiration Date	Business Name	Main Location	Participating Member
DL1113940	AAA MANUFACTURED HOMES & STEEL BUILDINGS	Canceled	05/14/2003	05/31/2005	AAA MANUFACTURED HOMES & STEEL B UILDINGS	3431 QUINCY AVE SIMI VALLEY, CA 93063-1130	N/A
DL92326	AAA SUNSHINE HOMES	Expired	12/31/1988	12/31/1998	AAA SUNSHINE HOMES	2375 E VENTURA BLVD OXNARD, CA 93030	N/A
DL1121923	ABRAHAM & WARD	Active	12/19/2003	12/31/2007	N/A	1802 EASTMAN AVE STE 115 VENTURA, CA 93003-5759	ABRAHAM, LYNNE B , Partner WARD, THOMAS JOSEPH , Partner
SP1053703	ABRAHAM, LYNNE B	Active	12/30/1998	12/31/2006	ABRAHAM & WARD	1802 EASTMAN AVE STE 115 VENTURA, CA 93003-5759	ABRAHAM, LYNNE B , Partner WARD, THOMAS JOSEPH , Partner
SP909631	ABRAHAM, LYNNE B	Expired	06/30/1989	06/30/1996	ABRAHAM & WARD	1802 EASTMAN AVE STE 115 VENTURA, CA 93003-5759	ABRAHAM, LYNNE B , Partner WARD, THOMAS JOSEPH , Partner

SP1121506	ALANIZ, NOEMI	Active	11/20/2003	11/30/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
DL91691	ALEXANDER MOBILEHOMES INC	Expired	12/31/1982	12/31/1995	REPO DEPO	4662 BARNARD ST SIMI VALLEY, CA 93063	ALEXANDER, BLAISE F. ,
DL92233	AMERICAN RETIREMENT FUND INC	Expired	12/31/1987	12/31/1991	AMERICAN DREAM HOMES	1337 DEVON LN VENTURA, CA 93001	STANLEY, RICHARD J ,
DL1081052	AMETHYST DEVELOPMENT CORPORATION	Expired	05/15/2001	05/31/2005	N/A	171 E THOUSAND OAKS BLVD SUITE 205, THOUSAND OAKS, CA 91360	N/A
DL1082692	ANDREW STASSE CO	Active	07/02/2001	07/31/2003	N/A	305 EAST MATILIJA STREET SUITE H, OJAI, CA 93023	STASSE, ANDREW MARK , Primary Owner
DL92010	ANDY'S SUNSHINE HOMES	Expired	12/31/1985	11/30/1989	ANDY'S SUNSHINE HOMES	685 VENTURA BLVD OXNARD, CA 93030	ANDERSON, WILBUR ,

SP905833	ASHE, GARY GLEN	Active	04/30/1985	04/30/2007	GOLDEN STATE MOBILE HOMES	743 CALIFORNIA AVE D SIMI VALLEY, CA 93065	ASHE, GARY GLEN , Primary Owner
DL1094439	BACKER MANUFACTURED HOMES INC	Active	03/13/2002	03/31/2006	N/A	315 ARNEILL RD STE 211 CAMARILLO, CA 93010-6424	BACKER, RICHARD LAWRENCE , Primary Owner
SP1078763	BACKER, JEANNA S	Active	03/16/2001	03/31/2007	BACKER MANUFACTURED HOMES INC	315 ARNEILL RD STE 211 CAMARILLO, CA 93010-6424	BACKER, RICHARD LAWRENCE , Primary Owner
SP1137433	BALOGH, VARVARA	Active	12/28/2004	12/31/2006	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1069743	BAPTISTE, PAUL JEAN RAOUL	Active	05/05/2000	05/31/2006	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1055782	BATTEN, CLARK W	Expired	02/17/1999	03/31/2001	HERMITAGE MOBILEHOME SALES INC	2645 WAGON WHEEL RD OXNARD, CA 93036-1122	DEBOARD , JOSEPH , President

SP1086642	BATTEN, CLARK W	Active	10/03/2001	10/31/2007	HERMITAGE MOBILEHOME SALES INC	2645 WAGON WHEEL RD OXNARD, CA 93036-1122	DEBOARD, JOSEPH , President
SP1151058	BELTRAN, MANUEL F	Active	11/23/2005	11/30/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
DL92619	BENISEK MOBILEHOMES	Expired	12/31/1991	12/31/1995	BENISEK MOBILEHOMES	1545 MORSE AVE A VENTURA, CA 93003	BENISEK, JERRY F ,
SP1122170	BORMAN, WILLIAM	Active	12/10/2003	12/31/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
DL91964	BROWN/ REALTORS	Expired	12/31/1985	04/30/1989	BROWN/ REALTORS	110 E THOUSAND OAKS BLVD THOUSAND OAKS, CA 91360	CONTOS, CATHERINE J ,
DL92350	BURSERA PROPERTIES INC	Expired	12/31/1989	01/31/1995	BURSERA PROPERTIES INC	746 INDUSTRIAL AVE PORT HUENEME, CA 93041	AMUNDSON, JOHN C ,

DL92518	CAL WESTERN PROPERTIES	Expired	12/31/1990	08/31/1992	MOUNTAIN VIEW MOBILEHOME ESTATES	13567 CANDLEWOOD CT MOORPARK, CA 93021	DANIELS, JACK EDWARD ,
DL1126015	CALIFORNIA DREAMIN HOMES INC	Active	03/24/2004	03/31/2006	CALIFORNIA DREAMIN HOMES INC	403 N FULTON ST OJAI, CA 93023	APPELBAUM, SARA , President WHEELER, WARREN LLOYD , Director
SP1145989	CANO, LUIS H	Active	07/28/2005	07/31/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1145481	CAPPS, HELENA G	Active	07/18/2005	07/31/2007	HARVEST HOMES REAL ESTATE INC	1650 PALMA DR STE 206 VENTURA, CA 93003-5749	MIZE, LLOYD , General Manager
SP1146015	CAPPS, MYRON L	Active	07/28/2005	07/31/2007	HARVEST HOMES REAL ESTATE INC	1650 PALMA DR STE 206 VENTURA, CA 93003-5749	MIZE, LLOYD , General Manager
DL1138298	CBS PREMIER HOMES LLC	Active	02/16/2005	02/28/2007	N/A	1181 KELSFORD CT WESTLAKE VILLAGE, CA 91361-1607	VIZIREANU, SIMONA , General Manager

DL92913	CENTURY 21 BUENA VISTA	Expired	01/31/1996	01/31/1999	CENTURY 21 BUENA VISTA	750 E MAIN ST SANTA PAULA, CA 93060	N/A
SP1132394	CHARBONNEAU, MICHAEL	Active	08/20/2004	08/31/2006	HERMITAGE MOBILEHOME SALES INC	2645 WAGON WHEEL RD OXNARD, CA 93036-1122	DEBOARD, JOSEPH , President
SP1151819	COHEN, MARTIN D	Active	12/13/2005	12/31/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1145427	DAVID, PAT	Active	07/15/2005	07/31/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1119394	DEACK, GEORGE E	Active	09/25/2003	09/30/2007	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
SP912787	DEACK, GEORGE E	Expired	07/31/1996	07/31/2002	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner

SP907485	DEBOARD, JOSEPHINE CARROL	Active	01/31/1986	01/31/2007	HERMITAGE MOBILEHOME SALES INC	2645 WAGON WHEEL RD OXNARD, CA 93036-1122	DEBOARD, JOSEPH , President
SP1094813	DEHAAS, JOAN E	Active	03/19/2002	03/31/2006	BACKER MANUFACTURED HOMES INC	315 ARNEILL RD STE 211 CAMARILLO, CA 93010-6424	BACKER, RICHARD LAWRENCE , Primary Owner
SP1072622	DELAPLANE, HARLEY EUGENE	Active	08/21/2000	08/31/2006	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
SP909416	DELAPLANE, HARLEY EUGENE	Expired	04/30/1989	04/30/1991	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
SP1069846	DJERNAES, KAREN WILBANKS	Active	05/10/2000	05/31/2006	HERMITAGE MOBILEHOME SALES INC	2645 WAGON WHEEL RD OXNARD, CA 93036-1122	DEBOARD, JOSEPH , President
SP1131358	DURKEE, FOSTER WILLIAM	Active	07/27/2004	07/31/2006	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
DL1148311	DWELLING PLACES LLC	Active	10/20/2005	10/31/2007	N/A	3875 TELEGRAPH RD SUITE F VENTURA, CA 93003	HUMBLES , GREGORY ALAN , Member of Limited Liability Company

DL1150515	EMERALD HOME DEVELOPERS	Temporary Permit to Operate	11/29/2005	11/30/2007	N/A	363 MOBIL AVE #3 CAMARILLO, CA 93010	MOSHY, DOUGLAS , Primary Owner
SP1111902	ENRIQUEZ, CRISTINA	Active	03/17/2003	03/31/2007	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President
SP1141242	ERHART, CHERYL L	Active	04/05/2005	04/30/2007	CBS PREMIER HOMES LLC	1181 KELSFORD CT WESTLAKE VILLAGE, CA 91361-1607	VIZIREANU, SIMONA , General Manager
148527	FABRICANTE DEVELOPMENT INC	Active	10/19/2005	10/31/2007	N/A	622 S A STREET SUITE C OXNARD, CA 93030	KAPELUS, MARVIN , Secretary
SP1099510	FLORES, JUAN	Active	06/19/2002	06/30/2006	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
DL1146797	FREEDOM PROPERTIES LLC	Temporary Permit to Operate	08/17/2005	08/31/2007	N/A	699 HAMPSHIRE RD #100 WESTLAKE VILLAGE, CA 91361	FIUMERODO, FLAVIO , Member of Limited Liability Company

SP1100148	GABRIELS, MARY	Active	06/28/2002	06/30/2006	SUNSHINE MANUFACTURED HOMES	3959 E MAIN ST STE B VENTURA, CA 93003-5248	KWON, SAE-IL JOHN , Primary Owner
SP1091987	GARCIA, VICTOR	Active	01/24/2002	01/31/2006	MACY HOMES INC	2452 ALAMEDA AVE VENTURA, CA 93003-6613 *Contains multiple addresses	DURANT, ROBERT E , President DURANT, DAVID RAYMOND , Vice President

Exhibit 10
Mobilehomes for Rent

Available Park Owned Rentals

Park Name	City	Beds	Baths	Low	High
Del Cerro Mobile Estates	Placentia	2	2	$1,100	$1,400
Lido Park	Newport Beach	2	2	$2,950	$3,000
Caravan Trailer Lodge	Westminster	2	2	$1,200	$1,200
Rancho Mirage Mobilehome Community	Rancho Mirage	2	2	$650	$900
Vista De Oro Mobile Home Park	Hemet	2	2	$550	$750
Moutain View Estates	Canoga Park	2	2	$1,350	$1,650
Terrace Gardens	Oceanside	2	2	$650	$900
Oxnard Pacific Mobile Estates	Oxnard	2	2	$950	$1,250
Ocean-Aire Mobile Estates	Oxnard	2	2	$750	$1,150
Orchard Trailer Park, Inc.	Lomita			$700	$700
Garden West Estates	Gardena			$1,200	$1,200
Orcutt Ranch Estates	Orcutt			$650	$650
Shamrock Trailer Park	Encinitas			$725	
Southwood Mobile Estates	Torrance			$1,000	$1,295
Oasis Hot Springs MHP	Desert Hot Springs			$925	$925
Lake Wohlford Resort	Escondido	2	2	$1,130	$1,130
Four Seasons Mobile Home Park	Hanford			$600	$600
Foothill Mobile Home Park	Pomona			$825	$850
Fountain of Youth Spa	Niland			$1,300	$1,300
Cowboy Country Campground	Aguanga			$400	$400
Lake Isabella Mobilehome & RV Resort	Lake Isabella			$600	$1,000
Town\Country Mobilehome Park	Ridgecrest			$400	$500
Bella Vista Manufactured Home Community	Twentynine Palms	1&2	1&2	$375	$400
Four Seasons Mobile Home Park	Chino	1&2	1&2	$725	$825
Golden West Mobilehome Park	Boron			$400	$900
Canyon Crest Estates	Escondido	1&2	1&2	$750	$1,000
Shady Lane Trailer Park	Paramount			$450	$450

Exhibit 11
Listing of Resident Owned Parks

Listing of Resident Owned Mobile Home Parks

Park Name	City	Phone
Apache Mobile Home Park	Yucca Valley	(760) 365-3853
Blue Skies Village	Rancho Mirage	(760) 328-2600
Bravo Mobile Home Park	Riverside	(951) 685-6650
Cedar Hills Mobile Home Park	Fullerton	(714) 993-5000
Cherokee Mobile Home Park	Anaheim	(714) 821-3541
El Dorado Mobile Country Club	Palm Springs	(760) 328-2815
El Dorado Palms Mobile Home Estates	Yucaipa	(909) 797-2410
Glen Aire Mobile Estates	San Bernardino	(909) 383-1398
Huntington Harbour Mobile Home Park	Huntington Beach	(949) 852-5585
Joshua Springs Mobile Home Park	Desert Hot Springs	(760) 329-3277
Kimberly Gardens Mobile Home Park	Lake Forest	(949) 837-5242
Monterey Manor Mobile Home Park	Montclair	(909) 628-7616
Oak Glen Resort	Yucaipa	(909) 790-2931
Palm Beach Park	San Clemente	(949) 492-3344
Palm Desert Greens	Palm Desert	(760) 346-8005
Ramrod Senior Housing	Rialto	(909) 384-9855
Rancho Brea Mobile Home Estates	Brea	(562) 697-1432
The Groves	Irvine	(714) 832-3600
The Meadows	Irvine	(949) 551-3050
The Redlands	Redlands	(909) 792-5164
Villa Montclair Mobile Home Park	Montclair	(909) 628-7616
Vista Montana	Desert Hot Springs	(760) 329-3277
Western Hills Mobile Estates	Chino Hills	(909) 597-7016
Rancho Paso	Paso Robles	(805) 238-4353

Exhibit 12
Apartments for Rent Listing

Ventura County Apartments

Property	Phone	City	Zip	Distance	Rent
Archstone Agoura Hills	(888)-342-7455	Agoura Hills, CA	91301	24.2	$1455 - $1865
Shadow Ridge Apartment Homes	(866)-288-2305	Simi Valley, CA	93065	22.9	$1245 - $2025
Fountains at Moorpark	(877)-239-5301	Moorpark, CA	93021	17.6	$1425 - $1745
The Lofts at Pinehurst	(866)-375-9888	Ventura, CA	93004	3.4	$1035 - $1339
Avalon Camarillo	(866)-280-6499	Camarillo, CA	93012	10.2	$1280 - $2382
Rancho Corrales	(866)-425-9022	Simi Valley, CA	93065	22.9	$1290 - $1750
Oak Creek	(866)-210-4327	Agoura Hills, CA	91301	24.2	$1759 - $2394
Archstone Vanoni Ranch	(800)-490-5633	Ventura, CA	93004	3.4	$1345 - $2505
Casa Linda	(888)-616-8490	Newbury Park, CA	91320	13.7	$1050 - $1250
Pelican Point	(866)-410-3860	Ventura, CA	93003	4.1	$890 - $1528
The Knolls Apartment Homes	(888)-549-9688	Thousand Oaks, CA	91362	19.2	$1545 - $2270
Hillcrest Park Apartments	(866)-396-6555	Newbury Park, CA	91320	13.7	$1215 - $1905
Meadowood Apartments	(866)-380-2111	Simi Valley, CA	93065	22.9	$1229 - $1750
Corte Madera	(888)-260-8091	Camarillo, CA	93012	10.2	$1625 - $1675
Creekside	(866)-830-9213	Simi Valley, CA	93065	22.9	$1129 - $1669
The Villas / Overlook at Wood Ranch	(866)-471-0940	Simi Valley, CA	93065	22.9	$1335 - $1695
Mariners Place	(866)-340-7111	Oxnard, CA	93030	1.0	$920 - $1340
Ocean View Townhomes	(800)-464-1435	Ventura, CA	93003	4.1	$1150 - $1550
Harbor View Apartments	(888)-765-2871	Ventura, CA	93001	9.3	$1100 - $1995
Monterey Villas	(866)-387-4111	Oxnard, CA	93035	4.6	$1365 - $1515
Camarillo Oaks	(866)-208-4249	Camarillo, CA	93010	6.7	$1135 - $1785
Indian Oaks Apartments	(866)-873-0122	Simi Valley, CA	93063	27.3	$1189 - $1689
:ean Villas	(888)-455-8694	Oxnard, CA	93033	4.4	$1215 - $1399
Westlake Canyon Apartments	(888)-240-4187	Thousand Oaks, CA	91362	19.2	$1590 - $2035
The Beachfronter Townhomes	(888)-568-9150	Ventura, CA	93001	9.3	$1250 - $3000
Archstone Thousand Oaks Plaza	(866)-697-0874	Thousand Oaks, CA	91362	19.2	$1495 - $2700
Oak Park Apartment Homes	(888)-550-1478	Oak Park, CA	91377	23.2	$1415 - $1720
Tierra Vista	(888)-333-1797	Oxnard, CA	93030	1.0	$1140 - $1910
Camino Ruiz Square	(866)-291-8900	Camarillo, CA	93012	10.2	$1155 - $1525
Rosewood	(888)-656-9303	Camarillo, CA	93010	6.7	$1059 - $1799
University Glen	(866)-292-1200	Camarillo, CA	93012	10.2	$1258 - $2365
Archstone Thousand Oaks	(866)-634-2386	Thousand Oaks, CA	91360	17.0	$1515 - $1950
Country Oaks	(866)-304-9555	Agoura Hills, CA	91377	23.2	$1495 - $2114
Mountain View Apartment Homes	(866)-210-4323	Camarillo, CA	93010	6.7	$1075 - $1365
Hidden Valley Apartment Homes	(866)-425-9011	Simi Valley, CA	93063	27.3	$1299 - $2040
S.C. Timbers	(866)-259-9559	Oxnard, CA	93030	1.0	$895 - $1540
Los Robles Apartments	(888)-446-3518	Thousand Oaks, CA	91361	18.9	$1310 - $1650
Channel Island Village	(866)-287-6971	Oxnard, CA	93035	4.6	$895 - $1295
Waterstone at Moorpark	(866)-647-2659	Moorpark, CA	93021	17.6	$1300 - $1905

Listings Courtesy of Apartments.com

Exhibit 13
Area Housing Authority Properties

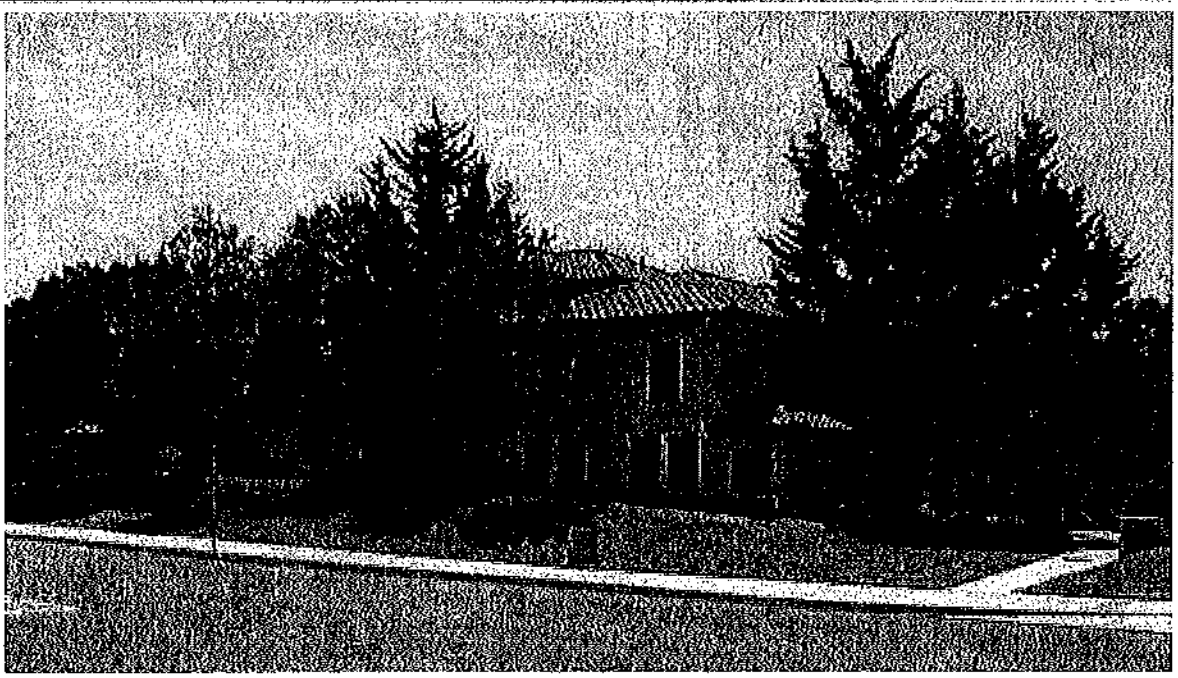
Listing of Area Housing Authority Complexes

