

Tustin Village Mobile Home Park  
15352 Williams Street, Tustin, CA 92780

**60 Days Notice of Intent to Vacate**

**Resident Name:**

**Space Number:**

**Forwarding Address:**

**Home Phone:**

**Work Phone:**

***Please check one of the following:***

☐ I/We intend to remove mobilehome from the park.

☒ I/We intend to sell the mobilehome to a third party and the mobilehome will remain in the park.

**Current Date:** Monday, September 8, 2014

**Move Out Date:** Saturday, November 8, 2014

**Reason for Vacating:** See attached documents.

The date given above is a definite vacating date. Should I subsequently wish to cancel or extend my notice to a later date, I will contact the Park Manager of my community immediately, and present my request in writing.

I/We understand that in the event the mobilehome located at the above *address/space number* is to be sold to a prospective purchaser, and the mobilehome is to remain in the park, management may require the right of prior approval of such purchaser.

I/We understand if I/We have not given a written 60-day notice to vacate (per Civil Code Section 798.59), not fulfilled the terms of my lease contract, or hold over past the move out dated, the park will enforce all rights and remedies as defined in the lease contract and the *Mobilehome Residency Law* (California Civil Code). I/We also understand that pursuant to the provisions of the *Mobilehome Residency Law*, any escrow, sale, or transfer agreement involving a mobilehome located in the Park at the time of the sale, where the mobilehome is to remain in the Park shall contain a provision signed by the purchaser, stating that by such signature he or she has agreed to the terms of a rental agreement. I/We further understand that in the event the purchaser fails to execute the rental agreement, the purchaser shall not have any rights of tenancy. I/We further understand the refund of any outstanding Security Deposit is subject to the following provisions:

- ▶ All conditions of the Lease Agreement must be fulfilled.
- ▶ The entire premises must be vacated on or before the move out date as specified on this notice.
- ▶ Deductions will be made for any damage to the space beyond normal wear and tear.
- ▶ The entire space must be clean.
- ▶ All keys must be returned.
- ▶ All debris must be disposed of in the appropriate container (outside of park - i.e. local dump site).
- ▶ All rents, utilities, and fees must be paid through the move out date.
- ▶ A forwarding address must be provided.

I/WE HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

**Resident:**

**Date:** Monday, September 8, 2014

**Park Manager:**

**Date:**

## Reason(s) for Vacating:

1. The overall condition of the park along with the quality of life have deteriorated considerably since I purchased my mobilehome here in September 2006. This process appears to have begun at the time of the Leasehold Rights purchase by Kort & Scott in January 2005 and has accelerated after the conversion to a Family Park in 2007.

2. Past and ongoing lack of, and failure to, enforce the Tustin Village MHP Rules and Regulations. Items: 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 22, 27, 29, 31 and 34. I've estimated 100+ Title 25, HCD, and MRL Violations, well beyond *the average*. Information obtained from the MPM-PI Violation Booklet, Title 25 and the MRL.

*I've submitted multiple complaints regarding various infractions of the Rules and Regulations. I can only assume at this point that they will remain in their current unenforceable status.*

3. Park Management itself continues to violate the Tustin Village MHP Rules and Regulations, specifically item number 7 regarding Accessory Equipment, Structures and Appliances, Section B, Sub-Section 8, Item (a) which states (a) **Only new, not used, mobilehomes are permitted.**

*This is a compounding factor in resident property values decreasing.*

4. Space rents that are *far above* comparable communities, this includes mobilehome parks and apartment communities within two (2) miles of Tustin Village Mobile Home Park. See Tustin Rent Comparison at the end of this document.

*This is a compounding factor in resident property values decreasing.*

5. Park management interfering with the sale of resident owned mobilehomes e.g. space rent specials (\$1,150.00 per month) that are *far below* the new tenant space rent (\$1,600.00 per month) required for resident owned mobilehomes.

*This has been the **number one deterring factor** in the attempted sale process.*

In addition to the *low space rent specials* and *low priced* refurbished park owned mobilehomes (approximately eleven (11) available as of Monday, September 8, 2014), the hanging of large banners and posting of signs by park management at the entrance of the park directing prospective buyers to contact park management for new mobilehome sales has interfered, and continues to interfere, with the sale of resident owned mobilehomes.

6. Lack of disclosure during the purchase of my mobilehome regarding Tustin Village MHP property lease provisions that *the land must be cleared of all structures and tenancy at the end of the lease* which is/was April 30, 2017.

Regarding item 6, the actions and lack of action by park management since 2006 lead me to believe that the park is being prepared for closure (business cessation). The overall conditions within the park, its structures, the quality of life, etc. are deteriorating.

The lack of, and failure to, enforce the Tustin Village Mobile Home Park Rules and Regulations along with the steady rent increases and continual loss in resident property values, is a solid indicator as to what may be potentially happening here.

By the time April 30, 2017 arrives, with estimated new tenant space rents hovering around \$1,900.00 per month (based on current rent increases), there won't be a structure on this property worth over \$5,000.00, with most worth much less than that.

