

# **Blue Bonnet Mobile Home Park**

## **Conversion Impact Report**

**Submitted to the City of Sunnyvale**

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## INTRODUCTION

Blue Bonnet is a mobilehome park located at 617 East Evelyn Avenue in the City of Sunnyvale (hereinafter “Blue Bonnet” or “the Park”). This Conversion Impact Report (“CIR”) has been jointly prepared per Section 19.72.060 (b) of Chapter 19.72 (Mobile Home Park Conversions) of Title 19 (Zoning) of the Sunnyvale Municipal Code (“SMC”),<sup>1</sup> by Autotemp, Inc., the designated Relocation Specialist, by Attorney, Margaret Ecker Nanda, and Attorney, Erika Gasaway, on behalf of the Applicant, East Dunne Investors, LLC. Its purpose per SMC Section 19.72.050 is to set forth the information required under SMC Section 19.72.090, and to “adequately define and address the social and economic impacts of the proposed conversion on displaced residents and mobilehome owners, as required by the city council.” This CIR is further prepared in satisfaction of California state law, specifically Government Code Section 65863.7 which requires the filing of a report on the impact of conversion, closure or cessation of use of a mobilehome park upon the displaced residents of the park to be converted or closed.

## SECTION 1: PARK OWNER/APPLICANT; PARK RESIDENTS AND TENANTS; PARK DESCRIPTION; PARK HOMES; PARK HISTORY

### A. PARK OWNER/APPLICANT:

Chien-Nan Chuang and Sue Chuang, Trustees of the Chien-Nan Chuang and Sue Chuang Revocable Trust dated 2002 own the Park. For purposes of this document, references to the “Park Owner” shall be references to Sue Chuang. The Park Owner purchased the Park in April 2005. She acquired the Park from the Albert H. and Martha Simpson Family Trust. The “Applicant” is East Dunne Investors, LLC, the buyer under a Purchase and Sale Agreement to purchase the Park property from the Park Owner.

### B. PARK RESIDENTS AND TENANTS:

Pursuant to SMC Section 19.72.020(h) a “mobilehome owner” is defined as “The registered owner of a mobilehome, regardless of the number of such owners or the form of ownership, and who has the right to use a mobilehome space in the park.”

Under SMC Section 19.72.020(m) a “resident” is defined as, “a mobilehome owner who lives in the park or tenant.” Furthermore, the ordinance defines a “tenant” as, “a person

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<sup>1</sup> Hereinafter cited as SMC Section 19.72, *et seq.*, or by the terms “The Ordinance” or “Conversion Ordinance.”



who lives in a mobilehome or other dwelling within a park under a bona fide lease or agreement and who is not a mobilehome owner.”

As used in this CIR, the term “mobilehome owner” refers to those persons who own their homes at Blue Bonnet; the term “resident” refers more specifically to those mobilehome owners who reside in those homes at the Park; the term “tenant” refers to those who rent their homes from the Park pursuant to bona fide lease agreements; the term “subtenant” refers to those persons who rent their homes from a mobilehome owner pursuant to bona fide lease agreements. (Thus, subtenants as used in this CIR are included in the definition of “tenant” in the Ordinance.) Currently, there are 50 total occupied spaces at Blue Bonnet. Of those, 26 are residents, 21 are tenants, and 3 are subtenants.

Sixteen residents have self-reported that English is not their primary language. Eight speak Spanish, three speak Chinese/Mandarin, three speak Vietnamese, one speaks Thai and one speaks Ukrainian. Any written agreements entered into by those residents will be provided in their primary languages. As indicated throughout this CIR, translation services will be provided throughout the closure/conversion process.

#### C. PARK DESCRIPTION:

Blue Bonnet is licensed by the State of California, Department of Housing and Community Development (HCD), which has exclusive jurisdiction over the licensing, regulation and inspection of mobilehome parks. Blue Bonnet operates under an HCD operating permit for 54 spaces. Blue Bonnet’s HCD Park Id No. is 43-0002-MP. Blue Bonnet is located on 3.4 acres and in addition to the Park streets and mobilehome spaces, also contains a Park office, clubhouse, swimming pool, and laundry room.

The Housing Relocation Specialist, Debbie Martinez, who interviewed the Park residents earlier in 2016, collected data based on her impression that there are 55 spaces at the Park. The authors suspect this is because, for unknown reasons, there is no space numbered 50 at the Park. That number is simply skipped in the numbering of the spaces. For the sake of consistency with the Housing Relocation Specialist’s data only, this CIR treats Space 50 as “vacant” even though it does not exist.

#### D. PARK HOMES:

As detailed more fully in Section 11, all the homes at the Park are mobilehomes. The homes at Blue Bonnet are considered “mobilehomes” because they either meet the statutory definition of a mobilehome<sup>2</sup> and, or, because regardless of the type of unit,

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<sup>2</sup> See California Health & Safety Code Sections 18007 and 18008.

they have been situated on a space at Blue Bonnet for a period of more than nine months. California Civil Code Section 798.3, a provision of the Mobile home Residency Law provides that a mobilehome also includes trailers and other recreational vehicles of all types which are used for human habitation if, “The trailer or other recreational vehicle occupies a mobilehome site in the park for nine or more continuous months...”

All of the homes at Blue Bonnet have been situated in the Park for a period of nine months or more, and thus will be referred to throughout this report as “mobilehomes.”

#### E. PARK HISTORY:

Public records confirm that Blue Bonnet was constructed in 1960 by its owners, Lawrence H. Reed and Esther M. Reed. Prior to 1960, from 1939 to 1960 the property was an orchard. The site has continuously operated as a mobilehome park with 54 spaces for mobilehomes since 1960 under various owners. As stated earlier, Sue Chuang acquired the Park in 2005 and has owned and operated the Park since that date.

#### F. PARK MANAGEMENT DURING CLOSURE/CONVERSION PROCESS

In July 2016 the Applicant and Park Owner hired a new property management firm, Nave’ Consulting, to manage the Park during the transition, closure and conversion process. Nave’ Consulting is a locally owned and operated professional management services firm. Geri Nave, ‘the Principal of Nave’ Consulting, has over 30 years’ experience in managing mobilehome parks. Geri and her team will directly supervise the Park Resident Manager, Dewey Lamb, (Space 16) as well as all other aspects of the Park’s operation. Nave’ Consulting began their work at the Park in August 2016. Their expertise will be of great assistance to all the participants during this transition process.

### SECTION 2: INITIATION OF CONVERSION PROCESS

Pursuant to SMC Section 19.72.030 a park conversion can occur in three ways.

- (a) Conversion. This Chapter applies to any conversion of a mobilehome 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).

Pursuant to SMC Section 19.72.040, when an Applicant desires to convert a mobilehome park:

19.72.040. Notice of Intention to Convert.

(a) 90 Days' Notice of Intention. The applicant shall give a written notice of the intention to convert a mobilehome park at least 90 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 mobilehome 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 mobilehome 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.

On January 28, 2016, Sue Chuang as the Property Owner and East Dunne Investors LLC as the Applicant filed a Planning Division Application Form with the Community Development Department. See Appendix 1. On or about February 10, 2016, the City of Sunnyvale advised each Park "Resident of Blue Bonnet Mobile Home Park" that on January 28, 2016, the Park Owner had submitted an application to the City for review of a Conversion Impact Report. A copy of the letter, which was mailed by the City to the Park residents, is attached as Appendix 2. On that same date, February 10, 2016, the Park Owner caused to be personally served on each mobilehome owner, tenant and subtenant a Notice of Intention to close the park and convert it to a different use. See Appendix 3.

### SECTION 3: APPLICABLE LAW REGARDING MOBILE HOME PARK CONVERSION AND/OR CLOSURE

In a mobilehome park, the tenant owns the personal property – the mobilehome – and rents the underlying land, referred to as “the space” from the Park Owner. The dwelling is therefore entirely owned by the tenant, unlike an apartment or other forms of rental housing. An entire section of the California Civil Code is devoted to a statutory scheme setting forth the rights and obligations of the Park Owner (referred to as “Management”) and the tenant (referred to as the “Homeowner”). This section of the Civil Code (Civil Code Section 798, *et seq.*) is commonly referred to as the “Mobile home Residency Law.” See Appendix 4.

Under the Mobilehome Residency Law, a tenancy in a mobilehome park can only be terminated for cause as enumerated in Civil Code Section 798.56. Among the enumerated causes is subsection (g) which provides in pertinent part as follows:

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

...

(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.”

In addition to the Mobilehome Residency Law, another section of California state law deals with mobilehome park closure and conversion to another use. Government Code Section 65863.7 provides in pertinent part:

(a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (citations), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure or cessation of use on displaced mobilehome park

- residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.
- (b) The person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 15 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body.
  - (c) When the impact report is filed prior to the closure or cessation of use, the person or entity proposing the change shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at the same time as the notice of the change is provided to the residents pursuant to paragraph (2) of subdivision (g) of Section 798.56 of the Civil Code.
  - (d) When the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and shall have a right to, a hearing before the legislative body on the sufficiency of the report.
  - (e) The legislative body, or its delegated advisory agency, shall review the report prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation (Emphasis added).

In addition to State law, the City of Sunnyvale first enacted an ordinance pertaining to the conversions of Mobilehome Parks in 1987, which was set forth in Title 19, Chapter 19.72. In 2012 the City amended the original ordinance and the amended ordinance is now contained in SMC Chapter 19.72 of Title 19 (Zoning), SMC Sections 19.72.010 to 19.72.140. The 2012 amendments generally increased the relocation assistance for the residents and tenants, provided for a right of negotiated purchase by the residents, and refined what the CIR must contain. Prior to the enactment of the amendments to SMC Chapter 19.72, two parks closed in Sunnyvale, Oasis Mobilehome Park in 2005/2006 and Flick's Mobilehome Park in 2006/2007. After the enactment of the amendments to SMC Chapter 19.72, an additional four parks have closed in Sunnyvale.

SMC Chapter 19.72 governing Mobilehome Park Conversions will be referred to herein as either the "Conversion Ordinance" or the "Ordinance." A copy of the Ordinance, in English, Spanish, Chinese, and Vietnamese is attached hereto as Appendix 5.

#### **SECTION 4: RIGHT OF NEGOTIATED PURCHASE OF PARK BY DESIGNATED RESIDENT ASSOCIATION**

A significant amendment to the Conversion Ordinance in 2012 was the addition of SMC Section 19.72.045 which created a “Right of Negotiated Purchase” for the Park. In the case of Blue Bonnet which is closing due to the intention to convert, SMC Section 19.72.045 provides that a designated resident organization may exercise the right to negotiate purchase of the mobilehome park if a written notice of interest is provided to the Park Owner within 90 days of the postmark date of the notice of intention to convert. If such a notice is provided to the Park Owner, the Park Owner must meet with the designated resident organization within 15 days of receipt of the notice to explore the possibility of acquisition of the park.

The Notice of Intention to Convert was issued by Sue Chuang and mailed to the Park residents and tenants on February 10, 2016. The Park tenants and residents had until May 10, 2016 to provide the Park Owner with a written notice of its interest to buy the Park. The Park Owner received no such notice and the Park has not been informed that a designated resident organization was formed. Because the statutory period for formation of a designated resident organization and notice to the Park Owner has passed, SMC Section 19.72.945 of the Ordinance will not be triggered with respect to the conversion of Blue Bonnet.

#### **SECTION 5: CONVERSION IMPACT REPORT REQUIRED BEFORE CONVERSION**

Pursuant to SMC Section 19.72.050(1), 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. This document has been submitted within the time period required. A development application has not yet been submitted. English and Spanish versions of this document will be served upon each person whose named appears on any rental agreement with Blue Bonnet per SMC Section 19.72.100 thirty (30) days prior to the hearing of the Housing and Human Services Commission. See Anticipated Timeline, Section 8.

#### **SECTION 6: IDENTIFICATION OF HOUSING RELOCATION SPECIALIST**

Pursuant to SMC Section 19.72.060(a) the Director of Community Development shall maintain a list of qualified firms with proven expertise in housing, relocation of displaced persons, and who are familiar with the region’s housing market. The ordinance then provides that the City shall hire the Relocation Specialist from the

Director's list at the Applicant's expense. The Applicant chose Autotemp, Inc. to manage the relocation process and the City thereafter entered into an agreement with David Richman of Autotemp, Inc., in mid-February 2016. Mr. Richman's team for the project includes Debbie Martinez who is fluent in Spanish and who conducted the initial tenant and resident interviews. Per SMC Section 19.72.060(b), 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 moving arrangements to move personal property and belongings, and transportation of residents who are unable to drive to housing alternatives."

Chinese, Spanish, and Vietnamese translators will be provided, as needed, to meet with residents and Debbie Martinez to assist residents one-on-one in those discussions.

## **SECTION 7: SELECTION OF APPRAISER**

The Ordinance requires the Applicant to select an appraiser to appraise the mobilehomes. The appraiser must be selected from a list provided by the Director of Community Development. The Applicant has selected David Beccaria of Lifeline Real Estate. A summary of Mr. Beccaria's qualifications as an appraiser of mobilehomes is attached as Appendix 6.

## **SECTION 8: CHRONOLOGY OF CONVERSION PROCESS**

The following is a brief chronology of events beginning with the acquisition of the Park by the Applicant and the subsequent issuance of the Notice of Intention to close the park and convert it to a different use, and the process that has followed to date:

January 28, 2016: A Planning Division Application Form was filed by East Dunne Investors LLC for a Closure Impact Report Review of Blue Bonnet Mobilehome Park. See Appendix 1.

February 2016: The Applicant, East Dunne Investors LLC selected Dave Richman of Autotemp, Inc. as the Housing Relocation Specialist to assist residents during the park closure process. The Applicant's choice was approved by the City of Sunnyvale.

February 10, 2016: Letter from Trudi Ryan, Director, Community Development Department to the residents of Blue Bonnet Mobilehome Park advising the residents that the Park Owner, Sue Chuang, submitted an application to the City for review of a Conversion Impact Report (CIR). See Appendix 2.

February 10, 2016: Letter from Park Owner regarding notice of intention to close the Park and convert it to a different use was mailed to all households. A letter containing a correction was mailed the same day. The letter informed them of two resident meetings to be held on February 17, 2016 from 3:00-4:30pm and from 5:00-6:30pm at the Domain Hotel in Sunnyvale. Copies of the English, Spanish, and Vietnamese versions of this correspondence can be found in Appendix 3.

February 17, 2016: Two Meetings were held with residents and tenants of Blue Bonnet at the Domain Hotel in Sunnyvale. The first meeting was held from 3:00 p.m. to 4:30 p.m. and the second meeting was held from 5:00 p.m. to 6:30 p.m. Present on behalf of the City of Sunnyvale was Suzanne Ise, Housing Officer; present on behalf of the Applicant were, Margaret Ecker Nanda, Attorney at Law and Sonya Welch, Attorney at Law. David Richman, of Autotemp, Inc.; the Housing Relocation Specialist, and his colleague, Debbie Martinez, and Josh Vrotsos on behalf of East Dunne Investors. Discussion included remarks by Margaret Nanda about the closure process, the provisions of the Sunnyvale conversion ordinance and a proposed timeline for the conversion process. Suzanne Ise also offered remarks about the closure process. All persons who attended the meeting were asked to sign the sign-in sheet to provide their names and contact information. For purposes of confidentiality the sign-in sheets will not be attached to this CIR, but a sample form can be found in Appendix 7. Representatives from 49 households signed the sign-in sheets. An agenda and all attached materials were also available in Spanish and Vietnamese. The SMC was provided in English, Spanish, Vietnamese and Chinese. Spanish and Vietnamese translation was provided at the meeting for those residents who requested translation of the speakers' remarks. A copy of the agenda and all attached materials can be found at Appendix 8.

February through June 2016: Debbie Martinez of Autotemp, Inc. conducted household interviews in their homes. As of the date of the filing of the Conversion Impact Report, Debbie Martinez interviewed 46 of the currently occupied 50 households<sup>3</sup> in the Park. The remaining four households did not participate in the interviews despite Debbie Martinez's phone calls. She also left notes at their home and attempted to find them at home. A blank form used by Debbie Martinez in the interviews is attached as Appendix 9.

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<sup>3</sup> Blue Bonnet has 54 mobilehome spaces, and of those, 50 spaces are currently occupied. The other 4 spaces are vacant, meaning there is either no home located on the space, or the mobilehome on the space is unoccupied.



May 11, 2016: The Notice period expired for a designated resident organization to exercise the right to negotiate purchase of the Park by providing a written notice of interest to the Park Owner within 90 days of the postmark date of the notice of intention to convert the Park. A resident organization did not provide such written notice to the Park Owner.

April 2016: The Applicant selected David Beccaria of Lifeline Real Estate as its appraiser to determine the in-place value of the resident's mobilehomes.<sup>4</sup> Suzanne Ise, on behalf of the City of Sunnyvale was notified and approved of the Applicant's choice of appraiser.

May/June 2016: A flyer, in English and Spanish, was posted at the Park advising the Park residents that appraisals of their homes would begin soon. See Appendix 10. All mobilehome owners were advised that Lifeline Real Estate would be conducting physical inspections of their homes for the purpose of preparing an appraisal of their homes. Mobilehome owners were requested to sign up for a time and date for their home to be inspected. The form that Lifeline Real Estate sent to the mobilehome owners is attached as Appendix 11.

June 25, 2016 to July 2, 2016: David Beccaria and his associate appraisers conducted physical inspections of all mobilehome owners' homes.<sup>5</sup>

June - August 2016: The Applicant consulted with the City staff for guidance on the required formats and contents of the CIR and prepared the draft CIR per the City's guidance.

August 2016: The Applicant received copies of the appraisals prepared by Lifeline Real Estate, which will be copied and served on the corresponding homeowners at the same time they are served with a copy of the CIR, as detailed below.

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<sup>4</sup> See SMC Section 19.72.080(d)(2)(D), "The applicant shall hire a mobilehome appraiser from a list provided by the director to determine the in-place value of the mobilehome at 100% of its in-place value."

<sup>5</sup> Of the 29 resident owned homes, 2 homeowners never responded to Mr. Beccaria and thus an appraisal of the home was accomplished after an exterior inspection of the home. In addition another 3 homeowners would not allow access to the interiors of their homes. In any home in which Mr. Beccaria could not inspect the interior of the home, he assumed the interior was "average" for purposes of the appraisal. Identification of these specific units can be provided to the City if requested.

## SECTION 9: ANTICIPATED TIMELINE FOR COMPLETION OF CONVERSION PROCESS

The following is an anticipated timeline for the process of conversion of the Park. This section of the CIR is intended to fulfill the requirements of SMC Section 19.72.090(f)(3) which requires that the CIR contain, “A timetable for implementing the physical relocation of mobilehomes, implementation of relocation assistance, and conversion of the park;...”

September 2016: The Applicant submits the final CIR to the City and delivers a copy of the CIR (including a Spanish translation of the CIR) to all mobilehome owners, tenants and subtenants, a copy of the appraisal of each home to every mobilehome owner, a letter detailing the estimated relocation assistance to be given to that particular homeowner, tenant or subtenant, and a notice of an informational meeting to be held on October 13, 2016 to discuss the CIR. The letters to each homeowner, tenant or subtenant will be translated into Chinese, Spanish, and Vietnamese as applicable based on residents’ self-reported primary language (as collected by Debbie Martinez). The notice of informational meeting will also be translated into Chinese, Spanish, and Vietnamese.

October 13, 2016: A meeting for Park residents will be held at the Domain Hotel located at 1085 E. El Camino Real, Sunnyvale, CA 94087 at 6:30 p.m. Pursuant to SMC Section 19.72.100(c), “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.” The notice of the meeting will be translated into Chinese, Spanish, and Vietnamese. The meeting will also be simultaneously translated for Chinese, Spanish, and Vietnamese speakers.

November 16, 2016: A hearing will be held before the Sunnyvale Housing and Human Services Commission to make a recommendation to the City Council to “approve or conditionally approve the CIR based on the required findings.”<sup>6</sup> The meeting will be simultaneously translated for Chinese, Spanish, and Vietnamese speakers.

January 24, 2017: The Sunnyvale City Council will conduct a public hearing and approve or conditionally approve the CIR based on the required findings:

“(1) Preparation, notice and distribution of the CIR has been done in compliance with this chapter; and

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<sup>6</sup> See SMC Section 19.72.130(c).

(2) The CIR includes adequate information and options, and takes adequate measures to address the adverse social and economic impacts on displaced residents and mobilehome owners of a mobilehome park conversion.”<sup>7</sup>

The meeting will be simultaneously translated for Chinese, Spanish, and Vietnamese speakers.

Immediately following approval of the CIR: The relocation specialist will begin meeting with and working with all Park mobilehome owners, tenants and subtenants to find alternative housing and to implement the relocation assistance set forth in the CIR.

Following approval of the CIR: The Applicant will serve each mobilehome owner, tenant and subtenant with a six month (180 day) Notice of Termination of Tenancy pursuant to Civil Code Section 798.56(g), a provision of the California Mobile home Residency Law.

Within 120 days of CIR approval: Pursuant to SMC Section 19.72.140(b) within 120 days of CIR approval, eligible mobilehome owners, tenants and subtenants 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.

Within 180 days of CIR approval: Pursuant to SMC Section 19.72.140(c) within 180 days of CIR approval, any mobilehome appraisals shall be completed and any estimates for mobilehome relocation shall be obtained.

Within 35 days before the expiration of the Notice of Termination of Tenancy: Pursuant to SMC Section 19.72.140(e), the Applicant shall pay all required monetary relocation assistance to eligible residents and mobilehome owners at least 35 days before the expiration of the period stated in the notice of termination of tenancy.

February to August 2017: The physical relocation of mobilehomes, if any, will occur at the request of the homeowner but could occur at any time after approval of the CIR to the expiration of 6 month Notice of Termination of Tenancy period.

September 2017: Closure and conversion of Blue Bonnet.

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<sup>7</sup> *Id.*

## SECTION 10: DESCRIPTION OF PROPOSED NEW USE FOR THE SITE

### A. CURRENT AND ADJACENT PROPERTY LAND USES:

Blue Bonnet Mobile Home Park is located at 617 East Evelyn Avenue. The property is approximately 3.40 acres in size and consists of rectangular shaped parcel of land on the north side of Evelyn Avenue, east of South Fair Oaks Avenue and west of South Britton Avenue. The zoning designation for the site is R3-PD (Medium Density Residential-Planned Developed Combining District) and the General Land Use Designation is Residential Medium Density. The current zoning allows for up to 24 dwelling unit per acres (du/acre). Adjacent to the north is a residential development. Across Evelyn Avenue to the south is a residential development. DR Horton is redeveloping approximately 10 acres on South Britton Avenue to the east.

### B. PROJECT OVERVIEW:

No formal development application has been submitted by the owner or East Dunne Investors LLC. The applicant received comments from the Preliminary Review Committee (PRRC) on July 29, 2015 on the feasibility of a for sale housing project.

### C. RIGHT OF FIRST REFUSAL FOR RESIDENTS:

Per SMC Section 19.72.080, subsection (2) (E) the mobilehome owners and the renters of Park owned mobilehomes will be given,

“(E) **Right of First Refusal for Residents.** For all eligible residents, relocation assistance shall include the right of first refusal to purchase or rent 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.”

In its description of the proposed project, set forth in Section 10, Description of Proposed New Use for the Site, the Applicant has stated that it intends to meet the requirements of the Conversion Ordinance with respect to offering BMR units to the residents and tenants at Blue Bonnet. Specifically, approximately 12.5% of the new units constructed will be available to be occupied by any Park residents who meet the Below Market Rate housing program criteria and also file a request with the housing division before vacating the Park. The City will provide Autotemp with a form for Park residents to complete if they are interested in this right of first refusal.

## SECTION 11: CHARACTERISTICS OF MOBILEHOMES IN THE PARK

SMC Section 19.72.090 requires that the CIR contain information to adequately define and address the social and economic impacts of a proposed conversion or park closure on displaced residents and mobilehome owners. Subsection (a)(1) further provides that the date of manufacture, type, width, size, number of bedrooms of each mobilehome or other dwelling, and any accessibility improvements such as wheelchair ramps, lifts and grab bars, listed by space number must be included in the CIR. This section of the CIR addresses that requirement.

The first standard for construction of residential trailers in California did not become effective until September 1, 1958. Over the years, standards were improved and, by the mid-1960s, the industry started to refer to its product as “mobilehomes” instead of “trailers.” In 1974, Congress passed the Mobilehome Construction and Safety Standards Act, authorizing the U.S. Department of Housing and Urban Development to establish and enforce a national code for mobilehome construction.

On June 15, 1976, the Department of Housing and Urban Development (“HUD”) implemented its new standards for manufactured home construction, commonly referred to as the “HUD Code.” By establishing a single standard, a manufacturer was assured that the electrical system of a manufactured home built in California would also meet the requirements of any other state to which it was shipped.

Perhaps most importantly, the HUD Code’s assurance of safety and durability of manufactured homes provided a basis for extending federal loans to purchase them. Financing is frequently not available for mobilehomes built before the HUD Code became effective; if it is available, down payments and interest rates are higher.

Units manufactured in the 1950s and 1960s are considered to be “older trailers and mobilehomes.” Mobilehomes built in the 1970s, before the HUD Code became the standard, are “pre-HUD Code mobilehomes.” Manufactured homes built to the federal standard, are “HUD Code Manufactured Homes.”

Blue Bonnet is a Park that contains mobilehomes. As of July 26, 2016 there were 50 occupied mobilehomes situated in the Park. Manufactured homes, mobilehomes, commercial coaches, truck campers or floating homes are required to be registered with the California Department of Housing and Community Development,<sup>8</sup> and are on the personal property tax rolls of the counties in which they are located. Manufactured and

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<sup>8</sup> California Health and Safety Code Section 18085.

mobilehomes can be moved, although older homes are often not capable of withstanding the move. Standards for acceptance of mobilehomes at other area parks vary widely. Some parks will not accept a mobilehome older than 10 years old. Some parks will make exceptions based upon the appearance of the unit, despite its age.

Information about the Park homes was acquired by the Housing Relocation Specialist, Debbie Martinez from those households who responded to her requests for an interview. Table 1, below, provides a list of this information. SMC Section 19.72.090(a) (1) requires the CIR to include information about any accessibility improvements. A column appears in Table 1 below labeled "Improvements." Where there was no response from the household, the management agent for the Park and Ms. Martinez simply measured the home. Due to the age of the units not all of the trade names of the units were available. Further, due to the age and condition of the units, it is the opinion of the relocation specialist and the authors of the report, that five units could possibly be relocated to other parks.

As to the number of bedrooms listed for each home, the number reflects the number of bedrooms as reported by each household during his/her interview with the Housing Relocation Specialist. The number of bedrooms in each home will be verified by the appraiser during the physical inspection and therefore, may not be as reflected in Table 1, Home Characteristics. The manufacturing standards for mobilehomes are governed by the Code of Federal Regulations, Title 24, Housing and Urban Development. HUD Section 3280.106 lists the requirements for rooms designed for sleeping purposes:

- (b) Rooms designed for sleeping purposes shall have a minimum of gross foot floor area as follows:
    - (1) All bedrooms shall have at least 50 sq. ft. of floor area
    - (2) Bedroom designed for two or more people shall have 70 square foot floor area plus 50 sq. ft. for each person in excess of two.
  - (c) Every room designed for sleeping purposes shall have accessible clothes hanging space with a minimum inside depth of 22 inches and shall be equipped with a rod and shelf.
- Further, such rooms must contain either an exit door or at least one outside window.

**TABLE 1: HOME CHARACTERISTICS<sup>9</sup>**

SPACE NUMBER	BED / BATH	W/L <sup>10</sup>	TYPE <sup>11</sup>	TRADE NAME	YEAR	IMPROVE-MENTS?	CAN IT BE MOVED?
1 Vacant <sup>12</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 **	1/1	44 x 14	MH	Bayshore Homes	1987	No	No
3	1/1	44 x 10 44 x 17 (conv.)	MH	Unknown	1967	Yes	No
4 Vacant	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	1/1	Unknown	MH	Unknown	1983	No	No
6	1/1	Unknown	MH	Unknown	2001	No	Yes
7	Unknown	Unknown	MH	Unknown	Unknown	No	No
8 **	1/1	48 x 12	MH	Manatee	1974	No	No
9 Vacant **	Unknown	47 x 10	MH	Lakewood	1965	No	No
10	2/1	Unknown	MH	Unknown	Unknown	No	No
11	1/1	47 x 10	MH	Unknown	1995	No	No
12	2/1	47 x 10	MH	Unknown	1960	No	No
13	2/1	48 x 14	MH	Unknown	1991	No	Yes
14 **	1.5/1	47 x 10	MH	Skyline	1958	No	No
15 **	1/1	50 x 12	MH	Festival	1972	No	No
16 **	1/1	44 x 14	MH	Bayshore	1982	No	No
17	2/1	49 x 16	MH	Unknown	2002	No	No
18 **	Unknown	48 x 12	MH	Signature	1972	No	No
19	2/1	Unknown	MH	Unknown	1982	No	No
20 **	1/1	46 x 12	MH	Champion	1971	No	No
21 **	1/1	50 x 10	MH	Nashua	1964	No	No
22 **	2/1	49 x 10	MH	Great Lakes	1961	No	No
23 **	2/1	48 x 13.10	MH	Sahara	1985	No	No
24 **	1/1	50 x 12	MH	Townhouse	1969	No	No
25 **	2/1	42 x 10	MH	Paramount	1961	No	No
26	1/1	Unknown	MH	Unknown	1960	No	No

<sup>9</sup> Data Current as of June 28, 2016<sup>10</sup> Width and length of units<sup>11</sup> MH is an abbreviation for "mobilehome."<sup>12</sup> \*\* denotes that the home located in the space is owned by the Park Owner and is rented to the tenant who occupies it.

SPACE NUMBER	BED / BATH	W/L <sup>10</sup>	TYPE <sup>11</sup>	TRADE NAME	YEAR	IMPROVE- MENTS?	CAN IT BE MOVED?
27 Vacant **	1/1	50 x 12	MH	Champion	1969	No	No
28 **	1/1	52 x 12	MH	Champion	1968	No	No
29	1/1	48 x 12	MH	Unknown	1974	No	No
30	1/1	50 x 10	MH	Unknown	1965	No	No
31	2/1	Unknown	MH	Unknown	1969	No	No
32	2/1	45 x 20	MH	Unknown	1967	No	No
33	2/1	40 x 16	MH	Unknown	1981	No	No
34	1/1	45 x 10	MH	Unknown	1962	No	No
35 **	Unknown	Unknown	MH	Unknown	Unknown	No	No
36 **	1/1	44 x 12	MH	Pilgrim	1964	No	No
37 **	1/1	50 x 10	MH	Paramount	1959	No	No
38	2/1	Unknown	MH	Unknown	1964	No	No
39	1/1	Unknown	MH	Unknown	1984	No	No
40	1/1	40 x 14	MH	Unknown	2002	No	Yes
41	Unknown	Unknown	MH	Unknown	Unknown	No	No
42 **	1/1	48 x 10	MH	Roadliner	1967	No	No
43	2/1	Unknown	MH	Unknown	1985	No	No
44 **	1/1	40 x 13.10	MH	Bainbridge	1983	No	No
45	2/1	46 x 13.5	MH	Unknown	2000	No	Yes
46 **	Unknown	49 x 10	MH	Great Lakes	1964	No	No
47	1/1	47 x 14	MH	Unknown	1986	No	No
48	2/2	40 x 20	MH	Unknown	1977	No	No
49	2/1	44 x 20	MH	Unknown	1974	No	No
50 Vacant <sup>13</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51	1/1	39 x 10	MH		1965	No	No
52	2/1	40 x 20	MH	Unknown	1966	Yes- Conv. 3/1	No
53	Unknown	Unknown	MH	Unknown	Unknown	No	No
54 **	2/1	40 x 10	MH	Star	1970	No	No
55 **	3/2	55.8 x 12 53.4 x 12 46.0 x 12	MH	Silvercrest	2002	No	Yes

<sup>13</sup> There is no space numbered 50 at the Park, for unknown reasons.



## SECTION 12: RESIDENT CHARACTERISTICS

### A. RESIDENTS, TENANTS, SUB-TENANTS AND MOBILE HOME OWNER:

There are 3 categories of residency in the Park and a 4th category of owners who do not reside at the Park and sublease their homes to subtenants.

**1. Resident Homeowner:** The SMC defines a “resident” as a person who owns the mobilehome and occupies the mobilehome at Blue Bonnet pursuant to the terms of a written rental agreement. See SMC Section 19.72.020(m). To clarify use of the term, this CIR uses the term “Homeowner” or “Resident Homeowner” to distinguish from “Absentee Mobilehome Owner.”

**2. Tenant:** Pursuant to the Ordinance, a tenant is a person who rents a mobilehome in the Park under a “bona fide lease or agreement” and is not the mobilehome owner. See SMC Section 19.72.020(o). Using the legal definition of “tenant,” there are 26 tenants in the Park. Of those 26, 23 tenants rent their homes from the Park Owner pursuant to written rental agreements and 3 tenants rent their homes from a mobilehome owner, as discussed in paragraph 3 below. In this CIR, tenants are also referred to as “renters.”

**3. Sub-Tenant:** For purposes of this CIR, a sub-tenant is a person who rents a mobilehome in the Park from a *party other than the Park Owner*. All mobilehome owners have rental agreements with the Park Owner for the rental of the spaces on which the homes are located. In the case of 3 mobilehome owners, however, they rent the spaces that their homes are located on from the Park Owner and also rent the homes out to third parties. The determination of whether a bona fide lease agreement exists for these three homes has not yet been made. These third party occupants are the mobilehome owners’ tenants, not the Park Owner’s tenants. Thus, they are identified herein as “sub-tenants.” The households at spaces 6, 7 and 34 are sub-tenants.

**4. Absentee Mobilehome owner:** The SMC defines a “mobilehome owner” as the registered owner of a mobilehome who has the right to use a mobilehome space in a park. See SMC Section 19.72.020(h). By contrast, the definition of “residents” at subsection m of SMC Section 19.72.020 includes all of the owners of the homes at the park who live in the homes. This CIR uses the term Absentee mobilehome owner (“AMO”) for parties who own their mobilehomes but do not reside in the Park; rather, they rent their mobilehome to a Sub-Tenant. The owners of the homes at spaces 6, 7 and 34 are “Absentee mobilehome owners” as used herein.

### B. NAMES AND OTHER CONFIDENTIAL INFORMATION:

The CIR, when filed with the City, is a public document. To protect the privacy of the mobilehome owners, tenants and subtenants of the Park, the CIR does not include

personal information, such as names, and addresses of their homes. Such confidential information will be made available for review by the City of Sunnyvale in a separate document entitled “Confidential Resident Information for the Residents and Tenants of Blue Bonnet Mobile Home Park – Submitted with the Conversion Impact Report for Blue Bonnet Mobile Home Park, City of Sunnyvale.” SMC Section 19.72.090.

SMC Section 19.72.090(a)(2) of the Conversion Ordinance provides that the CIR must include:

(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 (mobilehome owner, tenant or other).

The Housing Relocation Specialist reached out to all households to obtain this information for each household. However, despite repeated and numerous requests by the Relocation Specialist, not every household responded. Table 2 provides an overview of the information she obtained. Table 2 reflects that there are approximately 26 minors, 17 seniors, and 89 total adults living at the Park. The space numbers and names of the residents have been omitted from Table 2. The household number does not correspond to the space number. The Relocation Specialist conducted a total of 47 interviews, but one of those households subsequently vacated the Park. Thus, the table reflects the data which includes the remaining 46 households in the Park that participated in interviews.

**TABLE 2A: SUMMARY OF HOUSEHOLDS INTERVIEWED BY RELOCATION SPECIALIST<sup>14</sup>**

Household <sup>15</sup>	Homeowner <sup>16</sup> , Renter or Sub- tenant	No. of Adults	No. of Minors <sup>17</sup>	No. of Disabled	No. of Seniors <sup>18</sup>	Total No. of Household Members
1	Renter	2	0	0	0	2
2	Homeowner	1	0	1	0	1
3	Homeowner	1	0	1	1	1
4	Subtenant	1	0	0	0	1
5	Renter	3	1	0	1	4

<sup>14</sup> Data current as of July 26, 2016.

<sup>15</sup> Household numbers in above table *do not correlate* to park space numbers.

<sup>16</sup> For brevity, the table uses the term Homeowner in place of Resident Homeowner.

<sup>17</sup> “Minor” means a person under the age of 18.

<sup>18</sup> “Senior” means a person age 62 or over.

Household <sup>15</sup>	Homeowner <sup>16</sup> , Renter or Sub- tenant	No. of Adults	No. of Minors <sup>17</sup>	No. of Disabled	No. of Seniors <sup>18</sup>	Total No. of Household Members
6	Homeowner	5	1	0	1	6
7	Homeowner	2	0	0	1	2
8	Homeowner	2	2	0	0	4
9	Homeowner	2	0	0	0	2
10	Renter	2	3	0	0	5
11	Renter	2	1	0	0	3
12	Renter	1	0	1	1	1
13	Homeowner	3	3	0	1	6
14	Homeowner	1	0	0	0	1
15	Renter	1	0	0	0	1
16	Renter	1	1	0	0	2
17	Renter	2	3	0	0	5
18	Renter	4	0	0	0	4
19	Renter	2	0	0	1	2
20	Renter	2	3	1	0	5
21	Homeowner	2	0	1	2	2
22	Renter	2	1	0	0	3
23	Homeowner	1	0	0	0	1
24	Homeowner	1	0	0	0	1
25	Homeowner	3	2	0	1	5
26	Homeowner	2	0	1	1	2
27	Homeowner	3	0	0	1	3
28	Subtenant	2	1	0	0	3
29	Renter	1	0	0	0	1
30	Renter	1	0	0	0	1
31	Renter	1	0	0	0	1
32	Homeowner	2	0	1	0	2
33	Homeowner	2	0	1	0	2
34	Homeowner	2	0	0	0	2
35	Homeowner	2	1	0	0	3
36	Homeowner	3	0	0	0	3
37	Renter	2	0	1	0	2
38	Homeowner	1	0	0	0	1
39	Renter	2	0	0	0	2
40	Homeowner	1	0	0	1	1

Household <sup>15</sup>	Homeowner <sup>16</sup> , Renter or Sub- tenant	No. of Adults	No. of Minors <sup>17</sup>	No. of Disabled	No. of Seniors <sup>18</sup>	Total No. of Household Members
41	Homeowner	3	0	0	1	3
42	Homeowner	2	0	1	2	2
43	Homeowner	1	0	1	1	1
44	Homeowner	2	3	0	0	5
45	Renter	3	0	0	0	3
46	Renter	2	0	0	0	2

**TABLE 2B: HOUSEHOLDS**

SUMMARY OF TABLE 2A	TOTAL
Total households (spaces occupied) in the Park	50
Total households interviewed by Relocation Specialist	46
Resident Homeowner	25
Tenants	19
Subtenants	2
Total occupants of households interviewed by Relocation Specialist <sup>19</sup>	115
Adults living in the Park	89
Seniors living in the Park	17
Minors living in the Park	26
Disabled Persons living in the Park	10
Total households not interviewed by Relocation Specialist	4
Resident Homeowners	1
Tenants	2
Subtenants	1

Income level information was obtained from each household interviewed by the Relocation Specialist. Three households refused to be interviewed. Income level information given to the Relocation Specialist was used in combination with household size to evaluate each household's income level according to the California Department

<sup>19</sup> "Adults" includes seniors. The total number of adults, seniors, minors, and disabled persons in the Park reflects only the data obtained by the Housing Relocation Consultant in the 46 relevant household interviews. It is unknown how many people comprise the remaining 4 households and whether any of those persons fall into the categories of minors, seniors or disabled persons.

of Housing and Community Development standards.<sup>20</sup> Income level information as reported by the 46 households above *has not yet been verified* by the Relocation Specialist.

**TABLE 3: INCOME LEVELS.**<sup>21</sup>

Non-low income households	3
Low income households	40
Very low income households	12
Extremely low income households	12
Unknown/refused to answer	3

### SECTION 13: ELIGIBILITY FOR MITIGATION ASSISTANCE

Eligibility for relocation assistance to mitigate any adverse impacts of a mobilehome park conversion on displaced residents and mobilehome owners is determined by the Sunnyvale Conversion Ordinance. Per the Conversion Ordinance, SMC Section 19.72.080(b):

**Eligibility for Relocation Assistance.** Mobile home owners<sup>22</sup> and residents<sup>23</sup> 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 (which does not apply here).

No mobilehome owners have vacated the Park since the notification on February 10, 2016 by the Park Owner that she intends to close the Park and convert it to a different use. One tenant who rented from the Park vacated in June 2016 due to the expiration of

<sup>20</sup> See Department of Housing and Community Development State Income limits for 2016 also attached as Appendix 12.

<sup>21</sup> Information current as of July 26, 2016 and has not been income verified.

<sup>22</sup> Under SMC Section 19.72.020(h) a “mobilehome owner” is defined as “the registered owner of a mobilehome, regardless of the number of such owners or the form of ownership, and who has the right to use a mobilehome space in a park.”

<sup>23</sup> Under SMC Section 19.72.020(m) a “resident” is defined as, “a mobilehome owner who lives in the park or tenant.” Furthermore, subsection (o) defines a “tenant” as, “a person who lives in a mobilehome or other dwelling within a park under a bona fide lease or agreement and who is not a mobilehome owner.”

a fixed term tenancy. As of the date of the filing of the CIR another tenant who rents from the Park is in the process of being evicted from the Park for non-payment of rent. There are fifty (50) occupied units at the Park as of September 1, 2016.

#### A. WAIVER OF RELOCATION ASSISTANCE:

Pursuant to SMC Section 19.72.080(c), a waiver of relocation assistance can be valid if it is between a park owner and a tenant of a home owned by the park owner. Subsection (c) provides in pertinent part:

“The waiver shall contain the text of this section and a written acknowledgement by the tenant understanding the relocation assistance rights under this chapter and agreeing to waive them.”

There are at least seven tenants who are parties to rental agreements with the Park Owner who signed Waivers of Relocation Assistance with the Park Owner at the time they entered into their rental agreements with the Park. The Waiver of Relocation Assistance form is attached hereto as Appendix 13. Despite the waiver, the Applicant proposes to pay these tenants who have waived relocation assistance a lump sum of \$7,500 to assist them with making their first and last month’s rent and security deposit at their new home, as well as moving costs. This is the only relocation assistance these tenants will receive. These tenants are not eligible for the relocation assistance described in Section 17 of this CIR.

#### B. DATA CONCERNING CURRENT RESIDENTS, TENANTS AND SUB-TENANTS AT THE PARK:

Table 4, below contains information regarding current tenants of the Park and whether their Park file contains a signed rental agreement or lease agreement with the Park. See Appendix 14 for sample rental and lease agreement. In some cases, the Park owns the mobilehome and rents the mobilehome to a tenant. In those cases, the chart below reflects “Park Owned” and the length of the tenancy. In most cases, residents initially had one-year leases with the Park, at the end of which their tenancies became month-to-month tenancies. Any lease terms which expire during the period from the initiation of the conversion process, January 28, 2016 through the date of closure of the Park will be construed to be month to month tenancies continuing on the same terms and conditions.

**TABLE 4: LIST OF CURRENT TENANTS AND LEASE INFORMATION<sup>24</sup>**

Space #	Lease terms
1	<i>Vacant</i>
2	Park Owned: Fixed term ending 1/15/2017
3	Month-to-Month
4	<i>Vacant</i>
5	Month-to-Month
6	Absentee Homeowner has Month-to-Month tenancy with Park owner for the space rental; the mobilehome is sub-let to a Sub-Tenant
7	Absentee Homeowner has Month-to-Month tenancy with Park owner for the space rental; the mobilehome is sub-let to a Sub-Tenant
8	Park Owned: Month-to-Month
9	<i>Park Owned: Vacant</i>
10	Month-to-Month
11	Month-to-Month
12	Month-to-Month
13	Month-to-Month
14	Park Owned: Month-to-Month
15	Park Owned: Month-to-Month
16	Park Owned: Month-to-Month
17	Month-to-Month
18	Park Owned: Month-to-Month
19	Month-to-Month
20	Park Owned: Month-to-Month
21	Park Owned: Month-to-Month
22	Park Owned: Month-to-Month. Note eviction pending
23	Park Owned: Month-to-Month
24	Park Owned: Month-to-Month
25	Park Owned: Month-to-Month
26	Month-to-Month
27	<i>Park Owned: Vacant</i>
28	Park Owned: Fixed term ending 8/5/2016
29	Month-to-Month
30	Month-to-Month
31	Month-to-Month

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<sup>24</sup> Current as of June 21, 2016

Space #	Lease terms
32	Month-to-Month
33	Fixed term ending 9/2/2016
34	Absentee Homeowner has Month-to-Month tenancy with Park owner; unit is sub-let
35	Park Owned: Month-to-Month
36	Park Owned: Fixed term ending 8/5/2016
37	Park Owned: Month-to-Month
38	Month-to-Month
39	Month-to-Month
40	Month-to-Month
41	Month-to-Month
42	Park Owned: Fixed term ending 1/27/2017
43	Month-to-Month
44	Park Owned: Month-to-Month
45	Month-to-Month
46	Park Owned: Month-to-Month
47	Month-to-Month
48	Month-to-Month
49	Month-to-Month
50	<i>Vacant (there is no space numbered 50)</i>
51	Month-to-Month
52	Month-to-Month
53	Month-to-Month
54	Park Owned: Month-to-Month
55	Park Owned: Month-to-Month

#### **SECTION 14: CONFIDENTIAL RESIDENT SECTION, TO BE SUBMITTED SEPARATELY**

This section conforms to SMC Section 19.72.090(b) of the Conversion Ordinance, which provides:

**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 mobilehome owners and residents.
- (2) **Occupancy.** Length of occupancy, current monthly rent and lease terms, and whether each person is a mobilehome owner that does not live in the park, a tenant, or person living in housing other than a mobilehome.<sup>25</sup>
- (3) **Relocated Residents.** New addresses for residents who have already relocated, if available

In accordance therewith, a Confidential Resident Information for the Residents and Tenants of Blue Bonnet (hereinafter “Confidential Report”) pertaining to each resident pursuant to SMC Section 19.72.090(b) will be submitted with this CIR.

Additionally, Autotemp’s survey of the residents, which provides the confidential information obtained from the residents used as the basis for this report, will be attached to the Confidential Report as Appendix 15.

## **SECTION 15: RELOCATION AND VACANT SPACES WITHIN DESIRED LOCATIONS**

As is reflected in Table 1, Blue Bonnet is a Park that contains mobilehomes. After canvassing the units at Blue Bonnet, it was established that five units could potentially be relocated to another park because of the age and condition of the units relative to standards of other parks. Mobile home parks will generally not accept homes into their parks that are more than ten (10) years old or are in poor condition.

SMC Section 19.72.090(c) specifies:

**Vacant Spaces in Desired Locations.** A list of vacant spaces in parks within 20 miles of the park, and in any other location within California desired by mobilehome owners. The list shall include the park name, address, number of vacancies, lease rates, the terms, policies and restriction on the type of mobilehomes, and residents accepted, amenities offered, and proximity to services such as public transportation, schools, medical services, social and religious services, and grocery stores.

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<sup>25</sup> See also, Table 2, in Section 12, “Resident Characteristics” for a list of who is a tenant or owner of a mobilehome.

The owners of the twenty four owner occupied units at Blue Bonnet reported to the Relocation Specialist that they preferred to relocate to Sunnyvale, Mountain View, Campbell and Fremont. Therefore, mobilehome parks located in Sunnyvale, Santa Clara, San Jose and Mountain View were canvassed for available spaces.

As of June 24, 2016, of the forty-two parks that were canvassed, there were ten possible spaces available for either single wide or double wide mobilehomes at seven parks.

**Lamplighter San Jose:** Lamplighter San Jose is located at 4201 North 1<sup>st</sup> Street in San Jose. It had two vacancies for a single wide and one vacancy for a double wide mobilehome. Lamplighter is approximately two miles from public transportation, five miles to medical facilities, and half a mile to a grocery store. The spaces lease for \$2,000 per month.

**Cape Cod Village Mobilehome Community:** Cape Cod Village is located at 1050 Borregas Avenue in Sunnyvale. There are 0 empty spaces for incoming mobilehomes but there are existing mobilehomes available for lease. The existing homes at Cape Cod Village lease from \$850-\$1,200 per month. Cape Cod Village is a community for seniors 55 and older. Cape Cod Village is located approximately three miles from medical facilities, one mile from public transportation, and three miles from a local shopping center.

**Old Orchard Mobilehome Community:** Old Orchard is a mobilehome park for all ages located at 2135 Little Orchard Street in San Jose. Old Orchard does not have any current spaces available but they will be leasing brand new single-wide and double-wide mobilehomes which are coming soon. The incoming mobilehomes will be leased at the current market rate upon arrival. Old Orchard is located approximately one mile from medical facilities, two miles from public transportation, and two miles to a grocery store.

**Rancho La Mesa Mobilehome Park:** Rancho La Mesa is an all age mobilehome park located at 1201 Sycamore Terrace in Sunnyvale. There are two vacancies that lease at \$2,145 per month. Rancho La Mesa is located approximately half a mile from medical facilities, quarter of a mile from public transportation, and quarter of a mile from a grocery store.

**Sahara Mobile Village:** Sahara Mobile Village is an all age mobilehome park located at 191 E El Camino Real in Mountain View, CA. Sahara Mobile Village has two spaces available for lease; a single-wide vacant mobilehome space leasing at \$2,050 per month, and a double-wide vacant mobilehome space leasing at \$2,495 per month. Sahara

Mobile Village is located approximately one quarter of a mile from medical facilities, one quarter of a mile from public transportation and one quarter of a mile from a grocery store.

**Sunset Estates Mobile Home Park:** Sunset Estates is a seniors only mobilehome park that is located at 1350 Oakland Road in Mountain View. There is one available space leasing for \$1,190 per month. Sunset Estates Mobile Home Park is located approximately five miles from medical facilities, two miles from public transportation and two and a half miles to a grocery store.

**Willow Glen Mobile Estates:** Willow Glen is an all age mobilehome park located at 1850 Evans Lane in San Jose. There are two available spaces that lease for \$750-\$850 per month. Willow Glen Mobile Estates is located approximately seven miles from medical facilities, two and a half miles from public transportation, and one mile to a grocery store.

## **SECTION 16: HOUSING ALTERNATIVES**

The Sunnyvale Conversion Ordinance details housing alternatives for residents who cannot be relocated to a comparable park within 20 miles. SMC Section 19.72.090(d) provides:

(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 20 miles.

In this case, due to the age of the units at Blue Bonnet, the majority of residents will have to obtain alternative housing. The locations desired by residents included Fremont and other cities within Santa Clara County (Sunnyvale, Mountain View and Campbell). This information was obtained by the Relocation Specialist.

Due to the residents' geographic preference, the Applicant obtained information from HUD regarding fair market rents within those areas. The HUD-Approved fiscal year 2017 Fair Market Rents for Santa Clara County are: \$1,507 for a studio, \$1,773 for a 1-bedroom, \$2,220 for a 2-bedroom, and \$3,078 for a 3-bedroom. See Appendix 16. The HUD-Approved fiscal year 2017 Fair Market Rents for Alameda County, which includes the City of Fremont, are: \$1,435 for a studio, \$1,723 for a 1-bedroom, \$2,173 for a 2-bedroom, and \$3,017 for a 3-bedroom. See Appendix 17.

Mobile home parks in the city of Sunnyvale are listed below as well as selected parks in Campbell, Hayward, Mountain View and San Jose. Included in the table below is

whether any units were for sale in any of those parks, and what the space rent would be to a new buyer of a home in that park. Often, it was difficult to reach park managers or others who were willing to respond to these questions. The full results of the telephone surveying of the parks listed in Table 5 below are reflected in Appendix 18.

**TABLE 5: SURVEY OF SALES PRICES IN SURROUNDING AREA MOBILEHOME PARKS**

PARK	CITY	OPEN SPACES	MOBILE HOMES FOR SALE	SPACE RENT
Timber Cove MHP	Campbell	0	0	N/A
Besaro MP	Fremont	0	0	N/A
Niles Canyon Mobile Estates	Fremont	0	0	\$900-\$1,250
Southlake MH Estates	Fremont	0	0	\$1,000-\$1,500
New England Village	Hayward	0	0	\$1,000
Moorpark MHP	Mountain View	0	0	N/A
Moffett MHP	Mountain View	0	0	N/A
New Frontier MHP	Mountain View	0	0	N/A
Sahara Village MHP	Mountain View	2	0	\$,2050-\$2,495
Sunset Estates MHP	Mountain View	0	0	\$1,190
Imperial San Jose Mobile Estates	San Jose	0	0	\$1,150
Lamplighter MH Park	San Jose	3	0	\$2,000
Magic Sands	San Jose	0	0	\$1,000
Mill Pond	San Jose	0	0	\$1,195
Moss Creek MH Community	San Jose	0	0	\$1,020
Mountain Shadows	San Jose	0	0	\$1,170
Mountain Springs	San Jose	0	0	\$1,170
Old Orchard MHP	San Jose	0	0	N/A
Pepper Tree Estates	San Jose	0	0	\$700

PARK	CITY	OPEN SPACES	MOBILE HOMES FOR SALE	SPACE RENT
Quail Hollow MHP	San Jose	0	0	\$1,170
River Glen MHP	San Jose	0	0	\$975
Silver Creek Mobile Estates II	San Jose	0	0	\$1,150
Spanish Cove MHP	San Jose	0	0	\$945
Summerset MHP	San Jose	0	0	N/A
Town \ Country Mobile Village	San Jose	0	0	\$850
Whispering Hills MHP	San Jose	0	0	\$950
Willow Glen Mobile Estates	San Jose	0	0	\$750
Winchester Ranch MH Community	San Jose	0	0	N/A
Woodbridge MH Community	San Jose	0	0	\$1,040
Adobe Wells	Sunnyvale	0	0	N/A
Cape Cod Village	Sunnyvale	0	0	\$850-1,200
Casa de Amigos	Sunnyvale	0	0	\$1,000
El Dorado MP	Sunnyvale	0	0	\$1,200
Fox Hollow MHP	Sunnyvale	0	0	Varies by home
Plaza del Rey	Sunnyvale	0	0	\$1,290
Rancho la Mesa MHP	Sunnyvale	2	0	\$1,150
Willow Ranch	Sunnyvale	0	0	\$1,195
<b>AVERAGE SPACE RENT</b>	<b>\$1,145</b>			

The following information was obtained from Santiago Financial, a subscriber service which reports information collected from the files of the Department of Housing and

Community Development which issues title to mobilehomes, in a similar manner to the Department of Motor Vehicles for automobiles. In the parks included in Table 6 below, the following are the lists of mobilehome sales prices in certain of those parks as reported to HCD for the period April 1, 2016 to June 30, 2016. Only those parks with sales data reported to HCD are included below. Sales of other homes not reported to HCD, such as homes still registered with the Department of Motor Vehicles may have occurred but are not included because of lack of public access to that data. The data used to compile Table 6 can be found in Appendix 19.

**TABLE 6: COMPARABLE SALES IN SIMILAR MOBILE HOME PARKS<sup>26</sup>**

PARK	CITY	SALE DATE	SALE PRICE
Besaro MP	Fremont	7/5/2016	\$100,000
Casa Alondra MHP	San Jose	3/25/2016	\$72,000
Colonial Mobile Manor	San Jose	5/11/2016	\$96,000
Mill Pond	San Jose	2/29/2016	\$100,000
New England Village	Hayward	9/2/2015	\$85,000
Niles Canyon Mobile Estates	Fremont	10/8/2015	\$85,500
Rancho la Mesa MHP	Sunnyvale	5/5/2016	\$96,000
River Glen MHP	San Jose	3/31/2016	\$79,900
River Glen MHP	San Jose	11/4/2015	\$89,000

## **SECTION 17: RELOCATION ASSISTANCE PLAN**

Pursuant to SMC Section 19.72.090(f)(1), the CIR must contain a relocation plan that specifies: “The minimum amount of relocation assistance the applicant agrees to pay each eligible resident and mobilehome owner under SMC Section 19.72.080 (Relocation Assistance) and a description of how the amount was determined.” That information is detailed below.

### **A. MOVING ALLOWANCE FOR ELIGIBLE RESIDENTS**

Pursuant to SMC Section 19.72.080(d)(1):

“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

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<sup>26</sup> See Appendix 19.

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.”

There is no distinction made in the Ordinance for moving allowance mitigation assistance for residents, tenants or subtenants. It is presumed therefore that all qualifying residents at Blue Bonnet and all qualifying renters of mobilehomes,<sup>27</sup> who did not sign relocation waivers, will receive the moving allowance described above.

The Cost to Move Furniture and Personal Belongings: Applicant proposes to pay a lump sum of \$1,750 to move the personal property within any home that is a single-wide mobilehome, \$2,150 to move the personal property within any home that is a double-wide mobilehome, and \$2,850 to move the personal property within any home that is a triple-wide mobilehome. See Appendix 20. These sums represent the estimates of two moving companies as detailed below:

Estimated cost to move the personal property in a **single wide mobilehome**: \$1,750, which includes the material (boxes, etc.), packing of personal property, transportation and basic unpacking.

Estimated cost to move the personal property in a **double wide mobilehome**: \$2,150, which includes the material (boxes, etc.), packing of personal property, transportation and basic unpacking.

Estimated cost to move the personal property in a **triple wide mobilehome**: \$2,850, which includes the material (boxes, etc.), packing of personal property, transportation and basic unpacking.

Based on the measurements taken by the management agent and the Relocation Specialist, the largest home in the Park is 55.8 feet long by 12 feet wide, plus 53.4 feet long by 12 feet wide, plus 46 feet long by 12 feet wide, a triple-wide mobilehome with a total of 1,862.4 square feet. The smallest home in the Park is 39 feet long by 10 feet wide mobilehome with a total of 390 square feet. On average the homes are 617 square feet.

Rent for the First and Last Month at the New Location: Pursuant to the terms of SMC Section 19.72.080(d) (1) (B), the Applicant will pay the rent for the first and last month at the resident, tenant or subtenant’s new location.

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<sup>27</sup> See discussion of Park Residents and Tenants under Section 1, Subsection B on pages 5 and 6, *supra*.

Pursuant to the City's Ordinance, for those households moving into an apartment, the Applicant will offer to pay a maximum of the first and last month's actual rent at the new apartment, up to the following amounts representing the first and last month's rent per the current Average Sunnyvale Rent<sup>28</sup>.

- Studio apartment:           \$1,903 x 2 = \$3,806
- 1-bedroom apartment:   \$2,255 x 2 = \$4,510
- 2-bedroom apartment:   \$2,567 x 2 = \$5,134
- 3-bedroom apartment:   \$3,770 x 2 = \$7,540

For those residents who have purchased a mobilehome in a new park, the Applicant will pay the space rent for the first and last month at the resident's new mobilehome park, and a deposit if any (not to exceed one month's rent). The Applicant is therefore proposing to pay the first and last month's *actual rent* at the mobilehome park where the resident is buying a mobilehome and planning to move to. For reference, Table 5 includes the average space rent at surveyed parks as \$1,145 per month.

Required Security Deposit at the New Location: Pursuant to the terms of SMC Section 19.72.080(d)(1)(C) the Applicant will pay the actual security deposit cost at the new location, which may include the last month's rent.<sup>29</sup> Under California law, landlords may charge only one month's rent and a security deposit up to two month's rent. Therefore, the Applicant proposes to pay first and last month's rent and a security deposit, which in total are not to exceed three (3) months of rent.

Temporary Lodging Cost: Pursuant to the terms of SMC Section 19.72.080(d) (1) (D) the Applicant is required to pay the temporary lodging cost, if any. Temporary lodging cost would be required in the case of a mobilehome owner who is moving his or her home to a new location. There are only 5 mobilehomes that may be moved from Blue Bonnet, in the opinion of the Appraiser, due to the condition and age of the homes. Moving a mobilehome is relatively cumbersome because it must be dismantled and then re-assembled at a new location. It is estimated that such a process will take a maximum of three days and three nights assuming the location is within 100 miles of the Park, which is the maximum distance covered by the relocation program. The homeowner will need to cover any additional costs for any distance beyond 100 miles, including any additional nights of lodging. If such costs are incurred, the Applicant will reimburse homeowners for all actual and reasonable out-of-pocket expenses

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<sup>28</sup> See Appendix 22, Real Facts Sunnyvale Data and Craigslist.org data average.

<sup>29</sup> Not to exceed the Average Sunnyvale Rent Data per unit per choice between Option 1 and Option 2. See Appendix 22, Real Facts Sunnyvale Data and Craigslist.org data average.



incurred in connection with the temporary lodging while the homeowner's home is being relocated to a new site (other than any additional costs if the new site location is more than 100 miles from the Park).

#### B. ACCESSIBILITY IMPROVEMENTS FOR MOBILE HOME OWNERS

Pursuant to SMC Section 19.72.080(2) (A):

"For eligible residents and mobilehome owners, relocation assistance may include payment of the cost to reinstall or replace any accessibility improvements made to the mobilehome such as wheel chair lifts, and grab bars."

In the household interviews conducted by the Relocation Specialist earlier in 2016, each household was asked if their home included any accessibility improvements. One resident indicated a present need for accessibility improvements and one resident indicated a possible need for future improvements. Further, an exterior inspection of the homes at the Park revealed one home with a wheelchair lift.

Accordingly, if at the time of the appraisals or at the time of Applicant's purchase of any home in the Park, accessibility improvements are confirmed, the Applicant will pay the cost to reinstall or replace any such preexisting accessibility improvements. Homeowners who do not currently have but are in need of such accessibility improvements and who move to a home in Sunnyvale may be assisted through the City's Home Access Grant program, which can cover the costs of most typical improvements for lower-income households. Other cities in Santa Clara County have some similar programs. The City Housing Division can provide referrals to those programs, if needed.

#### C. RENT SUBSIDY FOR SENIOR, DISABLED OR LOW INCOME HOUSEHOLDS

Pursuant to SMC Section 19.72.080(d) (2) (B):

"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 mobilehome is relocated, or rent for comparable housing if the resident moves to other rental housing. Mobile home owners who are eligible to sell their mobilehome 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 24 months."

Based on the household interviews conducted earlier in 2016 by the Relocation Specialist, it is anticipated that nearly all of the Park residents (Resident Homeowners, Tenants and Subtenants but not Absentee Homeowners) will qualify as low income, and/or disabled and/or senior<sup>30</sup>, and thus will receive a rent subsidy. The Housing Relocation Specialist will verify each household's income to determine which households qualify as "low income" for the rent subsidy. Households that are not willing to verify their household income with the Housing Relocation Specialist will not receive the rent subsidy. Absentee Mobilehome Owners (whose primary residence is not at the Park) will not receive a rent subsidy or related relocation assistance (but will receive compensation for the appraised amount of their mobilehomes).

Relocation options for *residents* who are eligible for a rent subsidy include:

- Keeping their homes and potentially relocating them to another mobilehome park that will accept them, and receiving a rent subsidy, depending on the amount of their new rent for a 24 month period.
- Selling their homes for the full appraised value to the Applicant, moving into standard rental housing (not a mobilehome), and receiving a rent subsidy for a 24 month period.
- Selling their homes for the full appraised value to the Applicant, purchasing a mobilehome at another park and receiving a rent subsidy for a 24 month period.

Mobilehome sales data in Sunnyvale and surrounding cities, as referenced in Appendix 19, and the appraisals of the mobilehomes at Blue Bonnet reveal that the selling price (appraised value) may be "inadequate to secure comparable replacement housing for at least 24 months," and thus residents who are eligible to sell their mobilehomes to the Applicant at its in-place value will most likely, also qualify for the rent subsidy. In those cases, if the resident purchases a mobilehome at another park, the Applicant will pay the difference between the resident's current base space rent at Blue Bonnet and the base space rent at the new park for twenty-four months. Currently, the average mobilehome base space rent at Blue Bonnet is \$899 per month.

As to tenants who qualify for the rent subsidy, the Applicant will pay the difference between the tenant's current rent and the actual rent, up to the current fair market rent as discussed below, for an equivalent accommodation for 24 months. The average rent for a home at Blue Bonnet is \$1,600.50.

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<sup>30</sup> Age 62 or older.

**TABLE 7: AVERAGE RENTS**

	<b>Average Sunnyvale Rent<sup>31</sup></b>	<b>HUD FY 2017 Fair Market Rent for County of Santa Clara</b>	<b>HUD FY 2017 Fair Market Rent for County of Alameda</b>
Studio	\$1,903	\$1,507	\$1,435
1-bedroom	\$2,255	\$1,773	\$1,723
2-bedroom	\$2,567	\$2,220	\$2,173
3-bedroom	\$3,770	\$3,078	\$3,017

The HUD Fair Market Rent (FMR) Data is provided as additional information because some rent subsidies are based upon the FMR Data issued by HUD. However, the Applicant, following guidance from the City Housing Division and consistent with the approach taken in other recent conversions, is proposing rent subsidy options that are **based upon significantly higher, currently prevailing actual market rents in Sunnyvale** referred to herein as “Average Sunnyvale Rent.” The Applicant’s proposal seeks to make available the most reasonable rent subsidy to residents during this transition.

The Applicant proposes that the 24-month rent subsidy consist of two options: a “Fully Verified Option,” or a “Lump Sum Option.” The Fully Verified Option is based upon the actual rental rate at the unit that the household ultimately relocates to as verified by a written lease agreement executed by the household and the new landlord. The rent subsidy may not exceed the Average Sunnyvale Rent for the size of the new unit rented (minus the amount of rent currently paid at the Park). The Lump Sum Option is based upon current market rate rent, and does not require verification of a written lease agreement. The Lump Sum Option offers households a single payment without requiring any documentation verifying the household’s new location. Due to the fact that the amount is unverified, the Lump Sum Option will be discounted to 90% of Average Sunnyvale Rent. However, the Lump Sum Option also offers a bonus: households who select this option and vacate the Park within the first ninety (90) days following approval of the CIR by the Sunnyvale City Council will receive an increased subsidy that reflects 95% of Average Sunnyvale Rent. As of the time of filing this CIR, the City Council is set to consider approving this CIR on January 24, 2017. If the City Council approves the CIR on January 24, 2017, households need to select the bonus option and vacate by April 24, 2017.

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<sup>31</sup> See Appendix 22, Real Facts data and Craigslist.org rent data for the City of Sunnyvale.

Thus, the Applicant proposes that residents, tenants and subtenants who are eligible for a rent subsidy can receive the subsidy by electing one of two options: the Fully Verified Option that requires them to verify the amount of their new rent (for example, with an executed new lease agreement), or the Lump Sum Option that does not require verification of new rent, and is slightly discounted to reflect the ease of transaction and also allows the recipient to opt to use the lump sum toward purchase of a new home, rather than rent, if they so choose. Both options will require verification of income. The tables below illustrate these options.

(continued on next page)

**TABLE 8: OVERVIEW OF APPLICANT'S PROPOSAL**

			TENANTS CHOICE	
Item		Applicant's Proposal	Actual Rent at the New Unit (fully verified option) OPTION 1	Lump Sum Option (no verification required) OPTION 2
1	Rent Subsidy <sup>32</sup>	Average Sunnyvale Rent <sup>33</sup>	Actual new rent, up to Average Sunnyvale Rent, minus current rent at park.	90% of Average Sunnyvale Rent. BONUS if selected within 90 days increases to 95% of Average Sunnyvale Rent.
2	First/Last month Rent	Average Sunnyvale Rent	Actual New Rent up to Average Sunnyvale Rent x2	90% of Average Sunnyvale Rent x2.
3	Security Deposit	Average Sunnyvale Rent (not to exceed one month's rent)	Actual Security Deposit up to Average Sunnyvale Rent	90% of Average Sunnyvale Rent.
			In total, items 2 & 3 not to exceed 3 times Average Sunnyvale Rent.	In total, items 2 & 3 = 3 times Average Sunnyvale Rent at 90% or 95% if the BONUS is selected
			Based on what tenant actually rents, regardless of size of current unit as manufactured.	Unit size in lump sum option is based on current unit as manufactured.

<sup>32</sup> Not all residents will receive this subsidy. Only residents, who did not sign waivers of relocation assistance and who are senior, low income or disabled are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

<sup>33</sup> See Appendix 22, Real Facts data and Craigslist.org rent data for the City of Sunnyvale.

**TABLE 9: OVERVIEW OF OPTION 1 AND OPTION 2****OPTION 1: Fully Verified Option Based on Actual Rent Payment**

- Based on the difference between household's current rent at Blue Bonnet and what the household actually pays in rent at their new home, not to exceed the Average Sunnyvale Rent.
- Requires documentation and proof of where a tenant will relocate (for example, will require proof of new Lease Agreement).

**OPTION 2: Lump Sum Option Based on Market Rent**

- Based on the difference between the household's current rent at Blue Bonnet and 90% of Sunnyvale market rate rents.
- Available to households as a lump sum without requiring verification of rent at their new home.
- BONUS available for households who select this option and vacate within 90 days of CIR approval. This bonus will be based upon unit size.

Note: The Applicant proposes that the rent subsidy for a *studio apartment* be paid to those mobilehomes in which there is no designated bedroom per the manufacturer of the unit. Similarly the applicant proposes paying a 1 or 2 bedroom rent subsidy based upon whether the home *as originally manufactured* contained 1 or 2 bedrooms. Unpermitted additions or modifications which may have created bedrooms will not be included in the calculation of the number of bedrooms.

See Appendix 23 for a full calculation of the rent subsidy amounts residents, tenants, and subtenants will be entitled to under the Applicant's proposal.

#### **D. ASSISTANCE FOR HOUSEHOLDS THAT ARE NOT SENIOR, DISABLED OR LOW INCOME HOUSEHOLDS**

The Applicant believes, based on aggregate data received from the Housing Relocation Specialist, that there are three (3) households in the Park that are not senior, disabled or low income. The SMC does not require the Applicant to provide a monthly rent subsidy to those households, or any household that cannot document that it is senior, disabled, or low income. Those households will only receive rental assistance for the first and last month's rent and security deposit, as well as the moving allowance to move furniture and personal belongings described in Section A above. SMC Section 19.72.080(d)(1).

#### E. PAYMENT OF FULL APPRAISED VALUE OF UNIT

Pursuant to SMC Section 19.72.080(d) (2) (D) the Applicant shall pay to the mobilehome owners,

**“Sale at 100% In-Place Value for Mobile Home Owners.** For any eligible home owner whose home cannot be relocated to a comparable park within 20 miles or another park chosen by the mobilehome owner, the city council may require the Applicant to purchase the mobilehome at 100% of its in-place value. The Applicant shall hire a mobilehome appraiser from a list provided by the director to determine the in-place value of the mobilehome ... If the appraiser identifies lack of maintenance, deferred maintenance and or deterioration of the subject park which negatively affects the value of a mobilehome, 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.”

As of the date of preparation of this draft CIR for submittal to the Director of Community Development, the appraisal reports for homes owned by Park residents have been received by the Applicant. Homeowners will be given hard copies of the appraisals by the Applicant at the same time the CIR is served upon them as well as notice of an anticipated hearing on the CIR by the Housing and Human Services Commission in November, 2016. See Section 6 - Anticipated Timeline. Per the terms of the Ordinance as set forth above, the Applicant proposes to pay 100% of in-place value of each mobilehome owner in addition to any relocation assistance that a resident may qualify for. (Those mobilehome owners who do not live at the Park, who own 3 homes<sup>34</sup>, will not receive the rent subsidy or any other relocation assistance. The 3 subtenants may qualify for the rent subsidy or relocation assistance.)

Additionally, mobilehome owners have the option to pay for an additional appraisal of their units using an appraiser from the list of approved appraisers provided by the Sunnyvale Director of Community Development. See Appendix 25. The two appraisals will be averaged and the resident will receive the averaged amount.

#### F. RIGHT OF FIRST REFUSAL:

Per SMC Section 19.72.080(d) (2) (E):

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<sup>34</sup> It is believed that one person owns 2 of the subleased home, and the 3<sup>rd</sup> home is owned by another party.

**“Right of First Refusal for Residents.** For all eligible residents, relocation assistance shall include the right of first refusal to purchase or rent 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.”

In its description of the proposed project, set forth in Section 10, Description of Proposed New Use for the Site, the Applicant has stated that it intends to meet the requirements of the Conversion Ordinance with respect to offering all eligible residents at Blue Bonnet a right of first refusal to purchase or rent any homes or apartments to be built at the Park site and offering priority to purchase or rent any BMR units to income-eligible residents who file a request with the housing division before vacating the Park.

#### F. RELOCATION ASSISTANCE FOR THOSE HOMEOWNERS WHO WISH TO RELOCATE THEIR HOMES TO ANOTHER MOBILE HOME PARK OR RECREATIONAL VEHICLE PARK:

As discussed in previous sections of this report, in the opinion of the authors of this report there are 5 mobilehomes at Blue Bonnet that potentially could be relocated to another mobilehome park. Many older parks have spaces that were originally designed for single wide mobilehomes, which today are too small for modern manufactured single wide mobilehomes. Most parks also have requirements regarding the age and condition of any mobilehome to be moved into the park.

