CALIFORNIA LEGISLATURE

SENATE SELECT COMMITTEE
ON
MOBILE AND MANUFACTURED HOMES

Senator Joseph L. Dunn
Chair

Hearing Transcript & Report on

MOBILEHOME PARK MANAGEMENT PROBLEMS

OCTOBER 19, 2004

GARDEN GROVE, CALIFORNIA

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State of California
Senate Select Committee on Mobile and Manufactured Homes

October 19, 2004 Hearing

on

"MobileHome Park Management Problems"

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BACKGROUND

Senate Select Committee on Mobile and Manufactured Homes
Informational Hearing

Mobilehome Park Management Problems

Tuesday, October 19, 2004
Garden Grove Community Center
11300 Stanford, Garden Grove, CA
9:30 a.m. - Noon

Briefing Paper

Hearing Procedure

The purpose of the hearing is to provide a public forum for the airing and discussion of manufactured home community and mobilehome park management (manager) problems. Notice of the hearing has been published in the Senate File, and a press release was distributed to members of the Legislature, mobilehome periodicals, mobilehome organizations, and various interested parties. An agenda (see attached) of those who notified the committee ahead of time that they wished to testify has been published, and those persons will be called upon by the Chair in the order as they appear on the agenda. When the Chair calls upon witnesses, they should state their name and hometown for the record. Comments should be specific and to the point, avoiding repetition of cases already presented by other witnesses. Each witness should limit his or her testimony to approximately 3-5 minutes, exclusive of questions from the members of the Committee. Witnesses who have written statements should provide a copy to the committee assistant. Those persons who did not sign up to speak and are not listed on the agenda will only be heard at the end of the scheduled testimony if time allows. This hearing will be recorded for later transcription and questions from the audience or extemporaneous statements not addressed through a microphone will not be recorded. Those with written information, in lieu of testimony, may submit it to the Committee for inclusion in the record, at the option of the Committee. A hearing transcript and report will be published in 60 to 90 days.

Background

There are approximately 4,850 mobilehome parks and manufactured housing communities in California providing spaces for an estimated 675,000 residents. For purposes of this paper, the terms "manufactured home" and "mobilehome" will be used interchangeably. A mobilehome park is an area or tract of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation. A mobilehome park is similar to subdivision or a common interest development, with streets and utilities and sometimes a clubhouse or other recreational facilities. The land along the streets is divided into spaces separated and identified by lot

markers, and spaces usually consist of a utility pedestal for electric, gas and water hookup, a driveway and an area or pad for installation of a mobilehome or manufactured home. The park owner normally hires a manager or a management company to operate and maintain the park. Manufactured home owners enter into a rental agreement or lease with the management to locate their homes on the spaces.

Mobilehome park owners hire managers to perform various functions in the operation of the park, such as collecting the rent, reading utility meters, providing security in the park, arranging for the use of the clubhouse or recreational facilities, if any, enforcing the park rules, providing various notices required by law to the residents, maintaining or overseeing the maintenance of the park, managing the office and books, and dealing with homeowner/resident complaints, among other duties.

Some parks are operated by professional property management companies that select and train site managers. The Western Manufactured Housing Communities Association (WMA) has their own management training program available to member parks. Other parks, usually smaller older parks, hire whomever they can find, sometimes even a long-term resident, to collect the rent, oversee maintenance, and run the office. Sometimes these individuals may be more akin to caretakers than managers. The Health and Safety Code (Sec. 18603) requires a responsible person to be available in emergencies who has knowledge of the common area facilities and utility systems, and in parks of 50 or more spaces that person must reside in the park. The person must be reachable by phone, cell phone, answering service or pager to respond in the case of emergencies. This person is not specifically required by law to be the site manager, but any person so designated by the park to fulfill that responsibility.

Manager Problems

The number of complaints to the Committee about manager problems has increased in the last few years. Testimony that the Committee will hear will illustrate the management problems, which some residents contend necessitate reform. In summary, these often involve disputes between the manager and a resident or residents regarding enforcement of the park rules, unwillingness of the management to approve the resale of a mobilehome in the park, utility billing and meter reading or a number of other issues. Sometimes this tension between the residents and the site manager is the result of a lack of communication on both sides or it may involve the attitude of the resident or the manager. Not infrequently residents perceive that the manager is harassing or otherwise mistreating them, particularly if the manager threatens them. In other cases it is simply a matter of alleged neglect or incompetence on the park of the manager. Residents contend that the lack of information or knowledge on the part of managers, particularly of the

Mobilehome Residency Law, leads to the management's refusal to recognize certain resident rights. This in turn leads to confrontation and bitterness between the park resident(s) and the manager. A common complaint to the Select Committee is that some parks deal with residents in a heavy-handed fashion, intimidating them through threats of reprisal or eviction if they complain about park health and safety violations or the enforcement or lack of enforcement of park rules. On the other hand, the park industry argues that in many cases a dispute is just as much the fault of the homeowner as the manager. Moreover, they point out that the major state park association already has a training program and that the costs of administering and enforcing legislatively mandated manager licensing and training program will drive up the cost of housing in mobilehome parks without guaranteeing that manager-homeowner disputes will or can be resolved, notwithstanding such licensing.

Resolution

The Committee is looking for constructive suggestions and ideas to resolve the management problems. To date, a few have already been suggested to the Committee including:

State Licensing or Certification of Managers: A number of mobilehome owners believe the state should license or certify park managers, much like mobilehome dealers, real estate brokers, contractors or others who are licensed by the state for the protection of the public or their clients. Presumably this would involve some basic qualifications, testing, a certification procedure and perhaps continuing education. Such a requirement should establish statewide standards for the qualifications of mobilehome park managers, which could improve the confrontational atmosphere in some parks. But the Committee reviewed this proposal back in 1983 and Committee members were concerned about the costs and additional bureaucracy.

ADR: A mediation or alternate dispute resolution process (ADR) may be another option. A few advocates have pointed out that common interest developments have an ADR process for many disputes arising out of the provisions of the Davis-Stirling Common Interest Development Act between homeowner associations/management and their member homeowners. This process attempts to find a way to resolve disputes short of legal action but is not binding arbitration. ADR does not foreclose the possibility of litigation but just attempts to avoid it. To the extent that mobilehome park manager/homeowner disputes are analogous, an ADR process could be established for parks. It is not clear, however, who would mediate the dispute and how the costs would

be allocated. A variation of this concept would be enforcement by an administrative entity that can promote ADR but ultimately impose some kind of sanctions for failure of the parties to cooperate.

Oversight Agency: Another idea is the creation of a state oversight agency, similar to that which the Law Revision Commission has suggested for resolving disputes between the management/board of directors and homeowners in common interest developments (CID) through informal complaints and mediation under the auspices of the Department of Consumer Affairs. The Law Revision Commission's proposal also envisions providing the public with information about laws governing CID's and development of training courses for association officers. The state Department of Housing and Community Development's (HCD) Ombudsman could be expanded to authorize similar oversight and resolution of mobilehome park management and homeowner disputes, or another state agency, such as Consumer Affairs or the Attorney General's Office could be empowered to handle these cases.

It is not clear how the cost of such an expanded bureaucracy would be financed or how such an expansion in and of itself squares with the current Governor's efforts to streamline and reduce state bureaucracy. The Law Revision Commission's suggestion for such an oversight agency for CID's is that it could be funded with a $10 or $20 per unit (home) fee that homeowner associations would pay and presumably in turn collect from their homeowners.

Standard of Care: Some have suggested the Legislature enact a statutory standard of conduct for park managers, the breach of which would subject parks and managers to increased civil liability and give residents a leg up in suing them for an alleged breach of care – e.g. failure to enforce park rules uniformly among all residents, failure to respond in the event of a major emergency, etc. The concept of this idea is to presumably encourage parks to train their managers or hire more professional people who would be less likely to breach the code of conduct and subject the park to liability. However, exposure to additional liability could also add to the cost of operating parks, particularly the cost of liability insurance.

The Committee will no doubt hear other recommendations or suggestions for dealing with park manager issues at the October 19th hearing.

# # #

WITNESSES

October 19, 2004 Hearing of the
Senate Select Committee on Mobile and Manufactured Homes

"MobileHome Park Management Problems"

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HEARING TRANSCRIPT

Select Committee on
Mobile and Manufactured Homes

Informational Hearing on
Mobilehome Park Management Problems

Senator Joseph Dunn, Chair

Garden Grove, California
October 19, 2004

SENATOR JOSEPH DUNN: Good morning, everybody. Why don't we get folks settled in and seated in our wonderful community room here in Garden Grove.

Good morning, everyone. I think probably everybody in this room knows the two of us who are sitting up here today. But for those of you who do not, who wandered in thinking this was a complex seminar on IRS regulations (laughter), it's not. I'm Senator Joe Dunn, and sitting next to me is the chief consultant to the Senate Select Committee on Mobile and Manufactured Homes, John Tennyson. On behalf of both of us, I'd like to welcome you here to our Select Committee hearing on the issue of Mobilehome Park Manager Problems.

I'll get to some introductory comments in just a second. Let me go through some housekeeping affairs first. But before we do that, we've asked Steve Gullage from GSMOL over here to lead us in the Pledge of Allegiance. So if I can ask everybody to stand for a moment.

Steve.

MR. STEVE GULLAGE: Would you join me, Ladies and Gentlemen, to pledge allegiance to our flag.

(Pledge of Allegiance)

MR. GULLAGE: Thank you.

SENATOR DUNN: Steve, thank you very, very much.

Now let me get to some housekeeping affairs. I'll do this quickly. Some of you have been to our hearings before. You know I do this at breakneck speed because I

think most everybody has been through one or more of our hearings over the course of the last six years and most of it is old news. But for any newcomers, I just want to make sure that everybody is aware of our ground rules and other information available. We have extended invitations to all the other members of the committee, as well as the local legislators, both Democrat and Republican. Unfortunately, it looks like we're going to be on solo flight today. That's okay.

We will be sharing all of the information we've gathered today with the others that serve on this committee on the Senate side, its companion committee over on the Assembly side of the legislature, as well as to other legislators who want the information. There are some who, even though they don't serve on the two select committees, are very involved in mobile and manufactured home issues and have been over the years. We'll certainly share with them as well too.

We did invite some of the local elected officials from our host city of Garden Grove where they may stop in over time. I'll introduce them if they arrive, if that should happen. But I do want to reiterate our thanks to the City of Garden Grove for providing this wonderful facility for us to have our hearing and also to GSMOL.

Steve, thank you again. And on behalf of us and everybody here, thanks to all of those at GSMOL for providing coffee and refreshments this morning.

The background materials—I'm sure most of you were given copies of it when you arrived this morning at our table. If you do not, at the front table, we do have a copy of the agenda, plus a briefing paper that goes into the background of these issues, as most of you are aware. Most of these are not new issues. We've heard about the complaints arising, relating to the park managers, for years now. But the briefing paper covers the history of it and some of the challenges in trying to wrestle the issue to the ground in a way that's fair to all involved. So, please, if you did not get a copy of the briefing paper, it's out at the table where you register.

I'm not going to give long introductory comments here because we're really here to listen to you, but I want to underscore something I said with respect to the briefing paper. The issue is not new. This is something that we have heard for many years now. We've heard many complaints arising out of the number of different parks relating to park managers. While we certainly will hear about your specific problem, if you're one of the individuals testifying, what we're most interested in is also your

comments on any potential solutions to the problems, and it's a problem that doesn't exist in all parks. There are parks, some parks, big parks, that have a wonderful relationship between park manager and residents. But unfortunately, in some of the other parks, the relationship is just downright bad. So we certainly are willing to listen to the complaints themselves. But, please, we also need your input on any practical solutions to the problem.

I want to underscore also for everybody—again, I think everyone here is aware of it—I can't guarantee any solution. If there was a solution to this longstanding problem, it would have been done a long time ago. It's a difficult one, a difficult one to manage everybody's interests in trying to be fair, trying to leave those parks that have a wonderful relationship between park manager and residents alone, yet trying to zero in to address those parks that have a problem. We're trying to figure out a solution that won't ultimately result in more costs to the residents themselves, which is a very, very difficult one because we know many residents are on fixed incomes. Even a slight increase in either the rent or the cost can be very problematic in managing their monthly budgets. So nobody walks away today, thinking, voilà, we've solved the problem. We don't really expect that. We're just seeking your guidance and your wisdom. We'll take it and try to deal with the issues in the upcoming legislative session.

As far as the witnesses, we already have some that have reserved time for testifying. We've got about 20, so we're going to go through the witnesses very quickly, and I need each and every one of the witnesses to be focused and disciplined on your comments. Some of us tend to wander when we get the microphone in front of us—yours truly included in that—but we need everybody to get right to the point about your situation and about your suggestions on how to solve this longstanding problem.

We're going to go in the order that John Tennyson has figured out. You know, if you're already on the agenda, but I'll be calling everybody up in twos or threes and we're just going to keep rotating through until we get everybody.

If we have time at the end of the agenda of those who have reserved time to testify, and there are others who are not on the agenda, we will take additional folks. However, I'm guessing we're not going to have that time, to be honest. In any

committee ever run by Senator Joe Dunn, we've never had extra time at the end. I'm not optimistic we'll have it this time either.

We want each of the witnesses—just remember this, when you sit and start your comments, I want you to start by introducing yourself and the city in which you live. I know that there are some folks who just prefer not to identify and tell us the park that they live in. That's fine; we'll respect that. But if I'm the first witness, hi, I'm Joe Dunn, and I live in the City of Santa Ana, then, boom, get it right into your comment at that point in time.

We are going to enforce a time limit here. We're giving everybody three to five minutes. We'll try to be patient if somebody's going a little bit longer than that, but John is our enforcer on that. So you're going to see John, if you start to wander past that five minutes, first give me very subtle hints, and then eventually just turn off the microphone. So we ask you to keep your comments as short as possible.

We also will today, as we do at every single one of our hearings, accept written submissions afterwards, that is, if you did not get a chance to testify today, we apologize for that. But, please, send us a letter with the information you wanted to share publicly here. We are going to put that information together to make it available publicly so that everybody has access to all of the information that we garnered from this hearing, whether it's from oral testimony or by written submission as well too.

We are doing the recording of this particular hearing. So remember that the things you say will be permanently etched in the memory of all and recorded for posterity's sake, but those recordings and the reports from this hearing will also be made available at some time in the future, probably not until shortly after the first of the year, but it will be available when done.

As far as any comments from the audience during the testimony, we ask you not to do that. I know that many issues arising out of our mobilehome park community sometimes can have a high level of emotion attached to them. I get it; I understand that. Sometimes, when someone is making a comment, we get someone in the audience, who either boo's or yeah's, et cetera. None of that. We want everybody to have an opportunity to give their testimony without editorial comment from the audience at large, so we want to be respectful to all the witnesses. I'm not expecting we'll have any disruption here. But if we do, we've got two of our Sergeants-

at-Arms, both Ken and Wayne, who are over here, and here to monitor the hearings today as well too, although I'm not expecting any problems. We will take a break halfway through the testimony. Well, I'll just let everybody know so that everybody can enjoy the coffee; but, of course, during the hearing and so forth, you can wander over and pick up coffee as well.

John, unless I'm forgetting anything, did we cover it all?

MR. JOHN TENNYSON: Yes.

SENATOR DUNN: My only introductory comments are, and I think I've probably touched on them several times, is that the issue of the relationship between residents and park managers has been a longstanding issue and has been problematic in a number of parks on an ongoing basis throughout the State of California. I don't know of anybody who doesn't want to solve this problem—both park residents, the resident organizations, the park owners, the park owner organizations—all would like to find a way to ensure that park managers are professional, respectful, and do their job. I suspect probably the majority fall into that category. It's how to resolve the problems arising out of those parks that have a park manager that doesn't fit the description that I just gave, that is, respectful and professional, et cetera, and we just haven't found any answer that is realistic as of yet. As I mentioned, some carry huge costs with them that ultimately would be borne by the residents. We don't want to do that. Others don't seem to be effective. They may be nice in theory but in practice wouldn't work. So we really haven't quite found ourselves in a place yet where we think there is an answer that will satisfy all interests. Although in my experience, all the interests involved in our parks throughout the State of California would very much like a resolution so that we could have a peaceful relationship in every single one of our mobilehome and manufactured home communities throughout the State of California. That's what today is all about, one more step in our effort to get to such a goal.

Without any further ado, let us bring up our first three witnesses, and they are—and I'm just going in the order that we have them on our agenda—Ann Belin—I hope I pronounced that correctly—Katherine Harris, and Don Hunter.

Do we have any of them? (Pause) You've been through it before. If you can't see in the back, we've got a table up front here with three chairs and a microphone. As you know, speak right into the mike.

MR. DON HUNTER: Thank you, Senator.

My name is Don Hunter. I live in Costa Mesa, Orange County, California. I've been a resident of mobilehomes, manufactured homes, since 1952. I never could understand why everybody didn't want to live in mobilehome. However, I've got to rephrase that.

In the last ten years, approximately 15 years, the managers in most of the parks have been so horrendous, that I don't know why anybody would want to live in one. I'm not going to go into each and every issue, but I have experienced personally all kinds of problems with management as well as when I was an officer with Golden State Mobilehome Owners League. I would get 18 to 34 calls a day on my answering machine. I'd return each and every call, and almost 95 percent of them had to do with management, harassment, unprofessionalism, et cetera, et cetera, and abuse of the Mobilehome Residency Law.

We just gave the Pledge of Allegiance. It always amazes in that it says "justice for all." I think that's all the mobilehome owners, manufactured homeowners, really want, is justice. And the only unfortunate part where justice has come into the picture is through court action, civil codes. It's expensive, and most of the people who live in mobilehomes are not familiar with it and it frightens them to death. I personally had filed lawsuits on my own on behalf against three park owners, the managers, and I have won every case, plus a manufacturer.

My recommendation has been for a long time, management should be licensed. They should have to pass certain tests, requirements, education, and so forth to obtain a license. However, I am strongly against the cost of that being saddled on the residents. Park managers work for the owner. The owner should foot this bill, not the residents, so I would be opposed to that part of it. But I have found, in my experience, most of the managers I've had problems with had no professionalism whatsoever; worse, they were hardcore alcoholics. I am really elated that somebody now has really taken a realistic look at this, and thank you so very much for your time.

SENATOR DUNN: Don, thank you very much for coming this morning as well too.

One more shot on either Ann Belin or Katherine Harris here today? No? We'll move on.

Our next three—if I can have all three come forward—Richard Price, Brenda Schock, and Joe Sullivan.

SENATOR DUNN: Get right into the microphone so that everybody can hear, okay?

MR. JOE SULLIVAN: First, I'd like to thank you, Senator Dunn, for this opportunity to attend and speak at these hearings. I'm Joe Sullivan, manufactured housing dealer and realtor. We've all heard these management horror stories. Today, I want to touch briefly on some possible solutions.

Before I begin, I want to present you with this framed cartoon by John Collins, a Long Beach artist and friend. It was first published in my newsletter, *Mobilehome Living*. I hope it will remind you of this hearing and the job that must be done here.

SENATOR DUNN: Joe. That's okay. Our sergeant will take it. Thank you.

MR. SULLIVAN: We appreciate your support on the first Right of Refusal bill. Please do not give up on this important right. If homeowners owned their own park, they'd be able to fire bad management. (Laughter)

SENATOR DUNN: Can I interrupt for a moment?

MR. SULLIVAN: Sure.

SENATOR DUNN: I just want the audience to know what the cartoon says that Joe just presented to the committee. It has two individuals playing pool, and one is saying to the other, "We moved for religious reasons. The park manager thought he was God." (Laughter and Applause)

I'm sorry to interrupt.

MR. SULLIVAN: If homeowners owned their own park, they'd be able to fire bad management. While this won't solve all our problems, it'd be a terrific start.

I mailed my publication to your office, and perhaps you missed my article which pointed out there is precedence for this law in real estate. When they convert apartments to condominiums, the residents had the first right to buy. I think the same thing should apply to us. The HCD investigator in our area tells me he has over

250 complaints on which he is currently working. When he submits a complaint to a district attorney in the area, where a park manager has actually violated the Mobilehome Residency Act, most of the time, they will not prosecute if they claim they have bigger fish to fry. I believe they think that HCD should handle it, and HCD has no real power over park managers. It is time to license park managers with the burden of continuing education. HCD does not want this job. Let's give it to the real estate where it belongs. These parks are real property. Real estate does a better job of enforcement. Heavy fines and the risk of managers losing their jobs should stop a lot of our problems.

A park manager admitted to me that he gets away with so much because most residents do not know the law. The only answer to unlawful acts is effective, meaningful, and swift justice. Make park owners and their managers accountable. And the way to do this is make them get a license. I see a trend where people are losing their homes so that park owners can bring in new homes and thereby upgrade their parks. I call this borderline legal but unethical. You get behind in your space rent for any reason and the park refuses to take your rent. They will not let you sell your home on site, and here are two changes I feel are necessary to be made.

We have a speaker today, if she's here, Alethia Cole, who I represented, that in fact lost her home because of this problem. Parks must accept the rent, no matter who pays it. This has been a problem. Homeowners need a period of time to reinstate bad rents without the very real threat of losing your home. It's ridiculous to lose a home worth $50,000, $60,000 because you were late on your rent. I, myself, lost a home in a park because HCD made a mistake and did not get my name on the title as legal owner. My home was sold. I never received notice. I received nothing from the foreclosure sale, although there was an obligation owing to me of over $10,000 without the interest.

Senator, we need title insurance on our homes. The time has come.

Thank you very much, sir.

SENATOR DUNN: Joe, thank you very, very much.

On behalf of the committee, we thank you for the cartoon. (Applause)

MS. BRENDA SCHOCK: Sorry for the inconvenience.

SENATOR DUNN: No. None whatsoever. You may want to go onto the side. It might be easier.

MS. SCHOCK: No. Actually, this is fine.

SENATOR DUNN: Okay.

MS. SCHOCK: Sergeant, if you would, I'd like for you to hand this to Senator Dunn. Senator, I'm going to make this as brief as possible, but this is not an easy problem and it's not an easy situation that's occurring at our park today.

My name is Brenda Schock. I live in Huntington Shore...

SENATOR DUNN: Move the mike just a little closer to you so we can get...

MS. SCHOCK: I'm sorry.

SENATOR DUNN: That's all right.

MS. SCHOCK: My name is Brenda Schock. I live in Huntington Beach, and I reside in the mobilehome park of Huntington Shorecliffs. I have no qualms about giving names, dates, and addresses, as I and others want this as a matter of public record.

The first thing I want to do is to thank you and your committee for holding this hearing and attempt to solve the problems between managers, owners, and mobilehome park residents. I recognize the tremendous efforts and I followed your work carefully in the last couple of years, and your efforts alone have had great meaning to all of us and to improving mobilehome living, and you strive for fairness for the mobilehome residents. And if nobody stopped to say thank you, we do and I do.

Now in 2003, we received new managers in place of old managers of 11 years, Wayne and Dorothy Bairds, who were fired by the new management. That particular act did result in legal action. They were in favor of a settlement towards the fired managers. The then general managers, which is known as the Bendetti Group—and if I'm not wrong, this name must sound familiar to you—and the property owners, the Rohrs family, assigned one of their personnel, Mr. Bill Mechum, to manage the park and in turn employed—he in turn employed one Elaine Krammer as his assistant manager. Ms. Krammer herself was the subject of a lawsuit brought by a mobilehome park against her and the Bendetti Group and the then manager Bill Mechum.

The citation on that is *Fernwood Mobilehome Park vs. Almeyda.* It went up to the fourth district. You're familiar with this case? Okay. They then brought these

people in to manage our park, after this case was appealed in 2002, still rendering in favor of the plaintiffs.

Additionally that year, the Rohrs family, the Bendetti Group, and the Mechums removed a much-demanded laundry room, which I personally know that you have knowledge of, and converted this thing into a real estate office on premises for a realtor by the name of Family Homes. Family Homes then proceeded to bring in homes manufactured by Cavco. Additionally, all homes within the park that were there for resale went through Family Homes. A large sign was placed in the entrance of the park noting that Huntington Shorecliffs, a senior park, was now being advertised as "Family Homes." This caused many complaints, as you can imagine, as carloads of families with small children appeared. Other real estate agents complained about the restraint of trade from doing business in the park. And when investigated, I personally discovered that they were in fact advocating a family home environment which would eventually lead to an adult park status.

A letter was written to you personally, and you informed us that the particular problem would most likely fall under the jurisdiction of the City of Huntington Beach. We did in turn go to Huntington Beach. We got a restraining order removing Family Homes from the premises; and later on, the sign, but the sign took longer for them, for Bill Mechum, to remove. I have copies of many—let me interrupt by saying I have copies and documentations on the way. They're voluminous, which is why I didn't bring them today. I'm going to have them delivered to your Garden Grove office, hopefully, by the end of next week.

There were also complaints about inspections, and I'm personally privy to this taking place on the premises by the managers and ordering repairs in accordance with new rules and regulations that were brought in to supersede the old rules and regulations. They were just brought in one day. The repairs necessary in accordance with these new rules and regulations were often too costly for the seniors and the widows to meet. Consequently, a "financial manager" was recommended and referred by the managers, mostly Elaine Krammer, and the home was eventually sold to Family Homes where the fair market value is certainly questionable at best. Of course, the homes at this point are being towed out, no matter what condition they are in. New

homes are being placed in, and the average market on the new homes coming into our park is $200,000 to $250,000.

The rules and regulations brought by the new managers were predicated upon the rules and regulations at a mobilehome park known as Lincoln Center in Cypress. Please note that Lincoln Center Mobilehome Park has sued successfully the Bendetti Group, and Bendetti and Mechum, resulting in at least one verdict for plaintiff in the sum of $2 million and that was on appeal as of December of last year. In the interim, another lawsuit has been filed by Lincoln against them again.

Elaine Krammer's employment was eventually terminated. Mechum then terminated his professional relationship with the Bendetti Group. And in the memorandum, he informed the residents that he had started a company and was now the sole manager of Huntington Shorecliffs. He brought with him to assist in managing our park a Vicki McCoy-Burke, former managers of Lincoln Center. Additionally, he married the other manager, Millie, and she too was brought in by him. Neither one of these women are seniors, yet Vicki McCoy-Burke resides on the premises in a home brought in to accommodate her which is listed at the selling price of $130,000. However, if you consider the attached garage that was thereafter built, her air conditioning, landscaping, the sum well exceeded $200,000 which the residents of the mobilehome park are paying for.

Her father was then brought in and is living in a separate unit on the premises, and his job is yet to be defined to any of the residents in the park. Ms. McCoy-Burke has also brought in her 24-year-old daughter and her 40-year-old ex-husband. Mrs. Burke is only 42 years old. Neither Ms. Burke nor her father absorbs the rent, the trash, water, insurance, or related cost of living at Huntington Shorecliffs Mobilehome Park.

Now in reviewing the Fair Housing Act, I have found many areas, but I have not found one that exempted the manager from living there if they are under the age of 55. At present, we received new regulations which are often contrary to the MRLs. We hired the law firm of Endemann, Lincoln, Turek and Heater, and apparently they have been negotiating to finality. But at this time, we have received nothing from Mechum. I personally have been told by him that we would receive our copies. However, it was about a month and a half ago.

The majority of the park did not sign these rules and regulations. This new regime is operating as if the rules and regulations are in full effect. In the memorandum dated January 16, 2004, Mechum—I'm referring to him as Mechum now—indicated that there would be increases in the following: property tax, insurance, and trash. The total sum of increases is $65,793.23 in pass-through costs. Our insurance alone increased $44,621.36. We have made numerous verbal and written requests for the original insurance policy and the original invoices. We have done the same with the property tax and the trash contract. As of this writing, neither the residents nor the supposed "homeowners association" has received this documentation under the Davis-Stirling Act. I'm going to refer you to the Davis-Stirling Act at that point.

SENATOR DUNN: As you can see, John is pointing—and I know you're coming to the closing part here, so I want you to wrap it up.

MS. SCHOCK: I know, and I am in closing.

I personally held a meeting on June 10 to inform the residents of exactly what was going on. On June 11, I got a letter from Mechum of intimidation and actually threatening and telling me that I could not use the clubhouse again, even though we have a legal right to meet, okay?

Mechum has finally brought in Advantage Homes. We're asking for scrutinization of this. They dominate the park. Although they're not on the premises, he has succeeded in doing the exact same thing with Advantage Homes that he had done with Family Homes. I personally was appraised -- having my coach, which is custom, priced at $120,000 by Advantage. Other realtors have priced it at $150(000) both times without any kind of background. We've had a mass exit in the park. In the month of August alone, we've had 56 exits, in one month. You know, we do have some senior citizens left. Our increases are going to be 18—I had a personal conversation with Mechum—18 percent in January of '06; and every year thereafter, 15 percent compounded; and at any time in that five-year interval, the lease itself can be cancelled.

How are we going to retire in that mobilehome park? I'm asking at this point—and the damage is not just economical—the damage to the spirit, the lifelong savings. Many of these senior citizens have been forced to move out of the park already and

forced to move in with their children which they don't want to do, and the damage to the spirit alone is just enormous of losing everything to greed and a lot of intimidation and a great deal of harassment. These senior citizens are frightened to live here now.

I'm asking that special attention be given to this park. I am going to provide you with all the documentation necessary to back up each and every allegation I've made in this statement, okay?

SENATOR DUNN: All right.

MS. SCHOCK: Okay? Thank you for your time.

SENATOR DUNN: Brenda, thank you very much.

MS. SCHOCK: Thank a lot of them for their tolerance.

SENATOR DUNN: Okay. Let me make sure this is the second panel of three. Richard Price. Is Richard down here anywhere? I want to make sure I don't miss him on our agenda.

Brenda, thank you very much for your testimony.

MS. SCHOCK: Thank you.

SENATOR DUNN: Let me go to our next three which I have listed as Susan Trear, Larry Rhinehart, and Milt Burdick. Let's bring all three up. We'll start with Susan.

MS. SUSAN TREAR: Thank you, Senator.

SENATOR DUNN: Bring it right up to you.

MS. TREAR: Thank you, Senator, and all committee members. This is all pretty new to me. I just found out about all this happening when things started happening to my mother.

I'm representing my mother today, a senior living in a park in Oceanside by the name of Mission View East. She's lived there 35 years since she was widowed at the age of 59, younger than I am now, and she has always lived alone. She is very reclusive, probably has never met the new managers who are—I think they've been there about six years. These are hostile people; these are aggressive people. We are talking today in my particular case about elder abuse, and I think that's what this is all about in many of these parks. These elders—well, mobilehome parks used to be a safe haven, and that's why my mother went there, and she's afraid every day. I go to bed at night, and I'm okay when I wake up in the morning, but she's not because she

doesn't know if these people are going to come onto her space with no notice and no reason and start cutting things down in her yard. Now that may not sound like much. But when she moved in there 35 years ago, my brother gave her two twisting junipers which had grown in 35 years to magnificent—we kept them trimmed. We did her gardening for her. It was perfect.

They came onto her property within the last year and a half or so, this one particular time; and mind you, she was recovering from an aortal aneurism which, you know, is a very serious thing. At about 8:00 in the morning, when she was still asleep, with chainsaws, a crew came in and began to decimate these trees. These trees were everything to her. She watched the doves every year in the spring. She watched the stray cats sleep underneath. It was part of her life. She used to garden a lot. When she was 30 years old, she worked in the shipyards and she burned steel and she burned perfect circles, and now she's afraid every day to wake up in the morning not knowing—this is not the first time, by the way, that they have come onto her property with no notice and no reason. I have confronted them about it, and I have taken photographs in that park and their other park that show other greenery and trees and bushes all around the coaches. Why hers? We don't know.

The managers, Gay and Richard Simmons—and I am going to put their name on the record today—told me that her name is on a list, that they won't tell me what that list is, but I'll tell you what I think it is, and we're speculating—I've talked to the Oceanside City Council—that she may be one of the lowest-paying renters in the park and that they are intimidating her to try to get her to move out or die. And I'm sorry, but that's not okay with me, and that's not how I intend for her to spend the rest of her years.

When I asked him to come down, he said he didn't know what the problem was.

SENATOR DUNN: If I may interrupt, which park is it? I know you identified the park for us.

MS. TREAR: Mission View East in Oceanside, 140 Douglas Drive.

In addition, anecdotally, I understand from the OMHA, the committee head in the park, that they have cut out quite a number of the recreational items like dinners and parties and things. They even had to argue to have a card room. I don't think that's right. I haven't investigated much into that because my mother is reclusive and

doesn't take part in those things anyway. But nevertheless, she has the right to if she wanted to.

Additionally, a person approached Gaye Simmons and said, this same person, the head of the OMHA, came to Ms. Simmons and asked why there was double parking allowed night after night in the park.

Ms. Simmons apparently said, "That's not the way you ask a question."

This is the type of management that they have right now. When I confronted Richard Simmons about my mother's twisted junipers cut flat to the ground, by the way—not one twig; they'll never grow again. He said that they were touching the coach, like this is not okay, like every other coach in the park didn't have bushes and trees.

SENATOR DUNN: Her own coach?

MS. TREAR: Her own coach. And next door to her, the entire coach is covered with vines, flowers, citrus trees. I have photographs, 50 photographs, that I've taken in that park that show coaches with much more than that, but that is really not the point.

SENATOR DUNN: Out of curiosity and just for complete factual information, was any legal action filed as a result of their...

MS. TREAR: No. My mother is...

SENATOR DUNN: I understand. It's not a criticism. I'm just curious...

MS. TREAR: No. We can't. And that's the other thing. As far as an arbitration or anything like that, I think the owners and managers know they have the seniors, quite a number of them, over a barrel, in spite of the fact that there are a few who go ahead and sue and they win and prevail. That is wonderful. But my mother is 92 years old, and she is not one of those people, and I think they know it, and they can come in and do as they wish.

SENATOR DUNN: John and I are taking notes here because I've asked him whether there's anything we can do, ignoring our hearing today, to help this particular situation and see what we can do.

MS. TREAR: I've talked with the owners...

SENATOR DUNN: ...seeing here, John and I are passing notes back and forth.

MS. TREAR: Okay. That's okay with me.

Additionally, they gave her a notice to trim, to cut down, a stand of, 15-foot stand of Eugenia that reaches 12 feet across, behind her coach.

SENATOR DUNN: On the space?

MS. TREAR: On the space.

SENATOR DUNN: So it's hers?

MS. TREAR: This is when it started to come to my attention because I thought, How is she going to do that? It's going to cost me $400 to get that stand of Eugenia trimmed. I had it costed out, not realizing the mobilehome residency laws are totally, totally against the laws for her to have to do that or spend any money or hire anyone. I knew I couldn't do it myself, and my brother had moved to Arizona. So I asked the owner, "*Why does she have to do this?*"

He looked it up and he said, "*No. You're right. She doesn't have to. We'll do it.*"

I said, "*Great. Why don't we agree that we trim it to the height of the root?*"

He said, "*Okay. It's a natural barrier. It's good.*"

So without warning, it was like two months later. No warning again, 8 o'clock in the morning, chainsaws, the whole thing. They ripped that hedge to shreds, in addition to which, they completely cut down her pink, flowering oleander to the ground and a giant—maybe you've seen this, with the large, curly leaves with a neck on it that was 12 feet tall—I personally had just taken care of it—to the ground, completely gone. They trampled all the rest of the flowers in her yard, and I'd like to know why, and they can't tell me.

As far as recommendations, definitely, we have to start with a standard of care, and we have to start with licensing. These people have to give up something when they harm elders in this way, and I'm not going to stand for it.

Thank you very much.

SENATOR DUNN: For clarification, I think—John, correct if I'm wrong—that her park is under rent control in that area?

MS. TREAR: Yes. It is.

MR. JOHN TENNYSON: Oceanside has rent control. We'll need her name and the name and address of the park. We'll check with the City of Oceanside.

MS. TREAR: I have been to the City Council in Oceanside just last week.

SENATOR DUNN: We'll see what we can do.

MS. TREAR: Okay. Thank you.

SENATOR DUNN: All right. Thank you.

Let's go onto our next witness, Larry Rhinehart.

Mr. Rhinehart.

MR. LARRY RHINEHART: Good morning, Chairman Dunn and Members of the Committee.

SENATOR DUNN: Member.

MR. RHINEHART: (Laughter) Member of the Committee.

I'm Larry Rhinehart, president of the Upland/El Dorado Homeowners Association, GSMOL, Chapter 728. I'm pleased to have an opportunity to speak to you today regarding what can or should be done to professionalize the function of mobilehome park management. It is clear that there are some, if not many, unprofessional, arbitrary, abusive and capricious park managers in the business. They thrive on the power and authority vested in them by the park owners. Frankly, there's not much of substance that I can add to what you've already heard today or have learned from your previous research into the problem. I will offer my opinion regarding what I believe would be your most effective course of legislative action. But before I do, I'd like to suggest a solution to a problem of equal importance and significance with respect to park rules and regulations.

Current law essentially ignores the residents' interests and concerns, as much as they only pay lip service to them in the progress and the process of negotiating modifications to existing rules and regulations by allowing the park owners and managers to unilaterally impose new rules with or without resident approval or concurrence. To correct this gross inequity, I would hope that you will sponsor legislation to require ratification by a majority of park residents prior to enactment. Many rules are already unnecessarily burdensome, heavy handed, and restrictive, without compounding the problem by allowing park owners and managers free reign in making them even more restrictive.

One of your greatest works would be to develop a universal set of rules and regulations that would protect the interests of both the residents and the park owners and managers, much like the Mobilehome Residency Law does. For reference, I've provided committee staff with a copy of the onerous, threatening, and intrusive rules

and regulations from my park. I hope that you will use them as a starting point to establish model rules and regulations. I'm of the strong opinion that poor rules and regulations are the root cause of poor management. Unless you address that problem, you'll not be able to effectively solve the bad manager problem.

Now with respect to dealing with the issue of mobilehome park management problems, I believe that you have a good handle on the issue and potential solutions. However, there are significant problems in each of the previously suggested ideas. I believe that state licensing or certification may be a good step in qualifying managers, but it is very likely it wouldn't take the meanness out of the basic character. Alternate dispute resolution may work in some instances; however, by definition, it requires a resident to stand up to park owners and managers, and most residents are fearful to do that. They know, that if they go against the caliber managers that are being addressed here today, that they will be singled out for punitive actions. Beyond that, the cost to staff and the costs to staff such a process would be prohibitive. No, I'm afraid that you'll have to solve the problem, not just hope that people will somehow just all get along. At a time when the state budget is upside down, an oversight agency is simply too costly. Suggestions to obtain the necessary funding from residents are folly. Many residents live on fixed income and simply can't afford such expense.

Of the noted suggestion, standard of care may be the most effective idea in the long term. However, the residents would again have to stand up to the managers to initiate enforcement. And although it may work in some cases, it generally would not. You have to remember that a great many mobilehome residents do not have the acumen nor the financial wherewithal to fight the fight on their own.

Here is my suggestion for how to effectively solve the problems of mobilehome residents. Controversial as it would be, I believe that the best solution would be for the state to establish a program to assist the residents to buy their parks or participate in operating their parks through nonprofit ownership. There could be legislation that would establish a process and timeframe to convert all parks to resident or nonprofit ownership. There are obviously issues that would have to be addressed in order to make it happen, but there is a working model to follow in the

form of the resident-owned parks branch of GSMOL. The toughest thing to do would be to encourage, force the park owners to give up their cash cows.

In summary, I encourage you not to merely address these issues but to solve them, once and for all.

Thank you for your attention and your sincere efforts to correct the very real problems that affect mobilehome park residents.

SENATOR DUNN: Larry, thank you very much. Thank you also for submitting your comments in writing. It helps us as we bring everything together. I know others present did that as well, so I appreciate it.

Milt, let's go to you.

MR. MILT BURDICK: Am I close enough to the mike?

SENATOR DUNN: I think everybody can hear, Milt. I think so, Milt.

If folks in the back can't, just raise your hand. I'll get the clue, and I'll get the witnesses to speak louder.

Go ahead.

MR. BURDICK: My name is Milt Burdick. I'm vice-president of Golden State Mobilehome Manufacturers League, Incorporated.

My opening comments are, we have a task force in Orange County, and some of the task force members say they wanted to take part in this meeting, but they had previous scheduling, and they made a request through me, that in the future, if you hold these types of hearings, to contact all the other people to be available prior to it—not that they're going to change it but just...

SENATOR DUNN: Let me interrupt you for a second, Milt.

What Milt's referring to is, some of the large park owner organizations actually did have a conflicting schedule for their annual convention and thus couldn't be here today. That's my apology that we crossed lines on that scheduling. It wasn't deliberate by any stretch of the imagination. But once we scheduled this one , then the rest of my schedule gets out of control, and so we felt it was important enough to go forward with the hearing.

I know that the representatives of the park owner organizations know they can submit their testimony as well too. It wasn't meant as a slight to anyone at all. We

certainly apologize for crossing those signals, and, Milt, I appreciate you bringing that message to us as well too. Go ahead.

MR. BURDICK: Okay. Park owners often hire or own the management types, such as Sierra Management Corporation, who in turn hire onsite managers. When homeowners have problems with the onsite manager and the managing company that hires them, the park owner is insulated from the problem. Mobilehome Residency Law, Sec. 798.28, requires the manager to give the homeowner the name and business address of the owner. Oftentimes, the business address and the phone number is the park address and phone number of the park. 798.28 should be changed to read, "*This information should reflect how the homeowner can contact the park owner in-person.*"

Two, the HCD webpage, which has mobilehome park and RV listings is in bad need of updating—wrong names, wrong owners. Many owners or operators only list their park address. This list with this information is unreliable to use.

Many parks operate with a gang-style-type management. A number of mobilehome parks operate with this style of management. Some mobilehome park management companies, and, in some cases, park owners, offsite and onsite managers, are the gang leaders. Corporate lawyers are the gang members. Homeowners and residents are the neighborhood residents. The threat is by management, real or imaginary. But if you challenge park management, they will get you, one way or another, such as rules-and-regulations violations, most of the time drummed-up charges, unfair rent increases, threat of eviction, harassment by management, until you move. At least in a gang-infested neighborhood, residents have the police, if necessary. Mobilehome owners and residents have little or nothing at all. If they do not have a homeowners association or a GSMOL chapter in the park, they're left out in the cold.

A number of cities and a few counties have taken over jurisdiction of mobilehome parks, per Health and Safety Code Sec. 18300(b). Some of these groups are not doing a very good job in checking on mobilehome parks and HCD is not doing its part per Health and Safety Code 18300(d). These are attached to the testimony, but I'm not going to go over them.

SENATOR DUNN: Understood.

MR. BURDICK: I have received complaints from San Bernardino County for their lack of enforcement of the mobilehome laws that exist. Big Bear Lake did not take part in this—they took over jurisdiction in the park. Lakeview Pines is the one I'm talking about. Big Bear Lake did not take part until GSMOL Chapter 1118 raised hell with the city officials, and they finally got involved. The City of Rialto has many problems with several parks and has done little or nothing to help the residents of mobilehome parks in Rialto.

On Page 2 is a list of items of mobilehome park mismanagement and some park owners' lack of caring. I got it broken down into two areas. One is rules and regulations, and one is Mobilehome Residency Law.

The rules and regulations, 798, Article 3, *Select enforcement of rules and regulations, one homeowner allowed to do something denied to the next homeowner.* Some park owners change rules and regulations at will. They refuse to comply with the Mobilehome Residency Law, Sec. 79825, which declares the need for meeting with homeowners in writing with a ten-day notice.

Park management or its employees or other representatives who refuse to follow the rules and regulations as required in 79823(a). The homeowner has park management approval for a project, such as a shed location, landscaping, paint color, number of cars, et cetera. Rules state approval of not more than two cars in existing lot. The new manager changes these items previously agreed to by the prior manager. They don't even ask. They just come back and change them.