Complex Name	City	Type
Ellis Terrace	Thousand Oaks	Family
Whispering Oaks	Ojai	Senior
Roth Apartments	Meiners Oaks	Family
Tafoya Terrace	Moorpark	Senior
Legget Court	Thousand Oaks	Family
Florence Janss	Thousand Oaks	Senior
Fiore Gardens	Thousand Oaks	Family
Glenn Oaks	Thousand Oaks	Senior
Royal Oaks	Thousand Oaks	Family

area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Ellis Terrace
Camarillo, California



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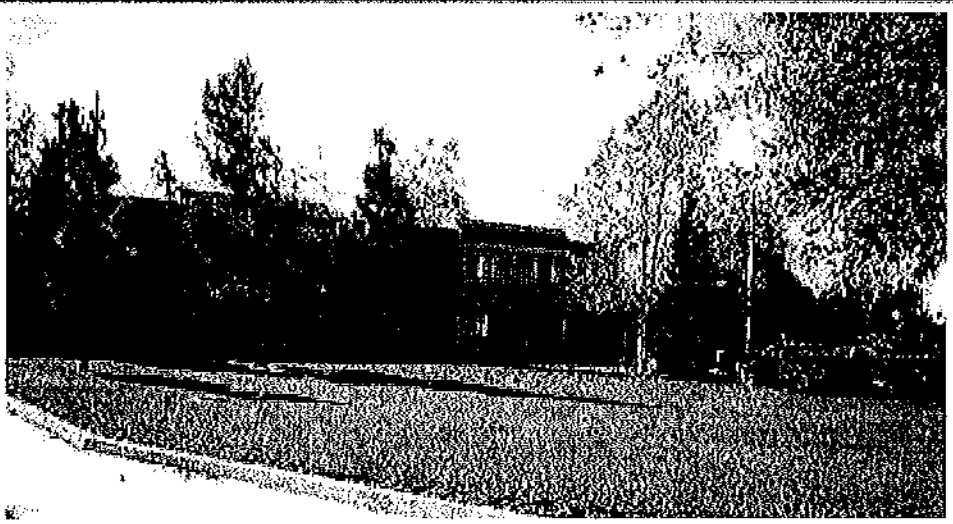
Location:	1021-1051 Temple Avenue Thousand Oaks, CA 91362
Type of Complex:	Family - Public Housing
No. of Units:	27 Units -- 3 Bedroom Apartments
Year Built:	1990
Construction Cost:	$2,828,250
Amenities:	Site consists of Four 3-story buildings; Laundry Room, Playground & Community Room

Area Housing Authority, County of Ventura
1400 West Hillcrest Drive . Newbury Park, CA 91320 . phone: (805) 480-9991 . fax: (805) 480-1021 . e-mail

area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Whispering Oaks
Ojai, California



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Location:	999 E. Ojai Avenue Ojai, CA 93023
Type of Complex:	Senior
No. of Units:	101 Units (100 1-bedroom, 1 2-bedroom; Includes 10 Units for Handicapped/Disabled)
Year Built:	1980
Construction Cost:	$4,638,039
Amenities:	Units located in multi-story and bungalow-style buildings. Individual patios/balconies. Two laundry rooms, Lobby area & Community Room with large kitchen.

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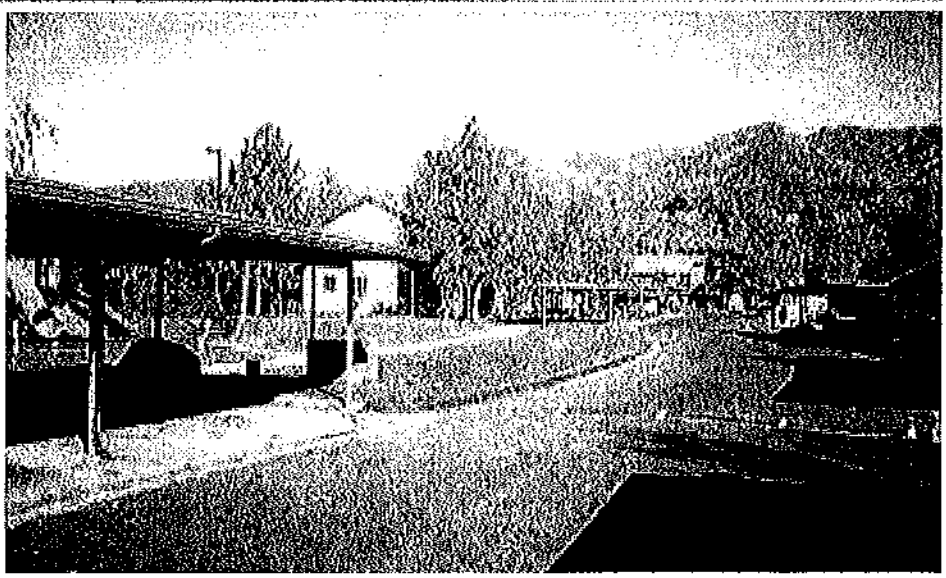
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Roth Apartments
Meiners Oaks, California



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Location:	290 E. El Roblar Drive Meiners Oaks, CA 93023
Type of Complex:	Family
No. of Units:	34 Units (24 2-bedroom, 5 3-bedroom, 5 4-bedroom)(Includes 2 Units for Disabled/Handicapped)
Year Built:	1987
Construction Cost:	$2,332,731
Amenities:	Site consists of in five 6-unit and one 4-unit buildings; Laundry room & Community room

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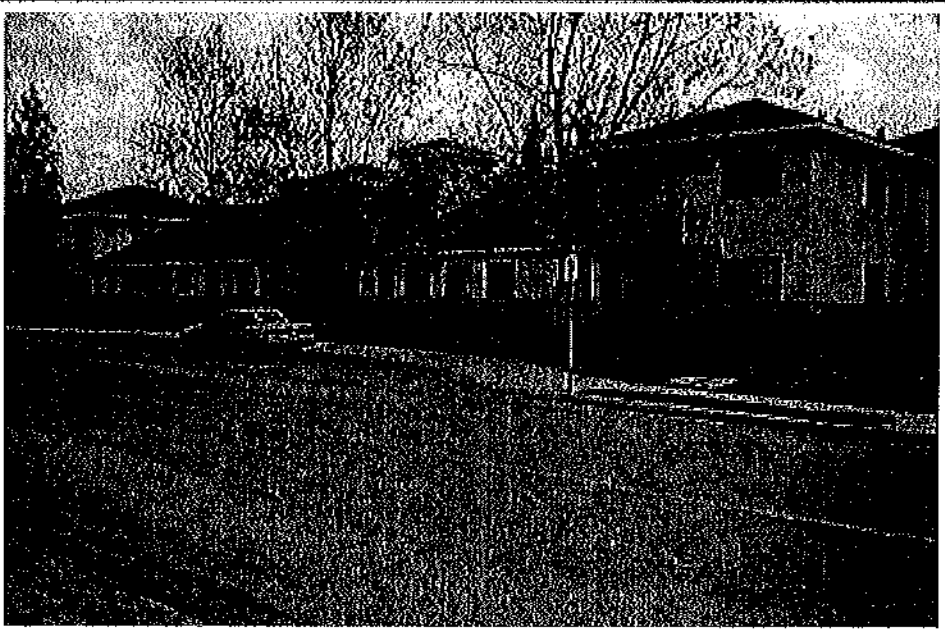
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Tafoya Terrace
Moorpark, California



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Location:	344 Charles Street Moorpark, CA 93021
Type of Complex:	Senior - Public Housing
No. of Units:	30, One-Bedroom Units, Includes 2 Units for Handicapped/Disabled
Year Built:	1986
Construction Cost:	$2,262,000
Amenities:	Locked Facility for security with beautiful interior courtyard area.

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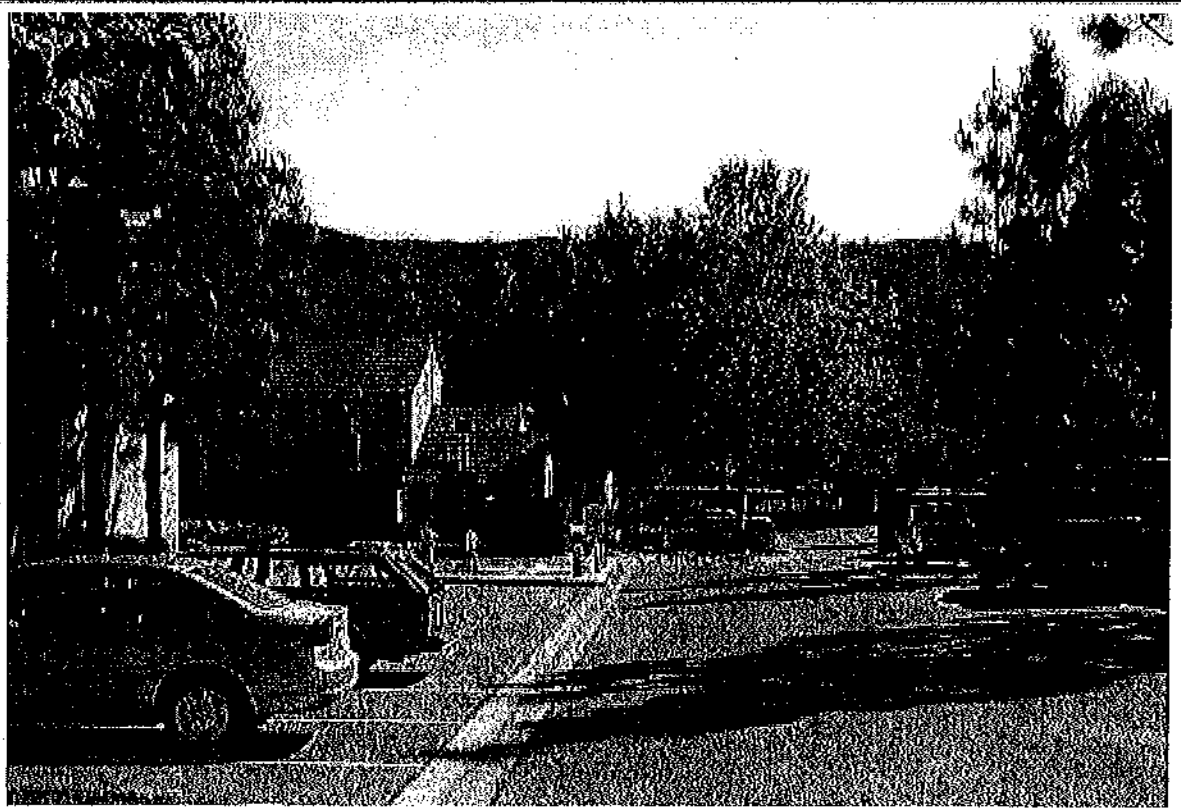
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Leggett Court
Thousand Oaks, California



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Location:	1824-1884 Los Feliz Drive Thousand Oaks, CA 91362
Type of Complex:	Family - Public Housing
No. of Units:	49 Units -- [41, 2-Bedroom; 6, 3-Bedroom; 2, 4-Bedroom
Year Built:	1986
Construction Cost:	$4,847,150
Amenities:	Site consists of 6 two-story buildings; Laundry Room, Playground & Community Room

ea Housing Authority, County of Ventura
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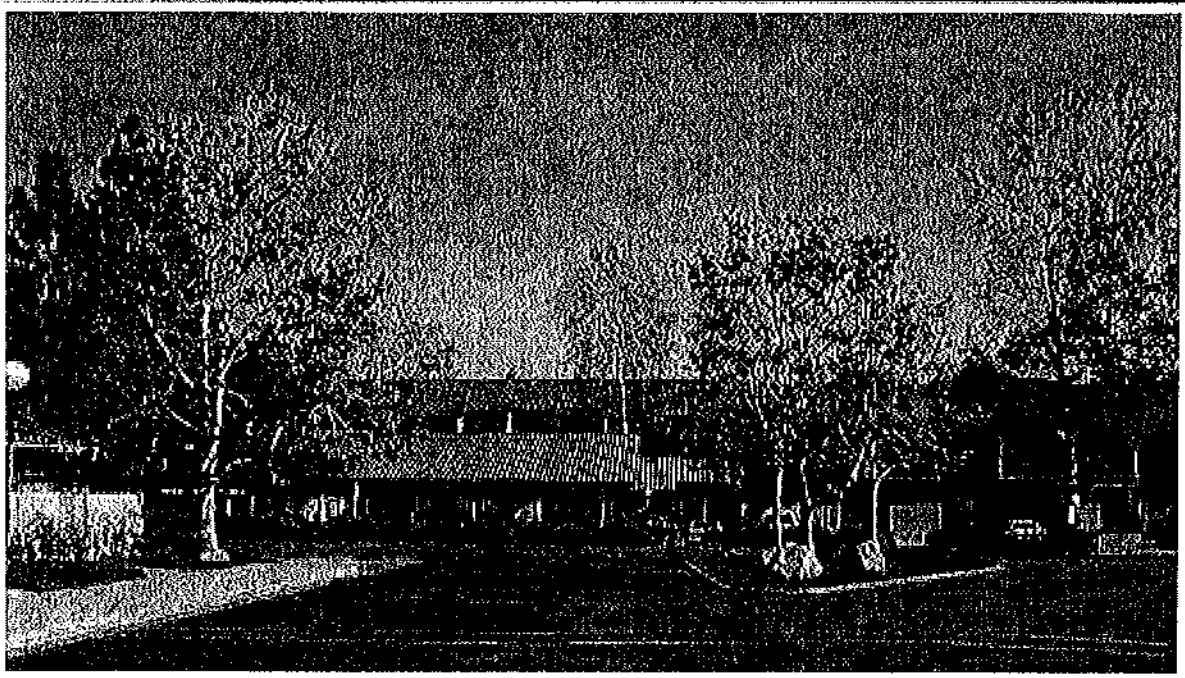
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Florence Janss
Thousand Oaks, California



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Location:	190-210 Brazil Street Thousand Oaks, CA 91360
Type of Complex:	Senior
No. of Units:	63, 1-Bedroom Units and 1, 2-Bedroom Unit; Includes 6 Units for Handicapped/Disabled
Year Built:	1983
Construction Cost:	$4,847,150
Amenities:	One of the first Affordable Senior Housing Projects in Thousand Oaks. Great amenities including a large community Room and nearby access to Grocery Store and Pharmacy.

Area Housing Authority, County of Ventura
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area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Fiore Gardens
Thousand Oaks, California

next > >

Location:	220A to 480D E. Hillcrest Drive Thousand Oaks, CA 91360
Type of Complex:	Family - Public Housing
No. of Units:	50 Three-Bedroom Units, Includes 3 Units for Handicapped/Disabled
Year Built:	1996
Construction Cost:	$5,752,550
Amenities:	True Spanish architecture with gated interior courtyards; Private patios; Laundry rooms

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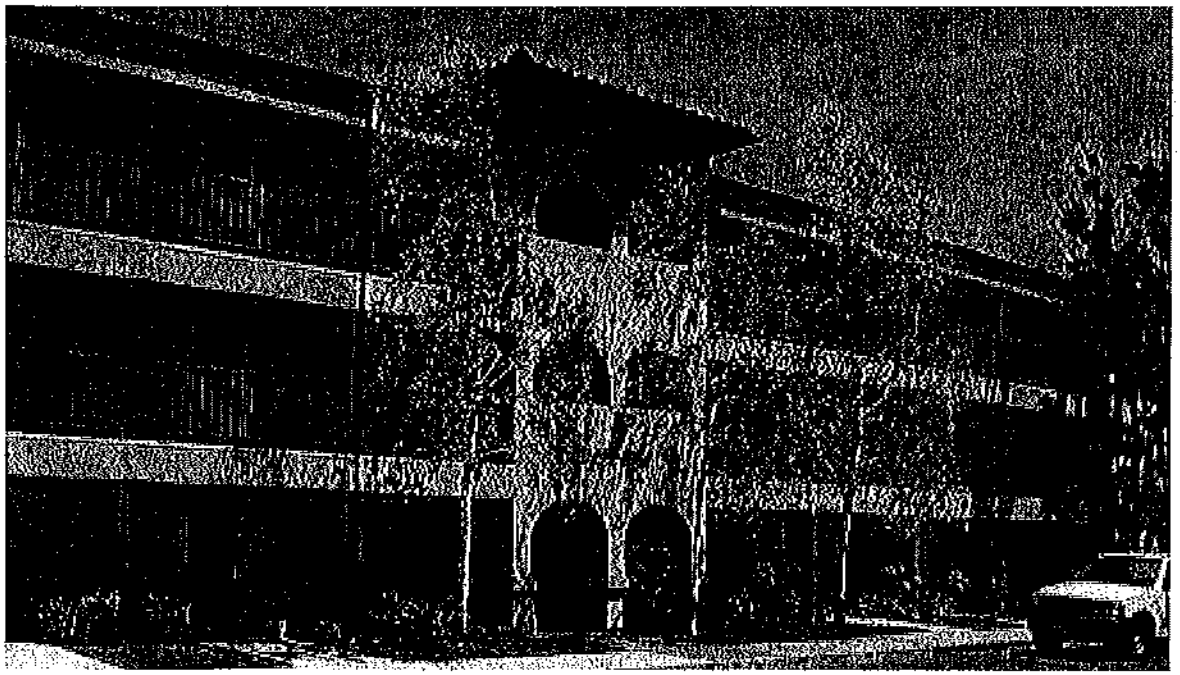
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Glenn Oaks
Thousand Oaks, California



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Location:	145 E. Wilbur Road Thousand Oaks, CA 91360
Type of Complex:	Senior
No. of Units:	39, 1-Bedroom Units; 6 Units are Handicapped Accessible
Year Built:	1997
Construction Cost:	$2,500,000
Amenities:	Great amenities including a large community Room and nearby access to Grocery Store and Pharmacy.

