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HUNTINGTON BEACH

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:                      2/6/2006	Department ID Number:                      ED 06-3

**CITY OF HUNTINGTON BEACH  
REQUEST FOR CITY COUNCIL ACTION**

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *Penelope Culbreth Graft*  
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

**PREPARED BY:** STANLEY SMALEWITZ, DIRECTOR OF ECONOMIC DEVELOPMENT *Stanley Smalewitz*

**SUBJECT:** **Approve a new Rental Agreement for Space 17, a City Resolution pertaining to Ocean View Estates Management, and the master Ocean View Estates Rental Agreement**

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

**Statement of Issue:** Nine of the 44 mobile home owners at Ocean View Estates (OVE) are the original OVE tenants that have a life estate provision in their rental agreements, and do not have the right to sell their mobile home. The resident in Space 17 has petitioned to have the right to sell her mobile home and is willing to terminate her existing agreement with the life estate provision. City Council needs to approve the new rental agreement with the tenant. The attached City Resolution will delegate authority to sign future rental agreements and manage the Ocean View Estates Enterprise Fund. City Council will need to approve the Resolution pertaining to park management and will need to approve a new master Ocean View Estates Rental Agreement (Rental Agreement).

**Funding Source:** Not applicable.

**Recommended Action: Motion to:**

1. Approve the new Ocean View Estates Rental Agreement for Space 17 (Attachment 3);
2. Approve Resolution 2006-5 (Attachment 4) authorizing the Director of Economic Development, and the Real Estate Services Manager and his/her designee to execute rental and lease agreements approved as to form by the City Attorney, and authorize the Finance Officer, the Director of Economic Development, and the Real Estate Services Manager to have authority over the Ocean View Estates Enterprise Fund; and
3. Approve the master Ocean View Estates Rental Agreement that has been approved as to form by the City Attorney (Attachment 5)

*E-9*

## REQUEST FOR ACTION

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### Alternative Action(s): Motion to:

Do not approve the rental agreement for Space 17, the Resolution, or master Rental Agreement.

### Analysis:

Ocean View Estates (OVE) Mobile Home Park, located at 7051 Ellis Avenue, is a City-owned mobile home park comprised of approximately 9.3 acres, having forty-four mobile home spaces that are rented with various lease or rental agreements. The mobile home park was established in 1986 as a temporary use to accommodate residents from three other mobile home parks in Huntington Beach: Huntington Shores (residents with a life estate provision in their rental agreement), Pacific Trailer Park and Driftwood Beach Club (relocations due to the Waterfront project). Ocean View Estates is scheduled to close on March 31, 2019.

The resident at Space 17 is one of the nine remaining mobile home owners with the life estate provision in the rental agreement executed in 1986 that restricts the homeowner from selling their mobile home. All thirty-five other OVE owners have the right to sell their mobile home on the open market. The resident has petitioned (Attachment 2) to have the right to sell her mobile home and will relinquish the life estate provision in the existing agreement (Attachment 1). By keeping the life estate provision and not allowing her to sell, the resident will have the right to stay at Ocean View Estates beyond the park closure date of March 31, 2019. Staff recommends that the tenant enter into the new rental agreement (Attachment 3) that provides for her right to sell and terminates her life estate provision.

As the Real Estate Division was transferred from Administrative Services to the Department of Economic Development, City Resolution *2006-5* (Attachment 4), when approved, will re-delegate the authority to manage the fund and execute documents from staff positions no longer assigned to positions responsible for management of the park. The Finance Officer, the Director of Economic Development, and the Real Estate Manager will be delegated authority over the Ocean View Estates Enterprise Fund. The Director of Economic Development, the Real Estate Services Manager, or his/her designee will be authorized to execute rental and lease agreements approved as to form by the City Attorney, and to acknowledge escrow instructions and other property management documents.

The master Ocean View Estates Rental Agreement (Attachment 5) is approved as to form by the City Attorney. New tenants and any existing tenant may enter into this agreement upon approval from Park Management. The existing tenants who enter into this agreement will continue with their then current base rent amount. To update the Park Rules and Regulations, the residents participated in two meetings with City staff (October 13 and December 8, 2005). The revised Park Rules and Regulations are shown as Exhibit B to the master Rental Agreement. When City Council approves the sample Rental Agreement, the Park Rules and Regulations will also be approved.

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Staff recommends that City Council approve the new Rental Agreement (Attachment 3) with the tenant in space 17, City Resolution 2006-5 (Attachment 4), and the master Ocean View Estates Rental Agreement (Attachment 5).

**Environmental Status:** Not applicable.

**Attachment(s):**

City Clerk's Page Number	No.	Description
4	1.	Existing Ocean View Estates Rental Agreement, Space 17
17	2.	The Resident's Petition to Sell the Mobile Home, Space 17
19	3.	New Ocean View Estates Rental Agreement, Space 17
95	4.	City Resolution <u>2006-5</u>
98	5.	New Master Ocean View Estates Rental Agreement

E9. 3

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*2011-11-11*

# ATTACHMENT #1

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RENTAL AGREEMENT  
BETWEEN THE CITY OF HUNTINGTON BEACH  
AND LESSEE FOR SPACE IN  
OCEAN VIEW ESTATES

1. PARTIES: This Rental Agreement is made and executed this 2nd day of June, 1986, by and between the City of Huntington Beach (hereinafter called Lessor), and Helen Morton Smith, Elma Fay and Robert C. Morton (hereinafter called Lessee).

2. DEMISED PREMISES: Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, that certain Lot known as Space No 17 situated in Ocean View Estates located at 7051 Ellis Avenue, Huntington Beach, California 92648.

3. TERM: The term of this Rental Agreement shall be for the life of named Lessees, or for the life of the last surviving named Lessee set forth herein, and shall end upon the death or vacation of the premises by the last surviving named Lessee.

4. RENT: Lessee agrees to pay Lessor rent for the demised premises, without deduction, according to the following Rent Schedule:

<u>YEAR</u>	<u>RENT</u>
1	\$160 per month
2	175
3	190
4	205
5	220
6	235

7, and thereafter, a minimum increase of 7% per year, or that percentage for the previous year as set forth by the Long Beach-Anaheim CPI (or whichever such indicator is commonly in use at the time), whichever is greater, said percentage increase to be calculated on the previous year's base rental amount.

said rent shall be payable monthly in advance, on the first day of each month, plus all other sums, if any, payable hereunder, which additional charges shall be payable within 30 days after Lessor renders statements of account therefore. All monies payable hereunder shall be paid by check or money order at the office of the City Treasurer. Under certain circumstances, Lessor may require that payment be made in cash, in which case the Lessee will be notified, and all other requirements for paying rent and other charges will remain the same. Rent may be adjusted by management at the beginning of each anniversary year and upon Sixty (60) days notice. Failure to pay new rental amount when due shall terminate tenancy.

If the rent is not paid by the 10th day of any calendar month, a late charge of \$20.00 will be charged to cover Management's costs for additional accounting and collection expenses. Additionally, a handling charge of \$10.00 will be required for all checks returned by the bank due to insufficient funds in the Lessee's account or for any other reason. The above amounts shall increase yearly, based upon the yearly percentage rent increase set forth hereinabove. This provision shall not be construed as a waiver by Management of its right to enforce any provision hereof after any default on the part of a Lessee. Furthermore, the acceptance of payments shall not constitute a waiver of any breach of any rule, regulation or any covenant of the Rental Agreement, nor shall it reinstate, continue or extend the term of the party's Rental Agreement or affect any notice, demand or suit hereunder.

5. SECURITY DEPOSIT Lessee has concurrently deposited with Lessor \$ NONE (hereinafter called "Deposit"), receipt of which is acknowledged by Lessor, as security for the full and faithful performance of each term, covenant and condition of this Rental Agreement, including without limitation, the payment of rent, repair or damages to premises, and surrender of the premises in clean condition. Lessee further agrees that if the payment of any rent in default or for any other sum for which Lessor may spend or be required to spend by reason of Lessee's default pursuant to the provisions of Section 1950.5 of the California Civil Code.

Should Lessor be required to so use or apply the Deposit upon Lessee's default, Lessee shall, on the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore the Deposit to its original amount, and Lessee's failure to do so within thirty (30) days after receipt of such demand shall constitute a breach of this Rental Agreement. Should Lessee comply with all of the terms, covenants and conditions of this Rental Agreement, including the payment of rent as due, the Deposit or any balance thereof shall be returned to Lessee, without interest, at the end of the term of this Rental Agreement, or upon the earlier termination of this Rental Agreement without Lessee's default. In the event Lessor sells the leased premises, Lessor shall deliver the Deposit to its successor in interest, and shall be discharged from further liability with respect to the Deposit upon notice to the Lessee by registered mail of such transfer and the transferee's name and address.

6. STORAGE LIEN: Lessee hereby agrees that the mobilehome will not be removed until all rent and other charges have been paid and that for unpaid rental and charges, Lessor has a lien on the mobilehome placed on Space No. 17. The lien rights granted Lessor include, but are not limited to, those granted by Section 1174 of the California Code of Civil Procedure and Sections 1980-1991 of the California Civil Code.

7. PERMISSIBLE USE OF LOT: The lot shall be used for a mobilehome, approved by Lessor, to be used as a residence only for the person or persons named in this Agreement as Lessee(s) and for no other persons.

8. MANAGEMENT OF PARK: Lessor shall be represented on the premises by its Park Manager vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Lessor. His or her decision shall be final and binding upon Lessee.

9. LOT MAINTENANCE:

(A) In order to protect our mutual investment, Lessees are required to maintain their Lot and mobilehome in a clean, attractive and well kept fashion. Lessees may have storage cabinets to store furniture, trash cans, etc. If a Lessee has an item that cannot be adequately stored in the storage cabinet, it must be removed from the Park. Additionally, Lessees are expressly prohibited from storing anything, other than wheels and hitches, under the mobilehome.

(B) Management may enter the rented premises for the purpose of inspecting same and to do any work in connection with maintenance and repair of the Lot and the cost of such maintenance

or repairs occasioned by neglect or misuse of the Lot shall be paid by the Lessee.

**10. LANDSCAPING:**

(A) All Lessees are required to landscape their Lot in clean, attractive and well kept fashion. Lessor encourages all residents to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned, but installation of any trees or any concrete, masonry or ground cover (including rock, wood-chips, bark, etc.) must be approved by Management beforehand. Lessees must check with Lessor's Park Manager before digging or driving rods or stakes in the ground, as they might damage underground wiring, utility wire or plumbing. Lessee shall bear the cost of repairs to any utilities damaged by Lessee.

(B) Most Lessees will want to get their landscaping in as soon as possible, but for the benefit of those who want to put in their own, and have only a day or two a week to complete it, Lessor has set a time limit of ninety (90) days from the date of moving in the mobilehome. If for any valid reason the Lessee cannot complete the landscaping within said period, he/she must obtain a written extension from Lessor.

(C) All landscaping improvements shall at once become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Lot, provided that at Lessor's option, Lessee, at his expense when surrendering the Lot, shall remove all such landscaping planted by Lessee, and Lessee shall repair any damage to the premises caused by such removal.

**11. PATIO FURNITURE:** Lessor expressly prohibits the use of any furniture on the patio, porch or yard unless it is outdoor patio

furniture approved by Lessor's Park Manager. No overstuffed furniture, ironing boards, brooms, mops, etc., are allowed to be stored outside the mobilehome.

12. PETS:

(A) Pets, unless previously owned and written permission given by Lessor, are not permitted to be kept in the Park.

(B) If permitted, the type of pets and conditions are set forth in separate Pet Agreement which, if applicable, is attached and by reference made a part of this Agreement. Lessor reserves the right to deny the keeping or acquisition of a pet in the Park.

(C) Guests are prohibited from bringing pets into the Park.

13. PEACE AND QUIET:

(A) Lessees are entitled to the peaceful enjoyment of their Lot and all Park facilities. Radios, televisions, record players, musical instruments or any other noise that may cause annoyance to Lessees must, therefore, be kept reasonably low, especially after 10:00 P.M. No radio transmitters are allowed in the Park.

(B) Loud parties, intoxication, fighting, immoral conduct or children without the supervision of an adult, all of which might be cause for a complaint, are prohibited.

14. VEHICLE CONTROL:

(A) For the safety of the Park Lessees and their guests, Lessor has established and posted a speed limit in the Park, and all Lessees must cooperate in its enforcement.

(B) Lessees may park passenger vehicles only on the Lot driveway or other designated areas. Neither Lessees nor their visitors may park any vehicle on another Lessee's lot or vacant lot without the express permission of that Lessee or Lessor's Park

Manager, whichever is applicable. Visitors may park in the designated guest parking areas, or in their host's driveway if space is available.

Trailers, boats and recreation vehicles not used for daily transportation must be parked only in the designated storage areas. All motorized vehicles must meet State law requirements in order to be operated in the Park. No unusable or unsightly vehicles will be allowed in the Park or storage areas.

(C) The operation of motorcycles, motor scooters, minibikes and other two and three wheel motorized vehicles must be approved in writing by Lessor.

15. ACCESSORY EQUIPMENT AND STRUCTURES: Approval of Lessor must be obtained before construction or installation of any mobilehome accessory. Building permits are required for certain accessories before installation. A list of the agencies requiring a permit can be obtained from Lessor's Park Manager.

16. GARBAGE AND TRASH DISPOSAL: All garbage must be wrapped and, with other refuse, must be placed in the proper containers provided therefor. Sanitary and health laws must be obeyed at all times.

17. LAUNDRY ROOM: Use of laundry facilities is conditioned upon the rules posted in the laundry room, as they are incorporated herein and made a part of this Rental Agreement. However, these posted regulations may be amended at the discretion of Lessor upon sixty (60) days notice.

18. INSPECTION: Lessee states that he/she has fully and completely examined the premises, the streets, laundry, recreational facilities and all other areas open to their use and found their condition as being safe and acceptable.

19. **SUBLETTING AND SALE OF MOBILEHOMES:** Subletting or the sale of mobilehomes is expressly prohibited hereunder.

20. **WRITTEN APPROVAL:** References to approval, permission, or authorization of Lessor shall be construed as written approval prior to taking action.

21. **COMPLAINTS:** All Lessee complaints, except emergencies, must be presented to Lessor's Park Manager in writing during office hours.

22. **WAIVER OF LIABILITY:** Lessee, as a material part of the consideration under the Rental Agreement, hereby waives all claims against Lessor for damages to furniture, equipment, records, goods, wares or merchandise in, upon or about the Lessee's mobilehome, from any cause arising at any time, other than the negligence of Lessor's employees. Lessee does hereby agree to indemnify and hold Lessor harmless from and on account of any damage of injury to any person, or to the furniture, equipment, records, goods, wares or merchandise of any person, arising from the use of the Park by Lessee, or arising from the failure of Lessee to keep the mobilehome and the Lot in good condition, as herein provided, or arising from the negligence of Lessee, his family or guests. Lessor shall not be liable to Lessee for any damage by or from any act or negligence or any co-lessees or their guests, or by any owner or occupant of adjoining or contiguous mobilehomes. Lessee agrees to pay for all damage to the Park and Lot, as well as all damages to other Lessees, their guests and families thereof caused by the Lessees or his guest's negligence or misuse of the Park.