Vehicle towing. Some park owners of their management team refuse to follow 798.25.5 and the California Vehicle Code, 22658. Also, the towing companies that park manager hires fail to comply with 22658(l)(1) and (k)(3). California Vehicle Code (l)(1) states, *"A towing company cannot be granted vehicle removal at towing company's discretion"* which to me means the towing company can't be patrolling the park 24 hours a day, especially night-time hours. Some park owners are hiring companies that boot vehicles in place and charge a high fee to remove the boot. This is park management's way of getting around 798.28.5.

I'm sure, that if you were to audit HCD records, statewide complaints on form 419, you would be shocked at some of the complaints filed, plus HCD has only the power to suggest, and the park owner knows it. Homeowners in some parks have

park manager removing personal mail, non-U.S. postal mail, from residents' mail tubes, such as GSMOL information bulletins, meeting notices, also telling GSMOL chapters that they can't use the tubes to communicate with their homeowners.

Now to get onto the Mobilehome Residency Laws. Park owners and employees fail to comply with the Mobilehome Residency Law regulations with little or no repercussions because homeowners are told these are civil matters that require court action. Most homeowners are senior and low-income citizens who cannot afford to hire legal help, so violations go unheeded and park owners keep collecting our space rents to fight the homeowners who dare to take legal action to protect their rights. Homeowners pay park owner's space rent, and the park owner turns around and uses our money to fight us in court.

Listed below are items that seem special to park managers to ignore or not follow.

SENATOR DUNN: We've gotten that in your submission here, so you don't need to go through that list. One more minute.

MR. BURDICK: One more minute?

SENATOR DUNN: Yes, because we've got that list in your submission already.

MR. BURDICK: Okay. I wanted to read them.

SENATOR DUNN: I have to confess that I didn't think anybody ever spoke faster than I did. (Laughter) You've now succeeded in achieving that.

UNIDENTIFIED SPEAKER: Ten minutes into five.

SENATOR DUNN: Go ahead.

MR. BURDICK: I lost track. (Laughter) Okay. I listed 13 items under the Mobilehome Residency Law that the parks are violating. If anybody wants to see the 13 items, contact me at the coffee break and I'll let you read the copy I have.

In closing, Mobilehome Residency Law Sec. 798.87(c) 1, 2, and 3 needs a change so that the mobilehome park residents, the majority of the residents, can petition the law enforcement agency listed in Sec. 798, 1, 2, and 3 to take enforcement action. Enforcement of the Mobilehome Residency Law is badly needed and should not be left up to the residents to seek court action when there are major issues. That talks about the city attorney, the prosecuting attorney, the county attorney, the

California Attorney General putting more teeth into the law where they will get involved when petitioned by the majority of the homeowners in the park.

In closing, without change in the Health and Safety Code Section, 18603(a), most of this meeting will be moot. This section needs new language that any mobilehome or RV park over X number of spaces shall have an onsite, qualified manager. We also need to spell out in Section 18014 the definition of what is a qualified manager. Present Health and Safety Code rules do not require an onsite manager. It's a gift from management to give us an onsite manager, sometimes a gift we should reject.

Thank you.

SENATOR DUNN: Milt, thank you very much. Thank you also for being sensitive to our time, and I appreciate it.

Susan.

MS. TREAR: Senator Dunn.

SENATOR DUNN: Milt, why don't you pass the mike back over to Susan, please.

MS. TREAR: I like what Milt said or—excuse me—I think it was you—about, if someone is really nice, they'll have a good relationship with their residents. And if they're mean, the other things will happen.

Please tell me who to give the information to. I do need to get back to my office.

SENATOR DUNN: John Tennyson.

MS. TREAR: Thank you.

SENATOR DUNN: If you need to leave now, just hand it to one of our sergeants, and the sergeants will give it to John.

Susan, Larry, Milt, thank you for our testimony.

I'm going to bring up four additional people, and then we'll take our break. My understanding is Katherine Harris now has arrived. Why don't we bring up Katherine.

Ken or Wayne, if we can get a fourth chair here to the table because I'm going to have a panel of four here.

In addition to Katherine, I want to also call Jim Burr, Elaine Hostetter, and Diane Johnson as well too. Let's bring up those four individuals. We're going to be a

little crowded at the table here. Then after these four, we'll take a very, very short coffee break.

So without everybody else, Katherine, settling in, why don't you grab the microphone, and let's get right to your testimony.

MS. KATHERINE HARRIS: First of all, thank you very much for having this meeting and for the work you do for the mobilehome owners. Especially since, when I contacted Wendy Gruehl, my city councilmember, she tells me, if it's about the mobilehome park, please only contact her on city-related matters.

I represent 16 people. If you want their names, my name is on this, because many of them are intimidated and asked me not to put their names on it.

SENATOR DUNN: Okay. And what we'll do afterwards...

MS. HARRIS: And I will give you this.

SENATOR DUNN: This goes to John.

MS. HARRIS: Yes.

SENATOR DUNN: Okay.

MS. HARRIS: The managers told residents that neither visitors or guests could park in our park, even though our conditional use said one for every four mobiles, guest parking, which would be 20 guest parking spaces. They towed cars and threatened to tow cars. I think the threat is big here when you're talking to seniors. I live in a beautiful park. I have a 400-year-old oak outside my home, thank goodness, protected from the chain saw. We have a stream, year-round stream, running through our park. It's been a lovely place to live. But now it's horrible with the quality of life because of a new owner and the manager the past three years.

The manager yells at people. When we did not have guest parking, he would actually chase the visitors' cars down and yells at them in the street and tells them they had to park on the street. If they said they were picking someone up, he still said, *"You've got to park on the street."* Well, that means walking two or three blocks to a car if you're a senior citizen. We have a lot of plus-80 people in our park.

We did go to HCD and the city and they did enforce it, and we now have 20 parking spots. This really made the owner unhappy because he was renting out those parking spots at $40 a piece and he no longer has any more to rent out for second

cars. But that was us giving him financial punishment, and that's the way to hit someone, a businessman, for the fact that he did not allow parking.

Some of the examples are, one of our residents had two parking places, had a truck and an automobile, two allotted parking places. He put a camper on his pickup. He got a $40 charge for storing the camper on top of his pickup. He drove his pickup daily. He refused to pay it, and they backed off.

We've got a lot of sewer problems. So we were backed up in one home, and it was 72 hours that she had sewage in her bathtub. The manager yelled at her and just gave her a horrible time. Because she stood up to him, he tried to raise her rent because her middle-aged grandson came after school. He was saying she had to pay more rent because the grandson was there all afternoon and part of the evening. An electrical beside her mobile was loose, the line was leaning against her metal awning. The neighbors propped it away from the awning, and he had an argument with her. It took several months to get it fixed.

She was ill, and family members stayed. He refused to let them park in her personal parking place. She went to live with her family. The owner has no consequences for this. We need some type of consequence, and I think the solution is a financial consequence.

Another mobile was rented by two people—one who moved another gentleman in with her and immediately got a $100 rent increase. We are in rent stabilization in Los Angeles City, and that's totally illegal. She was smart enough to do it. One of her neighbors is paying the 100 percent because his girlfriend has moved in with him—I mean the 100 extra dollars. A third one had the same thing happen, except for his companion had been living with him prior to the owner buying the park, and they raised his rent $100. He fought it through the rent stabilization to get it taken off and has been very much discriminated against. The companion is called concubine in front of other people. They yell at her; they towed her car. Other people can park their car in the visitors parking. She did it one time, and it was towed within a half an hour.

We have a bully, and the bully fits exactly what our owner wants. When the owner talked to me, he told me only two people have complained, and I know more than two people have complained because the senior used my phone, so I pay a long-

distance bill because they're on a phone thing where they can only make so many calls. He just looked me straight in the eye and said, "*Only two people have complained, and you're one of them.*"

He tried to keep GSMOL from using the clubhouse, and we went to the management company and quoted the law, but why should we have this hassle? In an open meeting, the owner said he was going to remove all rental mobiles. He had some that are rented and replaced them with resident-owned mobiles Shortly after a renter had a shower problem, the shower flooded so badly, it flooded the mobile. Months went by with the manager telling the tenants several stories why the shower is not repaired. Then the mobile became infested with rats, with no action from the manager. The tenant moved.

The day after she moved, while she was in the process, she went back to her home to get some more things out, discovered the new shower sitting in the bathroom that he had brought—he had it all along—and that he had gone through her property and did it in such a way that she realized it had been done.

Pardon?

SENATOR DUNN: One more minute.

MS. HARRIS: Okay. I'm going to give you all these. He parked his own personal RV nine inches away from another home so the resident couldn't even open her window. HCD told him to move it. He moved it for a short time and then moved it back. When she talked to an HCD inspector, they were in on our sewer problems, we found out that it had been ordered to be moved permanently, and he just moved it back as soon as he knew he wasn't going to be inspected again. He said people have to tear their sheds down when HCD doesn't require it. He's been reported for senior abuse several times. One time a senior was in the hospital. The manager and his wife went into the hospital and yelled at them to the point that the nursing staff evicted them. The man no longer is pursuing his senior abuse case.

On my own personal thing, we had—it's the fourth sewer leak in a month's time. It flooded four homes, ran along the side, five other homes, ran into the stream, which runs into Topanga Canyon and a city park. That's what I reported to the city councilwoman, and she didn't feel it was city business.

I had sewage that the manager had not cleaned up under my home for two-and-a-half months, 61 days after the first deadline. All HCD does is come and inspect and says, "*Will you please clean that up?*" And if they don't clean it up adequately, you have to call HCD. What they try to do is fatigue us into compliance.

Finally—the leak was in the middle of June. On August 5, they made a token cleanup underneath my trailer. I don't know if the rest of you know what e-coli does to you, but it can kill you. I think we need some teeth in the law. When I talked to HCD about fining the people, the fine would have been $30,500 that they could have gotten fined, and they would have sat up and listened. HCD and the names of the two people I talked to are in the paperwork. But they said, "*Well, no. It's already cleaned up. After all, they cleaned up this other trailer, and they cleaned up this other yard, so you should have been satisfied.*" In fact, they didn't clean under my home, and I was the complainant.

SENATOR DUNN: Okay. Katherine, thank you very, very much.

Jim, pull the mike toward you.

MR. JIM BURR: So we have to use this, huh? (Laughter)

Senator Dunn, good morning, and thank you for convening this hearing on this very important issue of improving the quality and caliber of resident park managers.

My name is Jim Burr. I'm a resident of West Lake Village Mobilehome Park in Visalia. I'm a GSMOL member, and I share the West Lake Village Homeowners Association. I am the resident chair of the Visalia Homeowners Task Force, and I currently chair the Park Management Improvement Coalition.

The coalition was created as a direct result, Senator Dunn, of your committee's West Sacramento conference in April of this year. You encouraged us to use a task force as a vehicle to resolving problems and, in essence, to define the use of a task force in mobilehome issues, and we appreciate that very much. We formed this coalition as a result of that. You may remember that we kind of taunted John Tennyson a little bit about holding a hearing, so we're very pleased that you have done that and was very gracious of you to do it, and we deeply appreciate your effort here today.

During the April conference, we asked the question, In what way can we work together to improve the quality and caliber of park managers? The question received a rousing ovation, if you remember.

SENATOR DUNN: I remember.

MR. BURR: That's the first time I had to hold for applause in quite a while.

Several Northern California GSMOL members and myself who are members, managers, and officers of the League formed a coalition, as somewhat of a mandate that came out of that, and established that as a stated purpose that we work together to improve the quality and quantity of resident park managers.

We know there is a huge disparity in the estimates of the number of under-managed parks. We know with interest the estimate that your office makes available. And with all due respect, Senator, we feel that the 10 to 20 percent number may be very conservative. In the absence of regulatory standards that would define management, bad management is sometimes regulated in the eyes of the beholder, as you have heard here today. It is subjective—and we realize that sometimes residents may falsely accuse managers. Our estimates are made by the more enlightened resident leaders, and we have the judgment to exclude some frivolous complaints on the part of some residents. Depending upon the region...

SENATOR DUNN: Jim, back the microphone away just a little bit, just a little bit away. You're the first person I had to say that to... to avoid that static pickup. There you go.

MR. BURR: I don't want to blow you away.

SENATOR DUNN: No, no. Here we go. Were you talking about...

MR. BURR: I've got it right here, thank you.

SENATOR DUNN: You're welcome.

MR. BURR: Depending upon the region, we estimate that under-managed parks range from 20 percent up to 50 percent in Visalia—I can personally attest to that—and 80 percent or higher in some of the Northern California areas represented in our coalition. The two ladies to my right are my colleagues, they represent the coalition as well and they will address this issue too.

The members of the coalition are all experienced resident leaders in their regions and have had many experiences with resident managers. We fully recognize

that not all parks are under-managed. We want to make that clear. We note with interest that the good managers are aware of the under-managed parks in the area and seem to be somewhat concerned about that, perhaps for the good of the order. And when we ask them in what ways can we seek to improve the quality and caliber of park managers, we seem to receive similar responses from most of the better managers that we talked to as follows:

First of all, most of them will say that the owners do not pay enough to attract quality managers. One of them was quoted as saying, "*The owners just don't care.*" Apparently, good management of their parks is not a priority of theirs. Once again, it seems—was this about being too hot? (Laughter)

SENATOR DUNN: I'm not making any editorials on it.

MR. BURR: That's not for the record, Senator. (Laughter)

By their answers and our personal experience is clear, that the training provided to park owners is lacking. While they know where the emergency shut-off valves are, how to receive and process rent payments, how to notify residents of the park's rules and violations and the eviction process, there are low expectations as to the soft science in dealing effectively with the resident customers. Skill sets that would include applied human relations, communication, conflict resolution are not taught and they're not encouraged, in our view.

This letter is to conclude that the under-qualified manager—that to the under-qualified manager—success is all about three things—control, enforcement, and threats and intimidation. Conversely, in the view of the better managers, the qualified managers, it's about three things—relationships, relationships, and relationships. The better-quality managers see residents as respected resident homeowners in manufactured communities and not simply trailer-park tenants.

We ask that the quality of managers that the park owners would cooperate in a team up with resident associations or regional task forces to develop a standard of qualifications, perhaps even a job description; and at the same time, we as resident leaders would help educate the residents as to the true role of a manager so there wouldn't be over-expectations here. Again, the answers were, "You'd have to force them to do this," so we get the clear message here that voluntary compliance is perhaps not foreseeable.

We ask, "Do owners understand the benefits that accrue to them, not just to the residents by the hiring of good managers?" Many of us have had good business experience in dealing with quality employees versus low-quality employees. This will be less employee turnover in the parks, which is a huge hidden cost to any employer. And how about reducing the resident turnover as well? Less liability exposure to unlawful acts by unknowing managers? Vacant spaces are filled by word of mouth and resident morale is probably the most effective means of marketing a park we have, and that cannot happen with under-managed parks.

Here again, the responses from the good managers were, "They're too shortsighted to see this, and it seems to us that the focus is on the lowest possible cost at the expense of the long-term dividends and the customer satisfaction."

Senator, a layman's definition of the Mobilehome Residency Law can be something like this: An attempt to mitigate the captive customer threat that occurs when a mobilehome owner installs a home on somebody else's space-for-rent park and relies upon that park to provide the utility and right-of-way infrastructure and to do so at a profit. As you know, manufactured homes are, in reality, immobile due to the high cost of moving with those with modest resources and who are simply seeking affordable housing and a peaceful living environment. Because of the huge disparity and the quality of managers, those in the under-managed parks are denied access to the level playing field of a competitive market, and this occurs in the society where laws and regulations exist at all levels of government to ensure high levels of competition. This is to provide the consuming public with access to the highest possible value of goods and services.

So, Senator, our situation, we feel, is quite unique. It is unique in the business sector at large and certainly within the landlord/tenant relationships specifically. Speaking again as a layman, it seems to us that society provides regulations to fill this void where the spirit of competition cannot serve the consumer. We submit that the resident park managers are not subject to regulations sufficient to level the playing field. They're not required to have background checks; they're not required to be bonded; and they don't even have to have a resume.

The last Senate committee hearing on this subject was held back in 1982, according to our research. This resulted in little or no material relief for the problem.

We observe that in the 22 years intervening, through trial and error, have given good consideration to other reasonable alternatives and only, the only remaining plausible remedy is to amend the applicable law to bring resident park managers into the regulated arena and provide licensing standards on a self-funded basis. To end on a positive note, we feel that the benefits will accrue to the park owners as well to the residents, and we would like the opportunity to demonstrate this in more detail before the committee and as representatives at your convenience.

Thank you, Senator.

SENATOR DUNN: Jim, thank you very much. Also, on a personal note, we appreciate the fact that you've come north to our areas in Sacramento; you've now come south to our hearings here in Orange County, and John's probably going to gulp when I say this. Perhaps in coming here, we'll come to Visalia.

Mr. BURR: Would you do that? (Laughter) We'll buy lunch.

SENATOR DUNN: Not necessary, but we'll probably come anyway.

MR. BURR: Thank you, Senator.

SENATOR DUNN: Let me go to Elaine and Diana, but let me remind you, we're short on time here. I'm sure Jim spoke on behalf of both of you already, and so if we can keep your comments short.

MS. DIANA JOHNSON: I'm Diana Johnson. I'm regional manager for Zone A which is—I mean Region A—anyway, for the San Francisco Bay Area. I was in Redwood City and Harbor Village. I've been living there 21 years. With my job, I've had problems with, not with our park but with the parks that I handled with people who have alcoholic and dopers as managers. One of the parks had a manager who was stealing automobiles, and he's used his, one of the buildings as a chop shop. I'm very nervous.

SENATOR DUNN: It's okay. No need to be.

MS. JOHNSON: No.

SENATOR DUNN: Easier said than done. I understand.

MS. JOHNSON: Most of the managers do not know the working relationship between the MRL and the Title 25. I've heard stories about managers acting like Hitler, and that's a bit overstated, but...

SENATOR DUNN: That's okay.

MS. JOHNSON: Right. (Laughter) There should be some kind of background check done on these people before they're hired. They do a background check on us before we can move in.

About ten years ago, in a family park, we had a manager in the Bay Area who was a child molester. The children would come into his home after school, and one parent got suspicious. And when they called the police department and had him checked out, he had a record as being a child molester.

We have our life savings in these homes and parks. We cannot get away. We're stuck there. To license managers and upgrade the quality of people who manage our parks—hairdressers, barbers, and other people have to have a license. Realtors have to have a license.

UNIDENTIFIED SPEAKER: Yeh!

SENATOR DUNN: Hold on there.

MS. JOHNSON: I didn't get to put that one in there.

SENATOR DUNN: We'll accept the amended suggestion. (Laughter)

MS. JOHNSON: Anyway, they should be licensed. GSMOL's paper, for instance, had an ad for assistant managers: "*Want to live in a nice park? Call Rod.*" How is Rod going to check them out? Another ad says, *Maintenance Manager Needed, 55 park and older. Must live on site, have clean driver's license, clean driver's license record.*" Does anybody care whether he has a criminal background? He might become the next manager if he does a good job as a maintenance man.

So we ask you to put yourself in our places and make sure that you hear here today and does not stop tomorrow.

SENATOR DUNN: Diana, thank you very much.

MS. JOHNSON: You're welcome. I was a little nervous.

SENATOR DUNN: You did fine. You're most welcome.

Elaine, let's go to you. Again, I want to remind you to keep your comments right to the point and short since we are already crunching the time here.

MS. ELAINE HOSTETTER: Well, Joe Sullivan stole part of my speech; so I could skip over that, but I'd lose my place. Thank you for hearing this, this morning.

My name is Elaine Hostetter. I'm president of Sonoma County Mobile Homeowners Association. It's an all-volunteer, nonprofit in the San Francisco Bay

Area. I'm a GSMOL member, a CMRAA member, and also secretary of our Park Management Improvement Coalition. Our association represents 128 parks with 8,323 spaces in Sonoma County.

The phone line through our organization rings in my home office, so I get to see all sorts of problems within our member parks. The main problem, without question, expressed regarding issue after issue is park managers, park managers who tell residents, *"I don't care if you don't like it here. Leave."* Park managers who do not know the MRL themselves, yet fully intimidate the residents, park managers who break all kinds of Mobilehome Residency Laws without any fear whatsoever of having to defend their actions in courts of law. I would say that at least 90 percent of the fires we put out are caused by poor management.

The thought struck me as I was preparing for testimony today, that the very fact that we're even having this hearing is evidence that the problem still exists. On my own desk, I've seen cases where management has caused elderly widows to lose their homes because neither management nor the residents know the law. I've seen cases where rents have been illegally raised for the same reason, where parks have been illegally changed from senior designation to all age, and then the children are prohibited from playing outside their homes, where a park manager was forced by the park owner to lie to residents to serve his own purposes, where a park manager runs around in residents' backyards with a flashlight at night, where prospective tenants are deliberately given false information by managers, and where they're turned down for tenancy due to misinformation.

In addition to what I see on my own desk, I see e-mails from all over the state. Much of the same thing is happening all over the state. In recognition of this, our coalition has done in-depth studies as to how we can overcome some of these problems. We went so far as to invite a WMA education and training manager to address our group, hoping to find that a joint effort between WMA and the coalition might prove to be fruitful. We have since been advised that WMA will strenuously oppose any efforts to licensing managers.

We studied the transcript of the 1982 Senate Select Committee hearing on Licensing Managers to see if we can ascertain the reasons for failure of that effort. We found it back in 1982. WMA was able again to convince the very first Senate Select

Committee that, one, management problems were minimal, and that, two, through their own efforts and the training materials already in place, they would be able to effect a change that would overcome any and all problems. Twenty-two years have now gone by, more than ample time to accomplish this mission. And instead of well-trained, educated management, we find we have even more bad management than in 1982. Since WMA failed in their charge, we would like to continue with your support, our journey towards licensing managers, to at least have a uniformed criteria for the job description. In other words, we feel it is the homeowners' turn now.

Why does WMA oppose licensing? Only two reasons come to mind. One, their member parks would have to offer good wages to licensed managers. No more offering free rent to the maintenance man if he will assume a position. Management will become a career position. Number two, they know that licensed managers can be held liable for their actions in courts of law and that they, the owners, must be vigilant and mindful of residents' rights in order to avoid court action against them. They will bear equal responsibility with the managers.

We feel education is a great tool. However, education is not enough. We would like to see the requirements for managers strict enough to weed out some of the mentally deficient types which we are often seeing. We know for a fact that it will weed out criminals, such as sex offenders and felons. It's not our intent that a new bureaucracy be created but instead that this effort be tied into the Department of Real Estate curriculum already in place for managers.

As homeowner residents, we have the right to expect that our so-called golden years can be spent, not as under the rule of Hitler but, instead, in quiet, peace and enjoyment without the constant need for confrontations with managers, who have unfettered control over our lives. Park owners like that control.

Must we continue to allow WMA to continue with this for another 22 years? Most of us here today won't live that long.

Thank you.

SENATOR DUNN: Katherine, thank you; Jim, thank you; Diana, thank you; and Elaine, thank you for your testimony.

We're going to take about a three-minute break, but I want to cast a forewarning to all of our witnesses in the second round. We've heard a lot about the complaints of

given parks. I want you to minimize testimony on that score and focus in on your recommendations on how we might be able to improve this because we are going to have to adjourn, thick or thin, right at noon. So, a three-minute break, time to go run to the restroom, grab your coffee, get back here, and we're right back to our next panel. We're going to shorten the testimony a bit more.

--- BREAK ---

SENATOR DUNN: Okay. Let's get everybody settled in. As we're getting folks settled in, let me call all of our next three witnesses. They are Mel Robinson, Kathy Christensen, and Donna Matthews.

Can we pull away the fourth chair here, since we're only going to do this three at a time?

Okay. We have no Mel Robinson? Apparently not. So why don't we start Kathy Christensen. Then we'll get to Donna right after you.

Now remember my cautioning comments, and my apologies to everybody because I know many of you prepared your comments. But I want to shorten you, just kind of breeze through your complaints, and let's get to your suggestions, if you have some.

MS. KATHY CHRISTENSEN: Okay, but thank you for having us today. I didn't think there was a form for us. I was getting frustrated, and I apologize for the terrible e-mail I sent to you. I was so frustrated the day I sent that to you. When I hit the *enter* button, I went, "*Oh, I'm going to regret this.*" And I do, and I apologize.

SENATOR DUNN: It's not, compared to some e-mails I get, believe me. (Laughter)

MS. CHRISTENSEN: I was a crazy blond that day.

SENATOR DUNN: I've been told my e-mails that go a lot of places that I can't even mention publicly, so don't worry about it.

MS. CHRISTENSEN: Well, I have lived in two mobilehome parks in the past ten years. I think my husband and I might have a special situation since he's retired. We're raising three grandchildren. We had to. We have them legally. We had to move out of a really nice mobilehome park. The management really sucked bad, but it has

now been cleaned up, and they have some really nice people over there. My father was brutalized by the manager over there, so the lady with the 19 year old, the mother, I really feel bad for you.

To see our parents who have given to society in the waning years of their lives to be brutalized by people because of the almighty dollar. I thought we lived in the United States of America. I really did.

I hope, Senator Dunn, that when you go to this meeting, you take your heart with you because you're talking about one of the most precious things that a person has in their life, their home. I work, I go to work. I work 11 hours a day, and I don't complain because I love my job. Because of that, I have some suggestions that I think these managers should be put through. But I work very hard, and I go home to my home to relax and not be brutalized by management, and that's exactly what's happening to us.

I can't go to the owner of the park because the manager is the brother of the owner of the management company, and they are cousins of the owner. So to say I have a screwdriver in my back is probably an understatement. I find the situation—it's just brutal. This document that I have in front of me—there's probably seven pages to it. This particular mobilehome manager—and the owner of the park owns many of them—it's the Dougher family. I've been warned about them before I moved in there. I said, "*Well, it's the son. He's probably changed.*" I was told, "*Oh, yeah, he's a great guy.*" I went, "*Okay. Fine.*" But he's no better than his father and his uncle. It's the dollar, and that's what's going on here.

This park was converted 13 years ago from a senior park to a family park, and the home that I'm living in is 13 years old, was moved in at that time. It has a garage. It's a really nice house. It has had more people live there. They move every two years. I'm ready to move. I've been there two-and-a-half years. It's right across from the manager's apartment in the clubhouse. I can't say that this started out being his fault because my grandchildren had been on the street with their mother. I don't want to go into my dirty laundry. But these children were a little wild, and it took us a little while to get them to calm down. And once we did, my grandsons are both on the honor roll. One of them is playing basketball at Western High School. My granddaughter will be on the honor roll when she gets into a school where they do

that. She's only in the second grade. These are not bad children. I'm not being a grandmother sitting here and telling you that this man is doing this, and I'm saying, "*All my grandchildren are perfect.*" They're brats. Sometimes I can just absolutely throw them in the bathtub and turn on the water but that's not...

SENATOR DUNN: We'll discuss that comment at a later time. (Laughter)

MS. CHRISTENSEN: No. I would never do that. These are precious people. What my husband and I went through to get these children—I will never retire. I don't have the money. But this thing is called the seven-day notice. Now these are all the seven-day notices that we have gotten. Now there are five or six on each page, you know, and I'm so glad to see that they can't kick us out of there because we're a nuisance. I just noticed that bill was shot dead, which I'm very glad about. I think what's happening here is that the manager wants us out of there and I would love to go. But you know what? I don't have the money to go, and I shouldn't be pushed out of my home because I've got children that act like kids.

This man has accused us of harassing his, has accused my grandson of harassing his daughter. There is a seven-day notice in here, and I want to read this to you because you know how people now go back into people's history when they're employed. They want to know what they were like as children.

On or about—on or about—mind you, March 10 of 2003, Dane—this is my 11-year-old grandson—at this time, he was ten years old—has been seen holding an air gun to another resident's head while pinning the resident up against a wall and making threats that he would kill the resident. Another resident saw what was happening—I almost laughed; this is so stupid—and attempted to intervene, where upon Dane began threatening the other resident as well. This is a child that is so timid because of the way he's been raised. He is so terrified of breaking rules. He even gets on me when I don't signal to turn left.

SENATOR DUNN: Please focus in now. Not so much of the problems but solutions.

MS. CHRISTENSEN: Anyway, I want that out of the record, and I'm going to take care of that today.

My suggestions are, these people need to be licensed. They have to be trained. I don't care what it costs because they should pay for it. I paid for my education. Did

you pay for your education when you went to college? You bet you did, or your parents did. I bet you did too. Why do we have to pay for these people to be licensed so they can get a job? Also, there should be an onsite mediator—I would love to do that—non-paid, who would have to be trained to do it, who would stand between the resident and the manager when things get out of hand. There's no reason why that couldn't be done. Also, a background check; also, psychological testing and drug testing.

I am interviewing for a new job. I have to do all of those before I have the privilege of thinking I might get this new job. Why in the world do I have to put up with people who I have no idea what their backgrounds are and have so much control over my life and my home? I worry about this man maybe being a child molester because nobody does a background check, and we've got all these children in the park. This park should never have been, have never been transformed into a family park. It's not set up for what is happening right now, and I don't know if there are any laws, and I apologize. I'm just getting into this now, and I'm reading like crazy about the laws and what you sent me. I did read those. But I don't know if there's any paperwork that has to be done when these parks are transformed from being 55 and over into family, and that's happening more and more. There should be some kind of regulation on that also.

"*My way or the highway*" is his favorite saying. I hope you never have anybody look you in the face, Senator Dunn, and say that to you back home. I really do, and I hope you can help us.

SENATOR DUNN: Kathy, thank you very much.

Donna, maybe we can see the mike over there.

MS. DONNA MATHEWS: Thank you, Senator Dunn.

My name is Donna Mathews. I've had 19 years of volunteer service with GSMOL. I am now the assistant manager of Region 9, which is Riverside County, with 303 parks. I've heard it all—unfair treatment and managers with forked tongues. The problem, I believe, is it's all absentee ownership, and owners don't care what's happening in these parks. The bottom line is money. And if we were renting an apartment and this happened, the manager would have to stand up to the owner and prove why everybody was leaving. But because we have homes there, they can't be

moved. We're locked in. If you have a strong park organization, the owners sometimes listen. If a few occupants start to know their rights and stand up to the laws, then there's retaliation, intimidation, harassment, preferential treatment, and they receive these seven-day notices.

I'll give you one example that hasn't come up yet. I had a member who could not speak, and he asked me if I would go with him to see the manager. I said, "*Well, make an appointment, and I'll be glad to,*" and the manager wouldn't give him an appointment. So I went with him to the manager's office. I took my recorder because I don't want to be quoted on something I haven't said or have them tell me something that isn't true. She said, "*I will not. You cannot tape this. You cannot tape it.*" We just sat there and didn't say a word. "*I'm going to call the police.*" We sat there, and we didn't say a word, waiting for the meeting. She called the police.

The police came, and they said I had every right to tape the meeting and, that if she had given us the interview, it would have taken less time than it took for them to come in and it's on record. But what can we do?

Another one where I was helping another handicapped person—and she's telling him his rights—he got an eviction notice. Fortunately, he didn't have the money but we could get a lawyer to take care of his case. He won the case, and it's now, after that, the judge felt that there might be retaliation. As soon as these members started trying to stand up for their rights with this manager, they—thank you—old gravel voice here—they took away their rights to use the kitchen. They said they could only use it for potlucks; they couldn't use it and charged money for it. They took away some other places where they stored things. They took away the keys from the people who had the right to use the clubhouse, so this is still going on. The court is still looking into this, but it happens to us when we can't afford to go to court.

SENATOR DUNN: We're running out of time.

MS. MATHEWS: All right. I can go on and on, but the California Supreme Court ruled that property owners are responsible for the activities in their park. But another law that we can't enforce will not help. I would like to see that we as residents would be able to judge the managers, and so the park owners would know us, on a regular basis, so that the park owners would know what's going on because the managers lie to them. We tried to send our complaints to them, the owners. But if we

could, in this licensing, be able to tell, have our say, as far as the managers—rate them, then we would be able to live in conditions that the mobilehome Health and Safety Code says are healthy and safe conditions.

SENATOR DUNN: Donna, thank you very much. Kathy, thank you very, very much.

Hold on. We've got to go to our other panelists first before we open it up for...

UNIDENTIFIED SPEAKER: Can I speak now?

SENATOR DUNN: No, not at this point. We'll see if we have extra time at the end, as we said at the very beginning.

So let's go to our next panel.

Donna, again, thank you. Kathy, thank you very much.

Gus Colgain, Mary Ann Stein, and Alethia Cole who have I have here. Just go in the order that I called you.

Gus, let's start off with you, and I think the three of you have probably heard my admonitions since we are now at 11:30. When we know there is a long list of complaints in the variety of parks on the issue, we've heard a lot of those complaints. If we need to touch upon them, that's fine, but we can try to focus in on any solutions, if you have any.

Gus, go ahead.

MR. GUS COLGAIN: I'd like to thank you for allowing me to speak today. My name is Gus Colgain. I am a mobilehome owner. I reside in Alviso, California, which is in the southern tip of San Francisco Bay. I am the chairman of the homeowners association and as a representative of CMRAA in my park, I think John knows who I am. He saw me a couple of weeks ago.

When I appear before you today, I'd like you to know that I drove 400 miles with a broken rib. I also am dressed in a suit; and those who know me, right, will say, "*Oh-oh. Gus is on the warpath.*" It's the same as a head, war bonnet with my face painted because I don't get dressed up.

All right. Yes. We have been going through—and so anything that I can say today only reiterate the problems that my park has been having, as everybody else has—the bad lighting, the bad sewage backups. You name it; we've got it, and it seems to be pandemic amongst a lot of these park owners, or mobilehome owners. I

would like to probably say I think you were right in what you said, that it's not the majority of park owners. It's a very small minority, maybe 10 percent of park owners who allow this to happen. They're giving the entire industry a black eye. So let's go after the 10 percent. What do we do?

Well, the vice-president of Waterhouse Management told me that he would rather spend $10,000 in lawyers' fees than spend $1,500 to fix up the problem that was in our park. If he wants to spend the money, well, lets make him spend the money. Let's give HCD and other agencies the teeth, the legal power, to go not to another agency but to a judge and say, "*This park owner is violating the MRL, is violating health and safety, is violating the law, and this is how he's doing it.*" And because he's doing this and he's been given the opportunity to change these and refuses to change them, then let's hit him in the pocketbook. Let's give him a 10 percent, across-the-board reduction to all people in this park. Maybe they don't have to pay 10 percent of their rent or 25 percent or 50 percent.

This will probably happen to one park owner—one park owner—where HCD or the involved agency would get involved and force this through the courts, and every other park owner in the state would fall in line. They wouldn't want to see their profits reduced by 50 percent, never to be recovered. That would be the codicil. If we have to go into the law, into the court, and get the reduction in order to force you to fix these problems, then by golly, you're not going to get that 50 percent back. Once you get the problems fixed, then you can start getting your rent back again that you had. If it was $700—but until that amount of time it takes you to fix it, $350 is all the residents are going to pay. That would be a law.

We have constitutional scholars. We have some of the most brilliant lawyers in the country in Sacramento and they can find out—if you can pass laws against businesses, industrial organizations and tell them, "*These are the laws that you have to be following or we're going to fine you tens of thousands of dollars.*" Then you can find a way to hold park owners responsible for their managers because these managers cannot do what they're doing without the blessing of the park owners. And if the park owners don't know it, then you know as well as I do, under the law, not knowing an employee is breaking the law is not an excuse. EOC will tell you, if it's sexual harassment, your boss is the one that's responsible for you sexually harassing

them—not the manager—the boss. Make the person who owns that property, who gets the profit from our pockets, responsible. (Applause)

SENATOR DUNN: On the testimony just before the break, I handed John a note that said, "*What's the status of the law on making park owners absolutely liable for acts of their manager?*" which is in essence what you're saying. So that was a note that I handed to him just before that. So I was just smiling at John, Gus...

MR. COLGAIN: I'm glad we met.

SENATOR DUNN: And thank you for the drive and in the physical condition that you're in, Gus, because we appreciate your testimony here as well too.

Mary Ann, let's go to you. You know the ground rules, Mary Ann. You've been through it many times before.

MS. MARY ANN STEIN: And you should thank him for wearing his suit. (Laughter)

SENATOR DUNN: See, Gus, I'm just the opposite. When I go somewhere, I'm out of suits. Most people say, "I've never seen you without a suit before." So I think, this is on the flipside...

MS. STEIN: I didn't know.

SENATOR DUNN: There we go. Mary Ann.

MS. STEIN: My name is Mary Ann Stein, and I'm the vice-president of the southern region for California Mobilehome Resource and Action Association.

I want to thank you, Senator Dunn, and I want to thank you, Mr. Tennyson. On behalf of my board and especially our president, Dave Hennessy, for all the hard work and the effort that you have done for all of us mobilehome owners.

We know there's problems with park managers who have been near the top of every single resident, mobilehome resident's complaint list. CMRAA has heard of and dealt with many situations over the years involving park managers' conduct. We are pleased to have the opportunity to identify these problems and to make constructive suggestions for dealing with them.

As we said, the management problems can be summarized into the following categories: unqualified managers, absent managers, and violations of law by managers.

Under qualified managers, many park owners choose and hire management personnel with no adequate training. Suddenly, one of the residents is someone chosen from the outside and put in charge of several hundred mobilehome sites. They are immediately in over their heads and are ill-equipped to deal with the lot maintenance, resident relations, rent payments, and rule enforcement. Many managers are simply spread too thin. Others have no business being there in the first place.

The core of the problem is that managers are not properly trained. They do not know the Mobilehome Residency Law, yet they are supposed to enforce that. They do not know how to deal with people, yet they are required to do that every day. Many times, they do not know how billing is calculated or how billing issues should be handled.

Now, under "no managers" —many large parks do not have any onsite managers as required by Health and Safety Code Section 18603. Due to some fancy turnovers, some parks have no managers for several months. While a replacement is being found, park owners owned by MHC—wait—I'm on the wrong page. That is the right page. Okay. Oh, I'm sorry. He's referring to a park owner owned by MHC. These are cases where this has actually occurred over the last year, and other parks seem to be permanent without onsite managers.

Now "violations of park managers." As a hired agent of the park owner, many managers are made to become the instruments by which the park owners can violate or sidestep the laws. Since MRL does not specifically mention onsite managers as being a part of management, many seem to believe that they can do anything or say anything with impunity since they may not be personally liable. The result is a manager who laughs at the MRL and does as he or she pleases, and this is a major problem.

Management can be used as a tool for violating specific MRL rights, such as the right of assembly guaranteed by Article 5. Recently, a Southern California park invited a CMRAA officer to speak to the residents about the benefits of CMRAA and starting a chapter. The managers appeared at the meeting and insisted on sitting in the right front row with the obvious intent of intimidating the residents. The manager and her husband began coercing the guest speaker, and it constituted a confrontation.

There was yelling and screaming, and the managers generally threw a fit. In fact, it wound up with the manager threatening our guest speaker, Ginger, with a cane. It finally resulted in the fact that she had to call the police to quiet down the incident.

SENATOR DUNN: We need to bring it to the point, Mary Ann.

MS. STEIN: Yes. The managers in this case felt that we didn't have the right. It's a pure abuse of the law, okay? CMRAA's solution to manager problems are this—unqualified managers. There's been talk of requiring onsite management to have proper training before they can manage a park. It is high time this was implemented. Managers should be required to display a certificate showing that they have successfully passed a training course. The course should include a permit on title, basic instruction, utility matters, Title 25, and the MRL, as well as communication skills. CMRAA would envision a one- to a two-day course which would be produced online by HCD. Any prospective manager would pay a fee to HCD with a pre-recorded CD-ROM or download a seminar from their computer and then take an online test. This would have the effect of simultaneously training managers, providing additional revenue to HCD, and requiring minimal HCD staff time to produce the video program, make it available, and provide the certificates.

Now in the case of "no managers", the Health and Safety Code, 18603 requirement, that each park with more than 30—I'm sorry—50 states, is needed to have an onsite manager. It's all contained in the MRL as well with the added requirement that the person be licensed. And any woeful violation by the owner would be subject to the 798.86 monetary penalty. Violations of laws by park managers, 798.2 should be amended to specifically describe onsite managers, both as a deterrent and to ensure potential liability for violating the law. Sec. 798.51 should be amended to provide that residents at their election can require managers to remove themselves from any meeting.

Overall, CMRAA would be happy to participate in a voluntary, industry-wide conference about these issues, which perhaps the committee could sponsor--park owners, offsite management, homeowners associations, and residents' groups could attend. It would be great to see our industry taking action. Although CMRAA doubts that this would ever happen, we certainly hope it would.

We want to thank you very much for having us here today and hearing this issue.

SENATOR DUNN: Thank you very, very much. I just whispered to John, so you know that no secrets are going on, and here is Mary Ann's suggestion about convening that meeting behind closed doors between representatives of the park resident groups and the major park owner groups to see if we can bring consensus or resolution here. All of a sudden, we get back into putting on battle gear in the legislative front, but by trying to do it by consensus, I felt, was a very good suggestion. I just whispered to John to set that up with me being the enforcer, so to speak, at that meeting, that we do it Sacramento, so I think that's a great suggestion.

Ms. Cole, before we get to you, I want to alert everybody—probably been noticing it, we're getting a little more anxious in pushing folks through. Here is my challenge, we've got, in addition to Ms. Cole, we've got two other panels to go. We've got to be out of here at noon. So for those who are on our two additional panels, if you have written comments, I'm going to respectfully request that you not read those comments, just summarize them, and then get right to your recommendations and, of course, submit the written comments because, as I said at the outset, we are taking written comments today and afterwards as well too. So hopefully with your patience and your help, we'll be able to do this in the next 13 minutes.

Ms. Cole, you're up.

MS. ALETHIA COLE: Thank you. My name is Alethia Cole, and I previously lived in the Del Amo Mobilehome Estates in Rancho Dominguez, California, and my problem was the unwillingness of the management to approve the resale of a mobilehome in the park. I was served with an eviction notice for nonpayment of rent which was because there was a mistake, a banking error mistake, which I found out. I contacted the managers the day the check was returned advising this is what's happening—can I go take care of this matter? He said, "No." I need to speak with my attorneys because prior to that—I guess it was a year before that—I had financial difficulties because I've been laid off of jobs. I was late with my rent. But when I say "*late*," it wasn't one month, two months, three weeks. It was like the rent was due on the 6th, and I paid it on the 11th. So they took me to court. They had me sign papers. Then I signed, without legal representation because I panicked, because I knew I

needed some place to live, that I would agree that I would not be late paying my rent for a year, which I did very good, up until, I guess, around the tenth month or so when the banking error happened.

I got an attorney. He didn't tell me that he wasn't versed in mobilehome law. He said, "*Well, would you like to try to save your home?*" I said, "*Yes.*" So we got together the money I needed. We sent them a letter, sent them a check. They returned the check. They refused to take it, saying, "*No, we want her out of here.*" They sent me some other paperwork that said, "*If you will agree to stay here for the three months, pay your rent on time, we will allow you to sell it to a private owner. And if you're in escrow before this time is up, we'll give you more time.*"

At that time, I got another attorney. He said, "*Don't sign this paperwork.*" I didn't know he wasn't versed, like I said, in mobilehome laws. So because they refused to take that, they went to court. I never got a chance to go to court. They served me with that eviction notice. I lost my home. I employed Joe Sullivan here as my realtor. He got somebody that was willing to buy the home for the amount that he wanted, but the park would not let me sell it to them. They said, "*We want you out of here. We want the home moved out of here.*"

Of course, I had nowhere to move it. I had no money to move it. So I found out about Advantage Homes. Advantage Homes said, "*Okay. We'll come out and look. We'll buy the home for you.*" I know that they would move it out, so it wouldn't be up to me to bear the finances to move it. So I made the deal with them. Needless to say, I took a very big loss on the home. He had put it on the market, just so that people know, for $50,000. It was a triple wide for $50,000. It was an old home. Because they refused to take my rent money, they let me stay there for three months. So by the time he sold it, they had to pay all of that money, plus the court costs. After that, I got $6,000 for my home; and now I'm in an apartment paying twice as much as what I would have been paying there. I was not a bad tenant. You know, I was not a problem tenant. I just had—some things happen to me.