It all makes sense now after putting the dates together. When Sierra Corporate Management moved the group of "sub-standard" mobilehomes into the park, that solidified my theories regarding the future of this park. You DON'T bring in mobilehomes that were scheduled for demolition into a park that you plan to maintain and grow, especially when it is in *major violation* of the park Rules and Regulations. When park management becomes a major violator of its own Rules and Regulations, what are residents to think?

It's unfortunate that existing and prospective residents are potentially being misled. I plan to follow the conditions here at the park for the next two (2) years. I would like to know if my theories are correct and if so, what the final outcome for the residents here will be.

**Resident:**

**Date:** Monday, September 8, 2014

**Park Manager:**

**Date:**

## **Space Rents in Tustin Mobile Home Parks as of June 2014**

### **Saddleback Mobilodge Club** (Senior Park)

Space Rent: \$775.00 / Month

Distance from Tustin Village Mobile Home Park: 0.2 Miles

### **Villa Valencia Mobile Estates** (Family Park)

Space Rent: \$950.00 / Month (Average)

Distance from Tustin Village Mobile Home Park: 0.3 Miles

### **Trail-A-Way Trailer Park** (Family Park)

Space Rent: \$761.00 / Month

Distance from Tustin Village Mobile Home Park: 1.6 Miles

## **Apartment Rents in Tustin 92780 as of July 2014**

### **Monterey Pines Apartments**

15513 Williams St, Tustin, CA 92780

1 Bedroom, 1 Bathroom, \$1,125.00 / Month

2 Bedrooms, 1 Bathroom, \$1,465.00 / Month

Gas, Water, Trash, Sewage Included

Distance from Tustin Village Mobile Home Park: 0.2 Miles

### **Stonebrook Apartments**

15631 Williams St, Tustin, CA 92780

Studio, \$1,040.00 / Month

1 Bedroom, 1 Bathroom, \$1,260.00 / Month

2 Bedroom, 1 Bathroom, \$1,450.00 / Month

2 Bedroom, 1.75 Bathrooms, \$1,490.00 / Month

Gas, Water, Trash, Sewage Included

Distance from Tustin Village Mobile Home Park: 0.4 Miles

### **Tustin Parc Apartments**

16282 E Main St, Tustin, CA 92780

2 Bedrooms, 1.5 Bathrooms, \$1,580.00 / Month

Gas, Water, Trash, Sewage Included

Distance from Tustin Village Mobile Home Park: 0.6 Miles

From the Tustin Village Mobile Home Park Resident Lease Agreement dated April 27, 2007:

#### **40. Zoning and Use Permit Information**

A. The nature of the zoning under which the Community operates is Mobile Home Park.

B. The Community does not operate under a conditional use permit which has an expiration date.

**C. *The Community is subject to a ground lease, which has an expiration date of April 30, 2034.*** It is acknowledged that the term of this agreement may be terminated prior to the stated date in order to coincide with the expiration date of the ground lease or prior thereto for reasons set forth below. However the ground lessor may, subject to approval or honoring performance pursuant to the terms of this agreement in fact, become the successor-in-interest to management, and in such event tenant agrees to recognize ground lessor as successor-management of the community with all entitlements, rights, privileges and duties and duties of the management. Tenants shall continue at all times to recognize management defined in this agreement as the party to whom performance by Tenants is owed unless advised by management in writing to the contrary. Tenants shall accordingly pay all rents and other charges to management as defined herein and not to any other party without such advisement from the management. ***The term of this lease shall otherwise expire concurrent with the expiration of the ground lease or such shorter time as necessary to comply with ground lease obligations for surrendering the park premises and complying with statutory requirements for cessation of the business of operating manufactured housing community if necessary or proper for compliance with the ground lease.*** In the latter event, Tenants may receive notices as required by applicable law with respect to cessation of business, or the use or changes therein currently made of the park premises prior to the expiration of the stated term of this agreement and in sufficient time for the processing of any such application or request of the management from applicable governmental entities or agencies to be completed and finalized prior to the expiration of the ground lease, cause this agreement to expire prior to the stated term herein, and continue the tenancies in the park as month-to-month tenancies if necessary or proper for the performance by management with the provisions of the ground lease.

D. If a change occurs concerning the zoning or permit, under which the Community operates, all Tenants will be given notice within thirty (30) days of such change.

**Cessation of Business Reference:** Government Code Sections 65850-65863.13

65863.7 – *"Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park..."*



# **TUSTIN VILLAGE MOBILE HOME PARK**

## **15352 Williams Street, Tustin, CA**



- **\$5,000,000 Sales Price**
- **12½ Year Leasehold Interest**
- **192 MH Sites + 2 Apartments**
- **55+ “Senior” Community, 4 Star**
- **Great Orange County Location**
- **Low Rents, No Rent Control**
- **14.7% Capitalization Rate**

*For Further Information Contact:*

**John Grant  
Park Brokerage Inc.  
11580 Petenwell Road  
San Diego, CA 92131  
(800) 987-3363**

Information contained herein has been obtained from the owner of the property or from other sources that we deem reliable. We have no reason to doubt its accuracy but we do not guarantee it.

