MOBILE HOME RENT STABILIZATION
PUBLIC HEARING AGENDA
DECEMBER 9, 2025 – 9:00 AM

NORTON YOUNGLOVE SENIOR CENTER
908 PARK AVENUE
CALIMESA, CALIFORNIA

The Hearing Officer will be conducting this Public Hearing in the Norton Younglove Senior Center. Members of the public may attend this meeting in person at the Norton Younglove Senior Center, 908 Park Avenue, Calimesa, CA 92320, or the public may view the Public Hearing live at https://www.youtube.com/@calimesacity900/live beginning at 9:00 a.m.

Submission of Public Comments: Public comment will be allowed by completing a speaker slip and providing it to the City Clerk at the meeting. **Please observe a time limit of three (3) minutes when giving your presentation**. When called upon, please step forward to the microphone, state your name for the record, whom you represent and any statement you wish to make. **Please be advised that you may not defer your three (3) minutes to another speaker.**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office, (909) 795-9801. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. Any public writings distributed by the City to at least a majority of the Council Members regarding any item on this regular meeting agenda will be made available at the public counter at City Hall located at 908 Park Avenue, Calimesa, CA 92320.

CALL TO ORDER 9:00 a.m.

HEARING OFFICER Elio Palacios, Jr. of Palacios Law Office

STAFF Darlene Gerdes, City Clerk/Rent Administrator
Will Kolbow, City Manager
Amy Greyson, Assistant City Attorney

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. CALIFORNIAN MOBILE HOME ESTATES CAPITAL IMPROVEMENT PETITION AND TEMPORARY RENT INCREASE PETITION.

REQUEST: **Consideration of Petitions for Capital Improvement Rent Increase and Temporary Rent Increase for Californian Mobile Home Estates.**

PETITIONER: **Californian Mobile Home Estates Calimesa LP**

LOCATION: **950 California Street, Calimesa, California 92320**

The Hearing Officer will conduct a public hearing on the Petition for A Capital Improvement Rent Increase and Temporary Rent Increase Petition in accordance with the following procedures:

- Open the Public Hearing
- Administer Oath to all witnesses
- Presentation of Staff Report
- Questions to Staff and Witnesses by Hearing Officer and Party Representatives
- Petitioner/Representative Presentation, including Sworn Witnesses
- Questions to Petitioner and Petitioner's Witnesses by Hearing Officer and Party Representatives
- Opposing Parties' Presentations, including Sworn Witnesses
- Questions to Opposing Parties and Opposing Parties' Witnesses by Hearing Officer and Party Representatives
- Public Testimony
- Petitioner Rebuttal Witnesses (if necessary) including Questions by Hearing Officer and Party Representatives
- Opposing Parties Rebuttal Witnesses (if necessary) including Questions by Hearing Officer and Party Representatives
- Staff Rebuttal Witnesses (if necessary) including Questions by Hearing Officer and Party Representatives
- Public Hearing Closed
- Hearing Officer takes matter under submission for deliberation and issuance of written decision

ADJOURNMENT

PUBLIC HEARING
STAFF REPORT

CITY OF CALIMESA
MOBILE HOME RENT STABILIZATION
CAPITAL IMPROVEMENT PETITION SUBMITTED BY
THE CALIFORNIAN MOBILE HOME ESTATES

SUBJECT:	Californian Mobile Home Estates Capital Improvement Petition and Temporary Rent Increase Petition
REQUEST:	Consideration of Petitions for Capital Improvement Rent Increase and Temporary Rent Increase for Californian Mobile Home Estates
APPLICANT:	Californian Mobile Home Estates Calimesa LP
LOCATION:	950 California Street, Calimesa, California 92320
HEARING DATE:	December 9, 2025
PREPARED BY:	Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator and Amy Greyson, Assistant City Attorney

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RECOMMENDATION: It is recommended that the Mobile Home Rent Stabilization Hearing Officer:

1. Conduct a public hearing on the Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition; and

2. Deliberate findings of fact, reasoning and conclusions on all issues and grant as submitted, grant as modified, or deny a Capital Improvement Rent Increase; and

3. Deliberate findings of fact, reasoning and conclusions on all issues and grant as submitted, grant as modified, or deny a Temporary Rent Increase.

BACKGROUND: Peter Wang, manager of Whisman Management, L.L.C., as authorized representative of Californian Mobile Home Estates Calimesa LP ("Californian" or "Petitioner") has filed a Petition for Capital Improvement Rent Increase ("Capital Improvement Rent Increase Petition" or "Petition"), and a Petition for Temporary Rent Increase to recover the costs of preparing the Petition and the costs of the hearing ("Temporary Rent Increase Petition") for Californian Mobile Home Estates Calimesa ("the Park" or "Californian"). The Petitions were filed pursuant to the City's Mobile Home Rent Stabilization Ordinance (Chapter 9.05, Sections 9.05.090 and 9.05.140 of the Calimesa Municipal Code) ("CMC") (collectively

the "Ordinance"), and the Administrative Rules for Implementation of the Mobile Home Rent Stabilization Ordinance ("Rules"). Copies of the Ordinance and Rules are attached to this Staff Report as **Exhibit 1** and **Exhibit 2**, respectively. [1]

This staff report includes **Exhibit 1** through **Exhibit 20**. A list of all documents accompanying this staff report is included at the end of this staff report. Copies of the April 8, 2025 Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition are collectively included as **Exhibit 3**; and the supplemental documents filed by the Petitioner are included as **Exhibits 5 and 7**. Copies of documents submitted by Donna Johnson, the representative of the Park's residents, are included as **Exhibits 12 and 13**. Additional correspondence between the City, Park Owner, and/or Park Resident Representative are included as **Exhibits 19 and 20.**

REQUESTED RENT INCREASES: Petitioner seeks two types of rent increases for the Park, Capital Improvement Rent Increases pursuant to CMC § 9.05.090, and a Temporary Rent Increase for Petition and Hearing Costs pursuant to CMC § 9.05.140. The specific increases requested are as follows.

Capital Improvement Petition Submitted:
The Petitioner seeks approval of four Capital Improvement Rent Increases pursuant to CMC § 9.05.090 for the Park, as follows:

1. A Capital Improvement Rent Increase of ***$49.05 per month, per space for 15 years based on a project cost of $646,453***, for street work carried out by the Petitioner in the Park.

2. A Capital Improvement Rent Increase of ***$2.44 per month, per space for 15 years based on a project cost of $57,160.59***, for modification to solar park lighting carried out by the Petitioner in the Park.

3. A Capital Improvement Rent Increase of ***$4.80 per month, per space for 15 years based on a project cost of $112,374.05***, for pool and spa modifications carried out by the Petitioner.

4. A Capital Improvement Rent Increase of ***$9.13 per month per space for 20 years based on a project cost of $284,790.43***, for Clubhouse and roof modifications carried out by the prior park owner, Californian Mobile Estates, LLC., prior to the Petitioner's purchase of the Park. Although the Petitioner contends that the prior park owner expended a total cost of $284,790.43 on the clubhouse and roof project, the Petitioner seeks to recover only $136,736.00 for these claimed improvements, which reduces the requested rent increase to ***$4.38 per month, per space for 20 years based on a project cost of $136,736.00***.

[1] The City has provided the Hearing Officer with a complete copy of the Staff Report and all exhibits. A complete copy will also be provided to Mark Alpert, the Park Owner's attorney; and to Donna Johnson, the Park residents' representatives. A copy will also be posted on the City's website and made available at City Hall for interested members of the public.

According to the Petition, the Petitioner contends that the evidence supports granting them approval of the four (4) Capital Improvements for a total of ***$56.29 per space per month for an amortization of 15 years and $4.38 per month per space for 20 years.***

Temporary Rent Increase Petition Submitted (Petition and Hearing Costs):
The Petitioner seeks approval of a Temporary Rent Increases to recover the costs of preparing the Petition and attending the hearing, pursuant to CMC § 9.05.140 for the Park, as follows:

1. Original Request dated April 8, 2025: A Temporary Rent Increase of ***$2.37 per month per space for five years based on total petition and hearing costs of $14,991 amortized over five years at 8.5% interest***.

2. Modified Request dated November 26, 2025: A Temporary Rent Increase of ***$7.23 per month per space for five years based on a total petition and hearing costs of $45,795.50, amortized over five years at 8.5% interest***.

DESCRIPTION OF CALIFORNIAN MOBILE ESTATES CALIMESA

Californian Mobile Estates Calimesa (the "Park") is a senior mobilehome park located at 950 California Street, Calimesa, California 92320. The Park was originally constructed under the jurisdiction of the County of Riverside commencing in 1968, pursuant to a conditional use permit. The current owner of the Park is Californian Mobile Estates Calimesa Limited Partnership ("Californian" or "Petitioner"), with a business address of 425 N. Whisman Road, #600, Mountain View, CA 94043. Californian provides both on-site and off-site management for the Park. Californian purchased the Park on September 27, 2023, for the purchase price of $9,500,000.00. The City understands that the Petitioner's representatives for the Petition and the public hearing are Peter Wang of Whisman Management, LLC, and attorney Mark Alpert, Esq., of Gregory Beam and Associates, Inc.

The prior owner of the Park was Californian Mobile Estates LLC, represented by Laura Ballantyne as General Manager/Operating Manager. Persons claiming an ownership interest under the prior owner included Laura Ballantyne, Todd Owen Watson and Watson Family Trust.

The Petition states that the Petitioner separately bills the residents for water, sewer and trash; and that electricity and gas services are on separate meters and billed directly to the residents by the utilities effective 2024.

The City incorporated in 1990 and originally adopted the County's mobile home rent control ordinance in January 1991 (Ordinance No. 91-1). The original ordinance was amended several times, most recently by Ordinance No. 316 and Ordinance No. 410. As such, the Park has been subject to rent control since 1991, and the Park was subject to the Ordinance at the time Californian purchased the Park in 2023. Based on the information by the Park Owner, the Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition were

filed by the Petitioner approximately one year and seven months after it purchased the Park from the prior park owner, Californian Mobile Estates LLC.

There are a total of 130 spaces in the Park. At the time the Petitions were filed, the Petitioner used 130 spaces to determine the requested Capital Improvement Rent Increase and Temporary Rent Increase. According to the Petitions, there are 130 month-to-month spaces, including one vacant space, as well as seven spaces that contain Park-owned mobile homes; the Petitioner rents out those seven spaces and the Park-owned mobile homes. The Petitioner contends that the seven spaces occupied by Park-owned mobile homes are exempt from the Ordinance. As such, the Petition also requested that the Capital Improvement Rent Increase and Temporary Rent Increase be imposed only on 123 of the 130 month-to-month spaces, because the Petitioner does not wish to apply those rent increases to spaces currently established as Park-owned spaces. The calculations submitted by the Petitioner indicate that the total cost of each claimed improvement was divided by 130 spaces to arrive at the per space Capital Improvement Rent Increase.

