

Appendix 1

Letter to the City of Sunnyvale Requesting
Determination of Reduced Occupancy

Sunnyvale Park, LLC
3455 American River Dr.
Sacramento, CA 95861

November 25, 2014

VIA ELECTRONIC AND FIRST CLASS MAIL

Hanson Hom
Director
Community Development Department
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086

RE: Nick's Trailer Court
Property Address: 1008 E. El Camino Real, Sunnyvale, CA 94087

Dear Mr. Hom:

As the owner of Nick's Trailer Court, this letter will constitute a statement by the Park Owner, Sunnyvale Park, LLC, pursuant to Title 19, Article 5 of the Sunnyvale Municipal Code, Chapter 19.72, MOBILE HOME CONVERSIONS, that Nick's Trailer Court is undergoing conversion by closure or cessation of use because twenty-five percent or more of the spaces are uninhabited. See Section 19.72.070, subsection (a). Sunnyvale Park, LLC, intends to change the current use of the park to residential use in the future.

Nick's Trailer Court contains a total of forty-four (44) mobilehome spaces and one single family home. Of the forty-four mobilehome spaces, twelve (12) are uninhabited. Said twelve spaces are uninhabited either because the space is vacant, meaning there is no home on the space, or there is a home on the space but it is currently unoccupied and Sunnyvale Park, LLC has no intention of renting the home, or allowing it to become re-occupied. A vacancy rate of twelve spaces in this Park represents a vacancy of 27% of the spaces.

Letter to Hanson Hom

Page 2 of 2

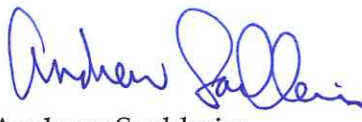
September 24, 2014

Sunnyvale Park, LLC purchased Nick's Trailer Court (the Park) from the Citraro Family on July 15, 2014. Prior to our purchase, there were eight (8) vacancies. Since the date of purchase two (2) tenants have been evicted for failure to pay rent or non-conforming HCD standards (please note the eviction process was commenced prior to our purchase by the former Park Owner, but completed after the purchase), and three (3) tenants chose to leave the Park and sell their homes because of the uncertainty of the Park having new ownership. We are unaware of the specific reasons for any vacancies in the Park prior to our purchase of the Park in July 2014.

Pursuant to Section 19.72.070 subsection (b) of the Mobilehome Park Conversion Ordinance please consider this letter a formal request for you to determine the correctness of the number of vacancies in the Park and to issue a notice of determination of conversion.

If you have questions or comments, please contact the undersigned by telephone at (916) 448-2600.

Very truly yours,



Andrew Sackheim

Agent for Sunnyvale Park, LLC

ATTACHMENT

Unit detail

Appendix 2

Notice to Residents of Reduced Occupancy with
Language Block from Hanson Hom

PARA RESIDENTES QUE HABLAN ESPAÑOL: Esta información sobre los Programas de Desarrollo de Comunidad de la Ciudad de Sunnyvale puede ser muy importante para usted. Por favor traduzca esta noticia.

CỦ DÂN NÓI TIẾNG VIỆT: Bản thông báo này cho những người cư ngụ. tại thành phố Sunnyvale. Chương trình này có thể liên quan đến quý vị. Xin chú ý đến bản thông báo này.

PARA SA MGA MAMAMAYANG PILIPINO: Ang paalalang ito ay patungkol sa Departamento ng Kaunlaran para sa Pamayanan ng Lungsod ng Sunnyvale. Ito ay maaaring makatulong sa inyo kaya maaari po lamang na ipaabot at ipamahagi sa inyong kasamahan.

此通知是關於 Sunnyvale 的社區發展計劃, 可能對您非常重要。
請將這一信息提供給他人。

December 5, 2014

[Resident Name]
1008 E. El Camino Real, Space # []
Sunnyvale, CA 94087

Re: Notice of Determination of Mobile Home Park Conversion

Dear [Resident Name]:

We are writing to inform you that the City of Sunnyvale recently received a Notice of Reduced Occupancy from the owner of Nick's Trailer Court, Sunnyvale Park, LLC. In response to the park owner's notice, the City's Mobile Home Park Conversion Ordinance (Chapter 19.72 of the Sunnyvale Municipal Code) requires the City to verify the vacancies and issue a "Notice of Determination of Conversion" to all park residents. The City has verified the vacancies, and this letter constitutes the Notice of Determination of Conversion (NoD).

The Conversion Ordinance provides a process for park owners, park residents, and the City to follow in cases of mobile home park conversions or closures. This process provides certain protections to the residents, and requires the park owner to provide relocation assistance to eligible park residents. The conversion process typically takes between 12 to 18 months. **Please note: No action may be taken to close the park until and unless the City Council has approved the conversion impact report (CIR). You are not required to move at this time, and this is not a notice to move.**

The Park owner will hold several resident meetings on December 11th to explain the next steps in the process and address your questions or concerns. The meeting details are provided in the enclosed invitation from the Park Owner. At these meetings you will be introduced to the people involved in the conversion process, and learn about each of their roles. City staff will also attend the meetings.

The City has hired a relocation specialist, Autotemp, to assist with the conversion process. The relocation specialist will gather information from residents to help determine resident relocation assistance needs and prepare the CIR. The CIR will help the City Council determine if the proposed relocation assistance options will satisfy the requirements of the Conversion Ordinance. Several public hearings will be held on the CIR before Council makes any decision about the conversion. You will be invited to attend and comment at those hearings.

If you have any additional questions or concerns about this process, please contact the relocation specialist, Teresa Laverde of Autotemp, at 888.202.9195, ext. 2. You may also contact the City Housing Division at (408) 730-7250 or at Housing@sunnyvale.ca.gov for more information. The Conversion Ordinance is available online at: MobileHomeParks.inSunnyvale.com

Sincerely,

[signed]
Hanson Hom
Director, Community Development Department

Cc: Sunnyvale Park, LLC
Paul Citraro, Park Manager

Vea atrás para traducción al español.

05 de diciembre 2014

Residente
1008 E. El Camino Real, Espacio # []
Sunnyvale, CA 94087

Re: Aviso de Determinación de Conversión del Parque de Casas Móviles

Querido Residente:

Le escribimos para informarle que la Ciudad de Sunnyvale recientemente recibió un Aviso de Ocupación Reducida por parte del propietario del parque conocido como Nick's Trailer Court, Sunnyvale Park, LLC. En respuesta al aviso del propietario del parque, la Ordenanza de la ciudad acerca de la Conversión de Parques de Casas Móviles (Capítulo 19.72 del Código Municipal de Sunnyvale) requiere que la Ciudad verifique las vacantes y provea un "Aviso de Determinación de Conversión" a todos los residentes del parque. La Ciudad ha verificado las vacantes, y esta carta constituye el Aviso de Determinación de Conversión (NOD).

La ordenanza de conversión proporciona un proceso a seguir para los propietarios de los parques, los residentes del parque, y la ciudad en casos de conversiones o de cierre de parques de casas móviles. Este proceso proporciona cierta protección a los residentes, y requiere que el dueño del parque proporcione asistencia para reubicación a los residentes del parque que son elegibles. El proceso de conversión normalmente toma de 12 a 18 meses. Tenga en cuenta que: No se pueden tomar medidas para cerrar el parque hasta y a menos que el Ayuntamiento haya aprobado el informe de impacto de conversión (CIR). Usted no está obligado a moverse en este momento, y esta carta no constituye un aviso para moverse.

El dueño del parque llevará a cabo varias reuniones con los residentes el 11 de diciembre para explicar los pasos a seguir en el proceso y para responder a sus preguntas o preocupaciones. Los detalles de la reunión se proporcionan en la invitación que se incluye por parte del dueño del parque. En estas reuniones conocerá a las personas involucradas en el proceso de conversión, y aprenderá sobre cada uno de sus roles. Personal de la Ciudad también asistirá a las reuniones.

La Ciudad ha contratado a un especialista en reubicación, AutoTemp, para ayudar en el proceso de conversión. El especialista en reubicación recopilará información de los residentes para ayudar a determinar las necesidades de asistencia de reubicación y preparar el CIR. El CIR ayudará al Ayuntamiento a determinar si las opciones de asistencia de reubicación propuestas van a satisfacer los requisitos de la Ordenanza de Conversión. Se llevarán a cabo varias audiencias públicas con respecto al CIR antes de que el Ayuntamiento tome alguna decisión sobre la conversión. Usted será invitado a asistir a esas audiencias y proporcionar sus comentarios.

Si usted tiene alguna pregunta o preocupaciones adicionales acerca de este proceso, por favor póngase en contacto con la especialista en reubicación, Teresa Laverde de AutoTemp, al 888.202.9195, ext. 2. También puede comunicarse con la División de Vivienda de la Ciudad al (408) 730-7250 o al Housing@sunnyvale.ca.gov para más información. La Ordenanza de Conversión está disponible en línea en: MobileHomeParks.inSunnyvale.com

Sinceramente,

Firmado por
Hanson Hom
Director, Departamento de Desarrollo Comunitario

Appendix 3

Mobilehome Residency Law, California Civil Code
Sections 798 to 799.1.5

2014

California

Mobilehome Residency Law

including

**Other Selected Laws Governing
Mobilehome and RV Park Residency
&
Frequently Asked Questions**

Compliments of

Senator Richard D. Roth, Chair

Senate Select Committee on Manufactured Home Communities

mobilehomes.senate.ca.gov

2014 CALIFORNIA MOBILEHOME RESIDENCY LAW

INTRODUCTION

Most of the provisions of the California Mobilehome Residency Law (MRL) were enacted piecemeal over a number of years and eventually codified under Chapter 2.5 of the Civil Code in 1978. Since 1978, a number of sections have been amended and others added to the Code. The MRL is divided into nine Articles, by subject, as indicated in the accompanying Table of Contents.

Violations of the Mobilehome Residency Law, like provisions of conventional landlord-tenant law, are enforced by the courts; that is, the disputing parties must enforce the MRL against one another in a court of law. The State Department of Housing & Community Development (HCD) does not have authority to enforce these Civil Code provisions. For example, a park owner, not the state, must utilize an unlawful detainer procedure in a court to evict a homeowner for non-payment of rent or failure to abide by reasonable park rules. By the same token, a homeowner in a park, not the state, must sue the park in court to enforce a notice or other MRL requirement, or obtain an injunction, if the management will not otherwise abide by the MRL.

Other selected laws not part of the MRL but related to park residency are included in this booklet. These include the Recreational Vehicle Park Occupancy Law, first enacted in 1979, governing tenancies in RV parks. The RV Park Occupancy Law was substantially revised in 1992, dividing it into seven Articles.

Also enclosed are relevant laws on mobilehome resale disclosure, park emergency preparedness plans, mobilehome park polling places, and traffic enforcement in mobilehome parks.

For 2014, there is only one amendment to the Mobilehome Residency Law, found in Civil Code Section 798.40. In the Appendix, the FAQs section has expanded to include new information for resident-owned parks and registration and titling. The Veterans Resources section of last year has been renamed “Community Resources” and expanded to include contact information for many local public and nonprofit community resource groups.

This document is available at *mobilehomes.senate.ca.gov*.

2014 CALIFORNIA MOBILEHOME RESIDENCY LAW

TABLE OF CONTENTS

PAGE

ARTICLE 1 - GENERAL

Civil Code Sec. 798	Title and Application	1
Civil Code Sec. 798.1	Application of Definitions	1
Civil Code Sec. 798.2	Definition of Management	1
Civil Code Sec. 798.3	Definition of Mobilehome	1
Civil Code Sec. 798.4	Definition of Mobilehome Park	2
Civil Code Sec. 798.6	Definition of Park	2
Civil Code Sec. 798.7	Definition of New Construction	2
Civil Code Sec. 798.8	Definition of Rental Agreement	2
Civil Code Sec. 798.9	Definition of Homeowner	2
Civil Code Sec. 798.10	Definition of Change of Use	2
Civil Code Sec. 798.11	Definition of Resident	2
Civil Code Sec. 798.12	Definition of Tenancy	2
Civil Code Sec. 798.13	State Owned Parks - Employees	3
Civil Code Sec. 798.14	Delivery of Notice	3

ARTICLE 2 - RENTAL AGREEMENT

Civil Code Sec. 798.15	In-Writing and Required Contents	3
Civil Code Sec. 798.16	Inclusion of Other Provisions	5
Civil Code Sec. 798.17	Rental Agreements Exempt from Rent Control	5
Civil Code Sec. 798.18	Length of Agreement; Comparable Monthly Terms	7
Civil Code Sec. 798.19	No Waiver of Chapter 2.5 Rights	7
Civil Code Sec. 798.19.5	Park Owner Right of First Refusal to Purchase Home	7
Civil Code Sec. 798.20	No Private Club Discrimination	7
Civil Code Sec. 798.21	Not Principal Residence - Rent Control Exempt	8
Civil Code Sec. 798.22	Recreational Vehicles in Parks – Designated Areas	9

ARTICLE 3 - RULES AND REGULATIONS

Civil Code Sec. 798.23	Application to Park Owners and Employees	9
Civil Code Sec. 798.23.5	Subleasing	9
Civil Code Sec. 798.24	Posting of Common Area Facility Hours	10
Civil Code Sec. 798.25	Amendments to Rules and Regulations - Notice	10
Civil Code Sec. 798.25.5	Void and Unenforceable Rules or Regulations	11
Civil Code Sec. 798.26	Management Entry into Mobilehomes	11
Civil Code Sec. 798.27	Notice of Zoning or Use Permit and Duration of Lease	11
Civil Code Sec. 798.28	Disclosure of Park Owner's Name	12
Civil Code Sec. 798.28.5	Vehicle Removal from Park	12
Civil Code Sec. 798.29	Notice of Mobilehome Ombudsman	12

Civil Code Sec. 798.29.6	Installation of Accommodations for the Disabled	12
ARTICLE 3.5 - FEES AND CHARGES		
Civil Code Sec. 798.30	Notice of Rent Increase	13
Civil Code Sec. 798.31	Authorized Fees Charged	13
Civil Code Sec. 798.32	Fees Charged for Unlisted Services Without Notice	13
Civil Code Sec. 798.33	Pets	13
Civil Code Sec. 798.34	Guest and Live-In Care Providers	14
Civil Code Sec. 798.35	Members of Immediate Family - No Fees	14
Civil Code Sec. 798.36	Enforcement of Park Rules	15
Civil Code Sec. 798.37	Entry, Hookup, Landscaping and Maintenance Charges	16
Civil Code Sec. 798.37.5	Trees and Driveways	16
Civil Code Sec. 798.38	No Lien/Security Interest Except by Mutual Agreement	17
Civil Code Sec. 798.39	Security Deposits	17
Civil Code Sec. 798.39.5	Fines and Forfeitures Not Chargeable	18
ARTICLE 4 - UTILITIES		
Civil Code Sec. 798.40	Utility Service Billing; Rate Schedule (AMENDED)	18
Civil Code Sec. 798.41	Utilities Separately Billed - Reduced from Rent	19
Civil Code Sec. 798.42	Notice of Utility Interruption	19
Civil Code Sec. 798.43	Disclosure of Common Area Utility Charges	19
Civil Code Sec. 798.43.1	California Alternate Rates for Energy Program (CARE)	20
Civil Code Sec. 798.44	Liquefied Petroleum Gas Sales	21
ARTICLE 4.5 - RENT CONTROL		
Civil Code Sec. 798.45	New Construction Exempt	21
Civil Code Sec. 798.49	Government Fees and Assessments That Are Exempt	21
ARTICLE 5 - HOMEOWNER COMMUNICATIONS AND MEETINGS		
Civil Code Sec. 798.50	Legislative Intent	22
Civil Code Sec. 798.51	Right to Assemble, Meet, Canvass, Petition, Invite Speakers	22
Civil Code Sec. 798.52	Injunctive Action to Enforce Rights	23
ARTICLE 5.5 - HOMEOWNERS MEETINGS WITH MANAGEMENT		
Civil Code Sec. 798.53	Management Meetings with Residents	23
ARTICLE 6 - TERMINATION OF TENANCY		
Civil Code Sec. 798.55	Legislative Intent; Termination for Cause; 60-Day Notice	24
Civil Code Sec. 798.56	Seven Authorized Reasons for Termination of Tenancy	24
Civil Code Sec. 798.56a	Notice Requirement of Legal Owner/Junior Lienholder	27
Civil Code Sec. 798.57	Statement of Reasons in Notice	29
Civil Code Sec. 798.58	No Termination to Make Space for Park Owner's Buyer	29
Civil Code Sec. 798.59	60-Day Notice by Resident of Termination	29
Civil Code Sec. 798.60	Application of Other Unlawful Detainer Laws	29
Civil Code Sec. 798.61	Abandoned Mobilehomes - Procedures	29

ARTICLE 7 - TRANSFER OF MOBILEHOME OR MOBILEHOME PARK

Civil Code Sec. 798.70	“For Sale” Signs	31
Civil Code Sec. 798.71	Management Showing or Listing - Prohibitions	31
Civil Code Sec. 798.72	No Transfer or Selling Fee	32
Civil Code Sec. 798.73	Removal of Mobilehome Upon Sale to Third Party	33
Civil Code Sec. 798.73.5	Home Upgrades on Resale	33
Civil Code Sec. 798.74	Management Approval of Buyer; Credit Rating Refund	34
Civil Code Sec. 798.74.4	Mobilehome Resale Disclosure to New Buyer	35
Civil Code Sec. 798.74.5	Rent Disclosure to Prospective Homeowners	35
Civil Code Sec. 798.75	Rental Agreement Required for Park Occupancy	36
Civil Code Sec. 798.75.5	Mobilehome Park Disclosure Form	37
Civil Code Sec. 798.76	Senior Only Restrictions	39
Civil Code Sec. 798.77	No Waiver of Rights	39
Civil Code Sec. 798.78	Rights of Heir or Joint Tenant of Owner	39
Civil Code Sec. 798.79	Repossession of Mobilehome; Sale to Third Party	40
Civil Code Sec. 798.80	Sale of Park - Notice by Management	40
Civil Code Sec. 798.81	Listing or Sales - Prohibitions	41
Civil Code Sec. 798.82	School Impact Fee Disclosure	41
Civil Code Sec. 798.83	Homeowner Repair of the Space	42

ARTICLE 8 - ACTIONS, PROCEEDINGS, AND PENALTIES

Civil Code Sec. 798.84	Notice of Lawsuit for Failure to Maintain	42
Civil Code Sec. 798.85	Attorney’s Fees and Costs	42
Civil Code Sec. 798.86	Management Penalty for Willful Violation	42
Civil Code Sec. 798.87	Public Nuisances and Abatement	43
Civil Code Sec. 798.88	Injunction for Violation of Park Rules	43

ARTICLE 9 - SUBDIVISIONS, COOPERATIVES, CONDOMINIUMS AND RESIDENT-OWNED PARKS

Civil Code Sec. 799	Definitions	45
Civil Code Sec. 799.1	Rights Governed	45
Civil Code Sec. 799.1.5	Advertising Sale of Home; “For Sale” Signs	46
Civil Code Sec. 799.2	Listing or Showing of Home by Park Management	46
Civil Code Sec. 799.2.5	Management Entry into Home	46
Civil Code Sec. 799.3	Removal of Mobilehome upon Third Party Sale	47
Civil Code Sec. 799.4	Withholding Prior Approval of Purchaser	47
Civil Code Sec. 799.5	Senior Only Restrictions	47
Civil Code Sec. 799.6	No Waiver of Rights	47
Civil Code Sec. 799.7	Notice of Utility Interruption	47
Civil Code Sec. 799.8	School Impact Fee Disclosure	48
Civil Code Sec. 799.9	Caregivers Living with Homeowners	48
Civil Code Sec. 799.10	Political Campaign Signs	48
Civil Code Sec. 799.11	Installation of Accommodations for the Disabled	49

OTHER SELECTED PROVISIONS OF LAW RELATING TO MOBILEHOMES

MANUFACTURED HOME & MOBILEHOME RESALE DISCLOSURE

Civil Code Sec. 1102	Disclosure on Mobilehome Resales	51
Civil Code Sec. 1102.1	Disclosure Clarification	51
Civil Code Sec. 1102.2	When Disclosure not Applicable	52
Civil Code Sec. 1102.3a	Mobilehome Sales Subject to Disclosure	53
Civil Code Sec. 1102.6d	Mobilehome Transfer Disclosure Form	53
Civil Code Sec. 1102.6e	Notice of Transfer Fee	58
Civil Code Sec. 1102.9	Disclosure Amendments	58

DISCLOSURE OF NATURAL HAZARDS UPON OF RESIDENTIAL PROPERTY

Civil Code Sec. 1103	Application of Disclosure	58
Civil Code Sec. 1103.1	Exclusions	60
Civil Code Sec. 1103.2	Natural Hazard Disclosure Form	61
Civil Code Sec. 1103.3	Delivery to Buyer	63
Civil Code Sec. 1103.4	Liability for Errors	63
Civil Code Sec. 1103.5	Relief from Duty to Disclose	65
Civil Code Sec. 1103.7	Good Faith	65
Civil Code Sec. 1103.8	Other Disclosures	65
Civil Code Sec. 1103.9	Amendments to Disclosure	66
Civil Code Sec. 1103.10	Personal Delivery or Mail	66
Civil Code Sec. 1103.11	Those Who are Not Agents	66
Civil Code Sec. 1103.12	Agent's Responsibilities	66
Civil Code Sec. 1103.13	No Transaction Invalidated	66
Civil Code Sec. 1103.14	Listing Agent Defined	67

AGENTS' MOBILEHOME RESALE DISCLOSURE

Health & Safety Code Sec. 18025	Agents Subject to Sec. 18046	67
Health & Safety Code Sec. 18046	Agent's Duty of Disclosure	67

PARK EMERGENCY PREPAREDNESS AND PROCEDURES

Health & Safety Code Sec. 18603	Emergency Preparedness Plans	68
---------------------------------	------------------------------	----

POLLING PLACE

Elections Code Sec. 12285	Mobilehome Park as Polling Place	69
---------------------------	----------------------------------	----

REGISTRATION AND TITLE

Health & Safety Code Sec. 18108	Renewals and Replacements	69
Health & Safety Code Sec. 18122.5	Penalties	69
Vehicle Code Sec. 5903	Abandonment and Sale: Notice and Application	69

TRAFFIC

Vehicle Code Sec. 21107.9	Speed Enforcement Agreements	70
---------------------------	------------------------------	----

RECREATIONAL VEHICLE PARK OCCUPANCY LAW

ARTICLE 1 – DEFINITIONS

Civil Code Sec 799.20	Title of Chapter	71
Civil Code Sec 799.21	Application of Definitions	71
Civil Code Sec 799.22	Definition of Defaulting Occupant	71
Civil Code Sec 799.23	Definition of Defaulting Resident	71
Civil Code Sec 799.24	Definition of Defaulting Tenant	71
Civil Code Sec 799.25	Definition of Guest	71
Civil Code Sec 799.26	Definition of Management	72
Civil Code Sec 799.27	Definition of Occupancy	72
Civil Code Sec 799.28	Definition of Occupant	72
Civil Code Sec 799.29	Definition of RV	72
Civil Code Sec 799.30	Definition of RV Park	72
Civil Code Sec 799.31	Definition of Resident	72
Civil Code Sec 799.32	Definition of Tenant	72

ARTICLE 2 - GENERAL PROVISIONS

Civil Code Sec 799.40	Cumulative Rights	72
Civil Code Sec 799.41	Not Applicable to Mobilehomes	72
Civil Code Sec 799.42	No Waiver of Rights	73
Civil Code Sec 799.43	Registration Agreement	73
Civil Code Sec 799.44	Rules and Regulations	73
Civil Code Sec 799.45	Rental Agreement Optional	73
Civil Code Sec 799.46	Sign Requirement/Reasons for RV Removal	73

ARTICLE 3 - DEFAULTING OCCUPANTS

Civil Code Sec 799.55	72-Hour Notice	73
Civil Code Sec 799.56	Service of 72-Hour Notice	74
Civil Code Sec 799.57	Notice of RV Removal	74
Civil Code Sec 799.58	RV Removal/Notice to Sheriff	74
Civil Code Sec 799.59	Reasonable Care in RV Removal	74

ARTICLE 4 - DEFAULTING TENANTS

Civil Code Sec 799.65	Five Days to Pay Due Rent/Three-Day Notice to Vacate	75
Civil Code Sec 799.66	Thirty Days' Notice of Termination	75
Civil Code Sec 799.67	Eviction Procedures	75

ARTICLE 5 - DEFAULTING RESIDENTS

Civil Code Sec. 799.70	Terminating of Tenancy/Notice	75
Civil Code Sec. 799.71	Eviction Procedures	76

ARTICLE 6 - LIENS FOR RV'S & ABANDONED POSSESSIONS

Civil Code Sec. 799.75	Upon Default/Civil Code Procedure	76
------------------------	-----------------------------------	----

ARTICLE 7 - ACTIONS AND PROCEEDINGS

Civil Code Sec. 799.78	Attorney's Fees and Costs	76
Civil Code Sec. 799.79	\$500 Damages/Willful Violations by Management	77

APPENDIX

Frequently Asked Questions	79
Community Resources	105

INDEX	121
--------------	------------

2014 MOBILEHOME RESIDENCY LAW

CHAPTER 2.5 OF THE CALIFORNIA CIVIL CODE

ARTICLE 1 - GENERAL

798 TITLE AND APPLICATION

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

(Amended by Stats. 1992, Chap. 958 (SB 1655, Craven), eff. 9/28/1992)

798.1 APPLICATION OF DEFINITIONS

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

(Amended by Stats. 1978, Chap. 1031 (SB 2119, Mills), eff. 1/1/1979)

798.2 DEFINITION OF MANAGEMENT

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

(Added by Stats. 1978, Chap. 1031 (SB 2119, Mills), eff. 1/1/1979)

798.3 DEFINITION OF MOBILEHOME

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

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

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

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

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

(Amended by Stats. 2005, Chap. 595 (SB 253, Torlakson), eff. 1/1/2006)

798.4 DEFINITION OF MOBILEHOME PARK

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

(Added by Stats. 1978, Chap. 1031 (SB 2119, Mills), eff. 1/1/1979)

798.6 DEFINITION OF PARK

“Park” is a manufactured housing community as defined in Section 18210.7 of the Health & Safety Code, or a mobilehome park.

(Amended by Stats. 2007, Chap. 596 (AB 382, Saldana), eff. 1/1/2008)

798.7 DEFINITION OF NEW CONSTRUCTION

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

(Added by Stats. 1989, Chap. 412 (SB 1241, Leonard), eff. 1/1/1990)

798.8 DEFINITION OF RENTAL AGREEMENT

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

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.9 DEFINITION OF HOMEOWNER

“Homeowner” is a person who has a tenancy in a mobilehome park under a rental agreement.

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.10 DEFINITION OF CHANGE OF USE

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

(Amended by Stats. 1980, Chap. 137 (AB 760, Ellis), eff. 1/1/1982)

798.11 DEFINITION OF RESIDENT

“Resident” is a homeowner or other person who lawfully occupies a mobilehome.

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.12 DEFINITION OF TENANCY

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

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.13 STATE OWNED PARKS - EMPLOYEES

- (a) This chapter does not apply to any area owned, operated, or maintained by the state for the purpose of providing employee housing or space for a mobilehome owned or occupied by an employee of the state.
- (b) Notwithstanding subdivision (a), a state employer shall provide the occupant of a privately owned mobilehome that is situated in an employee housing area owned, operated, or maintained by the state, and that is occupied by a state employee by agreement with his or her state employer and subject to the terms and conditions of that state employment, with a minimum of 60-days' notice prior to terminating the tenancy for any reason.

(Added by Stats. 2000, Chap. 471 (AB 2008, Committee on Housing), eff. 1/1/2001)

798.14 DELIVERY OF NOTICE

- (a) Unless otherwise provided, all notices required by this chapter shall be either delivered personally to the homeowner or deposited in the United States mail, postage prepaid, addressed to the homeowner at his or her site within the mobilehome park.
- (b) All notices required by this chapter to be delivered prior to February 1 of each year may be combined in one notice that contains all the information required by sections under which the notices are given. (Amended by Stats. 2012, Chap. 478 (AB 2150, Atkins), eff. 1/1/2013)

ARTICLE 2 - RENTAL AGREEMENT

798.15 IN-WRITING AND REQUIRED CONTENTS

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

- (a) The term of the tenancy and the rent therefor.
- (b) The rules and regulations of the park.
- (c) A copy of the text of this chapter shall be provided as an exhibit and shall be incorporated into the rental agreement by reference. Management shall do one of the following prior to February 1 of each year, if a significant change was made in this chapter by legislation enacted in the prior year:
 - (1) Provide all homeowners with a copy of this chapter.
 - (2) Provide written notice to all homeowners that there has been a change to this chapter and that they may obtain one copy of this chapter from management at no charge. Management must provide a copy within a reasonable time, not to exceed seven days, upon request.
- (d) A provision specifying that (1) it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
- (e) A description of the physical improvements to be provided the homeowner during his or her tenancy.

- (f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.
- (g) A provision stating that management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.
- (h) All other provisions governing the tenancy.
- (i) A copy of the following notice. Management shall also, prior to February 1 of each year, provide a copy of the following notice to all homeowners:

**IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW
REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:**

The Mobilehome Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws. These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from management at no charge. This notice is required by Civil Code Section 798.15(i) and the information provided may not be current.

Homeowners and park management have certain rights and responsibilities under the MRL. These include, but are not limited to:

- (1) Management must give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase. (Civil Code Section 798.30)
- (2) No rental or sales agreement may contain a provision by which a purchaser or a homeowner waives any of his or her rights under the MRL. (Civil Code Sections 798.19, 798.77)
- (3) Management may not terminate or refuse to renew a homeowner's tenancy except for one or more of the authorized reasons set forth in the MRL. (Civil Code Sections 798.55, 798.56)
- (4) A homeowner must give written notice to the management of not less than 60 days before vacating his or her tenancy. (Civil Code Section 798.59)
- (5) Homeowners, residents, and their guests must comply with the rental agreement or lease, including the reasonable rules and regulations of the park and all applicable local ordinances and state laws and regulations relating to mobilehomes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
- (6) Homeowners must pay rent, utility charges, and reasonable incidental service charges in a timely manner. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
- (7) Homeowners have a right to peacefully assemble and freely communicate with respect to mobilehome living and for social or educational purposes. Homeowners have a right to meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Homeowners may not be charged a cleaning deposit in order to use the park clubhouse for

meetings of resident organizations or for other lawful purposes, such as to hear from political candidates, so long as a homeowner of the park is hosting the meeting and all park residents are allowed to attend. Homeowners may not be required to obtain liability insurance in order to use common facilities unless alcohol is served. (Civil Code Sections 798.50, 798.51)

- (8) If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. Management may require certain upgrades. Management may not require a homeowner to sell his or her home to the park, may not charge a transfer or selling fee, and may not require a homeowner to use a broker or dealer approved by the park. A homeowner has a right to advertise his or her home for sale. Management may deny approval of a buyer, but only for certain reasons listed in the law. (Civil Code Sections 798.70-798.74)
- (9) Management has the right to enter the space upon which a mobilehome is situated for maintenance of utilities, trees, and driveways; for inspection and maintenance of the space in accordance with the rules and regulations of the park when the homeowner or resident fails to maintain the space; and for protection and maintenance of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment of his or her home. (Civil Code Section 798.26)
- (10) A homeowner may not make any improvements or alterations to his or her space or home without following the rules and regulations of the park and all applicable local ordinances and state laws and regulations, which may include obtaining a permit to construct, and, if required by park rules or the rental agreement, without prior written approval of management. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)

(Amended by Stats. 2012, Chap. 478 (AB 2150, Atkins), eff. 1/1/2013)

798.16 INCLUSION OF OTHER PROVISIONS

- (a) The rental agreement may include other provisions permitted by law, but need not include specific language contained in state or local laws not a part of this chapter.
- (b) Management shall return an executed copy of the rental agreement to the homeowner within 15 business days after management has received the rental agreement signed by the homeowner.

(Amended by Stats. 2004, Chap. 302 (AB 2351, Corbett), eff. 1/1/2005)

798.17 RENTAL AGREEMENTS EXEMPT FROM RENT CONTROL; RIGHT TO INSPECT

- (a) (1) Rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.
- (2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is

typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

- (b) Rental agreements subject to this section shall meet all of the following criteria:
 - (1) The rental agreement shall be in excess of 12 months' duration.
 - (2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.
 - (3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.
 - (4) The homeowner who signs a rental agreement pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of returning the signed rental agreement to management.
 - (5) The homeowner who signs a rental agreement pursuant to this section may void the agreement within 72 hours of receiving an executed copy of the rental agreement pursuant to Section 798.16. This paragraph shall only apply if management does not provide the homeowner with a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.
- (c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.
- (d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.
- (e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure, a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule, regulation, or initiative measure. No other fee or other exaction shall be imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.
- (f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of receipt of an executed copy of the rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.
- (g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993,

shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

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

(Amended by Stats. 2012, Chap. 477 (AB 1938, Williams), eff. 1/1/2013)

798.18 LENGTH OF AGREEMENT; COMPARABLE MONTHLY TERMS

- (a) A homeowner shall be offered a rental agreement for (1) a term of 12 months, or (2) a lesser period as the homeowner may request, or (3) a longer period as mutually agreed upon by both the homeowner and management.
- (b) No agreement shall contain any terms or conditions with respect to charges for rent, utilities, or incidental reasonable service charges that would be different during the first 12 months of the rental agreement from the corresponding terms or conditions that would be offered to the homeowners on a month-to-month basis.
- (c) No rental agreement for a term of 12 months or less shall include any provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement beyond the initial term for a term longer than 12 months at the sole option of either the management or the homeowner.

(Amended by Stats. 1992, Chap. 289 (SB 1454, Craven), eff. 1/1/1993)

798.19 NO WAIVER OF CHAPTER 2.5 RIGHTS

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

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.19.5 PARK OWNER RIGHT OF FIRST REFUSAL TO PURCHASE HOME

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

(Added by Stats. 2005, Chap. 35 (SB 237, Migden), eff. 1/1/2006)

798.20 NO PRIVATE CLUB DISCRIMINATION

- (a) Membership in any private club or organization that is a condition for tenancy in a park shall not be denied on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.
- (b) Notwithstanding subdivision (a), with respect to familial status, subdivision (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5, relating to housing for senior citizens. Subdivision (d) of

Section 51 and Section 1360 of this code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (a).

(Amended by Stats. 2006, Chap. 578 (AB 2800, Laird), eff. 1/1/2007)

798.21 NON-PRINCIPAL RESIDENCE - RENT CONTROL EXEMPT

- (a) Notwithstanding Section 798.17, if a mobilehome space within a mobilehome park is not the principal residence of the homeowner and the homeowner has not rented the mobilehome to another party, it shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that the landlord may charge a tenant for rent.
- (b) Nothing in this section is intended to require any homeowner to disclose information concerning his or her personal finances. Nothing in this section shall be construed to authorize management to gain access to any records which would otherwise be confidential or privileged.
- (c) For purposes of this section, a mobilehome shall be deemed to be the principal residence of the homeowner, unless a review of state or county records demonstrates that the homeowner is receiving a homeowner's exemption for another property or mobilehome in this state, or unless a review of public records reasonably demonstrates that the principal residence of the homeowner is out of state.
- (d) Before modifying the rent or other terms of tenancy as a result of a review of records, as described in subdivision (c), the management shall notify the homeowner, in writing, of the proposed changes and provide the homeowner with a copy of the documents upon which management relied.
- (e) The homeowner shall have 90 days from the date the notice described in subdivision (d) is mailed to review and respond to the notice. Management may not modify the rent or other terms of tenancy prior to the expiration of the 90-day period or prior to responding, in writing, to information provided by the homeowner. Management may not modify the rent or other terms of tenancy if the homeowner provides documentation reasonably establishing that the information provided by management is incorrect or that the homeowner is not the same person identified in the documents. However, nothing in this subdivision shall be construed to authorize the homeowner to change the homeowner's exemption status of the other property or mobilehome owned by the homeowner.
- (f) This section does not apply under any of the following conditions:
 - (1) The homeowner is unable to rent or lease the mobilehome because the owner or management of the mobilehome park in which the mobilehome is located does not permit, or the rental agreement limits or prohibits, the assignment of the mobilehome or the subletting of the park space.
 - (2) The mobilehome is being actively held available for sale by the homeowner, or pursuant to a listing agreement with a real estate broker licensed pursuant to Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, or a mobilehome dealer, as defined in Section 18002.6 of the Health and Safety Code. A homeowner, real estate broker, or mobilehome dealer attempting to sell a mobilehome shall actively market and advertise the mobilehome for sale in good faith to bona fide purchasers for value in order to remain exempt pursuant to this subdivision.
 - (3) The legal owner has taken possession or ownership, or both, of the mobilehome from

registered owner through either a surrender of ownership interest by the registered owner or a foreclosure proceeding.

(Amended by Stats. 2003, Chap. 132 (AB 1173, Haynes), eff. 1/1/2004)

798.22 RECREATIONAL VEHICLES IN PARKS – DESIGNATED AREAS

- (a) In any new mobilehome park that is developed after January 1, 1982, mobilehome spaces shall not be rented for the accommodation of recreational vehicles as defined by Section 799.29 unless the mobilehome park has a specifically designated area within the park for recreational vehicles, which is separate and apart from the area designated for mobilehomes. Recreational vehicles may be located only in the specifically designated area.
- (b) Any new mobilehome park that is developed after January 1, 1982, is not subject to the provisions of this section until 75 percent of the spaces have been rented for the first time.

(Amended by Stats. 1993, Chap. 666 (AB 503, Rainey), eff. 1/1/1994)

ARTICLE 3 - RULES AND REGULATIONS

798.23 APPLICATION TO PARK OWNERS AND EMPLOYEES

- (a) The owner of the park, and any person employed by the park, shall be subject to, and comply with, all park rules and regulations, to the same extent as residents and their guests.
- (b) Subdivision (a) of this section does not apply to either of the following:
 - (1) Any rule or regulation that governs the age of any resident or guest.
 - (2) Acts of a park owner or park employee which are undertaken to fulfill a park owner's maintenance, management, and business operation responsibilities.

(Amended by Stats. 2002, Chap. 672 (SB 1410, Chesbro), eff. 1/1/2003)

798.23.5 SUBLEASING

- (a)
 - (1) Management shall permit a homeowner to rent his or her home that serves as the homeowner's primary residence or sublet his or her space, under the circumstances described in paragraph (2) and subject to the requirements of this section.
 - (2) A homeowner shall be permitted to rent or sublet pursuant to paragraph (1) if a medical emergency or medical treatment requires the homeowner to be absent from his or her home and this is confirmed in writing by an attending physician.
- (b) The following provisions shall apply to a rental or sublease pursuant to this section:
 - (1) The minimum term of the rental or sublease shall be six months, unless the management approves a shorter term, but no greater than 12 months, unless management approves a longer term.
 - (2) The management may require approval of a prospective renter or sublessee, subject to the process and restrictions provided by subdivision (a) of Section 798.74 for prospective purchasers of mobilehomes. A prospective sublessee shall comply with any rule or regulation limiting residency based on age requirements, pursuant to Section 798.76. The management may charge a prospective sublessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined in Section 1785.3, if the management or his or her agent requires that personal reference check or consumer credit report.

- (3) The renter or sublessee shall comply with all rules and regulations of the park. The failure of a renter or sublessee to comply with the rules and regulations of the park may result in the termination of the homeowner's tenancy in the mobilehome park, in accordance with Section 798.56. A homeowner's tenancy may not be terminated under this paragraph if the homeowner completes an action for unlawful detainer or executes a judgment for possession, pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.
- (4) The homeowner shall remain liable for the mobilehome park rent and other park charges.
- (5) The management may require the homeowner to reside in the mobilehome park for a term of one year before management permits the renting or subletting of a mobilehome or mobilehome space.
- (6) Notwithstanding subdivision (a) of Section 798.39, if a security deposit has been refunded to the homeowner pursuant to subdivision (b) or (c) of Section 798.39, the management may require the homeowner to resubmit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management may retain this security deposit for the duration of the term of the rental or sublease.
- (7) The homeowner shall keep his or her current address and telephone number on file with the management during the term of rental or sublease. If applicable, the homeowner may provide the name, address, and telephone number of his or her legal representative.
- (c) A homeowner may not charge a renter or sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the mobilehome, if any.

(Added by Stats. 2002, Chap. 672 (SB 1410, Chesbro), eff. 1/1/2003)

798.24 POSTING OF COMMON AREA FACILITY HOURS

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

(Amended by Stats. 2001, Chap. 83 (AB 1202, Harman), eff. 1/1/2002)

798.25 AMENDMENTS TO RULES AND REGULATIONS – NOTICE

- (a) Except as provided in subdivision (d), when the management proposes an amendment to the park's rules and regulations, the management shall meet and consult with the homeowners in the park, their representatives, or both, after written notice has been given to all the homeowners in the park 10 days or more before the meeting. The notice shall set forth the proposed amendment to the park's rules and regulations and shall state the date, time, and location of the meeting.
- (b) Except as provided in subdivision (d), following the meeting and consultation with the homeowners, the noticed amendment to the park's rules and regulations may be implemented, as to any homeowner, with the consent of that homeowner, or without the homeowner's consent upon written notice of not less than six months, except for regulations applicable to recreational facilities, which may be amended without homeowner consent upon written notice of not less than 60 days.
- (c) Written notice to a homeowner whose tenancy commences within the required period of notice of a proposed amendment to the park's rules and regulations under subdivision (b) or (d) shall constitute compliance with this section where the written notice is given before the inception of the tenancy.
- (d) When the management proposes an amendment to the park's rules and regulations mandated by a

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

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

(Amended by Stats. 2005, Chap. 22 (SB 1108, Committee on Judiciary), eff. 1/1/2006)

The following intent language appears in Section 2 of SB 351 (Chap. 323, Stat. 1999) but not in this code:

"The Legislature finds and declares that this act is intended to prohibit park owners from amending park rules and regulations to impose new fees on park residents. The act is not intended to limit the provisions of Article 4 (commencing with Section 798.30) of Chapter 2.5 of Title 2 of Part 2 of Division 2 of the Civil Code) with respect to the imposition of fees."

798.25.5 VOID AND UNENFORCEABLE RULES OR REGULATIONS

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

(Added by Stats. 1993, Chap. 889 (AB 1012, Bornstein), eff. 1/1/1994)

798.26 MANAGEMENT ENTRY INTO MOBILEHOMES

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

(Amended by Stats. 2008, Chap. 115 (SB 1234, Correa), eff. 1/1/2009)

798.27 NOTICE OF ZONING OR USE PERMIT AND DURATION OF LEASE

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

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

(Amended by Stats. 1991, Chap. 190 (AB 600, Chacon), eff. 1/1/1992)

798.28 DISCLOSURE OF MOBILEHOME PARK OWNER'S NAME

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

(Amended by Stats. 1991, Chap. 62 (AB 577, Allen), eff. 1/1/1992)

798.28.5 VEHICLE REMOVAL FROM PARK

- (a) Except as otherwise provided in this section, the management may cause the removal, pursuant to Section 22658 of the Vehicle Code, of a vehicle other than a mobilehome that is parked in the park when there is displayed a sign at each entrance to the park as provided in paragraph (1) of subdivision (a) of Section 22658 of the Vehicle Code.
- (b) (1) Management may not cause the removal of a vehicle from a homeowner's or resident's driveway or a homeowner's or resident's designated parking space except if management has first posted on the windshield of the vehicle a notice stating management's intent to remove the vehicle in seven days and stating the specific park rule that the vehicle has violated that justifies its removal. After the expiration of seven days following the posting of the notice, management may remove a vehicle that remains in violation of a rule for which notice has been posted upon the vehicle. If a vehicle rule violation is corrected within seven days after the rule violation notice is posted on the vehicle, the vehicle may not be removed. If a vehicle upon which a rule violation notice has been posted is removed from the park by a homeowner or resident and subsequently is returned to the park still in violation of the rule stated in the notice, management is not required to post any additional notice on the vehicle, and the vehicle may be removed after the expiration of the seven-day period following the original notice posting.
- (2) If a vehicle poses a significant danger to the health or safety of a park resident or guest, or if a homeowner or resident requests to have a vehicle removed from his or her driveway or designated parking space, the requirements of paragraph (1) do not apply, and management may remove the vehicle pursuant to Section 22658 of the Vehicle Code.

(Amended by Stats. 2004, Chap. 302 (AB 2351, Corbett), eff. 1/1/2005)

798.29 NOTICE OF MOBILEHOME OMBUDSMAN

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

(Amended by Stats. 1996, Chap. 402 (SB 1594, Craven), eff. 1/1/1997)

798.29.6 INSTALLATION OF ACCOMMODATIONS FOR THE DISABLED

The management shall not prohibit a homeowner or resident from installing accommodations for the disabled on the home or the site, lot, or space on which the mobilehome is located, including, but not limited to, ramps or handrails on the outside of the home, as long as the installation of those facilities

complies with code, as determined by an enforcement agency, and those facilities are installed pursuant to a permit, if required for the installation, issued by the enforcement agency. The management may require that the accommodations installed pursuant to this section be removed by the current homeowner at the time the mobilehome is removed from the park or pursuant to a written agreement between the current homeowner and the management prior to the completion of the resale of the mobilehome in place in the park. This section is not exclusive and shall not be construed to condition, affect, or supersede any other provision of law or regulation relating to accessibility or accommodations for the disabled.

(Added by Stats. 2008, Chap. 170 (SB 1107, Correa), eff. 1/1/2009)

ARTICLE 3.5 - FEES AND CHARGES

798.30 NOTICE OF RENT INCREASE

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

(Amended by Stats. 1993, Chap. 448 (AB 870, Umberg), eff. 1/1/1994)

798.31 AUTHORIZED FEES CHARGED

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

A homeowner shall not be charged a fee for obtaining a lease on a mobilehome lot for (1) a term of 12 months, or (2) a lesser period as the homeowner may request. A fee may be charged for a lease of more than one year if the fee is mutually agreed upon by both the homeowner and management.

(Amended by Stats. 1984, Chap. 624 (SB 1487, Ellis), eff. 1/1/1985)

798.32 FEES CHARGED FOR UNLISTED SERVICES WITHOUT NOTICE

- (a) A homeowner shall not be charged a fee for services actually rendered which are not listed in the rental agreement unless he or she has been given written notice thereof by the management, at least 60 days before imposition of the charge.
- (b) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

(Amended by Stats. 1992, Chap. 338 (SB 1365, Leslie), eff. 1/1/1993)

798.33 PETS

- (a) No lease agreement entered into, modified, or renewed on or after January 1, 2001, shall prohibit a homeowner from keeping at least one pet within the park, subject to reasonable rules and regulations of the park. This section may not be construed to affect any other rights provided by law to a homeowner to keep a pet within the park.
- (b) A homeowner shall not be charged a fee for keeping a pet in the park unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charged shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the park.

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

(Amended by Stats. 2000, Chap. 551 (AB 860, Thomson), eff. 1/1/2001)

798.34 GUESTS AND LIVE-IN CARE PROVIDERS

- (a) A homeowner shall not be charged a fee for a guest who does not stay with him or her for more than a total of 20 consecutive days or a total of 30 days in a calendar year. A person who is a guest, as described in this subdivision, shall not be required to register with the management.
- (b) A homeowner who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for that person. The person shall be considered a guest of the homeowner and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. The guest shall comply with the provisions of the rules and regulations of the mobilehome park.
- (c) A homeowner may share his or her mobilehome with any person over 18 years of age if that person is providing live-in health care or live-in supportive care to the homeowner pursuant to a written treatment plan prepared by the homeowner’s physician. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in the park, and any agreement between the homeowner and the person shall not change the terms and conditions of the rental agreement between management and the homeowner. That person shall comply with the rules and regulations of the mobilehome park.
- (d) A senior homeowner who resides in a mobilehome park that has implemented rules or regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 798.76, may share his or her mobilehome with any person over 18 years of age if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision pursuant to a written treatment plan prepared by a physician and surgeon. Management may not charge a fee for this person. Any agreement between the senior homeowner and this person shall not change the terms and conditions of the rental agreement between management and the senior homeowner. Unless otherwise agreed upon, park management shall not be required to manage, supervise, or provide for this person’s care during his or her stay in the mobilehome park. This person shall have no rights of tenancy in the park, but shall comply with the rules and regulations of the mobilehome park. A violation of the mobilehome park rules and regulations by this person shall be deemed a violation of the rules and regulations by the homeowner pursuant to subdivision (d) of Section 798.56. As used in this subdivision, “senior homeowner” means a homeowner who is 55 years of age or older.

(Amended by Stats. 2008, Chap. 170 (SB 1107, Correa), eff. 1/1/2009)

798.35 MEMBERS OF IMMEDIATE FAMILY - NO FEES

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

(Amended by Stats. 1995, Chap. 24 (AB 283, Cortese), eff. 1/1/1996)

798.36 ENFORCEMENT OF PARK RULES

- (a) A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park, except a reasonable fee may be charged by management for the maintenance or cleanup, as described in subdivision (b), of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.
- (b) (1) If management determines, in good faith, that the removal of a homeowner's or resident's personal property from the land and premises upon which the mobilehome is situated is necessary to bring the premises into compliance with the reasonable rules and regulations of the park or the provisions of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code) or Title 25 of the California Code of Regulations, management may remove the property to a reasonably secure storage facility. Management shall provide written notice of at least 14 days of its intent to remove the personal property, including a description of the property to be removed. The notice shall include the rule, regulation, or code justifying the removal and shall provide an estimate of the charges to be imposed by management. The property to be removed shall not include the mobilehome or its appurtenances or accessory structures.
- (2) The homeowner or resident shall be responsible for reimbursing to management the actual, reasonable costs, if any, of removing and storing the property. These costs incurred by management in correcting the rules violation associated with the removal and storage of the property, are deemed reasonable incidental service charges and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner.
- (3) Within seven days from the date the property is removed to a storage area, management shall provide the homeowner or resident a written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by the resident or homeowner. If, within 60 days, the homeowner or resident does not claim the property, the property shall be deemed to be abandoned, and management may dispose of the property in any manner. The homeowner's or resident's liability for storage charges shall not exceed 60 days. If the homeowner or resident claims the property, but has not reimbursed management for storage costs, management may bill those costs in a monthly statement which shall constitute notice of nonpayment, and the costs shall become the obligation of the homeowner or resident. If a resident or homeowner communicates in writing his or her intent to abandon the property before 60 days has expired, management may dispose of the property immediately and no further storage charges shall accrue.
- (4) If management elects to dispose of the property by way of sale or auction, and the funds received from the sale or auction exceed the amount owed to management, management shall refund the difference to the homeowner or resident within 15 days from the date of management's receipt of the funds from the sale or auction. The refund shall be delivered to the homeowner or resident by first-class mail postage prepaid to his or her address in the park, or by personal delivery, and shall include an accounting specifying the costs of removal and

storage of the property incurred by management in correcting the rules violation and the amount of proceeds realized from any sale or auction. If a sale or auction of the property yields less than the costs incurred by management, the homeowner or resident shall be responsible for the difference, and this amount shall be deemed a reasonable incidental service charge and may be collected pursuant to subdivision (e) of Section 798.56 if a notice of nonpayment of the removal and storage fees, as described in paragraph (3), is personally served on the homeowner. If management elects to proceed under this section, it may not also terminate the tenancy pursuant to subdivision (d) of Section 798.56 based upon the specific violations relied upon to proceed under this section. In any proceeding under this section, management shall bear the burden of proof that enforcement was undertaken in a nondiscriminatory, nonselective fashion.

(Amended by Stats. 2005, Chap. 24 (SB 125, Dutton), eff. 1/1/2006)

798.37 ENTRY, HOOKUP, LANDSCAPING AND MAINTENANCE CHARGES

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

(Amended by Stats. 2004, Chap. 302 (AB 2351, Corbett), eff. 1/1/2005)

798.37.5 TREES AND DRIVEWAYS

- (a) With respect to trees on rental spaces in a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a homeowner or a determination by park management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, the park management or a homeowner may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists.
- (b) With respect to trees in the common areas of a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof.
- (c) Park management shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by park management including, but not limited to, repair of root damage to driveways and foundation systems and removal. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway. A homeowner may be charged for the cost of any damage to the driveway caused by an act of the homeowner or a breach of the homeowner's responsibilities under the rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this section.
- (d) No homeowner may plant a tree within the mobilehome park without first obtaining written

permission from the management.

- (e) This section shall not apply to alter the terms of any rental agreement in effect prior to January 1, 2001, between the park management and the homeowner regarding the responsibility for the maintenance of trees and driveways within the mobilehome park, except that upon any renewal or extension, the rental agreement shall be subject to this section. This section is not intended to abrogate the content of any existing rental agreement or other written agreements regarding trees or driveways that are in effect prior to January 1, 2001.
- (f) This section shall only apply to rental agreements entered into, renewed, or extended on or after January 1, 2001.
- (g) Any mobilehome park rule or regulation shall be in compliance with this section.

(Added by Stats. 2000, Chap. 423 (AB 862, Correa), eff. 1/1/2001)

798.38 NO LIEN/SECURITY INTEREST EXCEPT BY MUTUAL AGREEMENT

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

(Amended by Stats. 2009, Chap. 558 (SB 111, Correa), eff. 1/1/2010)

798.39 SECURITY DEPOSITS

- (a) The management may only demand a security deposit on or before initial occupancy and the security deposit may not be in an amount or value in excess of an amount equal to two months' rent that is charged at the inception of the occupancy, in addition to any rent for the first month. In no event shall additional security deposits be demanded of a homeowner following the initial occupancy.
- (b) As to all security deposits collected on or after January 1, 1989, after the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for any 12-consecutive-month period subsequent to the collection of the security deposit by management, or upon resale of the mobilehome, whichever occurs earlier, management shall, upon the receipt of a written request from the homeowner, refund to the homeowner the amount of the security deposit within 30 days following the end of the 12-consecutive-month-period of the prompt payment or the date of the resale of the mobilehome.
- (c) As to all security deposits collected prior to January 1, 1989, upon the extension or renewal of the rental agreement or lease between the homeowner and the management, and upon the receipt of a written request from the homeowner, if the homeowner has promptly paid to the management, within five days of the date the amount is due, all of the rent, utilities, and reasonable service charges for the 12-consecutive-month period preceding the receipt of the written request, the management shall refund to the homeowner the amount of the security deposit within 60 days.
- (d) As to all security deposits collected prior to January 1, 1989, and not disbursed pursuant to subdivision (c), in the event that the mobilehome park is sold or transferred to any other party or entity, the selling park owner shall deposit in escrow an amount equal to all security deposits that the park owner holds. The seller's escrow instructions shall direct that, upon close of escrow, the security deposits therein that were held by the selling park owner (including the period in escrow) for 12 months or more, shall be disbursed to the persons who paid the deposits to the selling park

owner and promptly paid, within five days of the date the amount is due, all rent, utilities, and reasonable service charges for the 12-month period preceding the close of escrow.

- (e) Any and all security deposits in escrow that were held by the selling park owner that are not required to be disbursed pursuant to subdivision (b), (c), or (d) shall be disbursed to the successors in interest to the selling or transferring park owner, who shall have the same obligations of the park's management and ownership specified in this section with respect to security deposits. The disbursement may be made in escrow by a debit against the selling park owner and a credit to the successors in interest to the selling park owner.
- (f) The management shall not be required to place any security deposit collected in an interest-bearing account or to provide a homeowner with any interest on the security deposit collected.
- (g) Nothing in this section shall affect the validity of title to real property transferred in violation of this section.

(Amended by Stats. 2001, Chap 151 (AB 210, Corbett), eff. 1/1/2002)

798.39.5 FINES AND FORFEITURES NOT CHARGEABLE

- (a) (1) The management shall not charge or impose upon a homeowner any fee or increase in rent which reflects the cost to the management of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law or any enforcement agency against the management for a violation of this chapter or Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code, including any attorney's fees and costs incurred by the management in connection therewith.
- (2) This section shall not apply to violations for which the registered owner of the mobilehome is initially responsible pursuant to subdivision (b) of Section 18420 of the Health and Safety Code.
- (b) A court shall consider the remoteness in time of the assessment or award against the management of any fine, forfeiture, penalty, money damages, or fee in determining whether the homeowner has met the burden of proof that the fee or increase in rent is in violation of this section.
- (c) Any provision in a rental agreement entered into, renewed, or modified on or after January 1, 1995, that permits a fee or increase in rent that reflects the cost to the management of any money damages awarded against the management for a violation of this chapter shall be void.

(Amended by Stats. 2012, Chap. 477 (AB 1938, Williams), eff. 1/1/2013)

ARTICLE 4 – UTILITIES

798.40 UTILITY SERVICE BILLING; RATE SCHEDULE

- (a) Where the management provides both master-meter and submeter service of utilities to a homeowner, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his or her meter. The management shall post in a conspicuous place, the ~~prevailing~~ **specific current** residential utilities ~~utility~~ rate schedule as published by the serving utility **or the Internet Web site address of the specific current residential utility rate schedule. If the management elects to post the Internet Web site address where the schedule may be accessed, the management shall also: (1) provide a copy of the specific current residential utility rate schedule, upon request, at no cost; and (2) state in the posting that a homeowner may request a copy of the rate schedule from management.**
- (b) If a third-party billing agent or company prepares utility billing for the park, the management shall

disclose on each resident's billing, the name, address, and telephone number of the billing agent or company.

(Amended by Stats. 2013, Chap. 201 (SB 196, Cannella), eff. 1/1/2014)

798.41 UTILITIES SEPARATELY BILLED - REDUCED FROM RENT

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

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

- (b) This section does not apply to rental agreements entered into prior to January 1, 1991, until extended or renewed on or after that date.
- (c) Nothing in this section shall require rental agreements to provide for separate billing to homeowners of fees and charges specified in subdivision (a).
- (d) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

(Amended by Stats. 1992, Chap. 338 (SB 1365, Leslie), eff. 1/1/1993)

798.42 NOTICE OF UTILITY INTERRUPTION

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

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

(Amended by Stats. 2009, Chap. 558 (SB 111, Correa), eff. 1/1/2010)

798.43 DISCLOSURE OF COMMON AREA UTILITY CHARGES

- (a) Except as provided in subdivision (b), whenever a homeowner is responsible for payment of gas,

water, or electric utility service, management shall disclose to the homeowner any condition by which a gas, water, or electric meter on the homeowner's site measures gas, water, or electric service for common area facilities or equipment, including lighting, provided that management has knowledge of the condition.