<b>MANUFACTURED HOUSING COMMUNITY</b>		<b>Price</b> <b>\$5,000,000</b>	
<b>Tustin Village Mobile Home Park</b> <b>192 Sites + 2 Apts, Four Star, Senior, No Rent Control</b>		<b>Down Payment</b> <b>\$5,000,000</b>	
<b>Address/City</b> 15352 Williams St., Tustin	<b>County</b> Orange	<b>State</b> California	
<b>Est. Vac. &amp; Expense %</b> See Proforma Attached	<b>Age</b> Built 1963	<b>Loan</b>	
<b>Capitalization Rate</b> 14.7%	<b>Est. Spendable Return</b>	<b>Total Return</b>	
<b>Parcel Size</b> 18.42 Acres	<b>No. Spaces</b> 192 + 2 Apartments	<b>Water</b> City	<b>Sewer</b> City
<b>Listing Salesman</b> John Grant (800) 987-3363			
<b>DESCRIPTION AND TENANT INFORMATION:</b> 192 site plus two apartments, four star manufactured housing community in the City of Tustin in Orange County. The 55+, senior community was built in 1963 and is in very good condition. The sites range from 35-44 feet in width and 60-75 feet in length. Almost all the sites can accommodate doublewides and the community currently contains 134 doublewides and 58 singlewides. Sites rents are very reasonable and range from \$529-\$588 plus submetered gas, electric, and a flat charge of \$4 per month for water. All tenancies are on month to month or one year rental agreements. There is no rent control in the City of Tustin and comparable all age communities in Orange County have site rents up to \$1,000. Amenities include entrance gates, a 3,742 square foot clubhouse and office, 2 pools, 1 spa, and 2 laundry rooms. The land lease expires April 30, 2017 and the land lease payments are 20% of the site rental income. However, every five years either the lessee or lessor can demand a reassessment of the land lease based on 6% of the land value. The lease also contains a provision that the land must be cleared of all structures and tenancy at the end of the lease. <b>THE SELLER HAS SPENT A NUMBER OF YEARS ATTEMPTING TO BUY THE LAND OR EXTEND THE LEASE FROM THE LAND OWNERS. THE LAND OWNERS ARE IN THEIR 80'S AND ARE NOT WILLING TO DO ANYTING AT THIS TIME. THE SELLER WILL NOT GIVE ANY LAND OWNER INFORMATION TO THE BUYER UNTIL THE CLOSE OF ESCROW. THE BUYER MUST BUY THIS PROPERTY BASED ON THE ECONOMICS OF THE REMAINING LEASE TERM.</b>			
<b>TOTAL ESTIMATED NET INCOME BEFORE DEBT SERVICE (See 2002 and 2003 actuals and Broker Proforma attached)</b>		<b>\$735,021</b>	
<b>LOAN INFORMATION</b>			
Existing 1 <sup>st</sup> trust deed originated by First Fidelity Investment and Loan with a current principal balance of \$1,288,862 at an adjustable interest rate at the 6 month Libor + a margin of 3.5% with a 7.99% floor. Monthly payments amortized over 15 years at \$13,490 with \$4,622 to interest. Note is not assumable but Broker anticipates lender allowing an assumption.			

The information contained herein has either been given to us by the owner or the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy but we do not guarantee it. Vacancy factors used herein are an arbitrary percentage used only as an example. It does not necessarily relate to actual vacancy, if any. The value of this investment is dependent upon these estimates and assumptions made above, as well as the investment income, the tax bracket and other factors which your tax advisor and/or legal counsel should evaluate. **THE PROSPECTIVE BUYER SHOULD CAREFULLY VERIFY EACH ITEM OF INCOME, EXPENSE, AND ALL OTHER INFORMATION CONTAINED HEREIN.**



Tustin Village Mobile Home Park – Park Map

Gray: Resident Owned Mobile Homes

Light Green: Resident Owned Mobile Homes for Sale

Dark Green: Park Owned Mobile Homes for Sale

Red: Uninhabitable Mobile Homes

Light Gray: Park Owned Apartments

Brown: Open Lot

Blue: Pool and Spa Areas

Dark Blue: Refuse

Black: Parking

Yellow: Street Lights





# RESIDENT COMPLAINT FORM

While we are attempting to ensure a harmonious community atmosphere, sometimes incidents occur which infringe on your enjoyment of the Park.

In order to remedy the situation when appropriate, we request all complaints or suggestions be submitted to Management in writing.

**Type of Complaint:**

☒ Park Facilities

☒ Park Management

☒ Other park residents

**If against a particular person:**

Name: N/A

Space No. or Address: N/A

**Detail incident, complaint or problem. (Specify date, time, and place)**

See attached PDF.

**What action do you think is appropriate?**

Park Management Decision

**NOT APPLICABLE:** Because of repeated complaints, in extreme cases, eviction proceedings may be initiated against an offending park resident. In compliance with California law it may be necessary to use this complaint for documentation purposes. Consequently we cannot insure complete confidentiality.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Space #

OFFICE USE ONLY – DISPOSITION

\_\_\_\_\_

\_\_\_\_\_

**FROM:**

**TO:** Tustin Village Mobile Home Park  
15352 Williams Street, Tustin, California 92780

**DATE:** Wednesday, August 13, 2014

Good day Ruth, Noemi. I wanted to go through each of the Tustin Mobile Home Park Rules and Regulations with Park Management and provide my comments and submit my complaints based on observations over the past 90 days (May thru August 2014). The copy of the Rules and Regulations that I received from Park Management in June 2014 is dated March 1, 2005.