RENT INCREASES UNDER THE ORDINANCE

The Ordinance regulates rents on mobilehome spaces in mobilehome parks in the City. The Ordinance provides that the maximum rent at any given time for a space shall be the rent approved by the City under Chapter 9.05. The Ordinance provides that a mobile home park owner shall not demand, accept, receive or retain from any resident or prospective resident more than the maximum rent permitted by chapter 9.05, and the Ordinance prohibits a mobile home park owner from increasing the rent on any space except in compliance with the provisions of Chapter 9.05. (CMC § 9.05.130.) The term "rent" is defined as the consideration paid for use or occupancy of a mobile home space and the provision of related housing services. (CMC § 9.05.030.)

The Ordinance applies to all mobilehome parks in the City except spaces within parks that are subject to long-term rental agreements meeting the criteria of former Civil Code Section 798.17,[2] and newly constructed spaces held out for rent after January 1, 1990. (CMC § 9.05.020; Rules, Rule 2.12 (definition of "exempt space").)

The Ordinance authorizes several types of rent increases. Pursuant to the Permissive Annual Rent Increase process, park owners may increase space rents annually up to 80% of the increase in the Consumer Price Index ("CPI") over the prior 12 months, without prior City approval. (CMC § 9.05.070; Admin. Rules, Chapter 6.) If a park owner expends money in certain types of projects in the park which qualify as a "capital improvement", as defined, the park may file a petition for a Capital Improvement Rent Increase. which requires Hearing

[2] Civil Code Section 798.17 previously provided for an exemption from local rent regulation for spaces subject to rental agreements of more than 12 months if the rental agreement met certain statutory conditions. In 2020, Civil Code Section 798.17 was amended by Assembly Bill 2782 ("AB 2782") to prohibit application of the exemption in mobilehome parks for rental agreements entered into on or after February 13, 2020. (See Civil Code § 798.17(j), as amended by Stats. 2020 (AB 2782), c. 35, § 2.) Pursuant to AB 2782, Civil Code Section 798.17 was also repealed effective January 1, 2025. (See former Civil Code § 798.17(k), as adopted by AB 2782 (Stats. 2020, c. 35, § 2.)

Officer approval. (CMC § 9.05.090; Administrative Rules, Chapter 10.) A park owner may also file a petition for a Special Rent Increase to provide a reasonable return, which also requires Hearing Officer approval. (CMC §§ 9.05.100 and 9.05.110; Admin. Rules, Chapters 7 and 8.)[3] In this proceeding, the Petitioner seeks approval of Capital Improvement Rent Increases pursuant to Section 9.05.090 of the Ordinance. The Petitioner has not filed a petition for a Special Rent Adjustment under Sections 9.05.100 and 9.05.110 of the Ordinance.

Capital Improvement Process Pursuant to CMC Chapter 9.05 Section 9.05.090:

This hearing involves a request by the Petitioner for four Capital Improvement Rent Increases as a result of several projects, pursuant to Section 9.50.090 of the Ordinance. A "capital improvement" is defined by the Ordinance as follows:

> "Capital improvement" means the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs and have a useful life of at least five years. Capital improvements include, but are not limited to, improvements which would qualify as capital improvements, rather than ordinary repairs and maintenance, pursuant to applicable regulations of the Internal Revenue Service or California State Franchise Tax Board."

(CMC § 9.05.030.) In order to obtain approval of a Capital Improvement Rent Increase, a park owner must submit a petition in accordance with the City-approved form, and provide the factual evidence supporting its request, including all supporting documentation that justifies the Capital Improvement Rent Increase, as required by the Ordinance and Rules. The park owner bears the burden of proof of establishing that the park owner is entitled to a Capital Improvement Rent Increase. The Capital Improvement Increase must also be approved by the Hearing Officer following a public hearing at which all interested persons may appear and testify in support of or in opposition to the requested Capital Improvement Rent Increase.

In order for the Hearing Officer to grant a Capital Improvement Rent Increase Petition, the Hearing Officer must make certain findings. CMC Section 9.05.090 provides:

> "(A) Subject to subsections (B) and (C) of Section 9.05.090, the capital improvement increase petition shall be approved ***if all of the following findings can be made***:
>
> 1. The work satisfies the definition of capital improvement set forth in CMC 9.05.030, and in any rules and regulations;
>
> 2. Fifty-one percent of the occupied spaces in the park, with one vote per space, have consented to the capital improvement;

[3] A petition for a reasonable return may be based on a net operating income rent increase, a rent increase based on a readjusted base year net operating income, and/or a fair return rent increase. In this hearing, the Park Owner does not seek a rent increase under Sections 9.05.100 and 9.05.110 of the Ordinance.

3. No prior rent increases have been charged based upon or including the cost of the capital improvement;

4. As required by CMC Section 9.05.060(G), the park owner is currently registered and current on payment of the required monthly registration fee(s); and

5. All documentation and other information required by this chapter pertinent to the requested rent increase have been provided by the park owner.

(Emphasis added.) However, a petition which meets all requirements of subsection (A) as written above but has not been consented to by 51 percent of the occupied spaces may be granted when capital improvement is necessary to protect the health and safety of the park, its residents, or neighbors as determined in accordance with the rules and regulations. (CMC § 9.05.090(C).) A Capital Improvement Rent Increase shall not be granted if the proposed capital improvement rent increase is for any portion or all of a utility distribution system where the utility rates are set by the Public Utilities Commission and the approved rates took into consideration costs of repair, replacement, maintenance, operation and/or capital improvements to the system. (CMC § 9.05.090(B).)

Any rent increase granted under Section 9.05.090 shall be amortized over the useful life of the improvement and apportioned equally among all rental spaces in the park by dividing the verified cost of the improvement by its useful life (in years), dividing that result by 12 and further dividing by the number of spaces in the park. Any increase granted under this section shall remain in effect only during the useful life of the improvement. Any such increase shall be included as a separate charge either on the residents' monthly rent statement or on a separate statement and shall not be included in the space rent for purposes of determining any other future rent increases under Chapter 9.05. (CMC § 9.05.090(D).) An amortization schedule for capital improvements is contained as Appendix A to the Administrative Rules.

For purposes of determining the cost of capital improvement, an interest cost of the lesser of either the current prime rate plus one percent, or the interest rate actually incurred by the mobile home park owner in financing the improvement, may be added. (CMC § 9.05.090(E).)

Management may petition the Hearing Officer for an increase under CMC Section 9.05.090 by submittal of a verified petition under penalty of perjury to the city manager, in accordance with the City's approved petition form. As set forth in CMC Section 9.05.090(F), the petition shall state the names, addresses and telephone numbers of all affected residents; the current rent of the affected spaces; the proposed rent increase; the documentation establishing that the resident meeting and capital improvement ballot election were held; the documentation establishing that the capital improvement was made, and the basis for the requested rent increase; and such other information relevant to the petition as determined by the City, in accordance with the Administrative Rules. All necessary documents and records to support the petitioner's calculations shall be attached to and shall become part of the petition. Seven copies of the petition and supporting documentation and records, along with proof of service of the notice required by CMC Section 9.05.110(0), and an electronic copy of the petition and

supporting documentation, and two sets of stamped envelopes addressed to each resident shall be filed with the City Manager. In accordance with the Ordinance, the City has adopted a petition form for use by park owners who seek a Capital Improvement Rent Increase.

Upon receipt of a petition, the City Manager shall determine whether the petition is complete, in accordance with the following provisions set forth in CMC Section 9.05.090 and Administrative Rules, Rule 10.7 (Petition Requirements):

1. No petition shall be deemed complete until all documents supporting the petitioner's calculations and requested rent increase, required copies of the petition, and all proof of service and posting requirements have been filed with the city manager, and the filing fee paid to the city. The city manager shall have 30 days in which to determine the completeness of the petition and shall notify the petitioner in writing within that period of any deficiency in the petition and the additional information, documentation or fee necessary for the city manager to deem the petition complete. Procedures for determination whether a petition is complete shall be set forth in the rules and regulations.

2. The documents and records submitted in support of the petition must be legible, reproducible, organized and presented in a manner appropriate and acceptable by reasonable accounting standards. Required documentation to deem the petition complete shall include all documents demonstrating that the resident meeting and resident vote took place, including but not limited to, the notice of resident meeting, proof of service of the notice of resident meeting on all residents, the ballot submitted to the residents, and the election results. Required documentation shall also include all documents supporting the capital improvement, including but not limited to, all invoices, billings, checks, code violation notices or citations, government approvals, documents demonstrating the health and safety reasons for the work if management contends the improvement was necessary for health and safety reasons, and all other records demonstrating the need for the work, the specific work performed, and the cost for such work. Management must, upon request of the city manager, or the hearing officer, show to city staff and/or the board or the board's representative the original document from which any photocopy was made and all documents, papers, or written memoranda which support or are evidence of claimed expenses of any nature.

3. Failure to comply with the provisions of this subsection shall be good and sufficient cause to deny the petition if the city finds that the park's failure to submit a complete petition demonstrates that the park owner failed to meet its burden of proof that a capital improvement rent increase is warranted under this section.

Concurrently with filing the petition, management shall place two complete copies of the petition in the park office and two complete copies of the petition in the park clubhouse, for inspection and copying by the park residents and their representatives. Management shall maintain these copies of the petition, and any modifications or supplemental information or

documentation submitted to the City, in those locations until issuance of a final decision by the City on the petition.

Management shall serve written notice of the filing of the petition on each resident of a space affected by the petition, in accordance with the requirements of CMC Sections 9.05.11O(F) and (I). In addition to all other requirements for submittal of the petition, no petition shall be considered as filed until proof of service of such notice and petition is filed with the City Manager as required by Section 9.05.11O(F).

Written notice of the petition shall be mailed by the City to the affected residents on the date on which the petition is determined to be complete and shall advise them of their right to submit a written response or protest to the petition, along with all supporting documentation, within 30 days of the date of mailing of the notice.

The Hearing Officer shall commence a public hearing on the petition within 45 days after mailing of the notice to the affected park residents that the petition has been deemed complete, and shall render its decision in writing, including findings of fact, within 75 days after the petition is determined to be complete; provided, that the Hearing Officer may extend the time limits for reasonable cause, and failure of the Hearing Officer to act within the time limits specified herein shall not result in the automatic approval of any petition. The public hearing shall be conducted in the same manner as in accordance with the requirements of hearings on petitions under CMC 9.05.110. The Hearing Officer may approve the requested increase or a modified increase or may deny the increase.

Management shall also be required to pay a filing fee and deposit for the additional costs of the public hearing in accordance with CMC Section 9.05.090(L):

1. Concurrently with filing the petition for a capital improvement rent increase, management shall pay the initial filing fee established and amended from time to time by resolution of the city council. Notwithstanding subsections (G) of this section or any other provision of this chapter, no petition for a capital improvement rent increase submitted to the city under this section shall be accepted as complete by the city, and no hearing on a petition for capital improvement rent increase shall be set by the city, if management fails to submit the initial filing fee concurrently with the petition, and the failure of management to submit the initial filing fee shall constitute grounds for the city to reject the petition as incomplete and to refuse to further process the petition.