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

- (1) Enter into a mutual written agreement with the homeowner for compensation by management for the cost of the portion of the service measured by the homeowner's meter for the common area facilities or equipment to the extent that this cost accrues on or after January 1, 1991.
 - (2) Discontinue using the meter on the homeowner's site for the utility service to the common area facilities and equipment.
- (b) On or after January 1, 1994, if the electric meter on the homeowner's site measures electricity for lighting mandated by Section 18602 of the Health and Safety Code and this lighting provides lighting for the homeowner's site, management shall be required to comply with subdivision (a).

(Amended by Stats. 1993, Chap. 147 (AB 1140, Epple), eff. 1/1/1994)

798.43.1 CALIFORNIA ALTERNATE RATES FOR ENERGY PROGRAM (CARE)

- (a) The management of a master-meter park shall give written notice to homeowners and residents on or before February 1 of each year in their utility billing statements about assistance to low-income persons for utility costs available under the California Alternate Rates for Energy (CARE) program, established pursuant to Section 739.1 of the Public Utilities Code. The notice shall include CARE information available to master-meter customers from their serving utility, to include, at a minimum: (1) the fact that CARE offers a discount on monthly gas or electric bills for qualifying low-income residents; and (2) the telephone number of the serving utility which provides CARE information and applications. The park shall also post the notice in a conspicuous place in the clubhouse, or if there is no clubhouse, in a conspicuous public place in the park.
- (b) The management of a master-meter park may accept and help process CARE program applications from homeowners and residents in the park, fill in the necessary account or other park information required by the serving utility to process the applications, and send the applications to the serving utility. The management shall not deny a homeowner or resident who chooses to submit a CARE application to the utility himself or herself any park information, including a utility account number, the serving utility requires to process a homeowner or resident CARE program application.
- (c) The management of a master-meter park shall pass through the full amount of the CARE program discount in monthly utility billings to homeowners and residents who have qualified for the CARE rate schedule, as defined in the serving utility's applicable rate schedule. The management shall notice the discount on the billing statement of any homeowner or resident who has qualified for the CARE rate schedule as either the itemized amount of the discount or a notation on the statement that the homeowner or resident is receiving the CARE discount on the electric bill, the gas bill, or both the electric and gas bills.
- (d) "Master-meter park" as used in this section means "master-meter customer" as used in Section 739.5 of the Public Utilities Code.

(Amended by Stats. 2001, Chap. 437 (SB 920, Dunn), eff. 1/1/2002)

798.44 LIQUEFIED PETROLEUM GAS SALES

- (a) The management of a park that does not permit mobilehome owners or park residents to purchase liquefied petroleum gas for use in the mobilehome park from someone other than the mobilehome park management shall not sell liquefied petroleum gas to mobilehome owners and residents within the park at a cost which exceeds 110 percent of the actual price paid by the management of the park for liquefied petroleum gas.
- (b) The management of a park shall post in a visible location the actual price paid by management for liquefied petroleum gas sold pursuant to subdivision (a).
- (c) This section shall apply only to mobilehome parks regulated under the Mobilehome Residency Law. This section shall not apply to recreational vehicle parks, as defined in Section 18215 of the Health and Safety Code, which exclusively serve recreational vehicles, as defined in Section 18010 of the Health and Safety Code.
- (d) Nothing in this section is intended to abrogate any rights a mobilehome park owner may have under Section 798.31 of the Civil Code.
- (e) In addition to a mobilehome park described in subdivision (a), the requirements of subdivisions (a) and (b) shall apply to a mobilehome park where requirements of federal, state, or local law or regulation, including, but not limited to, requirements for setbacks between mobilehomes, prohibit homeowners or residents from installing their own liquefied petroleum gas supply tanks, notwithstanding that the management of the mobilehome park permits mobilehome owners and park residents to buy their own liquefied petroleum gas.

(Amended by Stats. 2009, Chap. 558 (SB 111, Correa), eff. 1/1/2010)

ARTICLE 4.5 - RENT CONTROL

798.45 NEW CONSTRUCTION EXEMPT

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

(Added by Stats. 1989, Chap. 412 (SB 1241, Leonard), eff. 1/1/1990)

798.49 GOVERNMENT FEES AND ASSESSMENTS THAT ARE EXEMPT

- (a) Except as provided in subdivision (d), the local agency of any city, including a charter city, county, or city and county, which administers an ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent shall permit the management to separately charge a homeowner for any of the following:
 - (1) The amount of any fee, assessment or other charge first imposed by a city, including a charter city, a county, or a city and county, the state, or the federal government on or after January 1, 1995, upon the space rented by the homeowner.
 - (2) The amount of any increase on or after January 1, 1995, in an existing fee, assessment or other charge imposed by any governmental entity upon the space rented by the homeowner.
 - (3) The amount of any fee, assessment or other charge upon the space first imposed or increased on or after January 1, 1993, pursuant to any state or locally mandated program relating to housing contained in the Health and Safety Code.
- (b) If management has charged the homeowner for a fee, assessment, or other charge specified in

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

- (c) The amount of the fee, assessment or other charges authorized by subdivision (a) shall be separately stated on any billing to the homeowner. Any change in the amount of the fee, assessment, or other charges that are separately billed pursuant to subdivision (a) shall be considered when determining any rental adjustment under the local ordinance.
- (d) This section shall not apply to any of the following:
 - (1) Those fees, assessments, or charges imposed pursuant to the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), unless specifically authorized by Section 18502 of the Health and Safety Code.
 - (2) Those costs that are imposed on management by a court pursuant to Section 798.42.
 - (3) Any fee or other exaction imposed upon management for the specific purpose of defraying the cost of administration of any ordinance, rule, regulation, or initiative measure that establishes a maximum amount that management may charge a tenant for rent.
 - (4) Any tax imposed upon the property by a city, including a charter city, county, or city and county.
- (e) Those fees and charges specified in subdivision (a) shall be separately stated on any monthly or other periodic billing to the homeowner. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the homeowner while the fee or charge is billed to the homeowner.

(Amended by Stats. 1994, Chap. 340 (SB 1510, Lewis), eff. 1/1/1995)

ARTICLE 5 - HOMEOWNER COMMUNICATIONS AND MEETINGS

798.50 LEGISLATIVE INTENT

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

(Added by Stats. 1989, Chap. 198 (SB 175, Craven), eff. 1/1/1990)

798.51 RIGHT TO ASSEMBLE, MEET, CANVASS, PETITION & INVITE SPEAKERS

- (a) No provision contained in any mobilehome park rental agreement, rule, or regulation shall deny or prohibit the right of any homeowner or resident in the park to do any of the following:
 - (1) Peacefully assemble or meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Meetings may be held in the park community or recreation hall or clubhouse when the facility is not otherwise in use, and, with the consent of the homeowner, in any mobilehome within the park.
 - (2) Invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with homeowners and residents and speak upon matters of public interest, in accordance with Section 798.50.
 - (3) Canvass and petition homeowners and residents for noncommercial purposes relating to mobilehome living, election to public office, or the initiative, referendum, or recall processes, at reasonable hours and in a reasonable manner, including the distribution or circulation of information.

- (b) A homeowner or resident may not be charged a cleaning deposit in order to use the park recreation hall or clubhouse for meetings of resident organizations for any of the purposes stated in Section 798.50 and this section, whether or not guests or visitors from outside the park are invited to attend the meeting, if a homeowner or resident of the park is hosting the meeting and all homeowners or residents of the park are allowed to attend.
- (c) A homeowner or resident may not be required to obtain liability insurance in order to use common area facilities for the purposes specified in this section and Section 798.50. However, if alcoholic beverages are to be served at any meeting or private function, a liability insurance binder may be required by the park ownership or management. The ownership or management of a mobilehome park may prohibit the consumption of alcoholic beverages in the park common area facilities if the terms of the rental agreement or the rules and regulations of the park prohibit it.
- (d) A homeowner, organization, or group of homeowners using a recreation hall or clubhouse pursuant to this section shall be required to adhere to any limitations or restrictions regarding vehicle parking or maximum occupancy for the clubhouse or recreation hall.
- (e) A homeowner or resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobilehome park is located imposes a more restrictive period of time for the display of such a sign.

(Amended by Stats. 2003, Chap. 249 (SB 116, Dunn), eff. 1/1/2004)

The following intent language appears in Section 4 of SB 116 (Chapter 249) but not in this code:

"It is the intent of the Legislature that enactment of this bill not affect any other form of political expression by a homeowner or resident of a mobilehome park where that expression is not associated with an election or political campaign."

798.52 INJUNCTIVE ACTION TO ENFORCE RIGHTS

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

(Added by Stats. 1989, Chap. 198 (SB 175, Craven), eff. 1/1/1990)

ARTICLE 5.5 - HOMEOWNERS MEETINGS WITH MANAGEMENT

798.53 MANAGEMENT MEETINGS WITH RESIDENTS

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

- (a) Resident concerns regarding existing park rules that are not subject to Section 798.25.
- (b) Standards for maintenance of physical improvements in the park.
- (c) Addition, alteration, or deletion of service, equipment, or physical improvements.
- (d) Rental agreements offered pursuant to Section 798.17.

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

(Amended by Stats. 1994, Chap. 340 (SB 1510, Lewis), eff. 1/1/1995)

ARTICLE 6 - TERMINATION OF TENANCY

798.55 LEGISLATIVE INTENT; TERMINATION FOR CAUSE; 60-DAY NOTICE

- (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of mobilehomes occupied within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.
- (b) (1) The management may not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner, in the manner prescribed by Section 1162 of the Code of Civil Procedure, to sell or remove, at the homeowner's election, the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner. The copy may be sent by regular mail or by certified or registered mail with return receipt requested, at the option of the management.
- (2) The homeowner shall pay past due rent and utilities upon the sale of a mobilehome pursuant to paragraph (1).
- (c) If the homeowner has not paid the rent due within three days after notice to the homeowner, and if the first notice was not sent by certified or registered mail with return receipt requested, a copy of the notice shall again be sent to the legal owner, each junior lienholder, and the registered owner, if other than the homeowner, by certified or registered mail with return receipt requested within 10 days after notice to the homeowner. Copies of the notice shall be addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.
- (d) If management obtains a court judgment against a homeowner or resident, the cost incurred by management in obtaining a title search for the purpose of complying with the notice requirements of this section shall be recoverable as a cost of suit.
- (e) The resident of a mobilehome that remains in the mobilehome park after service of the notice to sell or remove the mobilehome shall continue to be subject to this chapter and the rules and regulations of the park, including rules regarding maintenance of the space.
- (f) No lawful act by the management to enforce this chapter or the rules and regulations of the park may be deemed or construed to waive or otherwise affect the notice to remove the mobilehome.

(Amended by Stats. 2005, Chap. 24 (SB 125, Dutton), eff. 1/1/2006)

The following intent language appears in Section 4 of AB 682 (Chap. 561, Stat. 2003) but not in this code:

"This act is not intended to affect park management's existing rights and remedies to recover unpaid rent, utility charges, or reasonable incidental charges, and may not be construed to provide for an exclusive remedy."

798.56 SEVEN AUTHORIZED REASONS FOR TERMINATION OF TENANCY

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

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

- (b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.
- (c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.
- (2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.
- (d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

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

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

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

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

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

- (3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health & Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.
- (4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.
- (5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

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

- (6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:
 - (A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.
 - (B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.
 - (C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

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

- (f) Condemnation of the park.
- (g) Change of use of the park or any portion thereof, provided:
 - (1) The management gives the homeowners at least 15 days' written notice that the management

will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

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

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

- (3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.
- (4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.
- (5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.
- (h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.
- (i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

(Amended by Stats. 2003, Chap. 85 (AB 805, Diaz) and Chap. 388 (AB 767, Nakano), eff. 1/1/2004)

798.56a NOTICE REQUIREMENT OF LEGAL OWNER/JUNIOR LIENHOLDER

- (a) Within 60 days after receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy pursuant to any reason provided in Section 798.56, the legal owner, if any, and each junior lienholder, if any, shall notify the management in writing of at least one of the following:
 - (1) Its offer to sell the obligation secured by the mobilehome to the management for the amount specified in its written offer. In that event, the management shall have 15 days following receipt of the offer to accept or reject the offer in writing. If the offer is rejected, the person or entity that made the offer shall have 10 days in which to exercise one of the other options contained in this section and shall notify management in writing of its choice.
 - (2) Its intention to foreclose on its security interest in the mobilehome.
 - (3) Its request that management pursue termination of tenancy against the homeowner and its offer to reimburse management for the reasonable attorney's fees and court costs incurred by the management in that action. If this request and offer are made, the legal owner, if any, or junior lienholder, if any, shall reimburse the management the amount of reasonable attorney's fees and court costs, as agreed upon by the management and the legal owner or junior lienholder, incurred by the management in an action to terminate the homeowner's tenancy,

on or before the earlier of (A) the 60th calendar day following receipt of written notice from the management of the aggregate amount of those reasonable attorney's fees and costs or (B) the date the mobilehome is resold.

- (b) A legal owner, if any, or junior lienholder, if any, may sell the mobilehome within the park to a third party and keep the mobilehome on the site within the mobilehome park until it is resold only if all of the following requirements are met:
 - (1) The legal owner, if any, or junior lienholder, if any, notifies management in writing of the intention to exercise either option described in paragraph (2) or (3) of subdivision (a) within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy and satisfies all of the responsibilities and liabilities of the homeowner owing to the management for the 90 days preceding the mailing of the notice of termination of tenancy and then continues to satisfy these responsibilities and liabilities as they accrue from the date of the mailing of that notice until the date the mobilehome is resold.
 - (2) Within 60 days following receipt of, or no later than 65 days after the mailing of, the notice of termination of tenancy, the legal owner or junior lienholder commences all repairs and necessary corrective actions so that the mobilehome complies with park rules and regulations in existence at the time the notice of termination of tenancy was given as well as the health and safety standards specified in Sections 18550, 18552, and 18605 of the Health and Safety Code, and completes these repairs and corrective actions within 90 calendar days of that notice, or before the date that the mobilehome is sold, whichever is earlier.
 - (3) The legal owner, if any, or junior lienholder, if any, complies with the requirements of Article 7 (commencing with Section 798.70) as it relates to the transfer of the mobilehome to a third party.
- (c) For purposes of subdivision (b), the "homeowner's responsibilities and liabilities" means all rents, utilities, reasonable maintenance charges of the mobilehome and its premises, and reasonable maintenance of the mobilehome and its premises pursuant to existing park rules and regulations.
- (d) If the homeowner files for bankruptcy, the periods set forth in this section are tolled until the mobilehome is released from bankruptcy.
- (e) Notwithstanding any other provision of law, including, but not limited to, Section 18099.5 of the Health and Safety Code, if neither the legal owner nor a junior lienholder notifies the management of its decision pursuant to subdivision (a) within the period allowed, or performs as agreed within 30 days, or if a registered owner of a mobilehome, that is not encumbered by a lien held by a legal owner or a junior lienholder, fails to comply with a notice of termination and is either legally evicted or vacates the premises, the management may either remove the mobilehome from the premises and place it in storage or store it on its site. In this case, notwithstanding any other provision of law, the management shall have a warehouse lien in accordance with Section 7209 of the Commercial Code against the mobilehome for the costs of dismantling and moving, if appropriate, as well as storage, that shall be superior to all other liens, except the lien provided for in Section 18116.1 of the Health and Safety Code, and may enforce the lien pursuant to Section 7210 of the Commercial Code either after the date of judgment in an unlawful detainer action or after the date the mobilehome is physically vacated by the resident, whichever occurs earlier. Upon completion of any sale to enforce the warehouse lien in accordance with Section 7210 of the Commercial Code, the management shall provide the purchaser at the sale with evidence of the sale, as shall be specified by the Department of Housing and Community Development, that shall, upon proper request by the

purchaser of the mobilehome, register title to the mobilehome to this purchaser, whether or not there existed a legal owner or junior lienholder on this title to the mobilehome.

- (f) All written notices required by this section shall be sent to the other party by certified or registered mail with return receipt requested.
- (g) Satisfaction, pursuant to this section, of the homeowner's accrued or accruing responsibilities and liabilities shall not cure the default of the homeowner.

(Amended by Stats. 2010, Chap. 610 (SB 2762, Committee on Housing and Community Development), eff. 1/1/2011)

798.57 STATEMENT OF REASONS IN NOTICE

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

(Enacted by Stats. 1978, Chap. 1031 (SB 2119, Mills), eff. 1/1/1979)

798.58 NO TERMINATION TO MAKE SPACE FOR PARK OWNER'S BUYER

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

(Amended by Stats. 2002, Chap. 672 (SB 1410, Chesbro), eff. 1/1/2003)

798.59 60-DAY NOTICE BY RESIDENT OF TERMINATION

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

(Amended by Stats. 1982, Chap. 1397 (AB 2429, Cortese), eff. 1/1/1983)

798.60 APPLICATION OF OTHER UNLAWFUL DETAINER LAWS

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

(Amended by Stats. 1978, Chap. 1033 (SB 2120, Mills), eff. 1/1/1979)

798.61 ABANDONED MOBILEHOMES - PROCEDURES

- (a) (1) As used in this section, "abandoned mobilehome" means a mobilehome about which all of the following are true:
 - (A) It is located in a mobilehome park on a site for which no rent has been paid to the management for the preceding 60 days.
 - (B) It is unoccupied.
 - (C) A reasonable person would believe it to be abandoned.
- (2) For purposes of this section:
 - (A) "Mobilehome" shall include a trailer coach, as defined in Section 635 of the Vehicle Code, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code, if the trailer coach or recreational vehicle also satisfies the requirements of paragraph (1),

including being located on any site within a mobilehome park, even if the site is in a separate designated section pursuant to Section 18215 of the Health and Safety Code.

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

- (b) After determining a mobilehome in a mobilehome park to be an abandoned mobilehome, the management shall post a notice of belief of abandonment on the mobilehome for not less than 30 days, and shall deposit copies of the notice in the United States mail, postage prepaid, addressed to the homeowner at the last known address and to any known registered owner, if different from the homeowner, and to any known holder of a security interest in the abandoned mobilehome. This notice shall be mailed by registered or certified mail with a return receipt requested.
- (c) Thirty or more days following posting pursuant to subdivision (b), the management may file a petition in the superior court in the county in which the mobilehome park is located, for a judicial declaration of abandonment of the mobilehome. A proceeding under this subdivision is a limited civil case. Copies of the petition shall be served upon the homeowner, any known registered owner, and any known person having a lien or security interest of record in the mobilehome by posting a copy on the mobilehome and mailing copies to those persons at their last known addresses by registered or certified mail with a return receipt requested in the United States mail, postage prepaid.
- (d)
 - (1) Hearing on the petition shall be given precedence over other matters on the court's calendar.
 - (2) If, at the hearing, the petitioner shows by a preponderance of the evidence that the criteria for an abandoned mobilehome has been satisfied and no party establishes an interest therein at the hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award attorney's fees and costs to the petitioner. For purposes of this subdivision, an interest in the mobilehome shall be established by evidence of a right to possession of the mobilehome or a security or ownership interest in the mobilehome.
 - (3) A default may be entered by the court clerk upon request of the petitioner, and a default judgment shall be thereupon entered, if no responsive pleading is filed within 15 days after service of the petition by mail.
- (e)
 - (1) Within 10 days following a judgment of abandonment, the management shall enter the abandoned mobilehome and complete an inventory of the contents and submit the inventory to the court.
 - (2) During this period the management shall post and mail notice of intent to sell the abandoned mobilehome and its contents under this section, and announcing the date of sale, in the same manner as provided for the notice of determination of abandonment under subdivision (b).
 - (3) At any time prior to the sale of a mobilehome under this section, any person having a right to possession of the mobilehome may recover and remove it from the premises upon payment to the management of all rent or other charges due, including reasonable costs of storage and other costs awarded by the court. Upon receipt of this payment and removal of the mobilehome from the premises pursuant to this paragraph, the management shall immediately file an acknowledgment of satisfaction of judgment pursuant to Section 724.030 of the Code of Civil Procedure.
- (f) Following the judgment of abandonment, but not less than 10 days following the notice of sale

specified in subdivision (e), the management may conduct a public sale of the abandoned mobilehome and its contents. The management may bid at the sale and shall have the right to offset its bids to the extent of the total amount due it under this section. The proceeds of the sale shall be retained by the management, but any unclaimed amount thus retained over and above the amount to which the management is entitled under this section shall be deemed abandoned property and shall be paid into the treasury of the county in which the sale took place within 30 days of the date of the sale. The former homeowner or any other owner may claim any or all of that unclaimed amount within one year from the date of payment to the county by making application to the county treasurer or other official designated by the county. If the county pays any or all of that unclaimed amount to a claimant, neither the county nor any officer or employee of the county is liable to any other claimant as to the amount paid.

- (g) Within 30 days of the date of the sale, the management shall submit to the court an accounting of the moneys received from the sale and the disposition of the money and the items contained in the inventory submitted to the court pursuant to subdivision (e).
- (h) The management shall provide the purchaser at the sale with a copy of the judgment of abandonment and evidence of the sale, as shall be specified by the State Department of Housing and Community Development or the Department of Motor Vehicles, which shall register title in the abandoned mobilehome to the purchaser upon presentation thereof. The sale shall pass title to the purchaser free of any prior interest, including any security interest or lien, except the lien provided for in Section 18116.1 of the Health & Safety Code, in the abandoned mobilehome.

(Amended by Stats. 2003, Chap. 449 (AB 1712, Committee on Judiciary), eff. 1/1/2004)

ARTICLE 7 - TRANSFER OF MOBILEHOME OR MOBILEHOME PARK

798.70 "FOR SALE" SIGNS

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

(Amended by Stats. 1993, Chap. 329 (SB 293, Craven), eff. 1/1/1994)

798.71 MANAGEMENT SHOWING OR LISTING – PROHIBITIONS

- (a) (1) The management shall not show or list for sale a manufactured home or mobilehome without

first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.

- (2) Management may require that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale. If management requires that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale, failure to comply with this requirement does not invalidate a transfer.
- (b) The management shall prohibit neither the listing nor the sale of a manufactured home or mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other than the management.
- (c) The management shall not require the selling homeowner, or an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, to authorize the management or any other specified broker, dealer, or person to act as the agent in the sale of a manufactured home or mobilehome as a condition of resale of the home in the park or of management's approval of the buyer or prospective homeowner for residency in the park.
- (d) The management shall not require a homeowner, who is replacing a mobilehome or manufactured home on a space in the park, in which he or she resides, to use a specific broker, dealer, or other person as an agent in the purchase of or installation of the replacement home.
- (e) Nothing in this section shall be construed as affecting the provisions of the Health and Safety Code governing the licensing of manufactured home or mobilehome salespersons or dealers.

(Amended by Stats. 2009, Chap. 66 (SB 804, Leno), eff. 1/1/2010)

798.72 NO TRANSFER OR SELLING FEE

- (a) The management shall not charge a homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person a transfer or selling fee as a condition of a sale of his mobilehome within a park unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale unless so requested, in writing, by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person.
- (b) The management shall not charge a prospective homeowner or his or her agent, upon purchase of a mobilehome, a fee as a condition of approval for residency in a park unless the management performs a specific service in the sale. The management shall not impose a fee, other than for a credit check in accordance with subdivision (b) of Section 798.74, for an interview of a prospective homeowner.

(Amended by Stats. 1989, Chap. 745 (AB 1914, N.Waters), eff. 1/1/1990)

798.73 REMOVAL OF MOBILEHOME UPON SALE TO THIRD PARTY

The management shall not require the removal of a mobilehome from the park in the event of the sale of the mobilehome 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.
- (e) The management shall not require a mobilehome to be removed from the park, pursuant to this section, unless the management has provided to the homeowner notice particularly specifying the condition that permits the removal of the mobilehome.

(Amended by Stats. 2008, Chap. 179 (SB 1498, Committee on Judiciary), eff. 1/1/2009)

The following intent language appears in Section 3 of AB 682 (Chap. 561, Stat. 2004) but not in this code:

"This act is not intended to provide the purchaser of a mobilehome a right to a tenancy in a mobilehome park when the selling tenant has had his or her tenancy terminated pursuant to subdivision (f) or (g) of Section 798.56 of the Civil Code."

The following intent language appears in Section 4 of AB 682 (Chap. 561, Stat. 2004) but not in this code:

"This act is not intended to affect park management's existing rights and remedies to recover unpaid rent, utility charges, or reasonable incidental charges, and may not be construed to provide for an exclusive remedy."

798.73.5 HOME UPGRADES ON RESALE

- (a) In the case of a sale or transfer of a mobilehome that will remain in the park, the management may only require repairs or improvements to the mobilehome, its appurtenances, or an accessory structure that meet all of the following conditions:
 - (1) Except as provided by Section 798.83, the repair or improvement is to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.
 - (2) The repair or improvement is based upon or is required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation of the mobilehome park that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes.

- (3) The repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.
- (b) The management, in the case of sale or transfer of a mobilehome that will remain in the park, shall provide a homeowner with a written summary of repairs or improvements that management requires to the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management no later than 10 business days following the receipt of a request for this information, as part of the notice required by Section 798.59. This summary shall include specific references to park rules and regulations, local ordinances, and state statutes and regulations relating to mobilehomes upon which the request for repair or improvement is based.
- (c) The provisions of this section enacted at the 1999–2000 Regular Session of the Legislature are declarative of existing law as they pertain to allowing park management to enforce park rules and regulations; these provisions specifically limit repairs and improvements that can be required of a homeowner by park management at the time of sale or transfer to the same repairs and improvements that can be required during any other time of a residency.

(Added by Stats. 2000, Chap. 554 (AB 2239, Corbett), eff. 1/1/2001)

798.74 MANAGEMENT APPROVAL OF BUYER; CREDIT RATING REFUND

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

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

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

- (b) If the management collects a fee or charge from a prospective purchaser of a mobilehome in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that mobilehome purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the date of rejection. If the prospective purchaser is approved by the management, but, for whatever reason,

the prospective purchaser elects not to purchase the mobilehome, the management may retain the fee or a portion thereof, to defray its administrative costs under this section.

(Amended by Stats. 1990, Chap. 645 (SB 2340, Kopp), eff. 1/1/1991)

798.74.4 MOBILEHOME RESALE DISCLOSURE TO NEW BUYER

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

(Added by Stats. 2003, Chap. 249 (SB 116, Dunn), eff. 1/1/2004)

798.74.5 RENT DISCLOSURE TO PROSPECTIVE HOMEOWNERS

- (a) Within two business days of receiving a request from a prospective homeowner for an application for residency for a specific space within a mobilehome park, if the management has been advised that the mobilehome occupying that space is for sale, the management shall give the prospective homeowner a separate document in at least 12-point type entitled "INFORMATION FOR PROSPECTIVE HOMEOWNERS," which includes the following statements:

"As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \$_____ (must be completed by the management) for space number _____ (must be completed by the management). Additional information regarding future rent or fee increases may also be provided.

In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

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

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. These laws are commonly known as "rent control." Prospective purchasers who do not occupy the mobilehome as their principal residence may be subject to rent levels which are not governed by these laws. (Civil Code Section 798.21) Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75)

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74)

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: _____

Signature of Park Manager: _____

Acknowledge Receipt by Prospective Homeowner: _____

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

(Amended by Stats. 2012, Chap. 337 (AB 317, Calderon), eff. 10/1/2013)

798.75 RENTAL AGREEMENT REQUIRED FOR PARK OCCUPANCY

- (a) An escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a copy of either a fully executed rental agreement or a statement signed by the park's management and the prospective homeowner that the parties have agreed to the terms and conditions of a rental agreement.
- (b) In the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy.
- (c) In the event that an occupant of a mobilehome has no rights of tenancy and is not otherwise entitled to occupy the mobilehome pursuant to this chapter, the occupant is considered an unlawful occupant if, after a demand is made for the surrender of the mobilehome park site, for a period of five days, the occupant refuses to surrender the site to the mobilehome park management. In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure.
- (d) The occupant of the mobilehome shall not be considered an unlawful occupant and shall not be subject to the provisions of subdivision (c) if all of the following conditions are present:
 - (1) The occupant is the registered owner of the mobilehome.
 - (2) The management has determined that the occupant has the financial ability to pay the rent and charges of the park, will comply with the rules and regulations of the park, based on the occupant's prior tenancies, and will comply with this article.
 - (3) The management failed or refused to offer the occupant a rental agreement.

(Amended by Stats. 1990, Chap. 645 (SB 2340, Kopp), eff. 1/1/1991)

798.75.5 MOBILEHOME PARK DISCLOSURE FORM

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

(see next page)

2014 CALIFORNIA MOBILEHOME RESIDENCY LAW

Mobilehome Park Rental Agreement Disclosure Form

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS _____ LOCATED AT _____

park name _____ park address _____
 IN THE CITY OF _____ COUNTY OF _____

STATE OF CALIFORNIA.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF (date) _____ IN COMPLIANCE WITH SECTION 798.75.5 OF THE CIVIL CODE.

IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/ LESSEE OF THE SPACE TO BE RENTED OR LEASED OR OF THE PARK, INCLUDING ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME PARK MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

A. Park or common area facilities?	B. Does the park contain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?		F. Is there any substantial, uncorrected damage to the facility from fire, flood, earthquake, or landslides?		G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?		H. Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this park common area facility?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Clubhouse														
Walkways														
Streets, roads and access														
Electric utility system														
Water utility system														
Gas utility System														
Common area lighting system														
Septic or sewer system														
Playground														
RV storage														
Parking areas														
Swimming pool														
Spa pool														
Laundry														
Other common area facilities*														

*If there are other important park or common area facilities, please specify (attach additional sheets if necessary): _____

If any item in C is checked "no", or any item in D, E, F, G, or H is checked "yes", please explain (attach additional sheets if necessary): _____

2014 CALIFORNIA MOBILEHOME RESIDENCY LAW

The mobilehome park owner/park manager states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three days prior to execution of a rental agreement and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner/manager.

Park Owner/Manager: _____ By: _____ Date: _____
print name signature

I/WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner

Lessee _____ Park Owner/Manager _____ Date: _____
Title

Prospective Homeowner

Lessee _____ Park Owner/Manager _____ Date: _____
Title

(Added by Stats 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

798.76 SENIOR ONLY RESTRICTIONS

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

(Amended by Stats. 1996, Chap. 61 (SB 1585, Craven), eff. 6/10/1996)

798.77 NO WAIVER OF RIGHTS

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

(Amended by Stats. 1983, Chap. 519 (AB 1052, Bader), eff. 1/1/1984)

798.78 RIGHTS OF HEIR OR JOINT TENANT OF OWNER

- (a) An heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death shall have the right to sell the mobilehome to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the mobilehome and its premises which have arisen after the death of the homeowner have been satisfied as they have accrued pursuant to the rental agreement in effect at the time of the death of the homeowner up until the date the mobilehome is resold.
- (b) In the event that the heir, joint tenant, or personal representative of the estate does not satisfy the requirements of subdivision (a) with respect to the satisfaction of the homeowner's responsibilities and liabilities to the management which accrue pursuant to the rental agreement in effect at the time of the death of the homeowner, the management shall have the right to require the removal of the mobilehome from the park.
- (c) Prior to the sale of a mobilehome by an heir, joint tenant, or personal representative of the estate, that individual may replace the existing mobilehome with another mobilehome, either new or used, or repair the existing mobilehome so that the mobilehome to be sold complies with health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder. In the event the mobilehome is to be replaced, the

replacement mobilehome shall also meet current standards of the park as contained in the park's most recent written requirements issued to prospective homeowners.

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

(Amended by Stats. 1989, Chap. 745 (AB 1914, N.Waters), eff. 1/1/1990)

798.79 REPOSSESSION OF MOBILEHOME; SALE TO THIRD PARTY

- (a) Any legal owner or junior lienholder who forecloses on his or her security interest in a mobilehome located in a mobilehome park shall have the right to sell the mobilehome within the park to a third party in accordance with this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of a mobilehome and its premises are satisfied by the foreclosing creditor as they accrue through the date the mobilehome is resold.
- (b) In the event the legal owner or junior lienholder has received from the management a copy of the notice of termination of tenancy for nonpayment of rent or other charges, the foreclosing creditor's right to sell the mobilehome within the park to a third party shall also be governed by Section 798.56a.

(Amended by Stats. 1991, Chap. 190 (AB 600, Chacon), eff. 1/1/1992)

798.80 SALE OF PARK - NOTICE BY MANAGEMENT

- (a) Not less than 30 days nor more than one year prior to an owner of a mobilehome park entering into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offering to sell the park to any party, the owner shall provide written notice of his or her intention to sell the mobilehome park by first-class mail or by personal delivery to the president, secretary, and treasurer of any resident organization formed by homeowners in the mobilehome park as a nonprofit corporation, pursuant to Section 23701v of the Revenue & Taxation Code, stock cooperative corporation, or other entity for purposes of converting the mobilehome park to condominium or stock cooperative ownership interests and for purchasing the mobilehome park from the management of the mobilehome park. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.
- (b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:
 - (1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.
 - (2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.
 - (3) The resident organization has furnished the park owner or park manager a written notice,

within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

- (c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although a violation shall subject the seller to civil action pursuant to Article 8 (commencing with Section 798.84) by homeowner residents of the park or resident organization.
- (d) Nothing in this section affects the ability of a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, to collect a commission pursuant to an executed contract between the broker and the mobilehome park owner.
- (e) Subdivision (a) does not apply to any of the following:
 - (1) Any sale or other transfer by a park owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.
 - (2) Any transfer by gift, devise, or operation of law.
 - (3) Any transfer by a corporation to an affiliate. As used in this paragraph, "affiliate" means any shareholder of the transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.
 - (4) Any transfer by a partnership to any of its partners.
 - (5) Any conveyance resulting from the judicial or nonjudicial foreclosure of a mortgage or deed of trust encumbering a mobilehome park or any deed given in lieu of such a foreclosure.
 - (6) Any sale or transfer between or among joint tenants or tenants in common owning a mobilehome park.
 - (7) The purchase of a mobilehome park by a governmental entity under its powers of eminent domain.

(Amended by Stats. 1994, Chap. 219 (AB 1280, Craven), eff. 1/1/1995)

798.81 LISTING OR SALES - PROHIBITIONS

The management 1) shall not prohibit the listing or sale of a used mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other than the management, 2) nor require the selling homeowner to authorize the management to act as the agent in the sale of a mobilehome as a condition of approval of the buyer or prospective homeowner for residency in the park.

(Amended by Stats. 1989, Chap. 745 (AB 1914, N.Waters), eff. 1/1/1990)

798.82 SCHOOL IMPACT FEE DISCLOSURE

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

(Added by Stats. 1994, Chap. 983 (SB 1461, Craven), eff. 1/1/1995)

798.83 HOMEOWNER REPAIR OF THE SPACE

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

(Added by Stats. 1997, Chap. 367 (AB 672, Honda), eff. 1/1/1998)

ARTICLE 8 - ACTIONS, PROCEEDINGS, AND PENALTIES

798.84 NOTICE OF LAWSUIT FOR FAILURE TO MAINTAIN

- (a) No action based upon the management's alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service may be commenced by a homeowner unless the management has been given at least 30 days' prior notice of the intention to commence the action.
- (b) The notice shall be in writing, signed by the homeowner or homeowners making the allegations, and shall notify the management of the basis of the claim, the specific allegations, and the remedies requested. A notice by one homeowner shall be deemed to be sufficient notice of the specific allegation to the management of the park by all of the homeowners in the park.
- (c) The notice may be served in the manner prescribed in Chapter 5 (commencing with Section 1010) of Title 14 of Part 2 of the Code of Civil Procedure.
- (d) For purposes of this section, management shall be deemed to be notified of an alleged failure to maintain the physical improvements in the common facilities in good working order or condition or of an alleged reduction of services upon substantial compliance by the homeowner or homeowners with the provisions of subdivisions (b) and (c), or when management has been notified of the alleged failure to maintain or the alleged reduction of services by a state or local agency.
- (e) If the notice is served within 30 days of the expiration of the applicable statute of limitations, the time for the commencement of the action shall be extended 30 days from the service of the notice.
- (f) This section does not apply to actions for personal injury or wrongful death.

(Added by stats. 1988, Chap. 1592 (AB 4012, Costa), eff. 1/1/1989)

798.85 ATTORNEY'S FEES AND COSTS

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

(Amended by Stats. 1983, Chap. 519 (AB 1052, Bader), eff. 1/1/1984)

798.86 MANAGEMENT PENALTY FOR WILLFUL VIOLATION

- (a) If a homeowner or former homeowner of a park is the prevailing party in a civil action, including a small claims court action, against the management to enforce his or her rights under this chapter, the homeowner, in addition to damages afforded by law, may, in the discretion of the court, be

awarded an amount not to exceed two thousand dollars (\$2,000) for each willful violation of this chapter by the management.

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

(Amended by Stats. 2003, Chap. 98 (AB 693, Corbett), eff. 1/1/2004)

798.87 PUBLIC NUISANCES AND ABATEMENT

- (a) The substantial failure of the management to provide and maintain physical improvements in the common facilities in good working order and condition shall be deemed a public nuisance. Notwithstanding Section 3491, such a nuisance may only be remedied by a civil action or abatement.
- (b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding Section 3491, this nuisance may only be remedied by a civil action or abatement.
- (c) A civil action pursuant to this section may be brought by a park resident, the park management, or in the name of the people of the State of California, by any of the following:
 - (1) The district attorney or the county counsel of the jurisdiction in which the park, or the greater portion of the park, is located.
 - (2) The city attorney or city prosecutor if the park is located within the jurisdiction of the city.
 - (3) The Attorney General.

(Amended by Stats. 2002, Chap. 141 (AB 2382, Corbett), eff. 1/1/2003)

798.88 Sec. 1 INJUNCTION FOR VIOLATION OF PARK RULES

- (a) In addition to any right under Article 6 (commencing with Section 798.55) to terminate the tenancy of a homeowner, any person in violation of a reasonable rule or regulation of a mobilehome park may be enjoined from the violation as provided in this section.
- (b) A petition for an order enjoining a continuing or recurring violation of any reasonable rule or regulation of a mobilehome park may be filed by the management thereof within the limited jurisdiction of the superior court for the county in which the mobilehome park is located. At the time of filing the petition, the petitioner may obtain a temporary restraining order in accordance with subdivision (a) of Section 527 of the Code of Civil Procedure. A temporary order restraining the violation may be granted, with notice, upon the petitioner's affidavit showing to the satisfaction of the court reasonable proof of a continuing or recurring violation of a rule or regulation of the mobilehome park by the named homeowner or resident and that great or irreparable harm would result to the management or other homeowners or residents of the park from continuance or recurrence of the violation.
- (c) A temporary restraining order granted pursuant to this subdivision shall be personally served upon the respondent homeowner or resident with the petition for injunction and notice of hearing thereon. The restraining order shall remain in effect for a period not to exceed 15 days, except as modified or sooner terminated by the court.
- (d) Within 15 days of filing the petition for an injunction, a hearing shall be held thereon. If the court,

by clear and convincing evidence, finds the existence of a continuing or recurring violation of a reasonable rule or regulation of the mobilehome park, the court shall issue an injunction prohibiting the violation. The duration of the injunction shall not exceed three years.

- (e) However, not more than three months prior to the expiration of an injunction issued pursuant to this section, the management of the mobilehome park may petition under this section for a new injunction where there has been recurring or continuous violation of the injunction or there is a threat of future violation of the mobilehome park's rules upon termination of the injunction.
- (f) Nothing shall preclude a party to an action under this section from appearing through legal counsel or in propria persona.
- (g) The remedy provided by this section is nonexclusive and nothing in this section shall be construed to preclude or limit any rights the management of a mobilehome park may have to terminate a tenancy.
- (h) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

(Amended by Stats. 2012, Chap. 99 (AB 2272, Wagner), eff. 1/1/2013)

(Legislative intent: This three-year sunset will arguably provide the Legislature with the opportunity to re-evaluate this bill to ensure that the stated goal of encouraging a park owner to pursue a lesser remedy against a resident of a mobilehome park instead of eviction is actually reached without negative unintended consequences.)

798.88 Sec. 2 INJUNCTION FOR VIOLATION OF PARK RULES

- (a) In addition to any right under Article 6 (commencing with Section 798.55) to terminate the tenancy of a homeowner, any person in violation of a reasonable rule or regulation of a mobilehome park may be enjoined from the violation as provided in this section.
- (b) A petition for an order enjoining a continuing or recurring violation of any reasonable rule or regulation of a mobilehome park may be filed by the management thereof with the superior court for the county in which the mobilehome park is located. At the time of filing the petition, the petitioner may obtain a temporary restraining order in accordance with subdivision (a) of Section 527 of the Code of Civil Procedure. A temporary order restraining the violation may be granted, with notice, upon the petitioner's affidavit showing to the satisfaction of the court reasonable proof of a continuing or recurring violation of a rule or regulation of the mobilehome park by the named homeowner or resident and that great or irreparable harm would result to the management or other homeowners or residents of the park from continuance or recurrence of the violation.
- (c) A temporary restraining order granted pursuant to this subdivision shall be personally served upon the respondent homeowner or resident with the petition for injunction and notice of hearing thereon. The restraining order shall remain in effect for a period not to exceed 15 days, except as modified or sooner terminated by the court.
- (d) Within 15 days of filing the petition for an injunction, a hearing shall be held thereon. If the court, by clear and convincing evidence, finds the existence of a continuing or recurring violation of a reasonable rule or regulation of the mobilehome park, the court shall issue an injunction prohibiting the violation. The duration of the injunction shall not exceed three years.
- (e) However, not more than three months prior to the expiration of an injunction issued pursuant to this section, the management of the mobilehome park may petition under this section for a new injunction where there has been recurring or continuous violation of the injunction or there is a threat of future violation of the mobilehome park's rules upon termination of the injunction.

- (f) Nothing shall preclude a party to an action under this section from appearing through legal counsel or in propria persona.
- (g) The remedy provided by this section is nonexclusive and nothing in this section shall be construed to preclude or limit any rights the management of a mobilehome park may have to terminate a tenancy.
- (h) This section shall become operative on January 1, 2016.

(Added by Stats. 2012, Chap. 99 (AB 2272, Wagner), eff. 1/1/2013)

Note

Civil Code 798.88 is amended in two Sections. SECTION 1: Until Jan.1, 2016, a mobilehome park may file a request for injunctive relief within the limited jurisdiction of a superior court. SECTION 2: If there are no amendments to this section before Jan. 1, 2016, then CC 798.88 will revert to the previous version of the law that restricted the use of injunctive relief to the unlimited jurisdiction of the superior court.

ARTICLE 9

SUBDIVISIONS, COOPERATIVES, CONDOMINIUMS & RESIDENT-OWNED PARKS

799 DEFINITIONS

As used in this article:

- (a) "Ownership or management" means the ownership or management of a subdivision, cooperative, or condominium for mobilehomes, or of a resident-owned mobilehome park.
- (b) "Resident" means a person who maintains a residence in a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park.
- (c) "Resident-owned mobilehome park" means any entity other than a subdivision, cooperative, or condominium for mobilehomes, through which the residents have an ownership interest in the mobilehome park.

(Amended by Stats. 1997, Chap. 72 (SB 484, Craven), eff. 1/1/1998)

799.1 RIGHTS GOVERNED

- (a) Except as provided in subdivision (b), this article shall govern the rights of a resident who has an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park in which his or her mobilehome is located or installed. In a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, Articles 1(commencing with Section 798) to Article 8 (commencing with Section 798.84), inclusive, shall apply only to a resident who does not have an ownership interest in the subdivision, cooperative, or condominium for mobilehomes, or the resident-owned mobilehome park, in which his or her mobilehome is located or installed.
- (b) Notwithstanding subdivision (a), in a mobilehome park owned and operated by a nonprofit mutual benefit corporation, established pursuant to Section 11010.8 of the Business and Professions Code, whose members consist of park residents where there is no recorded subdivision declaration or condominium plan, Article 1 (commencing with Section 798) to Article 8 (commencing with Section 798.84), inclusive, shall govern the rights of members who are residents that rent their space from the corporation.

(Amended by Stats. 2012, Chap. 492 (SB 1421, Correa), eff. 9/23/2012)

799.1.5 ADVERTISING SALE OF HOME; "FOR SALE" SIGNS

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

(Amended by Stats. 2005, Chap. 22 (SB 1108, Committee on Judiciary), eff. 1/1/2006)

799.2 LISTING OR SHOWING OF HOME BY PARK MANAGEMENT

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

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

(Amended by Stats. 1983, Chap. 519 (AB 1052, Bader), eff. 1/1/1984)

799.2.5 MANAGEMENT ENTRY INTO HOME

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

(Amended by Stats. 2006, Chap. 538 (SB 1852, Committee on Judiciary), eff. 1/1/2007)

799.3 REMOVAL OF MOBILEHOME UPON THIRD PARTY SALE

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

(Amended by Stats. 1997, Chap. 72 (SB 484, Craven), eff. 1/1/1998)

799.4 WITHHOLDING PRIOR APPROVAL OF PURCHASER

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

(Amended by Stats. 1997, Chap. 72 (SB 484, Craven), eff. 1/1/1998)

799.5 SENIOR-ONLY RESTRICTIONS

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

(Amended by Stats. 1997, Chap. 72 (SB 484, Craven), eff. 1/1/1998)

799.6 NO WAIVER OF RIGHTS

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

(Amended by Stats. 1983, Chap. 519 (AB 1052, Bader), eff. 1/1/1984)

799.7 NOTICE OF UTILITY INTERRUPTION

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

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

(Amended by Stats. 1997, Chap. 72 (SB 484, Craven), eff. 1/1/1998)

799.8 SCHOOL IMPACT FEE DISCLOSURE

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

(Added by Stats. 1994, Chap. 983 (SB 1461, Craven), eff. 1/1/1995)

799.9 CAREGIVERS LIVING WITH HOMEOWNERS

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

(Amended by Stats. 2008, Chap. 170 (SB 1107, Correa), eff. 1/1/2009)

799.10 POLITICAL CAMPAIGN SIGNS

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

(Added by Stats. 2003, Chap. 249 (SB 116, Dunn), eff. 1/1/2004)

☐ The following intent language appears in Section 4 of SB 116 (Chap. 249, Stat. 2004) but not in this code: ☐

"It is the intent of the Legislature that enactment of this bill not affect any other form of political expression by a homeowner or resident of a mobilehome park where that expression is not associated with an election or political campaign."

799.11 INSTALLATION OF ACCOMMODATIONS FOR THE DISABLED

The ownership or management shall not prohibit a homeowner or resident from installing accommodations for the disabled on the home or the site, lot, or space on which the mobilehome is located, including, but not limited to, ramps or handrails on the outside of the home, as long as the installation of those facilities complies with code, as determined by an enforcement agency, and those facilities are installed pursuant to a permit, if required for the installation, issued by the enforcement agency. The management may require that the accommodations installed pursuant to this section be removed by the current homeowner at the time the mobilehome is removed from the park or pursuant to a written agreement between the current homeowner and the management prior to the completion of the resale of the mobilehome in place in the park. This section is not exclusive and shall not be construed to condition, affect, or supersede any other provision of law or regulation relating to accessibility or accommodation for the disabled.

(Added by Stats. 2008, Chap. 170 (SB 1107, Correa), eff. 1/1/2009)

**SELECTED PROVISIONS OF
CALIFORNIA LAW
RELATING TO MOBILEHOMES
and
RECREATIONAL VEHICLES**



SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

MANUFACTURED HOME & MOBILEHOME RESALES DISCLOSURE**CIVIL CODE SEC. 1102****DISCLOSURE ON MOBILEHOME RESALES**

- (a) Except as provided in Section 1102.2, this article applies to any transfer by sale, exchange, installment land sale contract, as defined in Section 2985, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of real property or residential stock cooperative, improved with or consisting of not less than one nor more than four dwelling units.
- (b) Except as provided in Section 1102.2, this article shall apply to a resale transaction entered into on or after January 1, 2000, for a manufactured home, as defined in Section 18007 of the Health and Safety Code, or a mobilehome, as defined in Section 18008 of the Health and Safety Code, which manufactured home or mobilehome is classified as personal property and intended for use as a residence.
- (c) Any waiver of the requirements of this article is void as against public policy.

(Amended by Stats. 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

CIVIL CODE SEC. 1102.1**DISCLOSURE CLARIFICATION**

- (a) In enacting Chapter 817 of the Statutes of 1994, it was the intent of the Legislature to clarify and facilitate the use of the real estate disclosure statement, as specified in Section 1102.6.
 The Legislature intended the statement to be used by transferors making disclosures required under this article and by agents making disclosures required by Section 2079 on the agent's portion of the real estate disclosure statement, in transfers subject to this article. In transfers not subject to this article, agents may make required disclosures in a separate writing. The Legislature did not intend to affect the existing obligations of the parties to a real estate contract, or their agents, to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical conditions of the property and previously received reports of physical inspections noted on the disclosure form set forth in Section 1102.6 or 1102.6a, and that nothing in this article shall be construed to change the duty of a real estate broker or salesperson pursuant to Section 2079.
 It is also the intent of the Legislature that the delivery of a real estate transfer disclosure statement may not be waived in an "as is" sale, as held in *Loughrin v. Superior Court* (1993) 15 Cal. App. 4th 1188.
- (b) In enacting Chapter 677 of the Statutes of 1996, it was the intent of the Legislature to clarify and facilitate the use of the manufactured home and mobilehome transfer disclosure statement applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1102. The Legislature intended the statements to be used by transferors making disclosures required under this article and by agents making disclosures required by Section 2079 on the agent's portion of the disclosure statement and as required by Section 18046 of the Health and Safety Code on the dealer's portion of the manufactured home and mobilehome transfer disclosure statement, in transfers subject to this article. In transfers not subject to this article,

agents may make required disclosures in a separate writing. The Legislature did not intend to affect the existing obligations of the parties to a real estate contract, or their agents, to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical conditions of the property and previously received reports of physical inspections noted on the disclosure form set forth in Section 1102.6 or 1102.6a or to affect the existing obligations of the parties to a manufactured home or mobilehome purchase contract, and nothing in this article shall be construed to change the duty of a real estate broker or salesperson pursuant to Section 2079 or the duty of a manufactured home or mobilehome dealer or salesperson pursuant to Section 18046 of the Health and Safety Code.

It is also the intent of the Legislature that the delivery of a mobilehome transfer disclosure statement may not be waived in an "as is" sale.

- (c) It is the intent of the Legislature that manufactured home and mobilehome dealers and salespersons and real estate brokers and salespersons use the form provided pursuant to Section 1102.6d. It is also the intent of the Legislature for sellers of manufactured homes or mobilehomes who are neither manufactured home dealers or salespersons nor real estate brokers or salespersons to use the Manufactured Home/Mobilehome Transfer Disclosure Statement contained in Section 1102.6d.

(Amended by Stats. 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

CIVIL CODE SEC. 1102.2 WHEN DISCLOSURE NOT APPLICABLE

This article does not apply to the following:

- (a) Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code and transfers which can be made without a public report pursuant to Section 11010.4 of the Business and Professions Code.
- (b) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- (c) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale, transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure, transfers to the legal owner or lienholder of a manufactured home or mobilehome by a registered owner or successor in interest who is in default, or transfers by reason of any foreclosure of a security interest in a manufactured home or mobilehome.
- (d) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer if the trustee is a natural person who is sole trustee of a revocable trust and he or she is a former owner of the property or an occupant in possession of the property within the preceding year.

- (e) Transfers from one co-owner to one or more other co-owners.
- (f) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.
- (g) Transfers between spouses resulting from a judgment of dissolution of marriage or of legal separation or from a property settlement agreement incidental to that judgment.
- (h) Transfers by the Controller in the course of administering Chapter 7 (commencing with Section 1500) of Title 10 of Part 3 of the Code of Civil Procedure.
- (i) Transfers under Chapter 7 (commencing with Section 3691) or Chapter 8 (commencing with Section 3771) of Part 6 of Division 1 of the Revenue and Taxation Code.
- (j) Transfers or exchanges to or from any governmental entity.

(Amended by Stats. 2000, Chap. 135 (AB 2539, Committee on Judiciary), Chap. 135 (2000), eff. 1/1/2001)

CIVIL CODE SEC. 1102.3a MOBILEHOME SALES SUBJECT TO DISCLOSURE

- (a) The transferor of any manufactured home or mobilehome subject to this article shall deliver to the prospective transferee the written statement required by this article, as follows:
 - (1) In the case of a sale, or a lease with an option to purchase, of a manufactured home or mobilehome, involving an agent, as defined in Section 18046 of the Health and Safety Code, as soon as practicable, but no later than the close of escrow for the purchase of the manufactured home or mobilehome.
 - (2) In the case of a sale, or lease with an option to purchase, of a manufactured home or mobilehome, not involving an agent, as defined in Section 18046 of the Health and Safety Code, at the time of execution of any document by the prospective transferee with the transferor for the purchase of the manufactured home or mobilehome.
- (b) With respect to any transfer subject to this section, the transferor shall indicate compliance with this article either on the transfer disclosure statement, any addendum thereto, or on a separate document.
- (c) If any disclosure, or any material amendment of any disclosure, required to be made pursuant to subdivision (b) of Section 1102, is delivered after the execution of an offer to purchase, the transferee shall have three days after delivery in person or five days after delivery by deposit in the mail, to terminate his or her offer by delivery of a written notice of termination to the transferor.

(Added by Stats. 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

CIVIL CODE SEC. 1102.6d MOBILEHOME TRANSFER DISCLOSURE FORM

Except for manufactured homes and mobilehomes located in a common interest development governed by Title 6 (commencing with Section 1351), the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1102 are set forth in, and shall be made on a copy of, the following disclosure form:

(See next page)

2014 - SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

MANUFACTURED HOME AND MOBILEHOME:
TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT

_____ IN THE CITY OF _____, COUNTY OF _____,
_____, STATE OF CALIFORNIA, DESCRIBED AS

YEAR	MAKE	SERIAL #(s)	HCD DECAL # or Equivalent
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THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF _____

DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER, THE SELLER), OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

I.

COORDINATION WITH OTHER DISCLOSURE & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- ☐ Home inspection reports completed pursuant to the contract of sale or receipt for deposit.
- ☐ Additional inspection reports or disclosures: _____

II.

SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether, and on what terms, to purchase the subject Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller ____ is ____ is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across):

____ Range	____ Oven	____ Microwave
____ Dishwasher	____ Trash Compactor	____ Garbage Disposal
____ Burglar Alarm	____ Carbon Monoxide	____ Fire Alarm
	Device(s)	
____ TV Antenna	____ Satellite Dish	____ Intercom
____ Central Heating	____ Central Air Cndtng.	____ Wall/Window Air Cndtng.
____ Evaporative Cooler(s)	____ Sump Pump	____ Water Softner
____ Porch Decking	____ Porch Awning	____ Gazebo
____ Private Sauna	____ Private Spa	____ Spa Locking Safety Cvr
____ Private Hot Tub	____ Hot Tub Locking Cvr	____ Gas/Spa Heater
____ Solar/Spa Heater	____ Gas Water Heater	____ Solar Water Heater
____ Electric Water Heater		____ Bottled Propane
____ Carport Awning		
____ Automatic Garage	____ Attached Garage	____ Detached Garage
____ Door Opener(s)	____ # Remote Controls	____ Window Screens
____ Window Secure Bars	____ Bedroom Window	____ Rain Gutters
____ Earthquake Resistant	Quick Release Mechanism	
____ Bracing System	____ Washer/Dryer Hookups	
Exhaust Fan(s) in _____	220 Volt Wiring in _____	
Fireplace(s) in _____	Gas Starter(s) _____	
Roof(s) and type(s) _____	Roof age (Approximate) _____	
Other _____		

Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ____ Yes ____ No. If yes, then describe. (Attach additional sheets if necessary):

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

____ Yes ____ No. If yes, check appropriate space(s) below:
 ____ Interior Walls, ____ Ceilings, ____ Floors, ____ Exterior Walls, ____ Insulation,
 ____ Roof(s), ____ Windows, ____ Doors, ____ Home Electrical Systems, ____ Plumbing
 ____ Porch or Deck, ____ Porch Steps & Railings, ____ Other Steps & Railings,

2014 - SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

____ Porch Awning, ____ Carport Awning, ____ Other Awnings, ____ Skirting,
____ Home Foundation or Support System, ____ Other Structural Components (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

C. Are you (the Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, or chemical storage tanks on the subject home interior or exterior . . . ____ Yes ____ No
2. Room additions, structural modifications, or other alterations or repairs made without necessary permits . . . ____ Yes ____ No
3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes . . . ____ Yes ____ No
4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system . . . ____ Yes ____ No
5. Drainage or grading problems with the home, space or lot . . . ____ Yes ____ No
6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides . . . ____ Yes ____ No
7. Any notices of abatement or citations against the home or accessory structures being sold with the home . . . ____ Yes ____ No
8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home . . ____ Yes ____ No
9. Neighborhood noise problems or other nuisances . . . ____ Yes ____ No
10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space . . . ____ Yes ____ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

- D. 1. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____
Seller _____ Date _____

III.

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by and Agent in this transaction)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

2014 - SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

☐ Agent notes no items for disclosure.

☐ Agent notes the following items:

Agent

Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

IV.

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Agent who has obtained the offer is other than the Agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.

☐ Agent notes the following items:

Agent

Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V.

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent

Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

Agent

Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI.