If any of the mobilehome owners do in fact move their mobilehomes to another mobilehome park, SMC Section 19.72.080(d)(2)(C) provides as follows:

**“Mobile home Relocation Costs for Mobile home Owners.** For any eligible mobilehome owner whose mobilehome can be relocated, relocation assistance may include the lowest of 3 estimates obtained by the Relocation Specialist from licensed mobilehome movers to physically relocate the mobilehome to up to a maximum distance of one hundred miles. The mobilehome owner is responsible for additional costs to move the mobilehome to a location farther than one hundred miles. The estimates shall include the cost of disassembly of the mobilehome, 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.”



The Applicant will pay the actual moving costs of moving a mobilehome from Blue Bonnet to another park, including the categories identified in SMC Section 19.72.080(d)(2)(C) for any mobilehome owner who moves his/her home to another location within one hundred miles of the Park. An estimate of the cost of such relocation is included in Appendix 21.

#### G. REPLACEMENT HOUSING

Per SMC Section 19.72.090(f)(2), the CIR must specify the type of replacement housing proposed for each resident. Based on the options above, residents and tenants have the option of choosing the Fully Verified Option or the Lump Sum Option to assist in obtaining replacement rental housing, relocating their mobilehome, or purchasing another home.

#### H. MOBILEHOME OWNERS WHO DO NOT RESIDE AT THE PARK AND SUB-TENANTS

The California state Legislature has declared 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.” Subtenants who rent from mobilehome owners do not need to move their mobilehomes, so the MRL’s unique protections are not necessary for those subtenants. In addition, the Applicant does not have a contractual relationship with subtenants who rent from mobilehome owners. The Applicant is aware that 3 mobilehomes at Blue Bonnet are currently sub-leased from someone other than the Park owner. Those mobilehome owners are not eligible for relocation assistance, except for the appraised value of the mobilehome.

#### I. WAIVER AGREEMENTS

Pursuant to SMC Section 19.72.080(c), 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 Applicant is aware that this provision applies to at least seven (7) spaces, where tenants who rent from the Park Owner have waived their rights to relocation assistance in written waiver agreements. As set forth in Section 13 A., the tenants who executed waiver agreements (See Appendix 13) will be entitled to a single lump sum payment of \$7,500 and no other relocation assistance.

### SECTION 18: SUMMARY OF RELOCATION ASSISTANCE BY CATEGORY

There are two groups of residents and tenants at Blue Bonnet who are eligible for relocation assistance. The first group is the Resident Homeowners, who own their

mobilehomes and live in them at the Park. The second group consists of Tenants and Subtenants who rent their mobilehomes. Both of these groups are considered “residents” as defined in SMC Section 19.72. Absentee Mobilehome Owners, who do not live at the Park, will not receive relocation assistance.

#### A. RELOCATION ASSISTANCE FOR RESIDENTS (MOBILE HOME OWNERS WHO RESIDE AT THE PARK)

Within the group, there are two options presented to each resident under the Ordinance. The first is to sell their home to the Applicant for 100% of the appraised on-site value of their homes and receive Option 1, the “Fully Verified Option.” The second option is to sell their home to the Applicant as above and receive Option 2, the “Lump Sum Option.” Since most of the homes at Blue Bonnet are single wide mobilehomes that are most often are or one or two bedrooms, the payment scenarios in the tables below provide an anticipated hypothetical breakdown of payment options by one-bedroom and two-bedroom unit size.

**TABLE 10: OPTION 1, FULLY VERIFIED SCENARIO FOR MOBILEHOME OWNERS WHO LIVE IN THE PARK**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$900	\$900
B.	Actual new rent ( <i>not to exceed Average Sunnyvale Rent<sup>35</sup></i> )	\$2,255 <sup>36</sup>	\$2,567 <sup>37</sup>
C.	Monthly rent subsidy (B – A) <sup>38</sup>	\$1,355	\$1,667
D.	Total rent subsidy for 24 months (C x 24)	\$32,520	\$40,008
E.	First month’s rent	\$2,255	\$2,567
F.	Last month’s rent	\$2,255	\$2,567
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,255	\$2,567
H.	<b>Total Rent Subsidy</b> (D + E + F + G)	<b>\$39,285</b>	<b>\$47,709</b>
I.	Moving allowance	\$1,750 <sup>39</sup>	\$2,150 <sup>40</sup>
J.	Full appraised value ( <i>average appraised amount is shown here</i> )	\$87,586	\$87,586
K.	<b>TOTAL ASSISTANCE</b>	<b>\$128,621</b>	<b>\$137,445</b>

<sup>35</sup> See Appendix 22.

<sup>36</sup> Estimate only.

<sup>37</sup> Estimate only.

<sup>38</sup> Not all residents will receive this subsidy. Only residents who are senior, low income or disabled are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

<sup>39</sup> Based on a single wide mobilehome.

<sup>40</sup> Based on a double wide mobilehome.

**TABLE 11: OPTION 2, “LUMP SUM OPTION” SCENARIO FOR MOBILEHOME OWNERS WHO LIVE IN THE PARK**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$900	\$900
B.	90% of Average Sunnyvale Rent <sup>41</sup>	\$2,030	\$2,310
C.	Monthly rent subsidy (B – A) <sup>42</sup>	\$1,130	\$1,410
D.	Total rent subsidy for 24 months(C x 24)	\$27,120	\$33,840
E.	First month’s rent (based on B)	\$2,030	\$2,310
F.	Last month’s rent (based on B)	\$2,030	\$2,310
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,030	\$2,310
H.	<b>Total Rent Subsidy</b> (D + E + F + G)	<b>\$33,210</b>	<b>\$40,770</b>
I.	Moving allowance	\$1,750	\$2,150
J.	Full appraised value	\$87,586	\$87,586
K.	<b>TOTAL ASSISTANCE</b>	<b>\$122,546</b>	<b>\$130,506</b>

**TABLE 12: OPTION 2, “LUMP SUM OPTION” SCENARIO FOR MOBILEHOME OWNERS WHO LIVE IN THE PARK WITH INCENTIVE BONUS**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$900	\$900
B.	95% of Average Sunnyvale Rent <sup>43</sup>	\$2,143	\$2,439
C.	Monthly rent subsidy (B – A) <sup>44</sup>	\$1,243	\$1,539
D.	Total rent subsidy for 24 months(C x 24)	\$29,832	\$36,936
E.	First month’s rent (based on B)	\$2,143	\$2,439
F.	Last month’s rent (based on B)	\$2,143	\$2,439
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,143	\$2,439
H.	<b>Total Rent Subsidy</b> (D + E + F + G)	<b>\$36,261</b>	<b>\$44,253</b>
I.	Moving allowance	\$1,750	\$2,150
J.	Full appraised value	\$87,586	\$87,586
K.	<b>TOTAL ASSISTANCE</b>	<b>\$125,597</b>	<b>\$133,989</b>

<sup>41</sup> See Appendix 22.<sup>42</sup> Not all residents will receive this subsidy. Only residents who are senior, low income or disabled are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).<sup>43</sup> See Appendix 22.<sup>44</sup> Not all residents will receive this subsidy. Only residents who are senior, low income or disabled and who did not waive their right to relocation assistance are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

## B. RELOCATION ASSISTANCE FOR TENANTS AND SUBTENANTS (WHO RENT THEIR MOBILEHOMES IN THE PARK)

The second group of persons who reside at Blue Bonnet are tenants who rent a mobilehome pursuant to a bona fide lease agreement. To the Applicant's knowledge, there are 23 households who are tenants to Park owned mobilehomes pursuant to lease agreements with the Park Owner or her predecessor. Three additional households are subtenants pursuant to lease agreements with mobilehome owners. Therefore, there are 26 total homes that are rented. Of the 23 households who rent homes from the Park, at least 7 have signed waivers of relocation assistance agreements; 8 include minor children; and 18 are low income (income information has not been verified). The tables below summarize the relocation assistance that will be offered to tenants and subtenants of the Park who have not signed waiver of relocation assistance agreements.

**TABLE 13: OPTION 1, FULLY VERIFIED SCENARIO FOR TENANTS<sup>45</sup> AND SUBTENANTS**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$1,536	\$1,665
B.	Actual new rent ( <i>not to exceed Average Sunnyvale Rent</i> ) <sup>46</sup>	\$2,255	\$2,567
C.	Monthly rent subsidy (B – A) <sup>47</sup>	\$719	\$902
D.	Total rent subsidy for 24 months (C x 24)	\$17,256	\$21,648
E.	First month's rent	\$2,255	\$2,567
F.	Last month's rent	\$2,255	\$2,567
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,255	\$2,567
H.	<b>Total Rent Subsidy (D + E + F + G)</b>	<b>\$24,021</b>	<b>\$29,349</b>
I.	Moving allowance	\$1,750 <sup>48</sup>	\$2,150 <sup>49</sup>
J.	Full appraised value	N/A	N/A
K.	<b>TOTAL ASSISTANCE</b>	<b>\$25,771</b>	<b>\$31,499</b>

<sup>45</sup> Tenants who have not waived relocation assistance.

<sup>46</sup> See Appendix 22.

<sup>47</sup> Not all residents will receive this subsidy. Only residents who are senior, low income or disabled and who did not waive their right to relocation assistance are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

<sup>48</sup> Based on a single wide mobilehome.

<sup>49</sup> Based on a double wide mobilehome.

**TABLE 14: OPTION 2, “LUMP SUM SCENARIO” FOR TENANTS<sup>50</sup> AND SUBTENANTS**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$1,536	\$1,665
B.	90% of Average Sunnyvale Rent <sup>51</sup>	\$2,030	\$2,310
C.	Monthly rent subsidy (B – A) <sup>52</sup>	\$494	\$645
D.	Total rent subsidy for 24 months (C x 24)	\$11,856	\$15,480
E.	First month’s rent (based on B)	\$2,030	\$2,310
F.	Last month’s rent (based on B)	\$2,030	\$2,310
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,030	\$2,310
H.	<b>Total Rent Subsidy (D + E + F + G)</b>	<b>\$17,946</b>	<b>\$22,410</b>
I.	Moving allowance	\$1,750	\$2,150
J.	<b>TOTAL ASSISTANCE</b>	<b>\$19,696</b>	<b>\$24,560</b>

**TABLE 15: OPTION 2, “LUMP SUM SCENARIO” FOR TENANTS<sup>53</sup> AND SUBTENANTS WITH BONUS**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$1,536	\$1,665
B.	95% of Average Sunnyvale Rent <sup>54</sup>	\$2,143	\$2,439
C.	Monthly rent subsidy (B – A) <sup>55</sup>	\$607	\$774
D.	Total rent subsidy for 24 months (C x 24)	\$14,568	\$18,576
E.	First month’s rent (based on B)	\$2,143	\$2,439
F.	Last month’s rent (based on B)	\$2,143	\$2,439
G.	Deposit ( <i>not to exceed 1 month of rent</i> )	\$2,143	\$2,439
H.	<b>Total Rent Subsidy (D + E + F + G)</b>	<b>\$20,997</b>	<b>\$25,893</b>
I.	Moving allowance	\$1,750	\$2,150
J.	<b>TOTAL ASSISTANCE</b>	<b>\$22,747</b>	<b>\$28,043</b>

<sup>50</sup> Tenants who have not waived relocation assistance and who are senior, low income or disabled.

<sup>51</sup> See Appendix 22.

<sup>52</sup> Not all residents will receive this subsidy. Only residents who are senior, low income or disabled and who did not waive their right to relocation assistance are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

<sup>53</sup> Tenants who have not waived relocation assistance.

<sup>54</sup> See Appendix 22.

<sup>55</sup> Not all residents will receive this subsidy. Only residents, who did not sign waivers of relocation assistance and who are senior, low income or disabled are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).

### C. RELOCATION ASSISTANCE FOR MOBILE HOME OWNERS WHO WISH TO RELOCATE THEIR MOBILE HOMES

Additionally, another potential relocation selection exists for mobilehome owners. They may request that the Applicant move their mobilehome from the Park to a location within 100 miles and to receive other relocation assistance as provided in the Ordinance. The Applicant shall pay the lowest of 3 estimates to relocate the mobilehome up to a distance of 100 miles. Relocation includes the cost of disassembly of the mobilehome, transportation to the new site, reinstallation, replacement or reconstruction of blocks, skirting, siding, porches, decks and awnings, earthquake bracing if necessary, insurance coverage during transport and utility hook-ups. Several companies that provide these services were contacted for estimates. Only one company responded with a full estimate, which is attached in Appendix 21. That estimate is used for illustration purposes only in the table below. The Applicant will also pay a moving allowance and rent subsidy, if applicable. The table below illustrates a hypothetical breakdown of payments to residents who relocate their mobilehomes. Mobilehome owners who do not live in the park may also receive the lowest of 3 estimates to relocate the mobilehome up to a distance of 100 miles, but they will not receive the rent subsidy or relocation assistance.

(continued on next page)

**TABLE 16: ALTERNATIVE OPTION FOR RESIDENTS WHO RELOCATE THEIR MOBILE HOMES**

ITEM		1-BEDROOM	2-BEDROOM
A.	Current rent for space in the Park ( <i>estimated with Park average</i> )	\$900	\$900
B.	Actual new rent for space at the new park ( <i>estimated with average rents for similar parks</i> )	\$1,145	\$1,145
C.	Monthly rent subsidy (B-A) <sup>56</sup>	\$245	\$245
D.	Total rent subsidy for 24 months (C x 24)	\$2,940	\$2,940
E.	Actual first month's rent for space at the new park ( <i>estimate average rent for similar parks</i> )	\$1,145	\$1,145
F.	Actual last month's rent for space at the new park ( <i>estimate average rent for similar parks</i> )	\$1,145	\$1,145
G.	Actual deposit ( <i>not to exceed 1 month of rent</i> )	\$1,145	\$1,145
H.	<b>Total Rent Subsidy (D + E + F + G)</b>	<b>\$3,435</b>	<b>\$3,435</b>
I.	Moving Allowance	\$1,750	\$2,150
J.	Cost to move mobilehome ( <i>based on one estimate, will be the lowest of three estimates</i> )	\$12,200	\$18,300
K.	<b>TOTAL ASSISTANCE</b>	<b>\$17,385</b>	<b>\$23,885</b>

**SECTION 19: CONTACT INFORMATION FOR SERVICES**

Pursuant to SMC Section 19.72.090(g) (1)-(3) contact information for services was obtained and is provided accordingly.

- (1) **Relocation Specialist.** The Relocation Specialist from the director's list with an explanation of services available.

A Relocation Specialist was retained from the Director's list, Autotemp, Inc. and has prepared this report and relocation plan. See Appendix 24 for the Relocation Specialist qualifications and explanation of services.

- (2) **Moving Companies.** The names, contact information and fee schedules of moving companies selected by the Relocation Specialist and approved by

<sup>56</sup> Not all residents will receive this subsidy. Only residents, who did not sign waivers of relocation assistance and who are senior, low income or disabled are entitled to receive the rent subsidy. SMC Section 19.72.080(2) (B).



the director, along with estimates for moving the mobilehome, furniture, and personal belongings.

This information has been obtained and is available in Appendices 20 and 21. Moving rates ranged between approximately \$1,750-\$2,850 dollars for the packing of personal property and moving within a 20 mile radius.

- (3) **Appraisers.** Names, contact information and fee schedules of qualified mobilehome appraiser from the Director's list.

Appraisers were contacted from the Director's list of qualified appraisers. See Appendix 25. However, pursuant to industry standards, the appraisers do not provide a fee schedule for appraisals of individual mobilehomes. A resident seeking their own appraisal will need to contact the appraisers on the City's list and obtain a quote for appraising their mobilehome.

## SECTION 20: NEXT STEPS

After review of the Conversion Impact Report by the Director and staff members of the Sunnyvale Community Development Department, the Conversion Impact Report will be translated into Spanish. Prior to the end of September 2016 each mobilehome *owner* will receive a copy of the CIR, a copy of the appraisal of his/her home, a letter outlining the proposed mitigation assistance and notice of a meeting to be held to discuss the contents of the CIR. By the end of August, each *tenant* and *subtenant* will receive a copy of the CIR, a letter outlining the proposed mitigation assistance and notice of the meeting to be held to discuss the contents of the CIR. It is anticipated that the city's Housing and Human Services Commission will hold a hearing to review the CIR on or about November 16, 2016. Assuming the Commission approves the CIR, the next step will be City Council review and approval of the CIR.

## CONCLUSION

This Conversion Impact Report details the relocation assistance required by SMC, Title 19, Sections 19.12.020 – 19.98.070 and addresses specifically the relocation assistance which will be provided to the various categories of Park residents – home owners, tenants, and sub-tenants. Secondly, the CIR contains a timetable which hopefully provides the Park residents with sufficient notice of upcoming milestones in the conversion/closure process to allow them to plan accordingly. While the relocation assistance is set forth in the CIR, the actual process of relocation will occur over many months and with substantive interaction between people who live at the Park or own mobilehomes at the Park and the Housing Relocation Specialist(s). The Applicant has



submitted this report in good faith knowing that it is not possible for it to mitigate every adverse impact which the closure of Blue Bonnet will have. It is the Applicant's intention to work closely with City Staff, the Housing Relocation Specialist and the residents to make this process proceed in a manner that results in relocating residents to housing that meets their needs and choices for relocation of their household.

October 3, 2016

  
MARGARET E. NANDA

October 3, 2016

  
DAVID RICHMAN

814\1327067.21  
9/16/16

# **APPENDIX 1**



# PLANNING DIVISION APPLICATION FORM

## COMMUNITY DEVELOPMENT DEPARTMENT

## PROJECT INFORMATION

Project Address/Location 617 East Evelyn Avenue		Assessor's Parcel Number (APN) 209-02-001	
Project Description Closure Impact Report Review			
<b>PROPERTY OWNER</b>		<b>APPLICANT</b>	
Name Sue Chuang		Company East Dunne Investors LLC	
Contact Person Sue Chuang		Contact Person Joshua Vrotsos	
Address 142 Park Avenue		Address 385 Woodview Avenue, Suite 100	
City Palo Alto		City Morgan Hill	
State CA	Zip 94306	State CA	Zip 95037
Phone ( )	Email chuang_sue@hotmail.com	Phone ( 408 ) 762-7108	Email jvrotsos@dividendhomes.com
Property Owner Signature <i>[Signature]</i>		Applicant Signature <i>[Signature]</i>	
Date 1/27/16		Date 1/27/16	

## CHECK ALL APPLICABLE REQUESTS (OFFICE USE ONLY)

<b>STAFF LEVEL REVIEWS</b> \$ _____ <input type="checkbox"/> SF/Duplex Design Review \$ _____ <input type="checkbox"/> Large Family Child Care Home \$ _____ <input type="checkbox"/> Miscellaneous Plan Permit \$ _____ <input type="checkbox"/> Preliminary Review \$ _____ <input type="checkbox"/> Tree Removal Permit: None w/ Certified Arborist Report by PG&E \$ _____ <input type="checkbox"/> Signs: New (not MSP) Temp. MSP Minor MSP mod. \$ _____ <input type="checkbox"/> Architectural Review, Landscaping, Parking & Lighting \$ _____ <input type="checkbox"/> Temporary and Unenclosed Use \$ _____ <input type="checkbox"/> Vendor \$ _____ <input type="checkbox"/> Telecommunication Facility New Renewal 2-yr Compliance Review \$ _____ <input type="checkbox"/> Waiver: Screening Undergrounding \$ _____ <input type="checkbox"/> Extension of Time \$ _____ <input checked="" type="checkbox"/> Other: <u>CIR</u>	<b>PUBLIC HEARING REVIEWS</b> \$ _____ <input type="checkbox"/> Zoning Administrator Review DR UP SDP VAR Plan Review Moffett Park \$ _____ <input type="checkbox"/> Parcel Map \$ _____ <input type="checkbox"/> Tentative Map Base Fee Per Lot Fee Mod. TM COAs \$ _____ <input type="checkbox"/> Planning Commission Review DR UP SDP VAR Plan Review Moffett Park \$ _____ <input type="checkbox"/> City Council Review GPI GPA/SP Zoning Dist./Text PD HH/S per lot \$ _____ <input type="checkbox"/> Heritage Preservation Review RAP LAP Minor Rev./Change \$ _____ <input type="checkbox"/> Environmental Review IS/Assessment Study Rev. EIR EIR Prep (10%) \$ _____ <input type="checkbox"/> Development Agreement New/Major Mod. Minor Mod. Annual Review \$ _____ <input type="checkbox"/> Art Permit (Arts Commission) \$ _____ <input type="checkbox"/> Appeal: _____ \$ _____ <input type="checkbox"/> Engineering Review \$ _____ <input type="checkbox"/> Other: _____
TOTAL \$ <u>5,617.00</u>	

## PLANNING PROJECT INFORMATION &amp; PAYMENT (OFFICE USE ONLY)

Project Number 2016-7065		Type of Payment <input type="checkbox"/> Check # _____ <input checked="" type="checkbox"/> Credit # <u>006</u> <input type="checkbox"/> Cash	
Accepted By MI	Filing Date 1/28/16	Receipt # 139150	
(Non-Public Hearing Items Only)			
<input type="checkbox"/> Approved <input type="checkbox"/> Approved w/ Conditions of Approval (see letter) <input type="checkbox"/> Denied BY _____			
FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT DATE _____			

# **APPENDIX 2**



February 10, 2016

Resident of Blue Bonnet Mobile Home Park  
617 E. Evelyn Ave.  
Sunnyvale, CA 94086

Re: Notice of Application for Review of Conversion Impact Report  
**Blue Bonnet Mobile Home Park: Application 2016-7065**

Dear Resident:

On January 28, 2016, the owner of Blue Bonnet Mobile Home Park, Sue Chuang, submitted an application to the City for review of a Conversion Impact Report (CIR). This means the owner is considering closing the park and converting the property to another use.

The City's Mobile Home Park Conversion Ordinance, Chapter 19.72 of the Sunnyvale Municipal Code, 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 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 **February 17, 2016** 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, Inc.**, to assist with the conversion process. The relocation specialist will gather information from residents to help determine resident relocation assistance needs and will 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, David Richman of Autotemp, at 888-202-9195. You may also

ADDRESS ALL MAIL TO: P.O. BOX 3707 SUNNYVALE, CALIFORNIA 94088-3707  
TDD (408) 730-7500

Letter to Blue Bonnet Residents  
February 10, 2016  
Page 2

contact the City Housing Division at (408) 730-7250 or at [Housing@sunnyvale.ca.gov](mailto:Housing@sunnyvale.ca.gov) for more information. The Conversion Ordinance is available online at: [MobileHomeParks.inSunnyvale.com](http://MobileHomeParks.inSunnyvale.com).

Sincerely,



Trudi Ryan  
Director, Community Development Department

Cc: Sue Chuang  
Council  
City Manager Deanna Santana

**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.

**CƯ 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。

# **APPENDIX 3**

SUE CHUANG, Owner  
BLUE BONNET MOBILEHOME PARK

February 10, 2016

Dear Resident of Blue Bonnet Mobilehome Park:

As the Park Owner of Blue Bonnet Mobilehome Park I have made the difficult decision to close the park and convert it to a different use. I have entered into a contract of sale for the Park with East Dunne Investors. I would like to invite you to a meeting on Wednesday, **February 17, 2016** at The Domain Hotel located at 1085 E El Camino Real, Sunnyvale. There will be two separate meetings offering the same information, the first from **3 pm - 4:30 pm** and the other from **5 pm - 6:30 pm**. You only need to attend one meeting. The subject of the meeting will be to inform the residents of Blue Bonnet Mobilehome Park that the park will be closing and to discuss the process for closure and answer as many questions as we can about the closure process. It is my goal moving forward to keep residents as well informed as possible on the park's closure and status of your relocation options and relocation assistance.

At these meetings you will be introduced to first, members of the City of Sunnyvale Housing Staff as well as consultants that are working for, and with the city of Sunnyvale 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 and Vietnamese translation will be provided for all meetings if needed. If you need translation into another language or you are in need of transportation to or from the meeting, other special accommodations, or if you cannot attend at these times, please notify **Josh Vrotsos** on behalf of the Park Buyer, **East Dunne Investors at (408)762-7108** as soon as possible so we can make arrangements for you. Refreshments will be provided at each meeting.

**Blue Bonnet Mobilehome Park -- Informational Meeting Invitation:**

<b>What type of meeting?</b>	An informational meeting to explain the next steps of the Blue Bonnet Mobilehome Park closure process.
<b>Who should attend?</b>	All park residents, whether owners or renters of mobilehomes. (Head of Household)
<b>Where?</b>	Domain Hotel, 1085 E El Camino Real, Sunnyvale, CA 94087
<b>When?</b>	Two separate meetings on <u>Wednesday, <b>February 17, 2016:</b></u> <ul style="list-style-type: none"> <li>• Meeting #1: from 3:00 pm - 4:30 pm</li> <li>• Meeting #2: from 5:00 pm - 6:30 pm</li> </ul>

Sincerely,

Sue Chuang, Owner  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Housing Officer, City of Sunnyvale, Trudi Ryan, Director of Community Development, City of Sunnyvale, David Richman, Autotemp Inc. (Via electronic mail only)



SUE CHUANG, Owner  
BLUE BONNET MOBILEHOME PARK

**CORRECTION**

[Resident]:

As the Park Owner of Blue Bonnet Mobilehome Park I have made the difficult decision to close the park and convert it to a different use. I have entered into a contract of sale for the Park with East Dunne Investors. I would like to invite you to a meeting on Wednesday, February 17, 2016 at The Domain Hotel located at 1085 E El Camino Real, Sunnyvale. There will be two separate meetings offering the same information, the first from **3 pm - 4:30 pm** and the other from **5 pm - 6:30 pm**. You only need to attend one meeting. The subject of the meeting will be to inform the residents of Blue Bonnet Mobilehome Park that the park will be closing and to discuss the process for closure and answer as many questions as we can about the closure process. It is my goal moving forward to keep residents as well informed as possible on the park's closure and status of your relocation options and relocation assistance.

At these meetings you will be introduced to first, members of the City of Sunnyvale Housing Staff as well as consultants that are working for, and with the city of Sunnyvale 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 and Vietnamese translation will be provided for all meetings if needed. If you need translation into another language or you are in need of transportation to or from the meeting, other special accommodations, or if you cannot attend at these times, please notify **Josh Vrotsos** on behalf of the Park Buyer, **East Dunne Investors at (408)762-7108** as soon as possible so we can make arrangements for you. Refreshments will be provided at each meeting.

**Blue Bonnet Mobilehome Park -- Informational Meeting Invitation:**

<b>What type of meeting?</b>	An informational meeting to explain the next steps of the Blue Bonnet Mobilehome Park closure process.
<b>Who should attend?</b>	All park residents, whether owners or renters of mobilehomes. (Head of Household)
<b>Where?</b>	Domain Hotel, 1085 E El Camino Real, Sunnyvale, CA 94087
<b>When?</b>	Two separate meetings on <b><u>WEDNESDAY, February 17, 2016:</u></b> <ul style="list-style-type: none"> <li>• Meeting #1: from 3:00 pm - 4:30 pm</li> <li>• Meeting #2: from 5:00 pm - 6:30 pm</li> </ul>

Sincerely,

Sue Chuang, Owner  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Housing Officer, City of Sunnyvale, Trudi Ryan, Director of Community Development, City of Sunnyvale, David Richman, Autotemp Inc. (Via electronic mail only)

SUE CHUANG, Dueña  
BLUE BONNET MOBILEHOME PARK

8 de febrero de 2016

Estimado Residente del Blue Bonnet Mobilehome Park:

Como dueña del Parque Blue Bonnet Mobilehome Park, he tomado la difícil decisión de cerrar el parque y convertirlo para un uso diferente. He celebrado un contrato de venta para el Parque con East Dunne Investors. Me gustaría invitarle a una reunión el Miércoles, 17 de febrero del 2016 en el Domain Hotel ubicado en el 1085 E El Camino Real, Sunnyvale. Habrá dos reuniones distintas ofreciendo la misma información, la primera entre **3pm-4:30pm** y la otra de **5pm a 6:30 pm**. Solo necesita asistir una reunión. El objeto de la reunión será de notificar a los residentes de Blue Bonnet Mobilehome Park que el parque se cerrará y hablar sobre el proceso de cierre y contestar tantas preguntas como sea posible sobre el proceso de cierre. Mi meta a plazo largo es de mantener a los residentes lo mejor informados posible sobre el cierre del parque y el estatus de sus opciones de ubicación y asistencia para su reubicación.

En estas reuniones, será presentado/presentada a, primero miembros del Equipo de Vivienda de la Ciudad de Sunnyvale tanto como con asesores quienes están trabajando para y con la ciudad de Sunnyvale quienes esbozaran los pasos del cierre. Uno de los asesores será un especialista en reubicación de vivienda quien estará trabajando con usted para ayudarlo a identificar y encontrar nueva vivienda. Usted también tendrá la oportunidad de hacer preguntas durante la reunión.

Se proporcionará traducción al español y el vietnamés para todas las reuniones si es necesario. Si necesita traducción a otro idioma, o si necesita transportación hasta y desde la reunión, u otra acomodación especial, o si usted no puede asistir durante estas horas, favor de notificar a **Josh Vrots** de parte del comprador del parque, **East Dunne Investors at (408)762-7108** tan pronto como sea posible para que podamos hacer los arreglos para usted. Se ofrecerán refrigerios en cada reunión.

**Blue Bonnet Mobilehome Park – Invitación a Reunión de Información:**

- ¿Qué tipo de reunión?** Una reunión ofreciendo información para explicar los siguientes pasos del proceso de cierre de Blue Bonnet Mobilehome Park.
- ¿Quién debería asistir?** Todos los residentes del parque, ya sean dueños u arrendatarios de casas móviles. (Jefe/a de Hogar)
- ¿Dónde?** Domain Hotel, 1085 E El Camino Real, Sunnyvale, CA 94087
- ¿Cuándo?** Dos reuniones separadas Miércoles, 17 de febrero del:
- Reunión #1: desde 3:00 pm - 4:30 pm
  - Reunión #2: desde 5:00 pm - 6:30 pm

Atentamente,

Sue Chuang, Dueña  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Oficial de Vivienda, Ciudad de Sunnyvale, Trudi Ryan, Directora de Desarrollo Comunitario, Ciudad de Sunnyvale, David Richman, Autotemp Inc. (Mediante correo electrónico únicamente)

SUE CHUANG, Dueña  
BLUE BONNET MOBILEHOME PARK

## **CORREGIR ERROR**

Estimado Residente del Blue Bonnet Mobilehome Park:

Como dueña del Parque Blue Bonnet Mobilehome Park, he tomado la difícil decisión de cerrar el parque y convertirlo para un uso diferente. He celebrado un contrato de venta para el Parque con East Dunne Investors. Me gustaría invitarle a una reunión el Miércoles, 17 de febrero del 2016 en el Domain Hotel ubicado en el 1085 E El Camino Real, Sunnyvale. Habrá dos reuniones distintas ofreciendo la misma información, la primera entre **3pm-4:30pm** y la otra de **5pm a 6:30 pm**. Solo necesita asistir una reunión. El objeto de la reunión será de notificar a los residentes de Blue Bonnet Mobilehome Park que el parque se cerrará y hablar sobre el proceso de cierre y contestar tantas preguntas como sea posible sobre el proceso de cierre. Mi meta a plazo largo es de mantener a los residentes lo mejor informada posible sobre el cierre del parque y el estatus de sus opciones de ubicación y asistencia para su reubicación.

En estas reuniones, será presentado/presentada a, primero miembros del Equipo de Vivienda de la Ciudad de Sunnyvale tanto como con asesores quienes están trabajando para y con la ciudad de Sunnyvale quienes esbozaran los pasos del cierre. Uno de los asesores será un especialista en reubicación de vivienda quien estará trabajando con usted para ayudarlo a identificar y encontrar nueva vivienda. Usted también tendrá la oportunidad de hacer preguntas durante la reunión.

Se proporcionará traducción al español y el vietnamés para todas las reuniones si es necesario. Si necesita traducción a otro idioma, o si necesita transportación hasta y desde la reunión, u otra acomodación especial, o si usted no puede asistir durante estas horas, favor de notificar a **Josh Vrots** de parte del comprador del parque, **East Dunne Investors at (408)762-7108** tan pronto como sea posible para que podamos hacer los arreglos para usted. Se ofrecerán refrigerios en cada reunión.

### **Blue Bonnet Mobilehome Park – Invitación a Reunión de Información:**

- ¿Qué tipo de reunión?** Una reunión ofreciendo información para explicar los siguientes pasos del proceso de cierre de Blue Bonnet Mobilehome Park.
- ¿Quién debería asistir?** Todos los residentes del parque, ya sean dueños u arrendatarios de casas móviles. (Jefe/a de Hogar)
- ¿Dónde?** Domain Hotel, 1085 E El Camino Real, Sunnyvale, CA 94087
- ¿Cuándo?** Dos reuniones separadas **Miércoles, 17 de febrero del 2016:**
- Reunión #1: desde 3:00 pm - 4:30 pm
  - Reunión #2: desde 5:00 pm - 6:30 pm

Atentamente,

Sue Chuang, Dueña  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Oficial de Vivienda, Ciudad de Sunnyvale, Trudi Ryan, Directora de Desarrollo Comunitario, Ciudad de Sunnyvale, David Richman, Autotemp Inc. (Mediante correo electrónico únicamente)

SUE CHUANG, Chủ Nhân  
BLUE BONNET MOBILEHOME PARK

Ngày 10 tháng Hai năm 2016

Cư dân của Blue Bonnet Mobilehome Park Thân mến:

Như là chủ nhân của Blue Bonnet Mobilehome Park, tôi đã ra một quyết định khó khăn trong việc đóng cửa công viên và chuyển qua một việc sử dụng khác. Tôi đã tham gia vào một hợp đồng mua bán Park cho Nhà đầu tư East Dunne. Tôi muốn mời quý vị đến tham dự cuộc họp vào thứ Tư ngày 17 Tháng 2 năm 2016 tại Khách sạn Domain tọa lạc tại địa chỉ 1085 E El Camino Real, Sunnyvale. Sẽ có hai buổi họp riêng biệt để cung cấp các thông tin tương tự, buổi họp đầu tiên từ **3 giờ chiều tới 4 giờ 30 chiều** và buổi khác từ **5 giờ chiều tới 6 giờ 30 tối.** Quý vị chỉ cần đến tham dự một buổi họp. Các chủ đề của buổi họp sẽ được thông báo cho các cư dân của Blue Bonnet Mobilehome Park biết rằng Park sẽ đóng cửa và thảo luận về quá trình đóng cửa và trả lời tất cả câu hỏi mà chúng tôi có thể về quá trình đóng cửa. Đây là mục tiêu của tôi đang tiến hành để thông báo cho cư dân về việc có thể đóng cửa của Park và tình trạng di dời của quý vị và giúp đỡ cho việc tái định cư.

Tại các buổi họp này, quý vị sẽ được giới thiệu tới, các thành viên của Bộ Nhân sự Nhà đất của thành phố Sunnyvale cũng như các chuyên gia tư vấn đang làm việc cho, và với thành phố Sunnyvale là đại diện sẽ phác thảo ra các bước cho quá trình đóng cửa. Một trong những chuyên gia tư vấn sẽ là một chuyên gia di dời nhà ở, những nhân viên sẽ làm việc với quý vị để giúp quý vị xác định và tìm được nhà mới. Quý vị cũng sẽ có cơ hội đặt các câu hỏi trong buổi họp.

Thông dịch tiếng Tây Ban Nha và tiếng Việt sẽ được phục vụ cho tất cả các buổi họp nếu cần thiết. Nếu quý vị cần dịch sang ngôn ngữ khác hoặc quý vị đang có nhu cầu di chuyển đến hoặc rời buổi họp, những nhu cầu cần thiết đặc biệt khác, hoặc nếu quý vị không thể tham dự vào những lúc này, xin vui lòng thông báo cho Josh Vrotsos là đại diện người mua lại Park, thuộc công ty đầu tư East Dunne tại số điện thoại (408)762-7108 càng sớm càng tốt để chúng tôi có thể sắp xếp cho quý vị. Đồ ăn giải khát nhẹ sẽ được phục vụ tại mỗi buổi họp.

**Blue Bonnet Mobilehome Park – Thông Tin Mời Họp:**

- |                                |   |
|--------------------------------|---|
| <b>Buổi họp này về cái gì?</b> | Đây là một buổi họp thông tin để giải thích các bước tiếp theo của quá trình đóng cửa Blue Bonnet Mobilehome Park.  |
| <b>Ai sẽ cần tham dự?</b>      | Tất cả các cư dân cư ngụ tại Park, dù cho là chủ sở hữu hoặc người thuê nhà mobilehome. (Chủ hộ)  |
| <b>Ở đâu?</b>                  | Khách sạn Domain, 1085 E El Camino Real, Sunnyvale, CA 94087  |
| <b>Khi nào?</b>                | <b><u>Hai buổi họp riêng biệt vào thứ Tư ngày 17 Tháng 2 năm 2016:</u></b> <ul style="list-style-type: none"> <li>• Buổi họp #1: từ 3 giờ chiều tới 4 giờ 30 chiều</li> <li>• Buổi họp #2: từ 5 giờ chiều tới 6 giờ 30 tối</li> </ul> |

Trân trọng,

Sue Chuang, Chủ nhân  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Housing Officer, City of Sunnyvale, Trudi Ryan, Director of Community Development, City of Sunnyvale, David Richman, Autotemp Inc. (Via electronic mail only)

SUE CHUANG, Chủ Nhân  
BLUE BONNET MOBILEHOME PARK

## **sửa sai lầm**

Cư dân của Blue Bonnet Mobilehome Park Thân mến:

Như là chủ nhân của Blue Bonnet Mobilehome Park, tôi đã ra một quyết định khó khăn trong việc đóng cửa công viên và chuyển qua một việc sử dụng khác. Tôi đã tham gia vào một hợp đồng mua bán Park cho Nhà đầu tư East Dunne. Tôi muốn mời quý vị đến tham dự cuộc họp vào thứ Tư ngày 17 Tháng 2 năm 2016 tại Khách sạn Domain tọa lạc tại địa chỉ 1085 E El Camino Real, Sunnyvale. Sẽ có hai buổi họp riêng biệt để cung cấp các thông tin tương tự, buổi họp đầu tiên từ **3 giờ chiều tới 4 giờ 30 chiều** và buổi khác từ **5 giờ chiều tới 6 giờ 30 tối.** Quý vị chỉ cần đến tham dự một buổi họp. Các chủ đề của buổi họp sẽ được thông báo cho các cư dân của Blue Bonnet Mobilehome Park biết rằng Park sẽ đóng cửa và thảo luận về quá trình đóng cửa và trả lời tất cả câu hỏi mà chúng tôi có thể về quá trình đóng cửa. Đây là mục tiêu của tôi đang tiến hành để thông báo cho cư dân về việc có thể đóng cửa của Park và tình trạng di dời của quý vị và giúp đỡ cho việc tái định cư.

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Thông dịch tiếng Tây Ban Nha và tiếng Việt sẽ được phục vụ cho tất cả các buổi họp nếu cần thiết. Nếu quý vị cần dịch sang ngôn ngữ khác hoặc quý vị đang có nhu cầu di chuyển đến hoặc rời buổi họp, những nhu cầu cần thiết đặc biệt khác, hoặc nếu quý vị không thể tham dự vào những lúc này, xin vui lòng thông báo cho Josh Vrotsos là đại diện người mua lại Park, thuộc công ty đầu tư East Dunne tại số điện thoại (408)762-7108 càng sớm càng tốt để chúng tôi có thể sắp xếp cho quý vị. Đồ ăn giải khát nhẹ sẽ được phục vụ tại mỗi buổi họp.

### **Blue Bonnet Mobilehome Park – Thông Tin Mời Họp:**

- |                                |   |
|--------------------------------|---|
| <b>Buổi họp này về cái gì?</b> | Đây là một buổi họp thông tin để giải thích các bước tiếp theo của quá trình đóng cửa Blue Bonnet Mobilehome Park.  |
| <b>Ai sẽ cần tham dự?</b>      | Tất cả các cư dân cư ngụ tại Park, dù cho là chủ sở hữu hoặc người thuê nhà mobilehome. (Chủ hộ)  |
| <b>Ở đâu?</b>                  | Khách sạn Domain, 1085 E El Camino Real, Sunnyvale, CA 94087  |
| <b>Khi nào?</b>                | Hai buổi họp riêng biệt vào <b><u>thứ Tư ngày 17 Tháng 2 năm 2016:</u></b> <ul style="list-style-type: none"> <li>• Buổi họp #1: từ 3 giờ chiều tới 4 giờ 30 chiều</li> <li>• Buổi họp #2: từ 5 giờ chiều tới 6 giờ 30 tối</li> </ul> |

Trân trọng,

Sue Chuang, Chủ nhân  
Blue Bonnet Mobilehome Park

cc: Josh, Vrotsos, East Dunne Investors, Suzanne Ise, Housing Officer, City of Sunnyvale, Trudi Ryan, Director of Community Development, City of Sunnyvale, David Richman, Autotemp Inc. (Via electronic mail only)

# **APPENDIX 4**

# 2016 California Mobilehome Residency Law

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



Senator Connie M. Leyva, Chair  
Select Committee on Manufactured Home Communities

[mobilehomes.senate.ca.gov](http://mobilehomes.senate.ca.gov)

## 2016 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.

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 and Community Development does not have authority to enforce these Civil Code provisions. For example, a park owner 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 manufactured home owner must bring legal action, 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 handbook. 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 the 2016 edition, there are five new amendments to the Mobilehome Residency Law. Also, the FAQs section has been expanded to include information regarding annual distribution of the MRL to tenants; the Resources section has been updated; and the Index has been revised to reflect repagination caused by shrinking of the text throughout the handbook.

This document is available at *[mobilehomes.senate.ca.gov](http://mobilehomes.senate.ca.gov)*.



<b>2016 CALIFORNIA MOBILEHOME RESIDENCY LAW</b>
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## 2016 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)

#### **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)

#### **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)

#### **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)

#### **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 prioryear:
  - (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.

## 2016 CALIFORNIA MOBILEHOME RESIDENCY LAW

(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 13 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.

(Amended by Stats. 2014, Chap. 298 (AB 2753, Committee on Housing), eff. 1/1/2015)

**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 specific current residential 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 60<sup>th</sup> 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) **(1)** 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.
- (2) (A) Notwithstanding any other law, if the management of a mobilehome park acquires a mobilehome after enforcing the warehouse lien and files a notice of disposal pursuant to subparagraph (B) with the Department of Housing and Community Development to designate the mobilehome for disposal, management or any other person enforcing this warehouse lien shall not be required to pay past or current vehicle license fees required by Section 18115 of the Health and Safety Code or obtain a tax**

*clearance certificate, as set forth in Section 5832 of the Revenue and Taxation Code, provided that management notifies the county tax collector in the county in which the mobilehome is located of management's intent to apply to have the mobilehome designated for disposal after a warehouse lien sale. The written notice shall be sent to the county tax collector no less than 10 days after the date of the sale to enforce the lien against the mobilehome by first class mail, postage prepaid.*

- (B) (i) *In order to dispose of a mobilehome after a warehouse lien sale, the management shall file a notice of disposal with the Department of Housing and Community Development in the form and manner as prescribed by the department, no less than 10 days after the date of sale to enforce the lien against the mobilehome.*
  - (ii) *After filing a notice of disposal pursuant to clause (i), the management may dispose of the mobilehome after obtaining the information required by applicable laws.*
  - (C) (i) *Within 30 days of the date of the disposal of the mobilehome, the management shall submit to the Department of Housing and Community Development all of the following information required for completing the disposal process:*
    - (I) *Photographs identifying and demonstrating that the mobilehome was uninhabitable by the removal or destruction of all appliances and fixtures such as ovens, stoves, bathroom fixtures, and heating or cooling appliances prior to its being moved.*
    - (II) *A statement of facts as to the condition of the mobilehome when moved, the date it was moved, and the anticipated site of further dismantling or disposal.*
    - (III) *The name, address, and license number of the person or entity removing the mobilehome from the mobilehome park.*
  - (ii) *The information required pursuant to clause (i) shall be submitted under penalty of perjury.*
  - (D) *For purposes of this paragraph, "dispose" or "disposal" shall mean the removal and destruction of an abandoned mobilehome from a mobilehome park, thus making it unusable for any purpose and not subject to, or eligible for, use in the future as a mobilehome.*
- (f) All written notices required by this section, *except the notice in paragraph (2) of subdivision (e)*, 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. 2015, Chap. 376 (AB 999, Daly), eff. 1/1/2016)

#### **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.
- (D) It is not permanently affixed to the land.**
- (2) ~~For purposes of~~ **As used** in 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).
  - (C) "Dispose" or "disposal" shall mean the removal and destruction of an abandoned mobilehome from a mobilehome park, thus making it unusable for any purpose and not subject to, or eligible for, use in the future as a mobilehome.**
- (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) **(1)** 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.
  - (2) To dispose of an abandoned mobilehome pursuant to subdivision (f), the management shall also do all of the following:**
    - (A) Declare in the petition that the management will dispose of the abandoned mobilehome, and therefore will not seek a tax clearance certificate as set forth in Section 5832 of the Revenue and Taxation Code.**
    - (B) Declare in the petition whether the management intends to sell the contents of the abandoned mobilehome before its disposal.**
    - (C) Notify the county tax collector in the county in which the mobilehome park is located of the declaration that management will dispose of the abandoned mobilehome by sending a copy of the petition by first class mail.**
    - (D) Declare in the petition that management intends to file a notice of disposal with the Department of Housing and Community Development and complete the disposal process consistent with the requirements of subdivision (f).**
- (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 **and tenders all past due rent and other charges**, 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) To sell an abandoned mobilehome, the management shall do all of the following:**
  - (1) (A)** 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) (B)** During this period the management shall post and mail a 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). ***The management shall also provide notice to the county tax collector in the county in which the mobilehome park is located.***

- (3) ***(C)*** At any time prior to the sale of ~~a~~***an abandoned*** mobilehome ***or its contents*** under this section, any person having a right to possession of the ***abandoned*** 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 ***abandoned*** 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) ***(2)*** Following the judgment of abandonment, but not less than 10 days following the notice of sale specified in ~~subdivision (e) paragraph (1)~~, the management may conduct a public sale of the abandoned mobilehome, ~~and its contents,~~ ***or both***. 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) ***(3)*** 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) paragraph (1)~~.
- (h) ***(4)*** The management shall provide the purchaser at the sale ***of an abandoned mobilehome*** 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 ***within 20 days of purchase***. 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.
- (f) ***To dispose of an abandoned mobilehome, the management shall do all of the following:***
  - (1) (A) 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.***
  - (B) During this period the management shall post and mail a notice of intent to dispose of the abandoned mobilehome and its contents under this section, and announcing the date of disposal, in the same manner as provided for the notice of determination of abandonment under subdivision (b). The management shall also provide notice to the county tax collector in the county in which the mobilehome park is located.***
  - (C) (i) The management shall file a notice of disposal with the Department of Housing and Community Development in the form and manner as prescribed by the department.***
  - (ii) Notwithstanding any other law, when filing a notice of disposal pursuant to clause (i), the management shall not be required to pay past or current vehicle license fees required by Section 18115 of the Health and Safety Code or obtain a tax clearance certificated as set forth in Section 5832 of the Revenue and Taxation Code, provided that the management notifies the county tax collector in the county in which the mobilehome is located of the management's intent to apply to have the mobilehome designated for disposal pursuant to this subdivision. The written notice shall be sent to the county tax collector no less than 10 days after the date of the abandonment judgment by first class mail, postage prepaid.***
  - (D) At any time prior to the disposal of an abandoned mobilehome or its contents under this section, any person having a right to possession of the abandoned 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 abandoned mobilehome from the premises pursuant to this subparagraph, the management shall immediately file an acknowledgment of satisfaction of judgment pursuant to Section 724.030 of the Code of Civil Procedure and a cancellation of the notice of disposal with the Department of Housing and Community Development.***
- (2) Following the judgment of abandonment and approval of the notice of disposal by the Department of Housing***

*and Community Development, but not less than 10 days following the notice of disposal specified in paragraph (1), the management may dispose of the abandoned mobilehome after obtaining the information required in subparagraph (A) of paragraph (3).*

- (3) (A) Within 30 days of the date of the disposal of an abandoned mobilehome and its contents, the management shall do both of the following:**
- (i) Submit to the court and the county tax collector in the county in which the mobilehome park is located a statement that the abandoned mobilehome and its contents were disposed with supporting documentation.**
  - (ii) (I) Submit to the Department of Housing and Community Development all of the following information required for completing the disposal process:**
    - (ia) Photographs identifying and demonstrating that the mobilehome was uninhabitable by the removal or destruction of all appliances and fixtures such as ovens, stoves, bathroom fixtures, and heating or cooling appliances prior to its being moved.**
    - (ib) A statement of facts as to the condition of the mobilehome when moved, the date it was moved, and the anticipated site of further dismantling or disposal.**
    - (ic) The name, address, and license number of the person or entity removing the mobilehome from the mobilehome park.**
  - (II) The information required pursuant to subclause (I) shall be submitted under penalty of perjury.**
- (B) Within 30 days of the date of the disposal of an abandoned mobilehome or the date of the sale of its contents, whichever date is later, the management shall submit to the court and the county tax collector in the county in which the mobilehome park is located 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 paragraph (1) and a statement that the abandoned mobilehome was disposed with supporting documentation.**
- (g) Notwithstanding any other law, the management shall not be required to obtain a tax clearance certificate, as set forth in Section 5832 of the Revenue and Taxation Code, to dispose of an abandoned mobilehome and its contents pursuant to subdivision (f). However, any sale pursuant to this section shall be subject to the registration requirements of Section 18100.5 of the Health and Safety Code and the tax clearance certificate requirements of Section 18092.7 of the Health and Safety Code.**

(Amended by Stats. 2015, Chap. 376 (AB 999, Daly), eff. 1/1/2016)

#### ARTICLE 7 - TRANSFER OF MOBILEHOME OR MOBILEHOME PARK

##### **798.70 (Sec. 1) "FOR SALE" SIGNS**

- (a)** 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.
- (b) This section shall remain in effect only until July 1, 2016, and as of that date is repealed.**

(Amended by Chap. 288, Stats. of 2015 (SB 419, McGuire), eff. 1/1/2016)

##### **798.70 (Sec. 2) "FOR SALE" SIGNS**

- (a)** 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 one sign in the window of the mobilehome, or by one sign posted on the side of the mobilehome facing the street, or by one 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 one sign conforming to these requirements indicating that the mobilehome is on display for an "open house," if allowed by the park. The park may allow open houses and may establish reasonable rules or regulations governing how an open house may be conducted, including rules regarding the number of houses allowed to be open at one time, hours, and parking. 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, A-frame, L-frame, or generally accepted yard-arm type design with the sign face perpendicular to, but not extending into, the street. Management may require the use of a step-in L-frame sign. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets that provide information on the mobilehome for sale, exchange, or rent.*

**(b) This section shall become operative on July 1, 2016.**

(Added by Chap. 288, Stats. of 2015 (SB 419, McGuire), eff. 7/1/2016)

**798.71 (Sec. 1) 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.
- (f) This section shall remain in effect until July 1, 2016, and as of that date is repealed.**

(Amended by Chap. 288, Stats. 2015, (SB 419, McGuire), eff. 1/1/2015)

**798.71 (Sec. 2) MANAGEMENT SHOWING OR LISTING – PROHIBITIONS**

- (a) (1) *The management may not show or list for sale a manufactured home or mobilehome without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.*
- (2) *Management may require that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale. If management requires that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale, failure to comply with this requirement does not invalidate a transfer.*
- (b) *The management shall prohibit neither the listing nor the sale of a manufactured home or mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a manufactured home or mobilehome in the mobilehome park through the death of the owner of the manufactured home or mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other*

*than the management. For purposes of this section, "listing" includes advertising the address of the home to the general public.*

- (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.*
- (f) This section shall become operative on July 1, 2016.*

(Added by Chap. 288, Stats. 2015 (SB 419; McGuire), eff. 7/1/2016)

#### **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 (Sec. 1) 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.
- (c) *This section shall remain in effect only until July 1, 2016, and as of that date is repealed.*



(Amended by Stats. 2015, Chap. 288 (SB 419, McGuire), eff. 1/1/2015)

**798.74 (Sec. 2) 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 written request of any selling homeowner or prospective homeowner who proposes to purchase a mobilehome that will remain in the park, management shall inform that person, in writing, of the information management will require and the standards that will be utilized in determining 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 either of the following, the management or owner may be held liable for all damages proximately resulting therefrom:*

- (1) Reasons stated in this article.*
  - (2) Reasons based upon fraud, deceit, or concealment of material facts by the prospective purchaser.*
- (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.*
- (c) *This section shall become operative on July 1, 2016.*

(Added by Stat. 2015, Chap. 288 (SB 419, McGuire), eff. 7/1/2016)

**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.

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(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)

## 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 \_\_\_\_\_

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): \_\_\_\_\_

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

## 2016 CALIFORNIA MOBILEHOME RESIDENCY LAW

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

Prospective Homeowner

Lessee \_\_\_\_\_ Park Owner/Manager \_\_\_\_\_ Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Prospective Homeowner

Lessee \_\_\_\_\_ Park Owner/Manager \_\_\_\_\_ Title \_\_\_\_\_  
 Date: \_\_\_\_\_

(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 parkowner.
- (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 of 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. 2015, Chap. 176 (SB 244, Vidak), eff. 1/1/2016)

#### **~~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 PARTYSALE**

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 Part 5 (commencing with Section 4000) of Division 4, relating to the size and display of political campaign signs, the provisions of this section shall prevail.

(Amended by Stats. 2012, Chap. 181 (SB 806, Torres), eff. 1/1/2013)

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****MANUFACTURED HOME & MOBILEHOME RESALES DISCLOSURE****CIVIL CODE §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 §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. 4<sup>th</sup> 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 §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 §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 §1102.6d MOBILEHOME TRANSFER DISCLOSURE FORM**

Except for manufactured homes and mobilehomes located in a common interest development governed by Part 5 (commencing with Section 4000) of Division 4, 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)

**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.

## 2016 SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

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

<input type="checkbox"/> Range	<input type="checkbox"/> Oven	<input type="checkbox"/> Microwave
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Garbage Disposal
<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/> Carbon Monoxide Devices	<input type="checkbox"/> Fire Alarm
<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Intercom
<input type="checkbox"/> Central Heating	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Wall/Window Air Cndtng
<input type="checkbox"/> Evaporative Cooler(s)	<input type="checkbox"/> Sump Pump	<input type="checkbox"/> Water Softener
<input type="checkbox"/> Porch Decking	<input type="checkbox"/> Porch Awning	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Private Sauna	<input type="checkbox"/> Private Spa	<input type="checkbox"/> Spa Locking Safety Cover
<input type="checkbox"/> Private Hot Tub	<input type="checkbox"/> Hot Tub Locking Cover	<input type="checkbox"/> Gas/Spa Heater
<input type="checkbox"/> Solar/Spa Heater	<input type="checkbox"/> Gas Water Heater	<input type="checkbox"/> Solar Water Heater
<input type="checkbox"/> Electric Water Heater		<input type="checkbox"/> Bottled Propane
<input type="checkbox"/> Carport Awning		
<input type="checkbox"/> Automatic Garage Door Opnrs	<input type="checkbox"/> Attached Garage	<input type="checkbox"/> Detached Garage
<input type="checkbox"/> Window Secure Bars	<input type="checkbox"/> Bedroom Window Quick Release Mechanism	<input type="checkbox"/> Rain Gutters
<input type="checkbox"/> Earthquake Bracing System	<input type="checkbox"/> Washer/Dryer Hookups	

Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_  
 Fireplaces(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,  
 \_\_\_\_\_ 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



## 2016 SELECTED PROVISIONS OF CALIFORNIA LAW RELATING TO MOBILEHOMES

- 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 of 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:

☐ 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:

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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.

(Amended by Stats. 2012, Chap. 181 (SB 806, Torres), eff. 1/1/2014)

**CIVIL CODE §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 §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 §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 §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 §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. TRANSFEREE(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 \_\_\_\_\_

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 §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 §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 §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 §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 §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 §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 §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 §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 §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 §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 §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 §18025 AGENTS SUBJECT TO §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. § 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 §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)

**LOT LINES****HEALTH & SAFETY CODE §18610.5****MOBILEHOME AND SPECIAL OCCUPANCY PARK LOT LINES**

- (a) Park lot lines shall not be created, moved, shifted, or altered without a permit issued to the park owner or operator by the enforcement agency and the written authorization of the registered owner or owners of the mobilehome or manufactured home, if any, located on the lot or lots on which the lot line will be created, moved, shifted, or altered.
- (b) No park lot line shall be created, moved, shifted, or altered, if the action will place the mobilehome owner, as defined by Section 18400.4, of a mobilehome or manufactured home located on a lot in violation of any separation or space requirements under this part or under any administrative regulation.
- (c) The park owner or operator shall submit a written application for the lot line alteration permit to the enforcement agency. The application shall include a list of the names and addresses of the registered owners of mobilehomes or manufactured homes located on the lot or lots that would be altered by the proposed lot line change and the written authorization of the registered owners. The enforcement agency may require, as part of the application for the permit, that a mobilehome park owner or operator submit to the enforcement agency documents needed to demonstrate compliance with this section, including, but not limited to, a detailed plot plan showing the dimensions of each lot altered by the creation, movement, shifting, or alteration of the lot lines. If submission of a plot plan is required, the mobilehome park owner or operator shall provide a copy of the plot plan to the registered owners of mobilehomes or manufactured homes located on each lot that would be altered by the proposed lot line change and provide the enforcement agency, as part of the application, with proof of delivery by first-class postage prepaid of the copy of the plot plan to the affected registered owners.
- (d) The department may adopt a fee, by regulation, payable by the applicant, for the permit authorized by this section.
- (e) If the department is the enforcement agency and the application proposes to reduce or increase the total number of lots available for occupation, the applicant shall submit a copy of that application and any information required by subdivision (c) to the local planning agency of the jurisdiction where the park is located.

(Amended by Stats. 2003, Ch. 815, (SB 54, Dunn). Operative 7/1/2005)

PARK EMERGENCY PREPAREDNESS AND PROCEDURES**HEALTH & SAFETY CODE §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 Office of Emergency Services, 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. 2013, Ch. 352, (AB 1317, Frazier), eff. 9/26/2013)

POLLING PLACE**ELECTIONS CODE §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 §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, eff. 10/2/1985.)

**HEALTH & SAFETY CODE §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, § 90.)

**VEHICLE CODE §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, § 2.)

**TRAFFIC****VEHICLE CODE §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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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).

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Repealed and added 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.

(Added 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.

(Added 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.

(Added 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.

(Added 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.

(Added 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.

(Added 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.

(Repealed and added 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.

(Added 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.

(Added 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.

(Added 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.

(Added 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.

(Amended 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.

(Added 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.

(Added 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.

(Added 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.

(Added 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.

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



# **APPENDIX 5**

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**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

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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 recrea-

tional 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

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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.**

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(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.**

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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.**

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(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.**

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(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.**

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(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:

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- (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.



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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.**

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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

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(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.**

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(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.**

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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.**

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(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).

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(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.

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(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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**ORDENANZA NÚM. 2983-12****ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE SUNNYVALE PARA ENMENDAR CIERTOS ARTÍCULOS DEL TÍTULO 19 (DIVISIÓN POR ZONAS) DEL CÓDIGO MUNICIPAL DE SUNNYVALE CON RESPECTO A LA TRANSFORMACIÓN DE PARQUES DE CASAS MÓVILES PARA OTROS FINES.**

ARTÍCULO 1. ARTÍCULO 19.12.020 ENMENDADO. El artículo 19.12.020 del Capítulo 19.12 (Definiciones) del Título 19 (División por zonas) del Código Municipal de Sunnyvale se enmienda, por la presente, de la siguiente manera:

**19.12.020. “A”**

- (1) - (4) [Texto intacto.]
- (5) [Texto eliminado.]
- (6) - (19) [Reenumerar (5) - (18) consecutivamente. Texto intacto.]

ARTÍCULO 2. ARTÍCULO 19.12.040 ENMENDADO. El artículo 19.12.040 del Capítulo 19.12 (Definiciones) del Título 19 (División por zonas) del Código Municipal de Sunnyvale se enmienda, por la presente, de la siguiente manera:

**19.12.040. “C”**

- (1) “Sala de juegos” se refiere a un establecimiento en el cual se lleve a cabo un juego de cartas a cambio de dinero, cheques, crédito o algún otro objeto de valor.
- (3) – (8) [Reenumerar (2) – (7) consecutivamente. Texto intacto.]
- (10) – (18) [Reenumerar (8) – (16) consecutivamente. Texto intacto.]

ARTÍCULO 3. ARTÍCULO 19.12.050 ENMENDADO. El artículo 19.12.050 del Capítulo 19.12 (Definiciones) del Título 19 (División por zonas) del Código Municipal de Sunnyvale se enmienda, por la presente, de la siguiente manera:

**19.12.050. “D”**

- (1) “Centro de cuidado diurno” se refiere a una edificación o porción de ella en la cual reciben cuidado y supervisión personas, por periodos de menos de veinticuatro horas, a cambio de compensación o lucro. “Centro de cuidado diurno” no incluye “hogares de cuidado diurno familiares”.
- (3) – (15) [Reenumerar (2) – (14) consecutivamente. Texto intacto.]

ARTÍCULO 4. ARTÍCULO 19.12.140 ENMENDADO. Artículo 19.12.140 del Capítulo 19.12 (Definiciones) del Título 19 (División por zonas) del Código Municipal de Sunnyvale se enmienda, por la presente, de la siguiente manera:

**19.12.140. “M”**

- (1) – (3) [Texto intacto.]
- (4) “Casa móvil.” Para obtener la definición, vea el Capítulo 19.72 (Transformación de Parques de Casas Móviles)

(5) “Parque de casas móviles.” Para obtener la definición, vea el Capítulo 19.72 (Transformación de Parques de Casas Móviles).

(5) – (7) [Reenumerar (6) – (8) consecutivamente. Texto intacto.]

ARTÍCULO 5. **CAPÍTULO 19.72 ENMENDADO.** El capítulo 19.72 (Transformación de Parques de Casas Móviles para otros fines) del Título 19 (División por zonas) del Código Municipal de Sunnyvale se enmienda, por la presente, de la siguiente manera:

### **Capítulo 19.72 Transformaciones de Parques de Casas Móviles**

- 19.72.010. Hallazgos y Propósito.**
- 19.72.020. Definiciones.**
- 19.72.030. Aplicabilidad.**
- 19.72.040. Aviso de Intención de Transformar.**
- 19.72.045. Derecho a Compra Negociada.**
- 19.72.050. Informe de Impacto de Transformación (CIR por sus siglas en inglés) Requerido Antes de la Transformación.**
- 19.72.060. Especialistas de Reubicación**
- 19.72.070. Transformación Debido a Menor Ocupación.**
- 19.72.080. Asistencia de Reubicación.**
- 19.72.090. Contenido del CIR.**
- 19.72.100. Reuniones de Aviso y Para Impartir Información del CIR.**
- 19.72.110. Aviso a Posibles Residentes.**
- 19.72.120. Renuncia a Obligaciones de Asistencia de Reubicación.**
- 19.72.130. Hallazgos y Decisiones.**
- 19.72.140. Obligaciones después de la Aprobación del CIR.**

#### **19.72.010 Hallazgos y Propósito.**

(a) **Hallazgos.** El concejo municipal halla que:

(1) Las casas móviles son un tipo importante de vivienda asequible en la ciudad, sobre todo, para las personas de mayor edad y personas de moderados o bajos recursos;

(2) Muchos dueños de casas móviles han hecho una inversión económica cuantiosa en sus casas móviles, y perder dicha inversión limitaría su capacidad de encontrar otra vivienda;

(3) Los espacios de casas móviles vacíos en los parques de casas móviles comparables son escasos en la ciudad y en las comunidades aledañas, y el criterio de aceptación muchas veces excluye casas móviles más antiguas; y

(4) Debido a las razones antedichas, la transformación, el cierre o el cese de utilización de un parque de casas móviles podría tener un impacto adverso en la capacidad que tengan los residentes que se quedan sin vivienda de hallar otra vivienda. Las medidas de mitigación requeridas por este capítulo se consideran necesarias y razonables conforme a las leyes estatales, y reconocen los derechos que tienen los propietarios de los parques de buscar cambios en la utilización del terreno.

(b) **Propósito.** Este capítulo establece los requisitos para asegurar que el impacto adverso social y económico que pueda tener cualquier transformación de parque de casas móviles sobre los residentes que se queden sin vivienda sea identificado y mitigado a través de avisos adecuados, reubicación razonable y otros tipos de asistencia. Estos requisitos están establecidos en virtud de la autoridad otorgada por la Constitución de California, los Artículos 65863.7 y 66427.4 del Código Gubernamental, y el Artículo 798.56 del Código Civil.

**19.72.020. Definiciones.**

Al ser utilizados en este capítulo, los siguientes términos tienen los siguientes significados:

(1) **“Solicitante”** se refiere a cualquier persona o entidad que busque obtener la aprobación de la transformación de un parque de casas móviles. La palabra solicitante también puede referirse a los propietarios de parques cuyos parques hayan sido designados parques en proceso de transformación debido a una menor ocupación.

(2) **“Vivienda comparable”** se refiere a la vivienda que cumpla con los estándares mínimos del Código Uniforme de Viviendas, y sea similar al hogar en cuestión, en cuanto a renta, tamaño, cantidad de dormitorios y baños, y otros factores pertinentes, como la proximidad al lugar empleo del residente, instalaciones, escuelas o transporte público.

(3) **“Parque de casas móviles comparable”** se refiere a cualquier otro parque similar al parque en cuestión, en cuanto a instalaciones, renta y otros factores pertinentes, como la proximidad a transporte público y negocios, el mercado laboral donde trabaje el residente que se quede sin vivienda, y la proximidad a escuelas si es que el residente tiene hijos de edad escolar.

(4) **“Solicitud de desarrollo”** se refiere a una solicitud presentada para la aprobación de una enmienda del plan general, cambios en divisiones de zonas, mapa tentativo, permiso de utilización, permiso de desarrollo especial y cualquier otro permiso relacionado con la transformación propuesta del parque de casas móviles. Una solicitud de desarrollo no incluye una solicitud para iniciar una enmienda del plan general.

(5) **“Hogar de persona discapacitada”** se refiere a un hogar en que 1) el proveedor de ingresos primordial o su cónyuge es una persona con una discapacidad, 2) por lo menos dos miembros son personas con discapacidades, o 3) uno o más miembros son personas con discapacidades con un ayudante que vive en el hogar. Una discapacidad es una enfermedad o discapacidad física o mental que limita substancialmente por lo menos una de las actividades primordiales de una persona, según se define en las Enmiendas a la Ley de Equidad de Vivienda federal de 1988 y la Ley de Igualdad de Oportunidades de Empleo y Vivienda de California o estatutos sucesivos.

(6) **“Valor en sitio”** se refiere al valor de la casa móvil en su condición actual, sin considerar la posibilidad de la clausura del parque.

(7) **“Casa móvil”** se refiere a una estructura diseñada y utilizada para ser habitada por humanos y para ser transferida a una calle o autopista por permiso, de acuerdo con el Artículo 35790 del Código Vehicular de California, una casa móvil, según se define en el Artículo 18008 del Código de Salud y Seguridad, o una casa manufacturada, según se define en el Artículo 18007 del Código de Salud y Seguridad. Una casa móvil no incluye vehículos de recreación según se define en el Artículo 799.24 del Código Civil y Artículo 18010 del Código de Salud y Seguridad, un vagón de pasajeros, o viviendas construidas por fábricas según se define en el Artículo 19971 del Código de Salud y Seguridad.

(8) **“Propietario de casa móvil”** se refiere al dueño legal de una casa móvil, sin importar cuántos sean los dueños, el tipo de propiedad, o quién tenga el derecho de utilizar un espacio para casa móvil en el parque.

(9) **“Parque de casas móviles”** se refiere al área de terreno donde dos o más espacios de casas móviles se ofrecen en alquiler, entre ellas las áreas de terreno pertenecientes a zonas delimitadas o aprobadas de alguna otra manera para ser utilizadas como parques de casas móviles en virtud de este título. En este capítulo, el término “parque” es igual a “parque de casas móviles”.

(10) **“Espacio de casa móvil”** es un área dentro del parque designada para ser ocupada por una casa móvil. En este capítulo, el término “espacio” es igual que “espacio de casa móvil”.

(11) **“Propietario de parque”** se refiere a cualquier persona o entidad que se encuentre en posesión del título del parque de casas móviles y que sea responsable por el pago de los impuestos sobre la propiedad. “Propietario de parque” no incluye a un propietario de casa móvil que alquile o subarriende su casa móvil.

(12) **“Comprobante de diligenciamiento”** se refiere a un prueba escrita de que un receptor ha recibido un aviso o algún otro documento. Comprobante de diligenciamiento incluye cualquier confirmación de entrega del Servicio Postal de los Estados Unidos tales como correo certificado o confirmación de firma. Si la entrega es en persona, el comprobante de diligenciamiento incluye una declaración firmada por el receptor.

(13) **“Residente”** se refiere al propietario de una casa móvil que viva en el parque o a un inquilino.

(14) **“Hogar de persona de mayor edad”** se refiere a un hogar en el cual 1) el proveedor de ingresos primordial o su cónyuge tienen por lo menos 62 años de edad, 2) dos o más miembros tienen por lo menos 62 años, o 3) uno o más miembros tienen por lo menos 62 años con un ayudante cama adentro.

(15) **“Inquilino”** se refiere a una persona que vive en una casa móvil o en alguna otra vivienda dentro de un parque bajo un contrato de alquiler o acuerdo legal, que no sea un propietario de casa móvil.

(16) **“Inhabitado”** se refiere a un espacio de casa móvil que se encuentra o desocupado por una casa móvil u ocupado por una casa móvil en la cual no vive ninguna persona, y dicha situación no fue ocasionada por un desastre físico o ninguna otra condición fuera del control del propietario del parque.

(17) **“Vivienda de bajos ingresos”** se refiere a un hogar con un ingreso anual de menos del 80% del ingreso promedio de los hogares del área del Condado de Santa Clara, según se define en el Departamento de Vivienda y Desarrollo de la Comunidad de California.

#### **19.72.030. Aplicabilidad.**

(a) **Transformación.** Este capítulo se aplica a la transformación de parques de casas móviles, lo cual incluye:

- (1) Un cambio de utilización;
- (2) Un cambio del parque o de cualquier porción de éste a condominio, cooperativa de acciones, o alguna otra forma de propiedad en la que los espacios del parque sean vendidos de manera individual, o



(3) Cese de utilización o clausura de cualquier porción del parque, ya sea de manera inmediata o gradual. Esto incluye menor ocupación del parque según se determina en el Artículo 19.72.070 (Transformación Debido a Menor Ocupación).

(b) **Excepción de bancarrota.** Este capítulo no se aplica si la clausura o cese de utilización del parque de casas móviles es resultado del asentamiento de una orden de amparo en una bancarrota, según lo establecido en el Artículo 65863.7 del Código Gubernamental de California.

**19.72.040. Aviso de Intención de Transformar.**

(a) **Aviso de Intención de 90 Días.** El solicitante deberá darle un aviso por escrito de su intención de transformar el parque de casas móviles por lo menos 90 días antes de presentar la solicitud para iniciar la enmienda del plan general o la solicitud de desarrollo, lo que ocurra primero. Se deberá proveer el aviso a todos los propietarios de casas móviles y residentes con un comprobante de diligenciamiento, y se deberá proveer una copia a la Ciudad. El aviso se deberá colocar en todas las entradas del parque. Se proveerá el mismo aviso a posibles residentes antes del pago de cualquier alquiler o depósito.

(b) **Contenido del Aviso.** El aviso deberá incluir la siguiente información:

(1) Que el solicitante propone una transformación del parque de casas móviles que requiere la aprobación, por parte de la Ciudad, de un informe de impacto de transformación.

(2) Una descripción de la solicitud de desarrollo propuesta, si fuera el caso, y las aprobaciones de los permisos requeridos, y

(3) Una declaración de que el solicitante presentará al Departamento de Bienes Raíces de California, una solicitud para obtener un informe público final, si corresponde.

**19.72.045. Derecho a Compra Negociada**

(a) **Ejercicio de Derechos dentro de 90 Días.** Una organización residente designada podrá hacer ejercicio del derecho de negociar la compra del parque de casas móviles si es que se provee un aviso de interés por escrito al dueño del parque dentro de los 90 días de la fecha del matasellos que aparece en el aviso de intención de transformar, o de la emisión del aviso de determinación de transformación debido a menor ocupación. El aviso deberá incluir una declaración de interés de negociar la compra del parque y el nombre y la información de contacto de la organización y de un representante. El derecho a compra negociada se considerará vencido si no se provee un aviso de acuerdo con este artículo.

(b) **Negociación de Compra dentro de 180 Días.** Si se provee un aviso por escrito al dueño del parque dentro del tiempo límite especificado, el solicitante deberá reunirse con la organización residente designada dentro de los 15 días de haber recibido el aviso de explorar la posibilidad de adquisición del parque. El derecho a compra negociada se considerará vencido si el solicitante y la organización residente designada no llegan a un acuerdo sobre los términos de la venta dentro de los 180 días siguientes a la fecha del matasellos del aviso de la intención de transformación o de la emisión del aviso de la determinación de transformación debido a menor ocupación.