23. **WAIVER OF DEFAULT:** No waiver by Lessor of its right to enforce any provision hereof after any default on the part of

Lessee, shall be deemed a waiver of Lessor's right to enforce each and all of the provisions hereof upon any further or other default on the part of Lessee. The acceptance of rent hereunder shall not be, or become construed to be, a waiver of any breach of any term, covenant or condition of the party's Rental Agreement or the Park's Rules and Regulations, nor shall it reinstate, continue or extend the term of the party's Rental Agreement or affect any notice, demand or suit thereunder.

24. CALIFORNIA CIVIL CODE REQUIREMENTS:

(A) California Civil Code Section 789.9 provides: "The Management of a mobilehome park shall provide tenants with the park rules and regulations and the language of Sections 789.5 to 789.11 inclusive in written form either included within the rules and regulations of the park or in the rental agreement."

(B) Pursuant to said Section, Lessor attaches hereto and incorporates by reference the wording of said sections.

25. CONSIDERATION FOR EXECUTION OF LEASE: The consideration of the Rental Agreement shall be the leasing of Space No. 17 and the payment of rent and charges for same, subject to the Rental Agreement terms. Lessor hereby acknowledges the receipt of \$ \_\_\_\_\_ from Lessee, which covers the period commencing JUNE 1, '86 and ending JUNE 30, '86.

26. UTILITIES AND OTHER CHARGES: Lessee shall pay for gas, electricity, water and such other utilities as may be provided. A storage charge of \$ N/A for N/A in the Park.

27. TERMINATION: Lessee may terminate this tenancy by giving the other party sixty (60) days written notice thereof and rental shall be paid through that date, or if there be previously paid

but unused rent, the same shall be refunded when the premises are vacated. It is understood by the parties that the Lessor can only terminate this Rental Agreement pursuant to the rights granted it by law.

28. INDEMNIFICATION: Lessee covenants to indemnify and hold and save Lessor harmless Lessor, its officers, agents and employees from and against any and all liability, damages, costs, losses claims and expenses caused by or arising out of any injury or death of persons or damage to property, income upon or about the leased premises or caused by or arising out of any activities or omission of Lessee, his agents, employees, licensees and/or invitees, including without limitation, injury or death of Lessee, his agents, employees, licensees and invitees and damage to their property or Lessee's property; any concurrent negligence of willful misconduct of Lessor shall in no way diminish Lessee's obligations hereunder.

29. LESSOR'S RIGHT UPON LESSEE'S BREACH: Lessor may elect to terminate this Rental Agreement for any event of default or breach hereof or of the Park Rules and Regulations. Should Lessor elect to terminate it may recover from Lessee all damages incurred by Lessor by reason of such breach, including without limitation, the cost of recovering the premises, and the worth at the time of such termination of the excess, if any, of the amount of unpaid rent and unpaid charges reserved under this Rental Agreement over the amount of the rental loss which Lessee proves could be reasonably avoided, for the remainder of the term of this Rental Agreement. The remedies of Lessor specified herein are in addition to and cumulative of any remedies provided Lessor by statute, including the remedies provided in California Civil Code Sections 1951.2 et. seq.

**30. RECEIPT OF PARK RULES AND REGULATIONS AND APPLICABLE LAW:**

Lessee hereby acknowledges receipt of the Mobile Home Park Rules and Regulations adopted for the benefit and protection of all tenants, guests and visitors, California Civil Code Provisions and Lessee hereby agrees to abide by and conform with all laws of the State of California and each and all of the present rules and regulations, and all future rules and regulations hereafter adopted by Lessor and implemented in compliance with State law. Lessee also agrees that any breach by himself/herself, family, guests or visitors of the rules and regulations, or State law, shall be deemed a failure to perform an express term of this Rental Agreement, and Lessor may terminate this Rental Agreement for said breach as a default pursuant to the laws of the State of California then in effect.

**31. ATTORNEYS' FEES:** Should either Lessor or Lessee be required to employ counsel to enforce the terms, conditions and covenants of this Rental Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein whether or not court proceedings were commenced.

**32. TRANSFER OF LESSOR'S INTEREST:** In the event Lessor transfers its reversionary interest in the Park, Lessor shall be automatically relieved of any obligations hereunder accruing after the date of such transfer, provided such obligations are assumed in writing by the transferee.

**33. GOVERNING LAW:** This Rental Agreement shall be governed by and construed pursuant to the laws of the State of California.

**34. ENTIRETY:** This Rental Agreement and the documents incorporated herein by paragraph 30 contain the entire agreement between the parties.

35. EXECUTION AND ACKNOWLEDGMENT: Lessee acknowledges having read the Rental Agreement and agrees to be bound by all of the terms and conditions herein contained.

36. CAPTIONS: The titles of paragraphs herein are for identification only and are not to be considered to be a part of this Rental Agreement, nor to be restrictive in any manner of the provisions of any of the paragraphs of this Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

LESSEE:

Helen Morton Smith  
name

Robert C. Morton  
name

Elma Fay Morton  
name

ATTEST:

Alicia M. Wentworth  
City Clerk  
6/20/86

REVIEWED AND APPROVED:

Charles A. Thompson  
City Administrator

ACKNOWLEDGED:

Dawn Brennan  
Park Manager for Lessor

LESSOR:

CITY OF HUNTINGTON BEACH,  
A municipal corporation  
of the State of California

Robert P. Mandin Jr.  
Mayor

APPROVED AS TO FORM:

Gail Hutton  
3-21-86 City Attorney

INITIATED AND APPROVED:

[Signature]  
Chief of Administrative  
Services

# ATTACHMENT #2

TO THE CITY OF HUNTINGTON BEACH:

I, Elma Fay Morton, residing at Space 17 at Ocean View Estates, 7051 Ellis Avenue, City of Huntington Beach, request to have the right to sell my mobilehome and will relinquish all rights to having a Life Estate at Ocean View Estates as described in the 1986 Lease Agreement between myself and the City of Huntington Beach.

I am willing to enter into a new rental agreement with the same provisions as the market rate agreement while maintaining my current rental amount. Therein, I will acknowledge that Ocean View Estates Mobilehome Park (Park), owned by the City of Huntington Beach, will close no later than March 31, 2019 ("Closure Date") and that, in said date, upon proper notice by Management to the Homeowner, the Park will convert to use as a public park. I understand that upon such closure, as homeowner, my respective heirs, personal representatives, executors, administrators, successors, and assigns, will not be entitled to any relocation benefits through a waiver of such benefits incorporated in the Rental Agreement, Section 24, with the City of Huntington Beach.

Signature: Elma Fay Morton Date: 12-19-05  
Elma Fay Morton

# ATTACHMENT #3

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AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND  
ELMA FAY MORTON  
FOR RENTAL OF SPACE IN OCEAN VIEW ESTATES MOBILEHOME PARK

THIS RENTAL AGREEMENT ("Agreement") is made and executed by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "Management", and ELMA FAY MORTON, hereinafter referred to as "Homeowner."

The parties agree as follows:

1. GENERAL

- 1.1 **In accordance with California Civil Code §798.17, THIS AGREEMENT IS EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENT ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT MAY BE CHARGED FOR RENT.**
- 1.2 The Mobilehome Residency Law of the State of California, a copy of which is attached hereto as Exhibit "A," is incorporated into this Agreement by this reference as though fully set forth herein.
- 1.3 Homeowner has the right to 1) have at least thirty days to inspect the Agreement; and 2) to void the Agreement by notifying Management in writing within 72 hours of the acceptance of the Agreement.
- 1.4 The Rules and Regulations of the Park ("Park Rules"), a copy of which is attached hereto as Exhibit "B" is incorporated into this Agreement by this reference as though fully set forth herein.
- 1.5 The term "Common Areas" is defined as all areas and facilities outside the Premises that are provided and designated by Management from time to time for the general non-exclusive use of Management, Homeowner, other homeowners in the Park and their respective invitees, including the clubhouse, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.
  - 1.5.1 During the term of this Agreement, Homeowner shall have the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Management under the terms hereof.
  - 1.5.2 Management shall have the exclusive control, management and maintenance of the Common Areas and shall have the right, from time to time, to establish,

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modify, amend and enforce reasonable rules and regulations with respect thereto. Homeowner agrees to abide by and conform to all such rules and regulations.

1.5.3 Management shall have the right, from time to time to:

- (a) Make changes to the Common Areas;
- (b) Close temporarily any of the Common Areas for maintenance purposes as long as reasonable access to the Premises remains available; and
- (c) Use the Common Areas while engaged in making additional improvements, repairs or alterations to the Premises or any portion thereof.

1.5.4 It is the responsibility of Management to provide and maintain physical improvements in the Common Areas in good working order and condition and with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, 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 a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

1.5.5 A description of the physical improvements to be provided Homeowner during his or her tenancy is attached hereto as Exhibit "C" and incorporated by this reference as though fully set forth herein.

1.5.6 A listing of those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of the tenancy and the fees, if any, to be charged for those services is attached hereto as Exhibit "D" and incorporated by this reference as though fully set forth herein.

## 2. PREMISES

2.1 Management is the owner and operator of that certain forty-four space, ten acre mobilehome park called Oceanview Estates Mobilehome Park, which is located at 7051 Ellis Avenue, Huntington Beach, California ("Park"). Homeowner, the owner or legal possessor of a mobilehome, wishes to lease a space within the Park for the placement of his, her, or their mobilehome. Management hereby rents to Homeowner, and Homeowner accepts from Management those certain Premises commonly known as Space No. 17 ("Space" or Premises"), which is situated within the Park. By signing this Agreement, Homeowner acknowledges having inspected the Premises, Common Areas, as well as all of the Park's services and facilities. Homeowner has found them to be safe and sanitary and as represented by Management; and to the extent that they are not precisely as represented visually, Homeowner accepts them as they are at the time this Agreement is signed.

- 2.2 Once the mobilehome has been secured on the Space, prior to thereafter modifying, adding or removing any existing improvements to the Space, Homeowner shall submit a dimensioned plot plan with the proposed work plan to Management for written approval prior to performing any work.
- 2.3 Homeowner is responsible for obtaining any and all legally required permits, licenses and/or entitlements required to legally perform any work. The Homeowner must pay all fees, costs and/or expenses.

3. TERM

- 3.1 The tenancy created under this Agreement shall be for a period of \_\_\_\_\_ months and shall commence on \_\_\_\_\_, 20\_\_\_\_, (“Commencement Date”), and end on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as provided in this Agreement.
- 3.2 Homeowner acknowledges that pursuant to California Civil Code §798.17, Management has offered him, her, or them the option of 1) a month-to-month rental agreement; 2) a rental agreement having a term of twelve (12) months; 3) a rental agreement having a term which is longer than a month-to-month tenancy but less than twelve (12) months; or 4) rental agreement having a term of \_\_\_\_\_ months.
- 3.3 Homeowner acknowledges that he, she, or they have the right to accept any of the foregoing four (4) options as provided in California Civil Code §798.17, but that notwithstanding the foregoing, Homeowner has voluntarily elected the term of tenancy set forth in Paragraph 3.1 hereof.

4. RENT

- 4.1 Upon the Commencement Date, Homeowner shall pay rent to Management in the amount of \$\_\_\_\_\_ per month on the first day of each month, in advance, without deduction or offset of any nature whatsoever. If the Commencement Date is other than the first day of a calendar month, Homeowner shall pay on the first day of the Term, the prorated Rent for the remainder of the calendar month in which the Term commences. Thereafter, Homeowner shall pay a full month’s Rent on the first day of each calendar month. All monies payable hereunder shall be paid by check or money order to:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

- 4.2 Commencing on October 1 following the Commencement Date and continuing on each October 1 of each successive year during the term of this Agreement, or any extension or renewal thereof, the monthly rent which was in effect for the immediately preceding

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month ("Base Monthly Rent") shall be adjusted by a cost-of-living increase. The Base Monthly Rent payable hereunder shall be increased by no less than three percent (3%) or no more than seven percent (7%) per year, adjusted between this range only by that percentage which occurred in the Consumer Price Index (All Items, Base 1982-84= 100) as published by the United States Department of Labor, Bureau of Labor Statistics, for all consumers for the Los Angeles, Riverside, and Orange County Metropolitan Statistical Area, or whichever such indicator is commonly in use at the time for the most recent published twelve month period dated as of June 1<sup>st</sup>, which allows Management to provide a ninety (90) day written notice to Homeowner prior to October 1<sup>st</sup>.

- 4.3 If the rent is not paid by the sixth day of any calendar month, Homeowner shall pay to Management a late charge of five percent (5%) of the Base Monthly Rent for each such untimely payment. If the sixth lands on a weekend date, the rent is considered late if not paid by the first working date of the week following. Homeowner hereby acknowledges that late payment to Management of rent and other sums due hereunder will cause Management to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Management will incur by reason of any late payment by Homeowner. Furthermore, the acceptance of such late charge by Management shall in no event constitute a waiver of any breach of any rule, regulation or covenant of this Agreement; nor shall it reinstate, continue or extend the parties' Agreement or affect any notice, demand or suit; nor prevent Management from exercising any of the other rights and remedies granted hereunder, or by law.
- 4.4 A handling charge of twenty five dollars (\$25.00) shall be due and payable by Homeowner for any check returned by the bank due to insufficient funds in the Homeowner's account or for any other reason, and said sum shall be due and payable within five (5) days from the date such check is returned. Upon a second returned check by the bank due to any reason during the remaining term of the Agreement, the rent shall be automatically considered as late, if returned by the bank after the sixth of the month or if Homeowner does not make the rent payment in cash or cashier's check to Management by the sixth of the month, and all conditions as set forth in Paragraph 4.3 shall apply. Furthermore, Homeowner agrees, upon a second returned check, to automatically submit payment for all future rental payments in the form of cash, money order, or cashier's check.
- 4.5 As additional rent ("Guest Fee"), Homeowner shall pay a fifty dollars (\$50.00) per month fee for each guest who has stayed more than a total of twenty (20) consecutive days or an aggregate of thirty (30) days during any calendar year (grace period).
- 4.5.1 The Guest Fee shall commence the day after a guest has exceeded the grace period and shall be payable in advance on the first day of each month thereafter. Rent for any period that is for less than one month shall be a pro rata portion of the additional rent.

4.5.2 The Guest Fee shall not apply, however, if the guest is a member of Homeowner's immediate family as defined in the Mobilehome Residency Law.

4.5.3 Guest fees may be increased upon ninety (90) days prior written notice to Homeowner.

5. STORAGE LIEN

Homeowner hereby agrees that the mobilehome will not be removed until all rent and other charges have been paid and that for unpaid rental and charges, Management has a lien on the mobilehome placed on Space No. 17. The lien rights granted Management include, but are not limited to, those granted by Section 1174 of the California Code of Civil Procedure and Sections 1980-1991 of the California Civil Code.