Anyhow, I tried to make it good, and they wouldn't adhere to it. So I know it can't, probably won't help me now, but maybe it will help other people down the line because I didn't know about GS—what is it?—GSMOL—and none of the mobilehome laws. I mean Joe tried to help me; but at that point, it was too late because it had

already gotten to this point. So I think—I don't know where you would go to get information on all of these homeowners—I did belong to the homeowners association there. I lived there for six years, but I never knew about the GSMOL. So maybe there's some way people can be informed so they will know that they have rights and what those rights are.

SENATOR DUNN: Okay. Alethia, thank you very, very much for your testimony this morning. My apologies that we're trying to drive home before noon here, but we appreciate your comments today and sharing your experience with us.

Let me go to the next panel. We've got Martin Singer, Ethel Mohler, and Vicki Wright. I'm going to bring those three up now. Again, with my humblest apologies to each of you that we are on a very, very short frame. I wish I could give each of you your three to five minutes. We're probably down to two to three. So get right to the point for each of you. We understand some of you have materials being handed in. And rest assured, we'll go through all of that.

Let's begin—Ethel, we'll start with you since I think you were the first one to the table.

MS. ETHEL MOHLER: Okay. Thank you.

I'm here because I'm fed up with being abused. I am a senior citizen. This park has what they call "golden [inaudible]", people who can do anything they want to, when they want to, and how they want to. I happen not to be one of those because I stand up to a manager who is quite a bit bigger than I am.

My solution to this is—well, first of all, I'm going to tell you, power is her aphrodisiac, and she loves every minute of it. (Laughter) Anyway, my suggestion is that we do what they do in Arizona is they have places and lots that you can buy within the city limits to put your mobilehome on so you can get on the bus and go where you want to, et cetera, and you're close by. You cannot do that in any town here that I know of. The only place that I know to have a mobilehome park within the city limits now is in Hesperia, and it wasn't there to start off with. It's that the city limits just caught up with it after a while.

My situation is so disgusting. I have also been to a lawyer after she screamed at me for allegedly peeking in her windows and her backyard, only come to find out that she had a wonderful person who was her handyman called Spike. He was picked up

and thrown in jail for a few days, and I never had the nerve to ask her how much she was involved with what he was doing. I heard too many stories on that one.

So my solution for myself is I had gotten in contact with a real estate man in Canada. And since I have a singlewide, it isn't going to cost me that much to move. It will cost me, but I can go there, and I can buy a piece of property and put my mobilehome on it within city limits. When I leave town, I leave town. (Laughter) Anyway, that's my solution because I'm just really sick of the harassment and the abuse.

SENATOR DUNN: Ethel, with your written comments, I assume that's what...

MS. MOHLER: Yes. I also had letters from two other people and some information on the new sheriff in town, who is also bigger than I am, and so I am going to hand this over.

SENATOR DUNN: Yes, if you would, give them to John, Ethel. Hold on. You can stay there. We'll have the sergeant take care of it and grab it from you. We'll just have the three of you sit there while we go.

In no particular order, Vicki, let's go to you and your testimony; and then we'll get over to Martin.

MS. VICKI WRIGHT: Okay. My testimony is basically this. I've come up with a couple of things, I think, that need to be changed.

First off, no owner of a park should be able to buy a mobilehome at cost from a manufacturer. They are allowed five a year. The park I lived in, in the last five years, has evicted 27 homes, families, replaced 25 of them with new homes, bringing them in at a $30,000 cost and selling them at over $100,000 with a profit going to the park owner. This should not be allowed. There should be a law stopping them from doing so.

Also, all family parks should meet and have a place for a playground for children. In our park, our child is not supposed to be play in the streets, and we get written up for them playing in the streets.

Third, all rules in the park should be updated to the current mobilehome manufacturer law. It shouldn't be mobilehome. It should be a manufactured home. Stop this mobile—they are not mobile. They're manufactured homes. I have a triple-wide Fleetwood that's a 2002. It cannot be taken apart. When my mom was in office

and I moved into that park, I could do no wrong. When she retired and I became ill with lupus, they have done nothing but harass me. I live across the street from the park manager. They want my home to live in because they're now raising their two grandchildren, and they're consistently making me sick and they know it. I was lucky enough on the 15th of September to win one lottery ticket from the California State Lottery, so I'm hiring an attorney. I'm suing the pants off them, and I will own that park. (Applause)

No lease shall supersede state law, and we don't need to blame management. We need to blame the owners. They hired this management. It's not the management. It's the owners that tell the management what to do. It's the owners that need to be dealt with. In overseeing rent control boards, there needs to be a mediator, and I gave you paperwork. There is a form that's filled out. It is a fraud. They fraudulently put numbers on there that are not factual. Nobody oversees them. There are also two tapes of the meeting where my mom's speaking and where she'd ask the books to be opened. They refused to go in and listen to what we had to say. The word *"reasonable"* needs to be removed from the law. When you put *"reasonable"* in the law, you now deem it for a judge to actually set precedent, and no judge wants to set precedence in this manner. Attorneys don't want to handle it. It becomes very hard when you put *"reasonable"* in the law. It needs to be cut and dry. "Reasonable" to you is one thing. To me, it's something else.

My biggest complaint—and here it is—the evictions that have been done in our park—we have written to you once already—thank you, Mr. Dunn—and to Mr. Tennyson about changing the rules which our park manager has refused to do. My daughter's Power Wheel's toy—I have been written up, given a seven-day notice, and told she needs to be licensed at the age of seven and eight and has to have insurance to drive it. (Laughter)

The Simi Valley Police Department came in and told them different. Now I'm getting write-ups on safety issues. So something needs to be done desperately. I think, if there is some way to either—and I know with the budget—I understand totally. If anybody understands it, I do understand the budget. Please don't touch children's programs, whatever you do. But if there's some way at county or city level that there is something that can be added into it—maybe it's the mediation board that

needs to be assigned because the whole thing is, if there is in the law where there's a fine for illegal write-ups—I read something recently in the law where the write-ups are not supposed to be put in our rent slots—that's where our write-ups go. Everybody knows we get written up. And my seven-day notices are posted on the front door for everybody to come up and read while I'm gone, just because I stand up to them? And it's intimidation.

Thank you very much.

SENATOR DUNN: Vicki, thank you very much.

On a personal note, for those of you who don't know, not only is Vicki here in her own right as an advocate for residents, her mother was, or is, I should say, former state Senator Cathie Wright who I had the privilege of serving within the State Senate for two years, overlapping, before term limits caught up with Senator Wright. She was a huge advocate on behalf of residents in mobile and manufactured homes throughout the State of California. We miss her dearly in this term-limit environment in Sacramento because she was one of the few who had a lot of years of experience that we truly miss.

So please pass on our greetings, Vicki, if you would, please. Thank you for your testimony.

Martin, let's go to you. Remember, my admonition that we're on the short fuse, unfortunately, and with apologies.

MR MARTIN SINGER: My name is Martin Singer. I live at Western Skies Mobilehome, president of GSMOL, 766. Our park is a small senior park. Management in the last five years has basically turned it into a Gestapo, into a camp. They do what they want to do. The owner backs them 100 percent, if he doesn't encourage it.

I gave you both booklets up there that cover probably the last six years. I can go into it; but as you say, we don't have the time.

SENATOR DUNN: Unfortunately.

MR. SINGER: But hopefully, you'll read through the books. I spent a week putting these together.

SENATOR DUNN: We will, believe me.

MR. SINGER: There's different letters from different people in the park.

SENATOR DUNN: Okay. And I'm assuming, from your perspective, Martin, you are in agreement with some of the recommendations for resolution that had been suggested?

MR. SINGER: Oh, there definitely has to be resolution, especially with management. They have to know the laws. I asked them if they knew what the MRL was. They said "*no.*" I gave them a copy of it, as I gave to all the residents in the park.

SENATOR DUNN: We certainly shouldn't be in that situation where they don't even know.

MR. SINGER: They have no idea what the MRLs are.

SENATOR DUNN: Okay.

MR. SINGER: Plus, they have no idea what Title 25 is, and we just had several brand new homes put into the park. And HCD has just taken over Anaheim in the last three or four years. Anaheim went around and cited everybody in almost every park in Anaheim. Then when it got all the complaints from the residents calling City Hall and complaining, "*Why are you citing us for something you never enforced in the first place,*" then they said, "*Oh, well, wait. We don't want to do nothing with it. Let's get back to HCD.*" My home was put in without permit. Several other homes were put in without permits.

SENATOR DUNN: All right. Martin, thank you very, very much and to each of the three of you. Thank you for your testimony, and my humblest, humblest apologies that we are on a short fuse at this point in time.

Let's bring up our last three witnesses. They are Jean Stirling Stevens, Cindy Houhtalin -- I hope I pronounced that correctly—and Dr. John Belauf. Maury, why don't we bring you up as well too. And Ken or Wayne, we can add a fourth chair to it?

My same admonitions with apologizes, due to the fact that we are on our short fuse. Let us start. You are Jean?

MS. JEAN STIRLING STEVENS: I am Jean.

SENATOR DUNN: Okay. Great. I wanted to make sure I got my witnesses correct. Jean, why don't we start with you?

MS. STEVENS: All right. I won't go into what I turned in. I do want to state that I don't believe anything will work with the management until something is done regarding the owners. They are behind it. In most cases, they get exactly what they

want. They have picked people that they want everyone in the park to hate so that they could pull these various things that they pull. There needs to be some kind of enforcement placed upon the park owners. At times, when I have had conversations with HCD—someone were very high up and some were at a lower level—I have asked them, "*What seems to be your biggest problem?*" They both agree, completely, separately, their biggest problem was managers that lie.

The one high up, when I said, "*Well, what would you do about that? Would you have any suggestions?*" I certainly would have a suggestion. We need to be able to cite these managers and have something—a law that didn't pass a couple of years ago which would charge like $100 or something, and people said, "*Oh, that isn't enough.*" It doesn't sound like enough, but even a little bit, if it is on the record and then someone takes someone to court and you show that this park has all of these citations that is going to impress the court, that's going to impress the judge, but you've got to go against the top people. It's got to hit the owners in the pocketbook. It's got to definitely hit the owners.

Also, in my paper there, I did mention some problems and concerns about safety issues, and I had a little problem recently regarding HCD. They claim that they're health and safety but that they can't do anything about spacing. They wouldn't even look at something, so I need to find out how to get something like that handled because there have been some severe injuries, which I will not get into now, but we've got to go after the park owners. Thank you.

SENATOR DUNN: Okay. Jean, thank you again. My thanks for condensing your testimony as well because it's greatly appreciated, and we appreciate that you submitted your written testimony as well.

Dr. Belauf, we'll go to you, and then we'll conclude with Mr. Priest. John Belauf.

DR. JOHN BELAUF: Thank you, Senator. My name is John Belauf, and I reside at Lakeshore Gardens in Carlsbad, California.

I'm not quite sure how appropriate it would be introduce religion at a government function in today's day.

SENATOR DUNN: We probably already did with the cartoon, to be honest with you (laughter).

DR. BELAUF: Thank you for the correction, Senator.

Perhaps I can reference the Bible as a great piece of literature and recall the lessons that we've learned from David and Goliath. Senator and staff, thank you so much for being a surrogate David to so many deserving people. My heart went out to you folks when I heard you testifying. I heard people in tears, and I spent most of my life working with handicapped people. I know pain when I see it, and I know pain when I hear it. Once again, my heart goes out to you.

Senator, you requested suggestions. I consider myself the exception to the rule at this meeting. I consider myself fortunate to live at Lake Shore Gardens. I truly believe that from the management company, Bercher and Associates, and the onsite managers, Mr. Tom Benson, Jeannie Landau, the park seems to be quite competently run. There may be one or two issues that I may want to bring up at another time because we are short of time today. But generally speaking, I'm lucky to live there. It's a wonderful park, and people work hard to make it a park.

Senator, once again, I did not know David. David was not a friend of mine. But you, Senator, are a David, and I would like to invite the audience to give the senator a big round of applause for his role as a surrogate David in the fight against Goliath. (Applause) God speed, Senator.

SENATOR DUNN: That was not a paid, political announcement.

DR. BELAUF: I am new to California. This is the first time I've met the Senator and his staff. This was not a paid, political announcement, but I am very, very impressed with what I consider the integrity of this man and obviously his staff that support him. Thank you.

SENATOR DUNN: Thank you very much.

DR. BELAUF: And thank you, folks, for fighting the good fight.

SENATOR DUNN: John, thank you.

Now we'll hand the mike over to Maurice Priest. Unfortunately, this is going to be our last witness today because of the time frame. Again, I want to reiterate my invitation for those who came and wished to testify, but due to the time constraints, could not. You have written testimony today. You may give it to Mr. Tennyson, or submit it to us in the next few days or next week or two. We'll make sure it becomes

part of the official record. And again, my humblest apologies that we couldn't extend an open mike to additional witnesses.

MR. MAURICE PRIEST: Thank you, Senator Dunn. Maurice Priest for GSMOL.

I have two specific proposals for legislation. The first one was mentioned briefly by Milt Burdick earlier, that is, the provision in Title 25 that provides, in parks of 50 or more spaces, there should be someone available to respond to emergencies. Unfortunately, most park owners used to interpret that to mean that there would be a resident manager, someone living in the park, in all parks that have 50 or more spaces. Unfortunately, the interpretation today, many park owners are skirting that. They may be, you know, technically complying with the ambiguous wording in Title 25, but they're not complying with having a resident manager in the park, and we need a legislation that by statute would mandate a full-time resident manager in parks of 50 or more spaces.

So the first suggestion is based on the fact that sometimes it's not the manager that's causing the problem. Sometimes it's the total lack of any management at all. There are many park owners and corporations that own multiple parks in the same geographical area, and I'm seeing more and more examples of park owners that will fire resident managers, sell their mobilehomes, have one manager that makes the rounds periodically, maybe spending an hour or two in five or six parks in the same general geographical area, and that's their manager's. They'll always be there when the rent is due to collect the rent. But other than that, the respondent ?? problems are just not there. So that's the first suggestion.

The second one, and when Elaine Hostetter mentioned that one of the first hearings was 22 years ago, I'm sitting here thinking, *My, God, I was at that hearing.* And, Senator...

SENATOR DUNN: You were visiting as a grade schooler. (Laughter)

MR. PRIEST: That's right, that's right. And your predecessor, Senator Bill Craven, in response, said, "*You can't legislate personalities.*" He said if it was possible to legislate personalities, meaning, making managers friendly persons there in the parks, that would have been the first bill he introduced. But I'm convinced, after

working in this area so long, that most problems are linked to the lack of adequate knowledge by park managers.

So instead of pursuing just a strict licensing that we've done previously and it failed, primarily because the state said it was going to cost money and we don't have it, and we're back in that cycle again right now. So I'm calling this second piece of legislation, legislation for basic certification of managers, and it would basically work like this. It's just a brief outline, and then I'll be done.

HCD would appoint a taskforce; HCD would share the taskforce. It would be represented by mobilehome owners, park owners, park managers, local and state enforcement personnel so that you have all aspects represented. Because the legislation would be introduced next year in 2005, we're talking about legislation, that if passed, doesn't take effect until 2006. I don't think we can get an urgency measure in there. So I'm assuming, that if it passes next year, it becomes effective in 2006. The appointments would be made by HCD, by March 1 of 2006. The task force would meet in April, June, and August of 2006. Their sole purpose would be to develop a 50-question, multiple-choice question test designed to test a basic understanding of the MRL and Title 25.

By October 1, 2006, the test would be approved and available online by HCD. In other words, everyone's there. HCD enforcement personnel know what the most common Title 25 violations are in parks, whether it be common areas or mobilehomes. They could introduce five or six questions dealing with the most common Title 25 violations. The other questions from the MRL could cover a variety of subjects based on a short set of facts with three or four questions to follow but a 50-question multiple-choice question.

Number 5, commencing in October 2006, the basic certification test could be administered by park owners to their managers by trade organizations, such as WMA, and consumer groups, such as GSMOL. In other words, we're talking about self-certification which removes the largest expense that would prevent this legislation from being signed. The goal is not to make it impossible or difficult for people to comply. The goal is to impart knowledge and make sure people are setting the rules. So self-certification, I think is a first step that makes sense.

In 2007, all park operating permits and renewals received by HCD or sent by HCD to the park owners would increase by either $50 or $25. With nearly 5,000 rental parks in the state, I'm assuming that parks of over 50 spaces, 50 or greater spaces, might be in the neighborhood of 4,000 mobilehome parks. If we're talking $25 per year on top of that, an increase in the park operating permit, which every park owner has to pay, that would raise approximately $100,000. If it's $50, an annual $50 increase, that could raise $200,000 to fund this program.

So the HCD billing for the renewal of the permit to operate would include a notice to park owners, which must be signed by the park owners, certifying as to whether or not their park managers had taken and received a passing grade on the basic certification exam. The notice would advise park owners that compliance, by the time of their permit renewal in 2007, was encouraged but not mandatory but stating that the passage of the test by each resident manager would be mandatory at the time of permit renewal in 2008. In other words, they would have a limited time to be up to speed. But certainly, by 2008, when they get their renewal for permit to operate, they have to sign the certification indicating whether their managers had completed it or not. Park owners who have not certified a passing score by their resident managers would have to pay a penalty before their park permit to operate for 2008 would be renewed.

Nine. Failure to comply with certification would be grounds for a citation by the local or state enforcement agency, just like an unsafe condition in park common areas can be cited.

Finally, in the future, as the program stabilizes, additional and higher levels of certification could be developed and offered to resident managers desiring recognition for their knowledge and expertise in the area.

Thank you. (Applause)

SENATOR DUNN: Thank you very, very much.

Let me just take one minute with some closing comments.

I think Mr. Priest hit the nail on the head when he was underscoring Mr. Burdick's testimony earlier, which is, we've had some wonderful suggestions today. But to be frank about it, as a representative of those of us in public service, the fact

we had a hearing similar to this 22 years ago and nothing has happened is, frankly, an embarrassment.

I know that many of the parks—and we're not trying to cast judgment on every park owner or park management by any stretch of the imagination. There are some very, very good ones—both owners and managers—that are out there.

I think in my own view, in the past six years, the problems with respect to park managers, though, is on the increase; it's not on the decrease. It's not because there's evil people out there—well, there are. But more of it, I think, relates to—there are many park owners, whether by design or by their own financial circumstances, have focused less on the relationships within the parks and more on the ultimate bottom line. We get it; we understand it; we don't necessarily agree with that, and that there needs to be a refocus, whether it be a certification that's been advocated by a number of the witnesses today, or some of the liability issues that have been raised to ensure that the park owners know that they would be financially on the hook for bad managers. We will explore all of these various options.

I wish I could end this hearing by saying I guarantee you that another 22 years won't pass by without a solution. I certainly hope that's true. I hope another year or two doesn't pass without some solution here, but we are going to focus some energies on this issue, as we get back into the legislative session, starting in January and the months following January. It is a tough issue. Hopefully, we can do it on a consensus basis. But if not, one way or the other, we are hopefully going to see some legislative proposals in this area.

I know that there have been many in the past, and they failed for a variety of reasons. We hopefully can avoid the mistakes of the past, again focusing in on those managers, park owners, that are not doing the right thing and hopefully, improve the relationships that exist where the park owners and the park managers are in fact doing the correct thing.

I'd like to extend a thank you to our Sergeants-at-Arms, Ken and Wayne, to GSMOL for your hospitality and coffee, as well, and to the City of Garden Grove for opening up their doors and allowing us to use this facility.

I'll end also with an apology. I know there're others who wanted to testify. Unfortunately, we don't have time. I'm going to have to excuse myself. I usually hang

around to follow up conversations. This is one of the rare days where I cannot do that. Again, my humblest apologies, but thanks to all the witnesses as well. But most importantly, thanks to each and every one of you for taking time out to come to the hearing, to listen to the testimony, and to share your experiences with us in what I call politics the old-fashioned way.

It's important for us to come and have you at these hearings, but the most important component of all is when you, the citizens, in this great state of ours, come forward and participate in the political process, and this was just one little cog in that political machine.

Thanks to everyone for being here today. I know we'll have lots of communications on this and other issues in the coming weeks and months.

Thank you, everybody. We're adjourned.

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STAFF SUMMARY

Mobilehome Park Management Problems

Tuesday, October 19, 2004
Garden Grove Community Center
11300 Stanford, Garden Grove, CA

Staff Summary and Conclusion

Approximately 20 witnesses testified, almost all of whom were mobilehome park residents or former residents. Representatives of the park industry did not attend due to a western states park owners' convention held at the same time in Reno, Nevada, of which the committee was not aware at the time the October 19th hearing was scheduled.

The committee heard numerous complaints about management problems in various parks, from specific cases to general accusations. A couple witnesses testified that they did not have specific problems in their park but "knew" of problems in neighboring parks from friends. A few, alluding to a 1982 San Diego hearing of this committee addressing management problems, were critical of the fact that nothing had been done to in the 22 years since the first hearing. The chair requested that, in addition to a litany of complaints, speakers focus on constructive suggestions to remedy those complaints. Additional testimony and information may also be found in the Appendix in the form of letters or statements to the committee by residents, resident organizations or park associations forwarded to the committee since the hearing and prior to this printing.

Complaints: Generally speaking, testimony at the hearing included allegations that managers unreasonably interfered with residents' resale of their homes, managers made arbitrary rule changes or made up rules as they went along, managers enforced park rules unevenly, managers did not attend to maintenance problems in the park, such as sewage leaks or back-up or electrical and lighting problems, managers retaliated against homeowners who complained or reported health and safety violations to code enforcement agencies, managers violated or were ignorant of various provisions of the Mobilehome Residency Law (MRL) relating to resident rights, or that managers generally harassed, intimidated, bullied or yelled at residents in some parks. A few complained that they had no site manager in their park at all and that no one responded, or responded only after considerable delay, in the event of a park problem or emergency. Some of the testimony also digressed into other issues

Complainants' Recommendations: The most frequently mentioned recommendation was that the state set up a process for licensing – or at least certification – of park managers that included an education and testing component, arguing that this kind of process is necessary to raise the overall level of quality of managers over time. Both the Department of Real Estate (DRE) and Housing and Community Development (HCD) were mentioned as possible licensing agencies. Due to the problem of the state cost of a licensing program, some suggested a phased-in manager certification program would be a less expensive alternative. HCD would establish basic educational standards for certification and testing with homeowner and industry input by a certain future date.

Managers would have additional a year or more after the standards were adopted to become certified through a private education process, such as that offered by park association training programs. Parks would thereafter, at the time of the renewal of their permit to operate (PTO) have to provide HCD lists of their managers and vouchsafe their certification as a condition of renewal of the PTO.

Other recommendations by witnesses included:

- Creation of local mediation boards to resolve manager-resident problems;
- Creation of penalties or greater responsibility – presumably strict liability – for parks for the "misdeeds" of their park managers;
- A state requirement for bonding of park managers;
- A state requirement for criminal background checks for mangers;
- Creation of a state task force to explore dealing with management problems;
- A state requirement that parks have on-site managers, especially for emergencies;
- Establishment of model park rules and regulations, presumably in the MRL;
- The commitment of more state resources to the enforcement of existing mobilehome laws, or local and state prosecutorial enforcement of MRL;
- Establishment of some kind of standard of care in the management of parks, particularly with regard to seniors or children;
- Additional opportunities for homeowners to buy their parks, presumably the right of first refusal or more state loan funding;
- More oversight of unreasonable parking and towing practices in parks;
- A prohibition on "incentives" for parks from buying evicted residents' homes for a dime on the dollar so the park can resell them, or replace them with new homes, for a park profit – presumably a change in the warehouseman's lien process;
- A state requirement for playgrounds for children in 'open' or family parks.

The above is simply a list of the major recommendations made at the hearing, though not an exhaustive one. It is unclear how some of these suggestions would work or how – in a few cases – they relate to the focus of the hearing. At past hearings, park owner representatives have characterized resident complaints as anecdotal or isolated incidents, and with regard to management issues point out that ongoing association training programs and seminars raise the standard of the industry and help to resolve such problems. Given the fact homeowners have a vested interest in their homes in most parks and many of them are a 'vulnerable' population (seniors), even if not all the complaints are accurate or are simply anecdotal, the call for licensing is understandable.

The committee has taken some heat for not addressing this issue 22 years ago. But the costs of licensing and the bureaucracy required to implement it fly in the face of the direction of state government more today than even in 1982 – that is - greater efficiency, fewer costs and less bureaucracy. Moreover, the costs of licensing would have to be weighed against the problems which licensing is supposed to address, at least if they are the kinds of 'problems' and 'abuses' on which testimony was heard at this hearing. Would licensing really solve these cases, or would abusive managers simply be licensed? Granted, potential repercussions for managers might be greater in terms of suspension or permanent loss of a license, but the burden of proof or appeal to the licensing

bureaucracy would still be the homeowner's burden, much as any homeowner case against management in court today. The question is whether there are more effective alternatives.

Certification will have inherent costs for the state as well, depending on how it would be set up. If there was minimum state oversight, it may be a more realistic long-range goal than licensing if the industry can be persuaded that certification will benefit the park industry. There may be other suggestions that can be addressed as well, such as requiring criminal background checks, a manager standard of care, or possibly manager bonding. Revisiting the issue of on-site managers, who can be available in emergencies, also has merit, as current law in this regard is both confusing and convoluted.

The chair has already agreed to implement one of the recommendations of this hearing - the establishment of a task force of approximately 10 homeowner, industry and other representatives to discuss management 'issues' and certification and other suggestions. The task force met for the first time in January and will continue to meet periodically throughout the year.

# # #

APPENDIX

Mobile-Home Living

"There's No Home Like The One You Own!"

JOE SULLIVAN
Owner - Dealer
Realtor-Developer
562 428-3567

HEARING SENATOR JOE DUNN
OCTOBER 19, 2004

First, I would like to thank you, Senator Dunn, for the opportunity to attend these hearings. I am Joe Sullivan, a manufactured housing dealer and realtor. We have all heard the management horror stories, but today I want to touch briefly on some possible solutions.

Before I begin, I want to present you with this framed cartoon by John Collins, a Long Beach artist and a treasured friend. It was first published in my newsletter, "Mobile Home Living." I hope it will remind you of this hearing and the job that must be done here.

We appreciate your support of the "First Right of Refusal" bill. Please do not give up on this important right. If homeowners own their own park they would be able to fire bad management. While this won't solve all the problems, it would be a great start.

I mail my publications to your office, but perhaps you missed my article which pointed out that there is precedence for this law in real estate. When they convert apartments to condominiums the resident has the first right to buy.

The HCD investigator in our area tells me he has over 250 complaints on which he is currently working. When he submits a complaint to the District Attorney where a park manager has violated the Mobile Home Residency Act, most of the time they will not prosecute as they claim to have bigger fish to fry. I believe they think that HCD should handle it. HCD has no real power over park managers.

It is time to license park managers with the burden of continuing education. HCD does not want the job. Let us give it to real estate, where it belongs. These parks are real property. Real estate does a better job of enforcement. Heavy fines and the risk of managers losing their jobs should stop most of our problems.

A park manager admitted to me that he gets away with so much because most residents do not know the law. The only answer to unlawful acts is effective, meaningful and swift justice. Make park owners and their managers accountable, and the way to do this is to make them get a license.

I see a trend where people are losing their homes so that park owners can bring in new homes and thereby upgrade thier parks. I call this borderline legal but unethical. You get behind in your space rent, for any reason, and the park refuses to take your rent. They will not let you sell your home on site. Here are two changes that I feel are necessary to be made.

Parks must accept the rent, no matter who pays it. Home owners need a period of time to reinstate back rents without the very real threat of losing their homes.

I, myself, lost a home to a park because HCD made a mistake and did not get my name on title as legal owner. My home was sold. I never received notice. I received nothing from the foreclosure sale although there was an obligation owing to me of over ten thousand dollars, without interest. Senator, we need title insurance on our homes. The time has come.

Thank you.

Sullivan

DEL AMO MOBILE HOME ESTATES

2601 E. Victoria Street, Rancho Dominguez, Ca. 90220
(310) 537-5510 Office (310) 537-5637 Fax

Tuesday, November 02, 2004

Barbara Hamilton
2601 East Victoria Street, Space 77,
Rancho Dominguez, CA 90220

COPY

Re: Sale of Coach and Health and Safety Inspection

Dear Barbara Hamilton,

Del Amo Mobile Home Estates (DAMHE) Management is aware of your intent to sell your mobilehome, a 1978 Golden West Homes, Key West Model mobilehome, Decal Number LAB9745, located at Space 77. The mobilehome you are currently in possession of, located at 2601 East Victoria Street, Space 77, Rancho Dominguez, CA 90220, is twenty-five (25) years old.

Due to the age of your double-wide mobilehome, pursuant to Civil Code section 798.73 sub-section (b), you are required to have an inspection completed by a licensed inspector on the mobilehome. The inspector must make a determination that your mobilehome meets the construction and safety standards under sections 18550, 18552, and 18605 of the Health and Safety Code and the rules and regulations established thereunder.

If the mobilehome does not meet the criteria set forth in Civil Code section 798.73, you may sell your mobilehome for removal from Del Amo Mobile Home Estates (DAMHE) and you cannot conduct an on-site sale.

You will not be permitted to conduct on on-site sale nor will any applications be accepted by Del Amo Mobile Home Estates (DAMHE) until the inspection has been completed and the appropriate health and safety standards have been met.

NOT LEGAL PARK HAS 15 DAYS TO REPLY NOT A VALID REASON TO DENY

The Park Management does not recommend any specific company or individuals to perform the inspections, however, I advised your listing agent, Robert Corey, (310) 639-6253 office, (310) 639-6263 fax, that I would provide him with a few phone numbers of inspectors utilized by other Sellers in the past.

Your understanding and cooperation is greatly appreciated.

Sincerely,

COPY

Pete Velis, Jr.
DAMHE Manager

Cc: File
Law Office of Judy Tsai

916-446-0006 JOE SULLIVAN

NOTE - MAURICE PRIEST (LAWYER. GSMOL) SAYS IT IS AGAINST THE LAW FOR THE PARK TO DEMAND A PRE-INSPECTION TO SELL A HOME — HCD NO LONGER DOES PRE INSPECTIONS — CIVIL CODE SECTION QUOTED ABOVE DOES NOT CONSIDER TOTALITY OF SECTION. SUBSECTION B DOES NOT NEGATE SUBSECTION D

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.

totality of All Sections Apply
Subsection B does not negate subsection D
PARK MANAGEMENT HAS Burden of Proof

JOE SULLIVAN

Not Homeowner

DEL AMO MOBILE HOME ESTATES

2601 E. Victoria Street, Rancho Dominguez, Ca. 90220
(310) 537-5510 Office (310) 537-5637 Fax

Tuesday, November 02, 2004

Bankers Realty
19009 Laurel Park Road, Space 462,
Rancho Dominguez, CA 90220
(310) 639-6253 Office
(310) 639-6263 Fax

COPY

Three (3) Pages including the cover sheet.

Re: Barbara Hamilton
2601 East Victoria Street, Space 77,
Rancho Dominguez, CA 90220
Sale of Coach and Health and Safety Inspection

Dear Robert Corey,

Attached to this fax is the copy of a letter I sent to your client informing her of the request for the required inspection. The coach does fall within the parameters delineated by law, specifically section 798.73 sub-section (b), of the California Civil Code; a copy of that section of the law is attached to this fax.

As I mentioned to on Monday, November 01, 2004, when you hand delivered the mortgage payment amount for the new prospective homeowner, Park Management does not recommend any specific company or individuals to perform the inspections, however, I am providing you with a few phone numbers of inspectors utilized by other Sellers in the past.

1. Inspection Plus, Corp. (310) 347-3347 Office (310) 347-3310 Fax
2. Pro Home Inspections (760) 213-3740 Office (760) 295-2238 Fax

Also, regarding you client Ms. Webb, in order to offset the mortgage payment of her home I do require some type of document indicting the home is being sold. I do appreciate your submitting the escrow information. However, I do require some type of documentation concerning the sale.

Your understanding and cooperation is greatly appreciated.

Sincerely,

COPY

Pete Velis, Jr.
DAMHE Manager
Cc: File

JOE SULLIVAN

Western
Manufactured Housing Communities
Association

November 18, 2004

The Honorable Joe Dunn
California State Senate
State Capitol
P.O. Box 942848
Sacramento, CA 94248-0001

RE: Senate Select Committee Hearing on Problem Managers

Dear Senator Dunn:

I would like to provide you with some follow-up information regarding one of the witnesses who testified at the hearing in Garden Grove on October 19, 2004. The attached letter is the history or "the other side of the story" on the eviction of Ms. Alethia Cole from Del Amo Mobile Home Estates (DAMHE). As evidenced by the meticulous documentation by DAMHE, the community was well within the law to evict Ms. Cole due to her continued five-year problem of providing checks drawn on non-sufficient funds.

WMA would have liked to participate in the October 19 hearing and we notified your staff prior to the hearing that we were attending WMA's 2004 annual meeting in Reno, NV and were unable to attend. WMA strongly believes in the education of our resident managers and since 1993 we have had an education program for an accredited Manufactured Housing Community Manager known as the MCM program. MCM graduates are distinguished in areas of experience, education and ethical conduct. With over 700 graduates, these individuals must complete courses totaling 60 hours and pass corresponding exams. Continuing education is also required to maintain the MCM designation. WMA is very proud of the high quality education offered to our MCM participants.

Also attached is a copy of the latest Foremost study on *Manufactured Homes*. With over 21,000 respondents, 88% of residents indicated they were either very satisfied or somewhat satisfied with manufactured housing living, with 53% being very satisfied. With the title of the Senate Select Committee hearing being "Mobilehome Park Management Problems," I assure you that your target audience will most likely be all aggrieved park residents with personal stories to tell. May we suggest the next hearing have a more balanced approach and participants given more input into the date to enable a more rounded audience. As we work to resolve management/resident disputes we frequently discover there is another side to the story, as evidenced by the DAMHE case above.

We look forward to working with you again in 2005.

Sincerely,

Catherine Borg
Legislative Advocate

cc: Ken Miyake, N&K Commercial Properties
Bill Schweinfurth, Vedder Community Management
John Tennyson, Senate Select Committee on Mobile Homes

455 Capitol Mall, Suite 800, Sacramento, CA 95814
phone 916.448.7002 | **fax** 916.448.7085 | **web** www.wma.org

DEL AMO MOBILE HOME ESTATES

2601 E. Victoria Street, Rancho Dominguez, Ca 90220
(310) 537-5510 Office (310) 537-5637 Fax

Sunday, October 31, 2004

N&K Commercial Properties, Inc.
3424 West Carson Street, Suite 650,
Torrance, CA 90503
(310) 214-0115 Office
(310) 214-3841 Fax

Page(s) Four (4) including cover sheet.

Re: Space 16-Alethia M. Cole and Senator Dunn.

Attention: Ken Miyake

Dear Ken Miyake,

As per your request of Tuesday, October 26, 2004 I have researched the file of Ms. Alethia M. Cole and I have summarized the following information for your utilization:

On Thursday, June 25, 1998, Ms. Alethia Cole signed the Del Amo Mobile Home Estates (DAMHE) Lease Agreement with an effective date of Wednesday, July 01, 1998.

On Thursday, August 13, 1999, thirteen (13) months after moving into DAMHE, Ms. Cole was served with a Three (3) Day Notice to Pay/Sixty (60) Day Notice Of Termination Of Tenancy, hereafter referred to as a 3/60 Day Notice, for the non-payment of space rent and covenants. The 3/60 Day Notice was cured and her tenancy continued.

On Friday, November 19, 1999, one (1) month after receiving her first 3/60 Day Notice Ms. Cole was served with her second Three (3) Day Notice to Pay/Sixty (60) Day Notice Of Termination Of Tenancy within 12 months for the non-payment of space rent and covenants for the months of October and November 1999. Ms. Cole had attempted to submit a partial payment, which was returned, and the legal owner, The Associated Housing cured the notice on Ms. Cole's behalf, in accordance with the California Civil Code, and her tenancy continued.

On Friday, March 17, 2000, Ms. Cole's personal check, number 1999, for the amount of $383.75, which was submitted as payment for the month of May 2000 space rent and covenants was returned by her credit union for Non-Sufficient Funds (NSF). The situation was handled as a NSF check case.

On Wednesday, May 10, 2000, Ms. Cole received her third 3/60 Day Notice within a 12 month period of time. The 3/60 Day Notice was cured and her tenancy continued.

On Sunday, December 10, 2000, Ms. Cole received her second 3/60 Day Notice within a 12 month period of time. The 3/60 Day Notice was cured and her tenancy continued.

On Tuesday, December 12, 2002, Ms. Cole received her first 3/60 Day Notice within a 12 month period of time. Ms. Cole cured the 3/60 Day Notice; as part of the payment method she submitted one of her personal checks, number 2544, for the amount of $100.00. On Wednesday, January 08, 2003 her personal check was returned by her credit union for Non-Sufficient Funds (NSF).

Despite Ms. Cole's negative space rent and covenant payment history, along with having submitted a NSF check as payment to cure a 3/60 Day Notice, she had not defaulted on her agreed upon and signed Del Amo Mobile Home Estates (DAMHE) Lease Agreement for almost two (2) years. In an attempt not to complicate matters so soon after the Christmas Season the situation was handled specifically based on the submission and recovery of the funds concerning the NSF Check.

On Tuesday, May 13, 2003, Ms. Cole received her second 3/60 Day Notice within a 12 month period of time. The 3/60 Day Notice was cured and her tenancy continued.

On Monday, August 11, 2003, Ms. Cole received her third 3/60 Day Notice within a 12 month period of time. In compliance with the law concerning the unpaid 3/60 Day Notice the legal process to terminate the tenancy of Ms. Alethia Cole continued.

On Monday, September 29, 2003, Alethia Cole signed a legal stipulation acknowledging that for a period of twelve (12) months she, Alethia Cole, would submit the payment of her space rent and covenants prior to the fifth (5th) day of the month commencing Wednesday, October 01, 2003 and ending Friday, October 01, 2004. Violation of the agreed upon and voluntarily signed stipulation would entitle DAMHE to have a judgment issued for the possession of the coach; LA County Superior Court Case Number 04Q01186.

On Tuesday, May 05, 2004, Ms. Cole submitted a personal check, number 2920, for the amount of $466.00, as payment the May 2004 space rent and covenants. On Tuesday, May 17, 2004, nine (9) months after agreeing and signing the stipulation that specifically related that the space rent and covenant payments would be submitted on time she submitted her personal check, number 2920, for the amount of $466.00, which was returned to us by her credit union for Non-Sufficient Funds (NSF).

Alethia Cole was advised she was in violation of the agreed upon and signed stipulation agreement and the legal process to terminate her tenancy would continue.

On Wednesday, June 15, 2004 I received a letter from the Law Offices of Jack I. Esensten, along with a partial payment of the space rent and covenants.

On Thursday, June 16, 2004, the partial space rent and covenant payment was returned to the Law Offices of Jack I. Esensten and a letter advising the Law Offices of Jack I. Esensten that the legal process to terminate the tenancy of Alethia Cole would continue.

On Wednesday, July 20, 2004, the Alethia M. Cole documents were filed for an Unlawful Detainer action with the Los Angeles Superior Court, Compton Court, Case Number 04Q01186.

On Sunday, August 14, 2004, Alethia M. Cole, voluntarily sold her coach to Advantage Homes as evidenced by the copy of the Advantage Homes Intent to Sell form signed by Alethia Cole on 8-14-04 (see copy attached to this document).

Due to Alethia M. Cole's sale of her coach to Advantage Homes the legal process to terminate her tenancy was no longer needed. Ms. Cole had vacated the location and Advantage Homes took possession of the coach as per their agreement

Should you have any further questions and or require any further information please feel free to contact me. You understanding and cooperation is greatly appreciated.

Sincerely,

Pete Velis, Jr.
DAMHE Manager

Cc: File

FILE COPY

Advantage Homes

Manufactured Housing Specialist

www.advantagehomes.com

INTENT TO SELL

TO: PARK MANAGEMENT

RE: DEL AMO ESTATES Mobile Home Park.

ALETHIA M. COLE are currently residing at Space # 16 have sold their home to Advantage Homes. Please consider this as a written notification of Intent To Sell.

[ ] We would appreciate an inspection of the property at your earliest convenience. Please provide a list of the park up-grades and return to the address below, along with the current space rent, the space rent to the new buyer, amount of deposit, if any and date of any rental increases. Please indicate if Advantage Homes should hold any funds in escrow for utility billing or any backspace rent.

[✓] Advantage Homes has purchased the home indicated above for the purpose of pulling out the old home and replacing it with a new home or refurbishing the hold home for resale. Advantage Homes will submit plot plans and all necessary documents for your approval.

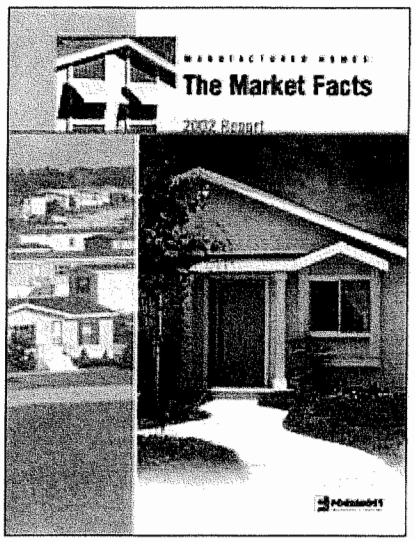
Ron Medina for Advantage Homes.

Seller: (X) Alethia Cole Date: 8-14-04

Seller: _____ Date: _____

We, the above signed seller, have given consent to Advantage Homes to make this request on my behalf.

ADVANTAGE HOMES 2340 PLAZA DEL AMO, SUITE 105, TORRANCE, CA 90501
Ph: (310) 618-9696 (310) 328-9400 Fax:



FOREMOST INSURANCE GROUP
A MEMBER OF THE FARMERS INSURANCE GROUP

Manufactured Homes: The Market Facts 2002 Report

The Market Facts is a publication of the Foremost Insurance Group. It presents the 2002 results of a study we do every three years of owners and residents of manufactured homes throughout the United States.

Knowing the market

In 1952 Foremost created the first policy designed specifically to cover mobile homes. We've been leading the industry ever since - and it's because of initiatives such as The Market Facts. We know our market. We know who our customers are, what kind of homes they have, what's important to them and how to reach them. With this publication, we're sharing that information with you.

For instance, did you know:

- **Sixty-three percent** of owners of manufactured homes who responded to the survey work full-time or part-time, and **30 percent** are retired.
- **Over half** of households surveyed have a home personal computer.
- **Forty percent** have actually purchased something over the Internet.
- Nearly **fifty percent** have their homes on their own private property.

This is just a brief sampling of the kind of information you'll find in this report. You can also find more information by taking the links below. We bet there's information in here that contradicts some of what you thought you knew about manufactured homes!

State-specific reports are available

As in past years, we also offer individual state-specific reports on the manufactured housing market. If you're interested in one of those reports, please review and print our **order sheet**. If you have any questions about our research please contact Lila Krueger at (616) 956-8261.

Thank you for your interest in The Market Facts. Enjoy!