(c) **Solicitud de Transformación durante Negociaciones.** El solicitante podrá presentar cualquier solicitud relacionada con la transformación de un parque de casas móviles durante las negociaciones con una organización residente designada siempre y cuando la solicitud sea presentada 90 días después de la fecha del matasellos del aviso de intención de transformar. El concejo municipal podría aprobar o denegar la solicitud del solicitante de iniciar una enmienda del plan general durante las negociaciones. La Ciudad podrá suspender cualquier acción que

autorice la transformación del parque hasta que el derecho de compra negociada sea considerado vencido de acuerdo con este artículo.

(d) **Modificación de Plazos.** La organización residente designada y el solicitante podrán de manera mutua acordar acortar o extender los plazos descritos en este artículo.

**19.72.050 Informe de Impacto de Transformación (CIR por sus siglas en inglés) Requerido Antes de la Transformación.**

El solicitante deberá presentar un CIR para su revisión y aprobación por parte del concejo municipal antes de que pueda ser aprobada cualquier transformación al parque. El CIR deberá incluir la información requerida en el Artículo 19.72.090 (Contenido del CIR) y deberá definir y cubrir de manera adecuada los impactos sociales y económicos de la transformación propuesta a los residentes que se queden sin vivienda y a los propietarios de casas móviles, según se requiere por el concejo municipal. El tiempo requerido para presentar solicitudes es el siguiente:

(1) **Transformación con Solicitud de Desarrollo.** El CIR deberá ser presentado antes de, o al mismo tiempo que la solicitud de desarrollo. Si una transformación propuesta requiere una enmienda al plan general, el CIR podrá ser presentado después del inicio de la enmienda del plan general.

(2) **Transformación Debido a Menor Ocupación.** Si el parque de casas móviles se encuentra bajo transformación debido a menor ocupación, el CIR deberá ser presentado dentro del periodo de tiempo establecido por el director del desarrollo de la comunidad bajo el Artículo 19.72.070 (Transformación debido a Menor Ocupación).

**19.72.060. Especialistas de Reubicación.**

(a) **Lista de Especialistas de Reubicación.** El director deberá mantener una lista de personas o empresas calificadas que cuenten con experiencia demostrada en viviendas y reubicación de personas que se queden sin vivienda que conozcan el mercado de vivienda de la región.

(b) **Servicios de Especialistas de Reubicación.** La Ciudad deberá contratar un especialista de reubicación de la lista del director por cuenta del solicitante para preparar el CIR y proveer a los residentes los servicios descritos en este capítulo. El especialista de reubicación es responsable por conocer a los residentes y ayudarlos a evaluar, seleccionar y obtener viviendas comparables. Dichos servicios incluyen asistencia técnica relacionada con el arrendamiento o la compra de nuevas viviendas, explicación de las alternativas de asistencia de reubicación disponibles, referidos a cualquier recurso de viviendas asequibles, asistencia para coordinar la mudanza de bienes y pertenencias personales y de la transportación de residentes que no puedan manejar a lugares alternos de vivienda.

**19.72.070. Transformación Debido a Menor Ocupación.**

(a) **Transformación por Menor Ocupación.** Se considera que un parque está en proceso de transformación por clausura o cese de utilización cuando un 25% o más de los espacios se encuentran inhabitados. Cuando el 25% de los espacios estén vacantes, el dueño del parque deberá presentar una declaración en la cual explique cualquier motivo conocido para la reducción de la ocupación y cualquier intención de cambiar su utilización. Un residente también podrá presentar una declaración de menor ocupación y deberá indicar los espacios que el residente cree que están desocupados.

(1) **Declaración Presentada por Dueño del Parque.** Si el dueño del parque presenta una declaración de menor ocupación y el director determina que la declaración es correcta y emite un aviso de determinación de transformación, no se requerirá una audiencia pública.

(2) **Declaración Presentada por Residente.** Si un residente presenta una declaración de menor ocupación, el director determinará si la declaración es correcta en una audiencia pública avisada.

(3) La determinación del director podrá ser apelada directamente al consejo municipal por el dueño del parque, el dueño de la casa móvil o cualquier residente en seguimiento de los procedimientos del Artículo 19.98.070 (Appeals). Aviso del tiempo y lugar de cualquier audiencia pública descrita en esta subsección deberá ser entregada al dueño del parque, dueños de las casas móviles y residentes y puesto a la vista en todas las entradas del parque, por lo menos 30 días antes de la audiencia.

(b) **Aviso de Determinación y CIR.** Un aviso por escrito de transformación debido a menor ocupación será emitido al dueño del parque, dueños de casas móviles y residentes con comprobante de diligenciamiento. El aviso de determinación deberá incluir un periodo de tiempo razonable durante el cual el dueño del parque podrá presentar un CIR.

(c) **Renuncia a Asistencia de Reubicación.** El dueño del parque podrá solicitar una exención total o parcial de las obligaciones de asistencia de reubicación bajo el Artículo 19.72.120 (Renuncia de Obligaciones de Asistencia de Reubicación). La solicitud podrá ser presentada a más tardar en la fecha establecida por el director en el aviso de determinación bajo la subsección(b).

(d). **Falta de Preparación de un CIR.** Se declara que la no presentación de un CIR por el dueño del parque dentro del tiempo requerido es una molestia pública. Esta molestia se debe al potencial de impactos adversos severos sociales y económicos a los residentes y dueños de casas móviles al demorar el análisis necesario y prestación de asistencia de reubicación necesarios. En ese momento, el director deberá preparar el CIR y cobrarle el costo al dueño del parque. El dueño del parque le deberá reembolsar a la ciudad el costo dentro de los 30 días subsiguientes al recibo de la factura. Si el dueño del parque no llega a reembolsar a la Ciudad, se iniciarán procesos de gravamen y cobranzas según se dispone en los Artículos 8.20.060 al 8.20.090 del Código Municipal de Sunnyvale.

#### **19.72.080 Asistencia de Reubicación**

(a) **Asistencia de Reubicación Requerida.** Bajo los Artículos 65863.7 y 66426.4 del Código Gubernamental, el solicitante proveerá asistencia de reubicación para mitigar cualquier impacto adverso debido a la transformación de un parque de casas móviles sobre residentes que se queden sin vivienda y propietarios de casas móviles de una manera que no exceda el costo razonable de la reubicación. Este artículo establece asistencia mínima de reubicación para residentes y dueños de casas móviles. El solicitante y cualquier otra persona que cumpla con los requisitos para recibir asistencia de reubicación puede aceptar otros tipos de asistencia de reubicación que sea mutuamente satisfactoria.

(b) **Derecho a Asistencia de Reubicación.** Los dueños de casas móviles y residentes tienen el derecho a asistencia de reubicación si no han dado un aviso para terminar su contrato de alquiler en la fecha a continuación, lo que ocurra primero:

- (1) Inicio de una enmienda al plan general;
- (2) Presentación de CIR, o

(3) Determinación de que se está transformando el parque debido a una menor ocupación.

(c) **Acuerdos de Renuncias.** Cualquier acuerdo hecho con un propietario de casa móvil para renunciar a derechos bajo este capítulo es inválido y sin efecto para cualquier propósito. Una renuncia a derechos de asistencia de reubicación es válida únicamente si se da entre el dueño del parque y el inquilino de una vivienda que le pertenece al dueño del parque. La renuncia deberá incluir el texto de esta sección con un reconocimiento escrito por el inquilino en el que indique comprender los derechos de asistencia de reubicación bajo este capítulo y aceptar la renunciar a éstos.

(d) **Costo Razonable de Reubicación.** El costo razonable de reubicación incluye una ayuda económica para la mudanza y otros tipos de asistencia de reubicación correspondientes según se definen en esta sección y basados en las recomendaciones del CIR y la comisión de viviendas y servicios humanos.

(1) **Ayuda Económica para Residentes Calificados.** Para todos los residentes calificados, la asistencia de reubicación incluirá una ayuda económica para la mudanza a otro parque o a otra vivienda de reemplazo hasta una distancia de 100 millas. El residente será responsable por costos adicionales de mudanza a un lugar más lejos de 100 millas. La ayuda económica para la mudanza incluye:

- (A) El costo de mudar muebles y otras pertenencias personales;
- (B) Renta por el primer y último mes en el nuevo lugar;
- (C) Depósito requerido por el nuevo lugar;
- (D) Alojamiento temporal, si corresponde:

(2) **Otros Tipos de Asistencia de Reubicación.** Para residentes y dueños de casas móviles calificados, la asistencia de reubicación podrá también incluir por lo menos uno de los siguientes:

(A) **Mejoras en Asequibilidad para Propietarios de Casas Móviles.**

Para propietarios de casas móviles calificados, la asistencia de reubicación podría incluir el pago del costo de reinstalar o reemplazar cualquier mejora de asequibilidad hecha a la casa móvil, tales como una rampa para sillas de ruedas o pasamanos.

(B) **Subsidio de Alquiler para los Hogares de Personas de Mayor Edad, Discapacitadas o de Bajos Recursos.** Para los hogares de personas de mayor edad, discapacitadas o de bajos recursos, la asistencia de reubicación podría incluir el pago de un subsidio de alquiler de hasta 24 meses si fuera necesario para contrarrestar el aumento en costos de vivienda y asegurar la obtención de una vivienda comparable. El subsidio de alquiler es la diferencia entre el alquiler pagado por el residente en el parque y cualquier otro alquiler más alto ya sea por un espacio en otro parque, si es que la casa móvil es reubicada, o por el alquiler de una vivienda comparable, si es que el residente se muda a otra vivienda alquilada. Los dueños de casas móviles que califiquen para vender su casa móvil al solicitante por el valor que tiene en el lugar en que se encuentra, sólo recibirían el subsidio de la renta si es que el precio de venta es inadecuado para poder asegurar la obtención de otra vivienda comparable por un mínimo de 24 meses.

(C) **Costos de Reubicación para los Propietarios de Casas Móviles.** Para cualquier dueño de casa móvil calificado, cuya casa móvil pueda ser reubicada, la asistencia de reubicación podría incluir el menor de tres presupuestos obtenidos por el especialista en reubicación de compañías de mudanzas de casas móviles licenciadas, para que reubiquen físicamente la casa móvil hasta 100 millas de distancia. El dueño de la casa móvil será responsable por los costos

adicionales para mudar la casa móvil a un lugar que quede a más de 100 millas de distancia. Los presupuestos deberán incluir el costo de desarmar la casa móvil, el transporte al nuevo sitio, la reinstalación, el reemplazo o construcción de bloques, cimientos, recubrimiento de encajado, porches, plataformas o toldos, aseguramiento para temblores si fuera necesario, cobertura de seguro durante el transporte, y conexión de servicios públicos.

**(D) Venta al 100% del Valor en su Sitio para los Propietarios de Casas Móviles.**

Para cualquier propietario de casa móvil calificado, cuya casa no pueda ser reubicada a un parque comparable a una distancia de hasta 20 millas o a otro parque elegido por el propietario de la casa móvil, el concejo de la ciudad podría requerir que el solicitante compre la casa móvil al 100% del valor en su sitio. El solicitante podrá contratar un tasador de casas móviles de la lista provista por el director para determinar el valor en su sitio de la casa móvil. Si el propietario de la casa móvil disputa el valor de la tasación de la casa móvil, el propietario de la casa móvil podrá contratar un tasador de la lista del director para obtener una tasación. Para ser considerado, el propietario de la casa móvil deberá obtener la tasación dentro de los 180 días subsiguientes a la fecha de aprobación del CIR. Si se obtiene una segunda tasación, el propietario de la casa móvil tiene derecho al promedio entre las tasaciones obtenidas por el solicitante y por el propietario de la casa móvil.

Si el tasador identifica falta de mantenimiento, mantenimiento diferido, o deterioro del parque en cuestión, que afecte de manera negativa el valor de la casa móvil, el tasador deberá determinar el valor de la casa con un reajuste elevado en valor si fuera necesario, para eliminar el efecto negativo del valor ocasionado por la falta de mantenimiento, mantenimiento diferido o deterioro, excepto por el deterioro por uso normal.

**(E) Derecho Preferente para Residentes.** Para todos los residentes calificados, la asistencia de reubicación incluirá el derecho preferente de comprar o alquilar nuevas casas o apartamentos a ser construidos en el parque. Los residentes que califiquen debido a sus ingresos podrán tener primera prioridad en la compra o alquiler de cualquier unidad que vaya a ser construida en el parque, por una tasa menor que la del mercado (BMR por sus siglas en inglés) si cumplen con todos los requisitos del programa BMR. Para poder recibir prioridad para unidades BMR, los residentes interesados deberán presentar una solicitud a la división de vivienda antes de desalojar el parque.

**19.72.090. Contenido de CIR.**

El CIR deberá incluir toda la información a continuación para definir y cubrir de manera adecuada los impactos sociales y económicos de la transformación o clausura del parque propuesta a los residentes que se queden sin vivienda y a los propietarios de casas móviles, a no ser que el director determine que cualquiera de la información a continuación no sería útil para un parque en particular.

**(a) Características del Residente y la Casa.** Una descripción de las características de lo siguiente;

- (1) Casas.** La fecha de fabricación, el tipo, el ancho, el tamaño, la cantidad de dormitorios de cada casa móvil u otra vivienda, y cualquier mejora de asequibilidad, tales como rampas para sillas de ruedas o pasamanos, listadas de acuerdo con el número del espacio.
- (2) Residentes.** La cantidad de ocupantes en cada casa, tipo de composición del hogar (persona de mayor edad, discapacitada, de bajos recursos, individual, familia con

hijos menores, u otros), y el tipo de ocupante (dueño de casa móvil, inquilino, u otro),  
y

- (3) **Derecho.** Identificación de aquellas personas que tengan derecho a asistencia de reubicación de acuerdo con el Artículo 19.72.080 (Asistencia de Reubicación).
- (b) **Información Confidencial de Residente.** Una lista que incluya información adicional será presentada aparte del CIR. Debido al contenido confidencial de esta lista, el director mantendrá la lista como registro público confidencial que no deberá ser divulgado al público, excepto conforme a fallo, orden o decreto de un juzgado de jurisdicción competente emitido de acuerdo con la Ley de Registros Públicos de California (Artículos 6250 y subsiguientes del Código Gubernamental). La lista deberá incluir lo siguiente:
  - (1) **Información Personal.** Nombres, direcciones, e información de contacto de los propietarios y residentes de las casas móviles;
  - (2) **Ocupación.** Tiempo de ocupación, pago mensual de alquiler actual y términos del arrendamiento, y si cada una de las personas es un propietario que no vive en el parque, un arrendatario, o una persona que vive en una vivienda que no sea la casa móvil, y
  - (3) **Residentes Reubicados.** Nuevas direcciones de los residentes que ya se han reubicado, si estuvieren disponibles.
- (c) **Espacios Vacantes en Lugares Deseados.** Una lista de los espacios vacantes en los parques que se encuentren a una distancia de 20 millas o menos del parque, o cualquier otro lugar en California que deseen los propietarios de casas móviles. La lista deberá incluir el nombre del parque, la dirección, la cantidad de vacantes, los precios de arrendamiento, los términos, políticas y restricciones sobre el tipo de casas móviles o residentes aceptados, los beneficios ofrecidos, y la proximidad a servicios tales como transporte público, escuelas, servicios médicos, servicios sociales y religiosos, y tiendas de abarrotes.
- (d) **Alternativas de Vivienda.** La disponibilidad y el costo de alquilar o comprar una vivienda comparable en la ciudad o en otro lugar deseado por los residentes que no puedan ser reubicados a un parque comparable dentro de 20 millas de distancia o menos.
- (e) **Posible Reubicación de Casas Móviles.** Una determinación basada en la información que se establece bajo las subsecciones (a), (b) y (c) de la cantidad total de casas móviles que podrían ser reubicadas a un parque comparable a 20 millas o menos o a otros lugares deseados por los propietarios de las casas móviles.
- (f) **Plan de Reubicación.** Un plan de reubicación que especifique:
  - (1) **Asistencia Mínima por Reubicación.** La cantidad mínima de asistencia por reubicación que el solicitante acepta pagarle a cada residente y propietario de casa móvil calificado bajo el Artículo 19.72.090 (Asistencia de Reubicación), y una descripción de cómo se determinó la cantidad;
  - (2) **Vivienda Sustituta.** El tipo de vivienda sustituta propuesta para cada residente (reubicación a un parque comparable, o el alquiler o la compra de otra vivienda), y
  - (3) **Calendario.** Un calendario para implementar la reubicación física de casas móviles, la implementación de asistencia de reubicación y la transformación del parque.
- (g) **Información de Contacto para la Obtención de Servicios.** Se proveerán los nombres y la información de contacto de las siguientes entidades:
  - (1) **Especialista de Reubicación.** El especialista de reubicación de la lista del director con una explicación de los servicios disponibles;

- (2) **Compañías de Mudanza.** Los nombres y la información de contacto y listados de precios de compañías de mudanza seleccionadas por el especialista de reubicación y aprobadas por el director, junto con presupuestos de mudanza de casas móviles, muebles y pertenencias personales, y
- (3) **Tasadores.** Los nombres, información de contacto y listados de precios de tasadores de casa móviles calificados de la lista del director.
- (h) **Información adicional.** Cualquier información adicional necesaria para cubrir las necesidades de los residentes y de los propietarios de casas móviles que sea pertinente para la transformación del parque, según lo determine el director.

#### **19.72.100 Reuniones de Aviso y Para Impartir Información del CIR**

(a) **Aviso CIR y Distribución 30 Días Antes de Audiencia.** El solicitante deberá brindar aviso con comprobante de diligenciamiento sobre la disponibilidad del CIR a cada propietario o residente de casa móvil. Sólo se requiere que se envíe el aviso a la persona cuyo nombre aparezca en cualquier contrato de alquiler. Se debe proveer dicho aviso ser con un mínimo de 30 días de anterioridad a la audiencia pública de la comisión de vivienda y servicios humanos sobre el CIR y después de que el director apruebe el aviso. El aviso deberá incluir:

- (1) Una copia del CIR;
- (2) Una copia de este capítulo, y
- (3) La fecha, hora y ubicación de cada reunión informativa o audiencia pública sobre el CIR.

(b) **Verificación 15 Días Antes de la Audiencia.** Por lo menos 15 días antes de la audiencia pública sobre el CIR de la comisión de vivienda y servicios humanos, el solicitante deberá presentar verificación al director de que el aviso requerido y los materiales han sido recibidos por todos los destinatarios requeridos.

(c) **Reunión o Reuniones Para Impartir Información 14 Días Antes de la Audiencia.** Por lo menos 14 días antes de la audiencia pública sobre el CIR de la comisión de vivienda y servicios humanos, el solicitante deberá llevar a cabo por lo menos una reunión informativa sobre la reubicación de residentes, asistencia de reubicación disponible, el contenido del CIR, y el estatus de cualquier solicitud de desarrollo. El especialista de desarrollo y la persona designada por el director deberán estar presentes en la reunión o reuniones informativas.

#### **19.72.110. Aviso a Posibles Residentes.**

Antes de firmar el contrato de alquiler, el propietario del parque deberá avisar, por escrito, a cada posible residente nuevo que se ha presentado una solicitud de desarrollo para la transformación del parque, o que se ha determinado que el parque se encuentra bajo el proceso de transformación debido a una menor ocupación, y que el nuevo residente podría no tener derecho a asistencia de reubicación bajo el Artículo 19.72.080 (Asistencia de Reubicación).

#### **19.72.120. Renuncia a Obligaciones de Asistencia de Reubicación.**

(a) **Solicitud de Renuncia.** Si el solicitante piensa que brindar la asistencia de reubicación impondría una dificultad económica indebida, el solicitante podrá solicitar una exención total

o parcial de las obligaciones de asistencia de reubicación de acuerdo con esta sección. La solicitud deberá presentarse conjuntamente con el CIR.

(b) **Anuncio a Residentes.** El solicitante deberá avisarle a los residentes sobre la solicitud de renuncia a las obligaciones de asistencia de reubicación mediante la inclusión de dicha información en el aviso requerido por el Artículo 19.72.100 (Reuniones de Aviso y Para Impartir Información del CIR)

(c) **Información Requerida.** Para justificar la solicitud de renuncia a las obligaciones de asistencia de reubicación, el solicitante deberá proveer la siguiente información conjuntamente con el CIR:

(1) **Estados de Cuenta Financieros.** Estados de cuenta de activos y pasivos de las operaciones del parque de los 5 años anteriores a partir de la fecha de la solicitud o pedido, verificados por un contador público certificado.

(2) **Estado de Cuenta de Arreglos y Mejoras.** Un estado de cuenta hecho bajo pena de perjurio por un contratista general licenciado que indique qué arreglos y mejoras son necesarios para mantener el parque en una condición decente, segura y sanitaria, y para continuar utilizando la propiedad como un parque de casas móviles. La declaración deberá incluir un listado pormenorizado de los arreglos y mejoras necesarias, su costo, y el tiempo mínimo en que se llevarán a cabo. El solicitante también deberá presentar una declaración verificada por un contador público certificado sobre el aumento de tasas de alquiler de los espacios para casas móviles en el parque que sean necesarios dentro de los próximos 5 años para pagar por dichos arreglos o mejoras. Queda a discreción del director si el solicitante deberá contratar otro contratista general licenciado seleccionado por el director para analizar la información presentada por otro contratista general licenciado seleccionado por el director;

(3) **Costos Presupuestados de Reubicación.** El costo total presupuestado de asistencia de reubicación basado en los requisitos del Artículo 19.72.080 (Asistencia de Reubicación) y según se determine por el especialista de reubicación;

(4) **Presupuesto de Valor de Tasación.** Una comparación efectuada por un tasador de la lista del director entre los valores presupuestados de la propiedad, si es que ésta continuara como parque de casas móviles, y si es que el parque fuera desarrollado de acuerdo con la propuesta de desarrollo transformativo del parque, e

(5) **Información Adicional.** Cualquier otra información que le parezca pertinente al solicitante o que sea requerida por el director.

### **19.72.130. Hallazgos y Decisiones.**

(a) **Aprobación de CIR Requerida Antes de Aprobación de Solicitud de Desarrollo.** La ciudad no tomará ninguna acción con ninguna solicitud de desarrollo hasta que el concejo municipal haya aprobado el CIR. No se llevarán a cabo audiencias públicas relacionadas con ninguna solicitud de desarrollo en el parque, ni de manera conjunta ni la misma noche en que se lleve a cabo una audiencia pública sobre el CIR.

(b) **Revisión de la Solicitud de Renuncia.** La solicitud de renuncia a obligaciones de asistencia de reubicación será revisada concurrentemente con el CIR. Después de haber recibido la recomendación de la comisión de vivienda y servicios humanos, el concejo municipal podría otorgar o denegar la solicitud de renuncia si es que la documentación requerida demuestra que brindar la asistencia de reubicación requerida impondría una dificultad económica indebida.



(c) **Hallazgos y Decisiones sobre el CIR.** Después de una audiencia pública, la comisión de vivienda y servicios humanos dará una recomendación al concejo municipal de aprobar o aprobar condicionalmente el CIR con base en los hallazgos requeridos. Después de haber recibido una recomendación de la comisión de vivienda y servicios humanos y luego de haber llevado a cabo por lo menos una audiencia pública, el concejo de la ciudad podrá aprobar o aprobar condicionalmente el CIR con base en los hallazgos requeridos:

(1) La preparación, divulgación de avisos y distribución del CIR se ha cumplido de acuerdo con este capítulo, y

(2) El CIR incluye información y opciones adecuadas y toma medidas adecuadas para encarar los impactos sociales y económicos adversos sobre los residentes y propietarios de casas móviles de un parque en transformación que se queden sin vivienda.

#### **19.72.140 Obligaciones después de la Aprobación del CIR**

(a) **Responsabilidad del solicitante.** El solicitante es responsable de verificar que las acciones requeridas en esta sección se han llevado a cabo después de la aprobación del CIR. El concejo municipal podrá permitir modificaciones razonables a los plazos especificados.

(b) **Selección de Asistencia de Reubicación dentro de un Periodo de 120 Días.** Dentro de un periodo de 120 días de la aprobación del CIR, los residentes y propietarios de casas móviles calificados seleccionarán el tipo de asistencia de reubicación disponible según el CIR y confirmarán la selección con el especialista de reubicación. Si no se presenta una selección, el especialista de reubicación podría determinar la asistencia de reubicación apropiada con base en el CIR.

(c) **Completar las Tasaciones y Obtener Presupuestos dentro de un Periodo de 180 Días.** Dentro de un periodo de 180 días de la aprobación del CIR, se deberá completar todas las tasaciones de casas móviles y se deberá obtener todos los presupuestos de reubicación de casas móviles. Si cualquiera de estas acciones no es completada dentro del periodo de tiempo requerido debido a cualquier acto por parte del solicitante, el aviso de la terminación de la tenencia requerido en la subsección (d) será extendido por 90 días para el propietario de la casa móvil afectado.

(d) **Terminación de Tenencia 180 Días o Más.** El solicitante deberá dar a los residentes y propietarios de casas móviles, con un mínimo de 180 días de anticipación, aviso por escrito de la terminación de la tenencia, a partir de la aprobación de la solicitud de desarrollo o de la aprobación del CIR para la clausura del parque.

(e) **Pago 35 Días Antes de la Terminación de la Tenencia.** El solicitante pagará toda la asistencia monetaria de reubicación a los residentes y propietarios de casas móviles calificados, por lo menos 35 días antes de la terminación de la tenencia. En caso de que el propietario de una casa móvil haya optado por vender la casa móvil, el propietario de la casa móvil presentará todos los documentos necesarios para transferir el título completo de propiedad de la casa móvil al solicitante, completamente libre de garantías de seguridad, cargas o gravámenes, siempre y cuando la asistencia de reubicación pagada al propietario de la casa móvil sea adecuada para eliminar cualquier gravamen existente.

(f) **Verificación Antes de la Clausura o Emisión de Permisos de Construcción.** Por lo menos 35 días antes de la terminación de la tenencia del último residente, el solicitante presentará una declaración formulada bajo pena de perjurio que afirme que se han efectuado los pagos de asistencia de reubicación requeridos a los residentes y propietarios de casas móviles calificados. La declaración especificará cada residente y propietario de casa móvil

calificado, la cantidad pagada, la fecha del pago y el tipo de asistencia de reubicación elegido por el residente o propietario de casa móvil. Se exhorta al solicitante a presentar recibos de pagos como verificación adicional. Dicha verificación será presentada antes de que el parque pueda cerrarse o antes de que cualquier permiso de construcción relacionado con una solicitud de desarrollo aprobada pueda ser emitida.

**ARTÍCULO 6.** ARTÍCULO 19.98.070 ENMENDADO. El artículo 19.98.070 del Capítulo 19.98 (Procedimientos Generales) del Título 19 (División por zonas) del Código Municipal de Sunnyvale es enmendado por la presente, de la siguiente manera:

**19.98.070. Apelaciones.**

(a) – (b) [Texto intacto.]

(c) Apelación de Todos los Demás Permisos y Acciones. Cualquier persona perjudicada, incluso miembros de la comisión de planeamiento o del concejo municipal, por la decisión del director del desarrollo de la comunidad, la comisión de preservación de patrimonio o comisión de planeamiento podrá presentar una apelación después de la fecha de dicha decisión. La apelación deberá ser por escrito y señalar los fundamentos de ésta. Se suspenderán todos los procedimientos iniciados por la decisión del director del desarrollo de la comunidad o de la comisión de planeamiento mientras se encuentre pendiente la determinación sobre el mérito de la apelación.

(1) Cualquier decisión por el director del desarrollo de la comunidad podrá ser apelada a la comisión de planeamiento y el consejo municipal, excepto:

(A) – (E) [Texto intacto.]

(F) Una decisión por el director de que un parque de casas móviles está en proceso de transformación debido a una menor ocupación bajo el Capítulo 19.72 (Transformaciones de Parques de Casas Móviles), el cual es aplicable sólo al concejo municipal.

**ARTÍCULO 7.** EXENCIÓN DE LA LEY DE CALIDAD DEL MEDIOAMBIENTE DE CALIFORNIA (CEQA por sus siglas en inglés). El Concejo Municipal concluye, de acuerdo con el Título 14 del Código de Reglamentos de California, Artículos 15061(b) (3) y 15307, que esta ordenanza se encuentra exenta de los requisitos de la Ley de Calidad del Medioambiente de California (CEQA) debido a que no se trata de un proyecto que tenga el potencial de ocasionar un efecto significativo sobre el medioambiente.

**ARTÍCULO 8.** CONSTITUCIONALIDAD; DIVISIBILIDAD. Si se considerara que una sección, subsección, oración, cláusula o frase de esta ordenanza, por cualquier motivo, es inválida en un juzgado de jurisdicción competente, dicha decisión no afectará la validez de las demás partes de esta ordenanza. El Concejo Municipal declara que hubiera adoptado esta ordenanza y cada sección, subsección, oración, cláusula o frase de ésta, independientemente de si se declarara inválida alguna sección, subsección, oración, cláusula o frase.

**ARTÍCULO 9.** FECHA DE VIGENCIA. Esta ordenanza estará vigente después de que hayan transcurrido 30 días a partir de la fecha de su aprobación.

**ARTÍCULO 10. ANUNCIOS Y PUBLICACIONES.** Se le instruye al Secretario Municipal que procure que se fijen copias de esta ordenanza en tres (3) lugares visibles de la ciudad de Sunnyvale y que procure que se publique una vez en *The Sun*, el periódico oficial para la publicación de avisos legales de la ciudad de Sunnyvale, un aviso que especifique la fecha de aprobación, el título de esta ordenanza y una lista de los lugares donde se hayan fijado las copias de esta ordenanza, dentro de los 15 días subsiguientes a la aprobación de esta ordenanza.

Introducida en una sesión regular del Concejo Municipal llevada a cabo el 20 de noviembre de 2012, y adoptada como ordenanza de la Ciudad de Sunnyvale en una sesión regular del Concejo Municipal llevada a cabo el 4 de diciembre de 2012, por la votación siguiente:

SÍ: MEYERING, GRIFFITH, WHITTUM, SPITALERI, MOYLAN,  
MARTIN-MILIUS, DAVIS

NO: NINGUNO  
ABSTENCIONES: NINGUNA  
AUSENTES: NINGUNO

CERTIFICO: APROBADO:

[Firma]  
Secretario Municipal  
Fecha de Certificación: 25/2/2013  
(SELLO)

[Firma]  
Alcalde

APROBADO EN CUANTO A LA FORMA:

[Firma]  
Joan A. Borger, Abogado Municipal



## CERTIFICATION

Schreiber Translations, Inc.

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This is to certify that the attached Spanish language document, identified as ORDENANZA NÚM. 2983-12 is a true and accurate translation of the original English language to the best of our knowledge and belief.

Executed this 14<sup>th</sup> day  
of January, 2015

*Julia Bellotti*

Schreiber Translations, Inc.  
51 Monroe Street, Suite 101  
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ATA Member 212207

Schreiber Translations, Inc. uses all available measures to ensure the accuracy of each translation, but shall not be held liable for damages due to error or negligence in translation or transcription.

## 桑尼維爾市政法典

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標題 19. 區域劃分

第 5. 條特殊住屋問題

## 第 19.72. 章 行動住屋園區轉型

## 19.72.10 調查結果與目的。

(a) 調查結果。 市議會發現：

- (1) 行動住屋是本市一種重要的平價住宅形式，尤其是對於長者以及中低收入者而言；
- (2) 許多行動住屋的屋主都在他們的行動住屋中投入龐大的財務投資，投資虧損將會限制他們尋找安置住所的能力；
- (3) 本市和周邊社區中可比較行動住屋園區中有空位的行動住屋空間很少，同時接受條件經常會將屋齡較舊的行動住屋排除在外；以及
- (4) 由於上述原因，行動住屋園區的轉型、關閉或停止使用可能對於居無定所的居民尋找適合的安置住所的能力造成不良影響。 本章規定的緩解措施均為必要而且合理，符合州法，同時認可園區所有者追求土地使用變更的權利。

(b) 目的。 本章將建立要求確保能夠發現任何行動住屋園區轉型對於居無定所居民在社交與經濟方面造成的不利影響，並且透過適當的注意事項、合理的搬遷和其他援助減緩產生的影響。 這些要求是根據加州憲法、政府法典第 65863.7 節與第 66427.4 節，以及民法第 798.56 節所授予的機構所建立的。 (條例 2983-12 § 5)。

## 19.72.20. 定義。

在本章中，這些名詞的涵義如下：

(a) 「申請人」意指尋求行動住屋園區轉型核准的任何人員或實體。 申請人也可以指其園區由於入住率減少而決定進行轉型的園區所有者。

(b) 「可比較住屋」意指符合統一住屋規範最低標準的住屋，以及就租金、大小、臥室與浴室數目以及其他相關因素（例如位置以及距離居住者的工作、康樂設施、學校與公共交通運輸地點的遠近）而言與目標住屋類似的住屋。

(c) 「可比較行動住屋園區」意指任何就康樂設施、租金及其他相關因素（例如距離公共交通運輸與購物地點，居無定所居名就業的工作市場，以及如果居住者家中有學齡兒童，距離學校的遠近）而言與目標園區類似的其他園區。

(d) 「開發申請」意指提出總體規劃修訂、重新劃分、暫定位置、使用許可、特殊開發許可，或與提議的行動住屋園區轉型有關的任何其他許可的核准要求。 開發申請不包括要求開始總體規劃修訂。

(e) 「殘障家庭」意指有以下情況的家庭：(1) 主要工資收入者或配偶為殘障人士；(2) 家中至少有兩位殘障人士；或 (3) 其中一位或多位成員是需要住家保姆的殘障人士。 殘障是指一種健康狀況或是會

大幅度限制某人至少其中一項主要生活活動的生理或心理損傷，定義見聯邦 1988 年公平住宅修正法以及加州公平就業和住房法，或後續法令。

(f) 「合適價值」意指行動住屋目前狀況的價值，不考慮園區可能關閉的狀況。

(g) 「行動住屋」意指根據加州車輛法典第 35790 節規定可在獲得許可後在街道或公路上移動且設計與用途係供人類居住的建築、健康與安全法第 18008 節所定義的行動住屋，或是健康與安全法第 18007 節所定義的活動住屋。行動住屋不包括民法第 799.24 節以及健康與安全法第 18010 節中所定義的露營車、商用巴士，或是健康與安全法第 19971 節中所定義的訂製住屋。

(h) 「行動住屋所有者」意指行動住屋的註冊所有者，而不考慮此類所有者的數目或是擁有住屋的形式以及有權在園區中使用行動住屋空間的使用者。

(i) 「行動住屋園區」意指有兩處或多處行動住屋空間保留出租的土地區域，包括根據此標題已經劃分區域或獲得核准可作為行動住屋園區的土地區域。在本章中，術語「園區」詞與「行動住屋園區」的涵義相同。

(j) 「行動住屋空間」是園區內指定供一個行動住屋入住的區域。在本章中，術語「空間」與「行動住屋空間」的涵義相同。

(k) 「園區所有者」意指持有行動住屋園區所有權，並且支付其物業稅的任何個人或實體。「園區所有者」並未包括出租或轉租其行動住屋的行動住屋所有者。

(l) 「服務證明」意指所需的收件人已經收到通知或其他文件的書面證明。「服務證明」包括任何美國郵政服務傳遞確認，例如掛號信或簽名確認。如果是個人傳遞，服務證明將包括由收件人簽名的聲明。

(m) 「居民」意指居住在園區的行動住屋所有者或房客。

(n) 「老年人家庭」意指有以下情況的家庭：(1) 主要工資收入者或配偶至少年滿六十二歲；(2) 兩位或多位成員至少年滿六十二歲；或 (3) 其中一位或多位成員是需要住家保姆且至少年滿六十二歲的人士。

(o) 「房客」意指根據真實租賃或協議，居住在園區內的行動住屋或其他住所，而且不是行動住屋所有者的人士。

(p) 「無人居住」意指未被行動住屋佔用，或者已被無人居住的行動住屋佔用的行動住屋空間，而且此情況並非因為自然災難或任何其他園區業主無法控制的其他狀況所造成。

(q) 「低收入家庭」意指年收入低於聖塔克拉拉縣家庭地區中間收入百分之八十的家庭，依據加州住房與社區發展部界定。（條例 2983-12 § 5）。

#### 19.72.030. 適用性。

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(a) 轉型。本章適用於行動住屋園區的任何轉型，包括：

(1) 使用變更；

(2) 園區或公寓任何部分的變更、股份合作，或任何其他所有權形式中園區內部的空間為個別銷售；或

(3) 使用中止或園區任何部分關閉，不論為立即或漸進方式。其中包括依照第 19.72.070 節所判定的入住率減少情況（由於入住率減少而進行轉型）。

(b) 破產豁免。如果行動住屋園區的關閉或使用中止是由於破產救濟的命令記項，如同加州政府法典第 65863.7 節所述，則不適用於本章。（條例 2983-12 § 5）。

#### 19.72.040. 轉型意向通知。

(a) 九十天意向通知。申請人應該至少在提出要求前的九十天提供行動住屋園區轉型的書面意向通知，以開始總體規劃修訂或開發申請，以先發生者為準。通知應該提供給所有行動住屋所有者與有服務證明的居住者，同時還應向本市提供一份通知。通知應該張貼於園區的所有入口處。相同的書面通知應該在支付任何租金或保證金之前提供給未來的新居住者。

(b) 通知意向。通知應包含以下資訊：

(1) 申請人提議的行動住屋園區轉型，需要本市核准的轉型影響報告；

(2) 提議的開發申請說明（如果適用）與必要的許可核准；以及

(3) 申請人將會向加州房地產局提出最終公開報告申請（如果適用）的聲明。（條例 2983-12 § 5）。

#### 19.72.045. 議價採購權。

(a) 九十天內的權利行使。指定的居住者組織可行使權利洽談行動住屋園區的購買，惟需在轉型意向通知的郵戳日期的九十天內，或是由於入住率減少而發出轉型決定的通知時，將書面的利益通知提供給園區所有者。通知應該包括洽談園區購買事宜的利益聲明，以及組織和代表的名稱與聯絡資訊。倘若未能在本節規定的時間內提供通知，洽談購買權將被視為過期。

(b) 購買洽談時間為一百八十天內。如果在指定的期限內將書面通知提供給園區所有者，申請人必須在收到通知的十五天內與指定的居住者組織會面以瞭解取得園區的可能性。如果申請人與指定的居住者組織在轉型意向通知的郵戳日期的一百八十天內，或是由於入住率減少而發出轉型決定的通知時，未能針對有關銷售事宜達成共識，洽談購買權將被視為過期。

(c) 洽談期間的轉型申請。申請人在與指定的居住者組織進行洽談期間，可以提出任何有關行動住屋園區轉型的申請，前提是申請需在轉型意向通知的郵戳日期後的九十天內提交。市議會在洽談期間可核准或否決申請人開始總體規劃修訂的要求。本市將暫停任何授權園區轉型的動作，直到根據本節內容洽談採購權被視為過期為止。

(d) 時間限制的修改。指定的居住者組織與申請人得經雙方同意縮短或延長本節中所述的時限。（條例 2983-12 § 5）。

19.72.050. 轉型前需要的轉型影響報告 (CIR)。

申請人應該提供 CIR 以供市議會審查與核准，之後任何園區的轉型才能獲得核准。根據市議會規定，CIR 應該包含第 19.72.090 節中所需要的資訊 (CIR 的內容)，並且應該適當定義與處理提議轉型對於居無定所居民以及行動住屋所有者造成的社交與經濟方面的影響。需要的提出時間如下：

(a) 需要開發申請的轉型。CIR 應該在開發申請之前或是同時提出。如果提議轉型要求總體規劃修訂，則可在總體規劃修訂開始之後提出 CIR。

(b) 由於入住率減少的轉型。如果由於入住率減少而使得行動住屋園區正在進行轉型，應該根據第 19.72.070 節在社區發展主管規定的期限內提出 CIR (由於入住率減少而發生的轉型)。

(條例 2983-12 § 5)。

19.72.060. 搬遷專員。

(a) 搬遷專員的名單。主管應該保留一份在住屋、居無定所人員的搬遷，以及熟悉本區住屋市場方面公認具備專業知識的合格人員或公司名單。

(b) 搬遷專員服務。本市應透過主管的名單僱用搬遷專員 (費用由申請人負擔) 以準備 CIR 並提供居住者本章中所描述的服務。搬遷專員負責與居住者會面並協助他們評估、選取與取得可比較住屋。此類服務包括與出租或購買安置住所有關的技術協助，替代搬遷協助服務說明、轉介至任何平價的住屋資源、安排搬運個人財產與物品的協助，以及無法開車至安置住所的居住者的交通工具。(條例 2983-12 § 5)。

19.72.070. 由於入住率減少的轉型。

(a) 入住率減少的轉型。如果有 25% 或更高比例的空間無人居住，則園區將被視為正在進行關閉或使用中止轉型。在出現 25% 的閒置空間時，園區所有者應提出聲明，說明入住率減少的任何已知原因以及變更用途的任何意圖。居住者也可以提出入住率減少的聲明，並且指出居住者認為無人居住的空間。

(1) 由園區所有者提出聲明。如果園區所有者提出入住率減少的聲明，主管應確定聲明的正確性並且核發轉型決定的通知。不需要公開聽證會。

(2) 由居住者提出聲明。如果居住者提出入住率減少的聲明，主管應在通知公開聽證會確定聲明的正確性。

(3) 園區所有者、行動住屋所有者或是任何居住者可遵照第 19.98.070 節中的程序，針對主管的裁決向市議會提出上訴 (上訴)。本子節中所描述的任何公開聽證會的時間與地點的通知應該於聽證會舉行至少三十天前提供給園區所有者、行動住屋所有者以及居住者，並且張貼在園區的所有出入口。

(b) 裁決通知與 CIR。由於入住率減少的書面轉型通知應該連同服務證明一起發給園區所有者、行動住屋所有者以及居住者。裁決通知應該包括合理的時間期限，以便讓園區所有者能夠提出 CIR。



(c) 搬遷援助的豁免申請。 園區所有者可以根據第 19.72.120 節要求搬遷援助義務的全部或部分豁免（豁免搬遷援助義務）。 要求應在主管於子節（b）的決定通知中所確定的日期之前提出。

(d) 未能編寫 CIR。 園區所有者若未能在所需的時間範圍內提交 CIR，將被宣告為妨害公眾利益。 此妨害行為起因於延誤必要分析與提供所需的搬遷援助，致使對於居住者和行動住屋所有者造成在社交與經濟方面潛在的嚴重不利影響。 此時，主管應編寫 CIR 並且向園區所有者要求費用。 園區所有者應該在收到帳單的三十天內將費用歸還本市。 如果園區所有者未能將費用歸還本市，可能會依照桑尼維爾市政法典第 8.20.060 至 8.20.090 節的規定開始撤銷與收集程序。（條例 2983-12 § 5）。

#### 19.72.080. 搬遷援助。

(a) 需要的搬遷援助。 根據政府法典第 65863.7 與 66426.4 節，申請人應提供搬遷援助以減輕移動住屋園區轉型對於居無定所居民以及行動住屋所有者造成的不良影響，惟搬遷援助不應超過搬遷的合理費用。 本節規定提供給居住者以及行動住屋所有者最低的搬遷援助。 申請人以及符合獲得搬遷援助的任何人員得同意其他雙方都滿意的搬遷援助。

(b) 搬遷援助的資格。 如果行動住屋所有者與居住者截至以下日期並未收到終止租賃的通知，他們有權獲得搬遷援助，以先發生者為準：

- (1) 總體規劃修訂的開始；
- (2) CIR 提出；或
- (3) 園區由於入住率減少而正在進行轉型的判定。

(c) 棄權協議。 根據本章的棄權權利與行動住屋所有者達成的任何協議均係無效，在任何用途方面皆不具效力。 搬遷援助權利的棄權僅適用於園區所有者以及園區所有者所擁有住房的租戶之間。 棄權內容應包含本節中的文字以及租戶理解根據本章的搬遷援助權利並且同意放棄它們的書面確認。

(d) 搬遷的合理費用。 搬遷的合理費用包括遷移津貼以及本節所定義的其他適用搬遷援助類型，以及根據 CIR 和住房和民眾服務委員會建議。

(1) 符合資格的居住者的遷移津貼。 對於所有符合資格的居住者，搬遷援助應包括遷移至其他園區或是其他安置住所的遷移津貼（距離不應超過一百英里）。 搬遷至距離超過一百英里以外地區的費用應由居住者支付。 遷移津貼包括：

- (A) 搬運家具和個人物品的費用；
- (B) 新地點的第一個月與最後一個月的費用；
- (C) 新地點規定的押金；
- (D) 臨時住宿（如適用）。

(2) 其他搬遷援助。 對於符合資格的居住者以及行動住屋所有者，搬遷援助也可能包括以下一項或數項：

(A) 行動住屋所有者的無障礙設施改善。對於符合資格的行動住屋所有者而言，搬遷援助可能包括在行動住屋中重新安裝或更換任何無障礙設施改善的費用款項，例如輪椅坡道、升降機和扶手。

(B) 年長者、殘障人士和低收入家庭的房租津貼。對於符合資格的年長者、殘障人士和低收入家庭，如果他們遇到需要抵消增加的住房費用以及確保可比較住屋安全的情況，搬遷援助可以包括最多二十四個月的房租津貼款項費用。房租津貼是園區居住者支付的房租以及其他園區任一空間中任何較高房租的差額（如果行動住屋有所搬遷）；或者是可比較住屋的租金（如果居住者搬遷至其他租屋）。符合以其合適價值出售其行動住屋給申請人的行動住屋所有者唯一能夠領取房租津貼的情況是出售價格偏低，將至少有二十四個月的時間無法適當確保可比較安置住所安全。

(C) 行動住屋所有者的行動住屋搬遷費用。對於任何符合資格的行動住屋所有者（其行動住屋能夠搬遷），搬遷援助包括搬遷專員要求持照的行動住屋搬運業者預估實際將行動住屋搬遷至一百英里的最大距離所需費用，再取三個預估費用中的最低者。如果行動住屋搬遷地點的距離超過一百英里，額外費用應由行動住屋所有者負擔。預估費用將包括行動住屋的組裝、運輸至新地點的交通、組件、踢腳板、搭疊板、門廊、露台和遮陽篷的重新安裝、安置或重建、抗震斜撐（如需要）、運輸過程中的保險項目，以及水電瓦斯重新配線。

(D) 行動住屋所有者以百分之百合適價值的出售。對於任何符合資格，但是其住屋無法搬遷至二十英里範圍內的可比較園區，或是行動住屋所有者所選擇的其他園區的行動住屋所有者，市議會可要求申請人以其百分之百的合適價值購買行動住屋。申請人應透過主管所提供的名單聘請行動住屋鑑價者，以確定行動住屋的合適價值。如果行動住屋所有者對於其行動住屋的鑑定價值有所爭議，行動住屋所有者可聘請主管名單中的鑑價者取得評估。待考量的情況下，行動住屋所有者應該在 CIR 核准日期起的一百八十天內獲得評估。如果獲得第二次評估，行動住屋所有者有權獲得申請人與行動住屋所有者所取得的評估價值的平均值。

如果鑑價者發現園區缺乏維護、延期維護或是目標園區狀況惡化，致使行動住屋的價值遭到負面影響，鑑價者可決定將房屋的價值向上調整（如果有必要消除因缺乏維護、延期維護或狀況惡化、正常損耗與磨損例外情況所造成價值的負面影響）。

(E) 居住者初次拒絕的權利。對於所有符合資格的居住者，搬遷補助應包括初次拒絕購買或租賃建造於園區地點的新住屋或公寓的權利。收入符合條件的居住者享有優先購買或租賃任何低於市場利率（BMR），建造於園區地點的單位，前提是他們符合 BMR 住屋計畫的所有資格。為了獲得 BMR 單位的優先順序，有意購買或租賃的居住者應該在園區空出前向住屋部門提出申請。（條例 2983-12 § 5）。

#### 19.72.090. CIR 內容。

CIR 應包括所有以下資訊以便適當定義與應付提議的轉型或園區關閉對於居無定所居民以及行動住屋所有者在社交與經濟上造成的不利影響；除非主管裁定以下任何資訊對於特殊園區並無任何幫助。

(a) 居住者與住屋特性。以下特性的描述：

(1) 住屋。 每間行動住屋和其他住所的建造日期、類型、寬度、尺寸和臥室數目，以及任何無障礙設施的改善，例如輪椅坡道、升降機和扶手，以列出的空間數目；

(2) 居住者。 每個住家的入住者人數，家庭類型（年長者、殘障、低收入、個人、有未成年子女的家庭，或其他）以及入住者類型（行動住屋所有者、租戶或其他）；以及

(3) 資格。 根據第 19.72.080 節符合搬遷援助資格的人員身份識別（搬遷援助）。

(b) 保密居住者資訊。 包含其他資訊的清單應該單獨透過 CIR 提交。由於本清單的內容需要保密，因此主管應將清單以機密的公共記錄保存，不得向大眾揭露，惟根據加州公共檔案法所規定的判決、命令或有管轄權的法院核發的判令（政府法典第 6250 節及以下）不在此限。 清單應包含以下資訊：

(1) 個人資訊。 行動住屋所有者與居住者的名稱、地址與聯絡資訊；

(2) 入住率。 入住率長度、目前每月租金與租賃期限，以及每個人是否為未居住在園區中的行動住屋所有者、租戶，或是住在行動住屋以外住屋的人員；以及

(3) 搬遷的居住者。 已經搬遷的居住者的新地址（如適用）。

(c) 希望地點的閒置空間。 園區二十英里範圍內，以及行動住屋所有者希望的加州任何其他地點的閒置空間清單。 這份清單應該包括園區名稱、地址、閒置數目、租金費用、期限、有關接受的行動住屋與居住者類型的政策與限制、提供的康樂設施，以及與各項服務的距離，例如公共交通運輸、學校、醫療服務、社交與宗教服務，以及雜貨店。

(d) 住屋替代。 對於無法搬遷至二十英里範圍內可比較園區的居住者，他們在本市或任何其他地點租賃或購買可比較住宅的可行性與費用。

(e) 行動住屋的搬遷可能。 根據行動住屋總數的 (a)、(b) 與 (c) 子節所提供的資訊，裁決行動住屋所有者能夠搬遷至二十英里範圍內或希望的其他地點的可比較園區。

(f) 搬遷計劃。 搬遷計劃將指明：

(1) 最低搬遷援助。 申請人根據第 19.72.090 節同意支付給每位符合資格居住者與行動住屋園區所有者的最低搬遷援助金額（搬遷援助）以及如何裁決金額的方式；

(2) 安置住所。 為每位居住者提議安置住所的類型（搬遷至可比較園區，或是租賃或購買其他住屋）；以及

(3) 時間表。 執行行動住屋實際搬遷的時間表、以及實施搬遷援助和園區轉型的時間表。

(g) 服務的聯絡資訊。 應提供下列人員的相關名稱與聯絡資訊：

(1) 搬遷專員。 主管清單中的搬遷專員，並附上可用服務的說明；

(2) 搬運公司。 由搬遷專員選擇並且由主管核准的搬運公司的名稱、聯絡資訊與收費表，以及搬遷行動住屋、傢俱和個人物品的預估費用；以及

(3) 鑑定人。 姓名、聯絡資訊以及主管清單中符合資格的行動住屋鑑價者的費用表。

(h) 其他資訊。 任何滿足居住者以及行動住屋所有者有關園區轉型所需的其他資訊（由主管者決定）。（條例 2983-12 § 5）。

#### 19.72.100. CIR 通知與資訊會議。

(a) 聽證會前三十天提供 CIR 通知並散布。 申請人應該提供有關 CIR 可用性的通知以及服務證明給每位行動住屋所有者與居住者。 通知只需傳送給任何租賃協議中有其姓名的人員即可。 本通知應該在住房和民眾服務委員會針對 CIR 舉行公開聽證會之前以及主管核准通知之後的至少三十天內提供。 通知內容應包括：

- (1) CIR 的複本；
- (2) 本章內容的複本；以及
- (3) 有關 CIR 每個排定的資訊會議與公開聽證會的日期、時間和地點。

CIR.

(b) 聽證會前十五天提供證明。 申請人應該在住房和民眾服務委員會針對 CIR 舉行公開聽證會至少十五天前向主管提出證明，表明每位必要的收件人已經收到必要通知與資料。

(c) 聽證會前十四天舉行資訊會議。 申請人應該在住房和民眾服務委員會針對 CIR 舉行公開聽證會的至少十四天前，為園區的居住者舉行至少一次資訊會議。 會議內容應該討論提議的居住者搬遷時機、可獲得的搬遷援助、CIR 的內容以及任何開發申請的狀態。 搬遷專員與主管的指派者應出席資訊會議。（條例 2983-12 § 5）。

#### 19.72.110. 給未來居住者的通知。

在執行租賃協議之前，園區所有者應透過書面方式告知每位未來的新居住者已經提出園區轉型的開發申請，或者園區已經被判定由於入住率減少而正在進行轉型，而根據第 19.72.080 節（搬遷援助）的規定，新居住者可能無權獲得任何搬遷援助。（條例 2983-12 § 5）。

#### 19.72.120. 豁免搬遷援助義務。

(a) 豁免申請。 如果申請人認為提供要求的搬遷援助將構成不合理的經濟困難，申請人可要求完全或部分豁免本節中的搬遷援助義務。 要求應連同 CIR 提出。

(b) 向居住者揭露的資訊。 申請人應該將豁免搬遷援助義務的要求告知居住者，作法是將該資訊包括在第 19.72.100 節（CIR 通知與資訊會議）所規定的通知中。

(c) 必要資訊。 為了證明豁免搬遷援助義務的要求屬於正當行為，申請人應連同 CIR 提供以下資訊：

(1) 財務報告。自申請或要求日起園區過去五年的營運損益表，並且透過認證的會計師確認；

(2) 維修與改善報告。依照偽證處罰法由本州許可的總承包商所做的聲明，表明需要維修與改善以維持園區合宜、安全與衛生狀況，以及持續作為行動住屋園區的用途。聲明應該包括必要維修與改善的逐項清單、相關費用以及應該進行的最短期限。申請人還應提交經過認證會計師確認，有關未來五年中園區內行動住屋空間必須增加以支付維修與改善的租金費用。主管也可自行決定，規定申請人須僱用其他持照的總承包商（由主管挑選），透過由主管選擇其他持照總承包商分析提交的資訊；

(3) 預估的搬遷費用。根據第 19.72.080 節（搬遷援助）的規定以及搬遷專員確定的預估搬遷援助總計費用；

(4) 預估值的評估。如果該物業持續作為行動住屋園區，並且根據園區提議開發計劃進行開發，則由主管物業預估價值清單中的鑑價者進行的比較；以及

(5) 其他資訊。申請人認為適當或者主管可能需要的其他資訊。（條例 2983-12 § 5）。

#### 19.72.130. 調查結果和決定。

(a) CIR 核准需要在開發申請核准之前。本市必須等到市議會核准 CIR 之後，才會對開發申請採取任何行動。對於園區地點任何開發申請的公開聽證會不應與任何有關 CIR 的公開聽證聯合舉行或選擇在同一天舉行。

(b) 豁免申請的審查。豁免搬遷援助義務的申請應與 CIR 同時審查。在收到住房和民眾服務委員會的建議之後，如果所需文件顯示提供必要搬遷援助將構成不合理的經濟困難，市議會可同意或否決豁免申請。

(c) 有關 CIR 的調查結果和決定。在公開聽證會之後，住房和民眾服務委員會應根據所需的調查結果向市議會建議核准或有條件核准 CIR。在收到住房和民眾服務委員會的建議並且舉行過至少一次的公開聽證會之後，市議會可基於所需的調查結果核准或有條件核准 CIR：

(1) CIR 的編寫、通知與散布已經根據本章規定完成；以及

(2) CIR 包括適當的資訊與選項，以及採取適當的措施以應付行動住屋園區轉型對於居無定所居民和行動住屋所有者在社交與經濟方面造成的不利影響。（條例 2983-12 § 5）。

#### 19.72.140. CIR 核准之後的義務。

(a) 申請人責任。申請人有責任確認本節中的必要行動已經在 CIR 核准之後實施。市議會可允許合理修改指定的期限。

(b) 一百二十天內搬遷援助的選擇。 在 CIR 核准的一百二十天內，符合資格的居住者以及行動住屋所有者應該根據 CIR 選擇可獲得的搬遷援助類型，並和搬遷專員確認所選項目。 如果並未提交選擇，搬遷專員可根據 CIR 決定適合的搬遷援助。

(c) 在一百八十天內完成評估並且取得預估值。 在 CIR 核准的一百八十天內，應該完成任何行動住屋的評估，並且取得行動住屋搬遷的任何預估值。 如果上述任何行動未能在要求的時間範圍內完成，並且是由於申請人的任何個人因素，則 (d) 子節中規定的租約終止通知時間可針對受影響的行動住屋所有者延長九十天的時間。

(d) 一百八十天或更長時間的租約終止。 申請人應該至少於一百八十天前提供居住者以及行動住屋所有者終止租約通知，時間自開發申請核准日或是園區關閉 CIR 核准起算。

(e) 租約終止之前的三十五天付款。 申請人應該至少在租約終止前的三十五天將所有必要的搬遷援助金額支付給符合資格的居住者以及行動住屋所有者。 倘若行動住屋所有者選擇出售行動住屋，則行動住屋所有者應提交任何必要文件以便將行動住屋的完整權利與所有權轉讓給申請人，並且免除所有安全利益、留置權或其他產權負擔，前提是支付給行動住屋所有者的搬遷援助已適當地移除任何現有的留置權。

(f) 關閉前驗證或建築許可的核發。 在最後居住者租約終止至少三十五天之前，申請人應該依照偽證處罰法出具聲明，指明已經將所需的搬遷援助款項支付給符合資格的居住者以及行動住屋所有者。 聲明應該指明每位符合資格的居住者與移動住屋所有者、支付的金額、付款日期，以及居住者或行動住屋所有者所選取的搬遷援助類型。 我們鼓勵申請人提交付款收據作為進一步驗證。 必須等到提交本驗證之後，才能關閉園區，或是核發與已核准開發申請有關的任何建築許可。 （條例 2983-12 § 5）。

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檢視行動版本。

Đạo luật Thành phố Sunnyvale							
Lên trên	Lùi lại	Tiếp tục	Trang chính	Sự sụp đổ	Tìm kiếm	In	Không sắp đặt

Tiêu đề 19. QUY HOẠCH

Điều khoản 5. CÁC VẤN ĐỀ ĐẶC BIỆT CHO NHÀ CỬA

## **Chương 19.72. CHUYỂN ĐỔI CHO NHỮNG KHU NHÀ DI ĐỘNG (MOBILE HOME)**

### 19.72.010. Những phán quyết và mục đích.

(a) Những phán quyết. Hội đồng thành phố nhận thấy rằng:

(1) Nhà Di động là một hình thức quan trọng của nhà ở giá rẻ trong thành phố, đặc biệt đối với người cao niên và người có thu nhập trung bình hoặc thấp;

(2) Nhiều chủ nhà di động đã đầu tư vào một khoản tài chính lớn cho nhà di động và việc mất đi khoản đầu tư này sẽ hạn chế khả năng của họ để tìm nhà thay thế khác;

(3) Những khu nhà di động bổ trống tương đương với khu nhà di động rất khan hiếm trong thành phố và các cộng đồng xung quanh, và tiêu chuẩn chấp nhận thường loại bỏ nhà di động cũ hơn; và

(4) Do những lý do nêu trên, chuyển đổi, đóng cửa hoặc ngừng sử dụng của một khu nhà di động có thể ảnh hưởng xấu đến khả năng của người dân di dời để tìm nhà ở thay thế thích hợp. Các biện pháp giảm thiểu yêu cầu của chương này được tìm thấy là cần thiết và hợp lý, phù hợp với pháp luật của tiểu bang, trong khi công nhận quyền của chủ sở hữu khu đất để theo đuổi những thay đổi trong sử dụng đất.

(b) Mục đích. Chương này quy định các yêu cầu để đảm bảo rằng các tác động của xã hội và kinh tế bất lợi của bất kỳ chuyển đổi khu nhà di động trên người dân di dời được xác định và làm dịu bớt thông qua thông báo thỏa đáng, di chuyển hợp lý và hỗ trợ khác. Những yêu cầu này được thành lập theo thẩm quyền mà Hiến Pháp California, và Đạo luật Chính phủ Mục 65863.7 và 66427.4, và Đạo luật Dân sự Mục 798.56. (Quy định 2983-12 § 5).

### 19.72.020. Các định nghĩa.

Khi được sử dụng trong chương này, các thuật ngữ này có nghĩa như sau:

(a) "Người nộp đơn" có nghĩa là bất kỳ người nào hoặc tổ chức tìm cách xét duyệt chuyển đổi khu nhà di động. Người nộp đơn cũng có thể có nghĩa là một chủ sở hữu khu nhà mà khu nhà đã được xác định để được trải qua chuyển đổi do giảm sử dụng.

(b) "Nhà Tương đương" có nghĩa là nhà ở đáp ứng các tiêu chuẩn tối thiểu của Bộ Luật Nhà ở Đồng đều, và cũng tương tự như các nhà thuộc về tiền thuê nhà, kích thước, số lượng phòng ngủ và phòng tắm, và các yếu tố liên quan khác như vị trí và sự gần gũi với nơi làm việc của cư dân, tiện nghi, trường học, giao thông công cộng.

(c) "Khu nhà di động tương đương" có nghĩa là bất kỳ khu nhà khác tương tự như các khu nhà chủ đề về tiện nghi, tiền thuê nhà, và các yếu tố khác có liên quan, chẳng hạn như gần đến giao thông công cộng và mua sắm, thị trường việc làm, nơi cư dân di dời được sử dụng, và gần trường học nếu cư dân có con em trong tuổi đi học.

(d) "Đơn xin Phát triển" có nghĩa là một yêu cầu nộp đơn xin phê duyệt điều chỉnh quy hoạch chung, tái quy hoạch, bản đồ thăm dò, giấy phép sử dụng, giấy phép phát triển đặc biệt, hoặc bất kỳ giấy phép

khác liên quan đến chuyển đổi khu nhà di động được đề xuất. Đơn xin phát triển không bao gồm một yêu cầu để bắt đầu một sự sửa đổi kế hoạch chung.

(e) "Hộ gia đình có người bị khuyết tật" có nghĩa là một hộ gia đình trong đó: (1) người là thu nhập chính hoặc người phối ngẫu là một người khuyết tật; (2) có ít nhất hai thành viên là người khuyết tật; hoặc (3) một hoặc nhiều thành viên là người khuyết tật với cần sự giúp đỡ trong nhà. Khuyết tật là một điều kiện y tế hoặc làm suy giảm về thể chất hoặc tinh thần giới hạn đáng kể ít nhất một trong các sinh hoạt đời sống chính của người đó, theo quy định trong Đạo luật Sửa đổi Nhà ở Công bằng Liên bang năm 1988 và Đạo luật Công bằng Việc làm và Nhà ở California, hoặc các quy chế kế tiếp.

(f) "Giá trị chỗ ở" có nghĩa là giá trị của căn nhà di động trong điều kiện hiện nay, mà không quan tâm đến việc công viên có thể đóng cửa.

(g) "Nhà di động" có nghĩa là một cấu trúc được thiết kế và sử dụng cho con người sinh sống và để được di chuyển trên một đường phố hoặc đường xa lộ dưới giấy phép theo quy định của Đạo luật Xe cộ California Mục 35790, một nhà di động theo quy định tại Mục 18008 của Đạo luật Sức Khỏe và An Toàn, hoặc một nhà được tự chế, như được định nghĩa trong Đạo luật Sức Khỏe và An Toàn Mục 18007. một nhà di động không bao gồm một xe dã ngoại theo quy định tại Bộ luật Dân sự Mục 799.24 và Sức Khỏe và An Toàn Mục 18010, một xe thương mại, hoặc nhà được xây dựng theo quy định tại Đạo Luật Sức Khỏe và An Toàn Phần 19971.

(h) "Chủ sở hữu nhà di động" có nghĩa là chủ sở hữu đăng ký của một ngôi nhà di động, bất kể số lượng các chủ sở hữu đó hoặc các hình thức sở hữu như vậy, và những người có quyền sử dụng một khu vực cho nhà di động trong khu nhà.

(i) "Khu nhà di động" có nghĩa là một vùng đất nơi hai hay nhiều không gian nhà di động được cho thuê, bao gồm cả diện tích đất quy hoạch hoặc phê chuẩn để sử dụng như một khu cho nhà di động dưới tiêu đề này. Trong chương này, thuật ngữ "khu nhà" cũng giống như "khu nhà di động."

(j) "Khu vực cho nhà di động" là một khu vực trong một khu nhà được chỉ định cho của một căn nhà di động. Trong chương này, thuật ngữ "khu vực" cũng giống như "khu vực căn nhà di động."

(k) "Chủ sở hữu khu nhà" có nghĩa là bất kỳ người nào hoặc tổ chức có quyền sở hữu của khu nhà di động và có trách nhiệm nộp thuế tài sản. "Chủ sở hữu khu nhà" không bao gồm một chủ sở hữu căn nhà di động hoặc cho thuê lại nhà di động của họ.

(l) "Bằng chứng về dịch vụ" có nghĩa là văn bản được yêu cầu người nhận được một thông báo hoặc giấy tờ khác. Bằng chứng về dịch vụ bao gồm bất kỳ xác nhận giao hàng qua Bưu chính Hoa Kỳ như thư xác nhận hoặc xác nhận chữ ký. Nếu giao hàng cá nhân, bằng chứng của dịch vụ bao gồm một tuyên bố có chữ ký của người nhận.

(m) "Cư dân" có nghĩa là một chủ sở hữu căn nhà di động hiện đang sống trong khu nhà hoặc người thuê nhà.

(n) "Hộ gia đình cao niên" có nghĩa là một hộ gia đình trong đó: (1) người kiếm tiền chính hoặc người phối ngẫu là ít nhất là sáu mươi hai tuổi; (2) hai thành viên trở lên ít nhất sáu mươi hai tuổi; hoặc (3) một hoặc nhiều thành viên là ít nhất sáu mươi hai tuổi với cần sự giúp đỡ sống trong nhà.

(o) "Người thuê" có nghĩa là một người sống trong một ngôi nhà di động hoặc nhà khác ở trong một khu nhà hợp đồng thuê hoặc thỏa thuận và những người không phải là chủ sở hữu một căn nhà di động.

(p) "Bỏ không" có nghĩa là một khu vực nhà di động bỏ trống bằng một căn nhà di động, hoặc bị chiếm đóng bởi một nhà di động trong đó không có người cư trú, và tình hình như vậy đã không được



gây ra bởi thảm họa về thể chất hoặc bất kỳ điều kiện nào khác ngoài sự kiểm soát của chủ sở hữu khu nhà.

(q) "Hộ gia đình có thu nhập thấp" có nghĩa là một hộ gia đình có thu nhập hàng năm ít hơn tám mươi phần trăm thu nhập trung bình của các hộ ở Hạt Santa Clara, theo định nghĩa của Bộ Phát triển Công cộng và Nhà ở California. (Quy định 2983-12 § 5).

#### 19.72.030. Khả năng áp dụng.

(a) Chuyển đổi. Chương này áp dụng cho bất kỳ chuyển đổi của một khu nhà di động, bao gồm:

- (1) Một sự thay đổi sử dụng đất;
- (2) Một sự thay đổi của các khu nhà hoặc bất kỳ phần nào cho nhà chung cư, hợp tác cổ phần, hoặc bất kỳ hình thức sở hữu khác nơi các khu vực bên trong khu nhà được bán riêng lẻ; hoặc là
- (3) Ngừng sử dụng hoặc đóng bất kỳ phần nào của khu nhà, cho dù ngay lập tức hoặc dần dần. Điều này bao gồm giảm số người trong khu nhà như được xác định trong Mục 19.72.070 (chuyển đổi do giảm người thuê).

(b) Miễn Phá sản. Chương này không áp dụng nếu việc đóng cửa hoặc ngừng sử dụng một khu nhà di động kết quả quyền được vào lệnh giảm phá sản như đã nêu ở Đạo luật Chính phủ California Mục 65863.7. (Quy định 2983-12 § 5).

#### 19.72.040. Thông báo về ý định chuyển đổi.

(a) Thông báo về Ý Định trong vòng 90 ngày. Người nộp đơn phải thông báo bằng văn bản về ý định chuyển đổi một khu nhà di động ít nhất là chín mươi ngày trước khi nộp đơn yêu cầu để bắt đầu một kế hoạch sửa đổi nói chung hoặc một đơn xin phát triển, bất cứ cái nào là đầu tiên. Thông báo phải được cung cấp cho tất cả các chủ sở hữu căn nhà di động và cư dân có bằng chứng về dịch vụ, và một bản sao được cung cấp cho thành phố. Thông báo phải được đăng ở tất cả các lối vào của khu nhà. Thông báo bằng văn bản sẽ được cung cấp cho cư dân mới có tiềm năng trước khi thanh toán tiền thuê nhà hoặc tiền gửi.

(b) Thông báo Nội dung. Thông báo phải có các thông tin sau đây:

- (1) Rằng Người nộp đơn đề xuất chuyển đổi của các khu nhà di động mà đòi hỏi thành phố chấp thuận một báo cáo tác động chuyển đổi;
- (2) Một mô tả cho đơn xin phát triển đề xuất, nếu được áp dụng, và được sự yêu cầu giấy phép được chấp thuận; và
- (3) Một báo cáo rằng người nộp đơn sẽ nộp đơn cho một báo cáo dành cho công chúng với Bộ Bất động sản California, nếu áp dụng. (Quy định 2983-12 § 5).

#### 19.72.045. Quyền thương lượng mua bán.

(a) Thực hiện Quyền trong vòng Chín mươi ngày. Một tổ chức dân cư chỉ định có thể thực hiện quyền để thương lượng mua bán của các khu nhà di động nếu một văn bản thông báo lãi suất được cung cấp cho chủ sở hữu khu nhà trong vòng chín mươi ngày kể từ ngày thông báo có dấu bưu điện về ý định chuyển đổi, hoặc ban hành một thông báo về quyết định chuyển đổi do giảm người thuê. Thông báo phải có một báo cáo về lợi ích thương lượng mua bán của khu nhà và các tên và thông tin liên lạc của tổ

chức và của người đại diện. Quyền lợi của người mua bán thỏa thuận được coi là hết hạn, nếu một thông báo không được cung cấp theo mục này.

(b) Đàm phán để Mua bán trong vòng một Trăm tám mươi ngày. Nếu một thông báo bằng văn bản được cung cấp cho chủ sở hữu khu nhà trong thời hạn quy định, người nộp đơn phải đáp ứng với các tổ chức dân cư được chỉ định trong vòng mười lăm ngày kể từ ngày nhận được thông báo để tìm hiểu khả năng mua lại của khu nhà. Quyền lợi của người mua thỏa thuận được coi là hết hạn, nếu người nộp đơn và tổ chức thường trú được chỉ định không đạt được thỏa thuận về các điều khoản mua bán trong vòng một trăm tám mươi ngày kể từ ngày thông báo có dấu bưu điện về ý định chuyển đổi, hoặc ban hành một thông báo về quyết định chuyển đổi do giảm người thuê.

(c) Đơn xin Chuyển đổi trong cuộc Đàm phán. Người nộp đơn có thể nộp bất kỳ đơn xin liên quan đến chuyển đổi của một khu nhà di động trong quá trình đàm phán với một tổ chức dân cư được cung cấp các đơn xin được đệ trình trong vòng chín mươi ngày, kể từ ngày thông báo có dấu bưu điện về ý định chuyển đổi. Hội đồng thành phố có thể chấp thuận hoặc từ chối yêu cầu của người nộp đơn để bắt đầu một kế hoạch sửa đổi nói chung trong quá trình đàm phán. Thành phố này sẽ đình chỉ bất kỳ hành động chuyển đổi cho phép của khu nhà cho đến khi quyền mua bán thỏa thuận được coi là hết hạn theo mục này.

(d) Việc sửa đổi của Giới hạn Thời gian. Các tổ chức dân cư được chỉ định và người nộp đơn có thể thỏa thuận với nhau để rút ngắn hoặc kéo dài thời gian giới hạn được mô tả trong phần này. (Quy định 2983-12 § 5).

#### 19.72.050. Báo cáo tác động chuyển đổi (CIR) yêu cầu trước khi chuyển đổi.

Người nộp đơn phải nộp một CIR để xem xét và chấp thuận của hội đồng thành phố trước khi chuyển đổi khu nhà có thể được chấp thuận. Các CIR phải có các thông tin cần thiết tại Mục 19.72.090 (Nội dung của CIR) và được xác định đầy đủ và giải quyết các tác động xã hội và kinh tế của việc chuyển đổi được đề xuất về các cư dân di dời và các chủ sở hữu nhà di động, theo yêu cầu của hội đồng thành phố. Thời gian cần nộp như sau:

(a) Đơn xin Phát triển với Chuyển đổi. Các CIR được nộp trước hoặc cùng lúc như các đơn xin phát triển. Nếu chuyển đổi đề xuất đòi hỏi phải sửa đổi kế hoạch chung, CIR có thể được nộp sau khi bắt đầu điều chỉnh quy hoạch chung.

(b) Chuyển đổi do Giảm Người thuê. Nếu một khu nhà di động đang trải qua chuyển đổi do giảm người thuê, các CIR sẽ được đệ trình trong vòng một khoảng thời gian được thiết lập bởi các giám đốc phát triển cộng đồng theo Mục 19.72.070 (chuyển đổi do giảm người thuê). (Quy định 2983-12 § 5).