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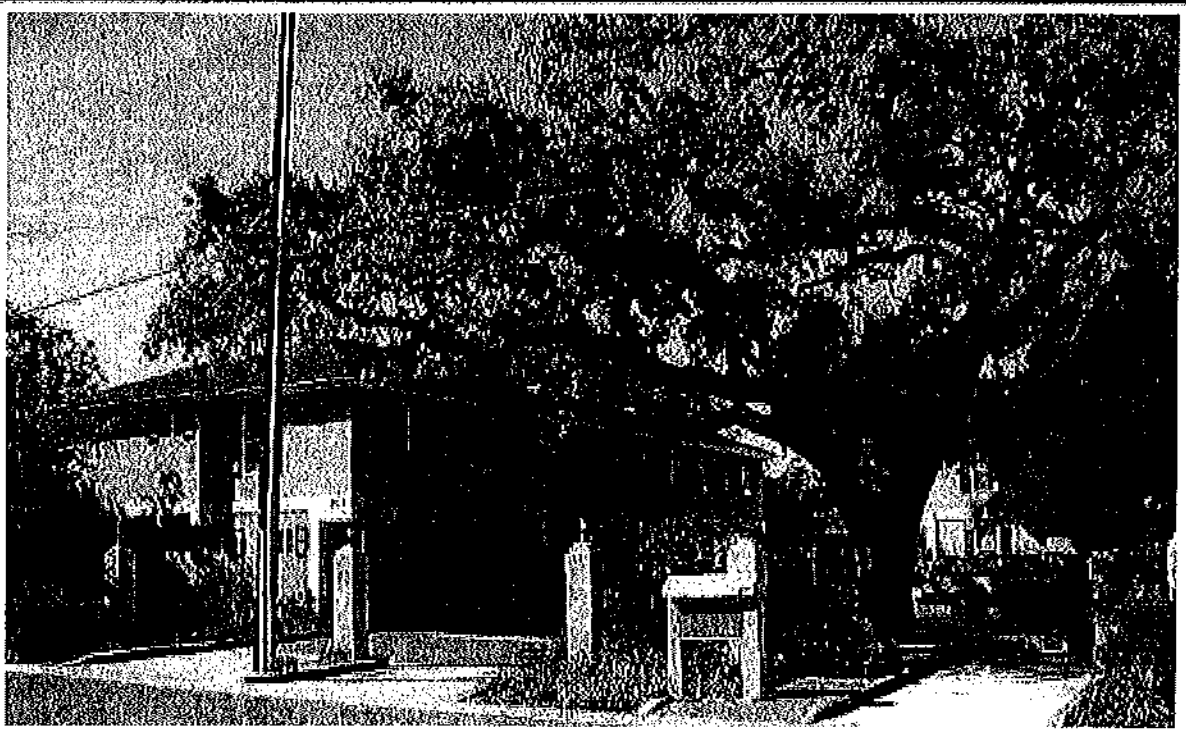
area housing authority, county of ventura

Tour of Complexes [return to Tour Home Page]

Royal Oaks
Thousand Oaks, California



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Location:	3210-3214 Royal Oaks Thousand Oaks,,CA 91362
Type of Complex:	Family - Locally Owned
No. of Units:	5, 3--Bedroom Units in two buildings
Year Built:	1998
Construction Cost:	$625,000
Amenities:	Modern Three Bedroom Apartment Complex on a quiet street in the "Old Town" portion of Thousand Oaks.

Area Housing Authority, County of Ventura
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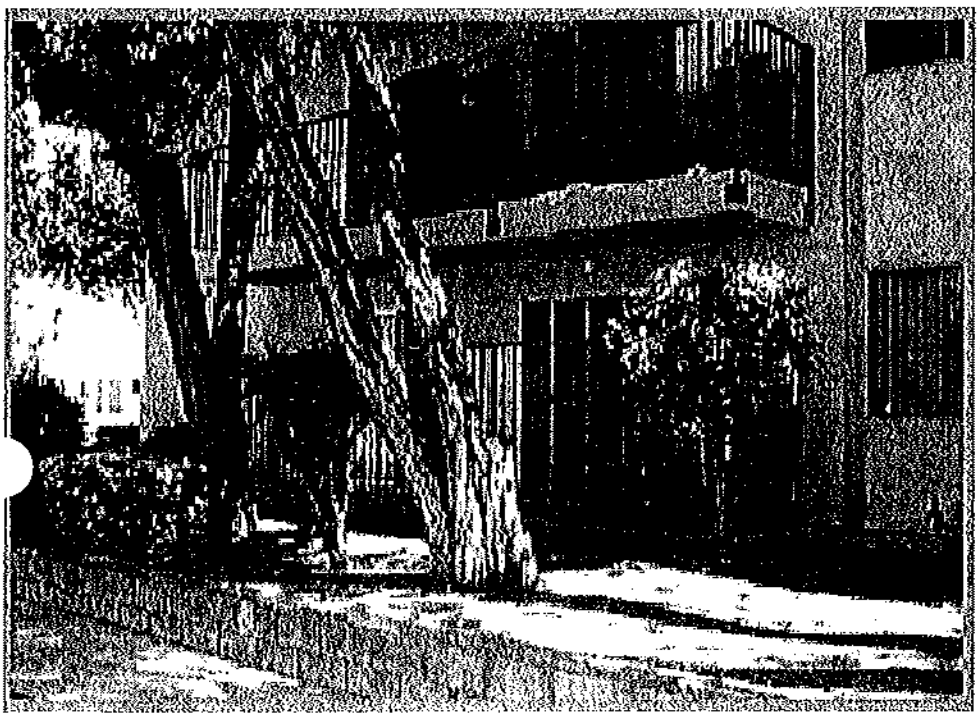
Exhibit 14
Many Mansions Properties

Listing of Many Mansions Complexes

Complex Name	City	Type
Casa de Paz	Simi Valley	Veteran
Shadow Hills	Thousand Oaks	Family
Schillo Gardens	Thousand Oaks	Family
Stoll House	Thousand Oaks	Transitional Single Parent
Richmond Terrace	Thousand Oaks	Low Income/Disabled Veterans
Esseff Village	Thousand Oaks	Disabled/Low Income/Homeless
Villa Garcia	Thousand Oaks	Low Income/Disabled Veterans
Hacienda de Feliz	Thousand Oaks	Family

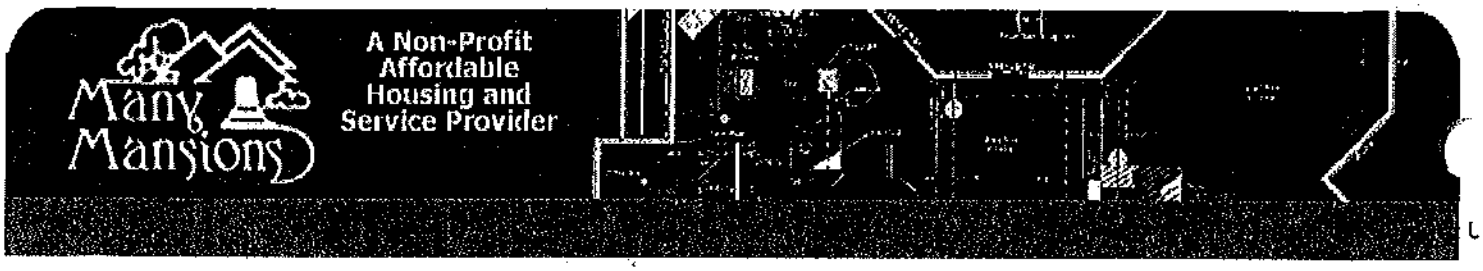
CASA DE PAZ:



- Our first complex in Simi Valley
- 14 units that serve homeless and disabled residents
- Renovations completed February 2003
- On-site supportive services provided by the Turning Point Foundation

Supplemental information:

Purpose: Supportive housing for the chronically mentally disabled
Housing: 14 units; 1 bedroom units; very low income
Cost: $1,539,781
Development: Acquisition & Rehabilitation; General Contractor- HMH Construction; Architect- ArchiTeller
Ownership: Developed and managed by Many Mansions; owned by Casa de Paz Housing, Inc. (an affiliate of Many Mansions)
Financing: HUD Section 811 (Supportive Housing for the Disabled), Simi Valley Redevelopment Agency Loan, State of California HOME Loan, County of Ventura CDBG grant, and rental assistance from the Ventura County Behavioral Health Department; Acquisition loan through American Commercial Bank
Services & Features: case management office; community room; on-site supportive services provided by Turning Point

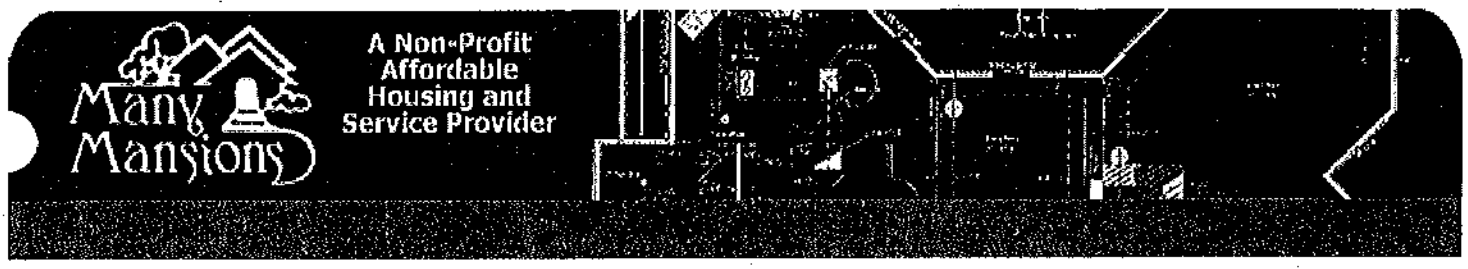


SHADOW HILLS:

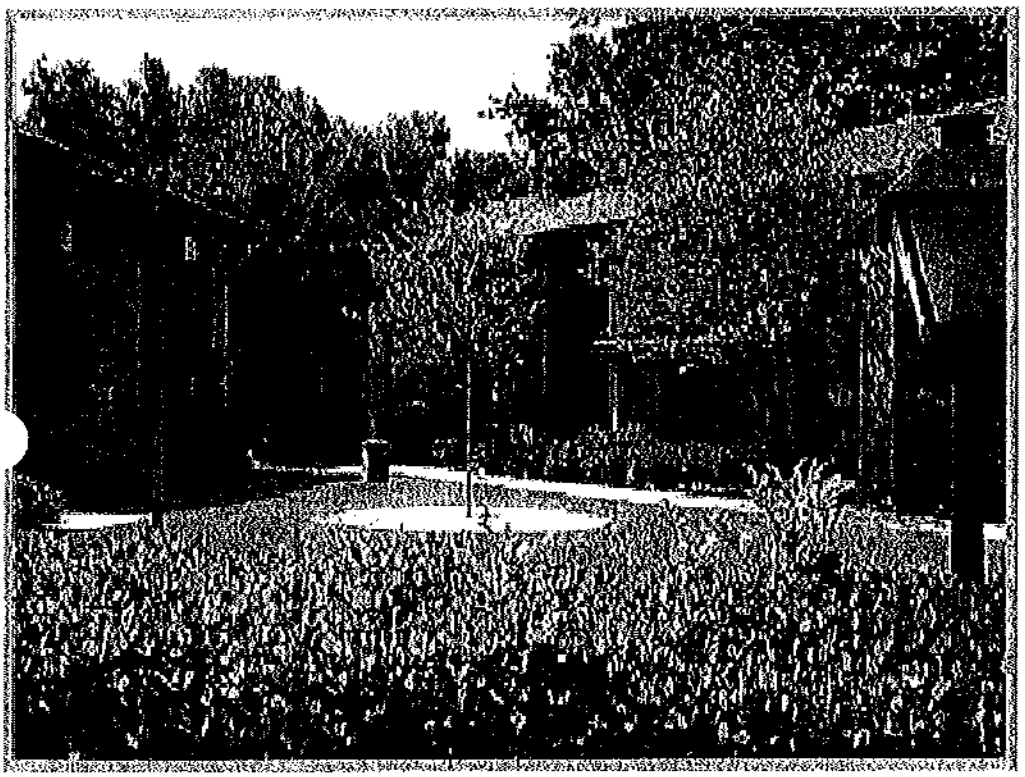
- Largest of Many Mansions properties
  - -101 units
  - -Pool and a community room
- Serves low income residents
- Many Mansions rescued and rehabilitated the property

Supplemental Information:

Purpose: Low-income families
Housing: 101 units; 1-3 bedrooms
Cost: $8,900,000
Development: Acquisition & Rehabilitation (1992); Additional Rehabilitation (1998); General Contractor: PCL Construction (1998)
Ownership: Many Mansions
Financing: Refinanced through 501(c)(3) bond purchased by Wells Fargo; prior financing through the Thousand Oaks Redevelopment Agency
Services & Features: Community Room; Manager's office; pool, playground, basketball courts; on-site resident services (Homework/Literacy program, summer camp)



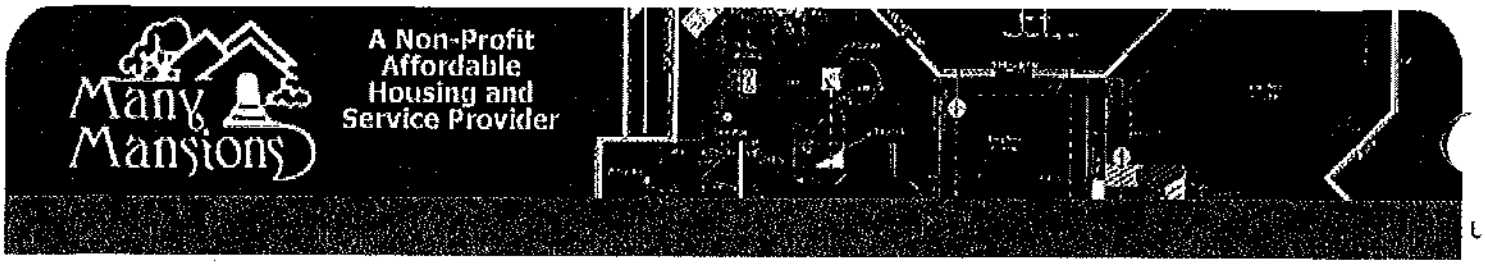
SCHILLO GARDENS:



- One of our permanent, affordable housing developments
- Provides housing for 29 households
- Outdoor play area for children
- First Many Mansions complex, opened in 1988

Supplemental information:
--Complex was named after Frank Schillo, one of Many Mansions' founders

Purpose: Low-income families
Housing: 29 units; 1-3 bedrooms; Very low income
Cost: $3, 160,000
Development: New construction; General Contractor-Ellias Construction Co.; Architect-Jim Kinvill (Barasch Architects and Associates)
Ownership: 2800 Skyline Associates, general partner-Conejo Valley Housing Corporation (formed by Many Mansions, the Thousand Oaks Redevelopment Agency and the Conejo Future Foundation).
Financing: City of Thousand Oaks CDBG Funds and loans; low income housing tax credits. Services and Features: Two playgrounds; Manager's office



STOLL HOUSE:

- Many Mansions' first supportive housing complex, built in 1998
- Transitional housing facility for single parents who have been homeless
  - -Families live there 1-2 years
  - -Residents participate in counseling, job development and a savings program
- Provides 10 units of housing
- On-site case management

Supplemental information:

Purpose: Transitional housing for single parents
Housing: 11 units; 2-3 bedrooms; very low income
Cost: $1,832,962
Development: New construction; General Contractor- McCarthy Construction; Architect- Jim Kinville
Ownership: Conejo Valley Community Housing Associates, General Partner- Conejo Valley Community Housing, Inc. ("Many Mansions"), Limited Partner-Edison Housing
Financing: Thousand Oaks Redevelopment Agency grant, State of California HOME funds, Ventura County CDBG, 9% low income housing tax credits
Services & Features: case management; manager's office

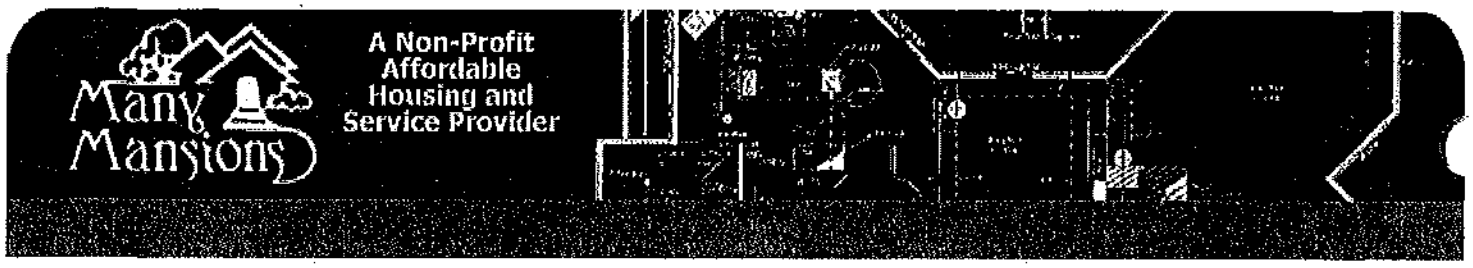
Richmond Terrace:

- Renovation completed as of January 2004
- Variety of rental rates
- 27 units, 13 reserved for homeless and disabled residents
  -On-site supportive services to address the needs of these residents

Supplemental Information:

Purpose: Low-income individuals and disabled residents
Housing: 27 units; 1-2 bedrooms; very low to moderate income
Cost: $4,367,000 (approximate)
Development: Acquisition & rehabilitation; General Contractor- HMH Construction; Architect- Lauterbach & Associates
Ownership: Many Mansions
Financing: State of California HOME funds, State of California MHP funds, City of Thousand Oaks Redevelopment Agency loan, First California Bank
Services & Features: Case management office

Many Mansions Celebrates 25 Years of Service

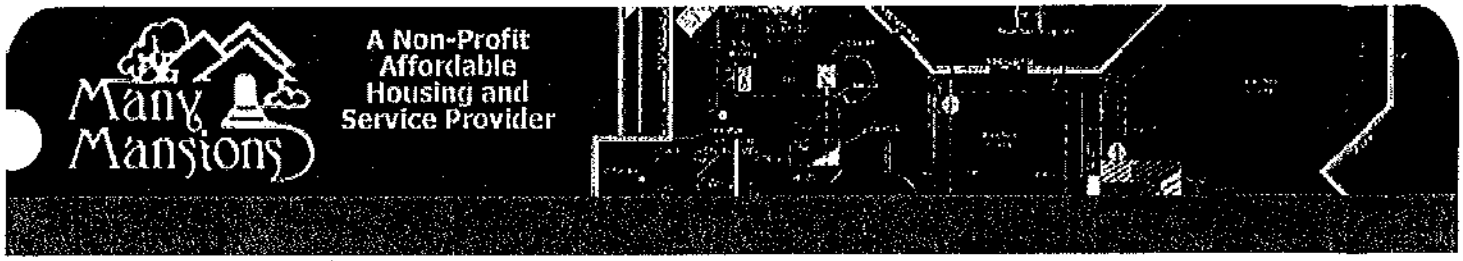


ESSEFF VILLAGE:

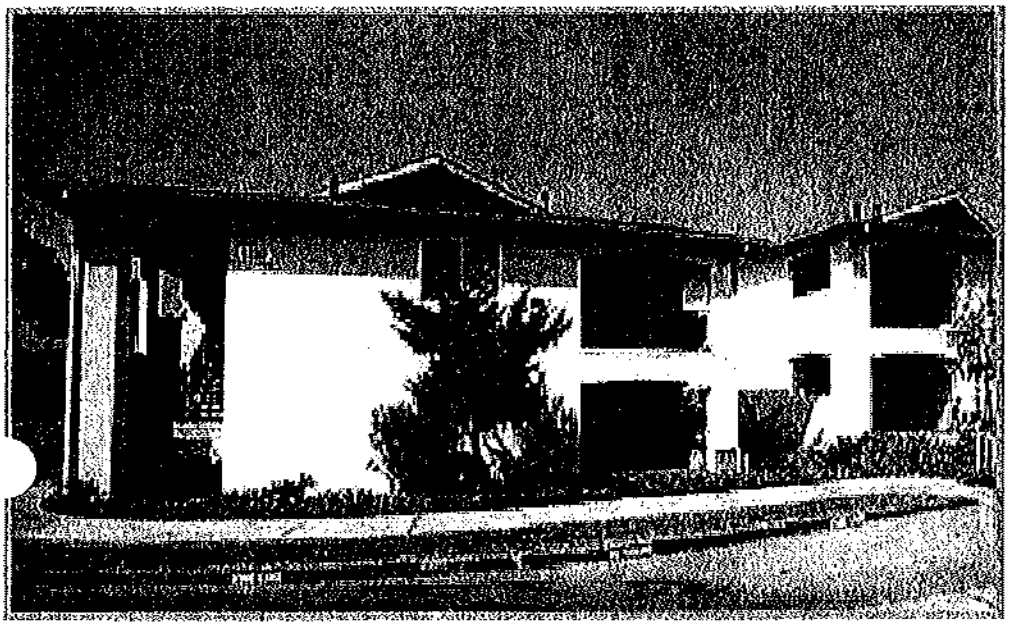
- 50 units of permanent, supportive housing
- Residents Served
  - -In part (not exclusively), homeless and disabled residents
  - -On-site case managers provide mental health counseling, job development and resource and referral information