2. Management shall also pay any additional costs of the public hearing not later than 15 days prior to the scheduled public hearing, which such costs shall be based upon an estimate prepared by the city manager and as established and amended by resolution of the city council. Notwithstanding subsection (G) of this section, management's failure to deposit the additional costs shall be good and sufficient reason for the city to cancel the public hearing and to deem the petition withdrawn by the park owner. The term "costs" shall have the meaning set forth in CMC 9.05.110 (H)(2).

3. The initial filing fee and any other costs paid by management may be included in a petition for temporary rent increase pursuant to CMC Section 9.05.140.

Any interested person wishing to respond or object to the petition may do so by filing a written response or protest with the city manager, in accordance with the rules and regulations. The written response or protest shall be filed with the city manager not later than the thirtieth day following the date that notice of the complete petition is mailed to the affected residents. All such responses or protests shall be served on management and proof of such service filed with the city manager, in accordance with forms provided by the city, at the time the written response or protest is filed with the city manager.

At the conclusion of the public hearing, if the Hearing Officer finds that all requirements of this chapter have been met and an increase as requested in the petition or as modified by the Hearing Officer is authorized, the Hearing Officer shall approve the increase. If the Hearing Officer is unable to find that all requirements of this chapter have been met, the Hearing Officer shall deny the increase.

Any decision of the Hearing Officer pursuant to this section may be appealed, and prior to commencing any action in a court of competent jurisdiction shall be appealed, to the City Council in accordance with CMC Section 9.05.120."

Temporary Rent Increase Process for Petition and Hearing Costs Pursuant to CMC Chapter 9.05, Section 9.05.140:

If a park owner obtains approval of a Capital Improvement Rent Increase, the park owner may also request approval of a Temporary Rent Increase to reimburse that park owner for the reasonable preparation and public hearing costs actually incurred by the park owner in preparing and presenting the underlying Capital Improvement Rent Increase Petition. (CMC § 9.05.140; Rule 11.2.)[4]

A request for approval of a Temporary Rent Increase must be filed as part of a park owner's petition for a Capital Improvement Rent Increase, in accordance with the City-approved forms, and will be processed by and heard by the hearing officer pursuant to Section 9.05.140 of the Ordinance. The hearing officer shall consider the park owner's request at the public hearing at which the underlying Petition for Capital Improvement Rent Increase is considered, and the hearing officer's decision on the Temporary Rent Increase shall be included in its written decision on the petition for Capital Improvement Rent Increase. Any appeal of the hearing officer's decision on a Temporary Rent Increase shall be filed in accordance with the same appeal procedures as applicable to an appeal of the underlying Capital Improvement Rent Increase petition, pursuant to CMC Section 9.05.120 in accordance with the City-approved form, and the appeals shall be considered by the city council concurrently.

[4] The request for a temporary rent increase may also be made in conjunction with a Petition for Special Rent Increase. The latter is not applicable in this proceeding, as the Petitioner has not submitted a Petition for Special Rent Increase.

The park owner shall bear the burden of proof and shall provide the evidence to justify a Temporary Rent Increase, and approval of the petition shall be conditioned upon the park owner's successfully obtaining final approval from the City of a Capital Improvement Rent Increase pursuant to CMC Section 9.05.090.

Any Temporary Rent Increase granted by the City shall be amortized over a five-year period with interest at the rate of seven percent per year, compounded monthly, and any increase granted shall remain in effect only during the five-year period, pursuant to CMC Section 9.05.140(C)[5]. Any such increase shall not be included as part of the monthly space rent but shall be itemized as a separate charge either on each resident's monthly rent statement or on a separate statement. Also, these provisions do not preclude a park resident from paying the full amount of the Temporary Rent Increase as one lump sum without any payment of interest, following issuance of the city's final decision.

In order to obtain approval of a Petition for a Temporary Rent Increase, the park owner must be currently registered and current on payment of his/her monthly registration fee(s) due under CMC Section 9.05.060. (CMC § 9.05.140(D).)

The City has adopted a petition form for use by park owners who seek a Temporary Rent Increase pursuant to CMC 9.05.140.

CONDUCT OF THE PUBLIC HEARING

The determination on a Petition for Capital Improvement Rent Increase and a Petition for Temporary Rent Increase is made by a hearing officer appointed by the City Council, following a public hearing. (CMC § 9.05.090(F); see also CMC §§ 9.05.040 and 9.05.050.) The City Council has appointed attorney Elio Palacios, Jr. as the hearing officer.

The agenda lays out the order of proceedings during the public hearing on the Petition for Capital Improvement Rent Increase and Temporary Rent Increase. The agenda was posted at City Hall, and a complete copy of the agenda packet was emailed to the Petitioner representatives, park residents and to Donna Johnson, the park resident representative. A complete copy of the agenda packet has been available for public review at City Hall in the City Clerk's office since the agenda was posted.

At the public hearing, the City will be represented by Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator, and Amy Greyson, Assistant City Attorney. It is anticipated that representatives of the Petitioner will be present, including Peter Wang, on behalf of Californian Mobile Estates Calimesa LP, and Mark Alpert, Esq., of Gregory, Beam & Associates, Inc. A Professional Corporation, as attorney for the Petitioner. It is anticipated that

[5] CMC Section 9.05.140(c) provides for amortization over a five-year period with an interest rate of seven percent per year. The Administrative Rules contains an error in Chapter 11,Section 11.6(G)3 it states, "a five-year amortization period, including interest calculated per annum, compounded monthly, based on the lesser of (i) the current prime rate plus 1% or (ii) the actual interest cost incurred by the park owner". The language in CMC Section 9.05.140(C) prevails over the Administrative Rules.

representatives of the Park Residents will be present, including Donna Johnson and Heather Carruthers. Park residents will also attend and present testimony.

SUMMARY OF PROCESSING OF CAPITAL IMPROVEMENT RENT INCREASE PETITION AND TEMPORARY RENT INCREASE PETITION

On April 8, 2025, Peter Wang, of Whisman Management, LLC, submitted a Capital Improvement Rent Increase Petition on behalf of current park owner, Californian Mobile Estates Calimesa Limited Partnership ("Californian" or "Petitioner") under Section 9.05.090 of the Ordinance. A copy of the April 8, 2025 the Capital Improvement Rent Increase Petition is enclosed with this Staff Report. **(Exhibit 3)**. Mr. Wang's submittal also included a Temporary Rent Increase Petition on behalf of the Petitioner, requesting ***$2.37 per month*** over a five-year period to recover the Petitioner's costs incurred in preparing the Capital Improvement Rent Increase Petition and attending the public hearing. (A complete copy of the Temporary Rent Increase Petition, as submitted on April 8, 2025, is also included in **Exhibit 3**.) The following provides a summary of the processing of the Petition for Capital Improvement Rent Increase and Temporary Rent Increase Petition.

The City Manager's office reviewed the Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition in accordance with the Ordinance **(Exhibit 1)** and the Rules. **(Exhibit 2)** The Ordinance and Rules require submittal of a complete Capital Improvement Rent Increase Petition, including all documents demonstrating that the resident meeting and resident vote took place for each claimed capital improvement, including but not limited to the notice of resident meeting, proof of service of the notice of resident meeting on all residents, the ballot submitted to the residents, and the election results. Required documentation also includes all documents supporting each claimed capital improvement, including but not limited to all invoices, billings, checks, code violation notices or citations, governmental approvals, documents demonstrating the health and safety reasons for the work if management contends the improvement was necessary for health and safety reasons, and all other records demonstrating the need for the work, the specific work performed, and the cost for such work. As explained earlier, Park management must, upon request of the City Manager or hearing officer , show to City staff and/or the Hearing Officer the original document from which any photocopy was made and all documents, papers, or written memoranda which support or are evidence of claimed expenses of any nature. City staff also reviewed all information and documentation submitted in support of the proposed Temporary Rent Increase.

As a result of the City's review of the petitions, the City notified the Petitioner by letter on May 8, 2025 that the Petitions were incomplete due to the lack of supporting complete information or documentation that supports the proposed four(4) capital improvement rent increases or temporary increases in accordance with the requirements of the Ordinance and Rules.**(Exhibit 4)**

On June 30, 2025, the Petitioner submitted additional documents, totaling 90 pages. **(Exhibit 5)**

The City Manager's office reviewed the new submittal and determined that the Petition was still incomplete. On July 30, 2025 the City notified the Petitioner of the need to submit additional information and documentation. **(Exhibit 6)** On August 11, 2025, Mr. Alpert forwarded a letter to the City, responding to the City's request for additional information and documentation.**(Exhibit 7).**

On September 4, 2025, the City notified the Petitioner's attorney Mark Alpert that the Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition were complete. **(Exhibit 8)** The City's letter informed Mr. Alpert that the Hearing Officer scheduled the Public Hearing for November 10, 2025 at 9:00 am and requested confirmation from Mr. Alpert that the Public Hearing date of November 10, 2025 would be an available date. Mr. Alpert subsequently informed City staff that the Petitioner's Owner representatives would be available on November 10, 2025.

Upon the City's determination that the Petitions were complete, on September 4, 2025, the City Manager's office also sent Notices of Determination of Complete Petition to the Park residents. **(Exhibit 9)**

On September 29, ,2025, the City received an email from Donna Johnson, in which she advised the City that she sent a request letter to Peter Wang, seeking financial documentation in conjunction with the Capital Improvement Rent Increase Petition. **(Exhibit 16)** Ms. Johnson also sent the City a copy of the email that she sent to Mr. Wang that same day. **(Exhibit 16)**

On September 30, 2025, Mr. Alpert, as attorney for the Petitioner, emailed the City a copy of an email and letter he sent to Ms. Johnson in response to her request for documents. **(Exhibit 16)** Mr. Alpert did not provide any documents to Ms. Johnson or the City in responses to Ms. Johnson's document request.

On October 1, 2025, the City received an Opposition to the Capital Improvement Rent Increase Petition, filed on behalf of the Park residents. **(Exhibit 12)** The City also received emails in opposition filed by various Park residents. **(Exhibit 13)**

On October 1, 2025, the City forwarded a Notice of Public Hearing to Mr. Alpert, as the Petitioner's representative, to the Park residents, to Donna Johnson, as Park resident representative. and to the Hearing Officer, Elio Palacios, confirming the scheduled November 10, 2025 Public Hearing for all participants. **(Exhibit 10)**.

Following the scheduling of the November 10, 2025 public hearing, an administrative error was found regarding Ordinance No. 410, which amended the Municipal Code pertaining to the implementation of a Hearing Officer process and repealed the Mobile Home Rent Stabilization Board. Due to the administrative error, it was necessary to have a new second reading of Ordinance No. 410, which required the scheduled public hearing to be rescheduled.