#### 19.72.060. Chuyên gia di dời.

(a) Danh sách các Chuyên gia Di dời. Các giám đốc phải duy trì một danh sách những nhân viên đủ điều kiện hoặc các công ty có chuyên môn về nhà ở, di chuyển của người di dời, và những người đã quen thuộc với thị trường nhà ở của khu vực.

(b) Dịch vụ Chuyên gia Di dời. Thành phố phải thuê một chuyên gia di dời trong danh sách của ban quản lý với chi phí của người nộp đơn để chuẩn bị CIR và cung cấp cho cư dân các dịch vụ được mô tả trong chương này. Các chuyên gia di dời có trách nhiệm đáp ứng cho người dân và giúp họ đánh giá, lựa chọn, và đảm bảo nhà ở tương đương. Các dịch vụ này bao gồm hỗ trợ kỹ thuật liên quan đến cho thuê

hoặc mua nhà ở thay thế, giải thích về các lựa chọn thay thế hỗ trợ di chuyển có sẵn, giới thiệu đến bất kỳ tài nguyên nhà ở giá rẻ có sẵn, hỗ trợ trong việc thu xếp để di chuyển tài sản cá nhân và đồ dùng, và vận chuyển cho những người dân không thể lái xe đến lựa chọn nhà ở tương đương. (Quy định 2983-12 § 5).

#### 19.72.070. Chuyển đổi do giảm người thuê.

(a) Chuyển đổi giảm người thuê. Một khu nhà được coi là được trải qua chuyển đổi bằng cách đóng cửa hoặc ngừng sử dụng khi hai mươi lăm phần trăm hoặc nhiều hơn các khu vực được không có người ở. Đồng thời hai mươi lăm phần trăm chiếm hữu, chủ sở hữu khu nhà phải nộp một báo cáo giải thích bất kỳ lý do được biết đến với giảm người thuê và bất kỳ ý định thay đổi việc sử dụng. Một người dân cũng có thể nộp một bản cáo của giảm người thuê và phải chỉ ra khu vực mà cư dân tin được không có người ở.

(1) Báo cáo Đã nộp do Chủ Khu nhà. Nếu một chủ sở hữu khu nhà nộp một báo cáo của giảm người thuê, giám đốc xác định đúng đắn về bản báo cáo và đưa ra một thông báo về quyết định chuyển đổi. Không có yêu cầu điều trần công khai.

(2) Báo cáo Đã nộp do Cư dân. Nếu một cư dân nộp một báo cáo của giảm người thuê, giám đốc phải xác định tính chính xác của các báo cáo tại một phiên điều trần công cộng.

(3) Xác định của giám đốc có thể bị kháng cáo trực tiếp với hội đồng thành phố của chủ sở hữu khu nhà, chủ sở hữu căn nhà di động, hoặc bất kỳ cư dân theo các thủ tục trong Mục 19.98.070 (Khiếu nại). Thông báo về thời gian và địa điểm của bất kỳ điều trần công khai được mô tả trong tiểu mục này sẽ được trao cho các chủ sở hữu khu nhà, chủ sở hữu căn nhà di động và cư dân và được đăng tại tất cả các lối vào của khu nhà ít nhất là ba mươi ngày trước khi buổi điều trần.

(b) Thông báo Xác định và CIR. Thông báo bằng văn bản của chuyển đổi do giảm người thuê được cấp cho chủ sở hữu khu nhà, chủ sở hữu căn nhà di động, và người dân với bằng chứng về dịch vụ. Các thông báo sẽ nộp bao gồm một thời gian hợp lý trong thời gian đó chủ sở hữu khu nhà sẽ nộp CIR.

(c) Xin miễn Yêu cầu Hỗ trợ Tái định cư. Chủ sở hữu khu nhà có thể yêu cầu được miễn toàn bộ hoặc một phần nghĩa vụ hỗ trợ di chuyển theo Mục 19.72.120 (Xin miễn bắt buộc từ hỗ trợ tái định cư). Yêu cầu phải được nộp trước ngày thành lập bởi các giám đốc trong thông báo về quyết định theo tiểu mục (b).

(d) Không Chuẩn bị một bản CIR. Chủ sở hữu khu nhà không nộp một bản CIR trong khoảng thời gian cần được công bố là một sự phiền toái. Sự phiền toái này là do tiềm năng đến các tác động xã hội và kinh tế bất lợi nghiêm trọng đến người dân và các chủ sở hữu căn nhà di động bằng cách trì hoãn các phân tích cần thiết và cung cấp hỗ trợ di chuyển cần thiết. Tại thời điểm đó, giám đốc tổ chức chuẩn bị bản CIR và hóa đơn chi phí cho chủ sở hữu khu nhà. Chủ sở hữu khu nhà phải hoàn trả cho thành phố các chi phí trong vòng ba mươi ngày kể từ ngày nhận được hóa đơn. Nếu chủ sở hữu khu nhà không hoàn trả lại thành phố, xử lý chất thải và bộ sưu tập các thủ tục có thể bắt đầu theo quy định tại mục 8.20.060 qua 8.20.090 của Đạo luật Thành Phố Sunnyvale. (Quy định 2983-12 § 5).

#### 19.72.080. Hỗ trợ di chuyển.

(a) Yêu cầu Hỗ trợ Di dời. Theo Đạo luật Chính phủ đề 65863.7 66426.4 và, người nộp đơn phải cung cấp hỗ trợ di chuyển để giảm thiểu tác động bất lợi của một chuyển đổi khu nhà di động trên người dân

di dời và các chủ sở hữu căn nhà di động trong một cách mà không vượt quá chi phí hợp lý di dời. Phần này thiết lập hỗ trợ di chuyển tối thiểu cho người dân và các chủ sở hữu căn nhà di động. Người nộp đơn và người hội đủ điều kiện để hỗ trợ di chuyển có thể thỏa thuận hỗ trợ di dời thỏa đáng khác.

(b) Điều kiện được Hỗ trợ Tái định cư. Chủ sở hữu nhà di động và người dân được quyền hưởng hỗ trợ di chuyển nếu họ đã không được thông báo chấm dứt hợp đồng thuê của họ như là các ngày sau, bất cứ cái nào xảy ra trước:

- (1) Khởi xướng của một sửa đổi kế hoạch chung;
- (2) Nộp đơn CIR; hoặc là
- (3) Xác định rằng khu nhà đang trải qua chuyển đổi do giảm người thuê.

(c) Hiệp định Miễn trừ. Bất kỳ thỏa thuận được thực hiện với một chủ sở hữu nhà di động để từ bỏ quyền theo chương này là không hợp lệ và không hiệu quả cho mục đích nào. Một từ bỏ quyền hỗ trợ di chuyển chỉ có giá trị nếu nó là từ một chủ sở hữu khu nhà và một người thuê nhà của một ngôi nhà thuộc sở hữu của chủ sở hữu khu nhà. Sự miễn trừ phải có các văn bản của phần này và một sự thừa nhận bằng văn bản của người thuê nhà hiểu các quyền hỗ trợ di dời theo chương này và đồng ý từ bỏ.

(d) Chi phí Hợp lý của Di dời. Chi phí hợp lý bao gồm các trợ cấp di chuyển và các loại áp dụng khác hỗ trợ tái định cư theo quy định trong phần này, và dựa trên các CIR và sở nhà ở và dịch vụ nhân sinh khuyến cáo.

(1) Những Điều kiện được phép Di dời cho Cư dân. Đối với tất cả các cư dân hội đủ điều kiện, hỗ trợ tái định cư bao gồm trợ cấp di chuyển để di chuyển đến một khu nhà hoặc thay thế nhà ở khác lên đến khoảng cách một trăm dặm. Các cư dân có trách nhiệm chi phí bổ sung để di chuyển đến một vị trí xa hơn một trăm dặm. Di chuyển trợ cấp bao gồm:

- (A) Các chi phí để di chuyển đồ nội thất và đồ dùng cá nhân;
- (B) Nhà cho thuê đầu tiên và cuối cùng tại địa điểm mới;
- (C) Tiền cọc cần thiết tại địa điểm mới;
- (D) Chỗ ở tạm thời, nếu có.

(2) Hỗ trợ Tái định cư khác. Đối với cư dân đủ điều kiện và các chủ sở hữu nhà di động, hỗ trợ di chuyển cũng có thể bao gồm một hoặc nhiều điều sau đây:

(A) Cải tiến tiện nghi dành cho chủ sở hữu di động. Đối với chủ nhà di động hội đủ điều kiện, hỗ trợ di chuyển có thể bao gồm thanh toán chi phí để cài đặt lại hoặc thay thế bất kỳ sự cải thiện khả năng tiếp cận thực hiện cho các nhà di động như đường đi cho xe lăn, và các thanh vịn.

(B) Nhà đã trợ cấp cho hộ gia đình thu nhập cao niên, tàn tật hoặc thu nhập thấp. Đối với các hộ gia đình cao niên, người tàn tật hoặc thu nhập thấp hội đủ điều kiện, hỗ trợ di chuyển có thể bao gồm chi trả trợ cấp cho thuê lên đến hai mươi bốn tháng nếu cần thiết để bù đắp tăng chi phí nhà ở và nhà ở an toàn tương đương. Các trợ cấp tiền thuê nhà là sự khác biệt của thuê trả tiền của người cư trú trong khu nhà và tiền thuê cao hơn cho cả một khu vực tại khu nhà khác nếu nhà di động được di dời, hoặc thuê nhà ở có thể so sánh nếu di chuyển dân cư với nhà cho thuê khác. Chủ sở hữu nhà di động có đủ điều kiện để bán nhà di động của họ để người nộp đơn theo giá trị ở chỗ nó chỉ có thể nhận được trợ cấp tiền thuê nếu giá bán là không đủ để đảm bảo nhà ở thay thế tương đương ít nhất hai mươi bốn tháng.

(C) Chi phí Di dời Nhà Di động cho Chủ sở hữu Nhà Di động. Đối với bất kỳ chủ sở hữu căn nhà di động hội đủ điều kiện mà nhà di động có thể được di dời, hỗ trợ di chuyển có thể bao gồm mức

thấp nhất trong ba chỉ số nhận được bởi các chuyên gia di dời từ công ty được cấp phép để cơ thể di chuyển các nhà di động để lên đến khoảng cách tối đa là một trăm dặm. Các chủ sở hữu nhà di động có trách nhiệm chi phí bổ sung để di chuyển các nhà di động đến một vị trí xa hơn một trăm dặm. Các ước tính bao gồm các chi phí tháo dỡ nhà di động, vận chuyển đến địa điểm mới, cài đặt lại, thay thế hoặc tái thiết của các khối, ốp chân tường, tấm lát xiên, cống vòm, sàn và mái hiên, giằng động đất nếu cần thiết, bảo hiểm trong quá trình vận chuyển, và kết nối tiện ích.

(D) Bán tại Một trăm phần trăm Giá trị cho Chủ sở hữu Nhà Di động. Đối với bất kỳ chủ sở hữu căn nhà di động đủ điều kiện mà nhà không thể di dời đến một khu nhà có thể tương đương trong vòng hai mươi dặm hoặc một khu nhà được lựa chọn bởi các chủ sở hữu nhà di động, hội đồng thành phố có thể yêu cầu người nộp đơn mua nhà di động tại một trăm phần trăm của giá trị tại chỗ của nó. Người nộp đơn phải thuê một người định giá nhà di động từ một danh sách được cung cấp bởi ban quản lý để xác định giá trị tại chỗ của các nhà di động. Nếu chủ sở hữu căn nhà di động tranh chấp các giá trị thẩm định của nhà di động của họ, chủ sở hữu căn nhà di động có thể thuê một giám định viên từ danh sách của ban quản lý để có được một thẩm định. Để được xem xét, chủ sở hữu căn nhà di động phải được sự thẩm định trong vòng một trăm tám mươi ngày kể từ ngày chấp thuận của CIR. Nếu một thẩm định thứ hai là thu được, các chủ sở hữu căn nhà di động được hưởng trung bình của các đánh giá thu được của người nộp đơn và các chủ sở hữu căn nhà di động.

Nếu các thẩm định viên xác định thiếu bảo trì, bảo dưỡng trả chậm hoặc suy giảm của các khu nhà mà ảnh hưởng tiêu cực đến giá trị của một ngôi nhà di động, các thẩm định viên phải xác định giá trị của ngôi nhà với một điều chỉnh tăng giá trị nếu cần thiết để loại bỏ các tác động tiêu cực về giá trị gây ra bởi sự thiếu bảo trì, trì hoãn bảo dưỡng hoặc suy giảm, hao mòn thông thường.

(E) Quyền Từ chối Đầu tiên cho Cư dân. Đối với tất cả các cư dân hội đủ điều kiện, hỗ trợ tái định cư bao gồm các quyền được ưu tiên mua hoặc thuê nhà hoặc căn hộ mới sẽ được xây dựng trên các trang mạng của khu nhà. Cư dân có thu nhập hội đủ điều kiện có thể được ưu tiên mua hoặc thuê bất kỳ đơn vị tỷ lệ thị trường bên dưới (BMR) có thể được xây dựng trên trang mạng của khu nhà, nếu họ đáp ứng tất cả các yêu cầu hội đủ điều kiện cho chương trình nhà ở BMR. Để nhận được ưu tiên cho các đơn vị BMR, người dân phải nộp một yêu cầu với sự phân chia nhà ở trước khi dọn ra khỏi khu nhà. (Quy định 2983-12 § 5).

#### 19.72.090. Nội dung của CIR.

Các CIR sẽ có tất cả các thông tin sau đây để xác định đầy đủ và giải quyết các tác động xã hội và kinh tế của một chuyển đổi hoặc khu nhà đóng cửa đề xuất trên cư dân di dời và các chủ sở hữu căn nhà di động; trừ khi ban quản lý xác định rằng bất kỳ thông tin sau sẽ không có ích cho một khu nhà đặc biệt.

(a) Đặc điểm Cư dân và Nhà ở. Mô tả các đặc điểm sau đây:

(1) Nhà ở. Ngày sản xuất, loại, chiều rộng, kích thước, số lượng phòng ngủ của mỗi căn nhà di động hoặc nhà ở khác, và bất kỳ sự cải thiện khả năng tiếp cận, chẳng hạn như đường cho xe lăn, thang máy, và các thanh vịn, được liệt kê theo số khu vực;

(2) Các cư dân. Số người cư ngụ trong mỗi nhà, loại hộ gia đình (cao niên, tàn tật, thu nhập thấp, cá nhân, gia đình có con nhỏ, hoặc khác), và loại cư trú (chủ sở hữu nhà di động, thuê nhà, hoặc khác); và

(3) Điều kiện. Xác định những người có quyền hỗ trợ di chuyển mỗi mục 19.72.080 (Hỗ trợ tái định cư).

(b) Bảo mật Thông tin của Cư dân. Một danh sách có thông tin sẽ được đệ trình riêng rẽ với các CIR. Bởi vì trong những nội dung bảo mật của danh sách này, ban quản lý phải duy trì danh sách như một hồ sơ công cộng bảo mật mà không được tiết lộ cho công chúng, ngoại trừ theo tòa án, trình tự, nghị định của tòa án có thẩm quyền ban hành theo quy định của Đạo luật Hồ sơ Công cộng California (Đạo luật Chính phủ Mục 6250 et seq.). Danh sách này sẽ bao gồm những điều sau đây:

(1) Thông tin cá nhân. Tên, địa chỉ và thông tin liên lạc của các chủ sở hữu căn nhà di động và dân cư;

(2) Chiếm ngụ. Thời hạn chiếm ngụ, hàng tháng tiền thuê nhà và cho thuê về hiện tại, và cho dù mỗi người là một chủ sở hữu nhà di động mà không sống trong khu nhà, một người thuê nhà, hoặc người sống trong nhà ở khác hơn là một nhà di động; và

(3) Di dời Cư dân. Địa chỉ mới cho những cư dân đã di dời, nếu có.

(c) Khu vực Bỏ trống ở trong Nơi Mong muốn. Một danh sách cho khu vực bỏ trống trong khu nhà trong vòng hai mươi dặm của công viên, và trong bất kỳ địa điểm khác trong tiểu bang California mong muốn của chủ sở hữu căn nhà di động. Danh sách này bao gồm tên khu nhà, địa chỉ, số chỗ trống, giá thuê, các điều khoản, chính sách và hạn chế về loại nhà di động và người cư dân chấp nhận, tiện nghi được cung cấp, và gần với các dịch vụ như giao thông công cộng, trường học, dịch vụ y tế, dịch vụ xã hội và tôn giáo, và các chợ thực phẩm.

(d) Nhà ở Tương đương. Khả năng có thể được và chi phí thuê hoặc mua nhà ở tương đương trong thành phố hoặc bất kỳ địa điểm khác mong muốn của những người dân không thể di dời đến một khu nhà có thể tương đương trong vòng hai mươi dặm.

(e) Tiềm năng Di dời của Nhà Di động. Một quyết định dựa trên những thông tin được cung cấp theo tiểu mục (a), (b) và (c) trên tổng số nhà di động có thể được di chuyển đến một khu nhà có thể tương đương trong vòng hai mươi dặm hoặc các địa điểm khác mong muốn của chủ sở hữu căn nhà di động.

(f) Kế hoạch Tái định cư. Một kế hoạch di dời chỉ rõ:

(1) Hỗ trợ Tối thiểu Di dời. Số tiền trợ cấp tối thiểu hỗ trợ di dời cho người nộp đơn đồng ý trả mỗi cư dân hội đủ điều kiện và chủ sở hữu khu nhà di động theo Mục 19.72.090 (Hỗ trợ tái định cư) và một mô tả về cách số tiền trợ cấp được xác định;

(2) Thay thế nhà ở. Các loại nhà đề nghị thay thế cho mỗi cư dân (di chuyển đến một khu nhà có thể so sánh, hoặc cho thuê, mua bán nhà khác); và

(3) Thời khóa biểu. Một thời gian biểu cho việc thực hiện di dời các nhà di động, thực hiện hỗ trợ di dời và chuyển đổi của khu nhà.

(g) Thông tin liên lạc cho Dịch vụ. Tên và thông tin liên lạc được cung cấp cho những việc sau:

(1) Chuyên di dời. Các chuyên gia di dời trong danh sách của ban quản lý với một lời giải thích của các dịch vụ có sẵn;

(2) Di chuyển Công ty. Tên, thông tin liên lạc và lệ phí lịch trình của các công ty di chuyển của các chuyên gia di dời được lựa chọn và phê duyệt của Ban quản lý, cùng với ước tính cho việc di chuyển các nhà di động, đồ nội thất và đồ dùng cá nhân; và

(3) Giám định viên. Tên, thông tin liên lạc và lệ phí thẩm định lịch trình của nhà di động có trình độ từ danh sách của ban quản lý.

(h) Các thông tin khác. Bất kỳ thông tin bổ sung cần thiết để giải quyết các nhu cầu cụ thể của người dân và các chủ sở hữu căn nhà di động có liên quan đến việc chuyển đổi công viên, theo quyết định của Ban quản lý. (Quy định 2983-12 § 5).

#### 19.72.100. Thông báo CIR và Thông tin Buổi họp.

(a) Thông báo CIR và Phân phát Ba mươi ngày trước khi Điều trần. Người nộp đơn phải cung cấp thông báo, với bằng chứng về dịch vụ, về sự sẵn có của CIR cho từng chủ sở hữu căn nhà di động và cư trú. Thông báo chỉ phải được gửi cho bất cứ người nào có tên trên hợp đồng thuê nhà. Thông báo này được cung cấp ít nhất là ba mươi ngày trước khi buổi điều trần công cộng nhà ở và dịch vụ nhân sinh trên CIR và sau khi ban quản lý chấp nhận thông báo. Thông báo phải có:

- (1) Một bản sao của CIR;
- (2) Một bản sao của chương này; và
- (3) Ngày, giờ và địa điểm của mỗi lịch trình cuộc họp và điều trần công khai trên CIR.

(b) Xác định Mười lăm ngày trước khi Điều trần. Ít nhất mười lăm ngày trước khi buổi điều trần công cộng nhà ở và dịch vụ nhân sinh trên CIR, người nộp đơn phải nộp xác minh tới ban quản lý rằng thông báo yêu cầu và văn bản đã được nhận bởi người nhận yêu cầu.

(c) Bảng thông báo họp Mười bốn ngày trước khi Điều trần. Ít nhất là mười bốn ngày trước khi buổi điều trần công cộng nhà ở và dịch vụ nhân sinh trên CIR, người nộp đơn phải nắm giữ ít nhất một thông tin cho cuộc họp cho cư dân tại khu nhà. Hội nghị sẽ thảo luận về thời điểm dự kiến di dời dân cư, hỗ trợ tái định sẵn, các nội dung của CIR, và tình trạng của bất kỳ đơn xin phát triển. Các chuyên gia di dời và người được ban quản lý chỉ định sẽ có mặt tại cuộc họp. (Quy định 2983-12 § 5).

#### 19.72.110. Thông báo cho Cư dân tương lai.

Trước khi thực hiện hợp đồng thuê nhà, chủ sở hữu khu nhà sẽ tư vấn bằng văn bản, mỗi cư dân mới có được một đơn xin phát triển cho việc chuyển đổi khu nhà đã được nộp, hoặc khu nhà đã được xác định để được trải qua chuyển đổi do giảm người thuê, và rằng các cư dân mới có thể không được hưởng bất kỳ quyền lợi cho sự hỗ trợ di dời theo Mục 19.72.080 (Hỗ trợ tái định cư). (Quy định 2983-12 § 5).

#### 19.72.120. Xin miễn nghĩa vụ hỗ trợ tái định cư.

(A) Xin Miễn. Nếu người nộp đơn tin rằng việc cung cấp hỗ trợ di chuyển cần thiết sẽ áp đặt một khó khăn tài chính không hợp lý, người nộp đơn có thể yêu cầu được miễn toàn bộ hoặc một phần nghĩa vụ hỗ trợ di chuyển theo mục này. Yêu cầu phải được đệ trình với CIR.

(B) Điều tiết lộ cho cư dân. Người nộp đơn phải thông báo cho cư dân được yêu cầu cho một sự từ bỏ nghĩa vụ hỗ trợ di chuyển bằng cách bao gồm các thông tin như trong thông báo theo yêu cầu của Mục 19.72.100 (thông báo CIR và thông tin buổi họp).

(C) Yêu cầu Thông tin. Để biện minh cho các cơ sở cho các yêu cầu của sự miễn trừ nghĩa vụ hỗ trợ di chuyển, người nộp đơn phải cung cấp các thông tin sau đây với CIR:

(1) Báo cáo tài chính. Báo cáo tiền lời, lỗ từ sinh hoạt của các khu nhà trong khoảng thời gian năm năm gần đây nhất của ngày nộp đơn hoặc yêu cầu, xác nhận qua một kế toán công chứng;

(2) Bản báo cáo về sửa chữa và cải tiến. Một báo cáo được đưa ra theo hình phạt về tội khai man bởi một tổng nhà thầu của tiểu bang được cấp phép để sửa chữa, cải tiến là cần thiết để duy trì khu nhà

trong một tình trạng tốt, an toàn và vệ sinh và tiếp tục sử dụng các tài sản như một khu nhà di động. Những báo cáo sẽ bao gồm một danh sách mục cụ thể các sửa chữa cần thiết và cải tiến, chi phí của họ, và thời gian tối thiểu thời gian họ được thực hiện. Người nộp đơn phải nộp kèm theo một báo cáo xác nhận qua một kế toán công chứng xác nhận về việc gia tăng cần thiết trong giá thuê của các khu vực nhà di động trong khu nhà trong vòng năm năm tới cần thiết phải chi trả cho việc sửa chữa hoặc cải tiến như vậy. Theo quyết định của ban quản lý, người nộp đơn có thể phải thuê một nhà thầu khác nói chung được cấp phép bởi Ban quản lý lựa chọn để phân tích các thông tin được gửi từ một tổng nhà thầu được cấp phép bởi ban quản lý lựa chọn;

(3) Dự kiến chi phí di dời. Các ước tính tổng chi phí hỗ trợ di chuyển dựa trên các yêu cầu của Mục 19.72.080 (Hỗ trợ tái định cư) và được xác định bởi các chuyên gia di dời;

(4) Thẩm định giá trị ước tính. Một so sánh của một giám định viên từ danh sách ban quản lý của các giá trị ước tính của tài sản nếu tiếp tục như một khu nhà di động, và nếu công viên được xây dựng theo sự tái phát triển đề xuất của khu nhà; và

(5) Các thông tin khác. Các thông tin khác người nộp đơn tin có liên quan, hoặc có thể được yêu cầu của ban quản lý. (Quy định 2983-12 § 5).

#### 19.72.130. Những phán quyết và ra quyết định.

(a) CIR Phê duyệt Bắt buộc Trước khi Đơn xin Phê duyệt Phát triển. Thành phố này sẽ không có bất kỳ hành động trên một đơn xin phát triển cho đến khi Hội đồng thành phố đã phê duyệt CIR. Điều trần công khai trên bất kỳ đơn xin phát triển cho trang mạng của khu nhà sẽ không được tổ chức kết hợp với, hoặc vào buổi tối cùng vào thời điểm điều trần công khai của CIR.

(b) Xét duyệt Yêu cầu Xin miễn. Các yêu cầu cho một sự từ bỏ nghĩa vụ hỗ trợ di chuyển phải được xem xét đồng thời với CIR. Sau khi nhận được một đề nghị từ ủy ban nhà ở và dịch vụ xã hội, Hội đồng thành phố có thể cấp hoặc từ chối các yêu cầu từ bỏ nếu các giấy tờ cần thiết chứng minh rằng việc cung cấp hỗ trợ di chuyển cần thiết sẽ áp đặt một khó khăn tài chính không hợp lý.

(c) Các Phán quyết và Quyết định của CIR. Sau một buổi điều trần công cộng, ủy ban nhà ở và dịch vụ nhân sinh sẽ làm cho một đề nghị lên hội đồng thành phố phê duyệt hoặc có điều kiện phê duyệt CIR dựa trên những phát hiện được yêu cầu. Sau khi nhận được một đề nghị từ ủy ban nhà ở và dịch vụ nhân sinh và nắm giữ ít nhất một buổi điều trần công khai, hội đồng thành phố có thể chấp thuận hoặc có điều kiện chấp thuận một CIR dựa trên những phát hiện yêu cầu:

(1) Chuẩn bị, nhận thấy, và phân phối các CIR đã được thực hiện phù hợp với chương này; và

(2) Các CIR bao gồm thông tin và các tùy chọn thích hợp, và có các biện pháp thích hợp để giải quyết các tác động xã hội và kinh tế bất lợi về cư dân di dời và các chủ sở hữu căn nhà di động của một chuyển đổi khu nhà di động. (Quy định 2983-12 § 5).

#### 19.72.140. Nghĩa vụ sau khi phê duyệt CIR.

(a) Trách nhiệm người nộp đơn. Người nộp đơn có trách nhiệm xác minh rằng các hành động cần thiết trong phần này đã được thực hiện sau khi CIR phê duyệt. Hội đồng thành phố có thể cho phép sửa đổi hợp lý với thời hạn quy định.

(b) Lựa chọn hỗ trợ tái định cư trong vòng một trăm hai mươi ngày. Trong vòng một trăm hai mươi ngày kể từ ngày CIR phê duyệt, dân cư hội đủ điều kiện và các chủ sở hữu căn nhà di động sẽ chọn kiểu



hỗ trợ di chuyển có sẵn trên các CIR và xác nhận lựa chọn với các chuyên gia di dời. Nếu một lựa chọn không được đệ trình, các chuyên gia di dời có thể quyết định hỗ trợ di chuyển thích hợp dựa trên CIR.

(c) Đánh giá toàn bộ và có được ước tính trong vòng một trăm tám mươi ngày. Trong thời hạn một trăm tám mươi ngày của CIR phê duyệt, bất kỳ việc đánh giá nhà di động sẽ được hoàn thành và bất kỳ dự án di dời nhà di động được thu được. Nếu bất kỳ của những hành động này không được hoàn thành trong khoảng thời gian cần thiết do bất kỳ hành động trên một phần của người nộp đơn, thông báo về việc chấm dứt hợp đồng thuê nhà yêu cầu trong tiểu mục (d) được kéo dài thêm chín mươi ngày đối với các chủ sở hữu căn nhà di động bị ảnh hưởng.

(d) Chấm dứt Thuê Nhà Trăm tám mươi ngày trở lên. Người nộp đơn phải cung cấp cho cư dân và các chủ sở hữu căn nhà di động ít nhất bằng văn bản thông báo một trăm tám mươi ngày về chấm dứt hợp đồng thuê nhà từ chính đơn xin phát triển, hoặc chính CIR cho đóng cửa khu nhà.

(e) Thanh toán Ba mươi Năm ngày trước khi Chấm dứt thuê nhà. Người nộp đơn phải nộp tất cả các hỗ trợ di chuyển tiền tệ cần thiết để người dân đủ điều kiện và các chủ sở hữu căn nhà di động ít nhất là ba mươi lăm ngày trước khi chấm dứt hợp đồng thuê nhà. Trong trường hợp một chủ sở hữu nhà di động đã chọn tham gia để bán nhà di động, các chủ sở hữu căn nhà di động phải nộp thêm bất cứ giấy tờ cần thiết để chuyển toàn bộ danh hiệu và quyền sở hữu của các nhà di động cho người nộp đơn, miễn phí và rõ ràng về bảo đảm tất cả quyền lợi, thế chấp, hoặc những trở ngại khác, với điều kiện hỗ trợ di chuyển trả cho chủ sở hữu căn nhà di động là đủ để loại bỏ bất kỳ quyền giữ thế chấp hiện tại.

(f) Xác định Trước khi đóng cửa hoặc Cấp Giấy phép xây dựng. Ít nhất là ba mươi lăm ngày trước khi kết thúc các cư dân cuối cùng của hợp đồng thuê nhà, người nộp đơn phải nộp một báo cáo được đưa ra theo hình phạt về tội khai man rằng yêu cầu thanh toán hỗ trợ di dời đã được trả tiền để người dân đủ điều kiện và các chủ sở hữu căn nhà di động. Những báo cáo quy định cụ thể từng người dân đủ điều kiện và chủ sở hữu nhà di động, số tiền thanh toán, thời điểm thanh toán, và các loại hình hỗ trợ di chuyển của người cư trú hoặc chủ sở hữu căn nhà di động được chọn. Người nộp đơn được khuyến khích nộp biên lai thanh toán như xác minh thêm. Việc xác nhận này sẽ được đệ trình trước khu nhà có thể bị đóng cửa hoặc trước bất kỳ giấy phép xây dựng liên quan đến một đơn xin phát triển đã được phê duyệt có thể được ban hành. (Quy định 2983-12 § 5).

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Để đọc dưới dạng điện thoại di động

# **APPENDIX 6**

## **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 & Property Management:** 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 over about a 5-year period (2009 – 2014), during the course of that assignment, I supervised extensive repairs as they were prepared for resale.

**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:**

1/16 – Present. **Chief Executive Officer. Lifeline Real Estate, 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.

1/11-1/16. **Chief Executive Officer. Beccaria & Weber, Inc.**, 830-F Bay Ave., Capitola, CA 95010.

**Duties Included:** 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 – APPRAISAL AFFILIATIONS****NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS<sup>1</sup>:**

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 organized in excess of 40 appraisal seminars for the Central CA Coast Chapter.

**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.*

**AMERICAN SOCIETY OF APPRAISERS<sup>2</sup>:**

I earned the ASA designation (Accredited Senior Appraiser) in the American Society of Appraisers having met their criteria for advancement on March 26<sup>th</sup>, 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**

**ROYAL INSTITUTION OF CHARTERED SURVEYORS<sup>3</sup>:**

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.

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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 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.

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

**QUALIFICATIONS CONTINUED-AFFILIATIONS****NATIONAL ASSOCIATION OF REALTORS<sup>4</sup>:**

**“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 SCAOR.

*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.*

*“PMC” Received the Property Management Certification from CAR in April of 2016.*

*Founding Member of the National Association of Realtors Appraisal Section.*

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

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

**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.

**California Association of Realtors “Property Management Certification” Courses Completed:**

4/5/16.	4 Hours.	PMC 1 – Residential Property Management for the Real Estate License.
4/11/16.	4 Hours.	PMC 2 – Professional Property Management, Single Family Homes, and 2-4 Unit Residences.
4/5/16.	4 Hours.	PMC 3 - Larger Apartment Buildings and Commercial Properties.
4/5/16.	4 Hours.	PMC 4 – Trust Funds, Fair Housing , and Legal Aspects of Property Management.
4/5/16.	4 Hours.	PMC 5 – Working with Investors.

<sup>4</sup> The National Association of Realtors is an Affiliate Sponsor of the Appraisal Foundation.

**QUALIFICATIONS CONTINUED-NAIFA COURSES COMPLETED**

I have taken the following courses through the National Association of Independent Fee Appraisers<sup>5</sup> as live classroom courses.

<b>COURSE</b>	<b>PROVIDER</b>	<b>DATE</b>	<b>HOURS</b>
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.

**Other Education:**

12/9/78. Real Estate Broker License Course.	Anthony Schools of San Francisco.	Certificate of Completion.
3/14/84. Financial Management of the Closely Held Business.	First Interstate Bank of California.	Certificate of Completion.
9/4/07. Course 111 – Investment Property Analysis.	National Association of Realtors.	Professional Realty Institute.

<sup>5</sup> 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**

Complex Residential Appraisal.	Allied Schools.	8/10/15.	14 Hours.
Case Studies in Complex Appraisal.	Allied Schools.	8/12/15.	7 Hours.
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.
National USPAP Update Course 2016-2017.	Appraisal Training.	1/14/16.	7 Hours.
National USPAP Update Course 2014-2015.	McKissock.	11/20/13.	7 Hours.
Appraising Manufactured Homes.	McKissock.	10/5/15.	7 Hours.
The New FHA Handbook 4000.1.	McKissock.	3/30/16.	7 Hours.
36 <sup>th</sup> Annual Monterey Bay Appraisal Seminar.	MBAS.	5/11/96.	8 hours.
46 <sup>th</sup> 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.
California Appraisal Laws and Regulations.	Kaplan.	7/8/14.	4 Hours.
Green Home Expertise for Real Estate Professionals	Debra Little, Instructor.	3/16/16.	7 Hours.

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

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

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

Spring 1977.	RE50	Real Estate Principles.	Foothill College.
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.
1974-1975.	ECON 001.	Principles of Economics.	Santa Clara University.
1974-1975.	ECON 002.	Principles of Economics.	Santa Clara University.
1976-1977.	ECON 114.	Microeconomics 1.	Santa Clara University.
1975-1976.	FIN 121.	Financial Management.	Santa Clara University.
1976-1977.	FIN 124.	Investments.	Santa Clara University.
1975-1976.	FIN 125.	Financial Policy.	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.
1976-1976.	MKTG 181.	Principles of Marketing.	Santa Clara University.
1974-1975.	QNTV 040.	Statistics.	Santa Clara University.
1975-1976.	QNTV 100.	Quantitative Methods.	Santa Clara University.



# **APPENDIX 7**

# BLUE BONNET SIGN-IN

## Meeting: February 17, 2016

ATTACHMENT 2

[illegible]

# APPENDIX 8

**AGENDA**  
**Informational Meetings Regarding**  
**The Closure of Blue Bonnet Mobilehome Park**

**Wednesday, February 17, 2016 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. David Richman, Autotemp**
- II. Welcome from City of Sunnyvale and overview of City of Sunnyvale's involvement in closure process.  
Suzanne Ise**
- III. Overview of Sunnyvale Ordinance concerning closure of a Mobilehome Park  
Margaret Nanda**
  - 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**
- V. Questions?**

**Speakers:**

Suzanne Ise, *City of Sunnyvale Housing Officer*

Margaret E. Nanda, *Attorney at Law*

David Richman, *Housing Relocation Specialist*, Autotemp

**PLEASE MAKE SURE THAT YOU HAVE SIGNED IN ON  
ONE OF THE SIGN IN SHEETS AND INCLUDED YOUR  
CONTACT INFORMATION – PHONE NUMBER AND EMAIL  
ADDRESS**

**Contact Information for Applicant and Speakers:**

<b>APPLICANT/DEVELOPER:</b> <b>East Dunne Investors</b> <b>Josh Vrotsos</b> <b>385 Woodview Ave.</b> <b>Morgan Hill, CA 95032</b> <b>Phone: 408.762-7108</b> <b>Fax: 408.779-3840</b> <b>Email: <a href="mailto:jvrotsos@dividendhomes.com">jvrotsos@dividendhomes.com</a></b>	<b>Margaret Ecker Nanda</b> <b>Attorney at Law</b> <b>Hopkins &amp; Carley, A</b> <b>Law Corporation</b> <b>70 S. First Street</b> <b>San Jose, CA 95113</b> <b>Phone: 408.299-1327</b> <b>Fax: 408.998.4790</b> <b><a href="mailto:mnanda@hopkinscarley.com">mnanda@hopkinscarley.com</a></b>	<b>Housing Relocation Specialist</b> <b>Autotemp</b> <b>Debbie Martinez– bilingual in</b> <b>English and Spanish</b> <b>Phone: 888.202.9195</b> <b>Ext 2</b> <b>Email: <a href="mailto:debbie@autotempservice.com">debbie@autotempservice.com</a></b>
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<b><u>CITY OF SUNNYVALE</u></b>	
<b>Suzanne Ise</b> <b><i>Housing Officer</i></b> <b>Community Development</b> <b>Department</b> <b>City of Sunnyvale</b> <b>456 W. Olive Avenue</b> <b>Sunnyvale, CA 94086</b> <b>Phone: 408.730.7250</b> <b>Email: <a href="mailto:sise@sunnyvale.ca.gov">sise@sunnyvale.ca.gov</a></b>	<b>Ernie Defrenchi</b> <b><i>Affordable Housing Officer</i></b> <b>Community Development</b> <b>Department</b> <b>City of Sunnyvale</b> <b>456 W. Olive</b> <b>Sunnyvale, CA 94086</b> <b>Phone 408.730.7250</b> <b>Email: <a href="mailto:edefrenchi@sunnyvale.ca.gov">edefrenchi@sunnyvale.ca.gov</a></b>

**I. OVERVIEW OF CLOSURE OF BLUE BONNET**  
**MOBILEHOME PARK**

1. Sue Chuang will continue to operate the Park as a mobilehome park until it closes. East Dunne Investors is buying the property from the Park Owner and they will be filing an application to convert the Park with the City of Sunnyvale. East Dunne Investors will be the party who will pay the Relocation Assistance to you as set forth below. East Dunne Investors will be referred to here as the Developer or the Applicant.

2. There are 2 separate sets of laws that govern the closure of Blue Bonnet Mobilehome Park and the applicant 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 in English or Spanish.

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.**

3. 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.” Blue Bonnet Mobilehome Park is undergoing a “change of use”.

4. Definition of Residents: The Sunnyvale Conversion Ordinance defines two categories of persons who live at Blue Bonnet.

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.”

If you live in the Park you are either a **homeowner because you own your home and rent the space from the park** or you are a **tenant/renter, PROVIDED THAT YOU RENT YOUR HOME FROM THE PARK AND HAVE A WRITTEN RENTAL AGREEMENT WITH THE PARK**. If you are renting your home from someone other than the Park Owner you are not a renter and will not be entitled to relocation assistance under the terms of the Ordinance.

4. Park Conversion – Under the Sunnyvale Conversion Ordinance, you will receive a written Notice of Intention to Convert from the Developer/Applicant. The Developer must file that 90 days before they file their plan with the city to build something else on the park property, also known as a development application. (Section 19.72.040)

5. 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

6. 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 AT “BLUE BONNET”**

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 \$850 per month and you move to another mobilehome park, and the base rent (excluding utilities) is \$1000.00 per month, the rent subsidy is \$150 per month.

New monthly rent at another mobilehome park: \$1,000  
 Space rent at "Blue Bonnet at the time you vacate the park: \$850  
 Difference = \$150 per month

If you move to a 1 bedroom apartment in Sunnyvale which rents for \$1,800 per month, the rent subsidy is \$950.00 per month.

New monthly rent for a 1 bedroom apartment in Sunnyvale: \$1,800  
 Space rent at "Blue Bonnet at the time you vacate the park: \$850  
 Difference = \$950 per month

**If you qualify for a rent subsidy it may be paid for a period of up to 24 months.**

In the example of another mobilehome space above that would be:  
 24 months x \$150 = \$3,600.00.

In the example of the rental of a 1 bedroom apartment renting for \$1,800 a month it would be:  
 24 months x \$950 = \$22,800.00

**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 Community 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:             \$50,000  
                   Tenant’s appraisal:         \$65,000  
                   **Average of both appraisals is \$ 57,500**

Important: The appraiser will be instructed to ignore lack of maintenance, deferred maintenance or the deterioration at Blue Bonnet Mobilehome Park 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 “Blue Bonnet 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 “Blue Bonnet, 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, paragraph 1-3**

**Rent Subsidy – See Section II, paragraph 3**

**Right of First Refusal – See Section II, paragraph 7**

### **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 following your receipt of the Notice of Intention to Convert.

- 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 postmark date of the notice of intention to convert.
- The time limits for negotiation may be *shortened or extended* 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)

1. You will receive a copy of the CIR, your appraisal and a letter outlining the relocation assistance which will be paid to you if the CIR is approved. You will be invited to 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.
2. The Sunnyvale Housing and Human Service will hold a public hearing within thirty (30) days of the residents receiving the completed CIR. 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. (Section 19.72.130, subsection (c))
3. The final approval of the CIR will be by the City Council which 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 expiration termination of the 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.

**Note further:** The Conversion Ordinance provides that, “The applicant any person eligible for relocation assistance may agree to other mutually satisfactory relocation assistance.” See Section 19.72.080 (a). What this means is that if you prefer a lump sum payment rather than a periodic rental subsidy or going through the appraisal process and other requirements for collecting the mitigation assistance, you can negotiate directly with the park owner and reach your own agreement for payment of the mitigation assistance.

#### **IV. CURRENTLY ESTIMATED TIMELINE FOR THE CLOSURE PROCESS**

##### **February 2016**

The Notice of Intention to Convert sent by the City of Sunnyvale to the Blue Bonnet residents was postmarked February 10, 2016. On February 10, 2016 each resident received a letter from the Park Owner, Sue Chuang, announcing her decision to close the park and sell it to East Dunne Investors. Sue Chuang’s letter also invited the park residents to attend an informational meeting about the closure to be held on February 17, 2016. Debbie Martinez, on behalf of Autotemp, the designated Housing Relocation Specialist will contact each household to conduct an initial interview beginning in February 2016. The interviews will be held in your home. 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 2016**

Debbie Martinez will continue interviewing all households in the Park.

##### **May 2016**

On May 11, 2016 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.

If no resident organization has been formed, all mobile homes which are owned by a tenant of the park will start to 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.

May 12, 2016 through August 11, 2016

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. Also during this period the Housing Relocation Specialist and other applicant representatives will continue to gather the information required to be included in the CIR. At the time the negotiations between the park owner and the resident organization conclude, if the park has not been sold to the residents, then all mobile homes which are owned by a tenant of the park will start to be appraised by an appraiser approved by the city.

August 2016

On **or before** August 11, 2016, if no resident organization has been formed, or if negotiations between the park owner and designated resident organization were not 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. For each resident who owns their mobilehome, they will receive a copy of the appraisal of their home, as well as a statement of relocation benefits prepared by the Housing Relocation Specialist.

September 2016

The Housing and Human Services Commission will hold a public hearing to recommend to the City Council to approve or conditionally approve the CIR.

October or November 2016

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.

November 2016 through June 2017

All residents will meet with Debbie Martinez, and/or other consultants with Autotemp, the Housing Relocation Specialists to determine where they will relocate. Mobilehome 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 Blue Bonnet Mobilehome Park.

July 2017

Blue Bonnet Mobilehome Park will close and all residents must have vacated the property.

**AGENDA**  
**Reuniones informativas sobre el cierre**  
**del parque de casas móviles Blue Bonnet**

**Miércoles, 17 de febrero de 2016 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. David Richman, Autotemp**
- 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. Suzanne Ise**
- III. Visión general de la Ordenanza de Sunnyvale en relación con el cierre de un parque de casas móviles. Margaret Nanda**
  - 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 ofrecida por David Richman, Dueño de Autotemp.**
  - b. Entrevistas iniciales con dueños de casas móviles**
- V. ¿Preguntas?**

**Presentadores:**

Suzanne Ise, *Oficial de Vivienda de la Ciudad de Sunnyvale*

Margaret Ecker Nanda, *Abogada*

David Richman, *Especialista de Reubicación de Vivienda*

**POR FAVOR ASEGÚRESE DE HABER FIRMADO LA HOJA DE REGISTRO E INCLUIDO SU INFORMACIÓN DE CONTACTO - NÚMERO DE TELÉFONO Y CORREO ELECTRÓNICO**

**Información de contacto de los presentadores:**

<b>SOLICITANTE/PROMOTOR:</b> <b>East Dunne Investors</b> <b>Josh Vrotsos</b> <b>385 Woodview Ave.</b> <b>Morgan Hill, CA 95032</b> <b>Teléfono: 408.762-7108</b> <b>Fax: 408.779-3840</b> <b>Correo electrónico:</b> <b>jvrotsos@dividendhomes.com</b>	<b>Margaret Ecker Nanda</b> <b>Abogada</b> <b>Hopkins &amp; Carley, A Law Corporation</b> <b>70 S. First Street</b> <b>San Jose, CA 95113</b> <b>Teléfono: 408.299-1327</b> <b>Fax: 408.998.4790</b> <b>Correo electrónico:</b> <b>mnanda@hopkinscarley.com</b>	<b>Autotemp – Especialista de Reubicación de Vivienda</b> <b>Debbie Martinez – bilingüe en inglés y español</b> <b>Teléfono: 888.202.9195</b> <b>Ext 2</b> <b>Correo electrónico:</b> <b>debbie@autotempservices.com</b>
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<b><u>CIUDAD DE SUNNYVALE</u></b> <b>Suzanne Ise</b> <b><i>Oficial de Vivienda</i></b> <b>Departamento de</b> <b>Desarrollo Comunitario</b> <b>Ciudad de Sunnyvale</b> <b>456 W. Olive Avenue</b> <b>Sunnyvale, CA 94086</b> <b>Teléfono: 08.730.7250</b> <b>Correo electrónico:</b> <b><a href="mailto:sise@sunnyvale.ca.gov">sise@sunnyvale.ca.gov</a></b>	<b>Ernie Defrenchi</b> <b><i>Oficial de Vivienda Asequible</i></b> <b>Departamento de</b> <b>Desarrollo Comunitario</b> <b>Ciudad de Sunnyvale</b> <b>456 W. Olive</b> <b>Sunnyvale, CA 94086</b> <b>Teléfono 408.730.7250</b> <b>Correo electrónico:</b> <b><a href="mailto:edefrenchi@sunnyvale.ca.gov">edefrenchi@sunnyvale.ca.gov</a></b>
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**I. VISIÓN GENERAL DEL CIERRE DEL**  
**PARQUE DE CASAS MÓVILES BLUE BONNET**

1. Sue Chuang continuará operando el parque como un parque de casas móviles hasta que se cierre. East Dunne Investors está comprándole la propiedad al Propietario del parque y ellos van a presentar una solicitud para convertir el parque con la ciudad de Sunnyvale. East Dunne Investors será la parte que le va a pagar la asistencia para su reubicación como se indica a continuación. East Dunne Investors se denominará aquí como el promotor o solicitante.

2. Hay dos conjuntos de leyes separadas que regulan el cierre del parque de casas móviles Blue Bonnet 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 en inglés o español.

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.**

3. 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". El parque de casas móviles Blue Bonnet cerrará, lo cual constituye un "cambio de uso".

4. Definición de Residentes: La Ordenanza de Conversión de Sunnyvale define dos categorías de personas que viven en Blue Bonnet.

- 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".

Si usted vive en el Parque es o un **dueño de una casa, ya que es dueño de su casa y alquila el espacio del parque o usted es un inquilino / arrendatario, SIEMPRE QUE USTED ALQUILE SU CASA DEL PARQUE Y TENGA UN ACUERDO DE ALQUILER POR ESCRITO CON EL PARQUE**. Si usted alquila su casa de alguien que no sea el propietario del parque no es un inquilino y no tendrá derecho a la asistencia para la reubicación según los términos de la Ordenanza.

4. Conversión del Parque - En virtud de la Ordenanza de Conversión Sunnyvale, el Promotor / Solicitante le enviará un aviso por escrito de la Determinación de Conversión. El solicitante debe presentarlo antes de 90 días de que presente su plan con la ciudad para construir algo más en la propiedad del parque, también conocido como una aplicación de desarrollo. (Sección 19.72.040)

5. 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.

6. ¿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 EN BLUE BONNET**

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:	\$1,000
Alquiler de espacio en Blue Bonnet cuando desaloje el parque:	<u>\$850</u>	
	Diferencia =	\$150 mensuales

Si se muda a un apartamento de 1 dormitorio en Sunnyvale, que se alquila por \$ 1,800 al mes, la subvención de alquiler es de \$ 950.00 por mes.

Nuevo alquiler mensual de un apartamento de 1 dormitorio en Sunnyvale:	\$ 1800
Alquiler de espacio en el "Blue Bonnet" en el momento de desalojar el parque:	<u>\$ 850</u>
	Diferencia = \$ 950 por mes

**Si califica para un subsidio de alquiler, puede recibirlo por un período de hasta 24 meses.**

En el ejemplo de otro espacio de casas móviles por encima de eso sería:  
 24 meses x \$ 150 = \$ 3,600.00.

En el ejemplo del alquiler de un apartamento de 1 dormitorio que se alquila por \$ 1,800 al mes sería:

$$24 \text{ meses} \times \$ 950 = \$ 22,800.00$$

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

O

**Discapacitado** – según se define en la Sección 19.72.020, subsección (d) de la Ordenanza

O

**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.

O

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: \$50,000  
 Tasación del Arrendatario: \$65,000  
**El promedio de ambas tasaciones es de \$57,500**

Importante: Se le pedirá al tasador que ignore la falta de mantenimiento, mantenimiento diferido o deterioro del parque de casas móviles Blue Bonnet, 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 Blue Bonnet. 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 Blue Bonnet, 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, párrafos 1-3**

**Subsidio de renta- Véase Sección II, párrafo 3**

**Derecho preferente - Véase Sección II, párrafo 7**

## **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) siguientes a la recepción del Aviso de Determinación de Conversión.
- El aviso 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 del aviso 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 sello postal de la emisión del aviso de determinación de conversión.
- Se podrán *acortar o extender* las fechas límite de negociación si la organización designada de residentes y el dueño del parque consienten.

Véase Sección 19.72.045

**¿Qué sucede cuando se prepara un informe CIR?** (Véase Sección 19.72.100).

1. Usted recibirá una copia del informe del CIR, su carta de valoración y una carta y una carta que resume la asistencia para la reubicación que se le pagará si se aprueba el CIR. Se le invitará a 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.

2. La comisión de vivienda y servicios humanos de Sunnyvale celebrará una audiencia pública dentro del plazo de treinta (30) días a partir de la fecha en que los residentes

recibieron el informe CIR completado. 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. (Sección 19.72.130, subsección(c))

3. El Consejo de la Ciudad será quien otorga la aprobación final del CIR que puede 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.

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 cargos*, 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:** La Ordenanza de Conversión establece que "El solicitante cualquier persona elegible para asistencia de reubicación puede acordar otra asistencia de reubicación mutuamente satisfactoria". 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 de mitigación.

#### **IV. CALENDARIO ACTUAL ESTIMADO PARA EL PROCESO DE CIERRE**

##### **Febrero 2016**

El aviso de determinación para conversión enviado por la Ciudad de Sunnyvale a los residentes de Blue Bonnet tiene sello postal del 10 de febrero de 2016. El 10 de febrero de 2016, cada uno

de los residentes recibió una carta del propietario del parque, Sue Chuang, anunciando su decisión de cerrar el parque y venderlo a East Dunne Investors. La carta de Sue Chuang también invitó a los residentes del parque a asistir a una reunión informativa sobre el cierre que se realizará el 17 de febrero de 2016. Debbie Martínez, en nombre de AutoTemp, la designada de Vivienda especialista en cambios se pondrá en contacto con cada uno de los hogares para realizar una entrevista inicial a partir de febrero de 2016. Las entrevistas se llevarán a cabo en su hogar. Se recopilará información confidencial en relación con los miembros del hogar, edad, discapacidad, nivel de ingresos y otra "información personal" como se establece en la Sección 19.72.090, inciso (b) de la Ordenanza de Conversión.

#### Marzo 2016

Debbie Martínez continuará entrevistando todos los hogares en el Parque.

#### Mayo 2016

El 11 de mayo de 2016 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.

Si no se ha formado ninguna organización de residentes, todas las casas móviles que son propiedad de un inquilino del parque comenzarán a ser evaluados por un tasador aprobado por la ciudad. El tasador programará citas con los propietarios de las casas móviles para que puedan estar presentes cuando se llevan a cabo las evaluaciones.

#### Mayo 12, 2016 hasta agosto 11, 2016

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. En el momento en que terminen las negociaciones entre el propietario del parque y la organización de residentes, si el parque no se ha vendido a los residentes, a continuación, todas las casas móviles que son propiedad de un inquilino del parque comenzarán a ser evaluados por un tasador aprobado por la ciudad.

#### Agosto 2016

El 11 de agosto de 2016 **o antes** de esta fecha, si no se ha formado una organización de los residentes, o si las negociaciones entre el dueño del parque y la organización designada de los residentes no han tenido éxito en cuanto a que los residentes compren el parque, 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. Cada residente que sea propietario de su casa móvil, recibirá una copia de la tasación de su casa, así como una declaración de beneficios de reubicación preparados por el Especialista en Cambios de Vivienda.

Septiembre 2016

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.

Octubre o noviembre 2016

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 en conformidad 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.

Noviembre 2016 a junio 2017

Todos los residentes se reunirán con Debbie Martínez 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 del parque de casas móviles Blue Bonnet.

Julio 2017

El parque de casas móviles Blue Bonnet cerrará y todos los residentes deben haber desalojado la propiedad.

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**NGHỊ TRÌNH**  
**Các Cuộc Họp Thông Tin Về Việc**  
**Đóng Cửa của Blue Bonnet Mobilehome Park**

**Thứ Tư ngày 17 tháng Hai năm 2016 từ 3 giờ chiều tới 4 giờ 30 chiều và 5 giờ**  
**tối tới 6 giờ 30 tối**

**Khách sạn The Domain**  
1085 E. El Camino Real, Sunnyvale, CA 94087

- I. Chào mừng và Giới thiệu các Diễn giả. David Richman, Autotemp
- II. Chào mừng quý vị từ thành phố Sunnyvale và cách nhìn tổng quan về việc thành phố tham gia trong quá trình đóng cửa. Suzanne Ise
- III. Tổng quan về Pháp lệnh của Sunnyvale liên quan đến việc đóng cửa của Mobilehome Park. Margaret Nanda
- a. Nghĩa vụ Pháp lý của chủ sở hữu Park để các chủ sở hữu Mobilehome và người thuê nhà tại Park.
- b. Đề nghị thời gian đóng cửa của Park
- IV. Bài thuyết trình của một Chuyên gia lo về việc tái định cư
- a. Tổng quan về Dịch vụ Tái Định cư được cung cấp bởi David Richman, chủ sở nhân của Autotemp.
- b. Khởi đầu phỏng vấn các chủ sở hữu nhà Mobilehome
- V. Câu hỏi?

**Diễn giả:**

Suzanne Ise, Nhân viên Nhà đất của Thành phố (*City of Sunnyvale Housing Officer*)

Margaret E. Nanda, Luật sư (*Attorney at Law*)

David Richman, Chuyên gia Tái Định cư (*Housing Relocation Specialist*), Autotemp

**XIN QUÝ VỊ GHI NHỚ KÝ TÊN VÀO GIẤY BIÊN BẢN BAO**  
**GỒM THÔNG TIN LIÊN LẠC CỦA QUÝ VỊ - SỐ ĐIỆN**  
**THOẠI VÀ ĐỊA CHỈ EMAIL**

**Thông Tin Liên Lạc Dành cho Người Nộp Đơn và Diễn Giả:**

<b>Người nộp đơn/Nhà đầu tư:</b> <b>East Dunne Investors</b> <b>Josh Vrotsos</b> <b>385 Woodview Ave.</b> <b>Morgan Hill, CA 95032</b> <b>Điện thoại: 408.762-7108</b> <b>Fax: 408.779-3840</b> <b>Email:</b> <b>jvrotsos@dividendhomes.com</b>	<b>Margaret Ecker Nanda</b> <b>Luật sư</b> <b>Hopkins &amp; Carley, A Law</b> <b>Corporation (Tổ hợp Luật sư)</b> <b>70 S. First Street</b> <b>San Jose, CA 95113</b> <b>Điện thoại: 408.299-1327</b> <b>Fax: 408.998.4790</b> <b>mnanda@hopkinscarley.com</b>	<b>Chuyên viên Tái định cư Nhà đất</b> <b>Autotemp</b> <b>Debbie Martinez– song ngữ tiếng</b> <b>Anh ngữ và tiếng Tây Ban Nha</b> <b>Điện thoại: 888.202.9195</b> <b>Ext 2</b> <b>Email:</b> <b>debbie@autotempservices.com</b>
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**CITY OF SUNNYVALE (THÀNH PHỐ SUNNYVALE)****Suzanne Ise****Nhân viên Nhà đất****Bộ Đầu tư Công cộng****City of Sunnyvale****456 W. Olive Avenue****Sunnyvale, CA 94086****Điện thoại: 408.730.7250****Email: [sise@sunnyvale.ca.gov](mailto:sise@sunnyvale.ca.gov)****Ernie Defrenchi****Nhân viên Nhà đất Phải chăng****Bộ Đầu tư Công cộng****City of Sunnyvale****456 W. Olive****Sunnyvale, CA 94086****Điện thoại: 408.730.7250****Email: [edefrenchi@sunnyvale.ca.gov](mailto:edefrenchi@sunnyvale.ca.gov)**

**I. TỔNG QUAN VỀ VIỆC ĐÓNG CỬA BLUE BONNET**  
**MOBILEHOME PARK**

1. Sue Chuang sẽ tiếp tục hoạt động Park như là mobilehome park cho đến khi nó đóng cửa. Nhà đầu tư East Dunne đang mua lại bất động sản này từ chủ nhân của Park và họ sẽ nộp đơn để chuyển đổi Park tới thành phố Sunnyvale. Nhà đầu tư East Dunne sẽ giúp đỡ một phần trong việc tái định cư đối với quý vị như được nêu dưới đây. Nhà đầu tư East Dunne sẽ được đề cập ở đây là như là Nhà Phát triển hoặc Người Nộp đơn.

2. Có 2 đạo luật riêng biệt của pháp luật cho việc đóng cửa của Blue Bonnet Mobilehome Park và người nộp đơn phải phù hợp với cả hai đạo luật. Các Đạo luật này được tạo ra để bảo vệ các

chủ sở hữu căn nhà mobilehome và người thuê nhà mobilehome khi Park trải qua một "thay đổi khi sử dụng".

- A. **Lộut Thành phố Sunnyvale, Tiêu đề 19. Phân vùng, Điều 5, Vấn đề Đặc biệt Nhà Đất, Chương 19.72 Chuyển đổi Mobile Home Park** – đề cập đến trong tài liệu này là "Chuyển đổi Pháp lệnh". Một bản sao đính kèm bằng tiếng Anh hoặc tiếng Tây Ban Nha.
- B. **Đạo luật Cư dân Mobilehome California, Bộ Luật Dân Sự Mục 798 et seq.; Đạo Luật Sở Hữu RV California, Bộ Luật Dân Sự Mục 799.20 et seq.; Bộ Luật Chính Phủ California Mục 65863.7 và 66427.4.**

3. Theo Luật Dân sự Mục 798.56(g), chủ nhân Park có thể chấm dứt hợp đồng thuê nhà ở Park nếu Park trải qua một "thay đổi sử dụng." Blue Bonnet mobilehome Park đang trải qua một "thay đổi sử dụng".

4. Định nghĩa của Cư dân: Pháp lệnh Chuyển đổi Sunnyvale định nghĩa hai loại dân cư sinh sống tại Blue Bonnet.

1) Đầu tiên là "chủ sở hữu căn nhà di động (mobile home)" tức là những chủ sở hữu đăng ký căn nhà di động và có quyền sử dụng một khoảng không gian của nhà di động trong Park. (Xem Mục 19.72.020, tiểu mục (h)).

2) Thứ hai là "người thuê" có nghĩa là một người sống trong một mobilehome hoặc căn nhà khác trong park dưới một hợp đồng thuê nhà thật sự hoặc thỏa thuận và những người không phải là chủ sở hữu một căn nhà di động. (Nhấn mạnh được cung cấp). (Xem Phần 19.72.010, tiểu mục (o)).

Pháp lệnh này đề cập đến cả các loại của người cư ngụ là "cư dân".

Nếu quý vị sinh sống trong Park quý vị cũng là **chủ nhà bởi vì quý vị sở hữu căn nhà và tiền thuê chỗ tại Park hay quý vị là người cho thuê nhà/người thuê nhà, CUNG CẤP QUÝ VỊ THUÊ NHÀ TỪ PARK VÀ CÓ VĂN BẢN HỢP ĐỒNG CHO THUÊ VỚI PARK**. Nếu quý vị đang thuê nhà của quý vị từ một người nào đó khác hơn so với các Chủ nhân của Park quý vị không phải là người thuê nhà và sẽ không được hỗ trợ di chuyển theo các điều khoản của Pháp lệnh.

4. Chuyển đổi Park - Theo Pháp lệnh Chuyển đổi Sunnyvale, quý vị sẽ nhận được một bản Thông báo về Ý định Chuyển đổi từ Nhà phát triển/Nộp đơn. Các nhà phát triển phải nộp 90 ngày trước khi họ nộp kế hoạch của họ với thành phố để xây dựng một cái gì đó khác về quyền sở hữu của Park, cũng được biết đến như một đơn xin phát triển. (Mục 19.72.040)

5. Pháp lệnh Chuyển đổi Sunnyvale yêu cầu "người nộp đơn" hoặc chủ sở hữu Park đệ trình với Thành phố một Bản Báo cáo Tác động Chuyển đổi (CIR). Đây là một báo cáo bằng văn bản, trong đó sẽ được trình lên Hội đồng Thành phố và họ sẽ xem xét và phê duyệt bất kỳ chuyển đổi Park. Xem Mục 19.72.050

6. Những loại thông tin gì CIR sẽ bao gồm? (Phần 19.72.090)

A. CIR sẽ bao gồm một diễn tả chi tiết của tất cả các nhà di động, một diễn tả các cư dân sinh sống trong những ngôi nhà di động (bao gồm cả tuổi tác, mức thu nhập, nếu có khuyết tật) và cũng sẽ xác định những người có quyền nhận được hỗ trợ khi di chuyển. (Mục 19.72.090, tiểu mục (a)).

B. Thông tin về các cư dân sẽ được giữ bảo mật, không được tiết lộ cho công chúng, và sẽ được duy trì bởi các Vụ trưởng Bộ Phát triển Cộng đồng. Các thông tin bảo mật sẽ bao gồm tên, địa chỉ, mức thu nhập, cho dù người đó là chủ sở hữu hoặc người thuê nhà của nhà di động, họ đã sống bao lâu tại Park, và các điều khoản của hợp đồng thuê nhà của họ với công viên, chẳng hạn như số tiền thuê nhà. (Mục 19.72.090, tiểu mục (b)). Thông tin này sẽ không có trong CIR.

C. CIR sẽ đưa ra bất kỳ danh sách nhà di động nào bỏ trống trong bán kính hai mươi (20) dặm. Hơn nữa, CIR sẽ mô tả việc có thể di dời của nhà di động, và thực hiện một xác định tổng số nhà di động có thể được di chuyển đến một Park khác có thể so sánh trong vòng hai mươi (20) dặm. (Mục 19.72.090, tiểu mục (c) và (e)).

D. CIR sẽ có thông tin liên quan đến "nhà ở tương tự", mà sẽ có chi tiết chi phí thuê hoặc mua nhà ở có thể so sánh ở Sunnyvale hoặc các địa điểm khác mà người dân mong muốn nếu họ không thể di dời đến một Park có thể so sánh trong vòng hai mươi (20) dặm. (Mục 19.72.090, tiểu mục (d)).

E. CIR phải có một **Kế hoạch Tái định cư** sẽ được thảo luận chi tiết hơn tại Mục 8 dưới đây. Kế hoạch Tái định cư phải xác định và thảo luận về hỗ trợ tái định cư, thay thế nhà ở và một thời gian biểu cho việc chuyển đổi Park. (Mục 19.72.090, tiểu mục (f) (1) đến (3)).

F. CIR phải bao gồm: thông tin liên lạc cho Chuyên gia Nhà ở Tái định cư; liên lạc với thông tin và phí lịch trình cho các công ty di chuyển; tên và lệ phí lịch trình của thẩm định viên có bằng hành nghề về nhà di động.

## **II. GIÚP ĐỠ DI DỜI CHO CHỦ NHÀ MOBILE HOME TẠI “BLUE BONNET”**

Theo luật tiểu bang (Đạo luật Chính phủ Mục 65863.7 và 66426.4) Chủ nhân Park, như là người nộp đơn, sẽ cung cấp hỗ trợ di chuyển để giảm những tác động bất lợi của việc đóng cửa các Park trên cư dân di dời và các chủ sở hữu căn nhà di động trong một cách mà không vượt quá chi phí hợp lý để di dời. Ở mức tối thiểu các chủ sở hữu căn nhà di động cư trú trong công viên theo một hợp đồng thuê bằng văn bản sẽ được cung cấp sự hỗ trợ di dời sau (Xem Mục 19.72.080, tiểu mục (a); Tầm quan trọng được cung cấp):

1. **Phụ cấp Di chuyển** di chuyển đến một Park khác hoặc di chuyển đến một nhà tương tự lên đến khoảng cách một trăm (100) dặm. Di chuyển phụ cấp bao gồm:

- (A) Các chi phí để di chuyển đồ nội thất và đồ đạc cá nhân
- (B) Tiền nhà cho tháng đầu tiên và cuối cùng tại địa điểm mới;
- (C) Tiền đặt cọc cần thiết tại địa điểm mới;

(D) Chỗ ở tạm thời, nếu có.  
Xem Mục 19.72.080; tiểu mục (d) (1).

2. Những hỗ trợ di chuyển khác có thể bao gồm cải thiện khả năng tiếp cận cho các chủ sở hữu căn nhà di động. Ví dụ thanh toán chi phí để cài đặt lại hoặc thay thế bất kỳ sự cải thiện khả năng tiếp cận thực hiện cho các nhà di động như:
  - Đường dốc cho xe lăn
  - Thang máy
  - Thanh nắm
  - Xem Mục 19.72.080, tiểu mục (d) (2) (A).
3. **Tiền trợ cấp Thuê nhà.** Tiền trợ cấp thuê nhà là sự khác biệt giữa tiền thuê nhà hiện tại của người cư trú trong Park và tiền thuê trả cao hơn số tiền thuê cho một trong hai: ở một chỗ nhà di động tại park khác, nếu nhà của quý vị được di dời; hoặc có thể so sánh cho tiền thuê nhà ở. Ví dụ, nếu tiền thuê nhà hiện tại của quý vị là \$850 mỗi tháng và quý vị di chuyển đến một mobilehome park khác, và tiền thuê nhà (không bao gồm các tiện ích) là \$1000.00 mỗi tháng, tiền trợ cấp thuê nhà là \$150 mỗi tháng.

Giá tiền nhà thuê tại khu mobilehome park mới:	\$1,000
Giá tiền cho mượn tại “Blue Bonnet” vào thời gian quý vị mượn tại park:	<u>\$850</u>
Tiền khác biệt =	\$150 mỗi tháng

Nếu quý vị di chuyển đến một căn hộ 1 phòng ngủ tại Sunnyvale mà tiền cho thuê cho \$ 1800 mỗi tháng, tiền trợ cấp thuê nhà là \$ 950.00 mỗi tháng.

Giá tiền cho mượn một căn hộ 1 phòng ngủ tại Sunnyvale:	\$1,800
Giá tiền cho mượn tại “Blue Bonnet” vào thời gian quý vị mượn tại park:	<u>\$850</u>
Tiền khác biệt =	\$950 mỗi tháng

**Nếu quý vị hội đủ điều kiện cho một trợ cấp tiền thuê nhà có thể được chi trả cho thời hạn lên đến 24 tháng.**

Trong ví dụ của một chỗ mobilehome trên đó sẽ là:  
 $24 \text{ tháng} \times \$150 = \$3,600.00.$

Trong ví dụ của việc cho thuê một căn hộ 1 phòng ngủ cho thuê là \$1,800 một tháng sẽ là:  
 $24 \text{ tháng} \times \$950 = \$ 22,800.00$

**Quý vị sẽ hội đủ điều kiện** cho các trợ cấp tiền thuê nhà, **nếu** quý vị đang ở trong một trong các loại sau:

**Chủ nhà Cao niên** –Chủ nhà, 62 tuổi trở lên

Hoặc

**Khuyết tật** – định nghĩa trong Mục 19.72.020, tiểu mục (d) của Pháp lệnh

Hoặc

**Lợi tức Thu nhập thấp** (cho toàn bộ hộ gia đình, tất cả các công ăn lương, và đó là tổng thu nhập của tất cả các công ăn lương). "Lợi tức Thu nhập thấp" theo quy định của Bộ Phát triển và Nhà Đất Cộng đồng California là một hộ gia đình có **ít hơn tám mươi phần trăm (80%) của thu nhập trung bình khu vực trong Quận Hạt Santa Clara.**

Đối với một hộ \* gia đình của 1 người là \$ 59,400

Đối với một gia đình có 2 người là \$ 67,900

Đối với một gia đình có 3 người là \$ 76,400

Đối với một gia đình có 4 người là \$ 84,900

\* Số người được dựa trên tổng số người trong gia đình như con chưa tới tuổi thành niên. Vì vậy, 2 vợ chồng và 2 đứa con sẽ là một gia đình của 4.

Hoặc

Quý vị là chủ sở hữu căn nhà di động, người bán nhà di động của quý vị cho chủ nhân Park và giá bán là không đủ để đảm bảo nhà ở tương tự so sánh trong ít nhất 24 tháng.

Xem Mục 19.72.080, tiểu mục (2) (B).

4. **Mua nhà di động với giá một trăm phần trăm (100%) của giá trị.** Nếu quý vị là chủ sở hữu căn nhà di động và nhà của quý vị không thể di dời đến một park có thể so sánh trong phạm vi 20 dặm, hội đồng thành phố có thể yêu cầu chủ sở hữu công viên để mua căn nhà di động ở một trăm phần trăm của giá trị. Xem Mục 19.72.080, tiểu mục (2) (D).
5. **Làm thế nào tính giá trị nhà của quý vị?** Chủ nhân Park sẽ thuê một giám định viên có bằng cấp từ một danh sách được cung cấp bởi Giám đốc Phát triển. Chủ nhân Park sẽ trả tiền cho việc thẩm định của các nhà di động. Nếu quý vị đồng ý với việc thẩm định, sau đó là số tiền quý vị sẽ được bồi thường. Việc thẩm định sẽ được thực hiện trong vòng 6 tháng kể từ khi chấp thuận của CIR.

Nếu quý vị không đồng ý với giá thẩm định của nhà di động thì quý vị có thể thuê một giám định viên từ cùng một danh sách được cung cấp bởi các Giám đốc Phát triển Cộng đồng. Quý vị phải có thẩm định riêng, bằng chi phí của quý vị, trong vòng 180 ngày kể từ ngày có sự chấp thuận của CIR. Nếu quý vị có được một thẩm định thứ hai, sau đó quý vị có quyền ở mức trung bình của thẩm định.

Ví dụ:	Thẩm định Park:	\$50,000
	Thẩm định Người thuê:	\$65,000
	<b>Trung bình của cả hai thẩm định</b>	<b>\$57,500</b>

**Quan trọng:** Các giám định viên sẽ được hướng dẫn để bỏ qua tiền thiếu bảo trì, bỏ qua tiền bảo trì, sự hư hỏng tại Blue Bonnet mobilehome Park có thể tác động tiêu cực đến giá trị của ngôi nhà. Xem Mục 19.72.080, tiểu mục (2) (D).

6. **Nếu quý vị chọn di chuyển nhà di động của quý vị:** Nếu quý vị có thể chuyển nhà di động của quý vị đến park khác trong vòng một trăm (100) dặm thì chủ nhân Park sẽ trả ba chỉ số thấp nhất nhận được bởi các chuyên gia di dời nhà ở để di chuyển mobilehome của quý vị. "Di chuyển" các mobilehome bao gồm:
- Chi phí tháo dỡ
  - Vận chuyển đến một nơi khác
  - Cài đặt lại
  - Thay thế hoặc tái thiết của các khối, ốp chân tường, tấm lát xiên, lớp ván, công vòm, sàn và mái hiên, giằng động đất nếu cần thiết
  - Bảo hiểm trong khi vận chuyển
  - Móc nối tiện tích
7. **Có quyền từ chối lần đầu:** Nếu quý vị có hội đủ điều kiện, quý vị sẽ có quyền từ chối đầu tiên mua hoặc thuê nhà hoặc căn hộ mới sẽ được xây dựng sau khi "Blue Bonnet" đóng cửa. Nếu lợi tức thu nhập của quý vị hội đủ điều kiện quý vị có thể được ưu tiên mua hoặc thuê bất kỳ đơn vị tỷ lệ thị trường bên dưới (BMR) có thể sẽ được xây dựng tại khu vực này. Để nhận được ưu tiên cho điều này, quý vị sẽ phải nộp một thỉnh cầu với sự phân chia nhà ở của thành phố trước khi quý vị dọn ra khỏi Park. Xem Mục 19.72.080, tiểu mục (E).