6. UTILITIES AND OTHER CHARGES

Homeowner shall contract with and pay for gas, electricity, water and such other utilities as may be provided. Management shall not be liable for any loss or injury, and Homeowner shall not be entitled to any abatement or reduction of rent by reason of Management's failure to furnish any of the foregoing utilities when such failure is caused by accident, breakage, repairs, strikes, acts of third parties, labor disputes or by any other cause, similar or dissimilar beyond the reasonable control of Management. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the Premises any apparatus or device for the purpose of using electric current, natural gas, water or other utility.

7. TAXES

Homeowner shall pay, prior to delinquency, directly to the assessing body or entity all municipal, county, state, federal and local property taxes on Homeowner's mobilehome and other real or personal property owned by Homeowner as well as all taxes levied upon the Premises, Homeowner or the Park in connection with the use and occupancy of the Premises by Homeowner. This also includes taxes of any nature whatsoever levied on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, steps and porches) and any other improvements made or installed by Homeowner, former homeowners or by persons other than Management.

8. SECURITY DEPOSIT

8.1 Homeowner shall deposit with Management upon the execution of this Agreement the sum of \$ \_\_\_\_\_ as security for Homeowner's faithful performance of his, her or their obligations hereunder. If Homeowner fails to pay rent or other charges which are due hereunder, or otherwise defaults with respect to any provision of this Agreement, Management may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge or default, or for the payment of any other sum to which Management may become obligated by reason of Homeowner's default, or to compensate Management for any loss or damage which Management may suffer thereby. If

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Management so uses or applies all or any portion of said deposit, Homeowner shall within ten (10) days after written demand therefor deposit cash with Management in an amount sufficient to restore said deposit to the full amount hereinabove stated and Homeowner's failure to do so shall be a material breach of this Agreement. Management's obligations with respect to the security deposit are those of debtor and not a trustee. Management may maintain the security deposit separate and apart from its general funds and can comingle the security deposit with its general and other funds. Management shall not be required to pay Homeowner interest on the security deposit.

- 8.2 Provided Homeowner has promptly paid to Management within five (5) days of the date the amount due for all rent, utilities and reasonable service charges for any twelve (12) consecutive month period subsequent to the initial 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 Homeowner the amount of the security deposit 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.

9. CHANGES IN PARK RULES AND REGULATIONS, STANDARDS OF MAINTENANCE, SERVICE, EQUIPMENT OR PHYSICAL IMPROVEMENTS

This Agreement and the Park Rules, other residency documents, standards of maintenance of physical improvements located therein, together with services (including utilities), equipment and physical improvements may be changed from time to time as provided by the Mobilehome Residency Law and other applicable laws. In such event, the rights granted to the Park due to any amendments, deletions or modifications of the Mobilehome Residency Law and other applicable statutes may be enforced by Management. Management may publish new standards for awnings, steps, porches, landscaping and other amenities at any time that it determines would be in the best interest of the Park and its Homeowner. These standards shall be effective and enforceable to the fullest extent consistent with the Mobilehome Residency Law and other applicable statutes.

10. USE AND OCCUPANCY

- 10.1 The Mobilehome and Premises shall be used solely and exclusively for private residential purposes. With an approved Home Occupancy Permit and a Huntington Beach Business License, residents may conduct a business limited to the restrictions of the Home Occupancy Permit (Huntington Beach Municipal Code Section 230.12) that are incorporated into this agreement by reference.
- 10.2 No persons other than Homeowner, and Homeowner's guests, subject to the provisions of Paragraph 11 of this Agreement, may reside at the Premises without prior written consent of Management.
- 10.3 Any act or omission which creates or substantially causes or contributes to damage, conduct or conditions offensive to the senses, or other nuisance, waste, or unreasonable

annoyance to the other residents in the Park is prohibited. Homeowner shall do nothing that will cause damage to the Space or Park. Homeowner will not permit any act or maintain or permit to be maintained any condition on the Premises or in or about the mobilehome, which may cause an increase in the rate of insurance or increase the costs of maintenance and repair or in any way increase the risk of damage to the Premises, Park or any person.

10.4 Ocean View Estates Mobilehome Park is an ALL AGE MOBILEHOME PARK.

10.5 At all times during the term hereof, or any renewal or holdover period, at least one of the persons listed on the last page of this Agreement as Homeowner must be the "legal" or "registered" owner of the mobilehome which occupies the Premises.

10.6 Homeowner is entitled to the peaceful enjoyment of the Space and all park facilities. Any equipment, persons or other such activity that may cause annoyance to other tenants must be kept in compliance with the local municipal noise ordinance. Evidence of unreasonably loud noise may be shown through statements of at least two other residents of the Park. Loud parties, intoxication, fighting, immoral conduct or children without the supervision of an adult, are prohibited.

## 11. GUESTS

11.1 Homeowner agrees to acquaint all guests and invitees with the conditions of his, her or their tenancy in the Park, including but not limited to the Park Rules. Homeowner is and shall be held personally responsible for all actions and conduct of his, her or their guests and is liable for any damage or injury to persons or property that is caused or contributed to by Homeowner's guests.

11.2 Management reserves the right to determine whether the Park's recreational and related facilities can accommodate all the Homeowner, Residents and their guests, and by reason thereof, it may refuse any guest access to the facilities, if necessary.

11.3 Guests who stay a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year must register with Management and, in addition, Homeowner will be charged a Guest Fee in the amount set forth in paragraph 4.5 above. However, no such charge will be imposed if the guest is a member of Homeowner's immediate family as defined in the Mobilehome Residency Law. Further, each guest must complete an application for tenancy, be approved by Management and sign all other residency documents before being permitted to become a Resident of the Park or reside with the Resident for a period greater than the grace period referred to hereinabove.

## 12. MAINTENANCE

12.1 Homeowner shall maintain the Premises, and mobilehome in a clean, attractive and well-kept fashion. Homeowner may have storage cabinets to store furniture, trashcans, etc. subject to the limitations set forth in the Mobilehome Residency Law. If a Homeowner has

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an item that cannot be adequately stored in the storage cabinet, it must be removed from the Park. Additionally, Homeowner is expressly prohibited from storing anything, other than wheels, tires, and hitches, under the mobilehome.

- 12.2 Homeowner is required to landscape the Premises, and once landscaped, to maintain the landscaping in a clean, attractive and well-kept fashion. The installation of any trees or any concrete, masonry, ground cover (including rock, wood-chips, bark, etc.), awnings, or wood structure shall be approved in writing by Management. Homeowner shall check with Management before digging or driving rods or stakes in the ground, as damage may occur to underground wiring, utility wire or plumbing. Homeowner shall bear the cost of repairs to any utilities damaged by Homeowner. All landscaping improvements shall at once become a part of the realty and belong to Management and shall remain upon and be surrendered with the Premises.
- 12.3 Management expressly prohibits the use of any furniture on the patio, porch, or yard of the Premises unless it is outdoor patio furniture approved by Management. No overstuffed furniture, ironing boards, brooms, mops, or other household equipment are allowed to be stored outside the mobilehome or outside a storage shed.
- 12.4 In the event Homeowner fails to repair or maintain the Premises, including by not limited to the Mobilehome, accessory structures, surrounding area, equipment and landscaping. Management shall have the right to enter the Premises and perform such repair or maintenance as may be required and to charge Homeowner for doing so. Management shall not engage in such action, however, until such time as it gives written notice to Homeowner stating the specific condition to be corrected and that Management will perform the maintenance if the Homeowner does not do so within fourteen (14) days. The notice shall also contain an estimate of the charges to be imposed in the event of non-compliance by the Homeowner. Homeowner shall pay the cost to Management for performing the repair or maintenance within thirty (30) days from the date of Management's written invoice.
- 12.5 Homeowner is financially responsible to Management for correcting any drainage problems, or for any releveling or adjustment required on the mobilehome, or for the repair or replacement of any other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. Homeowner shall not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. Homeowner shall be responsible for correcting any drainage problems that existed on Homeowner's Space at the time Homeowner purchased the mobilehome or which Homeowner caused.
- 12.6 No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the Premises. Nothing which creates a hazard or increases the Management's insurance rates shall be permitted on the Premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

13. PETS

Homeowner may keep one pet subject to the Park Rules. Homeowner may be required to execute a Pet Agreement that will be incorporated herein by reference. Management reserves the right to require pets to be removed by the Homeowner if the Homeowner does not comply with the referenced Park Rules, City Municipal Code, and County Ordinances. Guests are prohibited from bringing pets into the Park. Each pet must be licensed and inoculated in accordance with applicable laws. Upon Management's request, Homeowner shall submit evidence of such licensure and inoculation to Management within seven (7) days of the request.

14. ENTRY UPON SPACE

Management shall have the right of entry upon the Premises to maintain the utilities, the Premises itself, the surrounding area or for the protection of the Park at any reasonable time, but not in a manner or at a time which would interfere with the Homeowner's quiet enjoyment. Management may enter a mobilehome without prior written consent of the Homeowner in the case of an emergency or when the Homeowner has abandoned the mobilehome.

15. ACCESSORY EQUIPMENT AND STRUCTURES

The Homeowner shall submit to Management in writing a request and receive from Management an approval before construction or installation of any mobilehome accessory. Accessory includes but is not limited to storage facilities, awnings, covers, cabanas, etc. It is the Homeowner's responsibility to obtain a building permit for any such structure from the appropriate governmental agency. The Management reserves the right to reject any and all such requests for additional structures outside the mobilehome and, further, to require Homeowner to remove any such structure from the Premises within fourteen (14) days from Management's written notice.

16. VEHICLES

16.1 No inoperable, unlicensed, unusable or unsightly vehicles will be allowed anywhere with the boundaries of the Park, including in the storage areas. Any vehicles not meeting this standard shall be removed from the Park at Homeowner expense. The foregoing includes, but is not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Any car dripping oil or gasoline must be kept out of the Park until repaired to prevent damage to the pavement. A drip pan may be used if cleaned regularly. Cat litter sprinkled in carports is prohibited. Excessively noisy vehicles are not permitted in the Park. All vehicles must have legal muffling devices. Management has the right to refuse admittance to the Park of any vehicle that does not comply with Section 16.

16.2 No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome in which the Homeowner resides) may be done on the Space without Management's consent.

- 16.3 No vehicle may be driven in an unsafe manner. All traffic control signs shall be obeyed. Pedestrians and bicycles shall be granted the right of way. Vehicles operated in the Park must be properly licensed. Any person not properly licensed may not operate a vehicle within the park.
- 16.4 Bicycles may only be driven on the roadways and not on sidewalks, common area greenbelts and other common areas planted with grass and other landscaping, vacant spaces or any other paved area. Bicycles must obey the same traffic regulations as cars.
- 16.5 Motorcycles, motorscooters and other 2- and 3-wheeled motorized vehicles may only be ridden in and out of the Park on the designated roads by the most direct route between the Park's entrance and Homeowner's mobilehome.

## 17. PARKING

Vehicles must be parked within Homeowner's space or within the common areas designated for parking; no parking in the street is allowed. No commercial vehicle or equipment shall be parked overnight in the common parking areas without Park Management approval. Resident parking is not permitted on landscaped or other areas of the Space or on empty spaces. Sleeping in vehicles is not permitted. No vehicle may be "stored" on the Homeowner's space. "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as part of a commercial activity. Except to load and unload, motor homes, buses, trucks, bubble top vans, campers, and other similar vehicles may not be parked on Homeowner's space unless they can fit under Homeowner's carport awning and they are used for transportation on a daily basis. No recreational vehicles or other such similar vehicles as listed above, without limitation, may be parked or otherwise stored in any common area contained within the Park. Vehicles parked in violation of this paragraph are subject to being towed at the vehicle owner's expense.

## 18. GARBAGE AND TRASH DISPOSAL

All garbage must be wrapped and, with other refuse, must be placed in the proper containers provided therefore. Sanitary and health laws must be obeyed at all times. Private arrangements must be made by the Homeowner for proper disposal of large, bulky items directly with the disposal company. Any costs associated with this service, if any, are to be paid by Homeowner.

## 19. SALE OF MOBILEHOME

- 19.1 Homeowner may sell the Mobilehome on the Premises at any time in accordance with the Mobilehome Residency Law and other applicable laws. Any additional rights granted Homeowner or Management due to amendments, deletions or modifications of the Mobilehome Residency Law and other applicable laws may be enforced by Management or by Homeowner. Notwithstanding the foregoing, however, Homeowner must give Management advance written notice of its intent to sell any Mobilehome. Management may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party. If the prospective buyer of the

Mobilehome intends for the Mobilehome to remain the Park, said buyer must do the following before occupying the Mobilehome: (1) complete an application for tenancy; (2) be accepted by Management; (3) execute a lease agreement and any other agreement for the occupancy of the Premises that Management may reasonable require; (4) execute and deliver to Management a copy of the Park's then effective Park Rules as well as other residency documents; and (5) establish to Management's reasonable satisfaction that it has the financial ability to pay the rent and other charges of the Park and can comply with the rules and regulations. Within fifteen (15) business days of receiving all the information requested by Management, it shall notify Homeowner and buyer of either acceptance or rejection of the application and the reason(s) if rejected. If the Purchaser fails to execute the Park's Lease Agreement, said Purchaser shall have NO RIGHTS OF TENANCY. The lease agreement, Park Rules and other residency documents signed by the new Homeowner may be different in their terms and provisions from this Agreement as well as the Park Rules and other residency documents now in effect. Homeowner specifically acknowledges that the buyer shall be charged a beginning monthly amount for rent that may be greater than the rent Homeowner is then paying. The foregoing provisions shall apply to any transfer of the Mobilehome by Homeowner, whether voluntary or involuntary.

- 19.2 Homeowner may place a sign in the window of the mobilehome or on the side of the mobilehome facing the street or in the part of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall be no larger than twenty-four (24) inches in width and thirty-six (36) inches in length and shall state only the name, address and telephone number of the Owner of the mobilehome or his or her agent and must be pre-approved in writing by Management before it is placed on display. All other signs are expressly prohibited.

## 20. MOBILEHOME REGISTRATION AND LICENSE

All mobilehomes must be licensed as required by law. Homeowners must annually provide to Park Management a copy of the mobilehome's Certificate of Registration.

## 21. NON-RESPONSIBILITY OF PARK

Management is not responsible to inspect and approve any work done by Homeowner or its assigns, including, but not limited to, the installation of the mobilehome, driveway, walkways, fences or any other equipment or improvements of any type. To the extent that Management may inspect or approve various issues, it is solely for Management's own purpose and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has installed or constructed correctly or that the work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold Management harmless from any work that is completed within the Premises.

22. NO WARRANTIES

Management is not agreeing to provide a Park that provides other than housing opportunities. Management is not warranting or representing that Homeowner's mobilehome will appreciate in value.

23. STATUTE OF LIMITATIONS

Homeowner agrees that any claim against Management, or any claim Management may have against Homeowner must be filed within one year from the first date of the occurrence, event, accident or condition or the date same should have been known. If any claim is not filed within one (1) year from such date, it shall be forever barred and extinguished. Homeowner is encouraged to consult an attorney about the meaning and effect of this provision.