> Get started:

- Trends in manufactured housing
- Demographics

- Opinions, trends and characteristics of manufactured home owners
- Computers and technology
- Manufactured home information and purchasing and financing facts
- Methodology, weighting the results and limitation

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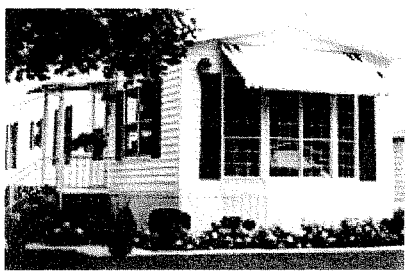
Manufactured Homes: The Market Facts
2002 Report

Trends in Manufactured Housing



In 1952 Foremost created the first policy designed specifically for what were then called trailer homes. We've been insuring this market for more than 50 years ... and we know more about the manufactured home market than anybody.

What makes us the experts?

Well, our fifty years of experience. And our research. We don't just make guesses about who our customers are. We talk to the owners of manufactured homes to find out about their lives. When did they buy their home? How do they like it? Is their home in a park or on private property? Do they own pets? Are they dog people or cat people? What kind of music do they like? How comfortable are they with technology? Personal computer use has been on the rise throughout the United States. Is the same thing true with owners of manufactured homes?

Understanding our customers better is what matters most

This is just a sample of the kinds of questions that we asked this group of manufactured home residents. These are the kinds of things we want to know. First of all, it helps us understand our customers better, and that's important to us. We remain leaders in this industry because we find out what's important to our customers and we provide it.

But we don't keep this gold mine of information to ourselves – we provide it to the industry as a whole. Other key players in the industry use the results of this study to make sure they're in touch with the people who live in manufactured homes. By watching the trends, you can plan new products and prepare for new consumer demands and expectations. Our studies also provide a realistic picture of people who live in manufactured homes, which helps dispel some of the many myths about this diverse community.

Some highlights of what we learned this time

In 2002 we learned that owners of manufactured homes are using technology more and more: use of computers and cell phones has risen dramatically. We know that an overwhelming percentage are happy with their homes – 88% said they are somewhat satisfied or very satisfied. We know that more than half of the people surveyed own a dog, and they listen to country music (the homeowners, not the dogs). What else do you want to know? Flip through the report and chances are good you'll find an answer!

> Next: Demographics

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Demographics:
Who Are Owners of Manufactured Homes?

It's only retired people, right? (Wrong.) Or mostly single-parent families? (Nope.)

What's the marital status of manufactured home owners? What's their net worth? What's their education level? Have a look at some of the highlights of the 2002 study:

- Homeowners' average age continues to rise – it's up to an average of 54.1, from 52.6 in 1999. (Those baby boomers just keep getting older!)
- Forty-seven percent have some college education; eighteen percent have a degree.
- Married couples, at 56%, make up the majority of households.
- More than half are employed full time, and 30% are retired.
- Household income is up: the median is $28,900.
- Average household size is 2.3 people.

The results tell the story - it's a diverse group we're working with. The old stereotypes of who lives in a manufactured home just don't match up with the reality. People from all stages of life are finding that manufactured home living is a good fit for them.

> For details: Demographic Charts
> Next: Opinions, Trends and Characteristics

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Demographic Charts

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Age of household head

	1990	1993	1996	1999	2002
Less Than 30 Years	9%	7%	8%	8%	7%
30 - 34 Years	12%	11%	10%	8%	8%
35 - 39 Years	11%	12%	10%	10%	8%
40 - 44 Years	10%	10%	9%	10%	9%
45 - 49 Years	8%	9%	8%	9%	10%
50 - 54 Years	7%	8%	8%	10%	10%
55 - 59 Years	7%	8%	8%	9%	10%
60 - 64 Years	9%	8%	8%	9%	9%
65 - 69 Years	9%	9%	9%	8%	8%
70 - 74 Years	8%	8%	9%	8%	8%
75 - 79 Years	6%	6%	7%	6%	7%
80 Years And Over	3%	4%	5%	5%	7%
Total Percentage	99%	100%	99%	100%	101%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*
Average Age	*50.8*	*51.7*	*52.8*	*52.6*	*54.1*

Employment status of household head

	1990	1993	1996	1999	2002
Full Time	61%	58%	57%	57%	55%
Part Time	6%	7%	7%	7%	8%
Retired	27%	28%	29%	29%	30%
Not Employed	6%	7%	6%	7%	8%
Total Percentage	100%	100%	99%	100%	101%
Number Responding	*18,034*	*16,396*	*21,814*	*22,060*	*21,344*

Occupation of household head

	1990	1993	1996	1999	2002
Retired	27%	26%	27%	28%	29%
Executive/Managerial/ Professional	14%	15%	15%	14%	13%
Technical/Sales/Admin Support	10%	8%	9%	9%	9%
Craftsman/Repairman	13%	12%	11%	10%	9%
Operator/Laborer	14%	14%	15%	16%	15%

Service	7%	7%	7%	7%	7%
Farming/Forestry/Fishing	2%	2%	2%	2%	2%
Student/Armed Forces/Other	12%	17%	15%	14%	16%
Total Percentage	99%	101%	101%	100%	100%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*

Marital status

	1990	1993	1996	1999	2002
Married	61%	61%	58%	57%	56%
Never Married	10%	9%	10%	10%	10%
Divorced/Widowed/ Separated	29%	30%	32%	33%	34%
Total Percentage	100%	100%	100%	100%	100%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*

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Education of household head

	1990	1993	1996	1999	2002
Grade School	7%	5%	3%	3%	3%
Some High School	14%	14%	13%	13%	14%
High School Graduate	41%	37%	37%	36%	36%
Some College (No Degree)	25%	27%	28%	29%	29%
Associate's Degree (2 Year)	~	5%	7%	8%	8%
Bachelor's Degree (4 Year)	7%	8%	7%	7%	7%
Post Graduate Degree	5%	4%	4%	3%	3%
Total Percentage	99%	100%	99%	99%	100%
Number Responding	*18,345*	*17,144*	*22,997*	*22,621*	*21,767*

Annual household income

	1990	1993	1996	1999	2002
Less Than $10,000	16%	13%	12%	10%	9%
$10,000 - $19,999	29%	25%	25%	23%	20%
$20,000 - $29,999	25%	25%	25%	23%	23%
$30,000 - $39,999	15%	17%	17%	18%	18%
$40,000 - $49,999	7%	9%	9%	11%	13%
$50,000 - $74,999	6%	8%	9%	12%	12%
$75,000 And Over	2%	3%	3%	4%	5%
Total Percentage	100%	100%	100%	101%	100%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*
Median Income Level	*$21,600*	*$24,000*	*$24,500*	*$26,900*	*$28,900*

Total net worth

	1990	1993	1996	1999	2002
Less Than $25,000	~	~	21%	23%	23%
$ 25,000 - $ 49,999	49%	48%	24%	23%	21%
$ 50,000 - $ 99,999	26%	28%	27%	26%	24%
$100,000 - $249,999	17%	17%	18%	19%	20%
$250,000 - $499,999	9%	8%	9%	10%	7%
$500,000 And Over	~	~	~	~	4%
Total Percentage	101%	101%	99%	101%	99%
Number Responding	*17,073*	*15,750*	*21,233*	*20,648*	*19,676*

Median Net Worth	*$53,000*	*$54,000*	*$58,000*	*$59,000*	*$62,000*

Household size

	1990	1993	1996	1999	2002
1 Member	25%	26%	28%	28%	28%
2 Members	38%	38%	38%	37%	39%
3-4 Members	30%	29%	27%	28%	27%
5 Or More Members	7%	7%	7%	7%	6%
Total Percentage	100%	100%	100%	100%	100%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*
Average Household Size	*2.4*	*2.4*	*2.3*	*2.4*	*2.3*

Population market size

	1993	1996	1999	2002
Less than 100,000	46%	40%	41%	43%
100,000 - 499,999	18%	20%	21%	20%
500,000 - 1,999,999	16%	18%	17%	19%
2,000,000 Or More	21%	22%	20%	19%
Total Percentage	101%	100%	99%	101%
Number Responding	*17,272*	*23,122*	*22,723*	*21,866*

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Family household designation

	1990	1993	1996	1999	2002
Husband And Wife	61%	61%	58%	57%	56%
Male And Other Relative	2%	2%	2%	2%	2%
Female And Other Relative	9%	9%	9%	10%	11%
Male Living Alone	8%	7%	8%	9%	8%
Female Living Alone	17%	19%	20%	20%	20%
Male And Non-Relative	1%	1%	1%	1%	1%
Female And Non-Relative	2%	1%	2%	2%	2%
Total Percentage	100%	100%	100%	101%	100%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*

Life stage

	1993	1996	1999	2002
Young Singles (Age < 35)	2%	2%	2%	2%
Middle Singles (Age 35 - 65)	13%	14%	15%	14%
Older Singles (Over 65)	10%	12%	11%	12%
Young Couples (Age < 45/No Children)	7%	7%	7%	6%
Working Older Couples (45 Plus/No Children)	14%	13%	12%	14%
Retired Older Couples (45 Plus/No Children)	14%	14%	13%	14%
Young Parents (< 45/Youngest Child < 6)	12%	14%	14%	12%
Middle Parents (< 45/Youngest Child 6 Plus)	15%	12%	11%	11%
Older Parents (45 Plus/Any Age Child At Home)	12%	10%	12%	13%
Roommates (Same Sex Non-Relatives)	2%	2%	2%	1%

Total Percentage	101%	100%	99%	99%
Number Responding	*17,272*	*23,122*	*22,723*	*21,866*

Percentage of households with members who are...

	1990	1993	1996	1999	2002
Less than 16 years	29%	28%	27%	28%	24%
16 - 19 years	10%	9%	8%	9%	9%
20 - 29 years	21%	16%	17%	17%	18%
30 - 39 years	31%	30%	27%	25%	22%
40 - 49 years	24%	25%	23%	27%	26%
50 - 59 years	20%	21%	22%	25%	27%
60 - 69 years	23%	22%	22%	21%	22%
70 years and over	19%	21%	23%	21%	23%
Number Responding	*18,420*	*17,272*	*23,122*	*22,723*	*21,866*

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Charts for Opinions, Trends and Characteristics of Manufactured Home Owners

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How MH is currently used

	1990	1993	1996	1999	2002
Owner Occupied Primary Residence	81%	79%	80%	79%	80%
Rent Primary Residence From Owners	5%	6%	6%	7%	8%
Summer/Winter Home	8%	4%	4%	3%	3%
Weekend Getaways/ Vacations	~	5%	3%	4%	3%
Rent Out To Others	5%	5%	4%	3%	3%
Relative Lives In It	~	~	2%	2%	2%
Storage/Vacant/Extra Bedroom	1%	2%	1%	1%	1%
Total Percentage	100%	101%	100%	99%	100%
Number Responding	*18,418*	*17,243*	*23,119*	*22,723*	*21,866*

Residence type

	1990	1993	1996	1999	2002
Live In Owned MH	82%	80%	82%	81%	81%
Live In Rented MH	5%	6%	6%	8%	8%
Live In Owned House	11%	12%	11%	10%	10%
Live In Rented House	0%	0%	0%	0%	0%
Apartment/Condominium/ Other	1%	1%	1%	1%	1%
Total Percentage	99%	99%	100%	100%	100%
Number Responding	*18,327*	*17,065*	*22,770*	*22,578*	*21,729*

When someone asks you what type of residence it is, what do you call it?

	1999	2002
Mobile Home	63%	62%
Trailer	19%	17%
Manufactured Home	10%	12%
House	4%	4%
Modular Home	2%	3%
Travel Trailer	1%	0%
Other	1%	1%

Total Percentage	100%	99%
Number Responding	*22,139*	*21,391*

Satisfaction with MH living

	1990	1993	1996	1999	2002
Very Satisfied	52%	51%	52%	52%	53%
Somewhat Satisfied	35%	37%	36%	36%	35%
Somewhat Dissatisfied	9%	9%	8%	8%	8%
Very Dissatisfied	4%	4%	3%	3%	3%
Total Percentage	100%	101%	99%	99%	99%
Number Responding	*17,816*	*16,939*	*22,437*	*22,149*	*21,314*

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How many MORE years planning to own current MH

	1990	1993	1996	1999	2002
1 Year Or Less	9%	11%	11%	11%	10%
2-3 Years	13%	13%	11%	11%	9%
4-5 Years	11%	11%	11%	10%	10%
Over 5 Years	11%	16%	13%	14%	14%
Always	57%	49%	55%	53%	57%
Total Percentage	101%	100%	101%	99%	100%
Number Responding	*17,049*	*15,997*	*21,005*	*20,302*	*19,596*

Total years ever OWNED any MH

	2002
Never Owned A MH	7%
Less Than 5 Years	17%
5 - 9 Years	22%
10 - 19 Years	31%
20 Years Or More	23%
Total Percentage	100%
Number Responding	*21,462*
Median Years	*10*

Total years ever LIVED IN any MH

	2002
Never Lived In A MH	5%
Less Than 5 Years	15%
5 - 9 Years	22%
10 - 19 Years	33%
20 Years Or More	26%
Total Percentage	101%
Number Responding	*21,599*
Median Years	*12*

Moved MH from one location to another within the last three years

	1990	1993	1996	1999	2002
Percentage	8%	7%	6%	6%	6%
Number Responding	*18,195*	*17,203*	*23,061*	*22,530*	21,704

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Manufactured Home Information and Purchasing and Financing Facts

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Mobile home model year

	1990	1993	1996	1999	2002
Before 1970	15%	13%	11%	9%	8%
1970 - 1974	25%	21%	18%	15%	13%
1975 - 1979	20%	19%	18%	15%	14%
1980 - 1984	20%	19%	16%	14%	13%
1985 - 1989	17%	19%	19%	17%	16%
1990 - 1994	2%	9%	13%	13%	12%
1995 - 1998	~	~	5%	15%	16%
1999 - 2002	~	~	~	2%	9%
Total Percentage	99%	100%	100%	100%	101%
Number Responding	*17,746*	*16,671*	*22,455*	*21,871*	*21,016*
Median Model Year	*1977*	*1979*	*1980*	*1984*	*1985*

Multi-section MHs

	1990	1993	1996	1999	2002
Percentage	24%	26%	28%	32%	36%
Number Responding	*17,782*	*16,917*	*22,579*	*21,173*	*21,824*

Exterior siding

	1990	1993	1996	1999	2002
Aluminum	76%	69%	65%	60%	55%
Vinyl	8%	13%	17%	24%	28%
Wood	7%	9%	9%	9%	9%
Masonite	8%	9%	8%	7%	7%
Other	0%	0%	0%	0%	0%
Total Percentage	99%	100%	99%	100%	99%
Number Responding	*18,001*	*17,031*	*22,614*	*21,981*	*21,230*

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MH roof type

	1996	1999	2002
Metal	59%	53%	51%
Shingles	29%	35%	38%
Rubber Composition	12%	11%	11%
Total Percentage	100%	99%	100%

Number Responding	*21,624*	*21,716*	*20,910*

Mobile home location

	1990	1993	1996	1999	2002
Park - Don't Own Lot	34%	37%	37%	36%	33%
Subdivision - Own Lot	6%	6%	6%	6%	6%
Condominium/Co-Op Park	1%	1%	1%	1%	1%
Owner's Private Property	42%	44%	45%	46%	49%
Someone Else's Property	16%	11%	11%	11%	11%
Total Percentage	99%	99%	100%	100%	100%
Number Responding	*18,338*	*17,174*	*23,106*	*22,704*	*21,836*

Current monthly park rent

	1990	1993	1996	1999	2002
Less Than $150	46%	36%	29%	22%	17%
$150 - $199	24%	22%	21%	18%	16%
$200 - $299	24%	29%	32%	34%	33%
$300 - $399	5%	10%	14%	18%	21%
$400 - $499	1%	2%	4%	5%	8%
$500 And Over	0%	1%	1%	2%	4%
Total Percentage	100%	100%	101%	99%	99%
Number Responding	*6,507*	*6,494*	*8,752*	*7,914*	*7,274*
Median Park Rent	*$155*	*$180*	*$200*	*$220*	*$240*

Number of spaces in MH park/subdivision/condo or co-op park

	1990	1993	1996	1999	2002
Less than 33 spaces	16%	15%	15%	16%	16%
33 - 65 spaces	14%	15%	15%	15%	15%
66 - 124 spaces	18%	18%	19%	18%	18%
125 - 224 spaces	19%	19%	20%	19%	19%
225 - 324 spaces	12%	13%	12%	13%	13%
325 - 524 spaces	11%	11%	11%	11%	11%
525 or more spaces	9%	9%	9%	8%	9%
Total Percentage	99%	100%	101%	100%	101%
Number Responding	*8,019*	*7,826*	*10,500*	*9,478*	*8,732*
Median Spaces	*125*	*134*	*130*	*125*	*125*

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Percentage owning...

	1993	1996	1999	2002
Dog(s)	48%	48%	49%	51%
Cat(s)	38%	39%	41%	42%
Number Responding	*17,272*	*23,122*	*22,723*	*21,866*

Features/Equipment in or on their MH

	1990	1993	1996	1999	2002
Smoke Detector	88%	91%	93%	94%	93%
Skirting	82%	82%	84%	85%	82%
Tie-Downs	51%	74%	70%	72%	72%
Fire Extinguisher	~	~	64%	65%	66%
Deck/Decking	~	~	~	~	60%

Personal Computer	~	~	23%	40%	56%
Dead Bolt Locks On All Exterior Doors	31%	33%	41%	49%	53%
Carbon Monoxide Detector	~	~	10%	16%	21%
Room Added After MH Placed On Site	~	15%	19%	19%	18%
Wood Burning Stove/ Fireplace	17%	16%	16%	17%	18%
Carport Attached to MH	~	~	~	~	16%
3-Season Room Attached to MH	~	~	~	~	7%
Burglar Alarm Reporting To Station	1%	1%	3%	5%	6%
Earthquake Stabilizing Device	3%	4%	3%	3%	4%
Fire Alarm Reporting To A Station	2%	1%	2%	3%	4%
Garage Attached To MH	~	~	3%	4%	2%
Basement	~	~	2%	2%	2%
None Of These Items	~	~	~	~	1%
Number Responding	*18,343*	*17,187*	*23,068*	*22,651*	*21,765*

Year MH was purchased

	1990	1993	1996	1999	2002
Before 1980	31%	23%	17%	13%	11%
1980 - 1984	28%	21%	15%	10%	9%
1985 - 1989	37%	33%	26%	18%	15%
1990 - 1994	3%	23%	33%	24%	19%
1995 - 1998	~	~	9%	30%	27%
1999 - 2002	~	~	~	4%	20%
Total Percentage	99%	100%	100%	99%	101%
Number Responding	*17,293*	*16,142*	*21,715*	*20,974*	*20,166*
Median Year MH Was Purchased	*1983*	*1986*	*1988*	*1992*	*1994*

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Market value

	1990	1993	1996	1999	2002
Less Than $2,500	8%	9%	7%	7%	8%
$ 2,500 - $ 7,499	26%	24%	20%	17%	16%
$ 7,500 - $14,999	25%	24%	22%	19%	16%
$ 15,000 - $19,999	12%	11%	12%	11%	10%
$ 20,000 - $24,999	7%	8%	8%	8%	8%
$ 25,000 - $29,999	6%	6%	7%	7%	7%
$ 30,000 - $34,999	4%	4%	5%	6%	6%
$ 35,000 - $39,999	3%	4%	4%	5%	4%
$ 40,000 - $49,999	4%	5%	6%	7%	7%
$ 50,000 - $59,999	2%	3%	4%	5%	6%
$ 60,000 - $74,999	2%	2%	3%	4%	5%
$ 75,000 - $99,999	1%	1%	2%	3%	5%
$100,000 And Over	0%	0%	1%	1%	3%
Total Percentage	100%	101%	101%	100%	101%
Number Responding	*15,801*	*15,146*	*20,862*	*20,271*	*19,273*
Median Market Value	*$10,000*	*$11,000*	*$15,000*	*$17,000*	*$20,000*

MH purchase source

	1990	1993	1996	1999	2002
New From A Dealer	42%	41%	39%	40%	41%
New From A MH Park	3%	3%	3%	3%	3%
Directly From A Factory	~	~	1%	1%	2%
New From A MH Broker	1%	1%	1%	1%	1%
From A Private Party	35%	36%	35%	34%	33%
Used From A Dealer	10%	9%	9%	9%	8%
Used From A Real Estate Agent	5%	4%	6%	7%	7%
Used From A MH Park	2%	2%	2%	3%	3%
Used From A MH Broker	2%	2%	2%	2%	1%
Bank Repo/Auction/Govt	0%	2%	2%	2%	2%
Total Percentage	100%	100%	100%	102%	101%
Number Responding	*17,826*	*15,955*	*21,704*	*20,913*	*20,141*

Financed at the time they purchased their MH

	1990	1993	1996	1999	2002
Percentage	64%	62%	64%	65%	59%
Number Responding	*17,720*	*16,059*	*21,196*	*20,561*	*21,719*

Currently financing their MH

	1990	1993	1996	1999	2002
Percentage	37%	35%	35%	39%	36%
Number Responding	*17,973*	*16,146*	*21,654*	*20,895*	*21,670*

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Manufactured Homes: The Market Facts
2002 Report

Methodology, Weighting the Results and Limitation

Methodology

The study, conducted by the Foremost Insurance Group of companies, used NFO WorldGroup's household panel. National Family Opinion has the largest panel of households and consumers in the world. More than 600,000 cooperating U.S. households make up that nationally represented panel and the reserve pool.

These households have committed themselves to answer questions and their complete demographic profiles are on file. NFO WorldGroup's representative households are balanced to match exactly the U.S. Census percentage distribution in total and within each geographic division, according to market size, age of household head, annual household income and size of household. Quotas are drawn from the latest available U.S. Bureau of Census data.

In 2002, questionnaires went to 39,163 owners and/or residents of manufactured homes. Of those surveyed, 21,866 returned completed questionnaires for a usable return rate of 56%.

Weighting the Results

Results are weighted by state to reflect the current distribution of manufactured homes countrywide. The weights are based on the Census of Housing counts by state. The cases are weighted during processing using the WEIGHT command of the SAS system that is used to do the data analysis.

Limitation

The study is limited by the panel as opposed to a random sample of owners and residents of manufactured homes. Since there is no countrywide list of all existing owners of manufactured homes available for sampling, the panel offers the only access to the entire existing market.

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Schock

HUNTINGTON SHORECLIFFS PRESENTATION

First, I want to thank the Senator and the committee for holding this hearing in an attempt to remedy potential problems and to improve communications between the managers, owners and mobile home park residents throughout the state.

Additionally, Senator Dunn, I would like to thank you for your past and ongoing efforts to improve mobile home living and for thieving for fairness in the laws of this chosen lifestyle. If no one has stopped to say "thank you", we should have, and I do.

I am here today to discuss the managerial/ownership problems past and existing at Huntington Shore cliffs Mobile Home Park, located in Huntington Beach, California. Huntington Shorecliffs is classified as a "senior park" allowing by law no one to reside less than 55/45 years of age.

In 2003 we had onsite managers, Wayne and Dorothy Beers, who we felt were in total communication with the residents, who understood the problems seniors often experience, and who placed importance on solving any problem that may arise. At that time I will attest that it was a truly peaceful, affordable and rewarding place to reside.

However in 2003 these managers were fired, resulting in legal action, and the then general Managers, ***The Bendetti Group***, and the ***property owners, the Rohr family*** (See attached Fictitious Name Statement #) assigned one of their personnel, Mr. ***Bill Mecham*** to manage the park, and who in turn employed one ***Eileen Krammer***. ***Ms. Krammer*** herself was the subject of a lawsuit brought by a mobile home park against her and the ***Bendetti Group***, and the then manager ***Bill Mecham***. See: **Fernwood Mobile Home Park v. Almeyda,** Cal.App.4th Dist. Dec 20, 2002.

In 2003 the ***Rohr Family***, the ***Bendetti Group*** and ***Mr. Mecham*** removed a much in demand laundry room and converted the same into a Real Estate office for ***Family Homes.*** ***Family Homes*** then proceed to bring in homes manufactured by ***Cavco*** (Fictitious Name Statements #). Additionally, all homes within the park that were for resale went through ***Family Homes***. A large sign was placed in the entrance of the Park noting that Huntington Shorecliffs, a senior park, was now advertising ***"Family Homes."*** This caused many complaints as carloads of families with small children appeared, other real estate agents complained about being restrained from doing business in the park and when investigated, I personally discovered that they were in fact, advocating a family home environment which would eventually lead to an adult park status.

A letter was written to you personally and you informed us that this particular problem would fall under the jurisdiction of the City of Huntington Beach (See: Ltr-Dunn #). We then went to the City and they filed for a Temporary Restraining Order and same was granted. It took the City and residents more time to have the sign removed, but eventually it was done to our satisfaction. *NOTE: Copies of the Restraining Order and related documents have been ordered from the City, but the city was unable to provide same within the necessary time limit.*

There were also complaints about 'inspections' taking place on the premises by the managers and ordering repairs in accordance with new Rules and Regulations that were brought in to supersede the old rules and regulations. The repairs necessary to be in accordance with these new rules and regulations were often too costly for the seniors, and often widows, to meet. Consequently, a 'financial manager' was referred to by the managers and often the home was sold to ***Family Homes***, where the fair market value is questionable at best.

The Rules and Regulations brought in by the new management were predicated upon the Rules and Regulations of a mobile home park known as Lincoln Center in Cypress. Please note that Lincoln Center Mobile Home Park have sued successfully the ***Bendetti Group*** resulting in at least one verdict for the Plaintiff in the sum of 2 million dollars. See: Citation will be provided under Separate Cover.

Eileen Krammer employment was eventually terminated. ***Mecham*** then terminated his professional partnership with the ***Bendetti Group*** and in a Memorandum dated June 3, 2004 he informed the residents that he had started a company and was now the sole manager of Huntington Shorecliffs. (See Memo and Fictitious Name Statement #).

He brought with him to assist in managing our park a Vicki-McCoy Burke, former managers of Lincoln Center. Additionally, he married the other manager "Millie", brought in by him. Neither of these women are seniors, yet Vicki-McCoy Burke resides on the premises in a new home brought in to accommodate her, which exceeds $130,000 for the coach itself and the surrounding attached garage, air conditioning, landscaping etc., well exceeding $200,000. Her father was then brought in and is living in a separate unit on the premises and his job has yet to be defined to any of the residents in the park. Ms. McCoy-Burke has also brought into her home her 24 year old daughter and her 40 year old ex-husband. Ms. Burke is 42. Neither Ms. Burke nor her father absorbs the rent, trash, water, insurance and related costs. See: **Fair Housing Act of 1995.**

AT PRESENT:

Since 2003 we have received new Rules and Regulations, which are often in contrary to the MRLs. We hired a law firm to review these documents, Enderman, Lincoln, Turek & Heater, LLP, and apparently they have been negotiated to finality, but at this time we have received nothing from ***Mecham.*** I personally have been told by him that we would receive our copy weeks ago. NOTE: the majority of the Park residents **did not** sign the new rules and regulations. This new Regime is operating as if the Rules and Regulations are in full effect.

In a Memorandum dated January 16, 2004 ***Mecham*** indicated that there would be increases in the following: Property Tax, Insurance and Trash, totaling the sum of $65,793.23. Our Insurance alone increased $44,621.36. We have made numerous verbal and written requests for the original insurance policy and the original invoice. We have

done the same with the Property Tax and the Trash Contract. As of this writing neither the residents or our "Homeowners Association" as received this documentation. See: **Davis-Stirling Common Interest Law**, ***Civil Code Section*** 1365.9, Title 4.

We hold particular interest in our insurance increases since they increased by itself $44,621.36 and though I was finally able to verify the property tax bill through the County of Orange, it does not match the breakdown given by the ***Mecham Regime***.

On **June 10, 2004** I held a meeting in one of the park's clubhouses' and received a letter of harassment thereafter by ***Mecham***. See: Ltr **June 11, 2004 / Response of June 15, 2004**. This letter was clearly designed to intimidate and harass me into leaving the ***Mecham Régime*** alone and not to question it's actions.This source of intimidation has been felt by many of the residents here in the park.

CLOSING:

Since the ***Family Homes*** have been removed from the Park, the primary realtor is now ***Advantage Homes***. Other realtors have been harassed and initimidated into not coming to the park to resale homes. ***Advantage*** is now offering anyone who wants to sell a lower price than the fair market value, and when purchased, the home, despite its condition, is towed. Placed on that lot is a new more expensive home (Average $200,000). I recently had my home (a custom home) assessed by ***Advantage*** for $120,000 when other realtors have assessed it at $150,000.

There are at least 3 different leases in the park that I know of and in February, 2006 through a personal conversation with ***Mecham*** the rent will go up to 18% and 15% every year after for a period of 5 years. At that time the rent will increase and the cycle will continue for another 15%.The average rent at the park now is $725.00.

Senator Dunn, we do not begrudge the owners of the Park from their profit. However, we do feel that these increases are clearly designed to eliminate any and all senior personnel here by increasing the rent higher than they can financially manage. Senator Social Security which many of our residents live from is increasing this year by only 3% which medi-care is increasing by 17%.

Many of our people have already left the park and found homes which their children. If you were to speak with these people you would find that none of them wanted to live with their children and surrender their independence. However, they had no choice. The market here at Huntington Shorecliffs is far beyond retirement stage although many were promised that they could live here until they died without the large increase in rents. That no longer holds true and in August, 2004 we had 56 coaches turn over just in that month. The seniors here feel intimidated and harassed and the stress and strain on their lives is tremendous. Most are afraid to fight the ***Mecham Regime*** for fear of recrimination and therefore have given up their homes. Communication from the ***Mecham Regime*** is almost non-existent.

We are asking at this time that this particular Mobile Home Park be given attention of sorts especially in the area of the increased rated of insurance, property taxes, trash and utilities. And we are asking for a complete accounting of these increased costs and that our Senior be given consideration so that they may live their lives out in a promise they were given over 30 years ago.

Brenda Wooten-Schock

Rhinehart

UPLAND ELDORADO M.H.P. HOME OWNER'S ASSOCIATION
Golden State Manufactured-Home Owner's League, Inc. - Chapter 728
1400 W. 13th Street, Space 209, Upland, CA 91786

SENATE SELECT COMMITTEE ON MOBILE HOMES

Public Hearing on Mobilehome Park Managers

October 19, 2004

CHAIRMAN DUNN AND MEMBERS OF THE COMMITTEE, I AM LARRY RHINEHART, PRESIDENT OF THE UPLAND ELDORADO HOME OWNERS ASSOCIATION – GSMOL CHAPTER 728

I AM PLEASED TO HAVE AN OPPORTUNITY TO SPEAK TO YOU TODAY REGARDING WHAT CAN, OR SHOULD, BE DONE TO "PROFESSIONALIZE" THE FUNCTION OF MOBILEHOME PARK MANAGEMENT. IT IS CLEAR THAT THERE ARE SOME, IF NOT MANY, UNPROFESSIONAL, ARBITRARY, ABUSIVE, AND CAPRICIOUS PARK MANAGERS IN THE BUSINESS. THEY THRIVE ON THE POWER AND AUTHORITY VESTED IN THEM BY THE PARK OWNERS.

FRANKLY, THERE IS NOT MUCH OF SUBSTANCE THAT I CAN ADD TO WHAT YOU'VE ALREADY HEARD TODAY, OR HAVE LEARNED FROM YOUR PREVIOUS RESEARCH INTO THE PROBLEM.

I WILL OFFER MY OPINION REGARDING WHAT I BELIEVE WOULD BE YOUR MOST EFFECTIVE COURSE OF LEGISLATIVE ACTION, BUT BEFORE I DO, I WOULD LIKE TO SUGGEST A SOLUTION TO A PROBLEM OF EQUAL IMPORTANCE AND SIGNIFICANCE WITH RESPECT TO PARK "RULES AND REGULATIONS."

CURRENT LAW ESSENTIALLY IGNORES THE RESIDENTS INTERESTS AND CONCERNS IN AS MUCH AS THEY ONLY PAY LIP SERVICE TO THEM IN

THE PROCESS OF "NEGOTIATING" MODIFICATIONS TO EXISTING "RULES AND REGULATIONS" BY ALLOWING THE PARK OWNERS/MANAGERS TO UNILATTERALLY IMPOSE NEW RULES WITH OR WITHOUT RESIDENT APPROVAL OR CONCURRENCE.

TO CORRECT THIS GROSS INEQUITY, I HOPE THAT YOU WILL SPONSOR LEGISLATION TO REQUIRE RATIFICATION BY A MAJORITY OF PARK RESIDENTS PRIOR TO ENACTMENT. MANY RULES ARE ALREADY UNNECCESSARILY BURDENSOME, HEAVY HANDED, AND RESTRICTIVE WITHOUT COMPOUNDING THE PROBLEM BY ALLOWING PARK OWNERS/MANAGERS FREE REIGN IN MAKING THEM EVEN MORE RESTRICTIVE.

ONE OF YOUR GREATEST WORKS WOULD BE TO DEVELOP A UNIVERSAL SET OF "RULES AND REGULATIONS" THAT WOULD PROTECT THE INTERESTS OF BOTH, THE RESIDENTS AND THE PARK OWNERS/MANAGERS, MUCH LIKE THE "MOBILEHOME RESIDENCY LAW" DOES.

FOR REFERENCE, I HAVE PROVIDED COMMITTEE STAFF WITH A COPY OF THE ONEROUS, THREATENING, AND INTRUSIVE "RULES AND REGULATIONS" FROM MY PARK. I HOPE THAT YOU WILL USE THEM AS STARTING POINT TO ESTABLISH MODEL "RULES AND REGULATIONS."

I'M OF THE STRONG OPINION THAT POOR "RULES AND REGULATIONS" ARE THE "ROOT CAUSE" OF POOR MANAGEMENT, AND UNLESS YOU ADDRESS THAT PROBLEM, YOU WILL NOT BE ABLE TO EFFECTIVLEY SOLVE THE "BAD MANAGER" PROBLEM.

NOW WITH RESPECT TO DEALING WITH THE ISSUE OF MOBILEHOME PARK MANAGEMENT PROBLEMS, I BELIEVE THAT YOU HAVE A GOOD HANDLE ON THE ISSUE AND POTENTIAL SOLUTIONS, HOWEVER THERE

ARE SIGNIFICANT PROBLEMS IN EACH OF THE PREVIOUSLY SUGGESTED IDEAS:

- I BELIEVE THAT STATE LICENSING OR CERTIFICATION MAY BE A GOOD STEP IN "QUALIFYING" MANAGERS, BUT IT VERY LIKELY WOULDN'T TAKE THE "MEANNESS" OUT OF THE BASIC CHARACTER.

- ALTERNATE DISPUTE RESOLUTION MAY WORK IN SOME INSTANCES, HOWEVER BY DEFINITION IT REQUIRES A RESIDENT TO "STAND UP" TO PARK OWNERS/MANAGERS, AND MOST RESIDENTS ARE TOO FEARFUL TO DO IT. THEY KNOW THAT IF THEY GO AGAINST THE CALIBER OF MANAGERS THAT ARE BEING ADDRESSED HERE TODAY, THAT THEY WILL BE SINGLED-OUT FOR PUNITIVE ACTIONS. BEYOND THAT, THE COSTS TO STAFF SUCH A PROCESS WOULD BE PROHIBITIVE.

  NO... I'M AFRAID THAT YOU HAVE TO SOLVE THE PROBLEM, NOT JUST HOPE THAT PEOPLE WILL SOMEHOW JUST "ALL GET ALONG."

- AT A TIME WHEN THE STATE BUDGET IS UPSIDE DOWN AN OVERSIGHT AGENCY IS SIMPLY TOO COSTLY. SUGGESTIONS TO OBTAIN THE NECESSARY FUNDING FROM RESIDENTS ARE FOLLY! MANY RESIDENTS LIVE ON FIXED INCOME AND SIMPLY CAN'T AFFORD SUCH EXPENSE.

- OF THE NOTED SUGGESTIONS, STANDARD OF CARE MAY BE THE MOST EFFECTIVE IDEA IN THE LONG-TERM, HOWEVER THE RESIDENTS WOULD HAVE TO STAND UP TO THE MANAGERS TO INITIATE ENFORCEMENT, AND ALTHOUGH IT MAY WORK IN SOME CASES, IT GENERALLY WOULD NOT. YOU HAVE TO REMEMBER THAT A GREAT MANY MOBILEHOME RESIDENTS DO NOT HAVE THE

ACUMEN, NOR THE FINANCIAL WHEREWITHALL TO "FIGHT THE FIGHT" ON THEIR OWN.

HERE IS MY SUGGESTION FOR HOW TO MOST EFFECTIVELY SOLVE THE PROBLEMS OF MOBILEHOME RESIDENTS:

CONTROVERSIAL AS IT WOULD BE, I BELIEVE THAT THE BEST SOLUTION WOULD BE FOR THE STATE TO ESTABLISH A PROGRAM TO ASSIST THE RESIDENTS TO BUY THEIR PARKS, OR TO PARTICIPATE IN OPERATING THEIR PARK THROUGH NON-PROFIT OWNERSHIP. THERE COULD BE LEGISLATION THAT WOULD ESTABLISH A PROCESS AND TIMEFRAME TO CONVERT ALL PARKS TO RESIDENT OR NON-PROFIT OWNERSHIP.

THERE ARE OBVIOUSLY ISSUES THAT WOULD HAVE TO BE ADDRESSED IN ORDER TO MAKE IT HAPPEN, BUT THERE IS A WORKING "MODEL" TO FOLLOW IN THE FORM OF THE "RESIDENT OWNED PARKS" BRANCH OF GSMOL. THE TOUGHEST THING TO DO WOULD BE TO "ENCOURAGE" (FORCE?) THE PARK OWNERS TO GIVE UP THEIR CASH COWS.

IN SUMMARY, I ENCOURAGE YOU TO NOT MERELY "ADDRESS" THESE ISSUES, BUT TO SOLVE THEM ONCE AND FOR ALL!

THANK YOU FOR YOUR ATTENTION AND YOUR SINCERE EFFORTS TO CORRECT THE VERY REAL PROBLEMS THAT AFFECT MOBILEHOME PARK RESIDENTS.

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Larry Rhinehart, President
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Upland, CA 91786
(909) 920-9566 Home/(909) 730-3005 Cell
Larry.Rhinehart2@verizon.net

UPLAND EL DORADO MOBILEHOME PARK
1400 West 13th Street
Upland, California

A COMMUNITY FOR OLDER PERSONS (55+)

RULES AND REGULATIONS
2001

Space No.: 209

Resident Name: _____

Resident Name: _____

Resident Name: _____

Resident Name: _____

EQUAL HOUSING OPPORTUNITY

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY OR FOR ARBITRARY REASONS UNDER STATE LAW - DISCRIMINATORY ACTIONS OF THE MANAGEMENT, HOMEOWNERS, RESIDENTS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE TENANTS, RESIDENTS, OR GUESTS BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE COMMUNITY OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE AUTHORITIES FOR PROSECUTION.

I. INTRODUCTION: * 100

A. Basic Rule Applicable to All: These Rules regulate a variety of subjects, but not every conceivable act or omission which is disturbing, annoying, hazardous, dangerous or offensive to others. Accordingly, the overarching requirement is that each Resident is required to adhere to a covenant of good faith and fair dealing including a duty to (i) behave reasonably, respectfully, and consistent with the rights of Owner and others; (ii) do nothing to unreasonably or adversely affect Owner or others; and (iii) do nothing which may unreasonably endanger anyone or other persons' property, result in any nuisance recognized in the law, or violate any one's legal rights. This rule and regulation, as well as all of the other rules and regulations apply to all Residents, Park employees and its agents, and guests.

B. Typical Residential Neighborhood Standard and Enforcing Compliance: As a general rule, the community is similar to other residential neighborhoods in our geographic area. Thus, residential activity such as periodic or intermittent disturbance, disruption or other contact or observation of others may occur which may be personally offensive. For example, your neighbors may periodically schedule a party, operate their lawn mowers or other noisy equipment, disturb residents with noise of autos or motorcycles, park a vehicle unattractive to you in their driveway, entertain guests who are discourteous, or do other things which commonly occur in any other neighborhood which will disturb you.

C. "...Can't We All Just Get Along ??..." If one of your neighbors, another resident or their guest is unreasonably disturbing you or others, you agree to affirmatively contact the person and make reasonable efforts to resolve the objectionable conduct or conditions. If the problem is one reasonably proper for seeking intervention of police or other public authorities, it is required that appropriate contact be initiated and a complaint filed. If you cannot reach a resolution with a neighbor, and remain materially disturbed or annoyed, management may also attempt to take reasonable steps to try to reach some mutually acceptable resolution.

D. Prudent Efforts to Mediate Lifestyle Disputes: Owner will reasonably try to seek conformance with these Rules and Regulations, but at the discretion of the Owner, minor or ordinary occurrences tolerated in a typical neighborhood constitute modern day life which cannot be avoided or remedied to the personal satisfaction of all. There will also be instances where we will not be able to be successful in enforcing these rules when we reasonably seek to do so. In many instances, it may be impossible or impractical for us to enforce these rules because, for example, our legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain or likely, the severity or lack thereof of the violation warrants no enforcement activity, and due to other practical and legal reasons. Because of these and other similar considerations, you agree that by freely establishing and continuing tenancy, owner will not be liable for disturbances commonly foreseeable in a residential community, nor are we liable for inconsistent or lack of enforcement of these Rules and Regulations.

E. Other Rules and Regulations and Documents: Other Rules and Regulations and documents are referred to herein and may also be incorporated in our rental and lease agreements or posted in the Park. These other Rules, Regulations, documents and posted signs, including all changes which may periodically be made to any of them are incorporated into these Rules and Regulations by this reference.

F. Reasonable and Lawful Interpretation and Application of Rules and Regulations: It is our intention to interpret and apply all of these Rules and Regulations reasonably and lawfully. If, for any reason, any portion of these Rules and Regulations are unlawful, that is the result of a mistake and that portion which is unlawful shall be deemed to be automatically deleted without further action on our part and all of the remaining Rules and Regulations will remain in full force and effect. Any such regulations reflect owner's legal advice and reasonably intended to promote interests of the owner.

* G. Disclaimer of Liability: Any disclaimers, releases or indemnification provisions of these rules ands regulations are intended to release owner as defined below of liability to the fullest extent permitted by law. If, for any reason, any portion of these Rules and Regulations are adjudged unlawful, such portion shall be deemed automatically deleted without further action on our part and all of the remaining Rules and Regulations will remain in full force and effect.

H. Lease: In the event that any conflicts exist between the terms of a Lease Agreement having an original term of longer than twelve (12) months and these rules and regulations, the terms of the Lease Agreement will prevail until its expiration.

I. Changes to Rules and Regulations and Severability: These Rules and Regulations may be amended as permitted by the Mobilehome Residency Law at any time and constitute impermanent conditions and covenants of tenancy. No rule and regulation may be relied on as constituting an irrevocable entitlement, privilege or right with respect to any specific or particular attribute of tenancy. Rules may always be amended or deleted. Any required changes based on the Mobilehome Residency Law will apply. If any part of these Rules and Regulations or any document referred to in them, or application thereof as to any person or circumstance, is adjudged invalid or unenforceable, the remainder will remain enforceable to the fullest extent permitted by law.