On October 21, 2025, resident representative Donna Johnson submitted a second request for documents via email to Mr. Wang, in which she requested full and complete financial disclosure in connection with the upcoming rent stabilization hearing. **(Exhibit 16)**

On October 23, 2025, Mark Alpert, attorney for the Petitioner, provided a letter of response to Donna Johnson's second request for documents. **(Exhibit 16)** Mr. Alpert did not submit any documents to Ms. Johnson or the City in response to her records request.

On October 28, 2025 the City forwarded a Notice of Rescheduled Public Hearing to Mr. Alpert, as the Petitioner's representative, to the Park residents to Donna Johnson as Park resident representative. and to Hearing Officer Palacios, of the rescheduled date of December 9, 2025 Public Hearing. **(Exhibit 11)**.

A request was sent to Mr. Alpert on behalf of the Petitioner on November 6, 2025, requesting that the Petitioner submit a deposit toward the estimated cost of the public hearing, in the amount of $22,854.15, due no later than November 24, 2025, as required by Section 9.05.090(L) of the Ordinance. **(Exhibit 17)** Section 9.05.090(L) provides that management shall pay any additional costs of the public hearing not later than 15 days prior to the scheduled public hearing, which such costs shall be based upon an estimate prepared by the City Manager and as established and amended by resolution of the City Council. A breakdown of the City's estimated costs, as determined by the City Manager's office, is enclosed with this staff report. **(Exhibit 17)**

On November 26, 2025, Mr. Alpert forwarded the City a modified Temporary Rent Increase Petition to the City by email, based on the addition of the City's estimated hearing deposit and Mr. Alpert's additional estimated legal fees. **(Exhibit 18)** Pursuant to the modified Temporary Rent Increase Petition, the Petitioner seeks a Temporary Rent Increase of $7.23 per month per space for five years based on a total petition and hearing costs of $45,795.50, amortized over five years at 8.5% interest.

On November 26, 2025, the City provided Park Resident Representative Johnson with a copy of Mr. Alpert's email and modified temporary Rent Increase Petition by email. **(Exhibit 18)** Ms. Johnson responded to the City by email dated November 26, 2025. **(Exhibit 19)**

RESIDENTS' OPPOSITION TO CAPITAL IMPROVEMENT RENT INCREASE PETITION

As indicated above, a Written Protest of the Capital Improvement Rent Increase Petition and Temporary Rent Increase Petition was filed by Donna Johnson, as representative of the Park residents, on October 1, 2025, in which the residents object to any increases requested by the Petitioner. **(Exhibit 12)** In summary, the Protest states the Petition is not complete, that many documents are missing or are not legible or reproducible, photographs are not dated, and residents do not have access to all amenities. The Protest further states that the residents already pay a yearly rent increase and that is difficult enough for those on fixed incomes. The Protest agrees that the streets were in very bad shape and in need of major repairs but contend that the repairs are the responsibility of Mr. Wang according to Title 25, Section 1116. The Protest further agrees that there was insufficient lighting in the park but contend that Mr. Wang is required by Title 25 Section 1108 to provide sufficient lighting. The Protest contends that the Pool and Spa are already amenities that the residents pay for in their base rent. The Protest contends that the Clubhouse Roof was not maintained as required by Title 25 and that

Mr. Wang was not in compliance with the ADA for the office. The Protest states that the remodel of the office took out the game room, lounge, piano and library areas. The Protest contends that the improvements made are not improvements, they are a failure to maintain his property and the residents refuse to pay for them. The Protest contends that the improvements are legally the Petitioner's responsibility as the park owner, and the residents should not have to pay for them. The Protest further states that the residents did not vote in favor of the improvements.

The Protest also contends that the Clubhouse Roof and Improvements were completed by the prior park owner, and the residents will not pay for those improvements, adding that the Petitioner received the costs of the roof replacement when he purchased the park, which includes improvements and fixtures. The Protest contends that there is no need for immediate monetary compensation to Mr. Wang, adding that future annual rent adjustments are adequate under the rent regulation process. The Protest states that In summation the residents do not agree to the capital improvement pass-through. The Protest contends that Mr. Wang has not submitted an operating budget and that he has lied consistently through his application; that he has not submitted proper documentation; and that none of the pictures are dated and he already received value for the things that were included in the sale price. The Protest further contends that Mr. Wang is not in compliance with the MRL nor Title 25 codes on numerous levels.

ISSUES FOR CONSIDERATION BY HEARING OFFICER

The Hearing Officer may wish to consider the following issues in reaching a decision on the Capital Improvement Rent Increase Petition and the Temporary Rent Increase Petition.

<u>On the Capital Improvement Rent Increase Petition</u>:

The Ordinance requires that in order to approve a Capital Improvement Rent Increase, the Hearing Officer must determine that the Petitioner met its burden of proof, and the Hearing Officer must make all of the findings set forth in CMC Section 9.05.090 for each alleged capital improvement. Therefore, the City recommends that the Hearing Officer consider whether each of the following findings may be made for each claimed capital improvement (street project; solar park lighting project; pool and spa project; and clubhouse and roof project):

<u>Finding #1</u>: Does each project satisfy the definition of capital improvement set forth in CMC 9.05.030, and the Administrative Rules? In considering this finding in connection with the clubhouse and roof project, one issue the Hearing Officer may consider is whether the Petitioner entitled to a Capital Improvement Rent Increase for work performed by the prior park owner, Californian Mobile Estates LLC, before the Petitioner's purchase of the Park? Is the Petitioner entitled to a Capital Improvement Rent Increase under CMC Section 9.05.090 on the grounds that the cost of the clubhouse and roof work were included in the purchase price of the Park, or should that type of claim be raised through a Special Rent Increase Petition, which is not before the Hearing Officer?

Finding #2: Did fifty-one percent (51%) of the occupied spaces in the park, with one vote per space, consent to each claimed capital improvement? In considering this finding, did the Petitioner submit documentation reflecting that it complied with all of the Ordinance provisions relating to the vote, and submitted all documentation sowing that at least 51% of the spaces consented to each claimed capital improvement? Also, with respect to the clubhouse and roof project, the Hearing Officer may consider whether the Petitioner was required to and did submit documentation reflecting that the prior park owner complied with all of the Ordinance provisions relating to the vote, including all documentation showing that at least 51% of the spaces consented to the clubhouse and roof project prior to the prior park owner carrying out the work.

Finding #3: Have any prior rent increases have been charged based upon or include the cost of each claimed capital improvement? In considering this finding, did the Petitioner submit documentation establishing that the Petitioner did not impose any rent increases to recover the costs of each claimed capital improvement? For the clubhouse and roof repair, which were performed by the prior park owner, Californian Mobile Estates, LLC, did the Petitioner also submit any documentation demonstrating whether the prior park owner charged any rent increases for the cost of the clubhouse and roof repairs?

Finding #4: Is the Petitioner currently registered and current on payment of the required monthly registration fee(s), as required by CMC Section 9.05.060(G)?

Finding #5: Has the Petitioner provided all documentation and other information required by Chapter 9.05 and the Administrative Rules pertinent to each requested Capital Improvement Rent Increase? For example, did the Petitioner submit complete competent information and documentation to reflect who carried out each project; that the each project was performed as claimed; that the costs for each project were incurred as claimed; and that only those costs that constitute a capital improvement were included in each calculation of the proposed Capital Improvement Rent Increase?

Finding #6: For any claimed capital improvement that was not consented to by 51 percent of the occupied spaces, was that specific capital improvement necessary to protect the health and safety of the park, its residents, or neighbors as determined in accordance with CMC section 9.05.090(C) and the Administrative Rules? In considering this finding, did the Petitioner submit competent documentation or testimony to support its contention that each alleged capital improvement was necessary for the health and safety of the park, its residents or neighbors? For the clubhouse and roof project, did the Petitioner submit competent evidence

to establish that the prior park owner performed the work due to health and safety concerns?

Finding #7: For any project that the Hearing Officer finds falls within the definition of a capital improvement under the Ordinance, did the Petitioner use the correct interest rate and amortization period under the Ordinance and Administrative Rules in calculating each proposed Capital Improvement Rent Increase?

Finding #8: For each project that the Hearing officer finds falls within the definition of a Capital Improvement, did the Petitioner correctly determine the monthly Capital Improvement Rent Increase by dividing the total cost of the capital improvement as adjusted by the applicable interest rate and the relevant amortization period, and then divided by 12 months, and then divided by all 130 spaces in the Park?

On the Temporary Rent Increase Petition:

If the Hearing Officer decides that the Californian Mobile Home Estates is entitled to a Capital Improvement Rent Increase, the Hearing Officer should also determine whether the Californian Mobile Home Estates is entitled to a Temporary Rent Increase to reimburse the Petitioner for the Petition and hearing costs. The Petitioner is not eligible for a Temporary Rent Increase if the request for a Capital Improvement Special Rent Increase is denied.

The Ordinance requires that in order to approve a Temporary Rent Increase, the Hearing Officer must determine that the Petitioner met its burden of proof that the Petitioner is entitled to a Temporary Rent Increase. (CMC § 9.05.140(B); Rule 11.3.) The Hearing Officer must make all of the findings set forth in CMC Section 9.05.140. Therefore, the City recommends that the Hearing Officer consider whether each of the following findings may be made for the requested Temporary Rent Increase:

Finding #1: Is the Petitioner the prevailing party on the Petition for Capital Improvement Rent Increase?

Finding #2: Do the professional services costs claimed by the Petitioner in its Temporary Rent Increase Petition fall within the definition of recoverable "fees, costs and other expenses" for "professional services" as set forth in CMC Section 9.05.150 and Administrative Rules, Rules 11.4(A) and (D)?

Finding #3: Did the Petitioner actually incur the claimed professional services costs that form the basis of its proposed Temporary Rent Increase?

Finding #4: Did the Petitioner establish the reasonableness of its claimed costs for professional services in support of its proposed Temporary Rent Increase, based on the factors set out in Rule 11.6(D)?

Finding #5: Has the Petitioner provided all documentation and other information required by CMC Section 9.05 and Rule 11.6(E) pertinent to the professional services and related costs allegedly incurred to justify the requested Temporary Rent Increase?

Finding #6: Did the Petitioner establish the amount of the Temporary Rent Increase it is entitled to under the Ordinance and Rules, and if so, what is that amount?

Finding #7: Is the Petitioner currently registered and current on payment of the required monthly registration fee(s), as required by CMC Section 9.05.060(G)?