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

(Added by Stats. 2010, Chap. 19 (SB 183, Lowenthal), eff. 1/1/2011)

CIVIL CODE SEC. 1102.6e NOTICE OF TRANSFER FEE

If a property being transferred on or after January 1, 2008, is subject to a transfer fee, as defined in Section 1098, the transferor shall provide, at the same time as the transfer disclosure statement required pursuant to Section 1102.6 is provided, an additional disclosure statement containing all of the following:

- (a) Notice that payment of a transfer fee is required upon transfer of the property.
- (b) The amount of the fee required for the asking price of the real property and a description of how the fee is calculated.
- (c) Notice that the final amount of the fee may be different if the fee is based upon a percentage of the final sale price.
- (d) The entity to which funds from the fee will be paid.
- (e) The purposes for which funds from the fee will be used.
- (f) The date or circumstances under which the obligation to pay the transfer fee expires, if any.

(Added by Stats. 2007, Chap. 980 (AB 980, C.Calderon), eff. 1/1/2008)

CIVIL CODE SEC. 1102.9 DISCLOSURE AMENDMENTS

Any disclosure made pursuant to this article may be amended in writing by the transferor or his or her agent, but the amendment shall be subject to Section 1102.3 or 1102.3a.

(Amended by Stats. 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

DISCLOSURE OF NATURAL HAZARDS UPON TRANSFER OF RESIDENTIAL PROPERTY

CIVIL CODE SEC. 1103 APPLICATION OF DISCLOSURE

- (a) Except as provided in Section 1103.1, this article applies to any transfer by sale, exchange, installment land sale contract, as defined in Section 2985, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of any real property described in subdivision (c), or residential stock cooperative, improved with or consisting of not less than one nor more than four dwelling units.
- (b) Except as provided in Section 1103.1, this article shall apply to a resale transaction entered into on or after January 1, 2000, for a manufactured home, as defined in Section 18007 of the Health and Safety Code, that is classified as personal property intended for use as a residence, or a mobilehome, as defined in Section 18008 of the Health and Safety Code, that is classified as personal property intended for use as a residence, if the real property on which the manufactured home or mobilehome is located is real property described in subdivision (c).
- (c) This article shall apply to the transactions described in subdivisions (a) and (b) only if the transferor or his or her agent are required by one or more of the following to disclose the property's location within a hazard zone:
 - (1) A person who is acting as an agent for a transferor of real property that is located within a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency, or the transferor if he or she is acting without an agent, shall disclose to any prospective transferee the fact that the property is located within a special flood hazard area if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within a special flood hazard area.

- (B) The local jurisdiction has compiled a list, by parcel, of properties that are within the special flood hazard area and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the parcel list.
- (2) A person who is acting as an agent for a transferor of real property that is located within an area of potential flooding, designated pursuant to Section 8589.5 of the Government Code, or the transferor if he or she is acting without an agent, shall disclose to any prospective transferee the fact that the property is located within an area of potential flooding if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within an inundation area.
 - (B) The local jurisdiction has compiled a list, by parcel, of properties that are within the inundation area and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the parcel list.
- (3) A transferor of real property that is located within a very high fire hazard severity zone, designated pursuant to Section 51178 of the Government Code, shall disclose to any prospective transferee the fact that the property is located within a very high fire hazard severity zone and is subject to the requirements of Section 51182 of the Government Code if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within a very high fire hazard severity zone.
 - (B) A map that includes the property has been provided to the local agency pursuant to Section 51178 of the Government Code and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the map and any information regarding changes to the map received by the local agency.
- (4) A person who is acting as an agent for a transferor of real property that is located within an earthquake fault zone, designated pursuant to Section 2622 of the Public Resources Code, or the transferor if he or she is acting without an agent, shall disclose to any prospective transferee the fact that the property is located within a delineated earthquake fault zone if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within a delineated earthquake fault zone.
 - (B) A map that includes the property has been provided to the city or county pursuant to Section 2622 of the Public Resources Code and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the map and any information regarding changes to the map received by the county.
- (5) A person who is acting as an agent for a transferor of real property that is located within a seismic hazard zone, designated pursuant to Section 2696 of the Public Resources Code, or the transferor if he or she is acting without an agent, shall disclose to any prospective transferee the fact that the property is located within a seismic hazard zone if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within a seismic hazard zone.
 - (B) A map that includes the property has been provided to the city or county pursuant to

Section 2696 of the Public Resources Code and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the map and any information regarding changes to the map received by the county.

- (6) A transferor of real property that is located within a state responsibility area determined by the board, pursuant to Section 4125 of the Public Resources Code, shall disclose to any prospective transferee the fact that the property is located within a wildland area that may contain substantial forest fire risks and hazards and is subject to the requirements of Section 4291 if either:
 - (A) The transferor, or the transferor's agent, has actual knowledge that the property is within a wildland fire zone.
 - (B) A map that includes the property has been provided to the city or county pursuant to Section 4125 of the Public Resources Code and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the map and any information regarding changes to the map received by the county.

(d) Any waiver of the requirements of this article is void as against public policy.

(Added by Stats. 2004, Chap. 183 (AB 3082, Committee on Judiciary), eff. 1/1/2005)

CIVIL CODE SEC. 1103.1 EXCLUSIONS

- (a) This article does not apply to the following transfers:
 - (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
 - (2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale, or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.
 - (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
 - (4) Transfers from one co-owner to one or more other co-owners.
 - (5) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.
 - (6) Transfers between spouses resulting from a judgment of dissolution of marriage or of legal separation of the parties or from a property settlement agreement incidental to that judgment.
 - (7) Transfers by the Controller in the course of administering Chapter 7 (commencing with Section 1500) of Title 10 of Part 3 of the Code of Civil Procedure.
 - (8) Transfers under Chapter 7 (commencing with Section 3691) or Chapter 8 (commencing with

Section 3771) of Part 6 of Division 1 of the Revenue and Taxation Code.

- (9) Transfers or exchanges to or from any governmental entity.
- (b) Transfers not subject to this article may be subject to other disclosure requirements, including those under Sections 8589.3, 8589.4, and 51183.5 of the Government Code and Sections 2621.9, 2694, and 4136 of the Public Resources Code. In transfers not subject to this article, agents may make required disclosures in a separate writing.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.2 NATURAL HAZARD DISCLOSURE FORM

- (a) The disclosures required by this article are set forth in, and shall be made on a copy of, the following Natural Hazard Disclosure Statement:

NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: _____

The transferor and his or her agent(s) or a third party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency. Yes _____ No _____

Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Yes _____ No _____

Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes _____ No _____

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Yes _____ No _____

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Yes _____ No _____

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) _____ Yes (Liquefaction Zone) _____ No _____

Map not yet released by State _____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.

THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) _____

Date _____

Signature of Transferor(s) _____

Date _____

2014 - SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

Agent(s) _____ Date _____

Agent(s) _____ Date _____

Check only one of the following:

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☐ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party

Disclosure Provider(s) _____ Date _____

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) _____ Date _____

Signature of Transferee(s) _____ Date _____

- (b) If an earthquake fault zone, seismic hazard zone, very high fire hazard severity zone, or wildland fire area map or accompanying information is not of sufficient accuracy or scale that a reasonable person can determine if the subject real property is included in a natural hazard area, the transferor or transferor's agent shall mark "Yes" on the Natural Hazard Disclosure Statement. The transferor or transferor's agent may mark "No" on the Natural Hazard Disclosure Statement if he or she attaches a report prepared pursuant to subdivision (c) of Section 1103.4 that verifies the property is not in the hazard zone. Nothing in this subdivision is intended to limit or abridge any existing duty of the transferor or the transferor's agents to exercise reasonable care in making a determination under this subdivision.
- (c) If the Federal Emergency Management Agency has issued a Letter of Map Revision confirming that a property is no longer within a special flood hazard area, then the transferor or transferor's agent may mark "No" on the Natural Hazard Disclosure Statement, even if the map has not yet been updated. The transferor or transferor's agent shall attach a copy of the Letter of Map Revision to the disclosure statement.
- (d) If the Federal Emergency Management Agency has issued a Letter of Map Revision confirming that a property is within a special flood hazard area and the location of the letter has been posted pursuant to subdivision (g) of Section 8589.3 of the Government Code, then the transferor or transferor's agent shall mark "Yes" on the Natural Hazard Disclosure Statement, even if the map has not yet been updated. The transferor or transferor's agent shall attach a copy of the Letter of Map Revision to the disclosure Statement.
- (e) The disclosure required pursuant to this article may be provided by the transferor and the transferor's agent in the Local Option Real Estate Disclosure Statement described in Section 1102.6a, provided that the Local Option Real Estate Disclosure Statement includes substantially the same information and substantially the same warnings that are required by this section.
- (f) (1) The legal effect of a consultant's report delivered to satisfy the exemption provided by Section 1103.4 is not changed when it is accompanied by a Natural Hazard Disclosure Statement.
- (2) A consultant's report shall always be accompanied by a completed and signed Natural Hazard Disclosure Statement.
- (3) In a disclosure statement required by this section, an agent and third-party provider may cause

his or her name to be preprinted in lieu of an original signature in the portions of the form reserved for signatures. The use of a preprinted name shall not change the legal effect of the acknowledgment.

- (g) The disclosure required by this article is only a disclosure between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose.
- (h) In any transaction in which a transferor has accepted, prior to June 1, 1998, an offer to purchase, the transferor, or his or her agent, shall be deemed to have complied with the requirement of subdivision (a) if the transferor or agent delivers to the prospective transferee a statement that includes substantially the same information and warning as the Natural Hazard Disclosure Statement.

(Amended by Stats. 2004, Chap. 66 (AB 920, Nakano), eff. 1/1/2005)

CIVIL CODE SEC. 1103.3 DELIVERY TO BUYER

- (a) The transferor of any real property subject to this article shall deliver to the prospective transferee the written statement required by this article, as follows:
 - (1) In the case of a sale, as soon as practicable before transfer of title.
 - (2) In the case of transfer by a real property sales contract, as defined in Section 2985, or by a lease together with an option to purchase, or a ground lease coupled with improvements, as soon as practicable before execution of the contract. For the purpose of this subdivision, "execution" means the making or acceptance of an offer.
- (b) The transferor shall indicate compliance with this article either on the receipt for deposit, the real property sales contract, the lease, any addendum attached thereto, or on a separate document.
- (c) If any disclosure, or any material amendment of any disclosure, required to be made pursuant to this article is delivered after the execution of an offer to purchase, the transferee shall have three days after delivery in person or five days after delivery by deposit in the mail to terminate his or her offer by delivery of a written notice of termination to the transferor or the transferor's agent.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.4 LIABILITY FOR ERRORS

- (a) Neither the transferor nor any listing or selling agent shall be liable for any error, inaccuracy, or omission of any information delivered pursuant to this article if the error, inaccuracy, or omission was not within the personal knowledge of the transferor or the listing or selling agent, and was based on information timely provided by public agencies or by other persons providing information as specified in subdivision (c) that is required to be disclosed pursuant to this article, and ordinary care was exercised in obtaining and transmitting the information.
- (b) The delivery of any information required to be disclosed by this article to a prospective transferee by a public agency or other person providing information required to be disclosed pursuant to this article shall be deemed to comply with the requirements of this article and shall relieve the transferor or any listing or selling agent of any further duty under this article with respect to that item of information.
- (c) The delivery of a report or opinion prepared by a licensed engineer, land surveyor, geologist, or expert in natural hazard discovery dealing with matters within the scope of the professional's license or expertise shall be sufficient compliance for application of the exemption provided by subdivision (a) if the information is provided to the prospective transferee pursuant to a request

therefor, whether written or oral. In responding to that request, an expert may indicate, in writing, an understanding that the information provided will be used in fulfilling the requirements of Section 1103.2 and, if so, shall indicate the required disclosures, or parts thereof, to which the information being furnished is applicable. Where that statement is furnished, the expert shall not be responsible for any items of information, or parts thereof, other than those expressly set forth in the statement.

- (1) In responding to the request, the expert shall determine whether the property is within an airport influence area as defined in subdivision (b) of Section 11010 of the Business and Professions Code. If the property is within an airport influence area, the report shall contain the following statement:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

- (2) In responding to the request, the expert shall determine whether the property is within the jurisdiction of the San Francisco Bay Conservation and Development Commission, as defined in Section 66620 of the Government Code. If the property is within the commission's jurisdiction, the report shall contain the following notice:

NOTICE OF SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION

This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

- (3) In responding to the request, the expert shall determine whether the property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, utilizing solely the county-level GIS map data, if any, available on the Farmland Mapping and Monitoring Program website. If the residential property is within one mile of a designated farmland area, the report shall contain the following notice:

NOTICE OF RIGHT TO FARM

This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps

and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

- (4) In responding to the request, the expert shall determine, utilizing map coordinate data made available by the Office of Mine Reclamation, whether the property is presently located within one mile of a mine operation for which map coordinate data has been reported to the director pursuant to Section 2207 of the Public Resources Code. If the expert determines, from the available map coordinate data, that the residential property is located within one mile of a mine operation, the report shall contain the following notice:

NOTICE OF MINING OPERATIONS

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

(Amended by Stats. 2011, Chap. 253 (SB 110, Rubio), eff. 1/1/2013)

CIVIL CODE SEC. 1103.5 RELIEF FROM DUTY TO DISCLOSE

- (a) After a transferor and his or her agent comply with Section 1103.2, they shall be relieved of further duty under this article with respect to those items of information. The transferor and his or her agent shall not be required to provide notice to the transferee if the information provided subsequently becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless the transferor or agent has actual knowledge that the information has become inaccurate.
- (b) If information disclosed in accordance with this article is subsequently rendered inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence subsequent to the delivery of the required disclosures, the inaccuracy resulting therefrom does not constitute a violation of this article.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.7 GOOD FAITH

Each disclosure required by this article and each act that may be performed in making the disclosure shall be made in good faith. For purposes of this article, "good faith" means honesty in fact in the conduct of the transaction.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.8 OTHER DISCLOSURES

- (a) The specification of items for disclosure in this article does not limit or abridge any obligation for disclosure created by any other provision of law or that may exist in order to avoid fraud, misrepresentation, or deceit in the transfer transaction. The legislature does not intend to affect

the existing obligations of the parties to a real estate contract, or their agents, to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical condition of the property and previously received reports of physical inspection noted on the disclosure form provided pursuant to Section 1102.6 or 1102.6a.

- (b) Nothing in this article shall be construed to change the duty of a real estate broker or salesperson pursuant to Section 2079.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.9 AMENDMENTS TO DISCLOSURE

Any disclosure made pursuant to this article may be amended in writing by the transferor or his or her agent, but the amendment shall be subject to Section 1103.3.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.10 PERSONAL DELIVERY OR MAIL

Delivery of disclosures required by this article shall be by personal delivery to the transferee or by mail to the prospective transferee. For the purposes of this article, delivery to the spouse of a transferee shall be deemed delivery to the transferee, unless provided otherwise by contract.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.11 THOSE WHO ARE NOT AGENTS

Any person or entity, other than a real estate licensee licensed pursuant to Part 1 (commencing with Section 10000) of Division 4 of the Business and Professions Code, acting in the capacity of an escrow agent for the transfer of real property subject to this article shall not be deemed the agent of the transferor or transferee for purposes of the disclosure requirements of this article, unless the person or entity is empowered to so act by an express written agreement to that effect. The extent of that agency shall be governed by the written agreement.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.12 AGENT'S RESPONSIBILITIES

- (a) If more than one licensed real estate broker is acting as an agent in a transaction subject to this article, the broker who has obtained the offer made by the transferee shall, except as otherwise provided in this article, deliver the disclosure required by this article to the transferee, unless the transferor has given other written instructions for delivery.
- (b) If a licensed real estate broker responsible for delivering the disclosures under this section cannot obtain the disclosure document required and does not have written assurance from the transferee that the disclosure has been received, the broker shall advise the transferee in writing of his or her rights to the disclosure. A licensed real estate broker responsible for delivering disclosures under this section shall maintain a record of the action taken to effect compliance in accordance with Section 10148 of the Business and Professions Code.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.13 NO TRANSACTION INVALIDATED

No transfer subject to this article shall be invalidated solely because of the failure of any person to comply with any provision of this article. However, any person who willfully or negligently violates or fails to perform any duty prescribed by any provision of this article shall be liable in the amount of actual damages suffered by a transferee.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

CIVIL CODE SEC. 1103.14 LISTING AGENT DEFINED

- (a) As used in this article, "listing agent" means listing agent as defined in subdivision (f) of Section 1086.
- (b) As used in this article, "selling agent" means selling agent as defined in subdivision (g) of Section 1086, exclusive of the requirement that the agent be a participant in a multiple listing service as defined in Section 1087.

(Added by Stats. 1999, Chap. 876 (AB 248, Torlakson), eff. 1/1/2000)

AGENTS' MOBILEHOME RESALE DISCLOSURE

HEALTH & SAFETY CODE SEC. 18025 AGENTS SUBJECT TO SEC. 18046

- (a) Except as provided in subdivisions (b) and (c), it is unlawful for any person to sell, offer for sale, rent, or lease within this state, any manufactured home or any mobilehome, commercial coach, or special purpose commercial coach manufactured after September 1, 1958, containing structural, fire safety, plumbing, heat-producing, or electrical systems and equipment unless the systems and equipment meet the requirements of the department for those systems and that equipment and the installation of those systems and that equipment. The department may adopt rules and regulations that are reasonably consistent with recognized and accepted principles for structural, fire safety, plumbing, heat-producing, and electrical systems and equipment and installations, respectively, to protect the health and safety of the people of this state from dangers inherent in the use of substandard and unsafe structural, fire safety, plumbing, heat-producing, and electrical systems, equipment and installations.
- (b) All manufactured homes and mobilehomes manufactured on or after June 15, 1976, shall comply with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sec. 5401 et seq.).
- (c) The sale of used manufactured homes and mobilehomes by an agent licensed pursuant to this part shall be subject to Section 18046.

(Amended by Stats. 1999, Chap. (SB 534, Dunn), eff. 1/1/2000)

HEALTH & SAFETY CODE SEC. 18046 AGENT'S DUTY OF DISCLOSURE

- (a) An "agent" for purposes of this section and Section 18025, means a dealer or salesperson licensed pursuant to this part, or a real estate broker or salesperson licensed pursuant to Division 4 (commencing with Section 10000) of the Business and Professions Code.
- (b) A "seller" for the purposes of this section and Section 18025 means the lawful owner of the manufactured home or mobilehome offering the home for sale. For purposes of this section and Section 18025, the exemptions enumerated by Section 1102.2 of the Civil Code shall be applicable to the transfer of a manufactured home or mobilehome.
- (c) The sale of used manufactured homes or mobilehomes by a real estate broker or salesperson licensed under Division 4 (commencing with Section 10000) of the Business and Professions Code shall be subject to Section 2079 of the Civil Code.
- (d) It is the duty of a dealer or salesperson, licensed under this chapter, to a prospective buyer of a used manufactured home or mobilehome, subject to registration pursuant to this part, to conduct a reasonably competent and diligent visual inspection of the home offered for sale and to disclose

to that prospective buyer all facts materially affecting the value or desirability of the home that an investigation would reveal, if that dealer or salesperson has a written contract with the seller to find or obtain a buyer or is a dealer or salesperson who acts in cooperation with others to find and obtain a buyer. Where a transfer disclosure statement is required pursuant to subdivision (b) of Section 1102 of the Civil Code, a dealer or salesperson shall discharge that duty by completing the agent's portion of the transfer disclosure statement that a seller prepares and delivers to a prospective buyer pursuant to subdivision (b) of Section 1102 of the Civil Code. If no transfer disclosure statement is required, but the transaction is not exempt under Section 1102.2 of the Civil Code, a dealer shall discharge that duty by completing and delivering to the prospective buyer an exact reproduction of Sections III, IV, and V of the transfer disclosure statement required pursuant to subdivision (b) of Section 1102 of the Civil Code.

(Amended by Stats. 1999, Chap. 517 (SB 534, Dunn), eff. 1/1/2000)

PARK EMERGENCY PREPAREDNESS AND PROCEDURES

HEALTH & SAFETY CODE SEC. 18603 Emergency Preparedness Plans

- (a) In every park there shall be a person available by telephonic or like means, including telephones, cellular phones, telephone answering machines, answering services or pagers, or in person who shall be responsible for, and who shall reasonably respond in a timely manner to emergencies concerning, the operation and maintenance of the park. In every park with 50 or more units, that person or his or her designee shall reside in the park, have knowledge of emergency procedures relative to utility systems and common facilities under the ownership and control of the owner of the park, and shall be familiar with the emergency preparedness plans for the park.
- (b) (1) On or before September 1, 2010, an owner or operator of an existing park shall adopt an emergency preparedness plan.
- (2) For a park constructed after September 1, 2010, an owner or operator of a park shall adopt a plan in accordance with this section prior to the issuance of the permit to operate.
- (3) An owner or operator may comply with paragraph (1) by either of the following methods:
 - (A) Adopting the emergency procedures and plans approved by the Standardized Emergency Management System Advisory Board on November 21, 1997, entitled "Emergency Plans for Mobilehome Parks," and compiled by the California Emergency Management Agency in compliance with the Governor's Executive Order W-156-97, or any subsequent version.
 - (B) Adopting a plan that is developed by the park management and is comparable to the procedures and plans specified in subparagraph (A).
- (c) For an existing park, and in the case of a park constructed after September 10, 2010, prior to the issuance of the permit to operate, an owner or operator of a park shall do both of the following:
 - (1) Post notice of the emergency preparedness plan in the park clubhouse or in another conspicuous area within the mobilehome park.
 - (2) On or before September 10, 2010, provide notice of how to access the plan and information on individual emergency preparedness information from the appropriate state or local agencies, including, but not limited to, the California Emergency Management Agency, to all existing residents and, upon approval of tenancy, for all new residents thereafter. This may be accomplished in a manner that includes, but is not limited to, distribution of materials and posting notice of the plan or information on how to access the plan via the Internet.

- (d) An enforcement agency shall determine whether park management is in compliance with this section. The agency may ascertain compliance by receipt of a copy of the plan during site inspections conducted in response to complaints of alleged violations, or for any other reason.
- (e) Notwithstanding any other provision of this part, a violation of this section shall constitute an unreasonable risk to life, health, or safety and shall be corrected by park management within 60 days of notice of the violation.

(Amended by Stats. 2010, Ch. 618, (AB 2791, Cmte on Govt. Org.). Effective January 1, 2011.)

POLLING PLACE

ELECTIONS CODE SEC. 12285 MOBILEHOME POLLING PLACE

A mobilehome may be used as a polling place if the elections official determines that no other facilities are available for the convenient exercise of voting rights by mobilehome park residents and the mobilehome is designated as a polling place by the elections official pursuant to Section 12286. No rental agreement shall prohibit the use of a mobilehome for those purposes.

(Amended by Stats. 2000, Chap. 1081 (SB 1823, Committee on Elections and Reapportionment), eff. 1/1/2001)

TITLE AND REGISTRATION

HEALTH & SAFETY CODE SEC. 18108 RENEWALS AND REPLACEMENTS

If any registration card or registration decal is stolen, lost, mutilated, or illegible, the registered owner of the manufactured home, mobilehome, commercial coach, truck camper, or floating home for which it was issued, as shown by the records of the department, shall immediately make application for, and may, upon the applicant furnishing information satisfactory to the department and paying the required fees, obtain a duplicate, substitute, or new registration under a new registration number, as determined by the department.

(Amended by Stats. 1985, Ch. 1467, Sec. 31. Effective October 2, 1985.)

HEALTH & SAFETY CODE SEC. 18122.5 PENALTIES

It is unlawful for any person to fail or neglect properly to endorse, date, and deliver the certificate of title and, when having possession, to fail to deliver the registration card to a transferee who is lawfully entitled to a transfer of registration. Except when the certificate of title is demanded in writing by a purchaser, a manufactured home, mobilehome, or commercial coach dealer licensed, as provided by this part, shall satisfy the delivery requirement of this section by submitting appropriate documents and fees to the department for transfer of registration in accordance with this part and rules and regulations promulgated thereunder.

(Amended by Stats. 1983, Ch. 1076, Sec. 90.)

VEHICLE CODE SEC. 5903 ABANDONMENT AND SALE: NOTICE AND APPLICATION

When the department receives a copy of the judgment of abandonment and evidence of sale as specified in Section 798.61 of the Civil Code, the department shall transfer the registration of the trailer coach or recreational vehicle which has been deemed abandoned pursuant to that section, or reregister the trailer coach or vehicle under a new registration number, and issue a new certificate of ownership and registration card to the person or persons presenting the copy of the judgment of abandonment and evidence of sale to the department.

(Added by Stats. 1991, Ch. 564, Sec. 2.)

TRAFFIC**VEHICLE CODE SEC. 21107.9 SPEED ENFORCEMENT AGREEMENTS**

- (a) Any city or county, or city and county, may, by ordinance or resolution, find and declare that there are privately owned and maintained roads within a mobilehome park, as defined in Section 18214 of the Health and Safety Code, or within a manufactured housing community, as defined in Section 18801 of the Health and Safety Code, within the city or county, or city and county, that are generally not held open for use by the public for vehicular travel. Upon enactment of the ordinance or resolution, the provisions of this code shall apply to the privately owned and maintained roads within a mobilehome park or manufactured housing community if appropriate signs are erected at the entrance or entrances to the mobilehome park or manufactured housing community of the size, shape, and color as to be readily legible during daylight hours from a distance of 100 feet, to the effect that the roads within the park or community are subject to the provisions of this code. The city or county, or city and county, may impose reasonable conditions and may authorize the owners of the mobilehome park or manufactured housing community to erect traffic signs, markings, or devices which conform to the uniform standards and specifications adopted by the Department of Transportation.
- (b) No ordinance or resolution shall be enacted unless there is first filed with the city or county a petition requested by the owner or owners of any privately owned and maintained roads within a mobilehome park or manufactured housing community, who are responsible for maintaining the roads.
- (c) No ordinance or resolution shall be enacted without a public hearing thereon and 10 days' prior written notice to all owners of the roads within a mobilehome park or manufactured housing community proposed to be subject to the ordinance or resolution. At least seven days prior to the public hearing, the owner or manager of the mobilehome park or manufactured housing community shall post a written notice about the hearing in a conspicuous area in the park or community clubhouse, or if no clubhouse exists, in a conspicuous public place in the park or community.
- (d) For purposes of this section, the prima facie speed limit on any road within a mobilehome park or manufactured housing community shall be 15 miles per hour. This section does not preclude a mobilehome park or manufactured housing community from requesting a higher or lower speed limit if an engineering and traffic survey has been conducted within the community supporting that request.
- (e) The department is not required to provide patrol or enforce any provision of this code on any privately owned and maintained road within a mobilehome park or manufactured housing community, except those provisions applicable to private property other than by action under this section.

(Added by Stats. 2002, Chap. 284 (SB 1556, Dunn), eff. 1/1/2003)

THE RECREATIONAL VEHICLE PARK OCCUPANCY LAW

CHAPTER 2.6 OF THE CALIFORNIA CIVIL CODE

ARTICLE 1 – DEFINITIONS

799.20 TITLE OF CHAPTER

This chapter shall be known and may be cited as the Recreational Vehicle Park Occupancy Law.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.21 APPLICATION OF DEFINITIONS

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

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.22 DEFINITION OF DEFAULTING OCCUPANT

“Defaulting occupant” means an occupant who fails to pay for his or her occupancy in a park or who fails to comply with reasonable written rules and regulations of the park given to the occupant upon registration.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.23 DEFINITION OF DEFAULTING RESIDENT

“Defaulting resident” means a resident who fails to pay for his or her occupancy in a park, fails to comply with reasonable written rules and regulations of the park given to the resident upon registration or during the term of his or her occupancy in the park, or who violates any of the provisions contained in Article 5 (commencing with Section 799.70).

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.24 DEFINITION OF DEFAULTING TENANT

“Defaulting tenant” means a tenant who fails to pay for his or her occupancy in a park or fails to comply with reasonable written rules and regulations of the park given to the person upon registration or during the term of his or her occupancy in the park.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.25 DEFINITION OF GUEST

“Guest” means a person who is lawfully occupying a recreational vehicle located in a park but who is not an occupant, tenant, or resident. An occupant, tenant, or resident shall be responsible for the actions of his or her guests.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.26 DEFINITION OF MANAGEMENT

“Management” means the owner of a recreational vehicle park or an agent or representative authorized to act on his or her behalf in connection with matters relating to the park.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.27 DEFINITION OF OCCUPANCY

“Occupancy” and “occupy” refer to the use of a recreational vehicle park lot by an occupant, tenant, or resident.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.28 DEFINITION OF OCCUPANT

“Occupant” means the owner or operator of a recreational vehicle who has occupied a lot in a park for 30 days or less.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.29 DEFINITION OF RV

“Recreational vehicle” has the same meaning as defined in Section 18010 of the Health and Safety Code.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.30 DEFINITION OF RV PARK

“Recreational vehicle park” or “park” has the same meaning as defined in Section 18862.39 of the Health and Safety Code.

(Amended by Stats. 2004, Chap. 530 (AB 196, (Leslie), eff. 1/1/2005)

799.31 DEFINITION OF RESIDENT

“Resident” means a tenant who has occupied a lot in a park for nine months or more.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.32 DEFINITION OF TENANT

“Tenant” means the owner or operator of a recreational vehicle who has occupied a lot in a park for more than 30 consecutive days.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

ARTICLE 2 - GENERAL PROVISIONS

799.40 CUMULATIVE RIGHTS

The rights created by this chapter shall be cumulative and in addition to any other legal rights the management of a park may have against a defaulting occupant, tenant, or resident, or that an occupant, tenant, or resident may have against the management of a park.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.41 NOT APPLICABLE TO MOBILEHOMES

Nothing in this chapter shall apply to a mobilehome as defined in Section 18008 of the Health and Safety Code or to a manufactured home as defined in Section 18007 of the Health and Safety Code.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.42 NO WAIVER OF RIGHTS

No occupant registration agreement or tenant rental agreement shall contain a provision by which the occupant or tenant waives his or her rights under the provisions of this chapter, and any waiver of these rights shall be deemed contrary to public policy and void.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.43 REGISTRATION AGREEMENT

The registration agreement between a park and an occupant thereof shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, the term of the occupancy and the rent therefor, the fees, if any, to be charged for services which will be provided by the park, and a statement of the grounds for which a defaulting occupant's recreational vehicle may be removed as specified in Section 799.22 without a judicial hearing after the service of a 72-hour notice pursuant to this chapter and the telephone number of the local traffic law enforcement agency.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.44 RULES AND REGULATIONS

At the time of registration, an occupant shall be given a copy of the rules and regulations of the park.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.45 RENTAL AGREEMENT OPTIONAL

The management may offer a rental agreement to an occupant of the park who intends to remain in the park for a period in excess of 30 consecutive days.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.46 SIGN REQUIREMENT/REASONS FOR RV REMOVAL

At the entry to a recreational vehicle park, or within the separate designated section for recreational vehicles within a mobilehome park, there shall be displayed in plain view on the property a sign indicating that the recreational vehicle may be removed from the premises for the reasons specified in Sections 799.22 and 1866 and containing the telephone number of the local traffic law enforcement agency. Nothing in this section shall prevent management from additionally displaying the sign in other locations within the park.

(Amended by Stats. 2004 (AB 1964 (Leslie), eff. 1/1/2005)

See Civil Code Sections 1866 and 1867 not included in the Recreational Vehicle Park Occupancy Law but affecting recreational vehicle and special occupancy parks.

ARTICLE 3 - DEFAULTING OCCUPANTS

799.55 72-HOUR NOTICE

Except as provided in subdivision (b) of Section 1866, as a prerequisite to the right of management to have a defaulting occupant's recreational vehicle removed from the lot which is the subject of the registration agreement between the park and the occupant pursuant to Section 799.57, the management shall serve a 72-hour written notice as prescribed in Section 799.56. A defaulting occupant may correct his or her payment deficiency within the 72-hour period during normal business hours.

(Amended by Stats. 2004, Chap. 530 (AB 1964, Leslie), eff. 1/1/2005)

799.56 SERVICE OF 72-HOUR NOTICE

- (a) The 72-hour written notice shall be served by delivering a copy to the defaulting occupant personally or to a person of suitable age and discretion who is occupying the recreational vehicle located on the lot. In the latter event, a copy of the notice shall also be affixed in a conspicuous place on the recreational vehicle and shall be sent through the mail addressed to the occupant at the place where the property is located and, if available, any other address which the occupant has provided to management in the registration agreement. Delivery of the 72-hour notice to a defaulting occupant who is incapable of removing the occupant's recreational vehicle from the park because of a physical incapacity shall not be sufficient to satisfy the requirements of this section.
- (b) In the event that the defaulting occupant is incapable of removing the occupant's recreational vehicle from the park because of a physical incapacity or because the recreational vehicle is not motorized and cannot be moved by the occupant's vehicle, the default shall be cured within 72 hours, but the date to quit shall be no less than seven days after service of the notice.
- (c) The management shall also serve a copy of the notice to the city police if the park is located in a city, or, if the park is located in an unincorporated area, to the county sheriff.

(Added by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.57 NOTICE OF RV REMOVAL

The written 72-hour notice shall state that if the defaulting occupant does not remove the recreational vehicle from the premises of the park within 72 hours after receipt of the notice, the management has authority pursuant to Section 799.58 to have the recreational vehicle removed from the lot to the nearest secured storage facility.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.58 RV REMOVAL/NOTICE TO SHERIFF

Subsequent to serving a copy of the notice specified in this article to the city police or county sheriff, whichever is appropriate, and after the expiration of 72 hours following service of the notice on the defaulting occupant, the police or sheriff, shall remove or cause to be removed any person in the recreational vehicle. The management may then remove or cause the removal of a defaulting occupant's recreational vehicle parked on the premises of the park to the nearest secured storage facility. The notice shall be void seven days after the date of service of the notice.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.59 REASONABLE CARE IN RV REMOVAL

When the management removes or causes the removal of a defaulting occupant's recreational vehicle, the management and the individual or entity that removes the recreational vehicle shall exercise reasonable and ordinary care in removing the recreational vehicle to the storage area.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

ARTICLE 4 - DEFAULTING TENANTS

799.65 FIVE DAYS TO PAY DUE RENT/THREE-DAY NOTICE TO VACATE

The management may terminate the tenancy of a defaulting tenant for nonpayment of rent, utilities, or reasonable incidental service charges, provided the amount due shall have been unpaid for a period of five days from its due date, and provided the tenant has been given a three-day written notice subsequent to that five-day period to pay the total amount due or to vacate the park. For purposes of this section, the five-day period does not include the date the payment is due. The three-day notice shall be given to the tenant in the manner prescribed by Section 1162 of the Code of Civil Procedure. Any payment of the total charges due, prior to the expiration of the three-day period, shall cure any default of the tenant. In the event the tenant does not pay prior to the expiration of the three-day notice period, the tenant shall remain liable for all payments due up until the time the tenancy is vacated.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.66 THIRTY DAYS' NOTICE OF TERMINATION

The management may terminate or refuse to renew the right of occupancy of a tenant for other than nonpayment of rent or other charges upon the giving of a written notice to the tenant in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the recreational vehicle from the park. The notice need not state the cause for termination but shall provide not less than 30 days' notice of termination of tenancy.

(Added by Stats. 1994 Chap. 677 (SB 1349, Wyman), eff. 1/1/1995)

799.67 EVICTION PROCEDURES

Evictions pursuant to this article shall be subject to the requirements set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, except as otherwise provided in this article.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

ARTICLE 5 - DEFAULTING RESIDENTS

799.70 TERMINATION OF TENANCY/NOTICE

The management may terminate or refuse to renew the right of occupancy of a defaulting resident upon the giving of a written notice to the defaulting resident in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the recreational vehicle from the park. This notice shall provide not less than 60 days' notice of termination of the right of occupancy and shall specify one of the following reasons for the termination of the right of occupancy:

- (a) Nonpayment of rent, utilities, or reasonable incidental service charges; provided, that the amount due has been unpaid for a period of five days from its due date, and provided that the resident shall be given a three-day written notice subsequent to that five-day period to pay the total amount due or to vacate the park. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day notice shall be given to the resident in the manner prescribed by Section 1162 of the Code of Civil Procedure. The three-day notice may be given at the same time as the 60-day notice required for termination of the right of occupancy; provided, however, that any payment of the total charges due, prior to the expiration of the three-

day period, shall cure any default of the resident. In the event the resident does not pay prior to the expiration of the three-day notice period, the resident shall remain liable for all payments due up until the time the tenancy is vacated.

- (b) Failure of the resident to comply with a local ordinance or state law or regulation relating to the recreational vehicle park or recreational vehicles within a reasonable time after the resident or the management receives a notice of noncompliance from the appropriate governmental agency and the resident has been provided with a copy of that notice.
- (c) Conduct by the resident or guest, upon the park premises, which constitutes a substantial annoyance to other occupants, tenants, or residents.
- (d) Conviction of the resident of prostitution, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the park, including, but not limited to, within the resident's recreational vehicle.

However, the right of occupancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the recreational vehicle.

- (e) Failure of the resident or a guest to comply with a rule or regulation of the park which is part of the rental agreement or any amendment thereto.

No act or omission of the resident or guest shall constitute a failure to comply with a rule or regulation unless the resident has been notified in writing of the violation and has failed to correct the violation within seven days of the issuance of the written notification.

- (f) Condemnation of the park.
- (g) Change of use of the park or any portion thereof.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.71 EVICTION PROCEDURES

Evictions pursuant to this article shall be subject to the requirements set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, except as otherwise provided in this article.

(Added by AB 3074, Ch. 310 (1992), eff. 1/1/1993)

ARTICLE 6 - LIENS FOR RV'S AND ABANDONED POSSESSIONS

799.75 UPON DEFAULT/CIVIL CODE PROCEDURE

The management shall have a lien upon the recreational vehicle and the contents therein for the proper charges due from a defaulting occupant, tenant, or resident. Such a lien shall be identical to that authorized by Section 1861, and shall be enforced as provided by Sections 1861 to 1861.28, inclusive. Disposition of any possessions abandoned by an occupant, tenant, or resident at a park shall be performed pursuant to Chapter 5 (commencing with Section 1980) of Title 5 of Part 4 of Division 3.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

ARTICLE 7 - ACTIONS AND PROCEEDINGS

799.78 ATTORNEY'S FEES AND COSTS

In any action arising out of the provisions of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of

this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)

799.79 \$500 DAMAGES/WILLFUL VIOLATIONS BY MANAGEMENT

In the event that an occupant, tenant, or resident or a former occupant, tenant, or resident is the prevailing party in a civil action against the management to enforce his or her rights under this chapter, the occupant, tenant, or resident, in addition to damages afforded by law, may, in the discretion of the court, be awarded an amount not to exceed five hundred dollars (\$500) for each willful violation of any provision of this chapter by the management.

(Amended by Stats. 1992, Chap. 310 (AB 3074, Wyman), eff. 1/1/1993)



Appendix 4

Sunnyvale Conversion Ordinance

Sunnyvale Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Title 19. ZONING							
Article 5. SPECIAL HOUSING ISSUES							

Chapter 19.72. MOBILE HOME PARK CONVERSIONS**[Show All](#)****[19.72.010. Findings and purpose.](#)****[19.72.020. Definitions.](#)****[19.72.030. Applicability.](#)****[19.72.040. Notice of intention to convert.](#)****[19.72.045. Right of negotiated purchase.](#)****[19.72.050. Conversion impact report \(CIR\) required before conversion.](#)****[19.72.060. Relocation specialists.](#)****[19.72.070. Conversion due to reduced occupancy.](#)****[19.72.080. Relocation assistance.](#)****[19.72.090. Content of CIR.](#)****[19.72.100. CIR notice and informational meetings.](#)****[19.72.110. Notice to prospective residents.](#)****[19.72.120. Waiver from relocation assistance obligations.](#)****[19.72.130. Findings and decisions.](#)****[19.72.140. Obligations after approval of CIR.](#)**View the [mobile version](#).

Sunnyvale Municipal Code							
Up	Previous	Next	Main	Collapse	Search	Print	No Frames
Title 19. ZONING Article 5. SPECIAL HOUSING ISSUES							

Chapter 19.72. MOBILE HOME PARK CONVERSIONS

19.72.010. Findings and purpose.

(a) Findings. The city council finds that:

- (1) Mobile homes are an important form of affordable housing in the city, particularly for seniors and persons with moderate or lower incomes;
- (2) Many mobile home owners have made a large financial investment in their mobile home and loss of this investment would limit their ability to find replacement housing;
- (3) Vacant mobile home spaces in comparable mobile home parks are scarce in the city and in surrounding communities, and acceptance criteria often exclude older mobile homes; and
- (4) Due to the reasons stated above, the conversion, closure or cessation of use of a mobile home park could have an adverse impact on the ability of displaced residents to find adequate replacement housing. The mitigation measures required by this chapter are found to be necessary and reasonable, consistent with state law, while recognizing the rights of park owners to pursue changes in land use.

(b) Purpose. This chapter establishes requirements to ensure that the adverse social and economic impacts of any mobile home park conversion on displaced residents are identified and mitigated through adequate notice, reasonable relocation and other assistance. These requirements are established under the authority granted by California Constitution, and Government Code Sections 65863.7 and 66427.4, and Civil Code Section 798.56. (Ord. 2983-12 § 5).

19.72.020. Definitions.

When used in this chapter, these terms mean the following:

- (a) "Applicant" means any person or entity seeking approval of a mobile home park conversion. Applicant can also mean a park owner whose park has been determined to be undergoing conversion due to reduced occupancy.
- (b) "Comparable housing" means housing that meets the minimum standards of the Uniform Housing Code, and is similar to the subject home in terms of rent, size, number of bedrooms and bathrooms, and other relevant factors such as location and proximity to the resident's place of employment, amenities, schools, and public transportation.
- (c) "Comparable mobile home park" means any other park similar to the subject park in terms of amenities, rent, and other relevant factors, such as proximity to public transportation and shopping, the job market where a displaced resident is employed, and proximity to schools if the resident has school age children.
- (d) "Development application" means a filed request for approval of a general plan amendment, rezone, tentative map, use permit, special development permit, or any other permit related to a proposed mobile home park conversion. Development application does not include a request to initiate a general plan amendment.
- (e) "Disabled household" means a household in which: (1) the primary wage earner or spouse is a person with disabilities; (2) at least two members are persons with disabilities; or (3) one or more members are persons with disabilities with a live-in aide. A disability is a medical condition or physical or mental

impairment that substantially limits at least one of the person's major life activities, as defined in the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, or successor statutes.

(f) "In-place value" means the value of the mobile home in its current condition, without regard to the possible park closure.

(g) "Mobile home" means a structure designed and used for human habitation and for being moved on a street or highway under permit pursuant to California Vehicle Code Section 35790, a mobile home as defined in Section 18008 of the Health and Safety Code, or a manufactured home, as defined in Health and Safety Code Section 18007. A mobile home does not include a recreational vehicle as defined in Civil Code Section 799.24 and Health and Safety Code Section 18010, a commercial coach, or factory-built housing as defined in Health and Safety Code Section 19971.

(h) "Mobile home owner" means the registered owner of a mobile home, regardless of the number of such owners or the form of such ownership, and who has the right to use a mobile home space in a park.

(i) "Mobile home park" means an area of land where two or more mobile home spaces are held for rent, including areas of land zoned or otherwise approved for use as a mobile home park under this title. In this chapter, the term "park" is the same as "mobile home park."

(j) "Mobile home space" is an area within a park designated for occupancy by one mobile home. In this chapter, the term "space" is the same as "mobile home space."

(k) "Park owner" means any person or entity in possession of the title of the mobile home park and is responsible for paying its property taxes. "Park owner" does not include a mobile home owner who rents out or subleases their mobile home.

(l) "Proof of service" means written evidence that a required recipient has received a notice or other document. Proof of service includes any United States Postal Service delivery confirmations such as certified mail or signature confirmation. If delivered personally, proof of service includes a statement signed by the recipient.

(m) "Resident" means a mobile home owner who lives in the park or tenant.

(n) "Senior household" means a household in which: (1) the primary wage earner or spouse is at least sixty-two years old; (2) two or more members are at least sixty-two years old; or (3) one or more members are at least sixty-two years old with a live-in aide.

(o) "Tenant" means a person who lives in a mobile home or other dwelling within a park under a bona fide lease or agreement and who is not a mobile home owner.

(p) "Uninhabited" means a mobile home space that is either unoccupied by a mobile home, or occupied by a mobile home in which no persons reside, and such situation was not caused by physical disaster or any other condition beyond the control of the park owner.

(q) "Low income household" means a household with annual income less than eighty percent of the area median income of households in Santa Clara County, as defined by the California Housing and Community Development Department. (Ord. 2983-12 § 5).

19.72.030. Applicability.

(a) Conversion. This chapter applies to any conversion of a mobile home park, including:

(1) A change of use;

(2) A change of the park or any portion to a condominium, stock cooperative, or any other form of ownership where spaces within the park are sold individually; or

(3) Cessation of use or closure of any portion of the park, whether immediate or gradual. This includes reduced occupancy of the park as determined in Section 19.72.070 (Conversion due to reduced occupancy).

(b) Bankruptcy Exemption. This chapter does not apply if the closure or cessation of use of a mobile home park results from the entry of an order for relief in bankruptcy, as stated in California Government Code Section 65863.7. (Ord. 2983-12 § 5).

19.72.040. Notice of intention to convert.

(a) Ninety Days' Notice of Intention. The applicant shall give a written notice of the intention to convert a mobile home park at least ninety days before filing a request to initiate a general plan amendment or a development application, whichever is first. The notice shall be provided to all mobile home owners and residents with proof of service, and a copy provided to the city. The notice shall be posted at all entrances of the park. The same written notice shall be provided to prospective new residents prior to payment of any rent or deposit.

(b) Notice Content. The notice shall contain the following information:

(1) That the applicant proposes a conversion of the mobile home park that requires city approval of a conversion impact report;

(2) A description of the proposed development application, if applicable, and the required permit approvals; and

(3) A statement that the applicant will file an application for a final public report with the California Department of Real Estate, if applicable. (Ord. 2983-12 § 5).

19.72.045. Right of negotiated purchase.

(a) Exercise of Right within Ninety Days. A designated resident organization may exercise the right to negotiate purchase of the mobile home park if a written notice of interest is provided to the park owner within ninety days of the postmark date of the notice of intention to convert, or issuance of a notice of determination of conversion due to reduced occupancy. The notice shall include a statement of interest to negotiate purchase of the park and the name and contact information of the organization and of a representative. The right of negotiated purchase is deemed expired if a notice is not provided in accordance with this section.

(b) Negotiation for Purchase within One Hundred Eighty Days. If a written notice is provided to the park owner within the specified time limit, the applicant must meet with the designated resident organization within fifteen days of receipt of the notice to explore the possibility of acquisition of the park. The right of negotiated purchase is deemed expired if the applicant and the designated resident organization do not reach an agreement on the terms of sale within one hundred eighty days of the postmark date of the notice of intention to convert, or issuance of a notice of determination of conversion due to reduced occupancy.

(c) Conversion Applications during Negotiations. The applicant may file any application related to conversion of a mobile home park during negotiations with a designated resident organization provided the application is submitted ninety days after the postmark date of the notice of intention to convert. The city council may approve or deny an applicant's request to initiate a general plan amendment during negotiations. The city shall suspend any action authorizing conversion of the park until the right of negotiated purchase is deemed expired in accordance with this section.

(d) Modification of Time Limits. The designated resident organization and the applicant may mutually agree to shorten or extend the time limits described in this section. (Ord. 2983-12 § 5).

19.72.050. Conversion impact report (CIR) required before conversion.

The applicant shall file a CIR for review and approval by the city council before any park conversion can be approved. The CIR shall contain the information required in Section 19.72.090 (Content of CIR) and shall adequately define and address the social and economic impacts of the proposed conversion on displaced residents and mobile home owners, as required by the city council. The required timing of filing is as follows:

(a) Conversion with a Development Application. The CIR shall be filed before or at the same time as the development application. If a proposed conversion requires an amendment to the general plan, the CIR may be filed after initiation of the general plan amendment.

(b) Conversion Due to Reduced Occupancy. If a mobile home park is undergoing conversion due to reduced occupancy, the CIR shall be filed within a period of time established by the director of community development under Section 19.72.070 (Conversion due to reduced occupancy). (Ord. 2983-12 § 5).

19.72.060. Relocation specialists.

(a) List of Relocation Specialists. The director shall maintain a list of qualified persons or firms with proven expertise in housing, relocation of displaced persons, and who are familiar with the region's housing market.

(b) Relocation Specialist Services. The city shall hire a relocation specialist from the director's list at the applicant's expense to prepare the CIR and provide residents the services described in this chapter. The relocation specialist is responsible for meeting with residents and helping them evaluate, select, and secure comparable housing. Such services include technical assistance related to leasing or purchasing replacement housing, explanation of the relocation assistance alternatives available, referral to any available affordable housing resources, assistance in making arrangements to move personal property and belongings, and transportation of residents who are unable to drive to housing alternatives. (Ord. 2983-12 § 5).

19.72.070. Conversion due to reduced occupancy.

(a) Reduced Occupancy Conversion. A park is deemed to be undergoing conversion by closure or cessation of use when twenty-five percent or more of the spaces is uninhabited. At the time of twenty-five percent vacancy, the park owner shall file a statement explaining any known reasons for the reduced occupancy and any intention to change the use. A resident may also file a statement of reduced occupancy and shall indicate the spaces the resident believes to be uninhabited.

(1) Statement Filed by Park Owner. If a park owner files a statement of reduced occupancy, the director determines the correctness of the statement and issues a notice of determination of conversion. No public hearing is required.

(2) Statement Filed by Resident. If a resident files a statement of reduced occupancy, the director shall determine the correctness of the statement at a noticed public hearing.

(3) The director's determination may be appealed directly to the city council by the park owner, mobile home owner, or any resident following the procedures in Section 19.98.070 (Appeals). Notice of the time and place of any public hearing described in this subsection shall be given to the park owner, mobile home owners and residents and posted at all entrances of the park at least thirty days before the hearing.

(b) Notice of Determination and CIR. Written notice of conversion due to reduced occupancy shall be issued to the park owner, mobile home owners, and residents with proof of service. The notice of determination shall include a reasonable period of time during which the park owner shall file a CIR.

(c) Waiver Request from Relocation Assistance. The park owner may request a total or partial exemption from relocation assistance obligations under Section 19.72.120 (Waiver from relocation assistance obligations). The request shall be filed by the date established by the director in the notice of determination under subsection (b).

(d) Failure to Prepare a CIR. Failure of the park owner to submit a CIR within the required time frame is declared a public nuisance. This nuisance is due to the potential for severe adverse social and economic impacts on residents and mobile home owners by delaying the necessary analysis and provision of necessary relocation assistance. At that time, the director shall prepare the CIR and bill the cost to the park owner. The park owner shall reimburse the city for the cost within thirty days of receipt of the bill. If the park owner fails to reimburse the city, abatement and collection procedures may begin as provided in Sections 8.20.060 through 8.20.090 of the Sunnyvale Municipal Code. (Ord. 2983-12 § 5).

19.72.080. Relocation assistance.

(a) Relocation Assistance Required. Under Government Code Sections 65863.7 and 66426.4, the applicant shall provide relocation assistance to mitigate any adverse impacts of a mobile home park conversion on displaced residents and mobile home owners in a manner that does not exceed the reasonable cost of relocation. This section establishes minimum relocation assistance for residents and mobile home owners. The applicant and any person eligible for relocation assistance may agree to other mutually satisfactory relocation assistance.

(b) Eligibility for Relocation Assistance. Mobile home owners and residents are entitled to relocation assistance if they have not given notice to terminate their lease as of the date of the following, whichever occurs first:

- (1) Initiation of a general plan amendment;
- (2) CIR filing; or
- (3) Determination that the park is undergoing conversion due to reduced occupancy.

(c) Waiver Agreements. Any agreement made with a mobile home owner to waive rights under this chapter is invalid and ineffective for any purpose. A waiver of relocation assistance rights is only valid if it is between a park owner and a tenant of a home owned by the park owner. The waiver shall contain the text of this section and a written acknowledgment by the tenant understanding the relocation assistance rights under this chapter and agreeing to waive them.

(d) Reasonable Cost of Relocation. Reasonable cost of relocation includes a moving allowance and other applicable types of relocation assistance as defined in this section, and based on the CIR and housing and human services commission recommendations.

(1) Moving Allowance for Eligible Residents. For all eligible residents, relocation assistance shall include a moving allowance to move to another park or other replacement housing up to a distance of one hundred miles. The resident is responsible for additional costs to move to a location farther than one hundred miles. Moving allowance includes:

- (A) The cost to move furniture and personal belongings;
- (B) Rent for first and last month at the new location;
- (C) Required security deposit at the new location;
- (D) Temporary lodging, if applicable.

(2) Other Relocation Assistance. For eligible residents and mobile home owners, relocation assistance may also include one or more of the following:

(A) **Accessibility Improvements for Mobile Home Owners.** For eligible mobile home owners, relocation assistance may include payment of the cost to reinstall or replace any accessibility improvements made to the mobile home such as wheelchair ramps lifts, and grab bars.

(B) **Rent Subsidy for Senior, Disabled or Low Income Households.** For eligible senior, disabled or low income households, relocation assistance may include payment of a rent subsidy of up to twenty-four months if needed to offset increased housing costs and secure comparable housing. The rent subsidy is the difference of rent paid by the resident in the park and any higher rent for either a space at another park if the mobile home is relocated, or rent for comparable housing if the resident moves to other rental housing. Mobile home owners who are eligible to sell their mobile home to the applicant at its in-place value may only receive the rent subsidy if the selling price is inadequate to secure comparable replacement housing for at least twenty-four months.

(C) **Mobile Home Relocation Costs for Mobile Home Owners.** For any eligible mobile home owner whose mobile home can be relocated, relocation assistance may include the lowest of three estimates obtained by the relocation specialist from licensed mobile home movers to physically relocate the mobile home to up to a maximum distance of one hundred miles. The mobile home owner is responsible for additional costs to move the mobile home to a location farther than one hundred miles. The estimates shall include the cost of disassembly of the mobile home, transportation to the new site, reinstallation, replacement or reconstruction of blocks, skirting, shiplap siding, porches, decks and awnings, earthquake bracing if necessary, insurance coverage during transport, and utility hook-ups.

(D) **Sale at One Hundred Percent In-Place Value for Mobile Home Owners.** For any eligible mobile home owner whose home cannot be relocated to a comparable park within twenty miles or another park chosen by the mobile home owner, the city council may require the applicant to purchase the mobile home at one hundred percent of its in-place value. The applicant shall hire a mobile home appraiser from a list provided by the director to determine the in-place value of the mobile home. If the mobile home owner disputes the appraised value of their mobile home, the mobile home owner may hire an appraiser from the director's list to obtain an appraisal. To be considered, the mobile home owner shall obtain the appraisal within one hundred eighty days of the approval date of the CIR. If a second appraisal is obtained, the mobile home owner is entitled to the average of the appraisals obtained by the applicant and the mobile home owner.

If the appraiser identifies lack of maintenance, deferred maintenance or deterioration of the subject park that negatively affects the value of a mobile home, the appraiser shall determine the value of the home with an upward adjustment in value if necessary to eliminate the negative effect in value caused by the lack of maintenance, deferred maintenance or deterioration, normal wear and tear excepted.

(E) **Right of First Refusal for Residents.** For all eligible residents, relocation assistance shall include the right of first refusal to purchase or rent new homes or apartments to be constructed on the park site. Income-eligible residents may have first priority to purchase or rent any below market rate (BMR) units which may be constructed on the park site, if they meet all eligibility requirements for the BMR housing program. In order to receive priority for BMR units, interested residents shall file a request with the housing division before vacating the park. (Ord. 2983-12 § 5).

19.72.090. Content of CIR.

The CIR shall contain all of the following information to adequately define and address the social and economic impacts of a proposed conversion or park closure on displaced residents and mobile home owners; unless the director determines that any of the following information would not be useful for a particular park.

(a) **Resident and Home Characteristics.** A description of the characteristics of the following:

(1) Homes. Date of manufacture, type, width, size, number of bedrooms of each mobile home or other dwelling, and any accessibility improvements, such as wheelchair ramps, lifts, and grab bars, listed by space number;

(2) Residents. Number of occupants in each home, household type (senior, disabled, low income, individual, family with minor children, or other), and type of occupancy (mobile home owner, tenant, or other); and

(3) Eligibility. Identification of those persons entitled to relocation assistance per Section 19.72.080 (Relocation assistance).

(b) Confidential Resident Information. A list containing additional information shall be submitted separately from the CIR. Because of the confidential content of this list, the director shall maintain the list as a confidential public record which shall not be disclosed to the public except under the judgment, order or decree of a court of competent jurisdiction issued pursuant to the California Public Records Act (Government Code Sections 6250 et seq.). The list shall contain the following:

(1) Personal Information. Names, addresses, and contact information of mobile home owners and residents;

(2) Occupancy. Length of occupancy, current monthly rent and lease terms, and whether each person is a mobile home owner that does not live in the park, a tenant, or person living in housing other than a mobile home; and

(3) Relocated Residents. New addresses for residents who have already relocated, if available.

(c) Vacant Spaces in Desired Locations. A list of vacant spaces in parks within twenty miles of the park, and in any other locations within California desired by mobile home owners. The list shall include the park name, address, number of vacancies, lease rates, the terms, policies and restrictions on the type of mobile homes and residents accepted, amenities offered, and proximity to services such as public transportation, schools, medical services, social and religious services, and grocery stores.

(d) Housing Alternatives. Availability and cost of renting or purchasing comparable housing in the city or any other locations desired by residents who cannot be relocated to a comparable park within twenty miles.

(e) Potential Relocation of Mobile Homes. A determination based on the information provided under subsections (a), (b), and (c) of the total number of mobile homes that could be relocated to a comparable park within twenty miles or other locations desired by mobile home owners.

(f) Relocation Plan. A relocation plan that specifies:

(1) Minimum Relocation Assistance. The minimum amount of relocation assistance the applicant agrees to pay each eligible resident and mobile home park owner under Section 19.72.090 (Relocation assistance) and a description of how the amount was determined;

(2) Replacement Housing. The type of replacement housing proposed for each resident (relocation to a comparable park, or rental or purchase of other housing); and

(3) Timetable. A timetable for implementing the physical relocation of mobile homes, implementation of relocation assistance, and conversion of the park.