### **III. GIÚP ĐỠ TÁI ĐỊNH CƯ CHO CƯ DÂN KHÔNG PHẢI LÀ CHỦ NHÂN CỦA MOBILE HOME VÀ LÀ CƯ DÂN SỬ DỤNG MOBILE HOME THEO ĐÚNG HỢP ĐỒNG THẬT SỰ HOẶC THỎA THUẬN VỚI PARK**

Pháp lệnh Chuyển đổi định nghĩa một "người thuê nhà" có nghĩa là một người sinh sống trong một ngôi nhà di động hoặc nhà ở khác trong một Park theo hợp đồng thuê thật sự hoặc thỏa thuận và những người không phải là chủ sở hữu một căn nhà di động. Xem Mục 19.72.020, tiểu mục (o).

Nếu quý vị đang thuê một căn nhà di động ở "Blue Bonnet", hoặc là từ chủ nhân Park hoặc từ một bên khác theo các điều khoản của một hợp đồng thuê thật sự hoặc thỏa thuận (mà sẽ yêu cầu sự chấp thuận trước của chủ nhân park), sau đó quý vị có quyền được giúp đỡ di dời như chi tiết dưới đây.

**Phụ cấp Di chuyển – Xem Mục II, đoạn 1-3**

**Tiền trợ cấp Thuê nhà– Xem Mục II, đoạn 3**

**Có quyền từ chối lần đầu – See Section II, paragraph 7**

### **QUYỀN ĐỀ THƯƠNG LƯỢNG KHI MUA Ở PARK**

Theo các điều khoản của Pháp lệnh, các chủ sở hữu căn nhà di động và cư dân có thể cố gắng thương lượng để mua các khu nhà di động được cung cấp các điều kiện sau đây đã được đáp ứng:

- Một tổ chức dân cư được hình thành và thông báo bằng văn bản được trao cho các chủ sở hữu Park trong vòng chín mươi (90) ngày sau khi nhận về Thông báo Ý định Chuyển đổi của quý vị.
- Văn bản thông báo phải bao gồm một tuyên bố về lợi ích thương lượng mua của Park và tên và thông tin liên lạc cho các tổ chức dân cư được chỉ định.
- Nếu thông báo bằng văn bản được cung cấp cho chủ sở hữu Park, thì chủ sở hữu Park phải đáp ứng trong vòng mười lăm (15) ngày kể từ ngày nhận được thông báo với các tổ chức dân cư được chỉ định.
- Quyền thương lượng để mua hết hạn nếu chủ sở hữu Park và các tổ chức dân cư không đạt được thỏa thuận về các điều khoản của việc mua bán trong thời hạn một trăm tám mươi ngày (180) kể từ ngày đóng dấu bưu điện, từ ngày đóng dấu bưu điện thông báo về ý định để chuyển đổi.
- Giới hạn thời gian cho thương lượng có thể được *rút ngắn hoặc kéo dài* nếu các tổ chức dân cư và chủ nhân Park đồng ý.

Xem Mục 19.72.045

#### **Điều gì xảy ra sau khi CIR đã được chuẩn bị? (Mục 19.72.100)**

1. Quý vị sẽ nhận được một bản sao của CIR, thẩm định của quý vị và một lá thư có nêu rõ các giúp đỡ di dời sẽ được trả tiền cho quý vị nếu CIR đã chấp thuận. Quý vị sẽ được mời đến một buổi họp thông tin được tổ chức bởi các chủ nhân Park, được tổ chức ít nhất mười bốn (14) ngày trước khi buổi điều trần công cộng trước văn phòng nhà đất và văn phòng dịch vụ nhân sinh trên CIR.

2. Cơ quan Nhà đất và Dịch vụ Nhân sinh Sunnyvale sẽ tổ chức một buổi điều trần trong vòng ba mươi (30) ngày kể từ khi người dân nhận được một CIR hoàn tất. Sau buổi điều trần công cộng, Ủy ban Nhà đất và Dịch vụ Nhân sinh sẽ tạo ra một kiến nghị với Hội đồng thành phố phê duyệt hoặc có điều kiện phê duyệt CIR dựa trên những phát hiện được yêu cầu. (Mục 19.72.130, tiểu mục (c))

3. Việc chấp thuận cuối cùng của CIR sẽ do Hội đồng Thành phố mà có thể chấp thuận hoặc có điều kiện phê duyệt CIR.

#### **Sau khi chấp thuận CIR. (Mục 19.72.140)**

A. Trong vòng một trăm hai mươi ngày (120) ngày sau khi chấp thuận của CIR người dân hội đủ điều kiện và các chủ sở hữu nhà di động phải chọn loại hỗ trợ di chuyển sẵn có trên các CIR. Nếu họ không chọn trong khoảng thời gian này, các chuyên gia di dời có thể quyết định hỗ trợ di chuyển thích hợp dựa trên CIR.



B. Trong thời hạn một trăm tám mươi ngày của sự chấp thuận của CIR việc thẩm định được tiến hành bởi các thẩm định viên về chủ nhân của Park phải được hoàn tất, và bất kỳ ước tính để di chuyển bất kỳ về ngôi nhà di chuyển đến các công viên khác thì phải được thẩm định.

C. Căn cứ Bộ luật Dân sự Mục 798.56(g) chủ nhân Park sẽ chấm dứt hợp đồng thuê nhà của các chủ sở hữu căn nhà di động và cư dân và cung cấp cho họ một trăm tám mươi (180) ngày để di chuyển từ công viên, từ ngày có sự chấp thuận của CIR.

D. Các chủ sở hữu nhà di động hội đủ điều kiện và các cư dân sẽ nhận được tất cả các hỗ trợ ứng dụng tiền trợ cấp cần ít nhất là ba mươi lăm (35) ngày trước khi chấm dứt thời hạn của hợp đồng thuê nhà.

E. Nếu chủ nhân Park được mua nhà di động, sau đó chủ sở hữu nhà di động phải cung cấp cho các chủ nhân Park tất cả các giấy tờ cần thiết để chuyển quyền sở hữu nhà miễn phí và rõ ràng của tất cả các lợi tức, thế chấp hoặc trở ngại khác với điều kiện hỗ trợ di chuyển trả cho chủ sở hữu nhà di động là đủ để loại bỏ bất kỳ quyền giữ thế chấp hiện tại.

**Lưu ý thêm:** Người nộp đơn Bất kỳ cung cấp, “Người nộp đơn nào hội đủ điều kiện để hỗ trợ di chuyển có thể thỏa thuận hỗ trợ di dời thỏa đáng khác” Pháp lệnh chuyển đổi quy định rằng, Xem Mục 19.72.080 (a). Điều này có nghĩa là nếu quý vị muốn có một thanh toán một lần chứ không phải trợ cấp cho thuê định kỳ hoặc trải qua quá trình thẩm định và các yêu cầu khác để thu thập các hỗ trợ giảm nhẹ, quý vị có thể thương lượng trực tiếp với chủ nhân Park và đạt được thỏa thuận riêng của quý vị để thanh toán hỗ trợ giảm nhẹ.

#### **IV. QUÁ TRÌNH LỊCH TRÌNH HIỆN TẠI ƯỚC TÍNH CHO VIỆC ĐÓNG CỬA**

##### **Tháng Hai năm 2016**

Thông báo Ý định Chuyển đổi gửi tới thành phố Sunnyvale để các cư dân Blue Bonnet đã được đóng dấu bưu điện ngày 10 tháng Hai năm 2016. Vào ngày 10 tháng Hai năm 2016 mỗi cư dân nhận được một lá thư từ chủ nhân Park, Sue Chuang, công bố quyết định để đóng cửa và bán cho nhà đầu tư East Dunne. Lá thư của Sue Chuang mời các cư dân ở Park để tham dự một buổi họp thông tin về việc đóng cửa sẽ được tổ chức vào ngày 17 tháng Hai năm 2016. Debbie Martinez, thay mặt Autotemp, được chỉ định Chuyên gia Tái định cư Nhà đất sẽ liên lạc với từng hộ gia đình để thực hiện cuộc phỏng vấn đầu tiên bắt đầu vào tháng Hai năm 2016. Các cuộc phỏng vấn sẽ được tổ chức tại nhà của quý vị. Thông tin bảo mật sẽ được thu thập liên quan đến các thành viên hộ gia đình, lứa tuổi, khuyết tật, mức thu nhập và "thông tin cá nhân" khác theo yêu cầu theo mục 19.72.090, tiểu mục (b) của Pháp lệnh Chuyển đổi.

##### **Tháng Ba năm 2016**

Debbie Martinez sẽ tiếp tục phỏng vấn tất cả các hộ gia đình trong Park.

##### **Tháng Năm năm 2016**

Ngày 11 tháng 5 năm 2016 thời hạn cho sự hình thành của một tổ chức dân cư chỉ định đàm phán để mua Park bởi các cư dân sẽ hết hạn. Nếu quá thời hạn được đáp ứng, trong vòng 15 ngày

kể từ ngày thông báo mà một tổ chức dân cư đã được thành lập, chủ sở hữu công viên sẽ gặp gỡ với các tổ chức dân cư được chỉ định.

Nếu không có tổ chức cư dân đã được hình thành, tất cả những ngôi nhà di động mà được sở hữu bởi một người thuê nhà của Park sẽ bắt đầu được thẩm định bởi một giám định viên do thành phố chấp thuận. Các giám định viên sẽ lên lịch hẹn với các chủ sở hữu căn nhà di động để họ có thể thực hiện được khi việc thẩm định được tiến hành.

#### Ngày 12 tháng Năm năm 2016 tới ngày 11 tháng Tám năm 2016

Chủ nhân Park sẽ đàm phán với các tổ chức dân cư được trừ khi, theo thỏa thuận, chủ nhân Park và tổ chức dân cư được quyết định rằng họ không thể đạt được thỏa thuận và đàm phán thêm sẽ không được hữu hiệu. Cũng trong thời gian này Chuyên Gia Tái Định Cư và đại diện cho người nộp đơn khác sẽ tiếp tục thu thập các thông tin cần thiết để được bao gồm trong CIR. Đồng thời các cuộc đàm phán giữa các chủ nhân Park và các tổ chức dân cư kết luận, nếu Park đã không được bán cho người dân, sau đó tất cả những ngôi nhà di động mà được sở hữu bởi một người thuê nhà của Park sẽ bắt đầu được thẩm định bởi một giám định viên theo chấp thuận của thành phố.

#### Tháng Tám năm 2016

Vào **hoặc trước** ngày 11 tháng Tám năm 2016, nếu không có tổ chức công dân đã được hình thành, hoặc nếu các cuộc đàm phán giữa các chủ nhân và tổ chức dân cư đã không thành công liên quan đến cư dân mua nhà trong Park, chủ nhân Park sẽ nộp CIR của Sở Phát triển Cộng đồng Thành phố Sunnyvale. Chủ nhân Park sẽ cung cấp cho mỗi cư dân một bản sao của CIR và tất cả các giấy tờ cần thiết khác, và trong vòng 14 ngày sau khi nhận được CIR của cư dân sẽ tổ chức một buổi họp thông tin để thảo luận về các nội dung của CIR. Chủ nhân Park cũng sẽ cung cấp cho mỗi thông báo thường trú của phiên điều trần công cộng do Ủy ban Nhà đất và Dịch vụ Nhân Sinh, bao gồm ngày tháng, thời gian và địa điểm. Đối với mỗi cư dân sở hữu mobilehome của họ, họ sẽ nhận được một bản sao của các thẩm định nhà của họ, cũng như một bản thỏa thuận về phúc lợi di dời được chuẩn bị bởi các chuyên gia nhà ở tái định cư.

#### Tháng 9 năm 2016

Ủy ban Nhà đất và Dịch vụ Nhân sinh sẽ tổ chức một buổi điều trần để giới thiệu cho Hội đồng thành phố phê duyệt hoặc có điều kiện phê duyệt CIR.

#### Tháng 10 và Tháng 11 năm 2016

Hội đồng thành phố sẽ tổ chức ít nhất một buổi điều trần để phê duyệt hoặc có điều kiện phê duyệt CIR.

Sau khi phê duyệt bởi Hội đồng Thành phố, chủ nhân Park sẽ cung cấp cho từng chủ sở hữu căn nhà di động và cư dân một thông báo trước sáu tháng (6) chấm dứt hợp đồng thuê nhà theo quy định của Bộ luật Dân sự Mục 798.56 (g). Điều này sẽ cung cấp cho các chủ sở hữu nhà sáu (6) tháng để tìm nhà ở thay thế và hoặc di chuyển mobilehome hoặc dời đến nơi ở khác.

#### Tháng 11 năm 2016 thông qua Tháng 6 năm 2017

Tất cả các cư dân sẽ gặp Debbie Martinez, và/hoặc tư vấn khác với Autotemp, các Chuyên gia Tái định cư để xác định nơi họ sẽ di dời. Chủ nhân mobilehome sẽ quyết định nếu nhà của họ có thể được chuyển đến công viên khác trong phạm vi 100 dặm, hay liệu họ sẽ lựa chọn một số loại nhà khác với sự hỗ trợ di dời nêu và được phê duyệt trong CIR.

Ít nhất 35 ngày trước ngày hết hạn trong thời gian sáu tháng, tất cả các chủ sở hữu căn nhà di động và người dân sẽ được thanh toán hỗ trợ di chuyển cần thiết để cho phép họ di chuyển khỏi Blue Bonnet Mobilehome Park.

Tháng 7 năm 2017

Blue Bonnet Mobilehome Park sẽ đóng cửa và tất cả các cư dân phải dọn ra khỏi.

858\1290991.1

2/17/16

# **APPENDIX 9**

CASE # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

FUNDING SOURCE: ATTACHMENT 2

**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**

**Blue Bonnet Mobile Home Park**  
**617 E. Evelyn Ave.**  
**Sunnyvale, CA 94086**

**Appraisal Update**

At our meeting in February 2016 concerning the closure of Blue Bonnet Mobile Home Park (“the Park”), you were informed that an appraisal of your home would be conducted pursuant to the City of Sunnyvale Mobile home 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, Lifeline Real Estate, Inc. He is a qualified mobile home appraiser with extensive experience in appraising mobile homes, trailers and recreational vehicles.

**Here’s what to expect in the next few days:**

- **You will receive a letter from East Dunne Investors LLC and an appraisal questionnaire form for you to complete about your home.**
- **The questionnaire will include contact information for David Beccaria for you to call and schedule an appointment for him to inspect your home. It is very important that you schedule a mutually convenient time for Mr. Beccaria to inspect your home.**
- **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.**

If you would like him to be accompanied by someone who speaks Spanish, Chinese, or Vietnamese, please tell his office that when you call to make your appointment.

If you have any questions regarding this information, please contact your Relocation Agent, Debbie Martinez with Autotemp, at (888) 202-9195, Ext. 2.

**Thank you.**

**Blue Bonnet Mobile Home Park**  
**617 E. Evelyn Ave.**  
**Sunnyvale, CA 94086**

**Actualización de la Tasación**

En nuestra reunión de febrero, 2016 con respecto al cierre de Blue Bonnet Mobile Home Park ("del Parque"), se le informo a usted que se llevaría a cabo una tasación de su casa de acuerdo a los requisitos de La Ordenanza de Conversión de Parques de Casas Rodantes de la Ciudad de Sunnyvale.

El tasador que el Dueño del Parque ha elegido, y la Ciudad de Sunnyvale ha aprobado, es el Sr. David Beccaria de la compañía, Lifeline Real Estate, Inc. Él es un tasador de casas rodantes calificado con bastante experiencia tasando casas rodantes, remolques y vehículos de recreación.

**Esto es lo que se espera en los próximos días:**

- **Usted recibirá una carta de East Dunne Investors LLC y una forma de cuestionario de evaluación para que pueda completar acerca de su casa.**
- **El cuestionario incluirá información de contacto de David Beccaria para que usted pueda llamar y hacer una cita para que él inspeccione su casa. Es muy importante que programe una hora mutuamente conveniente para que el Sr. Beccaria inspeccione su casa.**
- **En el momento de la inspección de su casa va poder hablar con el Sr. Beccaria acerca de lo que pagó por su casa, qué mejoras, en su caso que haya realizado en su casa, y cualquier otro asunto que considere que puede influir su opinión del valor de su casa.**

Si desea que él sea acompañado por alguien que hable español, chino o vietnamita, informe a su oficina cuando llame para hacer su cita.

Si usted tiene alguna pregunta respecto a esta información, por favor contacte a su agente de reubicación, Debbie Martínez con Autotemp, al (888) 202-9195, Ext. 2.

**Gracias.**



# **APPENDIX 11**



**REALTORS, APPRAISERS, PROPERTY MANAGERS**

830 Bay Avenue, Suite F  
Capitola, CA 95010

Bus: (831) 462-1406  
Fax: (831) 462-3812

Home Page: **[www.lifelinerealestate.com](http://www.lifelinerealestate.com)**

*Serving Santa Cruz, Monterey, Santa Clara, & San Benito Counties.*

**BLUE BONNET MOBILE HOME PARK -APPRAISAL QUESTIONNAIRE**

PLEASE PRINT CLEARLY

1. When did you purchase your mobile home or manufactured home and what was the sale price?

Sale Price: \_\_\_\_\_ Date of Sale: \_\_\_\_\_

2. What year was your mobile or manufactured home built? \_\_\_\_\_

3. What is the Decal Number of your home? \_\_\_\_\_

4. What is the name of the manufacturer? \_\_\_\_\_

5. If you have a copy of the HCD registration sheet, please provide a copy of it.

6. What improvements have you made to your home since you purchased it?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Is there any other information that you would like to provide?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Please attach any other documentation that you think is important for your home's valuation (costs of repair, remodeling, escrow closing statement, etc.)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Space #

\_\_\_\_\_  
Phone Number

# **APPENDIX 12**

**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:** May 24, 2016

**TO:** Interested Parties

*Lisa Bates*

**FROM:** Lisa Bates, Deputy Director  
Division of Housing Policy Development

**SUBJECT:** State Income Limits for 2016

Attached are briefing materials and State Income Limits for 2016 that are now in effect and replace State 2015 Income Limits. Income limits reflect updated median income and household income levels for extremely low-, very low-, low-, and moderate-income households for California's 58 counties. The State's Official 2016 income limits 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.

Briefing materials explain California's 2016 income limits were updated based on: (1) changes to income limits the U.S. Department of Housing and Urban Development (HUD) released on March 28, 2016 for its Public Housing and Section 8 Housing Choice Voucher Program and (2) adjustments the Department made based on State statutory provisions and the Department's 2013 Hold Harmless (HH) Policy.

Since 2013, the Department's HH policy has held State Income Limits harmless from any decreases in household income category and median income levels that HUD, since 2010, began applying to its Section 8 Income Limits 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 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: 2016 State Income Limits and Briefing Materials

## **Overview**

California Department of Housing and Community Development (HCD), pursuant to Health & Safety Code (H&SC) Section 50093(c), must file updates to its State Income Limits with the Office of Administrative Law. HCD annually updates these income limits based on Federal Department of Housing and Urban Development (HUD) revisions to its Public Housing and Section 8 Housing Choice Voucher Program that HUD released on March 28, 2016.

HUD annually updates its Section 8 income limits to reflect changes in area and family median income levels and income levels for different size households and income categories for extremely-low, very-low, and low- income households. HCD, pursuant to statutory provisions, makes the following additional revisions:

- (1) increases a county's smaller area median income to equal California's higher non-metropolitan median income,
- (2) adjusts area median income and household income category levels to not result in any decrease for any year after 2009 pursuant to HCD's February 2013 Hold Harmless (HH) Policy. HCD's HH policy was implemented to replace HUD's HH Policy, discontinued in 2009, to not decrease income category and area median income levels below a prior year's highest level, and
- (3) determines income limits for California's moderate-income category.

Following are brief summaries of different technical methodologies used by HUD and HCD in updating income limits for different household income categories.

## **HUD Methodology**

HUD uses 40th percentile rents in 50th percentile fair market rent (FMR) areas, to calculate high housing cost areas. The purpose 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 (60%) 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 2016 Income Limits Briefing Material:

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 40<sup>th</sup> percentile rent in 50<sup>th</sup> 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.

HUD applies an increase to the four-person income limit to equal the State non-metropolitan median family income level. In addition, the four-person income limit is also increased to not be less than 95 percent of last year's very low income limit. 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 (80%) of the U.S. median family level (MFI), or the amount at which 30 percent of a four-person family's income equals 100 (100%) percent of the two-bedroom FMR (or 40<sup>th</sup> percentile rent in 50<sup>th</sup> 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 (105%) 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 income limit 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 (160%) 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/Area Median Income***

HUD references and estimates the term Median Family Income (MFI) in calculating its income limits. California law and income limits reference Area Median Income (AMI) that, pursuant to H&SC 50093(c), means the median family income of a geographic area estimated by HUD for its Section 8 Program.

HUD's calculations of Section 8 Income Limits begin with the production of MFI estimates. FY 2016 MFI estimates use 5-year survey data (American Community Survey (ACS) 2009-2013 augmented by 2013, 1-year ACS. HUD then adjusts the survey data to account for anticipated income growth by applying the Consumer Price Index (CPI) inflation forecast (from federal FY mid-2013 through April, mid-2016) that the United States Congressional Budget Office published in January 2016. HUD's determination of MFI is used to calculate very low-income limits that are then used as the basis to calculate income limits for other income categories.

***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 2016 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 2016 HUD Income Limits Transmittal Notice PDR-2016-02 issued March 28, 2016 and HUD Income Limits Briefing Material dated March 10, 2016, both of which can be found at <https://www.huduser.gov/portal/datasets/il/il16/index.html>.

**HCD Methodology**

State law (Health & Safety Code Section 50093, et. seq.) 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 counties' smaller median incomes established by HUD to equal California's non-metropolitan median income determined by HUD, (2) applying HCD's Hold Harmless (HH) Policy, in effect since 2013, to not allow decreases in area median income levels and household income category levels, and (3) determining income limit levels applicable to California's moderate-income households defined by State law as household income not exceeding 120 percent of county area median income.

***Area Median Income and Income Category Levels***

HCD, pursuant to federal and state law and its Hold Harmless (HH) Policy, adjusts median income levels determined by HUD for a metropolitan county (county included in a metropolitan statistical area) and for a non-metropolitan county (county not included in a metropolitan statistical area). HUD, pursuant to Federal law (Section 567 of the 1987 Housing and Community Development Act) and policy, requires adjusting any county's smaller median income to equal HUD's higher determined state non-metropolitan median income (\$58,900: California for 2016). Next, HCD, for all counties, applies its HH policy to ensure area median income and income limits for all household income categories do not fall below any level achieved in the prior year.

***4-person Median Income Calculation***

HUD's 4-person median income figure usually reflects the county's AMI figure. HUD sometimes makes adjustments to decrease the 4-person very-low income limit when median family income is unusually high. 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 prior year's higher level.

***Moderate-Income Levels***

The Department is responsible for establishing California's 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 the county's 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 web link <http://www.huduser.org/datasets/mtsp.html>.



## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Alameda County</b> 4-Person Area Median Income: <b>\$93,600</b>	Extremely Low	20500	23400	26350	29250	31600	33950	36730	40890
	Very Low Income	34150	39000	43900	48750	52650	56550	60450	64350
	Low Income	52650	60150	67650	75150	81200	87200	93200	99200
	<b>Median Income</b>	65500	74900	84250	<b>93600</b>	101100	108600	116050	123550
	Moderate Income	78600	89850	101050	112300	121300	130250	139250	148250
<b>Alpine County</b> 4-Person Area Median Income: <b>\$94,900</b>	Extremely Low	18150	20750	23350	25900	28440	32580	36730	40890
	Very Low Income	30250	34600	38900	43200	46700	50150	53600	57050
	Low Income	46100	52650	59250	65800	71100	76350	81600	86900
	<b>Median Income</b>	66450	75900	85400	<b>94900</b>	102500	110100	117700	125250
	Moderate Income	79750	91100	102500	113900	123000	132100	141250	150350
<b>Amador County</b> 4-Person Area Median Income: <b>\$72,300</b>	Extremely Low	15200	17400	20160	24300	28440	32580	36730	40890
	Very Low Income	25350	28950	32550	36150	39050	41950	44850	47750
	Low Income	40500	46300	52100	57850	62500	67150	71750	76400
	<b>Median Income</b>	50600	57850	65050	<b>72300</b>	78100	83850	89650	95450
	Moderate Income	60700	69400	78100	86750	93700	100650	107550	114500
<b>Butte County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Calaveras County</b> 4-Person Area Median Income: <b>\$70,200</b>	Extremely Low	14750	16850	20160	24300	28440	32580	36730	40890
	Very Low Income	24600	28100	31600	35100	37950	40750	43550	46350
	Low Income	39350	44950	50550	56150	60650	65150	69650	74150
	<b>Median Income</b>	49150	56150	63200	<b>70200</b>	75800	81450	87050	92650
	Moderate Income	58950	67400	75850	84250	91000	97750	104450	111200
<b>Colusa County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Contra Costa County</b> 4-Person Area Median Income: <b>\$93,600</b>	Extremely Low	20500	23400	26350	29250	31600	33950	36730	40890
	Very Low Income	34150	39000	43900	48750	52650	56550	60450	64350
	Low Income	52650	60150	67650	75150	81200	87200	93200	99200
	<b>Median Income</b>	65500	74900	84250	<b>93600</b>	101100	108600	116050	123550
	Moderate Income	78600	89850	101050	112300	121300	130250	139250	148250
<b>Del Norte County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>El Dorado County</b> 4-Person Area Median Income: <b>\$76,100</b>	Extremely Low	16000	18300	20600	24300	28440	32580	36730	40890
	Very Low Income	26650	30450	34250	38050	41100	44150	47200	50250
	Low Income	42650	48750	54850	60900	65800	70650	75550	80400
	<b>Median Income</b>	53250	60900	68500	<b>76100</b>	82200	88300	94350	100450
	Moderate Income	63900	73050	82150	91300	98600	105900	113200	120500
<b>Fresno County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Glenn County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Humboldt County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Imperial County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Inyo County</b> 4-Person Area Median Income: <b>\$72,000</b>	Extremely Low	15150	17300	20160	24300	28440	32580	36730	40890
	Very Low Income	25200	28800	32400	36000	38900	41800	44650	47550
	Low Income	40350	46100	51850	57600	62250	66850	71450	76050
	<b>Median Income</b>	50400	57600	64800	<b>72000</b>	77750	83500	89300	95050
	Moderate Income	60500	69100	77750	86400	93300	100200	107150	114050
<b>Kern County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Kings County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Lake County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Lassen County</b> 4-Person Area Median Income: <b>\$69,400</b>	Extremely Low	14600	16650	20160	24300	28440	32580	36730	40890
	Very Low Income	24300	27800	31250	34700	37500	40300	43050	45850
	Low Income	38850	44400	49950	55500	59950	64400	68850	73300
	<b>Median Income</b>	48600	55500	62450	<b>69400</b>	74950	80500	86050	91600
	Moderate Income	58300	66650	74950	83300	89950	96650	103300	109950
<b>Los Angeles County</b> 4-Person Area Median Income: <b>\$64,800</b>	Extremely Low	18250	20850	23450	26050	28440	32580	36730	40890
	Very Low Income	30400	34750	39100	43400	46900	50350	53850	57300
	Low Income *	48650	55600	62550	69450	75050	80600	86150	91700
	<b>Median Income</b>	45350	51850	58300	<b>64800</b>	70000	75150	80350	85550
	Moderate Income	54450	62200	70000	77750	83950	90200	96400	102650
* Low income exceeding median income is an anomaly for this county due to HUD historical adjustments to median income. Household lower income figures are derived from very-low income figures that are not adjusted by HUD for exceptions.									
<b>Madera County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Marin County</b> 4-Person Area Median Income: <b>\$107,700</b>	Extremely Low	25850	29550	33250	36900	39900	42850	45800	48750
	Very Low Income	43050	49200	55350	61500	66450	71350	76300	81200
	Low Income	68950	78800	88650	98500	106400	114300	122150	130050
	<b>Median Income</b>	75400	86150	96950	<b>107700</b>	116300	124950	133550	142150
	Moderate Income	90500	103400	116350	129250	139600	149950	160250	170600
<b>Mariposa County</b> 4-Person Area Median Income: <b>\$63,900</b>	Extremely Low	13450	16020	20160	24300	28440	32580	36730	40890
	Very Low Income	22400	25600	28800	31950	34550	37100	39650	42200
	Low Income	35800	40900	46000	51100	55200	59300	63400	67500
	<b>Median Income</b>	44750	51100	57500	<b>63900</b>	69000	74100	79250	84350
	Moderate Income	53700	61350	69050	76700	82850	88950	95100	101250
<b>Mendocino County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12800	16020	20160	24300	28440	32580	36730	40200
	Very Low Income	21350	24400	27450	30450	32900	35350	37800	40200
	Low Income	34100	39000	43850	48700	52600	56500	60400	64300
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Merced County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Modoc County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Mono County</b> 4-Person Area Median Income: <b>\$81,200</b>	Extremely Low	17050	19500	21950	24350	28440	32580	36730	40890
	Very Low Income	28450	32500	36550	40600	43850	47100	50350	53600
	Low Income	44750	51150	57550	63900	69050	74150	79250	84350
	<b>Median Income</b>	56850	64950	73100	<b>81200</b>	87700	94200	100700	107200
	Moderate Income	68200	77950	87700	97450	105250	113050	120850	128650
<b>Monterey County</b> 4-Person Area Median Income: <b>\$68,700</b>	Extremely Low	16000	18300	20600	24300	28440	32580	36730	40890
	Very Low Income	26650	30450	34250	38050	41100	44150	47200	50250
	Low Income	42650	48750	54850	60900	65800	70650	75550	80400
	<b>Median Income</b>	48100	54950	61850	<b>68700</b>	74200	79700	85200	90700
	Moderate Income	57700	65950	74200	82450	89050	95650	102250	108850
<b>Napa County</b> 4-Person Area Median Income: <b>\$86,100</b>	Extremely Low	18350	21000	23600	26200	28440	32580	36730	40890
	Very Low Income	30600	35000	39350	43700	47200	50700	54200	57700
	Low Income	48950	55950	62950	69900	75500	81100	86700	92300
	<b>Median Income</b>	60250	68900	77500	<b>86100</b>	93000	99900	106750	113650
	Moderate Income	72300	82650	92950	103300	111550	119850	128100	136350
<b>Nevada County</b> 4-Person Area Median Income: <b>\$73,500</b>	Extremely Low	16100	18400	20700	24300	28440	32580	36730	40890
	Very Low Income	26850	30700	34550	38350	41450	44500	47600	50650
	Low Income	42950	49050	55200	61300	66250	71150	76050	80950
	<b>Median Income</b>	51450	58800	66150	<b>73500</b>	79400	85250	91150	97000
	Moderate Income	61750	70550	79400	88200	95250	102300	109350	116400
<b>Orange County</b> 4-Person Area Median Income: <b>\$87,200</b>	Extremely Low	20500	23400	26350	29250	31600	33950	36730	40890
	Very Low Income	34150	39000	43900	48750	52650	56550	60450	64350
	Low Income	54600	62400	70200	78000	84250	90500	96750	103000
	<b>Median Income</b>	61050	69750	78500	<b>87200</b>	94200	101150	108150	115100
	Moderate Income	73250	83700	94200	104650	113000	121400	129750	138150
<b>Placer County</b> 4-Person Area Median Income: <b>\$76,100</b>	Extremely Low	16000	18300	20600	24300	28440	32580	36730	40890
	Very Low Income	26650	30450	34250	38050	41100	44150	47200	50250
	Low Income	42650	48750	54850	60900	65800	70650	75550	80400
	<b>Median Income</b>	53250	60900	68500	<b>76100</b>	82200	88300	94350	100450
	Moderate Income	63900	73050	82150	91300	98600	105900	113200	120500
<b>Plumas County</b> 4-Person Area Median Income: <b>\$62,000</b>	Extremely Low	13050	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	21700	24800	27900	31000	33500	36000	38450	40950
	Low Income	34750	39700	44650	49600	53600	57550	61550	65500
	<b>Median Income</b>	43400	49600	55800	<b>62000</b>	66950	71900	76900	81850
	Moderate Income	52100	59500	66950	74400	80350	86300	92250	98200

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Riverside County</b> 4-Person Area Median Income: <b>\$65,000</b>	Extremely Low	14100	16100	20160	24300	28440	32580	36730	40890
	Very Low Income	23450	26800	30150	33500	36200	38900	41550	44250
	Low Income	37550	42900	48250	53600	57900	62200	66500	70800
	<b>Median Income</b>	45500	52000	58500	<b>65000</b>	70200	75400	80600	85800
	Moderate Income	54600	62400	70200	78000	84250	90500	96700	102950
<b>Sacramento County</b> 4-Person Area Median Income: <b>\$76,100</b>	Extremely Low	16000	18300	20600	24300	28440	32580	36730	40890
	Very Low Income	26650	30450	34250	38050	41100	44150	47200	50250
	Low Income	42650	48750	54850	60900	65800	70650	75550	80400
	<b>Median Income</b>	53250	60900	68500	<b>76100</b>	82200	88300	94350	100450
	Moderate Income	63900	73050	82150	91300	98600	105900	113200	120500
<b>San Benito County</b> 4-Person Area Median Income: <b>\$81,100</b>	Extremely Low	17050	19500	21950	24350	28440	32580	36730	40890
	Very Low Income	28400	32450	36500	40550	43800	47050	50300	53550
	Low Income	45100	51550	58000	64400	69600	74750	79900	85050
	<b>Median Income</b>	56750	64900	73000	<b>81100</b>	87600	94100	100550	107050
	Moderate Income	68100	77850	87550	97300	105100	112850	120650	128450
<b>San Bernardino County</b> 4-Person Area Median Income: <b>\$65,000</b>	Extremely Low	14100	16100	20160	24300	28440	32580	36730	40890
	Very Low Income	23450	26800	30150	33500	36200	38900	41550	44250
	Low Income	37550	42900	48250	53600	57900	62200	66500	70800
	<b>Median Income</b>	45500	52000	58500	<b>65000</b>	70200	75400	80600	85800
	Moderate Income	54600	62400	70200	78000	84250	90500	96700	102950
<b>San Diego County</b> 4-Person Area Median Income: <b>\$75,900</b>	Extremely Low	17850	20400	22950	25500	28440	32580	36730	40890
	Very Low Income	29750	34000	38250	42500	45900	49300	52700	56100
	Low Income	47600	54400	61200	68000	73450	78900	84350	89800
	<b>Median Income</b>	53150	60700	68300	<b>75900</b>	81950	88050	94100	100200
	Moderate Income	63750	72900	82000	91100	98400	105700	112950	120250
<b>San Francisco County</b> 4-Person Area Median Income: <b>\$107,700</b>	Extremely Low	25850	29550	33250	36900	39900	42850	45800	48750
	Very Low Income	43050	49200	55350	61500	66450	71350	76300	81200
	Low Income	68950	78800	88650	98500	106400	114300	122150	130050
	<b>Median Income</b>	75400	86150	96950	<b>107700</b>	116300	124950	133550	142150
	Moderate Income	90500	103400	116350	129250	139600	149950	160250	170600
<b>San Joaquin County</b> 4-Person Area Median Income: <b>\$66,300</b>	Extremely Low	13950	16020	20160	24300	28440	32580	36730	39350
	Very Low Income	23250	26550	29850	33150	35850	38500	41150	43800
	Low Income	37150	42450	47750	53050	57300	61550	65800	70050
	<b>Median Income</b>	46400	53050	59650	<b>66300</b>	71600	76900	82200	87500
	Moderate Income	55700	63650	71600	79550	85900	92300	98650	105000
<b>San Luis Obispo County</b> 4-Person Area Median Income: <b>\$77,100</b>	Extremely Low	16250	18550	20850	24300	28440	32580	36730	40890
	Very Low Income	27000	30850	34700	38550	41650	44750	47850	50900
	Low Income	43200	49400	55550	61700	66650	71600	76550	81450
	<b>Median Income</b>	53950	61700	69400	<b>77100</b>	83250	89450	95600	101750
	Moderate Income	64750	74000	83250	92500	99900	107300	114700	122100

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County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>San Mateo County</b> 4-Person Area Median Income: <b>\$107,700</b>	Extremely Low	25850	29550	33250	36900	39900	42850	45800	48750
	Very Low Income	43050	49200	55350	61500	66450	71350	76300	81200
	Low Income	68950	78800	88650	98500	106400	114300	122150	130050
	<b>Median Income</b>	75400	86150	96950	<b>107700</b>	116300	124950	133550	142150
	Moderate Income	90500	103400	116350	129250	139600	149950	160250	170600
<b>Santa Barbara County</b> 4-Person Area Median Income: <b>\$77,100</b>	Extremely Low	17700	20200	22750	25250	28440	32580	36730	40890
	Very Low Income	29500	33700	37900	42100	45500	48850	52250	55600
	Low Income	47150	53900	60650	67350	72750	78150	83550	88950
	<b>Median Income</b>	53950	61700	69400	<b>77100</b>	83250	89450	95600	101750
	Moderate Income	64750	74000	83250	92500	99900	107300	114700	122100
<b>Santa Clara County</b> 4-Person Area Median Income: <b>\$107,100</b>	Extremely Low	23450	26800	30150	33500	36200	38900	41550	44250
	Very Low Income	39100	44650	50250	55800	60300	64750	69200	73700
	Low Income	59400	67900	76400	84900	91650	98450	105250	112050
	<b>Median Income</b>	74950	85700	96400	<b>107100</b>	115650	124250	132800	141350
	Moderate Income	89950	102800	115650	128500	138800	149050	159350	169600
<b>Santa Cruz County</b> 4-Person Area Median Income: <b>\$87,000</b>	Extremely Low	21200	24200	27250	30250	32700	35100	37550	40890
	Very Low Income	35300	40350	45400	50400	54450	58500	62500	66550
	Low Income	56500	64550	72600	80650	87150	93600	100050	106500
	<b>Median Income</b>	60900	69600	78300	<b>87000</b>	93950	100900	107900	114850
	Moderate Income	73100	83500	93950	104400	112750	121100	129450	137800
<b>Shasta County</b> 4-Person Area Median Income: <b>\$59,000</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29500	31900	34250	36600	38950
	Low Income	33050	37800	42500	47200	51000	54800	58550	62350
	<b>Median Income</b>	41300	47200	53100	<b>59000</b>	63700	68450	73150	77900
	Moderate Income	49550	56650	63700	70800	76450	82150	87800	93450
<b>Sierra County</b> 4-Person Area Median Income: <b>\$71,800</b>	Extremely Low	14800	16900	20160	24300	28440	32580	36730	40890
	Very Low Income	24650	28150	31650	35150	38000	40800	43600	46400
	Low Income	39400	45000	50650	56250	60750	65250	69750	74250
	<b>Median Income</b>	50250	57450	64600	<b>71800</b>	77550	83300	89050	94800
	Moderate Income	60300	68900	77550	86150	93050	99950	106850	113700
<b>Siskiyou County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Solano County</b> 4-Person Area Median Income: <b>\$82,600</b>	Extremely Low	17400	19850	22350	24800	28440	32580	36730	40890
	Very Low Income	28950	33050	37200	41300	44650	47950	51250	54550
	Low Income	45500	52000	58500	65000	70200	75400	80600	85800
	<b>Median Income</b>	57800	66100	74350	<b>82600</b>	89200	95800	102400	109050
	Moderate Income	69350	79300	89200	99100	107050	114950	122900	130800

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Sonoma County</b> 4-Person Area Median Income: <b>\$82,600</b>	Extremely Low	17400	19850	22350	24800	28440	32580	36730	40890
	Very Low Income	28950	33050	37200	41300	44650	47950	51250	54550
	Low Income	46150	52750	59350	65900	71200	76450	81750	87000
	<b>Median Income</b>	57800	66100	74350	<b>82600</b>	89200	95800	102400	109050
	Moderate Income	69350	79300	89200	99100	107050	114950	122900	130800
<b>Stanislaus County</b> 4-Person Area Median Income: <b>\$62,000</b>	Extremely Low	13050	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	21700	24800	27900	31000	33500	36000	38450	40950
	Low Income	34750	39700	44650	49600	53600	57550	61550	65500
	<b>Median Income</b>	43400	49600	55800	<b>62000</b>	66950	71900	76900	81850
	Moderate Income	52100	59500	66950	74400	80350	86300	92250	98200
<b>Sutter County</b> 4-Person Area Median Income: <b>\$59,400</b>	Extremely Low	12500	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20800	23800	26750	29700	32100	34500	36850	39250
	Low Income	33250	38000	42750	47500	51300	55100	58900	62700
	<b>Median Income</b>	41600	47500	53450	<b>59400</b>	64150	68900	73650	78400
	Moderate Income	49900	57050	64150	71300	77000	82700	88400	94100
<b>Tehama County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Trinity County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Tulare County</b> 4-Person Area Median Income: <b>\$58,900</b>	Extremely Low	12400	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20650	23600	26550	29450	31850	34200	36550	38900
	Low Income	33000	37700	42400	47100	50900	54650	58450	62200
	<b>Median Income</b>	41250	47100	53000	<b>58900</b>	63600	68300	73050	77750
	Moderate Income	49500	56550	63650	70700	76350	82000	87650	93300
<b>Tuolumne County</b> 4-Person Area Median Income: <b>\$66,700</b>	Extremely Low	13950	16020	20160	24300	28440	32580	36730	40890
	Very Low Income	23250	26600	29900	33200	35900	38550	41200	43850
	Low Income	37200	42500	47800	53100	57350	61600	65850	70100
	<b>Median Income</b>	46700	53350	60050	<b>66700</b>	72050	77350	82700	88050
	Moderate Income	56050	64050	72050	80050	86450	92850	99250	105650
<b>Ventura County</b> 4-Person Area Median Income: <b>\$89,300</b>	Extremely Low	19600	22400	25200	28000	30250	32580	36730	40890
	Very Low Income	32700	37400	42050	46700	50450	54200	57950	61650
	Low Income	52300	59800	67250	74700	80700	86700	92650	98650
	<b>Median Income</b>	62500	71450	80350	<b>89300</b>	96450	103600	110750	117900
	Moderate Income	75000	85700	96450	107150	115700	124300	132850	141450

## Section 6932. 2016 Income Limits

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
<b>Yolo County</b> 4-Person Area Median Income: <b>\$76,900</b>	Extremely Low	16150	18450	20750	24300	28440	32580	36730	40890
	Very Low Income	26950	30800	34650	38450	41550	44650	47700	50800
	Low Income	43050	49200	55350	61500	66450	71350	76300	81200
	<b>Median Income</b>	53850	61500	69200	<b>76900</b>	83050	89200	95350	101500
	Moderate Income	64600	73850	83050	92300	99700	107050	114450	121850
<b>Yuba County</b> 4-Person Area Median Income: <b>\$59,400</b>	Extremely Low	12500	16020	20160	24300	28440	32580	36550	38900
	Very Low Income	20800	23800	26750	29700	32100	34500	36850	39250
	Low Income	33250	38000	42750	47500	51300	55100	58900	62700
	<b>Median Income</b>	41600	47500	53450	<b>59400</b>	64150	68900	73650	78400
	Moderate Income	49900	57050	64150	71300	77000	82700	88400	94100

**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 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**

<b>E X A M P L E</b>	4 persons	8% PP Adj	+ 8 persons	=9 persons
Extremely Low	24,300	1944	32,100	34,050
Very Low Income	29,700	2376	39,200	41,600
Lower Income	47,500	3800	62,700	66,500
Moderate Income	71,300	5704	94,100	99,800

<u>8 person +</u>	<u>8% Adj x 2</u>	<u>=10 persons</u>
<u>32,100</u>	<u>3888</u>	<u>36,000</u>
<u>39,200</u>	<u>4752</u>	<u>43,950</u>
<u>62,700</u>	<u>7600</u>	<u>70,300</u>
<u>94,100</u>	<u>11408</u>	<u>105,500</u>

**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: 3/28/2016**

**Authority cited: Health and Safety Code (H&SC) Section 50093.**

**Reference: H&SC Sections 50079.5, 50093, 50105, and 50106.**



# **APPENDIX 13**

**AGREEMENT TO WAIVE ANY AND ALL RELOCATION ASSISTANCE RIGHTS**

BLUE BONNET MOBILE HOME PARK  
671 EAST EVELYN AVENUE  
SUNNYVALE, CA 94086

I/We have read and understood Chapter 19.72 Mobile Home Park Conversions including the following SECTION 19.72.080 of the Sunnyvale Municipal Code regarding the Relocation Assistance for Mobile Home Park conversions.

**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.* (emphasis added)

(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 100 miles. The resident is responsible for additional costs to move to a location farther than 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;

(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 and grab bars. ATTACHMENT 2

(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 24 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 24 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 3 estimates obtained by the relocation specialist from licensed mobile home movers to physically relocate the mobile home to up to a maximum distance of 100 miles. The mobile home owner is responsible for additional costs to move the mobile home to a location farther than 100 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 100% In-Place Value for Mobile Home Owners.** For any eligible mobile home owner whose home cannot be relocated to a comparable park within 20 miles or another park chosen by the mobile home owner, the city council may require the applicant to purchase the mobile home at 100% 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 180 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 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.

(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.

**I understand and indicate with my signature below that I am renting a mobilehome which is owned by Blue Bonnet Mobilehome Park and have executed a written rental agreement for rental of the mobilehome unit itself. I further acknowledge that I do not own the mobilehome unit and therefore am not entitled to relocation benefits for owners of mobilehomes. As Tenant/Tenants of a park owned mobilehome, I/we hereby agree to waive any**

and all relocation rights as set forth in the Sunnyvale Municipal Code including ATTACHMENT 2 section 19.72.080. entitled "Relocation Assistance."

Upon receipt of a Sixty Days' Notice to vacate from the park owner, I/We will vacate the property within that period and leave the premises in a safe and sanitary condition. At that time I/we will not ask for any relocation fees since all relocation fee are waived by me/us.

All other terms and conditions of the original signed lease shall remain the same.

\_\_\_\_\_  
TENANT

DATE: \_\_\_\_\_

# **APPENDIX 14**

**Lease Agreement (Fixed Term)**

This Lease is entered into between  
"Tenant(s)".

(hereinafter "Landlord") and the following individuals, jointly and severally (hereinafter collectively

1. **LEASED PREMISES:** Landlord rents to Tenant(s) the premises located at 617 S. Euclid Ave, Apartment # SP, San Mateo County, California (hereinafter "the premises") for use as a residence and for no other purpose.

2. **TERM:** This Lease shall be for a period of \_\_\_\_\_ months, commencing \_\_\_\_\_ and terminating \_\_\_\_\_. Tenant(s) understand that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Tenant(s) on said commencement date (if, for example, a former tenant of the premises who has given notice to leave cancels the notice or fails to leave by the scheduled date). If, for any reason, Landlord is unable to provide occupancy to Tenant(s) by the scheduled commencement date, Tenant(s)' remedy in this event shall be limited to termination of this agreement and Tenant(s) shall in this event be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Tenant(s) in this event other than the responsibility to promptly refund any monies paid.

3. **RENT:** Tenant(s) shall pay to Landlord, as rent for said premises, the sum of \$ \_\_\_\_\_ each month. Said sum shall be paid in full, in advance, on or before the first day of each month. If in any month the rent is paid after the fifth day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Tenant(s) with a three day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any check given by Tenant(s) is, for any reason whatsoever, returned unpaid by the bank upon which drawn, all subsequent payments for the balance of Tenant(s)' occupancy of the premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement. It is Tenant(s)' responsibility to be certain that each payment is actually received by Landlord on or before its due date - in this connection it is recommended that Tenant personally deliver the payment to the leasing office and request a receipt. Use of a rental payment drop box is for Tenant(s)' convenience - the risk of receipt of funds by Landlord when such box is used is Tenant(s)' and not Landlord's.

4. **RENTAL PRO-RATION:** Tenant(s) shall pay to Landlord, before taking occupancy of the premises, one full month's rent in addition to a security deposit (see Paragraph #5). In the event that Tenant(s) take occupancy of the premises on other than the first day of the month, Tenant(s) shall pay the sum of \$ 100 on the first day of the month next following the date Tenant(s) take occupancy as and for the pro-rated amount of rent to cover the period through the final day of the second month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as set forth in Paragraph #3 above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth in Paragraph #3 above divided by thirty with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error shall not be binding - the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-rate). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty day month shall be assumed irrespective of the actual number of days in the month for which the pro-ration is computed.

5. **SECURITY DEPOSIT:** Tenant(s) shall pay to Landlord, as security, the sum of \$ \_\_\_\_\_. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Tenant(s) interest in connection with such security. It is understood that the security deposit is applicable to all Tenant(s) jointly, and need not be accounted for until the permissible statutory period after such time as all Tenants have vacated the premises. Any refund due at such time may be made payable jointly to all Tenant(s) and it shall be the responsibility of all Tenant(s) to work out between themselves the manner of dividing said deposit. In the event that Landlord chooses to make the refund to any of the Tenant(s) individually (which need not be done until the statutory time has elapsed after all Tenants have vacated the premises), in legal contemplation the payment shall be deemed to have been made to all Tenants and Landlord shall have no liability to any Tenant(s) for failure of any other Tenant(s) to equitably divide any such refund.

6. **MOVE-IN PAYMENT:** Tenant(s) shall pay to Landlord, at the time of move-in, the sum of \$ \_\_\_\_\_. This amount is composed of the following sums: \$ \_\_\_\_\_ as the first month's rent, \$ \_\_\_\_\_ as security deposit (see Paragraph #5 above), and \$ \_\_\_\_\_ as the advance payment of rent for the period \_\_\_\_\_ through \_\_\_\_\_. Landlord may require that this entire sum be paid in the form of cashier's check or money order. If Landlord accepts a personal or other non-certified check and said check is, for any reason whatsoever, returned unpaid by the bank upon which drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three day notice to pay rent or quit for the entire amount and, if Tenant does not comply with said notice, may utilize unlawful detainer procedures to evict Tenant(s) from the premises.

7. **OCCUPANCY:** The premises shall be occupied only by the following persons:

NAME: _____	DATE OF BIRTH: _____	NAME: _____	DATE OF BIRTH: _____
NAME: _____	DATE OF BIRTH: _____	NAME: _____	DATE OF BIRTH: _____
NAME: _____	DATE OF BIRTH: _____	NAME: _____	DATE OF BIRTH: _____
NAME: _____	DATE OF BIRTH: _____	NAME: _____	DATE OF BIRTH: _____

No other persons have permission to occupy the premises unless such permission is in writing and signed by Landlord or its authorized agent. The acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Tenant(s) named above, and shall not constitute permission for the person making the payment to occupy the premises. Should any person not named above make any claim to right of possession of the premises, any such person shall be deemed the guest or invitee of the named Tenant(s) and their claim to right of possession shall be denied. Any person named above in this Paragraph #7 who is not also named above as a Tenant and/or who is not a signatory to this Lease shall be deemed to occupy the premises under the named Tenant(s) who are signatories to this agreement and shall thus be deemed the invitees of said named Tenant(s). Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the premises, and should any such individual thereafter make a claim to right of possession of the premises, that claim shall be denied on the basis that said individual is the invitee of the named Tenant(s) and does not have an independent claim to right of possession of the premises.

8. **UTILITIES:** Payment of all utilities charges shall be the responsibility of Tenant(s), with the exception of \_\_\_\_\_, which shall be paid by Landlord. With respect to the utilities charges listed above to be paid by Landlord, Tenant(s) shall not make excessive or unreasonable use of such utilities. In the event that Tenant(s) do make excessive or unreasonable use of such utilities, Landlord may bill Tenant(s) for such excessive or unreasonable use and said billings shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Tenant(s) shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. In the event Tenant(s) fail to pay any utility charges which are to be paid by Tenant(s) Landlord may, at its option, pay such charges to retain continuing utilities service. In the event that Landlord does so, any such charges may be billed to Tenant(s) by Landlord and said billings shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing.

9. **JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this agreement as Tenant(s) shall remain jointly and severally liable for all obligations arising hereunder, whether or not they remain in actual possession of the premises. The giving by any individual Tenant of a notice of termination of tenancy shall not terminate the Lease as to that Tenant unless all Tenants vacate the premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Tenant(s) of the premises, and may institute unlawful detainer proceedings against all Tenant(s) in the event that they do not restore possession of the premises to Landlord on or before the end of the notice period. Conversely Landlord may, at its sole option, in the event that one or more Tenant(s) give notice but all Tenants do not return possession of the premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Tenant(s), including the Tenant(s) giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the premises.

10. **NOTICES:** Any notice which Landlord gives to Tenant(s) shall be deemed properly served (whether or not actually received by Tenant(s)) if served in the manner prescribe in Code of Civil Procedure section 1162. If Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure section 1162, but Tenant(s) actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Tenant(s) of the premises shall be deemed valid service upon all Tenant(s) - it is not necessary to individually serve each Tenant.

11. **LATE CHARGE AND NSF CHARGE:** Landlord and Tenant(s) agree that the actual cost to Landlord when Tenant(s) fail to pay rent on time, or when Tenant(s) pay rent by a check which is subsequently dishonored by the bank, is difficult or impossible to ascertain, but the parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity cost of the late payment, etc. The parties accordingly agree that, any time the rent for any given month is paid after the fourth day of such month, Tenant(s) will in that month pay to Landlord, as additional rent due with the late payment, a late charge in the sum of \$25.00 and further agree that, in the event of a dishonored check, Tenant(s) will pay to Landlord, as additional rent due with the payment required to replace the dishonored check, a NSF fee in the sum of \$25.00. The parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month and there is no grace period for the payment of rent. A three day notice to pay rent or quit may be served at any time after the first day of the month irrespective of the existence of the late charge as set forth herein. If such notice is served on or after the fifth day of the month, it may include the late charge (or NSF charge, if applicable) which charges, as set forth above, are payable as additional rent.

Late fee \$ 25

4. ACCESS TO PREMISES: The parties agree that the provisions of California Civil Code section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease) govern the rights and duties relating to Landlord's access to the leased premises. Tenant(s) agree to comply with said statutory provisions and to permit Landlord access to the premises in accordance with said provisions. Tenant(s) agree that, should they deny Landlord access to the premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a three day notice terminating the tenancy.

5. MISSTATEMENTS ON APPLICATION: Tenant(s) have completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the premises to Tenant(s). It is agreed that, should Landlord subsequently discover any misstatements of fact in the Tenant(s)' application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a three day notice terminating the tenancy.

6. USE OF PREMISES: Tenant(s) agree that the premises are rented for residential use only. Tenant(s) shall not use the premises as a business address, nor shall Tenant(s) conduct any business activities on the premises. Conducting business activities includes, without limitation, using the premises as a mailing address for a business enterprise, having a business telephone line in the premises, having business clients meet with Tenant(s) at the premises, having business stationery setting forth the address of the premises as a business address, assembling or manufacturing any product upon the premises, or otherwise holding out the premises as the address of any business. Tenant(s) additionally agree not to permit the premises to be used for any illegal purpose, nor to engage in any illegal acts upon the premises or upon the grounds of the apartment complex. Tenant(s) agree not to have any illegal narcotics in the premises or on the grounds of the apartment complex. The violation of this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a three day notice terminating the tenancy.

7. ASSIGNMENT AND SUBLETTING: Tenant(s) shall not assign this Lease nor sublet all or any part of the leased premises. Permitting any person not named as an occupant or as a Tenant in this Lease to occupy the leased premises shall be deemed an improper subletting of the leased premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

8. CONDITION OF PREMISES-ALTERATIONS: Tenant(s) has inspected the leased premises and acknowledges that the same is in good and habitable order and repair at the time Tenant(s) is given occupancy. Tenant(s) agrees not to make any alterations or improvements to the leased premises without the prior written consent of Landlord.

9. LIABILITY: Landlord shall not be liable to Tenant(s) or to any guests or invitees of Tenant(s) for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other cause not directly caused by the willful acts of Landlord. Tenant(s) agrees to obtain Renter's Insurance in an amount sufficient to cover any personal possessions of Tenant together with a reasonable level of liability coverage for the actions of Tenant(s) or Tenant(s)' guests or invitees.

10. SUBORDINATION: This Lease and all rights of Tenant(s) arising hereunder are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the property of Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage(s). As used herein, the term "mortgage" shall include deeds of trust or any similar security interest.

11. SUCCESSORS IN INTEREST: If the property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this Lease as against Tenant(s). Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination clause (Paragraph #18 above) or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.

12. HOUSE RULES: Tenant(s) acknowledges receipt of a copy of the House Rules, which Rules are incorporated into and made a part of this Lease. Tenant(s) agrees to abide by said House Rules in all respects. Any House Rules may be changed on thirty days notice, and Tenant(s) agrees to abide by any such changes. Any failure to comply with the House Rules shall be deemed a breach of this Lease.

13. PETS: No pets are permitted without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving ten (10) days written notice. Except to the extent written permission is given, pets may not be brought upon the premises, whether such pets belong to Tenant(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting", shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a three day notice terminating the tenancy.

14. SMOKE DETECTORS: Tenant(s) acknowledge that the premises are equipped with operable smoke detectors. Tenant(s) agree to not interfere with the presence or operability of such smoke detectors and to immediately report to Landlord, in writing, any defects in the condition of any smoke detectors.

15. HOLD HARMLESS: Tenant(s) agrees to indemnify and hold Landlord harmless and to indemnify Landlord for any costs of defense from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage is caused directly or indirectly by the act, omission, negligence, or fault of Tenant(s) or Tenant(s)' guest(s) or invitee(s).

16. WAIVER OF JURY TRIAL: Landlord and Tenant(s) waive any right each might otherwise have to demand a jury trial in connection with any litigation arising out of this agreement, including but not limited to any unlawful detainer action filed to regain possession of the leased premises, or any other litigation of any nature whatsoever relating to the use or occupancy of the leased premises. Should any party to this Lease in contravention of this provision attempt to demand a jury trial, this Lease may be submitted to the Court or other tribunal and shall constitute a formal waiver of such jury demand; additionally, in such event the parties consent that the offending party shall be deemed to have filed said jury demand in bad faith and for the purpose of creating delay and may, in the discretion of the Court or other tribunal, be ordered to pay monetary sanctions to the non-offending party - additionally, the payment of such sanctions may be made a condition precedent for the further prosecution or defense of the matter by the offending party.

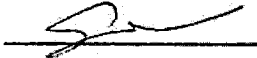
17. HOLDING OVER: Any holding over by Tenant(s) at the expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth herein, subject to amendment by Landlord as set forth in Civil Code section 827 and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code section 1946.

18. WAIVER: Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive or to lessen the right of Landlord to enforce any provision of this Lease.

19. TIME IS OF THE ESSENCE: Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

20. ENTIRE AGREEMENT: This Lease sets forth the entire agreement between the parties with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Tenant(s) hold over after the expiration of the lease term on a month to month holdover basis, Landlord may change any provision of this Lease without the consent of Tenant(s) in the manner prescribed by California Civil Code section 827.

21. SIGNATORIES: The undersigned Tenant(s), whether or not in actual possession of the premises, are jointly and severally responsible for all obligations arising hereunder (see Paragraph #9 above). This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without inability, refuse to enter into this Lease and may refuse to allow Tenant(s) to occupy the premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Tenant(s) shall be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease as against Tenant(s) if, for any reason or by any means, Tenant(s) obtain occupancy to the premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

	Landlord	_____	Tenant	_____	Tenant
		_____	Tenant	_____	Tenant
WITNESSES:		_____	Tenant	_____	Tenant

STANDARD TWELVE-MONTH  
RENTAL AGREEMENT



Western  
Manufactured Housing Communities  
Association

Blue Bonnet MHP  
617 E Evelyn Ave  
Sunnyvale CA 94086

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		PG&E		
Water			X	
Cable TV		X		
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 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.
9. RENTAL ADJUSTMENTS: Park may increase rents at any time upon 90 days' notice and as allowed by state and local laws.





# STANDARD TWELVE-MONTH RENTAL AGREEMENT

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10. **ADMINISTRATIVE CHARGE:** As additional rent, a charge may be assessed by the Park in the amount of \$ 25 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.
11. **CHECK RETURN CHARGE:** As additional rent, a check return charge may be assessed by the Park in the amount of \$ 20 whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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 TWELVE-MONTH RENTAL AGREEMENT

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19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
25. **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.
26. **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.
27. **TIME OF THE ESSENCE:** Time is of the essence with this Agreement.
28. **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.
29. **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.
30. **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 TWELVE-MONTH  
RENTAL AGREEMENT

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31. **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.
32. **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.

**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: \_\_\_\_\_

\_\_\_\_\_



# **APPENDIX 15**

**APPENDIX 15**

**THIS APPENDIX CONTAINS PRIVATE AND  
CONFIDENTIAL INFORMATION OF PARK  
RESIDENTS.**

**IT WILL BE SUBMITTED WITH SECTION 14, THE  
CONFIDENTIAL SECTION OF THE CIR.**

# **APPENDIX 16**



# FY 2017 FAIR MARKET RENT DOCUMENTATION ATTACHMENT 2 SYSTEM

## The \$fmrtype\$ FY 2017 FMRs for All Bedroom Sizes

\$fmrtype\$ FY 2017 FMRs By Unit Bedrooms				
<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
\$1,507	\$1,773	\$2,220	\$3,078	\$3,545

Santa Clara County, California is part of the San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area, which consists of the following counties: Santa Clara County, CA. All information here applies to the entirety of the San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area.

### Fair Market Rent Calculation Methodology

[Show/Hide Methodology Narrative](#)

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2010-2014 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2017 provided the estimate is statistically reliable. For FY2017, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself.  
  
If an area does not have a reliable 2010-2014 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin or error test described above. If so, the FY2017 base rent is the average of the inflated ACS estimates.  
  
If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area is used as the basis for FY2017.
2. HUD calculates a recent mover adjustment factor by comparing a 2014 1-year 40th percentile recent mover 2-bedroom rent to the 2010-2014 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates are not reliable, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.
3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.

4. Rents are calculated as of 2015 using the relevant (regional or local) change in gross rent Consumer Price Index (CPI) from annual 2014 to annual 2015.

ATTACHMENT 2

5. All estimates are then inflated from 2015 to FY2017 using a national trend factor based on the forecast of gross rent changes through FY2017.
6. FY2017 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.

### The results of the Fair Market Rent Step-by-Step Process

1. The following are the 2014 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area.

Area	ACS <sub>2014</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS <sub>2014</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Result
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area	<a href="#">\$1,554</a>	\$14	$\frac{\$14}{\$1,554} = 0.009$	0.009 < .5 Use ACS <sub>2014</sub> 5-Year San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area 2-Bedroom Adjusted Standard Quality Gross Rent

Since the ACS<sub>2014</sub> Margin of Error Ratio is less than .5, the ACS<sub>2014</sub> San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

Area	FY2017 Base Rent
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area	\$1,554

2. A recent mover adjustment factor is applied based on the smallest area of geography which contains San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area and has an ACS<sub>2014</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5.

Area	ACS <sub>2014</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2014</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error	Ratio	Result
San Jose-Sunnyvale-Santa Clara, CA HUD	<a href="#">\$1,986</a>	\$74	0.037	0.037 < .5 Use ACS <sub>2014</sub> 1-Year San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area



<b>Area</b>	<b>ACS<sub>2014</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent</b>	<b>ACS<sub>2014</sub> 1-Year Adjusted Standard Quality Recent- Mover Gross Rent Margin of Error</b>	<b>Ratio</b>	<b>ATTACHMENT 2 Result</b>
Metro FMR Area – 2 Bedroom				2-Bedroom Adjusted Standard Quality Recent- Mover Gross Rent

The smallest area of geography which contains San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area and has an ACS<sub>2014</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5 is San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area.

3. The calculation of the relevant Recent-Mover Adjustment Factor for San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area is as follows:

<b>ACS<sub>2014</sub> 5-Year Area</b>	<b>ACS<sub>2014</sub> 5-Year 40th Percentile Adjusted Standard Quality Gross Rent</b>	<b>ACS<sub>2014</sub> 1-Year 40th Percentile Adjusted Standard Quality Recent-Mover Gross Rent</b>
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area – 2 Bedroom	<a href="#"><u>\$1,554</u></a>	<a href="#"><u>\$1,986</u></a>

<b>Area</b>	<b>Ratio</b>	<b>Recent-Mover Adjustment Factor</b>
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area	$\frac{\$1,986}{\$1,554} = 1.278$	$1.278 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.278

4. The calculation of the relevant CPI Update Factors for San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area is as follows: HUD updates the 2014 intermediate rent with the ratio of the annual 2015 local or regional CPI to the annual 2014 local or regional CPI to establish rents as of 2015.

	<b>Update Factor</b>	<b>Type</b>
CPI Update Factor	<a href="#"><u>1.0614</u></a>	Local CPI

5. The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2015 to 2017. This makes Fair Market Rents "as of" FY2017.

<b>National Trend Factor</b>
<a href="#"><u>1.0531</u></a>

6. The FY 2017 2-Bedroom Fair Market Rent for San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area is calculated as follows:

<b>Area</b>
-------------

	<a href="#">ACS<sub>2014</sub> 5-Year Estimate</a>	<a href="#">Recent-Mover Adjustment Factor</a>	<a href="#">Annual 2014 to 2015 CPI Adjustment</a>	<a href="#">Trending 1.0531 to FY2017</a>	
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area	\$1,554	1.278	1.0614	1.0531	$\$1,554 * 1.278 * 1.0614 * 1.0531 = \$2,220$

7. In keeping with HUD policy, the preliminary FY 2017 FMR is checked to ensure that it does not fall below the state minimum.

Area	Preliminary FY2017 2-Bedroom FMR	FY 2017 California State Minimum	\$fmrtype\$ FY2017 2-Bedroom FMR
San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area	\$2,220	<a href="#">\$681</a>	\$2,220 ≥ \$681 Use San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area FMR of \$2,220

### \$fmrtype\$ FY2017 Rents for All Bedroom Sizes for San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area

The following table shows the \$fmrtype\$ FY 2017 FMRs by bedroom sizes.

Click on the links in the table to see how the bedroom rents were derived.

\$fmrtype\$ FY 2017 FMRs By Unit Bedrooms					
	<a href="#">Efficiency</a>	<a href="#">One-Bedroom</a>	<a href="#">Two-Bedroom</a>	<a href="#">Three-Bedroom</a>	<a href="#">Four-Bedroom</a>
\$fmrtype\$ FY 2017 FMR	\$1,507	\$1,773	\$2,220	\$3,078	\$3,545

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page: [http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2017\\_code/2017summary.odn?&year=2017&fmrtype=\\$fmrtype\\$&selection\\_type=county&fips=0608599999](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2017_code/2017summary.odn?&year=2017&fmrtype=$fmrtype$&selection_type=county&fips=0608599999)

### Other HUD Metro FMR Areas in the Same MSA

Select another \$fmrtype\$ FY 2017 HUD Metro FMR Area that is a part of the San Jose-Sunnyvale-Santa Clara CA MSA:

San Benito County, CA HUD Metro FMR Area ▼ Select Metropolitan FMR Area

Select a different area

Press below to select a different county within the same state (same primary state for metropolitan areas):

ATTACHMENT 2

Alameda County, CA

Alpine County, CA

Amador County, CA

Butte County, CA

Calaveras County, CA

Select a new county

Press below to select a different state:

Select a new state

Select a \$fmrtype\$ FY 2017 Metropolitan FMR Area:

San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area

Select Metropolitan FMR Area

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#) | [FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#) |

Prepared by the [Economic and Market Analysis Division](#), HUD. Technical problems or questions? [Contact Us](#).

# **APPENDIX 17**



# FY 2017 FAIR MARKET RENT DOCUMENTATION SYSTEM

ATTACHMENT 2

\$fmrtype\$ FY 2017 FMRs By Unit Bedrooms				
<a href="#">Efficiency</a>	<a href="#">One-Bedroom</a>	<a href="#">Two-Bedroom</a>	<a href="#">Three-Bedroom</a>	<a href="#">Four-Bedroom</a>
\$1,435	\$1,723	\$2,173	\$3,017	\$3,477

The FY 2017 Fair Market Rents for Oakland-Fremont, CA HUD Metro FMR Area are based on the results of a local rent survey.