Please initial here to confirm the foregoing notice: \_\_\_\_\_

**Homeowner's Initials:**

24. PARK CLOSURE; LIMITATION OF RIGHTS

Homeowner is put on formal notice that Ocean View Estates Mobilehome Park ("Park" or "OVE") will close no later than March 31, 2019 ("Closure Date"). Homeowner hereby acknowledges that he or she has not relied upon any belief or representation that the value of mobilehomes in the Park will increase or decline prior to the termination of his/her tenancy. Homeowner hereby represents and acknowledges that he or she has no expectation as to the "in place value" or "in park value" of his or her mobilehome which is to be located on the Premises. It is mutually agreed that this Agreement shall act as and shall be considered as the eighteen (18) month Notice of Change of Use of Ocean View Estates Mobilehome Park which is to take place no later than March 31, 2019 and that, on said date, upon proper notice by Management to Homeowner, the Park will convert to use as a public park. It is mutually agreed that this Agreement shall be considered to be and shall act as the six (6) month Notice of Change of Use and any other notices of change of use that might otherwise be required by then-applicable federal, state, or local law. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives the right to receive further notice that his or her tenancy at OVE shall not extend beyond the Closure Date. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives, releases, and relinquishes any and all rights to receive any relocation benefit when OVE closes except as may be expressly provided herein. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives, releases, and relinquishes any and all rights to object to the closure of OVE and agrees to vacate the Premises upon receipt of a sixty (60) day Notice of Termination of Tenancy prior to the Closure Date. Homeowner agrees to give notice to subsequent purchasers of his or her mobilehome on the Premises of this status and the requirements placed upon such buyer pursuant to this Agreement.

25. EASEMENTS

Management reserves to itself the right, from time to time, to grant such easements, rights and dedications that Management deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Homeowner. Homeowner shall sign any of the aforementioned documents upon request of Management and failure to do so shall constitute a material default of this Agreement by Homeowner without the need for further notice to Homeowner.

26. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Homeowner hereby agrees to protect, defend, indemnify and hold harmless Management, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Homeowner's agents, employees, licensees or invitees and damage to Homeowner's property, arising directly or indirectly out of any activities or omission of Homeowner or her agents, employees, licensees or invitees, caused in whole or in part by any negligent act or omission of Homeowner or her agents, employees, licensees or invitees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of Management. Homeowner will conduct all defense at her sole cost and expense and Management shall approve selection of Homeowner's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Homeowner.

27. INSURANCE

Management does not carry public liability or property damage insurance to compensate or cover Homeowner, Residents or Guests or any other person from any loss, damage or injury of any nature whatsoever except those resulting from actions where Management would be legally liable for such loss, damage or injury. Homeowner is responsible for obtaining, at Homeowner's own cost and expense, extended coverage for homeowners, fire, liability, property and other casualty insurance on the Mobilehome, the items located in the storage area, other improvements and contents wherever located to the full insurable value as well as such other insurance as may be necessary to protect Homeowner, Residents, Guests or others from any other type of loss or liability. Homeowner shall provide to Management a copy of all insurance certifications as proof of such coverage. Homeowner shall be required to provide insurance to the limits as specified by the Risk Management Department of Management; such limits will be provided to Homeowner prior to entry into the Park.

28. ASSIGNMENT AND SUBLEASING

For purposes of this Agreement assignment and subletting includes, but is not limited to, any of the following: subletting, assigning, leasing, renting or otherwise allowing any person other than Homeowner to occupy the Premises for a fee or other consideration, regardless of the time period. Any such assignment or subleasing is prohibited, except as allowed pursuant to the Mobilehome Residency Law, attached hereto as Exhibit "A".

29. COMPLAINTS

All Homeowner complaints, except emergencies, must be presented to Management in writing during normal business hours.

30. TERMINATION OF TENANCY BY MANAGEMENT

30.1 The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Homeowner:

- (a) The vacating or abandonment of the Premises by Homeowner;
- (b) The failure by Homeowner to make any payment of rent or any other payment required to be made by Homeowner hereunder as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Management to Homeowner. In the event that Management serves Homeowner with a Notice to Pay Rent or Quit pursuant to applicable unlawful detainer statutes or the Mobilehome Residency Law, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.
- (c) The failure by Homeowner to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Homeowner, other than described in Paragraph (b) above, where such failure shall continue for the respective period of time described more particularly hereinabove following delivery of written notice of said failure to Homeowner.
- (d) The making by Homeowner of any general arrangement or assignment for the benefit of creditors or seeking protection under and pursuant to the United States Bankruptcy Act.
- (e) The discovery by Management that any financial statement given to it by Homeowner, any assignee of Homeowner, any sub homeowner of Homeowner, any successor in interest of Homeowner or any guarantor of Homeowner's obligation hereunder, or any of them, was materially false.
- (f) Failure of the Homeowner to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after Homeowner receives a notice of noncompliance from the appropriate governmental agency.

- (g) Conduct by the Homeowner upon the Park premises, which constitutes a substantial annoyance to other Homeowners.
- (h) Failure of the Homeowner to comply with a reasonable rule or regulation of the Park following the giving of appropriate notice.

30.2 In the event of any such material default or breach by Homeowner, Management may at any time thereafter, with or without notice or demand and without limiting Management in the exercise of any right or remedy which it may have by reason of such default or breach:

- (a) Terminate Homeowner's right to the possession of the Premises by any lawful means, in which case this Agreement shall terminate and Homeowner shall immediately surrender possession of the Premises to Management. In such event, Management shall be entitled to recover from Homeowner all damages incurred by Management by reason of Homeowner's default including, but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid.
- (b) Maintain Homeowner's right to possession in which case this Agreement shall continue in effect whether or not Homeowner shall have abandoned the Premises. In such event, Management shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder.
- (c) Pursue any other remedy now or hereafter available to Management under the laws or judicial decisions of the State of California, including but not limited to Section 1951.2 of the Civil Code. Unpaid installments of rent and other monetary obligations of Homeowner under the terms of this Agreement shall bear interest from the date at the maximum rate then allowable by law.

30.3 In the event Homeowner remains in possession of the Premises after its tenancy has been terminated, it shall pay to Management an amount equal to the rental charges Homeowner was paying at the time of termination, or the fair market rental value of the Premises as determined by Management, whichever is greater. Acceptance of any money by Management pursuant to this provision shall not be construed as a reinstatement of Homeowner's tenancy or a waiver of any right that Management may have to collect additional damages from Homeowner pursuant to Civil Code, Section 1951.2, which sets forth the remedies which are available to a landlord when the Homeowner breaches a lease. Additionally, Management reserves the right to pursue any other remedy now or hereafter available to it under the laws or judicial decisions of the State of California.

31. TERMINATION BY HOMEOWNER

Homeowner occupying the Premises may elect to terminate this Agreement on sixty (60) days written notice to such effect to Management if any of the following events occur:

- (a) All persons occupying the Premises rented to Homeowner pursuant to this Agreement terminate their tenancy as to said Premises and remove their mobilehome from the Park. In such instance, the Premises shall revert to Management's control and it may lease or rent the Premises to any other party on any terms it may choose.
- (b) All persons occupying the Premises rented to the Homeowner under this Agreement terminate their tenancy as to said premises and sell their mobilehome to another party who has been approved by Management for tenancy in the Park in accordance with the terms set forth in the paragraph entitled "SALE OF MOBILEHOME". In such event, this Agreement may, at Management's option, be assigned or transferred to the other party in accordance with the terms of this Agreement.

32. TERMINATION UPON DEATH

The agreement shall terminate upon the death of the last Homeowner identified as a party to and signatory of this agreement. 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 Article 7, Mobilehome Residency Law, which identify the requirements for a prospective purchaser of a mobilehome that remains in the park.

33. HOLD-OVER TENANCY

If Homeowner remains in possession of the Premises after the expiration of the term of this Agreement, and has not executed a new occupancy agreement with respect thereto that Management has received and approved prior to the aforementioned expiration, said possession by Homeowner shall be deemed a month-to-month tenancy and Management may terminate or refuse to renew Homeowner's tenancy in accordance with the paragraph in this Agreement entitled "TERMINATION OF TENANCY BY MANAGEMENT". Notwithstanding any contrary provision in paragraph 30 hereof, Management may, upon ninety (90) days notice, increase the monthly rent and other fees of the park, without limitation, charged to the Homeowner who is holding over.

34. HEADINGS

The titles of the paragraphs or subparagraphs contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this Agreement.

35. TIME OF ESSENCE

Time is of the essence with respect to the performance of every provision of this Agreement.

36. COMPLIANCE WITH LAW

Homeowner shall at Homeowner's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Homeowner's use and occupancy of said Premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Homeowner in a proceeding brought against Homeowner by any government entity, that Homeowner has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Management and Homeowner and shall be ground for termination of this agreement by Management.

37. INVALIDITY OF PROVISIONS

37.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement or other document the application of such term or provision shall be valid and be enforced to the fullest extent permitted by law.

37.2 Certain terms and provisions of this Agreement and other documents referred to therein relate to, restate, or summarize provisions of the Mobilehome Residency Law and other applicable statutes. In every instance, it is intended that these references, restatements, and summaries will accurately reflect the law and correctly set forth Homeowner's and Management's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of this Agreement and the other documents utilized by Management. If any provisions of this Agreement or the other documents used by Management fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect Homeowner's and Management's rights, liabilities, duties, responsibilities, and obligations under the provisions of the Mobilehome Residency Law and other applicable statutes, Homeowner agrees to promptly notify Management, in writing of any instance where Homeowner believes that any of the provisions of this Agreement or other documents utilized by Management fail to meet the above criteria.

38. WAIVER OF DEFAULT

38.1 No delay or omission in the exercise of any right or remedy by Management regarding any default by Homeowner hereunder shall impair any such right or remedy or be construed as a waiver. No waiver by Management of its right to enforce any provision hereof after any default on the part of Homeowner shall be effective unless made in writing and signed by

Management nor shall it be deemed a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of Homeowner. The acceptance of rent hereunder shall not be a waiver of any preceding breach by Homeowner of any provision hereof, regardless of Management's knowledge of such preceding breach at the time of acceptance of such rent.

38.2 Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 798.57 shall not waive, stop, affect or prejudice the notice, the suit, action or legal proceeding in any way, such acceptance being inadmissible on liability issues. Nor shall routine service of other notices, management communications, or other actions or omissions of the Management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of Management. Possession of rent by Management shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

39. ABANDONMENT

During the term of this Agreement or any period of holding over, Homeowner shall not abandon the Premises or the mobilehome located thereon. In the event Homeowner does abandon either the Premises or his or her mobilehome, such action shall be deemed to be Homeowner's election to terminate this Agreement and Management shall have the rights afforded to it under California law to dispose of Homeowner's mobilehome and personal property located in, on and about the Premises and within the Park.

40. ATTORNEY'S FEES

In the event suit is brought by either party to declare, interpret or enforce the terms and provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees.

41. RELEASE OF RIGHTS; PRIOR AGREEMENT SUPERSEDED.

Homeowner and Management are parties to that certain agreement entitled "Rental Agreement Between The City Of Huntington Beach And Lessee For Space In Ocean View Estates," ("Original Agreement") dated June 2, 1986. It is the intent of the parties that this Agreement fully supersede the Original Agreement, and by execution hereof, the parties agree that the Original Agreement is fully extinguished and terminated, and each party fully and completely surrenders and releases all rights, duties and obligations contained in the Original Agreement.

42. ENTIRE AGREEMENT

This Agreement and the Exhibits referred to herein constitute the entire Agreement between Homeowner and Management pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties whether oral or written.

IN WITNESS WHEREOF, Management and Homeowner have executed this Agreement by and through their authorized officers on \_\_\_\_\_, 20\_\_\_\_.

HOMEOWNER:

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of California

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*Paul*  
*1-9-05*

*RL*  
*1-9/05*

Attachments

- Exhibit "A" Mobilehome Residency Law of the State of California
- Exhibit "B" Rules and Regulations of the Park
- Exhibit "C" A description of the physical improvements
- Exhibit "D" A listing of services to be offered and the fees, if any.

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**EXHIBIT A**  
**CALIFORNIA MOBILEHOME RESIDENCY LAW**

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## **CIVIL CODE SECTIONS 798-799.2.5**

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

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

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

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

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

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

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

(2) The trailer or other recreational vehicle occupies a

mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992.

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

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

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

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

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

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

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

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

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

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

employee housing or space for a mobilehome owned or occupied by an employee of the state.

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

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

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

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

(b) The rules and regulations of the park.

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

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

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

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

for those services.

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

(h) All other provisions governing the tenancy.

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

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

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

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

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

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

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

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

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

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

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

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

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of the acceptance of

a rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

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

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

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

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

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

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

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

798.21. (a) Notwithstanding Section 798.17, if a mobilehome space within a mobilehome park is not the principal residence of the homeowner and the homeowner has not rented the mobilehome to another party, it shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county,

which establishes a maximum amount that the landlord may charge a tenant for rent.

(b) Nothing in this section is intended to require any homeowner to disclose information concerning his or her personal finances. Nothing in this section shall be construed to authorize management to gain access to any records which would otherwise be confidential or privileged.

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

(d) Before modifying the rent or other terms of tenancy as a result of a review of records, as 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 a registered owner through either a surrender of ownership interest by the registered owner or a foreclosure proceeding.

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

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

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

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

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

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

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

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

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

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

(2) The management may require approval of a prospective renter or sublessee, subject to the process and restrictions provided by

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

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

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

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

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

Management may retain this security deposit for the duration of the term of the rental or sublease.

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

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

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

798.25. (a) Except as provided in subdivision (d), when the management proposes an amendment to the park's rules and regulations, the management shall meet and consult with the homeowners in the park, their representatives, or both, after written notice has been given to all the homeowners in the park 10 days or more before the meeting. The notice shall set forth the proposed amendment to the park's rules and regulations and shall state the date, time, and location of the meeting.

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

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

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

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

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

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

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

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

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

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

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

(b) (1) Management may not cause the removal of a vehicle from a homeowner's or resident's driveway or a homeowner's or resident's designated parking space except if management has first posted on the

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

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

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

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

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

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

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

rendered.

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

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

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

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

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

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

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

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

the rental agreement between management and the homeowner. The guest shall comply with the provisions of the rules and regulations of the mobilehome park.

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

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

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

798.36. (a) A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park, except a reasonable fee may be charged by management for the maintenance or

cleanup, as described in subdivision (b), of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

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

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

(3) Within seven days from the date the property is removed to a storage area, management shall provide the homeowner or resident a written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by the resident or homeowner. If, within 60 days, the homeowner or resident does not claim the property, the property shall be deemed to be abandoned, and management may dispose of the property in any manner. The homeowner's or resident's liability for storage charges shall not exceed 60 days. If the homeowner or resident claims the property, but has not reimbursed management for storage costs, management may bill those costs in a monthly statement which shall constitute notice of nonpayment, and the costs shall become the obligation of the

homeowner or resident. If a resident or homeowner communicates in writing his or her intent to abandon the property before 60 days has expired, management may dispose of the property immediately and no further storage charges shall accrue.