(g) Contact Information for Services. Names and contact information shall be provided for the following:

(1) Relocation Specialist. The relocation specialist from the director's list with an explanation of the services available;

(2) Moving Companies. Names, contact information and fee schedules of moving companies selected by the relocation specialist and approved by the director, along with estimates for moving the mobile home, furniture and personal belongings; and

(3) Appraisers. Names, contact information and fee schedules of qualified mobile home appraisers from the director's list.

(h) Additional Information. Any additional information necessary to address the specific needs of residents and mobile home owners relevant to the park conversion, as determined by the director. (Ord. 2983-12 § 5).

19.72.100. CIR notice and informational meetings.

(a) CIR Notice and Distribution Thirty Days Before Hearing. The applicant shall provide notice, with proof of service, of the availability of the CIR to each mobile home owner and resident. Notice is only required to be sent to the person whose name appears on any rental agreement. This notice shall be provided at least thirty days before the housing and human services commission public hearing on the CIR and after director approval of the notice. The notice shall include:

- (1) A copy of the CIR;
- (2) A copy of this chapter; and
- (3) The date, time, and location of each scheduled informational meeting and public hearing on the CIR.

(b) Verification Fifteen Days Before Hearing. At least fifteen days before the housing and human services commission public hearing on the CIR, the applicant shall submit verification to the director that the required notice and materials have been received by each required recipient.

(c) Informational Meeting(s) Fourteen Days Before Hearing. At least fourteen days before the housing and human services commission public hearing on the CIR, the applicant shall hold at least one informational meeting for residents at the park. The meeting shall discuss the proposed timing of resident relocation, relocation assistance available, the contents of the CIR, and the status of any development application. The relocation specialist and director's designee shall be present at the informational meeting(s). (Ord. 2983-12 § 5).

19.72.110. Notice to prospective residents.

Before executing a rental agreement, the park owner shall advise, in writing, each prospective new resident that a development application for park conversion has been filed, or that the park has been determined to be undergoing conversion due to reduced occupancy, and that the new resident may not be entitled to any relocation assistance under Section 19.72.080 (Relocation assistance). (Ord. 2983-12 § 5).

19.72.120. Waiver from relocation assistance obligations.

(a) Waiver Request. If the applicant believes that providing the required relocation assistance would impose an unreasonable financial hardship, the applicant may request total or partial exemption from relocation assistance obligations in accordance with this section. The request shall be filed with the CIR.

(b) Disclosure to Residents. The applicant shall notify residents of the request for a waiver from relocation assistance obligations by including such information in the notice required by Section 19.72.100 (CIR notice and informational meetings).

(c) Required Information. To justify the basis for the request of a waiver from relocation assistance obligations, the applicant shall provide the following information with the CIR:

- (1) Financial Statements. Statements of profit and loss from the operations of the park for the most recent five-year period of the date of the application or request, verified by a certified public accountant;
- (2) Statement of Repairs and Improvements. A statement made under penalty of perjury by a state-licensed general contractor that repairs and improvements are necessary to maintain the park in a decent, safe and sanitary condition and to continue the use of the property as a mobile home park. The statement shall include an itemized list of the necessary repairs and improvements, their costs, and the minimum period of time they shall be made. The applicant shall also submit a statement verified by a certified public accountant on the necessary increase in rental rates of mobile home spaces within the park within the next five years necessary to pay for such repairs or improvements. At the director's discretion, the applicant may be required to hire another licensed general contractor selected by the director to analyze the submitted information from another licensed general contractor selected by the director;
- (3) Estimated Relocation Costs. The estimated total cost of relocation assistance based on the requirements of Section 19.72.080 (Relocation assistance) and as determined by the relocation specialist;
- (4) Appraised Value Estimate. A comparison by an appraiser from the director's list of the estimated values of the property if it were to continue as a mobile home park, and if the park were developed according to the proposed redevelopment of the park; and
- (5) Additional Information. Other information the applicant believes to be pertinent, or which may be required by the director. (Ord. 2983-12 § 5).

19.72.130. Findings and decisions.

- (a) CIR Approval Required Before Approval of Development Application. The city shall not take any action on a development application until the city council has approved the CIR. Public hearings on any development application for the park site shall not be held in conjunction with, or on the same night as any public hearing on the CIR.
- (b) Review of Waiver Request. The request for a waiver from relocation assistance obligations shall be reviewed concurrently with the CIR. After receiving a recommendation from the housing and human services commission, the city council may grant or deny the waiver request if the required documentation demonstrates that providing the required relocation assistance would impose an unreasonable financial hardship.
- (c) Findings and Decisions on CIR. Following a public hearing, the housing and human services commission shall make a recommendation to the city council to approve or conditionally approve the CIR based on the required findings. After receiving a recommendation from the housing and human services commission and holding at least one public hearing, the city council may approve or conditionally approve a CIR based on the required findings:
 - (1) Preparation, noticing, and distribution of the CIR has been done in compliance with this chapter; and
 - (2) The CIR includes adequate information and options, and takes adequate measures to address the adverse social and economic impacts on displaced residents and mobile home owners of a mobile home park conversion. (Ord. 2983-12 § 5).

19.72.140. Obligations after approval of CIR.

- (a) Applicant Responsibility. The applicant is responsible for verifying that the actions required in this section have been performed after CIR approval. The city council may allow reasonable modifications to the specified time limits.

(b) Selection of Relocation Assistance within One Hundred Twenty Days. Within one hundred twenty days of CIR approval, eligible residents and mobile home owners shall select the type of relocation assistance available per the CIR and confirm the selection with the relocation specialist. If a selection is not submitted, the relocation specialist may determine the appropriate relocation assistance based on the CIR.

(c) Complete Appraisals and Obtain Estimates within One Hundred Eighty Days. Within one hundred eighty days of CIR approval, any mobile home appraisals shall be completed and any estimates for mobile home relocation shall be obtained. If any of these actions are not completed within the required time frame due to any act on the part of the applicant, the notice of termination of tenancy required in subsection (d) shall be extended by ninety days for the affected mobile home owner.

(d) Termination of Tenancy One Hundred Eighty Days or More. The applicant shall give residents and mobile home owners at least one hundred eighty days' written notice of termination of tenancy from development application approval, or CIR approval for park closures.

(e) Payment Thirty-Five Days Before Termination of Tenancy. The applicant shall pay all required monetary relocation assistance to eligible residents and mobile home owners at least thirty-five days before termination of tenancy. In the case where a mobile home owner has opted to sell the mobile home, the mobile home owner shall submit any documents necessary to transfer complete title and ownership of the mobile home to the applicant, free and clear of all security interests, liens, or other encumbrances, provided that the relocation assistance paid to the mobile home owner is adequate to remove any existing liens.

(f) Verification Before Closure or Issuance of Building Permits. At least thirty-five days before the last resident's termination of tenancy, the applicant shall submit a statement made under penalty of perjury that required relocation assistance payments have been paid to eligible residents and mobile home owners. The statement shall specify each eligible resident and mobile home owner, the amount paid, the date of payment, and the type of relocation assistance selected by the resident or mobile home owner. The applicant is encouraged to submit receipts of payment as further verification. This verification shall be submitted before the park can be closed or before any building permits related to an approved development application can be issued. (Ord. 2983-12 § 5).

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Appendix 5

Statement of Qualifications - Dave Beccaria, Appraiser

QUALIFICATIONS OF THE REALTOR/APPRaiser

David F. Beccaria MBA, IFAS, IFA, ASA, MRICS, GAA, RAA, REALTOR

AREAS OF EXPERIENCE:

I have a broad background in Real Estate Appraisal, Real Estate Sales, and Property Management.

Real Estate Appraisal: My experience includes appraising single family residences, manufactured homes, lots, acreage, condominiums, 2-4 units, 5+ units, apartment complexes, improved land, income, industrial, and commercial property. I have extensive experience appraising mobile and manufactured homes on private property and in mobile home parks. Other appraisal experience includes review, relocation, bank-real estate owned (foreclosure) assignments, I am also **FHA approved**. I have completed or supervised the completion of more than 7,500 appraisal reports since 1989.

Specialty Appraisal Experience: Specialty experience includes the appraisal of mobile home parks and recreational vehicle parks. I have been selected as “Chief Appraiser” for numerous mobile home park closure assignments and appraisal assignments related to the conversion of mobile home parks to resident ownership. I have successfully completed in excess of 20 RCS (Rent Comparability Studies) throughout Northern California. Other appraisal experience includes casualty loss, litigation support, estate, gift, and partnership dissolution. I have also testified at rent control hearings and prepared Rent Studies for mobile home parks.

Litigation, Retrospective, and Forensic Appraisal: My appraisal work has been accepted in Santa Cruz, Santa Clara, and Monterey County Superior Courts. I have completed numerous Partial Interest Valuations. I have written well documented appraisal reports for casualty loss, litigation support, estate, gift, and partnership dissolution. I have completed retrospective valuations dating back to the 1960's for both estate and litigation related purposes.

I was appointed as a “Referee” for a partition action in Santa Cruz County Superior Court – Case No. CV 148151 and during the course of my engagement I supervised the liquidation of in excess of 20 properties. I was discharged in August of 2013 after successful completion of the assignment.

I have consistently completed appraisals for assessment appeals successfully, some of them with very substantial benefit to the property owner

Real Estate Brokerage: I have also been involved in Real Estate Brokerage since 1979. My experience includes residential and commercial real estate sales, leasing, & property management. I have been involved as either a listing or selling agent in over 375 transactions and have personally written in excess of 1,000 leases. I have assisted as the real estate agent in the successful completion of numerous IRS Section 1031 tax deferred exchanges for many of my investor clients. I have also handled the liquidation of in excess of 50 REO (Lender Owned) properties.

Geographic Areas of Service: I have completed narrative appraisal reports in Alameda, Monterey, Mendocino, Napa, San Benito, San Bernardino, San Francisco, San Joaquin, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, and Sonoma Counties. I have also handled real estate sales transactions in Santa Cruz, Monterey, Santa Clara, and San Benito Counties.

QUALIFICATIONS CONTINUED

WORK EXPERIENCE:

1-11 – Present. **Chief Executive Officer. Beccaria & Weber, Inc.** 830-F Bay Ave., Capitola, CA 95010.

Duties Include: Real Estate Appraisal (Commercial and Residential), Real Estate Brokerage (Commercial and Residential), Asset Management, and Business Development. I specialize in appraisal assignments for litigation, partnership dissolution, estate planning, and other legal related appraisal assignments.

8-87 to 12-11. **Owner. David F. Beccaria & Associates.** 830-F Bay Ave. Capitola, CA 95010.

Duties Included: Real Estate Appraisal (Commercial and Residential), Real Estate Brokerage (Commercial and Residential), and Property Management.

11-78 to 8-87. **Broker-Associate. Wellington Realtors.** 830-A Bay Avenue, Capitola, CA 95010.

Duties Included: Real Estate Sales (Commercial and Residential) and Property Management.

EDUCATION: 1970-1973. Graduated from *Soquel High School*.

1973-1977. Graduated from *Santa Clara University* with a Bachelor of Science in Commerce and a Major in Finance.

1977-1981. Graduated from *Golden Gate University* with an Master of Business Administration in Real Estate.

CALIFORNIA REAL ESTATE APPRAISAL CERTIFICATION:

Certified General Real Estate Appraiser in the State of California. CA # AG001943. Certified through 3-3-2017. I received a Certified General Real Estate Appraiser License in 2003 with State review of four of my narrative appraisal reports and successfully passing the Certified General Real Estate Appraisal Exam. I received a Certified Residential Real Estate Appraisal License in 1991 after successfully passing the Certified Residential Real Estate Appraisal Exam.

CALIFORNIA REAL ESTATE BROKER'S LICENSE:

I have been a licensed California **Real Estate Broker** since January of 1979. Department of Real Estate License #:00658104, licensed through 1-1-2019.

QUALIFICATIONS CONTINUED-AFFILIATIONS

NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS¹:

The N.A.I.F.A. is an Appraisal Sponsor of the Appraisal Foundation and is one of the eight original sponsoring members of the Foundation. My Member Number is #13282. I completed the requirements for the IFAS designation and the Certified General Real Estate Appraiser License in early 2003 by completing about 30 narrative appraisal reports under the direct supervision of other senior members over about an 11-year period. I also completed the NAIFA comprehensive written examination and submitted demonstration appraisal reports for both the IFA and the IFAS designations.

DESIGNATIONS

IFAS – Senior Member in the National Association of Independent Fee Appraisers.

IFA – Residential Member in the National Association of Independent Fee Appraisers.

NAIFA CENTRAL CALIFORNIA COAST CHAPTER SERVICE

Served as *President* of the Central California Coast Chapter for the 95/96 and the 96/97 terms.

Served as *Vice President* of the Central California Coast Chapter for about 10 years.

Served as *Education Coordinator* of the Central California Coast Chapter for about 15 years.

During my term as Education Coordinator I personally organized in excess of 40 appraisal seminars for the Central CA Coast Chapter of NAIFA.

AWARDS

SELECTED NAIFA “CALIFORNIA APPRAISER OF THE YEAR” IN 2002.

RECEIVED A PLAQUE FOR SERVICE TO THE CENTRAL COAST CHAPTER IN 1999.

MEMBER OF THE “QUARTER CENTURY CLUB” FOR CONTINUOUS MEMBERSHIP IN N.A.I.F.A. FOR 25 YEARS OR MORE.

ROYAL INSTITUTION OF CHARTERED SURVEYORS²:

I am a Member of the Royal Institution of Chartered Surveyors (RICS). The RICS is an International Sponsor of the Appraisal Foundation. My member number is #5607161. I hold both the designation MRICS from RICS and the title Chartered Valuation Surveyor from RICS.

MRICS - I Received the MRICS Designation in January of 2011.

CHARTERED VALUATION SURVEYOR - Received in January of 2011.

1 The National Association of Independent Fee Appraisers was founded in 1961 as a non-profit association of professional real estate appraisers. It is an original Appraisal Sponsor of the Appraisal Foundation.

2 The Royal Institution of Chartered Surveyors is an International Appraisal Sponsor of the Appraisal Foundation.

QUALIFICATIONS CONTINUED-AFFILIATIONS

NATIONAL ASSOCIATION OF REALTORS³:

“REALTOR” in the National Association of Realtors (NAR), the National Association of Realtors Appraisal Section, the California Association of Realtors(CAR), and the Santa Cruz Association of Realtors(SCAOR). I have been a continuous member NAR, CAR, and the SCAOR since January of 1979. I have served on the Grievance Committee, the Finance Committee, and the Board of Directors for the Santa Cruz Association of Realtors.

Served on the Board of Directors for the Santa Cruz Association of Realtors in 1985.

Recognized for 20 years of membership in the SCAOR in 2000.

Recognized for 25 years of membership in the SCAOR in 2004.

Founding Member of the National Association of Realtors Appraisal Section.

“GAA”-General Accredited Appraiser in the NAR Appraisal Section #4909.

The requirements for the GAA Designation are as follows:

*State Certified General Appraiser.

*60 hours of tested appraisal course work in addition to The Appraisal Foundation's education requirement for general certification.

*Minimum of 1,000 hours of experience in addition to the general certification requirement.

*Member of the National Association of Realtors.

"RAA"-Residential Accredited Appraiser in the NAR Appraisal Section #36.

The requirements for the RAA Designation are as follows:

*State Certified Residential Appraiser.

*45 hours of tested appraisal course work in addition to The Appraisal Foundation's education requirement for residential certification.

*Minimum of 1,000 hours experience in addition to the residential certification requirement.

*Member of the National Association of Realtors.

AMERICAN SOCIETY OF APPRAISERS⁴:

I earned the ASA designation (Accredited Senior Appraiser) in the American Society of Appraisers having met their criteria for advancement on March 26th, 2014. My advancement was approved by their International Board of Examiners. The ASA is an Appraisal Sponsor of the Appraisal Foundation.

“ASA” - Accredited Senior Appraiser in the American Society of Appraisers

3 The National Association of Realtors is an Affiliate Sponsor of the Appraisal Foundation.

4 The American Society of Appraisers is the largest multi-discipline organization representing appraisers. The society was founded in 1936 and is one of the eight major appraisal groups that founded the Appraisal Foundation.

QUALIFICATIONS CONTINUED-NAIFA COURSES COMPLETED

I have taken the following courses through the National Association of Independent Fee Appraisers⁵ as live classroom courses.

COURSE	PROVIDER	DATE	HOURS
1.2A Market Abstraction Review.	N.A.I.F.A.	10/17/02.	4 hours.
1.3 Basic Construction Terminology.	N.A.I.F.A.	11/4/99.	4 hours.
1.3D Home Inspections: Common Defects.	N.A.I.F.A.	3/21/03.	4 hours.
1.5 Residential Analysis for Small Income Properties.	N.A.I.F.A.	2/7 - 2/8/06.	15 hours.
2.0 Financial Analysis of Income Properties.	N.A.I.F.A.	1/14-15/99.	15 hours.
2.1A Basic Commercial Review.	N.A.I.F.A.	11/5/99.	4 hours.
2.3A Litigation Support.	N.A.I.F.A.	3/23-24/00.	15 hours.
2.9 Capitalization Rates.	N.A.I.F.A.	11/12/04.	8 hours.
3.0A Valuation of Landscape Improvements.	N.A.I.F.A.	2/21/03.	8 hours.
4.0 Applying the Marshall & Swift Cost Service.	N.A.I.F.A.	4/21/89.	7 hours.
4.4A Relocation Seminar.	N.A.I.F.A.	3/21/03.	4 hours.
4.5D The URAR Appraisal Review	N.A.I.F.A.	2/3/04.	2 hours.
4.6A Reviewing Residential Appraisals.	N.A.I.F.A.	9/10/09.	7 hours.
4.6B Advanced Review Techniques.	N.A.I.F.A.	9/11/09.	7 hours.
4.7 Basic Residential HUD App. Requirements.	N.A.I.F.A.	7/15/99.	7 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	11/13-14/90.	15 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	10/8-9/98.	15 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	2/21-22/02.	15 hours.
5.0A Standards Review.	N.A.I.F.A.	4/20/01.	8 hours.
5.0B Limited Appraisals & USPAP.	N.A.I.F.A.	7/15/94.	8 hours
5.0F Ethics.	N.A.I.F.A.	11/7/06.	2 hours.
5.2A Fair Lending Requirements Seminar.	N.A.I.F.A.	5/3/02.	4 hours.
5.3 Scope of Work	N.A.I.F.A.	2/19/04.	8 hours
6.7 The Cost Approach for Residential Properties.	N.A.I.F.A.	2/9/07.	7 hours.
8.2 Land Use.	N.A.I.F.A.	3/29/96.	7 hours.
8.3 Is the Comparable Comparable.	N.A.I.F.A.	5/5/95.	8 hours
9.0 Concepts, Terminology, and Techniques.	N.A.I.F.A.	9/16-19/91.	30 hours.
9.8 2005 Fannie Mae Forms.	N.A.I.F.A.	9/23/05.	8 hours.
11.8A Calculating G.L.A. Using ANSI Stand.	N.A.I.F.A.	10/17/02.	4 hours.
15.7A Valuing Undivided Fractional Interest.	N.A.I.F.A.	5/3/02.	4 hours.
19.1 Appraiser's Guide to Environmental Issues.	N.A.I.F.A.	3/13/08.	7 hours.
99.7A Blueprint Reading.	N.A.I.F.A.	10/24/03.	4 hours.
Institutional Fraud.	N.A.I.F.A.	4/9/09.	4 hours.
FHA Current Appraisal Requirements.	N.A.I.F.A.	11/8/08.	7 hours.

⁵ The National Association of Independent Fee Appraisers was established in 1961 as a non profit association of professional real estate appraisers and is one of the original Appraisal Sponsors of the Appraisal Foundation.

QUALIFICATIONS CONTINUED

Qualifications Continued – Other Seminars

Appraising in a Dynamic Market.	Appraisal Training.	3/21/12.	2 Hours.
U.S.P.A.P. Update Course.	Appraisal Training.	3/21/2012.	7 Hours.
UAD & General Purpose Appraisal Reports.	Appraisal Training.	8/9/11.	7 hours.
Market Segmentation & Supporting Trends.	Appraisal Training.	4/6/11.	7 hours.
National USPAP Update Course.	Appraisal Training.	4/8/10.	7 Hours.
Residential Report Writing.	Appraisal Training.	7/12/09.	7 Hours.
Understanding Highest and Best Use.	Appraisal Training.	10/17/2012.	4 Hours.
Laws & Regulations for CA Appraisers.	Appraisal Training.	10/17/2012.	4 Hours.
U.S.P.A.P. - Update.	Appraisal Training.	3/26/06.	7 Hours.
CYA.	Elliott Schultz Appraisal.	4/8/10.	2 Hours.
36 th Annual Monterey Bay Appraisal Seminar.	MBAS.	5/11/96.	8 hours.
46 th Annual Monterey Bay Appraisal Seminar.	MBAS.	4/30/05.	7 Hours.
Appraising Manufactured Homes.	Nelson Hummel.	10/23/95.	7.5 Hours.
Appraisal Techniques.	Western Schools.	10/27/89.	21 Hours.
Estimating Loss in Value.	Appraisal Institute.	10/5/07.	4 Hours.
National USPAP Update Course 2014-2015	McKissock.	11/20/13.	7 Hours.
California Appraisal Laws and Regulations.	Kaplan	7/18/14.	4 Hours.

Graduate School Courses in Real Estate, Appraisal, Marketing, and Management:

Fall 1977.	45 hours.	RE200 Real Estate Concepts.	Golden Gate University.
Fall 1977.	45 hours.	RE202 Valuation of Real Estate.	Golden Gate University.
Fall 1977.	45 hours.	RE203 Taxation of Real Estate.	Golden Gate University.
Spring 1978.	45 hours.	RE201 Financial Analysis for Real Estate.	Golden Gate University.
Spring 1978.	45 hours.	RE204 Topics of Real Estate Law.	Golden Gate University.
Fall 1979.	45 hours.	HR240 Human Problems Administration.	Golden Gate University.
Spring 1980.	45 hours.	GM278 Management Sml. Ent.	Golden Gate University.
Summer 1980.	45 hours.	MA230 Marketing Management.	Golden Gate University.
Spring 1981.	45 hours.	MA334 International Marketing.	Golden Gate University.
Summer 1981.	45 hours.	GM363 Operations Management.	Golden Gate University.

Undergraduate School Courses in Real Estate, Finance, Economics, Statistics and Related Topics:

Spring 1977.	48 hours.	RE50 Real Estate Principles.	Foothill College.
1974-1975.	ECON 001.	Principles of Economics.	Santa Clara University.
1974-1975.	ECON 002.	Principles of Economics.	Santa Clara University.
1974-1975.	QNTV 040.	Statistics.	Santa Clara University.
1974-1975.	ACTG 001.	Fundamentals of Accounting.	Santa Clara University.
1974-1975.	ACTG 003.	Managerial Accounting.	Santa Clara University.
1975-1976.	ACTG 130.	Intermediate Accounting.	Santa Clara University.
1975-1976.	QNTV 100.	Quantitative Methods.	Santa Clara University.
1975-1976.	FIN 121.	Financial Management.	Santa Clara University.
1975-1976.	FIN 125.	Financial Policy.	Santa Clara University.
1976-1976.	MKTG 181.	Principles of Marketing.	Santa Clara University.
1976-1977.	ECON 114.	Microeconomics I.	Santa Clara University.
1976-1977.	FIN 124.	Investments.	Santa Clara University.
1976-1977.	FIN 126.	Dynamic Financial Systems.	Santa Clara University.
1976-1977.	FIN 129.	Sen. Financial Sem.	Santa Clara University.
1976-1977.	FIN 150.	Life Insurance.	Santa Clara University.

QUALIFICATIONS CONTINUED

Other Education:

12/9/1978. Certificate of Completion. Anthony Schools of San Francisco. Real Estate Broker License Course.

3/14/1984. Certificate of Completion. First Interstate Bank of California. Financial Management of the Closely Held Business.

Professional Realty Institute:

Course 111. Investment Property Analysis. 9/14/2007. Santa Cruz Association of Realtors.

The CE Shop Inc. (California Association of Realtors - Broker License Renewal Education)

12/27/2013.	3 Hours.	Anatomy of a Commercial Building.	California Association of Realtors.
12/27/2013.	3 Hours.	Determining the Value of Commercial Properties.	California Association of Realtors.
12/27/2013.	3 Hours.	The Fundamentals of Commercial Real Estate.	California Association of Realtors.
12/30/2013.	3 Hours.	Client Advocacy in Commercial Real Estate.	California Association of Realtors.
01/02/2014.	3 Hours.	Investment Strategies in Commercial Real Estate.	California Association of Realtors.
01/02/2014.	3 Hours.	Commercial Landlord Representation.	California Association of Realtors.
01/02/2014.	3 Hours.	Online Risk Management.	California Association of Realtors.
01/03/2014.	3 Hours.	Sign Here: Contract Law on E-Signatures.	California Association of Realtors.
04/03/2014.	3 Hours.	California Agency.	California Association of Realtors.
07/04/2014.	3 Hours.	California Fair Housing.	California Association of Realtors.
07/05/2014.	6 Hours.	Foundation of Real Estate Finance.	California Association of Realtors.
07/05/2014.	3 Hours.	Hot Market Strategies California.	California Association of Realtors.
07/15/2014.	3 Hours.	California Ethics.	California Association of Realtors.
07/15/2014.	3 Hours.	California Trust Fund Handling.	California Association of Realtors.

Appendix 6

Purchase of Nick's Trailer Court



First American

myFirstAm®

Recorded Document

1008 E El Camino Real, Sunnyvale, CA 94087

The requested Recorded Document images are displayed in the subsequent pages for the following property:

**1008 E El Camino Real
Sunnyvale, CA 94087**

**Document Number: 000022646341
Document Date: 07/15/2014**

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

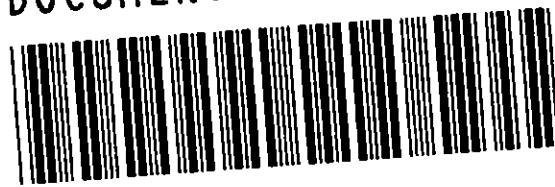
RECORDING REQUESTED BY

First American Title Company National Commercial
Services

AND WHEN RECORDED MAIL DOCUMENT TO:

Sunnyvale Park LLC
c/o Asset Preservation, Inc.
1420 Rocky Ridge Drive, Suite 100
Roseville, CA 95661
Attn: Jane Mervine

DOCUMENT: 22646341



Pages: 4

Fees.... 34.00
Taxes... ** Conf **
Copies...
AMT PAID 34.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 026
7/15/2014
2:22 PM

Space Above This Line for Recorder's Use Only

A.P.N.: 313-03-011

File No.: NCS-654906-CC (pn)

GRANT DEED

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

[Mildred M. Citraro
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Mildred M. Citraro, Trustee of the Mildred M. Citraro Survivor's Trust dated November 8, 1990 and Mildred M. Citraro, Trustee of the Paul V. Citraro Family Trust dated November 8, 1990 and Mildred M. Citraro, Trustee of the Paul V. Citraro Marital Trust dated November 8, 1990**

hereby GRANTS to Sunnyvale Park, LLC, a California limited liability company
the following described property in the City of **Sunnyvale**, County of **Santa Clara**, State of **California**:

Beginning at a 3/4" iron pipe set on the Southerly line of the San Francisco-San Jose Road (State Highway) as the same exists 100.00 feet in width, distant thereon North 89° 54' East 605.89 feet from the intersection of the Southerly line of the said San Francisco-San Jose Road with the Westerly line of that certain parcel of land described as Parcel One in the Deed from Nancy Schermerhorn Shaw, et al to Tgnazio Castello et ux, dated October 16, 1946, recorded November 07, 1946 in Book 1399 Official Records, Page 289, Santa Clara County Records; said point of beginning also being the Northwesterly corner of that certain 1.8707 acre tract of land as shown upon that certain Map entitled, "Record of Survey of a Part of the Quito Rancho Santa Clara County for Nicolas & Encarnacion Segador", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 11, 1949 in Book 21 of Maps, at Page 53; running thence North 89° 54' East along the said Southerly line of the San Francisco-San Jose Road 230.15 feet to a 3/4" iron pipe; thence leaving said last named line and running South 0° 18' East 347.67 feet to a 3/4" iron pipe; running thence South 86° 36' West 230.19 feet to a 3/4" iron pipe; running thence North 0° 20' 45" West 360.93 feet to the point of beginning, as shown upon that certain Map entitled, "Record of Survey of a Part of the Quito Rancho Santa Clara County for Nicolas & Encarnacion Segador", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 11, 1949 in Book 21 of Maps, at Page 53.

EXCEPTING THEREFROM, that portion thereof as granted to the City of Sunnyvale, a Municipal Corporation, in that certain Grant Deed recorded March 05, 1973 in Book 0263, Page 434 of Official Records, and being more particularly described as follows:

Date: **03/14/2014**

The Northerly 10.00 feet of that certain 1.8707 acre parcel of land, as said parcel is shown on that certain Map entitled "Record of Survey of a Part of the Quito Rancho Santa Clara County for Nicolas & Encarnacion Segador", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on April II, 1949 in Book 21 of Maps at Page 53, the Easterly and Westerly terminus of said 10.00 foot strip of land are to terminate on the Easterly and Westerly lines of said 1.8707 acre parcel of land the Northerly line of said 10.00 foot strip of land lies Southerly at right angles 50.00 feet from the centerline of El Camino.

Date: **03/14/2014**

A.P.N.: 313-03-011

File No.: NCS-654906-CC (pn)

Dated: **03/14/2014**

Mildred M. Citraro, Trustee of the Mildred M.
Citraro Survivor's Trust dated November 8,
1990

Mildred M. Citraro
Mildred M. Citraro, Trustee

Mildred M. Citraro, Trustee of the Paul V.
Citraro Family Trust dated November 8,
1990

Mildred M. Citraro
Mildred M. Citraro, Trustee

Mildred M. Citraro, Trustee of the Paul V.
Citraro Marital Trust dated November 8,
1990

Mildred M. Citraro
Mildred M. Citraro, Trustee

STATE OF California)SS
COUNTY OF Santa Clara)

On July 10, 2014, before me, Linda L. Davis, Notary
Public, personally appeared Mildred M. Citraro

, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

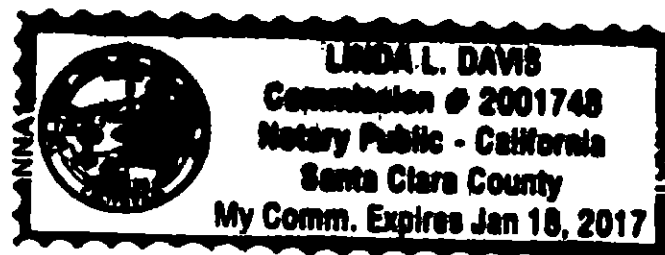
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature

Linda L. Davis

My Commission Expires: 1-18-17



This area for official notarial seal

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY: LINDA L. DAVIS

COMMISSION NUMBER: 2001748

NOTARY PUBLIC STATE: CALIFORNIA

NOTARY PUBLIC COUNTY: SANTA CLARA

DATE COMMISSION EXPIRES: JANUARY 18, 2017

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: NICOLE HERNANDEZ

CITY & STATE OF EXECUTION: WALNUT CREEK, CA

DATE SIGNED: July 15, 2014

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

Appendix 7

Each Letter to Tenant about Reduced Occupancy Conversion

December 6, 2014

Nick's Trailer Court
1008 E. El Camino Real, Space
Sunnyvale, CA 94087

Dear Nick's Trailer Park Resident:

As you all know, Nick's Trailer Court was sold to Sunnyvale Park, LLC in July of this year. Sunnyvale Park, LLC has decided to close the park and convert it to a different use. We would like to invite you to a Nick's Trailer Park Residents meeting on **December 11th, 2014 at The Domain Hotel**. There will be two separate meetings offering the same information with one from **3 pm - 4:30 pm** and the other from **5 pm - 6:30 pm**. The subject of the meeting will be to inform the residents of Nick's Trailer Park that the park will be closing. Moving forward we would like to keep Residents as well informed as possible on the park's closure and status of your relocation accommodations.

At these meetings you will be introduced to consultants that are working for and with the city who will outline the steps of the closure process. One of the consultants will be a housing relocation specialist who will be working with you to help you identify and find new housing. You will also have the opportunity to ask questions during the meeting.

Spanish translation will be provided for all meetings if needed. If you are in need of transportation to or from the meeting, other special accommodations, or if you cannot attend at these times, please notify the Park office (245-6423) as soon as possible so we can make arrangements for you. Refreshments will be provided for each meeting.

Nick's Trailer Park Closure -- Informational Meeting Invitation:

What type of meeting?: An informational meeting to explain the next steps of Nick's Trailer Park closure process.

Who should attend?: All park residents (head of household)

Where?: The Domain Hotel, located at 1085 E. El Camino Real (.25 miles East on El Camino towards Sycamore Terrace)

When?: Two separate meetings on Thursday December 11, 2014

- Meeting #1 → 12/11/14 from 3:00 pm - 4:30 pm
- Meeting #2 → 12/11/14 from 5:00 - 6:30 pm

Sincerely,

Jay Coles
Sunnyvale Park, LLC

cc: Director, Community Development Department, City of Sunnyvale

Diciembre 6 del 2014

Nick's Trailer Court
1008 E. El Camino Real, Space :
Sunnyvale, CA 94087

Estimado Residente de Nick's Trailer Park:

Como ustedes ya saben, Nick's Trailer Court ha sido vendido a Sunnyvale Park, LLC en Julio de este año. Sunnyvale Park, LLC ha decidido cerrar el parque y convertirlo para otro uso. Queremos invitarlos a la reunión para los residentes de Nick's Trailer Park Diciembre 11 del 2014 en el Hotel Domain. Van a haber dos diferentes reuniones que ofrecerán la misma información. Una reunión va a ser de las 3 pm – 4:30 pm y la otra de las 5 pm – 6:30 pm. El tema de la reunión será informar a los residentes de Nick's Trailer Park que el parque cerrara. De ahora en adelante quisiéramos mantener a los residentes lo más informados posible del cierre del parque y del estado de las acomodaciones de reubicación.

En estas reuniones se le presentara a los consultores que van a trabajar para y con la ciudad que le comunicaran lo pasos del cierre del parque. Uno de los consultores será un especialista de reubicación de vivienda que trabajara con usted para ayudarlo a identificar y encontrar nueva vivienda. También tendrá la oportunidad de hacer preguntas durante la reunión.

Traducción en español será proveída para todas las reuniones si es necesario. Se tiene necesidad de transportación al o de regreso de la reunión, otras acomodaciones especiales, o si usted no puede asistir durante estas horas, por favor notifique a la oficina del parque (245-6423) lo más pronto posible para poder hacer los arreglos para usted. Refrescos serán proveídos para cara reunión.

Clausura de Nick's Tráiler Park – Invitación a la Reunión de Información:

Qué tipo de reunión? Una reunión de información para explicar los siguientes pasos del proceso de cierre de Nick's Tráiler Park.

Quien debe de asistir? Todos los residentes del parque (cabeza de cada familia)

Donde? El Hotel Domain, localizado en el 1085 E. El Camino Real (.25 millas al Este del Camino con rumbo a Sycamore Terrace)

Cuando? Dos reuniones separadas el jueves, Diciembre 11 del 2014.

- Reunión #1 → 12/11/14 de 3:00 pm - 4:30 pm
- Reunión #2 → 12/11/14 de 5:00 pm - 6:30 pm

Atentamente,

Jay Coles
Sunnyvale Park, LLC

cc: Director, Community Development Department, City of Sunnyvale

Sunnyvale Park, LLC

December 5, 2014

Dear Resident of Nick's Trailer Court:

As you all know, Nick's Trailer Court was sold to Sunnyvale Park, LLC in July of this year. Sunnyvale Park, LLC has decided to close the park and convert it to a different use. We would like to invite you to a Nick's Trailer Court residents' meeting on **December 11th, 2014 at The Domain Hotel**. There will be two separate meetings offering the same information, with one from **3 pm - 4:30 pm** and the other from **5 pm - 6:30 pm**. The subject of the meeting will be to inform the residents of Nick's Trailer Court that the park will be closing. Moving forward we would like to keep residents as well informed as possible on the park's closure and status of your relocation accommodations.

At these meetings you will be introduced to consultants that are working for and with the city who will outline the steps of the closure process. One of the consultants will be a housing relocation specialist who will be working with you to help you identify and find new housing. You will also have the opportunity to ask questions during the meeting.

Spanish translation will be provided for all meetings if needed. If you are in need of transportation to or from the meeting, other special accommodations, or if you cannot attend at these times, please notify the Park office (245-6423) as soon as possible so we can make arrangements for you. Refreshments will be provided for each meeting.

Nick's Trailer Court Closure -- Informational Meeting Invitation:

- What type of meeting?** An informational meeting to explain the next steps of Nick's Trailer Court closure process.
- Who should attend?** All park residents (head of household)
- Where?** The Domain Hotel, located at 1085 E. El Camino Real (.25 miles East on El Camino towards Sycamore Terrace)
- When?** Two separate meetings on Thursday December 11, 2014:
- Meeting #1: from 3:00 pm - 4:30 pm
 - Meeting #2: from 5:00 pm - 6:30 pm

Sincerely,

Jay Coles
Sunnyvale Park, LLC

cc: Director, Community Development Department, City of Sunnyvale

Sunnyvale Park, LLC

5 del diciembre 2014

Estimado Residente de Nick's Trailer Court:

Como ustedes ya saben, Nick's Trailer Court ha sido vendido a Sunnyvale Park, LLC en Julio de este año. Sunnyvale Park, LLC ha decidido cerrar el parque y convertirlo para otro uso. Queremos invitarlos a la reunión para los residentes de Nick's Trailer Court Diciembre 11 del 2014 en el Hotel Domain. Van a haber dos diferentes reuniones que ofrecerán la misma información. Una reunión va a ser de las 3 pm – 4:30 pm y la otra de las 5 pm – 6:30 pm. El tema de la reunión será informar a los residentes de Nick's Trailer Court que el parque cerrara. De ahora en adelante quisiéramos mantener a los residentes lo más informados posible del cierre del parque y del estado de las acomodaciones de reubicación.

En estas reuniones se le presentara a los consultores que van a trabajar para y con la ciudad que le comunicaran los pasos del cierre del parque. Uno de los consultores será un especialista de reubicación de vivienda que trabajara con usted para ayudarlo a identificar y encontrar nueva vivienda. También tendrá la oportunidad de hacer preguntas durante la reunión.

Traducción en español será proveída para todas las reuniones si es necesario. Se tiene necesidad de transportación al o de regreso de la reunión, otras acomodaciones especiales, o si usted no puede asistir durante estas horas, por favor notifique a la oficina del parque (245-6423) lo más pronto posible para poder hacer los arreglos para usted. Refrescos serán proveídos para cada reunión.

Clausura de Nick's Tráiler Court – Invitación a la Reunión de Información:

¿Qué tipo de reunión?	Una reunión de información para explicar los siguientes pasos del proceso de cierre de Nick's Tráiler Park.
¿Quién debe de asistir?	Todos los residentes del parque (cabeza de cada familia)
¿Dónde?	El Hotel Domain, localizado en el 1085 E. El Camino Real (.25 millas al Este del Camino con rumbo a Sycamore Terrace)
¿Cuándo?	Dos reuniones separadas en el jueves, 11 de diciembre 2014: <ul style="list-style-type: none">• Reunión #1: de 3:00 a las 4:30 p.m. de la tarde• Reunión #2: de 5:00 a las 6:30 p.m. de la tarde

Atentamente,

Jay Coles
Sunnyvale Park, LLC

cc: Director, Departamento de Desarrollo Comunitario, Ciudad de Sunnyvale

AGENDA
Informational Meetings Regarding
The Closure of Nick's Trailer Court

Thursday, December 10, 2014 at 3:00 pm to 4:30 pm and 5:00 pm to 6:30 pm.

The Domain Hotel
1085 E. El Camino Real, Sunnyvale, CA 94087

- I. Welcome and introduction of Speakers.
- II. Welcome from City of Sunnyvale and overview of City of Sunnyvale's involvement in closure process
- III. Overview of Sunnyvale Ordinance concerning closure of a Mobilehome Park
 - a. Legal Obligations of the Park Owner to the Mobilehome owners and renters of homes in the Park.
 - b. Proposed Timeline for Park closure
- IV. Presentation by designated Housing Relocation Specialist
 - a. Overview of Housing Relocation Services to be provided by David Richman, Owner of Autotemp.
 - b. Initial mobile home owner interviews
 - c. Consultants' presence in the Park.
- V. Questions?

Speakers:

Jay D. Coles, *On Behalf of Park Owner, Sunnyvale Park LLC*
Susan Ise, *City of Sunnyvale Housing Officer*
Margaret Ecker Nanda, *Attorney at Law*
David Richman, *Housing Relocation Specialist, Autotemp*

Contact Information for Speakers:

<p>PARK OWNER: Sunnyvale Park, LLC Jay Coles 1801 I Street, 2nd Floor Sacramento, CA 95811-3000 Phone: 916.444.9821 Cell: 916.505.1931 Fax: 916.444.9843 Email: jdc@antonllc.com</p> <p>Managing Agent for the Park Owner: Evans Management Services 871 38th Avenue Santa Cruz, CA 95062 Phone: 831.475.0335 Fax: 831.475.0557</p>	<p>Margaret Ecker Nanda Attorney at Law 485 Alberto Way, Suite 100 Los Gatos, CA 95032 Phone: 408.355.7010 Fax: 408.355.7094 margaret.nanda@infogain.com</p>	<p>Autotemp – Housing Relocation Specialist Teresa Laverde – bilingual in English and Spanish Phone: 888.202.9195 Ext 2 Email: teresa@autotempservices.com</p>
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<p><u>CITY OF SUNNYVALE</u> Suzanne Ise <i>Housing Officer</i> Community Development Department City of Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94086 Phone: 408.730.7250 Email: sise@sunnyvale.ca.gov</p>	<p>Ernie Defrenchi <i>Affordable Housing Officer</i> Community Development Department City of Sunnyvale 456 W. Olive Sunnyvale, CA 94086 Phone 408.730.7250 Email: edefrenchi@sunnyvale.ca.gov</p>
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I. OVERVIEW OF CLOSURE OF NICK’S TRAILER COURT

1. There are 2 separate sets of laws that govern the closure of Nick’s Trailer Court and the park owner must comply with both laws. The laws were created to protect the mobile home owners and mobile home tenants when a park undergoes a “change of use”.

- A. **Sunnyvale Municipal Code, Title 19. Zoning, Article 5, Special Housing Issues, Chapter 19.72 Mobile Home Park Conversions** – referred to in this document as the “Conversion Ordinance”. A copy is attached.
- B. **The California Mobilehome Residency Law, Civil Code Sections 798 et seq.; California RV Occupancy Law, Civil Code Sections 799.20 et seq.; California Government Code Sections 65863.7 and 66427.4.**

2. Under Civil Code Section 798.56(g), a park owner may terminate a tenancy in the park if the park undergoes a “change of use.” Nick’s Trailer Court is undergoing a “change of use”.

3. Definition of Residents: The Sunnyvale Conversion Ordinance defines two categories of persons who live at Nick’s.

- 1) The first are “mobile home owners” who are the registered owners of the mobilehomes and have the right to use a mobile home space in the park. (See Section 19.72.020, subsection (h)).
- 2) The second are “tenants” meaning a person living in a mobilehome or other dwelling within the park under a bona fide lease or agreement and *who is not a mobile home owner*. (Emphasis supplied). (See Section 19.72.010, subsection (o)).

The Ordinance refers to both of these categories of occupants as “residents.”

4. Park Conversion because of vacancy:

Under the Sunnyvale Conversion Ordinance, a conversion is deemed to occur when twenty-five per cent (25%) or more of the spaces in the park are uninhabited. See Section 19.72.070, subsection (a).

On September 26, 2014, Sunnyvale Park, LLC sent to Hanson Hom, the Director of the Community Development Department, a letter informing him that pursuant to Section 19.72.070, subsection (a) of the Sunnyvale Conversion Ordinance, the vacancy rate at the park was twenty-seven (27%) and thus the park was undergoing conversion or closure because more than twenty-five (25%) of the spaces were vacant. Representatives of the City of Sunnyvale have confirmed the vacancy rate at Nick’s

Trailer Court. You received a letter dated December 5, 2014 from Hanson Hom, Director of the Community Development Department, which confirmed this fact.

6. The Sunnyvale Conversion Ordinance requires the “applicant” or the park owner to file with the City a Conversion Impact Report (CIR). This is a written report, which will be submitted before the City Council and they will review and approve any park conversion. See Section 19.72.050

7. What kind of information will the CIR contain? (Section 19.72.090)

A. The CIR will contain a detailed description of all of the mobile homes, a description of the residents who live in the mobile homes (including age, income level, if any are disabled) and will also identify the persons who are entitled to receive relocation assistance. (Section 19.72.090, subsection (a)).

B. Information about the residents will be **confidential, will not be disclosed to the public, and will be maintained by the Director of the Community Development Department**. The confidential information will include names, addresses, income levels, whether that person is an owner or a renter of the mobile home, how long they have lived in the park, and the terms of their rental agreement with the park, such as the amount of the space rent. (Section 19.72.090, subsection (b)). This information will not appear in the CIR.

C. The CIR will list any vacant mobilehome spaces within a twenty (20) mile radius. Further, the CIR will describe the potential relocation of mobile homes, and make a determination of the total number of mobile homes that could be relocated to a comparable park within twenty (20) miles. (Section 19.72.090, subsections (c) and (e)).

D. The CIR will contain information regarding “housing alternatives,” which will detail the cost of renting or purchasing comparable housing in Sunnyvale or other locations desired by the residents if they cannot be relocated to a comparable park within twenty (20) miles. (Section 19.72.090, subsections (d)).

E. The CIR must contain a **Relocation Plan** which is discussed in more detail in Section 8 below. The Relocation Plan must specify and discuss relocation assistance, replacement housing and a timetable for the conversion of the park. (Section 19.72.090, subsections (f) (1) through (3)).

F. The CIR must contain: contact information for the Housing Relocation Specialist; contact Information and fee schedules for moving companies; and the names and fee schedules of qualified mobile home appraisers.

II. RELOCATION ASSISTANCE FOR MOBILE HOME OWNERS WHO ARE TENANTS AT NICK'S PURSUANT TO A WRITTEN RENTAL AGREEMENT

Under state law (Government Code Sections 65863.7 and 66426.4) the Park Owner, as the applicant, will provide relocation assistance to mitigate the adverse impact of the closure of the park on the displaced resident and mobile home owners in a manner that does not exceed the reasonable costs of relocation. At a *minimum* the mobile home owners who reside in the park pursuant to a written rental agreement will be provided the following relocation assistance (See Section 19.72.080, subsection (a); Emphasis supplied):

1. **Moving allowance** to move to another park or other replacement housing up to a distance of one hundred (100) miles. Moving allowance includes:
 - (A) The cost to move furniture and personal belongings
 - (B) Rent for first and last month at the new location;
 - (C) Required security deposit at the new location;
 - (D) Temporary lodging, if applicable.See Section 19.72.080; subsection (d) (1).
2. Other relocation assistance may include **accessibility improvements for mobile home owners**. For example payment of the cost to reinstall or replace any accessibility improvements made to the mobile homes such as:
 - Wheelchair ramps
 - Lifts
 - Grab bars
 - See Section 19.72.080, subsection (d) (2) (A).
3. **Rent Subsidy**. A rent subsidy is the difference between the current rent amount paid by the resident in the park and any higher rent paid for either: another mobile home space at another park, if your home is relocated; or for comparable rental housing. For example, if your current base space rent is \$980 per month and you move to comparable rental housing, or move your home to another mobilehome park, and the base rent (excluding utilities) is \$1280 per month, the rent subsidy is \$300 per month.

New rent: \$1,280

Space rent at Nick's at the time you vacate the park: \$980

Difference = \$300 per month

If you qualify for a rent subsidy it may be paid for a period of up to 24 months.

You will qualify for the rent subsidy, if you are in one of the following categories:

Senior household –Head of household, age 62 or older

Or

Disabled – defined in Section 19.72.020, subsection (d) of the Ordinance

Or

Low income (for the entire household, all wage earners, and it is the gross income of all of the wage earners). “Low income” as defined by the California Housing and Community Development Department is a household with **less than eighty percent (80%) of the area median income in Santa Clara County.**

For a household* of 1 it is \$59,400

For a household of 2 it is \$67,900

For a household of 3 it is \$76,400

For a household of 4 it is \$84,900

* Household size is based on total number of people in the household including minor children. So 2 parents and 2 children would be a household of 4.

Or

You are a mobile home owner who sells your mobile home to the park owner and the selling price is inadequate to secure comparable replacement housing for at least 24 months.

See Section 19.72.080, subsection (2) (B).

4. **Purchase of mobile home at one hundred per cent (100%) of in place value.** If you are a mobile home owner and your home cannot be relocated to a comparable park within 20 miles, the city council may require the park owner to purchase the mobile home at one hundred per cent of its in place value. See Section 19.72.080, subsection (2) (D).
5. **How is the in-place value of your home calculated?** The park owner will hire a qualified appraiser from a list provided by the Director of Development. The park owner will pay for the appraisal of the mobile home. If you agree with the appraisal, then that is the amount you will be compensated. The appraisal will be done within 6 months of the approval of the CIR.

If you disagree with the appraised price of your mobile home then ***you can hire an appraiser from the same list provided by the Director of Development.*** You must obtain your own appraisal, at your own cost, within 180 days of the approval of the CIR. If you obtain a second appraisal, then you are entitled to the average of the appraisals.

Example: Park appraisal: \$25,000
 Tenant's appraisal: \$30,000
 Average of both appraisals is \$ 27,500

Important: The appraiser will be instructed to ignore lack of maintenance, deferred maintenance or the deterioration at Nick's Trailer Court which may negatively impact the value of the home. See Section 19.72.080, subsection (2) (D).

6. **If you choose to relocate your mobile home:** If you are able to relocate your mobile home to another park within one hundred (100) miles then the park owner will pay the lowest of three estimates obtained by the housing relocation specialist to physically move your mobilehome. "Moving" the mobilehome includes:
 - The cost of disassembly
 - Transportation to the new site
 - Reinstallation
 - Replacement or reconstruction of blocks, skirting, shiplap, siding, porches, decks and awnings, earthquake bracing if necessary
 - Insurance coverage during transport
 - Utility hook ups
7. **Right of first refusal:** If you are eligible you will have the right of first refusal to purchase or rent new homes or apartments to be constructed after Nick's is closed. If you are income eligible you may have first priority to purchase or rent any below market rate (BMR) units that may be built at the site. In order to receive priority for this you will have to file a request with the housing division of the city before you vacate the park. See Section 19.72.080, subsection (E).

III. RELOCATION ASSISTANCE FOR PERSONS WHO ARE NOT MOBILE HOME OWNERS AND WHO OCCUPY A MOBILE HOME PURSUANT TO A BONA FIDE LEASE OR AGREEMENT WITH THE PARK

The Conversion Ordinance defines a “tenant” to mean a person who lives in a mobile home or other dwelling within a park under a bona fide lease or agreement and who is not a mobile home owner. See Section 19.72.020, subsection (o).

If you are renting a mobile home at Nick’s, either from the park owner or from another party under the terms of a bona fide lease or agreement (which would require the prior approval of the park owner), then you are entitled to relocation assistance as detailed below.

Moving Allowance – See Section II-III

Rent Subsidy – See Section II

Right of First Refusal – See Section II

RIGHT OF NEGOTIATED PURCHASE OF PARK

Under the terms of the Ordinance, the mobile home owners and residents may attempt to negotiate for the purchase of the mobile home park provided that the following conditions are met:

- A designated resident organization is formed and written notice is given to the Park owner within ninety (90) days of December 5, 2014, which is the date the City issued its notice of determination of conversion due to reduced occupancy and mailed the letter to the park residents. Ninety (90) days from December 5, 2014 is March 6, 2015.
- The written notice shall include a statement of interest to negotiate purchase of the park and the name and contact information for the designated resident organization.
- If written notice is provided to the park owner, then the park owner must meet within fifteen (15) days of the receipt of the notice with the designated resident organization.
- The right of negotiated purchase expires if the park owner and the designated resident organization do not reach agreement on the terms of the sale within one hundred eighty days (180) days of the postmark date of the issuance of the notice of determination of conversion due to reduced occupancy. The right of negotiated purchase will thus expire on June 5, 2015.

- The time limits for negotiation may be shortened if the designated resident organization and the park owner agree.

See Section 19.72.045

What happens after the CIR is prepared? (Section 19.72.100)

Thirty (30) days prior to the housing and human services commission hearing on the CIR, each person whose name appears on any rental agreement will receive a copy of the CIR and a copy of the Sunnyvale Conversion Ordinance and notice of the date, time and location of:

- An informational meeting to be held by the park owner, which shall be held at least fourteen (14) days before the housing and human services commission public hearing on the CIR.
- A housing and human services commission public hearing to be held within thirty (30) days of the residents receiving the completed CIR.

Findings and Decision on CIR (Section 19.72.130, subsection (c))

Following the public hearing, the housing and human services commission will make a recommendation to the city council to approve or conditionally approve the CIR based on the required findings. After holding at least one public hearing, the city council may approve or conditionally approve the CIR.

After approval of the CIR. (Section 19.72.140)

A. Within one hundred twenty days (120) days after approval of the CIR the eligible residents and mobile home owners must select the type of relocation assistance available to them per the CIR. If they do not select within this time period the relocation specialist may determine the appropriate relocation assistance based on the CIR.

B. Within one hundred eighty days of the approval of the CIR the appraisals to be conducted by the park owner's appraiser must be completed, and any estimates to move any mobile homes to other parks must be obtained.

C. Pursuant to Civil Code Section 798.56(g) the park owner will terminate the tenancy of the mobile home owners and residents and give them one hundred eighty (180) days to move from the Park, from the date of the approval of the CIR.

D. The eligible mobile home owners and the residents will receive all required monetary application assistance at least thirty five (35) days prior to the termination of the tenancy. Therefore it will be payable at least one hundred forty five (145) prior to the expiration of the notice of termination of tenancy.

E. If the park owner is buying the mobile home, then the mobile home owner must give the park owner all necessary documents necessary to transfer title to the home *free and*

clear of all security interests, liens or other encumbrances provided that the relocation assistance paid to the mobile home owner is adequate to remove any existing liens.

IV. CURRENTLY ESTIMATED TIMELINE FOR THE CLOSURE PROCESS

September 2014

The park owner notified Hanson Hom, Director of the Community Development Department, that Nick's Trailer Court was undergoing a conversion by closure or cessation of use because twenty five per cent (25%) or more of the spaces are uninhabited.

November 2014:

A representative of the City of Sunnyvale, Richard Gutierrez, Senior Housing Rehabilitation Specialist, met with a representative of the park owner, Jay D. Coles, and confirmed that the park was twenty seven (27%) vacant.

December 2014

A letter was dated and mailed December 5, 2014 from Hanson Hom to each resident of Nick's Trailer Court informing them that the letter constituted the Notice of Determination of Conversion. The residents were given notice of two informational meetings to be held on December 11, 2104 in Sunnyvale to discuss the closure of Nick's Trailer Court.

Initial meetings are held with the park owner, a representative of the City of Sunnyvale, the Housing Relocation Specialist, and the attorney for the park owner to discuss the process for closure of the park.

January and February 2015

Individual meetings between mobile home owners and tenants will occur with Autotemp representatives Teresa Laverde. Confidential information will be gathered concerning household members, ages, disabilities, income levels and other "personal information" as required under Section 19.72.090, subsection (b) of the Conversion Ordinance.

March 2015

On March 6, 2015 the deadline for the formation of a designated resident organization to negotiate for the purchase of the park by the residents will expire. If the deadline is met, within 15 days of notification that a designated resident organization has been formed, the park owner will meet with the designated resident organization.

April through June 2015

The Park Owner will negotiate with the designated resident organization unless, by mutual agreement, the park owner and designated resident organization decide that they cannot reach agreement and that further negotiations would not be productive. The Housing Relocation Specialist and other park owner representatives will gather the information required to be included in the CIR.

June 2015

On or before June 6, 2015, if negotiations between the park owner and designated resident organization have not been successful regarding resident purchase of the park, the park owner will file the CIR with the City of Sunnyvale Department of Community Development. The park owner will give each resident a copy of the CIR and all other required documents and within 14 days after the residents' receipt of the CIR will hold an informational meeting to discuss the contents of the CIR. The Park Owner will also give each resident notice of the public hearing by the housing and human services commission, including date, time and location.

July 2015

The housing and human services commission will hold a public hearing to recommend to the city council to approve or conditionally approve the CIR.

August 2015

The City Council shall hold at least one public hearing to approve or conditionally approve the CIR.

After approval by the City Council, the park owner will give each mobile home owner and resident a six (6) month notice of termination of tenancy pursuant to Civil Code Section 798.56(g). This will give the homeowners six (6) months to find replacement housing and either relocate their mobilehome or relocate to other housing.

August 2015 through January or February 2016

All mobile homes which are owned by a tenant of the park will be appraised by an appraiser approved by the city. The appraiser will schedule appointments with the mobile home owners so that they can be present when the appraisals are conducted. As soon as a written appraisal report is prepared it will be delivered to the mobile home owner. All residents will meet with Teresa Laverde, or other consultants with Autotemp, the Housing Relocation Specialists to determine where they will relocate. Owners will decide if their home can be relocated to another park within 100 miles or whether they will choose some alternative type of housing with the relocation assistance outlined and approved in the CIR.

At least 35 days prior to the expiration of the six month period, all mobile home owners and residents will be paid the relocation assistance necessary to allow them to move from Nick's Trailer Court.

February 2016

Nick's Trailer Court will close and all residents must have vacated the property.

Appendix 8

Meeting with Tenants: Sign-in Sheet, Agenda in
English and Spanish

Meeting: December 10, 2014

Name	Space #	Phone #	E-mail Address	Best Time to Contact
Nombre	Espacio#	número de teléfono	Email	tiempo de contacto

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 - b. Initial mobile home owner interviews
 - c. Consultants' presence in the Park.
- V. Questions?