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#) | [FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#) |

# **APPENDIX 18**

## RELOCATION OPTIONS

## ATTACHMENT 2

Park Name	Address	Address2	Telephone	# of Spaces	# of Vacancies	Lease Rates	Lease Terms	Resident Age Group	Amenities	Proximity to Schools	Proximity to Medical	Proximity to Public Transportation	To Social/ Religious	Proximity to Grocery	Date Called	Contact Person(s)
Adobe Wells	1220 Tasman Drive	Sunnyvale, CA 94089	(408) 734-8424	613	0			All Ages	Library, Billiards, Playground, Swimming Pool, Two Spas, Sauna, Tennis Court, Exercise Room, Two Clubhouses,	1.1, 2.7, 5.3 MI	2.1 MI	1.5 MI		2.8 MI	24-Jun	Norm Kleve
Aloha Mobile Village	915 E El Camino Real	Sunnyvale, CA 94086	(408) 733-0909	39	0			All Ages	Laundry Room, Showers	1.1, 2.1, 2.4 MI	2.3 MI	0.6 MI	1.4 MI	0.5 MI	6/24/2016	
Besaro MP	4141 Deeep Creek Rd	Fremont, CA 94555	(510) 792-9797	236	None available	Refused to provide		55+	Pets Allowed, Swimming Pool, Recreation Facilities	0.4, 0.6, 2.4 MI	0.8 MI	1.0 MI	0.6	1.0 MI	9/19/2016	Kathy
Cape Cod Village	1050 Borregas Ave	Sunnyvale, CA 94086	(408) 734-8700	188	0 (existing homes available)	\$850-1200		55+	Library, Swimming Pool, Billiards, Spa, Clubhouse	1.9, 2.1, 5.1 MI	3.4 MI	1.0 MI	2.2 MI	2.8 MI	6/24/2016	Jeanne Kleve
Casa Alondra MHP	5450 Monterey Hwy	San Jose, CA 95111	(408) 578-5050	123	0			All Ages		0.9, 1.6, 4.7 MI	2.6 MI	1.3 MI	0.3 MI	1.7 MI	6/24/2016	
Casa De Amigos	1085 Tasman Dr	Sunnyvale, CA 94089	(408) 734-3379	909	0					1.9, 1.9, 2.8 MI	0.9 MI	0.3, 0.3 MI	1.6 MI	1.5 MI	6/24/2016	
Colonial Mobile Manor	3300 Navarez Ave. Spc 61	San Jose, CA 95136	(408) 269-4404	200	0					1.2, 1.3, 5.7 MI	3.5 MI	0.4 MI			6/24/2016	
Eastridge Mobile Estates	1955 Quimby Rd	San Jose, CA 95122	(408) 251-1401	187	Called 6/24					0.9 1.4, 1.6,	3.3 MI	0.9 MI	0.9 MI	1.0 MI	6/24/2016	No Answer
EL Dorado MP	600 E Weddell Dr	Sunnyvale, CA 94089	(408) 734-1929	285	Called 6/24	\$1,200				1.0, 1.3, 5.3	5.7 MI	0.7 MI	3.4 MI	3.7 MI	6/24/2016	No Answer
Fox Hollow MHP	690 Persian Dr	Sunnyvale, CA 94089	(408) 734-8800	99	0				Clubhouse, Billiards, Spa, Laundry, Swimming Pool	1.9, 1.9, 5.3 MI	6.1 MI	1.0 MI	5.6 MI	3.5 MI	6/24/2016	Belinda Guerrero
Garden City TP	1309 Oakland Rd	San Jose Ca 95112	(408) 288-9481	43	Called 6/24			All Ages		1.3, 2.5 MI	3.3 MI	2.2 MI	1.6, 2.4 MI	1.1 MI	6/24/2016	No Answer
Imperial San Jose Mobile Estates	5770 Winfield Blvd	San Jose, CA 95123	(408) 227-1390	174	0	\$1,150		All Ages		1.0, 1.2, 1.4 MI	0.3 MI	0.3 MI	3.8 MI	0.5 MI	6/24/2016	Mary
Lamplighter MH Park	4201 N 1st St	San Jose, CA 95134	(408) 321-9331	265	3 (2 Single, 1 Double)	\$2,000		All Ages		1.1, 5.8, 3.2 MI	5.1 MI	1.9 MI		0.4 MI	6/24/2016	Amy
Magic Sands	165 Blossom Hill Rd	San Jose, CA 95123	(408) 225-1010	541	0	\$1,000		All Ages		0.6, 1.8, 5.7 MI	1.3 MI	2.0 MI	1.9 MI	0.4 MI	6/24/2016	Martha
Mill Pond	2320 Canoas Garden Ave.	San Jose, CA 95125	(408) 267-9790	52	0	\$1,195		55+	Coffee Room, Billiards, Crafts Room, Card Room, Library, Swimming Pool, Spa, Tennis Court, Laundry	0.1, 1.45 MI	2.1 MI	0.2 MI	0.2, 0.3 MI	0.7 MI	6/24/2016	Georgia Rios
Moffet MHP	440 Moffett Blvd	Mountain View, CA 94043	(650) 968-4848	143	Called 6/24					0.5, 1.1, 2.1 MI	2.4 MI	0.1 MI	0.6, 0.8 MI	0.7 MI	6/24/2016	No Answer
Moorpark MHP	501 Moorpark Way	Mountain View, CA 94041	(650) 968-4358	166	Called 6/24				Swimming Pool, Laundry, Garden, Badminton	0.3 MI	0.7 MI			1.0 MI	6/24/2016	Number Disconnected

## RELOCATION OPTIONS

## ATTACHMENT 2

Park Name	Address	Address2	Telephone	# of Spaces	# of Vacancies	Lease Rates	Lease Terms	Resident Age Group	Amenities	Proximity to Schools	Proximity to Medical	Proximity to Public Transportation	To Social/ Religious	Proximity to Grocery	Date Called	Contact Person(s)
Moss Creek MH Community	2929 Aborn Square Rd	San Jose, CA 95121	(408) 274-5600	107	0	Buy Only		55+	Card Room, Billiards, Laundry, Spa, Swimming Pool, Vegetable Garden, Clubhouse	1.9,					6/24/2016	Robert Lemmer
Mountain Shadows	633 Shadow Creek Dr	San Jose, CA 95136	(408) 269-9090	108	0	\$1,170		All Ages	Playground, Clubhouse, Laundry, Spa, Coffee Area, Billiards, Swimming Pool	1.2, 2.6, 5.3 MI	5.5 MI	0.6 MI	2.2 MI	1.5 MI	6/24/2016	Carol Woodrum
Mountain Springs	625 Hillsdale Ave	San Jose, CA 95136	(408) 266-7611	83 Mobile, 61 Immobile	0	\$1,170		Atleast one person 55+, none under 18	BBQ, Billiards, Swimming Pool, Spa, Horseshoe Pit, Laundry	1.0, 2.4, 5.1 MI	5.3 MI	0.4 MI	2.0 MI	1.3 MI	6/24/2016	Tim/ Kathy Balla
Murphy's Diggins MHP	216 Tom Bell Rd	Murphys, CA 95247	(209) 728-3513	185	0			55+	Pool Table, Sauna, Fireplace, Pool & Spa						7/1/2016	
New England Village	940 New England Village Dr.	Hayward, CA 94544	(510) 785-4511	415	Called 6/24	\$750-1,000		All Ages	Clubhouse, Coffee Room, Card Room, Crafts Room, Horseshoe Pit, Swimming Pool, Laundry,	1.4, 2.9, 1.7 MI	11.2 MI	1.5 MI		2.0 MI	6/24/2016	Greg & Eva Hegstrom
New Frontier MHP	325 Sylvan Ave	Mountain View, CA 94041	(650) 967-1725	141	0					1.0, 3.0, 3.9 MI	3.4 MI	1.8 MI	4.3 MI	2.1 MI	6/24/2016	
Niles Canyon Mobile Estates	711 Old Canyon	Fremont, CA 94536	(510) 792-7303	165	No leasing, Must buy home. 0 Available	\$900-1,250		55+	Pets Allowed, Lots of Open Space, Pool, Near Sports Complex	0.7, 0.7, 3.2 MI	2.0 MI	2.3 MI	1.8 MI	2.3 MI	9/19/2016	Denise
Old Orchard MHP	2135 Little Orchard St	San Jose, CA 95125	(408) 292-4359	102	0 (New singles and doubles coming soon)			All Ages		2.2, 2.3, 2.5 MI	1.2 MI	1.8 MI	1.7 MI	1.9 MI	6/24/2016	
Pepper Tree Estates	2150 Monterey Hwy	San Jose, CA 95112	(408) 275-0588	273	0	\$700		55+		2.9, 2.9, 2.1 MI	0.6 MI	1.5 MI	2.2 MI	1.2 MI	6/24/2016	
Plaza del Rey	1225 Vienna Dr	Sunnyvale, CA 94089	(408) 734-2746	800	0	\$1,290				1.8, 2.1, 5.1 MI	1.8 MI	2.6 MI		2.6 MI	6/24/2016	
Quail Hollow MHP	1445 S Bascom Ave	San Jose, CA 95128	(408) 371-0116	186	0	\$1,170		55+	Library, Swimming Pool, Shuffleboard, Spa, Laundry, Craft Room, Living Room, Clubhouse	2.8, 4.4, 0.6 MI	0.6 MI	0.6 MI		0.5 MI	6/24/2016	Odile Graves
Rancho La Mesa MHP	1201 Sycamore Ter	Sunnyvale, CA 94086	(408) 243-6633	215	2 (1 single, 1 double)	\$2,145		All Ages		1.1, 0.6, 1.0 MI	0.4 MI	0.2 MI		0.3 MI	6/24/2016	
River Glen MHP	2150 Almaden Rd	San Jose, CA 95125	(408) 269-2367	163	0	\$975		55+		1.5, 1.7, 3.0 MI	2.3 MI	0.8 MI		1.2 MI	6/24/2016	



## RELOCATION OPTIONS

## ATTACHMENT 2

Park Name	Address	Address2	Telephone	# of Spaces	# of Vacancies	Lease Rates	Lease Terms	Resident Age Group	Amenities	Proximity to Schools	Proximity to Medical	Proximity to Public Transportation	To Social/Religious	Proximity to Grocery	Date Called	Contact Person(s)
Sahara Village MHP	191 E El Camino Real	Mountain View, CA 94040	(650) 968-7891	206	2 (1 single, 1 double)	\$2,050, \$2,495		All Ages		0.6, 1.9, 3.5 MI	0.3 MI	0.1 MI		0.2 MI	6/24/2016	Jeanette
San Jose TP	527 McLaughlin Ave. Apt. 6	San Jose, CA 95116	(408) 292-8942	99	0		Cash Only			2.5, 2.5, 2.0 MI	1.2 MI	2.3 MI	5.6 MI	2.9 MI	6/24/2016	
Silver Creek Mobile Estates II	1520 E Capitol Expy	San Jose, CA 95121	(408)- 274-5455	240	0 (New coming soon)	\$700-\$1,150		All Ages		0.4, 3.6, 0.7 MI	2.6 MI	3.3 MI	5.4 MI	1.9 MI	6/24/2016	
South Bay MHP	1350 Oakland Road	San Jose, CA 95112	(408) 453-8131	214	0					3.3, 5.6, 0.8 MI	2.0 MI	4.0 MI	9.2 MI	1.7 MI	6/24/2016	
Southlake MH Estates	4343 Auto Mall Way	Fremont, CA 94538	(510) 651-0990	335	No spaces but 2 homes for rent	\$1,000-1500		All Ages	Community Center, 2 Swimming Pools/ Spa, Recreational Facilities	0.4 0.5,	4.2 MI	0.6	0.3 MI	1.3 MI	9/19/2016	Nick
Spanish Cove MHP	2600 Senter Road	San Jose, CA 95111	(408) 275-9360	305	0	\$945		All Ages	Clubhouse, Saunas, Swimming Pool, Spa, Billiards, Laundry, Playground	1.3, 3.3, 1.6 MI	0.5 MI	1.8 MI	2.4 MI	2.1 MI	6/24/2016	Thomas An/ Hang Hyunh
Summerset MHP	2052 Gold St	Santa Clara, CA 95054	(408) 946-1990	112	0					1.0, 5.1, 2.7 MI	4.2 MI	2.1 MI		1.9 MI	6/24/2016	
Sunset Estates MHP	433 Sylvan Ave	Mountain View, CA 94041	(650) 968-2222	58	1	\$1,190		Seniors		1.2, 4.4, 3.8 MI	4.9 MI	2.1 MI		2.4 MI	6/24/2016	
Timber Cove MHP	870 Old Camden Ave.	Campbell, CA 95008	(408) 374-9090	137	0			All Ages	Clubhouse, Billiards, Swimming Pool, Spa, BBQ, Basketball Hoop, Laundry	4.1, 6.1,	0.7 MI	6.0 MI		4.8 MI	6/24/2016	Cathy Brownfield
Town\Country Mobile Village	195 Blossomhill Rd	San Jose CA 95123	(408) 225-3165	199	Called 6/24			55+		2.9, 5.3, 0.2 MI	0.4 MI	0.1 MI		0.4 MI	6/24/2016	No Answer
Whispering Hills MHP	2780 E Capitol Expy	San Jose, CA 95148	(408) 274-4233	211	0	\$950		All Ages		1.4, 1.5, 5.0 MI	1.5 MI	4.0 MI	10.1 MI	1.6 MI	6/24/2016	
Willow Glen Mobile Estates	1850 Evans Ln	San Jose, CA 95125	(408) 264-5020	90	2	\$750-\$850		All Ages		2.0, 3.7, 2.4 MI	6.9 MI	2.6 MI	1.6 MI	1.2 MI	6/24/2016	
Willow Ranch	1111 Morse Ave	Sunnyvale, CA 94089	(408) 734-8900	236	0	\$1,195			Clubhouse, Library, Laundry, Swimming Pool, Spa, Billiards, Main Hall w/large TV	2.2, 1.6, 4.8 MI	2.7 MI	2.8 MI		3.0 MI	6/24/2016	Dejaime Davenport
Winchester Ranch MH Community	500 Charles Cali Dr	San Jose, CA 95517	(408) 249-7661	111	0			55+		2.5, 4.6, 2.4 MI	0.3 MI	0.3 MI	6.0 MI	4.8 MI	6/24/2016	
Woodbridge MH Community	3051 Towers Lane	San Jose, CA 95121	(408) 274-7500	176	0	\$1,040		55+	Laundry, Billiards, Spa, Swimming Pool, Card Room, Library	1.0, 0.8, 0.9 MI	0.7 MI	3.0 MI		0.4 MI	6/24/2016	Juan Ibarra

# **APPENDIX 19**

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **ADOBE WELLS**

Report date : 6/30/2016

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 10 SUNNYVALE	02/22/2016 SKYLINE HOMES INC BROOKSTONE	\$299,000.00 <b>\$299,000.00</b> 05/23/2016	<a href="#">LBM7294</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 42 15.1667 61	1492.17 \$200.38
1220 TASMAN DR SP 102 SUNNYVALE	00/00/1970 GOLDEN WEST GOLDEN WEST	\$19,000.00 <b>\$145,100.00</b> 04/01/2016	<a href="#">AAS9572</a>	12 60 12 60	1440 \$100.76
1220 TASMAN DR #519 SUNNYVALE	09/25/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$159,000.00 <b>\$200,000.00</b> 03/17/2016	<a href="#">LBF4801</a> HORNE	13.5 56 12.8333 50	1397.67 \$143.10
1220 TASMAN DR SP 60C SUNNYVALE	12/05/1986 KAUFMAN/BROAD HOME SYSTE CANYON CREST	\$65,093.00 <b>\$160,000.00</b> 02/05/2016	<a href="#">LAH6302</a> CUFBL DIV OF SAN ANTONIO FEDE BURKE MOBILEHOME SALES	10 58 10 58	1160 \$137.93
1220 TASMAN DR SP 87H SUNNYVALE	04/27/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$159,900.00 <b>\$220,000.00</b> 01/13/2016	<a href="#">LAZ8444</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.5 62 14.6667 54	1753 \$125.50
1220 TASMAN DR SP 100 SUNNYVALE	11/12/2015 SKYLINE HOMES INC BROOKSTONE	\$336,000.00 <b>\$336,000.00</b> 12/31/2015	<a href="#">LBM6148</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 58.6667	1799.78 \$186.69
1220 TASMAN DR 60 D SUNNYVALE	12/08/1986 KAUFMAN/BROAD HOME SYSTE CANYON CREST	\$56,531.00 <b>\$170,000.00</b> 12/30/2015	<a href="#">LAH6288</a> ALLIANCE MANUFACTURED HOMES INC	10 44 10 44	880 \$193.18
1220 TASMAN DR SP 542 SUNNYVALE	10/23/2015 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$131,207.00 <b>\$131,207.00</b> 12/18/2015	<a href="#">LBM5877</a> ADVANTAGE HOMES	9.83333 56 9.83333 56	1101.33 \$119.13
1220 TASMAN DR SP 562 SUNNYVALE	10/25/1990 DELAWARE WESTERN HM SILVERCREST	\$114,688.00 <b>\$207,000.00</b> 12/18/2015	<a href="#">LAR9642</a>	14 56 14 52	1512 \$136.90
1220 TASMAN DR SP 391 SUNNYVALE	02/20/1992 GOLDEN WEST HM GOLDEN WEST	\$123,700.00 <b>\$239,000.00</b> 12/14/2015	<a href="#">LAS7453</a> MAPS CREDIT UNION PAM'S HOMES, INC.	14 58.6667 14 56	1605.33 \$148.88
1220 TASMAN DR SP 441 SUNNYVALE	10/08/1991 DELAWARE WESTERN HM CORP SILVERCREST	\$47,461.00 <b>\$145,000.00</b> 12/14/2015	<a href="#">LAT7102</a> COMMUNITY WEST BANK N.A. PAM'S HOMES, INC.	9.83333 56 9.83333 56	1101.33 \$131.66

1220 TASMAN DR SP 62 SUNNYVALE	02/27/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$118,000.00 <b>\$190,000.00</b> 12/02/2015	<a href="#">LBD5633</a> CUFBL DIV OF SAN ANTONIO FEDE BURKE MOBILEHOME SALES	9.83333 64 9.83333 58	1199.67 \$158.38
1220 TASMAN DR #201 SUNNYVALE	06/16/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$143,000.00 <b>\$221,000.00</b> 11/25/2015	<a href="#">LBG3421</a> CUFBL DIV OF SAN ANTONIO FEDE ADVANTAGE HOMES	12 56 12 56	1344 \$164.43
1220 TASMAN DR SP 568 SUNNYVALE	12/03/1997 DELAWARE WESTERN HOMES CORP SILVERCREST	\$92,500.00 <b>\$175,000.00</b> 11/20/2015	<a href="#">LAY8346</a>	10 56 10 50.3333	1063.33 \$164.58
1220 TASMAN DR SP 75 SUNNYVALE	05/13/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$329,000.00 <b>\$329,000.00</b> 11/18/2015	<a href="#">LBM5611</a> GLOBAL CREDIT UNION ADVANTAGE HOMES	14.8333 60.3333 14.8333 60.3333	1789.89 \$183.81
1220 TASMAN DR SP 271 SUNNYVALE	07/29/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$139,977.00 <b>\$240,000.00</b> 11/06/2015	<a href="#">LBB2647</a> ORION FEDERAL CREDIT UNION	13.5 54 12.8333 46	1319.33 \$181.91
1220 TASMAN DR SP 137 SAN JOSE	05/04/1993 DELAWARE WESTERN HM CORP SILVERCREST	\$68,750.00 <b>\$174,000.00</b> 10/30/2015	<a href="#">LAS7656</a> SUPERIOR CHOICE CREDIT UNION PAM'S HOMES, INC.	10 60 10 60	1200 \$145.00
1220 TASMAN DR SP 402 SUNNYVALE	08/17/1995 DELAWARE WESTERN HM CORP SILVERCREST	\$82,995.00 <b>\$169,000.00</b> 10/20/2015	<a href="#">LAV9949</a> ORION FEDERAL CREDIT UNION	10 53.3333 10 60	1133.33 \$149.12
1220 TASMAN DR SP 114 SUNNYVALE	07/12/2011 CHAMPION HOME BUILDERS INC SMARTER DESIGN	\$105,000.00 <b>\$196,000.00</b> 10/20/2015	<a href="#">LBK9547</a> ADVANTIS CREDIT UNION	9.83333 59 9.83333 60	1170.17 \$167.50
1220 TASMAN DR SP 12 SUNNYVALE	03/03/1999 SKYLINE HOMES INC OAK MANOR	\$93,359.00 <b>\$180,000.00</b> 08/24/2015	<a href="#">LAZ6191</a> BURKE MOBILEHOME SALES	10 60 10 60	1200 \$150.00
1220 TASMAN DR SP 134 SUNNYVALE	00/00/1968 GOLDEN WEST GOLDEN WEST	\$13,300.00 <b>\$60,000.00</b> 08/18/2015	<a href="#">LBK1455</a>	10 57 10 57	1140 \$52.63
1220 TASMAN DR SP 135 SUNNYVALE	06/17/1998 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$109,162.00 <b>\$220,000.00</b> 08/07/2015	<a href="#">LAY9781</a> CENTRAL WILLAMETTE COMMUNITY C BURKE MOBILEHOME SALES	13.5 52 13.5 46.5	1329.75 \$165.44
1220 TASMAN DR SP 561 SUNNYVALE	01/31/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$127,977.00 <b>\$249,000.00</b> 08/07/2015	<a href="#">LAW1120</a> US BANK REALTY WORLD TODD SU & COMPANY, INC.	13.5 57.6667 12.8333 56.3333	1501.44 \$165.84
1220 TASMAN DR SP 578 SUNNYVALE	05/31/2013 SKYLINE HOMES INC BROOKSTONE	\$239,000.00 <b>\$285,500.00</b> 08/03/2015	<a href="#">LBL6358</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 58 15.1667 58	1759.33 \$162.28
1220 TASMAN DR SP 555 SUNNYVALE	09/22/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$140,000.00 <b>\$229,000.00</b> 07/31/2015	<a href="#">LBA2320</a> MAPS CREDIT UNION ADVANTAGE HOMES	15.5 56 14.8333 46	1550.33 \$147.71

1220 TASMAN	04/22/1998	\$112,004.00	<a href="#">LAY8558</a>	11.75 52	1222
DR SP 481	FLEETWOOD HOMES CA INC	<b>\$211,000.00</b>	CUFBL DIV OF SAN	11.75 52	\$172.67
SUNNYVALE	SUNCREST	07/07/2015	ANTONIO FEDE		
			ADVANTAGE HOMES		

	Original	Resale
<b>Total</b>	\$3,425,604.00	\$5,380,807.00
<b>Average</b>	\$131,754.00	\$206,954.12
<b>Max</b>	\$336,000.00	\$336,000.00
<b>Min</b>	\$13,300.00	\$60,000.00
<b>Avg \$SqFt</b>	\$92.97	\$152.13
<b>Avg SqFt</b>	1353	1353
<b>Number of records</b>	<b>26</b>	

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**Santiago Financial, Inc. - COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **ALOHA MOBILE VILLAGE**

Report date : 6/30/2016

Park Address : 915 E EL CAMINO REAL  
SUNNYVALE, CA 94086[See a Problem? Send us an Error Report.](#)

Spaces : 39

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 9/19/2015 to 9/19/2016

Park Name : **BESARO MP**

Report date : 9/19/2016

Park Address : 4141 DEEP CREEK RD  
FREMONT, CA 94555[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
4141 DEEP CREEK RD SP 101 FREMONT	00/00/1973 LANCER GOLDEN CREST	\$18,599.00 <b>\$100,000.00</b> 07/05/2016	<a href="#">AAT1097</a>	12 61 12 61	1464 \$68.31
4141 DEEP CREEK RD SP 75 FREMONT	00/00/1974 HERITAGE HERITAGE	\$18,500.00 <b>\$165,000.00</b> 07/01/2016	<a href="#">ABD8461</a>	12 64 12 64	1536 \$107.42
4141 DEEP CREEK RD SP 37 FREMONT	00/00/1973 GOLDEN WEST SOMERSET	\$9,100.00 <b>\$7,500.00</b> 06/30/2016	<a href="#">AAN3709</a>	12 60	720 \$10.42
4141 DEEP CREEK RD A SP 197 FREMONT	05/23/1991 FLEETWOOD HM INC SANDALWOOD	\$44,939.00 <b>\$142,500.00</b> 06/21/2016	<a href="#">LAU1271</a>	12 56 12 56	1344 \$106.03
4141 DEEP CREEK RD SP 167 FREMONT	05/28/1981 SKYLINE SKYLINE	\$35,104.00 <b>\$150,000.00</b> 06/09/2016	<a href="#">LAA7718</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	12 64 12 64	1536 \$97.66
4141 DEEP CREEK SP RD 185 FREMONT	09/28/1981 SKYLINE HOMES INC HILLCREST	\$32,547.00 <b>\$140,000.00</b> 06/06/2016	<a href="#">LAC2120</a> CENTRAL WILLAMETTE CREDIT UNIO	12 56 12 56	1344 \$104.17
4141 DEEP CREEK RD 202 FREMONT	01/05/1981 DUALWIDE INC DUALWIDE	\$67,700.00 <b>\$142,000.00</b> 05/02/2016	<a href="#">LAB7266</a>	12 60 10 50 12 60	1940 \$73.20
4141 DEEP CREEK RD SP 51 FREMONT	00/00/1973 WESTENER ROYAL	\$16,100.00 <b>\$80,000.00</b> 03/30/2016	<a href="#">AAP6176</a> FRESH & NATURAL INC	10 54.5 10 54.5	1090 \$73.39
4141 DEEP CREEK RD 157 FREMONT	09/25/1980 GOLDEN WEST HOMES KEY WEST	\$70,500.00 <b>\$135,000.00</b> 03/18/2016	<a href="#">LAA6418</a>	10 24 12 64 12 64	1776 \$76.01
4141 DEEP CREEK RD SP 45 FREMONT	06/04/2001 CHAMPION HOME BUILDERS COMPANY LAMPLIGHTER	\$109,000.00 <b>\$107,000.00</b> 03/15/2016	<a href="#">LBE8666</a>	9.83333 52 9.83333 52	1022.67 \$104.63
4141 DEEP CREEK RD SP 63 FREMONT	00/00/1972 IMPERIAL	\$12,900.00 <b>\$75,000.00</b> 03/11/2016	<a href="#">AAX6292</a>	12 60 12 60	1440 \$52.08

4141 DEEP CREEK RD SP 61 FREMONT	00/00/1971 FUQUA HOMES BEL AIRE	\$12,500.00 <b>\$120,000.00</b> 02/04/2016	<a href="#">AAJ3866</a> 21ST MORTGAGE CORPORATION	12 56 12 56	1344 \$89.29
4141 DEEP CREEK RD SP 124 FREMONT	00/00/1973 LANCER GOLDEN CREST	\$14,500.00 <b>\$110,000.00</b> 01/29/2016	<a href="#">AAH2416</a>	12 61 12 61	1464 \$75.14
4141 DEEP CREEK RD SP 224 FREMONT	00/00/1974 SKYLINE HILLCREST	\$11,100.00 <b>\$6,000.00</b> 10/26/2015	<a href="#">ABH7092</a>	12 60	720 \$8.33
4141 DEEP CREEK RD SP 123 FREMONT	HERITAGE	\$5,900.00 <b>\$72,000.00</b> 10/21/2015	<a href="#">AAH5121</a> CUFBL DIV OF SAN ANTONIO FEDE	12 50 12 50	1200 \$60.00

	Original	Resale
<b>Total</b>	\$478,989.00	\$1,552,000.00
<b>Average</b>	\$31,932.60	\$103,466.67
<b>Max</b>	\$109,000.00	\$165,000.00
<b>Min</b>	\$5,900.00	\$6,000.00
<b>Avg \$SqFt</b>	\$24.16	\$73.74
<b>Avg SqFt</b>	1329	1329
<b>Number of records</b>	<b>15</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **CAPE COD VILLAGE**

Report date : 6/30/2016

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 127 SUNNYVALE	02/24/2016 SKYLINE HOMES INC BROOKSTONE	\$339,000.00 <b>\$339,000.00</b> 04/12/2016	<a href="#">LBM6916</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 59 15.1667 56.3333	1749.22 \$193.80
1050 BORREGAS AVE SP 67 SUNNYVALE	00/00/1976 LEVITT CONST LEVITT	\$30,100.00 <b>\$149,000.00</b> 03/03/2016	<a href="#">AAN3993</a> PAM'S HOMES, INC.	12 64 12 64	1536 \$97.01
1050 BORREGAS AVE 146 SUNNYVALE	01/23/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$304,490.00 <b>\$304,490.00</b> 01/05/2016	<a href="#">LBM6112</a> MAPS CREDIT UNION ADVANTAGE HOMES	14.8333 60 14.8333 58	1750.33 \$173.96
1050 BORREGAS AVE SP 169 SUNNYVALE	10/15/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$333,500.00 <b>\$333,500.00</b> 12/17/2015	<a href="#">LBM5963</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$187.36
1050 BORREGAS AVE SP 130 SUNNYVALE	10/23/2015 CMH MANUFACTURING WEST INC KARSTEN	\$120,815.00 <b>\$339,000.00</b> 12/08/2015	<a href="#">LBM6097</a> ALLIANCE MANUFACTURED HOMES INC	14.8333 58 14.8333 58	1720.67 \$197.02
8700 WEST LN SP 210 STOCKTON	00/00/1976 LANCER	\$17,700.00 <b>\$43,700.00</b> 11/30/2015	<a href="#">LAP4202</a> 21ST MORTGAGE	12 60 12 60	1440 \$30.35
1050 BORREGAS AVE SP 176 SUNNYVALE	00/00/1976 MGM CROWN	\$31,500.00 <b>\$130,000.00</b> 11/24/2015	<a href="#">LAM8549</a> PAM'S HOMES, INC.	12 62 12 62 8 17	1624 \$80.05
1050 BORREGAS AVE SP 92 SUNNYVALE	06/26/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$200,963.00 <b>\$275,000.00</b> 11/03/2015	<a href="#">LBI6037</a> ADVANTAGE HOMES	12.8333 60 12.8333 58.6667	1522.89 \$180.58
1050 BORREGAS AVE SP 11 SUNNYVALE	00/00/1977 LANCER LANCER	\$20,900.00 <b>\$135,000.00</b> 10/26/2015	<a href="#">AAF9017</a>	12 60 12 60	1440 \$93.75
1050 BORREGAS 103 SUNNYVALE	00/00/1977 LANCER LANCER	\$24,500.00 <b>\$245,000.00</b> 08/24/2015	<a href="#">AAK7075</a> ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	12 64 12 64	1536 \$159.51
1050 BORREGAS AVE SP 55 SUNNYVALE	00/00/1976 LANCER LANCER	\$22,100.00 <b>\$149,000.00</b> 08/18/2015	<a href="#">LBE5827</a> CUFBL DIV OF SAN ANTONIO FEDE ADVANTAGE HOMES	12 60 12 60	1440 \$103.47

1050 BORREGAS	00/00/1977	\$18,999.00	<a href="#">ABI7093</a>	10 48	960
AVE SP 102	BENDIX	<b>\$135,000.00</b>		10 48	\$140.62
SUNNYVALE	BENDIX	07/17/2015	ADVANTAGE HOMES		

	Original	Resale
<b>Total</b>	\$1,464,567.00	\$2,577,690.00
<b>Average</b>	\$122,047.25	\$214,807.50
<b>Max</b>	\$339,000.00	\$339,000.00
<b>Min</b>	\$17,700.00	\$43,700.00
<b>Avg \$SqFt</b>	\$72.85	\$136.46
<b>Avg SqFt</b>	1542	1542
<b>Number of records</b>	<b>12</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **CASA ALONDRA MHP**

Report date : 6/30/2016

Park Address : 5450 MONTEREY RD  
SAN JOSE, CA 95111[See a Problem? Send us an Error Report.](#)

Spaces : 199

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
5450 MONTEREY RD SP 80 SAN JOSE	00/00/1976 SILVERCREST INDUSTRIES INC SILVERCREST	\$25,300.00 <b>\$156,500.00</b> 05/05/2016	<a href="#">LAY5121</a> 21ST MORTGAGE CORPORATION	12 60 12 60	1440 \$108.68
5450 MONTEREY RD SP 153 SAN JOSE	00/00/1974 STURGIS GOLDEN	\$22,800.00 <b>\$162,000.00</b> 04/29/2016	<a href="#">LAL3679</a> REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$112.50
5450 MONTEREY RD SP 33 SAN JOSE	00/00/1971 SANTA ANITA SANTA ANITA	\$8,900.00 <b>\$72,000.00</b> 03/25/2016	<a href="#">LAG5973</a> ALLIANCE MANUFACTURED HOMES INC	10 40 10 40	800 \$90.00
5450 MONTEREY RD #183 SAN JOSE	02/21/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$165,000.00 <b>\$110,000.00</b> 03/10/2016	<a href="#">LBC9539</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.5 52 15.5 39	1410.5 \$77.99
5450 MONTEREY HWY SP 9A SAN JOSE	02/15/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$149,900.00 <b>\$165,000.00</b> 02/18/2016	<a href="#">LBE4590</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12.8333 56 12.8333 56	1437.33 \$114.80
5450 MONTEREY RD SP 84 SAN JOSE	00/00/1976 FLEETWOOD FESTIVAL	\$24,100.00 <b>\$125,000.00</b> 01/11/2016	<a href="#">LBH8576</a>	12 60 12 60	1440 \$86.81
5450 MONTEREY RD SP 160 SAN JOSE	00/00/1974 COMMODORE HOMES IMPERIAL	\$17,300.00 <b>\$153,500.00</b> 12/31/2015	<a href="#">AAP7256</a> 21ST MORTGAGE CORP ADVANTAGE HOMES	12 60 12 60	1440 \$106.60
5450 MONTEREY RD SP 15 SAN JOSE	06/21/1995 DELAWARE WESTERN HM CORP SILVERCREST	\$74,600.00 <b>\$189,000.00</b> 12/30/2015	<a href="#">LAU3822</a> 21ST MORTGAGE CORPORATION ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 53.3333	1494.44 \$126.47
5450 MONTEREY RD SP 181 SAN JOSE	00/00/1974 SANTA ANITA BARCELONA	\$20,100.00 <b>\$139,000.00</b> 12/29/2015	<a href="#">AAX2005</a> CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	12 64 12 64	1536 \$90.49
5450 MONTEREY RD SP 86	00/00/1975 GUERDON EMBASSY	\$18,900.00 <b>\$122,000.00</b> 12/21/2015	<a href="#">LAZ5307</a>	12 65 12 65	1560 \$78.21

## SAN JOSE

5450 MONTEREY RD SP 146	00/00/1976 GOLDEN WEST SUNNYBROOK	\$18,100.00 <b>\$156,000.00</b> 12/03/2015	<a href="#">AAM5291</a>	12 64 12 64	1536 \$101.56
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## SAN JOSE

5450 MONTEREY HWY SP 1C	02/16/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$163,000.00 <b>\$160,000.00</b> 12/02/2015	<a href="#">LBC9056</a> CUFBL DIV OF SAN ANTONIO FEDE	11.8333 52 11.8333 46	1159.67 \$137.97
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## SAN JOSE

5450 MONTEREY RD SP 82	00/00/1975 SHERWOOD	\$20,999.00 <b>\$110,000.00</b> 10/08/2015	<a href="#">ABH7876</a> 21ST MORTGAGE CORPORATION	12 60 12 60	1440 \$76.39
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## SAN JOSE

5450 MONTEREY RD SP 153A	03/11/2008 CHAMPION HOME BUILDERS COMPANY INFINITI II	\$58,000.00 <b>\$119,800.00</b> 10/06/2015	<a href="#">LBK8283</a> 21ST MORTGAGE CORPORATION	9.83333 32 9.83333 40	708 \$169.21
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## SAN JOSE

5450 MONTEREY RD 1A	04/27/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$119,900.00 <b>\$116,000.00</b> 10/06/2015	<a href="#">LAZ3629</a> REALTY WORLD TODD SU & COMPANY, INC.	15.5 52 14.8333 50	1547.67 \$74.95
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## SAN JOSE

5450 MONTEREY RD SP 118	00/00/1975 FLEETWOOD GLENBROOK	\$18,500.00 <b>\$104,000.00</b> 09/25/2015	<a href="#">AAZ2682</a>	12 60 12 60	1440 \$72.22
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## SAN JOSE

5450 MONTEREY RD SP 75	00/00/1975 GOLDENWEST GOLDEN WEST	\$11,500.00 <b>\$60,000.00</b> 08/25/2015	<a href="#">AAX5949</a>	12 60 12 60	1440 \$41.67
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## SAN JOSE

5450 MONTEREY RD SP 9	00/00/1976 MADISON MADISON	\$20,900.00 <b>\$133,000.00</b> 08/14/2015	<a href="#">LBA8777</a>	12 60 12 60	1440 \$92.36
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## SAN JOSE

5450 MONTEREY RD SP 48	00/00/1974 MADISON	\$17,700.00 <b>\$90,000.00</b> 07/06/2015	<a href="#">LBM4819</a>	12 60 12 60	1440 \$62.50
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## SAN JOSE

	Original	Resale
<b>Total</b>	\$975,499.00	\$2,442,800.00
<b>Average</b>	\$51,342.05	\$128,568.42
<b>Max</b>	\$165,000.00	\$189,000.00
<b>Min</b>	\$8,900.00	\$60,000.00
<b>Avg \$SqFt</b>	\$39.14	\$95.86
<b>Avg SqFt</b>	1376	1376
<b>Number of records</b>	<b>19</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : CASA DE AMIGOS

Report date : 6/30/2016

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 232 SUNNYVALE	08/15/2007 THE ANDREW KARSTEN CO INC ALLIANCE SERIES	\$209,917.00 <b>\$290,000.00</b> 05/13/2016	<a href="#">LBJ6613</a> MAPS CREDIT UNION PAM'S HOMES, INC.	11.8333 56 9.83333 56 11.8333 56	1876 \$154.58
1085 TASMAN DR SP 457 SUNNYVALE	09/17/2007 SKYLINE HOMES INC WOODFIELD LIMITED	\$189,000.00 <b>\$267,500.00</b> 05/05/2016	<a href="#">LBJ7000</a> CUFBL DIV OF SAN ANTONIO FEDE ALLIANCE MANUFACTURED HOMES INC	16 56 16 56	1792 \$149.27
1085 TASMAN DR SP 100 SUNNYVALE	01/25/2016 SKYLINE HOMES INC BROOKSTONE	\$359,000.00 <b>\$359,000.00</b> 05/02/2016	<a href="#">LBM7146</a> ADVANTIS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 54 15.1667 58	1698.67 \$211.34
1085 TASMAN DR SP 889 SUNNYVALE	02/24/2016 SKYLINE HOMES INC BROOKSTONE	\$407,000.00 <b>\$407,000.00</b> 04/15/2016	<a href="#">LBM7139</a> CHANG ALLIANCE MANUFACTURED HOMES INC	15.1667 63.8333 15.1667 64	1938.81 \$209.92
1085 TASMAN DR SP 194 SUNNYVALE	02/22/2016 SKYLINE HOMES INC SUMMERHILL LIMITED	\$205,000.00 <b>\$205,000.00</b> 04/15/2016	<a href="#">LBM7027</a> ALLIANCE MANUFACTURED HOMES INC	11.8333 54 10 57 11.8333 59	1907.17 \$107.49
1085 TASMAN DR SP 1 SUNNYVALE	10/23/2015 SKYLINE HOMES INC BROOKSTONE	\$359,000.00 <b>\$359,000.00</b> 03/31/2016	<a href="#">LBM6995</a> COMMUNITY WEST BANK N A ALLIANCE MANUFACTURED HOMES INC	15.1667 58 15.1667 58	1759.33 \$204.05
1085 TASMAN DR SP 616 SUNNYVALE	02/05/2008 DELAWARE WESTERN HOMES CORP SILVERCREST	\$232,000.00 <b>\$300,000.00</b> 03/24/2016	<a href="#">LBJ7850</a> 21ST MORTGAGE CORPORATION	10.1667 61 12.8333 61 10.1667 60	2013 \$149.03
1085 TASMAN DR SP 777 SUNNYVALE	03/21/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$199,000.00 <b>\$299,000.00</b> 03/17/2016	<a href="#">LBH9638</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	11.8333 56 9.83333 56 11.8333 48	1781.33 \$167.85
1085 TASMAN DR SP 23 SUNNYVALE	04/09/1992 SKYLINE HM INC OAK MANOR	\$61,950.00 <b>\$175,000.00</b> 03/17/2016	<a href="#">LAR9689</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 44 12 44	1056 \$165.72
1085 TASMAN DR SP 597 SUNNYVALE	02/02/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$69,900.00 <b>\$210,000.00</b> 03/15/2016	<a href="#">LAS7857</a> CUFBL DIV OF SAN ANTONIO FEDE	13.3333 58.6667 12.6667 57.3333	1508.44 \$139.22

1085 TASMAN DR SP 610 SUNNYVALE	10/15/1999 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$178,100.00 <b>\$225,000.00</b> 03/15/2016	<a href="#">LBA2567</a> ROBERT S AND PAULA J HENDRY RE PAM'S HOMES, INC.	13.5 60 15.5 58.6667	1719.33 \$130.86
1085 TASMAN DR SP 314 SUNNYVALE	09/25/2015 SKYLINE HOMES INC BROOKSTONE	\$357,000.00 <b>\$357,000.00</b> 03/03/2016	<a href="#">LBM6669</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 56	1698.67 \$210.16
1085 TASMAN DR SP 180 SUNNYVALE	08/19/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$79,900.00 <b>\$205,000.00</b> 03/01/2016	<a href="#">LAU3751</a> REALTY WORLD TODD SU & COMPANY, INC.	13.3333 58.6667 12.6667 57.3333	1508.44 \$135.90
1085 TASMAN DR SP 191 SUNNYVALE	06/14/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$179,900.00 <b>\$244,000.00</b> 02/19/2016	<a href="#">LBB5198</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$156.12
1085 TASMAN DR SP 876 SUNNYVALE	11/16/2015 SKYLINE HOMES INC BROOKSTONE	\$419,000.00 <b>\$419,000.00</b> 02/17/2016	<a href="#">LBM6845</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 64	1880.67 \$222.79
1085 TASMAN DR SP 545 SUNNYVALE	11/24/2015 SKYLINE HOMES INC BROOKSTONE	\$359,000.00 <b>\$359,000.00</b> 02/11/2016	<a href="#">LBM6452</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 58 15.1667 58	1759.33 \$204.05
1085 TASMAN DR SP 311 SUNNYVALE	08/18/2015 SKYLINE HOMES INC BROOKSTONE	\$345,000.00 <b>\$345,000.00</b> 02/03/2016	<a href="#">LBM6406</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 53.3333	1658.22 \$208.05
1085 TASMAN DR SP 895 SUNNYVALE	02/04/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$146,660.00 <b>\$225,000.00</b> 02/01/2016	<a href="#">LBA7278</a> PAM'S HOMES, INC.	15.5 58.6667 14.8333 58	1769.67 \$127.14
1085 TASMAN DR 424 SUNNYVALE	09/23/2015 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$165,707.00 <b>\$226,530.00</b> 01/29/2016	<a href="#">LBM6473</a> COMMUNITY WEST BANK NA PRESTIGE MANUFACTURE HOMES	11.6667 57 11.6667 58.5	1347.5 \$168.11
1085 TASMAN DR SP 351 SUNNYVALE	00/00/1971 VICTORIA	\$13,300.00 <b>\$165,000.00</b> 01/28/2016	<a href="#">LBJ3453</a>	12 60 12 60	1440 \$114.58
1085 TASMAN DR SP 154 SUNNYVALE	02/23/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$89,900.00 <b>\$240,000.00</b> 01/21/2016	<a href="#">LAV9938</a> CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	13.5 60 12.8333 57.3333	1545.78 \$155.26
1085 TASMAN DR SP 746 SUNNYVALE	02/08/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$225,300.00 <b>\$255,000.00</b> 01/20/2016	<a href="#">LBC6070</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	14.8333 62 14.8333 62	1839.33 \$138.64
1085 TASMAN DR SP 482 SUNNYVALE	11/23/2015 SKYLINE HOMES INC BROOKSTONE	\$380,487.00 <b>\$380,487.00</b> 01/20/2016	<a href="#">LBM6209</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$209.06

1085 TASMAN DR SP 237B SUNNYVALE	12/06/2013 SKYLINE HOMES INC BROOKSTONE	\$270,000.00 <b>\$299,000.00</b> 01/13/2016	<a href="#">LBL8721</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	15.1667 51.5 15.1667 59	1679.92 \$178.41
1085 TASMAN DR SP 892 SUNNYVALE	06/25/2013 CMH MANUFACTURING WEST INC KARSTEN	\$299,900.00 <b>\$335,000.00</b> 01/08/2016	<a href="#">LBL6509</a> GEORGIA BANKING COMPANY ISAOA ALLIANCE MANUFACTURED HOMES INC	14.8333 64.6667 14.8333 62.5	1886.31 \$177.60
1085 TASMAN DR 738 SUNNYVALE	00/00/1974 SOMERSET	\$16,900.00 <b>\$70,000.00</b> 01/05/2016	<a href="#">AAP5807</a> BURKE MOBILEHOME SALES	12 60 12 60	1440 \$48.61
1085 TASMAN DR SP 407 SUNNYVALE	07/30/2015 SKYLINE HOMES INC BROOKSTONE	\$349,000.00 <b>\$349,000.00</b> 12/30/2015	<a href="#">LBM6211</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 54 15.1667 58	1698.67 \$205.46
1085 TASMAN DR SP 109 SUNNYVALE	05/20/2015 SKYLINE HOMES INC BROOKSTONE	\$354,000.00 <b>\$354,000.00</b> 12/29/2015	<a href="#">LBM6293</a> MAPS CREDI UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 60	1759.33 \$201.21
1085 TASMAN DR SP 47 SUNNYVALE	05/26/1995 DELAWARE WESTERN HM CORP SILVERCREST	\$55,000.00 <b>\$50,000.00</b> 12/23/2015	<a href="#">LAU3838</a> CASA DE AMIGOS MOBILEHOME PARK	12.8333 64 13.5 64	1685.33 \$29.67
1085 TASMAN DR SP 682 SUNNYVALE	04/09/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$225,000.00 <b>\$230,000.00</b> 12/23/2015	<a href="#">LBC6128</a> ALLIANCE MANUFACTURED HOMES INC	14.8333 55.5 14.8333 57	1668.75 \$137.83
1085 TASMAN DR SP 197 SUNNYVALE	06/09/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$185,900.00 <b>\$235,000.00</b> 12/15/2015	<a href="#">LBB5442</a> ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	14.8333 60 14.8333 56	1720.67 \$136.57
1085 TASMAN DR SP 530 SUNNYVALE	06/02/2005 PALM HARBOR HOMES INC PALM HARBOR	\$199,000.00 <b>\$248,000.00</b> 11/23/2015	<a href="#">LBH7492</a> CUFBL A DIV OF SAN ANTONIO FED	13.5 52 13.5 52	1404 \$176.64
1085 TASMAN DR SP 718 SUNNYVALE	08/27/2015 SKYLINE HOMES INC BROOKSTONE	\$372,000.00 <b>\$372,000.00</b> 11/10/2015	<a href="#">LBM5460</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 58.6667 15.1667 62.6667	1840.22 \$202.15
1085 TASMAN DR SP 856 SUNNYVALE	02/08/1990 DELAWARE WESTERN HM SILVERCREST	\$32,185.00 <b>\$235,500.00</b> 09/30/2015	<a href="#">LAU3623</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	12 60 12 60	1440 \$163.54
1085 TASMAN DR SP 894 SUNNYVALE	00/00/1975 SILVERCREST MARKI	\$27,900.00 <b>\$160,000.00</b> 09/28/2015	<a href="#">LBA4834</a>	12 64 12 64 10 24	1776 \$90.09
1085 TASMAN DR SP 418 SUNNYVALE	07/29/2015 SKYLINE HOMES INC BROOKSTONE	\$359,000.00 <b>\$359,000.00</b> 09/24/2015	<a href="#">LBM4858</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 56 15.1667 60	1759.33 \$204.05
1085 TASMAN DR SP 787	01/27/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$175,800.00 <b>\$270,000.00</b> 09/21/2015	<a href="#">LBH2633</a> COMMUNITY WEST BANK NA	13.5 60 13.5 58.6667	1602 \$168.54

## SUNNYVALE

1085 TASMAN DR SP 835 SUNNYVALE	08/20/1999 FLEETWOOD HOMES CA INC SPRING HILL	\$131,250.00 <b>\$221,000.00</b> 09/08/2015	<a href="#">LBA3669</a> CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	11.75 60 11.75 58	1386.5 \$159.39
1085 TASMAN DR SP 316 SUNNYVALE	05/22/1996 DELAWARE WESTERN HM SILVERCREST	\$95,350.00 <b>\$248,800.00</b> 09/04/2015	<a href="#">LAW1006</a> COMMUNITY WEST BANK N A ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$159.19
1085 TASMAN DR 237 SUNNYVALE	09/19/1996 DELAWARE WESTERN SILVERCREST	\$98,500.00 <b>\$238,000.00</b> 09/04/2015	<a href="#">LAW1059</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$152.28
1085 TASMAN DR SP 741 SUNNYVALE	05/30/2014 CMH MANUFACTURING WEST INC CMH	\$429,000.00 <b>\$429,000.00</b> 09/02/2015	<a href="#">LBM4923</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	11.8333 62.6667 9.83333 56 11.8333 62.6667	2033.78 \$210.94
1085 TASMAN DR SP 564 SUNNYVALE	01/14/2015 CMH MANUFACTURING WEST INC GOLDEN WEST	\$120,200.00 <b>\$120,200.00</b> 09/01/2015	<a href="#">LBM5466</a> R W G ENTERPRISES INC	15 60 15 60	1800 \$66.78
1085 TASMAN DR 517 SUNNYVALE	10/15/1990 BAYSHORE HM CALIF INC BAYSHORE HM	\$82,500.00 <b>\$170,000.00</b> 08/31/2015	<a href="#">LAM7529</a> MAPS CREDIT UNION PAM'S HOMES, INC.	12 56 12 56	1344 \$126.49
1085 TASMAN DR SP 122 SUNNYVALE	02/21/2005 PALM HARBOR HOMES INC PALM HARBOR	\$189,000.00 <b>\$269,000.00</b> 08/28/2015	<a href="#">LBI1087</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	13.5 58 13.5 58	1566 \$171.78
1085 TASMAN DR SP 326 SUNNYVALE	06/26/2015 CMH MANUFACTURING WEST INC CMH	\$395,296.00 <b>\$395,296.00</b> 08/28/2015	<a href="#">LBM4709</a> ALLIANCE MANUFACTURED HOMES INC	11.8333 61 9.83333 56 11.8333 58	1958.83 \$201.80
1085 TASMAN DR SP 554 SUNNYVALE	02/21/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$148,440.00 <b>\$219,000.00</b> 08/28/2015	<a href="#">LBC5333</a> MAPS CREDIT UNION ADVANTAGE HOMES	15.5 57 14.8333 51	1640 \$133.54
1085 TASMAN DR SP 540 SUNNYVALE	01/30/1995 GOLDEN WEST HM GOLDEN WEST	\$79,500.00 <b>\$247,500.00</b> 08/24/2015	<a href="#">LAU3690</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 60 13.5 58.8333	1604.25 \$154.28
1085 TASMAN DR SP 425 SUNNYVALE	05/23/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$169,900.00 <b>\$234,000.00</b> 08/21/2015	<a href="#">LBI6091</a> JUSTICE FEDERAL CREDIT UNION I PAM'S HOMES, INC.	12.8333 50 13.5 59	1438.17 \$162.71
1085 TASMAN DR SP 332 SUNNYVALE	06/18/2015 SKYLINE HOMES INC BROOKSTONE	\$301,939.00 <b>\$301,939.00</b> 08/14/2015	<a href="#">LBM5025</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$209.68
1085 TASMAN DR SP 655 SUNNYVALE	07/20/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$220,796.00 <b>\$281,000.00</b> 07/29/2015	<a href="#">LBC9734</a> ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	15.5 64 14.8333 62.6667	1921.56 \$146.24



1085 TASMAN DR SP 199 SUNNYVALE	06/05/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$134,900.00 <b>\$270,000.00</b> 07/24/2015	<a href="#">LAY6292</a> CUFBL DIV OF SAN ANTONIO FEDER PAM'S HOMES, INC.	13.5 60 12.8333 58.6667	1562.89 \$172.76
1085 TASMAN DRIVE SP 543 SUNNYVALE	06/22/1995 DELAWARE WESTERN HM CORP SILVERCREST	\$82,042.00 <b>\$239,000.00</b> 07/20/2015	<a href="#">LAU3930</a> ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$152.92
1085 TASMAN DR SP 257 SUNNYVALE	08/25/2000 THE ANDREW KARSTEN CO INC CLARIDGE POINT CASTLE	\$247,500.00 <b>\$260,000.00</b> 07/17/2015	<a href="#">LBB8870</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	12.6667 60 12.6667 56 12.6667 43.8333	2024.56 \$128.42
1085 TASMAN DR SP 61 SUNNYVALE	02/16/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$224,900.00 <b>\$253,000.00</b> 07/09/2015	<a href="#">LBC6204</a> BURKE MOBILEHOME SALES	14.8333 59 14.8333 57	1720.67 \$147.04
1085 TASMAN DR SP 8 SUNNYVALE	06/18/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$134,900.00 <b>\$224,950.00</b> 07/08/2015	<a href="#">LBA2416</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	13.5 58.6667 12.8333 56	1510.67 \$148.91
1085 TASMAN DR SP 592 SUNNYVALE	09/19/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$92,000.00 <b>\$259,000.00</b> 07/06/2015	<a href="#">LAW1058</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 60 12.8333 58.6667	1562.89 \$165.72
1085 TASMAN DR SP 793 SUNNYVALE	00/00/1976 DUAL WIDE DUAL WIDE	\$27,700.00 <b>\$264,900.00</b> 07/01/2015	<a href="#">ABE1692</a> ADVANTAGE HOMES	12 62 12 62	1488 \$178.02
1085 TASMAN DR SP 256 SUNNYVALE	01/14/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$158,960.00 <b>\$240,800.00</b> 06/30/2015	<a href="#">LBA6990</a> PAM'S HOMES, INC.	14.8333 60 14.8333 58.6667	1760.22 \$136.80
1085 TASMAN DR SP 241 SUNNYVALE	04/01/1988 SILVERCREST MFD HOUSING SILVERCREST	\$61,610.00 <b>\$165,000.00</b> 06/30/2015	<a href="#">LAJ4881</a> MAPS CREDIT UNION PAM'S HOMES, INC.	12 56 12 56	1344 \$122.77
1085 TASMAN DR SP 779 SUNNYVALE	04/30/2015 SKYLINE HOMES INC BROOKSTONE	\$0.00 <b>\$379,000.00</b> 06/30/2015	<a href="#">LBM4478</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 64 15.1667 62.6667	1921.11 \$197.28
1085 TASMAN DR SP 307 SUNNYVALE	12/18/2009 CMH MANUFACTURING WEST INC VILLA SERIES	\$224,000.00 <b>\$279,500.00</b> 06/30/2015	<a href="#">LBK5156</a> BRANDT ALLIANCE MANUFACTURED HOMES INC	14.8333 57.3333 14.8333 57.3333	1700.89 \$164.33

	Original	Resale
<b>Total</b>	\$12,002,789.00	\$16,293,902.00
<b>Average</b>	\$196,767.03	\$267,113.15
<b>Max</b>	\$429,000.00	\$429,000.00
<b>Min</b>	\$0.00	\$50,000.00
<b>Avg \$SqFt</b>	\$114.80	\$159.50
<b>Avg SqFt</b>	1666	1666
<b>Number of records</b>	<b>61</b>	

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : COLONIAL MOBILE MANOR

Report date : 6/30/2016

Park Address : 3300 NARVAEZ AVE  
SAN JOSE, CA 95136[See a Problem? Send us an Error Report.](#)

Spaces : 200

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
3300 NARVAEZ AVE SP 6 SAN JOSE	00/00/1968 AURORA AURORA	\$12,500.00 <b>\$96,000.00</b> 05/11/2016	<a href="#">ABD2343</a> ALLIANCE MANUFACTURED HOMES INC	12 57 12 57	1368 \$70.18
3300 NARVAEZ AVE SP 127 SAN JOSE	00/00/1969 BUDDY BUDDY	\$8,100.00 <b>\$121,000.00</b> 04/29/2016	<a href="#">ABD5500</a> ATWELL REALTY WORLD TODD SU & COMPANY, INC.	10 40 10 40	800 \$151.25
3300 NARVAEZ AVE 158 SAN JOSE	00/00/1970 MARLETTE MARLETTE	\$17,300.00 <b>\$118,000.00</b> 03/15/2016	<a href="#">AAX5768</a> CUFBL DIV OF SAN ANTONIO FEDE	10 56 10 56	1120 \$105.36
3300 NARVAEZ AVE 78 SAN JOSE	02/15/2016 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$67,135.00 <b>\$67,135.00</b> 03/15/2016	<a href="#">LBM6907</a> R W G ENTERPRISES INC	11.6667 52 11.6667 52	1213.33 \$55.33
3300 NARVAEZ AVE SP 159 SAN JOSE	12/03/1993 DELAWARE WESTERN HM CORP SILVERCREST	\$62,000.00 <b>\$168,000.00</b> 03/11/2016	<a href="#">LAS7764</a> CUFBL DIV OF SAN ANTONIO FEDER	13.3333 56 12.6667 56	1456 \$115.38
3300 NARVAEZ AVE SP 67 SAN JOSE	00/00/1969 AURORA	\$14,700.00 <b>\$124,500.00</b> 11/20/2015	<a href="#">AAF4679</a>	12 60 12 60	1440 \$86.46
3300 NARVAEZ AVE SP 62 SAN JOSE	00/00/1968 STAR	\$12,700.00 <b>\$111,000.00</b> 08/27/2015	<a href="#">ABE1579</a> ADVANTAGE HOMES	12 60 12 60	1440 \$77.08
3300 NARVAEZ AVE SP 57 SAN JOSE	00/00/1966 BELLMONT BELLMONT	\$6,500.00 <b>\$75,900.00</b> 08/20/2015	<a href="#">AAM4999</a>	10 47 10 47	940 \$80.74
3300 NARVAEZ AVE SP 42 SAN JOSE	03/17/2015 SKYLINE HOMES INC BROOKSTONE	\$229,000.00 <b>\$229,000.00</b> 08/18/2015	<a href="#">LBM4955</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 59 13.5 58	1579.5 \$144.98
3300 NARVAEZ AVE SP 60 SAN JOSE	00/00/1967 UNIVERSAL UNIVERSAL	\$10,900.00 <b>\$150,000.00</b> 07/30/2015	<a href="#">ABE1867</a> 21ST MORTGAGE CORPORATION	10 60 10 60	1200 \$125.00

	Original	Resale
<b>Total</b>	\$440,835.00	\$1,260,535.00
<b>Average</b>	\$44,083.50	\$126,053.50
<b>Max</b>	\$229,000.00	\$229,000.00
<b>Min</b>	\$6,500.00	\$67,135.00
<b>Avg \$SqFt</b>	\$31.26	\$101.18
<b>Avg SqFt</b>	1256	1256
<b>Number of records</b>	<b>10</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **EASTRIDGE MOBILE ESTATES**

Report date : 6/30/2016

Park Address : 1955 QUIMBY RD  
SAN JOSE, CA 95122[See a Problem? Send us an Error Report.](#)

Spaces : 187

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1741 QUIMBY RD SAN JOSE	00/00/1979 WINSTON WINSTON CHALET	\$38,100.00 <b>\$200,000.00</b> 12/15/2015	<a href="#">LBA4179</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60 12 60	2160 \$92.59
1748 QUIMBY RD SAN JOSE	00/00/1978 VIKING	\$22,100.00 <b>\$110,000.00</b> 08/21/2015	<a href="#">LAG4463</a> CADIZ	12 60 12 60	1440 \$76.39

	Original	Resale
<b>Total</b>	\$60,200.00	\$310,000.00
<b>Average</b>	\$30,100.00	\$155,000.00
<b>Max</b>	\$38,100.00	\$200,000.00
<b>Min</b>	\$22,100.00	\$110,000.00
<b>Avg \$SqFt</b>	\$16.50	\$84.49
<b>Avg SqFt</b>	1800	1800
<b>Number of records</b>	<b>2</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : EL DORADO MP

Report date : 6/30/2016

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 213 SUNNYVALE	10/30/1991 GOLDEN WEST HM GOLDEN WEST	\$116,000.00 <b>\$239,900.00</b> 05/04/2016	<a href="#">LAR9590</a> MAPS CREDIT UNION	14 64.6667 14 64.6667	1810.67 \$132.49
600 E WEDDELL DR SP 167 SUNNYVALE	02/03/2016 SKYLINE HOMES INC BROOKSTONE	\$279,000.00 <b>\$279,000.00</b> 03/29/2016	<a href="#">LBM6955</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 52 13.5 54	1517.67 \$183.83
600 E WEDDELL SP 193 SUNNYVALE	09/09/2015 CAVCO INDUSTRIES INC CAVCO	\$220,000.00 <b>\$220,000.00</b> 02/12/2016	<a href="#">LBM6283</a> MODULAR LIFESTYLES INC	11.8333 48 11.8333 52	1183.33 \$185.92
600 E WEDDELL DR SP 237 SUNNYVALE	05/18/1990 FLEETWOOD HM INC SANDALWOOD	\$99,919.00 <b>\$222,500.00</b> 01/13/2016	<a href="#">LAM7358</a> PAM'S HOMES, INC.	12 56 12 56	1344 \$165.55
600 E WEDDELL AVE SP 158 SUNNYVALE	10/05/2006 FLEETWOOD HOMES CA INC EXPRESSION	\$120,000.00 <b>\$170,000.00</b> 10/20/2015	<a href="#">LBJ3995</a> 21ST MORTGAGE CORPORATION	9.83333 56 9.83333 52	1062 \$160.08
600 E WEDDELL DR SP 84 SUNNYVALE	12/01/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$124,552.00 <b>\$190,000.00</b> 09/16/2015	<a href="#">LBA5413</a> ADVANTIS CREDIT UNION PAM'S HOMES, INC.	11.8333 53 11.8333 48	1195.17 \$158.97
600 E WEDDELL DR SP 271 SUNNYVALE	07/18/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$129,000.00 <b>\$235,000.00</b> 09/14/2015	<a href="#">LAY3029</a> 21ST MORTGAGE CORPORATION	13.5 59 12.8333 56	1515.17 \$155.10
600 E WEDDELL DR SP 50 SUNNYVALE	12/01/1989 FLEETWOOD HM INC SANDALWOOD	\$89,750.00 <b>\$190,306.00</b> 09/03/2015	<a href="#">LAM7202</a> ADVANTIS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 50.6667 12 50.6667	1216 \$156.50
600 E WEDDELL DR SP 117 SUNNYVALE	10/17/1990 GOLDEN WEST HM GOLDEN WEST	\$99,000.00 <b>\$205,000.00</b> 07/01/2015	<a href="#">LAR9261</a> PAM'S HOMES, INC.	12 52 12 52	1248 \$164.26
	Original	Resale			
Total	\$1,277,221.00	\$1,951,706.00			
Average	\$141,913.44	\$216,856.22			
Max	\$279,000.00	\$279,000.00			
Min	\$89,750.00	\$170,000.00			
Avg \$SqFt	\$107.07	\$162.52			
Avg SqFt	1344	1344			
Number of records	9				

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **FOX HOLLOW MHP**

Report date : 6/30/2016

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 SP 87 SUNNYVALE	02/12/2016 SKYLINE HOMES INC BROOKSTONE	\$332,500.00 <b>\$332,500.00</b> 04/06/2016	<a href="#">LBM7045</a> ADVANTIS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 59 15.1667 59	1789.67 \$185.79
690 PERSIAN DR SP 60 SUNNYVALE	00/00/1978 LANCER LANCER	\$34,199.00 <b>\$165,000.00</b> 03/25/2016	<a href="#">ABI7307</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	12 64 12 64	1536 \$107.42
690 PERSIAN DR SP 29 SUNNYVALE	00/00/1977 LANCER LANCER	\$32,500.00 <b>\$155,000.00</b> 02/29/2016	<a href="#">AAN8292</a> PO PAM'S HOMES, INC.	12 64 12 64	1536 \$100.91
690 PERSIAN DR SP 16 SUNNYVALE	00/00/1977 BENDIX BENDIX	\$18,100.00 <b>\$159,000.00</b> 12/08/2015	<a href="#">LBM4523</a> GLOBAL CREDIT UNION PAM'S HOMES, INC.	12 60 12 60	1440 \$110.42
690 PERSIAN DR SP 8 SUNNYVALE	09/08/2015 CMH MANUFACTURING WEST INC KARSTEN	\$319,000.00 <b>\$319,000.00</b> 11/13/2015	<a href="#">LBM5463</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	14.8333 58 14.8333 58	1720.67 \$185.39
690 PERSIAN DR SP 65 SUNNYVALE	00/00/1977 SKYLINE RAMADA	\$36,700.00 <b>\$169,000.00</b> 10/27/2015	<a href="#">AAY1840</a> CUFBL DIV OF SAN ANTONIO FEDER	12 60 12 60 10 28	1720 \$98.26
690 PERSIAN DR SP 33 SUNNYVALE	01/18/2002 DELAWARE WESTERN HOMES CORP SILVERCREST	\$141,500.00 <b>\$160,000.00</b> 08/28/2015	<a href="#">LBD5617</a> 21ST MORTGAGE CORPORATION ALLIANCE MANUFACTURED HOMES INC	12 52 12 52	1248 \$128.21
	<b>Original</b>	<b>Resale</b>			
<b>Total</b>	\$914,499.00	\$1,459,500.00			
<b>Average</b>	\$130,642.71	\$208,500.00			
<b>Max</b>	\$332,500.00	\$332,500.00			
<b>Min</b>	\$18,100.00	\$155,000.00			
<b>Avg \$SqFt</b>	\$80.27	\$130.91			
<b>Avg SqFt</b>	1570	1570			
<b>Number of records</b>	<b>7</b>				

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**Santiago Financial, Inc. - COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **GARDEN CITY TP**

Report date : 6/30/2016

Park Address : 1309 OLD OAKLAND RD  
SAN JOSE, CA 95112[See a Problem? Send us an Error Report.](#)

Spaces : 0

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **IMPERIAL SAN JOSE MOBILE ESTATES**

Report date : 6/30/2016

Park Address : 5770 WINFIELD  
SAN JOSE, CA 95123[See a Problem? Send us an Error Report.](#)

Spaces : 174

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
5770 WINFIELD BLVD SP 7 SAN JOSE	02/01/2008 DELAWARE WESTERN HOMES CORP SILVERCREST	\$200,000.00 <b>\$288,000.00</b> 04/25/2016	<a href="#">LBK3434</a> PAM'S HOMES, INC.	13.5 57.6667 13.5 50.6667	1462.5 \$196.92
5770 WINFIELD BLVD SP 56 SAN JOSE	09/10/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$133,850.00 <b>\$274,995.00</b> 04/06/2016	<a href="#">LAW1371</a> ADVANTAGE HOMES	15.5 56 14.8333 55	1683.83 \$163.31
5770 WINFIELD BLVD SP 162 SAN JOSE	01/27/2016 SKYLINE HOMES INC BROOKSTONE	\$367,500.00 <b>\$367,500.00</b> 03/14/2016	<a href="#">LBM6761</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 61.6667 15.1667 61.6667	1870.56 \$196.47
5770 WINFIELD BLVD SP 38 SAN JOSE	04/02/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$141,317.00 <b>\$269,000.00</b> 01/25/2016	<a href="#">LAZ2792</a> MAPS CREDIT UNION PAM'S HOMES, INC.	15.5 60 14.8333 60	1820 \$147.80
5770 WINFIELD BLVD SP 27 SAN JOSE	04/24/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$261,000.00 <b>\$290,000.00</b> 01/14/2016	<a href="#">LBI4059</a>	15.5 60 14.8333 60	1820 \$159.34
5770 WINFIELD BLVD SP 50 SAN JOSE	11/16/2015 SKYLINE HOMES INC BROOKSTONE	\$320,146.00 <b>\$320,146.00</b> 01/13/2016	<a href="#">LBM6317</a> ALLIANCE MANUFACTURED HOMES INC	12 57.3333 12 60	1408 \$227.38
5770 WINFIELD BLVD SP 3 SAN JOSE	11/13/1997 DELAWARE WESTERN HOMES CORP SILVERCREST	\$87,500.00 <b>\$287,000.00</b> 10/27/2015	<a href="#">LAY8864</a> ADVANTAGE HOMES	13.5 62 12.8333 62	1632.67 \$175.79
5770 WINFIELD BLVD SP 12 SAN JOSE	06/05/2002 CHAMPION HOME BUILDERS COMPANY BAYSHORE	\$189,000.00 <b>\$301,000.00</b> 10/16/2015	<a href="#">LBE1372</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	14 61 14 61	1708 \$176.23
5770 WINFIELD BLVD 37 SAN JOSE	12/04/1998 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$145,000.00 <b>\$295,000.00</b> 09/30/2015	<a href="#">LAZ1729</a> ADVANTAGE HOMES	13.5 61.3333 13.5 61.3333	1656 \$178.14
5770 WINFIELD BLVD SP 19	09/11/2012 CMH MANUFACTURING WEST INC KARSTEN	\$167,236.00 <b>\$279,000.00</b> 09/23/2015	<a href="#">LBL3691</a> CUFBL A DIV OF SAN ANTONIO FED	11.8333 62 11.8333 62	1467.33 \$190.14



SAN JOSE

REALTY WORLD TODD  
SU & COMPANY, INC.