J. Conduct: When specific conduct is required or prohibited, the required or prohibited conduct is applicable to Guests as well as Residents, even though specific reference is not made to Guests. You are financially responsible for any damage or injury to persons or property caused by you, other members of your household, or your guests

K. Compliance with Law and Lease and Rental Agreement:

(1) You may only reside in the Park and use its facilities if you comply with these Rules and Regulations, including all amendments, additions or changes, as well as all other conditions of your tenancy. No violation by you of any Federal, State, or Local Law or Regulation or Administrative Order is allowed. Also prohibited is any violation of any term, condition, or other provision of the lease or rental agreement applicable to anyone's tenancy or residency in the Park or these Rules and Regulations. Building permits are required before many improvements may be made and it is your responsibility to determine when permits are required and obtain them and all necessary inspections and approvals. It is Homeowner's responsibility to insure that all work done by Homeowner or for Homeowner by others, including, but not limited to, the installation of Homeowner's mobilehome, driveway, walkways, or any other equipment or improvements of any type, is completed in compliance with all applicable State, City, County and Park's, laws, codes or standards.

L. Injunctive relief: may be sought without proof of irreparable harm or lack of an adequate legal remedy in the event of a violation of these rules and regulations. A violation of these rules and regulations raises a conclusive presumption of irreparable harm and lack of adequate legal remedy and proof thereof is agreed to be unnecessary.

55 2. **HOUSING FOR OLDER PERSONS: THIS IS A PARK FOR "OLDER PERSONS:"** The park is restricted for residency by "Older Persons" defined as 55 years of age or more. All regularly residing residents on the space must be at least 55 years of age or more. We require the verification of the age of all residents, purchasers and guests by production of documentary proof (drivers license, birth certificate, baptismal certificate, passport, military identification, etc.).

Re-Verification Questionnaire: We may require re-verification every two years of the ages of all persons residing on the homesite. You agree to provide this information promptly and on request.

A. Advertisements for Sale of Mobilehome: Any advertisement for the sale of the manufactured home should include

a reference to the fact that the community is reserved for "older persons" 55 years of age or more so long as this rule is in effect.

B. Reservation of Right To Amend Regulations: We shall attempt to maintain the park for "older persons" so long as practicable and feasible in our discretion. We, however, expressly reserve the right to rescind any age regulation, including the "older persons" age regulations, upon lawful notice as permitted by the Mobilehome Residency Law. Therefore, this community reserves the right to change to a park for persons of "all age"; we do not promise or covenant that the community will always be, remain, or operate as a community for "older persons." Purchasing a mobilehome in this community should not be made in reliance on any belief that the park will not change or abandon this regulation during the course of the resident's stay in the community.

C. Intent to Offer Housing for "Older Persons:" The intent and purpose of this regulation is to manifest the continuing offer of housing for "older persons" in all spaces in the community, and to additionally publish the management's intention of requiring all spaces to be occupied by persons who satisfy the criteria established under the Fair Housing Amendments Act of 1988 and the Housing for Older persons Act of 1995. Enforcement of this "older persons" rule and regulation is required at such time as it is discovered that no person regularly residing on the homesite who is 55 years of age or older. Please note: The foregoing rule and regulation expresses the exclusive and complete statement of the community owner's intentions respecting the rules and regulations with respect to "older persons" housing. For these reasons, you agree that there is no other written or verbal statement, representation, or inducement upon which you rely in residing in this community, and you do not rely on any information except as conveyed by the foregoing provision.

3. LANDSCAPING REQUIREMENTS:

A. You may not plant or keep any plant material which can become a fire hazard, or whose stem, trunk, branches or root structure may grow to a point or size where: (i) it encroaches on another Space or (ii) where it may impair or damage any of the Park's infrastructure, including but not limited to, the Park's drainage system, sewer lines, water lines, utilities, retaining walls, and paving. Resident is further responsible to trim and maintain all trees and shrubs in a manner that prevents them from becoming a specific hazard or health and safety violation. "Specific hazard" is defined as a clear and present danger of bodily injury or property damage. Resident represents that there are no specific hazards or health and safety violations which result from the condition of any tree on or partially on or over the homesite as of the date of the delivery of these rules and regulations and the homesite shall be maintained so no such condition occurs on the homesite at any time. Management shall comply with its duties under Civil Code §798.37.5. In this regard:

B. Resident shall have the duty, in the event of any disputed condition as to any tree on the space, to request the Department of Housing and Community Development (or local code enforcement agency which has the jurisdiction to enforce the Mobilehome Parks Act) ("HCD") to inspect any such disputed condition. Until such inspection is conducted, any action regarding maintenance is suspended at management's option.

C. A reasonable time after an HCD inspection is conducted and appeal is final (if any appeal is taken by either party), it is agreed that reasonable time shall be allowed for action to be taken, to retain tree removal contractors and schedule and complete the removal of the disputed tree or other work. It is expected that such work shall take approximately thirty to sixty days and we agree that time is reasonable. If HCD determines that a tree poses a specific hazard or violates a health and safety code, management shall remove such tree in whole or part, or appeal HCD's determination as provided under law. Tree removal or maintenance of any kind shall not result or give rise to any claims for rent reduction, offset, discount, deduction, discount or other diminution in rent or any other legal remedy.

D. No new trees may be planted without the written consent of the management.

E. Should Resident fail to maintain any tree or other landscaping as required (and prior to the occurrence of a specific hazard or health and safety violation), management reserves the right, as a cumulative (not exclusive) remedy, to serve Resident a 14 day notice to take action as described in said notice, and to perform the work described and bill Resident immediately thereafter as further rent.

F. Completion: All landscaping work must be completed within ninety (90) days of the day work begins. New residents must complete all landscaping work within ninety (~~90~~ 60) days of the start of their tenancy.

G. General Requirements and Removal of Plant Material: You must check with us and the appropriate utility companies prior to digging or driving rods or stakes into the ground as they might damage underground utilities. All dead plant material on your Space must be promptly removed by you. If you fail to remove dead plant material from your Space you agree that we may remove the dead material and charge you for the removal after written notice to you to do so. You also agree that we may, at any time, without notice to you remove any plant material we deem to be a fire or safety hazard and charge you our costs for that removal.

H. Drainage: You are responsible at all times to make sure that the drainage on your Space and Mobilehome causes all water to drain away from both your Space and your Mobilehome to the street, not adjoining homesites, and shall not accumulate in any location on the homesite (including under the home or other structure). You are responsible for damage caused by your failure to comply with this Rule.

I. Maintenance: Landscaping must be kept well-trimmed, watered, and fertilized, and all weeds and debris promptly removed. You may not remove a living tree or other landscaping or property affixed permanently to the ground without our consent. If you will be on vacation or absent for another reason, you are responsible to arrange for someone to water and maintain your landscaping. The maintenance, repair and replacement of landscaping and all other improvements on your Space are your responsibility. You shall keep the street area in front of your Space free from debris from the homesite, but not sweep or flush your debris onto or in front of another Resident's Space.

4. ARCHITECTURAL SPECIFICATIONS: INCOMING STANDARDS AND REQUIREMENTS FOR MANUFACTURED HOMES:

A. Prior Approval: Prior to installing any mobilehome, a plan describing the proposed installation in detail must be submitted by the dealer or homeowner or manufactured home owner ("installer") for approval by management. Written approval from the Park must be obtained prior to installation and commencing any work. Any item installed or changed without prior written approval must be removed within 10 days of written notice.

B. Completion: The installation of all required items must be completed within 45 days after the manufactured home is placed on the homesite. All other installations must be completed within 45 days after the date work begins. All contractors, sub-contractors, materialmen and any others who qualify for the filing of any lien, including a mechanics lien, shall be promptly paid in accordance with applicable contract so no liens are filed against the Park property. The filing of any lien by any person in respect to the manufactured home, its set up, tie-downs, improvements, accessory structures, equipment, or homesite improvements shall constitute a breach of the agreement to permit the installation of a manufactured home.

C. Standards for Incoming Manufactured homes: The design and appearance of all manufactured homes must be approved in advance by owner. Prior to owner's acceptance of any home, a picture or rendering of the exterior of the home must be presented.

(i) Plot Plan: A dimensional plot plan must be submitted for written approval and it must show the following: (1) dimensions of the manufactured home; (2) exact placement of manufactured home on the Space; (3) measurement to lot lines and all structures; (4) actual placement of concrete, awnings, lawn, trees, flower beds and additions on lot.

(ii) Only New Current Model Manufactured Homes: All manufactured homes coming into the Park for the first time must meet the following requirements:

(1) Only manufactured homes which are new, never before registered or resided in, and of the current calendar year model are permitted.

(2) Owner must approve the size of the manufactured home in advance. Owner may determine the location and placement of the manufactured home on the space.

(3) The manufactured home must have detachable hitches and tongues that must be removed when the manufactured home is installed.

(4) The manufactured home may not require more electrical service than is available at the Space. The manufactured home must be de-amped prior to installation if it has a higher rating than available at the pedestal.

(iii) Exterior materials and colors:

(1) Siding: Siding must be shiplap aluminum or non-metallic, i.e., hardboard or stucco. Plywood siding is not permitted. Vent pipes, water coolers or anything metallic that protrudes through the roof must be painted in a color which matches the roof or other structure it is near so as to be as inconspicuous as possible. All roofs must be composition shingle or an approved color.

(2) Roofing: No flat, rock, rolled, hot-mopped or aluminum roofs will be allowed.

(3) Skirting: Skirting and/or exposed foundations shall be finished to match and shall be a continuation of home siding or may be masonry with written management approval.

(4) Exterior Colors: Standard color choices may be available for installer's selection or Homeowner must provide the management with a color sample of roof, exterior, and trim paint. All standard or custom colors, are subject to written management approval. We must approve in advance all exterior colors of the manufactured home, accessory equipment, structures, and other improvements. Only pale earthtones or pale, muted pastels colors which reasonable people would find acceptable will be allowed. Flat or semi-gloss paints are acceptable types of exterior paints.

(iv) Construction Standards:

(1) Occupation of the Lot: The home and accessory structures shall not exceed 75 Percent (75%) of the lot area with setbacks and separation as set forth in these Standards and Title 25 Requirements.

(2) Size of the manufactured home shall be 26 feet by 52 feet unless otherwise approved.

(3) Bedrooms: Two (2) or more bedroom homes are permitted on all lots.

(4) Tie Down System: Installer is required to install a State of California approved tie down and also an earthquake bracing system on the manufactured home.

(5) A vapor barrier under the home is required. Where termite hazard exists, treat soil at ground contact point inside and outside perimeter. Under floor areas shall be ventilated 1 sq. ft. for each 150 sq. ft. of under floor area. Other HCD approved tie down systems may be used subject to written approval.

(6) Home must meet the required fire rating and current building standards in effect at the time that the HCD "Permit to Construct" is issued.

(7) Utility Meters: Each new home shall have provisions for utility meters meeting Title 25 requirements.

(8) Plumbing & Utilities: Each home must contain an interior washer/dryer area, plumb for washer and plumb & vent for gas dryer. Gas line to stove/oven and water heater (no electrical dryers, stove/oven or water heaters permitted). Copper water lines, Shut off valves through out, kitchen garbage disposal, minimum 1 GFI exterior receptacle and minimum one hose bib. Wall or space heaters and swamp coolers are not permitted. Air conditioners, compressors and necessary accessories will be considered and approval of same shall be at the management's sole discretion.

(9) Side Walls: Shall be wood frame construction utilizing 2" x 6" studs with sheer panel, hold downs and insulation to meet all applicable codes at time of permitting.

(10) Windows/Patio Doors: All windows and patio doors shall be of vinyl construction including frames, dual pane. Grids require written approval. Construction and glazing of windows and doors must meet the area of glazing and "U" value calculations of the HUD title 25 requirements.

(11) Roof: Roofs shall be nstructed with the majority areas at a pitch as the home leaves the factory. All roof designs shall be submitted for written approval prior to construction.

(12) Rain Gutters: Rain gutters may be installed where roof slopes toward any adjacent homesite or common area as long as the installation has written approval, will not exceed set back, 75% lot coverage or encroach over lot lines or the street. Down spouts must drain to street. All gutters shall be painted to match the surface color of the home or trim.

(13) Lot Grade: No changes shall be made to the grade of the lot that would cause any runoff to adjacent Homesites or common areas. Lot must meet HCD requirements for drainage. Homeowner si responsible for grading and drainage such that no water accumulates or stands under the mobilehome, or in any location on the space; drainage must flow to the street and not upon adjacent or other mobilehome spaces.

(v) Placement of Home on Homesite (set back requirements):

(1) Front: Will vary depending on lot location, lot size and lot coverage. Actual set back will be determined by the management prior to permitting.

(2) Sides: The home must maintain a minimum of three (3) feet clear from the structure (including overhangs) to the lot line.

(3) Rear: Three (3) feet from lot line and a minimum six (6) feet from rear of existing adjacent home.

(4) Projections: No projections of any type will be permitted over any lot line or street.

(vi) Accessory Structures and Equipment:

(1) Antennas: <u>Antennas/ Satellite Dishes</u>: Satellite dishes or antennas of 39 inches (1 meter) or less may be installed on the end of the Mobilehome (or on the Space so long as not visible and shielded by landscaping), unless such location interferes with the quality of reception. Not taller than two (2) feet above the highest point of home roof and no encroachment over roof line, unless signal strength is inadequate and in such case management shall advise on alternate permissible locations. They must not extend more than twelve (12) feet above the roof line of the manufactured home. They must be small in size so not to be unattractive or intrusive when seen from the adjoining neighbors' backyards.

(2) Any installed satellite dish must be properly maintained.

(3) An installer (including Resident) of a satellite dish must indemnify or reimburse Park for loss or damage caused by the installation, maintenance, or use of Resident's or satellite dish.

(4) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than required for acceptable reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions.

(5) Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted without prior written approval of management.

(6) Cable television service is available through the local service provider. All TV Antennas or Satellite Dishes are subject to written approval, prior to installation.
(7) No CB or Ham Radio antennas or electronic devices that may disrupt or disturb may be operated and are not permitted.

(vii) Awnings & Carports: Subject to management's written approval and in accordance with HCD requirements. Carport Awnings are required and must cover the full length of the driveway. Patio covers are also required where permitted. They must both be constructed of aluminum and be aesthetically compatible with the appearance of the manufactured home. All awnings and covers will start at the front edge of the manufactured home. All supporting posts must be aluminum. Unitizing must be across the front and rear of the manufactured home and on 100% of the awning and cover. Unitizing must be aluminum and must be guttered and the gutterir, must be the same width as that used on the manufactured home. All eaves on the manufactured home must be guttered and the guttering must be tied into the awning guttering so that all roof water is carried to the front of the manufactured home and the street. The rear "V" on triplewide manufactured homes must be guttered with a downspout and extended 3'feet away from the manufactured home.

(vii) No new cabanas may be constructed.

(viii) Driveways: New concrete slab or masonry treatment is required. No asphalt. The minimum size for a driveway is ten (10) feet by forty (40) feet.

(ix) Fencing is not permitted.

(x) Garages are not permitted.

(xi) Greenhouse Windows: Permitted when not within three (3) feet of lot line, may not encroach Upon or over driveway area or street or exceed lot coverage requirements.

(xii) Hitches: Must be removed from home and stored under the home.

(xiii) Patios: Concrete slab or masonry treatment are permitted with approval as to location. Submit plans for written approval for any other improvement(s) to patio area.

(xiv) Parking: One clear and unobstructed space of not less than ten (10) feet by forty (40) feet must be maintained at each Homesite at all times.

(xv) Porch, Steps and Ramps:
(1) Must be built to Title 25 Requirements. No aluminum porches are permitted.
(2) Shall not encroach set back requirements or required parking space.
(3) Any required handrail, porch, or step railing shall be wood or commercially manufactured metal, painted to match home/trim color.
(4) The steps and porches must be commercially manufactured or constructed quality that is aesthetically consistent with the style and appearance of the manufactured home. Unless made of decorative masonry, the steps surface must be covered with a material we approve in advance in writing such as indoor/outdoor carpeting. Masonry steps and porches must be constructed on comer lots. The temporary steps must be removed from the space no later than ten (10) days from the time the manufactured home is moved into the Park.
(5) Wheel Chair Ramps require written approval and HCD permits prior to construction. Ramps must be built to current State and HCD safety code standards.

(xvi) Power Supply: SEE MANAGER FOR MAXIMUM POWER AVAILABILITY AT HOMESITE.
No upgrading or tampering with the supplied electrical /gas service shall be permitted even by a licensed contractor.

(xvii) Air Conditioning: Air conditioning units may be permitted when:
(1) subject to Management approval of type, size, and location of accessories,
(2) subject to the Homesite having the existing amp capacity and other capabilities including 3-wire system,
(3) units considered are high energy efficient, wired directly into home's electrical system and
(4) home has been factory prepared to accommodate air conditioning before management's consideration. Ground mounted location shall be as specified by manager. All air conditioners, heater's and other major electrical appliances must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the manufactured home and not allowed to fall onto the ground under the manufactured home. Solar heating is generally not acceptable, but exceptions may be made based on the architectural/aesthetic appearance of the solar heating unit and the location where it will be installed.
(5) We must approve air conditioning units prior to the locating of the unit. No window air conditioners will be allowed in the Park. Advance written consent of the owner is required prior to the purchase and installation of any air conditioning system. Due to limited electrical capacity, owner reserves the right to deny permission to install any air conditioner.
(6) Any approved air conditioner or heater must be in good operating condition and must not make excessive noise. We must approve the location of all exterior air conditioning components.

(xviii) Deck Standards: Decks shall be approved on an individual basis, depending upon lot size and location. Submit plans for review prior to any construction. Approval will be subject to written permission and obtaining required State and/or agency permits and approvals. Deck railings shall be constructed of wood, of an open type with a maximum spacing between intermediate rails of nine (9) inches, painted to match home and/or trim color.

(xix) Storage. Either one storage shed with a maximum of 100 square feet, or, two sheds which are 50 square feet each ,is required and shall be installed in the location(s) as directed by the Owner. Storage sheds must be of an approved manufactured type, of aluminum material and painted the same color as the exterior of the manufactured home.

(xx) Skirting. Skirting Is required Skirting may only be made of the same material, as the manufactured home or of a material we have approved and be aesthetically compatible with the appearance of the manufactured home.

D. Landscaping Standards

(i) All landscaping shall comply with the Landscaping Requirements found in the Community Guidelines and the following:

(ii) Prior Approval: We have certain requirements and restrictions regarding landscaping and other related items. Prior to beginning any landscaping, including changes to existing landscaping, you must discuss your landscaping plans with us and obtain our approval. Any landscaping installed without our approval shall be removed by you within ten (10) days of written notice.

(iii) Completion. Landscaping must be completed within 45 days of the date your tenancy begins. All other landscaping must be completed within 45 days of the date the work begins.

(iv) Description of Landscaping: Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things we will or will not accept. Consequently, our landscaping standards are listed only to assist you in preliminary planning. You are cautioned that there are Spaces in the Park with landscaping which no longer conform with our present standards; therefore, do not assume your plans will be approved because they are consistent with existing landscaping.

(v) General Standards.

(1) All landscaping must be clean and attractive in appearance.

(2) Evergreen grasses, ground cover, flowers and shrubs are generally acceptable. Trees and tall plantings are prohibited. Trees expressly prohibited include but are not limited to fruitless mulberry, ficus benjamina, elm, cottonwood, and other trees with invasive or damaging root structures.

(3) Non-living objects of every kind and description, including, but not limited to, gravel, rock, red or black lava rock, pre-cast concrete scallops, pre-cast concrete statuary, and other objects made of pre-cast concrete, wood or metal are restricted and may not be used without our approval. Wood chips and bark are prohibited.

(4) You must check with us prior to digging or driving rods or stakes into the ground as they might damage underground utilities. You may not plant anything which has roots which will damage anyone's property. You shall bear the cost of repairs to any utilities or other property damaged by you or your landscaping.

(5) Shrubs and bushes must be trimmed to the level of the manufactured home roof line and must not encroach on adjoining spaces, or obscure the street view of persons driving in the Park. This does not include trees or shrubs on Park common grounds, or certain areas where height or root structure of a tree or shrub is not hazardous to neighbor's property.

E. Contractor and Liens and Claims: Only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the park and management may require them to provide proof of insurance to us in advance of beginning any work. You may not allow any liens or other claims to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

F. Sunshades and Privacy Screens: Shades and screens must be constructed of aluminum and be aesthetically compatible with the appearance of the manufactured home. Plastic, canvas, cloth or bamboo screens and shades are not permitted.

G. Compatibility of Appliances/Equipment: You must insure that your manufactured home and all appliances and equipment installed in your manufactured home are compatible with the existing utility service and capacity now available, and we will have no liability or responsibility to you if the available utility supply is incompatible. You will be responsible to reimburse the Park for the expense incurred to remedy the situation created by your excessive use or inconsistent utility demands.

H. Masonry: Only approved masonry (slumpstone or brick) or wrought iron fencing is allowed. There are height and location limitations and they can vary on different spaces. It is necessary for specific approval on each of this type of improvement prior to its installation.

I. Spas: No spas, hot tubs, or pools of any kind are allowed.

J. Utility Connections: Utility connections to the utility pedestal are your responsibility, done in a State-approved method and approved by us.

K. Fees: All State, County, and City fees, including those required to install the manufactured home, are to be paid by you.

L. Compliance with all Laws and Regulations:

(i) Building permits are required before many improvements may be made and it is the installer's responsibility to determine when permits are required and obtain them and all necessary inspections and approvals. It is installer's responsibility to insure that all work done, including, but not limited to, the installation of the manufactured home, driveway, walkways, hardscape, landscape or any other equipment or improvements of any type, is completed in compliance with all applicable State, City, County laws, codes and standards. It is also installer's responsibility to insure permits or approvals required by the State, City, County or Park are completed in accordance with all applicable laws, codes or standards. Any inspections completed by Park are for Park's purposes only, and installer is not entitled to rely on that inspection or approval to insure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Installer shall indemnify and hold management harmless for any work which is improperly done, and/or not in compliance with State, City, County or Park's, laws, codes or standards, such indemnity to include a defense and payment of the Park's reasonable attorney's fees if any legal proceedings become necessary to address any such problems. Building permits are required before many improvements may be made. It is your responsibility to determine when permits are required and to obtain them and all other necessary inspections and/or approvals.

(ii) Resident is also financially responsible for insuring at all times that the mobilehome, homesite, and improvements thereon comply with these Rules and Regulations and all local, state and federal laws and regulations (the only exception is any of the Park's utility systems on your space which are owned by us or a utility company so we or they are responsible for them). The preceding includes, without limitation, such things as insuring that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained. If any landscaping on the homesite, including as planted by a former resident, causes any damage whatsoever to the streets, curbs and gutters, driveways, utilities or any other property or improvements belonging to either the Park or any of its residents, you are financially responsible for immediately removing the landscaping and paying the full cost of repairing or replacing the damaged property or other improvement.

M. Water Softeners: Water softeners which discharge into our sewer system are not permitted.

N. Special Standards: We retain the right to make additional requirements for corner spaces or spaces located in unique locations.

O. Exterior Spray Painting: Exterior spray painting is only permitted if you and the person or entity doing the painting first sign and return our Spray Painting Agreement and comply with its requirements.

P. Driveway Appearance and Maintenance:

(i) Individual driveway maintenance so as to avoid damage to the driveway shall be Resident's responsibility. Owner shall comply with its obligations under the Mobilehome Residency law including but not limited to Civil Code §798.37.5 as it may be amended from time to time with respect to driveways.

(ii) Homeowner shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway, including driveways installed by any previous homeowners.

(iii) No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome Resident resides in) is permitted on the homesite without Owner's consent. This includes, but is not limited to the changing of oil, or changing, adding or draining any automotive fluid. Any damaging dripping or spill from any vehicle or other source caused by or resulting from the acts or omissions of the resident, must be immediately cleaned by resident.

5. SPACE AND MOBILEHOME MAINTENANCE AND APPEARANCE:

A. THIS PARAGRAPH 5 APPLIES TO ALL RESIDENTS AND SUPERSEDES ALL PRIOR REQUIREMENTS.

B. YOU ARE RESPONSIBLE TO MAINTAIN AND KEEP YOUR MOBILEHOME: AND ALL IMPROVEMENTS IN GOOD REPAIR AND IN AN AESTHETICALLY PLEASING

CONDITION AT ALL TIMES. This includes, without limitation, your Mobilehome and all accessory equipment, structures, fences, walkways, landscaping, and other improvements. Examples of these requirements include, without limitation, the following:

C. You are required to maintain your Mobilehome and its improvements in a neat, level, clean, completely landscaped, attractive and well-kept condition.

D. All Mobilehomes and improvements must be washed, cleaned, painted and waxed as necessary to maintain an attractive appearance.

E. All paved and other surfaces within your Space shall be kept clean and free of oil and all other sticky or foreign substances.

F. All deterioration or damage to your Mobilehome, Space or improvements must be repaired or replaced promptly.

G. Nothing other than the wheels, axles and hitches of the Mobilehome may be stored under your Mobilehome.

H. Only outdoor Patio furniture may be used on the exterior portions of the Space. Nothing may be placed, hung or stored outside of the Mobilehome or storage shed(s), except potted plants, unless specifically permitted by these Rules and Regulations or approved by us. This includes, but is not limited to, the hanging of clothes, overstuffed furniture, appliances, brooms, mops, tools, gardening equipment, debris, refuse, litter, or any item which we consider unsightly in appearance. All windows must have drapes, curtains, or another type of window covering approved by us. You must maintain your window coverings in good condition at all times.

I. All garbage and refuse must be promptly deposited in provided bins. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed until deposited in the designated disposal bins.

(i) Sanitary and health laws must be obeyed at all times.

(ii) Combustible, noxious, or hazardous materials should be removed from the Park and not placed in bins.

(iii) Lids on the disposal bins are to be kept closed. At no time must bins be so loaded with landscaping and pruning matter or other materials as to render the disposal of garbage impossible by other Residents. Materials must not be left outside of the bins.

(iv) Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted.

(v) Trash will be picked up periodically by the local refuse hauler.

J. No flammable, combustible, dangerous or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on your Space or in your Mobilehome. Nothing which creates a hazard or increases our insurance rates is permitted in the Park. No environmentally hazardous or prohibited substance or material may be stored or buried on your Space or in the Park, or placed into the trash or our sewer system. You agree to be responsible for all damages, including, but not limited to, loss of value due to "Stigma," which results from your introducing environmentally hazardous or incompatible substances or materials into or onto any soil in the Park.

K. If you do not maintain your Mobilehome or Space as required by these Rules and Regulations and the Rental or Lease Agreement applicable to your tenancy, we may give you a notice requiring you to comply within fourteen (14) days. If you do not comply with this notice, you agree that you will pay us all costs plus a reasonable fee for having this remedial maintenance, repair or replacement work done.

L. The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the Park's gas or water shut-off valves or electrical installations is located on your Space, it must also be kept uncovered and accessible at all times. You may not connect, except through the designated existing electrical or natural gas outlets or water or sewer pipes on the Space, any apparatus or device for purposes of using electricity, natural gas, water, or the sewer system.

M. You are responsible for any re-leveling or other adjustment to your Mobilehome. You may not leave hoses or sprinklers running so that water runs into the street or onto a neighbor's Space.

N. Holiday decorations may not be put up outside of your Mobilehome and on your Space any earlier than three weeks before the holiday and must be removed within two weeks following the holiday.

6. RECREATIONAL FACILITIES:

A. The Park's recreation and other common areas are for the use of all Park Residents, their Guests and us. The recreation and common areas may be used as permitted by the Mobilehome Residency Law sections 798.50 and 798.51. Recreational and other common area facility hours are posted, but may be periodically closed earlier, or closed at our discretion when there is a reasonable basis or necessity for us to do so. On legal holidays, the clubhouse will be available to all residents and no private parties will be scheduled or permitted upon such dates (Christmas Eve and Day, New Years, Fourth Of July, Easter, Thanksgiving, etc.). Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park management by the fifteenth (15th) of the previous month. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by management, the request will be granted. There will be no charge for the use of the clubhouse; however, resident will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur. In the event that all homeowners and residents are NOT invited to the event, an advance deposit of $100.00 is required before use. It will be promptly returned after inspection after the event is concluded unless damage or cleanup is required, the cost of which will be deducted from the deposit. Those scheduling the function will be responsible for all cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Park. Resident will, therefore, be required to provide management with information relating to the function so that evaluation can be fairly made as to whether such function complies with the rules and regulations.

B. Additional Rules and Regulations governing the use of the facilities are posted in and about the facilities and they are incorporated here by this reference.

C. Smoking is not permitted in any of the indoor common areas.

D. Running or other conduct which may reasonably cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others are not allowed in the recreational areas. Radios, CD and tape players, TVs and similar devices are not permitted in the recreational or indoor areas unless kept at low volume or used with earphones so others are not unreasonably disturbed. Disturbing conduct such as screaming, indecency, profanity, or illegal or wrongful conduct, and dangerous or risky conduct such as running, acrobatics, fighting, wrestling, horseplay and loud noises are prohibited.

E. No alcoholic beverages may be consumed in any of the common areas of the Park.

F. SWIMMING POOL REGULATIONS: PERSONS USING THE POOL MUST DO SO AT THEIR OWN RISK.

1. The operation of the swimming pool may be a potential hazard if the people using it are not careful in every way. Use of the jacuzzi may pose a health and safety hazard to persons with certain

medical conditions. Residents have been advised to consult with their physicians prior to using the jacuzzi.

2. RESIDENTS FURTHER UNDERSTAND THAT THERE IS NO LIFEGUARD. DO NOT SWIM ALONE. DO NOT SWIM IF YOU ARE INTOXICATED. Residents further understand that if they have guests, such guests must be supervised at all times in order to avoid injury.

3. All children 18 and under (and visiting the park in accordance with the rules and regulations) may not use the swimming pool or spa without the supervision of a homeowner who is also an adult. No one is permitted in the pool or spa unless potty-trained. No diapers are permitted in any pool.

4. Residents hereby release and indemnify management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from the Residents' use of the swimming pool and spa. Residents further agree to hold management free and harmless from all liability and expense in connection with any injuries resulting to any Resident, any of Residents' children, any guests of Resident, or Guests' children in the pool or surrounding area. This release is intended as a full and complete release to any and all claims resulting from the use of the pool. Residents release and indemnify management from any such claims in the future.

5. Residents further release management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from the Residents' use of other common area facilities, amenities and improvements, and any injury caused by other Residents or guests. Residents further agree to hold management free and harmless from all liability and expense in connection with all injury and damage resulting to any of the Residents, their children, or any guest of Resident or children of guests in the use of the common area facilities, amenities and improvements.

6. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while in, about or upon the premises of the Park and/or while using the premises or any facilities hereon.

7. No diving or jumping or acrobatics is permitted in the swimming pool or spa. Use of the spa may pose a health and Safety hazard to persons with certain medical conditions and may be dangerous to small children. Residents have been advised to consult with their physicians prior to using the jacuzzi.

8. All persons must shower before using the swimming pool or spa pool. No glass containers of any kind are permitted in the pool area. No swim fins, rubber or styrofoam floats, surfboards, inner tubes, float rings, wings, life preservers, or inflatable or floating devices of any kind, description or nature, and the like thereof, are permitted to be used in the pool. Screaming, running, horseplay, any dangerous conduct and loud noises are not allowed in the area. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.

9. All persons who are incontinent or who are not "potty trained" are not permitted in the pool. No diapers are permitted in the pool. No one with a skin disease or open wound will be permitted in any of the pools. Smoking is prohibited in the swimming pool and spa pool . For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa pool with suntan oil or suntan products on his/her body. The management of the Park reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their guests. All trash and refuse must be deposited in proper containers. Additional pool rules and pool hours are posted in the pool area and are incorporated herein by this reference.

7. CONDUCT:

A. All Park property which is not for the use of Residents, shall not be used, tampered with or interfered with in any way.

B. Open flames must be confined to barbecues, fireplaces and other appropriate appliances.

C. All proposed business activity must be approved by us. Your Mobilehome and Space may not be used for any business or commercial activity which would result in the Residential nature of the Park being changed or disturbed. For example, you may have a business where your work is done inside the Mobilehome and other Residents are not disturbed by the business activity. A business which would result in such things as the following is not permitted: (1) Customers of yours coming into the Park on a frequent basis so that traffic or parking problem are created; (2) The business involves the operation of noisy equipment or results in materials being stored on the Space; (3) You need to post a sign on or about the Mobilehome; and (4) The law or one of our other Rules and Regulations or conditions of tenancy are violated.

D. The conduct in the Park of Guests is the responsibility of the Resident(s) who is/are the host of the Guest(s) If persons or property are injured or damaged because of someone's activities; the guest causing the injury or damage, their host, and if applicable their parent(s), responsible adult or guardian will be responsible and liable for the injury or damage. You agree to acquaint your Guests and invitees with those parts of these Rules and Regulations which are applicable to their conduct.

E. Skateboards, skates, in-line skates, and scooters may not be ridden in the streets.

F. Actions by any person of any nature which may be dangerous, injurious, a nuisance, waste, criminal activity such as trespassing, assault, battery, stalking, invasions of privacy, burglary, robbery, inflicting distress, breach of quiet enjoyment, disturbing, annoying, obscene, offensive to the senses or other tenants, profane, tortious, damaging, illegal (a violation of any law, ordinance, regulation or statute), indecent, or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the park are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, illegal activity, dangerous or negligent conduct or condition, or objectionable or abusive language or conduct.

G. The use, display or brandishing of any weapon, including but not limited to, a bow and arrow, BB/pellet/dart guns, slingshots, martial arts weapons, guns, paint guns, knives, fireworks, flares, other deadly weapons and guns are prohibited. Physical violence or threats thereof are agreed to constitute a substantial annoyance. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their guests.

H. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. Mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other residents, especially sound in the bass range. "Ham" or "CB" radios or other radio transmitters, which cause interference to telephone, television or radio reception, may not be operated in the Park. No exterior "ham" and "CB" antennas are allowed.

I. Residents and their guests shall not encroach or trespass on any other Resident's homesite or upon any area which is not open for general use by Residents and their guests. All Park property which is not for the use of Residents and their guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment

of Owner, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by Resident for safety reasons.

J. Except for barbecues and fireplaces and other appliances lawfully installed and permitted in your mobilehome, no fires are permitted.

K. Residents and guests must be quiet and orderly and shall not do anything which might be cause for complaint. Residents must acquaint all guests and occupants of the mobilehome with the Park Rules and Regulations.

L. At all times, at least one person who will occupy the mobile home on a full time basis must be the "legal" or "registered" owner of the mobilehome.

M. At all times, at least one registered owner of the mobilehome must reside in the mobilehome as a permanent place of residence. Any person(s) other than those listed in the original Rental Agreement shall comply with the Rules and Regulations and are the responsibility of the resident(s) with whom they are visiting.

N. Baseball, softball, soccer, volley ball, football, frisbees, boomerang-type products, or ball throwing of any kind (including all projectiles, flying toys or objects of any kind, design or purpose) is prohibited within the park, except on Resident's homesite and any play area which is provided (if any). The Park's streets shall not be used for the playing of games and sports because of potential traffic interference.

O. The violation of any law, ordinance, regulation or governmental directives or orders of the city, county, state or federal government will not be tolerated. No acts or omissions shall be permitted which would place management in violation of any such legal requirement or standard.

P. As this community enforces an "older persons" rule and regulation limiting residency to persons who are 55 years of age or less, babysitting or child care is prohibited.

Q. QUIET HOURS: Please be courteous to your neighbors. Quiet hours are from 10:00 p.m. to 8:00 a.m. every day. No construction, work, or noises which cause complaint from your neighbors is permitted during quiet hours. Unreasonable noise is prohibited at all times.

R. All Park property which is not for the use of residents, shall not be used, tampered or interfered with in any way.

S. You must acquaint all residents and guests with these Rules and Regulations. The conduct of all guests will be the responsibility of the residents who are the host of the guest, parents, guardians, or the adult in charge of the child. If persons or property are injured or damaged because of someone's activities, the residents who are the host of the guest, the residents themselves, if they are responsible, parents, guardian, or the other adult responsible for the person will be financially responsible and liable, and no such responsibility shall be imputed to the management or park owner, or its representatives, agents or employees.

8. GUESTS:

A. You agree to acquaint all of your Guests with the conditions of tenancy in the Park and with the Rules and Regulations which might affect them. You are responsible for the actions and conduct of your Guests, including injury to other persons or property from their actions.

B. We reserve the sole right to determine whether our facilities can, at any one time, accommodate all of the Residents and Guests who wish to use them. Rule 6 B notwithstanding, we may refuse any Guest if in our sole judgment the guest's presence would reasonably diminish the enjoyment of the facilities by other Residents and/or Guests. Guests must be accompanied by a homeowner or resident at all times while in common areas of the park, except for entering or leaving the park without loitering and by the most direct route.

C. Guests will not have any rights of tenancy in the Park. Any guest under 55 years of age may stay and visit for a period of time not to exceed twenty calendar days each calendar year; this limitation is necessary to reflect compliance with the intent of the management to provide housing for "older persons." We may require any Guest or Guests who stay with you more than a total of twenty (20) consecutive days or thirty (30) days in the calendar year to register with us and sign these Rules and Regulations, or other documents reasonably necessary to protect our interests. If you wish to add a person as a member of your household so they are not considered a "Guest," you may only do so with our prior approval, and if that person also satisfactorily fills out a rental application and signs a copy of your rental or lease agreement, as well as our Rules and Regulations and other documents we normally have Residents sign when they first establish tenancy in the Park. If at any time in the future you and any other persons who originally signed your rental or lease agreement move from the Park and the new Resident whom we approved to live with you in the Mobilehome remains, this shall be treated as a sale or other transfer of the Mobilehome or assignment of the Space to that remaining adult Resident and all rent increases provided for or allowed in your rental or lease agreement will be immediately applicable and effective as to that remaining adult Resident.

D. Sharing of Resident's Mobilehome: If you are living alone and wish to share your Mobilehome with one person as allowed by Mobilehome Residency Law Section 798.34(b), you may do so and no charge will be made. Although, this additional person will be treated as a Guest and will not have any rights of tenancy in the Park, they will be required except for financial approval, to go through the same basic approval process which would be applicable to the buyer/transferee of your Mobilehome. We may also require this person to register with us and sign the Park Rules and Regulations or other documents reasonably necessary to protect our interests. If you qualify for a live-in health care or supportive person as permitted by Civil Code §798.34(c) or (d), you and that other person must sign our required documents and the other person will not be considered your Guest and may be restricted by us, at our sole discretion, with respect to their ability to access and use Park facilities or property.

9. VEHICLES:

A. Except for an emergency changing of a flat tire or jump-starting a dead battery, no maintenance, repair or other work of any kind on your vehicle, boat or trailer (other than the Mobilehome you reside in) may be done on the Space. A car wash area is available for the washing of cars. You may not wash a car on any space or in the street. You may polish or wax a car in your driveway. UNDER NO CONDITION ARE YOU PERMITTED TO DO ENGINE WORK OR MAINTENANCE, OR OIL OR OTHER FLUID CHANGES, INCLUDING ADDING FLUIDS, IN THE PARK!

B. Please drive carefully in the Park! MAXIMUM SPEED LIMIT IS [illegible] MILES PER HOUR. All traffic control signs should be obeyed. Pedestrians, electric carts and bicycles shall be granted the right of way. Other than our maintenance vehicles no motor vehicles may be operated in the Park without being properly and currently licensed. No vehicles may be operated in the Park by any unlicensed person.

C. Bicycles may only be ridden on the roadways and not on sidewalks, grass, or vacant Spaces. Bicyclists must obey the same traffic regulations as cars.

D. No vehicle is permitted in the Park if it is not: currently licensed; regularly maintained in normal operating condition; equipped with legal muffling devices and in neat and clean in appearance.

E. Motorcycles and other two wheel motorized vehicles are not permitted in the park. No go-carts, engine or motor-powered

two-wheel scooters are permitted in the park. No vehicle which is not licensed for operation on a public street is permitted in the park. No noisy vehicle which causes reasonable complaint is permitted in the park.

F. Any vehicle not meeting these standards shall be removed from the Park at your expense AND YOU HEREBY CONSENT THERETO. The foregoing includes, but is not limited to, "Junkers" or other vehicles we deem unsightly. Any car dripping oil or gasoline or other fluids must be kept out of the Park until repaired to prevent damage to the pavement. Excessively noisy vehicles are prohibited in the Park.

10. PARKING:

A. Resident parking is only permitted in your driveway, not on landscaped or other areas of the Space or on empty Spaces. Due to the narrow streets in the park, **NO STREET PARKING IS PERMITTED AT ANY TIME. YOUR VEHICLE WILL BE TOWED WITHOUT FURTHER NOTICE AT YOUR EXPENSE. NO USE OF THE GUEST PARKING BY A RESIDENT IS PERMITTED AND VEHICLES OF RESIDENTS IN GUEST PARKING WILL BE TOWED WITHOUT FURTHER NOTICE AND AT YOUR EXPENSE.** No vehicle shall be parked in your driveway in such a manner that it extends past the flow line (gutter). Sleeping in vehicles is not permitted. No vehicle may be parked in your driveway (including trucks or vans) if they contain tools, equipment or other unsightly items that can be seen from the street or other Spaces except if it parked in cooperation with a third party contractor doing work on you Mobilehome or space. Only automobiles, small pick-up trucks, station wagons and sport utility vehicles are permitted to be parked on the homesite driveway, even if any other type of vehicle would fit under the awning. No vehicle may be "stored" on your Space. "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as part of a commercial activity. Except to load or unload, motor homes, buses, trucks, bubble top vans, campers, and other such vehicles may not be parked on your Space unless they can fit under your carport awning and they are used for transportation on a regular basis. Non-motorized vehicles such as a travel trailer, boat, boat trailer, and other such vehicles may not be parked on your Space. Guests and others who are in the Park at your invitation or request or with your permission may only park on your driveway or in the areas set aside for Guest parking. You and other members of your household may not, except on an infrequent basis, park in the areas set aside for Guest Parking. No commercial vehicles other than a small pick- up truck or small van may be parked in the areas set aside for Guest Parking.

B. If you have cars and other vehicles which cannot be parked on your Space, they must be parked outside the Park or in the RV storage area. The use of the RV storage area is permitted only on the following conditions: (1) Rental Agreement signed by Resident; (2) availability of Space; (3) timely payment of monthly storage fee and (4) the vehicle stored must be a car, boat, motor home or travel trailer. All use of the RV storage area is subject to our discontinuing its existence, in which case, you would have to find someplace other than the Park to park your vehicle.

C. We have the right to refuse admittance to the Park or tow, at your expense, any vehicle that does not comply with these Rules and Regulations.

11. PETS:

A. Written permission to keep a pet in the Park must be obtained in advance, submitted with a photograph of the pet. The park pet policy must be executed by the resident prior to the grant of permission for the pet. Management reserves the right to deny permission for a pet if it fails to comply with these rules and regulations, if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its residents. Should a pet be lost or should it die, you must obtain written permission from us before acquiring another pet.

B. Pets permitted in the Park are defined as a house pet which is always kept within the mobilehome, not kept in the yard portion of the homesite. The type of pets permitted are small dogs, cats, small birds, such as parakeets and canaries, fish, pets always kept in an aquarium, and other usual household pets approved by us. Small dogs are deemed as those which, at maturity, will weigh no more than twenty (20) pounds and measure no more than fourteen inches at the hip. All dogs and cats should be spayed - neutered. Guide dogs, signal dogs, and other service dogs, as defined by Civil Code §54.1, are exempt from the size limitation otherwise applicable to dogs. Farm animals (chickens, etc.), animals which are dangerous exotic animals, illegal and poisonous animals are not allowed. No more than a total of one (1) pet will be allowed per mobilehome.

C. Each pet must be licensed and inoculated where possible in accordance with applicable laws. Evidence of such licensure and Inoculation must be submitted by you to us within seven (7) days after request for same.