Speakers:

Jay D. Coles, *On Behalf of Park Owner, Sunnyvale Park LLC*
Susan Ise, *City of Sunnyvale Housing Officer*
Margaret Ecker Nanda, *Attorney at Law*
David Richman, *Housing Relocation Specialist, Autotemp*

Contact Information for Speakers:

<p>PARK OWNER: Sunnyvale Park, LLC Jay Coles 1801 I Street, 2nd Floor Sacramento, CA 95811-3000 Phone: 916.444.9821 Cell: 916.505.1931 Fax: 916.444.9843 Email: jdc@antonllc.com</p> <p>Managing Agent for the Park Owner: Evans Management Services 871 38th Avenue Santa Cruz, CA 95062 Phone: 831.475.0335 Fax: 831.475.0557</p>	<p>Margaret Ecker Nanda Attorney at Law 485 Alberto Way, Suite 100 Los Gatos, CA 95032 Phone: 408.355.7010 Fax: 408.355.7094 margaret.nanda@infogain.com</p>	<p>Autotemp – Housing Relocation Specialist Teresa Laverde – bilingual in English and Spanish Phone: 888.202.9195 Ext 2 Email: teresa@autotempservices.com</p>
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<p><u>CITY OF SUNNYVALE</u> Suzanne Ise <i>Housing Officer</i> Community Development Department City of Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94086 Phone: 408.730.7250 Email: sise@sunnyvale.ca.gov</p>	<p>Ernie Defrenchi <i>Affordable Housing Officer</i> Community Development Department City of Sunnyvale 456 W. Olive Sunnyvale, CA 94086 Phone 408.730.7250 Email: edefrenchi@sunnyvale.ca.gov</p>
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AGENDA
Reuniones informativas sobre el cierre
de Nick's Trailer Court

Jueves, 11 de diciembre de 2014 de 3 a 4:30 pm y 5 a 6:30 pm.

The Domain Hotel
1085 E. El Camino Real, Sunnyvale, CA 94087

- I. Bienvenida e introducción de presentadores.
- II. Bienvenida de parte de la Ciudad de Sunnyvale y visión general de la participación de la Ciudad de Sunnyvale en el proceso de cierre
- III. Visión general de la Ordenanza de Sunnyvale en relación con el cierre de un parque de casas móviles
 - a. Obligaciones legales del dueño del parque hacia los dueños y arrendatarios de casas móviles en el Parque.
 - b. Calendario propuesto para cierre del parque
- IV. Presentación por Especialista de Reubicación de Vivienda designado
 - a. Visión general de Servicios de Reubicación de Vivienda que se ofrecerán por David Richman, Dueño de Autotemp.
 - b. Entrevistas iniciales con dueños de casas móviles
- V. ¿Preguntas?

Presentadores:

Jay D. Coles, *en nombre del Dueño del Parque, Sunnyvale Park, LLC*
Suzanne Ise, *Oficial de Vivienda de la Ciudad de Sunnyvale*
Margaret Ecker Nanda, *Abogado*
David Richman, *Especialista de Reubicación de Vivienda*

Información de contacto de los presentadores:

DUEÑO DEL PARQUE: Sunnyvale Park, LLC Jay Coles 1801 I Street, 2do Piso Sacramento, CA 95811 Teléfono: 916.444.9821 Fax: 916.444.9843 Correo electrónico: jdc@AntonCap.com Agente Administrador del Dueño del Parque: Evans Management Services 871 38th Avenue Santa Cruz, CA 95062 Teléfono: 831.475.0335 Fax: 831.475.0557	Margaret Ecker Nanda Abogada 485 Alberto Way, Suite 100 Los Gatos, CA 95032 Teléfono: 408.355.7010 Fax: 408.355.7094 margaret.nanda@infogain.com	Autotemp – Especialista de Reubicación de Vivienda Teresa Laverde – bilingüe en inglés y español Teléfono: 888.202.9195 Ext 2 Correo electrónico: teresa@autotempservices.com
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CIUDAD DE SUNNYVALE Suzanne Ise Oficial de Vivienda Departamento de Desarrollo Comunitario Ciudad de Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94086 Teléfono: 08.730.7250 Correo electrónico: sise@sunnyvale.ca.gov	Ernie Defrenchi Oficial de Vivienda Asequible Departamento de Desarrollo Comunitario Ciudad de Sunnyvale 456 W. Olive Sunnyvale, CA 94086 Teléfono 408.730.7250 Correo electrónico: edefrenchi@sunnyvale.ca.gov
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I. VISIÓN GENERAL DEL CIERRE DE NICK'S TRAILER COURT

1. Hay dos conjuntos de leyes separadas que regulan el cierre de Nick's Trailer Court y el dueño del parque debe cumplir con estas leyes. Las leyes fueron creadas para proteger a los dueños de casas móviles y arrendatarios de casas móviles cuando un parque experimenta un "cambio de uso".

- A. Código Municipal de Sunnyvale, Título 19. Zonificación, Artículo 5, Asuntos Especiales de Vivienda, Capítulo 19.72 Conversiones de Parques de Casas Móviles - a la cual se hace referencia en este documento como la "Ordenanza de Conversión". Se adjunta una copia.
- B. Ley de Residencia en Casas Móviles de California, Código Civil Secciones 798 y siguientes; Ley de Ocupación de Vehículos Recreativos de California, Código Civil Secciones 799.20 y siguientes; Código de Gobierno de California Secciones 65863.7 y 66427.4.

2. Conforme a la Sección 798.56(g) del Código Civil, el dueño de un parque puede dar por terminada la tenencia en un parque si el parque experimenta un "cambio de uso". Nick's Trailer Court cerrará, lo cual constituye un "cambio de uso".

3. Definición de categorías de personas que viven en Nicks: La Ordenanza de Conversión de Sunnyvale define dos categorías de personas que viven en Nick's.

1) La primera está compuesta de "dueños de casas móviles", quienes son dueños registrados de las casas móviles y tienen derecho a utilizar espacio en el parque para su casa móvil. (Véase Sección 19.72.020, subsección (h)).

2) La segunda se compone de "arrendatarios" lo cual significa una persona que vive en una casa móvil u otra vivienda dentro del parque conforme a un contrato de arrendamiento o acuerdo bona fide, y quien *no es dueño de una casa móvil*. (Énfasis añadido). (Véase Sección 19.72.010, subsección (o)).

La Ordenanza se refiere a ambas categorías de ocupantes como "residentes".

4. La conversión del parque debido a las vacantes:

Conforme a la Ordenanza de Conversión de Sunnyvale, se considera que ha ocurrido una conversión cuando por lo menos el veinticinco (25%) de los espacios en el parque están desocupados. Véase Sección 19.72.070, subsección (a).

El 26 de septiembre de 2014, Sunnyvale Park, LLC, le envió a Hanson Hom, el Director del Departamento de Desarrollo Comunitario, una carta en la que le informó que conforme a la Sección 19.72.070, subsección (a) de la Ordenanza de Conversión de Sunnyvale, el porcentaje de espacios vacantes en el parque era de veintisiete por ciento

(27%) y, por consiguiente, el parque estaba experimentando una conversión o cierre debido a que más del veinticinco (25%) de los espacios estaban vacantes. Los representantes de la Ciudad de Sunnyvale confirmaron el porcentaje de espacios vacantes en Nick's Trailer Court. Usted recibió una carta con fecha de 5 de diciembre de 2014 de parte de Hanson Hom, Director del Departamento de Desarrollo Comunitario, quien confirmó este hecho.

6. La Ordenanza de Conversión de Sunnyvale le exige al "solicitante" o el dueño del parque que presente ante la ciudad un informe de impacto de conversión (CIR). Éste es un informe escrito que se presentará ante el Consejo de la Ciudad, el cual examinará y aprobará cualquier conversión de parques. Véase Sección 19.72.050.

7. ¿Qué tipo de información contiene el informe CIR? (Véase Sección 19.72.090).

A. El informe CIR contendrá una descripción detallada de todas las casas móviles, una descripción de los residentes que viven en las casas móviles (incluida la edad, nivel de ingresos, si son discapacitados) e identificará las personas que tienen derecho a recibir asistencia de reubicación. (Véase Sección 19.72.090, subsección (a)).

B. La información sobre los residentes será **confidencial, no será divulgada al público y será mantenida por el Director del Departamento de Desarrollo Comunitario**. La información confidencial incluye nombres, direcciones, niveles de ingresos, si la persona es dueña o arrendataria de la casa móvil, cuánto tiempo han vivido en el parque y los términos de su contrato de arrendamiento con el parque, tales como la cantidad de alquiler del espacio. (Sección 19.72.090, subsección (b)). Esta información no aparecerá en el informe CIR.

C. El informe CIR enumerará cualquier espacio de casa móvil vacante dentro de un alcance de veinte (20) millas. Además, el informe CIR describirá el potencial de reubicación de las casas móviles y, por ende, tomará una determinación acerca del número total de casas móviles que podrían ser reubicadas en un parque comparable a veinte (20) millas de distancia. (Sección 19.72.090, subsecciones (c) y (e)).

D. El informe CIR contendrá información sobre "alternativas de vivienda", las cuales detallarán el costo de alquilar o comprar vivienda comparable en Sunnyvale u otras ubicaciones que los residentes deseen si no pueden ser reubicados a un parque comparable a veinte (20) millas de distancia. (Sección 19.72.090, subsección (d)).

E. El informe CIR debe contener un Plan de Reubicación, el cual se discutirá en más detalle en la Sección 8 abajo. El Plan de Reubicación debe especificar y discutir la asistencia para reubicación, vivienda de reemplazo y un calendario para la conversión del parque. (Sección 19.72.090, subsecciones (f) (1) a (3)).

F. El informe CIR debe contener información de contacto del Especialista de Reubicación de Vivienda, información de contacto y tarifas de compañías de mudanza, y los nombres y tarifas de tasadores de casas móviles calificados.

II. ASISTENCIA DE REUBICACIÓN **PARA DUEÑOS DE CASAS MÓVILES QUE RESIDEN EN** **NICK'S CONFORME A UN CONTRATO DE ARRENDAMIENTO POR ESCRITO**

Conforme a las leyes estatales (Código de Gobierno Secciones 65863.7 y 66426.4), el Dueño del Parque, como el solicitante, ofrecerá asistencia de reubicación para mitigar el impacto adverso del cierre del parque sobre el residente desplazado y dueños de casas móviles de una manera que no exceda los costos razonables de reubicación. Como *mínimo* los dueños de casas móviles que residen en el parque conforme a un contrato de arrendamiento por escrito recibirán la siguiente asistencia de reubicación (Véase Sección 19.72.080, subsección (a); Énfasis añadido):

1. **Subsidio de mudanza** para mudarse a otro parque u otra vivienda de reemplazo a una distancia no mayor de cien (100) millas. El subsidio de mudanza incluye:

- (A) El costo de mudar muebles y pertenencias personales;
- (B) Pago de alquiler del primer y último mes en la nueva ubicación;
- (C) Depósito requerido en la nueva ubicación;
- (D) Vivienda temporal, si aplica.

Véase Sección 19.72.080; subsección (d)(1)).

2. La asistencia de reubicación adicional podría incluir **mejoría de acceso para los dueños de casas móviles**. Por ejemplo, el pago del costo de reinstalar o reemplazar cualquier mejoría de acceso efectuada en la casa móvil, como:

- Rampas de sillas de ruedas
- Elevadores
- Asideros
- Véase Sección 19.72.080, subsección (d)(2)(A).

3. **Subsidio de alquiler.** Un subsidio de alquiler es la diferencia entre el alquiler pagado en el parque y cualquier alquiler más alto para un espacio de casa móvil en otro parque si se reubica su hogar, o la cantidad de alquiler en una vivienda de alquiler comparable. Por ejemplo, si el alquiler básico de su espacio actual es de \$980 mensuales y se muda a una vivienda de alquiler comparable, o muda su casa a otro parque de casas móviles y el alquiler básico (sin incluir servicios públicos) es de \$1,280 mensual, el subsidio de alquiler será de \$300 mensuales.

Nuevo alquiler \$1,280
Alquiler de espacio en Nick's cuando desaloje el parque: \$980
Diferencia = \$300 mensuales

Si califica para un subsidio de alquiler, puede recibirlo por un período de hasta 24 meses.

Usted **calificará** para un subsidio de alquiler, si se encuentra en una de las siguientes categorías:

Hogar de Persona de Tercera Edad –Jefe del hogar, mayor de 62 años

☐

Discapacitado – según se define en la Sección 19.72.020, subsección (d) de la Ordenanza

☐

Bajos ingresos (de todo el hogar, todos los que perciban salarios, y constituye el ingreso bruto de todos los que perciban salarios). "Bajos ingresos" según se define por el Departamento de Vivienda y Desarrollo Comunitario de California es un hogar que tenga ingresos **menores del ochenta por ciento (80%) del ingreso promedio del área en el condado de Santa Clara.**

Para hogar* de 1 persona es \$59,400

Para hogar* de 2 personas es \$67,900

Para hogar* de 3 personas es \$76,400

Para hogar* de 4 personas es \$84,900

* El tamaño del hogar se basa en el número total de personas en el hogar incluidos los niños menores de edad. Por ende, 2 padres más 2 hijos equivalen a un hogar de 4 personas.

☐

Si usted es un dueño de casa móvil que vende su casa móvil al dueño del parque y el precio de venta no es adecuado para obtener vivienda de reemplazo comparable durante por lo menos 24 meses.

Véase Sección 19.72.080, subsección (2)(B).

4. Compra de casa móvil al cien por ciento (100%) del valor en el sitio original

Si usted es el dueño de una casa móvil y no se puede reubicar su casa a un parque comparable a una distancia de veinte (20) millas, el consejo de la ciudad podría exigirle al dueño del parque que compre la casa móvil al cien por ciento de su valor en el sitio original. Véase Sección 19.72.080, subsección (2)(D).

5. **¿Cómo se calcula el valor en el sitio original de su hogar?** El dueño del parque contratará a un tasador calificado de una lista que proveerá el Director de Desarrollo. El dueño del parque pagará la tasación de la casa móvil. Si está de acuerdo con la tasación, esa es la cantidad que se le pagará. Se hará la tasación dentro del plazo de 6 meses a partir de la aprobación del informe CIR.

Si no está de acuerdo con el precio tasado de su casa móvil, ***usted** podrá contratar a un tasador de la misma lista que proveerá el Director de Comunitario Desarrollo.* Usted debe obtener su propia tasación, a su propio costo, dentro del plazo de 180 días a partir de la fecha de aprobación del informe CIR. Si obtiene una segunda tasación, tendrá derecho al promedio de las tasaciones.

Ejemplo: Tasación del Parque: \$25,000
Tasación del Arrendatario: \$30,000
El promedio de ambas tasaciones es de \$27,500

Importante: Se le pedirá al tasador que ignore la falta de mantenimiento, mantenimiento diferido o deterioro de Nick's Trailer Court, lo cual podría tener un efecto negativo sobre el valor del hogar. Véase Sección 19.72.080, subsección (2)(D).

6. **Si opta por reubicar su casa móvil:** Si puede reubicar su casa móvil a otro parque a una distancia de cien (100) millas, el dueño del parque pagará el estimado más bajo que obtenga el especialista de reubicación de vivienda para mudar físicamente su casa móvil. La "mudanza" de la casa móvil incluye:

- Costo del desmontaje
- Transporte a la nueva ubicación
- Reinstalación
- Reemplazo o reconstrucción de bloques, rodapiés, encajados, apartaderos, marquesinas, cubiertas, toldos, refuerzos contra terremotos de ser necesario
- Cobertura de seguro durante el transporte
- Conexión de servicios públicos

7. **Derecho preferente:** Si califica, podría tener derecho preferente para comprar o alquilar casas o apartamentos nuevos que se construyan luego de que se cierre Nick's. Si califica por sus ingresos, podría tener derecho preferente para comprar o alquilar cualquier unidad por una cantidad menor al valor en el mercado (BMR) que se construya en los predios. Para recibir esta prioridad, tendrá que presentar una solicitud a la división de vivienda de la ciudad antes de que desaloje el parque. Véase Sección 19.72.080, subsección (E).

III. ASISTENCIA DE REUBICACIÓN
PARA PERSONAS QUE NO SEAN DUEÑAS DE CASAS MÓVILES Y QUE
OCUPEN UNA CASA MÓVIL DE CONFORMIDAD CON UN CONTRATO O
ACUERDO DE ARRENDAMIENTO BONA FIDE CON EL PARQUE

La Ordenanza de Conversión define un "arrendatario" como una persona que vive en una casa móvil u otra vivienda dentro del parque conforme a un contrato de arrendamiento o acuerdo bona fide, y quien *no es dueño de una casa móvil*. Véase Sección 19.72.020, subsección (o)

Si alquila una casa móvil en Nick's, ya sea del dueño del parque o de otra parte conforme a los términos de un contrato o acuerdo bona fide (el cual podría exigir la aprobación previa del dueño del parque), tiene derecho a asistencia de reubicación según se detalla abajo.

Subsidio de mudanza - Véase Sección II, párrafo 1 arriba.

Subsidio de renta- Véase Sección II, párrafo 3 arriba

Derecho preferente - Véase Sección II, párrafo 7 arriba

DERECHO DE COMPRA NEGOCIADA DEL PARQUE

Conforme a los términos de la Ordenanza, los dueños y residentes de casas móviles podrían tratar de negociar la compra del parque de casas móviles siempre y cuando se cumplan las siguientes condiciones:

- Se establezca una organización designada de residentes y se notifique por escrito al dueño del Parque dentro del plazo de noventa (90) días a partir del 5 de diciembre de 2014, la fecha en que la Ciudad emitió el aviso de determinación de conversión basada en la ocupación reducida y envió la carta a los residentes del parque. El plazo de noventa (90) días a partir del 5 de diciembre de 2014 vence el 6 de marzo de 2015.
- La notificación por escrito incluirá una declaración de interés para negociar la compra del parque y el nombre e información de contacto de la organización designada de residentes.
- Si se notifica por escrito al dueño del parque, el dueño del parque debe reunirse dentro de quince (15) días a partir del recibo de la notificación con la organización designada de residentes.
- El derecho de compra negociada vence si el dueño del parque y la organización designada de residentes no llega a un acuerdo sobre los términos de la venta dentro de ciento ochenta (180) días a partir de la fecha del matasello de la emisión del aviso de determinación de conversión debido a ocupación reducida. Por ende, el derecho de compra negociada vencerá el 5 de junio de 2015.
- Se podrán acortar las fechas límite de negociación si la organización designada de residentes y el dueño del parque consienten.

Véase Sección 19.72.045

18. ¿Qué sucede cuando se prepara un informe CIR? (Véase Sección 19.72.100).

- A. Treinta (30) días antes de la audiencia ante la comisión de vivienda y servicios humanos acerca del informe CIR, cada persona cuyo nombre aparezca en cualquier contrato de arrendamiento recibirá una copia del informe CIR y una copia de la Ordenanza de Conversión de Sunnyvale y aviso de la fecha, hora y lugar de:
- Una reunión informativa que llevará a cabo el dueño del parque por lo menos catorce (14) días antes de que se celebre la audiencia ante la comisión de vivienda y servicios humanos acerca del informe CIR.
 - Una audiencia pública ante la comisión de vivienda y servicios humanos que se celebrará dentro del plazo de treinta (30) días a partir de la fecha en que los residentes recibieron el informe CIR completado.

Hallazgos y decisión acerca del informe CIR (Sección 19.72.130, subsección(c))

Después de la audiencia pública, la comisión de vivienda y servicios humanos hará una recomendación al consejo de la ciudad para que apruebe o apruebe condicionalmente el informe CIR basado en los hallazgos requeridos. Luego de llevar a cabo por lo menos una audiencia pública, el consejo de la ciudad podría aprobar o aprobar condicionalmente el informe CIR.

Después de la aprobación del informe CIR (Véase Sección 19.72.140)

- A. Dentro del plazo de ciento veinte (120) días después de la aprobación del informe CIR, los residentes calificados y dueños de casas móviles deben seleccionar el tipo de asistencia de reubicación disponible para éstos de acuerdo con el informe CIR. Si no hacen una selección dentro de este plazo, el especialista de reubicación podría determinar la asistencia de reubicación adecuada según el informe CIR.
- B. Dentro del plazo de ciento ochenta días a partir de la aprobación del informe CIR, se deben finalizar las tasaciones que realizará el tasador del dueño del parque, y se deben obtener todos los estimados para mudar las casas móviles a otros parques.
- C. De acuerdo con el Código Civil Sección 798.56(g), el dueño del parque podría dar fin a la tenencia de los dueños de casas móviles y residentes y concederles ciento ochenta (180) días para mudarse del parque, a partir de la fecha de la aprobación del informe CIR.
- D. Los dueños de casas móviles y residentes calificados recibirán toda la asistencia económica requerida por lo menos treinta y cinco (35) días antes de que termine la tenencia. Por ende, será pagadera por lo menos ciento cuarenta y cinco (145) días antes del vencimiento del aviso de finalización de arrendamiento.

E. Si el dueño del parque va a comprar la casa móvil, el dueño de la casa móvil debe entregarle al dueño del parque todos los documentos necesarios para transferir el título de la casa *libre de gravámenes y cargas*, siempre y cuando la asistencia de reubicación que se le pague al dueño de la casa móvil sea adecuada para retirar los artículos existentes.

Nota adicional: " El solicitante cualquier persona elegible para asistencia de reubicación puede acordar otra asistencia de reubicación mutuamente satisfactoria." La Ordenanza de Conversión establece que Vea la Sección 19.72.080 (a). Lo que esto significa es que si usted prefiere un pago único en lugar de un subsidio de alquiler periódico o pasar por el proceso de evaluación y otros requisitos para la obtención de la ayuda de mitigación , se puede negociar directamente con el propietario del parque y llegar a su propio acuerdo para el pago de la asistencia mitigación.

IV. CALENDARIO ACTUAL ESTIMADO PARA EL PROCESO DE CIERRE

Septiembre 2014

El dueño del parque le notificó a Hanson Hom, Director del Departamento de Desarrollo Comunitario, que Nick's Trailer Court estaba experimentando una conversión mediante cierre o cese de uso debido a que más del veinticinco por ciento (25%) de los espacios estaban desocupados.

Noviembre 2014

Un representante de la Ciudad de Sunnyvale, Richard Gutierrez, Especialista de Rehabilitación de Vivienda, se reunió con un representante del dueño del parque, Jay D. Coles, y confirmó que el parque estaba vacante en un veintisiete (27%) por ciento.

Diciembre 2014

Hanson Hom fechó y envió una carta el 5 de diciembre de 2014 en la que le informó a los residentes de Nick's Trailer Court que la carta constituía un Aviso de Determinación de Conversión. Se le notificó a los residentes sobre dos reuniones informativas que se llevarían a cabo el 11 de diciembre de 2014 en Sunnyvale para discutir el cierre de Nick's Trailer Court. Se llevaron a cabo reuniones iniciales con el dueño del parque, un representante de la Ciudad de Sunnyvale, el Especialista de Reubicación de Vivienda y el abogado del dueño del parque para discutir el proceso de cierre del parque.

Enero y Febrero 2015

Se llevarán a cabo reuniones individuales con los dueños de casas móviles y arrendatarios con la representante de Autotemp, Teresa Laverde. Se recopilará información confidencial acerca

de los miembros del hogar, edades, discapacidades, niveles de ingresos y otra "información personal" según lo exige la Sección 19.72.090 subsección (b) de la Ordenanza de Conversión.

Marzo 2015

El 6 de marzo de 2015 es la fecha límite para la creación de una organización designada de residentes para negociar la compra del parque por los residentes. Si se cumple con la fecha límite, dentro de los 15 días a partir de la notificación de que se creó una organización designada de residentes, el dueño del parque se reunirá con la organización designada de residentes.

Abril a Junio 2015

El Dueño del Parque negociará con la organización designada de residentes a menos que por mutuo acuerdo, el dueño del parque y la organización designada de residentes no puedan llegar a un acuerdo y las negociaciones futuras no serían productivas. El Especialista de Reubicación de Vivienda y otros representantes del dueño del parque recopilarán la información que debe incluirse en el informe CIR.

Junio 2015

El 6 de junio de 2015 o antes de esta fecha, si las negociaciones entre el dueño del parque y la organización designada de residentes no han tenido éxito, el dueño del parque presentará el informe CIR ante el Departamento de Desarrollo Comunitario de la Ciudad de Sunnyvale. El dueño del parque le entregará a cada uno de los residentes una copia del informe CIR y todos los otros documentos requeridos, y dentro de catorce (14) días a partir de la fecha en que los residentes reciban el informe CIR, llevará a cabo una reunión informativa para discutir el contenido del informe CIR. El Dueño del Parque también le entregará a cada residente un aviso de audiencia pública por la comisión de vivienda y servicios humanos que incluirá la fecha, hora y lugar.

Julio 2015:

La comisión de vivienda y servicios humanos celebrará una audiencia pública para recomendarle al consejo de la ciudad que apruebe o apruebe condicionalmente el informe CIR.

Agosto 2015

El Consejo de la Ciudad llevará a cabo por lo menos una audiencia pública para aprobar o aprobar condicionalmente el informe CIR.

Luego de la aprobación por el Consejo de la Ciudad, el dueño del parque le entregará a cada dueño de casa móvil o residente un aviso de finalización de tenencia de seis (6) meses a tenor con el Código Civil Sección 798.56(g). Esto le dará a los dueños de hogares seis (6) meses para encontrar vivienda de reemplazo y reubicar su casa móvil o mudarse a otra vivienda.

Agosto 2015 a Enero o Febrero 2016

Todas las casas móviles que le pertenezcan a un residente del parque serán tasadas por un tasador aprobado por la ciudad. El tasador programará citas con los dueños de las casas móviles para que puedan estar presentes cuando se lleven a cabo las tasaciones. Tan pronto

como se prepare la tasación por escrito, se le enviará al dueño de la casa móvil. Todos los residentes se reunirán con Teresa Laverde u otros consultores de Autotemp, Especialistas de Reubicación de Vivienda, para determinar a dónde se mudarán. Los dueños decidirán si se puede reubicar su hogar a otro parque a 100 millas de distancia o si seleccionarán un tipo de vivienda alterna por medio de la asistencia de reubicación descrita y aprobada en el informe CIR.

Por lo menos 35 días antes de que venza el período de seis meses, todos los dueños de casas móviles y residentes recibirán el pago de la asistencia de reubicación necesaria para permitirles que se muden de Nick's Trailer Court.

Febrero 2016

Nick's Trailer Court cerrará y todos los residentes deben haber desalojado la propiedad.

Appendix 9

Blank Resident Form used by Teresa Laverde of
Autotemp, Inc.

CASE # _____ - _____ - _____

FUNDING SOURCE: _____

AUTOTEMP. - RESIDENTIAL INTERVIEW FORM

Interview Date: _____ Site Move-In: _____ Initiation of Negotiations: _____ Interviewer: _____

Head of Household _____

Address: _____ # _____

Site Telephone # _____ Work/Cell # _____

Fax # _____ Email _____

DISPLACEMENT STATISTICS

Dwelling Type _____ Approx. Sq.Ft. _____

Approximate Age of Unit: _____ yrs. _____

Bedrooms _____ # Bathrooms _____ # Rooms _____

Move-in date _____ 9Laundry Fac. 9 Garage 9 Carport 9 Pets:

If so, describe _____

Mobile Home: Size: _____ ft x _____ ft double-wide? _____

Year: _____ Model: _____ Pad Rent: \$ _____

Moveable? _____

OCCUPANCY / FINANCIAL INFORMATION**Occupancy Status:** 9 Own 9 Rent 0 owner/non-occupant

Condition of unit : 9 Excellent 9 Good 9 Fair 9 Poor

Home business? _____ Description _____

Do you rent out any rooms in the dwelling? 9Yes 9 No

If so, names: _____

If so, is person or persons considered part of household? 9Yes 9No

Owners: 9 Mortgage 9 Own Clear

Monthly Payment: Principal \$ _____

Loan Balance(s) as of _____: \$ _____

Loan Type: 9Fixed 9Variable Annual % Rate _____

Loan Type: 9Fixed 9Variable Annual % Rate _____

Original Date(s) of Current Loan(s) : _____

Rem. Loan Term _____ Months Rem. Loan Term _____ Months

Renters: 9 Total Monthly Rent:\$ _____ Landlord _____

9 Written Agreement Date _____

9 M/M 9 Lease 9 Vacant/No Contact

9 Unit Furnished 9 Unit Unfurnished 9 Security Deposit? \$ _____

OTHER:**ETHNICITY:**

9 White 9 Asian

9 Hispanic/Latino

9 African American

9 Other _____

PRIMARY LANGUAGE:

9 English

9 Spanish

9 Other: _____

SPECIALIZED NEEDS:9 AFDC / TANF,
Pension SS, SSI9 Other Public Assistance
(ask for Entitlement Letter)

9 Elderly Household

9 Handicapped Household:

Describe: _____

Need Barrier-Free: Yes 9 No 9

Own Car? Yes 9 No 9

9 Need access to public
transportation?

Describe mode: _____

9 Need to live near medical
facilities? Describe location: _____9 Other Special needs or
services requested:

Describe: _____

Monthly Utilities:

Which _____**Gas:** 9 Tenant 9 Owner**Electricity:** 9 Tenant 9 Owner **Water:**

9 Tenant 9 Owner

Other: _____**Appliances Owned by Tenant:**

9Stove 9Refrigerator 9W/D

9 Other _____

Are all occupants planning to move at the
same time, and to the same replacement
dwelling?

9 Yes 9 No

Please explain:

Live-in aid? _____

Accessibility improvements

If Sect.8, Total Tenant Rent.

\$ _____

Caseworker: _____

Telephone #: _____

HOUSEHOLD MEMBERS	SEX	AGE	disabled	INCOME	RELATIONSHIP/ EMPLOYER/SCHOOL
1	M F				
2	M F				
3	M F				
4	M F				
5	M F				

Notes/ area preference:**type of home:** mobile home/SFR/Condo/Apartment/ Affordable(BMR)**rent/buy?****School District preference:****I certify that all the information on this survey is true and correct.**

Respondent: _____ Date: _____

Appendix 10

January 20, 2015 Letter to Residents from
Margaret Ecker Nanda
Regarding Copy of Spanish Translation of
SMC Chapter 19.72,
Mobilehome Park Conversions

January 20, 2015

Nick's Trailer Court
1008 E. El Camino Real, Space
Sunnyvale, CA 94087

RE: City of Sunnyvale Mobilehome Park Conversion Ordinance

Dear :

At the meeting of December 10, 2014 to discuss the closure of Nick's Trailer Court, you were informed that the City of Sunnyvale Mobilehome Park Conversion Ordinance, Title 19, Article 2, Section 19.12.020 would be translated into Spanish and mailed to you. Enclosed please find a copy of the Ordinance which has been translated into Spanish.

Please review the Ordinance and if you have any questions, you can contact the undersigned attorney via email at Margaret.nanda@infogain.com or you can speak to Teresa Laverde, the Housing Relocation Specialist who may be reached at 888.202.9195, or Suzanne Ise of the City of Sunnyvale who can be reached at 408.730.7250.

Thank you.

Very truly yours,


MARGARET ECKER NANDA

cc: Jay Coles
Dave Richman, Autotemp
Suzanne Ise, Housing Officer, City of Sunnyvale

Appendix 11

Letter from Dave Beccaria about Appraisals



Your Real Estate Life Line!

REALTORS, APPRAISERS, PROPERTY MANAGERS

830-F Bay Avenue
Capitola, CA 95010

Bus: (831) 462-1406
Fax: (831) 462-3812

Home Page: www.beccariaweber.com

Serving Santa Cruz, Monterey, Santa Clara, & San Benito Counties.

May 28, 2015

Attention: Nick's Trailer Court

Re: Appraisal Reports

Dear Park Residents,

Beccaria& Weber, Inc. has been contracted to complete the appraisal reports for the mobile home park closure.

We endeavor to provide a quality appraisal product. In effort to be accurate in these valuations we have attached a questionnaire that we would like you to complete on your home. It will give you an opportunity to provide us with any information, improvement, etc. with regard to your home.

We are calling the park residents at this time for an appointment to inspect your homes. If you have not heard from us please call us at your earliest convenience to schedule an appointment.

Thank you for your cooperation.

Sincerely,

David F. Beccaria MBA IFAS GAA RAA
Realtor and Certified General Real Estate Appraiser



Your Real Estate Life Line!

REALTORS, APPRAISERS, PROPERTY MANAGERS

830-F Bay Avenue
Capitola, CA 95010

Bus: (831) 462-1406
Fax: (831) 462-3812

Home Page: www.beccariaweber.com

Serving Santa Cruz, Monterey, Santa Clara, & San Benito Counties.

NICK'S TRAILER COURT-APPRAISAL QUESTIONNAIRE

In order for our office to complete the appraisal reports in a timely manner and to encourage communication with the residents we are requesting that the residents answer the following questions. The answers to these questions will assist us in completing the appraisal reports.

1. When did you purchase your home and what was the sale price of your home?

2. What year was your home manufactured? If you have a copy of the DMV printout or the HCD registration sheet could you provide a copy of it to us? What is your license number (travel trailers) or decal number (mobile and manufactured homes)?

3. What improvements have you made to your home since you purchased it?

4. Is there any other information that you would like to provide to us?

Signature

Space #

Phone Number



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NICK'S TRAILER COURT: Cuestionario para la evaluación

Para que nuestro oficina a completar los informes de evaluación en tiempo y para alentar comunicación con los residentes, estamos pidiendo que los residentes contestan las preguntas. Las respuestas a estas preguntas nos ayudará a completar los informes de evaluación.

1. Cuándo compró su casa móvil y cuál fue el precio de venta de su casa?

2. En qué año fue su casa prefabricada? Si usted tiene una copia del impreso del DMV o la hoja de inscripción HCD, podría proporcionar una copia del mismo a nosotros? Cuál es su número de lísense (para casas rodantes) o número de etiqueta (para casas móviles y prefabricadas)?

3. Qué mejoras ha hecho usted a su casa desde que usted lo compró?

4. Hay otra información que le gustaría ofrecer a nosotros?

La Firma

Número de espacio/Número de teléfono

[Logo: BECCARIA &
WEBER REAL ESTATE,
Su línea de vida en cuanto
a Bienes Raíces]

*AGENTES DE VENTAS, TASADORES, ADMINISTRADORES DE
PROPIEDADES*

830-F Bay Avenue
Capitola, CA 95010

Oficina: (831)462-1406
Fax: (831) 462-3812

Página de Inicio: **www.beccariaweber.com**

Trabajamos en los Condados de Santa Cruz, Monterey, Santa Clara, & San Benito

El 28 de mayo de 2015

Atención: Nick's Trailer Court

Con referencia a: Informes de Tasaciones

Estimados Residentes del Parque,

Beccaria & Webber, Inc. ha sido contratado para llevar a cabo informes de tasación para el cierre del Parque de casas rodantes.

Nosotros nos esforzamos en brindar tasaciones de calidad. En un esfuerzo por ser exactos con estas tasaciones, hemos adjuntado un cuestionario que nos gustaría que usted complete sobre su casa. Le dará la oportunidad de brindarnos información, mejoras, etc. sobre su casa.

Nos encontramos llamando a los residentes del parque en estos momentos para fijar citas para inspeccionar sus casas. Si no lo hemos llamado, por favor, llámenos lo antes posible para fijar una cita.

Gracias por su cooperación.

Atentamente,

David F. Beccaria MBA IFAS GAA RAA
Agente de Bienes Raíces y Tasador General Certificado de Bienes Raíces

August 4, 2015

Name
Nick's Trailer Court
1008 E. El Camino Real, Space???
Sunnyvale, CA 94087

RE: Nick's Trailer
Appraisal of your home

Dear _____:

At our meeting in December 2014 concerning the closure of Nick's Trailer Court you were informed that an appraisal of your home would be conducted pursuant to the City of Sunnyvale Mobilehome Park Conversion Ordinance requirements. The appraiser that the Park Owner has chosen, and the City of Sunnyvale has approved, is Mr. David Beccaria of the firm, Beccaria & Weber, Inc. He is a qualified mobilehome appraiser with extensive experience in appraising mobilehomes, trailers and recreational vehicles. He is prepared to start inspecting homes at Nick's as early as mid-June 2015. His associates, Gordon Lovell or Greg Weber may also go to the Park to help complete the inspections.

Enclosed is a letter from Mr. Beccaria and a questionnaire that he would like you to complete about your home. Both Mr. Beccaria's letter and the questionnaire have been translated into Spanish. At the time of the inspection of your home you will be able to discuss with Mr. Beccaria what you paid for your home, what improvements, if any you have made to your home, and any other matters which you believe may influence his opinion of the value of your home. Under the terms of the Ordinance you are entitled to be paid the on-site value of the home as if the Park were not closing, which means the price a buyer would pay you if the home was remaining at Nick's Trailer Court. If you do not contact Mr. Beccaria and arrange for an appointment, then he will not be able to inspect the interior of your home in forming his opinion regarding the value of your home. For that reason it is very important that you schedule a mutually convenient time for Mr. Beccaria or one of his associates to inspect your home. If you would like him to be accompanied by someone who speaks Spanish, please tell his office that when you call to make your appointment.

If you have any questions, you can contact the undersigned attorney via email at Margaret.nanda@infogain.com or you can speak to David Beccaria at (831) 462-1406. Beccaria & Weber has a Spanish speaking associate, Ms. Brenda Jones, who will be available to answer questions in Spanish. Thank you.

Very truly yours,

MARGARET ECKER NANDA

cc: Jay Coles, Sunnyvale Park LLC

Dave Richman, Autotemp
Suzanne Ise, Housing Officer, City of Sunnyvale

Appendix 12

Sample Lease and Certificate of Estoppel

STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS



Western
Manufactured Housing Communities
Association

NICK'S TRAILER COURT
(Park Name)
1008 E. EL CAMINO REAL
(Park Address)
SUNNYVALE, CA. 94087

Date this
Agreement
is Signed: _____

Date the Term of
this Agreement
Begins: _____

1. Homesite Address/Space No.: _____
2. Resident(s) _____

The persons who are listed above, referred to in the balance of this document as "Resident," agree to lease the homesite/space listed above in the above-referenced mobilehome park, referred to in the balance of this document as "Park," for the period and according to the term set forth in this Agreement.

3. Beginning Monthly Rent: \$ _____
4. Facilities to be Provided by Park for Residents During the Term of this Agreement, Unless Changed: _____
5. Services to be Provided by Park for Residents During the Term of this Agreement, Unless Changed: _____

Service	Charge
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Utilities	Included in Rent	Paid by Resident Directly To Utility Co.	Park Will Bill Resident Monthly	Unavailable
Natural Gas	X			
Electricity			X	
Water	X			
Cable TV				
Trash				X
Sewer	X			

6. **Security Deposit:** \$ _____ (Not to exceed an amount equal to two months rent)
7. **TERM:** The term of this Agreement shall be for a period of _____, but shall be for a period of less than twelve months, and is to begin on the date set forth on Page One of this Agreement and continue until _____. If Resident, without the Park's consent, remains in possession of the premises after expiration of the term of this Rental Agreement, or any extension thereto, and has not executed a new Rental Agreement with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as contained herein, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law.
8. **RENT AND OTHER CHARGES:** Resident shall pay rent in the amount of \$ _____ per month on the first day of each month, commencing at the start of the term of this Rental Agreement. In addition, Resident shall pay the utility and other charges billed by the Park to the Resident on the first day of each month following the receipt of the bill from the Park. Payment for either rent or other charges must be paid without deduction or offset whatsoever and shall be considered late following the fifth day of each month. Payment will be made at the Park office or at such other location as the Park may designate from time to time. Rent adjustments may be made upon proper notice in accordance with the provisions of the Mobilehome Residency Law.



STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS

Page 2

9. **ADMINISTRATIVE CHARGE:** As additional rent, a charge may be assessed by the Park in the amount of \$ _____ whenever rent and other charges are paid more than five (5) days after they are due. This charge is to cover the added administrative costs associated with processing a late payment. The five-day period does not include the date the payment is due.
10. **CHECK RETURN CHARGE:** As additional rent, a check return charge may be assessed by the Park in the amount of \$ 30.00 whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.
11. **SECURITY DEPOSIT:** On execution of this Agreement, but only upon initial occupancy, Resident shall deposit with the Park the total sum of the security deposit specified on Page One of this Agreement, as security for the performance by the Resident of the provisions of this Agreement. For new residents of the Park who begin tenancy on or after January 1, 1989, if the Resident has promptly paid to management within five (5) days of the date the amount is due all of the rent, utilities and reasonable service charges for any twelve (12) consecutive month period subsequent to the collection of the security deposit, or upon resale of the mobilehome, whichever occurs first, management shall refund to the Resident the amount of the security deposit, upon receipt of a written request from the Resident, within thirty (30) days following the end of the twelve (12) consecutive month period of the prompt payment or the date of the resale of the mobilehome.

If the Resident is in default, the Park may, but is not obligated to, use the security deposit, or any portion of it, to cure the default or to compensate the Park for any damage sustained by the Park resulting from the Resident's default. If the Resident is not in default when the Resident terminates his/her tenancy in the Park, the Park shall return the security deposit to the Resident. The Park can maintain the security deposit separate and apart from the Park's general funds or can co-mingle the security deposit with the Park's general and other funds. The Park shall not be required to pay Resident interest on the security deposit. In the event of the termination of the Park's interest in this Agreement, the Park shall deliver the security deposit to the Park's successor in interest and such delivery shall constitute a discharge of the Park from any further liability hereunder. However, the successor in interest shall have the same obligations of the Park.

As to any utility included in the rent, park reserves the right to separately charge for these as allowed by Civil Code Section 798.41.

12. **PARK RULES:** The Park Rules are a part of this Rental Agreement and are attached hereto and incorporated herein by reference as though fully set forth at this point. Resident agrees to comply with all Park Rules that now exist and such additional Rules as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law or any other law now in effect or as amended.
13. **MOBILEHOME RESIDENCY LAW:** Resident hereby acknowledges receipt of the Mobilehome Residency Law, a part of the Civil Code of the State of California, a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this Rental Agreement, and are incorporated herein by reference as though fully set forth at this point.
14. **COMMON FACILITIES:** It is the responsibility of the Park to provide and maintain the physical improvements in the common facilities of the Park in good working order and condition. The common facilities of the Park are specified on Page One of this Agreement. With respect to a sudden or unforeseeable breakdown or deterioration of the physical improvements in the common facilities, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting the health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
15. **SITE MAINTENANCE:** The Park may, but is not obligated to, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Rules and Regulations of the Park after written notification to the Resident and the failure of the Resident to comply within fourteen (14) days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the Park if the services are performed by the Park or its agent.
16. **TERMINATION OF RENTAL AGREEMENT BY PARK:** This Rental Agreement, at the option of the Park, may be declared forfeited and/or the tenancy may be terminated and/or Resident's right to possession terminated in accordance with the Mobilehome Residency Law and any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Park.
17. **TERMINATION OF RENTAL AGREEMENT BY RESIDENT:** Resident understands that this Rental Agreement will remain in effect and Resident will be liable to pay rent as set forth in this Agreement whether or not the Resident occupies the homesite/space or maintains a mobilehome at the homesite/space for the term of this Rental Agreement, unless the Resident terminates this agreement as required by law.



STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS

Page 3

18. **REMOVAL ON SALE:** The Park may, at its option, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Park upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of the Mobilehome Residency Law and any other applicable law may be enforced by the Park.
19. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:** Resident may sell his or her mobilehome at any time pursuant to the rights and obligations of Resident and Park under the Mobilehome Residency Law or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his or her mobilehome if the prospective purchaser intends for the mobilehome to remain in the Park. If the Park does not exercise its rights pursuant to the Mobilehome Residency Law to require the removal of the mobilehome from the Park, and in order for the prospective purchaser to reside in the Park, he and/or she must: (1) complete an application for tenancy; (2) be accepted by the Park; (3) execute a new Rental Agreement; and (4) execute and deliver to the Park a copy of the Park's then effective Rules and Regulations.
20. **RENTING OR SUBLETTING:** Other than as specifically authorized by California Civil Code Section 798.23.5, resident shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises. Resident shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.
21. **USE PROHIBITED:** The mobilehome and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.
22. **IMPROVEMENTS:** All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, if allowed in the Park pursuant to the Rules and Regulations, blacktop or concrete or any structures permanently attached to the ground, shall become the property of the Park as soon as they are installed and may not be removed by the Resident without the prior written consent of the Park. Other than in cases of park's responsibility for certain hazardous trees and certain park installed driveways pursuant to Civil Code Section 798.37.5, resident shall maintain, repair, and, when necessary at Park's sole discretion, remove and/or replace all of the above at Resident's sole expense and responsibility and shall be completely responsible for each of them although they are the property of the Park, which may remove them at its option.
23. **NOTICE:** 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 Section 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.
24. **WAIVER:** The waiver by the Park of, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of a Park Rule or Regulation shall not be a waiver of that term or rule. The subsequent acceptance of rent or other charges by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Resident or any violation of Park Rules or failure of Resident to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.
25. **ATTORNEYS' FEES AND COSTS:** In any action arising out of Resident's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorneys' fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.
26. **TIME OF THE ESSENCE:** Time is of the essence with this Agreement.
27. **INTERPRETATION:** Each provision of this Rental Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.
28. **INSPECTION OF THE PREMISES:** By signing this Rental Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect as represented by Park to the Resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are.
29. **EFFECT OF THIS AGREEMENT:** Resident agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of the homesite/space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.



**STANDARD RENTAL AGREEMENT
FOR A TERM OF LESS THAN TWELVE MONTHS
Page 4**

30. **ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written Agreement signed by both of the parties, by operation of law, or in any manner provided for by the Mobilehome Residency Law or other applicable law.
31. **ACKNOWLEDGMENT:** Resident acknowledges that he and/or she has received a copy of this Rental Agreement, together with a copy of the Park Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that he and/or she has read and understands each of these documents. Resident understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

Resident acknowledges that he and/or she has been offered a Rental Agreement for a period of twelve months and has declined to enter into such Agreement. Instead, Resident has elected to enter into an Agreement for a term of less than twelve months, as specified in this Agreement.

SIGNATURES:

_____ (Resident)	_____ Dated
_____ (Resident)	_____ Dated
_____ (Resident)	_____ Dated
_____ (Park Management)	_____ Dated

INFORMATION CONCERNING THE MOBILEHOME WHICH PRESENTLY OCCUPIES, OR WILL OCCUPY, THE HOMESITE/SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:

Make of Mobilehome: _____

Model of Mobilehome: _____

Year of Manufacture: _____ Vehicle ID #: _____

License or Decal #: _____ State of Registration: _____

Federal Label or Calif. Insignia #: _____

Legal Owner's Name: _____

Address: _____

Telephone #: _____

Registered Owner's Name: _____

Address: _____

Telephone #: _____

Junior Lienholder(s) Name and Address: _____



ESTOPPEL CERTIFICATE

TENANT: _____

DATE OF LEASE: January 23, 2010

DATE OF AMENDMENT(S): Not Applicable

PREMISES: 1008 E. El Camino Real Space# Sunnyvale, Ca. 94087

Re: Month to Month

I, _____, hereby certify to **THE HURLEY COMPANY LLC**, a California limited liability company or its assignee ("**Buyer**") as follows:

1. I am the current tenant (the "**Tenant**") under the above-referenced lease (the "**Lease**") covering the above-referenced premises (the "**Premises**").

2. A true and complete copy of my Lease is attached to this Estoppel. If no document is attached, I have no written Lease for the Premises. If attached, the Lease constitutes the entire Agreement between the current Landlord under the Lease (the "**Landlord**") and the Tenant with respect to the Premises. The Lease has not been changed, modified or amended except as follows: _____.

3. The term of the Lease commenced on, January 23, 2010 and, including any presently exercised option or renewal term, will expire on January 23, 2011. Tenant has accepted possession of the Premises and is the actual occupant in possession and has not assigned or hypothecated Tenant's interest in the Lease or sublet or permitted any other person to occupy the Premises, except as follows: _____.

_____ All improvements to be constructed in the Premises by Landlord have been completed and accepted by Tenant and any tenant construction allowances have been paid in full.

4. As of the date of this Estoppel Certificate, the Lease is in full force and effect, and there exists no breach or default under the Lease. Also, there is no state of facts which, with notice, the passage of time, or both, would result in a breach or default under the Lease on the part of either the Tenant or, to the knowledge of the undersigned, the Landlord, except for _____.

5. No claim, controversy, dispute, quarrel or disagreement exists between Tenant and Landlord under the Lease, Tenant's occupancy of the Premises and/or the condition of the Premises; except for _____.

6. Tenant is currently obligated to pay annual rental in monthly installments of \$860.00 per month and monthly installments of annual rental have been paid through June 1, 2014. No other rent has been paid in advance and Tenant has no claim or defense against Landlord under the Lease and is asserting no offsets or credits against either the rent or Landlord.

Tenant has no claim against Landlord for any security or other deposits except \$0.00 which was paid pursuant to the Lease. Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other type of rental or other concession except as expressly set forth in the Lease.

7. The Lease contains no option to purchase or preferential right to purchase all or any part of the Premises or all or any part of the building or project of which the Premises are a part.

8. Tenant acknowledges the right of Buyer and any and all of Buyer's present and future lenders to rely upon the statements and representations of the undersigned contained in this Tenant Estoppel Certificate.

Dated this _____ day of _____, 2014.

"TENANT"

By: _____
Its: _____

Appendix 14

Housing Authority of Santa Clara County Fair Market Rents Data



HOUSING AUTHORITY of the COUNTY of SANTA CLARA

Leaders in Making A Difference

2015 Fair Market Rents and January 2015 Voucher Payment Standards

The U.S. Department of Housing and Urban Development published the following Fair Market Rents (FMRs) effective October 1, 2014 for Santa Clara County, covering the following cities: San Jose, Gilroy, Morgan Hill, San Martin, Milpitas, Campbell, Los Gatos, Mountain View, Palo Alto, Santa Clara, Saratoga, Sunnyvale, Cupertino, Los Altos, Los Altos Hills, Monte Sereno and unincorporated areas of the County. HACSC is raising its Voucher Payment Standards to 95% of the FMRs effective January 1, 2015.

HUD- Approved Fair Market Rents Effective October 1, 2014										
0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	SRO (Single Room Occupancy)	Mobile Home Space Rent
\$1,213	\$1,419	\$1,809	\$2,551	\$2,892	\$3,325	\$3,759	\$4,193	\$4,627	\$909	\$723

Housing Authority of the County of Santa Clara (HACSC) Payment Standards Effective January 1, 2015										
0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	SRO (Single Room Occupancy)	Mobile Home Space Rent
\$1,152	\$1,348	\$1,719	\$2,423	\$2,747	\$3,159	\$3,571	\$3,983	\$4,396	\$864	\$687

Appendix 15

Housing Authority of Alameda County Fair Market Rents Data

Payment Standards

PAYMENT STANDARDS

Post 18 October 2010 Last Updated on 09 October 2014 By Jennifer Cado Hits: 58647



Payment Standards: What they ARE and what they're NOT

Section 8 Housing Choice Voucher Program (HCVP) **Payment Standards** are set, at least, annually by the Housing Authority of the County of Alameda (HACA) based on rental market information published each year by the U.S. Department of Housing and Urban Development (HUD).

A **payment standard** is HACA's **maximum** allowable monthly assistance toward an assisted family's **gross rent**. **Gross rent** is the total of the (1) **contract rent** charged by the landlord; and (2) the utility **allowance** that HACA credits to the family for those **essential utilities** for which the family is responsible, including a stove or refrigerator provided by the family.

Payment standards DO NOT determine or limit the rent a landlord may charge. As described in "How Much Rent Can I Charge?", the maximum contract rent a landlord may charge is based on the **reasonable rent** for the unit and the **family's income**.

As applicable, payment standards DO determine how much of the rent is paid by HACA, and how much by the family.

HACA Payment Standards 2015 (10/1/14)

	Effective Date	0-Br	1-Br	2-Br	3-Br	4-Br	5-Br	6-Br
Albany	10/1/2014	\$1,125	\$1,225	\$1,649	\$1,992	\$2,445	\$2,812	\$3,178
Castro Valley	10/1/2014	\$1,031	\$1,134	\$1,555	\$2,187	\$2,778	\$3,081	\$3,178
Dublin	10/1/2014	\$1,142	\$1,386	\$1,743	\$2,319	\$2,987	\$3,062	\$3,178
Emeryville	10/1/2014	\$1,125	\$1,200	\$1,637	\$1,992	\$2,445	\$2,812	\$3,178
Fremont	10/1/2014	\$1,125	\$1,252	\$1,716	\$2,285	\$2,808	\$2,993	\$3,178
Hayward	10/1/2014	\$1,063	\$1,134	\$1,462	\$2,074	\$2,607	\$3,132	\$3,178
Newark	10/1/2014	\$1,125	\$1,219	\$1,685	\$2,307	\$2,717	\$2,812	\$3,178
Pleasanton	10/1/2014	\$1,142	\$1,386	\$1,743	\$2,330	\$2,987	\$3,062	\$3,178
San Leandro	10/1/2014	\$1,031	\$1,159	\$1,523	\$2,135	\$2,676	\$3,142	\$3,178
San Lorenzo	10/1/2014	\$1,031	\$1,145	\$1,553	\$2,231	\$2,608	\$3,081	\$3,178
Union City	10/1/2014	\$1,125	\$1,184	\$1,614	\$2,221	\$2,637	\$2,812	\$3,178

Appendix 16

Data about other available Mobilehome Spaces

PARK NAME	ADDRESS	ADDRESS	TELEPHONE	# SPACES	# VACANCIES	LEASE RATES	LEASE TERMS	RESTRICTIONS ON TYPE OF HOMES	RESTRICTIONS ON TYPE RESIDENTS ACCEPTED	AMENITIES	PROXIMITY TO SCHOOLS	PROXIMITY TO MEDICAL	PROXIMITY TO PUBLIC TRANSPORTATION	TO SOCIAL/RELI GIOUS	PROXIMITY TO GROCERY
ALOHA MOBILE VILLAGE	915 E EL CAMINO REAL	SUNNYVALE, CA 94086	(408) 733-0909	39	0	\$850			EVERYBODY	LAUNDRY ROOM, SHOWERS	1.1, 2.1, 2.4 MI	2.3 MI	0.6 MI EL CAMINO & WOLFE	1.4 MI	0.5 MI
BLUE BONNET MHP	617 E EVELYN AVE	SUNNYVALE, CA 94086	(408) 736-3693	54						Only phone number available has been disconnected	1.0, 0.5, 1.3 MI	2.3 MI	0.3 SUNNYVALE CALTRAIN STATION	0.6, 0.8 MI	1.0 MI
MOORPARK MOBILE HOMES	501 MOORPARK WAY	MOUNTAIN VIEW, CA 94041	(650) 968-4358	138	0	\$675			EVERYBODY	SWIMMING POOL, LAUNDRY, GARDEN, BADMINTON	0.3 MI	0.7 MI			1.0 MI
MOFFETT MHP	440 MOFFETT BLVD	MOUNTAIN VIEW, CA 94043	(650) 968-4884	143	called 5/26						0.5, 1.1, 2.1 MI	2.4 MI	33 FT MOFFETT & MIDDLEFIELD	0.6, 0.8 MI	0.7 MI
ACE TRAILER INN VILLAGE	2800 MONTEREY RD	SAN JOSE, CA 95111	(408) 225-3204	57	called 5/26						0.9, 2.1 MI	2.1 MI	276 FT	1.1 MI	66 FT
TRIANGLE TRAILER PARK	1410 N TENTH ST	SAN JOSE, CA 95112	(408) 250-2564	24	0						0.4, 3.1 MI	4.0 MI	0.8 MI	1.4, 2.1 MI	0.2 MI
MAYFAIR TP	1840 S 7TH ST	SAN JOSE, CA 95112	(408) 294-1707	54						Unable to contact by telephone after multiple attempts	0.9 MI	1.0 MI	0.5 MI	43 FT	1.1 MI
BELLA ROSA MOBILE LODGE	1500 VIRGINIA PL	SAN JOSE, CA 95116	(408) 923-3066	64	1	\$400-900			EVERYBODY		0.9 , 1.0 MI	2.3 MI	2.3 MI	1.6, 4.8 MI	0.9 MI
MILL POND 2	2411 CANOAS GARDEN AVE	SAN JOSE, CA 95113	(408) 267-9790	52	2	\$850-1200			SENIOR (55 & UP)	LAUNDRY ROOM, SWIMMING POOL, HOT TUB, POOL ROOM, TENNIS COURT, CLUBHOUSE	0.1, 1.4 MI	2.1 MI	0.2 MI	0.2, 0.3 MI	0.7 MI
COTTAGE TRAILER GROVE	111 BARNARD AVE	SAN JOSE, CA 95112	(408) 294-3811	34	0	\$600			EVERYBODY	NONE	0.6 , 1.3 MI	1.7 MI	0.2 MI	0.4, 0.7, 1.2 MI	0.8 MI
WALNUT MHP	4320 S MONTEREY RD	SAN JOSE, CA 95111	10-1 4-6	40							0.3, 1.6 MI	3.3 MI	338 FT	0.1, 1.1 MI	0.8 MI
GARDEN CITY TP	1309 OLD OAKLAND RD	SAN JOSE CA, 95112	(408) 288-9481	0	0	\$610-750			EVERYBODY	LAUNDRY ROOM, WIFI	1.3, 2.5 MI	3.3 MI	2.2 MI	1.6, 2.4 MI	1.1 MI
WESTERN TP	2784 MONTEREY HWY	SAN JOSE CA, 9511	(408) 227-8473	54	called 5/26						0.9, 2.2 MI	2.1 MI	0.8 MI	0.6, 2.8 MI	0.2 MI
HILLVIEW MHP	241 S JACKSON ST	SAN JOSE CA, 95116	408-259-4321	25	called 5/26						0.4, 0.7 MI	4.1 MI	0.4 MI	0.5, 1.4 MI	79 FT
MH MANOR	1300 E SAN ANTONIO ST	SAN JOSE, CA 95116	(408) 294-6789	81	0	\$650			EVERYBODY	LAUNDRY ROOM	0.7 MI	2.1 MI	2.0 MI	0.4, 0.6 MI	0.4 MI
TRAILOR TERRACE	3010 MONTEREY HWY	SAN JOSE, CA 95111	(408) 629-2424	17	0					Went to automatic voicemail which stated no applications are being taken at this time	0.6, 1.7 MI	2.3 MI	0.5 MI	1.0 MI	2.4 MI
SUNSET MOBILE MANOR	555 MCCLAUGHLIN AVE #B	SAN JOSE, CA 95116	(408) 297-0360	58	called 5/26						0.2, 0.6 MI	2.7 MI	3.6 MI	1.0, 1.2 MI	0.5 MI
SLEEPY HOLLOW TP	4210 MONTEREY RD	SAN JOSE, CA 95111	(408) 227-8873	72	0	\$775			EVERYBODY	2 LAUNDRY ROOMS, SHOWERS, BATHROOMS	0.5, 0.7, 1.9 MI	3.8 MI	2.0 MI	4.5 MI	2.1 MI
HILTON MHP	661 BONITA AVE	SAN JOSE, CA 95116	(408) 297-2363	62	0	\$500-700			FAMILY	LAUNDRY ROOM, POOL	0.6, 2.1, 2.3 MI	5.7 MI	2.5 MI	0.6, 0.9, 1.3 MI	0.5 MI
FOOTHILLS MOBILODGE	655 S 34TH ST	SAN JOSE, CA 95116	(408) 251-3655	70	0	\$700			FAMILY	LAUNDRY ROOM, POOL, CLUBHOUSE, SPORTS FIELD	0.6, 2.0, 2.3 MI	6.1 MI	0.3 MI KING & VIRGINIA	0.8, 1.6 MI	0.3 MI

Appendix 17

Quotations from Movers

Quotation for moving MH's.