Supplemental information:

Purpose: Housing for disabled and homeless adults and for very low-income residents
Housing: 50 units; 48 studios; very low income
Cost: $4,913,889
Development: Acquisition & Rehabilitation; General Contractor- PCL Construction Services, Inc.; Architect- Los Angeles Community Design Center
Ownership: Limited Partnership- Alliant Capital; General Partner- Esseff Village, Inc. and Esseff Village LLC, (affiliates of Many Mansions)
Financing: Thousand Oaks Redevelopment Agency, Thousand Oaks City CDBG grant, State HOME Loan, 9% Low Income Housing Tax Credits, AHP loan from Affinity Bank; construction loan from First California Bank
Services & Features: Dan Hardy Community Room; police Community Resource Center; Esseff Classroom; on-site supportive services provided by Many Mansions



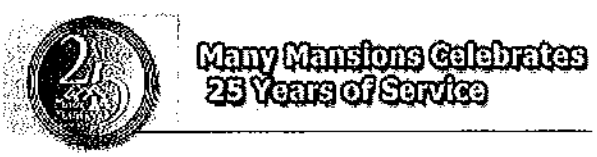
VILLA GARCIA:

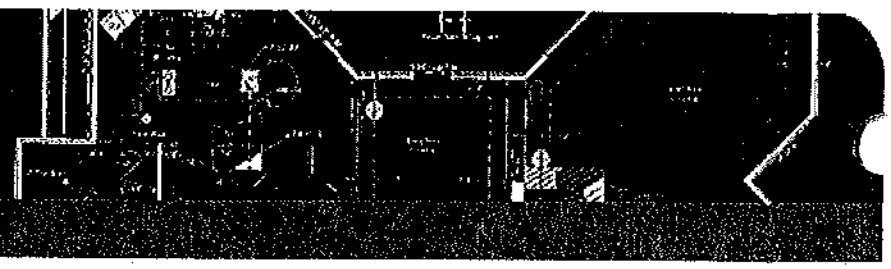


- 80 units, a community room and a pool
- Many Mansions renovated Villa Garcia in 2000
- Offers on-site services for resident children
  - -Homework/Literacy
  - -Friday Fun Club
  - -Summer Camp

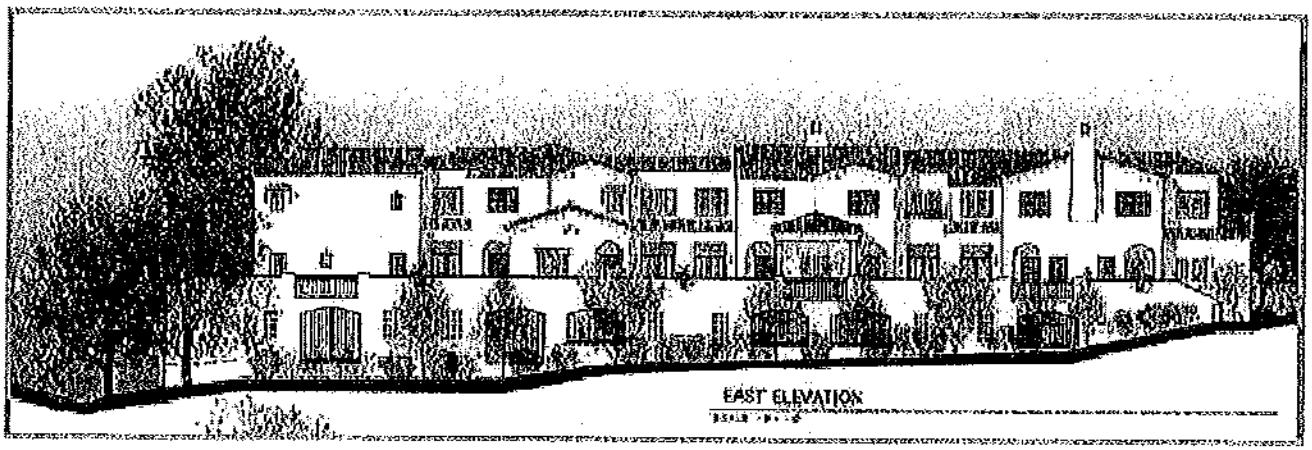
Supplemental Information:

Purpose: Low-income families
Housing: 80 units (21 separate buildings);1-3 bedrooms; very low income
Cost: $10,363,825
Development: Acquisition & Rehabilitation; General Contractor- Allgire Construction; Architect- Davis Group
Ownership: Thousand Oaks Gardens, L.P., Many Mansions general partner, Affirmed Housing Group general partner,Lehman Housing Tax Credit Fund VIII and Lehman Housing Tax Credit Advisors, Inc. limited partners
Financing: State of California HOME funds, Thousand Oaks Redevelopment Agency, multi-family revenue bond; 4% low income housing tax credits
Services & Features: Community Center (Soltow Center); manager's office; on-site Resident Services (homework, summer camp); pool and a playground





HACIENDA DE FELIZ:



Hacienda de Feliz is one of the newest additions to the Many Mansions property list. This property was constructed by Many Mansions from the ground up and we are excited to say that residents were able to move in as of February 2005.

Hacienda de Feliz:
- Completed in February 2005
- 25 townhouse style units with community room and playground
- Units have 2 and 3 bedrooms that are able to serve larger families
- On-site services

Supplemental information:

Purpose: Low income housing for families
Housing: 25 units; all two and three bedroom units; low-income
Cost: $7.78 million
Development: New construction; General Contractor- Architect- Lauterbach & Associates
Ownership: Hacienda de Feliz, Inc.; Many Mansions general partner
Financing: HOME funds from the State of California, City of Thousand Oaks Redevelopment Agency, 4% tax credits, multi-family revenue bond
Services & Features: Community room; manager's office; playground

Many Mansions Celebrates 25 Years of Service

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Exhibit 15
Relocation Bids

Relocation Summary

	Pacific 12' x 56'	Horizon 12' x 56'	Inland 12' x 56'	Pacific 24' x 56'	Horizon 24' x 56'	Inland 24' x 56'
Teardown	1,700	2,150	1,750	2,500	2,900	3,100
Axels & Wheels	600	420	125	1,200	840	250
Transportation	1,250	1,000	1,288	2,100	2,000	2,200
Set Up	3,500	3,500	3,850	4,000	5,000	5,775
2 Sets of Steps	1,300	2,000	1,450	1,300	2,000	1,450
Reinstall Awnings	850	1,920	980	850	1,920	980
Utility Hook-ups	150	750	300	150	750	300
Skirting	1,100	2,584	2,924	1,400	2,584	3,440
Total	$ 10,450.00	$ 14,324.00	$ 12,666.50	$ 13,500.00	$ 17,994.00	$ 17,495.00

For comparison purposes, the following assumptions were made:

* Each floor will require 8 tires, 4 brakes and 2 axels.
* Travel expenses were included with transport.
* Permit Fees are omitted.
* Awnings are assumed to be full length on the carport side and 40' on the porch side.
* Each home will have 2 sets of up & in steps.
* Transport will be approximately 100 miles.
* If a range of prices was given, the average was taken. (Except for transport)
* Fees associated with teardown or set up were included in the applicable section.

Pacific MH Construction Inc.
13551 Magnolia Avenue
Corona, CA 92879
Tel: 951.737.8277 Fax: 951.737.5552

DATE: 10/28/05

TO: MIKE CIRILLO OF **STAR MANAGEMENT** (Fax: 714.480.6830)

FROM: CARLOS R PADILLA OF **PACIFIC MH CONSTRUCTION INC.**

RE: RELOCATION PROPOSAL

Costs for 12 x 56 and 24 x 56 Relocation based on a 100 mile radius.

	12 X 56	24 X 56
Teardown	1,700.00	2,500.00
Set Up	3,500.00	4,000.00
Transportation	850.00	1,700.00
2 Up-and-In Steps	1,300.00	1,300.00
Re-Install Awnings	850.00	850.00
Skirting	1,100.00	1,400.00
Weld Hitches	300.00	600.00
Permits	500.00	500.00
Utility Hook-Ups (within 3 Ft)	150.00	150.00
Tires & Axles and Installation	600.00	1,200.00
Travel Expenses	400.00	400.00
Total	**11,250.00**	**14,600.00**

NOTE:Estimate/proposal is for an average home condition with no structural defects in either home or accessories. An interior and exterior inspection of the home will be required prior to finalization of estimate/proposal to relocated any home. The pricing of the finalized estimate/proposal will be based on the inspection of the home. Relocation prices are based on homes built after 1976. New material will be substituted for any material that may be damaged or worn (Note: Based on our 27 years of experience, only 10% of used accessories can be installed). We are not responsible for any damage that may occur during transport.

Lic: 802662

Horizon Mobile Home Specialists
23488 Bending Oak Ct
Murrieta, Ca 92562
(951) 698-2824
(951) 698-0047 fax

November 1, 2005

TO: **Star Management**

ATTN: **Dave Slavik**

RE: **Prices for T/d and Set ups**

Typical 12x56 Mobile Home Teardown

Teardown	$1300.00 to $2000.00
Axles, wheels – Tires $20.00 ea. Brakes $45.00 ea. Idlers $40.00 ea.	
Install Plastic	Included in T/d price
Removing Awning & skirting	Included in T/d price
Disposal of porch	500.00
Transportation	$500.00 to $1000.00
Set up	$3500.00
Drywall close ups	$600.00 to $1000.00
Masonite skirting	$19.00 L.F
Smart Panel skirting	$19.00 L.F
Reinstall awning	$20.00 L.F
Replace porch	$100.00 L.F
Kick in carpet	$200.00
Steps	$675.00 each
Steps – up & in	$1000.00 each
Utilities	$500.00 to$1000.00

*This is an estimate only, prices are subject to change.

Average of Days to Teardown	2 days
Average of Days to Transport	1 day
Average of Days to Set up	2 days
Average of Days to do repairs	2 days

Horizon Mobile Home Specialists
23488 Bending Oak Ct
Murrieta, Ca 92562
(951) 698-2824
(951) 698-0047 fax

November 1, 2005

TO: **Star Management**

ATTN: **Dave Slavik**

RE: **Prices for T/d and Set ups**

Typical 24x56 Mobile Home Teardown

Teardown	$1800.00 to $3000.00
Axles, wheels – Tires $20.00 ea. Brakes $45.00 ea. Idlers $40.00 ea.	
Install Plastic	Included in T/d price
Removing Awning & skirting	Included in T/d price
Disposal of porch	500.00
Transportation	$1000.00 to $2000.00
Set up	$4200.00
Drywall close ups	$600.00 to $1000.00
Masonite skirting	$19.00 L.F
Smart Panel skirting	$19.00 L.F
Reinstall awning	$20.00 L.F
Replace porch	$100.00 L.F
Kick in carpet	$200.00
Steps	$675.00 each
Steps – up & in	$1000.00 each
Utilities	$500.00 to$1000.00

*This is an estimate only, prices are subject to change.

Average of Days to Teardown	2 days
Average of Days to Transport	1 day
Average of Days to Set up	2 to 3 days
Average of Days to do repairs	2 days

Quotation

Inland Mobile Home Service
45521 E Florida Avenue
Hemet, CA 92544

Quote Number:
804

Quote Date:
Oct 31, 2005

Quoted to:
STAR MOBILEHOME PARK MGMT
POBOX 11427
SANTA ANA, CA 92701

Customer ID	Good Thru	Payment Terms	Sales Rep
STAR	11/30/05	Net 5 Days	

Quantity	Item	Description	Unit Price	Extension
2.00		Teardown each 12' section	1,550.00	3,100.00
1.00		Transportation each 12' section (up to 60' length)	912.50	912.50
4.00		Tires, wheels, axles (per axle)	40.00	160.00
2.00		Brakes	45.00	90.00
		Set up each 12' singlewide		
1.00		Set up each 24' doublewide	5,775.00	5,775.00
56.00		Reinstall Carport Awning (up to 11" wide by 60' long) per L.F.	17.50	980.00
160.00		Install hardiboard skirting (alternative skirting materials are available) per L.F.	21.50	3,440.00
2.00		Steps (3 or 4 risers) with aluminum handrails each	725.00	1,450.00
4.00		Utility connections (water, sewer, gas & electric) each, plus parts	75.00	300.00
1.00		Permits, cost plus 10%	500.00	500.00
2.00		Travel costs plus 10% (jobs farther than 50 miles from IMHS) per person, per day	125.00	250.00
100.00		Fuel surcharge per mile from IMHS Estimates based on home and accessories being in average,	1.25	125.00

Subtotal	Continued
Sales Tax	Continued
Total	Continued

Quotation

Inland Mobile Home Service
45521 E Florida Avenue
Hemet, CA 92544

Quote Number:
804

Quote Date:
Oct 31, 2005

Quoted to:
STAR MOBILEHOME PARK MGMT
POBOX 11427
SANTA ANA, CA 92701

Customer ID	Good Thru	Payment Terms	Sales Rep
STAR	11/30/05	Net 5 Days	

Quantity	Item	Description	Unit Price	Extension
		reusable, and transportable condition. Additional charges will apply if replacement parts are needed		
			Subtotal	17,012.50
			Sales Tax	
			Total	17,012.50

Quotation

Inland Mobile Home Service
45521 E Florida Avenue
Hemet, CA 92544

Quote Number:
80

Quote Date:
Oct 31, 2005

Page:
1

Quoted to:
STAR MOBILEHOME PARK MGMT
POBOX 11427
SANTA ANA, CA 92701

Customer ID	Good Thru	Payment Terms	Sales Rep
STAR	11/30/05	Net 5 Days	

Quantity	Item	Description	Unit Price	Extension
1.00		Teardown each 12' section	1,750.00	1,750.00
1.00		Transportation each 12' section (up to 60' length)	912.50	912.50
2.00		Tires, wheels, axles (per axle)	40.00	80.00
1.00		Brakes	45.00	45.00
1.00		Set up each 12' singlewide Set up each 24' doublewide	3,850.00	3,850.00
56.00		Reinstall Carport Awning (up to 11" wide by 60' long) per L.F.	17.50	980.00
136.00		Install hardiboard skirting (alternative skirting materials are available) per L.F.	21.50	2,924.00
2.00		Steps (3 or 4 risers) with aluminum handrails each	725.00	1,450.00
4.00		Utility connections (water, sewer, gas & electric) each, plus parts	75.00	300.00
1.00		Permits, cost plus 10%	500.00	500.00
2.00		Travel costs plus 10% (jobs farther than 50 miles from IMHS) per person, per day	125.00	250.00
100.00		Fuel surcharge per mile from IMHS Estimates based on home and accessories being in average,	1.25	125.00

Subtotal	Continued
Sales Tax	Continued
Total	Continued

Quotation

Inland Mobile Home Service
45521 E Florida Avenue
Hemet, CA 92544

Quote Number:
804

Quote Date:
Oct 31, 2005

Quoted to:
STAR MOBILEHOME PARK MGMT
POBOX 11427
SANTA ANA, CA 92701

Customer ID	Good Thru	Payment Terms	Sales Rep
STAR	11/30/05	Net 5 Days	

Quantity	Item	Description	Unit Price	Extension
		reusable, and transportable condition. Additional charges will apply if replacement parts are needed		
			Subtotal	13,166.50
			Sales Tax	
			Total	13,166.50

Exhibit 16
List of Shed Prices

Shed Replacement

Make	Model	Model #	Size	Sheds and Green Houses 4 Less	Clean 4 Less	Shed-topia	Average Price
Arrow	Hamlet	HM65	6' x 5'	$ 317.16	N/A	$ 335.35	$ 326.26
Arrow	Hamlet	HM86	8' x 6'	$ 343.99	$ 305.90	$ 363.48	$ 337.79
Arrow	Hamlet	HM108	10' x 8'	$ 419.08	$ 375.90	$ 423.79	$ 406.26
Arrow	Arrlington	AR108	10' x 8'	$ 451.33	$ 450.99	$ 468.98	$ 457.10
Arrow	Newburgh	NW86	8' x 6'	$ 343.25	$ 309.75	$ 363.48	$ 338.83
Arrow	Newburgh	NW108	10' x 8'	$ 418.99	$ 389.99	$ 423.96	$ 410.98
Arrow	Salem	SA86	8' x 6'	$ 343.25	$ 305.70	$ 362.98	$ 337.31
Arrow	Salem	SA108	10' x 8'	$ 419.50	$ 375.08	$ 423.89	$ 406.16
Arrow	Big Ezee	EZ89	8' x 9'	N/A	$ 650.00	$ 661.97	$ 655.99

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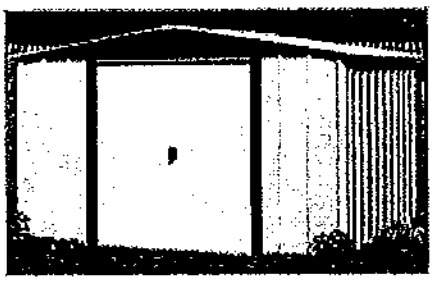
The Hamlet

Traditional gable roof styling combines with Arrow design and engineering features to make the Hamlet tops in economical outdoor storage. "Ride-in" door opening and nearly 6' peak height make it easy to store and organize anything, from lawn and garden equipment to pool supplies and bicycles!



- Lowest cost storage solution
- Easy to assemble
- Specifications
- Full Line of Accessories
- Warranty Information

Wall Color: Eggshell with meadow green door frame trim

Roof Color: Eggshell

Specifications:

Model# HM65

Size: 6'x 5'
Storage Area: Sq Ft: 27' Cu Ft: 142'
Interior Dimensions: Width: 71 1/4" Depth: 54 1/4" Ht: 66 5/8"
Wall Height: 60"
Door Opening: Width: 32" Height: 58"
Recommended Foundation Size: Width: 74" Depth: 57"
Shipping Wt (lbs): 101

Model# HM86

Size: 8'x 6'
Storage Area: Sq Ft: 43' Cu Ft: 230'
Interior Dimensions: Width: 94 3/4" Depth: 66" Ht: 66 5/8"
Wall Height: 60"
Door Opening: Width: 43 1/2" Height: 58"
Recommended Foundation Size: Width: 97 1/2" Depth: 68 3/4"
Shipping Wt (lbs): 136

Model# HM108

Size: 10'x 8'
Storage Area: Sq Ft: 74' Cu Ft: 401'
Interior Dimensions: Width: 118 1/4" Depth: 90" Ht: 69 5/8"
Wall Height: 60"
Door Opening: Width: 55 1/2" Height: 58"
Recommended Foundation Size: Width: 121" Depth: 92 3/4"
Shipping Wt (lbs): 188

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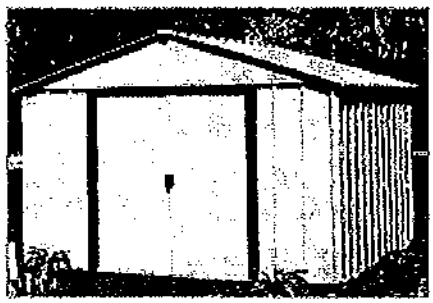
The Arlington

Attractive, high gable styled roof and a 62" wall height make the Arlington a perfect place to store lawn tools, garden equipment and other seasonal items. A baked-on polyester enamel finish assures a quality storage solution year after year.