It appears that an overall lack of enforcement regarding the Rules and Regulations has led to a slow degradation of the park since 2005.

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### 3. OCCUPANCY RESTRICTION

*No more than two (2) persons per bedroom, plus one (1) additional person per home shall regularly occupy the home. All bedrooms must have an unobstructed exterior window or door large enough for an adult to get through in the event of fire or other emergency. For purposes of this restriction, a "bedroom" is a room intended by the manufacturer of the mobilehome to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a bathroom, kitchen, den, family room, living room or other room, which has been or could be converted to a bedroom.*

I've walked this park many times these past few months (May thru August 2014). Based on the amount of both vehicular and pedestrian traffic within the park, I'd have to question whether or not the Occupancy Restriction is being enforced? I'm going to guess there are a minimum of twenty (20) mobilehomes in this park where the Occupancy Restriction has been unsafely exceeded.

### 5. GUESTS

*A. All guests must register with Management if they stay more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year and are subject to a guest charge as set forth in your rental agreement.*

*B. Resident agrees to acquaint all guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Resident is personally responsible for all the actions and conduct of his guests including, but not limited to, any damage caused by his guests.*

*C. Management reserves the right to determine whether the Community's recreational and other facilities can accommodate, all the residents and their guests and, therefore, Management may refuse any guest access to said facilities if the guest's presence would **unreasonably detract from the use and enjoyment of these facilities by other residents and guests who are then using the facilities.***

*D. Except when guests are entering or leaving the Community, Resident must accompany his or her guests at all times when they are in the Community or using any Community facility.*

*E. If Resident will not be present, then no guests may occupy or otherwise use Resident's home without prior written approval.*

It's nice to have all the above in writing but, I doubt very seriously that this rule is being enforced. This ties in directly with the Occupancy Restriction section above.

Regarding Item C above, I stopped by the pool a few weeks ago (July 2014, on a weekend). I counted twenty-two (22) people in the pool area, all together, approximately 16 of them in the pool. I've seen this happening at both pools on the weekends, they get overcrowded and it detracts from the use and enjoyment of those facilities by other residents. By Sunday evening, the water in the pool is usually cloudy and does not look healthy. I've not used the jacuzzi or pool areas for over 5 years now. I've seen what happens in that water both during the day and into the "late evenings", it's unhealthy.



## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***

***(b) The location and placement of the mobilehome on the space will be determined by us.***

***(c) Must have detachable hitches and tongues, which must be removed when the mobilehome is installed.***

***(d) The mobilehome may not require more electrical service than is available at the Space.***

When I first moved here in 2006, I was informed that the park was going through changes and that I was part of the first group of new homes to start those changes. I've not seen one NEW mobilehome moved into this park since then. I've seen them moved out and, older dilapidated (purchased from a park closure and scheduled for demolition) mobilehomes, were brought in to fill the vacant spaces. This would appear to be in direct violation of Section 7, item (a) of the Tustin Village Mobile Home Park Rules and Regulations?



## 8. LOT AND HOME MAINTENANCE AND APPEARANCE

*Garbage and refuse must be placed in plastic trash bags or trash cans and kept inside the home, storage shed(s) or kept in a location not visible from the street or an adjacent home until placed in the Community's disposal bins. The Community's disposal bins are for the use of residents only. Residents are not to remove any item placed in recycling and/or disposal bins without approval of Management. Sanitary and health laws must be obeyed at all times.*

May I ask who is enforcing the above? The garbage and refuse areas here within the park have gotten a bit out of hand. I'm going to guess that this also ties into RR3 and RR5.





*Large items such as furniture, boxes, old carpet, appliances, etc., must not be placed in or beside the Community's disposal bins. Resident is responsible for the removal from the Community and proper disposal of all such items.*

As long as I've been here, since 2006, the above has NEVER been enforced. It should probably be removed from the R&Rs.



*Resident must not dispose of any hazardous waste, substance or household products in the Community disposal bins and shall not dump any such substance on any Community property, on any space within the Community, in any drain connected to the sewer system or in the Community streets.*

I have pictures of five (5) gallon containers sitting in the refuse areas that contained hazardous materials. I've also witnessed residents dumping waste directly into the street drain at the end of De Anza Lane (back of the park).





*Large items such as furniture, boxes, old carpet, appliances, etc., must not be placed in or beside the Community's disposal bins. Resident is responsible for the removal from the Community and proper disposal of all such items.*

According to the California Department of Housing and Community Development, Article 2, General Park Requirements, Section 1120, it states...