- 1) Baxter Mobile Home Transport, Inc.
 - Single-wide - Price to tear down and \$4000 w/in 50 miles. Double-wide: \$8k.
- 2) <http://www.sambordens.com/services>
 - Single-wide within 50 miles no accessories (\$1250)
 - Double-wide within 50 miles no accessories (\$1650)5-13-15
[\(209\)652-6889](tel:(209)652-6889)

Quotations for Moving Personal Property (and separate attachment)

Rusty Ott - CMC

Certified Moving Consultant

Corporate Account Manager / Relocation Solution Provider

Chipman Relocations

1620 National Dr., Sacramento CA 95834

Agent for United Van Lines

Office: [916-563-7470](tel:916-563-7470)

Fax: [916-928-9787](tel:916-928-9787)

Cell: [916-439-5041](tel:916-439-5041)

Email: rustyott@chipmanrelo.com Website: www.chipmanrelo.com

Office / Industrial / Corporate & Residential Relocations, Special Commodities, Furniture Installation, Storage & Records Management and MORE !

Our Locations: Sacramento, Fairfield, Concord, Alameda & Santa Ana CA

Portland OR, Kent WA

Cost of two men and bobtail per hour - \$120.00/hr which includes a Project Manager to act as a liaison between the crew and the tenant, if he is not needed then \$105.00/hr. These rates will include travel time to the origin location and from the destination location.

Estimated costs to move the personal property within an RV - \$750.00 (+,-), which includes the material (boxes, etc.), packing of personal property, transportation and basic unpacking.

Estimated costs to move the p.p. in a single wide mobile home - \$900.00 (+,-) which includes the same services as above.

Estimated costs to move the p.p. in a double wide mobile home - \$1,100.00 (+,-) which includes the same services as above.

All within a 25 mile radius. No additional insurance.



April 27, 2015

Sunnyvale Mobile Home Park
E mail: sonyapwelch@gmail.com

Sonya Welch,

Cost of two men and bobtail per hours	\$ 85.00
Fuel surcharge per day	\$ 50.00

Estimated cost to move the personal property with an RV (includes packing and material)	\$ 972.00
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Estimated cost to move personal property in a single wide mobile home (includes packing and material)	\$1,143.00
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Estimated cost to move personal property in a double wide mobile home (includes packing and material)	\$1,240.00
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All within a 25 mile radius. No additional insurance

Thank you for allowing me to present the enclosed pricing on your upcoming move. If you have any questions, please do not hesitate to contact me on my cell: 925-766-7401, or e-mail: rroberson@valleyrelocation.com.

Sincerely,

Ron Roberson

Ron Roberson
Account Manager

Corporate Headquarters • 5000 Marsh Drive, Concord CA 94520 • (925) 682-3740

CONCORD SAN FRANCISCO SACRAMENTO PLEASANTON SAN JOSE



Appendix 18

Statement of Qualifications - Autotemp, Inc. Housing Relocation Specialist

Firm Name:

Autotemp, Inc.

Address: 373 Fourth Street Suite 2A, Oakland, CA 94607

phone and fax number: 510.238.9386

e-mail: david@autotempservices.com

Additional office location: Mammoth Lakes, CA

Type of organization: corporation

Responsible Principal and Project Manager:

David Richman

Mr. David Richman, R/W-RAC, has a clear vision of providing excellent client service and treating the communities and individuals who are affected by the projects with courtesy and respect. We are committed to providing the Dividend Homes with outstanding professional and knowledgeable customer service, combined with efficient business processes.

We pride ourselves in our integrated start-to-finish service, which includes project planning and management, community outreach, implementation and representation.

Mr. Richman is a designated Right of Way Relocation Assistance Certified (R/W-RAC) professional. Mr. Richman routinely makes presentations about the changing dynamics of our profession and participates in major industry associations including the CRA and IRWA.

Mr. Richman has provided real estate related services to hundreds of clients throughout the United States. Because each project is unique, Autotemp takes great pride in planning its process accordingly. Autotemp provides comprehensive planning assistance services to public and private sector clients. Mr. Richman has handled several hundred projects, hundreds of community meetings, and many board meetings. Since all of our work ultimately involves the public, we are sensitive to the human and political aspects of the work we undertake. We believe strongly in thorough planning, budget analysis and above all, communication and building trust.

We know the importance of the timely delivery to meet project schedules, and do so in a manner that maintains full eligibility for funding participation from other sources. Autotemp's objective is to provide our clients with exceptional service and innovative solutions while delivering projects in a cost effective manner. Clients across the nation have benefited from the strength of our experience and our commitment.

David J. Richman, R/W-RAC Principal

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Education:

Bachelor of Science in Business
Management, California State University,
Northridge
Graduate Coursework in Business
Management, University of Southern
California

Certification as Relocation Assistance
Specialist - IRWA

Professional Affiliations:

Board of Directors, Mountain
Meadows Mutual Water Company
Member, California Association of Licensed
Investigators (CALI)
Member, Defense Investigators Association
(DIA)
Member, International Right of Way
Association (IRWA)
Member, California Redevelopment
Association (CRA)

Instructor, Business and Residential
Relocation Seminars

Recipient Medal of Valor



As a principal, Mr. Richman has full management and fiscal responsibilities for operations from offices in Oakland and Mammoth Lakes, along with projects nationwide. He is responsible for the preparation of Replacement Housing Plans, Relocation Plans and replacement housing needs analyses, cost studies, relocation impact studies and general informational brochures. Mr. Richman provides program development, project management and implementation services on numerous local and national projects. He acts as Project Manager on large-scale acquisition/relocation projects including residential, agricultural and business occupants along with affordable housing rehabilitations. Mr. Richman maintains schedules, budgets, manpower requirements and community outreach and interaction services. The projects have involved a variety of funding sources that require compliance with the Federal as well as State of California law, regulations and guidelines.

Mr. Richman has been instrumental in delivering projects on time and on budget using creative solutions for difficult situations. He speaks at public meetings, conferences and citizen participation groups, markets company services and prepares marketing proposals. He is also actively involved in training and presentations through the California Redevelopment Association.

His project experience is not only as a Project Manager but also as a case worker, working with people representing all socio-economic levels, for transportation projects, school sites, redevelopment, affordable housing, airport, highways, public facilities, parks and the disposition of public housing.

Mr. Richman has also managed numerous projects for non-profit and for-profit developers and housing authorities such as the Alameda County, Dublin, San Francisco and Oakland Housing Authorities, Mercy Housing, Eden Housing, RCD, AHA, Pacific Companies, Citizens Housing, TODCO, South County Housing, John Stewart Company and BRIDGE Housing Corporation.

From conversion impact reports to advisory assistance, private or public closures, pre-planning and cost studies, Mr. Richman has been involved with the closure of numerous parks throughout California.

Key Personnel:

Key personnel, in addition to Mr. Richman, include the following associates:

Teresa R. Laverde
Jessica Garliepp
Paul R. Burns
Linh Inokuchi
Richard Shinn
David Hudson
Art Perez

Mr. Richman has been assisted on hundreds of projects by his associates, Teresa R. Laverde, Jessica Garliepp, Linh Inokuchi, Richard Shinn, David Hudson, Art Perez and Paul Burns. With bilingual capabilities, they have been instrumental in project success through interactions with individual households. Developing a relationship, inspiring confidence and education are all critical components of our interactions, leading to the success of the project.

Our overriding goal and approach is to complete our work in a timely and technically correct manner, while treating the people impacted by the project in a respectable and equitable manner. Success is contingent upon communicating and obtaining information from people who can be fearful, angry and may possess limited knowledge of the complex process affecting their homes.

Our work plan's philosophy considers its client to be Dividend Homes, the City of Mountain View, along with the individuals with whom we will interact. This philosophy of displaced occupants being our client translates into a continual personal presence and an interest in providing whatever services are necessary. Developing a relationship, inspiring confidence and education are all critical components of our interactions, leading to the success of the project.

It is also critical to identify the concerns and objectives of all stakeholders, including the City, residents, community groups along with other government agencies, community based organizations and resident advocate groups. It is imperative that we address the residents' concerns equitably while attaining the goals of the City. The benefit of our approach is cost effectiveness, reduction in project delays, and a decrease in potential exposure. We are more than technicians that comply with the rules - we solve problems.

Sample resumes for Teresa, Jessica, Linh, Art and Paul follow.

Teresa R. Laverde

Consultant/Associate

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Initial Year in Industry: 2002

Education:

Bachelor of Arts in Practice of Art
University of California at Berkeley
Master of Business Administration in Global
Management Curriculum
University of Phoenix at Walnut Creek

National Highway Institute Courses:
141045 – Real Estate Acquisition Under the
Uniform Act: An Overview

Supplemental Courses:
Uniform Act Revisions
Advanced Residential Relocation
Basic Business Relocation
Advanced Business Relocation

Professional Affiliations:
Member, Community Redevelopment
Association (CRA)



Ms. Laverde provides relocation advisory and financial assistance to displaced persons and businesses as a result of acquisition of real property for public or private use. Ms. Laverde has a working knowledge of both federal and state regulations relating to relocation assistance and benefits.

She acts as Project Manager on relocation projects including residential and business occupants along with affordable housing rehabilitations. She provides advisory assistance services to displacees, including informational brochures outlining benefits, assistance and grievance procedures and other services to minimize hardships.

Ms. Laverde is actively involved in our temporary relocation programs, not only through implementation but the training of on-site personnel and the auditing of files. She has been involved in the preparation of relocation plans and funding plans.

Ms. Laverde is fluent in Spanish, writing, reading and conversationally and is an experienced translator and interpreter.

Ms. Laverde has assisted with the relocation of hundreds of residential and business tenants and owner-occupants for numerous agencies and non-profit developers.

Her agency clients include:

City of Lafayette
City of Richmond Redevelopment Agency
City of Mountain View Public Works Department
City of Redwood City Public Works Department
City of East Palo Alto
City of Fresno Redevelopment Agency
Housing Authority of Alameda County
Oakland Housing Authority

Her non-profit/for profit clients include:

Fireside Affordable Housing/Citizens Housing
Bridge Housing, Inc.
Ecumenical Association for Housing, Inc.
The John Stewart Co.
Mercy Housing California
Eden Housing, Inc.
Volunteers of America, Inc.
National Community Renaissance
Resources for Community Development
Community Housing Sonoma County

Jessica Garliepp

Consultant/Associate

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Initial Year in Industry: 2004

Education:

General Coursework, Psychology & Ethnic Studies, Diablo Valley College, Pleasant Hill, CA

Supplemental Courses:

Residential Relocation

Licenses:

Real Estate License, California

Professional Affiliations:

Member, Community Redevelopment Association (CRA)



Ms. Garliepp provides relocation advisory and financial assistance to displaced persons and businesses as a result of acquisition of real property for public use. She provides written informational statements outlining benefits, assistance and grievance procedures and other advisory services to displacees in order to minimize hardships. She is actively involved in our temporary and permanent relocation programs. Her duties include performing initial interviews and evaluation, processing benefits, explain and execute a memorandum of understanding contract with tenants, coordinating moves, conducting replacement site inspections and performing extensive file documentation and final relocation while ensuring compliance with applicable federal, state and local guidelines. Because she is fluent in Spanish, she is able to effectively communicate with a diverse client base.

Her agency clients include:

City of East Palo Alto
Dublin Housing Authority
Housing Authority of Alameda County
Contra Costa Redevelopment Agency
Redevelopment Agency of the City of San Jose
City of Mountain View Public Works Department
Oakland Housing Authority
Tenderloin Neighborhood Development Corp.
Oakland Housing Authority

Her non-profit/for profit clients include:

Ecumenical Association for Housing, Inc.
TMG Partners
Devine & Gong, Inc.
Eden Housing, Inc.
Resources for Community Development
Affordable Housing Associates
Related Companies of California
Tenderloin Neighborhood Development Corporation
National Community Renaissance
California Pacific Medical Center
Treasure Island Community Development

Past Relevant Experience

Realtor / Mortgage Loan Officer

As a State Certified Realtor and Mortgage Loan Officer, Ms. Garliepp coordinated all transactions involved in the purchase and sale of homes. Other tasks included residential and commercial leasing, screening/interviewing potential prospective rental candidates, property management, coordination of investments, marketing and advertisement, financial strategizing and budget control.

Paul R. Burns

Consultant/Associate

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Initial Year in Industry: 2008

Education:

A.A. Degree, El Camino College
Additional Studies, California State
University, Long Beach

Supplemental Courses:

Residential Relocation
Business Relocation

A U T O



T E M P

Mr. Burns provides relocation advisory and financial assistance to displaced businesses and persons and as a result of acquisition of real property for public use. He provides written informational statements outlining benefits, assistance and grievance procedures and other advisory services to displacees in order to minimize hardships. His duties include performing initial interviews and evaluation, providing a detailed description of available benefits, replacement site searching and referrals, processing benefits, coordinating moves, conducting replacement site inspections, benefit eligibility analysis and claim generation, and maintaining extensive file documentation and while ensuring compliance with applicable federal, state and local guidelines. He fulfills a variety of functions including document preparation and compiling, assisting in research and analysis for cost studies, site searching and other field work.

Mr. Burns has assisted with the relocation of residential and business tenants for numerous agencies and non-profit developers.

His agency clients include:

County of Alameda
Santa Clara Valley Transportation Authority (VTA)
Regents, University of California
Dublin Housing Authority

His non-profit/for profit clients include:

Bernal Heights Neighborhood Center
BRIDGE Housing
Burbank Housing.
Eden Housing, Inc.
Mid-Peninsula Housing Coalition
Mercy Housing of California
Tenderloin Neighborhood Development Corporation
Treasure Island Community Development

Past Relevant Experience

Mr. Burns has worked for many years with business owners and individuals, from a variety of socio-economic strata's, in highly stressful situations.

Linh Inokuchi **Consultant/Associate**

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Initial Year in Industry: 2001

Education:

University of California, Santa Barbara

Supplemental Courses:

Residential Relocation
Business Relocation

IRWA Courses:

104 – Standards of Practice for the Right
of Way
200 - Principles of Real Estate Negotiation
209 – Negotiating Effectively with a
Diverse Clientele

National Highway Institute Courses:

141045 – Real Estate Acquisition Under the
Uniform Act: An Overview

Licenses:

Real Estate License, California



Ms. Inokuchi provides relocation advisory and financial assistance to displaced persons and businesses as a result of acquisition of real property for public use. She has a working knowledge of both federal and state regulations relating to relocation assistance and benefits. Ms. Inokuchi provides written informational statements outlining benefits, assistance and grievance procedures and other advisory services to displacees in order to minimize hardships. She is actively involved in our temporary and permanent relocation programs. Her duties include performing initial interviews and evaluation, processing benefits, explain and execute a memorandum of understanding contract with tenants, coordinating moves, conducting replacement site inspections and performing extensive file documentation and final relocation while ensuring compliance with applicable federal, state and local guidelines. Because she is fluent in Cantonese, she is able to effectively communicate with a diverse client base.

Her agency clients include:

City of East Palo Alto
Dublin Housing Authority
San Mateo Housing Authority
City of Alameda Housing Authority
City of Berkeley Housing Authority
Housing Authority of Alameda County
Contra Costa Redevelopment Agency
City of Stockton Redevelopment Agency
Redevelopment Agency of the City of San Jose
Redevelopment Agency of the City of San Francisco
City of Mountain View Public Works Department
Santa Clara Valley Transportation Authority

Her non-profit/for profit clients include:

Ecumenical Association for Housing, Inc.
MidPen Housing
Eden Housing, Inc.
Bridge Housing, Inc.
Resources for Community Development
Affordable Housing Associates
Related Companies of California
Tenderloin Neighborhood Development Corporation
National Community Renaissance
Redwood Children's Services, Inc.
Margaret Ecker Nanda, Attorney at Law

Past Relevant Experience:

Assistant Realty Agent - Los Angeles Unified School District, Real Estate Branch – Assisted in the negotiation for real property acquisition and site selection analysis.

Arturo Perez Consultant/Associate

Autotemp

373 4th Street, Suite 2A, Oakland, CA 94607
San Francisco Bay Area (510) 238-9386
Toll-Free (888) 202-9195

Professional Credentials

Initial Year in Industry: 2002

Education:

UCLA Project Management Professional

Supplemental Courses:

Residential Relocation
Mobile Home Relocation
Business Relocation
Real Estate Negotiation

IRWA Courses:

200 – Principals of Real Estate Negotiations
501 – Relocation Assistance
502 – Business Relocation
503 – Mobile Home Relocation
504 – Computing Replacement Housing
Payments
505 – Advance Residential Relocation
Assistance

Affiliations:

Member of the International Right of Way
Association (IRWA)

Licenses:

Real Estate License, California



Mr. Perez is an innovative Relocation Consultant with 12 years of diversified right of way experience. He possesses experience and vast knowledge of federal and state relocation guidelines and procedures. He has written complex Relocation Impact Reports in accordance with the Caltrans Manual, numerous relocation plans, and replacement housing plans for dozens of public agencies.

Mr. Perez is responsible for managing assigned personal, tracking hours, and budgets. He conducts meetings with relocation personnel to track the project's progress and identify and address potential issues that can impact the project's scope, schedule, and budget. He is also responsible for client interface to ensure that the clients' needs are met or exceeded.

His duties consist of providing relocation advisory and financial assistance to business, non-profit organizations, farms, residential homeowner (including mobile homes), and tenants. Mr. Perez is also responsible for replacement site selection, calculation of benefit payments, coordination with moving companies and contractors, preparing comparable replacement site analysis, inspection of replacement housing sites, and extensive file documentation. He speaks and writes fluently in English and Spanish and possesses the ability to translate documents and carryout complete presentations at community meetings in Spanish

His agency clients include:

Oxnard Housing Authority
Los Angeles Metropolitan Transportation Authority
Orange County Transportation Authority
City of Santa Ana
City of Riverside
Orange County Flood Control District
San Bernardino Housing Authority
City of Inglewood
Los Angeles World Airports
Tahoe Conservancy
South County Housing
Eden Housing

Major Projects Completed:

Since 2000, Mr. Richman has provided relocation consulting services throughout the Nation. He has provided consultant services to many public agencies in the regional area including the *San Francisco Mayor's Office of Housing, the San Francisco Redevelopment Agency, the Oakland Housing Authority, the Alameda County Redevelopment Agency, the Housing Authority of Alameda County, The Dublin Housing Authority, The Housing Authority of Alameda County, Napa County Transportation Planning Agency, and the San Francisco Housing Authority*. Autotemp has worked with various non-profits and for-profit developers, including the *John Stewart Company, RCD, TNDC, Mercy Housing, Citizens Housing, BRIDGE Housing, Community Housing Sonoma County, Napa Valley Community Housing, and Eden Housing*, using government funding, in the surrounding area. Mr. Richman has coordinated projects with federal and state oversight agencies such as Caltrans, Department of Housing and Urban Development, FAA, FHWA and the FTA.

Mobile Home Park closures have included the preparation of an impact conversion report and relocation implementation services for BRIDGE Housing and the Meadowbrook Mobile Home Park; preparation of an impact conversion report and relocation implementation services for the City of Milpitas, Trammel Crow Residential and the Law Offices of Margaret Nanda; the preparation of an impact conversion report for Mid-Peninsula Housing Coalition for the Forest Homes Mobile Home Park; preparation of an impact conversion report and relocation implementation services for the City of Moorpark; and program development for park closures for the Law offices of Margaret Nanda, including the Buena Vista Mobilehome Park and Nick's in Sunnyvale.

The following are a sample of major projects completed.

Name of project: Beechcrest Mobile Home Park

Project location: Columbia, MD

Brief description: 37 unit park closure

Name of owner: Howard County Housing

Contact person: Cynthia Lynch, 410.313.5928

Specific involvement: Program development and management, relocation plan and implementation oversight

Name of Project: Eplin Mobile Home Park

Project Location: San Leandro, CA

Name of Owner: Resources for Community Development

Brief Description: Mobile home park closure with 16 permanent displacements

Contact person: Carolyn Bookhart, Project Manager, 510. 841.4410

Brian Saliman, Project Manager, 415.297.2258

Marita Hawryluk, Alameda County, 510.670.6112

Name of project: Palomar Apartments
Project location: Vista CA
Brief description: 43 over-income households for an affordable housing project
Name of owner: Volunteers of America
Contact person: Lloyd Wright, Volunteers of America 775.626.9357
Specific involvement: Program development and management, relocation plan and implementation

Name of project: Casa Del Sol
Project location: Woodland, CA
Brief description: reconfiguration and rehabilitation of a mobile home park
Name of owner: CHOC
Contact person: Lee Turner, 530.757.4444 x 105
Specific involvement: Program development, management, funding agency interaction, audit review.

Name of project: Meadow Brook Mobile Home Park/Trestle Glen
Project location: Colma, CA
Brief description: 64 unit Mobile Home/RV Park Closure
Name of owner: BRIDGE Housing
Contact person: Ben Metcalf, HUD, 202.402.6377
Specific involvement: Program development and management, Relocation and impact conversion report, implementation services

Name of project: Milpitas Mobile Home Park
Project location: Milpitas, CA
Brief description: 28 unit Mobile Home/RV Park Closure
Name of owner: Trammel Crow Residential
Contact person: Felix Reliford, City of Milpitas 408.586.3071
Margaret Nanda, Attorney, 408.355.7010
Peter Solar, formerly of TCR, 510.939.9300 ext. 14
Specific involvement: Program development, management and implementation services

Name of project: Forest Homes Mobile Home Park
Project location: South San Francisco, CA
Brief description: 11 unit Mobile Home Park Closure
Name of owner: Mid-Peninsula Housing Coalition
Contact person: Karen Tiedemann, Goldfarb & Lipman, 510.836.6336
Specific involvement: Program development, Relocation and impact conversion report

Name of project: Kaiser Hospital Parking lot
Project location: South San Francisco CA
Brief description: Mobile Home Park Closure
Name of owner: Kaiser Permanente
Contact person: Margaret Nanda, Attorney, 408.355.7010
Specific involvement: Program development, management and implementation services

Name of project: City Hall Expansion

Project location: Moorpark CA

Brief description: 32 unit Mobile Home Park Closure

Name of owner: City of Moorpark

Contact person: Hugh Riley, Assistance City Manager, 805.517.6215

Specific involvement: Program development and management, Relocation and impact conversion report, implementation services

Name of Project: Pacific Cove

Brief Description: 37 unit Mobile home park closure

Name of Owner: **City of Capitola**

Contact person: Steve Jesberg, 831.475.7300

Specific involvement: Program development and management, implementation services

Additional projects are available upon request.

Additional References:

Client	Contact	Telephone Number
Goldfarb & Lipman, LLC Numerous projects	Ms. Karen Tiedemann Ms. Polly Marshall Ms. Jennifer Bell Mr. William DiCamillo Ms. Juliet Cox Mr. Robert C. Mills Mr. David Kroot	510.836.6336
Eden Housing Corp. Numerous Projects	Ms. Linda Mandolini Ms. Lihbin Shiao	510.582.1460
Oakland Housing Authority Scattered Sites Tassafaronga Keller Plaza	Mr. Phil Neville Mr. Eric Johnson Ms. Ann Dunn Ms. Madhu Misri Ms. Bridget Galka Ms. Patricia Ison	510.535.3140 510.874.1637 510.587.2142 510.587.5126
Redevelopment Agency Of The County Of Alameda Numerous projects	Ms. Marita Hawryluk	510.670.6112
Treasure Island Community Development Treasure Island Redevelopment	Mr. Josh Callahan Ms. Alex Galovich Mr. Jon Yolles	415.905.5332 415.905.5367 415.554.6129
Hunters View Associates S.F. Housing Authority S.F. Redevelopment Agency Mayor's Office of Housing Hunters View Redevelopment	Paul Carney Dominica Henderson Erin Carson Amy Tharpe	415.788.7983

Additional references are available upon request.

Appendix 19

Quotations from Appraisers



Fee Schedule

Effective: 9/18/2014

NOTE: Fees are subject to change without notice. Fees not shown on this schedule are determined by location and level of difficulty.

SANTA CLARA COUNTY

STANDARD TRACT RESIDENCE - includes 1004MC Form

\$425

CUSTOM RESIDENCES

Call

CONDOMINIUM/PUD/COMMON INTEREST DEVELOPMENT UNIT

\$450

SANTA CLARA COUNTY: NEW CONSTRUCTION - Custom Homes

Call

OTHER COUNTIES

ALAMEDA - Standard Tract Residence (1004MC Form)

\$425

SAN MATEO - Standard Tract Residence (1004MC Form)

\$425

ADDITIONAL ASSIGNMENTS

442 INSPECTIONS (Includes Photographs)

\$125

FIELD INSPECTIONS (Includes Photographs)

\$175

RESIDENTIAL APPRAISAL REVIEWS

STANDARD TRACT RESIDENCE - Desk Review

\$225

COMPLIANCE REVIEW

SINGLE FAMILY RESIDENCE

\$325

COMMERCIAL

\$600

The Meridian Valuation Group
2021 The Alameda, Suite 370
San Jose, CA 95126

Telephone: (408) 261-4300
Fax: (408) 247-7157
appraisals@tmvg.com

M&C Appraisals

CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER (408) 677-3769 TOLL FREE
(866) 585-9335

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- Fee Schedule
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Fee Schedule

Please note that prices listed below are subject to change without notice and are provided as examples of typical prices. All properties are unique and thus our service fee may change. Please contact us to get a quote for your exact property.

Assignment Type	Typical Fee
Typical Residential URAR	
1004 appraisal with 1004MC	\$375
1073 Condominium Appraisal with 1004MC	\$375
REO Appraisal	\$400
FHA Appraisal with 1004MC	\$425
Mobile/Manufactured Home	\$375
2075 Property Inspection Report	\$125
Desk Restricted Use Appraisal	\$125

Fannie May 2055 exterior only	\$275
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Small Income Property duplex	\$550
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Small Income Property Triplex	\$600
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Small Income Property Fourplex	\$650
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Single Family Rental Survey	\$100
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Operating Income Statement	\$100
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Rental Survey and Operating Income Statement	\$150
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Updated appraisal	\$275
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1004D Completion Report	\$125
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Acreage Properties	Please Call
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1 Million+ Properties	Please Call
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Appendix 20

Housing and Community Development Income Limits for the State of California 2014

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Division of Housing Policy Development

2020 W El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



MEMORANDUM

DATE: February 28, 2014

TO: Interested Parties

Lisa Bates

FROM: Lisa Bates, Deputy Director
Division of Housing Policy Development

SUBJECT: State Income Limits for 2014

Attached are briefing materials and State Income Limits for 2014 reflecting median income and household income levels for extremely low-, very low-, low-, and moderate-income households for California's 58 counties. 2014 income Limits are now in effect and replace last year's limits and can be downloaded on the Department of Housing and Community Development's (Department) website <<http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html>>.

State Income Limits apply to designated programs and are to be used to determine applicant eligibility (based on level of household income) and to calculate affordable housing cost for applicable housing assistance programs. Note that use of State Income Limits is subject to a particular program's definition of income, family, family size, effective dates, and other factors. Also, definitions applicable to income categories, criteria, and geographic areas sometimes differ depending on funding source and program resulting in some programs using other income limits.

California's 2014 income limits were updated based on: (1) federal income limit changes published December 18, 2013 by the U.S. Department of Housing and Urban Development (HUD) for its Section 8 Housing Choice Voucher Program income limits and (2) adjustments the Department made based on particular State statutory provisions and the Department's Hold Harmless (HH) Policy implemented in 2013.

The Department's HH policy holds State Income Limits harmless from any decreases in household income category and median income levels that HUD began applying to its Section 8 Income Limits beginning 2010 after eliminating its longstanding Hold Harmless Policy. HUD determined its HH Policy was no longer necessary due to federal law changes in 2008 (Public Law 110-98) prohibiting any rent decreases in federal or private activity bond funded projects.

Please contact Department staff at (916) 263-2911 to answer questions concerning State Income Limits.

Attachments: 2014 State Income Limits and Briefing Materials

2014 State Income Limits Briefing Materials

California Code of Regulations, Title 25, § 6932

Overview

California Department of Housing and Community Development (HCD), pursuant to Health & Safety Code (H&SC) Section 50093(c), filed with the Office of Administrative Law 2014 State Income Limits. HCD updated its income limits based on Department of Housing and Urban Development (HUD) updates to its Section 8 Housing Choice Voucher Program that HUD released on December 18, 2013.

HUD annually updates Section 8 income limits to reflect changes in household income category levels and median income levels applicable to extremely-low, very-low, and low-income households. California law specifies that its State Income Limits must be updated based on HUD updates to its Section 8 income limit levels. The Department also revises its State Income Limit levels to reflect the following: (1) adjustments, per State law, to some HUD county median income figures, (2) adjustments to some household income category and area median income levels to reflect HCD's February 2013 Hold Harmless (HH) Policy. This policy was implemented to replace HUD's HH Policy, discontinued in 2009, in maintaining income category and area median income levels at their highest achieved levels and (3) calculation of California's moderate-income household levels based on changes to county area median income levels.

Following are brief summaries of different methodologies used by HUD and HCD in updating income limits for different household income categories.

HUD Methodology

Beginning with the FY 2013 Income Limits, HUD uses 40th percentile rents instead of Fair Market Rents (FMRs) that include 50th percentile areas, to calculate high housing cost areas. The purpose of this change is to prevent fluctuations in "Low-Income Housing Tax Credit Difficult Development Area" determinations that result solely from high housing cost income limit fluctuations as areas go in and out of the 50th percentile FMR program.

Extremely Low-Income

This income category comprises households with a maximum income of 30 percent (30%) of HUD's median family income (MFI). HUD calculates extremely-low income limits based on very-low income limits. Extremely low-income limits reflect 60 percent of very-low income limits. However, HUD sets a floor based on minimum Supplemental Security Income (SSI).

Very Low-Income

The maximum very-low income limit typically reflects 50 percent (50%) of MFI. HUD's MFI figure generally equals two times HUD's 4-person very low-income limit, except when HUD applies adjustments. HUD may adjust income limits for an area or county to account for conditions that warrant special considerations, referred to as exceptions. HUD may apply exceptions to areas with unusually high or low family income, uneven housing-cost-to-income relationships or historical exceptions. The following reflect HUD's explanations of adjustment increases and decreases contained in HUD's FY 2014 Income Limits Briefing Material:

2014 State Income Limits Briefing Materials
California Code of Regulations, Title 25, § 6932

Adjustment Increases:

HUD applies an increase, if the four-person very low-income limit would otherwise be less than the amount at which 35 percent (35%) of it equals 85 percent (85%) of the annualized two-bedroom Section 8 FMR (or 40th percentile rent in 50th percentile FMR areas). The purpose is to increase the income limit for areas where rental housing costs are unusually high in relation to the median income. Another reason for an increase is when the income limit is less than the relevant State non-metropolitan MFI. The four-person income limit is also increased, if it is less than 95 percent of last year's very low income limit.

HUD applies an increase to the four person income limit if it is less than the relevant State non-metropolitan median family income level. In addition, HUD restricts adjustments so income limits do not vary more than five percent (5%) of the previous year's very low-income figure. Very low-income limits are used as the base to calculate extremely-low and low-income limits.

Adjustment Decreases:

HUD applies a decrease to the greater of 80 percent of the U.S. median family level (MFI), or the amount at which 30 percent of a four-person family's income equals 100 percent of the two-bedroom FMR (or 40th percentile rent in 50th percentile FMR areas). The purpose is to decrease the income limit for areas of high median family income. The four-person income limit is reduced to the greater of 105 percent of last year's limit or twice the change in the national MFI estimate if that amount would be larger than five percent (5%).

HUD restricts adjustment increases and decreases to not vary more than five percent (5%) of the previous year's very low-income figure. Adjusted very low-income limits are used as the base to calculate extremely-low and low-income limits.

Low-Income

In general, maximum income for low-income households reflects 80 percent (80%) of the MFI level. Most low-income limits represent the higher level of: (1) 80 percent of MFI or (2) 80 percent of State non-metropolitan median family income. However, due to adjustments that HUD sometimes makes, strictly calculating low-income limits as 80 percent of MFI could produce unintended anomalies inconsistent with statutory intent. HUD's briefing materials specify that, with some exceptions, the low-income limit reflects 160 percent of the very low-income limit. HUD may apply exceptions to areas with unusually high or low housing-costs-to-income relationships. An example of the result from HUD applying an exception to an area could be an increase to the low-income limit without an increase to the very low-income limit. In sum, an "80%" limit cannot be assumed to equal 80 percent of the AMI or 4-person median income limit nor 160 percent of the very low-income limit due to adjustments HUD may make.

Median Family Income

Calculations of HUD's Section 8 Income Limits begin with the production of Median Family Income (MFI) estimates. The FY 2014 MFI estimates use 5-year American Community Survey (ACS) data (2007-2011), augmented by the 2011, 1-year ACS

2014 State Income Limits Briefing Materials

California Code of Regulations, Title 25, § 6932

estimate of MFI information and then updated with Consumer Price Index (CPI) data through the end of 2012. Upon HUD determining Median Family Income, very low-income limits are then established and utilized to calculate extremely low- and low-income limits.

Income Limit Calculations for Household Sizes Other Than 4-Persons

Income limits for all income categories are adjusted for household size so that larger households have higher income limits than smaller households. For all income categories, income limits for household sizes other than 4-persons are calculated using the 4-person income limit as the base. HUD's adjustments use the following percentages, with results rounded to the nearest \$50 increment:

Number of persons in Household: 1 2 3 4 5 6 7 8

Adjustments: 70% 80% 90% Base 108% 116% 124% 132%

Income Limit Calculations for Household Sizes Greater Than 8-Persons

For households of more than eight persons, refer to the formula at the end of the table for 2013 Income Limits. Due to the adjustments HUD can make to income limits in a given county, table data should be the only method used to determine program eligibility. Arithmetic calculations are applicable only when a household has more than eight members.

Reference: FY 2014 HUD Income Limits Transmittal Notice PDR-2014-02 issued December 18, 2013 and HUD Income Limits Briefing Material dated December 1, 2013 <http://www.huduser.org/portal/datasets/il/il14/index.html>

HCD Methodology

State law (Health & Safety Code sections) prescribes the methodology the Department uses to update its Official State Income Limits. The Department utilizes HUD's Section 8 Housing Choice Voucher Program Income Limits. HCD's methodology involves: (1) increasing some counties' area median levels established by HUD, (2) increasing some 4-person very-low income limits established by HUD, (3) applying adjustments, pursuant to HCD's new State Income Limit Hold Harmless (HH) Policy implemented in 2013, to restore and maintain household income category and county area median income levels at the highest level achieved prior to any HUD decreases from discontinuing its HH Policy after 2009, and (4) determining income limit levels applicable to California's moderate-income households defined by State law as household income not exceeding 120 percent of county AMI.

Area Median Income

HCD adjusts some county area median income (AMI) levels set by HUD in comparing and applying the higher of: (1) HUD's median family income figure applicable to counties with a metropolitan statistical area or (2) HUD's statewide median family income figure for non-metropolitan counties (\$57,900 reflecting highest 2012 level pursuant to the Department's new HH Policy).

2014 State Income Limits Briefing Materials
California Code of Regulations, Title 25, § 6932

4-person Median Income Calculation

For a few counties, the Department increased HUD's 4-person very-low figure to equal the respective higher county AMI figure pursuant to HCD's HH Policy. Usually, HUD's 4-person median income figure reflects the county's AMI figure. However, because HUD sometimes makes adjustments, based on unusually high median family income, to decrease the 4-person very-low income limit, the Department makes adjustments so its calculation of the 4-person very-low income limit for each county is not less than HUD's median family income figure and, pursuant to HCD's HH Policy, not less than the highest level achieved in a prior year.

Moderate-Income Levels

The Department is responsible for establishing California moderate-income limit levels. After calculating the 4-person area median income (AMI) level as previously described, the Department sets the maximum moderate income limit to equal 120 percent of county AMI.

Applicability of California's Official State Income Limits

Applicability of these State Income Limits is subject to particular programs as program definitions of such factors as income, family, and household size, etc., vary. Some programs, such as Multifamily Tax Subsidy Projects (MTSPs), use different income limits.

For MTSPs, separate income limits apply per provisions of the Housing and Economic Recovery Act (HERA) of 2008 (Public Law 110-289). Income limits for MTSPs are used to determine qualification levels as well as set maximum rental rates for projects funded with tax credits authorized under Section 42 of the Internal Revenue Code (Code). Also, MTSP income limits apply to projects financed with tax exempt housing bonds issued to provide qualified residential rental development under Section 142 of the Code. These income limits are available at this weblink <http://www.huduser.org/datasets/mtsp.html>.

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Alameda County	Extremely Low	19,650	22,450	25,250	28,050	30,300	32,550	34,800	37,050
	4-Person Very Low Income	32,750	37,400	42,100	46,750	50,500	54,250	58,000	61,750
	Area Median Income:	47,350	54,100	60,850	67,600	73,050	78,450	83,850	89,250
	\$93,500	65,450	74,800	84,150	93,500	101,000	108,450	115,950	123,400
	Moderate Income	78,550	89,750	101,000	112,200	121,200	130,150	139,150	148,100
Alpine County	Extremely Low	17,150	19,600	22,050	24,500	26,500	28,450	30,400	32,350
	4-Person Very Low Income	28,600	32,650	36,750	40,800	44,100	47,350	50,600	53,900
	Area Median Income:	44,750	51,150	57,550	63,900	69,050	74,150	79,250	84,350
	\$85,000	59,500	68,000	76,500	85,000	91,800	98,600	105,400	112,200
	Moderate Income	71,400	81,600	91,800	102,000	110,150	118,300	126,500	134,650
Amador County	Extremely Low	15,200	17,400	19,550	21,700	23,450	25,200	26,950	28,650
	4-Person Very Low Income	25,350	28,950	32,550	36,150	39,050	41,950	44,850	47,750
	Area Median Income:	40,500	46,300	52,100	57,850	62,500	67,150	71,750	76,400
	\$72,300	50,600	57,850	65,050	72,300	78,100	83,850	89,650	95,450
	Moderate Income	60,700	69,400	78,100	86,750	93,700	100,650	107,550	114,500
Butte County	Extremely Low	12,350	14,100	15,850	17,600	19,050	20,450	21,850	23,250
	4-Person Very Low Income	20,550	23,500	26,450	29,350	31,700	34,050	36,400	38,750
	Area Median Income:	32,900	37,600	42,300	46,950	50,750	54,500	58,250	62,000
	\$58,700	41,100	46,950	52,850	58,700	63,400	68,100	72,800	77,500
	Moderate Income	49,300	56,350	63,400	70,450	76,100	81,700	87,350	93,000
Calaveras County	Extremely Low	14,700	16,800	18,900	21,000	22,700	24,400	26,050	27,750
	4-Person Very Low Income	24,500	28,000	31,500	35,000	37,800	40,600	43,400	46,200
	Area Median Income:	39,200	44,800	50,400	56,000	60,500	65,000	69,450	73,950
	\$70,000	49,000	56,000	63,000	70,000	75,600	81,200	86,800	92,400
	Moderate Income	58,800	67,200	75,600	84,000	90,700	97,450	104,150	110,900
Colusa County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Contra Costa County	Extremely Low	19,650	22,450	25,250	28,050	30,300	32,550	34,800	37,050
	4-Person Very Low Income	32,750	37,400	42,100	46,750	50,500	54,250	58,000	61,750
	Area Median Income:	47,350	54,100	60,850	67,600	73,050	78,450	83,850	89,250
	\$93,500	65,450	74,800	84,150	93,500	101,000	108,450	115,950	123,400
	Moderate Income	78,550	89,750	101,000	112,200	121,200	130,150	139,150	148,100
Del Norte County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
El Dorado County	Extremely Low	16,000	18,300	20,600	22,850	24,700	26,550	28,350	30,200
	4-Person Very Low Income	26,650	30,450	34,250	38,050	41,100	44,150	47,200	50,250
	Area Median Income:	42,650	48,750	54,850	60,900	65,800	70,650	75,550	80,400
	\$76,100	53,250	60,900	68,500	76,100	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	91,300	98,600	105,900	113,200	120,500
Fresno County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Glenn County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Humboldt County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Imperial County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Inyo County	Extremely Low	14,500	16,600	18,650	20,700	22,400	24,050	25,700	27,350
	4-Person Very Low Income	24,150	27,600	31,050	34,500	37,300	40,050	42,800	45,550
	Area Median Income:	Low Income	38,650	44,200	49,700	55,200	59,650	64,050	68,450
	\$70,900	Median Income	49,650	56,700	63,800	70,900	76,550	82,250	87,900
	Moderate Income	59,550	68,100	76,600	85,100	91,900	98,700	105,500	112,350
Kern County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Kings County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Lake County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person Very Low Income	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	Low Income	32,450	37,050	41,700	46,300	50,050	53,750	57,450
	\$57,900	Median Income	40,550	46,300	52,100	57,900	62,550	67,150	71,800
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Lassen County	Extremely Low	14,250	16,300	18,350	20,350	22,000	23,650	25,250	26,900
	4-Person Very Low Income	23,800	27,200	30,600	33,950	36,700	39,400	42,100	44,850
	Area Median Income:	Low Income	38,050	43,450	48,900	54,300	58,650	63,000	67,350
	\$68,000	Median Income	47,600	54,400	61,200	68,000	73,450	78,900	84,300
	Moderate Income	57,100	65,300	73,450	81,600	88,150	94,650	101,200	107,700
Los Angeles County	Extremely Low	17,950	20,500	23,050	25,600	27,650	29,700	31,750	33,800
	4-Person Very Low Income	29,900	34,200	38,450	42,700	46,150	49,550	52,950	56,400
	Area Median Income:	Low Income *	47,850	54,650	61,500	68,300	73,800	79,250	84,700
	\$64,800	Median Income	45,350	51,850	58,300	64,800	70,000	75,150	80,350
	Moderate Income	54,450	62,200	70,000	77,750	83,950	90,200	96,400	102,650

* Lower income exceeding median income is an anomaly just for this county due to HUD historical high cost adjustments to median. Household lower income figures are derived based on very-low income figures not adjusted by HUD to account for any exceptions.

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Madera County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Marin County	Extremely Low	23,750	27,150	30,550	33,950	36,650	39,400	42,100	44,800
	4-Person	39,600	45,250	50,900	56,550	61,050	65,600	70,100	74,650
	Area Median Income:	63,350	72,400	81,450	90,500	97,700	104,950	112,200	119,450
	\$103,000	72,100	82,400	92,700	103,000	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	123,600	133,500	143,400	153,250	163,150
Mariposa County	Extremely Low	12,900	14,750	16,600	18,400	19,900	21,350	22,850	24,300
	4-Person	21,500	24,550	27,600	30,650	33,150	35,600	38,050	40,500
	Area Median Income:	34,350	39,250	44,150	49,050	53,000	56,900	60,850	64,750
	\$61,300	42,900	49,050	55,150	61,300	66,200	71,100	76,000	80,900
	Moderate Income	51,500	58,850	66,200	73,550	79,450	85,300	91,200	97,100
Mendocino County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Merced County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Modoc County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Mono County	Extremely Low	17,050	19,500	21,950	24,350	26,300	28,250	30,200	32,150
	4-Person	28,450	32,500	36,550	40,600	43,850	47,100	50,350	53,600
	Area Median Income:	44,750	51,150	57,550	63,900	69,050	74,150	79,250	84,350
	\$81,200	56,850	64,950	73,100	81,200	87,700	94,200	100,700	107,200
	Moderate Income	68,200	77,950	87,700	97,450	105,250	113,050	120,850	128,650
Monterey County	Extremely Low	15,100	17,250	19,400	21,550	23,300	25,000	26,750	28,450
	4-Person	25,200	28,800	32,400	35,950	38,850	41,750	44,600	47,500
	Area Median Income:	40,250	46,000	51,750	57,500	62,100	66,700	71,300	75,900
	\$68,700	48,100	54,950	61,850	68,700	74,200	79,700	85,200	90,700
	Moderate Income	57,700	65,950	74,200	82,450	89,050	95,650	102,250	108,850
Napa County	Extremely Low	18,100	20,700	23,300	25,850	27,950	30,000	32,100	34,150
	4-Person	30,150	34,450	38,750	43,050	46,500	49,950	53,400	56,850
	Area Median Income:	46,150	52,750	59,350	65,900	71,200	76,450	81,750	87,000
	\$86,100	60,250	68,900	77,500	86,100	93,000	99,900	106,750	113,650
	Moderate Income	72,300	82,650	92,950	103,300	111,550	119,850	128,100	136,350
Nevada County	Extremely Low	15,300	17,450	19,650	21,800	23,550	25,300	27,050	28,800
	4-Person	25,450	29,050	32,700	36,300	39,250	42,150	45,050	47,950
	Area Median Income:	40,700	46,500	52,300	58,100	62,750	67,400	72,050	76,700
	\$73,500	51,450	58,800	66,150	73,500	79,400	85,250	91,150	97,000
	Moderate Income	61,750	70,550	79,400	88,200	95,250	102,300	109,350	116,400

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Orange County	Extremely Low	20,250	23,150	26,050	28,900	31,250	33,550	35,850	38,150
	4-Person	33,750	38,550	43,350	48,150	52,050	55,900	59,750	63,600
	Area Median Income:	53,950	61,650	69,350	77,050	83,250	89,400	95,550	101,750
	\$87,200	61,050	69,750	78,500	87,200	94,200	101,150	108,150	115,100
	Moderate Income	73,250	83,700	94,200	104,650	113,000	121,400	129,750	138,150
Placer County	Extremely Low	16,000	18,300	20,600	22,850	24,700	26,550	28,350	30,200
	4-Person	26,650	30,450	34,250	38,050	41,100	44,150	47,200	50,250
	Area Median Income:	42,650	48,750	54,850	60,900	65,800	70,650	75,550	80,400
	\$76,100	53,250	60,900	68,500	76,100	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	91,300	98,600	105,900	113,200	120,500
Plumas County	Extremely Low	13,050	14,900	16,750	18,600	20,100	21,600	23,100	24,600
	4-Person	21,700	24,800	27,900	31,000	33,500	36,000	38,450	40,950
	Area Median Income:	34,750	39,700	44,650	49,600	53,600	57,550	61,550	65,500
	\$62,000	43,400	49,600	55,800	62,000	66,950	71,900	76,900	81,850
	Moderate Income	52,100	59,500	66,950	74,400	80,350	86,300	92,250	98,200
Riverside County	Extremely Low	14,100	16,100	18,100	20,100	21,750	23,350	24,950	26,550
	4-Person	23,450	26,800	30,150	33,500	36,200	38,900	41,550	44,250
	Area Median Income:	37,550	42,900	48,250	53,600	57,900	62,200	66,500	70,800
	\$65,000	45,500	52,000	58,500	65,000	70,200	75,400	80,600	85,800
	Moderate Income	54,600	62,400	70,200	78,000	84,250	90,500	96,700	102,950
Sacramento County	Extremely Low	16,000	18,300	20,600	22,850	24,700	26,550	28,350	30,200
	4-Person	26,650	30,450	34,250	38,050	41,100	44,150	47,200	50,250
	Area Median Income:	42,650	48,750	54,850	60,900	65,800	70,650	75,550	80,400
	\$76,100	53,250	60,900	68,500	76,100	82,200	88,300	94,350	100,450
	Moderate Income	63,900	73,050	82,150	91,300	98,600	105,900	113,200	120,500
San Benito County	Extremely Low	17,050	19,500	21,950	24,350	26,300	28,250	30,200	32,150
	4-Person	28,400	32,450	36,500	40,550	43,800	47,050	50,300	53,550
	Area Median Income:	45,100	51,550	58,000	64,400	69,600	74,750	79,900	85,050
	\$81,100	56,750	64,900	73,000	81,100	87,600	94,100	100,550	107,050
	Moderate Income	68,100	77,850	87,550	97,300	105,100	112,850	120,650	128,450
San Bernardino County	Extremely Low	14,100	16,100	18,100	20,100	21,750	23,350	24,950	26,550
	4-Person	23,450	26,800	30,150	33,500	36,200	38,900	41,550	44,250
	Area Median Income:	37,550	42,900	48,250	53,600	57,900	62,200	66,500	70,800
	\$65,000	45,500	52,000	58,500	65,000	70,200	75,400	80,600	85,800
	Moderate Income	54,600	62,400	70,200	78,000	84,250	90,500	96,700	102,950
San Diego County	Extremely Low	17,350	19,850	22,300	24,800	26,800	28,750	30,750	32,750
	4-Person	28,900	33,050	37,150	41,300	44,600	47,900	51,200	54,500
	Area Median Income:	46,250	52,900	59,500	66,100	71,400	76,700	81,950	87,250
	\$75,900	53,150	60,700	68,300	75,900	81,950	88,050	94,100	100,200
	Moderate Income	63,750	72,900	82,000	91,100	98,400	105,700	112,950	120,250
San Francisco County	Extremely Low	23,750	27,150	30,550	33,950	36,650	39,400	42,100	44,800
	4-Person	39,600	45,250	50,900	56,550	61,050	65,600	70,100	74,650
	Area Median Income:	63,350	72,400	81,450	90,500	97,700	104,950	112,200	119,450
	\$103,000	72,100	82,400	92,700	103,000	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	123,600	133,500	143,400	153,250	163,150
San Joaquin County	Extremely Low	13,950	15,950	17,950	19,900	21,500	23,100	24,700	26,300
	4-Person	23,250	26,550	29,850	33,150	35,850	38,500	41,150	43,800
	Area Median Income:	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050
	\$66,300	46,400	53,050	59,650	66,300	71,600	76,900	82,200	87,500
	Moderate Income	55,700	63,650	71,600	79,550	85,900	92,300	98,650	105,000

See instructions on last page to use these income limits to determine applicant eligibility and calculate affordable housing cost and rent

		Number of Persons in Household							
County	Income Category	1	2	3	4	5	6	7	8
San Luis Obispo County	Extremely Low	15,850	18,100	20,350	22,600	24,450	26,250	28,050	29,850
	4-Person	26,400	30,200	33,950	37,700	40,750	43,750	46,750	49,800
	Area Median Income:	42,250	48,250	54,300	60,300	65,150	69,950	74,800	79,600
	\$77,000	53,900	61,600	69,300	77,000	83,150	89,300	95,500	101,650
	Moderate Income	64,700	73,900	83,150	92,400	99,800	107,200	114,600	121,950
San Mateo County	Extremely Low	23,750	27,150	30,550	33,950	36,650	39,400	42,100	44,800
	4-Person	39,600	45,250	50,900	56,550	61,050	65,600	70,100	74,650
	Area Median Income:	63,350	72,400	81,450	90,500	97,700	104,950	112,200	119,450
	\$103,000	72,100	82,400	92,700	103,000	111,250	119,500	127,700	135,950
	Moderate Income	86,500	98,900	111,250	123,600	133,500	143,400	153,250	163,150
Santa Barbara County	Extremely Low	16,750	19,150	21,550	23,900	25,850	27,750	29,650	31,550
	4-Person	27,900	31,850	35,850	39,800	43,000	46,200	49,400	52,550
	Area Median Income:	44,600	51,000	57,350	63,700	68,800	73,900	79,000	84,100
	\$73,300	51,300	58,650	65,950	73,300	79,150	85,050	90,900	96,750
	Moderate Income	61,550	70,350	79,150	87,950	95,000	102,000	109,050	116,100
Santa Clara County	Extremely Low	22,300	25,500	28,650	31,850	34,400	36,950	39,500	42,050
	4-Person	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050
	Area Median Income:	59,400	67,900	76,400	84,900	91,650	98,450	105,250	112,050
	\$105,500	73,850	84,400	94,950	105,500	113,950	122,400	130,800	139,250
	Moderate Income	88,600	101,300	113,950	126,600	136,750	146,850	157,000	167,100
Santa Cruz County	Extremely Low	21,200	24,200	27,250	30,250	32,700	35,100	37,550	39,950
	4-Person	35,300	40,350	45,400	50,400	54,450	58,500	62,500	66,550
	Area Median Income:	56,500	64,550	72,600	80,650	87,150	93,600	100,050	106,500
	\$87,000	60,900	69,600	78,300	87,000	93,950	100,900	107,900	114,850
	Moderate Income	73,100	83,500	93,950	104,400	112,750	121,100	129,450	137,800
Shasta County	Extremely Low	12,400	14,200	15,950	17,700	19,150	20,550	21,950	23,400
	4-Person	20,650	23,600	26,550	29,500	31,900	34,250	36,600	38,950
	Area Median Income:	33,050	37,800	42,500	47,200	51,000	54,800	58,550	62,350
	\$59,000	41,300	47,200	53,100	59,000	63,700	68,450	73,150	77,900
	Moderate Income	49,550	56,650	63,700	70,800	76,450	82,150	87,800	93,450
Sierra County	Extremely Low	14,800	16,900	19,000	21,100	22,800	24,500	26,200	27,900
	4-Person	24,650	28,150	31,650	35,150	38,000	40,800	43,600	46,400
	Area Median Income:	39,400	45,000	50,650	56,250	60,750	65,250	69,750	74,250
	\$71,800	50,250	57,450	64,600	71,800	77,550	83,300	89,050	94,800
	Moderate Income	60,300	68,900	77,550	86,150	93,050	99,950	106,850	113,700
Siskiyou County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Solano County	Extremely Low	17,400	19,850	22,350	24,800	26,800	28,800	30,800	32,750
	4-Person	28,950	33,050	37,200	41,300	44,650	47,950	51,250	54,550
	Area Median Income:	45,500	52,000	58,500	65,000	70,200	75,400	80,600	85,800
	\$82,600	57,800	66,100	74,350	82,600	89,200	95,800	102,400	109,050
	Moderate Income	69,350	79,300	89,200	99,100	107,050	114,950	122,900	130,800
Sonoma County	Extremely Low	17,400	19,850	22,350	24,800	26,800	28,800	30,800	32,750
	4-Person	28,950	33,050	37,200	41,300	44,650	47,950	51,250	54,550
	Area Median Income:	45,500	52,000	58,500	65,000	70,200	75,400	80,600	85,800
	\$82,600	57,800	66,100	74,350	82,600	89,200	95,800	102,400	109,050
	Moderate Income	69,350	79,300	89,200	99,100	107,050	114,950	122,900	130,800

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Stanislaus County	Extremely Low	13,050	14,900	16,750	18,600	20,100	21,600	23,100	24,600
	4-Person	21,700	24,800	27,900	31,000	33,500	36,000	38,450	40,950
	Area Median Income:	34,750	39,700	44,650	49,600	53,600	57,550	61,550	65,500
	\$62,000	43,400	49,600	55,800	62,000	66,950	71,900	76,900	81,850
	Moderate Income	52,100	59,500	66,950	74,400	80,350	86,300	92,250	98,200
Sutter County	Extremely Low	12,500	14,250	16,050	17,800	19,250	20,650	22,100	23,500
	4-Person	20,800	23,800	26,750	29,700	32,100	34,500	36,850	39,250
	Area Median Income:	33,250	38,000	42,750	47,500	51,300	55,100	58,900	62,700
	\$59,400	41,600	47,500	53,450	59,400	64,150	68,900	73,650	78,400
	Moderate Income	49,900	57,050	64,150	71,300	77,000	82,700	88,400	94,100
Tehama County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Trinity County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Tulare County	Extremely Low	12,150	13,900	15,650	17,350	18,750	20,150	21,550	22,950
	4-Person	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250
	Area Median Income:	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150
	\$57,900	40,550	46,300	52,100	57,900	62,550	67,150	71,800	76,450
	Moderate Income	48,650	55,600	62,550	69,500	75,050	80,600	86,200	91,750
Tuolumne County	Extremely Low	13,950	15,950	17,950	19,900	21,500	23,100	24,700	26,300
	4-Person	23,250	26,600	29,900	33,200	35,900	38,550	41,200	43,850
	Area Median Income:	37,200	42,500	47,800	53,100	57,350	61,600	65,850	70,100
	\$66,700	46,700	53,350	60,050	66,700	72,050	77,350	82,700	88,050
	Moderate Income	56,050	64,050	72,050	80,050	86,450	92,850	99,250	105,650
Ventura County	Extremely Low	18,800	21,450	24,150	26,800	28,950	31,100	33,250	35,400
	4-Person	31,300	35,750	40,200	44,650	48,250	51,800	55,400	58,950
	Area Median Income:	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000
	\$89,300	62,500	71,450	80,350	89,300	96,450	103,600	110,750	117,900
	Moderate Income	75,000	85,700	96,450	107,150	115,700	124,300	132,850	141,450
Yolo County	Extremely Low	16,150	18,450	20,750	23,050	24,900	26,750	28,600	30,450
	4-Person	26,950	30,800	34,650	38,450	41,550	44,650	47,700	50,800
	Area Median Income:	43,050	49,200	55,350	61,500	66,450	71,350	76,300	81,200
	\$76,900	53,850	61,500	69,200	76,900	83,050	89,200	95,350	101,500
	Moderate Income	64,600	73,850	83,050	92,300	99,700	107,050	114,450	121,850

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Yuba County	Extremely Low	12,500	14,250	16,050	17,800	19,250	20,650	22,100	23,500
4-Person	Very Low Income	20,800	23,800	26,750	29,700	32,100	34,500	36,850	39,250
Area Median Income:	Low Income	33,250	38,000	42,750	47,500	51,300	55,100	58,900	62,700
\$59,400	Median Income	41,600	47,500	53,450	59,400	64,150	68,900	73,650	78,400
	Moderate Income	49,900	57,050	64,150	71,300	77,000	82,700	88,400	94,100

Instructions:**Eligibility Determination:**

Use household size income category figures in this chart. Determine eligibility based on actual number of persons in household and total of gross income for all persons.