General provisions regarding Findings:

The Petitioner bears burden of proof to establish that it is entitled to a Capital Improvement Rent Increase and Temporary Rent Increase. Rule 8.6 provides:

> "E. **Quantum of Proof and Evidentiary Standard.** The petitioner shall have the burden of proving entitlement to the rent increase sought. The decision of the Hearing Officer shall be supported by substantial evidence in light of the entire record of the proceedings. Evidence is substantial when it is relevant, credible and reliable and provides enough information, together with the reasonable inferences from that information, to support a conclusion even though other conclusions might also be reached. No decision may be supported solely by heresy evidence."

In addition, with regard to hearsay evidence, Rule 8.6(C)(4) also provides:

> "4. Hearsay and Privileges. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant and credible evidence, as defined in these Administrative Rules, shall be admitted by the Hearing Officer if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence of objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in-and-of-itself to support a finding unless it would be admissible over objections in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. The evidence received shall be relevant to the specific rental increase, which is the subject of the petition, as provided in Subsections 5 through 11, below."

OPTIONS REGARDING CAPITAL IMPROVEMENT RENT INCREASE PETITION

Based upon Staff's review and analysis of the Petition including the supporting documents, and the opposition filed by or on behalf of the Park residents, Staff provides the following options that may be available to the Hearing Officer with respect to the Capital Improvement Rent Increase Petition and the related Temporary Rent Increase Petition:

Option 1: Approve a Capital Improvement Rent Increase in the amount of $49.05 per month, per space for 15 years based on a project cost of $646,453, pursuant to Section 9.05.090 for street work, as requested by the Californian Mobile Home Estates LP in its April 8, 2025 Petition.

Option 2: Deny a Capital Improvement Rent Increase in the amount of $49.05 per month, per space for 15 years based on a project cost of $646,453, pursuant to Section 9.05.090 for street work, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition

Option 3: Approve a Capital Improvement Rent Increase in the amount of $2.44 per month, per space for 15 years based on a project cost of $57,160.59, pursuant to Section 9.05.090 for solar park lighting, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 4: Deny a Capital Improvement Rent Increase in the amount of $2.44 per month, per space for 15 years based on a project cost of $57,160.59, pursuant to Section 9.05.090 for solar park lighting, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 5: Approve a Capital Improvement Rent Increase in the amount of $4.80 per month, per space for 15 years based on a project cost of $112,374.02, pursuant to Section 9.05.090 for pool and spa modifications, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 6: Deny a Capital Improvement Rent Increase in the amount of $4.80 per month, per space for 15 years based on a project cost of $112,374.02, pursuant to Section 9.05.090 for pool and spa modifications, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 7: Approve a Capital Improvement Rent Increase in the amount of $4.38 per month, per space for 20 years based on a partial project cost of $136,736.00, pursuant to Section 9.05.090 for Clubhouse and roof modifications by the prior park owner, California Mobile Estates, LLC prior to the Petitioner's purchase of the Park, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 8: Deny a Capital Improvement Rent Increase in the amount of $4.38 per month, per space for 20 years based on a partial project cost of

$136,736.00, pursuant to Section 9.05.090, for Clubhouse and roof modifications by the prior park owner, California Mobile Estates, LLC prior to the Petitioner's purchase of the Park, as requested by the Californian Mobile Home Estates in its April 8, 2025 Petition.

Option 9: Take such other action as determined to be appropriate by the Hearing Officer.

Conditions for any Capital Improvement Rent Increase granted:

Staff recommends that the following conditions be imposed on any Capital Improvement Rent Increase granted by the Hearing Officer in his written decision:

1. Each Capital Improvement Rent Increase shall not be included in the space rent and must be separately itemized on the monthly rent statement.

2. Each Capital Improvement Rent Increase shall not be included in determining any future rent increase, including any Annual Permissive Rent Increase, any other Capital Improvement Rent Increase, or any Special Rent Increase.

3. The decision granting any Capital Improvement Rent Increase shall not be effective until the occurrence of the earlier of the following: (a) a final decision of the Hearing Officer on the Capital Improvement Rent Increase Petition when no timely appeal to the City Council of the Hearing Officer's decision on the Capital Improvement Rent Increase Petition is filed; or (b) a final decision issued by the City Council on a timely appeal of the Hearing Officer's decision on the Capital Improvement Rent Increase Petition.

4. Each Capital Improvement Rent Increase shall cease once the designated amortization period ends, with the expiration date set forth in the decision.

5. Nothing in the decision shall authorize any increase or change in any rent or other charge imposed on the Park's Residents not in compliance with the Ordinance and/or State law, including but not limited to, any 90-day notice of rent increase required by State law.

6. The Hearing Officer's decision shall be final upon the date of mailing of the resolution by the City Clerk by first-class mail, postage prepaid, to the Petition and to each Park resident, along with an affidavit of mailing.

7. Either party may, and prior to commencing any action in a court of competent jurisdiction shall, appeal any final decision or order of the Hearing Officer to the City Council by filing written notice of the appeal with the City Manager not later than 15 days after the date of deposit in the mail of the decision of the Hearing Officer to the petitioner and affected residents. Appeals shall be filed, processed and heard in accordance with CMC Section 9.05.110 and the Administrative Rules.

OPTIONS AVAILABLE BASED ON TEMPORARY RENT INCREASE PETITION FOR COSTS

As outlined above, only a park owner who prevails on a Capital Improvement Rent Increase Petition is entitled to receive a Temporary Rent Increase to reimburse the park owner for the reasonable preparation and public hearing costs associated with the Petition. (CMC § 9.05.140; Rule 11.2.) Consequently, if the Hearing Officer decides that the Petitioner is entitled to a Capital Improvement Rent Increase, the Hearing Officer should also determine whether the Petitioner is also entitled to a Temporary Rent Increase to reimburse the Petitioner for the Petition and hearing costs.

Findings:

Based upon Staff's review and analysis of the Temporary Rent Increase Petition including the supporting documents, and the opposition filed by or on behalf of the Park residents, Staff provides the following options that may be available to the Hearing Officer with respect to the Temporary Rent Increase Petition:

(If the Hearing Officer does not approve a Capital Improvement Rent Increase):

Option 1: Deny a Temporary Rent Increase in any amount of on the basis that the Petitioner is not eligible for a Temporary Rent Increase under CMC Section 9.05.140 and Rule 11.2 because the Petitioner is not a "Prevailing Park Owner" within the meaning of Section 9.05.140 of the Ordinance and Rule 11.4(C).

(If the Hearing Officer grants any Capital Improvement Rent Increase:

Option 2: Approve a Temporary Rent Increase in the amount of $2.28 per month, per space for five years based on fees, costs and other expenses totaling $14,991, as amortized over five years at 7% interest, pursuant to Section 9.05.140. Submitted in the April 8, 2025 Temporary Rent Increase Petition, and corrected to use 7% interest rate.

Option 3: Approve a Temporary Rent Increase in the amount of $6.97 per month, per space for five years based on fees, costs and other expenses totaling $45,795.50, as amortized over five years at 7% interest, pursuant to Section 9.05.140. Submitted as modified in the November 26, 2025 Temporary Rent Increase Petition and corrected to use the 7% interest rate.

Option 4: Take such other action as determined to be appropriate by the Hearing Officer.

Conditions for any Temporary Rent Increase granted:
Staff recommends that the following conditions be imposed on any Temporary Rent Increase granted by the Hearing Officer in his written decision:

1. The Temporary Rent Increase shall not be included in the space rent and must be separately itemized on the monthly rent statement.

2. The Temporary Rent Increase shall not be included in determining any future rent increase, including any Annual Permissive Rent Increase, Capital Improvement Rent Increase, or Special Rent Increase.

3. The decision granting any Temporary Rent Increase shall not be effective until the occurrence of the earlier of the following: (a) a final decision of the Hearing Officer on the Capital Improvement Rent Increase Petition when no timely appeal to the City Council of the Hearing Officer's decision on the Capital Improvement Rent Increase Petition is filed; or (b) a final decision issued by the City Council on a timely appeal of the Hearing Officer's decision on the Capital Improvement Rent Increase Petition.

4. The Temporary Rent Increase shall not be implemented except in compliance with the notice provisions required by Civil Code Section

5. The Temporary Rent Increase shall cease once the five-year amortization period ends, with the expiration date set forth in the decision.

6. The residents of each space have the option of paying the full Temporary Rent Increase for their space in one lump sum and thereby avoid having to pay any interest. The lump sum payment shall be made no later than thirty (30) days following the final decision of the City. The amount of the lump sum payment, and the deadline for payment, shall be set forth in the decision. Upon payment by a resident of the full lump sum, the resident shall be deemed to have fully paid the Temporary Rent Increase, and the Temporary Rent Increase shall not thereafter appear on the resident's monthly rent statement.

7. Nothing in the decision shall authorize any increase or change in any rent or other charge imposed on the Park's Residents not in compliance with the Ordinance and/or State law, including but not limited to, any 90-day notice of rent increase required by State law.

8. The Hearing Officer's decision shall be final upon the date of mailing of the resolution by the City Clerk by first-class mail, postage prepaid, to the Petition and to each Park resident, along with an affidavit of mailing.

9. Either party may, and prior to commencing any action in a court of competent jurisdiction shall, appeal any final decision or order of the Hearing Officer to the City Council by filing written notice of the appeal with the City Manager not later than 15

days after the date of deposit in the mail of the decision of the Hearing Officer to the petitioner and affected residents. Appeals shall be filed, processed and heard in accordance with CMC Section 9.05.110 and the Administrative Rules.

HEARING OFFICER DECISION

Following the public hearing and completion of the Hearing Officer's deliberation, the Hearing Officer shall issue a written decision or determination concerning the petition, which shall include findings of fact and conclusions based upon those findings of fact. The decision shall include the determination of the maximum allowable rent for each affected mobile home space, if any, and such other terms and conditions deemed necessary by the Hearing Officer to implement its decision. No decision shall be deemed final by the Hearing Officer until issuance and service of its written decision or determination by the City.

Upon issuance of the Hearing Officer's written decision, the Rent Administrator shall serve, by first-class mail, postage prepaid, a copy of the Hearing Officer's decision, along with an affidavit of mailing, on the petitioner, the petitioner's designated representative, the designated park resident representative, and all affected residents, along with an affidavit of mailing. Service shall be completed upon deposit of the written decision in the U.S. Mail.

ANALYSIS OF AND RESPONSE TO PARK OWNER'S CAPITAL IMPROVEMENT RENT INCREASE PETITION AND RESIDENTS' OPPOSITION

A. CLAIMED CAPITAL IMPROVEMENT: STREET PROJECT

1. Allegations of the Petition regarding Street Project

As outlined above, the Californian Mobile Home Estates seeks a Capital Improvement Rent Increase under Section 9.05.090 of the Calimesa Municipal Code for a street project. The Petition does not include any documentation establishing that at least 51% of the occupied spaces consented to the street project work prior to the project being carried out. The Petition states that the street project was necessary for health and safety to prevent injury and damage to property of the Park, its residents and its neighbors.