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

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

798.37.5. (a) With respect to trees on rental spaces in a mobilehome park, park management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a homeowner or a determination by park

management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, the park management or a homeowner may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists.

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

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

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

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

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

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

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

utility.

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

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

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

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

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

12-month period preceding the close of escrow.

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

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

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

Utility services to which this section applies are natural gas or

liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service.

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

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

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

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

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

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

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

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

(1) Enter into a mutual written agreement with the homeowner for compensation by management for the cost of the portion of the service

measured by the homeowner's meter for the common area facilities or equipment to the extent that this cost accrues on or after January 1, 1991.

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

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

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

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

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

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

798.44. (a) The management of a park that does not permit mobilehome owners or park tenants to purchase liquefied petroleum gas for use in the mobilehome park from someone other than the mobilehome park management shall not sell liquefied petroleum gas to mobilehome owners and tenants within the park at a cost which exceeds 110 percent of the actual price paid by the management of the park for liquefied petroleum gas.

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

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

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

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

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

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

(1) The amount of any fee, assessment or other charge first

imposed by a city, including a charter city, a county, a city and county, the state, or the federal government on or after January 1, 1995, upon the space rented by the homeowner.

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

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

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

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

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

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

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

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

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

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

798.50. It is the intent of the Legislature in enacting this article to ensure that homeowners and residents of mobilehome parks have the right to peacefully assemble and freely communicate with one

another and with others with respect to mobilehome living or for social or educational purposes.

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

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

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

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

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

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

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

(e) A homeowner or resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in

the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobilehome park is located imposes a more restrictive period of time for the display of such a sign.

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

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

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

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

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

(d) Rental agreements offered pursuant to Section 798.17.

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

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

(b) (1) The management may not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner, in the manner prescribed by Section 1162 of the Code of Civil Procedure, to sell or remove, at the homeowner's election, the mobilehome from the park within a period of not less than 60 days, which period shall be specified in

the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner. The copy may be sent by regular mail or by certified or registered mail with return receipt requested, at the option of the management.

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

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

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

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

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

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

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

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

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of

subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

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

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

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

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

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

"Warning: This notice is the (insert number) three-day notice for

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

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

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

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

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

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

(6) When a copy of the 60 days' notice described in paragraph (5)

is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

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

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

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

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

(f) Condemnation of the park.

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

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

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

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

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

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

(5) A notice of a proposed change of use given prior to January 1,

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

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

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

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

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

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

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

(b) A legal owner, if any, or junior lienholder, if any, may sell the mobilehome within the park to a third party and keep the

mobilehome on the site within the mobilehome park until it is resold only if all of the following requirements are met:

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

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

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

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

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

(e) Notwithstanding any other provision of law, including, but not limited to, Section 18099.5 of the Health and Safety Code, if neither the legal owner nor a junior lienholder notifies the management of its decision pursuant to subdivision (a) within the period allowed, or performs as agreed within 30 days, or if a registered owner of a mobilehome, that is not encumbered by a lien held by a legal owner or a junior lienholder, fails to comply with a notice of termination and is either legally evicted or vacates the premises, the management may either remove the mobilehome from the premises and place it in storage or store it on its site. In this

case, notwithstanding any other provision of law, the management shall have a warehouseman's lien in accordance with Section 7209 of the Commercial Code against the mobilehome for the costs of dismantling and moving, if appropriate, as well as storage, that shall be superior to all other liens, except the lien provided for in Section 18116.1 of the Health and Safety Code, and may enforce the lien pursuant to Section 7210 of the Commercial Code either after the date of judgment in an unlawful detainer action or after the date the mobilehome is physically vacated by the resident, whichever occurs earlier. Upon completion of any sale to enforce the warehouseman's lien in accordance with Section 7210 of the Commercial Code, the management shall provide the purchaser at the sale with evidence of the sale, as shall be specified by the Department of Housing and Community Development, that shall, upon proper request by the purchaser of the mobilehome, register title to the mobilehome to this purchaser, whether or not there existed a legal owner or junior lienholder on this title to the mobilehome.

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

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

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

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

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

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

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

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

(B) It is unoccupied.

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

(2) For purposes of this section:

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

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

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

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

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

(2) If, at the hearing, the petitioner shows by a preponderance of the evidence that the criteria for an abandoned mobilehome has been satisfied and no party establishes an interest therein at the

hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award attorney's fees and costs to the petitioner. For purposes of this subdivision, an interest in the mobilehome shall be established by evidence of a right to possession of the mobilehome or a security or ownership interest in the mobilehome.

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

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

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

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

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

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

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

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

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

(2) Management may require that a homeowner advise management in writing that his or her manufactured home or mobilehome is for sale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

determine if the person will be acceptable as a homeowner in the park.

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

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

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

798.74.5. (a) Within two business days of receiving a request from a prospective homeowner for an application for residency for a specific space within a mobilehome park, if the management has been advised that the mobilehome occupying that space is for sale, the management shall give the prospective homeowner a separate document in at least 12-point type entitled "INFORMATION FOR PROSPECTIVE HOMEOWNERS," which includes the following statements:  
"As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

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

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

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

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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. Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

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

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

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the

Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: \_\_\_\_\_

Signature of Park Manager: \_\_\_\_\_

Acknowledge Receipt by Prospective Homeowner: \_\_\_\_\_"

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

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

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

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

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

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

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

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

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

798.75.5. (a) The management shall provide a prospective homeowner

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

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

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

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

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

(b) In the event that the heir, joint tenant, or personal representative of the estate does not satisfy the requirements of subdivision (a) with respect to the satisfaction of the homeowner's 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.

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

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

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

(b) An owner of a mobilehome park shall not be required to comply

with subdivision (a) unless the following conditions are met:

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

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

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

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

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

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

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

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

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

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

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

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

(7) The purchase of a mobilehome park by a governmental entity

under its powers of eminent domain.

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

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

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

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

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

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

**Civil Procedure.**

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

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

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

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

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

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

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

(b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding Section 3491, this

nuisance may only be remedied by a civil action or abatement.

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

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

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

(3) The Attorney General.

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

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

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

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

(e) However, not more than three months prior to the expiration of an injunction issued pursuant to this section, the management of the

mobilehome park may petition under this section for a new injunction where there has been recurring or continuous violation of the injunction or there is a threat of future violation of the mobilehome park's rules upon termination of the injunction.

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

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

799. As used in this article:

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

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

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

799.1.5. A homeowner or resident, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome through the death of the resident of the mobilehome who was a resident at the time of his or her death, or the agent of any of those persons, may advertise the sale or exchange of his or her mobilehome or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her mobilehome by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, or

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

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

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

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

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

resident-owned mobilehome park.

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

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

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

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

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

799.9. (a) A senior homeowner may share his or her mobilehome with any person 18 years of age or older if that person is providing live-in health care, live-in supportive care, or supervision to the homeowner pursuant to a written treatment plan prepared by a

physician and surgeon. A fee shall not be charged by management for that person. That person shall have no rights of tenancy in, and shall comply with the rules and regulations of, the subdivision, 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.

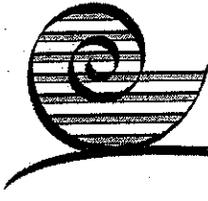
(b) A senior homeowner who resides in a subdivision, cooperative, or condominium for mobilehomes, or a resident-owned mobilehome park, that has implemented rules or regulations limiting residency based on age requirements for housing for older persons, pursuant to Section 799.5, may share his or her 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.

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

799.2.5. Except as provided in subdivision (b), the ownership or management shall have no right of entry to a mobilehome without the

prior written consent of the resident. The consent may be revoked in writing by the resident at any time. The ownership or management shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the rules and regulations of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park when the homeowner or resident fails to so maintain the premises, and protection of the subdivision, cooperative, or condominium for mobilehomes, or resident-owned mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

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



Ocean View Estates  
Mobile Home Park  
7051 Ellis Avenue  
Huntington Beach, CA 92648

Exhibit B

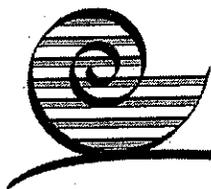
**MOBILEHOME PARK RULES  
AND REGULATIONS**

1. Residents shall maintain their lots and mobile homes. Lots are to be kept neat and orderly, maintaining the landscaping to include mowing of grass, trimming of trees/bushes, and the elimination of weeds within the lot. No furniture is permitted on the patio or porch or in the yard except outdoor patio furniture. No overstuffed furniture, ironing boards, brooms, mops, major appliances, etc., is allowed outside mobile home unless in an approved storage cabinet. No storage is permitted under a mobile home. If the lot is not properly cared for, the management may have work performed and make appropriate charges. The mobile home exterior (including awnings and sheds) must be well maintained including painting and proper repair when needed.
2. No loud talking, radio, television, or other noise between 10:00 PM and 8:00 AM or disturbing noises at any time or any place.
3. Speed limit is 10 MPH on the premises.
4. Resident's automobiles shall be parked in their driveways. Parking of more than two vehicles on a regular basis requires special arrangements with the management. Streets (designated as fire lanes) must be kept clear. Other designated parking areas within the park are for guest parking or temporary residential parking. Regarding the additional parking area, located on the main entry road, overnight parking is prohibited.
5. Recreational vehicles (RV's and Campers) shall not be stored within the park. Recreational vehicles are allowed for the purposes of loading and unloading only. Inoperable vehicles are prohibited throughout the park.
6. Minors (under 18 years of age) are not permitted in the Clubhouse area unless accompanied by an adult. Adult supervision is necessary for children under the age of 12 years for activities in other common areas.
7. The drying of laundry visible from the streets and Common Areas is prohibited.
8. No "FOR SALE" signs or advertising shall be posted for commercial purposes anywhere within the park. A "For Sale" sign may be posted for the following purposes: 1) selling their personal vehicle located within their driveway, and 2) selling the mobile home in place with notification to Park Management.
9. Each homeowner is limited to **one** pet with prior approval from management by completing a "Pet Agreement". All pet owners are responsible for their animal's behavior. Dogs must be kept on a leash in all common areas. Residents shall not feed stray animals within the park nor leave food outdoors that will encourage animals to come into the park.
10. All mobile home cabanas, porches, skirting, ramadas, awnings, storage cabinets, fences, windbreaks, or other structures must be approved by the management before construction or installation.
11. If at any time it is necessary to call the Police or any other enforcement agency, advise management of such action as soon as possible.

12. Management reserves the right to restrict the use of the common areas or any park facility as to hours, purposes and conduct. Scheduling of events offered for park residents, or any group thereof, must be first approved by management. (See also the Clubhouse Rules and reservation policies for private events.)
13. Residents entertaining visitors or guests at the park shall be responsible for their conduct while on the park premises, and shall be responsible for any charges incurred by the visitors or guests.
14. All visitors or guests who remain more than seven consecutive days must be registered with the park management.
15. All vehicle washing and minor maintenance (examples are changing batteries, oil, or tires) may only be conducted within the homeowner's driveway. Residents must avoid grease dripping onto any surface areas. Major vehicle maintenance is prohibited (examples are rebuilding an engine). Excessive running water needs to be limited to avoid possible damage to neighbor's landscaping or property.
16. Residents shall deposit all garbage and trash in the receptacles provided. Residents must make special pick-up arrangements with Rainbow Disposal for large items that will not fit into the receptacles. At no time shall furniture and other bulky items be placed within, adjacent to, or outside of the trash enclosures.
17. Management may require the removal of any mobile home that is unoccupied for more than 120 consecutive days without good reason and written approval of the management.
18. Management reserves the right to amend, revise and add to the park rules and regulations from time to time in accordance with the Mobile home Residency Law.

The park rules and regulations are incorporated into the lease or rental agreement by reference.

December 8, 2005



Ocean View Estates  
Mobile Home Park  
7051 Ellis Avenue  
Huntington Beach, CA 92648

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**Exhibit C**

**Improvements**

Each mobile home site will be provided with a driveway, utility hookups, and fencing separating the premises from other mobile home sites and/or the common areas.

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**Exhibit D**

**Services & Fees**

There are no additional services provided to the Ocean View Estates residents that cause a fee for services.

If a resident desires to have a copy of the Clubhouse key, then the resident will sign a key agreement saying that if the key is lost a replacement cost of \$25 will be charged.

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# **ATTACHMENT #4**

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RESOLUTION NO. 2006-5

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON BEACH PROVIDING FOR THE EXECUTION  
OF LEASE AGREEMENTS, RENTAL AGREEMENTS, DEEDS AND  
OTHER DOCUMENTS RELATING TO THE MANAGEMENT OF  
OCEAN VIEW ESTATES MOBILEHOME PARK AND AUTHORITY  
OVER THE OCEAN VIEW ESTATES ENTERPRISE FUND

WHEREAS, Ocean View Estates Mobilehome Park ("OVE"), located at 7051 Ellis Avenue, is a City-owned mobilehome park comprising approximately 9.3 acres with forty-four mobilehome spaces that are rented to citizens with various lease or rental agreements. The mobilehome park was established in 1986 as a temporary use to accommodate relocatees from three other mobilehome parks in Huntington Beach: Huntington Shores, Pacific Trailer Park and Driftwood Mobilehome Park. OVE is scheduled to close on March 31, 2019; and

The Ocean View Estates Enterprise Fund (the "Fund") established on May 7, 2001 appointed the Real Estate Manager, the Risk Manager, and the Director of Finance with authority over the Fund. With the transfer of the Real Estate Services Division from the Administrative Services Department to the Economic Development Department, the authority over the Fund needs to be reassigned to the Finance Officer, the Director of Economic Development, and the Real Estate Services Manager, with the Real Estate Manager or his / her designee having the primary authority over park management functions; and

Real Estate Services Division is responsible for the management of OVE including contractual services for landscaping, common area maintenance, approving new tenants in the park, and implementing the various lease agreements with the tenants in the park; and

The City Council recognizes that there are different rental agreements between the City and the remaining original tenants, the Driftwood relocatees, the current market rate tenants, and any future tenants that are not party to the Amended and Restated Mobilehome Acquisition and Relocation Agreement (AMARA) approved by the City Council and Redevelopment Agency on September 14, 1998. The City Council desires that, with the exception of the OVE long-term leases pertaining to the Driftwood relocatees, all remaining rental agreements have the same provisions, continuing with the same level of current base rent per tenant; and

The City Council recognizes that one of the remaining original OVE residents from Huntington Shores has petitioned the City to amend her agreement to allow her the right to sell her mobilehome to a buyer that would be subject to park management approval at current market rental rates; and

The City Council recognizes the need to have all rental agreements approved as to form by the City Attorney to assure that all legal aspects of the agreements are in compliance with the Municipal Code of the City of Huntington Beach, the Mobilehome Residency Law, Civil Codes and the Mobilehome Park Act,

NOW, THEREFORE, the City Council of the City of Huntington Beach hereby resolves as follows:

1. The Finance Officer, or the Director of Economic Development, or the Real Estate Services Manager are hereby authorized to execute on behalf of the City, any OVE tenant lease or rental agreement approved as to form by the City Attorney, and to acknowledge escrow instructions and other related property management documents, including contracts for property maintenance services, pertaining to the management of OVE.