## **§ 1120. RUBBISH AND ACCUMULATION OF WASTE MATERIAL**

*a. Occupants shall keep the lot area and the area under, around, or on their unit and accessory buildings or structures free from an accumulation of refuse, rubbish, paper, leaves, brush or other combustible material.*

*b. Waste paper, hay, grass, straw, weeds, litter, or combustible flammable waste, refuse, or rubbish of any kind shall not be permitted, by the park owner or operator, to remain upon any roof or on any vacant lot, open space, or common area.*

*c. The park area shall be kept clean and free from the accumulation of refuse, garbage, rubbish, excessive dust, or debris.*

*d. The park operator shall ensure that a collection system is provided and maintained, with covered containers, for the safe disposal of rubbish.*

Regarding item a., this has gotten out of hand over the years. One stroll through the park and you can easily see who the violators are. It's really an eyesore and doesn't bode well for potential mobilehome buyers. It also downgrades the overall quality of life in the park.

Regarding items b and c., this covers a number of areas in the park that have been, and continue to be ongoing issues, particularly the refuse areas.

## **DUMPSTER DIVING**

Regarding item d., emphasis on **"for the safe disposal of rubbish."** I find it unacceptable that the park management would allow dumpster diving. We have a couple of older women (residents) who make regular trips to the refuse areas throughout the day. I've got pictures of them tearing open "closed garbage bags" and digging through resident garbage. This is not only a security risk for residents, it presents a health hazard for those living around those areas. The open garbage stinks and is attracting flies.

Most residents don't realize that one of the most common areas for low level identity theft miscreants is via dumpster diving. Regarding our refuse areas, I've seen personal information on papers that have fallen outside of the dumpster and/or were left there because the dumpsters were full. I've seen the holes in the bags from the dumpster divers with all sorts of resident garbage taken out, left in the open, etc. Many "responsible communities" don't allow dumpster diving and even have locked refuse bins to prevent that from happening. The Tustin Village Mobile Home Park Rules and Regulations specifically state...

## **8. LOT AND HOME MAINTENANCE AND APPEARANCE**

*Residents are not to remove any item placed in recycling and/or disposal bins without approval of Management. Sanitary and health laws must be obeyed at all times.*

I cleaned out my shed during the week of August 4, 2014. During that time I made multiple trips to the dumpster with stuff that was due to get thrown away. Electronics that were dated and didn't work anymore. Bags and bags of shredded personal documents that I spent hours upon hours shredding

during the week. Every single one of those bags was busted open and rummaged through and it was a family affair. Grandmom and the kids diving into the dumpsters. Some of the electronics I threw away made their way back to one of the resident's homes. I saw those items back in the dumpster a couple of days later.

I think this should STOP immediately. I'm fortunate in that I SHRED every piece of paper that I throw away that has anything with my name on it, junk mail, etc. But, it's not just the security aspect of it. The health issue is the main one. I'm sure those residents who live next to and/or around those refuse areas are not pleased. I know some have complained and we still have issues with those areas.





*Anything, which creates a threat to health and safety, shall not be permitted on the space. **No flammable, combustible, or explosive fluid, material, chemical or substances**, except ones customarily used for normal household purposes, may be stored on the space and then only in quantities reasonably necessary for normal household purposes.*

This one is a concern. I've seen a shed(s) with 5 gallon containers full of hazardous, flammable, combustible materials which appear to be used in the resident's line of work. This presents a fire hazard for the park residents.



*If any portion of the exterior, of the home or its accessory equipment, structures or appliances, or the space is damaged, **the damage must be repaired within thirty (30) days**. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed.*

This one is clearly not being enforced as evidenced by the mobilehome located at 117 East De Anza Lane. The roof has been damaged for 2+ years and has had a blue tarp with bricks and 2x4s holding it in place ever since. I have a Google satellite image from 2012 that clearly shows the blue tarp in place. I understand in this instance that the resident cannot afford the repairs, they are extensive and may cost more than the home is worth.



Just one walk around the park and it is evident that these types of Rules and Regulations are not being enforced and/or cannot be enforced here at the park. I would assume this has been a very difficult task to perform. The lack of strict enforcement over the past nine (9) years has now created an overall degradation of the park both visually and structurally in many instances.



*Sweeping or hosing dirt, clippings or debris into the street or the neighboring space is prohibited.*

I see many residents hosing down their driveways, homes, etc. into the street. After the roadwork in August 2013, which left many depressions and changed the grade of the roads, the issue is much more visible and those that have standing water in front of and/or on their streets leave clear evidence. You can see where the road is damaged in many areas in the park. The work that JB Bostick performed in here was subpar and we've been dealing with the fallout ever since. The standing water throughout the park is an ongoing issue and has damaged the roads. As of August 1, 2014, in the State of California, it is now a violation to hose down driveways, walkways, etc. in this manner.



## 10. RECREATIONAL FACILITIES

*Alcohol and smoking is prohibited in the clubhouse and the Community's recreational and other facilities unless prior written approval is first obtained from Management for special events.*

I'm assuming that those residents who are drinking alcohol and smoking pot in the park's recreational facilities, mainly the pool areas, have received written approval from Management?

This is a family park, not an adult only park. Those residents who continue to use the common areas for these activities really need to respect the rules and regulations here in the park. They have a home, why aren't they enjoying those activities there?