D. Pets will not be allowed in the clubhouse, laundry, or any recreational area of the Park at any time, with the exception of guide dogs, signal dogs, and other service dogs as defined by Civil Code section 54.1. Pets must be transported in and out of the park by vehicle, and not walked in the park due lax owner practices of cleaning up excrement left on common streets, other resident spaces, which is unhealthful, draws insects, and creates a nuisance.. Pets are not allowed to run loose in the Park and any pet found running loose in (he Park may be impounded and taken to Animal Control at your expense.

E. Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance, or harm (including, without limitation, excessive barking, growling, biting or other unreasonable conduct, noise, barking, threat, attacking or attempting to), permission to keep that pet will be revoked and resident must remove the pet from the park; management may terminate tenancy for residents failure to do so or seek injunctive relief for protection of the resident community, without showing evidence of irreparable harm or injury and without showing the inadequacy of monetary compensation.

F. Guests may not bring pets into the park, except for guide dogs, signal dogs, and other service dogs, as defined in Civil Code,§54.1.

G. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of fence, confining barricade, kennel, cage, or structure. Tying of pets outside the mobilehome or leaving pets unattended outside the mobilehome or anywhere in the Park's common areas is prohibited. Pet laundry (blankets, apparel, mats, pillows etc.) may not be washed in the laundry room.

H. Feeding of strays, other pets, and leaving food outside the mobilehome is prohibited.

12. LAUNDRY ROOM:

A. The laundry room is for the use of Residents and Guests only. Children under the age of 15 must be accompanied by an adult when using the exercise room. The Rules and Regulations governing the use of these facilities, including their respective hours, are posted and are subject to change by us. These facilities will also be closed from time to time for cleaning, repairs or other reasons.

B. The laundry room facilities are provided for the use of residents and their guests. The laundry room door locks when closed, all residents have been issued keys for access to it. Do not wedge or leave the door open. The laundry room facilities are

available for use seven (7) days a week between the hours of 7:00 A.M. and 9:00 P.M. Each user must clean each machine used and pick up any trash. Dyeing of materials in the washing machine is not permitted. Should a machine fail to operate, notify management and a reimbursement will be made. The drying yard is available to all residents whether they use the laundry equipment or not. Lights must be turned off in the laundry room when not in use. Washers, dryers, and all other laundry room facilities are to be cleaned inside and out immediately after use. Clothes are to be removed from clothes lines and dryers as soon as they are dry. The laundry room is to be left in a clean, neat and orderly condition. Pet laundry (apparel, blankets, other material) may not be done in the laundry room. The laundry room facilities may be closed from time to time for cleaning and repairs.

13. PARK OFFICE: The Office hours for the Park Office are posted and are subject to change by us.

14. SIGNS AND SELLING:

A. Except as specifically permitted by these Rules and Regulations or required by law, no signs or commercial activity are permitted. This includes, without limitation, "For Sale" signs or other signs advertising any product, service or other commercial activity. No "auction," "garage or yard sales" or other such activities are allowed.

B. You are permitted to advertise the sale or exchange of your Mobilehome; however, any signs advertising your Mobilehome for sale or exchange are limited as to size, number and placement as set forth in the current provisions of the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations after expiration of the lease or rental agreement. ~~You may not have any "Open House" signs or other similar advertisements.~~

15. LIMITATIONS ON ELECTRICAL SERVICE; RESIDENTS' RESPONSIBILITY FOR COMPATIBILITY:

A. You are responsible for ensuring that the maximum electrical or other utility load requirements of your Mobilehome, its equipment and appurtenances are compatible with the electric or other utility service capacity at your Space. We shall have no liability or responsibility to you if the available electrical or other utility service is inadequate or incompatible. You agree not to install electrically operated devices which will use electricity in excess of the electrical service capacity available to your Space.

B. You also agree that you will not in any physical way attempt to increase the capacity of the utility at your Space. If your electrical or other utility demands exceed the capability of the service to your Space, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the other remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying any situation created by your use or attempt to use electricity or other utilities in excess of their rated capacity at your Space. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability inferred or imposed by reason of any injury to persons or property which occurs as a result of your electrical or other utility demands or attempts to modify your electrical or other utility service.

16. PROHIBITION AGAINST WASTE, NUISANCE AND UNREASONABLE ANNOYANCE: You may not do anything that will constitute waste, nuisance, unreasonable annoyance, damage, or injury to anyone or their property. You may not permit any act or maintain or permit to be maintained any condition on your Space or Mobilehome which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Space, the Park, any person or property. Condo

17. ENTRY UPON YOUR SPACE: So long as we do not unreasonably interfere with your use of the Space, we shall have the right to enter onto your Space for any legitimate purpose, including, but not limited to, inspecting, maintaining, repairing, replacing, and/or adding utilities or other Park improvements on your Space or other areas of the Park. *

18. MOBILEHOME REGISTRATION AND LICENSE: All Mobilehomes must be licensed as required by law. A registered owner of the mobilehome is required to be a homeowner who has executed a rental agreement. A copy of the certificate of title containing accurate owner information should be provided to the owner for future contact purposes as may be requested by resident or required under the Mobilehome Residency Law

19. NON-RESPONSIBILITY OF PARK: We are not responsible to inspect or approve any work done by you or for you by others, including, but not limited to, the installation of your Mobilehome, driveway, walkway, fences, or any other equipment or improvements of any type. To the extent that we may inspect or approve something, it is for our own purposes only and you are not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. You are responsible for all required inspections and approvals for all work done to your Mobilehome or Space, except work done by us, and you agree to indemnify and hold us harmless from any work which is improperly done by you or your contractors.

20. NO WARRANTIES: We do not warrant or represent to you in any way whatsoever that your Mobilehome will appreciate in value. We also make no warranties whatsoever, express or implied, except as may be specifically set forth in the agreements between us.

21. REMOVAL OF IMPROVEMENTS: If you remove your Mobilehome, you agree not to remove any landscaping or other improvements and structures except for storage shed(s), awnings, steps, and other structures which are part of your Mobilehome. All landscaping and any other improvements will remain and become the property of the next Resident to occupy the Space.

22. LOT LINES AND LOT LINE MARKERS: Actual and apparent use of a homesite defines the expectations of occupation which Resident may use and enjoy. Resident is responsible for homesite maintenance within the area defined by the lot line markers. You shall maintain your lot line markers as they currently exist and you will promptly notify us if your lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Resident is entitled. The lot line markers and lot lines in the park are for the purpose of establishing the separation and set-backs for installation of mobilehomes, accessory structures and equipment, utilities and appliances as defined by applicable codes and standards and for no other purpose. Therefore, Resident may not rely on the lot line markers to define the area of use and enjoyment to be expected. Owner reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Resident or any prior resident of the space or any adjoining space has installed landscaping or other improvements that have been discovered to encroach across a lot line over a course of time of

previously-established consistent usage, then residents of any adjoining spaces agree to continue to allow the use of the area encroached upon as was expected before such discovery. This use of the encroached-upon area will not, however, affect the location of the lot line markers. Resident shall maintain the lot line markers as they currently exist. Resident agrees to indemnify and hold harmless owner and owner's agents, employees, representatives, assigns and successors, against any loss, cost, damage, expense (including attorneys' fees) or other liability incurred or imposed by reason of any person, association, firm or corporation claiming to have an interest in the event that the lot line markers are lost, moved or destroyed.

23. OCCUPANCY RESTRICTIONS: No more than two (2) persons per bedroom plus one (1) additional person per Mobilehome, may regularly occupy the Mobilehome. This rule will automatically, i.e. without any further action on our part, be changed to comply in the event of a change in law or an administrative ruling dealing with the number of persons allowed to occupy a rental dwelling. All bedrooms must have an unobstructed exterior window or door large enough to be used as an emergency exit in the event of fire or other emergency. A bedroom is defined as a "bedroom" (with required closets, exits and windows) designed and originally configured as such by the manufacturer. A bedroom is not a den, family room, living room, or other room which has been or could be converted to a bedroom.

24. HAZARDS: Anything which creates a threat to health and safety or threatens damage to property or reputation or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. You may not engage in any activity in the Park which causes an environmental hazard or violates any law relating to environmental protection, hazards and other such laws. In the event Resident stores or disposes of hazardous substances under or about Resident's homesite or elsewhere in Park, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Park Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Park against (and hold Park harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Park may incur or suffer by reason of the storage or disposal by Resident of any hazardous substances on or under Resident's homesite, other homesites in the Park or any other areas of the Park.

25. INSPECTION: You agree that you have carefully inspected the Space you are renting and all of the Park's services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements or facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

26. HEADINGS: The headings, bold type, underlining and any other formatting for the purpose of emphasis or other as well as all titles of the paragraphs within these Rules and Regulations are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of the provisions of the Rules and Regulations.

27. INDEMNIFICATION:

A. We will not be liable for any damage, injury, loss, expense, or inconvenience to any person or property caused by any use of the Park or your Space, or by any defects in any improvements, or failure of services or amenities, or arising from any other cause, unless resulting from our active negligence or willful misconduct. You agree to release, discharge, indemnify, and hold us free and harmless from all such injury, damage, loss, expense, or inconvenience for which we are not liable, including the provision of a defense and payment of attorneys' fees and costs which relate thereto. This paragraph is not an exculpatory clause of any legally imposed duty of care upon us, or a disclaimer or release of liability to other than the fullest extent permitted by law, and shall not be otherwise construed or interpreted.

B. You agree to indemnify us for all liability, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorneys' fees, and costs, resulting from or alleged to have resulted from your negligent, willful, or intentional conduct, or the condition or the maintenance, or lack thereof, of your Mobilehome, Space, vehicle(s), equipment, accessory structures, property, improvements, or all of them.

C. You acknowledge your understanding that the risk of a decline in value is inherent in your ownership of a Mobilehome and you agree to accept such risk. You agree to indemnify, discharge, release and hold us free and harmless against any economic loss, including lack of demand therefor, diminution in market value, or depreciation of your Mobilehome and its accessory structures, equipment and other improvements. This indemnification and release does not relieve us of any legally imposed duty of care as to injury or property damage (for example, physical damage for which we have a legal duty to repair or compensate you).

28. SOLICITATION: Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without our consent. All salespeople must make individual appointments with the Resident concerned or interested. The only exception are those activities which we are required by law to permit.

29. CONTRACTORS AND LIENS AND CLAIMS: Only licensed contractors having adequate liability and Worker's Compensation insurance are permitted to work in the Park and we may require them to provide proof of insurance to us in advance of beginning any work. You may not allow any liens or other claims to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

30. ACKNOWLEDGMENT: You acknowledge and agree that you and the other members of your household have had the opportunity to read and discuss these Rules and Regulations with an attorney or advisor of your choice if you so chose and you agree to comply with these Rules and Regulations and all documents or other materials it incorporates or refers to.

31. CIVIL CODE NOTICE: The following notice is provided for the information of the homeowner and resident, and is required to be provided for residential rental agreements. For the convenience of mobilehome owners, this notice is also included herein. "The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of §290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any

neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service." The law further provides that based on this notification, the lessor (owner and management), seller, or broker is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders; the information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide data base of the locations of registered sex offenders and information from the data base regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender. PLEASE NOTE: Owner and management are permitted to investigate the ability of the prospective homeowner to pay rent and to comply with the rules and regulations of the Community pursuant to Civil Code §798.74. Homeowners and residents are therefore encouraged to further investigate in this regard to the extent deemed necessary and appropriate.

32. NO WAIVER FOR DELAY IN ENFORCEMENT, ACCEPTANCE OF RENT.

A. If resident fails to meet any obligation or duty under this Agreement, a delay or omission in exercising any right or remedy management may have because of the default will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by management of the right to enforce any provision of this Agreement after any default on resident's part will be effective unless it is made in writing and signed by management, nor will it be considered a waiver of any rights to enforce each and every provision of this Agreement upon any further or other default by resident. The manager has no authority to waive any rule or regulation, make any exception to a rule or regulation, or agree to any modification, deletion, or alteration in any residency document without written prior authority of the owner.

B. Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations or any rule, substantial annoyance, or other grounds for the termination of tenancy specified under the Mobilehome Residency Law, or other rights. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 798.57 shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of management. Possession of rent by the resident manager shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

C. Park may exercise any right under the terms of the rental agreement or lease, or these rules and regulations as amended or modified or any other right of the management under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent in enforcing any such right shall not be construed as a waiver, release or acquittal, accord and satisfaction, settlement in whole or part; shall not constitute an estoppel, or laches; and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter.

33. MATERIAL WHICH WILL NOT DISSOLVE IN THE SEWER SYSTEM: Material which will not dissolve in the sewer system, such as facial tissue, paper towels, sanitary napkins, tampons, disposable diapers or dryer sheets MUST NOT BE FLUSHED DOWN THE TOILETS.

* 34. PARK OFFICE / COMPLAINTS AND SUGGESTIONS: The business hours for the Park Office are posted. The Park Office telephone is for business and emergency use only; therefore, please do not give this phone number to others. Except in an emergency, all suggestions or complaints must be made in writing and signed by you on the forms provided at the Park Office. Any lawsuit or other action against owner or homeowner must be filed with the court not later than one (1) year from the plaintiff first became aware of (or reasonably should have been aware of) the dispute or claim. If not so filed, the lawsuit or other action will be barred.

35. REMOVAL OF MOBILEHOMES ON SALE

A. If you remove your mobilehome, the space and the Park's utilities and improvements must be left in good condition. You agree to be personally and financially responsible for the removal of all debris from the tear-down and removal of the mobilehome, and to remove all personal effects from the space. Items left on the space, such as steps, driveways, walkways, or landscaping, will become the property of the Park. We may, in order to upgrade the quality of the Park, require the removal of mobilehomes; from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable laws. Any such rights granted us due to amendments, deletions or modification of the Mobilehome Residency Law and other applicable laws may be enforced at our option.

B. Park reserves the right to require that the Resident obtain an inspection conducted by the California Department of Housing and Community Development, or if applicable, the local enforcement agency with responsibility and jurisdiction to enforce Division 13, Part 2.1 of the California Health and Safety Code and the applicable provisions of the California Code of Regulations Title 25, Division 1, Chapter 2 (mobilehome parks). The mobilehome may not be transferred or sold for in-park residency by a new prospective homeowner if the mobilehome and accessory structures, equipment and appliances do not pass such code inspection. The inspection shall be requested by the homeowner no later than on the date resident is required to notify the management that the mobilehome is being offered for sale. Such notification must be given as soon as possible, because there may be delays encountered in scheduling an inspection. Resident should further seek inspection as soon as possible in order to avoid possible inconvenience or delay in finalizing a subsequent sale of the mobilehome after the expiration of the 60 day written notice of termination of tenancy required to be given to the management.

C. In addition to the requirement of inspection, Management shall furthermore, require repairs and or improvements prior to approval the mobilehome for in-park sale in the following respects:

1. All damage caused by the actions or negligence of the homeowner or an agent of the homeowner;

2. The repair or improvement of the mobilehome, its appurtenances, or an accessory structure that is not owned and

installed by the management, based upon or as required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes. Such requirements shall apply to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

D. Resident is required to request written statement itemizing all required repairs and or improvements. Management shall provide a written summary of repairs or improvements required no later than 10 business days following the receipt of a request for this information, as part of the notice of termination of tenancy required by Civil Code §798.59 (the written advance 60 day notice of termination of tenancy to be given to the management).

E. Management further reserves the right, pursuant to Civil Code §798.73, to require removal on sale if the mobilehome 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.

F. If, on the date of this Agreement, there is not presently a mobilehome located on the Homesite, or if Resident is to remove the mobilehome presently located on said Homesite and replace it with another mobilehome, Resident acknowledges and agrees that a certain make, model, type, size, age, and condition of the mobilehome which will occupy the Homesite and the accessory equipment and structures which will be a part of or installed with the mobilehome. Resident warrants to Park that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Homesite are true and accurate. Park is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Resident agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Park unless they meet all of Park's requirements and specifications.

* 36. ZONING INFORMATION: The zoning of the park is:_ _____. CONDITIONAL USE PERMIT: YES ( ) NO ( ). The expiration date of the conditional use permit if applicable is _____ _____.The park is not located on leased land.

* 37. EMERGENCY GAS DISTRIBUTION INFORMATION: The emergency procedure for gas leaks or other safety hazards in the gas distribution system is located in the park office. This information is also posted in the park office:
Gas Co No: _____Fire Dept:_____
Park Manager:_____

* 38. NO SUBLEASING PERMITTED: Subleasing is prohibited. Any attempted subleasing of your mobilehome or space is void. There is no right and no power to sublease. "Subleasing" includes the rental of your mobilehome and / or space. Subleasing includes "home sitting", "housesitting", "house-watching", "caretaking", subleasing with an option to purchase, and purchase contracts unless in such circumstances the purchaser is bona fide and has been approved in accordance with Civil Code §798.74 and becomes the registered owner of the mobilehome. Management reserves the right to require the mobilehome to be removed from the park upon resale and in accordance with the rights granted to the management under law. Subleasing also refers to contractors who occupy the space or mobilehome in the absence of the tenant, for whatever the purpose.

39. PARK PERSONNEL:

A. Owner shall be represented by a Resident Manager who is vested with legal right and authority to enforce the Rules and Regulations on behalf of Owner. The Resident Manager has no authority to enter into any verbal agreement, understanding, or to make exception, or approve any arrangement inconsistent with the rules and regulations and rental agreement.

B. The Resident Managers may not give advance written consent where called for by the rental agreement or the rules and regulations. The Resident Managers are not authorized to consent or agree to, nor acquiesce in exceptions, special arrangements, or to waive compliance with the rental agreement or rules and regulations. Please do not request the managers to make promises or seek special favors they cannot offer or accept. Park employees are prohibited from receiving any notices, mail, service of process, gratuities, deliveries or packages (in particular mail or parcel post) or other property from anyone for safekeeping, storage or any purpose on behalf of any resident or guest. Resident Managers shall do no work in or around your home on the premises except as needed to fulfill park management duties. In the event that resident seeks to have such work done or services performed (beyond the scope of management duties), Resident should seek independent contractors and management is released from all responsibility and liability therefor. Management shall not refer to contractors for such work. Accordingly, resident releases the park owner, agents, employees and representatives for any defects, faults, failures, with respect to any work or services provided by Resident Managers as to resident's mobilehome, accessory structures, equipment, appliances, or landscaping. This release includes all actions, disputes, controversies, claims, demands, injuries and property damage which relate to such work or services.

C. The managers have no authority to represent or give opinions about mobilehome values, quality, utility, condition or merchantability: please consult your dealer or broker. Numbers for the managers when not in the office are posted.

40. OPTIONAL MEDIATION OF DISPUTES AND REFERENCE.

A. A REFERENCE IS A PROCEDURE IN COURT AFTER A LAWSUIT IS FILED TO HAVE FACT ISSUES AND LEGAL DETERMINATIONS MADE AND THEN APPROVED BY THE JUDGE. RIGHTS OF DUE PROCESS, APPEAL AND EXERCISE OF LEGAL RIGHTS ARE PRESERVED BUT WITH THE EXCEPTION THAT THERE IS NO JURY. ANY AND DISPUTES WILL BE SUBMITTED FIRST TO NON-BINDING MEDIATION AND, IF THE DISPUTE CANNOT BE RESOLVED BY THAT METHOD, SUBMITTED TO WHAT IS CALLED A "GENERAL REFERENCE" WHICH WILL BE CONDUCTED PER THE PROVISION OF CODE OF CIVIL PROCEDURE §638. ALL ISSUES RELATING TO THE DISPUTE BE SUBJECT TO THE REFERENCE AND REFEREE WHO IS APPOINTED SHALL ALL THE NECESSARY POWERS TO DECIDE QUESTIONS OF LAW AND FACT RELATING TO THE DISPUTE.

B. YOU OR WE MAY, AT OUR OPTION ELECT TO HAVE ANY OF THE FOLLOWING DISPUTES SUBMITTED TO A REFERENCE EXCEPT THE FOLLOWING: (a) TERMINATION OF TENANCY DUE TO A FAILURE TO PAY RENT OR 0THER CHARGES; (b) FORCIBLE DETAINER; (c) INJUNCTIVE RELIEF PER [i] CODE OF CIVIL PROCEDURE §527.6, CIVIL CODE §798.87(B), OR [ii] CIVIL CODE §798.88, (d) PAYMENT OF THE MAINTENANCE FEE PROVIDED FOR IN CIVIL CODE §798.36; (a) CONDEMNATION OR A CHANGE OF THE USE OF THE COMMUNITY AS PROVIDED IN CIVIL CODE §798.56(f) AND (g); AND (f) TO PRESERVE ANY EQUITABLE RIGHTS RELATING TO ANY DISPUTE.

C. MEDIATION PROCEDURE: MEDIATION MUST BE ATTEMPTED. THIS IS DONE BY YOU SERVING US AND THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") WITH A WRITTEN DEMAND OR NOTICE OF INTENTION TO REQUIRE A REFERENCE.

D. YOU MUST GIVE US THIS NOTICE NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE. IF YOU DO NOT GIVE US NOTICE WITHIN THE ONE (1) YEAR TIME PERIOD, YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY INJURY OR DAMAGE YOU OR OTHERS IN YOUR HOUSEHOLD MAY EXPERIENCE AND, THEREFORE, THAT DISPUTE WILL NOT BE SUBJECT TO A REFERENCE OR ANY PROCEEDING IN THE COURTS. THIS ONE (1) YEAR TIME LIMITATION APPLIES TO BEING ENTITLED TO BOTH MEDIATION AND A REFERENCE.

E. THE NOTICE REFERRED MUST PROVIDE: (i) DESCRIPTION OF THE DISPUTE, AND (ii) FACTS FROM WHICH THE DISPUTE ARISES INCLUDING WITNESSES, DATES, TIMES AND CIRCUMSTANCES. IF THE DISPUTE IS

NOT RESOLVED IN NINETY (90) DAYS BY MEDIATION, THE DISPUTE MUST EITHER BE ABANDONED OR RESOLVED BY A REFERENCE.

F. THE LAWSUIT MUST BE FILED BY YOU WITHIN TEN (10) DAYS OF THE DATE THE MEDIATOR DECLARES AN IMPASSE OR THE MEDIATOR ISSUES HIS OR HER RECOMMENDATIONS OR DECISION.

G. IF MEDIATION FAILS AND YOU AND WE CANNOT AGREE IN TEN (10) DAYS FROM THE DATE THE LAWSUIT IS FILED WHO THE REFEREE WILL BE, A COURT OF COMPETENT JURISDICTION WILL PROVIDE BOTH OF US WITH A LIST OF AT LEAST FIVE (5) NEUTRAL "REFEREES" FROM WHICH YOU AND WE WILL ATTEMPT TO SELECT A REFEREE FROM, IF WE CANNOT AGREE THE COURT WILL MAKE THE SELECTION FROM THAT LIST FOR US BOTH YOU AND WE WILL BE GIVEN THE RIGHT OF ONE CHALLENGE TO DISQUALIFY A PERSON FROM BEING THE REFEREE. THE REFERENCE SHALL COMMENCE WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE THE REFEREE IS APPOINTED, UNLESS CONTINUED ON REQUEST TO THE REFEREE OR BOTH OF US AGREE. THE REFEREE WILL BE A DIFFERENT PERSON THAN THE MEDIATOR.

H. THE FEES AND COSTS FOR THE MEDIATION AND REFERENCE WILL BE ADVANCED EQUALLY BETWEEN US. EXPENSE OF MEDIATION AND REFERENCE ARE TO BE ASSESSED AS A RECOVERABLE COST BY THE PREVAILING PARTY. NOMINAL RECOVERY DOES NOT QUALIFY ANY PARTY AS A PREVAILING PARTY.

I. YOU ACKNOWLEDGE HAVING READ THIS AGREEMENT. YOU ALSO AGREE THAT THESE PROVISIONS WILL APPLY TO YOU AT ALL TIMES IN THE FUTURE (EVEN THOUGH THAT MAY BE BEYOND THE TERM OF THIS AGREEMENT OR AFTER YOUR TENANCY OR THIS AGREEMENT HAS BEEN TERMINATED OR YOU MOVE FROM THE COMMUNITY). MEDIATION AND REFERENCE RIGHTS SHALL SURVIVE THE EXPIRATION OF THE TERM AND REMAIN APPLICABLE DURING ALL HOLDOVER TERMS OF TENANCY.

J. BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE YOUR DISPUTES WITH US DECIDED BY A SINGLE NEUTRAL REFEREE AS PERMITTED BY CALIFORNIA LAW, AND NOT BY JURY. YOUR AGREEMENT TO THESE PROVISIONS IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO SUBMIT YOUR DISPUTES TO A REFERENCE AS PROVIDED IN THIS AGREEMENT.

Please Initial

Resident Initials: _____

Management Consent: _____

41. PARAGRAPH HEADINGS: The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

42. EXECUTION: YOU AND THE OTHER MEMBERS OF YOUR HOUSEHOLD ALSO AGREE THAT THESE RULES AND REGULATIONS MAY BE MODIFIED TO ADD OR SUBTRACT PROVISIONS OR MODIFY EXISTING PROVISIONS IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 798, AND SUBSEQUENT SECTIONS. IT IS MUTUALLY AGREED THAT ANY CONTRACT OR TORT CLAIM, DISPUTE OR ACTION, INCLUDING ANY VIOLATION OF ANY LAW OR REGULATION, SHALL BE JUDGED BY A SINGLE NEUTRAL JUDGE, AND THAT EACH PARTY WAIVES THE RIGHT TO JURY TRIAL. THIS PROVISION SHALL APPLY EVEN IN THE EVENT THAT THE PARTIES DO NOT, FOR ANY REASON, MEDIATE OR ARBITRATE SUCH DISPUTE. CONSULT AN ATTORNEY ABOUT THE MEANING AND EFFECT OF THIS PROVISION.

Please carefully read and confirm the foregoing acknowledgments:

_____ _____ _____ _____

THESE RULES AND REGULATIONS THEY SHALL BE BINDING UPON YOU AND ALL MEMBERS OF YOUR HOUSEHOLD UPON THEIR EFFECTIVE DATES IN ACCORDANCE WITH THE MOBILEHOME RESIDENCY LAW.

BY SIGNING BELOW, YOU AGREE THAT THESE RULES AND REGULATIONS ARE EFFECTIVE IMMEDIATELY UPON YOU AND ALL MEMBERS OF YOUR HOUSEHOLD. Resident further represents and warrants that the information provided to owner regarding resident, other members of the household and the mobilehome is true and correct. Homeowner also agrees to promptly notify owner, in writing, of any change in this information.

PLEASE SIGN & DATE

READ AND ACCEPTED:

RESIDENT

Date: _____

_____

Signature Printed name

Date: _____

_____

Signature Printed name

Date: _____

_____

Signature Printed name

Date: _____

_____

Signature Printed name

MANAGEMENT

Date: _____

_____

Signature Printed name

Other persons occupying the homesite:

Please Print Name: _____

Please Print Name: _____

BURDICK

Open comments:

Some Orange County Task Force members ask me to say they wanted to take part in this meeting, but had a conflicting schedule and requested in the future prior to scheduling these types of hearings to please contact interested parties for availability.

1. Park Owners often hire or own management types such as Sierra Management Corporation who in turn hire on-site managers. When Homeowners have problems with on-site managers and the management company that hired them, the Park owner is insulated from the problem. The MRL **798.28** requires management to give the Homeowner the name and business address of owner, often times the business address and phone number is the park address and phone number. MRL **798.28** should be changed to read that this information should reflect where the Homeowner can contact the Park Owner in person.

2. HCD WEB page which has Mobilehome Park and RV Listings is in bad need of updating. Wrong park names, wrong owner, many owners or operators only list park address or PO boxes. The list with this misinformation is unreliable to use.

3. **Gang Style Management:**

   A number of Mobilehome Parks operate with this style of management.
   Some Mobilehome Park management companies (and in some cases Park Owners) off-site and on-site management is the GANG Leaders, Corporate Lawyers, are the GANG members, Homeowners and Residents are the neighborhood residents. The threat is put out by management, real or imaginary that if you challenge park management we'll get you one way or the other, such as: Rules and Regulation violations (most of the time drummed up charges), unfair rent increases, threat of eviction, harassment by management until you move. At least in a GANG infested neighborhood residents have the police if necessary------Mobilehome owners and residents have little or nothing at all if they do not have a homeowners association or a GSMOL Chapter in their park to fight for their rights.

4. A number of Cities and a few Counties have taken over Jurisdiction of Mobilehome parks in their areas per the Health and Safety Code Section **18300** (b). Some of these groups are not doing a very good job on checking on Mobilehome Parks and HCD is not doing its part per the Health and Safety code Section **18300** (d) (see Addendum C)

   A. I have received many complaints about San Bernardino County's lack of enforcement.

   B. Big Bear lake didn't do its part until GSMOL Chapter 1118 (Lakeview Pines) raised hell with city officials (see Addendum A).

   C. The city of Rialto has problems with several parks and has done little or nothing.

Listed on pages 2 and 3 are items of Mobilehome Park mismanagement and some Park Owners lack of caring.

Rules and Regulations (798. Article 3)

1. Selective enforcement of rules and regulations, allow one Homeowner to do something and deny the next Homeowner.

2. Some Park Owners change R&R at will. They refuse to comply with MRL Section **798.25** (a) which requires a meeting with Homeowners and providing a 10 day notice of said meeting.

3. Park management and or its employees or other representatives refusal to follow R&R as required by **798.23** (a) in some parks.

4. Homeowner has park management approval for a project such as shed location, landscaping, paint color of home, number of cars on the lot (rules state approval of more than two required) and the existing manager is replaced, the new manager changes these items previously agreed to.

5. **Vehicle Towing**: Some Park Owners and or their management team refuse to follow **798.28.5** and the California Vehicle Code **22658**. Also the towing companies that park management hires fail to comply with **CVC 22658** lower case L (l) (1) and (k(3).

   CVC (l) (1) states:

   A towing company can't be granted vehicle removal at towing companies discretion which to me means the towing company can't be trolling the park 24 hours a day, especially night time hours. Some park owners are now hiring companies that boot vehicles in place and charge a high fee to remove the boot. This is park management's way around **798.28.5**

6. I am sure if you were to audit HCD records state wide on complaints filed on form **HCD-OL-419** (see attachment) you would be shocked at some of the complaints filed plus HCD only has the power to suggest and the Park Owners know it.

7. Homeowners in some parks have park managers removing personal mail (non US postal mail) from resident's mail tubes, such as GSMOL information bulletins and meeting notices. Also telling GSMOL Chapters they can't use the tubes to communicate with Homeowners.

Mobilehome Residency Law (MRL)

Park Owners/Managers and employees fail to comply with the Mobilehome Residency Law Regulations with little or no repercussions, because Homeowners are told these are civil matters and require court action. Most Homeowners are seniors or low income citizens and can not afford to hire legal help, so violations go unheeded and Park Owners keep collecting our space rents to fight the Homeowners who dare to take legal action to protect their rights. Homeowners pay Park Owners space rent, and Park Owners turn around and use our money to fight us in court.

Listed below are items that seem special to park managers to ignore or not follow.

1. Rent statements are not delivered (in most Parks) as stated in **798.14**. Statements are placed in resident's personal mail tube, not in person or by U.S. Mail.

2. **798.15** Some parks do not give written rental or lease agreements to Homeowners. Also, residents are not being offered a 12 months or less type agreement.

3. **798.24** posting of common area hours. Many parks not doing this or refuse to post hours.

4. **798.26** Need to add language that Park Management or their representative will not enter on a resident's lot except for emergency or planned maintenance. Park managers are entering resident's lot to be nosy and for harassment purposes or just to tell Homeowners you have no right to privacy as long as I am the manager.

5. **798.28** will not give out park owner's business address and phone number.

6. **798.29.5** Management is failing to give 72 hour notice of utility interruption for non-emergency planned maintenance.

7. **798.33** Some park management are allowing Homeowners to have large dogs that may be a threat to park residents.

8. **798.34** Fees being charged when not required, numerous problems in this area.

9. **798.37.5** Trees and driveways—this item is being totally abused by park management and HCD lacks personnel to do their part as stated in **798** (a).

10. **798.38** Some parks are not posting rate schedules or they are posting the wrong one. Some parks are not posting information on low income gas discounts. Also water, trash and sewer rates should be added to this section. Some Park owners are over charging Homeowners on these items.

11. **798.41** When a park goes to Sub-metering of its utilities, Park Owner it is not reducing rents accordingly.

12. **798.51** Some park owners will not allow Homeowners to use the clubhouse for GSMOL meetings or they want to charge a fee.

13. **798.73, 798.73.5, and 798.83** Some park owners and or managers are interfering in the sale of older homes and demanding that they be removed from the park base on age only, so they can bring newer Mobilehomes into the park

Closing Comments

1. MRL **798.87** (C) (1) (2) and (3) needs a change that if Mobilehome Residents or their Representatives by petition of a majority of the Residents. That the law enforcement agencies listed in **798** (1), (2) or (3) will take action to resolve the issues whether it be legal or otherwise. Enforcement of the Mobilehome Residency is badly needed and should not be left up to the Residents to seek court action when there are major issues.

2. In closing, without changing the Health and Safety Code Section **18603** (a) most of this meeting may be mute. This Section needs language that any Mobilehome/RV park over XX number of spaces shall have an on site qualified manager. Spell out in **Section 18014** the definition of what is a "qualified Manager"

Milt Burdick
GSMOL Vice President
5700 Carbon Canyon Rd #131
Brea CA 92823
714-572-0253
milters1@juno.com

EXAMPLES OF MOBILEHOME PARK MISMANAGEMENT

1. Seven year inspection at Hollydale
2. Disability parking enforcement at Royal Western (Kort and Scott and Sierra Management).
3. Big Bear Lake ----Lakeview Pines, GSMOL chapter 1118.
4. Rialto--Numerous park complaints on lack of enforcement by the city (14 Mobilehome Parks.

Addendum A

INFO ONLY

References on resale of older Mobilehomes;

MRL **798.73** (b) (d) Age is only part of the equation. If the Mobilehome is in good repair and passes the health and safety inspection standards, the Park Owner can not stop the sale or order the Mobilehome removed from the park based solely on the Mobilehomes age. The safety inspection is the responsibility of the Homeowner. Look one up in your yellow pages (Home Inspectors) or on the internet or internets as Bush says. Ask if he is familiar with Mobilehome laws.

Since enforcement agencies (HCD or Cities or Counties) don't do the subdivision (b) inspections (end of sentence), if a park owner wants to force removal, the burden is on the park owner under subdivision (d). Thus, generally, the homeowner needs to hire an inspector to counter a park owner's claim of substandard. If the park owner improperly refuses to approve a buyer on these grounds, the park owner may be in violation of the MRL and the penalties therein may be assessed, including actual damages. Once again this requires the Homeowner to seek court action (Civil Matter).

798.73.5 (a) (1), (2), (3) Required repairs of Mobilehome exterior (also includes sheds, awnings, porches, carports or other owner add-ons).

798.73.5 (b) and (c) Written statement from Park Management/ Owner of required repairs.

798.83 Lot space repairs on resale.

Addendum B

City of Big Bear Lake

#3

CITY MANAGER'S OFFICE

August 30, 2004

Mr. Pedersen
5771 Adrienne Court
Colorado Springs, CO 80906

RE: **FORMAL COMPLAINTS**

Dear Mr. Pedersen:

The Lakeview Pines Mobile Home Owners Association has met with me and submitted the attached Formal Complaints regarding the operation of your mobile home park.

I have asked my secretary, Kathy Smith (909-866-5832), to schedule a meeting on-site, to review the complaints. I would ask that the following people attend with me:

- Mr. Pedersen, Owner
- Mr. Allen, Off-site Manager
- Mr. Steinbaker, On-site Manager
- Captain Bobby Phillips, Big Bear Police Chief
- Philip Mosley, Big Bear Lake Chief Building Official
- Donna Lloid, President-Lakeview Pines Mobile Home Owners Association
- Richard Pennebaker, Vice President-Lakeview Pines Mobile Home Owners Association
- Martha Smart, Treasurer-Lakeview Pine Mobile Home Owners Association

Thank you for your cooperation in resolving these complaints "ASAP."

Sincerely,

Michael Perry

Michael Perry
City Manager

City of Big Bear Lake Civic Center and Performing Arts Center
39707 Big Bear Boulevard, P.O. Box 10000, Big Bear Lake CA 92315-8900 • 909/866-5831 •Fax 909/866-6766

NOTE TO FILE

August 27, 2004

RE: Meeting with Lakeview Pines M.H. Owners Association

Present: President – Donna Lloid – 866-2553
Vice President – Richard Pennebaker – 866-7942
Treasurer – Martha Smart – 866-2809

Others involved: Steve Robinson, S.B. County Representative
Nathan Steinbaker, onsite manager
Jim Allen, offsite manager, 805 340-5653, 805 488-9453
Mr. Pedersen, owner, 719 579-6625, 719 576-2332

Concerns:

1. Cocaine found onsite. Drug dealing from coach #22
2. Onsite manager does not have full authority required by law
3. 3 Security lights out for an extended period
4. Lack of Building and Safety permits/inspections for decks, coaches, etc.
5. Lack of set backs from property lines
6. No permit for installation of coach #22 and unsafe gas service line to coach #22
7. RVs in spaces 20, 25 & 35 in area for coaches only
8. 2 Pit bulls onsite in violation of park rules
9. Electrical meter disconnected on site #27 by unqualified personnel, possible unsafe condition
10. Utility rates not posted
11. Dangerous trees not taken down
12. Coaches #19 and 37 (and others) have combustible materials in violation of regulations
13. Dumpster becomes overloaded with landscape materials in violation of rules
14. Daily, weekly and monthly rentals of coaches and rvs by park owner in violation of rules
15. No watering for landscape City provided and throughout park in violation of rules
16. Vehicles parked and inoperable in violation of rules
17. Guests allowed to occupy coaches in violation of rules
18. Office hours changed without notification, not able to contact onsite staff
19. Illegal towing and threats of towing; no parking signs not posted properly
20. Washers and driers not operable; no weed abatement
21. General park maintenance in violation of the rules

*** See enclosed copies of rules / violations

LAKEVIEW PINES MOBILE HOMEOWNERS ASSOCIATION

P.O.BOX 121227 B.B.L. CA.92315

September 1, 2004

Micheal Perry, City Manager
City of Big Bear Lake
P.O. Box 10000
Big Bear Lake, Ca. 92315-8900

RE: ***OUR APPRECIATION FOR YOUR ASSISTANCE***

Dear Mr. Perry,

On behalf of the homeowners of Lakeview Pines Mobile Home Park, we would like to extend a heartfelt thank-you for the prompt attention you have shown to the numerous violations occurring in our park.

You have exceeded our expectations concerning what action might be taken and the time it would take to see results from your office.

We commend you not only for your prompt action, but also for you ability to show a small group of Big Bear Lake residents that our city government is working hard for it's citizens.

You have notified the Park Owner that these violations must me corrected, and we see some actions being taken as a direct result of your involvement with this matter.

You have made the Chief of Police aware of the mounting drug activity within the park, and we believe that is a positive step in eradicating this problem.

You have made Phil Mosley's office aware of the numerous code violations as well as the lack of permits obtained over the years resulting in a substantial loss of revenue for the City of Big Bear Lake.

So Thank-you Mr. Perry for giving us hope in our fight to preserve the value of our homes and our quality of living. You are a credit to your city and those you have promised to serve. And we anxiously await the meeting you have requested.

Respectfully yours

The Lakeview Pines Mobile Home-Owners Assoc.Board
Donna Lloid, LVPMHOA President
Richard Pennebaker, LVPMHOA Vice President
Gorden Stickney, LVPMHOA 2nd Vice President
Gidget Martinez, LVPMHOA Secretary
Martha Smart, LVPMHOA Treasurer

Harris

Complaint and solution of manager and owners
lack of timely correct of health problem
at Oakdale Mobile and R.V. Park
10799 Sherman Grove Ave
Sunland, CA 91040

For more information contact
Katherine Harris
818-951-0555
Harriskaty@AOL.com

10799 Sherman Grove Ave, Space 76

Four sewer spill in the same area in one month's time during June of 2004. The last two were within 24 hours of each other.

First spill drained across common area, park roadway and under one mobile, # 75, between it and a second mobile, # 76, flowing into the year around stream that runs through the park. This stream drains runs though a third of the park. It continues past homes to Tujunga Canyon and to a city park. The spill drained for two days and residents were told the plumber was on the way and that it was difficult to get a plumber on short notice.
HCD was notified. HCD called the manager and he sand bagged the spill so it was contained in the flower garden of the common area. No repair was started for two more days. Repair was made but no cleanup of area was done.

Second spill was in the yard of #77, during the repair the sewerage drained across the yard of #77 and down a hill to the stream.

Two days later the "fixed" sewer spilled in the yard of #77 and a second spill at #76 and at the sidewalk between #77 and # 76 happened. The area of contamination was yard of # 77 and beside and under #76, draining down the sidewalk and the stairs between #77 and # 76, down the hill behind #77 and under the mobile # 85 below. The flow continued down ran into the spring again. It ran down in the street past mobiles # 84, 83, 82, and 81. No effort of containment was implemented during the three days of repair. No clean up was done.

HCD re-inspection was requested concerning the lack of containment and lack of clean up.

HCD ordered cleanup of areas around and under #75, 76, 77, 85, the sidewalk, the stairway, the hill side and the roadway by # 84, 83, 82 and 81 with a completion date of July 9, 2004.

Clean up was only done to the sidewalk and the top of the stairway and a portion of the yard of #77 and a portion of spill beside # 76 by July 9. 2004. Request another inspection by HCD on lack of complete cleanup. At the time this inspection a four spill at # 75 was present and ordered repair and cleanup. HCD also ordered a second order to cleanup was on July 16, 2004 with a deadline of July 28, 2004. Under #75, yard of #77, under and around #85 and the sidewalk and stairway was cleaned, and the roadway was cleaned.

No cleaning under #76 was done. Strange because the resident of # 76 was the complainant. HCD was call again and cleanup under #76 was done on *August 5, 2004. Two and months from the date of second spill and 61 days from the date of the first deadline of July 9. 2004.*

Donald Katherine Harris
October 19, 2004
Mobilehome Park Management Problems

Resident requested Park owner be fine for the 61 days for lack of cleanup between first cleanup deadline and August 5th. The fine for that period would be $30,500.00. In telephone conversations with first to Ronald Javor, Assistant Deputy Director of HCD, and Sal Poidomani, HCD Codes and Standards Administrator. They basically said they do not have the power to fine, and they were not going to present the issue to the state or county attorney for action because the incomplete clean up over the two and half months showed compilation and letter from a carpet company that sprayed some disinfection on the ground showed compilation. The fact that cleanup was delayed 61 days in the complainants area was not importation.

Solution: With HCD not asking for fines, the owners have no reason to comply with HCD. By not demanding timely clean up, HCD give the owners the power to fatigue the residents into not pursuing complaints. **Legal follow though by HCD leading to fines for health and safety issues.**

Attached are written complaints and other communications to HCD.

Donald Katherine Harris
October 19, 2004
Mobilehome Park Management Problems

Subj: **Lack of cleanupof sewer spill in Oakdale Mobile Parkat Sunland**
Date: 7/31/2004 4:13:16 PM Pacific Daylight Time
From: Harriskaty
To: RJavor@hcd.ca.gov

To: Ronald S. Javor, Assistant Deputy Director HCD
From: Katherine and Donald Harris
10799 Sherman Grove Ave, #76, Sunland, CA 91040
818-951-0555
Harriskaty@AOL.com
Date: August 1, 2004
Re: My email of July 24, 2004, regarding lack of sewer spill cleanup during the month of May and June 2004 and Your reply of July 30, 2004.