Determination of Income Limit for Households Larger than Eight Persons:

Per person (PP) adjustment above 8: (1) multiply the 4-person income limit by eight percent (8%), (2) multiply result by number of persons in excess of eight, (3) add the amount to the 8-person income limit, and (4) round to the nearest \$50.

Yuba County							
E X A M P L E	4 persons	8% PP Adj	+ 8 persons	=9 persons	8 person +	8% Adj x 2	=10 persons
Extremely Low	17,800	1424	23,500	24,900	23,500	2848	26,350
Very Low Income	29,700	2376	39,200	41,600	39,200	4752	43,950
Lower Income	47,500	3800	62,700	66,500	62,700	7600	70,300
Moderate Income	71,300	5704	94,100	99,800	94,100	11408	105,500

Calculation of Housing Cost and Rent:

Refer to Health & Safety Code Sections 50052.5 and 50053. Use benchmark household size and multiply against applicable percentages defined in H&SC using Area Median Income identified in this chart.

Determination of Household Size:

For projects with no federal assistance, household size is set at number of bedrooms in unit plus one.

For projects with federal assistance, household size may be set by multiplying 1.5 against the number of bedrooms in unit.

HUD release: 12/18/2013

Authority cited: Health and Safety Code (H&SC) Section 50093.

Reference: H&SC Sections 50079.5, 50093, 50105, and 50106.

Appendix 22

All Mobilehome Sales within 1 year in
Sunnyvale Parks and Parks Identified as
"Comparable Parks" in Table 6

Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **ADOBE WELLS**

Report date : 7/16/2015

Park Address : 1220 TASMAN DR
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 613

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1220 TASMAN DR SP 87-B SUNNYVALE	11/25/1991 GOLDEN WEST HM GOLDEN WEST	\$97,500.00 \$140,000.00 06/24/2015	LAS7517 CUFBL DIV OF SAN ANTONIO CREDI	10 56 10 56	1120 \$125.00
1220 TASMAN DR SP 343 SUNNYVALE	08/23/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$195,900.00 \$229,000.00 06/09/2015	LBB8597 MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	14.8333 50 14.8333 58	1602 \$142.95
1220 TASMAN DR SP 367 SUNNYVALE	01/27/2015 SKYLINE HOMES INC BROOKSTONE	\$309,000.00 \$309,000.00 05/14/2015	LBM3942 ALLIANCE MANUFACTURED HOMES INC	15.1667 58 15.1667 58	1759.33 \$175.63
1220 TASMAN DR SP 567 SUNNYVALE	03/24/2015 SKYLINE HOMES INC BROOKSTONE	\$309,000.00 \$309,000.00 05/07/2015	LBM3939 ALLIANCE MANUFACTURED HOMES INC	15.1667 57 13.5 57	1634 \$189.11
1220 TASMAN DR SP 304 SUNNYVALE	02/19/2001 CHAMPION HOME BUILDERS COMPANY SOUTHWOOD	\$55,074.00 \$160,000.00 04/24/2015	LBD6796 REALTY WORLD TODD SU & COMPANY, INC.	9.83333 52 9.83333 52	1022.67 \$156.45
20289 BEAR CREEK RD LOS GATOS	00/00/1968 UNIVERSAL UNIVERSAL	\$11,700.00 \$5,205.00 04/23/2015	AAU4970 ALLIANCE MANUFACTURED HOMES INC	10 48 10 48	960 \$5.42
1220 TASMAN DR SP 127 SUNNYVALE	04/07/2015 HALLMARK-SOUTHWEST CORP HALLMARK	\$178,960.00 \$178,960.00 04/09/2015	LBM3665 STERLING HOMES LLC	14.6667 58.6667 14.6667 60	1740.44 \$102.82
1220 TASMAN DR 359 SUNNYVALE	00/00/1969 CHAMPION CHAMPION	\$6,500.00 \$58,000.00 03/18/2015	ABG7881 PAM'S HOMES, INC.	12 56	672 \$86.31

1220 TASMAN DR SP 386 SUNNYVALE	00/00/1970 LANCER LANCER	\$8,700.00 \$120,000.00 02/20/2015	ABD5809 BUI ADVANTAGE HOMES	12 57 12 57	1368 \$87.72
1220 TASMAN DR SP 516 SUNNYVALE	02/04/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$157,900.00 \$219,000.00 02/17/2015	LBB3960 VANDERBILT MORTGAGE & FINANCE ALLIANCE MANUFACTURED HOMES INC	13.5 56 12.8333 50	1397.67 \$156.69
1220 TASMAN DR SP 340 SUNNYVALE	00/00/1970 DUALWIDE PREMIER	\$17,300.00 \$120,000.00 02/13/2015	ABF3993 ADVANTAGE HOMES	12 57 12 57	1368 \$87.72
1220 TASMAN DR SP 521 SUNNYVALE	12/22/2014 CHAMPION HOME BUILDERS INC SDVS 4603D	\$269,000.00 \$269,000.00 02/13/2015	LBM2971 ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	13.3333 57 13.3333 56	1506.67 \$178.54
1220 TASMAN DR SP 236 SUNNYVALE	00/00/1969 CHAMPION GOLD MEDAL	\$13,700.00 \$95,000.00 02/12/2015	ABD5467	12 60 12 60	1440 \$65.97
1220 TASMAN DR 360 SUNNYVALE	11/30/2007 DELAWARE WESTERN HOMES CORP SILVERCREST	\$208,000.00 \$261,000.00 02/04/2015	LBJ6416 CUFBL DIV OF SAN ANTONIO FEDER ADVANTAGE HOMES	15.5 58 14.8333 52	1670.33 \$156.26
2499 E GERARD AVE 150 MERCED	00/00/1969 BUDGER BUDGER	\$16,100.00 \$15,000.00 01/27/2015	LBL7253	12 57 12 57	1368 \$10.96
1220 TASMAN DR SP 106 SUNNYVALE	11/26/2014 SKYLINE HOMES INC BROOKSTONE	\$299,000.00 \$299,000.00 01/13/2015	LBM2438 CENTRAL WILLAMETTE COMMUNITY ALLIANCE MANUFACTURED HOMES INC	15.1667 64 15.1667 63.3333	1931.22 \$154.82
1220 TASMAN DR SP 427 SUNNYVALE	01/30/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$89,357.00 \$182,800.00 12/17/2014	LAW1130 CENTRAL WILLAMETTE COMMUNITY	12 60 12 48	1296 \$141.05
1220 TASMAN DR SP 29 SUNNYVALE	10/07/2008 CMH MANUFACTURING WEST INC ALLIANCE PARK SERIES	\$192,600.00 \$255,000.00 12/12/2014	LBK2801 21ST MORTGAGE CORP PAM'S HOMES, INC.	14.8333 60 14.8333 60	1780 \$143.26
1220 TASMAN DR SP 322 SUNNYVALE	05/21/1991 HM SYSTEMS INC BAINBRIDGE IMPE	\$58,183.00 \$179,900.00 12/12/2014	LAS9742 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	12 56 12 56	1344 \$133.85

1220 TASMAN DR SP 1A SUNNYVALE	00/00/1965 ROKER VIKING	\$4,500.00 \$96,199.00 11/26/2014	AAH4498	10 53	530 \$181.51
1220 TASMAN DR SP 124 SUNNYVALE	02/28/1992 GOLDEN WEST HM GOLDEN WEST	\$111,750.00 \$202,500.00 11/25/2014	LAR9439 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	14 46.6667 14 52	1381.33 \$146.60
1220 TASMAN DR SP 176 SUNNYVALE	10/29/2010 SKYLINE HOMES INC BROOKSTONE	\$170,000.00 \$240,000.00 11/20/2014	LBK7339 ADVANTIS CREDIT UNION PAM'S HOMES, INC.	14 56 14 56	1568 \$153.06
1220 TASMAN DR SP 223 SUNNYVALE	11/02/1999 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$149,000.00 \$214,000.00 10/31/2014	LBA3918 21ST MORTGAGE CORP BURKE MOBILEHOME SALES	13.5833 57 13.5833 54.75	1517.94 \$140.98
1220 TASMAN DR SP 473 SUNNYVALE	06/04/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$135,794.00 \$167,400.00 10/30/2014	LBF2420 CUFBL DIV OF SAN ANTONIO FEDER	10 64 9 57	1153 \$145.19
1220 TASMAN DR 283 SUNNYVALE	03/16/2005 FLEETWOOD HOMES CA INC ENTERTAINER	\$155,000.00 \$210,000.00 10/27/2014	LBH2815 MAPS CREDIT UNION ADVANTAGE HOMES	14 56.3333 14 62.3333	1661.33 \$126.40
1220 TASMAN DR SP 467 SUNNYVALE	04/07/1994 DELAWARE WESTERN HC SILVERCREST	\$80,625.00 \$150,000.00 10/17/2014	LAS7885 FST INTERSTATE BK	10 60 10 60	1200 \$125.00
1220 TASMAN DR SP 175 SUNNYVALE	00/00/1969 LANCER HOMES ROYAL LANCER	\$14,100.00 \$110,000.00 09/09/2014	AAN1984	12 60 12 60	1440 \$76.39
1220 TASMAN DR SP 496 SUNNYVALE	05/30/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$289,000.00 \$289,000.00 08/29/2014	LBM1254 ADVANTAGE HOMES	11.8333 56 9.83333 56 11.8333 56	1876 \$154.05
1220 TASMAN DR SP 28 SUNNYVALE	04/13/1992 GOLDEN WEST HM GOLDEN WEST	\$79,000.00 \$169,000.00 08/26/2014	LAS7434 IQ CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	10 54.6667 10 54.6667	1093.33 \$154.57
1220 TASMAN DR SP 319 SUNNYVALE	01/09/2013 CHAMPION HOME BUILDERS INC MONTEREY ESTATES	\$50,614.00 \$175,000.00 08/22/2014	LBL4587 MURPHY BANK ADVANTAGE HOMES	11.6667 56 11.6667 56	1306.67 \$133.93

1220 TASMAN DR SP 57C SUNNYVALE	06/02/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$84,000.00 \$135,000.00 08/20/2014	LAY6282 IQ CREDIT UNION ADVANTAGE HOMES	9 57.3333 9 51.6667	981 \$137.61
1220 TASMAN DR SP 362 SUNNYVALE	02/16/2001 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$150,000.00 \$200,000.00 08/18/2014	LBD2232 CUFBL DIV OF SAN ANTONIO FEDER	13.5 56 13.5 48	1404 \$142.45
1220 TASMAN DR SP 547 SUNNYVALE	02/16/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$89,900.00 \$167,500.00 08/15/2014	LAV4407 21ST MORTGAGE CORP PAM'S HOMES, INC.	13.5 56 12.8333 48	1372 \$122.08
1220 TASMAN DR SP 275 SUNNYVALE	05/02/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$290,000.00 \$290,000.00 08/11/2014	LBM1053 IQ CREDIT UNION ADVANTAGE HOMES	15.5 61 14.8333 61	1850.33 \$156.73
1220 TASMAN DR SP 410 SUNNYVALE	09/04/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$134,500.00 \$189,000.00 08/07/2014	LBA4609 ORION FEDERAL CREDIT UNION	12.8333 56 13.5 55	1461.17 \$129.35
1220 TASMAN DR SP 574 SUNNYVALE	05/21/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$145,900.00 \$124,000.00 08/06/2014	LAZ2753 WAGEMANS	14.8333 50 14.8333 56	1572.33 \$78.86
1220 TASMAN DR SP 200 SUNNYVALE	10/24/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$176,630.00 \$210,000.00 07/28/2014	LBD3713 CUFBL DIV OF SAN ANTONIO FEDER	12.8333 57.6667 12.8333 55.6667	1454.44 \$144.39
1220 TASMAN DR SP 180 SUNNYVALE	12/08/1999 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$149,000.00 \$197,000.00 07/25/2014	LBA8080 PAM'S HOMES, INC.	13.5 56 13.5 50	1431 \$137.67
1220 TASMAN DR SP 440 SUNNYVALE	00/00/1969 HOLIDAY HOMES HOLIDAY HOUSE	\$12,700.00 \$102,000.00 07/22/2014	AAK3062 PAM'S HOMES, INC.	12 58 12 58	1392 \$73.28
1220 TASMAN DR SP 1H SUNNYVALE	05/31/1991 GOLDEN WEST HM GOLDEN WEST	\$91,000.00 \$127,500.00 07/18/2014	LAR9506 21ST MORTGAGE CORP BURKE MOBILEHOME SALES	10 56 10 56	1120 \$113.84
1220 TASMAN DR SP 523 SUNNYVALE	04/09/2014 CMH MANUFACTURING WEST INC KARSTEN	\$269,000.00 \$269,000.00 07/18/2014	LBL9772 ALLIANCE MANUFACTURED HOMES INC	13.5 56 13.5 56	1512 \$177.91

	Original	Resale
Total	\$5,325,487.00	\$7,438,964.00
Average	\$129,889.93	\$181,438.15
Max	\$309,000.00	\$309,000.00
Min	\$4,500.00	\$5,205.00
Avg \$SqFt	\$86.02	\$128.11
Avg SqFt	1397	1397
Number of records	41	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **CAPE COD VILLAGE**

Report date : 7/16/2015

Park Address : 1050 BORREGAS AVE
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 188

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1050 BORREGAS AVE SP 84 SUNNYVALE	11/18/2013 SKYLINE HOMES INC SUMMERHILL LIMITED	\$289,000.00 \$344,000.00 05/26/2015	LBL7739 CUFBL DIV OF SAN ANTONIO FEDER	10 61.3333 12 61.3333 10 61.3333	1962.67 \$175.27
1050 BORREGAS AVE SP 97 SUNNYVALE	02/12/2015 CMH MANUFACTURING WEST INC KARSTEN	\$239,000.00 \$239,000.00 04/30/2015	LBM3440 ALLIANCE MANUFACTURED HOMES INC	13.5 60 13.5 60	1620 \$147.53
1050 BORREGAS AVE SP 21 SUNNYVALE	10/16/2014 SKYLINE HOMES INC SUMMERHILL LIMITED	\$319,000.00 \$319,000.00 04/27/2015	LBM3441 ADVANTIS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	10 60 12 60 10 48	1800 \$177.22
1050 BORREGAS AVE SP 105 SUNNYVALE	00/00/1977 LANCER LANCER	\$20,500.00 \$130,000.00 04/06/2015	AAF9336 PAM'S HOMES, INC.	10 57 10 57	1140 \$114.04
29848 YOSEMITE BLVD LA GRANGE	00/00/1976 GOLDEN AGE	\$34,400.00 \$25,000.00 03/26/2015	LBL8189 BAXTER HOMES INC	8 30 12 66 12 66	1824 \$13.71
1050 BORREGAS AVE SP 101 SUNNYVALE	11/09/1976 LANCER LANCER	\$20,100.00 \$129,900.00 03/20/2015	AAD2396 ADVANTIS CREDIT UNION ADVANTAGE HOMES	12 60 12 60	1440 \$90.21
1050 BORREGAS AVE SP 144 SUNNYVALE	00/00/1976 DUAL WIDE DUAL WIDE	\$31,500.00 \$125,000.00 03/10/2015	AAF2017 BURKE MOBILEHOME SALES	12 60 12 60 10 60	2040 \$61.27
1050 BORREGAS AVE SP 116 SUNNYVALE	00/00/1976 DUALWIDE	\$40,500.00 \$135,000.00 02/26/2015	AAK3522 CUFBL DIV OF SAN ANTONIO FEDER ADVANTAGE HOMES	12 62 12 62 8 20	1648 \$81.92

1050 BORREGAS AVE SP 87	00/00/1976	\$32,700.00	ABE1645	12 63	1722
		\$116,900.00	IQ CREDIT UNION	12 63	\$67.89
SUNNYVALE	FASHION MANOR	02/06/2015	ADVANTAGE HOMES	10 21	
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1050 BORREGAS AVE SP 177	03/06/2001	\$216,807.00	LBC6017	13.5 60	1616
	THE ANDREW KARSTEN CO INC	\$200,000.00	ALLIANCE	15.5 52	\$123.76
SUNNYVALE	KARSTEN VILLA	01/30/2015	MANUFACTURED HOMES INC		
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1050 BORREGAS AVE SP 62	00/00/1976	\$32,700.00	AAS9934	8 30	1752
	BUDGER	\$130,000.00		12 63	\$74.20
SUNNYVALE	BUDGER	11/18/2014	ADVANTAGE HOMES	12 63	
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1050 BORREGAS AVE SP 145	00/00/1976	\$30,700.00	AAC2234	12 64	1696
	BUDGER	\$138,800.00		12 64	\$81.84
SUNNYVALE	BUDGER	10/29/2014	PAM'S HOMES, INC.	10 16	
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1050 BORREGAS AVE SP 74	00/00/1977	\$23,700.00	ABB1053	12 60	1440
	BENDIX	\$110,000.00		12 60	\$76.39
SUNNYVALE	BENDIX	09/16/2014	ADVANTAGE HOMES		
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1060 BORREGAS AVE SP 108	03/18/2014	\$280,000.00	LBM1396	14.8333 60	1730.56
	CHAMPION HOME BUILDERS INC	\$280,000.00	ORION FEDERAL CREDIT UNION	14.8333 56.6667	\$161.80
SUNNYVALE	SILVERCREST	09/12/2014	ADVANTAGE HOMES		
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1050 BORREGAS AVE SP 47	05/28/2014	\$289,000.00	LBM1207	15.1667 60	1820
	SKYLINE HOMES INC	\$289,000.00	ALLIANCE	15.1667 60	\$158.79
SUNNYVALE	BROOKSTONE	09/08/2014	MANUFACTURED HOMES INC		
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1050 BORREGAS AVE SP 32	07/15/2013	\$209,000.00	LBL6578	13.3333 61	1586.67
	CHAMPION HOME BUILDERS INC	\$260,000.00	US BANK NA	13.3333 58	\$163.87
SUNNYVALE	SILVERCREST	08/29/2014	ADVANTAGE HOMES		
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1050 BORREGAS AVE SP 171	00/00/1976	\$29,300.00	AAN1941	12 62	1488
	DUAL WIDE	\$125,000.00	MURPHY BANK	12 62	\$84.01
SUNNYVALE	DUAL WIDE	08/25/2014	ADVANTAGE HOMES		
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1050 BORREGAS AVE SP 124	00/00/1976	\$32,300.00	ABB6828	12 30	1440
		\$132,800.00		12 30	\$92.22
SUNNYVALE	AQUARIUS	08/18/2014	PAM'S HOMES, INC.	12 30	
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1050 BORREGAS AVE SP 172	00/00/1976	\$30,100.00	AA4385	11 60	2640
	GOLDEN WEST	\$115,000.00		11 60	\$43.56
SUNNYVALE	AQUARIUS	08/06/2014	ADVANTAGE HOMES	11 60	
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1050 BORREGAS AVE	00/00/1977	\$29,500.00	LBJ6015	12 64	
SP 166	SKYLINE	\$150,000.00		12 64	1776
SUNNYVALE	RAMADA	07/30/2014	PAM'S HOMES, INC.	10 24	\$84.46
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1050 BORREGAS AVE 3	00/00/1976	\$35,900.00	AAM4661	12 62	
	GOLDEN AGE	\$99,000.00		12 62	1848
SUNNYVALE	GOLDEN AGE	07/18/2014	ADVANTAGE HOMES	12 30	\$53.57

	Original	Resale
Total	\$2,265,707.00	\$3,593,400.00
Average	\$107,890.81	\$171,114.29
Max	\$319,000.00	\$344,000.00
Min	\$20,100.00	\$25,000.00
Avg \$SqFt	\$62.43	\$101.31
Avg SqFt	1716	1716
Number of records	21	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **CASA DE AMIGOS**

Report date : 7/16/2015

Park Address : 1085 TASMAN DR
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 909

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1085 TASMAN DR SP 560 SUNNYVALE	04/27/2015 SKYLINE HOMES INC BROOKSTONE	\$349,000.00 \$349,000.00 06/23/2015	LBM3995 ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 53.3333	1658.22 \$210.47
1085 TASMAN DR SP 27 SUNNYVALE	02/10/2009 SKYLINE HOMES INC WOODFIELD DESIGNER	\$195,000.00 \$295,000.00 06/12/2015	LBK7751 PAM'S HOMES, INC.	15.1667 60 15.1667 60	1820 \$162.09
1085 TASMAN DR SP 604 SUNNYVALE	00/00/1974 SUNCREST	\$15,799.00 \$122,000.00 06/05/2015	ABH4642 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	12 60 12 60	1440 \$84.72
1085 TASMAN DR SP 837 SUNNYVALE	08/06/1987 CHAMPION HOME BUILDERS MANATEE	\$63,500.00 \$29,900.00 05/29/2015	LAH6482 ALLIANCE MANUFACTURED HOMES INC	12 56 12 56	1344 \$22.25
1085 TASMAN DR SP 420 SUNNYVALE	11/23/1999 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$130,849.00 \$238,000.00 05/20/2015	LBA4616 MAPS CREDIT UNION PAM'S HOMES, INC.	13.5 61 13.5 61	1647 \$144.51
1085 TASMAN DR #329 SUNNYVALE	11/29/2000 SKYLINE HOMES INC WOODFIELD	\$193,000.00 \$183,000.00 05/15/2015	LBC2527 CUFBL DIV OF SAN ANTONIO FEDER	13 60 13 60	1560 \$117.31
1085 TASMAN DR #80 SUNNYVALE	11/08/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$205,000.00 \$325,000.00 05/12/2015	LBD5618 ORION FEDERAL CREDIT UNION	12 58.6667 12 53.3333 12 34.6667	1760 \$184.66
1085 TASMAN DR 31 SUNNYVALE	00/00/1971 SHERATON SHERATON	\$15,300.00 \$119,000.00 05/06/2015	LAV4643 PAM'S HOMES, INC.	12 57 12 57	1368 \$86.99

1085 TASMAN DR SP 756	00/00/1975	\$22,599.00 \$120,000.00 05/05/2015	ABJ6140 PHOENIX MANUFACTURED HOUSING G PAM'S HOMES, INC.	12 60 12 60	1440 \$83.33
SUNNYVALE	VIKING				
1085 TASMAN DR SP 767	01/27/2015 SKYLINE HOMES INC SUMMERHILL LIMITED	\$379,000.00 \$379,000.00 04/22/2015	LBM3401 ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 59 12 59 12 60	2136 \$177.43
SUNNYVALE					
1085 TASMAN DR SP 701	02/19/2015 CMH MANUFACTURING WEST INC CMH	\$299,000.00 \$299,000.00 04/10/2015	LBM3615 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	14.8333 55 14.8333 61	1720.67 \$173.77
SUNNYVALE					
1085 TASMAN DR SP 140	01/25/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$193,000.00 \$160,000.00 03/24/2015	LBC6773 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	12 60 10 54	1260 \$126.98
SUNNYVALE					
1085 TASMAN DR SP 695	03/19/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$135,000.00 \$200,000.00 03/20/2015	LAZ3682 ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$127.97
SUNNYVALE					
1085 TASMAN DR SP 618	07/19/1988 BAYSHORE HM CALIF INC BAYSHORE HM	\$88,750.00 \$169,000.00 03/13/2015	LAJ5027 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	12 57 12 57	1368 \$123.54
SUNNYVALE					
1085 TASMAN DR SP 599	11/17/2014 SKYLINE HOMES INC BROOKSTONE	\$319,000.00 \$319,000.00 03/12/2015	LBM3005 CENTRAL WILLAMETTE COMMUNITY C ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 56	1698.67 \$187.79
SUNNYVALE					
1085 TASMAN DR SP 223	08/24/1995 FLEETWOOD HM INC SPRING HILL	\$46,836.00 \$180,000.00 03/02/2015	LAV4197 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	12.8333 52 12.8333 52	1334.67 \$134.87
SUNNYVALE					
1085 TASMAN DR SP 881	00/00/1974 PARK MANOR PARK MANOR	\$16,100.00 \$136,750.00 02/27/2015	LAV4560 PAM'S HOMES, INC.	11.8333 57.3333 11.8333 63.5	1429.86 \$95.64
SUNNYVALE					
1085 TASMAN DR SP 750	06/21/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$89,900.00 \$182,500.00 02/24/2015	LAU4058 CUFBL DIV OF SAN ANTONIO FEDER BURKE MOBILEHOME SALES	12 64 12 57.3333	1456 \$125.34
SUNNYVALE					

1085 TASMAN DR 288 SUNNYVALE	04/16/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$124,900.00 \$206,000.00 02/10/2015	LBB1142 MAPS CREDIT UNION PAM'S HOMES, INC.	12 66 12 52	1416 \$145.48
1085 TASMAN DR SP 403 SUNNYVALE	12/31/2014 SKYLINE HOMES INC BROOKSTONE	\$299,000.00 \$299,000.00 02/04/2015	LBM2758 PHOENIX MANUFACTURED HOUSING G ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 56	1698.67 \$176.02
1085 TASMAN DR SP 430 SUNNYVALE	00/00/1981 KAUFMAN BROAD HM SYS INC CANYON CREST	\$50,809.00 \$145,000.00 01/30/2015	LAA2333 BURKE MOBILEHOME SALES	12 52 12 52	1248 \$116.19
1085 TASMAN DR SP 506 SUNNYVALE	04/16/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$139,650.00 \$236,000.00 01/29/2015	LBA3011 BANK OF THE WEST ALLIANCE MANUFACTURED HOMES INC	13.5 64 12.8333 63	1672.5 \$141.11
1085 TASMAN DR SP 123 SUNNYVALE	03/22/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$65,000.00 \$194,500.00 01/26/2015	LAS7884	13.3333 56 12.6667 48	1354.67 \$143.58
1085 TASMAN DR SP 183 SUNNYVALE	02/07/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$172,000.00 \$149,000.00 01/08/2015	LBC8117 PAM'S HOMES, INC.	12 54 10 50	1148 \$129.79
1085 TASMAN DR SP 772 SUNNYVALE	05/03/2002 DELAWARE WESTERN HOMES CORP SILVERCREST	\$200,000.00 \$265,000.00 12/31/2014	LBE1022 SCHARTON PAM'S HOMES, INC.	14.8333 66 14.8333 65	1943.17 \$136.38
1085 TASMAN DR SP 603 SUNNYVALE	04/12/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$170,400.00 \$222,000.00 12/12/2014	LBB3607 CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	14.8333 60 14.8333 58	1750.33 \$126.83
1085 TASMAN DR SP 29 SUNNYVALE	02/28/1990 BAYSHORE HM CALIF INC BAYSHORE HM	\$106,725.00 \$177,000.00 12/12/2014	LAM7283 CENTRAL WILLIAMETTE COMMUNITY PAM'S HOMES, INC.	9 40 12 60 12 60	1800 \$98.33
1085 TASMAN DR SP 200 SUNNYVALE	08/06/2012 SKYLINE HOMES INC COTTAGE PARK	\$209,000.00 \$242,000.00 12/12/2014	LBL4062 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	15.1667 56 13.5 56	1605.33 \$150.75
1085 TASMAN DR SP 753 SUNNYVALE	00/00/1976 SKYLINE CORP SKYLINE	\$23,300.00 \$122,500.00 12/10/2014	ABE6717 21ST MORTGAGE CORP ADVANTAGE HOMES	12 64 12 64	1536 \$79.75

1085 TASMAN DR SP 384 SUNNYVALE	10/21/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$156,300.00 \$277,000.00 12/09/2014	LBA5313 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	14.8333 60 14.8333 58	1750.33 \$158.26
1085 TASMAN DR SP 837 SUNNYVALE	10/13/2014 SKYLINE HOMES INC BROOKSTONE	\$319,000.00 \$319,000.00 12/05/2014	LBM2223 ALLIANCE MANUFACTURED HOMES INC	13.5 64 13.5 61.3333	1692 \$188.53
1085 TASMAN DR SP 826 SUNNYVALE	00/00/1975 GOLDEN WEST CALYPSO	\$19,700.00 \$125,000.00 12/04/2014	LBB8918	12 60 12 60	1440 \$86.81
1085 TASMAN DR SP 617 SUNNYVALE	04/08/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$136,900.00 \$200,000.00 11/24/2014	LBB1962 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	13.5 60 12.8333 58.6667	1562.89 \$127.97
1085 TASMAN DR SP 78 SUNNYVALE	10/08/2014 SKYLINE HOMES INC BROOKSTONE	\$160,000.00 \$160,000.00 11/10/2014	LBM1884 ALLIANCE MANUFACTURED HOMES INC	13.5 61 13.5 58.3333	1611 \$99.32
1085 TASMAN DR SP 192 SUNNYVALE	05/18/2006 CHAMPION HOME BUILDERS COMPANY BAYSHORE II	\$157,000.00 \$185,000.00 10/31/2014	LBJ6619 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	11.6667 56 11.6667 56	1306.67 \$141.58
1085 TASMAN DR SP 775 SUNNYVALE	00/00/1976 SIGNATURE	\$23,100.00 \$139,988.00 10/30/2014	ABE9082 BURKE MOBILEHOME SALES	12 65 12 65 10 10	1660 \$84.33
1085 769 TASMAN DR SUNNYVALE	00/00/1974 LANCER LANCER	\$17,300.00 \$115,000.00 10/21/2014	AAW7094 ADVANTAGE HOMES	12 30 12 30	720 \$159.72
1085 TASMAN DR SP 71 SUNNYVALE	05/23/2008 CMH MANUFACTURING WEST INC ALLIANCE SERIES	\$52,308.00 \$273,000.00 10/09/2014	LBJ9378 MAPS CREDIT UNION	13.5 60 14.8333 60	1700 \$160.59
1085 TASMAN DR SP 817 SUNNYVALE	00/00/1976 LANCER LANCER	\$26,900.00 \$120,000.00 10/06/2014	AAX2229 MAGANA DAMIAN PAM'S HOMES, INC.	12 65 12 65	1560 \$76.92
1085 TASMAN DR SP 377 SUNNYVALE	06/02/2000 FLEETWOOD HOMES CA INC SANDALWOOD 2000 MODEL	\$225,000.00 \$258,000.00 10/03/2014	LBC4749 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	11.75 60 11.75 60 11.75 49.3333	1989.67 \$129.67

1085 TASMAN DR SP 771 SUNNYVALE	07/31/2014 CMH MANUFACTURING WEST INC KARSTEN	\$357,300.00 \$357,300.00 09/12/2014	LBM1353 IQ CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	11.8333 61 9.83333 60 11.8333 60	2021.83 \$176.72
1085 TASMAN DR 711 SUNNYVALE	00/00/1970 SILVERCREST SILVERCREST	\$16,100.00 \$17,400.00 09/10/2014	LBM2862	12 56 12 56	1344 \$12.95
1085 TASMAN DR SP 676 SUNNYVALE	12/16/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$156,900.00 \$199,000.00 08/22/2014	LBA8867 CENTRAL WILLAMETTE COMMUNITY C	12.8333 64 12.8333 58	1565.67 \$127.10
1085 TASMAN DR SP 567 SUNNYVALE	06/11/1998 FLEETWOOD HOMES CA INC SUNCREST	\$152,000.00 \$175,000.00 08/20/2014	LAY6080 21ST MORTGAGE CORP ADVANTAGE HOMES	12.8333 58 12.8333 52	1411.67 \$123.97
1085 TASMAN DR SP 616 SUNNYVALE	02/05/2008 DELAWARE WESTERN HOMES CORP SILVERCREST	\$232,000.00 \$269,000.00 08/18/2014	LBJ7850 21ST MORTGAGE CORP ALLIANCE MANUFACTURED HOMES INC	10.1667 61 12.8333 61 10.1667 60	2013 \$133.63
1085 TASMAN DR SP 690 SUNNYVALE	04/19/2006 FLEETWOOD HOMES CA INC WATERFORD	\$179,000.00 \$230,000.00 08/08/2014	LBJ1545 CENTRAL WILLAMETTE COMMUNITY C PAM'S HOMES, INC.	13.3333 57.3333 13.3333 56	1511.11 \$152.21
1085 TASMAN DR SP 561 SUNNYVALE	04/21/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$160,900.00 \$177,500.00 07/31/2014	LBB4403 CU FACTORY BUILT LENDING LP	12.8333 58.6667 12.8333 57	1484.39 \$119.58

	Original	Resale
Total	\$6,865,125.00	\$9,661,338.00
Average	\$146,066.49	\$205,560.38
Max	\$379,000.00	\$379,000.00
Min	\$15,300.00	\$17,400.00
Avg \$SqFt	\$89.39	\$129.23
Avg SqFt	1564	1564
Number of records	47	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **EL DORADO MP**

Report date : 7/16/2015

Park Address : 600 E WEDDELL DR
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 285

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
600 E WEDDELL DR SP 253 SUNNYVALE	04/30/2008 SKYLINE HOMES INC WOODFIELD LIMITED	\$190,907.00 \$255,000.00 06/05/2015	LBJ8227 CENTRAL WILLAMETTE COMMUNITY C ALLIANCE MANUFACTURED HOMES INC	14 55.3333 14 57.3333	1577.33 \$161.67
600 E WEDDELL DR SP 270 SUNNYVALE	02/27/2015 CMH MANUFACTURING WEST INC KARSTEN	\$279,000.00 \$279,000.00 05/12/2015	LBM3941 ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	14.8333 55 14.8333 57.6667	1671.22 \$166.94
600 E WEDDELL DR SP 180 SUNNYVALE	10/23/2014 SKYLINE HOMES INC BROOKSTONE	\$239,000.00 \$239,000.00 05/01/2015	LBM3593 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	13.5 51 13.5 52	1390.5 \$171.88
600 E WEDDELL DR SP 8 SUNNYVALE	00/00/1970 BRIGADIER KINGSTON	\$8,100.00 \$90,000.00 04/28/2015	LBA2467 PAM'S HOMES, INC.	12 56	672 \$133.93
600 E WEDDELL DR SP 68 SUNNYVALE	12/03/2014 CAVCO INDUSTRIES INC CAVCO	\$203,000.00 \$203,000.00 04/16/2015	LBM3445 ORION FEDERAL CREDIT UNION MODULAR LIFESTYLES INC	11.8333 48 11.8333 48	1136 \$178.70
600 E WEDDELL AVE 136 SUNNYVALE	04/17/1989 FLEETWOOD HM INC SANDALWOOD	\$78,900.00 \$90,000.00 04/03/2015	LAK9844 21ST MORTGAGE CORP PAM'S HOMES, INC.	12 51 12 51	1224 \$73.53
600 E WEDDELL DR SP 218 SUNNYVALE	02/01/2001 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$210,148.00 \$215,000.00 03/09/2015	LBJ3341 CUFBL DIV OF SAN ANTONIO FEDE REALTY WORLD TODD SU & COMPANY, INC.	13.5 64 13.5 64	1728 \$124.42

600 E WEDDELL DR SP 265 SUNNYVALE	10/17/2002 PALM HARBOR HOMES INC PALM HARBOR	\$169,000.00 \$195,000.00 02/27/2015	LBF2182 PAM'S HOMES, INC.	12 56 12 56	1344 \$145.09
600 E WEDDELL DR SP 210 SUNNYVALE	11/26/2014 SKYLINE HOMES INC BROOKSTONE	\$284,000.00 \$284,000.00 01/29/2015	LBM2691 ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$156.04
600 EAST WEDDELL DR SP 214 SUNNYVALE	11/04/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$247,300.00 \$232,000.00 10/24/2014	LB19050 ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	15.5 62 14.8333 62	1880.67 \$123.36
600 E WEDDEL DR SP 206 SUNNYVALE	08/26/2014 SKYLINE HOMES INC BROOKSTONE	\$271,015.00 \$271,015.00 10/07/2014	LBM1654 IQ CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$148.91
600 E WEDDELL DR SP 58 SUNNYVALE	03/16/2001 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$204,400.00 \$197,750.00 08/25/2014	LBC8290 21ST MORTGAGE CORP ALLIANCE MANUFACTURED HOMES INC	13.5 56 13.5 56	1512 \$130.79
600 E WEDDELL DR SP 70 SUNNYVALE	07/01/2014 CAVCO INDUSTRIES INC CAVCO	\$185,000.00 \$185,000.00 08/15/2014	LBM1050 MODULAR LIFESTYLES INC	11.8333 48 11.8333 48	1136 \$162.85
600 E WEDDEL DR SP 10 SUNNYVALE	00/00/1971 MADISON MADISON	\$15,300.00 \$169,500.00 08/15/2014	AAF9035 PROPERTY FINANCIAL SERVICES LL ALLIANCE MANUFACTURED HOMES INC	12 57 12 57	1368 \$123.90
	Original	Resale			
Total	\$2,585,070.00	\$2,905,265.00			
Average	\$184,647.86	\$207,518.93			
Max	\$284,000.00	\$284,000.00			
Min	\$8,100.00	\$90,000.00			
Avg \$SqFt	\$122.01	\$143.00			
Avg SqFt	1449	1449			
Number of records	14				

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **FAIROAKS MOBILE LODGE**

Report date : 7/16/2015

Park Address : 590 AHWANEE
SUNNYVALE, CA 94086[See a Problem? Send us an Error Report.](#)

Spaces : 102

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
580 AHWANEE AVE SP 37 SUNNYVALE	00/00/1972 SKYLINE CORP SKYLINE	\$6,300.00 \$22,000.00 06/04/2015	AAZ2422	12 42	504 \$43.65
580 AHWANEE AVE SP 2 SUNNYVALE	00/00/1965 FLEETWOOD FLEETWOOD	\$1,700.00 \$34,250.00 05/21/2015	LAP5669	10 52	520 \$65.87
580 AHWANEE AVE SP 54 SUNNYVALE	00/00/1962 PARAMOUNT	\$3,100.00 \$30,000.00 01/30/2015	ABE9885 PAM'S HOMES, INC.	12 41.6667	500 \$60.00
580 AHWANEE AVE SP 78 SUNNYVALE	00/00/1973 WOODLAND WOODLAND	\$9,700.00 \$10,000.00 12/29/2014	LAY1561	10 40 10 40	800 \$12.50
580 AHWANEE AVE SP 61 SUNNYVALE	02/24/2000 GOLDEN WEST HOMES INC GOLDEN WEST	\$85,000.00 \$66,105.00 12/03/2014	LBA7817 NEW HORIZON MANUFACTURED HOMES	9.83333 48 9.83333 48	944 \$70.03
580 AHWANEE AVE 48 SUNNYVALE	00/00/1968 LANCER LANCER	\$7,300.00 \$44,000.00 08/08/2014	AAC3704	10 51 10 51	1020 \$43.14

	Original	Resale
Total	\$113,100.00	\$206,355.00
Average	\$18,850.00	\$34,392.50
Max	\$85,000.00	\$66,105.00
Min	\$1,700.00	\$10,000.00
Avg \$SqFt	\$21.88	\$49.20
Avg SqFt	715	715
Number of records	6	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **FOX HOLLOW MHP**

Report date : 7/16/2015

Park Address : 690 PERSIAN DR
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 99

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
690 PERSIAN DR 98 SUNNYVALE	00/00/1978 HALLMARK SOUTHWEST CORP SHENANDOAH	\$45,900.00 \$157,000.00 05/29/2015	ABE1862	12 64 12 64 10 40	1936 \$81.10
690 PERSIAN DR 50 SUNNYVALE	00/00/1977 SUNNY SUNNY	\$22,900.00 \$110,000.00 05/15/2015	AAF2269 PARKER PAM'S HOMES, INC.	12 57 12 57	1368 \$80.41
690 PERSIAN DR SP 71 SUNNYVALE	00/00/1977 LANCER MH INC LANCER	\$25,300.00 \$130,000.00 03/27/2015	ABE4706	12 62 12 62	1488 \$87.37
690 PERSIAN DR SP 69 SUNNYVALE	00/00/1977 GUERDON SAN SIMEON	\$38,700.00 \$159,000.00 10/20/2014	AAJ9337 ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 64 10 25 12 64	1786 \$89.03
690 PERSIAN DR SP 45 SUNNYVALE	00/00/1977 LANCER HM INC LANCER	\$27,799.00 \$145,000.00 09/23/2014	LAV4894 PAM'S HOMES, INC.	12 60 12 60 10 47	1910 \$75.92
690 PERSIAN DR SP 26 SUNNYVALE	00/00/1977 MADISON HOMES MADISON	\$22,900.00 \$130,000.00 08/06/2014	AAE3988 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	12 66 12 66	1584 \$82.07

	Original	Resale
Total	\$183,499.00	\$831,000.00
Average	\$30,583.17	\$138,500.00
Max	\$45,900.00	\$159,000.00
Min	\$22,900.00	\$110,000.00
Avg \$SqFt	\$18.02	\$82.65
Avg SqFt	1679	1679
Number of records	6	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name :

**MARY MANOR MOBILE
ESTATES**

Report date : 7/16/2015

Park Address :

125 N MARY AVE
SUNNYVALE, CA 94086[See a Problem? Send us an Error Report.](#)

Spaces :

116

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
125 N MARY AVE SP 25 SUNNYVALE	02/19/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$254,822.00 \$254,822.00 04/03/2015	LBM3435 ADVANTAGE HOMES	11.8333 60 11.8333 60	1420 \$179.45
125 N MARY AVE SP 57 SUNNYVALE	01/27/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$169,900.00 \$285,000.00 01/16/2015	LBB3008 REALTY WORLD TODD SU & COMPANY, INC.	14.8333 60 14.8333 60	1780 \$160.11
125 N MARY AVE SP 51 SUNNYVALE	10/22/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$157,000.00 \$235,000.00 09/05/2014	LBA4028 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	13.5 60 12.8333 58.6667	1562.89 \$150.36

	Original	Resale
Total	\$581,722.00	\$774,822.00
Average	\$193,907.33	\$258,274.00
Max	\$254,822.00	\$285,000.00
Min	\$157,000.00	\$235,000.00
Avg \$SqFt	\$125.12	\$163.31
Avg SqFt	1588	1588
Number of records	3	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **MOFFETT MHP**

Report date : 5/18/2015

Park Address : 440 MOFFETT BLVD
MOUNTAIN VIEW, CA 94043[See a Problem? Send us an Error Report.](#)

Spaces : 143

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
440 MOFFETT BLVD SP 113 MOUNTAIN VIEW	11/07/1994 FLEETWOOD HM SPRINGHILL	\$68,846.00 \$159,000.00 12/10/2014	LAU3649 VANDERBILT MORTGAGE AND FINANC	10 53.3333 10 53.3333	1066.67 \$149.06
440 MOFFETT BLVD SP 96 MOUNTAIN VIEW	00/00/1972 CHAMPION CHAMPION	\$6,700.00 \$12,000.00 11/07/2014	LAJ8090 ADVANTAGE HOMES	12 46	552 \$21.74
440 MOFFETT BLVD SP 38 MOUNTAIN VIEW	04/16/2013 CHAMPION HOME BUILDERS INC CAL ADVANTAGE	\$127,695.00 \$169,500.00 10/30/2014	LBL5611 ADVANTAGE HOMES	8.66667 49 9.83333 56.3333	978.61 \$173.20
440 MOFFETT BLVD SP 40 MOUNTAIN VIEW	07/29/2014 SILVERCREST	\$160,990.00 \$160,990.00 10/17/2014	LBM1806 ADVANTAGE HOMES	9 61 9 63.3333	1119 \$143.87
440 MOFFETT BLVD SP 136 MOUNTAIN VIEW	08/20/2014 CHAMPION HOME BUILDERS INC SIERRA ESTATES LTD	\$150,000.00 \$150,000.00 10/03/2014	LBM1649 SUPERIOR CHOICE CREDIT UNION ADVANTAGE HOMES	8.83333 48 8.83333 48	848 \$176.89
440 MOFFETT BLVD SP 29 MOUNTAIN VIEW	02/11/2004 PALM HARBOR HOMES INC PALM HARBOR	\$145,000.00 \$105,800.00 10/02/2014	LBG1003 CUFBL DIV OF SAN ANTONIO FEDER	9.83333 40 9.83333 40	786.67 \$134.49
440 MOFFETT BLVD SP 125 MOUNTAIN VIEW	00/00/1979 LANCER LANCER	\$28,100.00 \$73,000.00 08/27/2014	AAB9682 ADVANTAGE HOMES	10 40 10 40	800 \$91.25
440 MOFFETT BLVD SP 93 MOUNTAIN VIEW	05/21/1990 CHAMPION HM BUILDERS CO MEADOW CREEK	\$59,650.00 \$80,000.00 08/19/2014	LAM7481	13.3333 52	693.33 \$115.38
440 MOFFETT BLVD SP 122 MOUNTAIN VIEW	00/00/1967 NASHUA	\$6,900.00 \$57,000.00 08/15/2014	ABD4094	10 47 10 47	940 \$60.64

	Original	Resale
Total	\$753,881.00	\$967,290.00
Average	\$83,764.56	\$107,476.67
Max	\$160,990.00	\$169,500.00
Min	\$6,700.00	\$12,000.00
Avg \$SqFt	\$93.42	\$118.50
Avg SqFt	865	865
Number of records	9	

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Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 5/18/2014 to 5/18/2015

Park Name : **MOORPARK MHP**

Report date : 5/18/2015

Park Address : 501 MOORPARK WAY
MOUNTAIN VIEW, CA 94041[See a Problem? Send us an Error Report.](#)

Spaces : 138

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
501 MOORPARK WY SP 135 MOUNTAIN VIEW	03/26/1999 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$103,495.00 \$206,500.00 02/27/2015	LBB7711 CENTRAL WILLAMETTE COMMUNITY C ALLIANCE MANUFACTURED HOMES INC	13.5 44 13.5 44	1188 \$173.82
501 MOORPARK WAY SP 104 MOUNTAIN VIEW	08/28/2014 CHAMPION HOME BUILDERS INC CALIFORNIA ADVANTAGE	\$215,000.00 \$215,000.00 10/28/2014	LBM1849 ADVANTAGE HOMES	9.83333 60 9.83333 60	1180 \$182.20
501 MOORPARK WAY SP 82 MOUNTAIN VIEW	03/26/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$115,000.00 \$18,900.00 10/03/2014	LBF7675 CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	10 57.6667 10 48.6667	1063.33 \$17.77
501 MOORPARK WY SP 32 MOUNTAIN VIEW	05/11/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$154,000.00 \$195,000.00 08/22/2014	LBH7385 21ST HOME MORTGAGE	12 48 12 52	1200 \$162.50

	Original	Resale
Total	\$587,495.00	\$635,400.00
Average	\$146,873.75	\$158,850.00
Max	\$215,000.00	\$215,000.00
Min	\$103,495.00	\$18,900.00
Avg \$SqFt	\$126.45	\$134.07
Avg SqFt	1158	1158
Number of records	4	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **PLAZA DEL REY**

Report date : 7/16/2015

Park Address : 1225 VIENNA DR
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 800

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1225 VIENNA DR SP 337 SUNNYVALE	12/04/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$135,000.00 \$135,000.00 06/15/2015	LAU4098 US BANK PAM'S HOMES, INC.	13.5 66 12.8333 66	1738 \$77.68
1225 VIENNA DR 635 SUNNYVALE	03/25/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$105,000.00 \$240,000.00 06/15/2015	LAS7791	13.3333 64 12.6667 62.6667	1647.11 \$145.71
1225 VIENNA DR 604 SUNNYVALE	11/17/2000 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$251,185.00 \$282,000.00 06/11/2015	LBC2240 21ST MORTGAGE CORP	13.5 60 15.5 60	1740 \$162.07
1225 VIENNA DRIVE #596 SUNNYVALE	00/00/1975 BARON HM INC VILSA	\$25,200.00 \$189,900.00 06/05/2015	LAX9095 21ST MORTGAGE CORP PAM'S HOMES, INC.	12 60 12 60 12 22	1704 \$111.44
1220 VIENNA DR SP 484 SUNNYVALE	03/26/2015 SKYLINE HOMES INC BROOKSTONE	\$359,475.00 \$359,475.00 06/02/2015	LBM3833 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 59.1667 13.5 60	1707.36 \$210.54
1225 VIENNA DR SP 267 SUNNYVALE	11/09/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$179,223.00 \$279,000.00 06/01/2015	LBG7713 COMMUNITY WEST BANK N.A. ALLIANCE MANUFACTURED HOMES INC	13.5 60 13.5 58.6667	1602 \$174.16
1225 VIENNA DR 125 SUNNYVALE	01/30/2015 SKYLINE HOMES INC BROOKSTONE	\$339,000.00 \$339,000.00 05/29/2015	LBM3869 COMMUNITY WEST BANK N A ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$186.26
1225 VIENNA DR 181 SUNNYVALE	04/24/1990 FLEETWOOD HM INC BARRINGTON	\$79,000.00 \$222,000.00 05/26/2015	LAM7303 21ST MORTGAGE CORP PAM'S HOMES, INC.	11.6667 56 11.6667 60 9.83333 38.6667	1733.56 \$128.06

1225 VIENNA DR SP 76 SUNNYVALE	02/13/2003 PALM HARBOR HOMES INC PALM HARBOR	\$210,000.00 \$300,000.00 05/15/2015	LBF1330 ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	10 55 12 61 10 61	1892 \$158.56
1225 VIENNA DR #87 SUNNYVALE	09/15/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$139,000.00 \$225,000.00 05/11/2015	LAY7269 ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	13.5 60 12.8333 56	1528.67 \$147.19
1225 VIENNA DR SP 247 SUNNYVALE	05/22/2003 PALM HARBOR HOMES INC PALM HARBOR	\$189,000.00 \$259,900.00 05/05/2015	LBF2886 DOBKIN ALLIANCE MANUFACTURED HOMES INC	13.5 60 13.5 60	1620 \$160.43
1225 VIENNA DR SP 585 SUNNYVALE	03/10/2015 SKYLINE HOMES INC BROOKSTONE	\$299,867.00 \$299,867.00 05/05/2015	LBM3523 ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 51 13.5 52	1390.5 \$215.65
1225 VIENNA DR SP 222 SUNNYVALE	07/29/2005 FLEETWOOD HOMES CA INC WATERFORD	\$191,983.00 \$265,000.00 05/01/2015	LBJ1005 ADVANTIS CREDIT UNION PAM'S HOMES, INC.	13.3333 63 13.3333 60.3333	1644.44 \$161.15
1225 VIENNA DR 129 SUNNYVALE	06/03/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$141,723.00 \$93,000.00 04/22/2015	LAU3707 PAM'S HOMES, INC.	13.3333 60 12.6667 60	1560 \$59.62
1225 VIENNA DR SP 442 SUNNYVALE	08/16/2005 PALM HARBOR HOMES INC PALM HARBOR	\$244,276.00 \$281,100.00 04/03/2015	LBH6841 PAM'S HOMES, INC.	13.5 64 13.5 64	1728 \$162.67
1220 VIENNA DR 704 SUNNYVALE	00/00/1976 FASHION MANOR FASHION MANOR	\$25,300.00 \$149,800.00 04/03/2015	ABD5460 ANTONIO A SABADO AND ELIZABETH PAM'S HOMES, INC.	12 60 12 60	1440 \$104.03
1225 VIENNA DR SP 948 SUNNYVALE	07/06/1981 GOLDEN WEST HOMES IMMOBILE	\$57,305.00 \$212,000.00 04/02/2015	LAA4754 BURKE MOBILEHOME SALES	12 64 12 44	1296 \$163.58
1225 VIENNA DR SP 18 SUNNYVALE	06/21/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$179,000.00 \$220,000.00 03/31/2015	LBJ2292 21ST MORTGAGE CORP PAM'S HOMES, INC.	11.8333 60 11.8333 60	1420 \$154.93
1225 VIENNA DR SP 935 SUNNYVALE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$69,440.00 \$235,000.00 03/27/2015	LAA6824 IQ CREDIT UNION	12 63.6667 12 44 12 16.1667	1486 \$158.14

1225 VIENNA DR SP 944 SUNNYVALE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$61,990.00 \$181,500.00 03/05/2015	LAA8871 ST STEPHEN LUTHERAN CHURCH AND	12 65.5 12 44	1314 \$138.13
1220 VIENNA DR 470 SUNNYVALE	12/14/2007 PALM HARBOR HOMES INC PALM HARBOR	\$246,000.00 \$275,000.00 02/17/2015	LBJ7416 21ST MORTGAGE CORP PAM'S HOMES, INC.	15 60 15 60	1800 \$152.78
1220 VIENNA DR SP 565 SUNNYVALE	11/20/2014 CMH MANUFACTURING WEST INC CMH	\$382,000.00 \$382,000.00 01/22/2015	LBM2743 ALLIANCE MANUFACTURED HOMES INC	11.8333 60 9.83333 56 11.8333 60	1970.67 \$193.84
1225 VIENNA DR SP 644 SUNNYVALE	10/29/1996 KARSTEN CO VILLA	\$125,211.00 \$219,000.00 01/19/2015	LAU4081 ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	12.6667 58.6667 12.6667 60	1503.11 \$145.70
1225 VIENNA DR SP 937 SUNNYVALE	07/07/2014 SILVERCREST	\$389,000.00 \$389,000.00 01/19/2015	LBM2531 ADVANTAGE HOMES	11.8333 63.6667 11.8333 43.5 11.8333 43.5	1782.89 \$218.19
1225 VIENNA DR SP 186 SUNNYVALE	10/07/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$165,900.00 \$222,000.00 12/19/2014	LBA9547 CU FACTORY BUILT LENDING LP PAM'S HOMES, INC.	13.5 60 12.8333 58.6667	1562.89 \$142.04
1225 VIENNA DR SP 64 SUNNYVALE	04/19/1991 GOLDEN WEST HM GOLDEN WEST HM	\$124,829.00 \$176,800.00 12/16/2014	LAR9309 21ST MORTGAGE CORP PAM'S HOMES, INC.	14 56 14 56	1568 \$112.76
1225 VIENNA DR SP 239 SUNNYVALE	08/29/2014 SKYLINE HOMES INC SMMERHILL LIMITED	\$359,000.00 \$359,000.00 12/12/2014	LBM2307 ALLIANCE MANUFACTURED HOMES INC	10 60 12 60 10 60	1920 \$186.98
1225 VIENNA DR SP 950 SUNNYVALE	07/07/1981 GOLDEN WEST HOMES IMMOBILE	\$61,495.00 \$181,500.00 11/25/2014	LAA4755 DONALD J DALEY TRUST	12 64 12 44	1296 \$140.05
1220 VIENNA DR SP 703 SUNNYVALE	00/00/1977 HOWARD VILLA HOWARD VILLA	\$28,900.00 \$142,500.00 11/17/2014	AAC6408 PAM'S HOMES, INC.	12 60 10 60 12 60	2040 \$69.85
1225 VIENNA DR SP 343 SUNNYVALE	06/29/2006 PALM HARBOR HOMES INC PALM HARBOR	\$259,602.00 \$235,000.00 11/13/2014	LB17818 HABIBI	9.83333 55 12.6667 61 9.83333 61	1913.33 \$122.82

1225 VIENNA DR SP 86 SUNNYVALE	07/22/1994 GOLDEN WEST GOLDEN WEST	\$109,000.00 \$140,000.00 10/30/2014	LAU3757 PAM'S HOMES, INC.	13.5 60 13.5 58.6667	1602 \$87.39
1225 VIENNA DR SP 175 SUNNYVALE	03/07/2005 PALM HARBOR HOMES INC PALM HARBOR	\$199,942.00 \$219,500.00 10/30/2014	LBH3589 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	13.5 60 13.5 60	1620 \$135.49
1225 VIENNA DR SP 300 SUNNYVALE	06/06/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$178,247.00 \$237,000.00 10/24/2014	LBF2368 PAM'S HOMES, INC.	14.8333 60 14.8333 60	1780 \$133.15
1220 VIENNA DR SP 689 SUNNYVALE	00/00/1977 HOWARD MANOR	\$35,100.00 \$133,000.00 10/23/2014	ABH2659 21ST MORTGAGE CORP PAM'S HOMES, INC.	10 32 17 60 17 60	2360 \$56.36
1220 VIENNA DR SP 519 SUNNYVALE	02/02/1990 BAYSHORE HM CALIF INC BAYSHORE HM	\$93,000.00 \$169,000.00 10/23/2014	LAM7247 IQ CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 56 12 56	1344 \$125.74
1225 VIENNA DR SP 952 SUNNYVALE	09/17/1981 GOLDEN WEST HOMES IMMOBILE	\$61,285.00 \$155,000.00 10/15/2014	LAA6505 CENTRAL WILLAMETTE COMMUNITY C ADVANTAGE HOMES	12 44 12 64	1296 \$119.60
1225 VIENNA DR SP 924 SUNNYVALE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$60,855.00 \$159,900.00 10/14/2014	LAA1058 CUFBL DIV OF SAN ANTONIO FEDER	12 64 12 44	1296 \$123.38
1225 VIENNA DR SP 651 SUNNYVALE	00/00/1975 MADISON MADISON	\$20,900.00 \$44,705.00 10/01/2014	LBJ9861	12 56 12 56	1344 \$33.26
1225 VIENNA DR SP 161 SUNNYVALE	00/00/1973 INLAND STEEL INLANDER	\$22,900.00 \$105,000.00 09/15/2014	LAL8162	12 62 12 62	1488 \$70.56
1225 VIENNA DR SP 270 SUNNYVALE	07/28/1999 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$172,694.00 \$225,000.00 09/05/2014	LBB1957 MAPS CREDIT UNION ADVANTAGE HOMES	13.5 60 15.5 58.6667	1719.33 \$130.86
1225 VIENNA DR SP 84 SUNNYVALE	07/08/2014 SKYLINE HOMES INC SUMMERHILL LIMITED	\$349,000.00 \$349,000.00 08/28/2014	LBM1230 I Q CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	10 60 12 60 10 60	1920 \$181.77