2. Staff opinions regarding Street Project

Staff listed several options for the Hearing Officer's consideration at the beginning of this Staff Report. The Hearing Officer should consider all of the information and documentation submitted in support of the Petition and requested Capital Improvement Rent Increases, as well as all of the information and documentation submitted in opposition to the Petition and then decide whether the Petitioner has met its burden of proof that it is entitled to a Capital Improvement Rent Increase under Section 9.05.090 of the Ordinance for the street project. The Hearing Officer should determine whether substantial evidence supports findings that the street project was necessary for health and safety reasons and satisfies all other factors to qualify as a capital improvement under the Ordinance.

B. CLAIMED CAPITAL IMPROVEMENT: PARK SOLAR LIGHTING

1. Allegations of the Petition regarding Park Solar Lighting

As outlined above, the Californian Mobile Home Estates seeks a Capital Improvement Rent Increase under Section 9.05.090 of the Calimesa Municipal Code for park solar lighting along the Park's internal streets. The Petition does not include any documentation establishing that at least 51% of the occupied spaces consented to the solar street lighting work prior to the project being carried out. The petition states that adequate street lights are needed for safety, security and to prevent damage.

2. Staff Recommendations regarding Park Solar Street Lighting

Staff listed several options for the Hearing Officer's consideration at the beginning of this Staff Report. The Hearing Officer should consider all of the information and documentation submitted in support of the Petition and requested Capital Improvement Rent Increases, as well as all of the information and documentation submitted in opposition to the Petition and then decide whether the Petitioner has met its burden of proof that it is entitled to a Capital Improvement Rent Increase under Section 9.05.090 of the Ordinance for the solar street lighting. The Hearing Officer should determine whether substantial evidence supports findings that the park solar street lighting project was necessary for health and safety reasons, and that the project satisfies all other factors to qualify as a capital improvement under the Ordinance.

C. CLAIMED CAPITAL IMPROVEMENT: POOL AND SPA PROJECT

1. Allegations of the Petition regarding Pool and Spa

As outlined above, the Californian Mobile Home Estates seeks a Capital Improvement Rent Increase under Section 9.05.090 of the Calimesa Municipal Code for a pool and spa project. The Petition does not include any documentation establishing that at least 51% of the occupied spaces consented to the pool and spa project prior to the work being carried out. The Petition contends the pool and spa project was necessary to meet health and safety standards. The Petitioner contends that the spa was 50 years old, deck was cracked and uneven, and there was a leak, and as such, replacement was necessary.

2. Staff Recommendations regarding Pool and Spa Project

Staff listed several options for the Hearing Officer's consideration at the beginning of this Staff Report. The Hearing Officer should consider all of the information and documentation submitted in support of the Petition and requested Capital Improvement Rent Increases, as well as all of the information and documentation submitted in opposition to the Petition and then decide whether the Petitioner has met its burden of proof that it is entitled to a Capital Improvement Rent Increase under Section 9.05.090 of the Ordinance for the pool and spa project. The Hearing Officer should determine whether substantial evidence supports findings that the pool and spa project was necessary for health and safety reasons and satisfies all other factors to qualify as a capital improvement under the Ordinance.

D. CLAIMED CAPITAL IMPROVEMENT: CLUBHOUSE AND ROOF PROJECT

1. Allegations of the Petition regarding Clubhouse and Roof Project.

As outlined above, the Californian Mobile Home Estates seeks a Capital Improvement Rent Increase under Section 9.05.090 of the Calimesa Municipal Code for remodeling the Clubhouse and modifying the Roof. The Petitioner did not carry out this work. The Petition states this work was completed by the prior owner immediately before the Park was sold to the Petitioner. The Petitioner contends that the clubhouse and roof project were effectively paid for by the Petitioner because the Park's purchase price reflected the fact that the clubhouse and roof project had been completed.

The Petition does not include any documentation establishing that at least 51% of the occupied spaces consented to the clubhouse and roof project prior to the work being carried out by the prior park owner. The Petition contends the pool and spa project was necessary to meet health and safety standards. No documentation or information was provided indicating that the prior park owner carried out the work based on health and safety concerns.

The total costs allegedly incurred by the prior park owner was $234,277.10. The Petitioner seeks recovery of only $136,736 of that total $234,277,10. City staff requested an explanation of how the Petitioner determined to seek to recover only $136,736 in the costs, but the information and documentation provided by the Petitioner did not include any such explanation.

2. Staff Recommendations regarding Clubhouse and Roof Project.

Staff listed several options for the Hearing Officer's consideration at the beginning of this Staff Report. The Hearing Officer should consider all of the information and documentation submitted in support of the Petition and requested Capital Improvement Rent Increases, as well as all of the information and documentation submitted in opposition to the Petition and then decide whether the Petitioner has met its burden of proof that it is entitled to a Capital Improvement Rent Increase under Section 9.05.090 of the Ordinance for the Clubhouse and Roof project performed by the prior park owner. The Hearing Officer should determine whether substantial evidence supports findings that the Clubhouse and roof project was necessary for health and safety reasons and satisfies all other factors to qualify as a capital improvement under the Ordinance.

In explaining its justification for including the clubhouse and roof project in its Petition, the Petitioner contends that it is entitled to approval of a Capital Improvement Rent Increase based on the costs of the Clubhouse and roof project even though the project was performed by the prior park owner and it was the prior park owner who expended the funds to carry out the capital improvement. The Petitioner contends it "paid" for those improvements through the Park's purchase price, and that the Petitioner is entitled to a fair return on its investment in those capital improvements. However, the issue of whether a proposed capital improvement is necessary to provide a fair return is not relevant in a Capital Improvement Rent Adjustment

Petition under the Ordinance, which simply allows a park owner to recover the costs incurred by the current park owner in carrying out a capital improvement, as allocated over the useful life of that capital improvement including any financing costs and interest over the repayment period and spread among all spaces in the Park. Consideration of whether a park owner is earning a fair return in its park may be sought under the Special Rent Adjustment provisions contained in Sections 9.05.100 and 9.05.110 of the Ordinance, but the Petitioner has stated it is not seeking a Special Rent Adjustment under the Ordinance.

Staff notes that the Special Rent Adjustment provisions allow a park owner to demonstrate that it is entitled to a rent increase based on maintenance of net operating income ("NOI"), a readjusted base year NOI, and/or a fair return on the Park as a whole. Under the Special Rent Adjustment provisions, a park owner may submit evidence on a myriad of factors to demonstrate that they are not earning a fair return on the entire park operation, which may include capital improvements or other capital expenses carried out in a mobilehome park. Further, under case law, a "fair return" is not limited to an isolated capital improvement or a single element of a mobilehome park. "The fair return standard is concerned with the financial integrity of the business ***as a whole***, not the ability to obtain a return on a discrete portion of the business, ***such as a particular capital improvemen***t." (*Morgan v. City of Chino (*2004) 115 Cal. App. 4th 1192 (emphasis added.) The California Supreme Court has emphasized that determining fair return requires an examination of the enterprise as a whole, not merely one part such as one capital improvement:

> "[S]o long as rates as a whole afford [the regulated firm] just compensation for [its] over-all services to the public, they are not confiscatory. [Citation.] That a particular rate may not cover the cost of a particular good or service does not work confiscation in and of itself. [Citation.] In other words, confiscation is judged with an eye toward the regulated firm as an enterprise." (Citation omitted.) Thus, due process only requires a fair return on the mobilehome park as a whole, not a fair return on each discrete aspect of the park, such as the Petromat investment."

(*20th Century Ins. Co. v. Garamendi* (1994) 8 Cal. 4th 216, 293.)

Whether or not expressly stated in the Ordinance, the purpose of the capital improvement provisions of the Ordinance are to allow a ***current*** park owner, such as the Petitioner, to apply for a rent increase based on costs incurred by that park owner for capital improvements made by that park owner, not by a prior owner, and the Ordinance provisions are consistent with this conclusion. The City notes that all of the required findings support the determination that the capital improvement must have been made by the current Park Owner -- the Petitioner -- to be eligible for a Capital Improvement Rent Increase. For example, the Ordinance requires that the petitioning park owner (i.e., the current owner) is registered and up to date on its registration fees. The Ordinance requires that the capital improvement be consented to by at least 51% of the occupied spaces and requires proof that the resident election was held before the capital improvements were carried out. This means that any time a park owner petitions for a capital improvement rent increase based on improvements made by the prior park owner, evidence would have to be submitted from the prior park owner, whose records or testimony may not be

available, or such evidence would be hearsay that, by itself, would be insufficient to grant the rent increase. Further, if 51% resident consent cannot be established, the petitioning park owner must introduce evidence that the ***prior park owner*** carried out the improvements for health and safety reasons, and as with election, testimony or other evidence from the prior park owner may not be available, or any testimony as to the prior park owner's reasoning would be hearsay. All of these provisions require direct personal knowledge of the Petitioner as to when, why and how the capital improvement was carried out, whether at least 51% of the residents voted to approve the capital improvement, or whether the current park owner concluded the capital improvement was necessary for health and safety reasons. In light of the purposes of the Capital Improvement Rent Increase provisions, it is reasonable to interpret the Ordinance to require that the Petitioner must have carried out the requested Capital Improvement, rather than based on a contention that the Petitioner may have indirectly paid for that capital improvement through a greater purchase price.

Further, the City is not required to provide for a fair return on a capital improvement under its capital improvement rent increase provisions, particularly when the alleged capital improvement was not carried out by the Petitioner. If the Petitioner were seeking a fair return on its investment, it would have to submit evidence required by Section 9.05.100 and 9.05.110 regarding the Park's income and expenses, and other factors listed in the Ordinance, to justify a Special Rent Increase. The Petitioner has not submitted any evidence of the Park's return on investment, whether related to the Clubhouse and roof project by itself, or for the Park as a whole. Staff notes that Ms. Johnson, the park resident representative, requested several times for financial information and documentation related to the Park, including by email dated September 29, 2025 and by email and letter dated October 21, 2025. **(Exhibit 16)** In declining to provide the requested documentation, Mr. Alpert stated that the Petitioner was not seeking a fair return. (See Alpert Letter to Donna Johnson dated September 30, 2025, and Letter dated October 23, 2025, attached as (**Exhibit 16**).

For all of these reasons, it is staff's position that under the Ordinance, the Petitioner is not eligible to seek a Capital Improvement Rent Increase based on the Clubhouse and roof project because the project was carried out by a prior park owner.

E. TEMPORARY RENT INCREASE TO RECOVER PETITION AND HEARING COSTS

A Temporary Rent Increase, if awarded to a prevailing park owner, is determined based on the reasonable costs of the experts and other costs incurred in processing the Capital Improvement Rent Increase Petition and appearing at the hearing. The Rules provide that "fees, costs and other expenses" include hourly rates, lump sum charges based on specific tasks or projects, and duplication costs, but do not include costs to recover documents from storage, costs to compile documents from computer records or other electronic records, costs incurred to develop software programs, and printing costs from computers or other electronic devices. (Rule 11.4(A).)