- Low cost storage solution
- Durable baked on polyester enamel finish
- Easy to assemble
- Specifications
- Full Line of Accessories
- Warranty Information

Wall Color: Eggshell with coffee door frame trim

Roof Color: Eggshell

Specifications:

Model# AR108

Size: 10'x 8'
Storage Area: Sq Ft: 74' **Cu Ft:** 440'
Interior Dimensions: Width: 118 1/4" **Depth:** 90" **Ht:** 80 1/8"
Wall Height: 62"
Door Opening: Width: 55 1/2"**Height:** 60"
Recommended Foundation Size: Width: 121" **Depth:** 92 3/4"
Shipping Wt (lbs): 201

Model# AR1012

Size: 10'x 12'
Storage Area: Sq Ft: 115' **Cu Ft:** 686'
Interior Dimensions: Width: 118 1/4" **Depth:** 140 1/2" **Ht:** 80 1/8"
Wall Height: 62"
Door Opening: Width: 55 1/2" **Height:** 60"
Recommended Foundation Size: Width: 121" **Depth:** 143 1/4"
Shipping Wt (lbs): 253

**Not all products available in all areas. Please contact your local store.*

STORAGE BUILDINGS/SHEDS:
SMALL | MEDIUM | LARGE | EXTRA LARGE / HEAVY DUTY | SPECIALTY BUILDINGS
GREENHOUSE | CARPORTS | SHELVING | ACCESSORIES

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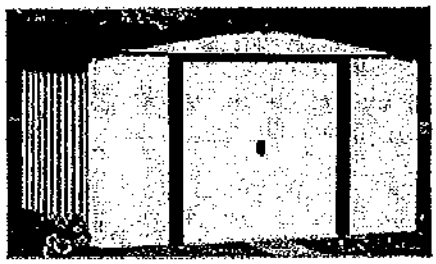
The Newburgh

Is your car battling with lawn and garden tools for space in your garage? End the war for space with the economical Newburgh storage building. Stylish gable design lets you organize tools, pool equipment and other seasonal items in a safe, secure spot.



- Lowest cost storage solution
- Easy to assemble
- Specifications
- Full Line of Accessories
- Warranty Information

Wall Color: Eggshell with coffee door frame trim

Roof Color: Coffee

Specifications:

Model# NW86

Size: 8'x 6'
Storage Area: Sq Ft: 43' Cu Ft: 230'
Interior Dimensions: Width: 94 3/4" Depth: 66" Ht: 66 5/8"
Wall Height: 60"
Door Opening: Width: 43 1/2" Height: 58"
Recommended Foundation Size: Width: 97 1/2" Depth: 68 3/4"
Shipping Wt (lbs): 135

Model# NW108

Size: 10'x 8'
Storage Area: Sq Ft: 74' Cu Ft: 401'
Interior Dimensions: Width: 118 1/4" Depth: 90" Ht: 69 5/8"
Wall Height: 60"
Door Opening: Width: 55 1/2" Height: 58"
Recommended Foundation Size: Width: 121" Depth: 92 3/4"
Shipping Wt (lbs): 188

**Not all products available in all areas. Please contact your local store.*

STORAGE BUILDINGS/SHEDS:
SMALL | MEDIUM | LARGE | EXTRA LARGE / HEAVY DUTY | SPECIALTY BUILDINGS
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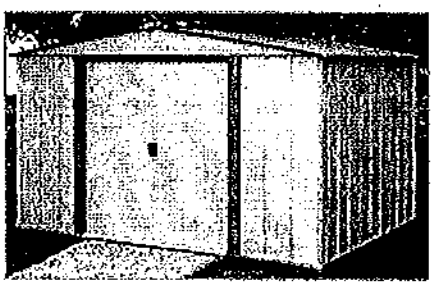
The Salem

Our mid-wall braced Salem is on of the most economical full-sized storage buildings we offer. Designed to meet a broad range of storage needs, the Salem is perfect for storing lawn and garden equipment, pool accessories, bicycles and other seasonal items large and small.



- Lowest cost storage solution
- Easy to assemble
- Specifications
- Full Line of Accessories
- Warranty Information

Wall Color: Eggshell with taupe door frame trim

Roof Color: Taupe

Specifications:

Model# SA86

Size: 8'x 6'
Storage Area: Sq Ft: 43' Cu Ft: 230'
Interior Dimensions: Width: 94 3/4" Depth: 66" Ht: 66 5/8"
Wall Height: 60"
Door Opening: Width: 43 1/2" Height: 58"
Recommended Foundation Size: Width: 97 1/2" Depth: 68 3/4"
Shipping Wt (lbs): 135

Model# SA108

Size: 10'x 8'
Storage Area: Sq Ft: 74' Cu Ft: 401'
Interior Dimensions: Width: 118 1/4" Depth: 90" Ht: 69 5/8"
Wall Height: 60"
Door Opening: Width: 55 1/2" Height: 58"
Recommended Foundation Size: Width: 121" Depth: 92 3/4"
Shipping Wt (lbs): 189

**Not all products available in all areas. Please contact your local store.*

STORAGE BUILDINGS/SHEDS:
SMALL | MEDIUM | LARGE | EXTRA LARGE / HEAVY DUTY | SPECIALTY BUILDINGS
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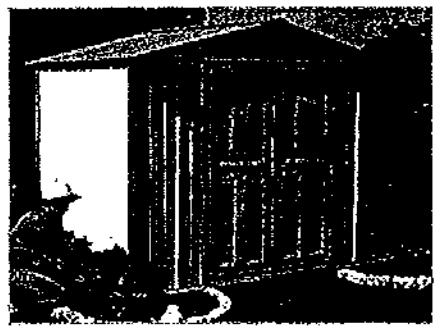
Ezee Shed

The Ezee Series is well...Ezee! Experience the next generation of storage buildings with the new Ezee Shed line. Using exclusive "snap-together" technology, the Ezee Shed 8'x6' and Big Ezee 8'x9' assemble in less than two hours with snap-in connectors. The high gable roof offers extra headroom and the pre-hinged factory assembled doors are ready to hang! All Ezee Shed buildings are backed by a 15-year limited warranty.



- Easy to use "snap-in" connectors
- Pre-hinged doors are ready to hang!
- Rounded corner panels with a clean, modern appearance
- 15 year limited warranty
- 40% stronger roof
- Specifications
- Full Line of Accessories
- Warranty Information

Wall Color: Eggshell

Roof Color: Taupe

Specifications:

Model# EZ86

Size: 8'x 6'
Storage Area: Sq Ft: 47' Cu Ft: 276'
Interior Dimensions: Width: 95 1/8" Depth: 71 11/16" Ht: 75 3/4"
Wall Height: 64"
Door Opening: Width: 47 3/4" Height: 59"
Recommended Foundation Size: Width: 97 5/8" Depth: 74 3/16"
Shipping Wt (lbs): 177

Model# EZ89

Size: 8'x 9'
Storage Area: Sq Ft: 68' Cu Ft: 431'
Interior Dimensions: Width: 95 1/8" Depth: 103 3/16" Ht: 81 3/4"
Wall Height: 70"
Door Opening: Width: 47 3/4" Height: 65"
Recommended Foundation Size: Width: 97 1/2" Depth: 107"

Exhibit 17
List of Local Motels

Local Hotels

Hotel Name	Rate	City	Type	Dist
Courtyard by Marriott	From $109.00	Oxnard, CA	Large Hotel	1
Residence Inn At River Ridge	From $129.00	Oxnard, CA	Small Hotel	1
La Quinta Inn Ventura	From $62.00	Ventura, CA	Motel	1.7
Vagabond Inn Oxnard	From $94.00	Oxnard, CA	Motel	1.9
Best Western Oxnard Inn	From $89.99	Oxnard, CA	Motel	3.6
Four Points by Sheraton Ventura Harbortown	From $99.00	Ventura, CA	Small Hotel	4.3
Casa Via Mar Inn & Tennis Club	From $77.00	Port Hueneme, CA	Motel	4.6
Channel Islands Inn & Suites	From $85.00	Oxnard, CA	Motel	4.7
Country Inn & Suites by Carlson	From $84.00	Camarillo, CA	Small Hotel	4.7
Holiday Inn Express Camarillo	From $102.00	Camarillo, CA	Small Hotel	4.8
Embassy Suites Mandalay Beach Resort	From $119.00	Oxnard, CA	Large Hotel	5.1
Inn on the Beach	From $90.00	Ventura, CA	Small Hotel	5.4
Marriott Ventura Beach Hotel	From $99.00	Ventura, CA	Large Hotel	5.4
Comfort Inn	From $76.49	Ventura, CA	Motel	5.4
Pierpont Inn	From $130.00	Ventura, CA	Small Hotel	6.1
Country Inn & Suites by Carlson	From $98.10	Port Hueneme, CA	Small Hotel	6.4
Victorian Rose Bed & Breakfast	From $99.00	Ventura, CA	B&B	6.5
Vagabond Inn Ventura	From $79.00	Ventura, CA	Motel	6.5
Country Inn & Suites by Carlson	From $84.38	Ventura, CA	Small Hotel	6.6
Best Western Inn of Ventura	From $71.10	Ventura, CA	Motel	6.6
Crowne Plaza Ventura Beach Resort	From $134.10	Ventura, CA	Large Hotel	6.7
Hampton Inn & Suites	From $141.55	Camarillo, CA	Small Hotel	6.7
Bella Maggiore Inn	From $80.00	Ventura, CA	B&B	6.8
Days Inn	From $55.21	Camarillo, CA	Motel	6.8
Best Western Camarillo Inn	From $88.00	Camarillo, CA	Motel	6.9
The Clocktower Inn	From $83.00	Ventura, CA	Small Hotel	7
Comfort Inn	From $66.30	Camarillo, CA	Motel	7.4
Good Nite Inn	From $54.95	Camarillo, CA	Motel	7.6
Ocean Gateway Inn	From $65.00	Santa Paula, CA	Small Hotel	8.9
Courtyard by Marriott	From $109.00	Camarillo, CA	Small Hotel	10.5
Blue Iguana Inn	From $95.00	Ojai, CA	Motel	14.3
Hummingbird Inn of Ojai	From $85.00	Ojai, CA	Motel	14.6
Rose Garden Inn	From $80.00	Ojai, CA	Motel	14.6
Best Western Casa Ojai	From $109.00	Ojai, CA	Motel	14.6
Oakridge Inn	From $80.00	Ojai, CA	Motel	15.1
Premier Inns	From $49.00	Thousand Oaks, CA	Motel	15.1
The Cliff House Inn	From $180.00	Ventura, CA	Motel	15.4
Palm Garden Hotel	From $134.10	Thousand Oaks, CA	Small Hotel	16.1
Motel 6 #1360 Thousand Oaks	From $53.99	Thousand Oaks, CA	Motel	16.1
Holiday Inn	From $115.95	Thousand Oaks, CA	Motel	16.2
Best Western La Posada Motel	From $79.00	Fillmore, CA	Motel	18.5
AmericInn Lodge & Suites	Call for Avail.	Fillmore, CA	Small Hotel	18.5

Exhibit 18
Moving Company Proposals

Moving Company Summary
By Home Size

	Moving Express	NorthStar	Western Relocation	Averages
Rooms	1	1	1	1
Men	2	2	2	2
Hours	4	4.5*	5	4.5
Rate	$69.00	$75.00	$85.00	$76.33
Fuel Chg.			$42.50	
Total	$276.00	$337.50	$467.50	$360.33
Rooms	2	2	2	2
Men	3	3*	2	2.5
Hours	5	6.25*	7.5	6.25
Rate	$99.00	$105.00	$85.00	$96.33
Fuel Chg.			$63.75	
Total	$495.00	$656.25	$701.25	$617.50
Rooms	3	3	3	3
Men	4	4*	3	3.5
Hours	6.5	6.5	6.5	6.5
Rate	$129.00	$135.00	$115.00	$126.33
Fuel Chg.			$74.75	
Total	$838.50	$877.50	$822.25	$846.08

* Figures for the number of men required and the number of hours were ommitted by the moving company to avoid misleading customers. For a point of reference we have used the average from the other two movers.

Moving Express

*LICENSED & INSURED:*PUC-T#189008, ICC-MC#316725
Ph:(800) 844-3977 Fax:(800) 755-8937
erich@movingexpress.com

Dear David Slavik,

Thank you for considering Moving Express for your professional relocation needs. Moving Express would like to put your mind at ease by helping you through the moving process as well as assisting you in preparing for it. Our goal is to give you an as accurate as possible relocation cost.

Moving Express has been in operation for 11 years and uses no subcontractors for any work. This experience and our experienced personnel translate into savings for you in the time it takes to do the relocation.

Cost Breakdown:

Location at Newbury Park, Ca.

1 BEDROOM LOCATION
2 men and 1 truck = $69.00 per hour [3 hour minimum]
The average relocation of this type takes 3 – 5 hours, obviously the distance between locations or the conditions [stairs,
- elevator, etc.] can effect the time it takes to do the move.

2 BEDROOM LOCATION
3 men and 1 truck = $99.00 per hour [3 hour minimum]
The average relocation of this type takes 4 – 6 hours, obviously the distance between locations or the conditions [stairs,
- elevator, etc.] can effect the time it takes to do the move.

3 BEDROOM LOCATION
4 men and 1 truck = $129.00 per hour [3 hour minimum]
The average relocation of this type takes 5 – 8 hours, obviously the distance between locations or the conditions [stairs,

- **elevator, etc.] can effect the time it takes to do the move.**

Total hours = Loading time + Drive time [x2] + Unloading time

Total Relocation cost: = Total Hours

Price Includes:
Disassembly and assembly of articles

Protecting articles with moving pads
Tape and Shrink Wrap
Free use of wardrobe boxes on the day of the move
Shipment is automatically valued and covered at 0.60 per pound per item
Loading and Unloading
Fuel, Tolls, Taxes.
Door to Door Service
Elevators/ Stairs
Long Carry

Possible additional costs:
Material for any packing of boxes
Material used to protect fragile or glass items [i.e. t.v. sets, glass tables, etc.]
Overtime for hours over 8 hours

Methods of payment: Cash, money order, or Credit card.

Thank you for choosing Moving Express to estimate your upcoming relocation and we look forward to assisting you in the future. Please contact me if you have any questions that I can help you with.

Sincerely,
Erich Knapper
Relocation Account Manager

Moving Express

ANY TIME , ANY SIZE, ANY WHERE!!!!

Moving Express has been in business for Over 11 years

Performing relocations throughout the western **United States.**

Specializing in both **residential** and **commercial relocations**.

We can handle from the smallest relocation to the largest.

Moving Express can handle your special needs or any condition for your relocation..

Free Quotes, Free Estimates

Operate 7 days a week [same rate on weekends]

Secured storage

Professionally trained employees, no subcontracting., no day laborers.

Senior Citizen and U.S. Military discount.

No hidden costs: taxes, fuel & mileage fees, tariffs are included.

Customer satisfaction is our number one goal.

Telephone:(800) ASK-PROS or (800) 275-7767
9120 Mason Avenue, Chatsworth, CA 91311
E-mail: info@northstarmoving.com

10/28/2005 11:05 AM

Client #142416

Dear Dave Slavik,

Thank you for your recent inquiry. Let me take a moment of your time to explain a little about local moving. A local move is a move that takes place within a 100-mile radius and stays within the state of origin.

Transportation for a move from **Newport Beach, CA 92663** or **Newbury Park, CA 91320** or **Oxnard, CA 93036 localy** will be charged by the actual time we spend with you.

Here are the rates:

Our current hourly rate for **2** professional movers and **1** truck is **$75.00** per hour. For each additional mover, the hourly rate is increased by **$30.00.** We currently have **3 hours** minimum charge.

The time starts at your door, The time ends at the end of the unload at your new home. California law requires all licensed and insured moving companies to charge **Double Drive Time** . Which means, the actual time it takes the moving truck to drive between your old home and your new home is doubled. The moving industry calls this "door to door plus double drive time".

The moving industry must by law **include** in the hourly rate charge valuation coverage of $0.60 per pound per item. Of course, you may purchase additional valuation. You can also contact a third party insurance company to protect your belongins. One of them is www.movinginsurance.com, which can also be reached at (888)660-6683.

The more information you provide your mover prior to your move date, the better your chances are of having a smooth move within you budget. We are a full-service moving and storage company. You can walk out the door, leave the breakfast dishes on the table and we can take it from there. Or, you can have all of your belongings packed in boxes and stacked by your front door and we can simply load them on the truck for you and unload them in your new home. Based on all the above information, we can determine the right number of professional movers to get the job done just the way you want it.

How ready are you when the movers arrive?

Are all your belongings packed in boxes?

Can the truck park close to your old home?

Can it park close to your new home?

What is the largest item you are moving?

Are there stairs or elevators involved at either end of your move?

Any hard to move items?

Do you have a piano that must be hoisted out of a second story window?

Or, is there a desk that must be disassembled to fit down the staircase or through a doorway?

Are you moving some items into storage?

Are you picking up or dropping off any of your belongings at another address?

How much packing, unpacking and furniture placement would you like the movers to do for you?

What we at NorthStar also include in the price of the move, is top of the line red carpet service. We have earned our stellar reputation one move at a time. Before your furniture even leaves your home, it is wrapped and protected in our furniture blankets. There is no additional charge for the use of our equipment (blankets, dollies, piano boards etc.) but there will be a charge for any item (s) that can not be reused for another customer such as boxes, rolls of tape, bubble wrap, a clear plastic nylon sofa cover to protect your white sofa, material to protect the front of a glass china cabinet, etc.

Description	Container
Dish pack	$8.00
Carton (less than 3 cft)	$3.00
Carton (3 cft)	$4.00
Carton (4.5 cft)	$6.00
Wardrobe	$15.00
Mattress singel	$6.00
Mattress king/ queen	$15.00
Corrugated Container	$8.00
Tape	$3.50/ roll
Bubble wrap	$1.00/ ft
Shrink wrap	$8.00/ item
Blankets (For storage use)	$5.00-$10.00
Paper	$1/ lb

The table above contains a partial list of the packing materials if needed.

After eight hours per day, the hourly rate is increased to the overtime rate of time and a half. In

addition, there is a five percent fuel surcharge applied to the labor charge.

To assure that your belongings will get the quality care they deserve, do a little background checking on you choice of movers:

1. Contact the Better Business Bureau and/or the Public Utilities Commission (the government agency that regulates the moving industry) ((800) 366-4782) to assure that the company you choose provides quality customer care and is licensed and insured. NorthStar Moving's license number is CAL T 182466. We are members of the Better Business Bureau and are proud of the fact that we are in the highest possible standing for a service company. But, don't take our word for it, call the BBB and let them tell you about us vs. the other moving companies.

2. Ask the moving company for references. Of course, NorthStar Moving Corporation will gladly provide you with a list of our references.

If you have any questions, please do not hesitate to call me at (800) ASK-PROS (800) 275-7767.

Thank you and I hope to hear from you soon.

Sincerely,

Ronny Levy

Sales Manager

NorthStar Moving Corporation

BUSINESS RELIABILITY REPORT ★CLICK FOR OUR REPORT★

ICC MC
237817

CAL T 182466

http://www.NorthStarMoving.com

(800) ASK-PROS or (800) 275-7767

9120 Mason Avenue, Chatsworth, CA 91311

Exclusive West Coast Authorized Agent For MOISES

WESTERN RELOCATIONS, INC

TEL (714) 535.6003 (800) 506.4222 Fax (714) 535.4690

October 28, 2005

Star Management
1400 E. 4th St
Santa Ana, Ca 92701

Attn: Dave Slavik

Re: Relocating current residents within 30 miles

Dear Dave;

Thank you for the opportunity to submit rates for your review. We are a medium size moving and storage company, based in Anaheim for the last 5 years. Locally, we are staffed with a seasoned group with as much as 35 years of experience in the industry. Western Relocations, Inc is affiliated with Paul Arpin Van Lines, a company with 104 years in the transportation field.