Thank you for the concern you voice about the serious heath hazard we have endured for three (3) months. And thank you for giving the Regional Water Board telephone number [which was a wrong number]

When the time of the spills happening I called:
1) The Los Angeles County - an inspector came out and politely told me they have no jurisdiction, call HCD

2) HCD - an inspector came out and the repair was done and they have been requesting cleanup repeatedly on June 2, 2004, with minimal cleanup of a portion of the common area, on July 21, 2004, with minimal cleanup of the same common areas, and on July 16, 2004, with no further cleanup.

3) The City (Los Angeles) and they told me "The City of Los Angeles does not have jurisdiction over code enforcement issues at Mobilehome. parks." They suggested I call the State Office of the Mobilehome. Ombudsman or Senator Keith Richman's office. The Ombudsman office has not enforcement power. They can only request the owner to do the cleanup. Senator Richman's office merely called the HUD inspector.

4) Los Angeles County Supervisor Antonovich's contacted County Health and they said to call when we had a new spill and gave me the number of the inspector who had told me to go to HCD.

And now you tell me that we have to wait until August 1. 2004.
May, June, July and now August.

So it seems everyone says HCD has the jurisdiction.

Did you have enforcement power?

The first activity report Dated June 2. 2004 that states" *Conducted a complaint re-inspection in order to determine if violations listed had be corrected (regarding cleanup)" "Inspection revealed clean up has not been completed. Areas that need address Space #75,#76,#77, stairs that lead to rear half of Park and Street on rear half of park. All these listed above have sewage spill which is in violation of Title 25 California Code of Regulations sect 1604, sect 1680, 1696. You shall by a professional cleanup agent provide clean up and report regarding rthe status of the clean of areas listed above."*

I am asking for legal action taken to correct these violations since is obvious that requests fall on deaf ears.

The lack of immediate concern on the owners to a health hazard show callous indifference of a slum landlord. The fact is the owner does feel he do not have to comply with California Health and Safety Codes nor HCD Inspectors. That is obvious from the fact the owners have not met their prior requests.

What can you do to enforce the Codes?

What do I have to do to trigger enforcement by HCD?

Thank you for your help.

Complaints and Solutions from residents of
Oakdale Mobile and R.V. Park
10799 Sherman Grove Ave
Sunland, CA 91040

Contact Katherine Harris for more information
818-951-0555

Owner – Alan Ye
Address unknown

Management Company –
Harry Lims real Estate Investment Company
Suite B
7711 Garvey Ave
Rosemead, CA
626-573-4200

Onsite Managers
Diane and Lester Coultas
818-353-1094
818-266-779

Manager and owner told residents that neither guests nor no visitor could park inside mobile park, put up signs stating towing would be done and by publishing it in a monthly newsletter. When informed of the legal requirement of guest parking, ignored requirement and continued to refuse and threaten resident about visitor's parking. The Conditional Use Permit by Los Angeles City states 1 visitor parking spot for each for 4 mobilehomes. We have 87 mobilehomes in the park, so we should had had 21 to 22 visitors' parking spots. He stated he would tow a visitor's car if it was parked in the driveway of the residents they were visiting. The manager started harassing by yelling at visitors as they drove to the resident's home and at residents about visitors and threatened to tow any visitor's car.

In one case a resident and roommate who always parked their second car on the street, parked the second car in their driveway and left four a four day weekend. The morning of the fourth day the manager called a tow to remove the second car. A neighbor told the tow driver that it was the resident's car, but the manager said tow it as he did not know whose car it was. The neighbor had to sit on the car to prevent the tow.

Another case the resident had two parking spaces. When her husband was out of town her son stayed over night, manager refused to allow the son to park in his father's parking spot. Harassment.

Residents finally called HCD and the city. The manager was ordered to removed signs, stopped towing and threatening to tow, and marked 20 visitor parking spots as the city and state laws require.

Owner's motivation – financial - with not guest parking, those parking spaces would be available to rent to as second parking spot. By threaten to towing and towing cars it intimidated resident's who were insisting that there was suppose to be guest parking.

Owner's consequence for not following the rules of the Use Permit – no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: education of mobile home owners to their rights, financial penalties for the owner more often.

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Resident had had two parking places for all the time prior to new ownership and managers. Resident had two automobiles, a sedan and a pickup, and used only his two assigned parking places. Resident placed a camper to the pickup bed. Resident continued to use only his two original parking spot. Manager changed the resident a parking fee for having the camper on his pickup. Manager is aware of Los Angeles Rent Stabilization. Manager yelled and very unprofessional several times. Resident had to go to the management company to stop the harassment and use of the original parking without increase rent.

Owner's motivation – financial – higher rent from Space with no added expense on owners part.

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment. If they gone along with demand, $300 dollars a year higher cost of rent.

Solution: financial or legal consequence to owner and manager when this type of fraud happens.

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Park sewer line plug up causing sewerage backed up into bathtub of mobilehome. Problem was with the mobile parks sewer system. Resident called repeatedly leaving messages at manager's home from 2 AM, knocked on the doors to the office but manager did not respond until ten AM when office hours start. By that time the resident's mobile was flooded with sewerage and under the mobile was flooded. Resident had to go to the management company and threaten to sue to get cleanup. Manager/owner was not going provide housing during the cleanup. Manager suggested the Resident move to their vacation home 3 hours away and resident drive to work from there during the cleanup. Manger was verbally abusive. Manager did partial cleanup up inside the mobile but not on the outside. When HCD inspected the outside clean up. the manager set up an appointment when the residents was not present and told the HCD the odor was from the resident's dog which satisfied HCD and they closed the file. Resident insisted on reopening the file and had more cleaning done. Resident was so disgusted they sold mobile and moved. So the rent when up 10%.

Owner's motivation – financial – Rent increased 10%.

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment to the point they move, cost of moving.

Solution: HCD following through to cause financial and legal consequence to owner and manager

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Lack of Maintenance and harassment leading resident moving.
Sewer backed up in bathtub Manager argued with resident and refused to call a plumber. Manager was verbally abusive. Resident called management company. Resident had a conference call with manager and management company and was promised immediate repair. Manger did not call plumber for hours after the conference call Sewer inside home for 72 hours.

****Law broken or ignored -- Title 25, Health and Safety code

Middle school age grandson came daily after school daily and sometimes stayed the evening or over night. Resident verbally told the rent would be raised to the numerous times the boy stayed.

****Law broken or ignored 798.73

Electric pole leading beside mobile was loose ground and tilting which allowed wire to drape across mobile awning. Resident/owner propped line away from house. Manager argued with resident about calling electrician to repair it and delayed repair several weeks.

****Law broken or ignored Title 25

Senior resident was ill, and had family members staying with her over night, senior was harassed about family's car parking it residents parking place.

Family insisted she sell home to live with her family. Manager told mobilehome must be removed form mobile park as part of sale, When resident's family intervened – stating park owner must move two other mobiles and remove a park constructed wall to prepare to move the mobilehome – the order to move upon sale was rescinded.

Owner's motivation – financial – if mobilehome was moved off site the owner could increase rent to highest rate in park.

Owner's consequence - no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: Financial and legal consequence to owner. Some way to hold owner responsible for actions of manager for using harassment as constructive eviction.

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Resident rented with occupancy of mobilehome listed as 2 people. One resident moved out. Third party moved in. Manager harassed original resident to raise rent $100 a month because of second resident. Original resident quote rent stabilization law that is was legal rent increase. Manager stopped asking for rent increase, but harassed by telephone in person about yard, dog, accusation of drug use and noise including sending buyers to mobile home (Home not for sale) repeated after telling owner they were to be evicted. ****Law broken or ignored L.A. Rent stabilization 798.71

Owner's motivation – financial – if homeowner moved rent could be raised 10%.

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: Financial and legal consequence as well as the rescinding of rent increase.

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Owner stated in open meeting to resident of park he was going to remove all the rent mobiles and replace them with resident owned mobiles.

Manger was slow or negligent with repairs.

Within a couple months:
Renter of mobilehome owned by park requested repair of shower. Shower floor leaked so bad it flooded mobile if shower used. Months when by with manager telling tenant different stories as why the shower was not being repaired including the shower base was on order. Same mobile became infested with rats – no action by manager – Manager denied that a rat problem existed.

After several months of waiting without shower working, the rat infestation was the last straw and tenant moved in with a friend and gave notice. Tenant came back a day later to remove her possessions to discover the manager had entered the mobile in her absent and propped the shower base in the bathroom and rifled though her boxes. She gave notice moved out totally. Manager had mobile towed out and place resident owned mobile. Rent rented to maximum amount.

This has had a chilling factor on other renters asking for repairs.

Currently:

One rented mobile has no heat.

Another rented mobile had to wait months to have hot water heater replaced. Renter afraid of eviction if they demand timely replaced.

Another rented mobile wished to put in a ramp over the three steps up into her mobile so her mother could visit, manager stopped the worker and refused to allow the ramp to be done. Other residents in park have been allowed to build similar ramps.

These are low income people or low income seniors.
Owner's motivation – financial –if rent moves – rent increase 10% or if mobile moved off site rent raised to highest in park.

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment. Problem finding low cost housing.

Solution: ????

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

Resident age in 70"
Resident/owner had house guest for short time – Manager immediately tried to increase rent $100 a month. Manager verbally threaten resident with eviction. Resident's son talked to manager. Harassment ceased.

Owner's motivation – financial – from illegal rent increase - $1200 a year.

Owner's consequence – no consequence.

Residents consequences – Increased rent $1200 a year - harassment and loss of quiet enjoyment.

Solution: Fines and other legal consequences as probation and notice to all residents the owners park of the illegal action and consequence so if they try it again the residents will feel they will have justice if they report this type of abuse.

Mobile Park Management Problems October 19, 2004
Oakdale Mobile and R.V. Park – 10799 Sherman Grove Ave
Sunland, CA 91040

15) Resident on disability

Resident added a roomer to living arrangement - Manager immediately tried to increase rent $100 a month. Manager verbally threaten resident with eviction. Resident refused and manager harassed by sending people to resident's mobile as potential buyers, frequent telephone calls with complaints (stated "the neighbors have complained") about loud conversations, loud music, and dog noise.
Owner's motivation – financial – from illegal rent increase - $1200 a year.

Owner's consequence – no consequence.

Residents consequences – Increased rent $1200 a year - harassment and loss of quiet enjoyment. Possible of harassment causing move – problem finding low cost housing.

Solution: Fines and other legal consequences as probation and notice to all residents the owners park of the illegal action and consequence so if they try it again the residents will feel they will have justice if they report this type of abuse.

Resident obtained a small motor bike. Manager told resident that they could not have the motor bike in the park because this is a senior park and seniors can not have motor bikes. Verbally threaten resident with eviction if he kept motor bike.

Owner's motivation – financial – harassment may lead to resident move – rent increase.

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: If resident know that the owner will face consequences if the owner use this type of abuse again the residents will feel they will have justice if they report this type of abuse.

Manager harassed resident by parking manager's personal R.V. behind resident's mobile within 9 inches end of the mobile. Resident unable to walk around mobile or do normal yard maintenance. Resident complained to manager, and complained to management company with no results. Prior to this owner and manager the area was included in the resident's space and used by the resident.

Resident complained to HCD. HCD told manager to move R.V. R.V. was removed from area, but returned it in a few weeks and parked in the same spot at end of mobile. When HCD was out another complaint, the resident asked why the R.V. was allow to be so close to her mobile. She was informed by HCD inspector a year ago, HCD had told the manager to move the R.V. following the first complaint and had not given approval to returning the R.V. to forbidden area. Manager waited a few weeks to deceive HCD and resident and just moved it back. R.V finally moved to a guest parking spot.

Insisted on resident scrubbing parking place with soap due to oil leak.

This a case of harassment of one tenant as a second resident (who does handyman work for the manager and is personal friend of manager) has several cars that leak a greater amount of oil and the that resident's parking areas had oil covering the entire parking spot.

Owner's motivation – unknown perhaps to encourage resident to move.

Owner's consequence – no consequence.

Residents consequences –- harassment and loss of quiet enjoyment.

Solution: Financial and legal penalties by HCD for repeated acts against the same resident.

Resident build a wooden shed several years ago before the current owner and managers. The manager pointed the shed out to the HCD inspector. The HCD inspector told resident to move the shed a greater distance from the mobile or replace the siding with metal. The Manager would not agree to replacing the siding and forced the shed to be torn down. At that point the manager told the resident they could not rebuild the shed with a metal shed but must change the parking spot of their automobile to be on the cement slab flooring of the former shed. Resident had to go to the management company to be able to stay in the parking spot they had had for years prior to this manager and to replace the shed.

Owner's motivation – resident is active in GSMOL

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: HCD deciding the issue instead giving the manager this type of power.

Manager has been reported to senior abuse several times. Tenants are afraid to follow though on report. Reported abuse is about harassment and threat to evict one resident, having their name on another aged resident's title.
Names of the Los Angeles County Social Workers – Mardrk Khuduty 818-260-1941, Rafael De Aguayo 818-260-2313, Do not have name of third social worker but resident would not pursue the incident after Managers visited him in the hospital.

The Senior Abuse social worker will not flow though if the senior will not talk about the issue. The senior is too intimidated with the fear of eviction and retaliation

Social workers more proactive. Park owners held responsible for acts of managers that financial abusive to elders.

Manager/owner raise rent $100 – with reason the resident had a companion living with him. Each month the "past due" $100 and a $50 late change was added to the rent statement. Companion had been living with resident prior to current owner/manager. Continued to bill for addition rent. Resident had to pursue though Los Angeles City Rent Stabilization. Los Angeles City Rent Stabilization ruled in resident's favor.

Since that time manager has insulted companion calling her a concubine in public and harassing her about her car. Someone called the police stating she had made a bomb threat and the mobile was search twice with nothing found. Her car was tow from the park. Her next door neighbor parks in the visitors parking continually, but when she parked in a visitor parking her car was towed with no notice. Dog died of poisoning.

Owner's motivation – financial and retaliation to a resident that is active in GSMOL

Owner's consequence – no consequence.

Residents consequences – harassment and loss of quiet enjoyment.

Solution: financial consequence to owner.

A pattern of behavior has become apparent concerning the sale if elderly residents home. The Manager tells the elderly selling mobile owner and their family that they must move the mobile out of the park if it is sold. The manager also tells the elderly that the manager has the right to inspect and determined if the mobile is up to the park standards to remain in the park.

Manager buys mobile at low cost and sells to third party within days at higher prices. Mobile is not moved out of park. Minimal repairs are done.

Solution: When resident put mobile up for sell the park owner and manager be required to notice in writing to the mobile owners, the mobile owners rights concerning sale, buyers approval by park and right to have inspection by HCD not manager.

Cutting down of trees by management cause residents to loss their shade which is natural air conditioning, and a quality of life issue.

If resident asks for tree trimming, the tree is removed. If a limb falls, the tree is removed. If the manager is upset because the resident calls the management company about the manager or an official agency about park, trees are cut down. Has a cooling effect on other residents.

Approximately a dozen trees have been removed in the past year in the park.

Solution: ????

Resident received 3 day notice starting eviction

Reason for eviction – resident that a bulletin board on mobilehome with information about GSMOL and Local happens in area.

Three day notice ordered bulletin board removed or resident come to manager to talk about placement of the bulletin board in a different location.

Residents meet with managers to discuss different placement the bulletin board.

Managers refused to talk about the bulletin board. They were yelling at the resident that GSMOL was illegal organization and they would not allow it in the park. At time both Managers were yelling at the same time.

After three unsuccessful attempts to change the subject to the placement of the bulletin board, the residents left the meeting.

As they left the manager yelled "you can leave I am not finished talking to you!"

Residents spoke to an attorney and on his advice request the 3 Day Notice rescinded from the Management Company as it was an illegal notice. Management company, Harry Lims agreed to rescinding notice. It took five telephone calls to the management and two months to obtain it.

Motivation – to intimate resident because they were members and active in GSMOL

Solution: Only the lord knows

Many other types of poor management skills:

Poor people skills
Shares personal information of residents with other residents who are his friends. Yells at residents. Frequently yells at residents publicly so that other residents are subject to the unpleasantness, accuses residents of stealing tools, locks of club house so residents are limited in use. Before this owner and manager the club house was unlocked from 9 to 9. Demands some tenants have dogs on a lease and let other tenants' (who are friendly to him) dogs run off lease. Allows heavy drinking in common areas by his friends

Good maintenance and watering of area around manager's residence – poor maintenance and watering in other areas of park. Examples – no watering so dry hillsides are fire hazard, no replacement of plants when they dry of lack of water, no timely replacement of lights in common area. When resident request replacement of lights they are told lights were replaced and residents stolen them. When shrubs and trees trimmed the trimmings are left on the ground for weeks. Club house not cleaned. Laundry room not cleaned. No cleaning around the trash containers. Walls need repairs, half painted wall and never finished it.

When complaints are made to management company, residents are told that only two residents have ever complained and he is going a good job.

BURR

SENATE SELECT COMMITTEE ON MOBILE & MANUFACTURED HOMES
Hearing on Issues Relating to Mobile Home Park Managers
October 19, 2004
Garden Grove, Ca.

Testimony of James R. Burr

Senator Dunn & Committee Members, good morning and thank you all for convening this hearing on the important issue of improving the quality and caliber of resident park managers.

My name is Jim Burr, and I am a resident of Westlake Village MHP in Visalia. I am a GSMOL member, and I chair the Westlake Village HOA, and I am Resident Chair of the Visalia Mobile Home Taskforce, and the Chairman of the Park Manager Improvement Coalition (PMIC). The Coalition was created as a direct result of this Committee's West Sacramento Conference in April 2004, when Sen. Dunn encouraged the use of the task force and coalition concept, and even defined them as a vehicle to resolve issues. You may remember we taunted John Tennyson in our oral comments, in an effort to encourage this hearing, and you graciously indicated you would schedule one. So we deeply appreciate your effort here today.

During the April Conference, we asked the question "In what ways can we work together to improve the quality and caliber of Park Managers", and the question received a rousing ovation. Several Northern California GSMOL members, managers and officers saw this as a mandate, formed the Coalition and established it's stated purpose to seek answers to this critical question. It now functions on an ad hoc basis without formal affiliation with either of the statewide mobile home owners' organizations.

First, we would like to place the matter of park managers in perspective with regard to the magnitude of the problem. There are huge disparities in the estimates of the number of under-managed parks. We note with interest the estimate from your office, and with all due respect Senator, we feel a 10 to 20 % number is very conservative. In the absence of regulation standards that would define managers, bad management is sometimes relegated to the eye of the beholder. It is subjective, and we realize residents may falsely accuse managers. Our estimates are made by the more enlightened resident leaders who have the judgment to exclude the frivolous complaints by unknowing residents. Depending on the region, we estimate under managed parks to range from 20%, on up to 50% in Visalia and 80% or higher in some Northern California areas.

The members of the Coalition are all experienced resident leaders in their regions, and have had many experiences with resident park managers. And we fully recognize that not all parks are under managed. We note with interest that the good managers are aware of under managed parks in their area and seem to be concerned about them. And when we asked them "in what ways can we work together to improve the quality and caliber of park managers" we receive similar answers from them, as follows:

- Most say the owners do not pay enough to attract quality managers, and "the owners just don't care". Once again it seems the temptation of the profit motive is felt by the "captive homeowner customer"

- By their answers, and our personal experiences, it is clear that the training provided by park owners is lacking. While they know where the emergency shut -off valves are, how to receive and process rent payments, how to notify residents of the park's rules violations and the eviction process, there are low expectations in the soft-science of dealing effectively with their resident customers. Skill sets that would include applied human relations, communication, and conflict resolution are not taught or encouraged.

This led us to conclude that, to the under-qualified manager, success is all about 3 things, (1) firm control, (2) enforcement and (3) threats & intimidation. They view residents as "trailer park tenants". While to the good managers it is all about 3 things, (1) relationships, (2) relationships and (3) relationships. They see residents as respected resident homeowners in a manufactured home community. This is a much needed element.

- We asked the quality managers if the park owners would cooperate in a team-up with resident associations or regional task forces to develop a standard of qualifications, perhaps a job description and at the same time we would educate the resident as to the true role of the manager, so the residents expectations would be compatible with the managers role. Again the answers were similar, "you will have to force them" to do it.

- We asked, do owners understand the benefits that accrue to them, not just the resident, by hiring good quality managers? Less employee turnover that is a huge hidden cost to any employer, and how about reduced resident turnover, and less liability exposure from unlawful acts by managers? Vacant spaces are filled by word-of-mouth when resident's morale is high – probably the most effective means of marketing the park and maximizing gross income comes from the morale of residents. The responses were they are "too short-sighted to see this", and the focus is on lowest possible cost at the expense of long term dividends and customer satisfaction.

A layman's definition of the Mobile Home Residency Law can be, "An attempt to mitigate the 'captive customer' threat that occurs when a mobilehome owner installs a home in someone else's space-for-rent park and relies on the park to provide the utility and right-of-way infrastructure, and do so for a profit". As you know, manufactured homes are, in reality, immobile due to the high moving costs to those with modest resources that seeks affordable housing and a peaceful living environment. Because of the huge disparity in the quality of managers, those in the under-managed parks are denied access to a level playing field in a competitive market. And this occurs in a society where laws & regulations exist at all levels of government to insure high levels of competition. This is to provide the consuming public with access to the highest possible value in goods and services.

So, our situation is quite unique. It is unique in the business sector at large and certainly within landlord-tenant relationships specifically. Speaking again as laymen, it seems to us that society provides regulations to fill this void where the spirit of competition can not serve the consumer. We submit that resident park managers are not subject to regulations sufficient to level the playing field. They are not required to have a background check or a bond - they don't even have to have a resume.

The last Senate Select Committee hearing on this subject was held in 1982. It resulted in little or no material relief to the problem. We observe that in the 22 intervening years of trial and error, and having considered other reasonable alternatives, the only remaining plausible remedy is to amend the applicable law to bring resident park managers into the regulated arena by providing state licensing standards, on a self-funded basis, to insure that the service all resident homeowner customers are now purchasing represent a commensurate value in the future.

On a positive note, we feel the benefits will accrue to the park owner as well as their resident customers, and we would like the opportunity to demonstrate this in more detail to the committee or it's representatives.

Johnson

October 19, 2004

Good morning Senator Dunn and Committee members. Thank you for hearing me.

My name is Diana Johnson, and I am Region Manager for GSMOL Region 1, Zone A, in the San Francisco Bay Area. I live in Harbor Village Mobile Park in Redwood City. I have lived in my park for 21 years.

In my job I see many examples of bad mobilehome park managers. Some have problems with drugs and alcohol. One stole automobiles and set up a chop-shop in one of the park's storage buildings.

Most managers do not have a working knowledge of the Mobilehome Residency Law and have never even heard of Title 25, so they do not know how to put them to use. I hear stories all the time about managers who think they are Hitler. They have a bit of power and residents are at their mercy.

There should be some kind of background check done on people before they are hired, with fingerprints taken. The park does background checks on residents, why not on managers?

About ten years ago, a FAMILY park in the Bay Area had a

manager who was a child molester. He had children coming to his home after school. One of the parents got suspicious and called the police. The parents were informed that this man had a record as a CHILD MOLESTER.

Some of us have invested our life's savings in our homes in these parks. We can't get away. We are stuck where we are. We want to license managers and upgrade the quality of the people who manage our parks. Hairdressers and barbers, people who own businesses, manicurists..... they do not have any say in my life, but THEY are required to have a license They must study and pass exams to get a license. People who sell houses must have licenses. But people who have control over the parks where we LIVE do not have to be licensed!

Here is an ad in GSMOL's paper, the Californian, for an Assistant Manager: "Want to live in a nice park with free rent space? Call Rod at - - - - " How will "Rod" check out the applicants?

Here is another ad, right underneath that one: "Maintenance Manager Needed for 55+ park. Must live on site and have clean driving record". Does anybody care if he has a criminal

record? He might become the next manager for that park if he does a good job as maintenance manager!

We ask you to put yourselves in our place and make sure that what you hear here today does not stop here today.

Thank you.

Copy Hostetter

from the desk of Elaine Hostetter
Oct. 16,2004

TESTIMONY - OCTOBER 19, 2004
SENATE SELECT COMMITTEE, GARDEN GROVE

I am Elaine Hostetter, President of Sonoma County Mobilehome Owners Assoc., an all-volunteer Non-Profit in the SF Bay Area. I am a GSMOL member, a CMRAA member, and also secretary of our Park Management Improvement Coalition.

Our association represents 128 parks with 8,323 spaces, in Sonoma County. The phone line for our organization rings in my home office, so I get to see all sorts of problems within our member parks.

THE main problem - without question - expressed regarding issue after issue, is PARK MANAGERS. Park managers who tell residents, "I don't care. If you don't like it here, then MOVE." Park managers who do not know the MRL themselves, yet bully and intimidate the residents. Park managers who break all kinds of Mobilehome Residency Law without any fear whatsoever of having to defend their actions in Courts of law. I would say that at least 90% of the fires we put out are caused by poor management.

The thought struck me as I was preparing for testimony today, that the VERY FACT that we are even having this hearing is evidence that the problem of bad park management still exists today. On my own desk, I have seen cases where management has caused elderly widows to lose their homes because neither management nor the residents knew the applicable law. I have seen cases where rents have been illegally raised for the same reason. Where parks have been illegally changed from Senior designation to All-Age, and then the children are prohibited from playing outside their homes. Where a park manager was forced by the park owner to lie to residents to serve his own purposes. Where a park manager runs around in residents' backyards with a flashlight at night. Where prospective tenants are deliberately given false information by managers, and where they are turned down for tenancy due to misinformation. In ADDITION to what I see on my own desk, I see from emails I receive, much the same things happening all over the State.

In recognition of this, our Coalition has done in-depth studies as to how we can overcome some of these problems. We went so far as to invite a WMA Education and Training Manager to address our group, hoping to find that a joint effort between WMA and the Coalition might prove to be fruitful. We have since been advised that WMA will strenuously oppose any efforts towards licensing of managers.

We studied the transcript of the 1982 Senate Select Committee hearing on licensing managers, to see if we could ascertain the reasons for failure of

that effort. We found that back in 1982, WMA was able to convince the very first Senate Select Committee that: 1) Management problems were minimal, and that 2) through their own efforts and training materials already in place, they would be able to effect a change that would overcome any and all problems. TWENTY-TWO YEARS HAVE NOW GONE BY - - - more than ample time to accomplish this mission - - - and instead of well-trained, educated management, we find we have even MORE bad management than in 1982. Since WMA failed in their charge, we would like to continue - - with your support - - -our journey towards licensing managers. To at least have a uniform criteria for the job description. In other words, we feel it is the homeowner's turn now!

WHY does WMA oppose licensing? Only two reasons come to mind: 1) Their member parks will have to offer good wages to licensed managers. No more offering free rent to the maintenance man if he will assume the position. Management will become a CAREER position.

2) They know that licensed managers can be held liable for their actions in Courts of Law and that they (the owners) must be vigilant and mindful of residents' rights in order to avoid court actions against them. They will bear equal responsibility with the managers.

We feel EDUCATION is a good tool; however, education is not enough. We would like to see the requirements for management to be strict enough to weed out some of the mentally-deficient types which we are often seeing. We know for a fact that it will weed out criminals such as sex-offenders and felons.

As homeowner residents, we have the right to expect that our so-called "GOLDEN YEARS" can be spent NOT as under the rule of Hitler, but instead in quiet peace and enjoyment without the constant need for confrontations with managers who have unfettered control over our lives. Park owners LIKE that control. Must we continue to allow WMA to continue with this for ANOTHER twenty-two years? Most of us here today won't live that long!

I am a passionate advocate for the rights of homeowners. We need to FORTIFY those rights by insisting that park owners hire managers who are qualified in all ways to "manage" what is left of our lives as <u>captives</u> in their parks!

Thank you!

Elaine Hostetter

From: "Elaine Hostetter" <sonomasaga@sbcglobal.net>
To: <sonomasaga@sbcglobal.net>
Sent: Saturday, October 16, 2004 7:17 PM
Subject: References to "Bad Park Management"

A few examples

Waterhouse Mgmt. Corp. (WMA member)

Buys senior parks, changes them to "all-age" parks without proper notification to residents. Does not provide playground equipment for children. Management will not allow children to play on park-maintained common areas, nor in the streets. (Coddingtown Estates, Santa Rosa; Little Woods MHP, Petaluma)

Seven Flags of Sonoma, Sonoma, CA

Allows a park maintenance person to have access to residents' files in the office. Repeats private information to this person, who repeats it to other residents.

*** In the past, has increased rents to park maximums, to tenants who have replaced old homes with new ones. This in opposition to codes found in County Rent Stabilization Ordinance.**

*** In the past, failed to give prospective buyers a Rental Option Notice in direct opposition to County District Attorney Ordinance.**

*** In the first instance, the park manager has been told this is illegal by the County. In the second instance, the County D.A. sought and secured a judgment against the park in April, 2003. Judgment still not fully implemented. Rent rollbacks have been given, but not to all concerned. Amounts are questionable.**

MOUNTAIN VIEW MHP, Santa Rosa, CA

Manager has been known to enter residents' backyards at night with a flashlight. At direction of park owner, has intimidated residents to sign long-term leases.

SIERRA MHP, Cotati, CA (owned by Gene Cashman, the person who was responsible for the recent decision by the 9th Circuit Court of Appeals which struck down the Cotati Rental Ordinance)

*** Park manager, under direction of park owner, told lies about many issues to many resident applicants and residents themselves.**

One owner, relying upon manager's oral assertation that rent would be $550.00 a month, ordered a new home for a newly-created space. After the house was ordered, she was told the rent would be $650.00. After home was placed on lot, she was informed rent would be $750.00. Although resident requested a month-to-month agreement, she was falsely told by manager that she "had no choice" on the contract, and that she had to be on a 5-year lease.

*** This park manager has since been fired, and is cooperatively working with our Paralegals in establishing law violations made at the direction of Cashman.**

VALLEY VILLAGE, Rohnert Park, CA

Has told potential residents they "must sign long-term leases" because "everybody is on them" despite City Ordinance and MRL to the contrary.

It is common to hear from many park residents (in different parks) that they have been told they must remove their old homes from the parks upon sale. Many seniors, believing this statement, have sold their homes to park managers who have little "side" businesses, for far less than market values.

Elaine Hostetter
Sonoma County Mobilehome Owners Assoc.
PO Box 1732
Sonoma, CA 95476
(707) 935-0700
sonomasaga@sbcglobal.net

DONNA MATTHEWS
10961 DESERT LAWN DR. #109
CALIMESA, CA 92320
909 795-4557

Senator Joseph Dunn, Chairman
Senate Select Committee on
Mobile & Manufactured Homes
1020 N, Street, Room 520
Sacramento, CA 95814

Dear Senator Dunn:

Thank you for holding another hearing and listening and understanding mobilehome owner's problems and willing to try to find a solution, so few people in authority do understand or even care to help.

Due to the time limits at the hearing I did not have a chance to complete my testimony, and you stated to send a copy and it would become part of the record. So this is it.

I stated the California Supreme Court has ruled the Park Owner is responsible for what goes on in his park. Senior abuse is a criminal offense not a civil offence, and can be prosecuted. There was certainly testimony showing that emotional and physical abuse of seniors has been going on in parks. I do not believe a law requiring the licensing, certification or training of park managers would change the managers treatment of mobilehome residents. As Senator Craven stated you do not change human nature, and I believe it would be costly and a nuance for Park Owners, and next to impossible to have passed in the Legislature without watering down, and then be ineffective.

Senior mobilehome residents need something done NOW, to stop abuse, and I believe the only way is for the park managers to be made accountable for their actions and the only way, I feel, is by an evaluation of their performance by the park residents. The Health & Safety Code requires the parks be inspected regularly, park pools must be inspected regularly, why not have a questionnaire filled out each year by park residents rating the managers performance, at time of the Park' Permit To Operate renewal date? If the answers on the questionnaire did indicate abuse such as retaliation, harassment, discrimination, or elder emotional or psychological abuse this would constitute grounds for legal action if not corrected, for which the park owner could be held responsible. I believe any Park Owner would want to know this was going on in his park so he could correct it before it would become cause for litigation. If managers knew their actions were going to be rated by the residents, I believe the situation would be corrected.

I am working very hard to have some help in these parks where there is abuse by park managers, whether it be some financial aid or pressure on city, county or state attorneys to see the laws of elder abuse is enforced. If I am successful Park Owners will be held responsible.

Sincerely,

Donna Matthews

Donna Matthews
GSMOL Assistant Manager, Region Nine

MANAGEMENT SURVEY

Park: _____

Manager: _____

Rated: Poor [ ] Fair [ ] Average [ ] Excellent [ ]

Attitude: Rude [ ] Fine [ ] Courteous [ ]

Did you experience any of the following? If so, please explain.

Harassment, retaliation, discriminatory treatment, rudeness, foul language, threats, False statements, no answer to complaints, no enforcement of park rules and Regulations, other.

Name_____ **Space** _____

The Sun

Thursday, August 26, 2004

Retiree champions residents' issues at mobile home park

ERIC REED/ Staff photographer

Royal Coach Mobile Home Park resident Fred Workman expresses his concerns about the relationship between the residents and management.

By SELICIA KENNEDY-ROSS
Staff Writer

CHERRY VALLEY — Fred Workman was looking forward to the quiet life of a retiree when he moved to Royal Coach Mobile Home Park four years ago.

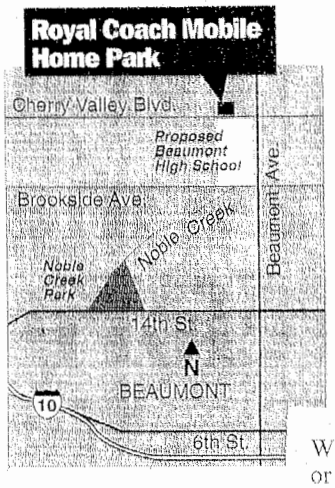
For a while he had it. Then Gary Swagger, the park's gun-toting manager, came into town.

What followed was more like a showdown at the OK Corral than a landlord-tenant dispute.

Residents, fearful of being evicted, watched helplessly as their clubhouse socials, guest parking and patio plants were outlawed. Citation notices flew. Then eviction notices.

In the end, the 57-year-old retiree became the reluctant hero of more than 150 Royal Coach residents.

Workman, who successfully fought an



Park

Continued from A1

eviction in court, is more the exception than the rule, senior advocates say. Most elderly mobile home residents feel at the mercy of park management and the threat of eviction ensures their silence.

"In a place like this, just a few people will stand up," said Ken Foster, a longtime Royal Coach resident. "And that he was willing to do it — yes, he's a hero."

Tensions often rise when new management takes over, said Steve Gullage, president of Golden State Manufactured Home Owners League. Should the new manager not be trained in how to deal with elderly people, he or she may not communicate effectively with them, he said.

Such was the situation at Royal Coach, which residents say was once a wonderful place to live.

But a year ago, things began to change as Swagger made it known there was a new sheriff in town.

Swagger and his wife were volunteer actors in the historical Western re-enactments in Oak Glen, portraying Wyatt Earp and Annie Oakley.

And Workman said Swagger had a habit of wearing his Western costume in the park, com-

"It started out (with) small things," Workman said.

Suddenly halted were the monthly social dinners held by residents because clubhouse use was limited. Management demanded Social Security information and copies of driver's licenses of all residents, including those who lived there for years.

Then visitor and overnight parking inside the complex disappeared and guests were forced to park outside on busy Cherry Valley Boulevard.

Swagger said none of the rules were changed — they were simply being enforced for the first time.

Management sent warning notices to those who didn't comply. But even more disturbing than the warnings was the manner in which the new park managers entered.

"When they first got here they would walk around in their get-ups and they'd have their guns strapped on," Workman said. "For some of these 80- (and) 90-year-old people, they looked like real guns."

The elderly residents felt intimidated and confused by the new manager and his attire, Workman said. Many residents also weren't introduced to the new managers until three months later, the residents said.

Swagger, who also lives in the park, denies intimidating anyone and said he has never approached a tenant while wearing

Swagger, who also lives in the park, denies intimidating anyone and said he has never approached a tenant while wearing his firearms.

"I don't wear my costume or my props in the park," Swagger said. "The only time I'd be dressed up is if I was on my way to Oak Glen and walked up to the office to check messages, or if I'd get called down on an emergency."

But the residents tell a different tale and say the tension is thick.

"Every time we turn around there's always something else they're taking away," said Foster, who has lived in the park for more than 13 years. "They even gave our furniture — furniture that was donated to our clubhouse — away and didn't replace it or give us any money back."

Foster, who owns two homes in the park, said he is not afraid of being evicted because he feels, as a homeowner, he can legally fight an eviction.

But the renters are afraid, he said.

Concerned about his neighbors, Workman began to document their complaints. And the residents began to circle the wagons.

"I always told the residents go to the management first. On a few complaints I went myself," he said. "I was trying to get an-

Swagger, however, said Workman never approached him or the property management company about any of the complaints.

"A lot of the residents don't always clean up their yards," Swagger said. "It's their responsibility to maintain their lots but they pile batteries and tires on the property and then we have to cite them."

A citation is not attached to a fine and is simply a notice that a violation must be corrected, he said.

"Some of them have about a dozen and we haven't evicted anyone," Swagger said. "All we're doing is asking for compliance with our established rules and regulations. It is not our intention to evict people."

But Workman received an eviction notice in June. He said he doesn't know why the notice was sent since he has never been late on his rent.

Workman challenged the eviction in Riverside County Civil Court, enlisting the help of the Riverside-based Inland Counties Legal Services. More than 30 of the park residents showed up in court to testify on his behalf.

Workman and park owner Eric Anderson settled the dispute Aug 3. Workman will be allowed to stay in his home. Representatives from J & H Brokerage and Property Management, which employs Swagger, could not be reached for comment.

"I see the Royal Coach problem as a breakdown in communication," said Darrell Moore, the attorney who represented Workman. "These people were afraid and intimidated, and that's not an acceptable way of life, especially at an advanced age."

Moore and Workman will meet with the owner about their concerns next month.

Contact writer Selicia Kennedy-Ross at (909) 792-5628 or via e-mail at selicia.kennedy-

8/26/04

Mobile home residents face mounting obstacles

By SELICIA KENNEDY-ROSS
Staff Writer

Mobile homes were once the refuge for retirees locked out of affordable housing. But for many seniors, the price has become too high.

Senior advocates warn that rising fees, scammers and landlord-tenant disputes can add unforeseen, and expensive, hurdles to otherwise easy living.

The majority of mobile home residents cannot afford to live anywhere else, said Darrell Moore, managing attorney for the Riverside-based Inland Counties Legal Services.

Mobile home parks are subject to city or county ordinances that regulate building maintenance, such as upkeep of skirting around the base of the home.

Such repairs can be a costly burden to people on a fixed income and this often leads to tension between residents and park owners, Moore said.

Mobile home residents also are often victims of con artists trying to sell costly "improvements" in roofing or foundations on the premise that they say are in violation of new codes, said Lu Molberg, director of the Riverside County Office on Aging.

Changes in management can lead to sudden changes in park rules, limits on use of amenities like a clubhouse, or loss of parking space.

But any loss of amenities should be accompanied by a reduction in rent and residents must be notified of rule changes during public meetings, said Steve Gullage, president of Golden State Manufactured Home Owners League.

As fees continue to rise, older people on fixed incomes living in mobile homes are losing out nationwide, Molberg said.

"Many low-income seniors are having trouble finding affordable and accessible housing in Riverside County," Molberg said. "Affordable housing today means something totally different than it did 20 years ago. We've heard of residents who are forced to leave and sometimes have to desert their investment."

Most are unaware that evictions can be legally challenged as can "unreasonable" rule changes, senior advocates said.

"That's about the only recourse homeowners have," Gullage said. "And park owners know that the homeowners don't usually have the financial recourse for that — unless they form a class-action lawsuit."

Another problem is the lack of clear standards which must be met by mobile home park owners and managers, said Gary Passmore, executive assistant to the president of the Congress of California Seniors.

"Right now there are none," Passmore said. "We believe park managers need to have a certain amount of training and responsibility to work this particular population (seniors)."

Contact writer Selicia Kennedy-Ross at (909) 792-5628 or via e-mail at selicia.kennedy-@sbsun.com.

FOR MORE INFORMATION

Log on to the California Department of Fair Employment and Housing at www.dfeh.ca.gov or contact the Golden State Manufactured Home Owners League at (714) 826-4071.

Stein

CMRAA

CALIFORNIA MOBILEHOME RESOURCE AND ACTION ASSOCIATION
3381 STEVENS CREEK BLVD. SUIT 210 SAN JOSE, CA 95117

TO: Hon. Senator Joe Dunn, Chairman
Senate Select Committee on Mobile and Manufactured Homes

RE: October 19, 2004 Hearing- Mobilehome Park Managers

FROM: Dave Hennessy, President
Bruce E. Stanton, Corporate Counsel

Problems with park managers have always been near the top of every mobilehome resident's "Complaint list". CMRAA has heard of and dealt with many situations over the years involving park management conduct. We are pleased to have the opportunity to (1) identify those problems, and (2) make constructive suggestions for dealing with them.

1. Management Problems

Resident- Management problems can be summarized into the following categories:

A. Unqualified Managers

Many parks choose and hire management personnel with no adequate training. Suddenly, one of the residents or someone chosen from the outside is put in charge of several hundred home sites. They are immediately "in over their head", and are ill equipped to deal with lot maintenance, resident relations, rent payments, and rule enforcement. Many managers are simply spread too thin. Others have no business being there in the first place.

The core of the problem is that managers are not properly trained. They do not know the Mobilehome Residency Law, yet they are supposed to enforce it. They do not know how to deal with people, yet they are required to do so all day long. And many times they do not know how billing is calculated or how billing issues should be handled.

B. No Managers

Many large parks do not have any on-site managers as required by Health & Safety Code Section 18603. Due to some constant turnover, some parks have no managers for several months while a replacement is being found. (Two large San Jose

parks owned by MHC, Inc. have had this occur within the last year.) Other parks seem to be permanently without an on-site manager.

C. Violations of Law By Managers

As the hired agent of the park owner, many managers are made to become the instruments by which the park owner can violate or side step the laws. Since the MRL does not specifically mention on-site managers as being a part of "management", many seem to believe that they can do anything or say anything with impunity, since they may not be personally liable. The result is a manager who laughs at the MRL and does as he or she pleases.

Management can be used as a tool for violating specific MRL rights, such as the right of assembly guaranteed by Article 5. Recently, a Southern California park had invited a CMRAA officer to speak to the residents about the benefits of CMRAA and starting a local CMRAA chapter in the park. The managers appeared at the meeting and insisted upon sitting in the front row, with the obvious intent of intimidating the residents. When the residents politely asked the managers to leave, they refused, and the following scene erupted:

> **The manager and her husband began coercing the guest speaker. She was extremely angry though completely upstaged by her husband who verbally went out of control. Using his cane to intimidate our visitor, he yelled, screamed, and generally threw a fit within inches of our guest's face. He finally ended this outrageous conduct by calling her a "bitch". Much to the relief of those attending, he left. Some 30 residents were witnesses to this erratic, irrational behavior.**
>
> **Unfortunately, he and the manager returned shortly after leaving the area and belligerently came into the meeting, once again disrupting and intimidating the residents. At this point, Ginger Jordan, our guest speaker from CMRAA, announced to the group that she was going to call the police to have the law enforced. Much to everyone's relief the police arrived, questioned the visitor and the manager, reviewed the law, and assured the residents that the management would not re-enter the room.**

2. CMRAA's Solutions to Management Problems

A. Unqualified Managers

There has long been talk of requiring on-site management to have proper training before they can manage a park. It is high time that this was implemented. Managers should be required to display a certificate showing that they have successfully

passed a training course. The course should include a primer on title, basic construction, utility meters, Title 25, and the MRL, as well as communication skills. CMRAA would envision a 1-2 day course which could be produced "on-line" by HCD. Any prospective manager would pay a fee to HCD, watch a pre-recorded CD-ROM or download a seminar from their computer, and then take an on-line test. This would have the effect of simultaneously:

- Training Managers;
- Providing additional revenue to HCD; and
- Requiring minimal HCD staff time to produce the video program, make it available and provide certificates.