If the Hearing Officer grants a Temporary Rent Increase, the written decision should include the total amount of eligible fees, costs and other expenses; the amount of interest determined for the five-year period, and the specific monthly Temporary Rent Increase approved. The

Petitioner contends that the appropriate interest rate to be used in determining the Temporary Rent Increase is eight point five percent (8.5%) per year, compounded monthly. In addition, as listed above, the written decision should include the following provisions: (i) that the Temporary Rent Increase cannot be included as part of the space rent but must be itemized as a separate charge on the monthly rent statement or a separate statement; (ii) that the Temporary Rent Increase must be removed from the bill at the end of the five-year period; and (iii) that the Park residents may pay the full amount of the Temporary Rent Increase in a lump sum so as to avoid having to pay interest. (Ordinance, Section 9.05.140(C).)

As outlined above, the original Temporary Rent Increase Petition requested a Temporary Rent Increase of ***$2.37*** per month for five years, which includes ***8.5% interest***. **(Exhibit 3)** As submitted by the Petitioner, this proposed increase was based on $14,991.00 in costs plus $3,462.80 in interest (calculated at the rate of 8.5%). According to the Temporary Rent Increase Petition, these costs were incurred by the Petitioner's legal counsel, Mr. Alpert.

By letter dated November 26, 2025 from the Petitioner's attorney, the Petitioner modified the original proposal to also include the City's requested public hearing deposit of $22,854.15, plus an additional 15 hours of time incurred by the Petitioner's attorneys of $7,950.50, or an additional amount of $30,804.50. According to the Petitioner, these additional amounts result in revised total petition and hearing costs of $45,795.50; and that sum, amortized over five years at ***8.5% interest***, resulting in a total Temporary Rent Increase of $56,373.89 over five years. The Petitioner thus requests a modified Temporary Rent Increase of ***$7.23*** per month per space, for five years ($56,373.89 / 5 years / 12 months / 130 spaces = $7.23).

A breakdown of the City's estimated deposit cost was prepared by the City Manager's office and is enclosed with this staff report. **(Exhibit 17)**

The following chart includes a comparison of the Petitioner's original Temporary Rent Increase request, and the Petitioner's modified Temporary Rent Increase request which includes the City's deposit for the estimated hearing costs and additional legal fees incurred or estimated to be incurred by Mr. Alpert which results a total of $45,795.50, and the requested Temporary Rent Increase is ***$7.23*** per month for five years. The Petitioner's calculations use an interest rate of 8.5%.

PETITIONER'S ESTIMATED PETITION AND HEARING COSTS	
ORIGINAL PARK OWNER CLAIM (4/8/2025)	**MODIFIED PETITIONER CLAIM (11/26/2025)**
Petitioner Original Estimated Costs = $14,991.00 Interest at 8.5% = $3,462.80 Petitioner Costs + 8.5% Interest = Total Costs $14,991.00+ $3,462.80= $18,453.80 Total costs ÷ 5 years ÷ 12 mos. ÷ 130 spaces = Temporary Rent Increase $18,453.80 ÷ 5 years ÷ 12 mos. ÷ 130 = $***2.37 per space per month***	Original Cost + City deposit estimate + Additional Legal Costs = Revised Total Costs $14,991.00 + $22,854.15 + $7,950.50 = $45,795.50 Interest at 8.5% = $10,578.39 Revised Costs + 8.5% Interest = Revised Total Costs $45,795.50 + 10,578.39 = $56,474.89 Total costs ÷ 5 years ÷ 12 mos. ÷ 130 spaces = Temporary Rent Increase $56,474.89 ÷ 5 years ÷ 12 mos. ÷ 130 = ***$7.23 per space per month***

If paid over 5 years: Start date: effective date of 90-day notice of rent increase following final decision End date: five years from start date **If paid in lump sum (no interest):** Total cost ÷ 130 spaces = Total per space $14,991.00 ÷ 130 = ***$115.31***	**If paid over 5 years:** Start date: effective date of 90-day notice of rent increase following final decision End date: five years from start date **If paid in lump sum (no interest):** Total cost ÷ 130 spaces = Total per space $45,795.50 ÷ 130 = ***$352.28***

Pursuant to CMC Section 9.05.140(C), the following chart also includes a comparison of the original Temporary Rent Increase request and the modified Temporary Rent Increase request at the 7% allowable interest as established and provided for in the Ordinance.

CITY'S CALCULATION OF THE PETITIONER'S ESTIMATED PETITION AND HEARING COSTS PURSUANT TO CMC SECTION 9.05.140(C) (7% INTEREST)	
ORIGINAL TEMPORARY RENT INCREASE (4/8/2025) AS CORRECTED	**MODIFIED TEMPORARY RENT INCREASE (11/26/2025) AS CORRECTED**
Petitioner Original Estimated Costs = $14,991.00 Interest at 7% = $2,819.40 Petitioner Costs + 7% Interest = Total Costs $14,991.00+ $2,819.40 = $17,810.40 Total costs ÷ 5 years ÷ 12 mos. ÷ 130 spaces = Temporary Rent Increase $17,810.40 ÷ 5 years ÷ 12 mos. ÷ 130 = $***2.28 per space per month*** **If paid over 5 years:** Start date: effective date of 90-day notice of rent increase following final decision End date: five years from start date **If paid in lump sum (no interest):** Total cost ÷ 130 spaces = Total per space $14,991.00 ÷ 130 = ***$115.31***	Original Cost + City deposit estimate + Additional Legal Costs = Revised Total Costs $14,991.00 + $22,854.15 + $7,950.50 = $45,795.50 Interest at 7% = $8,613.00 Revised Costs + 7% Interest = Revised Total Costs $45,795.50 + 8,613.00 = $54,408.00 Total costs ÷ 5 years ÷ 12 mos. ÷ 130 spaces = Temporary Rent Increase $54,408.00 ÷ 5 years ÷ 12 mos. ÷ 130 = ***$6.97 per space per month*** **If paid over 5 years:** Start date: effective date of 90-day notice of rent increase following final decision End date: five years from start date **If paid in lump sum (no interest):** Total cost ÷ 130 spaces = Total per space $45,795.50 ÷ 130 = ***$352.28***

Attachments: **City Exhibits 1 through 20**

LIST OF CITY EXHIBITS – STAFF REPORT FOR DECEMBER 9, 2025 PUBLIC HEARING BEFORE THE HEARING OFFICER – ELIO PALACIOS, JR. OF PALACIOS LAW OFFICE

Exhibit 1: City of Calimesa Mobile Home Rent Stabilization Ordinance Chapter 9.05

Exhibit 2: Mobile Home Rent Stabilization Program Administrative Rules

Exhibit 3: Capital Improvement Petition and Temporary Rent Increase Petition submitted by Park Owner

Exhibit 4: 1st Letter from City of Incomplete Petition

Exhibit 5: Second Production of documents submitted by Park Owner

Exhibit 6: 2nd Letter from City of Incomplete Petition

Exhibit 7: Park Owner Representative Mark Alpert's response of Incomplete Petition

Exhibit 8: Notice to Park Owner of Complete Petition dated August 11, 2025

Exhibit 9: Notice to Park Residents of Complete Petition dated August 11, 2025

Exhibit 10: Notice of Public Hearing Dated October 1, 2025

Exhibit 11: Notice of Rescheduled Public Hearing dated November 27, 2025

Exhibit 12: Park Residents submitted Opposition to petition received October 1, 2025

Exhibit 13: Emails received by City from park residents in opposition to petition

Exhibit 14: Proof of Service by mail sending resident opposition documents to Mark Alpert

Exhibit 15: 2023 Resident Ballots received by the City and forwarded to Mr. Wang

Exhibit 16: Correspondence between Mark Alpert, Park Owner Representative and Donna Johnson, Resident Representative regarding public records request made by Donna Johnson

Exhibit 17: Letter to Park Owner of Estimated Public Hearing Deposit w/receipt for payment

Exhibit 18: Modified Temporary Increase request from Mark Alpert, Park Owner Representative

Exhibit 19: Email correspondence between Park Resident Representative and City

Exhibit 20: Email correspondence between Park Owner Representative and City

Chapter 9.05
MOBILE HOME RENT STABILIZATION[1]

Sections:

9.05.010 Purpose.

9.05.020 Applicability.

9.05.030 Definitions.

9.05.040 Mobile home rent stabilization hearing officer.

9.05.050 Powers and duties.

9.05.060 Registration.

9.05.070 Vacancy control.

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9.05.090 Rent increase based on capital improvements.

9.05.100 Rent increase to provide a reasonable return.

9.05.110 Petition for rent increase to provide a reasonable return.

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9.05.130 Maximum rent.

9.05.140 Prevailing park owner petition for recovery of petition costs incurred before the hearing officer in connection with special rent increase petition.

9.05.150 Rules and regulations.

9.05.160 Rental agreements.

9.05.170 Limitation of actions.

9.05.180 Administrative costs.

9.05.190 Remedies.

9.05.010 Purpose.

A. The city council of the city of Calimesa finds and declares that increasing numbers of residents

of the city of Calimesa live in manufactured homes and mobile homes and that most of those living in such manufactured homes and mobile homes reside in mobile home parks. Because of the high cost of moving manufactured homes and mobile homes, most owners of manufactured homes and mobile homes reside within mobile home parks for substantial periods of time. Because of the relatively permanent nature of residence in such parks and the substantial investment which a manufactured home or mobile home represents, residents of mobile home parks are entitled to live in conditions which assure their health, safety, general welfare, and a decent living environment, and which protect the investment of their manufactured homes and mobile homes. (Health and Safety Code Section 18250.)

B. There is presently within the city and surrounding areas a shortage of available spaces for location of mobile homes, resulting in a low vacancy rate. Together with park restrictions on the type of mobile homes which can be accepted, it is virtually impossible for mobile homes to be moved from one park to another.

C. The park owner or management of each mobile home park shall deliver a copy of the city of Calimesa mobile home rent stabilization ordinance to every mobile home owner or tenant now residing within their respective mobile home park or parks. The park management or park owner shall also post a copy of the ordinance in the clubhouse and in the manager's office for review and inspection at all times. A record shall be maintained by management to verify compliance with this section.

D. The city will endeavor to maintain copies of the city of Calimesa mobile home rent control ordinance, administrative rules for implementation of the ordinance, and related forms available on the city's website for use by park owners and residents. [Ord. 316 § 4, 2011; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.01.]

9.05.020 Applicability.

The provisions of this chapter shall apply to all mobile home parks within the city of Calimesa except:

A. Spaces within mobile home parks occupied pursuant to rental agreements meeting the criteria of subdivision (b) of Civil Code Section 798.17; and

B. Newly constructed spaces held out for rent after January 1, 1990. (Civil Code Section 798.45.) [Ord. 316 § 5, 2011; Ord. 96-1 § 3; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.02.]