Residential relocations is the backbone of our business. We move offices (large and small) and are on the government list of military approved movers. I am enclosing examples of some of the literature we have available to give to your residents. We offer as many packets as you might need for distribution.

Rate structures vary from local hourly moves to weight based distance rates for those going out of state. Rates for local moving + examples are as follows:

1 bedroom (standard furnishings, moving within 20 miles) Van + 2 men @ $85.00 hr + 10@ fuel charge	$467.50
2 bedrooms (standard furnishings, moving within 20 miles) Van + 2 men @ $85.00 hr + 10% fuel charge	$701.25
3 bedrooms (standard furnishings, moving within 20 miles) Van + 3 men @ $115.00 hr + 10% fuel charge	$822.25

Each move will be surveyed and processed on an individual basis. The actual cost will vary according to the needs of the customer and be given in writing for their consideration.

We look forward to being of service to the residents of your parks.

Thank you,

DeVona A Morris

DeVona Morris, Certified Moving Consultant

Agent for CAL-T-189259
PAUL ARPIN VAN LINES

2311 W. La Palma. ★ Anaheim, CA 92801
Website: www.westernrelo.com

★ 100 Years of Service ★

Western Relocations Inc.
2311 W. La Palma Ave.
Anaheim, CA 92801
1.800.506.4222

An Invitation To Experience

"Stress Free Moving"

A

Premier Full Service Relocation

Why call Western Relocations, Inc ?

- We are a Premier agent for Paul Arpin Van Lines.
- Aggressive pricing programs to fit your needs.
- Highest Government rated mover in the United States.
- Experienced and Uniformed crews.

WESTERN RELOCATIONS, INC
WorldWideMoving&Storage

Agent for PAUL ARPIN

HOME OFFICE IN ANAHEIM, CA.

WE ALSO HAVE OFFICES IN SANTA CLARITA, ARCADIA, AND RIVERSIDE

- Local, Long Distance, & International Moving Services.
- Long and Short Term Storage.
- Licensed, Insured and Bonded.
- White Glove Packing Service.
- Binding Quotations, Free Estimates.
- Lowest Priced Packing Material with Free Delivery.

UNIFORMED CREWS

Agent of the Year Agent for PAUL ARPIN 2003

Thank You

- CMSA
- AMSA
- BBB Better Business Bureau

We Take Pride In Moving You

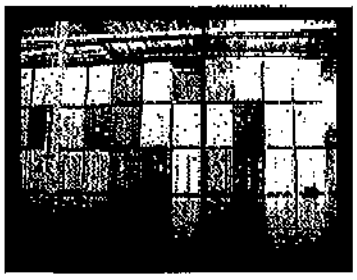
1.909.825.0490

WESTERN RELOCATIONS, INC

WorldWideMoving&Storage

Agent of the Year
Agent for PAUL ARPIN 2003

Secured Storage:



Note: Western Relocations Inc. Is Military approved and our warehouse is graded 3 times a year by the United States Military.

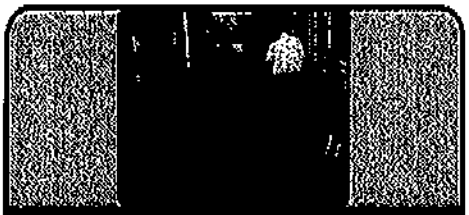
HOME OFFICE
800-506-4222

SOFAS AND OVERSTUFFED CHAIRS ARE WRAPPED AND PLACED ON STORAGE RACKS.

Storage Truck

WHEN YOUR HOUSEHOLD GOODS ARRIVE AT WESTERN THEY ARE CAREFULLY REMOVED FROM THE STORAGE TRUCK AND PLACED IN OUR INDUSTRY BUILT WAREHOUSE.

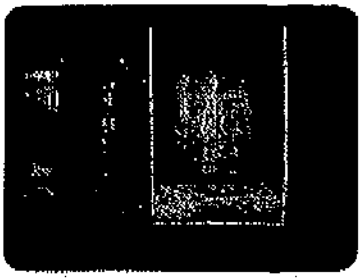
Sweeping with a special substance that picks up all impurities off of the warehouse floor.



KEEPIN' IT CLEAN

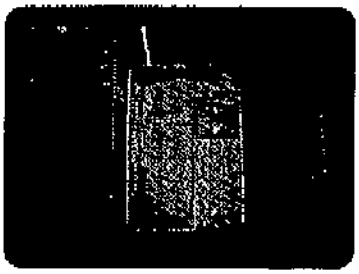
Superior Customer Service
Agent of the Year
2001,2002

Top Hauling Agent
2000, 2001, 2002, 2003

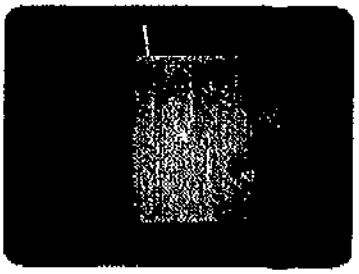


① A CLEAN VAULT

② A CLEAN FLOOR



③ A SAFE LOAD



④ SECURE STORAGE

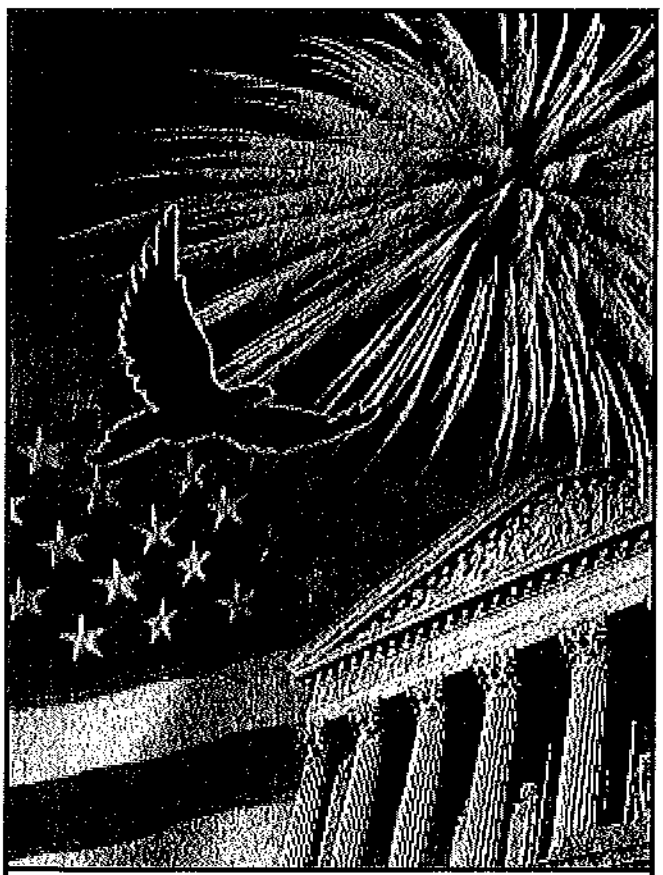
Exhibit 19
IRS Per Diem Rates

Department of the Treasury
Internal Revenue Service

Publication 1542
(Rev. May 2005)
Cat. No. 12684I

Per Diem Rates

(For Travel Within the Continental United States)



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What's New

Maximum federal per diem rates. Beginning May 6, 2005, the maximum per diem rate changes for certain locations in the following states.

- Arizona
- Florida
- Maryland
- Missouri
- New Jersey
- New Mexico
- New York
- North Carolina
- Ohio
- Pennsylvania
- Virginia
- Washington

See Table 4 for the new rates.

Introduction

This publication is for employers who pay a per diem allowance to employees for business travel away from home within the continental United States (CONUS), on or after October 1, 2003, and before January 1, 2006. It gives the maximum per diem rate you can use without treating part of the per diem allowance as wages for tax purposes.

For a detailed discussion on the tax treatment of a per diem allowance, see chapter 13 of Publication 535, Business Expenses, or Revenue Procedure 2005-10, 2005-03 I.R.B. You can find the revenue procedure in the weekly Internal Revenue Bulletin (IRB) on the Internet at *www.irs.gov/irb*.

Per diem rates on the Internet. You will find links to per diem rates at *www.gsa.gov*. Click on "Per Diem Rates" for links to:

- CONUS per diem rates,
- Per diem rates for areas outside the continental United States (OCONUS), such as Alaska, Hawaii, Puerto Rico, and U.S. possessions, and
- Foreign per diem rates.

Publication 1542 revisions. Publication 1542 is only available on the Internet at *www.irs.gov*. Print copies can no longer be ordered.

During the year, as changes to the federal per diem rates (updates) are announced by the General Services Administration (GSA), we will incorporate the changes into Publication 1542. A "What's Hot" article on the IRS website will alert you to which locations have updated rates. You will find the new rates in Table 4 of the revised publication. To reach the "What's Hot" articles, go to *www.irs.gov/formspubs*; click on *What's Hot in Tax Forms, Pubs, and Other Tax Products*; then click on the link provided under *Changes to Our Current Tax Products*.

We will also incorporate mid-year changes to the high-low rates into Publication 1542. You will be alerted to these changes by a "What's Hot" article on the IRS website, and find the changes in Table 2 of the revised publication.

The annual changes, both federal per diem and high-low rates, will be incorporated into the publication as soon as possible after being announced by GSA and the IRS. The annual issue of the publication should be available each year in mid- to late-October.

Comments and suggestions. We welcome your comments about this publication and your suggestions for future editions.

You can write to us at the following address:

Internal Revenue Service
Individual Forms and Publications Branch
SE:W:CAR:MP:T:I, IR-6406
1111 Constitution Ave. NW
Washington, DC 20224

We respond to many letters by telephone. Therefore, it would be helpful if you would include your daytime phone number, including the area code, in your correspondence.

You can email us at **taxforms@irs.gov*. (The asterisk must be included in the address.) Please put "Publications Comment" on the subject line. Although we cannot respond individually to each email, we do appreciate your feedback and will consider your comments as we revise our tax products.

Tax questions. If you have a tax question, visit *www.irs.gov* or call 1-800-829-1040. We cannot answer tax questions at either of the addresses listed above.

Ordering forms and publications. Visit *www.irs.gov/formspubs* to download forms and publications, call 1-800-829-3676, or write to the address shown under *How To Get Tax Help* in the back of this publication.

How To Use Per Diem Rate Tables

This section contains information about the per diem rate substantiation methods available and the choice of rates you must make for the last 3 months of the year.

The Two Substantiation Methods

The tables in this publication reflect the high-low substantiation method and the regular federal per diem rate method.

High-low method. The first two tables in this publication list the localities that are treated under the high-low substantiation method as high-cost localities for all or part of the year. Table 1 lists the localities that are eligible for $207 ($46 meals and incidental expenses (M&IE)) per diem, effective November 1, 2003. For travel on or after this date, all other localities within CONUS are eligible for $126 ($36 M&IE) per diem under the high-low method.

Table 2 lists the localities that are eligible for:

- $199 ($46 M&IE) per diem, effective October 1, 2004 through December 31, 2004, and
- $204 ($46 M&IE) per diem, effective January 1, 2005.

For travel on or after October 1, 2004, the per diem for all other localities increases to $127 ($36 M&IE). For travel on or after January 1, 2005, it increases to $129 ($36 M&IE).

Regular federal per diem rate method. Tables 3 and 4 give the regular federal per diem rates published by the General Services Administration (GSA). Both tables include the separate rate for meals and incidental expenses (M&IE) for each locality. The rates listed in Table 3 are effective October 1, 2003; those in Table 4 are effective October 1, 2004. The standard rate for all locations within CONUS not specifically listed in Table 3 is $86 ($55 for lodging and $31 for M&IE); that for Table 4 is $91 ($60 for lodging and $31 for M&IE).

Transition Rules

The transition period covers the last 3 months of the calendar year, from the time that new rates are effective (generally October 1) through December 31. During this period, you generally may change to the new rates or finish out the year with the rates you had been using.

High-low method. If you use the high-low substantiation method for an employee, when new rates become effec-

tive (generally October 1) you can either continue with the rates you used for the first part of the year or change to the new rates. However, you must continue using the high-low method for that employee for the rest of the calendar year (through December 31). Also, you must use the same rates for all employees reimbursed under the high-low method during that calendar year.

For example, Employee A travels extensively during March and April of 2005, and you determine A's travel allowance (reimbursement) using the high-low method (Table 2). Employee A does not travel again until November 2005. For A's November trip and any others during the remainder of 2005, you may continue using the same set of rates (Table 2) or change to the new rates that generally will be effective in October. Assume that two of your other employees, B and C, are also reimbursed under the high-low method — your choice of rates must also apply to them. For Employee A's travel on or after January 1, 2006, you must use the rates in effect for 2006, but may either continue with the high-low method or choose the regular federal per diem rate method. The choice of method stays in effect for the entire 2006 calendar year.

The new rates and localities for the high-low method are included each year in a revenue procedure that is generally published in mid- to late-September. You can find the revenue procedure in the weekly Internal Revenue Bulletin (IRB) on the Internet at *www.irs.gov/irb*.

Federal per diem rate method. New CONUS per diem rates become effective on October 1 of each year, and remain in effect through September 30 of the following year. Employees being reimbursed under the per diem rate method during the first 9 months of a year (January 1—September 30) must continue under the same method through the end of that calendar year (December 31). However, for travel by these employees from October 1 through December 31, you can choose to continue using the same per diem rates or use the new rates. Your choice applies to all employees reimbursed under the per diem rate method during that calendar year. Just as for the high-low method, you must continue using the same method for an employee for the entire calendar year.

For example, Employees P and Q attend an industry conference in February 2005 and you reimburse their expenses using the per diem rate method (Table 4). Employee P attends other conferences in July (reimbursed using Table 4) and December 2005, while Employee Q's only other travel occurs in October 2005. When determining Q's travel allowance for the October travel, you must decide whether to continue with the old (Table 4) rates, or adopt the new ones effective October 1, 2005. Your choice of rates will also apply to Employee P's December travel. Both employees must continue being reimbursed under the per diem rate method for travel through December 31, 2005. You can choose a new method for either or both employees; this choice will become effective on January 1, 2006.

The new federal CONUS per diem rates are published each year, generally early in September, on the Internet at *www.gsa.gov*.

CAUTION *Per diem rates for localities listed in Table 4 may change at any time during 2005. To be sure you have the most current rate, check the IRS website* (www.irs.gov) *for an updated Publication 1542, the other Internet website listed earlier under* Per diem rates on the Internet, *or call the IRS at 1-800-829-1040.*

Table 4. Maximum Federal Per Diem Rates (Effective October 1, 2004)[1]

Note: The standard rate of $91 ($60 for lodging and $31 for M&IE) applies to all locations within the continental United States (CONUS) not specifically listed below or encompassed by the boundary definition of a listed point. However, the standard CONUS rate applies to all locations within CONUS, including those defined below, for certain relocation allowances. (See parts 302-2, 302-4, and 302-5 of 41 CFR.)

Per Diem Locality				Computing Maximum Rate		
State	Key City[2]	County and/or Other Defined Location[3,4]	Effective Dates	Maximum Lodging Rate	M&IE Rate	Maximum Per Diem Rate
AL	Birmingham	Jefferson, Shelby	All year	$ 77	$43	$120
	Gulf Shores	Baldwin	1/1 - 2/28 3/1 - 5/31 6/1 - 8/31 9/1 - 12/31	60 76 94 60	39 39 39 39	99 115 133 99
	Huntsville	Madison, Limestone	All year	65	39	104
	Montgomery	Montgomery	All year	65	43	108
	Tuscaloosa	Tuscaloosa	All year	64	35	99
AR	Hot Springs	Garland	All year	66	35	101
	Little Rock	Pulaski	All year	71	39	110
AZ	Flagstaff/Kayenta	All points in Coconino County not covered under Grand Canyon per diem area; Navajo	1/1 - 4/30 5/1 - 8/31 9/1 - 12/31	60 73 60	39 39 39	99 112 99
	Grand Canyon	All points in the Grand Canyon National Park and Kaibab National Forest within Coconino County	Before 5/6/05 1/1 - 3/31 4/1 - 10/31 11/1 - 12/31 After 5/5/05 1/1 - 3/31 4/1 - 10/31 11/1 - 12/31	 60 85 60 68 87 68	 47 47 47 47 47 47	 107 132 107 115 134 115
	Phoenix/Scottsdale	Maricopa	1/1 - 5/31 6/1 - 9/30 10/1 - 12/31	121 75 103	47 47 47	168 122 150
	Sedona	All points in Coconino County not covered under Flagstaff and Grand Canyon; Yavapai	All year	104	31	135
	Tucson	Pima	1/1 - 4/30 5/1 - 12/31	105 76	43 43	148 119
	Yuma	Yuma	All year	63	39	102
CA	Antioch/Brentwood/ Concord/Lafayette/ Martinez/Pleasant Hill/ Richmond/San Ramon/ Walnut Creek	Contra Costa	All year	99	47	146
	Bakersfield/Delano	Kern, Naval Weapons Center and Ordnance Test Station, China Lake	All year	67	43	110
	Barstow/Ontario/ Victorville	San Bernardino	All year	82	43	125
	Benicia/Dixon/Fairfield/ Vacaville/Vallejo	Solano	All year	104	47	151
	Brawley/Calexico/El Centro/Imperial	Imperial	All year	64	31	95
	Clearlake	Lake	All year	69	35	104
	Death Valley	Inyo	All year	71	47	118
	Fresno	Fresno	All year	70	35	105
	Los Angeles	Los Angeles, Orange, Ventura; Edwards AFB (see Santa Monica)	All year	100	51	151
	Mammoth Lakes	Mono	All year	71	47	118

Exhibit 20
Summary of NADA Book Values

Summary of NADA Book Values

Space	Year	Manufacturer	Retail
1	1967	Fleetwood	$ 9,848.33
2	1698	Boise Cascade	$ 12,993.31
3	1988	Golden West	$ 14,646.32
4	1964	Redman	$ 10,804.13
6	1964	Guerdon	$ 9,158.85
7	1965	Guerdon	$ 7,937.89
8	1956	Roadcraft	$ 6,597.82
9	1958	Barcraft	$ 7,278.28
10	1988	Skyline	$ 15,944.38
11	1959	Angelus	$ 7,363.44
12	1976	El Monte	$ 10,615.08
13	N/A	N/A	N/A
14	1967	Imperial	$ 9,417.16
15	1967	Schult	$ 13,890.24
16	1991	Redman	$ 15,319.70
17	1965	Richardson	$ 7,654.89
18	1961	Guerdon	$ 8,600.36
19	1989	National Pre Built	$ 14,503.23
20	1961	Nashua	$ 10,568.66
21	1969	Redman	$ 10,033.38
22	1961	Paramount	$ 7,567.26
23	1965	Fleetwood	$ 10,388.01
24	1990	Golden West	$ 26,406.37
25	1968	Nashua	$ 14,313.02
26	1961	Capital Ind	$ 6,976.79
27	1974	Fleetwood	$ 10,274.77
28	1964	Nashua	$ 11,750.28
29	1986	Skyline	$ 13,196.18
30	1966	Bendix-Boise Cascade	$ 10,413.83
31	1986	Champion	$ 15,200.13
33	1987	Champion	$ 15,881.32
34	1992	Golden West	$ 24,655.02
35	1985	Champion	$ 15,477.98
36	1959	Kit	$ 8,986.80
37	1963	Fleetwood	$ 11,453.84
38	2002	Skyline	$ 40,001.77
39	1988	Champion	$ 16,125.85
40	1968	Fleetwood	$ 10,742.61
41	1964	Boise Cascade	$ 7,597.18
42	1989	Redman	$ 18,008.86
43	1973	Harmony	$ 8,667.52
44	1989	Golden West	$ 24,596.53
45	1974	Bendix-Boise Cascade	$ 12,011.25
46	1975	Skyline	$ 10,822.71
47	1987	Golden West	$ 23,283.76
48	1965	Guerdon	$ 9,575.44