I know park management is aware of this issue. It's kind of hard NOT to be aware of it when you come into the office in the mornings and the area outside smells like pot. Not only does it smell like pot, but it also smells like urine in some areas, it's a rather foul odor up there around that bathroom area.



## 11. CONDUCT

*Residents and guests must behave reasonably, be respectful of the legitimate rights, of others, not do anything which will unreasonably and adversely affect others and not do anything which may endanger anyone or any other person's property. This limitation includes, but is not limited to, unreasonable and noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct.*

Oh, where do I start with the above? How about we start with the renter at [Redacted] East De Anza Lane, [Redacted]. In the past 180 days, the police have been called three (3) separate times to deal with [Redacted]. An incident just occurred in July 2014.

[Redacted] has a drinking problem. I've watched as he's come speeding through the park and into the driveway and run right into my bushes all the while laughing wildly, music blaring, beer in hand. I've watched him holler at residents driving by and giving them the finger. He's come very close to having multiple physical altercations here, including one with myself. He makes me feel like I live in a "real Trailer Park", something you'd see on Jerry Springer.

*Persons under the influence of alcohol or any other substance are not being permitted in any area of the Community, which is generally open to Residents and guests.*

As I continue to read through the Rules and Regulations I find myself wondering who would enforce the above rule(s)? If management were present here in the late evenings on a weekend or even a weeknight, they might see that the above is a moot rule and something that would be difficult to enforce.

*Radios, televisions, record players, musical instruments and other devices must be used so as not to unreasonably disturb others.*

I'm assuming this applies to vehicles? If so, we have a number of residents who feel that driving through the park with their windows down and stereos blasting is acceptable. How do you enforce this rule?

## 12. VEHICLES

*No repair or maintenance work of any kind on any vehicle, boat or trailer (other than Resident's home) may be done in the Community. Under no circumstances are guests permitted to undertake repairs to their vehicles within the Community.*

I've seen oil changes performed, brake jobs, general repair and maintenance all in plain sight and all within the past 90 days. I've seen the damage that the fluids and chemicals being used are causing to driveways and street surfaces in some areas.

*Vehicles, including bicycles, must be operated in a safe manner. Pedestrians, electric carts and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Community by any person who is not licensed. Vehicles operated in the Community must be properly licensed and registered. RESIDENTS MUST OBEY ALL POSTED TRAFFIC CONTROL SIGNS (e.g. stop signs, no parking signs, signs, etc.).*

Who is responsible for enforcing the above rule regarding vehicles? The posted speed limit is 10 MPH within the park and "very few" obey that speed limit. We have a group of young men, and women, who continue to travel through the park at speeds in excess of 30 MPH. I've seen some vehicles traveling in excess of 40 MPH. There are a few who continue to use the roads as their dragstrip, this MUST stop before someone is seriously injured.

It is so out of hand that I'm going to request that park management step up to the plate and do something about it as soon as possible. This is a serious threat to residents in the park. The rates of speed are way beyond any reasonably safe limits. I wanted this one in writing so that when a serious injury does occur, there is written documentation regarding this matter.

In the past forty-five (45) days, I've seen two different occurrences of children (6-8 years old) almost getting plastered to the front of a vehicle traveling at a high rate of speed on De Anza Lane. There is a large, tall hedge that obstructs the view of the corner at De Anza Lane and Portola Lane. The children come cruising right through the stop sign with no regard or respect for oncoming vehicles. The parent's are partially at fault here for not instructing their children to stop and look both ways.





## 14. PARKING

*Residents may only park as many vehicles as will fit on their driveway, **up to a maximum of two (2) vehicles per space**. Parking is permitted only in designated parking areas. Unless otherwise posted or permitted by these Rules and Regulations, **STREET PARKING IS PROHIBITED AT ALL TIMES**. Such vehicles may be towed in accordance with the Mobilehome Residency Law. Vehicles parked on Resident's space may only be parked on the driveway, and not on the landscaped or other areas of the space or other vacant spaces within the Community. **Vehicles parked on the driveway must not extend beyond the property line into the street**. Guests may only park on the host resident's space, in designated guest parking spaces, or outside of the Community. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment for all Residents, Management reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Community. Sleeping in parked vehicles is prohibited.*

I do believe many of these Rules and Regulations need to be revised to coincide with current practices. I've seen three (3) and four (4) vehicles parked in carports, driveways, etc. There are some carports that can handle three (3) vehicles. Most can only handle two (2) which is the maximum allowed per the current Rules and Regulations. None are capable of handling four (4) and there are those who continue to push that limit without violation.

All one has to do is walk around the park here in the evening to see the multiple violations of the above. I remember when we used to have red fire lines and if your vehicle crossed that line while parked, it would be towed. What happened to that rule? I've counted more than thirty (30) driveways where the rear end of a vehicle is extended beyond the lot line and into the street by more than an allowable distance.



*These parking limitations do not apply to service vehicles of contractors or other persons performing services for Resident during the time the service is being performed. Vehicles, which are otherwise prohibited, may be temporarily parked on Resident's space or on the street for purposes of loading or unloading (only while actively loading or unloading).*

The residents who continually stretch these rules have the above covered. Just park the vehicle with the emergency flasher lights on. I've seen them parked for hours with the flashers on.