2. The Finance Officer, the Director of Economic Development and the Real Estate Services Manager have authority over the Ocean View Enterprise Fund.

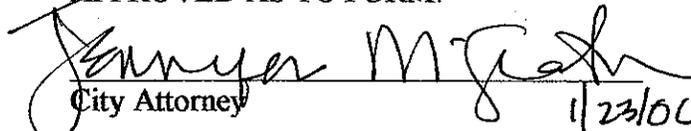
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Mayor

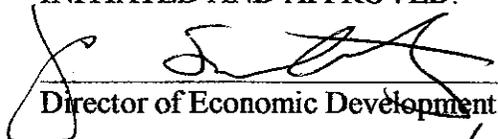
REVIEWED AND APPROVED:

  
\_\_\_\_\_  
City Administrator

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney 1/23/06

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Economic Development 1/25/06

# **ATTACHMENT #5**

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AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND  
FOR RENTAL OF SPACE IN OCEAN VIEW ESTATES MOBILEHOME PARK

THIS RENTAL AGREEMENT ("Agreement") is made and executed by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "Management", and \_\_\_\_\_ hereinafter referred to as "Homeowner."

The parties agree as follows:

1. GENERAL

- 1.1 **In accordance with California Civil Code §798.17, THIS AGREEMENT IS EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENT ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT MAY BE CHARGED FOR RENT.**
- 1.2 The Mobilehome Residency Law of the State of California, a copy of which is attached hereto as Exhibit "A," is incorporated into this Agreement by this reference as though fully set forth herein.
- 1.3 Homeowner has the right to 1) have at least thirty days to inspect the Agreement; and 2) to void the Agreement by notifying Management in writing within 72 hours of the acceptance of the Agreement.
- 1.4 The Rules and Regulations of the Park ("Park Rules"), a copy of which is attached hereto as Exhibit "B" is incorporated into this Agreement by this reference as though fully set forth herein.
- 1.5 The term "Common Areas" is defined as all areas and facilities outside the Premises that are provided and designated by Management from time to time for the general non-exclusive use of Management, Homeowner, other homeowners in the Park and their respective invitees, including the clubhouse, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.
- 1.5.1 During the term of this Agreement, Homeowner shall have the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Management under the terms hereof.
- 1.5.2 Management shall have the exclusive control, management and maintenance of the Common Areas and shall have the right, from time to time, to establish,

\_\_\_\_\_  
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modify, amend and enforce reasonable rules and regulations with respect thereto. Homeowner agrees to abide by and conform to all such rules and regulations.

1.5.3 Management shall have the right, from time to time to:

- (a) Make changes to the Common Areas;
- (b) Close temporarily any of the Common Areas for maintenance purposes as long as reasonable access to the Premises remains available; and
- (c) Use the Common Areas while engaged in making additional improvements, repairs or alterations to the Premises or any portion thereof.

1.5.4 It is the responsibility of Management to provide and maintain physical improvements in the Common Areas in good working order and condition and with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, 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 a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

1.5.5 A description of the physical improvements to be provided Homeowner during his or her tenancy is attached hereto as Exhibit "C" and incorporated by this reference as though fully set forth herein.

1.5.6 A listing of those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of the tenancy and the fees, if any, to be charged for those services is attached hereto as Exhibit "D" and incorporated by this reference as though fully set forth herein.

## 2. PREMISES

2.1 Management is the owner and operator of that certain forty-four space, ten acre mobilehome park called Oceanview Estates Mobilehome Park, which is located at 7051 Ellis Avenue, Huntington Beach, California ("Park"). Homeowner, the owner or legal possessor of a mobilehome, wishes to lease a space within the Park for the placement of his, her, or their mobilehome. Management hereby rents to Homeowner, and Homeowner accepts from Management those certain Premises commonly known as Space No. \_\_\_\_\_ ("Space" or Premises"), which is situated within the Park. By signing this Agreement, Homeowner acknowledges having inspected the Premises, Common Areas, as well as all of the Park's services and facilities. Homeowner has found them to be safe and sanitary and as represented by Management; and to the extent that they are not precisely as represented visually, Homeowner accepts them as they are at the time this Agreement is signed.

- 2.2 Once the mobilehome has been secured on the Space, prior to thereafter modifying, adding or removing any existing improvements to the Space, Homeowner shall submit a dimensioned plot plan with the proposed work plan to Management for written approval prior to performing any work.
- 2.3 Homeowner is responsible for obtaining any and all legally required permits, licenses and/or entitlements required to legally perform any work. The Homeowner must pay all fees, costs and/or expenses.

3. TERM

- 3.1 The tenancy created under this Agreement shall be for a period of \_\_\_\_\_ months and shall commence on \_\_\_\_\_, 20\_\_\_\_, (“Commencement Date”), and end on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as provided in this Agreement.
- 3.2 Homeowner acknowledges that pursuant to California Civil Code §798.17, Management has offered him, her, or them the option of 1) a month-to-month rental agreement; 2) a rental agreement having a term of twelve (12) months; 3) a rental agreement having a term which is longer than a month-to-month tenancy but less than twelve (12) months; or 4) rental agreement having a term of \_\_\_\_\_ months.
- 3.3 Homeowner acknowledges that he, she, or they have the right to accept any of the foregoing four (4) options as provided in California Civil Code §798.17, but that notwithstanding the foregoing, Homeowner has voluntarily elected the term of tenancy set forth in Paragraph 3.1 hereof.

4. RENT

- 4.1 Upon the Commencement Date, Homeowner shall pay rent to Management in the amount of \$ \_\_\_\_\_ per month on the first day of each month, in advance, without deduction or offset of any nature whatsoever. If the Commencement Date is other than the first day of a calendar month, Homeowner shall pay on the first day of the Term, the prorated Rent for the remainder of the calendar month in which the Term commences. Thereafter, Homeowner shall pay a full month’s Rent on the first day of each calendar month. All monies payable hereunder shall be paid by check or money order to:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

- 4.2 Commencing on October 1 following the Commencement Date and continuing on each October 1 of each successive year during the term of this Agreement, or any extension or renewal thereof, the monthly rent which was in effect for the immediately preceding

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month ("Base Monthly Rent") shall be adjusted by a cost-of-living increase. The Base Monthly Rent payable hereunder shall be increased by no less than three percent (3%) or no more than seven percent (7%) per year, adjusted between this range only by that percentage which occurred in the Consumer Price Index (All Items, Base 1982-84= 100) as published by the United States Department of Labor, Bureau of Labor Statistics, for all consumers for the Los Angeles, Riverside, and Orange County Metropolitan Statistical Area, or whichever such indicator is commonly in use at the time for the most recent published twelve month period dated as of June 1<sup>st</sup>, which allows Management to provide a ninety (90) day written notice to Homeowner prior to October 1<sup>st</sup>.

- 4.3 If the rent is not paid by the sixth day of any calendar month, Homeowner shall pay to Management a late charge of five percent (5%) of the Base Monthly Rent for each such untimely payment. If the sixth lands on a weekend date, the rent is considered late if not paid by the first working date of the week following. Homeowner hereby acknowledges that late payment to Management of rent and other sums due hereunder will cause Management to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Management will incur by reason of any late payment by Homeowner. Furthermore, the acceptance of such late charge by Management shall in no event constitute a waiver of any breach of any rule, regulation or covenant of this Agreement; nor shall it reinstate, continue or extend the parties' Agreement or affect any notice, demand or suit; nor prevent Management from exercising any of the other rights and remedies granted hereunder, or by law.
- 4.4 A handling charge of twenty five dollars (\$25.00) shall be due and payable by Homeowner for any check returned by the bank due to insufficient funds in the Homeowner's account or for any other reason, and said sum shall be due and payable within five (5) days from the date such check is returned. Upon a second returned check by the bank due to any reason during the remaining term of the Agreement, the rent shall be automatically considered as late, if returned by the bank after the sixth of the month or if Homeowner does not make the rent payment in cash or cashier's check to Management by the sixth of the month, and all conditions as set forth in Paragraph 4.3 shall apply. Furthermore, Homeowner agrees, upon a second returned check, to automatically submit payment for all future rental payments in the form of cash, money order, or cashier's check.
- 4.5 As additional rent ("Guest Fee"), Homeowner shall pay a fifty dollars (\$50.00) per month fee for each guest who has stayed more than a total of twenty (20) consecutive days or an aggregate of thirty (30) days during any calendar year (grace period).
- 4.5.1 The Guest Fee shall commence the day after a guest has exceeded the grace period and shall be payable in advance on the first day of each month thereafter. Rent for any period that is for less than one month shall be a pro rata portion of the additional rent.

4.5.2 The Guest Fee shall not apply, however, if the guest is a member of Homeowner's immediate family as defined in the Mobilehome Residency Law.

4.5.3 Guest fees may be increased upon ninety (90) days prior written notice to Homeowner.

5. STORAGE LIEN

Homeowner hereby agrees that the mobilehome will not be removed until all rent and other charges have been paid and that for unpaid rental and charges, Management has a lien on the mobilehome placed on Space No. \_\_\_\_\_. The lien rights granted Management include, but are not limited to, those granted by Section 1174 of the California Code of Civil Procedure and Sections 1980-1991 of the California Civil Code.

6. UTILITIES AND OTHER CHARGES

Homeowner shall contract with and pay for gas, electricity, water and such other utilities as may be provided. Management shall not be liable for any loss or injury, and Homeowner shall not be entitled to any abatement or reduction of rent by reason of Management's failure to furnish any of the foregoing utilities when such failure is caused by accident, breakage, repairs, strikes, acts of third parties, labor disputes or by any other cause, similar or dissimilar beyond the reasonable control of Management. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the Premises any apparatus or device for the purpose of using electric current, natural gas, water or other utility.

7. TAXES

Homeowner shall pay, prior to delinquency, directly to the assessing body or entity all municipal, county, state, federal and local property taxes on Homeowner's mobilehome and other real or personal property owned by Homeowner as well as all taxes levied upon the Premises, Homeowner or the Park in connection with the use and occupancy of the Premises by Homeowner. This also includes taxes of any nature whatsoever levied on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, steps and porches) and any other improvements made or installed by Homeowner, former homeowners or by persons other than Management.

8. SECURITY DEPOSIT

8.1 Homeowner shall deposit with Management upon the execution of this Agreement the sum of \$ \_\_\_\_\_ as security for Homeowner's faithful performance of his, her or their obligations hereunder. If Homeowner fails to pay rent or other charges which are due hereunder, or otherwise defaults with respect to any provision of this Agreement, Management may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge or default, or for the payment of any other sum to which Management may become obligated by reason of Homeowner's default, or to compensate Management for any loss or damage which Management may suffer thereby. If

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Management so uses or applies all or any portion of said deposit, Homeowner shall within ten (10) days after written demand therefor deposit cash with Management in an amount sufficient to restore said deposit to the full amount hereinabove stated and Homeowner's failure to do so shall be a material breach of this Agreement. Management's obligations with respect to the security deposit are those of debtor and not a trustee. Management may maintain the security deposit separate and apart from its general funds and can commingle the security deposit with its general and other funds. Management shall not be required to pay Homeowner interest on the security deposit.

8.2 Provided Homeowner has promptly paid to Management within five (5) days of the date the amount due for all rent, utilities and reasonable service charges for any twelve (12) consecutive month period subsequent to the initial 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 Homeowner the amount of the security deposit 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.

9. CHANGES IN PARK RULES AND REGULATIONS, STANDARDS OF MAINTENANCE, SERVICE, EQUIPMENT OR PHYSICAL IMPROVEMENTS

This Agreement and the Park Rules, other residency documents, standards of maintenance of physical improvements located therein, together with services (including utilities), equipment and physical improvements may be changed from time to time as provided by the Mobilehome Residency Law and other applicable laws. In such event, the rights granted to the Park due to any amendments, deletions or modifications of the Mobilehome Residency Law and other applicable statutes may be enforced by Management. Management may publish new standards for awnings, steps, porches, landscaping and other amenities at any time that it determines would be in the best interest of the Park and its Homeowner. These standards shall be effective and enforceable to the fullest extent consistent with the Mobilehome Residency Law and other applicable statutes.

10. USE AND OCCUPANCY

10.1 The Mobilehome and Premises shall be used solely and exclusively for private residential purposes. With an approved Home Occupancy Permit and a Huntington Beach Business License, residents may conduct a business limited to the restrictions of the Home Occupancy Permit (Huntington Beach Municipal Code Section 230.12) that are incorporated into this agreement by reference.

10.2 No persons other than Homeowner, and Homeowner's guests, subject to the provisions of Paragraph 11 of this Agreement, may reside at the Premises without prior written consent of Management.

10.3 Any act or omission which creates or substantially causes or contributes to damage, conduct or conditions offensive to the senses, or other nuisance, waste, or unreasonable

annoyance to the other residents in the Park is prohibited. Homeowner shall do nothing that will cause damage to the Space or Park. Homeowner will not permit any act or maintain or permit to be maintained any condition on the Premises or in or about the mobilehome, which may cause an increase in the rate of insurance or increase the costs of maintenance and repair or in any way increase the risk of damage to the Premises, Park or any person.

10.4 Ocean View Estates Mobilehome Park is an ALL AGE MOBILEHOME PARK.

10.5 At all times during the term hereof, or any renewal or holdover period, at least one of the persons listed on the last page of this Agreement as Homeowner must be the "legal" or "registered" owner of the mobilehome which occupies the Premises.

10.6 Homeowner is entitled to the peaceful enjoyment of the Space and all park facilities. Any equipment, persons or other such activity that may cause annoyance to other tenants must be kept in compliance with the local municipal noise ordinance. Evidence of unreasonably loud noise may be shown through statements of at least two other residents of the Park. Loud parties, intoxication, fighting, immoral conduct or children without the supervision of an adult, are prohibited.

## 11. GUESTS

11.1 Homeowner agrees to acquaint all guests and invitees with the conditions of his, her or their tenancy in the Park, including but not limited to the Park Rules. Homeowner is and shall be held personally responsible for all actions and conduct of his, her or their guests and is liable for any damage or injury to persons or property that is caused or contributed to by Homeowner's guests.

11.2 Management reserves the right to determine whether the Park's recreational and related facilities can accommodate all the Homeowner, Residents and their guests, and by reason thereof, it may refuse any guest access to the facilities, if necessary.

11.3 Guests who stay a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year must register with Management and, in addition, Homeowner will be charged a Guest Fee in the amount set forth in paragraph 4.5 above. However, no such charge will be imposed if the guest is a member of Homeowner's immediate family as defined in the Mobilehome Residency Law. Further, each guest must complete an application for tenancy, be approved by Management and sign all other residency documents before being permitted to become a Resident of the Park or reside with the Resident for a period greater than the grace period referred to hereinabove.