Summary of NADA Book Values

Space	Year	Manufacturer	Retail
49	N/A	N/A	N/A
50	1989	Fleetwood	$ 21,174.14
51	1989	Fleetwood	$ 19,733.75
52	1963	Nashua	$ 10,523.10
53	1990	Fleetwood	$ 20,050.60
54	1965	Donbell	$ 7,811.77
55	1991	Golden West	$ 24,257.95
56	1972	Champion	$ 11,557.60
P01	1959	Fleetwood	$ 8,673.19
P02	1999	Skyline	$ 29,428.61
P03	1960	Fleetwood	$ 8,685.12
P04	1988	Golden West	$ 21,703.72
P05	1965	Brigadier	$ 7,687.20
P06	1988	Golden West	$ 23,694.64
P07	1989	Redman	$ 16,464.15
P08	1979	Skyline	$ 13,053.18
P09	1961	Kit	$ 9,243.24
P10	1970	Fuqua	$ 12,365.70
P11	1988	National Pre Built	$ 14,474.13
P12	1965	A B C Coach Co.	$ 8,913.54
P13	1991	Redman	$ 14,620.73
P14	1965	Fleetwood	$ 9,486.84
P15	1961	Commodore	$ 9,064.21
P16	1961	Commodore	$ 9,186.14
P17	1957	Angelus	$ 7,219.86
T01	1997	Champion	$ 26,000.15
T02	1959	Divco Wayne	$ 9,414.62
T03	1987	Champion	$ 15,434.61
T04	1987	Skyline	$ 15,703.85
T05	1959	Town&Country	$ 7,308.60
T06	1961	Plymouth	$ 7,567.26
T07	1993	Hallmark	$ 18,585.80
T08	1963	Nashua	$ 10,973.20
T10	1988	Skyline	$ 18,487.93
T11	1976	Champion	$ 11,722.54
W01	1978	Transamerica	$ 7,075.73
W16	1954	Kit	$ 7,634.28
W44	1962	Kaufman&Broad	$ 7,628.39
W48	1964	Fleetwood	$ 9,650.34
W58	1967	DMH	$ 7,934.02
W62	1960	All Star Coach	$ 7,422.52
W87	1988	Fleetwood	$ 15,942.32
W89	1961	Mayflower	$ 7,453.53
W0A	1978	Nomad	$ 7,114.20

ATTACHMENT E

MOBILE HOME CLOSURE RESOLUTION

RESOLUTION NO. 2008-[06-260-01]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE WAGON WHEEL CLOSURE IMPACT REPORT IS SUFFICIENT AS SUPPLEMENTED, PURSUANT TO GOVERNMENT CODE SECTION 65863.7 AND CHAPTER 24, ARTICLE II OF THE OXNARD MUNICIPAL CODE FOR THE CLOSURE OF THE WAGON WHEEL TRAILER LODGE LOCATED AT 2851 WAGON WHEEL ROAD AND APPROVAL OF MOBILEHOME PARK CLOSURE PERMIT, PLANNING AND ZONING PERMIT NO. 06-260-01.

WHEREAS, Oxnard Village Investments, LLC (Oxnard Village) owns and operates Wagon Wheel Trailer Lodge, a 171 space mobilehome and recreational vehicle park located at 2851 Wagon Wheel Road, Assessor's Parcel No. 139-0-022-125. The mobilehome park is within the project area known as The Village Specific Plan located within the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area. The mobilehome park closure is an integral component of The Village Specific Plan; and

WHEREAS, from April 2005 to August 2008, Oxnard Village has engaged in mobilehome park community outreach programs concerning the mobilehome park closure including, over 100 individual meetings with residents, 51 in-home visits/door to door surveys, 12 meetings with the Wagon Wheel Residents Committee, 6 general Wagon Wheel community meetings, 2 Cabrillo Economic Development Corporation sponsored Wagon Wheel community meetings, published 5 information newsletters, provided a continuous toll-free hotline for resident's questions or concerns and provided English to Spanish translation services at all community meetings and whenever necessary; and

WHEREAS, on May 12, 2006, Oxnard Village provided Wagon Wheel residents with a bilingual written notice that Oxnard Village no sooner than ninety days from the date of the notice intended to file with the City an application for a permit to close Wagon Wheel. Oxnard Village prepared and has duly filed with the City proof of service confirming that all residents were timely provided with a copy of this notice; and

WHEREAS, from May 12, 2006 to September 2006, Oxnard Village pursuant to the California Mobilehome Residency Law, Civil Code Section 798.56(g), Government Code Section 65863.7 and the City's Municipal Code, Chapter 24, Article II, Section 24-39, undertook the necessary steps to prepare and did prepare a mobilehome park closure impact report concerning the closure of Wagon Wheel Trailer Lodge and displacement of its residents; and

WHEREAS, on or about November 14, 2006, Oxnard Village provided residents with copies of the Mobilehome Park Closure Impact Report (CIR) dated September 1, 2006, and notice that the Wagon Wheel mobilehome will be closed pursuant to the

California Mobilehome Residency Law, Civil Code Section 798.56(g), Government Code Section 65863.7 and the City's Municipal Code, Chapter 24, Article II, Section 24-39. Oxnard Village prepared and duly filed with the City its application for a mobilehome park closure permit to close Wagon Wheel Trailer Lodge and proof of service confirming that all residents were timely provided with a copy of the Notice That Wagon Wheel will close and the CIR; and

WHEREAS, on or about August 30, 2007, residents were provided with (1) a notice of public hearing from the City for a public meeting of the Planning Commission held on October 4, 2007, (2) a letter from Oxnard Village dated July 24, 2007, which described a supplemental relocation benefit package, and (3) the CIR (in both English and Spanish); and

WHEREAS, on October 4, 2007, the Planning Commission held a study session wherein it heard a presentation from Vince Daly of the Daly Owens Group concerning the status and phasing of the project, the procedure for closing a mobilehome park, and the supplemental proposal for tenant relocation benefits dated July 24, 2007, and entertained comments from the public; and

WHEREAS, on September 2, 2008, Oxnard Village requested that the City in its Planning Commission meeting of September 18, 2008: (1) determine the sufficiency of the CIR and supplemental proposals for relocation benefits pursuant to Government Code Section 65863.7 and Municipal Code Chapter 24, Article II and (2) approve its application for a closure permit for the closure of the mobilehome park. In addition, Oxnard Village requested that the Planning Commission consider The Village Specific Plan, The Village General Plan Amendment, and The Village Zone Change, and hold a public hearing on The Village Development Agreement, and certify The Village Final Environmental Impact Report. Oxnard Village has filed with the City proof of service confirming that Wagon Wheel residents were timely provided with a copy of the requisite 15 day advance notice of this hearing; and

WHEREAS on September 17, 2008, Oxnard Village Investments requested that the City of Oxnard and the City of Oxnard Planning Commission continue Planning and Zoning Permit No. 06-260-01 (Mobilehome Park Closure Permit) to a date certain of October 2, 2008; and

WHEREAS, on September 18, 2008, the City Planning Commission continued the hearing on Planning and Zoning Permit No. 06-260-01 until October 2, 2008; and

WHEREAS, on October 2, 2008, the City Planning Commission held a public hearing in the City Council Chambers, 305 West Third Street, Oxnard, California on Planning and Zoning Permit No. 06-260-01. A notice of time, place and purpose of the aforesaid meeting was given in accordance with Government Code Section 65863.7(b) and applicable law. Evidence, both written and oral was presented to and considered by the Planning Commission at this meeting; and

WHEREAS, Oxnard Village's application for a mobilehome closure permit includes a concept and site plan reflected in The Village Specific Plan, a list of residents and the Mobilehome Park Closure Impact Report dated September 1, 2006, prepared by Star Management of Santa Ana, California. The report includes, among other things, a discussion of the impact of the park's proposed closure on residents including the reasons for closure and state regulations governing closure; and describes five mitigation measures in the form of relocation benefits and assistance that Oxnard Village is offering to mitigate the impact of the park's closure upon residents. Oxnard Village also is offering as a relocation benefit to enter into Voluntary Relocation Agreements with individual residents that allow the parties to negotiate specific terms of a relocation package tailored to a particular resident's individual and/or household needs; and

WHEREAS, The Mobilehome Park Closure Impact Report shows that adequate replacement sites in mobilehome parks in Ventura County and the surrounding area do not exist, in that there are very few, if any parks in Ventura, Santa Barbara, Los Angeles, Orange and San Diego Counties that will accept used mobilehomes onto their spaces, and further that the housing market in these counties has produced a condition where spaces are at a premium, and older homes must be purchased with the intent of removing them from the space in order to accommodate the installation of new mobilehomes; and

WHEREAS, the Closure Impact Report further establishes that due to the severe lack of vacant spaces in the four county area consisting of Ventura, Los Angeles, Orange and San Diego Counties, relocation of the existing mobilehomes to another vacant space within these four counties is for all intents and purposes impossible; further that the sources of public and/or subsidized housing in Ventura County have substantial waiting lists; and that the monthly rents being charged for available rental housing in Ventura County range from between three to over six times the amount of monthly rent that the residents of the Wagon Wheel Trailer Lodge are currently paying; and

WHEREAS, in addition and as a supplement to the mitigation measures/relocation benefits described in the Mobilehome Park Closure Impact Report dated September 1, 2006, Oxnard Village as a feature of its affordable housing component of The Village Specific Plan consisting of 225 affordable units for very low, low and moderate income households, is offering as a mitigation measure/relocation benefit, a replacement housing relocation program for all qualified mobilehome park residents, consistent with California State income limits for Ventura County, who wish to be relocated to onsite affordable housing. This program provides that Oxnard Village will construct an affordable housing community within the westerly portion of the Specific Plan Area, and each income qualified mobilehome park resident household will be provided a rental housing unit within the affordable community at the rent level and with the appropriate number of bedrooms to accommodate each household's housing need in accordance with California State Income limits for Ventura County, as set forth in Exhibit A, attached hereto and incorporated by reference. This program also provides that those residents electing to relocate to an affordable housing unit within the Specific Plan area will be allowed to remain on the mobilehome park site until completion of the designated affordable housing units; and

WHEREAS, in addition, Oxnard Village has entered into Voluntary Relocation agreements with 61 of the mobilehome park households for the mobilehomes and/or recreational vehicles for the park addresses listed in Exhibit B, attached hereto and incorporated by reference. Twenty of these households have vacated the premises and forty-one remain in the park; and

WHEREAS, in addition, Oxnard Village is offering mobilehome owners a cash payment equal to three times the NADA book value with a minimum payout of $38,000 and a maximum payout of $70,000, as set forth in Exhibit C, attached hereto and incorporated by reference. Furthermore, any outstanding liens on the mobilehomes will be paid by Oxnard Village at the time it takes title to the mobilehome. The lien amount will be deducted from the amount equal to three times the NADA book value, and the difference shall be the payout to be received by the owner with the caveat that the homeowner will receive a minimum cash payment of $38,000 with a maximum payout of $70,000. Oxnard Village is also offering any recreational vehicle owner who has not previously entered into a voluntary relocation agreement the sum of $2,500. All payments shall be made at the time that the resident moves to the new replacement housing unit or otherwise vacates the mobilehome park pursuant to the terms of their voluntary relocation agreement or on or before the date that the mobilehome park closes.

NOW THEREFORE the Planning Commission of the City of Oxnard resolves as follows:

Section 1: Based on the aforementioned findings, Oxnard Village's application for a mobilehome park closure permit, the Mobilehome Park Closure Impact Report dated September 1, 2006, as supplemented by the August 11, 2008 and September 12, 2008 letters from Oxnard Village to Barbara Macri-Ortiz, counsel for the Residents' Committee, and subsequent negotiations between the parties, the whole of the administrative record and the evidence and testimony received during the public hearing, the Planning Commission finds and determines that:

(a) Oxnard Village's application for a mobilehome closure permit as supplemented is complete and meets all substantive and procedural requirements pursuant to Section 65863.7 of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code.

(b) The Mobilehome Closure Impact Report dated September 1, 2006, as supplemented by the August 11, 2008 and September 12, 2008 letters referenced above and the subsequent mitigation measures referenced above is sufficient and reasonably and adequately identifies the reasons for closure and the state and local regulations governing closure; identifies the lack of adequate replacement sites in mobilehome parks to which residents might relocate their mobilehomes; identifies other alternative housing options available to residents; provides a sufficient and adequate analysis of reasonable relocation costs, and; describes six mitigation measures in the form of replacement housing, relocation benefits and assistance, and Voluntary Relocation Agreements that

Oxnard Village is offering that are reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and are consistent with, or exceed, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II Sections 24 – 39 of the Oxnard Municipal Code.

(c) The supplemental mitigation measures/relocation benefits package, including 1) on site replacement housing at the rent levels and with the appropriate number of bedrooms to accommodate the housing needs for those mobilehome park residents who have opted to be included, consistent with California State Income Limits for Ventura County, as set forth in Exhibit A; and 2) the stipulation that these residents will be allowed to remain on the mobilehome park site until completion of the selected affordable units is reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and is consistent with, or exceeds, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code.

(d) Oxnard Village's offer to mobilehome owners of a cash payment equal to three times the NADA book value with a minimum payout of $38,000 and a maximum payout of $70,000, in accordance with the terms set forth above, and as set forth in Exhibit C, for the purchase of the mobile home, upon moving out of the mobilehome park; and Oxnard Village's offer to recreational vehicle owners of a cash payment of $ 2,500 upon moving out of the mobilehome park is reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and is consistent with, or exceeds, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code.

(e) Considering the nature and scope of The Village Specific Plan, and specifically the incorporation of adequate replacement housing opportunities for the residents of the Wagon Wheel Trailer Lodge, closure of Wagon Wheel will not be materially detrimental to the housing needs and public interest of the affected neighborhood and the City as a whole.

(f) The measures to reasonably and adequately mitigate any adverse impact of the proposed closure on the mobilehome park residents who will be displaced will be incorporated as conditions of permit approval.

Section 2: Based on the determinations contained in Section 1 above, the Mobilehome Park Closure Impact Report dated September 1, 2006, including the supplemental mitigation measures, concerning the closure of Wagon Wheel Trailer Lodge is sufficient.

Section 3: Based on the findings and determinations contained in Section 1 above, Oxnard Village's application for a mobilehome park closure permit, Planning and Zoning Permit No. 06-260-1, is hereby approved, with the following conditions:

(a) Oxnard Village LLC shall incorporate into its project a replacement housing relocation program that provides each mobilehome park resident included in Exhibit A, attached hereto and incorporated by reference, with a rental housing unit within the westerly portion of the Village Specific Plan area at the rent level and with the appropriate number of bedrooms to accommodate each household's housing needs, consistent with California State Income Limits for Ventura County, as set forth in Exhibit A; and further that all those electing to relocate to such affordable housing units will be allowed to remain on the mobilehome park site until completion of the selected affordable units or two (2) years from the date of adoption of this resolution, whichever is later; and this replacement housing program, shall be implemented upon approval of the Village Development Agreement, the Village Specific Plan and the Owner Participation Agreement.

(b) Oxnard Village shall offer mobilehome owners a cash payment equal to three times the NADA book value with a minimum payout of $38,000 and a maximum payout of $70,000, in accordance with Exhibit C and the lien payoff criteria as set forth above; and Oxnard Village shall also offer recreational vehicle owners a cash payment of $2,500 to further mitigate the impact of the mobilehome park's closure upon displaced residents. Said payments shall be made at the time that the resident moves out of the mobilehome park on or before the closing of the mobilehome park, or at some other time as is agreed to between the individual Mobilehome Park Resident and Oxnard Village.

(c) Oxnard Village shall retain the right to enter into mutually agreeable Voluntary Relocation Agreements with residents of the Mobilehome Park.

(d) Any Mobilehome Park Resident who will be displaced by the closure of Wagon Wheel and whose space does not appear on Exhibit A, shall within thirty (30) days of adoption of this resolution notify Oxnard Village staff in writing, with a copy of said notice forwarded to the City of Oxnard Housing Department, if he or she wishes to be housed within the on site replacement housing that will be constructed within the Village Specific Plan area. Any resident who elects to be housed with the on site replacement housing and provides such notification to Oxnard Village and the City within said thirty (30) day period, shall be added to the residents' interest list included in Exhibit A, after

appropriate screening to determine the rent level and number of bedrooms needed, consistent with California State Income limits for Ventura County. Any subsequent additions or changes to Exhibit A after the thirty (30) day opt in period has expired shall be mutually agreed upon in writing by Oxnard Village, the City of Oxnard Housing Department, and an authorized representative of the Wagon Wheel Residents' Committee.

(e) Prior to issuance of the first building permit for the first affordable housing unit, the Developer shall post a surety bond with the City of Oxnard in a form acceptable to the City of Oxnard and in an amount sufficient to guarantee the payout to the residents specified in Exhibit C for the mobilehome compensation package as set forth in Exhibit C.

(f) Closure of Wagon Wheel shall occur no sooner than two (2) years from the date of adoption of this resolution and in no event shall the closure of Wagon Wheel occur sooner than thirty (30) days after the completion of construction, issuance of certificates of occupancy, and lease agreements have been offered to all of the residents who will be moving to the on site affordable relocation housing units required under this permit. This permit shall be extended as necessary to accommodate implementation of all mitigation measures, relocation benefits and closure of Wagon Wheel.

(g) The closure permit shall be effective only upon approval of The Village Specific Plan and Development Agreement by the Oxnard City Council, and approval of the Owner Participation Agreement with the Oxnard Community Development Commission.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of OCTOBER, 2008 by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

_____
Michael Sanchez, Chairperson

ATTEST: _____
Susan L. Martin, Secretary

Wagon Wheel Mobile Home Park

On-Site Affordable Unit - (Overall Interest List)		
Overall Client Status	***Code***	***Total***
Interested	INT	101
Vacant	V	61
Client Declined Affordable Unit On-Site	DS	9
	Total Units	***171***
	Vacant & Declined Services/Affordable Unit	***70***
	Interested in Affordable Housing	***101***

Income Breakdown		
Income Level	***Code***	
Higher than 100% Income Level	100+	#REF!
100% Income Level	100	#REF!
80% Income Level	80	#REF!
60% Income Level	60	#REF!
50 % Income Level	50	#REF!
40% Income Level	40	#REF!
35% Income Level	35	#REF!
30% Income Level	30	#REF!
Total Affordalbe Units		**#REF!**
Not Applicable	N/A	#REF!