5770	07/14/2015	\$332,862.00	<a href="#">LBM4862</a>	13.3333 57	1560
WINFIELD	CHAMPION HOME BUILDERS INC	<b>\$332,862.00</b>	DAKOTA LOANS INC	13.3333 60	\$213.37
BLVD SP 128	SILVERCREST	08/31/2015	ADVANTAGE HOMES		
SAN JOSE					

	Original	Resale
<b>Total</b>	\$2,345,411.00	\$3,304,503.00
<b>Average</b>	\$213,219.18	\$300,409.36
<b>Max</b>	\$367,500.00	\$367,500.00
<b>Min</b>	\$87,500.00	\$269,000.00
<b>Avg \$SqFt</b>	\$130.94	\$184.08
<b>Avg SqFt</b>	1644	1644
<b>Number of records</b>	<b>11</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **LAMPLIGHTER MH PARK**

Report date : 6/30/2016

Park Address : 4201 N FIRST ST  
SAN JOSE, CA 95134[See a Problem? Send us an Error Report.](#)

Spaces : 265

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
330 MANDOLIN DR SAN JOSE	12/20/1997 FLEETWOOD HOMES CA INC SUNCREST	\$88,285.00 <b>\$139,000.00</b> 05/13/2016	<a href="#">LAY5977</a> ALLIANCE MANUFACTURED HOMES INC	11.75 52 11.75 48	1175 \$118.30
4201 N FIRST ST SP 340 SAN JOSE	05/31/2006 SKYLINE HOMES INC SUMMERHILL	\$55,980.00 <b>\$25,000.00</b> 02/23/2016	<a href="#">LBK6091</a>	10 58.6667 10 58.6667	1173.33 \$21.31
470 SUMMERLAND DR SAN JOSE	07/17/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$85,857.00 <b>\$139,000.00</b> 01/25/2016	<a href="#">LAY3429</a>	13.5 56 12.8333 50.6667	1406.22 \$98.85
417 PINEFIELD RD SAN JOSE	12/14/1987 BAYSHORE HOMES CALIF INC BAYSHORE HOMES	\$67,300.00 <b>\$125,000.00</b> 12/30/2015	<a href="#">LAH6386</a>	12 66 12 66	1584 \$78.91
479 SUMMERLAND DR SAN JOSE	00/00/1975 SKYLINE SKYLINE	\$20,100.00 <b>\$145,000.00</b> 11/10/2015	<a href="#">LAL3595</a>	12 60 12 60	1440 \$100.69
460 PINEFIELD RD SAN JOSE	04/21/2014 CMH MANUFACTURING WEST INC KARSTEN	\$184,000.00 <b>\$245,000.00</b> 09/28/2015	<a href="#">LBL9723</a>	11.8333 58 11.8333 58	1372.67 \$178.48
523 LISA LN SAN JOSE	09/04/2015 CHAMPION HOME BUILDERS SUNRISE	\$64,658.00 <b>\$64,658.00</b> 09/10/2015	<a href="#">LBM6410</a>	13.3333 48 13.3333 48	1280 \$50.51
386 PINEFIELD DR SAN JOSE	00/00/1973 PARKMANOR PARKMANOR	\$16,100.00 <b>\$144,000.00</b> 09/04/2015	<a href="#">LAK3473</a> ADVANTAGE HOMES	12 56 12 56	1344 \$107.14
543 SOUTHBAY DRIVE SAN JOSE	00/00/1972 CHAMPION CHAMPION	\$11,700.00 <b>\$134,000.00</b> 08/25/2015	<a href="#">ABE1589</a> ADVANTAGE HOMES	12 60 12 60	1440 \$93.06
4201 N FIRST ST SP 464 SAN JOSE	09/23/2014 CAVCO INDUSTRIES INC CAVCO	\$189,900.00 <b>\$189,900.00</b> 08/21/2015	<a href="#">LBM5032</a> SSM INVESTMENTS INC CALIFORNIA HOUSING SALES	11.5833 58 11.5833 58	1343.67 \$141.33
329 MANDOLIN DR SAN JOSE	05/01/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$114,745.00 <b>\$177,000.00</b> 08/19/2015	<a href="#">LAW6242</a> ADVANTAGE HOMES	13.5 66.6667 12.8333 65.3333	1738.44 \$101.82
4201 N FIRST ST SP 510 SAN JOSE	01/22/1997 FLEETWOOD HM SUNCREST	\$96,885.00 <b>\$42,500.00</b> 08/07/2015	<a href="#">LAW1376</a> REALTY WORLD TODD SU & COMPANY, INC.	12.8333 52 12.8333 52	1334.67 \$31.84
346 MANDOLIN DR SAN JOSE	00/00/1973 WESTERN	\$20,500.00 <b>\$120,000.00</b> 07/29/2015	<a href="#">LAI4325</a>	12 61 12 61	1464 \$81.97

	Original	Resale
<b>Total</b>	\$1,016,010.00	\$1,690,058.00
<b>Average</b>	\$78,154.62	\$130,004.46
<b>Max</b>	\$189,900.00	\$245,000.00
<b>Min</b>	\$11,700.00	\$25,000.00
<b>Avg \$SqFt</b>	\$56.84	\$92.63
<b>Avg SqFt</b>	1392	1392
<b>Number of records</b>	<b>13</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **MAGIC SANDS**

Report date : 6/30/2016

Park Address : 165 BLOSSOM HILL RD  
SAN JOSE, CA 95123[See a Problem? Send us an Error Report.](#)

Spaces : 541

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
165 BLOSSOM HILL RD SP 64 SAN JOSE	10/17/2002 DELAWARE WESTERN HOMES CORP SILVERCREST	\$140,000.00 <b>\$198,000.00</b> 05/05/2016	<a href="#">LBE5583</a> ADVANTAGE HOMES	12 64 10 58	1348 \$146.88
165 BLOSSOM HILL RD SP 540 SAN JOSE	00/00/1976 FARWEST HOMES INC FARWEST	\$24,500.00 <b>\$185,000.00</b> 04/21/2016	<a href="#">AAV6649</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	12 62 12 62	1488 \$124.33
165 BLOSSOM HILL RD SP 344 SAN JOSE	12/04/2014 CHAMPION HOME BUILDERS INC CAL ADVANTAGE	\$275,000.00 <b>\$275,000.00</b> 04/08/2016	<a href="#">LBM7057</a> ALTIER CREDIT UNION ISAOA ADVANTAGE HOMES	14.3333 59 14.3333 59	1691.33 \$162.59
165 BLOSSOM HILL RD SP 336 SAN JOSE	06/07/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$175,902.00 <b>\$295,500.00</b> 03/30/2016	<a href="#">LBH6702</a> REALTY WORLD TODD SU & COMPANY, INC.	11.8333 56 9.83333 56 11.8333 48	1781.33 \$165.89
165 BLOSSOM HILL RD SP 69 SAN JOSE	HILLCREST	\$16,100.00 <b>\$140,000.00</b> 03/22/2016	<a href="#">AAC1117</a>	10 56 10 56	1120 \$125.00
165 BLOSSOM HILL RD SP 370 SAN JOSE	06/29/2010 CHAMPION HOME BUILDERS COMPANY CALIFORNIA ADVANTAGE LTD	\$136,000.00 <b>\$249,000.00</b> 03/17/2016	<a href="#">LBK6466</a> MAPS CREDIT UNION ADVANTAGE HOMES	13.3333 56 13.3333 56	1493.33 \$166.74
541 LILY ANN WAY SAN JOSE	00/00/1977 LEXINGTON IND LEXINGTON	\$26,900.00 <b>\$200,000.00</b> 03/10/2016	<a href="#">ABE9961</a> 21ST MORTGAGE CORP	12 60 12 60	1440 \$138.89
165 BLOSSOM HILL RD SP 340 SAN JOSE	11/18/2015 SKYLINE HOMES INC BROOKSTONE	\$299,000.00 <b>\$299,000.00</b> 01/20/2016	<a href="#">LBM6178</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 61 15.1667 58.3333	1809.89 \$165.20
448 LILY ANN WAY SAN JOSE	11/28/2007 DELAWARE WESTERN HOMES CORP SILVERCREST	\$250,000.00 <b>\$280,000.00</b> 01/15/2016	<a href="#">LBJ6323</a> COMMUNITY WEST BANK NA ADVANTAGE HOMES	11.8333 61.3333 9.83333 61.3333 11.8333 61.3333	2054.67 \$136.28
165 BLOSSOM HILL RD SP 523 SAN JOSE	00/00/1977 GOLDENWEST SUNNYBROOK	\$16,500.00 <b>\$167,000.00</b> 12/16/2015	<a href="#">AAU2344</a> 21ST MORTGAGE CORPORATION ADVANTAGE HOMES	12 56 12 56	1344 \$124.26
165 BLOSSOM HILL RD SP 56 SAN JOSE	00/00/1979 SKYLINE SKYLINE	\$24,500.00 <b>\$169,000.00</b> 12/08/2015	<a href="#">LAX8909</a> CUFBL DIV OF SAN ANTONIO FEDER PROGRESSIVE HOUSING INVESTMENTS	10 57 10 57	1140 \$148.25

165 BLOSSOM HILL RD SP 284 SAN JOSE	08/06/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$139,000.00 <b>\$189,000.00</b> 11/20/2015	<a href="#">LBG5130</a> CUFBL DIV OF SAN ANTONIO FEDE	11.8333 53.3333 1100.5 11.8333 39.6667 \$171.74	
165 BLOSSOM HILL RD SP 94 SAN JOSE	00/00/1971 CHAMPION MANATEE	\$4,499.00 <b>\$40,000.00</b> 11/09/2015	<a href="#">LAE4605</a> REALTY WORLD TODD SU & COMPANY, INC.	12 50 600 \$66.67	
512 OLIVIAN DR SAN JOSE	00/00/1977 CELTIC BAYWOOD	\$22,100.00 <b>\$168,000.00</b> 10/23/2015	<a href="#">LAU5971</a> NGUYEN REALTY WORLD TODD SU & COMPANY, INC.	12 56 12 56 1344 \$125.00	
165 BLOSSOM HILL RD SP 79 SAN JOSE	04/09/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$199,900.00 <b>\$199,900.00</b> 10/16/2015	<a href="#">LBM5344</a> MAPS CREDIT UNION ADVANTAGE HOMES	10 55 10 54 1090 \$183.39	
165 BLOSSOM HILL RD SP 42 SAN JOSE	00/00/1966 KAUFMAN/BROAD BILTMORE	\$8,100.00 <b>\$87,000.00</b> 10/13/2015	<a href="#">LAR3166</a>	10 56 10 56 1120 \$77.68	
165 BLOSSOM HILL RD 502 SAN JOSE	00/00/1977 BILTMORE BILTMORE	\$26,500.00 <b>\$145,000.00</b> 09/30/2015	<a href="#">LBH5709</a>	12 52 12 52 1248 \$116.19	
165 BLOSSOM HILL RD SP 87 SAN JOSE	10/01/1997 DELAWARE WESTERN HOMES CORP SILVERCREST	\$99,900.00 <b>\$182,000.00</b> 09/29/2015	<a href="#">LAY9249</a> ALTIER CREDIT UNION ISAOA ADVANTAGE HOMES	12 56 12 50.6667 1280 \$142.19	
165 BLOSSOM HILL RD SP 17 SAN JOSE	01/06/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$125,000.00 <b>\$175,000.00</b> 09/14/2015	<a href="#">LBA7029</a> PROPERTY FINANCIAL SERVICES LL	12.8333 56 12.8333 50 1360.33 \$128.64	
165 BLOSSOM HILL RD SP 375 SAN JOSE	00/00/1968 VIKING	\$20,199.00 <b>\$166,000.00</b> 09/11/2015	<a href="#">LAZ1174</a> 21ST MORTGAGE AND/OR ITS SUCCE REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60 1440 \$115.28	
532 FLORENTINE DR SAN JOSE	00/00/1977 MADISON MADISON	\$28,100.00 <b>\$159,000.00</b> 09/01/2015	<a href="#">AAX1944</a> 21ST MORTGAGE CORP REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60 1440 \$110.42	
165 BLOSSOM HILL RD SP 300 SAN JOSE	00/00/1967 FLEETWOOD FLEETWOOD	\$3,900.00 <b>\$50,000.00</b> 08/17/2015	<a href="#">ABJ9762</a>	11 37 407 \$122.85	
165 BLOSSOM HILL RD SP 379 SAN JOSE	00/00/1970 REDMAN NEW MOON	\$14,900.00 <b>\$150,000.00</b> 08/17/2015	<a href="#">LAY3492</a> 21ST MORTGAGE CORP REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60 1440 \$104.17	
165 BLOSSOM HILL RD SP 113 SAN JOSE	05/07/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$129,000.00 <b>\$189,900.00</b> 08/14/2015	<a href="#">LBB1826</a> 21ST MORTGAGE CORP ADVANTAGE HOMES	13.5 58.6667 12.8333 56 1510.67 \$125.71	
165 BLOSSOM HILL RD SP 212 SAN JOSE	08/13/1993 FLEETWOOD HM INC SPRING HILL	\$42,300.00 <b>\$125,000.00</b> 08/12/2015	<a href="#">LAS7813</a> CUFBL DIV OF SAN ANTONIO FEDE ADVANTAGE HOMES	10 48 10 48 960 \$130.21	

165 BLOSSOM HILL RD SP 150 SAN JOSE	06/23/1998 FLEETWOOD HOMES CA INC SUNCREST	\$134,900.00 <b>\$160,000.00</b> 08/05/2015	<a href="#">LAZ2014</a>	11.75 56 11.75 52	1269 \$126.08
165 BLOSSOM HILL RD 83 SAN JOSE	08/13/1999 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$118,900.00 <b>\$177,000.00</b> 07/29/2015	<a href="#">LBB3009</a> 21ST MORTGAGE CORPORATION	11.8333 57.25 11.8333 56	1340.12 \$132.08
165 BLOSSOM HILL RD SP 231 SAN JOSE	05/26/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$117,800.00 <b>\$50,000.00</b> 07/20/2015	<a href="#">LAY8496</a> GONZALEZ	13.5 50 12.8333 48	1291 \$38.73
402 LILY ANN WY SAN JOSE	00/00/1977 GOLDEN WEST CALYPSO	\$22,500.00 <b>\$145,000.00</b> 07/16/2015	<a href="#">AAN2049</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	12 56 12 56	1344 \$107.89
537 FLORENTINE DR SAN JOSE	00/00/1978 MADISON MADISON	\$25,700.00 <b>\$135,000.00</b> 07/13/2015	<a href="#">ABG7404</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$93.75
401 LILY ANN WAY SAN JOSE	00/00/1977 MADISON	\$17,300.00 <b>\$139,000.00</b> 07/06/2015	<a href="#">LAE4786</a> 21ST MORTGAGE CORPORATION	12 48 12 48	1152 \$120.66
	<b>Original</b>	<b>Resale</b>			
<b>Total</b>	\$2,684,900.00	\$5,289,300.00			
<b>Average</b>	\$86,609.68	\$170,622.58			
<b>Max</b>	\$299,000.00	\$299,000.00			
<b>Min</b>	\$3,900.00	\$40,000.00			
<b>Avg \$SqFt</b>	\$60.56	\$127.21			
<b>Avg SqFt</b>	1319	1319			
<b>Number of records</b>	<b>31</b>				

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**Santiago Financial, Inc. - COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **MILL POND 2**

Report date : 6/30/2016

Park Address : 2411 CANOAS GARDEN AVE  
SAN JOSE, CA 95113[See a Problem? Send us an Error Report.](#)

Spaces : 52

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **MILL POND**

Report date : 6/30/2016

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
588 MILLPOND DR SAN JOSE	00/00/1978 DUALWIDE DUALWIDE	\$42,100.00 <b>\$135,000.00</b> 04/14/2016	<a href="#">AAE7806</a> ADVANTAGE HOMES	12 60 12 60	1440 \$93.75
403 MILLPOND DR SAN JOSE	00/00/1978 LA JOLLA	\$42,900.00 <b>\$100,000.00</b> 02/29/2016	<a href="#">AAN2079</a> ALLIANCE MANUFACTURED HOMES INC	12 45 12 63 12 20	1536 \$65.10
454 MILL POND DR SAN JOSE	00/00/1978 SKYLINE BUDDY	\$22,900.00 <b>\$195,000.00</b> 02/22/2016	<a href="#">AAT1017</a> 21ST MORTGAGE CORPORATION	12 68 12 68	1632 \$119.49
330 MILL POND DR SAN JOSE	SILVERCREST	\$35,900.00 <b>\$169,500.00</b> 02/18/2016	<a href="#">LAG2287</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 60 10 30	1740 \$97.41
734 MILL STREAM DR SAN JOSE	07/27/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$117,000.00 <b>\$180,000.00</b> 02/12/2016	<a href="#">LAZ2299</a> ALLIANCE MANUFACTURED HOMES INC	11.8333 64 11.8333 56	1420 \$126.76
432 MILL POND DR SAN JOSE	00/00/1978 SUPER MANOR SUPER MANOR	\$35,700.00 <b>\$163,000.00</b> 12/18/2015	<a href="#">AAC6273</a> 21ST MORTGAGE CORPORATION	12 62 12 62	1488 \$109.54
440 MILL POND DR SAN JOSE	03/13/2007 DELAWARE WESTERN HOMES CORP SILVERCREST	\$250,000.00 <b>\$157,338.00</b> 12/03/2015	<a href="#">LBJ2297</a> 21ST MORTGAGE CORP	11.8333 58 9.8333 58 11.8333 48	1824.67 \$86.23
723 MILLSTREAM DR SAN JOSE	00/00/1978 LNCR	\$32,300.00 <b>\$64,000.00</b> 11/30/2015	<a href="#">ABJ9857</a>	12 60 12 60	1440 \$44.44
608 MILL POND DR SAN JOSE	00/00/1977 GOLDEN WEST SUNNYBROOK	\$22,100.00 <b>\$125,500.00</b> 10/30/2015	<a href="#">AAM4830</a>	12 52 12 52	1248 \$100.56
521 MILLPOND DR SAN JOSE	09/09/2015 SKYLINE HOMES INC BROKOSTONE	\$321,150.00 <b>\$321,150.00</b> 10/27/2015	<a href="#">LBM5307</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 59.6667 15.1667 59.6667	1809.89 \$177.44
3 JOHN MILLS DR SOLEDAD	00/00/1979 SILVERCREST SIGNATURE	\$32,300.00 <b>\$12,000.00</b> 10/22/2015	<a href="#">AAW7948</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 60 10 32	1760 \$6.82
415 MILL POND DR					



SAN JOSE	00/00/1978 GUERDON IMMOBILE II	\$33,900.00 <b>\$185,000.00</b> 09/15/2015	<a href="#">AAV7457</a> WATSON	12 63 12 63	1512 \$122.35
426 MILLPOND DR SAN JOSE	00/00/1979 GOLDEN WEST WESTWOOD	\$32,500.00 <b>\$186,000.00</b> 09/11/2015	<a href="#">AAX2345</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$129.17
446 MILLPOND DR SAN JOSE	00/00/1977 BARON HMS VILLA SANTANA	\$22,500.00 <b>\$184,000.00</b> 08/24/2015	<a href="#">LAI2472</a> ADVANTAGE HOMES	12 60 12 60 10 60	2040 \$90.20
	<b>Original</b>	<b>Resale</b>			
<b>Total</b>	\$1,043,250.00	\$2,177,488.00			
<b>Average</b>	\$74,517.86	\$155,534.86			
<b>Max</b>	\$321,150.00	\$321,150.00			
<b>Min</b>	\$22,100.00	\$12,000.00			
<b>Avg \$SqFt</b>	\$44.80	\$97.80			
<b>Avg SqFt</b>	1595	1595			
<b>Number of records</b>	<b>14</b>				

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **MOFFETT MHP**

Report date : 6/30/2016

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 27 MOUNTAIN VIEW	08/23/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$125,000.00 <b>\$165,000.00</b> 03/14/2016	<a href="#">LBB9557</a> CUFBL DIV OF SAN ANTONIO FEDE ADVANTAGE HOMES	9.83333 38 9.83333 38.1667	748.97 \$220.30
440 MOFFETT BLVD 108 MOUNTAIN VIEW	10/20/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$151,097.00 <b>\$280,000.00</b> 11/24/2015	<a href="#">LBC3214</a>	12 56 12 51	1284 \$218.07
440 MOFFETT BLVD SP 56 MOUNTAIN VIEW	05/29/2001 SKYLINE HOMES INC LAURELWOOD	\$124,900.00 <b>\$164,000.00</b> 10/07/2015	<a href="#">LBD2463</a> CENTRAL WILLAMETTE COMMUNITY C ADVANTAGE HOMES	16 50	800 \$205.00
440 MOFFETT BLVD SP 28 MOUNTAIN VIEW	09/09/2005 PALM HARBOR HOMES INC PALM HARBOR	\$102,000.00 <b>\$195,000.00</b> 09/10/2015	<a href="#">LBI6197</a> ADVANTAGE HOMES	9.83333 34 9.83333 44	767 \$254.24
440 MOFFETT MOBILE SP 96 MOUNTAIN VIEW	06/11/2015 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$139,000.00 <b>\$139,000.00</b> 07/30/2015	<a href="#">LBM4662</a> DAKOTA LOANS INC ADVANTAGE HOMES	14.3333 45	645 \$215.50

	Original	Resale
<b>Total</b>	\$641,997.00	\$943,000.00
<b>Average</b>	\$128,399.40	\$188,600.00
<b>Max</b>	\$151,097.00	\$280,000.00
<b>Min</b>	\$102,000.00	\$139,000.00
<b>Avg \$SqFt</b>	\$157.84	\$222.62
<b>Avg SqFt</b>	849	849
<b>Number of records</b>	<b>5</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **MOORPARK MHP**

Report date : 6/30/2016

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 WAY SP 89 MOUNTAIN VIEW	10/31/2005 CHAMPION HOME BUILDERS COMPANY BAYSHORE II	\$138,098.00 <b>\$233,000.00</b> 03/18/2016	<a href="#">LBI2848</a> ALLIANCE MANUFACTURED HOMES INC	9.83333 58.6667 9.83333 58.6667	1153.78 \$201.95
501 MOORPARK WAY SP 34 MOUNTAIN VIEW	10/28/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$124,900.00 <b>\$234,000.00</b> 01/22/2016	<a href="#">LBA4306</a> CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	9.83333 56 9.83333 46	1003 \$233.30
501 MOORPARK WAY SP 113 MOUNTAIN VIEW	11/23/2015 SKYLINE HOMES INC BROOKSTONE	\$279,000.00 <b>\$279,000.00</b> 01/22/2016	<a href="#">LBM6210</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	10 67 10 63	1300 \$214.62
6601 EUCALYPTUS DR SP 282 BAKERSFIELD	00/00/1977 SKYLINE SKYLINE	\$6,900.00 <b>\$10,000.00</b> 12/03/2015	<a href="#">LAV6051</a> FST INTERSTATE BK ALLIANCE MANUFACTURED HOMES INC	10 40 10 40	800 \$12.50
501 MOORPARK AVE #13 MOUNTAIN VIEW	12/31/2002 FLEETWOOD HOMES CA INC SUNCREST	\$119,000.00 <b>\$265,000.00</b> 11/04/2015	<a href="#">LBG4147</a> ADVANTAGE HOMES	9.83333 56 9.83333 56	1101.33 \$240.62
501 MOORPARK WY SP 127 MOUNTAIN VIEW	08/07/2008 SKYLINE HOMES INC WESTBROOK ELITE	\$150,000.00 <b>\$249,000.00</b> 10/09/2015	<a href="#">LBJ9125</a> ALLIANCE MANUFACTURED HOMES INC	10 58.6667 10 58.6667	1173.33 \$212.22
501 MOORPARK WAY SP 35 MOUNTAIN VIEW	06/22/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$118,300.00 <b>\$205,000.00</b> 07/15/2015	<a href="#">LAZ9865</a> ADVANTIS CREDIT UNION PAM'S HOMES, INC.	9.83333 55 9.83333 44	973.5 \$210.58
501 MOORPARK WAY SP 98 MOUNTAIN VIEW	04/01/2015 CHAMPION HOME BUILDERS INC SDVS II	\$246,875.00 <b>\$246,875.00</b> 07/06/2015	<a href="#">LBM4373</a> SUPERIOR CHOICE CREDIT UNION ADVANTAGE HOMES	9.83333 60 9.83333 60	1180 \$209.22

	Original	Resale
<b>Total</b>	\$1,183,073.00	\$1,721,875.00
<b>Average</b>	\$147,884.12	\$215,234.38
<b>Max</b>	\$279,000.00	\$279,000.00
<b>Min</b>	\$6,900.00	\$10,000.00
<b>Avg \$SqFt</b>	\$129.26	\$191.88
<b>Avg SqFt</b>	1086	1086
<b>Number of records</b>	<b>8</b>	

Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **MOSS CREEK MH COMMUNITY**

Report date : 6/30/2016

Park Address : 2929 ABORN SQUARE RD  
SAN JOSE, CA 95121[See a Problem? Send us an Error Report.](#)

Spaces : 107

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
2812 MOSS HOLLOW DR SAN JOSE	00/00/1977 SONORA	\$28,500.00 <b>\$146,000.00</b> 04/25/2016	<a href="#">AAY5771</a> MAPS CREDIT UNION ADVANTAGE HOMES	12 60 12 60	1440 \$101.39
2844 MOSS HOLLOW DR SAN JOSE	00/00/1979 FAR WEST HOMES INC FAR WEST	\$24,300.00 <b>\$148,000.00</b> 03/25/2016	<a href="#">LAY1763</a> CUFBL DIV OF SAN ANTONIO FEDE	11.9167 63 12 63	1506.75 \$98.22
2817 MOSS HOLLOW DR SAN JOSE	00/00/1977 BUDGER BUDGER	\$27,399.00 <b>\$136,000.00</b> 03/15/2016	<a href="#">ABH5562</a> GLOBAL CREDIT UNION REALTY WORLD TODD SU & COMPANY, INC.	12 64 12 64	1536 \$88.54
2906 MOSS HOLLOW DR SAN JOSE	00/00/1974 MID AMER VIKING	\$20,900.00 <b>\$130,000.00</b> 02/29/2016	<a href="#">AAZ2538</a> 21ST MORTGAGE CORP	12 62 12 62	1488 \$87.37
2807 MOSS HOLLOW DR SAN JOSE	00/00/1977 LANCER ROYAL LANCER	\$31,100.00 <b>\$85,000.00</b> 02/22/2016	<a href="#">AAM2076</a> ADVANTAGE HOMES	12 59 12 59 9 32	1704 \$49.88
2836 MOSS HOLLOW DR SAN JOSE	00/00/1977 REMIC IND AZTECA	\$28,700.00 <b>\$120,000.00</b> 02/03/2016	<a href="#">LAN2817</a> ADVANTAGE HOMES	10 61 12 61 12 61	2074 \$57.86
2857 MOSS HOLLOW DR SAN JOSE	00/00/1976 BENDIX PARK MANOR	\$19,300.00 <b>\$165,000.00</b> 11/05/2015	<a href="#">AAZ2470</a> 21ST MORTGAGE CORPORATION	12 60 12 60	1440 \$114.58

	Original	Resale
<b>Total</b>	\$180,199.00	\$930,000.00
<b>Average</b>	\$25,742.71	\$132,857.14
<b>Max</b>	\$31,100.00	\$165,000.00
<b>Min</b>	\$19,300.00	\$85,000.00
<b>Avg \$SqFt</b>	\$16.19	\$85.41
<b>Avg SqFt</b>	1598	1598
<b>Number of records</b>	<b>7</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **MOUNTAIN SHADOWS**

Report date : 6/30/2016

Park Address : 633 SHADOW CREEK DR  
SAN JOSE, CA 95113[See a Problem? Send us an Error Report.](#)

Spaces : 108

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
542 MOUNTAIN HOME DR SAN JOSE	00/00/1973 CLAYTON HOMES INC AMBASSADOR	\$12,500.00 <b>\$158,500.00</b> 08/31/2015	<a href="#">AAA3420</a> REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$110.07
536 MOUNTAIN HOME DR SAN JOSE	00/00/1973 WESTBROOK	\$7,700.00 <b>\$119,000.00</b> 08/31/2015	<a href="#">AAN3602</a> REALTY WORLD TODD SU & COMPANY, INC.	12 65	780 \$152.56

	Original	Resale
<b>Total</b>	\$20,200.00	\$277,500.00
<b>Average</b>	\$10,100.00	\$138,750.00
<b>Max</b>	\$12,500.00	\$158,500.00
<b>Min</b>	\$7,700.00	\$119,000.00
<b>Avg \$SqFt</b>	\$9.27	\$131.32
<b>Avg SqFt</b>	1110	1110
<b>Number of records</b>	<b>2</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **MOUNTAIN SPRINGS**

Report date : 6/30/2016

Park Address : 625 HILLSDALE AVE  
SAN JOSE, CA 95113[See a Problem? Send us an Error Report.](#)

Spaces : 144

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
108 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1977 SKYLINE CORP HILLCREST	\$20,900.00 <b>\$155,000.00</b> 03/21/2016	<a href="#">AAD2264</a> GLOBAL CREDIT UNION	12 57 12 57	1368 \$113.30
237 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1980 IMMOBILE HM	\$49,700.00 <b>\$260,000.00</b> 02/02/2016	<a href="#">ABF4598</a> 21ST MORTGAGE CORPORATION	12 63 12 63 12 63	2268 \$114.64
212 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$67,285.00 <b>\$140,000.00</b> 12/22/2015	<a href="#">LAA1934</a> CUFBL DIV OF SAN ANTONIO FEDE	12 64 12 44 10 16	1456 \$96.15
255 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1980 GOLDEN WEST HOMES IMMOBILE	\$64,500.00 <b>\$239,000.00</b> 11/20/2015	<a href="#">LAD4559</a> COMMUNITY WEST BANK N A ALLIANCE MANUFACTURED HOMES INC	12 64 12 44 16 44	2000 \$119.50
153 MOUNTAIN SPRINGS DR SAN JOSE	WOODCREST	\$20,499.00 <b>\$99,500.00</b> 11/20/2015	<a href="#">AAK2195</a>	10 56 10 56	1120 \$88.84
232 MOUNTAIN SPRINGS DR SAN JOSE	08/01/2011 CHAMPION HOME BUILDERS INC SMARTER DESIGN	\$233,784.00 <b>\$301,000.00</b> 10/13/2015	<a href="#">LBL1328</a> HERNANDEZ ALLIANCE MANUFACTURED HOMES INC	13.3333 64 13.3333 45	1453.33 \$207.11
171 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1976 GOLDEN WEST SUNNYBROOK	\$18,100.00 <b>\$153,000.00</b> 08/26/2015	<a href="#">AAS9566</a> CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	12 52 12 52	1248 \$122.60
119 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1976 GOLDEN WEST SUNNYBROOK	\$20,100.00 <b>\$163,750.00</b> 08/03/2015	<a href="#">AAV5940</a>	12 64 12 64	1536 \$106.61
219 MOUNTAIN SPRINGS DR SAN JOSE	09/17/1981 GOLDEN WEST HOMES IMMOBILE	\$61,980.00 <b>\$250,000.00</b> 07/23/2015	<a href="#">LAA3390</a>	12 64 12 64	1536 \$162.76
104 MOUNTAIN SPRINGS DR SAN JOSE	00/00/1977 LANCER HMS LANCER	\$23,300.00 <b>\$139,000.00</b> 06/30/2015	<a href="#">AAS9768</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$96.53
	Original	Resale			
<b>Total</b>	\$580,148.00	\$1,900,250.00			
<b>Average</b>	\$58,014.80	\$190,025.00			
<b>Max</b>	\$233,784.00	\$301,000.00			
<b>Min</b>	\$18,100.00	\$99,500.00			
<b>Avg \$SqFt</b>	\$37.89	\$122.80			
<b>Avg SqFt</b>	1543	1543			
<b>Number of records</b>	<b>10</b>				

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 7/13/2015 to 7/13/2016

Park Name : MURPHYS DIGGINS MHP

Report date : 7/13/2016

Park Address : 216 TOM BELL RD  
MURPHYS, CA 95247[See a Problem? Send us an Error Report.](#)

Spaces : 183

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
125 BLACK BART MURPHYS	00/00/1975 WESTERN	\$16,900.00 <b>\$65,000.00</b> 04/01/2016	<a href="#">ABF2464</a>	11 60 11 60	1320 \$49.24
216 TOM BELL 257 MURPHYS	06/27/1986 GOLDEN WEST HM HERITAGE II	\$50,915.00 <b>\$47,000.00</b> 03/07/2016	<a href="#">LAJ6607</a>	12 60 12 60	1440 \$32.64
340 TOM BELL RD SP 182 MURPHYS	00/00/1979 RAMADA RAMADA	\$30,300.00 <b>\$48,000.00</b> 02/04/2016	<a href="#">ABG9340</a>	12 60 12 60	1440 \$33.33
222 BLACK BART MURPHYS	03/29/2002 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$57,334.00 <b>\$135,000.00</b> 12/30/2015	<a href="#">LBD7620</a>	13.5 66 13.5 66	1782 \$75.76
210 BLACK BART BLVD MURPHYS	00/00/1978 BENDIX HM SYS INC BENDIX HM SYS	\$14,500.00 <b>\$60,000.00</b> 12/28/2015	<a href="#">ABD9412</a>	12 48 12 48	1152 \$52.08
168 SHEET IRON JACK MURPHYS	03/02/1983 MADISON MANUFACTURED HOU MADISON	\$29,775.00 <b>\$35,000.00</b> 11/05/2015	<a href="#">LAB6640</a>	12 52 12 52	1248 \$28.04
214 BLACK BART UNIT 214 MURPHYS	05/13/2013 CMH MANUFACTURING WEST INC KARSTEN	\$230,000.00 <b>\$230,000.00</b> 10/23/2015	<a href="#">LBM5591</a> 5 STAR HOMES	13.5 59 13.5 59 13.5 39	2119.5 \$108.52
216 TOM BELL RD SP 251 MURPHYS	08/28/1986 SILVERCREST SILVERCREST	\$55,884.00 <b>\$179,000.00</b> 08/03/2015	<a href="#">LAL3317</a>	14 66 14 66	1848 \$96.86
216 TOM BELL ROAD SP 105 MURPHYS	00/00/1978 JUERD	\$23,700.00 <b>\$18,000.00</b> 07/30/2015	<a href="#">ABA7579</a>	12 60 12 60	1440 \$12.50
178A BLACK BART MURPHYS	05/19/1989 GOLDEN WEST HM GOLDEN WEST	\$45,886.00 <b>\$20,000.00</b> 07/24/2015	<a href="#">LAP4047</a>	10 48 10 48	960 \$20.83
340 TOM BELL RD SP 142 MURPHYS	00/00/1976 FUQUA FUQUA	\$14,500.00 <b>\$20,000.00</b> 07/16/2015	<a href="#">ABE6881</a>	12 48 12 48	1152 \$17.36

	Original	Resale
<b>Total</b>	\$569,694.00	\$857,000.00
<b>Average</b>	\$51,790.36	\$77,909.09
<b>Max</b>	\$230,000.00	\$230,000.00

<b>Min</b>	\$14,500.00	\$18,000.00
<b>Avg \$SqFt</b>	\$32.13	\$47.92
<b>Avg SqFt</b>	1446	1446
<b>Number of records</b>	<b>11</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **NEW ENGLAND VILLAGE**

Report date : 6/30/2016

Park Address : 940 NEW ENGLAND VILLAGE DR  
HAYWARD, CA 94544[See a Problem? Send us an Error Report.](#)

Spaces : 415

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
29167 ROCKPORT WAY HAYWARD	00/00/1977 BARON	\$24,500.00 <b>\$133,900.00</b> 04/15/2016	<a href="#">ABG7642</a> CUFBL DIV OF SAN ANTONIO FEDE	12 60 12 60	1440 \$92.99
29321 NANTUCKET WY HAYWARD	00/00/1978 RAMADA RAMADA	\$32,000.00 <b>\$123,100.00</b> 03/31/2016	<a href="#">ABF2752</a>	12 60 12 60 10 24	1680 \$73.27
934 NORTHFIELD DR HAYWARD	01/18/2011 CHAMPION HOME BUILDERS INC SILVERCREST	\$134,755.00 <b>\$225,000.00</b> 03/31/2016	<a href="#">LBL3212</a> GEORGIA BANKING COMPANY ISAOA ADVANTAGE HOMES	13.5 60 13.5 60	1620 \$138.89
29227 WHALEBONE WY HAYWARD	00/00/1980 WESTWAY HOMES WESTWAY	\$43,100.00 <b>\$115,000.00</b> 03/15/2016	<a href="#">ABC6927</a> ADVANTAGE HOMES	12 60 12 60 10 60	2040 \$56.37
29268 HARPOON WAY HAYWARD	00/00/1980 LANCER GLENWOOD	\$26,300.00 <b>\$110,000.00</b> 03/10/2016	<a href="#">ABE4844</a>	12 56 12 56	1344 \$81.85
29441 NEW HAMPSHIRE WAY HAYWARD	MADISON MADISON	\$25,700.00 <b>\$116,000.00</b> 02/26/2016	<a href="#">AAA5132</a>	12 60 12 60	1440 \$80.56
29333 HARPOON WAY HAYWARD	00/00/1977 PACIFIC LIVING SYSTEMS SAN SIMEON	\$36,500.00 <b>\$121,000.00</b> 01/28/2016	<a href="#">ABH7786</a>	12 63 12 63	1512 \$80.03
933 NORTHFIELD DR HAYWARD	00/00/1979 GUERDON SAN SIMEON	\$39,100.00 <b>\$118,900.00</b> 01/13/2016	<a href="#">AAN2017</a> 21ST MORTGAGE CORP ADVANTAGE HOMES	12 66 12 66	1584 \$75.06
29338 MIDDLEBOROUGH WY HAYWARD	00/00/1978 MGM	\$34,100.00 <b>\$197,000.00</b> 12/29/2015	<a href="#">AAL8583</a>	12 60 12 60 10 32	1760 \$111.93
949 NORTHFIELD DR HAYWARD	00/00/1978 SKYLINE RAMADA	\$29,799.00 <b>\$112,500.00</b> 12/23/2015	<a href="#">AAM7351</a>	12 60 12 60	1440 \$78.12
29342 SANDBURG WY HAYWARD	00/00/1977 DUAL WIDE DUAL WIDE	\$30,900.00 <b>\$137,500.00</b> 12/23/2015	<a href="#">ABD5561</a> ORION FEDERAL CREDIT UNION	12 65 12 65	1560 \$88.14
29381 NANTUCKET WAY SP 96 HAYWARD	12/19/2012 CHAMPION HOME BUILDERS INC MONTEREY ESTATES	\$51,962.00 <b>\$165,000.00</b> 12/21/2015	<a href="#">LBL4497</a>	11.6667 60 11.6667 60	1400 \$117.86

958 NORTHFIELD DR	00/00/1977	\$31,300.00	<a href="#">LAY7040</a>	12 62	1808
HAYWARD	SIGNATURE	<b>\$145,000.00</b>		12 62	\$80.20
		12/21/2015		10 32	
29290 NANTUCKET WY	00/00/1978	\$38,700.00	<a href="#">ABH4964</a>	12 60	2160
		<b>\$125,000.00</b>	21ST MORTGAGE	12 60	\$57.87
HAYWARD	RAMADA	12/14/2015		12 60	
29346 MIDDLEBOROUGH WAY	11/22/1977	\$34,900.00	<a href="#">AAX6219</a>	10 23.6667	1868.67
	GOLDEN WEST	<b>\$145,000.00</b>	21ST MORTGAGE	12 68	\$77.60
HAYWARD	GOLDEN WEST	12/10/2015		12 68	
29221 HARPOON WAY	08/06/1999	\$145,900.00	<a href="#">LBA7191</a>	13.5 60	1562.89
	DELAWARE WESTERN HOMES CORP	<b>\$160,000.00</b>		12.8333 58.6667	\$102.37
HAYWARD	SILVERCREST	11/25/2015	ADVANTAGE HOMES		
29308 WHALEBONE WAY SP 8	00/00/1978	\$41,000.00	<a href="#">ABC6675</a>	11 63	2034
		<b>\$182,000.00</b>		11 63	\$89.48
HAYWARD	IMMOBILE HM	11/03/2015		18 36	
29243 WHALEBONE WAY	00/00/1979	\$37,900.00	<a href="#">AAN3654</a>	12 60	1920
	LANCER	<b>\$152,000.00</b>	ORION FEDERAL	12 60	\$79.17
HAYWARD	LANCER	09/02/2015	CREDIT UNION	10 48	
			ADVANTAGE HOMES		
29367 HARPOON WAY	00/00/1977	\$27,700.00	<a href="#">AAY1534</a>	12 52	1248
	GOLDEN WEST	<b>\$85,000.00</b>	CUFBL DIV OF SAN	12 52	\$68.11
HAYWARD	GOLDEN WEST	09/02/2015	ANTONIO FEDER		
			ADVANTAGE HOMES		
29231 WHALEBONE WAY SP 406	12/20/2012	\$51,962.00	<a href="#">LBL4324</a>	11.6667 60	1400
	CHAMPION HOME BUILDERS INC	<b>\$169,000.00</b>	CENTRAL	11.6667 60	\$120.71
HAYWARD	MONTEREY ESTATES	08/24/2015	WILLAMETTE		
			COMMUNITY CR		
			ALLIANCE		
			MANUFACTURED		
			HOMES INC		
29422 NEW HAMPSHIRE WY	00/00/1977	\$26,100.00	<a href="#">LAD7689</a>	12 60	1440
	SILVERCREST	<b>\$75,000.00</b>	CUFBL DIV OF SAN	12 60	\$52.08
HAYWARD	SHERWOOD	08/24/2015	ANTONIO FEDE		
29391 HARPOON WAY	00/00/1978	\$35,500.00	<a href="#">AAH5252</a>	12 64	2176
	BARON HOMES	<b>\$130,000.00</b>	SUPERIOR CHOICE	12 64	\$59.74
HAYWARD	VILLA SANTANA	08/18/2015	CREDIT UNION	10 64	
29103 ROCKPORT WY	00/00/1978	\$31,500.00	<a href="#">ABJ9884</a>	12 60	1440
		<b>\$65,000.00</b>		12 60	\$45.14
HAYWARD	LEXTN	08/17/2015			
953 NORTHFIELD DR	00/00/1978	\$28,100.00	<a href="#">ABH9569</a>	12 60	1440
	BENDIX	<b>\$180,000.00</b>	21ST MORTGAGE	12 60	\$125.00
HAYWARD	MANOR	08/07/2015	ADVANTAGE HOMES		
29266 WHALEBONE WY	00/00/1979	\$34,500.00	<a href="#">ABB1096</a>	12 57	1368
	LANCER	<b>\$118,000.00</b>	CUFBL DIV OF SAN	12 57	\$86.26
HAYWARD	LANCER	07/29/2015	ANTONIO FEDER		
29438 NEW HAMPSHIRE	00/00/1978	\$26,500.00	<a href="#">AAS6040</a>	12 60	1440
		<b>\$109,000.00</b>		12 60	\$75.69
HAYWARD	BENDIX	07/23/2015	ADVANTAGE HOMES		
29149 ROCKPORT WY			<a href="#">ABH8353</a>	12 56	1344
				12 56	\$73.66

HAYWARD	00/00/1978	\$24,199.00			
	FLEETWOOD	<b>\$99,000.00</b>			
		07/09/2015			
29219 WHALEBONE WAY	00/00/1980	\$21,300.00	<a href="#">LBG5107</a>	12 60	1440
		<b>\$147,500.00</b>		12 60	\$102.43
HAYWARD	HILLCREST	07/02/2015			
29248 HARPOON WY	00/00/1979	\$24,500.00	<a href="#">ABJ8211</a>	12 56	1344
	FLEETWOOD	<b>\$100,000.00</b>		12 56	\$74.40
HAYWARD	STONE RIDGE	07/02/2015			

	Original	Resale
<b>Total</b>	\$1,170,277.00	\$3,861,400.00
<b>Average</b>	\$40,354.38	\$133,151.72
<b>Max</b>	\$145,900.00	\$225,000.00
<b>Min</b>	\$21,300.00	\$65,000.00
<b>Avg \$SqFt</b>	\$25.54	\$84.31
<b>Avg SqFt</b>	1595	1595
<b>Number of records</b>	<b>29</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **NEW FRONTIER MHP**

Report date : 6/30/2016

Park Address : 325 SYLVAN AVE  
MOUNTAIN VIEW, CA 94041[See a Problem? Send us an Error Report.](#)

Spaces : 141

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
325 SYLVAN AVE SP 107 MOUNTAIN VIEW	01/28/2016 SKYLINE HOMES INC BROOKSTONE	\$259,000.00 <b>\$259,000.00</b> 03/11/2016	<a href="#">LBM6658</a> ALLIANCE MANUFACTURED HOMES INC	10 53 10 58	1110 \$233.33
325 SYLVAN AVE SP 90 MOUNTAIN VIEW	01/30/2015 SKYLINE HOMES INC BROOKSTONE	\$179,000.00 <b>\$219,000.00</b> 02/29/2016	<a href="#">LBM3155</a> PAM'S HOMES, INC.	10 56 10 40	960 \$228.12
325 SYLVAN AVE SP 42 MOUNTAIN VIEW	12/18/2015 SKYLINE HOMES INC BROOKSTONE	\$269,000.00 <b>\$269,000.00</b> 02/25/2016	<a href="#">LBM6574</a> ALLIANCE MANUFACTURED HOMES INC	10 62 12 63	1376 \$195.49
325 SYLVAN AVE SP 117 MOUNTAIN VIEW	12/17/2015 SKYLINE HOMES INC BROOKSTONE	\$309,000.00 <b>\$309,000.00</b> 02/12/2016	<a href="#">LBM6549</a> PHOENIX MANUFACTURED HOUSING G ALLIANCE MANUFACTURED HOMES INC	13.5 53 13.5 55	1458 \$211.93
15501 W EIGHT MILE RD STOCKTON	00/00/1969 GUERDON GREAT LAKE	\$4,300.00 <b>\$8,250.00</b> 02/04/2016	<a href="#">AAD2249</a>	10 40 10 40	800 \$10.31
325 SYLVAN AVE SP 136 MOUNTAIN VIEW	10/08/2015 SKYLINE HOMES INC BROOKSTONE	\$244,575.00 <b>\$244,575.00</b> 11/20/2015	<a href="#">LBM5533</a> ALLIANCE MANUFACTURED HOMES INC	10 53 12 55.5	1196 \$204.49
325 SYLVAN AVE SP 123 MOUNTAIN VIEW	07/06/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$120,000.00 <b>\$155,000.00</b> 10/07/2015	<a href="#">LBB6889</a> ALLIANCE MANUFACTURED HOMES INC	10.1667 52 10.1667 52	1057.33 \$146.60
325 SYLVAN AVE SP 86 MOUNTAIN VIEW	10/18/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$116,000.00 <b>\$175,000.00</b> 08/21/2015	<a href="#">LBG7279</a> CHEUNG	9.83333 57.6667 9.83333 51.5	1073.47 \$163.02
325 SYLVAN AVE SP 119 MOUNTAIN VIEW	06/09/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$149,000.00 <b>\$221,000.00</b> 08/17/2015	<a href="#">LBH4774</a> PAM'S HOMES, INC.	12 56 12 54	1320 \$167.42
325 SYLVAN AVE SP 62	01/07/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$100,000.00 <b>\$139,000.00</b> 07/08/2015	<a href="#">LAZ3603</a> CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE	10 52 10 52	1040 \$133.65

MOUNTAIN  
VIEWMANUFACTURED HOMES  
INC

	Original	Resale
<b>Total</b>	\$1,749,875.00	\$1,998,825.00
<b>Average</b>	\$174,987.50	\$199,882.50
<b>Max</b>	\$309,000.00	\$309,000.00
<b>Min</b>	\$4,300.00	\$8,250.00
<b>Avg \$SqFt</b>	\$146.77	\$169.44
<b>Avg SqFt</b>	1139	1139
<b>Number of records</b>	<b>10</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 7/13/2015 to 7/13/2016

Park Name : **NILES CANYON MOBILE ESTATES**

Report date : 7/13/2016

Park Address : 711 OLD CANYON RD  
FREMONT, CA 94536[See a Problem? Send us an Error Report.](#)

Spaces : 165

Address City	Mfg Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
711 OLD CANYON RD SP 84 FREMONT	00/00/1969 ROYAL WESTERNER	\$11,300.00 <b>\$7,500.00</b> 06/01/2016	<a href="#">ABE1758</a>	12 45 12 45	1080 \$6.94
711 OLD CANYON RD SP 94 FREMONT	00/00/1970 NEWPORT HM NEWPORT	\$10,500.00 <b>\$50,000.00</b> 04/05/2016	<a href="#">AAX2372</a>	12 48 12 48	1152 \$43.40
711 OLD CANYON RD SP 159 FREMONT	00/00/1972 HOLIDAY HOLIDAY	\$17,900.00 <b>\$128,800.00</b> 04/05/2016	<a href="#">AAA2107</a>	12 60 12 60	1440 \$89.44
711 OLD CANYON RD SP 47 FREMONT	00/00/1970 SIERRA SIERRA	\$15,300.00 <b>\$50,000.00</b> 03/04/2016	<a href="#">AAH5291</a>	12 60 12 60	1440 \$34.72
711 OLD CANYON RD SP 156 FREMONT	09/06/1989 SKYLINE HM INC GLEN HAVEN	\$32,520.00 <b>\$119,000.00</b> 03/03/2016	<a href="#">LAT5276</a>	12 52 12 52	1248 \$95.35
711 OLD CANYON RD SP 100 FREMONT	00/00/1969 RAMADA	\$13,399.00 <b>\$112,000.00</b> 12/31/2015	<a href="#">ABI6922</a>	12 60 12 60	1440 \$77.78
711 OLD CANYON RD SP 154 FREMONT	00/00/1972 LANCER LANCER	\$10,500.00 <b>\$85,500.00</b> 10/08/2015	<a href="#">AAF4320</a>	10 54 10 54	1080 \$79.17
711 OLD CANYON RD SP 117 FREMONT	00/00/1964 GUERDON MAYFLOWER	\$4,100.00 <b>\$74,000.00</b> 10/07/2015	<a href="#">AAP6619</a>	10 54 10 54	1080 \$68.52
711 OLD CANYON RD SP 27 FREMONT	00/00/1970 LANCER LANCER	\$7,399.00 <b>\$55,000.00</b> 10/01/2015	<a href="#">ABJ9274</a>	10 40 10 40	800 \$68.75
711 OLD CYN RD SP 69 FREMONT	00/00/1969 FLAMINGO	\$13,300.00 <b>\$70,000.00</b> 09/03/2015	<a href="#">ABE6967</a>	12 57 12 57	1368 \$51.17
711 OLD CANYON RD SP 12 FREMONT	00/00/1975 MOUNTAIN VALLEY MFG CO MOUNTAIN HM	\$20,500.00 <b>\$78,000.00</b> 08/20/2015	<a href="#">ABG2185</a>	12 60 12 60	1440 \$54.17
711 OLD CANYON RD SP 80 FREMONT	00/00/1969 MARLETTE HOMES MARLETTE	\$14,199.00 <b>\$70,000.00</b> 08/10/2015	<a href="#">ABJ9749</a>	10 56 10 56	1120 \$62.50

711 OLD CANYON RD	00/00/1966	\$3,500.00	<a href="#">AAZ2861</a>	10 51	1020
SP 25	SKYLINE CORP	<b>\$59,000.00</b>		10 51	\$57.84
FREMONT	SKYLINE	07/27/2015			

	Original	Resale
<b>Total</b>	\$174,417.00	\$958,800.00
<b>Average</b>	\$13,416.69	\$73,753.85
<b>Max</b>	\$32,520.00	\$128,800.00
<b>Min</b>	\$3,500.00	\$7,500.00
<b>Avg \$SqFt</b>	\$10.83	\$60.75
<b>Avg SqFt</b>	1208	1208
<b>Number of records</b>	<b>13</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **OLD ORCHARD MHP**

Report date : 6/30/2016

Park Address : 2135 LITTLE ORCHARD DR  
SAN JOSE, CA 95125[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
2135 LITTLE ORCHARD ST SP 30 SAN JOSE	11/25/2015 SKYLINE HOMES INC BROOKSTONE	\$43,814.00 <b>\$43,814.00</b> 02/01/2016	<a href="#">LBM6725</a> STERLING HOME SHOWCASE	10 55 10 56.6667	1116.67 \$39.24
2135 LITTLE ORCHARD ST SP 53 SAN JOSE	11/10/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$148,000.00 <b>\$60,000.00</b> 12/30/2015	<a href="#">LBC3781</a> COLBORN-HUYNH LIVING TRUST 042 REALTY WORLD-TODD SU & ASSOCIATES	12.8333 52 12.8333 47	1270.5 \$47.23
2135 LITTLE ORCHARD ST SP 62 SAN JOSE	00/00/1966 FLEETWOOD BROADMORE	\$9,300.00 <b>\$40,000.00</b> 11/23/2015	<a href="#">ABB6209</a>	10 60 10 60	1200 \$33.33
2135 LITTLE ORCHARD ST SP 14 SAN JOSE	11/12/2015 CAVCO INDUSTRIES THE HOME OUTLET	\$60,000.00 <b>\$60,000.00</b> 11/15/2015	<a href="#">LBM7085</a>	12 40 12 48	1056 \$56.82

	Original	Resale
<b>Total</b>	\$261,114.00	\$203,814.00
<b>Average</b>	\$65,278.50	\$50,953.50
<b>Max</b>	\$148,000.00	\$60,000.00
<b>Min</b>	\$9,300.00	\$40,000.00
<b>Avg \$SqFt</b>	\$55.08	\$44.16
<b>Avg SqFt</b>	1161	1161
<b>Number of records</b>	<b>4</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **PEPPER TREE ESTATES**

Report date : 6/30/2016

Park Address : 2150 S FIRST ST  
SAN JOSE, CA 95112[See a Problem? Send us an Error Report.](#)

Spaces : 273

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
4320 MONTEREY RD 15 SAN JOSE	00/00/1958 UNIVERSAL	\$1,700.00 <b>\$2,500.00</b> 06/14/2016	<a href="#">ABB7050</a>	10 52	520 \$4.81
2150 S 1ST ST SP 76 SAN JOSE	11/17/1982 GOLDEN WEST HOMES VILLA NOVA	\$29,500.00 <b>\$6,000.00</b> 04/13/2016	<a href="#">LAD4443</a> REALTY WORLD TODD SU & COMPANY, INC.	14 44	616 \$9.74
2150 MONTEREY RD SP 176 SAN JOSE	11/24/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$89,900.00 <b>\$175,000.00</b> 04/12/2016	<a href="#">LAZ1727</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	9.83333 52 9.83333 52	1022.67 \$171.12
4320 MONTEREY RD SP 27 SAN JOSE	00/00/1973 BAINBRIDGE	\$5,900.00 <b>\$30,000.00</b> 02/16/2016	<a href="#">ABB6731</a>	12 48	576 \$52.08
2150 MONTEREY RD SP 40 SAN JOSE	12/02/1998 FLEETWOOD HOMES CA INC SUNCREST	\$106,890.00 <b>\$195,000.00</b> 12/01/2015	<a href="#">LAZ3236</a> REALTY WORLD TODD SU & COMPANY, INC.	11.75 49.3333 11.75 45.3333	1112.33 \$175.31
2150 MONTEREY RD SP 218 SAN JOSE	07/05/1995 FLEETWOOD HM INC WESTFIELD	\$39,723.00 <b>\$123,500.00</b> 11/25/2015	<a href="#">LAU3830</a> LE REALTY WORLD TODD SU & COMPANY, INC.	13.3333 56	746.67 \$165.40
2150 MONTEREY RD SP 105 SAN JOSE	09/02/1983 SKYLINE CORP CARAVELLE	\$21,844.00 <b>\$137,000.00</b> 10/19/2015	<a href="#">LAD7610</a>	14 52	728 \$188.19
2150 MONTEREY RD SP 30 SAN JOSE	11/30/2000 CHAMPION HOME BUILDERS COMPANY BAYSHORE	\$119,000.00 <b>\$139,900.00</b> 09/15/2015	<a href="#">LBC3414</a> CUFBL DIV OF SAN ANTONIO FEDER REALTY WORLD TODD SU & COMPANY, INC.	15 48	720 \$194.31
2150 MONTEREY RD SP 135 SAN JOSE	08/09/1983 SKYLINE CORP CARAVELLE	\$19,737.00 <b>\$88,000.00</b> 07/15/2015	<a href="#">LAD7266</a>	12 52	624 \$141.03

	Original	Resale
<b>Total</b>	\$434,194.00	\$896,900.00
<b>Average</b>	\$48,243.78	\$99,655.56
<b>Max</b>	\$119,000.00	\$195,000.00
<b>Min</b>	\$1,700.00	\$2,500.00
<b>Avg \$SqFt</b>	\$58.39	\$122.44
<b>Avg SqFt</b>	741	741
<b>Number of records</b>	<b>9</b>	

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **PLAZA DEL REY**

Report date : 6/30/2016

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 556 SUNNYVALE	12/07/2015 CMH MANUFACTURING WEST INC CMH	\$340,888.00 <b>\$340,888.00</b> 04/15/2016	<a href="#">LBM7026</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	14.8333 60 14.8333 64	1839.33 \$185.33
1220 VIENNA DR SP 573 SUNNYVALE	00/00/1974 RAMADA RAMADA	\$22,500.00 <b>\$149,900.00</b> 04/13/2016	<a href="#">AAA8415</a> PAM'S HOMES, INC.	12 60 12 60	1440 \$104.10
1220 VIENNA DR SP 698 SUNNYVALE	02/03/2016 SKYLINE HOMES INC BROOKSTONE	\$413,908.00 <b>\$413,908.00</b> 03/31/2016	<a href="#">LBM7095</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 66 15.1667 66	2002 \$206.75
1225 VIENNA DR 451 SUNNYVALE	02/05/2016 CHAMPION HOME BUILDERS INC SILVERCREST	\$354,000.00 <b>\$354,000.00</b> 03/31/2016	<a href="#">LBM7218</a> ADVANTAGE HOMES	15.1667 59.3333 15.1667 60	1809.89 \$195.59
1225 VIENNA DR SP 402 SUNNYVALE	02/09/2001 THE ANDREW KARSTEN CO INC CLARIDGE POINTE CASTLE	\$316,970.00 <b>\$295,000.00</b> 03/25/2016	<a href="#">LBC7132</a>	12.6667 60 12.6667 60 12.6667 43.8333	2075.22 \$142.15
6601 EUCALYPTUS DR SP 291 BAKERSFIELD	00/00/1974 CLAYTON HOMES INC WOODLAND	\$16,500.00 <b>\$1,000.00</b> 03/24/2016	<a href="#">LAN3171</a> ADVANTAGE HOMES	10 54 10 54	1080 \$0.93
1220 VIENNA DR SP 461 SUNNYVALE	00/00/1973 LANCER ROYAL LANCER	\$24,199.00 <b>\$60,000.00</b> 03/18/2016	<a href="#">ABJ9675</a> ALLIANCE MANUFACTURED HOMES INC	12 64 12 64	1536 \$39.06
1225 VIENNA DR SP 587 SUNNYVALE	01/26/2016 CMH MANUFACTURING WEST INC KARSTEN	\$294,900.00 <b>\$294,900.00</b> 03/17/2016	<a href="#">LBM6655</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	14.8333 54.6667 14.8333 58.6667	1681.11 \$175.42
1220 VIENNA DR SP 575 SUNNYVALE	00/00/1973 GOLDEN CREST	\$19,700.00 <b>\$155,000.00</b> 02/23/2016	<a href="#">AAP6068</a> SOUTHWEST MOBILE HOMES LLC	12 61 12 61	1464 \$105.87
1225 VIENNA DR SP 346 SUNNYVALE	08/30/2001 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$239,441.00 <b>\$255,000.00</b> 02/19/2016	<a href="#">LBD1659</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	13.5 56 13.5 56	1512 \$168.65
1225 VIENNA DR SP 447	12/28/2015 CMH MANUFACTURING WEST INC CMH	\$289,000.00 <b>\$289,000.00</b> 02/19/2016	<a href="#">LBM6341</a> ORION FEDERAL CREDIT UNION	13.5 58.6667 13.5 54.6667	1530 \$188.89

SUNNYVALE			ALLIANCE MANUFACTURED HOMES INC		
1225 VIENNA DR SP 229 SUNNYVALE	06/23/1999 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$164,900.00 <b>\$248,000.00</b> 02/17/2016	<a href="#">LBA1638</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	13.5 56 15.5 56	1624 \$152.71
1225 VIENNA DR SP 292 SUNNYVALE	00/00/1973 SILVERCREST IND SILVERCREST	\$17,300.00 <b>\$123,000.00</b> 02/17/2016	<a href="#">AAJ6151</a> PAM'S HOMES, INC.	12 56 12 56	1344 \$91.52
1225 VIENNA DR SP 628 SUNNYVALE	00/00/1975 LANCER LANCER	\$25,700.00 <b>\$125,000.00</b> 02/04/2016	<a href="#">ABE1786</a> PAM'S HOMES, INC.	12 60 12 60	1440 \$86.81
1220 VIENNA DR SP 705 SUNNYVALE	00/00/1977 SKYLINE HILLCREST	\$20,100.00 <b>\$140,000.00</b> 02/03/2016	<a href="#">AAW7791</a> MAPS CREDIT UNION PAM'S HOMES, INC.	12 60 12 60	1440 \$97.22
1225 VIENNA DR SP 214 SUNNYVALE	01/27/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$174,500.00 <b>\$245,000.00</b> 01/22/2016	<a href="#">LBA7601</a> MAPS CREDIT UNION PAM'S HOMES, INC.	15.5 60 14.8333 56	1760.67 \$139.15
1225 VIENNA DR SP 652 SUNNYVALE	00/00/1975 CENTURION INT BUDGER	\$23,700.00 <b>\$142,000.00</b> 01/15/2016	<a href="#">AAW7992</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	12 62 12 62	1488 \$95.43
1225 VIENNA DR SP 43 SUNNYVALE	10/01/1998 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$178,352.00 <b>\$222,500.00</b> 01/15/2016	<a href="#">LAY8487</a> PAM'S HOMES, INC.	14.5 58 14.5 60	1711 \$130.04
1225 VIENNA DR SP 59 SUNNYVALE	09/25/2015 CMH MANUFACTURING WEST INC KARSTEN	\$359,000.00 <b>\$359,000.00</b> 12/23/2015	<a href="#">LBM6031</a> ALLIANCE MANUFACTURED HOMES INC	14.8333 64 14.8333 64	1898.67 \$189.08
1225 VIENNA DR SP 336 SUNNYVALE	07/31/2015 CMH MANUFACTURING WEST INC CMH	\$382,000.00 <b>\$382,000.00</b> 12/22/2015	<a href="#">LBM5968</a> ALLIANCE MANUFACTURED HOMES INC	14.8333 58.6667 14.8333 59.6667	1755.28 \$217.63
1225 VIENNA DR SP 316 SUNNYVALE	10/29/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$360,000.00 <b>\$360,000.00</b> 12/18/2015	<a href="#">LBM5967</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$202.25
1225 VIENNA DR SP 930 SUNNYVALE	07/16/1993 DELAWARE WESTERN HM CORP SILVERCREST	\$99,250.00 <b>\$224,000.00</b> 12/16/2015	<a href="#">LAS7686</a> MAPS CREDIT UNION PAM'S HOMES, INC.	11.6667 56 11.6667 48	1213.33 \$184.62
1225 VIENNA DR SP 128 SUNNYVALE	00/00/1972 SILVERCREST SILVERCREST	\$25,300.00 <b>\$39,900.00</b> 11/30/2015	<a href="#">AAJ7112</a> PHOENIX MANUFACTURED HOUSING G ALLIANCE MANUFACTURED HOMES INC	12 57 12 57	1368 \$29.17
1225 VIENNA DR SP 961 SUNNYVALE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$59,310.00 <b>\$236,800.00</b> 11/25/2015	<a href="#">LAA6823</a> GEORGIA BANKING COMPANY ISAOA PAM'S HOMES, INC.	12 63.6667 12 44	1292 \$183.28

1225 VIENNA DR SP 234 SUNNYVALE	09/22/1998 THE ANDREW KARSTEN CO INC KARSTEN VILLA	\$187,826.00 <b>\$76,793.00</b> 11/25/2015	<a href="#">LAY8626</a> HOME LOAN SERVICING	14.5 58.6667 14.5 58.6667	1701.33 \$45.14
1225 VIENNA DR SP 197 SUNNYVALE	10/27/2005 PALM HARBOR HOMES INC PALM HARBOR	\$239,000.00 <b>\$275,000.00</b> 11/24/2015	<a href="#">LBH9330</a> US BANK PAM'S HOMES, INC.	13.5 61 13.5 61	1647 \$166.97
1225 VIENNA DR SP 921 SUNNYVALE	05/18/2005 PALM HARBOR HOMES INC PALM HARBOR	\$319,000.00 <b>\$379,000.00</b> 11/24/2015	<a href="#">LBI4265</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	13.5 43 13.5 43 13.5 64	2025 \$187.16
1225 VIENNA DR SP 105 SUNNYVALE	10/06/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$380,000.00 <b>\$380,000.00</b> 11/24/2015	<a href="#">LBM5719</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	10 61 11.8333 61 10 60	1931.83 \$196.70
1220 VIENNA DR SP 568 SUNNYVALE	00/00/1973 SILVERCREST SIGNATURE	\$19,700.00 <b>\$150,000.00</b> 11/23/2015	<a href="#">AAU3127</a> PAM'S HOMES, INC.	12 61 12 61	1464 \$102.46
1225 VIENNA DR 443 SUNNYVALE	07/16/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$145,000.00 <b>\$285,000.00</b> 11/23/2015	<a href="#">LBK2583</a> ADVANTAGE HOMES	13.5 60 13.5 58.6667	1602 \$177.90
1225 VIENNA DR SP 380 SUNNYVALE	00/00/1972 DUALWIDE DUALWIDE	\$22,900.00 <b>\$130,000.00</b> 11/20/2015	<a href="#">AAY5376</a>	12 60 12 60	1440 \$90.28
1225 VIENNA DR SP 231 SUNNYVALE	04/23/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$296,000.00 <b>\$296,000.00</b> 11/06/2015	<a href="#">LBM5497</a> MAPS CREDIT UNION ADVANTAGE HOMES	13.3333 54 13.3333 54	1440 \$205.56
1225 VIENNA DR SP 925 SUNNYVALE	07/02/1981 GOLDEN WEST HOMES IMMOBILE	\$64,280.00 <b>\$270,000.00</b> 11/04/2015	<a href="#">LAA4753</a> DALEY PAM'S HOMES, INC.	12 64 12 16.1667 12 44	1490 \$181.21
1225 VIENNA DR SP 147 SUNNYVALE	08/17/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$236,000.00 <b>\$236,000.00</b> 10/08/2015	<a href="#">LBM5176</a> CENTRAL WILLAMETTE COMMUNITY C ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$132.58
1225 VIENNA DR SP 936 SUNNYVALE	00/00/1981 GOLDEN WEST HOMES IMMOBILE	\$66,750.00 <b>\$240,000.00</b> 10/01/2015	<a href="#">LAA4895</a> CUFBL DIV OF SAN ANTONIO FEDER REALTY WORLD TODD SU & COMPANY, INC.	12 64 12 44 12 16.1667	1490 \$161.07
1225 VIENNA DR 183 SAN JOSE	00/00/1972 BRIGADIER MADISON	\$6,500.00 <b>\$148,000.00</b> 09/30/2015	<a href="#">LAX7459</a> REALTY WORLD TODD SU & COMPANY, INC.	12 56 12 56	1344 \$110.12
1225 VIENNA DR SP 306 SUNNYVALE	04/30/2015 SKYLINE HOMES INC BROOKSTONE	\$349,000.00 <b>\$349,000.00</b> 09/09/2015	<a href="#">LBM4853</a> PHOENIZ MANUFACTURED HOUSING G ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$191.76
1220 VIENNA DR SP 555 SUNNYVALE	00/00/1973 LANCER LANCER	\$22,900.00 <b>\$145,000.00</b> 08/28/2015	<a href="#">AAN1784</a> PAM'S HOMES, INC.	12 61 12 61	1464 \$99.04

1225 VIENNA DR 129 SUNNYVALE	06/03/1994 DELAWARE WESTERN HM CORP SILVERCREST	\$141,723.00 <b>\$198,000.00</b> 08/24/2015	<a href="#">LAU3707</a> 21ST MORTGAGE CORP PAM'S HOMES, INC.	13.3333 60 12.6667 60	1560 \$126.92
1225 VIENNA DR SP 684 SUNNYVALE	05/23/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$325,000.00 <b>\$325,000.00</b> 08/13/2015	<a href="#">LBM4624</a> ADVANTIS CREDIT UNION ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$182.58
1225 VIENNA DR SP 58 SUNNYVALE	06/24/2015 SKYLINE HOMES INC BROOKSTONE	\$320,000.00 <b>\$320,000.00</b> 08/07/2015	<a href="#">LBM4526</a> ALLIANCE MANUFACTURED HOMES INC	15.1667 61 15.1667 58.3333	1809.89 \$176.81
1220 VIENNA DR SP 556 SUNNYVALE	00/00/1973 DUAL WIDE INC PREMIERE	\$18,300.00 <b>\$75,000.00</b> 07/30/2015	<a href="#">LBF8837</a> PAM'S HOMES, INC.	12 60 12 60	1440 \$52.08
1225 VIENNA DR SP 127 SUNNYVALE	09/28/2000 GOLDEN WEST HOMES INC GOLDEN WEST HOMES	\$74,722.00 <b>\$208,000.00</b> 07/17/2015	<a href="#">LBC2226</a> 21ST MORTGAGE CORPORATION PAM'S HOMES, INC.	13.5833 57.3333 13.5833 60	1593.78 \$130.51
1225 VIENNA DR SP 424 SUNNYVALE	05/29/2015 SKYLINE HOMES INC BROOKSTONE	\$349,000.00 <b>\$349,000.00</b> 07/16/2015	<a href="#">LBM4477</a> ADVANTIS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$191.76
1225 VIENNA DR SP 70 SUNNYVALE	04/08/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$299,000.00 <b>\$325,000.00</b> 07/15/2015	<a href="#">LBL9668</a> ORION FEDERAL CREDIT UNION PAM'S HOMES, INC.	14.8333 60.5833 14.8333 57.25	1747.86 \$185.94
1225 VIENNA DRIVE SP 405 SUNNYVALE	02/21/1992 GOLDEN WEST HM GOLDEN WEST	\$108,750.00 <b>\$189,000.00</b> 07/10/2015	<a href="#">LAR9656</a> CENTRAL WILLAMETTE COMMUNITY C PAM'S HOMES, INC.	12 56 12 60	1392 \$135.78

	Original	Resale
<b>Total</b>	\$8,212,769.00	\$10,804,589.00
<b>Average</b>	\$178,538.46	\$234,882.37
<b>Max</b>	\$413,908.00	\$413,908.00
<b>Min</b>	\$6,500.00	\$1,000.00
<b>Avg \$SqFt</b>	\$103.53	\$142.22
<b>Avg SqFt</b>	1606	1606
<b>Number of records</b>	<b>46</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : QUAIL HOLLOW MHP

Report date : 6/30/2016

Park Address : 1445 S BASCOM AVE  
SAN JOSE, CA 95128[See a Problem? Send us an Error Report.](#)

Spaces : 186

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16 QUAIL HOLLOW DR SAN JOSE	00/00/1974 DUAL WIDE DUALWIDE	\$19,300.00 <b>\$176,500.00</b> 05/13/2016	<a href="#">ABE9183</a>	12 60 12 60	1440 \$122.57
117 QUAIL HOLLOW DR SAN JOSE	06/16/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$345,000.00 <b>\$345,000.00</b> 04/08/2016	<a href="#">LBM6914</a> ADVANTAGE HOMES	14.8333 56.6667 14.8333 56.6667	1681.11 \$205.22
6 QUAIL HOLLOW DR SAN JOSE	00/00/1974 LANCER ROYAL LANCER	\$28,900.00 <b>\$125,000.00</b> 03/18/2016	<a href="#">LAK9681</a> ADVANTAGE HOMES	12 64 12 64	1536 \$81.38
106 QUAIL HOLLOW DR SAN JOSE	10/02/2015 CMH MANUFACTURING WEST INC KARSTEN	\$359,000.00 <b>\$359,000.00</b> 03/16/2016	<a href="#">LBM6656</a> ALLIANCE MANUFACTURED HOMES INC	13.5 59 14.8333 59	1671.67 \$214.76
9419 LANDRUM ST SP 13 PLYMOUTH	00/00/1975 HWRDM	\$19,399.00 <b>\$27,000.00</b> 02/01/2016	<a href="#">LBL7174</a>	12 64 12 64	1536 \$17.58
8200 JANTZEN RD SP 236 MODESTO	00/00/1973 FAR WEST FAR WEST	\$15,700.00 <b>\$24,000.00</b> 01/27/2016	<a href="#">AAV8667</a> BRUNETTI ALLIANCE MANUFACTURED HOMES INC	10 57 10 57	1140 \$21.05
81 QUAIL HOLLOW DR SAN JOSE	00/00/1974 DUAL WIDE DUALWIDE	\$24,500.00 <b>\$325,000.00</b> 12/21/2015	<a href="#">LBB1515</a>	12 64 12 64	1536 \$211.59
160 QUAIL HOLLOW DR SAN JOSE	00/00/1976 GOLDEN WEST VILLA WEST	\$14,900.00 <b>\$175,000.00</b> 12/07/2015	<a href="#">AAP5340</a>	10 52 10 52	1040 \$168.27
35 QUAIL HOLLOW DR SAN JOSE	00/00/1976 DUALWIDE DUALWIDE	\$37,400.00 <b>\$299,500.00</b> 10/30/2015	<a href="#">AAV8454</a> TAN	12 30 12 60 12 60	1800 \$166.39
114 QUAIL HOLLOW DRIVE SAN JOSE	00/00/1974 SILVERCREST SILVERCREST	\$19,300.00 <b>\$218,000.00</b> 10/26/2015	<a href="#">AAN8542</a>	12 60 12 60	1440 \$151.39
121 QUAIL HOLLOW DR SAN JOSE	00/00/1976 GOLDEN AGE GOLDEN AGE	\$28,100.00 <b>\$269,500.00</b> 09/28/2015	<a href="#">AAM4631</a>	12 62 12 62 8 62	1984 \$135.84
151 QUAIL HOLLOW DR				12 62 12 62	1488 \$131.01

SAN JOSE	00/00/1975 BUDGER HM INC BUDGER	\$24,800.00 <b>\$194,950.00</b> 09/28/2015	<a href="#">ABD1594</a> CUFBL DIV OF SAN ANTONIO FEDER		
40 QUAIL HOLLOW DR SAN JOSE	00/00/1976 LANCER ROYAL KNIGHT	\$21,399.00 <b>\$145,000.00</b> 08/11/2015	<a href="#">ABH5453</a> CUFBL DIV OF SAN ANTONIO FEDE	10 52 10 52	1040 \$139.42

	Original	Resale
<b>Total</b>	\$957,698.00	\$2,683,450.00
<b>Average</b>	\$73,669.08	\$206,419.23
<b>Max</b>	\$359,000.00	\$359,000.00
<b>Min</b>	\$14,900.00	\$24,000.00
<b>Avg \$SqFt</b>	\$45.73	\$135.88
<b>Avg SqFt</b>	1487	1487
<b>Number of records</b>	<b>13</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **RANCHO LA MESA MHP**

Report date : 6/30/2016

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 168 SUNNYVALE	00/00/1974 BOISE CASCADE WESTBROOK	\$10,500.00 <b>\$96,000.00</b> 05/05/2016	<a href="#">ABB7103</a>	10 44 10 44	880 \$109.09
1201 SYCAMORE TER SP 127 SUNNYVALE	12/10/2015 SKYLINE HOMES INC BROOKSTONE	\$107,200.00 <b>\$107,200.00</b> 02/24/2016	<a href="#">LBM6575</a> ALLIANCE MANUFACTURED HOMES INC	8.83333 40 8.83333 41	715.5 \$149.83
1201 SYCAMORE TERR SP 120 SUNNYVALE	00/00/1971 SKYLINE SKYLINE	\$5,900.00 <b>\$50,000.00</b> 01/25/2016	<a href="#">AAD2559</a> PAM'S HOMES, INC.	12 42	504 \$99.21
1201 SYCAMORE TERRACE SP 99 SUNNYVALE	10/01/1982 FLEETWOOD CROWNPOINT	\$11,993.00 <b>\$71,500.00</b> 12/22/2015	<a href="#">LAD1760</a>	14 40	560 \$127.68
1201 SYCAMORE TERRACE SUNNYVALE	09/25/2015 CMH MANUFACTURING WEST INC GOLDEN WEST	\$76,402.00 <b>\$76,402.00</b> 09/28/2015	<a href="#">LBM5441</a> CLAYTON HOMES	8 49 10 48	872 \$87.62
1201 SYCAMORE TERRACE SUNNYVALE	03/06/2000 FLEETWOOD HOMES CA INC SUNCREST	\$129,900.00 <b>\$193,000.00</b> 09/10/2015	<a href="#">LBB5708</a> 21ST MORTGAGE CORPORATION ADVANTAGE HOMES	9.83333 40 9.83333 40	786.67 \$245.34
1201 SYCAMORE TER SP 48 SUNNYVALE	03/02/1990 GOLDEN WEST HM GOLDEN WEST	\$42,000.00 <b>\$86,000.00</b> 07/29/2015	<a href="#">LAR6131</a>	14 48	672 \$127.98
1201 SYCAMORE TERRACE SP 17 SUNNYVALE	00/00/1963 MAYFLOWER	\$2,500.00 <b>\$45,000.00</b> 06/30/2015	<a href="#">ABG7582</a>	10 47	470 \$95.74

	Original	Resale
<b>Total</b>	\$386,395.00	\$725,102.00
<b>Average</b>	\$48,299.38	\$90,637.75
<b>Max</b>	\$129,900.00	\$193,000.00
<b>Min</b>	\$2,500.00	\$45,000.00
<b>Avg \$SqFt</b>	\$64.43	\$130.31
<b>Avg SqFt</b>	683	683
<b>Number of records</b>	<b>8</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : RIVER GLEN MHP

Report date : 6/30/2016

Park Address : 2150 ALMADEN RD  
SAN JOSE, CA 95125[See a Problem? Send us an Error Report.](#)

Spaces : 163

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
2150 ALMADEN RD SP 49 SAN JOSE	02/02/1989 SKYLINE HM INC SPRING BROOK	\$27,000.00 <b>\$79,900.00</b> 03/31/2016	<a href="#">LAM7164</a> GLOBAL CREDIT UNION REALTY WORLD TODD SU & COMPANY, INC.	14 52	728 \$109.75
2150 ALMADEN RD 247 SAN JOSE	00/00/1969 GREAT LAKES GREAT LAKES	\$9,300.00 <b>\$65,000.00</b> 01/15/2016	<a href="#">AAx6022</a>	10 40 10 40	800 \$81.25
2150 ALMADEN RD SP 107 SAN JOSE	00/00/1973 SKYLINE WESTBROOK	\$8,100.00 <b>\$73,000.00</b> 12/28/2015	<a href="#">ABD5463</a> ALLIED REALTY	10 42 10 42	840 \$86.90
2150 ALMADEN RD #118 SAN JOSE	04/08/1985 SKYLINE HOMES INC PALM MANOR	\$39,950.00 <b>\$89,000.00</b> 11/04/2015	<a href="#">LAH6175</a> CUFBL DIV OF SAN ANTONIO FEDE ADVANTAGE HOMES	10 43 10 48	910 \$97.80
2150 ALMADEN RD SP 149 SAN JOSE	00/00/1970 KIT GOLDEN STATE	\$9,700.00 <b>\$100,000.00</b> 10/02/2015	<a href="#">ABE9235</a>	10 43 10 43	860 \$116.28
2150 ALMADEN RD SP D SAN JOSE	00/00/1969 BUDGER BUDGER	\$12,100.00 <b>\$69,000.00</b> 08/27/2015	<a href="#">AAy5605</a>	10 54 10 54	1080 \$63.89
2150 ALMADEN RD 4 SAN JOSE	00/00/1980 MADISON MADISON	\$27,500.00 <b>\$79,000.00</b> 07/24/2015	<a href="#">LAD1835</a>	10 49 10 49	980 \$80.61
2150 ALMADEN RD SP 248 SAN JOSE	05/19/1982 GOLDEN WEST HOMES SOMERSET	\$41,248.00 <b>\$105,000.00</b> 07/17/2015	<a href="#">LAD1648</a>	10 52 10 48	1000 \$105.00

	Original	Resale
<b>Total</b>	\$174,898.00	\$659,900.00
<b>Average</b>	\$21,862.25	\$82,487.50
<b>Max</b>	\$41,248.00	\$105,000.00
<b>Min</b>	\$8,100.00	\$65,000.00
<b>Avg \$SqFt</b>	\$24.26	\$92.68
<b>Avg SqFt</b>	900	900
<b>Number of records</b>	<b>8</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : SAHARA VILLAGE MHP

Report date : 6/30/2016

Park Address : 191 E EL CAMINO REAL  
MOUNTAIN VIEW, CA 94040[See a Problem? Send us an Error Report.](#)