## 17. FOR SALE SIGNS AND COMMERCIAL ACTIVITIES

*D. Except for the sale of Resident's home, no "auction," "moving sale" or "**garage sale**" will be permitted.*

What exactly happens to a resident who violates these rules? I ask because I see continual violations from multiple residents and I'm led to believe that maybe these things are okay to do? If so, the current Rules and Regulations SHOULD be updated to reflect that.



Here's a Garage Sale on Portola Lane that recently took place on Saturday, August 2, 2014, it brought people inside the park that didn't live here. The resident holding the yard sale placed signs at the entrance to the park and on the stop sign at the corner of De Anza Lane and Portola Lane pointing folks to the sale.

What's ironic is that some of the items being sold were probably picked from other Resident's garbage here at the park. This is the home of one of the dumpster divers mentioned in the section regarding the refuse areas. She picks from the trash and then brings it all back into her driveway for further staging and processing. She's got a regular gig going, I admire her efforts in recycling. But, I have a problem with my garbage being broken open and rummaged through to find things for the garage sales and other ventures that may be going on. I also have issues with people digging through resident garbage in general, it's not healthy and it's not really something I'd want one of my guests seeing while visiting.

## **18. SUBLETTING**

*Subletting is prohibited and any subletting will be void except as provided in this paragraph. "Subletting" means any renting, regardless of the time period or how it is characterized, of the mobilehome or Space.*

This is related to RR3 and RR5.

*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 will not be terminated however, if the homeowner completes an action for unlawful detainer or executes a judgment for possession, pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.*



## 22. PETS

*Permission to keep a house pet must be obtained from Management. A house pet is defined as a pet that spends its primary existence within the home.*

*The type of pets permitted is cats, dogs, small birds, such as parakeets and canaries, fish and other usual household pets approved by Management. Only medium-sized cats and dogs (which at maturity do not exceed Twenty four inches (24") in height, when measured at the shoulders when in a standing position) are permitted. Farm animals (chickens, etc.), animals, which may be dangerous or have unpredictable behavior (Pit Bulls, Rottweilers, etc., or mixed breeds thereof) and exotic animals (snakes, etc.) are not allowed. Owner reserves the right to request Resident to have the pet examined by a veterinarian to have it certified as to breed or potential dangerous character. With the exception of fish and caged birds, no more than two (2) pets will be allowed per home. All non-house pets are prohibited.*

There are more than a handful of animals in this park that exceed the above maximum height requirements. There are also mixed breed pit pulls. The two (2) pets allowed per home has never been enforced. This is another one of those Rules and Regulations that needs amending. It's really too late to force someone to give up their pet when you've allowed it to be part of the family for any period of time.

*Any pet running loose in the Community will be impounded at the pet owner's expense and the resident may be notified to vacate his Space or give up his pet. Should a pet is lost or dies a resident must obtain written permission from Community Management before acquiring another.*

Between the cats, the dogs and even rabbits running loose in the park, this place is a haven for animals on the loose. I've had to cleanup catcrap and dogcrap from my yard continually over the years. It's gotten worse over the past (18) months. I know exactly who lets their cats and dogs out without a leash so that they can roam and crap in other people's yards!

*Pets must be walked on a short leash at all times held in the hand of the person walking the pet. When walking a pet within the Community, the individual walking the pet is responsible for picking up and disposing of any excrement from the pet.*



There are many pets in the park without a leash. There are many pet owners who think they can just walk away after their pet takes a crap. I've approached more than a handful of them after seeing it in action.



*Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property), permission to keep the pet may be revoked;*

*After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.*

Define unreasonable disturbance? I spend many evenings listening to the dogs barking, the birds squawking, etc., spend a night on the corner of Portola and De Anza. I thought I had gotten used to it, but I haven't and probably never will. I enjoy a little bit of peace and solitude every now and then. Luckily I can retire to my bedroom and not hear the mutts barking and the birds squawking.

### 31. IMPROVEMENTS AND ALTERATIONS

*Resident agrees not to make any alterations, improvements, additions or utility installations to, on or about the Homesite or mobilehome, or to install, remove or change any existing improvements, or modify the drainage or landscaping, or make any contract for such work without **Owner's prior written consent and approval**. In giving or withholding Owner's consent to any such work, Owner may, at his option, take into account and base his agreement or refusal of consent entirely upon aesthetic considerations and the compatibility of such changes to the Park. If Resident fails to obtain Owner's prior written consent and approval, all such alterations, improvements, additions or utility installations shall be promptly removed Resident, at Resident's own expense, upon Owner's request.*

If I'm not mistaken, once you approve the plans for alteration(s), a permit(s) needs to be acquired from the Department of Housing and Community Development (HCD). I see many external alterations, additions, structure changes, etc. within the park. I'm assuming that all of these residents obtained a permit to make those changes? That just covers the external changes. What about all of the internal changes? I just recently saw a pickup truck come in full of plywood, 2x4s and other building materials, it left empty. My educated guess is that someone is making accommodations for additional residents in a mobilehome that wasn't designed for more than a certain number of people.

Can we assume that those internal structural accommodations have been approved by park management and an HCD permit has been issued?