Bedroom Count		
Bedroom Size	***Code***	
4 Bedrooms	4	17
3 Bedrooms	3	29
2 Bedrooms	2	25
1 Bedroom	1	30
Total Affordable Units		**101**
Not Applicable	N/A	70

Client's Interested in affordable housing - Income/Bedroom						
Income Level	***Code***	***1 bdrm***	***2 bdrm***	***3bdrm***	***4 bdrm***	***Total Income***
Higher than 100% Income Level	100+	2	0	0	0	2
100% Income Level	100	3	0	1	0	4
80% Income Level	80	3	2	2	3	10
60% Income Level	60	2	4	3	4	13
50 % Income Level	50	3	2	7	2	14
40% Income Level	40	2	0	5	2	9
35% Income Level	35	3	1	3	1	8
30% Income Level	30	12	16	8	5	41
Unknown Income Level	Unknown	0	0	0	0	0
Not Applicable	*N/A*					**101**

Total Bdrm		***30***	***25***	***29***	***17***	***101***

California Tax Credit Allocation Committee
2007 Maximum Income Levels - Ventura

Percent	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
100	60000	68600	77100	85700	92600	99400	106300	113100
80	48000	54880	61680	68560	74080	79520	85040	90480
60	36000	41160	46260	51420	55560	59640	63780	67860
50	30000	34300	38550	42850	46300	49700	53150	56550
40	24000	27440	30840	34280	37040	39760	42520	45240
35	21000	24010	26985	29995	32410	34790	37205	39585
30	18000	20580	23130	25710	27780	29820	31890	33930

WAGON WHEEL MOBILE HOME
Survey Results for the Residents Interested in the On-Site Affordable

Space	Address	Code	Family Size	Bedroom Size
1	1 Surrey Circle	INT	4	3
2	2 Surrey Circle	INT	4	3
3	3 Surrey Circle	INT	4	3
4	4 Surrey Cirlce	INT	3	2
5	5 Surrey Cirlce	V		N/A
6	6 Surrey Circle	INT	2	2
7	7 Surrey Circle	INT	3	2
8	8 Surrey Cirlce	INT	4	3
9	9 Surrey Cirlce	INT	3	2
10	10 Surrey Circle	INT	4	3
11	11 Surrey Circle	V		N/A
12	12 Surrey Circle	INT	6	4
13	13 Surrey Circle	INT	4	3
14	14 Surrey Circle	V		N/A
15	15 Surrey Circle	V		N/A
16	16 Surrey Circle	V		N/A
17	17 Surrey Circle	V		N/A
18	18 Surrey Circle	V		N/A
19	19 Surrey Circle	INT	2	2
20	20 Surrey Circle	V		N/A
21	21 Surrey Circle	INT	5	3
22	22 Surrey Circle	INT	4	3
23	23 Surrey Cirlce	INT	1	1
24	24 Surrey Circle	INT	4	3
25	25 Surrey Circle	INT	4	3
26	26 Surrey Circle	DS		N/A
27	27 Surrey Circle	INT	5	3
28	28 Surrey Circle	INT	1	1
29	29 Surrey Circle	INT	4	3
30	30 Surrey Circle	INT	3	2
31	31 Surrey Circle	INT	4	3
32	32 Surrey Circle	INT	4	3
33	33 Surrey Circle	V		N/A
34	34 Surrey Circle	V		N/A
35	35 Surrey Circle	INT	4	3
36	36 Surrey Circle	INT	5	3
37	37 Surrey Circle	INT	5	4
38	38 Surrey Circle	INT	2	2
39	39 Surrey Circle	V	1	N/A
40	40 Surrey Cirlce	INT	4	3
41	41Surrey Circle	INT	4	3
42	42 Surrey Circle	INT	3	2
43	43 Surrey Circle	INT	7	4
44	44 Surrey Circle	INT	6	4
45	45 Surrey Circle	V		N/A
46	46 Surrey Circle	INT	4	2
47	47 Surrey Circle	V		N/A

48	48 Surrey Circle	INT	6	4
49	49Surrey Circle	INT	5	4
50	50 Surrey Circle	INT	6	4
51	51 Surrey Circle	INT	5	4
52	52 Surrey Circle	INT	2	2
53	53 Surrey Circle	INT	2	1
54	54 Surrey Circle	INT	5	3
55	55 Surrey Circle	INT	4	3
56	56 Surrey Circle	INT	1	1
P01	1 Pettycoat Lane	INT	4	3
P02	2 Pettycoat Lane	INT	1	1
P03	3 Pettycoat Lane	INT	5	4
P04	4 Pettycoat Lane	V		N/A
P05	5 Pettycoat Lane	INT	3	2
P06	6 Pettycoat Lane	INT	3	3
P07	7 Pettycoat Lane	INT	5	3
P08	8 Pettycoat Lane	INT	6	4
P09	9 Pettycoat lane	INT	2	2
P10	10 Pettycoat Lane	INT	3	2
P11	11 Pettycoat Lane	V		N/A
P12	12 Pettycoat Lane	INT	4	3
P13	13 Pettycoat Lane	INT	2	1
P14	14 Pettycoat Lane	V		N/A
P15	15 Pettycoat Lane	V		N/A
P16	16 Pettycoat Lane	INT	5	3
P17	17 Pettycoat Lane	V		N/A
T01	1 Tuxedo Row	INT	4	2
T02	2 Tuxedo Row	INT	5	3
T03	3 Tuxedo Row	DS		N/A
T04	4 Tuxedo Row	INT	1	1
T05	5 Tuxedo Row	INT	4	2
T06	6 Tuxedo Row	INT	2	2
T07	7 Tuxedo Row	INT	4	3
T08	8 Tuxedo Row	INT	6	4
T09	9 Tuxedo Row	INT	5	4
T10	10 Tuxedo Row	INT	8	4
T11	11 Tuxedo Row	INT	4	3
W01	2851 Wagon Wheel #1	INT	3	2
W02	2851 Wagon Wheel #2	V		N/A
W03	2851 Wagon Wheel #3	V		N/A
W04	2851 Wagon Wheel #4	INT	1	1
W05	2851 Wagon Wheel #5	V		N/A
W06	2851 Wagon Wheel #6	DS		N/A
W07	2851 Wagon Wheel #7	V		N/A
W08	2851 Wagon Wheel #8	INT	1	1
W09	2851 Wagon Wheel #9	INT	2	2
W0A		V		N/A
W10	2851 Wagon Wheel #10	INT	1	1
W11	2851 Wagon Wheel #11	INT	2	2
W12	2851 Wagon Wheel #12	INT	2	2
W13	2851 Wagon Wheel #13	INT	1	1
W14	2851 Wagon Wheel #14	INT	1	1

W15	2851 Wagon Wheel #15	DS		N/A
W16	2851 Wagon Wheel #16	INT	2	2
W17	2851 Wagon Wheel #17	V		N/A
W18	2851 Wagon Wheel #18	V		N/A
W19	2851 Wagon Wheel #19	INT	2	1
W20	2851 Wagon Wheel #20	V		N/A
W21	2851 Wagon Wheel #21	V		N/A
W22	2851 Wagon Wheel #22	V		N/A
W23	2851 Wagon Wheel #23	V		N/A
W24	2851 Wagon Wheel #24	V		N/A
W25	2851 Wagon Wheel #25	V		N/A
W26	2851 Wagon Wheel #26	V		N/A
W27	2851 Wagon Wheel #27	V		N/A
W28	2851 Wagon Wheel #28	INT	2	1
W29	2851 Wagon Wheel #29	V		N/A
W30	2851 Wagon Wheel #30	DS		N/A
W31	2851 Wagon Wheel #31	V		N/A
W32	2851 Wagon Wheel #32	V		N/A
W35	2851 Wagon Wheel #35	V		N/A
W36	2851 Wagon Wheel #36	INT	2	1
W37	2851 Wagon Wheel #37	INT	1	1
W38	2851 Wagon Wheel #38	DS	1	N/A
W39	2851 Wagon Wheel #39	V		N/A
W40	2851 Wagon Wheel #40	V		N/A
W41	2851 Wagon Wheel #41	INT	1	1
W42	2851 Wagon Wheel #42	V		N/A
W43	2851 Wagon Wheel #43	V		N/A
W44	2851 Wagon Wheel #44	INT	1	1
W45	2851 Wagon Wheel #45	INT	1	1
W46	2851 Wagon Wheel #46	V		N/A
W47	2851 Wagon Wheel #47	DS		N/A
W48	2851 Wagon Wheel #48	INT	4	3
W49	2851 Wagon Wheel #49	INT	4	4
W50	2851 Wagon Wheel #50	INT	1	1
W51	2851 Wagon Wheel #51	V		N/A
W52	2851 Wagon Wheel #52	INT	5	4
W53	2851 Wagon Wheel #53	V		N/A
W54	2851 Wagon Wheel #54	V		N/A
W55	2851 Wagon Wheel #55	INT	2	1
W56	2851 Wagon Wheel #56	INT	1	1
W57	2851 Wagon Wheel #57	INT	1	1
W58	2851 Wagon Wheel #58	INT	2	2
W61	2851 Wagon Wheel #61	INT	1	1
W62	2851 Wagon Wheel #62	INT	5	4
W63	2851 Wagon Wheel #63	INT	2	1
W64	2851 Wagon Wheel #64	V		N/A
W65	2851 Wagon Wheel #65	V		N/A
W66	2851 Wagon Wheel #66	INT	2	1
W67	2851 Wagon Wheel #67	INT	1	1
W68	2851 Wagon Wheel #68	V		N/A
W69	2851 Wagon Wheel #69	DS		N/A
W70	2851 Wagon Wheel #70	INT	3	2

W71	2851 Wagon Wheel #71	V		N/A
W72	2851 Wagon Wheel #72	V		N/A
W73	2851 Wagon Wheel #73	V		N/A
W74	2851 Wagon Wheel #74	V		N/A
W75	2851 Wagon Wheel #75	V		N/A
W76	2851 Wagon Wheel #76	V		N/A
W77	2851 Wagon Wheel #77	V		N/A
W78	2851 Wagon Wheel #78	INT	2	1
W79	2851 Wagon Wheel #79	V		N/A
W80	2851 Wagon Wheel #80	V		N/A
W81	2851 Wagon Wheel #81	V		N/A
W82	2851 Wagon Wheel #82	INT	1	1
W83	2851 Wagon Wheel #83	INT	2	2
W84	2851 Wagon Wheel #84	V		N/A
W85	2851 Wagon Wheel #85	INT	1	1
W86	2851 Wagon Wheel #86	INT	2	2
W87	2851 Wagon Wheel #87	INT	5	4
W88	2851Wagon Wheel #88	V		N/A
W88A		V		N/A
W89	2851 Wagon Wheel #89	DS		N/A
171				

Executed Voluntary Relocation Agreements

	Space Number	Tenant Name	
1	5 Surrey Circle	Richard Yanez	Vacant
2	11 Surrey Cirlce	Roderick Taylor	Vacant
3	14 Surrey Circle	Maria Tellez	Vacant
4	15 Surrey Circle	Francisco Campos	Vacant
5	16 Surrey Cirlce	Everardo G. Dominguez	Vacant
6	18 Surrey Cirlce	Veronica Robles	Vacant
7	19 Surrey Cirlce	Stanley Smith	
8	20 Surrey Cirlce	Salvador Juarez Torres	Vacant
9	33 Surrey Cirlce	Adriana M. Perez	Vacant
10	34 Surrey Cirlce	Jaime Garcia	Vacant
11	38 Surrey Cirlce	Maria Medina Perez	
12	39 Surrey Cirlce	Oscar Tellez Lemus	Vacant
13	47 Surrey Cirlce	Eldon Hawkins	Vacant
14	51 Surrey Cirlce	Belinda Garcia	
15	Petticoat 4	Christina/Sergio Manzo	Vacant
16	Petticoat 11	Jesus Rodriguez	Vacant
17	Petticoat 15	H. Manning	Vacant
18	Petticoat 17	Salvador Buenrostro	Vacant
19	Tuxedo 11	Caesar Tapia	
20	W04	Leslie Garrett	
21	W06	Gary Wollemann	
22	W07	James W Ponsler	Vancant
23	W08	Joyce D. Ledbetter	
24	W09	Marianito Lazo	
25	W10	Emile Dugas	
26	W11	Stevan B. Hester	
27	W12	Loretta A. Luna	
28	W13	Rowla Jean Styles	
29	W14	Donald C. Kent	
30	W15	Ralph G. Sebastian	
31	W19	Lyman Goble	
32	W24	Ron Fruchey	
33	W28	Lee M. Bowman	
34	W30	John R. Osenbaugh	
35	W36	Michael R. Furdek	
36	W37	Virginia Brown	
37	W38	John Medeiros	
38	W41	Andrew Elliott	
39	W44	Richard O. Lowery	
40	W45	Mary S. M. Zosimo	
41	W46	Bryan A. McArthur	Vacant
42	W47	Vicky Young	
43	W49	S. Bailey	
44	W50	Midge Bradford	
45	W54	Earl T. Pili	Vacant
46	W55	Lois L. Thompson	
47	W56	Hans Weeren	
48	W57	Johnny Walker Trott	
49	W61	Francene Reed	
50	W63	M. Addison	
51	W66	Bill Drow	

Executed Voluntary Relocation Agreements

52	W67	Sylvia Rojas	
53	W69	Jacqueline Corlew	
54	W70	Hermilo Arroyo	
55	W78	George Broding	
56	W82	Danyele LeBelle	
57	W83	Barbara Flynn	
58	W85	David Kerill	
58	W86	Dora Washington	
60	W0A	Carl Padilla	Vacant
61	W03	Carlos DeLira	Vacant

Address	Status		NADA Value	Recreational Vehicle	3 X NADA VALUE		Relocation Payment	
Petticoat								
1	Occupied		$8,673.19		$26,019.57		$38,000.00	
2	Occupied		$29,428.61		$88,285.83		$70,000.00	
3	Occupied		$8,685.12		$26,055.36		$38,000.00	
4	Vacant							
5	Occupied		$7,687.20		$23,061.60		$38,000.00	
6	Occupied		$23,694.64		$71,083.92		$70,000.00	
7	Occupied		$16,464.15		$49,392.45		$49,392.45	
8	Occupied		$13,053.18		$39,159.54		$39,159.54	
9	Occupied		$9,243.24		$27,729.72		$38,000.00	
10	Occupied		$12,365.70		$37,097.10		$38,000.00	
11	Vacant							
12	Occupied		$8,913.54		$26,740.62		$38,000.00	
13	Occupied		$14,620.73		$43,862.19		$43,862.19	
14	Occupied		$9,486.84		$28,460.52		$38,000.00	
15	Vacant							
16	Occupied		$9,186.14		$27,558.42		$38,000.00	
17	Vacant							
Surrey								
1	Occupied		$9,848.33		$29,544.99		$38,000.00	
2	Occupied		$12,993.31		$38,979.93		$38,979.93	
3	Occupied		$14,646.32		$43,938.96		$43,938.96	
4	Occupied		$10,804.13		$32,412.39		$38,000.00	
5	Vacant							
6	Occupied		$9,158.85		$27,476.55		$38,000.00	
7	Occupied		$7,937.89		$23,813.67		$38,000.00	
8	Occupied		$6,597.82		$19,793.46		$38,000.00	
9	Occupied		$7,278.28		$21,834.84		$38,000.00	
10	Occupied		$15,944.38		$47,833.14		$47,833.14	
11	Vacant							
12	Occupied		$10,615.08				$38,000.00	

Address	Status	NADA Value	3 X NADA VALUE	Relocation Payment
Surrey (cont.)				
13	Occupied	$21,174.14	$63,522.42	$63,522.42
14	Vacant			
15	Vacant			
16	Vacant			
17	Occupied	$7,654.89	$22,964.67	$38,000.00
18	Vacant			
19	VRA			
20	Vacant			
21	Occupied	$10,033.38	$30,100.14	$38,000.00
22	Occupied	$7,567.26	$22,701.78	$38,000.00
23	Occupied	$10,388.01	$31,164.03	$38,000.00
24	Occupied	$26,406.37	$79,219.11	$70,000.00
25	Occupied	$14,313.02	$42,939.06	$42,939.06
26	Occupied	$6,976.79	$20,930.37	$38,000.00
27	Occupied	$10,274.77	$30,824.31	$38,000.00
28	Occupied	$11,750.28	$35,250.84	$38,000.00
29	Occupied	$13,196.18	$39,588.54	$39,588.54
30	Occupied	$10,413.83	$31,241.49	$38,000.00
31	Occupied	$15,200.13	$45,600.39	$45,600.39
32	Occupied	$7,075.73	$21,227.19	$38,000.00
33	Vacant			
34	Vacant			
35	Occupied	$15,477.98	$46,433.94	$46,433.94
36	Occupied	$8,986.80	$26,960.40	$38,000.00
37	Occupied	$11,453.84	$34,361.52	$38,000.00
38	VRA			
39	Vacant			
40	Occupied	$10,742.61	$32,227.83	$38,000.00
41	Occupied	$7,597.18	$22,791.54	$38,000.00
42	Occupied	$18,008.86	$54,026.58	$54,026.58
43	Occupied	$8,667.52	$26,002.56	$38,000.00
44	Occupied	$24,596.53	$73,789.59	$70,000.00
45	Occupied	$12,011.25	$36,033.75	$38,000.00
46	Occupied	$40,000.00	$120,000.00	$70,000.00

Address	Status		NADA Value		3 X NADA VALUE		Relocation Payment	
Surrey (cont.)								
47	Vacant							
48	Occupied		$9,575.44		$28,726.32		$38,000.00	
49	Occupied		$20,000.00		$60,000.00		$60,000.00	
50	Occupied		$21,174.14		$63,522.42		$63,522.42	
51	VRA							
52	Occupied		$10,523.10		$31,569.30		$38,000.00	
53	Occupied		$20,050.60		$60,151.80		$60,151.80	
54	Occupied		$7,811.77		$23,435.31		$38,000.00	
55	Occupied		$24,257.95		$72,773.85		$70,000.00	
56	Occupied		$11,557.60		$34,672.80		$38,000.00	
Tuxedo								
1	Occupied		$26,000.15		$78,000.45		$70,000.00	
2	Occupied		$9,414.62		$28,243.86		$38,000.00	
3	Occupied		$15,434.61		$46,303.83		$46,303.83	
4	Occupied		$15,703.85		$47,111.55		$47,111.55	
5	Occupied		$7,308.60		$21,925.80		$38,000.00	
6	Occupied		$7,567.26		$22,701.78		$38,000.00	
7	Occupied		$18,585.80		$55,757.40		$55,757.40	
8	Occupied		$10,973.20		$32,919.60		$38,000.00	
9	Occupied		$7,075.73		$21,227.19		$38,000.00	
10	Occupied		$18,487.93		$55,463.79		$55,463.79	
11	VRA							
Wagon Wheel								
				RV VALUE				
1	Occupied		$7,075.73		$21,227.19		$38,000.00	
2	Vacant							
3	Vacant							
4	VRA							
5	Vacant							

Address	Status		NADA Value	RV VALUE	3 X NADA VALUE		Relocation Payment	
Wagon Wheel (cont.)								
6	VRA							
7	Vacant							
8	VRA							
9	VRA							
10	VRA							
11	VRA							
12	VRA							
13	VRA							
14	VRA							
15	VRA							
16	Occupied		$7,634.28		$22,902.84		$38,000.00	
17	Vacant							
18	Vacant							
19	VRA							
20	Vacant							
21	Vacant							
22	Vacant							
23	Vacant							
24	VRA							
25	Vacant							
26	Vacant							
27	Vacant							
28	VRA							
29	Vacant							
30	VRA							
31	Vacant							
32	Vacant							
35	Vacant							
36	VRA							
37	VRA							
38	VRA							

Address	Status		NADA Value	RV VALUE	3 X NADA VALUE		Relocation Payment	
Wagon Wheel (cont.)								
39	Vacant							
40	Occupied			$2,500.00			$2,500.00	
41	VRA							
42	Vacant							
43	Vacant							
44	VRA							
45	VRA							
46	Vacant							
47	VRA							
48	Occupied		$9,650.34		$28,951.02		$38,000.00	
49	VRA							
50	VRA							
51	Vacant							
52	Occupied		$7,075.73		$20,930.37		$38,000.00	
53	Vacant							
54	Vacant							
55	VRA							
56	VRA							
57	VRA							
58	Occupied		$7,934.02		$23,802.06		$38,000.00	
59	Vacant							
60	Vacant							
61	VRA							
62	Occupied		$7,422.52		$22,267.56		$38,000.00	
63	VRA							
64	Vacant							
65	Vacant							
66	VRA							
67	VRA							
68	Vacant							
69	VRA							
70	VRA							
71	Vacant							
72	Vacant							

Address	Status		NADA Value	RV VALUE	3 X NADA VALUE		Relocation Payment	
Wagon Wheel (cont.)								
73	Vacant							
74	Vacant							
75	Vacant							
76	Vacant							
77	Vacant							
78	VRA							
79	Vacant							
80	Vacant							
81	Vacant							
82	VRA							
83	VRA							
84	Vacant							
85	VRA							
86	VRA							
87	Occupied		15942.32		$47,826.96		$47,826.96	
88	Vacant							
88A	Vacant							
89	Occupied		7453.53		$22,360.59		$38,000.00	
0A	Vacant							