1225 VIENNA DR SP 149 SUNNYVALE	05/25/2007 PALM HARBOR HOMES INC PALM HARBOR	\$279,598.00 \$304,800.00 08/26/2014	LBJ3503 PAM'S HOMES, INC.	9.83333 55 12.6667 61 9.83333 61	1913.33 \$159.30
1220 VIENNA DR SP 473 SUNNYVALE	01/31/2014 SKYLINE HOMES INC BROOKSTONE	\$308,000.00 \$308,000.00 08/22/2014	LBM1105 CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	15.1667 64 15.1667 56	1820 \$169.23
1220 VIENNA DR SP 566 SUNNYVALE	08/20/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$145,000.00 \$163,000.00 08/20/2014	LAY8308 21ST MORTGAGE CORP PAM'S HOMES, INC.	12 62 12 56	1416 \$115.11
1225 VIENNA DR SP 106 SUNNYVALE	07/09/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$195,000.00 \$239,000.00 08/14/2014	LB11547 CUFBL DIV OF SAN ANTONIO FEDER	10.1667 61 12 61 10.1667 58	1941.83 \$123.08
1220 VIENNA DR SP 713 SUNNYVALE	08/31/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$251,656.00 \$255,000.00 08/12/2014	LB17720 PAM'S HOMES, INC.	15.5 60 14.8333 58	1790.33 \$142.43
1220 VIENNA DR SP 458 SUNNYVALE	05/31/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$299,000.00 \$299,000.00 08/07/2014	LBM1025 DAKOTA LOANS INC ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$167.98
1225 VIENNA DR SP 75 SUNNYVALE	05/02/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$309,000.00 \$309,000.00 08/01/2014	LBM1022 ADVANTAGE HOMES	11.8333 60 9.83333 60 11.8333 60	2010 \$153.73
1220 VIENNA DR SP 559 SUNNYVALE	05/23/2014 SKYLINE HOMES INC BROOKSTONE	\$329,000.00 \$329,000.00 07/31/2014	LBL9895 MURPHY BANK ALLIANCE MANUFACTURED HOMES INC	15.1667 64 15.1667 61.3333	1900.89 \$173.08
	Original	Resale			
Total	\$8,843,081.00	\$11,494,247.00			
Average	\$180,471.04	\$234,576.47			
Max	\$389,000.00	\$389,000.00			
Min	\$20,900.00	\$44,705.00			
Avg \$SqFt	\$105.27	\$140.13			
Avg SqFt	1668	1668			
Number of records	49				

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **RANCHO LA MESA MHP**

Report date : 7/16/2015

Park Address : 1201 SYCAMORE TERRACE
SUNNYVALE, CA 94086[See a Problem? Send us an Error Report.](#)

Spaces : 215

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1201 SYCAMORE TERRACE SP 9 SUNNYVALE	00/00/1968 GUERDON MAGNOLIA	\$9,700.00 \$87,888.00 06/10/2015	AAE8103	10 40 10 40	800 \$109.86
1201 SYCAMORE TERRACE SP 103 SUNNYVALE	04/24/2014 SKYLINE HOMES INC BROOKSTONE	\$77,000.00 \$150,000.00 02/10/2015	LBL9719 ADVANTAGE HOMES	8.83333 40 8.83333 40	706.67 \$212.26
1201 SYCAMORE TERRACE SP 203 SUNNYVALE	00/00/1963 BUDGER BUDGER	\$4,500.00 \$71,000.00 01/30/2015	LAT1069 ADVANTAGE HOMES	10 48	480 \$147.92
1201 SYCAMORE TERRACE SP 86 SUNNYVALE	00/00/1981 FLEETWOOD HOMES CALIF BROADMORE	\$27,050.00 \$68,000.00 01/12/2015	LAA4143 ADVANTAGE HOMES	14 44	616 \$110.39
1201 SYCAMORE TER SP 192 SUNNYVALE	10/20/2014 SKYLINE HOMES INC LAURELWOOD ELITE	\$88,384.00 \$88,384.00 12/01/2014	LBM2319 ALLIANCE MANUFACTURED HOMES INC	15.5 46	713 \$123.96
1201 SYCAMORE TERRACE SP 51 SUNNYVALE	00/00/1980 GOLDEN WEST CALYPSO	\$27,900.00 \$97,000.00 11/17/2014	LAH6007 21ST MORTGAGE CORPORATION ADVANTAGE HOMES	10 40 10 40	800 \$121.25
1201 SYCAMORE TERRACE SP 117 SUNNYVALE	07/16/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$64,900.00 \$68,000.00 10/22/2014	LBA3724	15.5 40	620 \$109.68
1201 SYCAMORE TER SP 49 SUNNYVALE	06/11/1981 COMMODORE HM SYSTEMS BAYSHORE	\$38,411.00 \$74,000.00 10/01/2014	LAD1677	10 40 10 40	800 \$92.50

1201 SYCAMORE TERRACE SP 13 SUNNYVALE	00/00/1963 VIKING VIKING	\$4,700.00 \$79,000.00 08/28/2014	LBA6504 REALTY WORLD TODD SU & COMPANY, INC.	10 55	550 \$143.64
1201 SYCAMORE TERRACE SP 40 SUNNYVALE	00/00/1972 HOMETTE	\$7,399.00 \$60,000.00 08/08/2014	ABJ9211	10 40 10 40	800 \$75.00
1201 SYCAMORE TERRACE 162 SUNNYVALE	03/25/2014 SKYLINE HOMES INC BROOKSTONE	\$103,229.00 \$103,229.00 08/08/2014	LBM1088 ALLIANCE MANUFACTURED HOMES INC	9.83333 48 9.83333 48	944 \$109.35
	Original	Resale			
Total	\$453,173.00	\$946,501.00			
Average	\$41,197.55	\$86,045.55			
Max	\$103,229.00	\$150,000.00			
Min	\$4,500.00	\$60,000.00			
Avg \$SqFt	\$55.73	\$123.26			
Avg SqFt	712	712			
Number of records	11				

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Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 5/18/2014 to 5/18/2015

Park Name : **BELLA ROSA MOBILE LODGE**

Report date : 5/18/2015

Park Address : 1500 VIRGINIA PL
SAN JOSE, CA 95116[See a Problem? Send us an Error Report.](#)

Spaces : 64

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1500 VIRGINIA PL 112 SAN JOSE	00/00/1968 HILLCREST HILLCREST	\$5,100.00 \$14,000.00 03/24/2015	AAB3390	10 52	520 \$26.92
1500 VIRGINIA PL SP 150 SAN JOSE	08/14/2008 FLEETWOOD HOMES CA INC CARRIAGE MANOR	\$64,954.00 \$108,000.00 12/23/2014	LBK3494	9.83333 49 9.83333 49	963.67 \$112.07
1500 VIRGINIA PL SP 106 SAN JOSE	08/07/1981 CHAMPION HM BUILDERS CO CHAMPION	\$24,229.00 \$71,000.00 07/21/2014	LAA3753 STUMPF	12 56	672 \$105.65
1500 VIRGINIA PLACE SP 148 SAN JOSE	01/22/2014 CMH MANUFACTURING WEST INC GOLDEN WEST	\$51,046.00 \$75,000.00 07/01/2014	LBL8605 HWANG	13.5 52	702 \$106.84
1500 VIRGINIA PL SP 160 SAN JOSE	03/11/1983 FLEETWOOD WESTFIELD	\$12,000.00 \$30,000.00 06/03/2014	LAB7648	14 52	728 \$41.21

	Original	Resale
Total	\$157,329.00	\$298,000.00
Average	\$31,465.80	\$59,600.00
Max	\$64,954.00	\$108,000.00
Min	\$5,100.00	\$14,000.00
Avg \$SqFt	\$40.49	\$78.54
Avg SqFt	717	717
Number of records	5	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **COTTAGE TRAILER GROVE**

Report date : 5/18/2015

Park Address : 111 BARNARD AVE
SAN JOSE, CA 95112[See a Problem? Send us an Error Report.](#)

Spaces : 34

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
111 BANARD AVE #20 SAN JOSE	02/09/2001 FLEETWOOD HOMES CA INC BROADMORE 2001 MODEL	\$44,137.00 \$75,000.00 03/20/2015	LBC4780 21ST MORTGAGE CORPORATION	13.3333 46.6667	622.22 \$120.54

	Original	Resale
Total	\$44,137.00	\$75,000.00
Average	\$44,137.00	\$75,000.00
Max	\$44,137.00	\$75,000.00
Min	\$44,137.00	\$75,000.00
Avg \$SqFt	\$70.93	\$120.54
Avg SqFt	622	622
Number of records	1	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **FOOTHILLS MOBILODGE**

Report date : 5/18/2015

Park Address : 655 S 34TH ST
SAN JOSE, CA 95116[See a Problem? Send us an Error Report.](#)

Spaces : 70

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
655 S 34TH ST SP 67 SAN JOSE	02/04/2004 FLEETWOOD HOMES CA INC WESTFIELD	\$39,805.00 \$30,000.00 06/17/2014	LBF7993	15 52	780 \$38.46
655 S 34TH ST SP 1 SAN JOSE	00/00/1963 ANGEL	\$5,100.00 \$5,000.00 06/15/2014	ABH9780	12 50	600 \$8.33
655 S 34TH ST SP 62 SAN JOSE	00/00/1977 FLEETWOOD FLEETWOOD	\$20,900.00 \$16,000.00 05/31/2014	AAY2911	12 55 12 55	1320 \$12.12

	Original	Resale
Total	\$65,805.00	\$51,000.00
Average	\$21,935.00	\$17,000.00
Max	\$39,805.00	\$30,000.00
Min	\$5,100.00	\$5,000.00
Avg \$SqFt	\$25.12	\$19.64
Avg SqFt	900	900
Number of records	3	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **MILL POND**

Report date : 5/18/2015

Park Address : 2320 CANOAS GARDEN AVE
SAN JOSE, CA 95125[See a Problem? Send us an Error Report.](#)

Spaces : 309

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
441 MILLPOND DR SAN JOSE	00/00/1977 MGM GRAND VICTORIA CROWN VICTORIA	\$41,900.00 \$155,000.00 04/06/2015	AAN1989 COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	12 62 12 62 12 62	2232 \$69.44
376 MILL POND DR SAN JOSE	00/00/1978 IMMOBILE IMMOBILE	\$29,900.00 \$130,000.00 03/12/2015	AAV8513 ALLIANCE MANUFACTURED HOMES INC	12 64 12 40	1248 \$104.17
583 MILLPOND DR SAN JOSE	00/00/1978 SONORA SONORA	\$24,500.00 \$5,500.00 03/03/2015	LAY4636 ADVANTAGE HOMES	12 61 12 61	1464 \$3.76
305 MILLPOND DR SAN JOSE	00/00/1978 GOLDEN WEST GOLDEN WEST	\$26,100.00 \$119,000.00 02/24/2015	AAN8505 RITCHIE FAMILY TRUST 012505 ALLIANCE MANUFACTURED HOMES INC	12 65 8 24 12 65	1752 \$67.92
730 MILL STREAM DR SAN JOSE	00/00/1979 MADISON MADISON	\$27,900.00 \$160,000.00 02/23/2015	LBL5276 CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	12 64 12 64	1536 \$104.17
427 MILL POND DR SAN JOSE	00/00/1978 PAC LIVING SYSTEMS LA JOLLA	\$37,500.00 \$150,000.00 01/23/2015	AAX6341 COMMUNITY WEST BANK NA	12 64 12 64	1536 \$97.66
492 MILLPOND DR SAN JOSE	00/00/1977 VICTORIA MANOR VICTORIA MANOR	\$36,500.00 \$119,000.00 01/09/2015	AAM4910 CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	12 62 12 62 8 62	1984 \$59.98

714 MILL STREAM DR SAN JOSE	LANCER MH LANCER	\$31,100.00 \$139,000.00 10/30/2014	AAN6964 ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$96.53
302 MILL POND DR SAN JOSE	08/29/2014 SKYLINE HOMES INC BROOKSTONE	\$295,000.00 \$295,000.00 10/21/2014	LBM1808 ALLIANCE MANUFACTURED HOMES INC	15.1667 62.5 15.1667 62.5	1895.83 \$155.60
573 MILLPOND DR SAN JOSE	00/00/1979 IMMOBILE IMMOBILE	\$36,500.00 \$155,000.00 10/17/2014	LAX4221 ORION FEDERAL CREDIT UNION	12 63 12 63	1512 \$102.51
461 MILLPOND DR SAN JOSE	07/10/2014 SILVERCREST	\$301,800.00 \$301,800.00 10/08/2014	LBM1651 ADVANTAGE HOMES	13.3333 57 13.3333 60	1560 \$193.46
363 MILL POND DR SAN JOSE	00/00/1979 IMMOBILE	\$35,900.00 \$179,000.00 09/15/2014	ABE1744 ALLIANCE MANUFACTURED HOMES INC	10 63 10 63	1260 \$142.06
455 MILLPOND DR SAN JOSE	10/18/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$199,000.00 \$228,000.00 08/27/2014	LBH9029	15.3333 58.6667 13.3333 50.6667	1575.11 \$144.75
397 MILLPOND DR SAN JOSE	00/00/1978 PACIFIC LIVING SYSTEMS LA JOLLA	\$36,100.00 \$160,000.00 08/26/2014	LAE5767 CUFBL DIV OF SAN ANTONIO FEDE	12 63 12 63	1512 \$105.82
407 MILLPOND DR SAN JOSE	00/00/1979 IMMOBILE	\$37,700.00 \$140,000.00 08/15/2014	AAN8124 ALLIANCE MANUFACTURED HOMES INC	12 66 12 66	1584 \$88.38
404 MILLPOND DR SAN JOSE	04/06/1978 FLEETWOOD LA JOLLA	\$43,100.00 \$182,000.00 07/21/2014	AAE8107	12 63 12 63 12 63	2268 \$80.25
743 MILLSTREAM DR SAN JOSE	00/00/1979 LANCER LANCER	\$43,100.00 \$135,000.00 07/14/2014	ABA8395	12 60 12 60 12 60	2160 \$62.50
454 MILL POND DR SAN JOSE	00/00/1978 SKYLINE BUDDY	\$22,900.00 \$115,000.00 07/01/2014	AAT1017 ALLIANCE MANUFACTURED HOMES INC	12 68 12 68	1632 \$70.47

443 MILL POND DR	04/17/2014	\$281,128.00	LBL9301		
SAN JOSE	SKYLINE HOMES INC	\$281,128.00	ALLIANCE	15.1667 61.3333	1900.89
	BROOKSTONE	05/30/2014	MANUFACTURED HOMES INC	15.1667 64	\$147.89
<hr/>					
721 MILL STREAM DR	00/00/1979	\$35,500.00	LAJ6434		
SAN JOSE	SILVERCREST	\$106,000.00	ALLIANCE	12 60	1440
	SILVERCREST	05/27/2014	MANUFACTURED HOMES INC	12 60	\$73.61
<hr/>					
556 MILLPOND DR	00/00/1978	\$30,100.00	AAN4045		
SAN JOSE	LANCER	\$109,900.00	MAPS CREDIT UNION	12 62	1488
	LANCER	05/23/2014	ADVANTAGE HOMES	12 62	\$73.86
<hr/>					
	Original	Resale			
Total	\$1,653,228.00	\$3,365,328.00			
Average	\$78,725.14	\$160,253.71			
Max	\$301,800.00	\$301,800.00			
Min	\$22,900.00	\$5,500.00			
Avg \$SqFt	\$46.59	\$97.37			
Avg SqFt	1666	1666			
Number of records	21				

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **WALNUT MHP**

Report date : 5/18/2015

Park Address : 4320 S MONTEREY RD
SAN JOSE, CA 95111[See a Problem? Send us an Error Report.](#)

Spaces : 40

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
4320 MONTEREY HWY 19 SP 5 SAN JOSE	07/17/2014 CMH MANUFACTURING WEST INC CMH	\$37,575.00 \$90,000.00 09/08/2014	LBL9812	11.8333 43	508.83 \$176.88
4320 MONTEREY RD #22 SAN JOSE	00/00/1971 SKYLINE HILLCREST	\$4,700.00 \$10,000.00 07/03/2014	LAV5647	12 40	480 \$20.83

	Original	Resale
Total	\$42,275.00	\$100,000.00
Average	\$21,137.50	\$50,000.00
Max	\$37,575.00	\$90,000.00
Min	\$4,700.00	\$10,000.00
Avg \$SqFt	\$41.82	\$98.85
Avg SqFt	494	494
Number of records	2	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 5/18/2014 to 5/18/2015

Park Name : **BLUE BONNET MHP**

Report date : 5/18/2015

Park Address : 617 E EVELYN AVE
SUNNYVALE, CA 94086[See a Problem? Send us an Error Report.](#)

Spaces : 54

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
617 E EVELYN AVE 44 SUNNYVALE	11/08/1983 KAUFMAN/BROAD BAINBRIDGE	\$29,360.00 \$19,000.00 03/03/2015	LAD7583	13.8333 40	553.33 \$34.34
617 E EVELYN AVE SP 43 SUNNYVALE	03/23/1982 COMMODORE HM SYS BAYSHORE	\$27,020.00 \$62,900.00 12/31/2014	LAC7748	14 40	560 \$112.32
617 E EVELYN AVE SP 29 SUNNYVALE	00/00/1974 SKYLINE SKYLINE	\$8,500.00 \$39,000.00 11/25/2014	AAP6977 ALLIANCE MANUFACTURED HOMES INC	12 48	576 \$67.71

	Original	Resale
Total	\$64,880.00	\$120,900.00
Average	\$21,626.67	\$40,300.00
Max	\$29,360.00	\$62,900.00
Min	\$8,500.00	\$19,000.00
Avg \$SqFt	\$38.69	\$71.46
Avg SqFt	563	563
Number of records	3	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 7/16/2014 to 7/16/2015

Park Name : **WILLOW RANCH**

Report date : 7/16/2015

Park Address : 1111 MORSE AVE
SUNNYVALE, CA 94089[See a Problem? Send us an Error Report.](#)

Spaces : 236

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1111 MORSE AVE SP 50 SUNNYVALE	00/00/1975 ROYAL LANCER	\$24,900.00 \$127,500.00 06/03/2015	ABJ4605 21 ST MORTGAGE PAM'S HOMES, INC.	12 60 12 60	1440 \$88.54
1111 MORSE AVE 232 SUNNYVALE	00/00/1973 FARWEST FARWEST	\$14,100.00 \$120,000.00 05/22/2015	ABG3836 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	10 54 10 54	1080 \$111.11
1111 MORSE AVE SP 36 SUNNYVALE	00/00/1975 STURGIS GOLDEN AGE	\$21,300.00 \$120,000.00 04/17/2015	LBK8424 PAM'S HOMES, INC.	12 61 12 61	1464 \$81.97
1111 MORSE AVE SP 33 SUNNYVALE	04/26/2007 THE ANDREW KARSTEN CO INC ALLIANCE SERIES	\$212,490.00 \$249,000.00 04/17/2015	LBJ2776 PAM'S HOMES, INC.	14.8333 60 14.8333 52	1661.33 \$149.88
1111 MORSE AVE SP 25 SUNNYVALE	00/00/1975 LANCER COLONIAL	\$21,300.00 \$130,000.00 03/11/2015	AAN3967 PAM'S HOMES, INC.	12 61 12 61	1464 \$88.80
1111 MORSE AVE SP 43 SUNNYVALE	00/00/1975 SAHARA SAHARA	\$12,900.00 \$150,000.00 03/06/2015	ABF1560	12 56 12 56	1344 \$111.61
1111 MORSE AVE SP 180 SUNNYVALE	09/10/2007 THE ANDREW KARSTEN CO INC ALLIANCE SERIES	\$234,000.00 \$285,000.00 12/05/2014	LBJ5652 PAM'S HOMES, INC.	14.8333 60 14.8333 52	1661.33 \$171.55
1111 MORSE AVE 220 SUNNYVALE	06/07/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$228,096.00 \$271,000.00 11/25/2014	LB15968 21ST MORTGAGE CORP PAM'S HOMES, INC.	15.5 60 14.8333 60	1820 \$148.90
1111 MORSE AVE SP 49 SUNNYVALE	08/12/2014 SKYLINE HOMES INC BROOKSTONE	\$289,000.00 \$289,000.00 11/21/2014	LBM1971 ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES	15.1667 62 15.1667 60.6667	1860.44 \$155.34

INC					
1111 MORSE AVE SP 105 SUNNYVALE	00/00/1974 DUALWIDE DUALWIDE	\$27,700.00 \$125,000.00 11/21/2014	ABJ6293 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	12 60 12 60	1440 \$86.81
1111 MORSE AVE SP 118 SUNNYVALE	00/00/1976 GOLDEN WEST GOLDEN WEST	\$10,100.00 \$99,000.00 10/16/2014	AAU2633 21ST MORTGAGE CORP ADVANTAGE HOMES	12 64 12 64	1536 \$64.45
1111 MORSE AVE SP 63 SUNNYVALE	LANCER GOLDEN CREST	\$21,700.00 \$139,500.00 10/10/2014	AAH9452 BANK OF THE WEST PAM'S HOMES, INC.	12 60 12 60	1440 \$96.88
1111 MORSE AVE SP 71 SUNNYVALE	00/00/1975 DUALWIDE CHATEAU	\$26,100.00 \$135,000.00 09/30/2014	LBK4670 PAM'S HOMES, INC.	12 62 12 62	1488 \$90.73
1111 MORSE AVE SP 18 SUNNYVALE	00/00/1975 GOLDEN AGE	\$25,300.00 \$110,000.00 09/08/2014	ABG7487 PAM'S HOMES, INC.	12 66 12 66	1584 \$69.44
1111 MORSE AVE SP 168 SUNNYVALE	08/19/2005 DELAWARE WESTERN HOMES CORP SILVER CREST	\$219,082.00 \$290,000.00 08/28/2014	LBH6849 CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	15.5 60 14.8333 52	1701.33 \$170.45
1111 MORSE AVE SP 158 SUNNYVALE	04/25/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$284,000.00 \$284,000.00 07/30/2014	LBL9936 ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$159.55
1111 MORSE AVE SP 40 SUNNYVALE	05/14/2014 SKYLINE HOMES INC SUMMERHILL LIMITED	\$297,000.00 \$297,000.00 07/24/2014	LBL9981 ALLIANCE MANUFACTURED HOMES INC	10 60 12 60 10 60	1920 \$154.69
1111 MORSE AVE SP 51 SUNNYVALE	00/00/1974 GOLDEN WEST	\$24,500.00 \$79,900.00 07/18/2014	ABA2201 ADVANTAGE HOMES	12 60 12 60	1440 \$55.49
	Original	Resale			
Total	\$1,993,568.00	\$3,300,900.00			
Average	\$110,753.78	\$183,383.33			
Max	\$297,000.00	\$297,000.00			
Min	\$10,100.00	\$79,900.00			
Avg \$SqFt	\$64.05	\$114.23			
Avg SqFt	1562	1562			

Number of records	18
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Appendix 23

Recreational Vehicle Spaces Available

SUNNYVALE, SANTA CLARA (and some nearby), 5-2-2015 - rechecked 5-10-15

[illegible]

FREMONT

[illegible]

Appendix 24

Aerial Overview of the Park Layout

Nick's Trailer Ct - Resident Layout



13/44 = 30% Uninhabited
17/44 = 39% In Control

Appendix 25

Director's List of Qualified Mobilehome Appraisers

Mobile Home Park Appraisers

Beccaria & Weber

Services Offered: Resident Appraisals – Commercial Appraisals – Real Estate Brokerage – Property Management – Asset Management
830-F Bay Ave,
Capitola, CA 95010
(831) 462-1406

Appraisal Services - California

Services Offered: Mobile Homes - Manufactured Homes - Modular Homes
Appraisals - Inspections - Value Reports
Purchase Financing - Refinancing - Estates - Repossessions
1975 Hamilton Avenue # 25, San Jose, CA 95125
Phone: (408) 371-2066

Benchmark Appraisals - California

Services Offered: Mobile Homes - Manufactured Homes - Modular Homes
Appraisals - Inspections - Value Reports
Purchase Financing - Refinancing - Estates - Repossessions
371 Sobrato Dr., Campbell, CA 95008
Phone: 408-374-8484

The Meridian Valuation Group - California

Services Offered:
Mobile Homes - Manufactured Homes - Modular Homes
Appraisals - Inspections - Value Reports
Purchase Financing - Refinancing - Estates - Repossessions
2021 The Alameda, Suite 370, San Jose, CA 95126
Phone: 408-261-4300
Fax: 408-247-7157

M&C Appraisals - California

Services Offered: Mobile Homes - Manufactured Homes - Modular Homes
Appraisals - Inspections - Value Reports
Purchase Financing - Refinancing - Estates - Repossessions
6084 Dunn Ave
San Jose, CA 95123
Phone: (408) 876-4881
Phone: (408) 828-3009
Fax: (408) 649-5324

Rivkin Appraisal Group - California

Services Offered: Mobile Homes - Manufactured Homes - Modular Homes

Appraisals - Inspections - Value Reports

Purchase Financing - Refinancing - Estates - Repossessions

2787 Moorpark Ave, Suite 200, San Jose, CA 95128

Phone: 408-296-8000

Fax: 408-715-0148

Appendix 27

Appraiser's Scope of Work

SCOPE OF THE APPRAISAL:

1. PROBLEM TO BE SOLVED: *A valuation is to be completed for each unit identified by the client. The appraisals are to be based upon an "in place" market value. Based upon Ordinance No. 2983-12, 19.72.020 Definitions (6), the "in place" value means the value of the mobile home in its current condition, without regard to the possible park closure. Furthermore, in 19.72.080. (d) (2) (D), the ordinance states the following:*

"If the appraisers identify lack of maintenance, deferred maintenance, and or deterioration of the subject park which negatively affects the value of a mobile home, the appraiser shall determine the value of the home with an upward adjustment in value if necessary to eliminate the negative affect in value caused by the lack of maintenance, deferred maintenance or deterioration, normal wear and tear accepted.

The valuation of personal property type residential properties, (mobile and manufactured homes situated in fee simple rental parks), generally utilizes the Cost Approach and the Sales Comparison Approach (Market Data Approach). There is typically insufficient data to abstract a Gross Rent Multiplier and develop the Income Approach as a valuation method.

The subject units are owner occupied and are not income producing properties. For these reasons, the Income Approach will not be utilized.

In the Cost Approach, two components of value, the depreciated value of the home in place in the park and the leasehold value for the specific location of the home, both personal property, are developed. Depreciated replacement costs for the home are generally obtained from the Marshall & Swift Valuation Service cost tables or from the NADA guide or Kelly Blue Book for the recreational vehicles or other such data service. This approach is considered to be relevant and will be developed in this analysis as a supportive measure.

In the Sales Comparison Approach, sales data are obtained from the local multiple listing service and the "Comp Report" which provides sales data from the State of California. In addition sales data of recreational vehicles in the park will likely be provided by the park residents and the park management. The appraiser will also research sales data for homes in competing parks including recreational vehicle sales. This type of information is not published on a data service, so developing this type of information can be very time consuming. This approach will be developed and is considered to be the most appropriate valuation method for the subject property.

Disclosure of the Scope of Work: The following steps will be followed in arriving at the final estimate of value to be included in the appraisal report of the subject property:

1. After receiving the assignment, a preliminary search of available resources was made to determine market trends, influences and other significant factors pertinent to the subject property.
2. The subject property was physically viewed on the exterior and the interior, and photographed. Although due diligence was exercised during the viewing, the appraiser is not an expert in such matters as pest control, structural engineering, hazardous waste, or construction, and no warranty is stated or implied as to these or other elements outside the analysis of market data. Inspections by appropriately licensed professionals within these fields may be recommended with the final estimate of market value, subject to their respective findings. A viewing of the park and the neighborhood surrounding the park was performed.
3. A more detailed review of data collected was performed, with the more relevant information considered for this report.
4. A highest and best use analysis was developed utilizing the hypothetical condition that the highest and best use of the park land to be the continued present use as a fee simple rental park. A Hypothetical Condition is one which is contrary to what exists but is supposed for the purpose of analysis. Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. The highest and best use of the mobile home park land is likely an alternate use. The park ownership is presently pursuing closing the park. The "in place or on site" market value shall be determined after consideration of relevant factors, including the value of the mobile home or travel trailer in its current location, assuming the continuation of the mobile home park, and not considering the effect of the change of use on the value of the mobile home or travel trailer.
5. The appraisal report was then completed in accordance with standards dictated by the Appraisal Foundation in the Uniform Standards of Professional Appraisal Practices (USPAP). The report includes sufficient data needed to lead the reader to a similar conclusion of market value.
6. The bedroom count for the unit as originally built at the factory is to be provided as specific additional information for the client where possible to do so.
7. The appraisal was then delivered to the client, which constituted the completion of the assignment.

QUALIFICATIONS OF THE REALTOR/APPRaiser**David F. Beccaria MBA, IFAS, IFA, ASA, MRICS, GAA, RAA, REALTOR****AREAS OF EXPERIENCE:**

I have a broad background in Real Estate Appraisal, Real Estate Sales, and Property Management.

Real Estate Appraisal: My experience includes appraising single family residences, manufactured homes, lots, acreage, condominiums, 2-4 units, 5+ units, apartment complexes, improved land, income, industrial, and commercial property. I have extensive experience appraising mobile and manufactured homes on private property and in mobile home parks. Other appraisal experience includes review, relocation, bank-real estate owned(foreclosure) assignments, I am also **FHA approved**. I have completed or supervised the completion of more than 7,500 appraisal reports since 1989.

Specialty Appraisal Experience: Specialty experience includes the appraisal of mobile home parks and recreational vehicle parks. I have been selected as "Chief Appraiser" for numerous mobile home park closure assignments and appraisal assignments related to the conversion of mobile home parks to resident ownership. I have successfully completed in excess of 20 RCS (Rent Comparability Studies) throughout Northern California. Other appraisal experience includes casualty loss, litigation support, estate, gift, and partnership dissolution. I have also testified at rent control hearings and prepared Rent Studies for mobile home parks.

Litigation, Retrospective, and Forensic Appraisal: My appraisal work has been accepted in Santa Cruz, Santa Clara, and Monterey County Superior Courts. I have completed numerous Partial Interest Valuations. I have written well documented appraisal reports for casualty loss, litigation support, estate, gift, and partnership dissolution. I have completed retrospective valuations dating back to the 1960's for both estate and litigation related purposes.

I was appointed as a "Referee" for a partition action in Santa Cruz County Superior Court – Case No. CV 148151 and during the course of my engagement I supervised the liquidation of in excess of 20 properties. I was discharged in August of 2013 after successful completion of the assignment.

I have consistently completed appraisals for assessment appeals successfully, some of them with very substantial benefit to the property owner

Real Estate Brokerage: I have also been involved in Real Estate Brokerage since 1979. My experience includes residential and commercial real estate sales, leasing, & property management. I have been involved as either a listing or selling agent in over 375 transactions and have personally written in excess of 1,000 leases. I have assisted as the real estate agent in the successful completion of numerous IRS Section 1031 tax deferred exchanges for many of my investor clients. I have also handled the liquidation of in excess of 50 REO (Lender Owned) properties.

Geographic Areas of Service: I have completed narrative appraisal reports in Alameda, Monterey, Mendocino, Napa, San Benito, San Bernardino, San Francisco, San Joaquin, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, and Sonoma Counties. I have also handled real estate sales transactions in Santa Cruz, Monterey, Santa Clara, and San Benito Counties.

QUALIFICATIONS CONTINUED**WORK EXPERIENCE:**

1-11 – Present. **Chief Executive Officer. Beccaria & Weber, Inc.** 830-F Bay Ave., Capitola, CA 95010.

Duties Include: Real Estate Appraisal (Commercial and Residential), Real Estate Brokerage (Commercial and Residential), Asset Management, and Business Development. I specialize in appraisal assignments for litigation, partnership dissolution, estate planning, and other legal related appraisal assignments.

8-87 to 12-11. **Owner. David F. Beccaria & Associates.** 830-F Bay Ave. Capitola, CA 95010.

Duties Included: Real Estate Appraisal (Commercial and Residential), Real Estate Brokerage (Commercial and Residential), and Property Management.

11-78 to 8-87. **Broker-Associate. Wellington Realtors.** 830-A Bay Avenue, Capitola, CA 95010.

Duties Included: Real Estate Sales (Commercial and Residential) and Property Management.

EDUCATION: 1970-1973. Graduated from *Soquel High School*.

1973-1977. Graduated from *Santa Clara University* with a Bachelor of Science in Commerce and a Major in Finance.

1977-1981. Graduated from *Golden Gate University* with an Master of Business Administration in Real Estate.

CALIFORNIA REAL ESTATE APPRAISAL CERTIFICATION:

Certified General Real Estate Appraiser in the State of California. CA # AG001943. Certified through 3-3-2017. I received a Certified General Real Estate Appraiser License in 2003 with State review of four of my narrative appraisal reports and successfully passing the Certified General Real Estate Appraisal Exam. I received a Certified Residential Real Estate Appraisal License in 1991 after successfully passing the Certified Residential Real Estate Appraisal Exam.

CALIFORNIA REAL ESTATE BROKER'S LICENSE:

I have been a licensed California **Real Estate Broker** since January of 1979. Department of Real Estate License #:00658104, licensed through 1-1-2019.

QUALIFICATIONS CONTINUED-AFFILIATIONS**NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS¹:**

The N.A.I.F.A. is an Appraisal Sponsor of the Appraisal Foundation and is one of the eight original sponsoring members of the Foundation. My Member Number is #13282. I completed the requirements for the IFAS designation and the Certified General Real Estate Appraiser License in early 2003 by completing about 30 narrative appraisal reports under the direct supervision of other senior members over about an 11-year period. I also completed the NAIFA comprehensive written examination and submitted demonstration appraisal reports for both the IFA and the IFAS designations.

DESIGNATIONS

IFAS – Senior Member in the National Association of Independent Fee Appraisers.

IFA – Residential Member in the National Association of Independent Fee Appraisers.

NAIFA CENTRAL CALIFORNIA COAST CHAPTER SERVICE

Served as *President* of the Central California Coast Chapter for the 95/96 and the 96/97 terms.

Served as *Vice President* of the Central California Coast Chapter for about 10 years.

Served as *Education Coordinator* of the Central California Coast Chapter for about 15 years.

During my term as Education Coordinator I personally organized in excess of 40 appraisal seminars for the Central CA Coast Chapter of NAIFA.

AWARDS

SELECTED NAIFA "CALIFORNIA APPRAISER OF THE YEAR" IN 2002.

RECEIVED A PLAQUE FOR SERVICE TO THE CENTRAL COAST CHAPTER IN 1999.

MEMBER OF THE "QUARTER CENTURY CLUB" FOR CONTINUOUS MEMBERSHIP IN N.A.I.F.A. FOR 25 YEARS OR MORE.

ROYAL INSTITUTION OF CHARTERED SURVEYORS²:

I am a Member of the Royal Institution of Chartered Surveyors (RICS). The RICS is an International Sponsor of the Appraisal Foundation. My member number is #5607161. I hold both the designation MRICS from RICS and the title Chartered Valuation Surveyor from RICS.

MRICS - I Received the MRICS Designation in January of 2011.

CHARTERED VALUATION SURVEYOR - Received in January of 2011.

- 1 The National Association of Independent Fee Appraisers was founded in 1961 as a non-profit association of professional real estate appraisers. It is an original Appraisal Sponsor of the Appraisal Foundation.
- 2 The Royal Institution of Chartered Surveyors is an International Appraisal Sponsor of the Appraisal Foundation.

QUALIFICATIONS CONTINUED-AFFILIATIONS**NATIONAL ASSOCIATION OF REALTORS³:**

“REALTOR” in the National Association of Realtors (NAR), the National Association of Realtors Appraisal Section, the California Association of Realtors(CAR), and the Santa Cruz Association of Realtors(SCAOR). I have been a continuous member NAR, CAR, and the SCAOR since January of 1979. I have served on the Grievance Committee, the Finance Committee, and the Board of Directors for the Santa Cruz Association of Realtors.

Served on the Board of Directors for the Santa Cruz Association of Realtors in 1985.

Recognized for 20 years of membership in the SCAOR in 2000.

Recognized for 25 years of membership in the SCAOR in 2004.

Founding Member of the National Association of Realtors Appraisal Section.

“GAA”-General Accredited Appraiser in the NAR Appraisal Section #4909.

The requirements for the GAA Designation are as follows:

- *State Certified General Appraiser.
- *60 hours of tested appraisal course work in addition to The Appraisal Foundation's education requirement for general certification.
- *Minimum of 1,000 hours of experience in addition to the general certification requirement.
- *Member of the National Association of Realtors.

"RAA"-Residential Accredited Appraiser in the NAR Appraisal Section #36.

The requirements for the RAA Designation are as follows:

- *State Certified Residential Appraiser.
- *45 hours of tested appraisal course work in addition to The Appraisal Foundation's education requirement for residential certification.
- *Minimum of 1,000 hours experience in addition to the residential certification requirement.
- *Member of the National Association of Realtors.

AMERICAN SOCIETY OF APPRAISERS⁴:

I earned the ASA designation (Accredited Senior Appraiser) in the American Society of Appraisers having met their criteria for advancement on March 26th, 2014. My advancement was approved by their International Board of Examiners. The ASA is an Appraisal Sponsor of the Appraisal Foundation.

“ASA” - Accredited Senior Appraiser in the American Society of Appraisers

³ The National Association of Realtors is an Affiliate Sponsor of the Appraisal Foundation.

⁴ The American Society of Appraisers is the largest multi-discipline organization representing appraisers. The society was founded in 1936 and is one of the eight major appraisal groups that founded the Appraisal Foundation.

QUALIFICATIONS CONTINUED-NAIFA COURSES COMPLETED

I have taken the following courses through the National Association of Independent Fee Appraisers⁵ as live classroom courses.

COURSE	PROVIDER	DATE	HOURS
1.2A Market Abstraction Review.	N.A.I.F.A.	10/17/02.	4 hours.
1.3 Basic Construction Terminology.	N.A.I.F.A.	11/4/99.	4 hours.
1.3D Home Inspections: Common Defects.	N.A.I.F.A.	3/21/03.	4 hours.
1.5 Residential Analysis for Small Income Properties.	N.A.I.F.A.	2/7 - 2/8/06.	15 hours.
2.0 Financial Analysis of Income Properties.	N.A.I.F.A.	1/14-15/99.	15 hours.
2.1A Basic Commercial Review.	N.A.I.F.A.	11/5/99.	4 hours.
2.3A Litigation Support.	N.A.I.F.A.	3/23-24/00.	15 hours.
2.9 Capitalization Rates.	N.A.I.F.A.	11/12/04.	8 hours.
3.0A Valuation of Landscape Improvements.	N.A.I.F.A.	2/21/03.	8 hours.
4.0 Applying the Marshall & Swift Cost Service.	N.A.I.F.A.	4/21/89.	7 hours.
4.4A Relocation Seminar.	N.A.I.F.A.	3/21/03.	4 hours.
4.5D The URAR Appraisal Review	N.A.I.F.A.	2/3/04.	2 hours.
4.6A Reviewing Residential Appraisals.	N.A.I.F.A.	9/10/09.	7 hours.
4.6B Advanced Review Techniques.	N.A.I.F.A.	9/11/09.	7 hours.
4.7 Basic Residential HUD App. Requirements.	N.A.I.F.A.	7/15/99.	7 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	11/13-14/90.	15 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	10/8-9/98.	15 hours.
5.0 Professional Standards of Practice.	N.A.I.F.A.	2/21-22/02.	15 hours.
5.0A Standards Review.	N.A.I.F.A.	4/20/01.	8 hours.
5.0B Limited Appraisals & USPAP.	N.A.I.F.A.	7/15/94.	8 hours
5.0F Ethics.	N.A.I.F.A.	11/7/06.	2 hours.
5.2A Fair Lending Requirements Seminar.	N.A.I.F.A.	5/3/02.	4 hours.
5.3 Scope of Work	N.A.I.F.A.	2/19/04.	8 hours
6.7 The Cost Approach for Residential Properties.	N.A.I.F.A.	2/9/07.	7 hours.
8.2 Land Use.	N.A.I.F.A.	3/29/96.	7 hours.
8.3 Is the Comparable Comparable.	N.A.I.F.A.	5/5/95.	8 hours
9.0 Concepts, Terminology, and Techniques.	N.A.I.F.A.	9/16-19/91.	30 hours.
9.8 2005 Fannie Mae Forms.	N.A.I.F.A.	9/23/05.	8 hours.
11.8A Calculating G.L.A. Using ANSI Stand.	N.A.I.F.A.	10/17/02.	4 hours.
15.7A Valuing Undivided Fractional Interest.	N.A.I.F.A.	5/3/02.	4 hours.
19.1 Appraiser's Guide to Environmental Issues.	N.A.I.F.A.	3/13/08.	7 hours.
99.7A Blueprint Reading.	N.A.I.F.A.	10/24/03.	4 hours.
Institutional Fraud.	N.A.I.F.A.	4/9/09.	4 hours.
FHA Current Appraisal Requirements.	N.A.I.F.A.	11/8/08.	7 hours.

⁵ The National Association of Independent Fee Appraisers was established in 1961 as a non profit association of professional real estate appraisers and is one of the original Appraisal Sponsors of the Appraisal Foundation.

QUALIFICATIONS CONTINUED**Qualifications Continued – Other Seminars**

Appraising in a Dynamic Market.	Appraisal Training.	3/21/12.	2 Hours.
U.S.P.A.P. Update Course.	Appraisal Training.	3/21/2012.	7 Hours.
UAD & General Purpose Appraisal Reports.	Appraisal Training.	8/9/11.	7 hours.
Market Segmentation & Supporting Trends.	Appraisal Training.	4/6/11.	7 hours.
National USPAP Update Course.	Appraisal Training.	4/8/10.	7 Hours.
Residential Report Writing.	Appraisal Training.	7/12/09.	7 Hours.
Understanding Highest and Best Use.	Appraisal Training.	10/17/2012.	4 Hours.
Laws & Regulations for CA Appraisers.	Appraisal Training.	10/17/2012.	4 Hours.
U.S.P.A.P. - Update.	Appraisal Training.	3/26/06.	7 Hours.
CYA.	Elliott Schultz Appraisal.	4/8/10.	2 Hours.
36 th Annual Monterey Bay Appraisal Seminar.	MBAS.	5/11/96.	8 hours.
46 th Annual Monterey Bay Appraisal Seminar.	MBAS.	4/30/05.	7 Hours.
Appraising Manufactured Homes.	Nelson Hummel.	10/23/95.	7.5 Hours.
Appraisal Techniques.	Western Schools.	10/27/89.	21 Hours.
Estimating Loss in Value.	Appraisal Institute.	10/5/07.	4 Hours.
National USPAP Update Course 2014-2015	McKissock.	11/20/13.	7 Hours.
California Appraisal Laws and Regulations.	Kaplan	7/18/14.	4 Hours.

Graduate School Courses in Real Estate, Appraisal, Marketing, and Management:

Fall 1977.	45 hours.	RE200 Real Estate Concepts.	Golden Gate University.
Fall 1977.	45 hours.	RE202 Valuation of Real Estate.	Golden Gate University.
Fall 1977.	45 hours.	RE203 Taxation of Real Estate.	Golden Gate University.
Spring 1978.	45 hours.	RE201 Financial Analysis for Real Estate.	Golden Gate University.
Spring 1978.	45 hours.	RE204 Topics of Real Estate Law.	Golden Gate University.
Fall 1979.	45 hours.	HR240 Human Problems Administration.	Golden Gate University.
Spring 1980.	45 hours.	GM278 Management Sml. Ent.	Golden Gate University.
Summer 1980.	45 hours.	MA230 Marketing Management.	Golden Gate University.
Spring 1981.	45 hours.	MA334 International Marketing.	Golden Gate University.
Summer 1981.	45 hours.	GM363 Operations Management.	Golden Gate University.

Undergraduate School Courses in Real Estate, Finance, Economics, Statistics and Related Topics:

Spring 1977.	48 hours.	RE50 Real Estate Principles.	Foothill College.
1974-1975.	ECON 001.	Principles of Economics.	Santa Clara University.
1974-1975.	ECON 002.	Principles of Economics.	Santa Clara University.
1974-1975.	QNTV 040.	Statistics.	Santa Clara University.
1974-1975.	ACTG 001.	Fundamentals of Accounting.	Santa Clara University.
1974-1975.	ACTG 003.	Managerial Accounting.	Santa Clara University.
1975-1976.	ACTG 130.	Intermediate Accounting.	Santa Clara University.
1975-1976.	QNTV 100.	Quantitative Methods.	Santa Clara University.
1975-1976.	FIN 121.	Financial Management.	Santa Clara University.
1975-1976.	FIN 125.	Financial Policy.	Santa Clara University.
1976-1976.	MKTG 181.	Principles of Marketing.	Santa Clara University.
1976-1977.	ECON 114.	Microeconomics 1.	Santa Clara University.
1976-1977.	FIN 124.	Investments.	Santa Clara University.
1976-1977.	FIN 126.	Dynamic Financial Systems.	Santa Clara University.
1976-1977.	FIN 129.	Sen. Financial Sem.	Santa Clara University.
1976-1977.	FIN 150.	Life Insurance.	Santa Clara University.

QUALIFICATIONS CONTINUED**Other Education:**

12/9/1978. Certificate of Completion. Anthony Schools of San Francisco. Real Estate Broker License Course.

3/14/1984. Certificate of Completion. First Interstate Bank of California. Financial Management of the Closely Held Business.

Professional Realty Institute:

Course 111. Investment Property Analysis. 9/14/2007. Santa Cruz Association of Realtors.

The CE Shop Inc. (California Association of Realtors - Broker License Renewal Education)

12/27/2013.	3 Hours.	Anatomy of a Commercial Building.	California Association of Realtors.
12/27/2013.	3 Hours.	Determining the Value of Commercial Properties.	California Association of Realtors.
12/27/2013.	3 Hours.	The Fundamentals of Commercial Real Estate.	California Association of Realtors.
12/30/2013.	3 Hours.	Client Advocacy in Commercial Real Estate.	California Association of Realtors.
01/02/2014.	3 Hours.	Investment Strategies in Commercial Real Estate.	California Association of Realtors.
01/02/2014.	3 Hours.	Commercial Landlord Representation.	California Association of Realtors.
01/02/2014.	3 Hours.	Online Risk Management.	California Association of Realtors.
01/03/2014.	3 Hours.	Sign Here: Contract Law on E-Signatures.	California Association of Realtors.
04/03/2014.	3 Hours.	California Agency.	California Association of Realtors.
07/04/2014.	3 Hours.	California Fair Housing.	California Association of Realtors.
07/05/2014.	6 Hours.	Foundation of Real Estate Finance.	California Association of Realtors.
07/05/2014.	3 Hours.	Hot Market Strategies California.	California Association of Realtors.
07/15/2014.	3 Hours.	California Ethics.	California Association of Realtors.
07/15/2014.	3 Hours.	California Trust Fund Handling.	California Association of Realtors.

Appendix 28

Average Rent Data

6-18-2015 Craigslist.com posting search for median prices of apartments

SUNNYVALE

Unit Type	Price	Sq/Ft	Deposit	Notes	Averages per unit	
Studio	\$1,595	420	\$400	older complex		
Studio/Jr 1-be	\$1,495	453	\$400			
Studio	\$1,695		\$500			
Studio	\$1,700			has a pool, cupertino schools, wood floors		
Studio/Jr 1-be	\$1,850		\$1,000	nicer complex	*Note: HUD based on County Data of FMR HUD Studio \$1,213	
Studio	\$1,950	410		remodeled, nice complex		
	\$1,714				Studio Average:	\$1,714

1-Bedroom	\$1,650	500	\$400	older complex		
1-Bedroom	\$1,695		\$1,500	older complex		
1-Bedroom	\$1,775	625	\$750	remodeled		
1-Bedroom	\$1,795	653	\$500	midrange, good location.		
1-Bedroom	\$1,895		\$1,000	older but nicely maintained. Has pool.		
1-Bedroom	\$1,895			six-plex		
1-Bedroom	\$1,995	750	\$1,000	nicer complex	HUD 1-Bdrm	\$1,419
	\$1,814				1-Bedroom Avg:	\$1,814

2-Bedroom	\$1,900		\$1,600	six-plex, remodeled, cupertino schools, need good credit		
2-Bedroom	\$1,975	850	\$1,975	four-plex, cupertino schools		
2-Bedroom	\$2,150	700	\$1,500	remodeled, cupertino schools		
2-Bedroom	\$2,250		\$2,000	duplex		
2-Bedroom	\$2,395	825		has laundry in unit		
2-Bedroom	\$2,395				HUD 2-Bdrm	\$1,809
	\$2,178				2-Bedroom Avg:	\$2,178

\$2,250

3-Bedroom	\$2,200		\$2,200	duplex near Evelyn		
3-Bedroom	\$2,795		\$1,000	has a pool		
3-Bedroom	\$2,850	1100		close to MV, near Evelyn		
3-Bedroom	\$2,895		\$1,000	older complex, no pool	HUD 3-Bdrm	\$2,551
	\$2,685				3-Bedroom Avg:	\$2,685

6-25-2015 Craigslist.com posting search for median prices of apartments

SUNNYVALE

Unit Type	Price	Sq/Ft	Deposit	Notes	Averages per unit	
Studio	\$1,500		\$1,500	Private entrance part of a SFH		
Studio	\$1,625			It lists \$99 holding deposit		
Studio	\$1,850	528		Larger, considered jr 1-bedroom		
Studio	\$1,925	530		nicely updated, carport parking		
Studio	\$1,980	530		Luxury, has pool, tennis, fitness studio	HUD Studio	\$1,213
Studio	\$2,091	407		has a pool, hardwood floors	Studio Average:	\$1,714
	\$1,829				Studio Average	\$1,829
1-Bedroom	\$1,695		\$1,500	Older but nice, not luxury		
1-Bedroom	\$1,800	700	\$1,800	4-plex		
1-Bedroom	\$1,895		\$1,000	has a pool, but unit not luxury		
1-Bedroom	\$2,150	529	\$3,500	Nicely remodeled.	HUD 1-Bdrm	\$1,419
1-Bedroom	\$1,920	483		Older but nice, not luxury	1-Bedroom Avg:	\$1,814
	\$1,892				Studio Average	\$1,892
2- Bedroom	\$1,950	725	\$1,950	Near DT, hardwood floors, carport		
2-Bedroom	\$1,975	850	\$1,975	4-plex		
2-Bedroom	\$2,193	730		Nicer/luxury, has tennis, pool		
2-Bedroom	\$2,200	850	\$1,000	Older complex, need credit check.	HUD 2-Bdrm	\$1,809
2-Bedroom	\$2,250	875		has a pool but unit older	2-Bedroom Avg:	\$2,178
	\$2,114				Studio Average	\$2,114
3-Bedroom	\$2,795		\$1,000	3/1.5, shared pool		
3-Bedroom	\$2,798		\$1,000	remodeled, older complex		
3-Bedroom	\$2,850	1100		remodeled, 1 yr lease wanted	HUD 3-Bdrm	\$2,551
3-Bedroom	\$2,895		\$2,895	remodeled, older complex. Upstairs unit.	3-Bedroom Avg:	\$2,685
	\$2,835				Studio Average	\$2,835

Previous 6/18

Previous 6/18

Previous 6/18

Previous 6/18

Averages:

REAL FACTS

SV Real Facts Q1 2015	Average
Studio:	\$1,774
1-bedroom	\$2,284
2-bedroom	\$2,479
3-bedroom	\$3,447

CRAIGSLIST

CL SV Data:	Average
Studio:	\$1,772
1-bedroom	\$1,853
2-bedroom	\$2,146
3-bedroom	\$2,760

CL Averages

Studio	1	2	3
\$1,714	\$1,814	\$2,178	\$2,685
\$1,829	\$1,892	\$2,114	\$2,835
\$1,772	\$1,853	\$2,146	\$2,760

Average Between Real Facts and CL SV Data:

Studio	\$1,774	1-bedroom	\$2,284	2-bedroom	\$2,479	3-bedroom	\$3,447
	\$1,772		\$1,853		\$2,146		\$2,760
	\$1,773		\$2,069		\$2,313		\$3,104

MEDIAN	\$1,774		\$2,284		\$2,479		\$3,447
	\$1,772		\$1,853		\$2,146		\$2,760
	\$1,773		\$2,069		\$2,313		\$3,104

	\$1,714	\$1,814	\$2,178	\$2,685
	\$1,829	\$1,892	\$2,114	\$2,835
MEDIAN	\$1,772	\$1,853	\$2,146	\$2,760
AVERAGE	1773	2069	2313	3104

Appendix 29

Calculations for Rent Subsidy

CALCULATIONS

Rents Used for Option 1 and 2	Studio	1-bedroom	2-bedroom	3-bedroom
Option 1 - Average Sunnyvale Rents*	\$ 1,773.00	\$ 2,069.00	\$ 2,313.00	\$ 3,104.00
Option 2 - Estimated New Rents**	\$ 1,418.00	\$ 1,655.00	\$ 1,850.00	\$ 2,483.00

*Based on current rent listings from Craigslist.org and Real Facts data as shown in appendix 28, not to exceed amounts shown

**Based on 80% of Average Sunnyvale Rents

	Studio	1-bedroom	2-bedroom	3-bedroom
Bonus Amount*	\$ 4,272.00	\$ 4,968.00	\$ 5,568.00	\$ 7,464.00

*Available for Option 2, only if tenant selects Option 2 Lump Sum within 60 days after approval of CIR

TOTAL RENT SUBSIDY FOR OWNERS:

OPTION 1 - FULLY VERIFIED	Studio	1-bedroom	2-bedroom	3-bedroom	Option 1: FULLY VERIFIED
Average Sunnyvale Rents	\$ 1,773.00	\$ 2,069.00	\$ 2,313.00	\$ 3,104.00	Based on actual rent of tenant's unit, not to exceed amounts shown
Average Current Rent in Park	\$ (969.00)	\$ (969.00)	\$ (969.00)	\$ (969.00)	Based on average of tenant's current rent in park
Monthly Subsidy	\$ 804.00	\$ 1,100.00	\$ 1,344.00	\$ 2,135.00	New rent minus current rent
Total Rent Subsidy	\$ 19,296.00	\$ 26,400.00	\$ 32,256.00	\$ 51,240.00	Monthly subsidy x 24

OPTION 2 - LUMP SUM	Studio	1-bedroom	2-bedroom	3-bedroom	Option 3: Lump sum
Estimated New Rent	\$ 1,418.00	\$ 1,655.00	\$ 1,850.00	\$ 2,483.00	Based on "Estimated New Rent" of unit of the same size as tenant's unit in park
Average Current Rent in Park	\$ (969.00)	\$ (969.00)	\$ (969.00)	\$ (969.00)	Based on average of tenant's current rent in park
Monthly Subsidy	\$ 449.00	\$ 686.00	\$ 881.00	\$ 1,514.00	Estimated New Rent minus Current Rent
Total Rent Subsidy	\$ 10,776.00	\$ 16,464.00	\$ 21,144.00	\$ 36,336.00	Lump Sum w/o bonus - Owner
Bonus	\$ 4,272.00	\$ 4,968.00	\$ 5,568.00	\$ 7,464.00	
Total Subsidy with Bonus	\$ 15,048.00	\$ 21,432.00	\$ 26,712.00	\$ 43,800.00	Lump Sum w/ bonus - Owner

TOTAL RENT SUBSIDY FOR RENTERS:

OPTION 1 - FULLY VERIFIED	Studio	1-bedroom	2-bedroom	3-bedroom	Option 1: FULLY VERIFIED
Average Sunnyvale Rents	\$ 1,773.00	\$ 2,069.00	\$ 2,313.00	\$ 3,104.00	Based on actual rent of tenant's unit, not to exceed amounts shown
Average Current Rent in Park	\$ (1,128.00)	\$ (1,128.00)	\$ (1,128.00)	\$ (1,128.00)	Based on average of tenant's current rent in park
Monthly Subsidy	\$ 645.00	\$ 941.00	\$ 1,185.00	\$ 1,976.00	New rent minus current rent
Total Rent Subsidy	\$ 15,480.00	\$ 22,584.00	\$ 28,440.00	\$ 47,424.00	Monthly subsidy x 24

OPTION 2 - LUMP SUM	Studio	1-bedroom	2-bedroom	3-bedroom	Option 2: Lump sum
Estimated New Rent	\$ 1,418.00	\$ 1,655.00	\$ 1,850.00	\$ 2,483.00	Based on "Estimated New Rent" of unit of the same size as tenant's unit in park
Average Current Rent in Park	\$ (1,128.00)	\$ (1,128.00)	\$ (1,128.00)	\$ (1,128.00)	Based on average of tenant's current rent in park
Monthly Subsidy	\$ 290.00	\$ 527.00	\$ 722.00	\$ 1,355.00	Estimated New Rent minus Current Rent
Total Rent Subsidy	\$ 6,960.00	\$ 12,648.00	\$ 17,328.00	\$ 32,520.00	Lump sum w/o bonus - Renter
Bonus	\$ 4,272.00	\$ 4,968.00	\$ 5,568.00	\$ 7,464.00	
Total Subsidy with Bonus	\$ 11,232.00	\$ 17,616.00	\$ 22,896.00	\$ 39,984.00	Lump Sum w/ bonus - Renter