This all ties in with the Occupancy Restriction rule. I know there are many mobilehomes here that have been internally modified to accommodate more than the allowed number of people per mobilehome and/or per acre. This is the reason we have many other issues here, it's a compounding effect. You cannot safely house eight to ten (8-10) people in a mobile home that was built for five (5). This also puts a strain on the services here in the park e.g. electricity, water, refuse, maintenance, etc.

## HOMES FOR SALE - SPACE RENT SPECIALS

It appears we have a “large percentage” of homes for sale in Tustin Village Mobile Home Park and a few open lots. I’ve had my home up for sale now since February 2014. I’ve had over ten (10) inquiries from interested parties. As soon as I informed them of the \$1,600.00 space rent for new tenants, that was the end of the discussion. I had to take down my For Sale signs since it was creating more of a disturbance. I now have the home up for sale (Short Sale) with a stipulation that it MUST be moved out of the park.

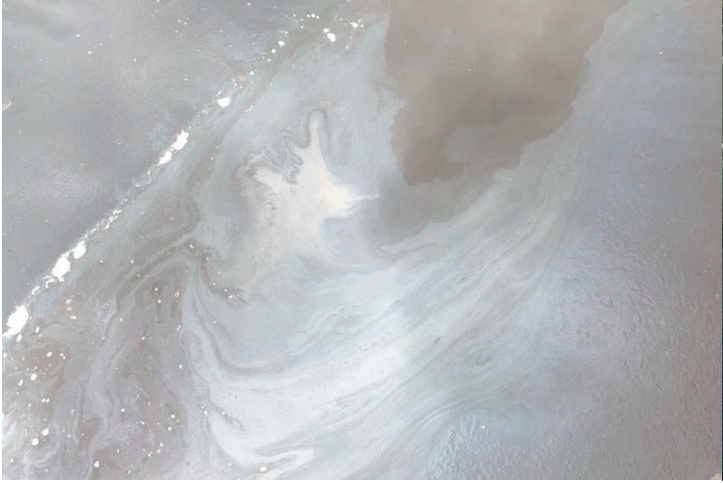
I find what Sierra Corporate Management is doing with park owned homes to be an unfair practice. You’re offering folks space rent specials that are far below the \$1,600.00 for new tenants purchasing a Resident Owned Mobile Home.

- \$1,150.00 Year 1 (\$5,400.00 Savings)
- \$1,250.00 Year 2
- \$1,600.00 Year 3
- Minimum 6% increase each year thereafter

How do I compete with the above? I can’t, and it has been interfering with the sale of my home which is really out of place here. My lender, the Veteran’s Administration, has questioned this and we are seeking further information/advice regarding the such practices.

















**FROM:**

**TO:** Tustin Village Mobile Home Park  
15352 Williams Street, Tustin, California 92780

**DATE:** Thursday, August 28, 2014

Good day Ruth, Noemi. Refer to complaint dated Wednesday, August 13, 2014 at 07:59. This complaint is specific to the Tustin Village Mobile Home Park Rules and Regulations: **7. Accessory Equipment, Structures and Appliances**, Section B, Sub-Section 8, Item (a) which states...

**7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES**

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***

The PDF copy of the Rules and Regulations that I received from Park Management in June 2014 is dated March 1, 2005 and was confirmed by Noemi Solis to be the current Rules and Regulations as of Wednesday, August 27, 2014.

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## RESIDENT COMPLAINT FORM

While we are attempting to ensure a harmonious community atmosphere, sometimes incidents occur which infringe on your enjoyment of the Park.

In order to remedy the situation when appropriate, we request all complaints or suggestions be submitted to Management in writing.

### TYPE OF COMPLAINT:

☒ Park Management

### DETAIL INCIDENT, COMPLAINT OR PROBLEM. (Specify date, time, and place)

See attached information regarding used and/or sub-standard mobilehomes brought into the park over the past twenty-four (24) months by Sierra Corporate Management.

### WHAT ACTION DO YOU THINK IS APPROPRIATE?

Remove the used/sub-standard mobilehomes, it is in direct violation of the Tustin Village Mobile Home Park Rules and Regulations. Replace with new mobilehomes. ***Only new, not used, mobilehomes are permitted*** in Tustin Village Mobile Home Park. I would also consider these an “***extreme***” violation of the Rules and Regulations.

Because of repeated complaints, in extreme cases, eviction proceedings may be initiated against an offending park resident. In compliance with California law it may be necessary to use this complaint for documentation purposes. Consequently we cannot insure complete confidentiality.

**Your Signature:**

**Date:** Thursday, August 28, 2014

**Print Name:**

**Space Number:**

**OFFICE USE ONLY – DISPOSITION:**

# 109 South Portola Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***





# 124 South Portola Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***



# 103 East Coronado Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***





# 135 East Serra Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***





# 140 East Balboa Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***



# 108 South Colombo Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***





# 113 South Colombo Lane

## 7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

*The Community's general standards for accessory equipment, structures and appliances for incoming homes are:*

*All mobilehomes coming into the Park for the first time must meet the following requirements:*

***(a) Only new, not used, mobilehomes are permitted.***