## 12. MAINTENANCE

12.1 Homeowner shall maintain the Premises, and mobilehome in a clean, attractive and well-kept fashion. Homeowner may have storage cabinets to store furniture, trashcans, etc. subject to the limitations set forth in the Mobilehome Residency Law. If a Homeowner has

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an item that cannot be adequately stored in the storage cabinet, it must be removed from the Park. Additionally, Homeowner is expressly prohibited from storing anything, other than wheels, tires, and hitches, under the mobilehome.

- 12.2 Homeowner is required to landscape the Premises, and once landscaped, to maintain the landscaping in a clean, attractive and well-kept fashion. The installation of any trees or any concrete, masonry, ground cover (including rock, wood-chips, bark, etc.), awnings, or wood structure shall be approved in writing by Management. Homeowner shall check with Management before digging or driving rods or stakes in the ground, as damage may occur to underground wiring, utility wire or plumbing. Homeowner shall bear the cost of repairs to any utilities damaged by Homeowner. All landscaping improvements shall at once become a part of the realty and belong to Management and shall remain upon and be surrendered with the Premises.
- 12.3 Management expressly prohibits the use of any furniture on the patio, porch, or yard of the Premises unless it is outdoor patio furniture approved by Management. No overstuffed furniture, ironing boards, brooms, mops, or other household equipment are allowed to be stored outside the mobilehome or outside a storage shed.
- 12.4 In the event Homeowner fails to repair or maintain the Premises, including by not limited to the Mobilehome, accessory structures, surrounding area, equipment and landscaping. Management shall have the right to enter the Premises and perform such repair or maintenance as may be required and to charge Homeowner for doing so. Management shall not engage in such action, however, until such time as it gives written notice to Homeowner stating the specific condition to be corrected and that Management will perform the maintenance if the Homeowner does not do so within fourteen (14) days. The notice shall also contain an estimate of the charges to be imposed in the event of non-compliance by the Homeowner. Homeowner shall pay the cost to Management for performing the repair or maintenance within thirty (30) days from the date of Management's written invoice.
- 12.5 Homeowner is financially responsible to Management for correcting any drainage problems, or for any releveling or adjustment required on the mobilehome, or for the repair or replacement of any other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. Homeowner shall not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. Homeowner shall be responsible for correcting any drainage problems that existed on Homeowner's Space at the time Homeowner purchased the mobilehome or which Homeowner caused.
- 12.6 No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the Premises. Nothing which creates a hazard or increases the Management's insurance rates shall be permitted on the Premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

13. PETS

Homeowner may keep one pet subject to the Park Rules. Homeowner may be required to execute a Pet Agreement that will be incorporated herein by reference. Management reserves the right to require pets to be removed by the Homeowner if the Homeowner does not comply with the referenced Park Rules, City Municipal Code, and County Ordinances. Guests are prohibited from bringing pets into the Park. Each pet must be licensed and inoculated in accordance with applicable laws. Upon Management's request, Homeowner shall submit evidence of such licensure and inoculation to Management within seven (7) days of the request.

14. ENTRY UPON SPACE

Management shall have the right of entry upon the Premises to maintain the utilities, the Premises itself, the surrounding area or for the protection of the Park at any reasonable time, but not in a manner or at a time which would interfere with the Homeowner's quiet enjoyment. Management may enter a mobilehome without prior written consent of the Homeowner in the case of an emergency or when the Homeowner has abandoned the mobilehome.

15. ACCESSORY EQUIPMENT AND STRUCTURES

The Homeowner shall submit to Management in writing a request and receive from Management an approval before construction or installation of any mobilehome accessory. Accessory includes but is not limited to storage facilities, awnings, covers, cabanas, etc. It is the Homeowner's responsibility to obtain a building permit for any such structure from the appropriate governmental agency. The Management reserves the right to reject any and all such requests for additional structures outside the mobilehome and, further, to require Homeowner to remove any such structure from the Premises within fourteen (14) days from Management's written notice.

16. VEHICLES

- 16.1 No inoperable, unlicensed, unusable or unsightly vehicles will be allowed anywhere with the boundaries of the Park, including in the storage areas. Any vehicles not meeting this standard shall be removed from the Park at Homeowner expense. The foregoing includes, but is not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Any car dripping oil or gasoline must be kept out of the Park until repaired to prevent damage to the pavement. A drip pan may be used if cleaned regularly. Cat litter sprinkled in carports is prohibited. Excessively noisy vehicles are not permitted in the Park. All vehicles must have legal muffling devices. Management has the right to refuse admittance to the Park of any vehicle that does not comply with Section 16.
- 16.2 No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome in which the Homeowner resides) may be done on the Space without Management's consent.

- 16.3 No vehicle may be driven in an unsafe manner. All traffic control signs shall be obeyed. Pedestrians and bicycles shall be granted the right of way. Vehicles operated in the Park must be properly licensed. Any person not properly licensed may not operate a vehicle within the park.
- 16.4 Bicycles may only be driven on the roadways and not on sidewalks, common area greenbelts and other common areas planted with grass and other landscaping, vacant spaces or any other paved area. Bicycles must obey the same traffic regulations as cars.
- 16.5 Motorcycles, motorscooters and other 2- and 3-wheeled motorized vehicles may only be ridden in and out of the Park on the designated roads by the most direct route between the Park's entrance and Homeowner's mobilehome.

## 17. PARKING

Vehicles must be parked within Homeowner's space or within the common areas designated for parking; no parking in the street is allowed. No commercial vehicle or equipment shall be parked overnight in the common parking areas without Park Management approval. Resident parking is not permitted on landscaped or other areas of the Space or on empty spaces. Sleeping in vehicles is not permitted. No vehicle may be "stored" on the Homeowner's space. "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as part of a commercial activity. Except to load and unload, motor homes, buses, trucks, bubble top vans, campers, and other similar vehicles may not be parked on Homeowner's space unless they can fit under Homeowner's carport awning and they are used for transportation on a daily basis. No recreational vehicles or other such similar vehicles as listed above, without limitation, may be parked or otherwise stored in any common area contained within the Park. Vehicles parked in violation of this paragraph are subject to being towed at the vehicle owner's expense.

## 18. GARBAGE AND TRASH DISPOSAL

All garbage must be wrapped and, with other refuse, must be placed in the proper containers provided therefore. Sanitary and health laws must be obeyed at all times. Private arrangements must be made by the Homeowner for proper disposal of large, bulky items directly with the disposal company. Any costs associated with this service, if any, are to be paid by Homeowner.

## 19. SALE OF MOBILEHOME

- 19.1 Homeowner may sell the Mobilehome on the Premises at any time in accordance with the Mobilehome Residency Law and other applicable laws. Any additional rights granted Homeowner or Management due to amendments, deletions or modifications of the Mobilehome Residency Law and other applicable laws may be enforced by Management or by Homeowner. Notwithstanding the foregoing, however, Homeowner must give Management advance written notice of its intent to sell any Mobilehome. Management may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party. If the prospective buyer of the

Mobilehome intends for the Mobilehome to remain the Park, said buyer must do the following before occupying the Mobilehome: (1) complete an application for tenancy; (2) be accepted by Management; (3) execute a lease agreement and any other agreement for the occupancy of the Premises that Management may reasonable require; (4) execute and deliver to Management a copy of the Park's then effective Park Rules as well as other residency documents; and (5) establish to Management's reasonable satisfaction that it has the financial ability to pay the rent and other charges of the Park and can comply with the rules and regulations. Within fifteen (15) business days of receiving all the information requested by Management, it shall notify Homeowner and buyer of either acceptance or rejection of the application and the reason(s) if rejected. If the Purchaser fails to execute the Park's Lease Agreement, said Purchaser shall have NO RIGHTS OF TENANCY. The lease agreement, Park Rules and other residency documents signed by the new Homeowner may be different in their terms and provisions from this Agreement as well as the Park Rules and other residency documents now in effect. Homeowner specifically acknowledges that the buyer shall be charged a beginning monthly amount for rent that may be greater than the rent Homeowner is then paying. The foregoing provisions shall apply to any transfer of the Mobilehome by Homeowner, whether voluntary or involuntary.

19.2 Homeowner may place a sign in the window of the mobilehome or on the side of the mobilehome facing the street or in the part of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall be no larger than twenty-four (24) inches in width and thirty-six (36) inches in length and shall state only the name, address and telephone number of the Owner of the mobilehome or his or her agent and must be pre-approved in writing by Management before it is placed on display. All other signs are expressly prohibited.

## 20. MOBILEHOME REGISTRATION AND LICENSE

All mobilehomes must be licensed as required by law. Homeowners must annually provide to Park Management a copy of the mobilehome's Certificate of Registration.

## 21. NON-RESPONSIBILITY OF PARK

Management is not responsible to inspect and approve any work done by Homeowner or its assigns, including, but not limited to, the installation of the mobilehome, driveway, walkways, fences or any other equipment or improvements of any type. To the extent that Management may inspect or approve various issues, it is solely for Management's own purpose and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has installed or constructed correctly or that the work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold Management harmless from any work that is completed within the Premises.

22. NO WARRANTIES

Management is not agreeing to provide a Park that provides other than housing opportunities. Management is not warranting or representing that Homeowner's mobilehome will appreciate in value.

23. STATUTE OF LIMITATIONS

Homeowner agrees that any claim against Management, or any claim Management may have against Homeowner must be filed within one year from the first date of the occurrence, event, accident or condition or the date same should have been known. If any claim is not filed within one (1) year from such date, it shall be forever barred and extinguished. Homeowner is encouraged to consult an attorney about the meaning and effect of this provision.

Please initial here to confirm the foregoing notice:

\_\_\_\_\_  
Homeowner's Initials:

24. PARK CLOSURE; LIMITATION OF RIGHTS

Homeowner is put on formal notice that Ocean View Estates Mobilehome Park ("Park" or "OVE") will close no later than March 31, 2019 ("Closure Date"). Homeowner hereby acknowledges that he or she has not relied upon any belief or representation that the value of mobilehomes in the Park will increase or decline prior to the termination of his/her tenancy. Homeowner hereby represents and acknowledges that he or she has no expectation as to the "in place value" or "in park value" of his or her mobilehome which is to be located on the Premises. It is mutually agreed that this Agreement shall act as and shall be considered as the eighteen (18) month Notice of Change of Use of Ocean View Estates Mobilehome Park which is to take place no later than March 31, 2019 and that, on said date, upon proper notice by Management to Homeowner, the Park will convert to use as a public park. It is mutually agreed that this Agreement shall be considered to be and shall act as the six (6) month Notice of Change of Use and any other notices of change of use that might otherwise be required by then-applicable federal, state, or local law. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives the right to receive further notice that his or her tenancy at OVE shall not extend beyond the Closure Date. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives, releases, and relinquishes any and all rights to receive any relocation benefit when OVE closes except as may be expressly provided herein. Homeowner, on his or her own behalf, and on behalf of each of his or her respective heirs, personal representatives, executors, administrators, successors, and assigns, hereby waives, releases, and relinquishes any and all rights to object to the closure of OVE and agrees to vacate the Premises upon receipt of a sixty (60) day Notice of Termination of Tenancy prior to the Closure Date. Homeowner agrees to give notice to subsequent purchasers of his or her mobilehome on the Premises of this status and the requirements placed upon such buyer pursuant to this Agreement.

25. EASEMENTS

Management reserves to itself the right, from time to time, to grant such easements, rights and dedications that Management deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Homeowner. Homeowner shall sign any of the aforementioned documents upon request of Management and failure to do so shall constitute a material default of this Agreement by Homeowner without the need for further notice to Homeowner.

26. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Homeowner hereby agrees to protect, defend, indemnify and hold harmless Management, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Homeowner's agents, employees, licensees or invitees and damage to Homeowner's property, arising directly or indirectly out of any activities or omission of Homeowner or her agents, employees, licensees or invitees, caused in whole or in part by any negligent act or omission of Homeowner or her agents, employees, licensees or invitees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of Management. Homeowner will conduct all defense at her sole cost and expense and Management shall approve selection of Homeowner's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Homeowner.

27. INSURANCE

Management does not carry public liability or property damage insurance to compensate or cover Homeowner, Residents or Guests or any other person from any loss, damage or injury of any nature whatsoever except those resulting from actions where Management would be legally liable for such loss, damage or injury. Homeowner is responsible for obtaining, at Homeowner's own cost and expense, extended coverage for homeowners, fire, liability, property and other casualty insurance on the Mobilehome, the items located in the storage area, other improvements and contents wherever located to the full insurable value as well as such other insurance as may be necessary to protect Homeowner, Residents, Guests or others from any other type of loss or liability. Homeowner shall provide to Management a copy of all insurance certifications as proof of such coverage. Homeowner shall be required to provide insurance to the limits as specified by the Risk Management Department of Management; such limits will be provided to Homeowner prior to entry into the Park.

28. ASSIGNMENT AND SUBLEASING

For purposes of this Agreement assignment and subletting includes, but is not limited to, any of the following: subletting, assigning, leasing, renting or otherwise allowing any person other than Homeowner to occupy the Premises for a fee or other consideration, regardless of the time period. Any such assignment or subleasing is prohibited, except as allowed pursuant to the Mobilehome Residency Law, attached hereto as Exhibit "A."

29. COMPLAINTS

All Homeowner complaints, except emergencies, must be presented to Management in writing during normal business hours.

30. TERMINATION OF TENANCY BY MANAGEMENT

30.1 The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Homeowner:

- (a) The vacating or abandonment of the Premises by Homeowner;
- (b) The failure by Homeowner to make any payment of rent or any other payment required to be made by Homeowner hereunder as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Management to Homeowner. In the event that Management serves Homeowner with a Notice to Pay Rent or Quit pursuant to applicable unlawful detainer statutes or the Mobilehome Residency Law, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.
- (c) The failure by Homeowner to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Homeowner, other than described in Paragraph (b) above, where such failure shall continue for the respective period of time described more particularly hereinabove following delivery of written notice of said failure to Homeowner.
- (d) The making by Homeowner of any general arrangement or assignment for the benefit of creditors or seeking protection under and pursuant to the United States Bankruptcy Act.
- (e) The discovery by Management that any financial statement given to it by Homeowner, any assignee of Homeowner, any sub homeowner of Homeowner, any successor in interest of Homeowner or any guarantor of Homeowner's obligation hereunder, or any of them, was materially false.
- (f) Failure of the Homeowner to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after Homeowner receives a notice of noncompliance from the appropriate governmental agency.