B. No Managers

Then Health & Safety 18603 requirement that each park with more than 50 spaces needs to have an on-site manager should also be contained in the MRL as well, with the added requirement that the person(s) be licensed. Any willful violation by the owner would be subject to the 798.86 monetary penalty.

C. Violations of Law By Park Managers

798.2 should be amended to specifically describe on-site management, both as a different and to ensure potential liability for violating the law. 798.51 should be amended to provide that residents, at their election, can require managers to remove themselves from any meeting.

Overall, CMRAA would be happy to participate in a voluntary industry-wide conference about these issues, which perhaps the Committee could sponsor. Park owners, off-site management, homeowners associations and residents groups could attend. It would be great to see our industry taking action itself, although CMRAA doubts that this would ever actually occur.

Thank you as always for the opportunity to address our concerns.

California Legislature

Senate Select Committee
on
Mobile and Manufactured Homes

Senator Joseph L. Dunn
Chairman

September 19, 2004

IDENTIFYING PROBLEM AREAS CREATED BY PARK OWNERS AND THEIR MANAGERS

A. Failure of Park Owners and Managers to Act in a Legal and Equitable Manner.

1. CARE discounts provided by utility companies are not always passed on to homeowners.

2. In violation of the MRL 798.53 the park owner is non responsive to specific problems reported numerous times in writing by the GSMOL Chapter. Chapter board is referred to the on site manager.

On site manager in turn says the problems in question are handled only at "corporate" level. On site manager further states in writing that she will recognize and deal only with another homeowner association in the park. That other association just happens to be a de facto agent of the park owner.

3. Failure to maintain safe conditions and failure to correct dangerous conditions in the park common areas and streets even after reported numerous times. Particular dangerous conditions have caused serious injuries to homeowners.

Sadly HCD aids and abets this attitude by saying that dangerous conditions installed of <u>recent origin</u> are exempt if the park dates back to 1961. Nevertheless, problems of recent origin <u>without serious danger involved</u> are often severely dealt with by HCD as against the homeowner.

I would like an opportunity to <u>explore this safety problem further</u>. I have been told many times by HCD that the purpose of HCD is to protect and promote the safety of homeowners. Where has this intent gone off track?

B. Intentional Discrimination by Park Owners and Managers.

1. Discrimination has been employed in the distribution of subsidies mandated out of a court settlement. Favor is given to persons who do not qualify under the terms of the settlement if the party provides special services for management.

   Other homeowners who do qualify are ignored if they do not happen to act as agents on behalf of the owner.

2. Trumped up evictions are carried out with aiding and abetting from such legislation as AB 2023. In this way homeowners are eliminated who hold leases which are financially disadvantageous to management and those who dare to join or become active in GSMOL.

3. Retaliatory rent increases continue to be imposed upon longterm homeowners who have refused to sign new leases where homeowners are being coerced into giving up their Constitutional rights.

4. Exorbitant guest charges have been placed in leases where the monthly rental rate would be more than doubled with the inclusion of one guest, two guests would more than triple. In some instances previously approved residents are summarily changed to the category of guest.

5. A pet which was specifically approved prior to closing of the sale and occupancy is then summarily ordered eliminated because the manger decides it is too large.

This is but a small sampling of the types of problems that need urgent attention. In one park young women were actually approached for sexual favors by the manager with threats of retaliation. I arranged for a woman police officer to come speak at a meeting and explain the legal rights of the homeowners and take reports.

I still have strong concerns about the dangerous conditions.

Sincerely,

Jean Stirling-Stevens, J.D.
GSMOL Region 5 Manager (Orange County)

GOOD MORNING

MY NAME IS MEL ROBINSON

I AM THE PRESIDENT AND CEO FOR

COUNTY MOBILE HOME POSITIVE ACTION

COMMITTEE, INC FOR SAN DIEGO COUNTY.

IT IS AN HONOR TO SPEAK TO YOU TODAY

REGARDING HOW POSSIBLY I CAN SHARE

SOME IDEAS REGARDING MOBILE HOME

MANAGEMENT STAFF AND POSITIVE ACTION

TO MAKE THEM BETTER EQUIPPED TO DO

THEIR JOB.

THERE IS SO MUCH TO COVER IN THE

ALLOTTED TIME, BUT I WILL TRY VERY HARD

TO SHARE WITH YOU WHAT I HAVE NOTICED IN

THE PAST COUPLE YEARS REGARDING THE

ISSUES

BETWEEN MOBILE HOME PARK RESIDENTS AND THEIR MANAGERS.

THE FOLLOWING ISSUES COME UP ON A DAILY

BASIS BETWEEN THE MANAGERS AND

RESIDENTS:

(1) LACK OF COMMUNICATION BETWEEN

RESIDENTS AND MANAGERS

(2) LACK OF AUTHORITY FOR MANAGER TO

MAKE DECISIONS

(3) NO ON-SITE MANAGER TO TALK ABOUT

ISSUES

(4) FEAR BY THE RESIDENT WHEN THEY

COMPLAIN ABOUT A PROBLEM IN THE PARK-THAT

MANAGEMENT WILL RETALIATE AGAINST THEM.

(5) <u>MANAGEMENT KNOWS THAT MOST</u>

<u>RESIDENTS DO NOT HAVE THE MONEY TO FIGHT</u>

<u>THEM IN COURT, SO THEY DO NOTHING TO</u>

<u>CORRECT THE PROBLEM IDENTIFIED BY THE</u>

<u>RESIDENT (S)</u>

WHEN A RESIDENT BREAKS A RULE OR LAW,

MANAGEMENT GIVES THE RESIDENT IN WRITING

WHAT WILL HAPPEN IF THEY DO NOT ABIDE BY

THE REQUEST. 3 DAY NOTICE, 15 DAY NOTICE ETC.

MANAGEMENT SHOULD ALSO HAVE TO BE

RESPONSIVE TO THE RESIDENTS REQUEST IN A

TIMELY MANNER.

(6) <u>THE (MOBILE HOME RESIDENCY LAW</u>) WAS

PASSED TO PROTECT THE RESIDENT BUT WHEN

THE RESIDENT DOES BRING UP A PROBLEM

REGARDING EITHER THEIR OWN RESIDENCE OR A

PARK PROBLEM MANAGEMENT IN MANY

INSTANCES WILL NOT ACT ON THEIR REQUEST

FOR ACTION

(7) <u>LACK OF KNOWLEDGE OF RESIDENT RIGHTS,</u>

LACK OF RESOURCES (ATTORNEY) AND MONEY

TO FIGHT THEIR ISSUES EVEN THOUGH COVERED

IN THE MOBILE HOME RESIDENCY LAW AND

TITLE 25, AND PARK RULES AND REGULATIONS.

(8) <u>LACK OF KNOWLEDGE BY THE</u>

<u>MANAGEMENT STAFF ON MRL ISSUES, AND TITLE</u>

25 REGULATIONS

(9) LACK OF UNDERSTANDING BY THE RESIDENT

REGARDING THE FOLLOWING DOCUMENTS:

MOBILE HOME RESIDENCY LAW, TITLE 25, RULES

AND PARK RULES AND REGULATIONS AND RENTAL AGREEMENTS.

(10) FAVORITISM BY MANAGEMENT TO HELP

CERTAIN RESIDENTS AND LET OTHERS STRUGGLE

WITH THEIR REQUESTS.

THESE ARE JUST A FEW OF THE HUNDREDS OF

ISSUES THAT COME ACROSS MY DESK DURING

THE PAST TWELVE MONTHS.

MY TOP FIVE CONSTRUCTIVE SUGGESTIONS

WOULD BE THE FOLLOWING:

1- <u>MANAGERS MUST BE CERTIFIED</u>

EXAMPLE: WMA HAS A TRAINING PROGRAM FOR MANAGERS.

I RESIDE IN A VEDDERS MOBILE HOME COMMUNITY IN LAKESIDE CALIFORNIA.

OUR MANAGERS IN OUR COMMUNITY ARE REQUIRED TO ATTEND REFRESHER TRAINING CLASSES EACH YEAR.

THE <u>TRAINING THAT IS GIVING COVERS</u> THE FOLLOWING:

SAFETY POLICIES AND PROCEDURES IN THE COMMUNITY.

TITLE 25 REGULATIONS

UPDATE OF THE MOBILE HOME RESIDENCY LAW (MRL)

RESIDENT SERVICES

TREES, NEIGHBORS, CONDITIONS OF HOME

SITES, RESIDENT HEALTH AND SAFETY

VIOLATIONS, PETS, GUESTS, RULE ENFORCEMENT,

APPLICANT PROCEDURES, NEW HOME

INSTALLATIONS, AND LOT LINES.

IT ALSO COVERS COMMUNICATION SKILLS. 60 CREDITS REQUIRED, 10 SESSION, 3 SESSIONS PER YEAR.

JUST TO MENTION A FEW ITEMS IN THE

CURRICULUM.

I AM PROUD TO LIVE IN A VEDDERS

COMMUNITY AND TO HAVE MANAGERS THAT

KNOW THAT IT TAKES MORE THAN A PAY CHECK

TO HAVE A WELL RUN MOBILE HOME

COMMUNITY.

2- <u>ESTABLISH A MOBILE HOME MANAGER REVIEW BOARD WITHIN THE COMMUNITY THAT REPORTS</u>

TO THE STATE. HAVE AN ANNUAL REPORT CARD

WHICH WILL REVIEW ALL MANAGERS

PERFORMANCE. (THE E-MAIL I RECEIVED

REGARDING THIS HEARING SAID THAT THERE ARE

10-20% OF THE 5,000+ PARKS IN CALIFORNIA HAVE

PROBLEMS WITH MANAGEMENT. BY HAVING A

REVIEW BOARD FOR MANAGEMENT WOULD

REDUCE OR HOPEFULLY TAKE CARE OF THOSE 10-

20%. (HAVE A COMPLAINT FORM AND A HEARING)

WE HAVE THE OMBUDSMAN PROGRAM THAT

RECEIVES CALLS AND THE RESIDENT IS

REQUIRED TO FILL OUT A COMPLAINT FORM AND

THIS COMPLAINT IS REVIEWED FOR ACTION.

WEIGHTS AND MEASURES HAS THE SAME

PROCESS. COMPLAINT FORM, CONTACT OF

RESIDENT, ON-SITE INSPECTION AND/OR TESTING

OF METER AND FOLLOW UP REPORT TO

MANAGEMENT AND RESIDENT FOR ACTION.

3- BACK GROUND CHECK OF THE PROSPECTIVE

MANAGERS AND/OR ASSISTANT MANAGERS.

(PRIOR WORK HISTORY) POLICE REPORTS. ANY

PROBLEMS IN PREVIOUS WORK OR RELATED

JOBS.

4- <u>ESTABLISH A GROUP OF RETIRED INDIVIDUALS</u>

<u>(SIMILAR TO SCORE)</u> TO BE AVAILABLE TO THE

RESIDENTS TO REVIEW THE ISSUES BEFORE THEY

HAVE TO ASCERTAIN COSTLY LEGAL ADVICE.

5- <u>ESTABLISH A BLUE RIBBON COMMITTEE</u> MADE

UP OF HOME OWNER ASSOCIATION PRESIDENTS,

RESIDENTS, PRO-BONO ATTORNEYS WHO

SPECIALIZE IN MOBILE HOME RESIDENCY LAW TO

REVIEW THE ISSUES THAT ARE AFFECTING THE

RESIDENTS TO HELP RESOLVE THE LARGE

PROBLEM BETWEEN MANAGEMENT AND

RESIDENTS TODAY.

MY LAST THOUGHT:

IN SAN DIEGO COUNTY - I AM SADDENED TO SAY,

WE HAVE TWO FIRMS (YES- 2 FIRMS) THAT

SPECIALIZE IN MOBILE HOME RESIDENT LAW)

ONE THAT SPECIALIZES IN MILLION DOLLAR CASES AND THE OTHER THAT WORKS FOR LESS THAN------

WE HAVE APPROXIMATELY 375 MOBILE HOME

PARKS

PROBABLY OVER 36,000 HOME OWNERS

WE NEED HELP IN SAN DIEGO COUNTY.

THANK YOU VERY MUCH FOR YOUR TIME.

BERMUDA PALMS MOBILE ESTATES
HOMEOWNERS ASSOCIATION
80-870 HWY 111 SPACE 134
INDIO CA 92201

Senator Joe Dunn, Chairman
Senate Select Committee on Mobile and Manufactured Homes

October 19, 2004

BERMUDA PALMS MOBILE ESTATES HOMEOWNERS ASSOCIATION WRITTEN TESTIMONY

This statement is presented on behalf of the Bermuda Palms Mobile Estates Homeowners Association, (HOA) a California Mutual Benefit Corporation #2050759. HOA was formed and incorporated for the purpose of providing liaison between the membership and park owners and management in matters of mutual interest and concern. Bermuda Palms Mobile Estates is located at 80-870 Hwy 111 Indio, CA 92201 and it is a senior citizen (55+)Park consisting of 185 spaces.

In the past twelve months, ownership of the Park has changed three times, passing from a Real Estate Investment Trust (REIT) to a private corporation to another REIT. The Park is currently owned by Affordable Residential Communities (ARC) at 600 Grant Street Suite 900, Denver CO 80203.

This rapid change of ownership has caused a great deal of anxiety among the senior residents of our park who have lived in the Park for most of their retired years, are on limited incomes and don't know what to expect from the REIT in regards to increased rents, challenging the City of Indio Rent Control Ordinance, changing the existing Rules and Regulations and so on. They wonder if there is even the possibility of losing senior status of the Park. This anxiety results in loss of health for our seniors.

Since February 2004 (a partial list) the following has taken place at Bermuda Palms:

1. We would be given a 13 month lease to sign. This was related to us, not in writing but via a phone call to the Board President. This of course would take us out from under Rent Control, so we vigorously opposed this and so far it has not been presented to us.

2. The Residents of Bermuda Palms have not had a resident manager since 2001, but have been "managed" by a manager from another Park who was here 3 hours a day, Monday through Friday. Though the Residents of our Park presented a petition for a full time resident manager, which petition was signed by residents from 170 spaces, and which full time resident manager was promised by ARC, we currently have a young day manager, on site from 8-5, with a resident "maintenance/emergency" person available for emergencies after hours only. The phone numbers we are given to call in an emergency ask us to "leave a message".

3. Though our current Rules and Regulations allow for subleasing of our homes, we have been told, again not in writing but orally, we will no longer be able to sublease our homes, our own property.

4. Though the current Rental Agreement of residents who have been here for a number of years states that 5 days late on payment of rent will result in a $20.00 charge, a $35.00 charge is assessed instead. Furthermore, ARC does not get invoices to the residents before the 28th or 29th of the month, occasionally on the first of the

month. Non fulltime residents are required to call the office monthly for the amount of their statement; these residents receive their actual invoice on the 4th or 5th of the month; many have been assessed a late fee of $35.00.

SUGGESTIONS

1. Eliminate the loop holes in the Health & Safety Code pertaining to resident manager in parks of 50 or more spaces (ours has 185) and require there be a full time resident manager on site. Assess a financial penalty if this is not complied with.

2. Provide us with a viable local agency we can turn to when we have problems regarding violations of the MRL, which agency is responsive and actively works with the residents to resolve problems. Our experience with Indio Code Enforcement is they work with the owners but the residents hear nothing from them though it was the residents who bought violations to their attention.

3. Vigorously enforce the current laws that are in place through the MRL by putting meaningful financial penalties in place that will keep the park owners from ignoring the laws which provide security and fairness to homeowners. If the State is going to create these laws, it must be prepared to enforce them. Otherwise the laws become a sham and those that are expected to be protected are exposed to the whims of the entrepreneurs.

4. Withdraw tax benefits from the REIT who use the funds they save by not having to pay taxes to challenge Rent Control Ordinances of cities throughout our State.

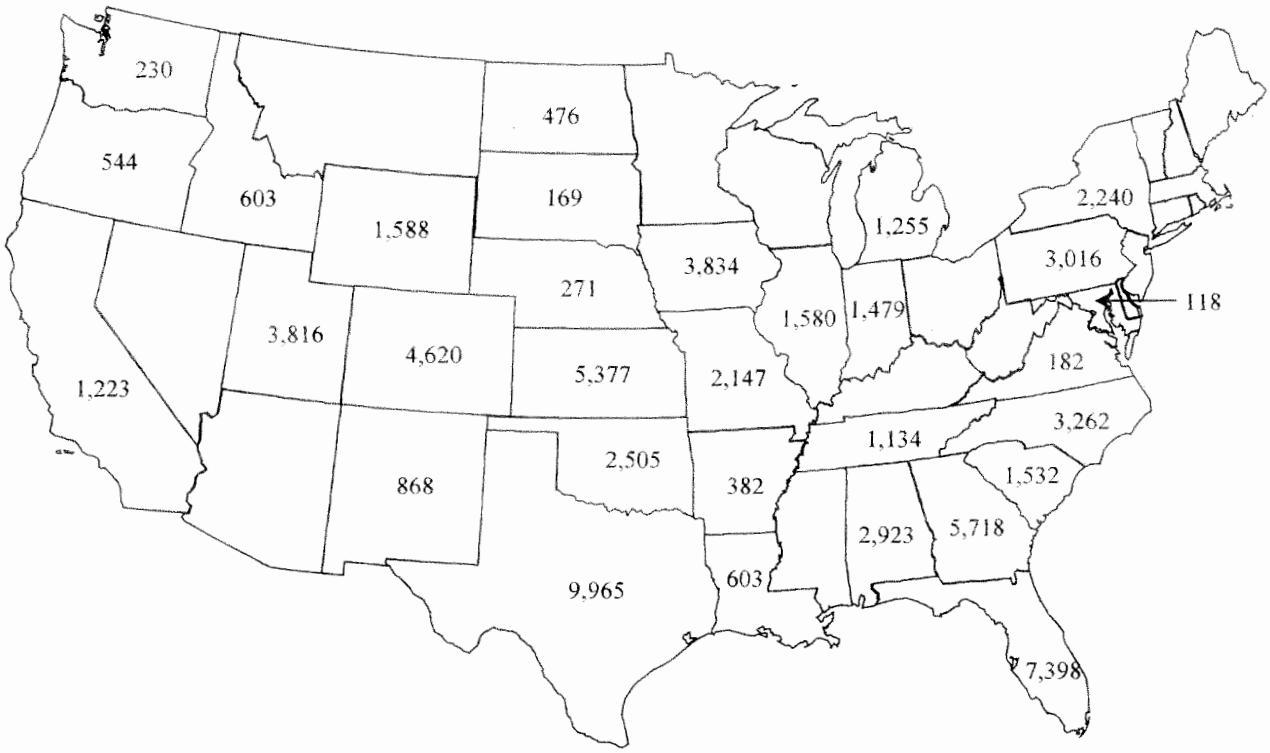
SUMMARY

We have attached to this Testimony a copy of a map of the United states taken off the internet, which shows the extent of ARC's holdings in the US. Looking at this map makes us wonder if ARC has not overextended themselves, and as a REIT responsible for shareholder payments, interest payments on their properties etc., they have to circumvent the laws to meet their obligations at our expense. We hardly think this fair.

The senior residents of Bermuda Palms Mobile Estates are vulnerable to the owners of our Park as we have an investment in our homes but not the ownership of the land beneath. Most mobile home owners do not have the financial means to deal with unexpected change and upset, especially seniors and those with limited income. We appreciate the laws the State has put in place to protect us but we ask the State don't stop there but follow through by giving us agencies to insure the laws will be enforced. The cancer of turning out heads the other way and not acknowledging these problems and allowing these large corporations to continue on their path, fueled by corporate greed, will bring the downfall of our nation unless it is stopped. We strongly ask the to State step up to the plate and do their job.

Respectfully submitted,
Homeowners Association Board of Directors Bermuda Palms Mobile Estates

Roseann Martin, President; John Fox, Vice President; Gladys Stuewe, Secretary; Glenn Brown Treasurer; Pat Emery, Directors; Iris Kramer, Director



Homesites owned as of June 30, 2004

BEST PARK MANAGEMENT RULES & REGULATIONS

Submitted by Best Tenant's Cooperative

Note particularly questionable and arbitrary rules re:

Guests: a long-term guest who is not health provider but may be sharing living expenses pursuant to law - Civil Code Sec. 798.34(b) - is still subject to a $25 per month fee;

Improvements: rules require any unspecified homeowner work, improvements, or alterations to the home to be done by a licensed contractor;

Resident & Guest Conduct: rules prohibit homeowners from having a birthday party or other type of party without the prior written approval of management…interpreted to mean in their homes as well as common areas;

Automobiles: no company cars allowed in the park and any resident cars not moved in three days are subject to being towed; residents may not idle a car more than 1 minute.

Children: not allowed to play on any property in the park except their own. Children are not allowed to ride bicycles anywhere in the park but if they do bicycles must be licensed and children must have helmets. No one is allowed to ride a bicycle when the street lights are on.

RULES AND REGULATIONS

FOR

BEST TRAILER PARK
5602 LONG BEACH BLVD.
LONG BEACH, CA. 90805
no phone number posted

EFFECTIVE JAN. 1 2004

EACH RESIDENT BY SIGNING THE RENTAL AGREEMENT AND/OR THIS AGREEMENT, AGREES TO EACH AND ALL OF THE RULES AND REGULATIONS.

RENTS, LATE FEES, RETURNED CHECK FEES

1. Rents are due and payable on the first (1st) day of each month covering that month and payable in advance. **A LATE FEE OF $5.00 PER DAY will be imposed for all charges that are not paid by the Fifth (5th) of the month. CHECKS AND MONEY ORDERS, will be accepted as payment of rent. NO CASH.**
RETURNED CHECKS: A $ 30.00 fee will be charged for any check returned by the bank, in addition TO A $ 5.00 PER DAY LATE FEE UNTIL PAYMENT IS MADE GOOD.

initial_____

SITE USAGE AND MAINTENANCE

2. Residents shall maintain their lots in a neat and orderly fashion, and care for their landscaping. This includes, but is not limited to: Mowing, raking, sweeping, watering, of property. Residents shall not sweep any trimings or leaves onto the roadway. Residents are required to pick-up and bag trimmings, leaves and/or debris from their lots. **FAILURE to properly maintain lot will result in the management having the work done. Resident will be charged the appropriate charges pursuant to the State Law.**

A. Your space is for residential purposes only. No commercial enterprise, including day care or baby-sitting businesses, is permitted on your space. No peddling or solicitation is permitted at any time. No commercial auctions or garage sales are allowed in the Park.

OCCUPANCY

3. The maximum number of persons allowed in any mobile home in this park will be: 5
1 bedroom---3 persons
2 bedrooms--5 persons

All occupants must be registered with the office/ park management.

RESIDENTS

4. All mobile homes in this park are owner occupied. **NO SUBLETTING OF ANY MOBILE HOME IN THIS PARK.** Resident must be the Registered owner of mobile home. Residents may not have anyone live in their mobile home if they plan on being away for any length of time, **unless written approval by manager is given.**

GUESTS--(ADULT) --FEES

5. Long term guests are permitted in special circumstances. For example, if resident is living alone and is determined to require a live in Health Care Provider (pursuant to a written plan by a physician ONLY), then a long term guest is permitted.
A. Approved long term guest(who are not health care providers) must register with the Park Management, and the

Resident must pay an additional **$ 25.00** per month in rent for the long term guest. No agreement between the Resident and the guest shall change the Agreement(s) that the Resident has with the Park. **NO GUEST SHALL HAVE THE RIGHTS OF TENANCY AND ALL GUESTS MUST COMPLY WITH PARK RULES AND REGULATIONS AT ALL TIMES**

initial_____

MOBILE HOME STANDARDS

1. Mobile homes: To continue to upgrade the Park and to ensure construction and installation standards, all mobile homes moving into the Park must be in good condition and approved by Owner. Placement of mobile homes shall be determined by Owner.

a. Title and Registration: All mobile homes in the Park are to have **current registration and must be titled to the registered owner and resident living in the mobile home. Copy of current registration from either D.M.V. or registration from H.C.D. (Housing and Community Development) for California. No one will be allowed to sell, buy or bring in any travel trailer, 5th wheel trailer, or mobile home that is not properly titled and with current registration**.

LANDSCAPING.

1. The following general landscaping standards are provided only to assist Residents in their preliminary planning.

a. Only live plants may be used.

b. Evergreen grassees, ground covers, flowers and small shurbs are generally acceptable, and Residents are encouraged to install and maintain same.

c. The use of manures, or odorous chemical fertilizers are strictly prohibited.

d. Resident shall not, unless authorization is given by Owner, remove any plants upon vacating the premises. A tree may be planted on Resident's homesite only with prior written approval of Owner. The Owner retains the option to determine the location of and the type of tree which may be planted. **FICUS OR ANY OTHER PLANT, TREE OR SHURB WITH AN EXTENSIVE ROOT SYSTEM IS STRICTLY PROHIBITED FROM BEING PLANTED ANYWHERE IN THE PARK.**

e. Residents shall bear the sole cost of repairs to any utilities or Park property damaged by Resident due to authorized or unauthorized digging, driving rods or stakes into the ground.

f. All shrubs, vines, bushes and lawns shall be well maintained. Such maintenance shall include, but is not limited to:

1) At least one a week mowing of any lawns.

2) Homesite shall be kept free of weeds and debris at all times.

3) Trimming of all shrubs, vines and bushes in a manner that maintains an attrative shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobile home, or awning.

4) Residents shall water all landscaping on a regular basis to avoid landscaping becoming brown or from dying. Residents who fail to water and maintain landscaping, (including watering) shall have maintenance done by park personnel, and resident will be charged pursuant to Calif. State Law.

5) **Residents shall keep park utility meters and pedestal free from weeds, and debris. At no time shall any resident be allowed to cover any utility meter, box, or pedestal with flower pots, hoses, tools, clothes, etc. that may cause damage to utility equipment. Park Utilities Meter Reader's shall have free and clear access to any and all utility meters in order to read the utilities each month.**

6) When vacationing or absent for any other reason, it is the responsibilty of the Resident to arrange for someone to water and to maintain the homesite.

initial to all_____

GENERAL MAINTENANCE OF HOMESITE

1. Storage of anything beneath, behind or on the outside of the mobile home is prohibited. This includes, but is not limited to, boxes, trunks, wood, pipe, garden tools, mops, ladders, paint cans, or any item which is unsightly in appearance.

a. **DANGEROUS MATERIALS.** Anything which creates a threat to helath and safety shall not be permitted on the homesite. No flammable, combustible, or explosive fluid, material, chemical, or substances, except thise customarily used for normal household purposes, may be stored on the homesite and then only in quantities reasonably necessary for normal household purposes.

b. **EXTERIOR PAINTING.** The exterior paint on Resident's mobile home, accessory structures and equipment shal be properly maintained. Proper maintenance shall include, but not be imited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Owner prior to any painting. **THE USE OF ANY TYPE OF SPRAY PAINTING EQUIPMENT IS STRICTLY PROHIBITED.**

c. **CONCRETE, DRIVEWAYS, AND STREET AREAS.** All concrete, asphat, and other surfaces shall be kept clean and maintained free of oil and al other sticky or oily substances. Individual driveway maintenance shall be the Resident's responsibilty. Residents shall keep the street area in front of their homesite free from debris.

d. **GARBAGE AND TRASH DISPOSAL.** Garbarge must be wrapped and, with other refuse, must be placed in plastic trash bags and placed into any dumpster located within the Park. At no time is any Resident allowed to dig or other wise retreve any item that has been placed into the dumpster. This includes, but is not limited to, aluminum cans, bottles, etc. Wood and metal items are not to be placed into any dumpster unless it's size permits it to fit competely into dumpster. **DO NOT LEAVE MATTRESSES, REFRIDGERATORS, BOOKSHELFS, HEADBOARDS, FREEZERS, OR HAZARDOUS MATERIALS IN OR AROUND DUMPSTERS. DUMPSTERS ARE FOR GARBAGE, AND REFUSE ONLY.**

initial to all_____

ACCESSORIES

B. Awinings, cabinets, fencing, screens, skirts, and other accessories or improvements to your home must be checked and approved by Park management before the same may be erected, installed, or maintained within the Park. If required, any construction must first be permitted and then be checked by the appropriate inspectors for compliance with applicable codes. All mobile homes shall bre skirted with skirting material that is consistent with a good design and color scheme. Within 60 days after selling the mobile home, all mobile homes must have carports, awnings, skirting, porches, permanent steps, and landscaping in place, unless good cause is shown and a written extension is obtained from Park Management. The use of any furniture on the patio, porch, or yard is not permitted unless said furniture is outdoor patio furniture. Storage sheds must meet State, County, and local requirements. Plans must be approved by Park management prior to the installation of any storage shed. Each mobile home space may install no more than two storage sheds, not to exceed a total of 100 square feet combined. No storage is permitted under the mobile home

initial_____

IMPROVEMENTS AND ALTERATIONS

Any work, umprovements, or alteration which requires a permit shall be performed ONLY by a licensed contractor. No such work shall be performed without a permit. All contractors shall check with Park management prior to commencing with any work. Contractors must have current Workmans Compensation Insurance. Because of extensive underground facilities, any digging which needs to be conducted must be done only with approval from Park management, and the resident shall be responsible for any damage done to any underground facilities during alteration or iimprovement work. No materials shall be obtained and or any labor commenced (including painting) until Park management approves the plans and grants permission for the work, alterations, or improvements.

initial_____

RESIDENT AND GUEST CONDUCT

1. Park residents are entitled to the peaceful enjoyment of their space and all Park facilities. Radios, T.V.s musical instruments, and other sources of noise must be kept at a low level **at all times** and not be allowed to disturb others. **THE HOURS BETWEEN 6:00PM AND 8:00AM WILL BE STRICTLY ENFORCED.**

2. Loud parties, intoxication, fighting, illegal or unlawful use of drugs, threatening language, obscene language towards any resident, or management and park personnel will not be tolerated within the confines of the Park.

3. Residents, their children, and their guests shall not commit negligent, reckless or intentional acts of damage, destruction, or vandalisim in around, or to any of the common areas of the Park, or another residents property.

4. No resident, guest of a resident, or children are to "hang around", "chill", or "kick-it" around the laundryroom, office, or store area. These are not areas of socializiing, and this will not be tolerated at anyti me.

5. Residents will not be permitted to have any form of "carnival " type attractions or rides brought into the Park . Any form of amusement items (such as the large jumping rooms for children) are stricty prohibited. Any Resident who wishes to have any type of Birthday, or other type of party must obtain prior written approval from the Owner or park management.

initial_____

AUTOMOBILES-VEHICLE CONTROL AND PARKING

5. ONE AUTOMOBILE shall be parked in the space designated by the manager. Parking of more than ONE automobile, as well as travel trailers, campers, etc., requires special arrangements. **VEHICLES THAT ARE NOT IN GOOD WORKING ORDER, NOT REGESTERED WITH THE DMV, OR NOT DRIVEN BY RESIDENTS WILL NOT BE ALLOWED IN THE PARK. RESIDENTS ARE NOT ALLOWED TO BRING COMPANY VEHICLES INTO THE PARK.** Residents are not allowed to store vehicles for relitives or friends. Any vehicle that has not been moved in 3 (three) days will be towed at owners expense.

6. At no time will residents, or their guests be allowed to park in firelanes, or parking spaces designated for other residents. Streets are to kept clear. Residents are required to ask manager where to have any guest park if they are not sure. Failure to do so will result in possible towing of vehicle at owners expense.

7. THE SPEED LIMIT IN THE PARK IS NOT TO EXCEED 5 M.P.H and a slower speed is recommended by park management to ensure the safety of all tenants. All signs in the park must be obyed.

8. No vehicle maintenance is permitted in the Park. Unsightly, leaking, noisy vehicles will not be allowed in the park. Any car which is leaking/dripping, gasoline, oil or other fluid, must be fixed to avoid damage to Park streets. Any damage caused or cleanup made necessary by such leaking will be the sole responsibility of the resident. **NO REPAIRING, OR PAINTING OF CARS IS PERMITTED INSIDE THE PARK.**
Car washing is only permitted in the designated car washing area inside the Park. Avoid obstructing mailboxes and trash containers to minimize inconvenience to your neighbors. The Park reserves the right to forbid entry into the Park by any vehicle which is driven, parked,, or in a condition which violates these Rules.

9. **Residents are not allowed to "warm-up", or let vehicle engines idle for more than 1 (one) minute. This goes for diesel engines as well as gas. The weather in California does not get cold enough to warrant engines, (gas or diesel) to be run any longer than it takes for the oil to circulate through the engine, which is about 30 sec.**

initial to all_____

CHILDREN-SUPERVISION-CONDUCT

9. Children(those persons under the age of 18 years) **must be quiet, and orderly and shall not be allowed to play in the street, on other resident's property, on vacant homesites, or to do anything which might be cause for complaint.**

A. There is to be no throwing of baseballs, footballs, or ball throwing of any kind within the Park, including on Resident's homesite. This includes frisbees, or other objects that may cause damage to property.

B. CONTROL AND DISCIPLINE OF RESIDENT CHILDREN WILL BE THE RESPONSIBILITY OF THE PARENTS, GUARDIANS, OR ANY ADULT IN CHARGE OF THE CHILD.

CHILDREN WILL NOT BE ALLOWED TO PLAY OR ROAM THE PARK UNSUPERVISED. CHILDREN UNDER THE AGE OF 12 WILL NOT BE ALLOWED IN THE LAUNDRYROOM WITHOUT AN ADULT PRESENT. RESIDENTS WILL SUPERVISE ALL CHILDREN. CHILDREN ARE NOT TO PLAY ON ANY PROPERTY EXCEPT THEIR OWN. AT NO TIME WILL CHILDREN BE ALLOWED TO CROSS ANOTHER RESIDENTS PROPERTY. CHILDREN ARE NOT TO RIDE BICYCLES ON ANY PROPERTY WITHIN THE PARK. **NO ROLLERSKATES, ROLLERBLADES, SKATEBOARDS, MOTORIZED SCOOTERS OR MOTOR DRIVEN VEHICLE IS TO BE OPERATED WITHIN THE PARK BY CHILDREN** . NO ONE WILL BE ALLOWED TO RIDE A BICYCLE IN THIS PARK ONCE THE STREET LIGHTS ARE ON. CHILDREN WHO RIDE BIKES IN THIS PARK MUST HAVE HELMETS. ANYONE WHO RIDES A BICYCLE IN THIS PARK MUST HAVE THEIR BICYCLE LICENSED. NO EXCEPTIONS.

NO ONE WILL BE PERMITTED TO OPERATE, RIDE, DRIVE ANY MOTORIZED SCOOTERS, GO-CARTS- OR ANY FORM OF MOTORIZED BIKE WITHIN THE PARK AT ANYTIME.

initial_____ **(for all the above)**

PETS-RESIDENT RESPONSIBILITY

10. Residents who wish to have a dog or cat in the park may do so only if the pet does not cause a disturbance or nuciance to other residents. PITBULLS ARE STRICTLY PROHIBITED IN THIS PARK. NO DOG WILL BE ALLOWED THAT IS OVER 25LBS IN WEIGHT. DOGS WILL BE LEASHED AT ALL TIMES WHEN OUT IN THE PARK. DOGS ARE NOT ALLOWED TO GROWL, BARK, OR BE VICIOUS IN ANY MANNER. ALL PETS, (DOGS) MUST BE LICENSED, VACCINATED AGAINST RABIES, AND ALL SHOTS MUST BE CURRENT. A COPY OF SHOT RECORD MUST BE KEPT ON FILE WITH THE OFFICE AT ALL TIMES.

a. Residents must pick up all animal waste while walking in this park, or animal waste from your pet that is on your property. Any resident who allows dogs to run loose, or does not pick up after their pet will be asked to remove the animal(s) from the park.

b. Resident may replace a pet that has died, only with written approval from management. Any resident who is allowed to replace a pet must replace it with an animal no larger than the one prior.

c. Residents are not allowed to build dog runs anywhere within the park. No fences, or any form of enclosed cage will be allowed.

d. Any resident who willfully, or intentionally abuses, neglects, or allows any aimal to be put in harms way will be turned in to the local Law Enforcement Agency, and residency in this park will be terminated.

initial_____**(for all the above)**

RESTROOMS

11. Restrooms are for the residents of Best Trailer Park, ONLY. Anyone who is found to be willfully, or intentionaly causing damage, or abuses the restrooms will be subject to termination of tenancy.

a. Anyone who uses the restrooms and willfully causes the senses of others to become offended, will be probhibited from using the park restrooms and will be subject to termination of tenancy.

b. Anyone caught leaving objects in the door, or leaving the deadbolt set to where the restroom door is not allowed

to shut fully, will be prohibited from using the park restrooms, and will be subject to termination of tenancy.

c. Residents who use the restrooms are not to smoke, eat, or drink while in the restrooms, and will make sure that the restrooms are left in a clean usable condition. (toilets are to be flushed, sinks free of facial, hair, or combed hair, and floors are not left dirty).

initial_____

LAUNDRYROOM AND HOURS

12. The laundryroom is open from 6:00am until 9:00pm Monday thru Saturday. 7:00am until 8:00pm on Sunday.

a. The laundryroom is for the use of Park residents ONLY. Guests, and Visitors will not be allowed to use the laundryroom. Children under the age of 12 years are allowed only when an adult is present. Children are not allowed to operate any machine.

b. Residents are to remove clothing promply from washers and dryers. Clothes left in machines after they are stopped may be placed atop the machine in order to allow other residents to use the machine. Clothes left in machines after closing will remain until laundryroom opens the next morning. Management is not to called out after the laundryroom is closed in order to acquire clothes. Management will not be responsible for articles of clothes lost or stolen if left unattended, or for damage to articles of clothes due to misuse or neglegent use of machines.

c. ANIMAL BEDDING IS NOT TO BE WASHED IN THE MACHINES. THERE ARE RESIDENTS WHO ARE ALLERGIC TO ANIMAL HAIR AND COULD CAUSE ALLERGIC REACTIONS, AND MAJOR HEALTH PROBLEMS.

d. Do not leave anything in machines when you are finished. (tissue, ear plugs, pens, pencils). It is recommeded that residents clean pockets prior to placing clothes in to be washed. Don't leave your mess for the next person.

e. DO NOT OVERLOAD THE WASHERS. Overloading causes machines to wash improperly and causes machines to break down. There is to be no large bedspreads, or large comforters to be washed in the machines. Do not place any more that one set of sheets and two pillow cases per washer. No more that 5 pairs of jeans per load, 4 pairs of coveralls per load, 5 large bath towels per load, etc.

f. Do not put tennis shoes in dryers. There is to be no rubber material of any kind put in dryers, or any material that may melt and damage machines. Lint catchers are to be cleaned out after each use. Do not leave spilled detergent on machines, clean it up. Liquid softeners spilled are to be cleaned up immediatly.

g. THERE IS TO BE NO EATING, DRINKING, OR SMOKING AT ANYTIME IN THE LAUNDRYROOM. THERE IS TO BE NO LOITERING. THE LAUNDRYROOM IS FOR RESIDENTS WHO ARE DOING THEIR LAUNDRY. DO NOT LEAVE ANY MATERIALS IN THE LAUNDRYROOM WITHOUT PERMISSION FROM MANAGEMENT.

initial_____

SECURITY GATE----DRIVE THRU AND WALK THRU

13. Any residents who enters the park in a vehicle is reminded, DO NOT OPEN THE GATE FOR ANYONE OTHER THAN YOURSELF. DO NOT ALLOW ANYONE INTO THE PARK THAT YOU DO NOT KNOW OR DOES NOT LIVE IN THE PARK. Do not hesitate to ask a person where they are going if you do not know them. If they belong here then they will not have a problem with you asking. Anyone who wishes to visit is asked to call the resident they are visiting to let them in the gate.

14. Residents who are walking into the park are to use the walk-thru gate. Do not use the drive-thru gate to walk thru, there is to much wear and tear on the gate to be used for pedestran traffic. Do not open the gate for anyone who is not a resident of the park.

15. DO NOT TRY TO BEAT THE GATE WHEN IT IS CLOSING. ANYONE WHO HITS AND DAMAGES THE GATE AND THEN FLEES FROM THE PARK WILL BE PROSECUTED, AND WILL BE MADE TO PAY FOR ALL COSTS TO REPAIR THE SECURITY GATE. ANY RESIDENT, OR A GUEST OF A RESIDENT WHO DAMAGES THE SECUITY GATE AND LEAVES WITHOUT REPORTING THE INCIDENT TO THE MANAGER WILL BE PROHIBITED FROM DRIVING THEIR VEHICLE IN THE PARK, AND THE RESIDENT WILL BE SUBJECT TO TERMINATION OF TENANCY.

16. CHILDREN ARE NOT TO PLAY AROUND THE SECURITY GATE AT ANYTIME. THE SECURITY GATE IS NOT A TOY, AND CAN CAUSE SERIOUS INJURY, OR DEATH.

17. AT NO TIME IS A RESIDENT OR GUEST OF A RESIDENT, TO PUSH THE SECURITY GATE OPEN IN ORDER TO GAIN ENTRANCE INTO THE PARK. GUESTS WILL BE PROHIBITED FROM COMING INTO THE PARK, AND RESIDENTS WILL BE SUBJECT TO TERMINATION OF TENANCY IF YOU ARE CAUGHT.

initial_____

PARK OFFICE AND COMPLAINTS.

1. Except in an emergency, please do not telephone or contact the Owner or Park Management ofter normal business hours. The Park's office phone is for business and emergency use only. except for emergencies, al compaints must be in writing and signed by the person making the compaint.

a. **OFFICE PHONE IS NOT TO BE USED FOR PERSONAL OR PRIVATE USE BY ANY RESIDENT. DO NOT ASK TO USE THE OFFICE PHONE UNLESS IT IS AN EMERGENCY. DO NOT ASK OFFICE PERSONEL TO FAX, COPY, OR MAIL PERSONAL ITEMS. COPIES MAY BE OBTAINED FROM OFFICE COPY MACHINE FOR TRAILER REGISTRATION, AND ANIMAL LICENSES WITHOUT CHARGE.**

BEST TRAILER PARK
5602 LONG BEACH BLVD.
LONG BEACH, CA. 90805

TUESDAY, OCTOBER 28, 2003

AMENDMENT TO RULE #28

DUE TO THE LIMITED SPACE, PLUS THE FACIITIES, GAS, AND ELECTRICAL SYSTEMS BEING PUT UNDER GREATER STRESS DUE TO THE GROWING NUMBER OF PEOPLE LIVING THE PARK, WE ARE FORCED TO NOW LIMIT THE NUMBER OF PEOPLE PER SPACE /RESIDENCE.

AT NO TIME SHALL ANY RESIDENCE HAVE MORE THAN 5 (FIVE) PERSONS IN ANY 2 BEDROOM UNIT.

1 (ONE) BEDROOM UNIT= NO MORE THAN 3 OCCUPANTS

2(TWO) BEDROOM UNIT= NO MORE THAN 5 OCCUPANTS.

ENCLOSED PATIOS DECKS, PORCHES OR PARTITIONING OF ROOMS ARE NOT ACCEPTABLE, NOR COUNTED AS A BEDROOM.

AS PER RULE # 25, "THE OWNER RESERVES THE RIGHT TO AMEND, REVISE, AND ADD TO THE PARK RULES AND REGULATIONS AT HIS DISCRETION...."

MANAGEMENT
BEST TRAILER PARK

1306-S

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