Spaces : 206

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
191 E EL CAMINO REAL SP 162  MOUNTAIN VIEW	02/22/2016 CHAMPION HOME BUILDERS INC SILVERCREST	\$230,000.00 <b>\$230,000.00</b> 04/15/2016	<a href="#">LBM7019</a>  ADVANTAGE HOMES	10 54 11.8333 54	1179 \$195.08
191 EL CAMINO REAL SP 210  MOUNTAIN VIEW	00/00/1970  FLEETWOOD	\$5,900.00 <b>\$110,000.00</b> 04/14/2016	<a href="#">AAG4067</a>  REALTY WORLD TODD SU & COMPANY, INC.	12 48	576 \$190.97
191 E EL CAMINO REAL SP 286  MOUNTAIN VIEW	00/00/1962 TERRA CRUISER TRAILER COACH CO TERRA CRUISER	\$4,700.00 <b>\$58,000.00</b> 04/04/2016	<a href="#">ABK1039</a>	12 56	672 \$86.31
191 E EL CAMINO REAL SP 142  MOUNTAIN VIEW	03/07/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$144,900.00 <b>\$225,000.00</b> 03/29/2016	<a href="#">LBC6425</a> 21ST MORTGAGE CORP	11.8333 56.0833 9.83333 50.6667	1161.87 \$193.65
191 E EL CAMINO REAL SP 215  MOUNTAIN VIEW	01/06/1998 SKYLINE HOMES INC OAK MANOR	\$78,398.00 <b>\$240,000.00</b> 11/13/2015	<a href="#">LBB2655</a>  REALTY WORLD TODD SU & COMPANY, INC.	10 49.3333 10 49.3333	986.67 \$243.24
191 E EL CAMINO REAL SP 112  MOUNTAIN VIEW	08/17/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$180,500.00 <b>\$180,500.00</b> 10/15/2015	<a href="#">LBM5345</a>  ADVANTAGE HOMES	10 59 10 60	1190 \$151.68
191 E EL CAMINO REAL SP 176  MOUNTAIN VIEW	07/08/2015 SKYLINE HOMES INC BROOKSTONE	\$112,318.00 <b>\$112,318.00</b> 08/28/2015	<a href="#">LBM5004</a>  ALLIANCE MANUFACTURED HOMES INC	11.8333 37 11.8333 44	958.5 \$117.18
191 E EL CAMINO REAL SP 295  MOUNTAIN VIEW	12/10/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$90,000.00 <b>\$201,000.00</b> 07/24/2015	<a href="#">LBA7920</a> ADVANTIS CREDIT UNION	9.83333 55 9.83333 46	993.17 \$202.38
191 E EL CAMINO REAL SP 196	10/19/2012 SKYLINE HOMES INC WESTBROOK ELITE	\$122,514.00 <b>\$188,000.00</b> 07/01/2015	<a href="#">LBL4077</a>	11.8333 48.3333 9.83333 48.6667	1050.5 \$178.96

MOUNTAIN  
VIEW

	Original	Resale
<b>Total</b>	\$969,230.00	\$1,544,818.00
<b>Average</b>	\$107,692.22	\$171,646.44
<b>Max</b>	\$230,000.00	\$240,000.00
<b>Min</b>	\$4,700.00	\$58,000.00
<b>Avg \$SqFt</b>	\$99.18	\$173.27
<b>Avg SqFt</b>	974	974
<b>Number of records</b>	<b>9</b>	

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**Santiago Financial, Inc. - COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **SAN JOSE TP**

Report date : 6/30/2016

Park Address : 527 MCLAUGHLIN AVE  
SAN JOSE, CA 95116[See a Problem? Send us an Error Report.](#)

Spaces : 99

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **SILVER CREEK MOBILE  
ESTATES II**

Report date : 6/30/2016

Park Address : 1520 E CAPITOL EXPY  
SAN JOSE, CA 95121[See a Problem? Send us an Error Report.](#)

Spaces : 240

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1520 E CAPITOL EXPY SP 52 SAN JOSE	10/13/2015 SKYLINE HOMES INC BROOKSTONE	\$267,000.00 <b>\$267,000.00</b> 02/17/2016	<a href="#">LBM6844</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	12 59 12 59	1416 \$188.56
1520 E CAPITOL EXPY SP 53 SAN JOSE	10/16/2015 SKYLINE HOMES INC BROOKSTONE	\$252,000.00 <b>\$252,000.00</b> 02/12/2016	<a href="#">LBM6474</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	11.8333 60 11.8333 60	1420 \$177.46
1520 E CAPITOL EXPRESSWAY SP 54 SAN JOSE	10/20/2015 SKYLINE HOMES INC BROOKSTONE	\$259,000.00 <b>\$259,000.00</b> 01/27/2016	<a href="#">LBM6273</a> ALLIANCE MANUFACTURED HOMES INC	12 60 12 57.3333	1408 \$183.95
1520 E CAPITOL EXPY SP 94 SAN JOSE	06/18/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$131,000.00 <b>\$199,000.00</b> 12/18/2015	<a href="#">LBB2296</a> 21ST MORTGAGE CORP	13.5 57.3333 12.8333 56	1492.67 \$133.32
1520 E CAPITOL EXPY SP 191 SAN JOSE	00/00/1968 NASHUA	\$4,100.00 <b>\$129,000.00</b> 11/25/2015	<a href="#">LAE7542</a> ADVANTAGE HOMES	12 55	660 \$195.45
1520 E CAPITOL EXPY SP 9 SAN JOSE	06/28/1989 FUQUA HM INC FUQUA	\$66,700.00 <b>\$175,000.00</b> 10/09/2015	<a href="#">LAK9885</a> CUFBL DIV OF SAN ANTONIO FEDER	11.6667 56 11.6667 56	1306.67 \$133.93
1520 E CAPITOL EXPY SP 187 SAN JOSE	12/17/2010 CHAMPION HOME BUILDERS INC SMARTER DESIGN	\$124,000.00 <b>\$210,000.00</b> 10/09/2015	<a href="#">LBK8973</a>	11.6667 48 11.6667 54	1190 \$176.47

	Original	Resale
<b>Total</b>	\$1,103,800.00	\$1,491,000.00
<b>Average</b>	\$157,685.71	\$213,000.00
<b>Max</b>	\$267,000.00	\$267,000.00
<b>Min</b>	\$4,100.00	\$129,000.00
<b>Avg \$SqFt</b>	\$114.17	\$169.88
<b>Avg SqFt</b>	1270	1270
<b>Number of records</b>	<b>7</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **SOUTH BAY MHP**

Report date : 6/30/2016

Park Address : 1350 OLD OAKLAND RD  
SAN JOSE, CA 95112[See a Problem? Send us an Error Report.](#)

Spaces : 214

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1350 OAKLAND RD SP 119 SAN JOSE	12/09/1998 SKYLINE HOMES INC OAK MANOR	\$48,725.00 <b>\$180,000.00</b> 04/08/2016	<a href="#">LAZ1326</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	10 45 10 52	970 \$185.57
1350 OAKLAND RD SP 146 SAN JOSE	10/05/1989 FLEETWOOD HM HARBOR SPRINGS	\$59,900.00 <b>\$160,000.00</b> 04/04/2016	<a href="#">LAM7142</a> 21ST MORTGAGE CORPORATION	9.5 48 9.75 48	924 \$173.16
1350 OAKLAND RD SP 74 SAN JOSE	10/14/1997 SKYLINE HOMES INC OAK MANOR	\$75,287.00 <b>\$160,000.00</b> 01/14/2016	<a href="#">LAY3952</a> CUFBL DIV OF SAN ANTONIO FEDE	10 50.6667 10 50.6667	1013.33 \$157.89
1350 OAKLAND RD SP 70 SAN JOSE	03/23/2015 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$225,000.00 <b>\$225,000.00</b> 11/20/2015	<a href="#">LBM5532</a> ADVANTAGE HOMES	11.6667 48 11.6667 52	1166.67 \$192.86
1350 OAKLAND RD SP 127 SAN JOSE	08/17/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$199,900.00 <b>\$199,900.00</b> 10/29/2015	<a href="#">LBM5319</a> CENTRAL WILLAMETTE COMMUNITY C ADVANTAGE HOMES	10 55 10 50	1050 \$190.38
1350 OAKLAND RD SP 26 SAN JOSE	01/07/1998 SKYLINE HOMES INC OAK MANOR	\$83,000.00 <b>\$185,000.00</b> 10/02/2015	<a href="#">LAY6774</a>	10 60 10 60	1200 \$154.17
1350 OAKLAND RD SP 187 SAN JOSE	09/13/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$159,000.00 <b>\$100,000.00</b> 09/21/2015	<a href="#">LBB9564</a>	13.5 60 12.8333 54	1503 \$66.53
1350 OAKLAND RD SP 128 SAN JOSE	01/28/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$199,900.00 <b>\$199,900.00</b> 08/28/2015	<a href="#">LBM5090</a> PENSCO TRUST COMPANY ADVANTAGE HOMES	10 53 10 46	990 \$201.92
1350 OAKLAND RD SP 67 SAN JOSE	07/21/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$105,000.00 <b>\$153,000.00</b> 08/03/2015	<a href="#">LBA5823</a> 21ST MORTGAGE CORP REALTY WORLD TODD SU & COMPANY, INC.	10.1667 50 10.1667 45	965.83 \$158.41
1350 OAKLAND ROAD #87 SAN JOSE	10/11/1984 COMMODORE BAYSHORE	\$41,000.00 <b>\$73,000.00</b> 07/07/2015	<a href="#">LAF3754</a>	14 56	784 \$93.11

	Original	Resale
<b>Total</b>	\$1,196,712.00	\$1,635,800.00
<b>Average</b>	\$119,671.20	\$163,580.00
<b>Max</b>	\$225,000.00	\$225,000.00
<b>Min</b>	\$41,000.00	\$73,000.00
<b>Avg \$SqFt</b>	\$111.05	\$157.40
<b>Avg SqFt</b>	1057	1057
<b>Number of records</b>	<b>10</b>	

Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 9/19/2015 to 9/19/2016

Park Name : **SOUTHLAKE MH ESTATES**

Report date : 9/19/2016

Park Address : 4343 DURHAM RD  
FREMONT, CA 94536[See a Problem? Send us an Error Report.](#)

Spaces : 331

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
70 DELTA TERRACE FREMONT	09/08/1997 DELAWARE WESTERN HM CORP SILVERCREST	\$96,408.00 <b>\$120,000.00</b> 06/27/2016	<a href="#">LAY6741</a> CAL-AM HOMES	12 60 12 56	1392 \$86.21
62 DELTA TERRACE FREMONT	05/24/1982 GOLDEN WEST HOMES VILLA NOVA	\$26,759.00 <b>\$40,000.00</b> 06/27/2016	<a href="#">LAD4555</a> CAL-AM HOMES	14 52	728 \$54.95
203 MANITOBA TER FREMONT	00/00/1972 FASHION MANOR FASHION MANOR	\$16,500.00 <b>\$115,000.00</b> 04/29/2016	<a href="#">ABF5932</a>	12 60 12 60	1440 \$79.86
20 EAGLE TERRACE FREMONT	08/21/2015 FLEETWOOD HOMES INC CHESTNUT MANOR	\$210,000.00 <b>\$210,000.00</b> 04/08/2016	<a href="#">LBM6853</a> CAL-AM HOMES	15 52 15 40	1380 \$152.17
323 WINNIPEG GREEN FREMONT	03/27/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$113,525.00 <b>\$186,000.00</b> 03/30/2016	<a href="#">LAY7312</a>	13.5 60 12.8333 54.6667	1511.56 \$123.05
109 BROOK TERRACE FREMONT	11/21/2007 CAVCO INDUSTRIES INC CAVCO	\$225,865.00 <b>\$210,000.00</b> 03/28/2016	<a href="#">LBJ7449</a>	15.6667 54 15.6667 54	1692 \$124.11
29 EAGLE GRN FREMONT	09/21/2010 PALM HARBOR HOMES INC PALM HARBOR	\$103,815.00 <b>\$200,000.00</b> 03/18/2016	<a href="#">LBL1580</a> ALTIER CREDIT UNION ASAOA	11.6667 60 11.6667 60	1400 \$142.86
298 WINNIPEG TERRACE FREMONT	08/28/2015 FLEETWOOD HOMES INC CHESTNUT MANOR	\$199,995.00 <b>\$199,995.00</b> 01/21/2016	<a href="#">LBM6080</a> CAP FINANCIAL SERVICES CAL-AM HOMES	15 52 15 40	1380 \$144.92
326 WINNIPEG GREEN FREMONT	08/29/1984 FUQUA HMS INC LANDMARK	\$54,361.00 <b>\$125,000.00</b> 11/23/2015	<a href="#">LAH6017</a> CAL-AM HOMES	12 52.3333 12 52.3333	1256 \$99.52

	Original	Resale
<b>Total</b>	\$1,047,228.00	\$1,405,995.00
<b>Average</b>	\$116,358.67	\$156,221.67
<b>Max</b>	\$225,865.00	\$210,000.00
<b>Min</b>	\$16,500.00	\$40,000.00
<b>Avg \$SqFt</b>	\$82.29	\$111.96
<b>Avg SqFt</b>	1353	1353
<b>Number of records</b>	<b>9</b>	

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **SPANISH COVE MHP**

Report date : 6/30/2016

Park Address : 2600 SENTER RD  
SAN JOSE, CA 95113[See a Problem? Send us an Error Report.](#)

Spaces : 305

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
2600 SENTER RD SP 251 SAN JOSE	00/00/1968 CHAMPION STARLITE	\$10,300.00 <b>\$75,000.00</b> 05/05/2016	<a href="#">AAC3898</a> REALTY WORLD TODD SU & COMPANY, INC.	12 45 12 45	1080 \$69.44
2600 SENTER RD SP 261 SAN JOSE	07/11/1996 DELAWARE WESTERN HM CORP SILVERCREST	\$74,550.00 <b>\$160,000.00</b> 03/28/2016	<a href="#">LAW1043</a> REALTY WORLD TODD SU & COMPANY, INC.	10 54.3333 10 60	1143.33 \$139.94
2600 SENTER RD SP 274 SAN JOSE	07/07/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$85,422.00 <b>\$207,000.00</b> 12/14/2015	<a href="#">LBB6316</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	9.83333 60 8.83333 53	1058.17 \$195.62
2600 SENTER RD SP 7 SAN JOSE	00/00/1971 FLEETWOOD FLEETWOOD	\$6,500.00 <b>\$87,000.00</b> 10/28/2015	<a href="#">AAN4016</a> REALTY WORLD TODD SU & COMPANY, INC.	12 60	720 \$120.83
2600 SENTER RD SP 138 SAN JOSE	06/16/2004 CMH MANUFACTURING WEST INC GOLDEN WEST	\$130,000.00 <b>\$153,000.00</b> 10/14/2015	<a href="#">LBG8047</a> MAPS CREDIT UNION REALTY WORLD TODD SU & COMPANY, INC.	9.83333 59 9.83333 54	1111.17 \$137.69
2600 SENTER RD SP 206 SAN JOSE	08/10/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$137,610.00 <b>\$137,610.00</b> 09/25/2015	<a href="#">LBM5256</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	10 65 10 65	1300 \$105.85
2600 SENTER RD SP 118 SAN JOSE	00/00/1971 BOISE CASCADE PARKHOME	\$8,900.00 <b>\$65,000.00</b> 08/18/2015	<a href="#">ABD5296</a>	10 40 10 40	800 \$81.25
2600 SENTER RD SP 41 SAN JOSE	10/16/2008 CMH MANUFACTURING WEST INC ALLIANCE SERIES	\$156,670.00 <b>\$230,000.00</b> 07/31/2015	<a href="#">LBK1212</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	9.83333 57.6667 9.83333 62.6667	1183.28 \$194.38

	Original	Resale
<b>Total</b>	\$609,952.00	\$1,114,610.00
<b>Average</b>	\$76,244.00	\$139,326.25
<b>Max</b>	\$156,670.00	\$230,000.00
<b>Min</b>	\$6,500.00	\$65,000.00
<b>Avg \$SqFt</b>	\$66.36	\$130.62
<b>Avg SqFt</b>	1049	1049
<b>Number of records</b>	8	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **SUMMERSET MHP**

Report date : 6/30/2016

Park Address : 2052 GOLD ST  
SAN JOSE, CA 95110[See a Problem? Send us an Error Report.](#)

Spaces : 112

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
2052 GOLD ST SP 133 ALVISO	06/07/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$300,000.00 <b>\$300,000.00</b> 03/11/2016	<a href="#">LBM6822</a> ADVANTAGE HOMES	13.3333 62 13.3333 62	1653.33 \$181.45
2052 GOLD ST SP 118 ALVISO	00/00/1977 FLEETWOOD FLEETWOOD	\$22,199.00 <b>\$165,000.00</b> 02/24/2016	<a href="#">LBC6119</a> CUFBL DIV OF SAN ANTONIO FEDER ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$114.58
2052 GOLD ST SP 170 ALVISO	00/00/1977 GOLDEN WEST GOLDEN WEST	\$22,500.00 <b>\$180,000.00</b> 01/19/2016	<a href="#">LAX6955</a> ALLIANCE MANUFACTURED HOMES INC	12 64 12 64	1536 \$117.19
2052 GOLD ST SP 131 ALVISO	05/18/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$105,000.00 <b>\$200,500.00</b> 01/12/2016	<a href="#">LBB4510</a> 21ST MORTGAGE CORPORATION	11.8333 56 11.8333 50	1254.33 \$159.85
2052 GOLD ST SP 24 ALVISO	07/15/2015 PALM HARBOR HOMES INC. PALM HARBOR	\$278,000.00 <b>\$278,000.00</b> 12/14/2015	<a href="#">LBM5824</a> COMMUNITY WEST BANK N.A. GREEN GALAXY HOMES, INC.	13.5 42 13.5 42 11.6667 40 11.6667 40	2067.33 \$134.47
2052 GOLD ST 127 ALVISO	00/00/1977 FARWEST FARWEST	\$14,100.00 <b>\$90,000.00</b> 11/25/2015	<a href="#">LAG2247</a> ADVANTAGE HOMES	10 50 10 50	1000 \$90.00
2052 GOLD ST SP 240 ALVISO	00/00/1976 GOLDEN WEST SOMERSET	\$20,900.00 <b>\$169,500.00</b> 11/04/2015	<a href="#">AAY5548</a> PAM'S HOMES, INC.	12 48 12 48	1152 \$147.14
2052 GOLD ST 30 ALVISO	00/00/1977 GOLDEN WEST SUNNYBROOK	\$22,100.00 <b>\$80,000.00</b> 10/16/2015	<a href="#">LAW4794</a> 21ST MORTGAGE CORPORATION	12 60 12 60	1440 \$55.56
2052 GOLD ST SP 154 ALVISO	08/06/2015 SKYLINE HOMES INC BROOKSTONE	\$329,000.00 <b>\$329,000.00</b> 09/18/2015	<a href="#">LBM4883</a> ALLIANCE MANUFACTURED HOMES INC	13.5 54 13.5 58	1512 \$217.59
2052 GOLD ST SP 117 ALVISO	12/18/2003 THE ANDREW KARSTEN CO INC VILLA	\$119,000.00 <b>\$170,000.00</b> 09/08/2015	<a href="#">LBH1466</a> MAPS CREDIT UNION PAM'S HOMES, INC.	11.8333 60 11.8333 60	1420 \$119.72
2052 GOLD STREET SP 308 ALVISO	02/23/2001 FLEETWOOD HOMES CA INC ANNIVERSARY	\$150,193.00 <b>\$248,000.00</b> 08/19/2015	<a href="#">LBC5859</a> ALLIANCE MANUFACTURED HOMES INC	13.3333 60 13.3333 60	1600 \$155.00
2052 GOLD ST SP 123			<a href="#">LAR9646</a> COMMUNITY WEST BANK	12 56 12 56	1344 \$131.70

ALVISO	08/08/1991	\$92,500.00	NA
	GOLDEN WEST HM	<b>\$177,000.00</b>	ALLIANCE MANUFACTURED
	GOLDEN WEST	07/28/2015	HOMES INC

	Original	Resale
<b>Total</b>	\$1,475,492.00	\$2,387,000.00
<b>Average</b>	\$122,957.67	\$198,916.67
<b>Max</b>	\$329,000.00	\$329,000.00
<b>Min</b>	\$14,100.00	\$80,000.00
<b>Avg \$SqFt</b>	\$78.45	\$135.35
<b>Avg SqFt</b>	1452	1452
<b>Number of records</b>	<b>12</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **SUNSET ESTATES MHP**

Report date : 6/30/2016

Park Address : 433 SYLVAN AVE  
MOUNTAIN VIEW, CA 94041[See a Problem? Send us an Error Report.](#)

Spaces : 144

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
433 SYLVAN AVE SP 26 MOUNTAIN VIEW	09/11/2015 SKYLINE HOMES INC BROOKSTONE	\$349,000.00 <b>\$349,000.00</b> 12/03/2015	<a href="#">LBM5567</a> GLOBAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 53 13.5 54	1444.5 \$241.61
433 SYLVAN AVE SP 112 MOUNTAIN VIEW	05/31/2012 SKYLINE HOMES INC WESTBROOK ELITE	\$149,000.00 <b>\$222,000.00</b> 09/11/2015	<a href="#">LBL3063</a>	10 55 10 55	1100 \$201.82

	Original	Resale
<b>Total</b>	\$498,000.00	\$571,000.00
<b>Average</b>	\$249,000.00	\$285,500.00
<b>Max</b>	\$349,000.00	\$349,000.00
<b>Min</b>	\$149,000.00	\$222,000.00
<b>Avg \$SqFt</b>	\$188.53	\$221.72
<b>Avg SqFt</b>	1272	1272
<b>Number of records</b>	<b>2</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **TIMBER COVE MHP**

Report date : 6/30/2016

Park Address : 870 OLD CAMDEN AVE  
CAMPBELL, CA 95008[See a Problem? Send us an Error Report.](#)

Spaces : 137

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
870 CAMDEN AVE SP 66 CAMPBELL	11/30/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$147,000.00 <b>\$295,000.00</b> 04/25/2016	<a href="#">LAZ2628</a> ALTIER CREDIT UNION ISAOA ADVANTAGE HOMES	12.8333 54 12.8333 62.6667	1497.22 \$197.03
140 TIMBER COVE DR CAMPBELL	06/08/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$199,000.00 <b>\$289,000.00</b> 04/07/2016	<a href="#">LBH4665</a> ALTIER CREDIT UNION ISAOA ALLIANCE MANUFACTURED HOMES INC	12 56 12 37	1116 \$258.96
26 TIMBER COVE DR CAMPBELL	05/21/2007 DELAWARE WESTERN HOMES CORP SILVERCREST	\$189,000.00 <b>\$241,000.00</b> 02/03/2016	<a href="#">LBJ3510</a> 21ST MORTGAGE CORPORATION ADVANTAGE HOMES	10 61 10 61	1220 \$197.54
113 TIMBER COVE DR CAMPBELL	09/28/2015 SKYLINE HOMES INC 121015	\$379,000.00 <b>\$379,000.00</b> 12/10/2015	<a href="#">LBM5715</a> COMMUNITY WEST BANK NA ALLIANCE MANUFACTURED HOMES INC	15.1667 63 15.1667 60.3333	1870.56 \$202.61
32 TIMBER COVE DR CAMPBELL	02/04/2005 PALM HARBOR HOMES INC PALM HARBOR	\$199,000.00 <b>\$315,000.00</b> 11/20/2015	<a href="#">LBH5372</a> ORION FEDERAL CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	13.5 60 13.5 49	1471.5 \$214.07
139 TIMBER COVE CAMPBELL	00/00/1971 BENDIN HM SYS WESTBROOK	\$7,100.00 <b>\$13,000.00</b> 10/30/2015	<a href="#">AAA6923</a> CITY OF CAMPBELL ALLIANCE MANUFACTURED HOMES INC	12 56	672 \$19.35
64 TIMBER COVE DR CAMPBELL	08/12/2015 CMH MANUFACTURING WEST INC KARSTEN	\$329,000.00 <b>\$329,000.00</b> 09/24/2015	<a href="#">LBM4855</a> CENTRAL WILLIAMETTE COMMUNITY ALLIANCE MANUFACTURED HOMES INC	13.5 64 13.5 63	1714.5 \$191.89
118 TIMBER COVE DR CAMPBELL	07/31/2015 CMH MANUFACTURING WEST INC KARSTEN	\$192,000.00 <b>\$192,000.00</b> 09/23/2015	<a href="#">LBM4859</a> PHOENIX MANUFACTURED HOUSING G ALLIANCE MANUFACTURED HOMES INC	9.83333 56 9.83333 56	1101.33 \$174.33
114 TIMBER COVE DR CAMPBELL	00/00/1975 SKYLINE HILLCREST	\$8,500.00 <b>\$6,541.00</b> 08/09/2015	<a href="#">AAM7347</a>	12 60	720 \$9.08

74 TIMBER COVE DR	00/00/1974	\$14,100.00	<a href="#">AAN1671</a>	12 52	1248
CAMPBELL	NATIONAL	<b>\$150,000.00</b>		12 52	\$120.19
	NATIONAL	08/05/2015			

	Original	Resale
<b>Total</b>	\$1,663,700.00	\$2,209,541.00
<b>Average</b>	\$166,370.00	\$220,954.10
<b>Max</b>	\$379,000.00	\$379,000.00
<b>Min</b>	\$7,100.00	\$6,541.00
<b>Avg \$SqFt</b>	\$116.92	\$158.50
<b>Avg SqFt</b>	1263	1263
<b>Number of records</b>	<b>10</b>	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name :

**TOWN/COUNTRY MOBILE  
VILLAGE**

Report date : 6/30/2016

Park Address :

195 BLOSSOM HILL RD  
SAN JOSE, CA 95123[See a Problem? Send us an Error Report.](#)

Spaces :

191

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
195 BLOSSOM HILL RD SP 193 SAN JOSE	00/00/1969 FLEETWOOD FLEETWOOD	\$8,900.00 <b>\$40,000.00</b> 05/02/2016	<a href="#">LAW2334</a> ADVANTAGE HOMES	12 60 12 60	1440 \$27.78
195 BLOSSOM HILL RD SP 174 SAN JOSE	00/00/1970 FLEETWOOD BARRINGTON	\$13,100.00 <b>\$100,000.00</b> 04/29/2016	<a href="#">ABB6889</a> ROBERTS	12 48 12 48	1152 \$86.81
195 BLOSSOM HILL RD SP 228 SAN JOSE	11/20/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$239,000.00 <b>\$239,000.00</b> 03/28/2016	<a href="#">LBM6996</a> ADVANTIS CREDIT UNION ADVANTAGE HOMES	11.8333 58.6667 11.8333 60	1404.22 \$170.20
195 BLOSSOM HILL RD SP 112 SAN JOSE	04/01/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$131,250.00 <b>\$178,000.00</b> 02/29/2016	<a href="#">LAZ7089</a> PRESTIGE MANUFACTURE HOMES	13.5 61.3333 12.8333 51.6667	1491.06 \$119.38
195 BLOSSOM HILL RD SP 154 SAN JOSE	05/10/1993 FLEETWOOD HM INC SUNPOINTE	\$57,650.00 <b>\$154,000.00</b> 01/25/2016	<a href="#">LAS7591</a> 21ST MORTGAGE CORPORATION ADVANTAGE HOMES	10 52 10 52	1040 \$148.08
195 BLOSSOM HILL RD SP 161 SAN JOSE	08/24/2015 CMH MANUFACTURING WEST INC KARSTEN	\$259,000.00 <b>\$259,000.00</b> 10/14/2015	<a href="#">LBM5175</a> ALLIANCE MANUFACTURED HOMES INC	13.5 56 13.5 56	1512 \$171.30
195 BLOSSOM HILL RD SP 211 SAN JOSE	00/00/1972 GENERAL GENERAL	\$15,599.00 <b>\$118,500.00</b> 09/30/2015	<a href="#">ABJ6628</a> BEVER REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$82.29
195 BLOSSOM HILL RD SP 264 SAN JOSE	00/00/1969 BENDIX BOISE CASCADE GENERAL	\$7,300.00 <b>\$100,000.00</b> 08/21/2015	<a href="#">AAF2053</a> ADVANTAGE HOMES	10 50 10 50	1000 \$100.00
195 BLOSSOM HILL RD SP 210 SAN JOSE	03/11/2015 CHAMPION HOME BUILDERS INC NAPA SERIES	\$250,000.00 <b>\$250,000.00</b> 08/10/2015	<a href="#">LBM4729</a> ADVANTAGE HOMES	13.3333 57 13.3333 60	1560 \$160.26
	<b>Original</b>	<b>Resale</b>			
<b>Total</b>	\$981,799.00	\$1,438,500.00			
<b>Average</b>	\$109,088.78	\$159,833.33			
<b>Max</b>	\$259,000.00	\$259,000.00			
<b>Min</b>	\$7,300.00	\$40,000.00			
<b>Avg \$SqFt</b>	\$75.65	\$118.46			
<b>Avg SqFt</b>	1338	1338			
<b>Number of records</b>	<b>9</b>				

## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **WHISPERING HILLS MHP**

Report date : 6/30/2016

Park Address : 2780 CAPITOL EXPY  
SAN JOSE, CA 95122[See a Problem? Send us an Error Report.](#)

Spaces : 211

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
2654 WHISPERING HILLS DR SAN JOSE	00/00/1979 GOLDEN WEST GOLDEN WEST	\$21,900.00 <b>\$172,500.00</b> 04/05/2016	<a href="#">AAP6188</a>	12 60 12 60	1440 \$119.79
2765 WHISPERING HILLS CIR SAN JOSE	00/00/1979 MADISON MADISON	\$30,100.00 <b>\$182,000.00</b> 03/14/2016	<a href="#">LAJ8098</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$126.39
2724 WHISPERING HILLS LN SAN JOSE	REDMAN HOMES INC KIRKWOOD	\$28,900.00 <b>\$120,000.00</b> 11/18/2015	<a href="#">LAB9288</a>	12 60 12 60	1440 \$83.33
2595 WHISPERING HILLS SP 66 SAN JOSE	00/00/1979 DUAL WIDE DUALWIDE	\$34,500.00 <b>\$150,000.00</b> 09/29/2015	<a href="#">ABA2260</a>	12 62 12 62	1488 \$100.81
2640 WHISPERING HILLS CIR SAN JOSE	00/00/1977 GOLDEN WEST VILLIA WEST	\$19,900.00 <b>\$155,000.00</b> 09/28/2015	<a href="#">AAP7094</a>	12 60 12 60	1440 \$107.64
2681 WHISPERING HILLS RD SP 90 SAN JOSE	00/00/1978 GOLDEN WEST AMERICAN HERITAGE	\$30,900.00 <b>\$190,000.00</b> 07/14/2015	<a href="#">LAX1448</a> REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$131.94
2608 WHISPERING HILLS CIR SAN JOSE	00/00/1977 MADISON MADISON	\$21,700.00 <b>\$175,000.00</b> 07/10/2015	<a href="#">AAN1925</a> REALTY WORLD TODD SU & COMPANY, INC.	12 52 12 52	1248 \$140.22

	Original	Resale
<b>Total</b>	\$187,900.00	\$1,144,500.00
<b>Average</b>	\$26,842.86	\$163,500.00
<b>Max</b>	\$34,500.00	\$190,000.00
<b>Min</b>	\$19,900.00	\$120,000.00
<b>Avg \$SqFt</b>	\$18.86	\$115.73
<b>Avg SqFt</b>	1419	1419
<b>Number of records</b>	7	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

From : 6/30/2015 to 6/30/2016

Park Name : **WILLOW GLEN MOBILE  
ESTATES**

Report date : 6/30/2016

Park Address : 1850 EVANS LN  
SAN JOSE, CA 95125[See a Problem? Send us an Error Report.](#)

Spaces : 90

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
1850 EVANS LN SP 51 SAN JOSE	12/02/2015 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	\$125,000.00 <b>\$125,000.00</b> 02/12/2016	<a href="#">LBM6475</a> ADVANTAGE HOMES	14.3333 56	802.67 \$155.73
1850 EVANS LN 27 SAN JOSE	11/03/1983 CHAMPION CHAMPION	\$25,250.00 <b>\$52,000.00</b> 12/04/2015	<a href="#">LAV9925</a> MAPS CREDIT UNION ADVANTAGE HOMES	14 46	644 \$80.75

	Original	Resale
<b>Total</b>	\$150,250.00	\$177,000.00
<b>Average</b>	\$75,125.00	\$88,500.00
<b>Max</b>	\$125,000.00	\$125,000.00
<b>Min</b>	\$25,250.00	\$52,000.00
<b>Avg \$SqFt</b>	\$97.47	\$118.24
<b>Avg SqFt</b>	723	723
<b>Number of records</b>	<b>2</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **WILLOW RANCH**

Report date : 6/30/2016

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 209 SUNNYVALE	02/17/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$171,595.00 <b>\$229,950.00</b> 03/31/2016	<a href="#">LAZ4830</a> PAM'S HOMES, INC.	15.5 60 14.8333 54.3333	1735.94 \$132.46
1111 MORSE AVE SP 87 SUNNYVALE	00/00/1975 LA JOLLA	\$27,700.00 <b>\$148,000.00</b> 03/29/2016	<a href="#">ABH4782</a> PAM'S HOMES, INC.	12 52 12 52 10 20	1448 \$102.21
1111 MORSE AVE SP 137 SUNNYVALE	00/00/1975 KAUFMAN BILTMORE	\$18,500.00 <b>\$245,000.00</b> 02/18/2016	<a href="#">AAE7897</a> PAM'S HOMES, INC.	12 61 12 61	1464 \$167.35
1111 MORSE AVE SP 73 SUNNYVALE	00/00/1974 DUALWIDE DUALWIDE	\$22,100.00 <b>\$125,000.00</b> 02/17/2016	<a href="#">AAH9076</a> PAM'S HOMES, INC.	12 62 12 62	1488 \$84.01
1111 MORSE AVE SP 204 SUNNYVALE	01/19/2001 DELAWARE WESTERN HOMES CORP SILVERCREST	\$193,500.00 <b>\$210,000.00</b> 02/16/2016	<a href="#">LBC5277</a> PAM'S HOMES, INC.	14.8333 60 14.8333 52	1661.33 \$126.40
1111 MORSE ST SP 123 SUNNYVALE	00/00/1975 DUALWIDE	\$26,500.00 <b>\$136,000.00</b> 12/22/2015	<a href="#">AAX2380</a> PAM'S HOMES, INC.	12 64 12 64	1536 \$88.54
1111 MORSE AVE SP 229 SUNNYVALE	00/00/1974 NEWPORT	\$19,700.00 <b>\$125,000.00</b> 12/10/2015	<a href="#">ABA7963</a> CUFBL A DIV OF SAN ANTONIO FED PAM'S HOMES, INC.	12 64 12 64	1536 \$81.38
1111 MORSE AVE SP 113 SUNNYVALE	10/13/2015 CHAMPION HOME BUILDERS INC SILVERCREST	\$337,526.00 <b>\$337,526.00</b> 11/25/2015	<a href="#">LBM5658</a> CENTRAL WILLAMETTE COMMUNITY C ADVANTAGE HOMES	14.8333 58 14.8333 59	1735.5 \$194.48
1111 MORSE AVE SP 186 SUNNYVALE	09/04/1998 DELAWARE WESTERN HOMES CORP SILVERCREST	\$146,150.00 <b>\$230,000.00</b> 11/17/2015	<a href="#">LAZ1998</a> CUFBL DIV OF SAN ANTONIO FEDE PAM'S HOMES, INC.	13.5 62.3333 12.8333 54	1534.5 \$149.89
1111 MORSE AVE SP 95 SUNNYVALE	00/00/1975 PACIFIC LIVING SYS PAC LIVING SYS	\$24,500.00 <b>\$155,000.00</b> 10/19/2015	<a href="#">AAE3790</a> GRAHAM ADVANTAGE HOMES	12 64 12 64	1536 \$100.91
1111 MORSE AVE SP 30 SUNNYVALE	00/00/1975 FARWEST HOMES FARWEST	\$17,300.00 <b>\$110,000.00</b> 10/06/2015	<a href="#">AAC1169</a> PAM'S HOMES, INC.	10 57 10 57	1140 \$96.49
1111 MORSE AVE SP 57 SUNNYVALE	00/00/1975 GOLDEN WEST SUNNYBROOK	\$19,700.00 <b>\$124,900.00</b> 09/21/2015	<a href="#">AAP6339</a> PAM'S HOMES, INC.	12 56 12 56	1344 \$92.93

1111 MORSE AVE SP 34 SUNNYVALE	07/31/2015 SKYLINE HOMES INC BROOKSTONE	\$319,000.00 <b>\$319,000.00</b> 09/14/2015	<a href="#">LBM4884</a> MAPS CREDIT UNION ALLIANCE MANUFACTURED HOMES INC	15.1667 60 15.1667 60	1820 \$175.27
1111 MORSE AVE SP 3 SUNNYVALE	10/11/2002 DELAWARE WESTERN HOMES CORP SILVERCREST	\$159,000.00 <b>\$202,500.00</b> 09/10/2015	<a href="#">LBE4593</a> MAPS CREDIT UNION PAM'S HOMES, INC.	13.5 56.6667 12.8333 48.6667	1389.56 \$145.73
1111 MORSE AVE SP 158 SUNNYVALE	04/25/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$284,000.00 <b>\$324,500.00</b> 08/31/2015	<a href="#">LBL9936</a> ORION FEDERAL CREDIT UNION ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$182.30
1111 MORSE AVE 144 SUNNYVALE	00/00/1975 MADISON	\$23,700.00 <b>\$125,000.00</b> 07/10/2015	<a href="#">ABC8957</a> PAM'S HOMES, INC.	12 60 12 60	1440 \$86.81
1111 MORSE AVE 1 SUNNYVALE	02/18/2008 DELAWARE WESTERN HOMES CORP SILVERCREST	\$192,900.00 <b>\$230,000.00</b> 07/08/2015	<a href="#">LBJ9550</a> PAM'S HOMES, INC.	12 58.6667 12 57.3333	1392 \$165.23
	<b>Original</b>	<b>Resale</b>			
<b>Total</b>	\$2,003,371.00	\$3,377,376.00			
<b>Average</b>	\$117,845.35	\$198,669.18			
<b>Max</b>	\$337,526.00	\$337,526.00			
<b>Min</b>	\$17,300.00	\$110,000.00			
<b>Avg \$SqFt</b>	\$72.46	\$127.79			
<b>Avg SqFt</b>	1528	1528			
<b>Number of records</b>	<b>17</b>				

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **WINCHESTER RANCH MH COMMUNITY**

Report date : 6/30/2016

Park Address : 500 CHARLES CALI DR  
SAN JOSE, CA 95117[See a Problem? Send us an Error Report.](#)

Spaces : 111

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
609 PRUNE WAY SAN JOSE	00/00/1977 DUALWIDE LA JOLLA	\$29,300.00 <b>\$90,000.00</b> 04/20/2016	<a href="#">AAV8055</a>	12 60 12 60	1440 \$62.50
540 WATER WITCH WAY SAN JOSE	00/00/1977 PACIFIC LIVING SYS SAN SIMEON	\$39,900.00 <b>\$170,000.00</b> 09/04/2015	<a href="#">LAK7225</a>	12 60 12 60 10 32	1760 \$96.59
557 DRY YARD DR SAN JOSE	00/00/1977 LA JOLLA	\$27,300.00 <b>\$145,000.00</b> 08/21/2015	<a href="#">LAT3965</a>	12 60 12 60	1440 \$100.69
539 COT CT SAN JOSE	00/00/1977 LEVITT LEVITT	\$39,298.00 <b>\$175,000.00</b> 07/16/2015	<a href="#">ABI2443</a>	12 55 12 55 12 55	1980 \$88.38
583 WATER WITCH WY SAN JOSE	00/00/1977 SAN SIMEON	\$36,900.00 <b>\$149,000.00</b> 07/16/2015	<a href="#">ABB6858</a>	12 64 12 64 10 44	1976 \$75.40
501 CHARLES CALI DR SAN JOSE	00/00/1977 LEVITT LEVITT	\$31,700.00 <b>\$170,000.00</b> 07/10/2015	<a href="#">AAV8575</a>	12 56 12 56	1344 \$126.49
555 DRY YARD DR SAN JOSE	00/00/1977 BENDIX PARK MANOR	\$23,700.00 <b>\$60,000.00</b> 07/10/2015	<a href="#">AAP7186</a>	12 60 12 60	1440 \$41.67
503 CHARLES CALI DR SAN JOSE	00/00/1976 LEVITT	\$29,799.00 <b>\$147,600.00</b> 07/10/2015	<a href="#">ABG5526</a>	12 64 12 64	1536 \$96.09
509 DIPPER CIR SAN JOSE	00/00/1977 SAN SIMEON SAN SIMEON	\$35,300.00 <b>\$152,000.00</b> 07/10/2015	<a href="#">AAN3715</a>	12 64 12 64	1536 \$98.96
506 CITRUS CT SAN JOSE	00/00/1977 LIDO	\$16,900.00 <b>\$15,300.00</b> 07/10/2015	<a href="#">ABI9288</a>	12 60 12 60	1440 \$10.62

	Original	Resale
<b>Total</b>	\$310,097.00	\$1,273,900.00
<b>Average</b>	\$31,009.70	\$127,390.00
<b>Max</b>	\$39,900.00	\$175,000.00
<b>Min</b>	\$16,900.00	\$15,300.00
<b>Avg \$SqFt</b>	\$19.47	\$79.74
<b>Avg SqFt</b>	1589	1589
<b>Number of records</b>	<b>10</b>	

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## Santiago Financial, Inc. - COMPARABLE SALES REPORT

From : 6/30/2015 to 6/30/2016

Park Name : **WOODBIDGE MH COMMUNITY**

Report date : 6/30/2016

Park Address : 3051 TOWERS LN  
SAN JOSE, CA 95121[See a Problem? Send us an Error Report.](#)

Spaces : 176

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
3051 OAKBRIDGE DR SAN JOSE	00/00/1978 FARWEST FARWEST	\$18,900.00 <b>\$153,800.00</b> 02/04/2016	<a href="#">ABA2312</a> ALLIANCE MANUFACTURED HOMES INC	12 56 12 56	1344 \$114.43
3083 OAKBRIDGE DR SAN JOSE	00/00/1979 TOWN/COUNTRY LEXINGTON	\$29,700.00 <b>\$120,000.00</b> 01/21/2016	<a href="#">AAY5541</a>	12 60 12 60	1440 \$83.33
3090 OAKBRIDGE DR SAN JOSE	00/00/1979 GOLDEN WEST HOMES VILLA WEST	\$24,500.00 <b>\$165,000.00</b> 12/28/2015	<a href="#">AAJ6867</a>	12 60 12 60	1440 \$114.58
3094 OAKBRIDGE DR SAN JOSE	00/00/1978 SKYLINE RAMADA	\$39,900.00 <b>\$170,000.00</b> 12/07/2015	<a href="#">AAN1739</a>	12 64 12 64 10 32	1856 \$91.59
3130 OAKBRIDGE DR SAN JOSE	00/00/1979 WESTWAY	\$36,900.00 <b>\$146,000.00</b> 12/01/2015	<a href="#">LAZ9814</a> REALTY WORLD TODD SU & COMPANY, INC.	12 64 12 64	1536 \$95.05
3039 OAKBRIDGE DR SAN JOSE	00/00/1977 BENDIX BENDIX	\$21,900.00 <b>\$149,000.00</b> 11/17/2015	<a href="#">LBA4657</a> 21ST MORTGAGE CORPORATION ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 \$103.47
3057 TOWERS LN 3073 SAN JOSE	04/08/2014 CHAMPION HOME BUILDERS INC SILVERCREST	\$262,000.00 <b>\$262,000.00</b> 11/16/2015	<a href="#">LBM5475</a> CUFBL DIV OF SAN ANTONIO FEDER ADVANTAGE HOMES	14.8333 60 14.8333 60	1780 \$147.19
3095 OAKBRIDGE DR SAN JOSE	00/00/1978 GOLDEN WEST KEY BISCAINE	\$36,900.00 <b>\$130,000.00</b> 09/25/2015	<a href="#">AAN8421</a>	12 64 12 64 10 32	1856 \$70.04
3063 OAKBRIDGE DR SAN JOSE	00/00/1978 LANCER LANCER	\$40,500.00 <b>\$165,000.00</b> 07/31/2015	<a href="#">AAN1817</a>	12 64 12 64 10 33	1866 \$88.42
3056 OAKBRIDGE DR SAN JOSE	01/09/1993 FLEETWOOD HM INC SANDALWOOD	\$57,015.00 <b>\$149,000.00</b> 06/30/2015	<a href="#">LBF4270</a>	12 56 12 56	1344 \$110.86
3029 OAKBRIDGE DR SAN JOSE	00/00/1978 FARWEST FARWEST	\$24,700.00 <b>\$142,000.00</b> 06/30/2015	<a href="#">ABE9706</a> 21ST MORTGAGE CORPORATION REALTY WORLD TODD SU & COMPANY, INC.	12 60 12 60	1440 \$98.61

	Original	Resale
<b>Total</b>	\$592,915.00	\$1,751,800.00
<b>Average</b>	\$53,901.36	\$159,254.55
<b>Max</b>	\$262,000.00	\$262,000.00
<b>Min</b>	\$18,900.00	\$120,000.00
<b>Avg \$SqFt</b>	\$32.80	\$101.60
<b>Avg SqFt</b>	1577	1577
<b>Number of records</b>	<b>11</b>	

# **APPENDIX 20**

## Mobile Home Moving Companies for Personal Property

Company Name	Address	Telephone	Email	Serves	Website	Moving Estimate	Date Contacted
Golden State Home Transport	11212 Lander Avenue Turlock, CA 95380	(209) 686-8088	goldenstatemod@yahoo.com	AZ, CA, NV, OR, WA		No Estimate provided	06/24/2016 Email/ Phone
Valley Relocation and Storage	1710 Little Orchard St, San Jose CA 95125	(925) 766-7401	rrboerson@valleyrelocation.com	CA	www.valleyrelocation.com	Single wide - \$2,900.00 Double wide - \$3,600.00 Triple wide - \$4,400.00	6/28/2016 Email
San Joaquin Valley Mobile Homes	5437 Rohde Road Keyes, CA 95328	(209) 632-0854	Bobyoyo@aol.com	CA		No Estimate provided	06/24/2016 Website Form
Bennett Trucking Transport	8515 Pratt Avenue P.O. Box 179 Durham, CA 95938	(800) 866-5500		San Jose	www.btt-transport.com	No Estimate provided	06/24/2016 Phone
Advantage Moving & Storage	221 Railroad Avenue Milpitas, CA 95035	(408) 840-3997		Bay Area		No Estimate provided	06/24/2016 Website Form
Chipman Relocation & Logistics	1555 Zephyr Avenue Hayward, CA 94544	(510) 474-3600	rustyott@chipmanrelo.com	Bay Area	www.chipmanrelo.com	Single wide - \$1,750.00 Double wide - \$2,150.00 Triple wide - \$2,850.00	06/27/2016 Website Form

# **APPENDIX 21**

# Sam Borden's Mobile Home Servic

Invoice

ATTACHMENT 2

Owner Sam Borden  
2984 Valley Brook DR. Ceres CA 95307  
Contractor Lic# 994430  
(209) 652-6889 (209) 652-4641

Number: 2101

Date: September 14, 2016

**Bill To:**

Tim Kemp  
Mobile Home Park Closure  
Sunnyvale, Ca

**Ship To:**

--

PO Number	Terms

Description	Quantity	Price	Amount
Tear down a 12 x 52 single wide manufactured home (with no accessories) and prep for transport	1.00	3,150.00	3,150.00
Install tire, axles, and tow bars that are existing	1.00	600.00	600.00
Transport a 12 x 52 single wide manufactured home within a 100 mi radius	1.00	2,000.00	2,000.00
Set up a 12 x 52 single wide manufactured home (with no accessories) with concrete cinder blocks, life time plastic support pads, proper space boards and shimming up to state code	1.00	3,450.00	3,450.00
Permit to install home	1.00	300.00	300.00
Total			\$9,500.00

Please sign below once this Estimate is Approved. This will allow Scheduling to accomidate your Time Frame and show you agree with the terms. Thank You for the Oppertunity in working with you. Any unforseen will be additional cost about this bid

X\_\_\_\_\_



# Sam Borden's Mobile Home Servic

Owner Sam Borden  
2984 Valley Brook DR. Ceres CA 95307  
Contractor Lic# 994430  
(209) 652-6889 (209) 652-4641

Invoice

ATTACHMENT 2

Number: 2102

Date: September 14, 2016

**Bill To:**

Tim Kemp  
Mobile Home Park Closure  
Sunnyvale, Ca

**Ship To:**

PO Number	Terms

Description	Quantity	Price	Amount
Tear down a 12 x 52 single wide manufactured home with accessories, and prep for transport	1.00	3,850.00	3,850.00
Install tires, axles, and tow bars that are existing	1.00	600.00	600.00
Transport a 12 x 52 single wide manufactured home within a 100 mi radius	1.00	2,000.00	2,000.00
Set up a 12 x 52 single wide manufactured home with concrete cinder blocks, life time plastic support pads, proper space boards and shimming up to state code	1.00	3,450.00	3,450.00
If there is a pop out, or add a room on the home there will be an additional cost of		1,200.00	0.00
if the awning is reusable i can reinstall for		1,000.00	0.00
2 sets of stairs will need to be built up to state code ( you can chosse better material but this is the cheepest kind)	2.00	850.00	1,700.00
Permits to install home and awning	2.00	300.00	600.00
If there are any big decks or handy cap ramps I can tear down and dispose of for		1,000.00	0.00
Total			\$12,200.00

Please sign below once this Estimate is Approved. This will allow Scheduling to accomidate your Time Frame and show you agree with the terms. Thank You for the Oppertunity in working with you. Any unforeseen will be additional cost about this bid

X \_\_\_\_\_

# Sam Borden's Mobile Home Servic

Invoice

ATTACHMENT 2

Owner Sam Borden  
2984 Valley Brook DR. Ceres CA 95307  
Contractor Lic# 994430  
(209) 652-6889 (209) 652-4641

Number: 2103

Date: September 14, 2016

**Bill To:**

Tim Kemp  
Mobile Home Park Closure  
Sunnyvale, Ca

**Ship To:**

--

PO Number	Terms

Description	Quantity	Price	Amount
Tear down a 24 x 54 double wide manufactured home (with no accessories) and prep for transport	1.00	4,150.00	4,150.00
Install tires, axles and tow bars that are existing	1.00	1,000.00	1,000.00
Transport a 24 x 54 double wide manufactured home within a 100 mi radius	2.00	2,000.00	4,000.00
Set up a 24 x 54 double wide manufactured home with concrete cinder blocks, life time plastic support pads, and proper space boards with shimming up to state code	1.00	4,250.00	4,250.00
Permit to install home	1.00	300.00	300.00
Total			\$13,700.00

Please sign below once this Estimate is Approved. This will allow Scheduling to accomidate your Time Frame and show you agree with the terms. Thank You for the Oppertunity in working with you. Any unforeseen will be additional cost about this bid

X\_\_\_\_\_



# Sam Borden's Mobile Home Servic

Invoice

ATTACHMENT 2

Owner Sam Borden  
2984 Valley Brook DR. Ceres CA 95307  
Contractor Lic# 994430  
(209) 652-6889 (209) 652-4641

Number: 2104

Date: September 14, 2016

**Bill To:**

Tim Kemp  
Mobile Home Park Closure  
Sunnyvale, Ca

**Ship To:**

PO Number	Terms

Description	Quantity	Price	Amount
Tear down a 24 x 54 double wide manufactured home with accessories, and prep for transport	1.00	5,500.00	5,500.00
Install tires, axles, and tow bars that are existing	1.00	1,000.00	1,000.00
Transport a 24 x 54 double wide manufactured home within a 100 mi radius	2.00	2,100.00	4,200.00
Set up a 24 x 54 double wide manufactured home with concrete cinder block, life time plastic support pads, proper space boards, and shimming up to state code	1.00	5,300.00	5,300.00
If the awning is reusable i can reinstall for		1,000.00	0.00
2 sets of stairs will need to be built up to state code ( you can choose better material but this is the cheepest kind)	2.00	850.00	1,700.00
Permits to install home and awning	2.00	300.00	600.00
If there are any big decks or handy cap ramps I can tear down and dispose of for		1,000.00	0.00
Total			\$18,300.00

Please sign below once this Estimate is Approved. This will allow Scheduling to accomidate your Time Frame and show you agree with the terms. Thank You for the Oppertunity in working with you. Any unforseen will be additional cost about this bid

X \_\_\_\_\_

# **APPENDIX 22**

**Data from 08-24-2016 survey of Craigslist.com for 1 and 2 bedroom apartments available in Sunnyvale**

\* The survey was limited to apartments in complexes with less than 50 units and privately available units,  
to fill in the gap of data collected by Real Facts.

**SUNNYVALE**

Unit Type	Price	Sq/Ft	Deposit	Notes	Averages per unit
1-Bedroom	\$2,100	740	N/A	Laundry room, Patio, Swimming Pool	
1-Bedroom	\$1,925	575	\$750	Small pets allowed, Dishwasher, Breakfast bar	
1-Bedroom	\$2,548	700	\$550	All stainless steel appliances	
1-Bedroom	\$1,850	600	\$1,850	Carport, Coin Laundry, Small Pets allowed	
1-Bedroom	\$2,200	733	N/A	Carport, Pets allowed, Laundry on site	
1-Bedroom	\$2,100	N/A	N/A	Cats are allowed, Carport, Laundry on site	
1-Bedroom	\$1,950	700	\$1,950	Quick access to SV commuter routes	
1-Bedroom	\$2,245	715	\$600	No pets allowed, Patio, Fitness Center	
1-Bedroom	\$2,225	625	N/A	Near El Camino Real, Lawrence Expwy, Central Expwy	
1-Bedroom	\$1,950	500	N/A	Two blocks from 280 freeway	
1-Bedroom	\$1,950	648	\$500	Carport, Shared Laundry, No Pets	
					HUD 1-Bdrm \$1,582
					1-Bedroom Avg: \$2,095
2-Bedroom	\$2,595	850	\$800	Carport, extra storage, shared laundry, Fridge included	
2-Bedroom	\$2,100	N/A	\$2,600	No pets allowed, Upstairs unit	
2-Bedroom	\$2,675	860	\$1,300	Pets allowed, New carpet and windows	
2-Bedroom	\$2,820	1100	N/A	Near Santa Row and Westfield Valley Fair Mall	
2-Bedroom	\$2,300	1000	N/A	Gardening service, no pets, carport assigned	
2-Bedroom	\$2,650	1080	\$2,850	Hardwood floors, 24 hour laundry, Swimming pool	
2-Bedroom	\$2,795	1000	\$500	No smoking, Cats are allowed, Private patio	
2-Bedroom	\$2,595	900	\$2,500	Fitness center, Barbecue, On-street parking	
2-Bedroom	\$2,625	920	\$750	Two blocks from 101 freeway	
2-Bedroom	\$2,550	N/A	N/A	Storage area, Swimming pool, on-site laundry	
2-Bedroom	\$2,350	940	N/A	No pets allowed, Shared laundry, Carport	
					HUD 2-Bdrm \$1,994
					2-Bedroom Avg: \$2,550

**Data from 08-30-2016 survey of Craigslist.com for 1 and 2 bedroom apartments available in Sunnyvale**

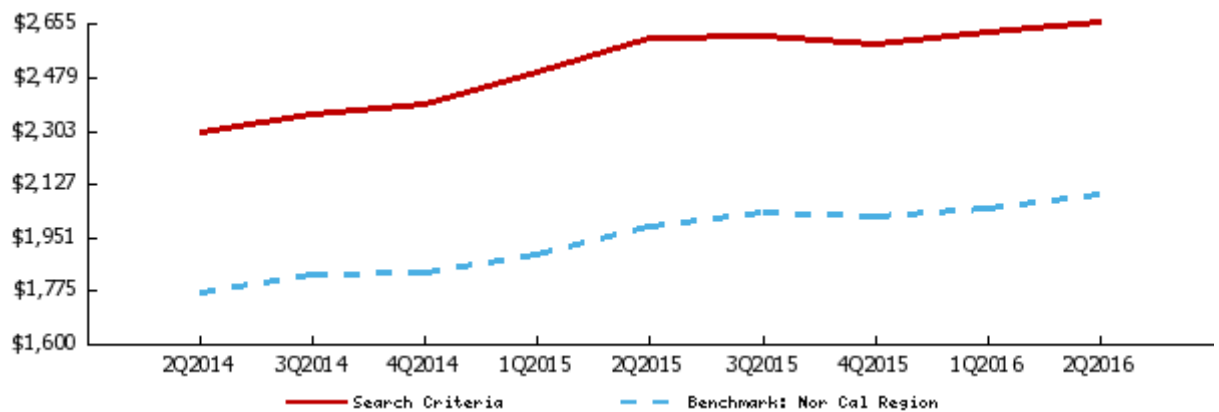
\* The survey was limited to apartments in complexes with less than 50 units and privately available units, to fill in the gap of data collected by Real Facts.

**SUNNYVALE**

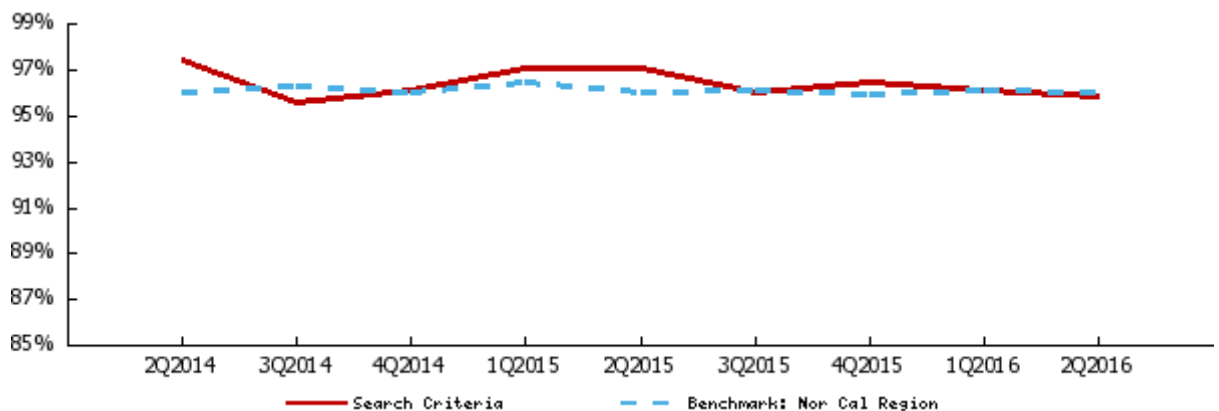
Unit Type	Price	Sq/Ft	Deposit	Notes	Averages per unit
1-Bedroom	\$1,650	700	N/A	Rent includes all utilities and high speed internet	
1-Bedroom	\$1,950	648	\$500	Carport, Shared Laundry, No Pets	
1-Bedroom	\$2,220	580	N/A	Fitness center, Kids Playground, Whirlpool Appliances	
1-Bedroom	\$2,390	800	N/A	Pet friendly, No smoking, Utilities not included	
1-Bedroom	\$2,495	700	N/A	Laundry center, swimming pool, BBQ area	
1-Bedroom	\$1,750	600	N/A	New carpets and floors, laundry on site, carport	
1-Bedroom	\$2,200	733	N/A	2 Parking spots, large storage room, modern kitchen	
1-Bedroom	\$1,795	N/A	\$1,795	Full kitchen, street parking	
1-Bedroom	\$1,850	600	\$1,850	Carport, Coin Laundry, Small Pets allowed	
1-Bedroom	\$2,245	715	\$600	No pets, Fitness Center, Patio included	
1-Bedroom	\$1,925	N/A	\$800	Carport, Air Conditioning, Wood floor	
					HUD 1-Bdrm \$1,582
					1-Bedroom Avg: \$2,043
2-Bedroom	\$2,240	940	N/A	Pet friendly, Laundry Facility, Garbage Disposal	
2-Bedroom	\$2,350	825	N/A	Onsite laundry, carport, storage locker	
2-Bedroom	\$2,495	975	\$900	Laundry facility, two swimming pools, free storage	
2-Bedroom	\$2,300	847	\$2,000	Gardening service, no pets, carport assigned	
2-Bedroom	\$2,700	1100	\$1,500	Private Patio, Onsite Laundry, Utility not included	
2-Bedroom	\$3,195	1100	N/A	Pet friendly, 2 parking spots, modern kitchen	
2-Bedroom	\$2,595	850	\$800	Carport, Fitness center, BBQ area	
2-Bedroom	\$2,100	N/A	\$2,600	No pets, laundry facility	
2-Bedroom	\$2,795	1075	N/A	Cats allowed, 1 parking space	
2-Bedroom	\$2,395	N/A	\$1,000	Carport, extra storage, shared laundry, Fridge included	
					HUD 2-Bdrm \$1,994
					2-Bedroom Avg: \$2,517

All Classes  
Quarterly Trend

Average Asking Rent										
	2Q2014	3Q2014	4Q2014	1Q2015	2Q2015	3Q2015	4Q2015	1Q2016	2Q2016	1 Yr. Change
AVERAGE	\$2,297	\$2,351	\$2,385	\$2,495	\$2,607	\$2,609	\$2,587	\$2,628	\$2,655	1.9%
studio	\$1,637	\$1,707	\$1,716	\$1,774	\$1,841	\$1,878	\$1,844	\$1,896	\$1,903	3.3%
1bd 1bth	\$2,095	\$2,145	\$2,164	\$2,284	\$2,385	\$2,404	\$2,391	\$2,434	\$2,440	2.3%
2bd 1bth	\$2,299	\$2,339	\$2,408	\$2,479	\$2,608	\$2,622	\$2,562	\$2,599	\$2,599	-0.4%
2bd 2bth	\$2,755	\$2,818	\$2,857	\$2,993	\$3,118	\$3,087	\$3,067	\$3,117	\$3,177	1.9%
2bd TH	\$2,744	\$2,700	\$2,746	\$2,842	\$3,037	\$3,001	\$3,050	\$2,987	\$3,111	2.4%
3bd 2bth	\$3,110	\$3,248	\$3,370	\$3,447	\$3,569	\$3,606	\$3,448	\$3,516	\$3,770	5.6%
3bd TH	\$3,589	\$3,639	\$3,783	\$3,842	\$3,956	\$3,946	\$3,956	\$3,956	\$3,934	-0.6%



Average Occupancy Rate										
	2Q2014	3Q2014	4Q2014	1Q2015	2Q2015	3Q2015	4Q2015	1Q2016	2Q2016	1 Yr. Change
AVERAGE	97.4%	95.5%	96.1%	97.0%	97.0%	96.0%	96.4%	96.1%	95.8%	-1.2%



**Average of Combined Real Facts Data and Craigslist.com Data**

	<b>REAL FACTS Data for Q2 2016*</b>	<b>CRAIGSLIST Average</b>	<b>Average Sunnyvale Rent</b>
Studio	\$1,903	N/A	<b>\$1,903</b>
1-bedroom	\$2,440	\$2,069	<b>\$2,255</b>
2-bedroom	\$2,599	\$2,534	<b>\$2,567</b>
3-bedroom	\$3,770	N/A	<b>\$3,770</b>

**Average rent from surveys of Craigslist.com data**

	<b>1-BR</b>	<b>2-BR</b>
08-24-2016	\$2,095	\$2,550
08-30-2016	\$2,043	\$2,517
AVERAGE	\$2,069	\$2,534

\*REAL FACTS data can be ordered online at [www.realanswers.biz](http://www.realanswers.biz). Real Answers is a research organization and database publisher specializing in the multifamily housing market.

Rent and Occupancy Trend Reports accommodate nine data time points (eight plus the current).

Access historical trends from 1993 to present on a single property or by geographic hierarchy and property class.



# **APPENDIX 23**

**APPENDIX 23****TOTAL RENT SUBSIDY FOR QUALIFIED MOBILEHOME OWNERS WHO LIVE IN THE PARK:**

<b>OPTION 1 - FULLY VERIFIED OPTION</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
Average Sunnyvale Rent* (maximum)	\$ 1,903.00	\$ 2,255.00	\$ 2,567.00	\$ 3,770.00	This will be based on owner's actual new rent as demonstrated in a signed lease agreement, not to exceed amount shown.
Current rent in the Park	\$ (900.00)	\$ (900.00)	\$ (900.00)	\$ (900.00)	Owner's actual current rent will be used. The amount shown is the average rent for a space in the Park, for illustration purposes only.
Monthly Subsidy	\$ 1,003.00	\$ 1,355.00	\$ 1,667.00	\$ 2,870.00	New actual rent minus current actual rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 24,072.00</b>	<b>\$ 32,520.00</b>	<b>\$ 40,008.00</b>	<b>\$ 68,880.00</b>	Monthly subsidy x 24

\*Calculated from current rent listings from Craigslist.org and Real Facts data as shown in Appendix 22.

<b>OPTION 2 - LUMP SUM WITHOUT THE INCENTIVE BONUS</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
90% of Average Sunnyvale Rent	\$ 1,713.00	\$ 2,030.00	\$ 2,310.00	\$ 3,393.00	
Current rent in the Park	\$ (900.00)	\$ (900.00)	\$ (900.00)	\$ (900.00)	Owner's actual current rent will be used. The amount shown is the average rent for a space in the Park, for illustration purposes only.
Monthly Subsidy	\$ 813.00	\$ 1,130.00	\$ 1,410.00	\$ 2,493.00	90% of Average Sunnyvale Rent minus actual current rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 19,512.00</b>	<b>\$ 27,120.00</b>	<b>\$ 33,840.00</b>	<b>\$ 59,832.00</b>	Monthly subsidy x 24

<b>OPTION 2 - LUMP SUM WITH THE INCENTIVE BONUS**</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
95% of Average Sunnyvale Rent	\$ 1,808.00	\$ 2,143.00	\$ 2,439.00	\$ 3,582.00	
Current rent in the Park	\$ (900.00)	\$ (900.00)	\$ (900.00)	\$ (900.00)	Owner's actual current rent will be used. The amount shown is the average rent for a space in the Park, for illustration purposes only.
Monthly Subsidy	\$ 908.00	\$ 1,243.00	\$ 1,539.00	\$ 2,682.00	100% of Average Sunnyvale Rent minus actual current rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 21,792.00</b>	<b>\$ 29,832.00</b>	<b>\$ 36,936.00</b>	<b>\$ 64,368.00</b>	Monthly subsidy x 24

\*\*Available for Option 2, only if owner selects within 60 days after approval of CIR and vacates within 30 days of selection

**TOTAL RENT SUBSIDY FOR QUALIFIED TENANTS AND SUBTENANTS:**

<b>OPTION 1 - FULLY VERIFIED OPTION</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
Average Sunnyvale Rent	\$ 1,903.00	\$ 2,255.00	\$ 2,567.00	\$ 3,770.00	This will be based on the tenant's actual new rent as demonstrated in a signed lease agreement, not to exceed amount shown. Amount shown is Average Sunnyvale Rent.
Current rent in the Park	\$ (1,536.00)	\$ (1,536.00)	\$ (1,665.00)	\$ (1,665.00)	Tenant's actual current rent will be used. The amount shown is the average rent for a mobilehome in the Park, for illustration purposes only.
Monthly Subsidy	\$ 367.00	\$ 719.00	\$ 902.00	\$ 2,105.00	New rent (not to exceed Average Sunnyvale Rent) minus current rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 8,808.00</b>	<b>\$ 17,256.00</b>	<b>\$ 21,648.00</b>	<b>\$ 50,520.00</b>	Monthly subsidy x 24

<b>OPTION 2 - LUMP SUM WITHOUT THE INCENTIVE BONUS</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
90% Average Sunnyvale Rent	\$ 1,713.00	\$ 2,030.00	\$ 2,310.00	\$ 3,393.00	
Current rent in the Park	\$ (1,536.00)	\$ (1,536.00)	\$ (1,665.00)	\$ (1,665.00)	Tenant's actual current rent will be used. The amount shown is the average rent for a mobilehome in the Park, for illustration purposes only.
Monthly Subsidy	\$ 177.00	\$ 494.00	\$ 645.00	\$ 1,728.00	90% Average Sunnyvale Rent minus tenant's actual current rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 4,248.00</b>	<b>\$ 11,856.00</b>	<b>\$ 15,480.00</b>	<b>\$ 41,472.00</b>	Monthly subsidy x 24

<b>OPTION 2 - LUMP SUM WITH THE INCENTIVE BONUS</b>	Studio	1-bedroom	2-bedroom	3-bedroom	Explanation of amount used
95% Average Sunnyvale Rent	\$ 1,808.00	\$ 2,143.00	\$ 2,439.00	\$ 3,582.00	
Current rent in the Park	\$ (1,536.00)	\$ (1,536.00)	\$ (1,665.00)	\$ (1,665.00)	Tenant's actual current rent will be used. The amount shown is the average rent for a mobilehome in the Park, for illustration purposes only.
Monthly Subsidy	\$ 272.00	\$ 607.00	\$ 774.00	\$ 1,917.00	90% Average Sunnyvale Rent minus tenant's actual current rent
<b>Total Monthly Rent Subsidy</b>	<b>\$ 6,528.00</b>	<b>\$ 14,568.00</b>	<b>\$ 18,576.00</b>	<b>\$ 46,008.00</b>	Monthly subsidy x 24

# **APPENDIX 24**

**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](mailto: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 City of Sunnyvale and 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 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 4<sup>th</sup> 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:

**Debbie Martinez**

**John Morris**

**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, Debbie Martinez, John Morris, 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 Sunnyvale, 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 Debbie, Jessica, Linh, Art and Paul follow.

## Deborah Martinez Consultant/Associate

### Autotemp

373 4<sup>th</sup> Street, Suite 2A, Oakland, CA 94607  
San Francisco Bay Area (510) 238-9386  
Toll-Free (888) 202-9195

#### Professional Credentials

**Initial Year in Industry:** 1995

#### Education:

Bachelor of Arts in Business Candidate  
University of Phoenix at Long Beach

#### Certifications and Licenses:

California Department of Real Estate  
Salesperson License # 01888859

Legal Assistant/Paralegal Certificate  
Paralegal Training Centers, Pasadena

#### Supplemental Courses:

Ethics and the Right of Way Profession  
Business Relocation  
Principles of Real Estate Engineering  
Principles of Real Estate Negotiation

#### Professional Affiliations:

Member, International Right of Way  
Association Chapter 1 (IRWA)

A U T O



T E M P

Deborah Martinez provides relocation advisory and financial assistance to displaced persons and businesses as a result of acquisition of real property for public use.

Ms. Martinez has performed real estate acquisition and relocation assistance to facilitate road widening and other public works projects in various jurisdictions, including providing relocation assistance on the \$2.3 billion Alameda Corridor Project.

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. Martinez has a working knowledge of both federal and state regulations relating to relocation assistance and benefits. She has prepared relocation plans for both residential and business properties and is fluent in Spanish speaking, writing, and reading.

#### Project Examples

**Richmond Housing Authority** – Hacienda Project – Relocating 21 residential tenants.

**Mid-Pen CANDO LLC** – University Avenue Senior Housing Project – Relocating 8 residential tenants.

**Related of California** – Robert B. Pitts – City of San Francisco Housing Authority- Relocating 200 households.

**Los Angeles Unified School District** – Central, Valley, and South Region Projects – Coordinated efforts of outside relocation field consultants, managing relocation process involving over 1000 Residential Relocation cases in over 15 projects.

**McCarthy Construction, Inc.** – Cal Flats Solar Project – Resource study for over 300 workers.

**City of Sunnyvale** – Nick's Mobile Home Park relocation and closure.

## Jessica Garliepp Consultant/Associate

### Autotemp

373 4<sup>th</sup> 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)

A U T O



T E M P

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 4<sup>th</sup> 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

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.

A U T O



T E M P

## **Linh Inokuchi** **Consultant/Associate**

### **Autotemp**

373 4<sup>th</sup> 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

A U T O



T E M P

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 4<sup>th</sup> 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

A U T O



T E M P

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

Name of Project: Nick's Mobile Home Park

Brief Description: 32 unit Mobile home park closure

Name of Owner: **City of Sunnyvale**

Contact person: Suzanne Ise, 408.730.7250

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 25**



## Mobile Home Park Appraisers

1. Benchmark Appraisals (Will not do appraisals for park closures)  
371 Sobrato Dr., Campbell, CA 95008  
Phone: 408-374-8484
2. M&C Appraisals - California  
6084 Dunn Ave  
San Jose, CA 95123  
Phone: (408) 876-4881  
Phone: (408) 828-3009  
Fax: (408) 649-5324
3. Rivkin Appraisal Group - California  
2787 Moorpark Ave, Suite 200, San Jose, CA 95128  
Phone: 408-296-8000  
Fax: 408-715-0148
4. Beccaria & Weber Inc.  
David F. Beccaria, Chief Executive Officer  
830-F Bay Avenue, Capitola, CA 95010  
Bus: 831-462-1406  
Cell: 831-566-9661  
Fax: 831-462-3812
5. Golden State Appraisal  
P.O. Box 7964  
Newport Beach, CA 92658  
Bus: 877-347-3700  
Jim Moore, Chief Appraiser  
jim@mhvalues.com  
newappraisal@mhvalues.com