- (g) Conduct by the Homeowner upon the Park premises, which constitutes a substantial annoyance to other Homeowners.
  - (h) Failure of the Homeowner to comply with a reasonable rule or regulation of the Park following the giving of appropriate notice.
- 30.2 In the event of any such material default or breach by Homeowner, Management may at any time thereafter, with or without notice or demand and without limiting Management in the exercise of any right or remedy which it may have by reason of such default or breach:
- (a) Terminate Homeowner's right to the possession of the Premises by any lawful means, in which case this Agreement shall terminate and Homeowner shall immediately surrender possession of the Premises to Management. In such event, Management shall be entitled to recover from Homeowner all damages incurred by Management by reason of Homeowner's default including, but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid.
  - (b) Maintain Homeowner's right to possession in which case this Agreement shall continue in effect whether or not Homeowner shall have abandoned the Premises. In such event, Management shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder.
  - (c) Pursue any other remedy now or hereafter available to Management under the laws or judicial decisions of the State of California, including but not limited to Section 1951.2 of the Civil Code. Unpaid installments of rent and other monetary obligations of Homeowner under the terms of this Agreement shall bear interest from the date at the maximum rate then allowable by law.
- 30.3 In the event Homeowner remains in possession of the Premises after its tenancy has been terminated, it shall pay to Management an amount equal to the rental charges Homeowner was paying at the time of termination, or the fair market rental value of the Premises as determined by Management, whichever is greater. Acceptance of any money by Management pursuant to this provision shall not be construed as a reinstatement of Homeowner's tenancy or a waiver of any right that Management may have to collect additional damages from Homeowner pursuant to Civil Code, Section 1951.2, which sets forth the remedies which are available to a landlord when the Homeowner breaches a lease. Additionally, Management reserves the right to pursue any other remedy now or hereafter available to it under the laws or judicial decisions of the State of California.

31. TERMINATION BY HOMEOWNER

Homeowner occupying the Premises may elect to terminate this Agreement on sixty (60) days written notice to such effect to Management if any of the following events occur:

- (a) All persons occupying the Premises rented to Homeowner pursuant to this Agreement terminate their tenancy as to said Premises and remove their mobilehome from the Park. In such instance, the Premises shall revert to Management's control and it may lease or rent the Premises to any other party on any terms it may choose.
- (b) All persons occupying the Premises rented to the Homeowner under this Agreement terminate their tenancy as to said premises and sell their mobilehome to another party who has been approved by Management for tenancy in the Park in accordance with the terms set forth in the paragraph entitled "SALE OF MOBILEHOME". In such event, this Agreement may, at Management's option, be assigned or transferred to the other party in accordance with the terms of this Agreement.

32. TERMINATION UPON DEATH

The agreement shall terminate upon the death of the last Homeowner identified as a party to and signatory of this agreement. 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 Article 7, Mobilehome Residency Law, which identify the requirements for a prospective purchaser of a mobilehome that remains in the park.

33. HOLD-OVER TENANCY

If Homeowner remains in possession of the Premises after the expiration of the term of this Agreement, and has not executed a new occupancy agreement with respect thereto that Management has received and approved prior to the aforementioned expiration, said possession by Homeowner shall be deemed a month-to-month tenancy and Management may terminate or refuse to renew Homeowner's tenancy in accordance with the paragraph in this Agreement entitled "TERMINATION OF TENANCY BY MANAGEMENT". Notwithstanding any contrary provision in paragraph 30 hereof, Management may, upon ninety (90) days notice, increase the monthly rent and other fees of the park, without limitation, charged to the Homeowner who is holding over.

34. HEADINGS

The titles of the paragraphs or subparagraphs contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this Agreement.

35. TIME OF ESSENCE

Time is of the essence with respect to the performance of every provision of this Agreement.

36. COMPLIANCE WITH LAW

Homeowner shall at Homeowner's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Homeowner's use and occupancy of said Premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Homeowner in a proceeding brought against Homeowner by any government entity, that Homeowner has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Management and Homeowner and shall be ground for termination of this agreement by Management.

37. INVALIDITY OF PROVISIONS

37.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement or other document the application of such term or provision shall be valid and be enforced to the fullest extent permitted by law.

37.2 Certain terms and provisions of this Agreement and other documents referred to therein relate to, restate, or summarize provisions of the Mobilehome Residency Law and other applicable statutes. In every instance, it is intended that these references, restatements, and summaries will accurately reflect the law and correctly set forth Homeowner's and Management's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of this Agreement and the other documents utilized by Management. If any provisions of this Agreement or the other documents used by Management fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect Homeowner's and Management's rights, liabilities, duties, responsibilities, and obligations under the provisions of the Mobilehome Residency Law and other applicable statutes, Homeowner agrees to promptly notify Management, in writing of any instance where Homeowner believes that any of the provisions of this Agreement or other documents utilized by Management fail to meet the above criteria.

38. WAIVER OF DEFAULT

38.1 No delay or omission in the exercise of any right or remedy by Management regarding any default by Homeowner hereunder shall impair any such right or remedy or be construed as a waiver. No waiver by Management of its right to enforce any provision hereof after any default on the part of Homeowner shall be effective unless made in writing and signed by

Management nor shall it be deemed a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of Homeowner. The acceptance of rent hereunder shall not be a waiver of any preceding breach by Homeowner of any provision hereof, regardless of Management's knowledge of such preceding breach at the time of acceptance of such rent.

38.2 Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 798.57 shall not waive, stop, affect or prejudice the notice, the suit, action or legal proceeding in any way, such acceptance being inadmissible on liability issues. Nor shall routine service of other notices, management communications, or other actions or omissions of the Management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of Management. Possession of rent by Management shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

39. ABANDONMENT

During the term of this Agreement or any period of holding over, Homeowner shall not abandon the Premises or the mobilehome located thereon. In the event Homeowner does abandon either the Premises or his or her mobilehome, such action shall be deemed to be Homeowner's election to terminate this Agreement and Management shall have the rights afforded to it under California law to dispose of Homeowner's mobilehome and personal property located in, on and about the Premises and within the Park.

40. ATTORNEY'S FEES

In the event suit is brought by either party to declare, interpret or enforce the terms and provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees.

41. RESERVED.

42. ENTIRE AGREEMENT

This Agreement and the Exhibits referred to herein constitute the entire Agreement between Homeowner and Management pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties whether oral or written.

IN WITNESS WHEREOF, Management and Homeowner have executed this Agreement by and through their authorized officers on \_\_\_\_\_, 20\_\_\_\_\_.

HOMEOWNER:

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of California

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

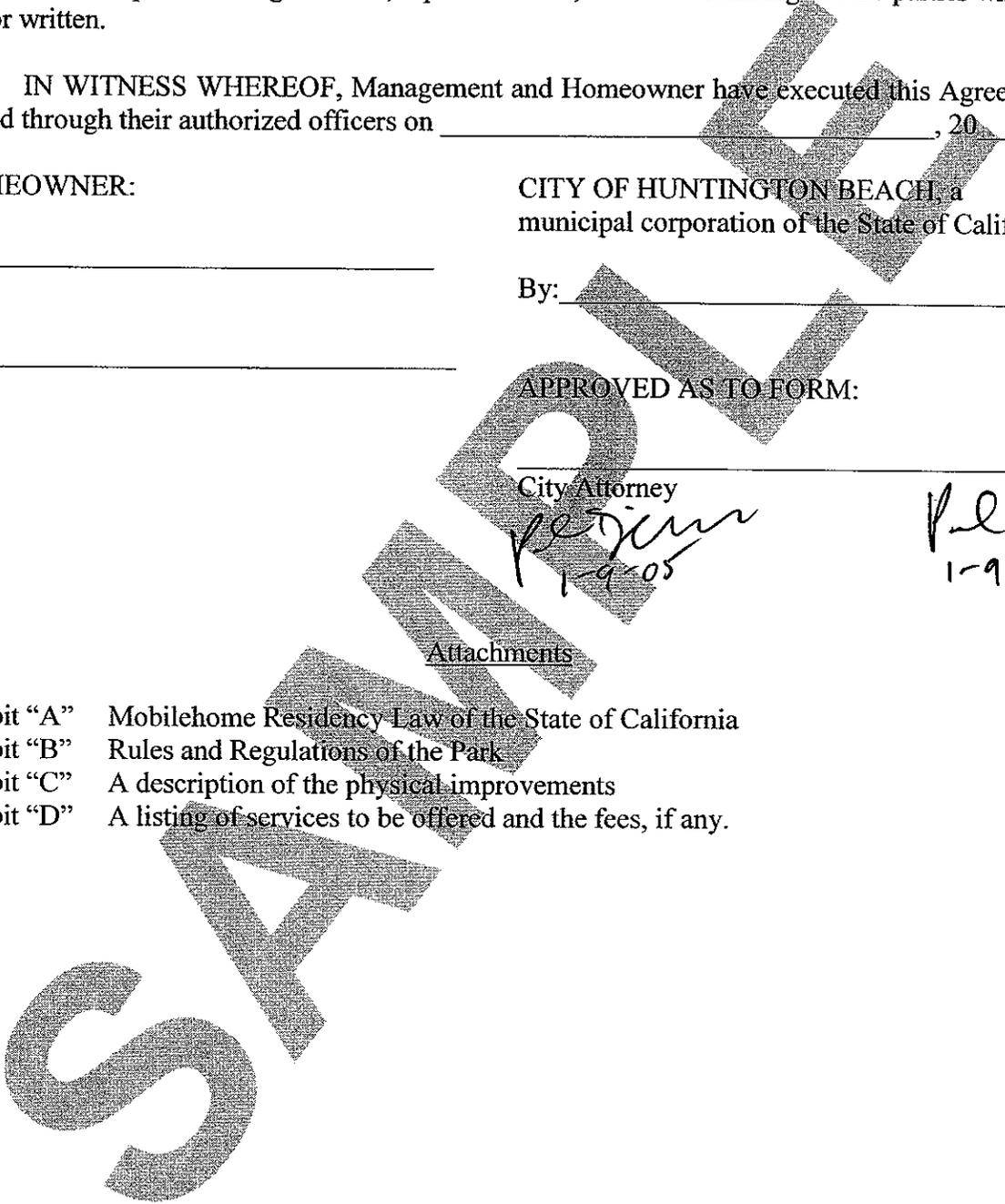
City Attorney

*[Handwritten signature]*  
1-9-05

*[Handwritten signature]*  
1-9-05

Attachments

- Exhibit "A" Mobilehome Residency Law of the State of California
- Exhibit "B" Rules and Regulations of the Park
- Exhibit "C" A description of the physical improvements
- Exhibit "D" A listing of services to be offered and the fees, if any.



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Ocean View Estates  
Mobile Home Park  
7051 Ellis Avenue  
Huntington Beach, CA 92648

**CALIFORNIA MOBILE HOME RESIDENCY LAW**

**The most recent copy of the California Mobile Home  
Residency Law is enclosed herein by reference.**

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Ocean View Estates  
Mobile Home Park  
7051 Ellis Avenue  
Huntington Beach, CA 92648

Exhibit B

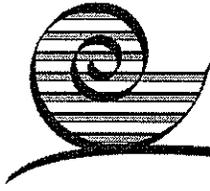
## MOBILEHOME PARK RULES AND REGULATIONS

1. Residents shall maintain their lots and mobile homes. Lots are to be kept neat and orderly, maintaining the landscaping to include mowing of grass, trimming of trees/bushes, and the elimination of weeds within the lot. No furniture is permitted on the patio or porch or in the yard except outdoor patio furniture. No overstuffed furniture, ironing boards, brooms, mops, major appliances, etc., is allowed outside mobile home unless in an approved storage cabinet. No storage is permitted under a mobile home. If the lot is not properly cared for, the management may have work performed and make appropriate charges. The mobile home exterior (including awnings and sheds) must be well maintained including painting and proper repair when needed.
2. No loud talking, radio, television, or other noise between 10:00 PM and 8:00 AM or disturbing noises at any time or any place.
3. Speed limit is 10 MPH on the premises.
4. Resident's automobiles shall be parked in their driveways. Parking of more than two vehicles on a regular basis requires special arrangements with the management. Streets (designated as fire lanes) must be kept clear. Other designated parking areas within the park are for guest parking or temporary residential parking. Regarding the additional parking area, located on the main entry road, overnight parking is prohibited.
5. Recreational vehicles (RV's and Campers) shall not be stored within the park. Recreational vehicles are allowed for the purposes of loading and unloading only. Inoperable vehicles are prohibited throughout the park.
6. Minors (under 18 years of age) are not permitted in the Clubhouse area unless accompanied by an adult. Adult supervision is necessary for children under the age of 12 years for activities in other common areas.
7. The drying of laundry visible from the streets and Common Areas is prohibited.
8. No "FOR SALE" signs or advertising shall be posted for commercial purposes anywhere within the park. A "For Sale" sign may be posted for the following purposes: 1) selling their personal vehicle located within their driveway, and 2) selling the mobile home in place with notification to Park Management.
9. Each homeowner is limited to **one** pet with prior approval from management by completing a "Pet Agreement". All pet owners are responsible for their animal's behavior. Dogs must be kept on a leash in all common areas. Residents shall not feed stray animals within the park nor leave food outdoors that will encourage animals to come into the park.
10. All mobile home cabanas, porches, skirting, ramadas, awnings, storage cabinets, fences, windbreaks, or other structures must be approved by the management before construction or installation.
11. If at any time it is necessary to call the Police or any other enforcement agency, advise management of such action as soon as possible.

12. Management reserves the right to restrict the use of the common areas or any park facility as to hours, purposes and conduct. Scheduling of events offered for park residents, or any group thereof, must be first approved by management. (See also the Clubhouse Rules and reservation policies for private events.)
13. Residents entertaining visitors or guests at the park shall be responsible for their conduct while on the park premises, and shall be responsible for any charges incurred by the visitors or guests.
14. All visitors or guests who remain more than seven consecutive days must be registered with the park management.
15. All vehicle washing and minor maintenance (examples are changing batteries, oil, or tires) may only be conducted within the homeowner's driveway. Residents must avoid grease dripping onto any surface areas. Major vehicle maintenance is prohibited (examples are rebuilding an engine). Excessive running water needs to be limited to avoid possible damage to neighbor's landscaping or property.
16. Residents shall deposit all garbage and trash in the receptacles provided. Residents must make special pick-up arrangements with Rainbow Disposal for large items that will not fit into the receptacles. At no time shall furniture and other bulky items be placed within, adjacent to, or outside of the trash enclosures.
17. Management may require the removal of any mobile home that is unoccupied for more than 120 consecutive days without good reason and written approval of the management.
18. Management reserves the right to amend, revise and add to the park rules and regulations from time to time in accordance with the Mobile home Residency Law.

The park rules and regulations are incorporated into the lease or rental agreement by reference.

December 8, 2005



Ocean View Estates  
Mobile Home Park  
7051 Ellis Avenue  
Huntington Beach, CA 92648

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**Exhibit C**

**Improvements**

Each mobile home site will be provided with a driveway, utility hookups, and fencing separating the premises from other mobile home sites and/or the common areas.

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**Exhibit D**

**Services & Fees**

There are no additional services provided to the Ocean View Estates residents that cause a fee for services.

If a resident desires to have a copy of the Clubhouse key, then the resident will sign a key agreement saying that if the key is lost a replacement cost of \$25 will be charged.

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