9.05.030 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Appellant" means any park owner or park resident, or designated representative thereof, who files an appeal of a decision by the hearing officer on a capital improvement rent increase or special rent

increase to the city council.

"Capital improvement" means the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance or repairs, and have a useful life of at least five years. Capital improvements include, but are not limited to, improvements which would qualify as capital improvements, rather than ordinary repairs and maintenance, pursuant to applicable regulations of the Internal Revenue Service or California State Franchise Tax Board.

"City" means the city of Calimesa.

"City manager" means the city manager of the city of Calimesa, or his/her designee.

"Complete" means, for petitions for rent increases and appeals pursuant to this chapter, submittal of all information and documentation necessary to support any requested rent increase and/or appeal, in accordance with the rules and regulations adopted by resolution of the city council.

"Consumer Price Index" or "CPI" means the Consumer Price Index for All Items in Riverside-San Bernardino-Ontario, CA, All Urban Consumers, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, or any successor index.

"Day" means a calendar day, unless otherwise defined in this chapter.

"Hearing officer" means the person established by this chapter to perform such duties as may be delegated by the city council.

"Homeowner" means the owner of a mobile home who has a tenancy in the park.

"Housing services" means services connected with use or occupancy of a rental space in a mobile home park which are provided to residents for the rent charged for a space, including, but not limited to, utilities, ordinary repairs, replacement and maintenance, laundry facilities, recreational facilities, a resident manager, refuse removal, parking, street cleaning and maintenance, and other benefits, privileges, facilities or terms or conditions of the residency.

"Management" means the owner of a mobile home park, or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park. (Civil Code Section 798.2.)

"Mobile home" or "mobilehome" means a structure designed for human habitation and for being moved on a street or highway under permit issued pursuant to Section 35790 of the Vehicle Code. "Mobile home" 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 subsection (A) of this definition, does not include a recreational vehicle, as defined by Section 799.24 of the Civil 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. (Civil Code Section 798.3.)

A. "Mobile home" or "mobilehome," for the purposes of this chapter, other than Section 798.73 of the Civil Code, 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 subsection (A)(1) or (2) of this definition are met:

1. The trailer or other recreational vehicle occupies a mobile home site in a 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 mobile home site in the park prior to January 1, 1991.

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

B. "Mobile home" or "mobilehome," for purposes of this chapter, does not include a trailer or other recreational vehicle located in a recreational vehicle park subject to Chapter 2.6 of the Civil Code (commencing with Section 799.20), except as otherwise provided in subdivision (b) of Section 799.45 of the Civil Code.

"Mobile home park" means an area of land where two or more mobile home sites are rented, or held out for rent, to accommodate mobile homes used for human habitation. (Civil Code Section 798.4.)

"Mobile home park owner" or "owner" means the owner of a mobilehome park.

"New construction" means any newly constructed spaces initially held out for rent after January 1, 1990. (Civil Code Section 798.7.)

"Occupancy" means the act, state or condition of being a homeowner, tenant, subtenant or other resident of a mobile home, or becoming a homeowner, tenant, subtenant or resident of a mobile home.

"Park" means a mobile home park. (Civil Code Section 798.6.)

"Petitioner" means a park owner who files a petition for a rent increase under this chapter, or any person who files a petition on behalf of a park owner.

"Rent" means the consideration paid for use or occupancy of a mobile home space and the provision of related housing services.

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

Section 798.8.)

"Resident" means a homeowner, tenant or other person who lawfully occupies a mobile home.

"Rules and regulations" or "rules" means the rules and regulations for the implementation of this chapter, as established and amended from time to time by resolution of the city council.

"Tenancy" means the right of a homeowner to the use of a site within a mobile home park on which to locate, maintain, and occupy a mobile home, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park. (Civil Code Section 798.12.)

"Tenant" means a person who rents a mobile home from the mobile home park owner and has a tenancy in the park. [Ord. 410 §§ 1 – 4, 2025; Ord. 316 § 6, 2011; Ord. 96-1 § 4; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.03.]

9.05.040 Mobile home rent stabilization hearing officer.

There shall be a hearing officer or hearing officers who shall be appointed by the city council. Each hearing officer shall serve a term of three years or until their successor is appointed. [Ord. 410 § 5, 2025.]

9.05.050 Powers and duties.

Within the limitations provided by law, the mobile home rent stabilization hearing officer shall have the following powers and duties:

A. To hold meetings from time to time as requested by the mayor, the city council, the city manager, or upon the filing of a petition with the city clerk.

B. To examine any rental agreement submitted to the hearing officer by any party to the rental agreement for the purpose of determining whether the space is subject to rent control under this chapter when reviewing a petition for a rent increase under this chapter.

C. To receive, investigate, conduct hearings on and approve, conditionally approve or disapprove petitions for, or protests against, increases of rents in mobile home parks. All hearings of the hearing officer shall be open to the public.

D. To conduct such studies, surveys, investigations and public hearings and obtain such information as may be necessary to carry out their duties.

E. Subject to the approval of the city council, to adopt, promulgate, amend and rescind such administrative rules and regulations as the hearing officer finds reasonable and necessary for the conduct of their affairs and to implement and administer the provisions of this chapter.

F. Except where such rules are in direct conflict herewith, the hearing officer shall be subject to the

regulations and standards of conduct for city commissioners, committee members, board members and hearing officers as established and amended from time to time by resolution of the city council.

G. To keep records of their proceedings which shall be submitted to the city council and open for inspection by the public.

H. To perform such other duties as may be delegated to the hearing officer by the city council. [Ord. 410 § 6, 2025; Ord. 316 § 8, 2011; Ord. 187 § 3, 2001; Ord. 96-1 § 5; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.05.]

9.05.060 Registration.

A. Initial Registration. Every mobile home park subject to this chapter shall file an initial registration statement, under penalty of perjury, on a form approved by the city which sets forth the rent charged for each regulated space in the park; the utilities, housing services and amenities included in that rent for the regulated spaces; utilities, housing services and amenities charged separately from the rent for the regulated spaces; a list of the spaces which are exempt from rent control based on leases or other long-term rental agreements pursuant to Civil Code Section 798.17 (including the rent and any provisions for periodic increases in rent specified in any such long-term rental agreement); copies of the rent rolls reflecting all such spaces and rents for the current year and for the base year; and the registration fees for the park, within 30 days after the effective date of the ordinance codified in this chapter.

B. Annual Registration. Not later than January 31st of each year, every mobile home park subject to this chapter shall pay the annual registration fees, and shall file an annual registration statement setting forth the current owner, manager, space rents, the utilities, housing services and amenities included in the space rents and separately charged from the space rents, vacant spaces, exempt spaces, long-term lease commencement dates and termination dates, along with the current rent rolls for all spaces in the park, under penalty of perjury, on a form provided by the city, in accordance with the rules and regulations.

C. Updated Annual Registration. Every park owner shall file an updated registration statement by June 30th of each calendar year, in which the park owner shall provide complete information about any change in status of a space, or any change in park ownership or management, in accordance with the rules and regulations.

D. In the event that a mobile home park owner believes that his/her park contains any space which is exempt from rent control pursuant to the Mobilehome Residency Law (Civil Code Section 798 et seq.), the park owner shall submit documentation setting forth the lease terms, rents, provision for rental increases, execution dates and expiration dates, and any other information necessary to demonstrate compliance with Civil Code Section 798.17. The city manager may, in his or her discretion, require that a mobile home park owner provide copies of any and all leases and other documents to the city in order to verify any information submitted by the mobile home park owner.

E. A registration statement shall be accepted for filing by the city only if it contains all information required by this chapter and the rules and regulations and any registration fee adopted by the city.

F. The city council may adopt, and periodically adjust, an annual registration fee based on the number of regulated spaces in the regulated mobile home park to be used for the costs of administering this chapter. Registration fees shall be paid by each park owner to the city for each space which is not exempt from the provisions of this chapter pursuant to Civil Code Section 798.17 or 798.45, on a monthly basis. The fee may be apportioned equally among the nonexempt spaces in the mobile home park and one-half thereof charged by the park owner to the residents of those spaces according to the apportionment in 12 equal monthly installments which may be included with the monthly statement of rent due, but must be separately itemized. The registration fee shall not be included in the rent base when calculating rent increases pursuant to this chapter. Any registration fees shall be established and periodically adjusted by resolution of the city council.

G. A mobile home park owner who fails to comply with any provision of this section shall not be entitled to charge, collect, retain or apply for any rent increases permitted by this chapter. [Ord. 316 § 9, 2011; Ord. 96-1 § 6; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.06.]

9.05.070 Vacancy control.

A. The terms of this subsection (A) shall apply exclusively to mobile home parks which were developed in phases prior to April 17, 2000, and in which more than one-third of the constructed spaces, as of April 17, 2000, are exempt from the provisions of this chapter pursuant to CMC 9.05.020(B) and Civil Code Section 798.45.

1. In any mobile home park containing spaces exempt from this chapter pursuant to the provisions of CMC 9.05.020(B) and Civil Code Section 798.45, as well as spaces subject to this chapter, and subject to the exceptions in subsection (A)(2) of this section, the mobile home park owner may, upon a change in ownership of a mobile home occupying a space subject to rent control, increase the rental rate of that space to the new owner to an initial amount that is no greater than the average of the three most recent rental agreements entered into for comparable spaces (e.g., for "view" spaces, "interior" spaces, and "corner" spaces) which are exempt from the provisions of this chapter pursuant to the provisions of CMC 9.05.020(B) and Civil Code Section 798.45.

2. A change of ownership between husband and wife or parent and child, or a change of ownership made for estate planning purposes, shall not be subject to the rent increase permitted in this subsection.

B. For all regulated mobilehome parks other than those parks subject to subsection (A) of this section, the following provision shall continue to apply:

1. No mobilehome park owner shall, upon a change of ownership or occupancy of a

mobilehome occupying a space in his or her mobilehome, increase the space rent for such space other than as provided in this chapter. Notwithstanding this provision, nothing in this chapter shall prevent a mobilehome park owner from determining the rent for space not occupied by a mobilehome in his or her mobilehome park or for a mobilehome owned by the mobilehome park owner. [Ord. 316 § 10, 2011; Ord. 2000-5 § 2; Ord. 2000-4 § 1; Ord. 96-1 § 1; Ord. 94-9 § 1; Code 1990 § 1.6.07.]

9.05.080 Permitted annual rent increase.

For spaces subject to the rent control provisions of this chapter, the park owner may increase rents not more than once annually in accordance with the following provisions and the rules and regulations:

A. Subject to the requirements of this section, the park owner may increase the rent for a mobile home space once every 12 months by 80 percent of the increase in the Consumer Price Index ("CPI") during the preceding 12 months. No petition or permission is required for the annual increase under this section.

B. The annual CPI rent increase provided in this section may be imposed by a mobile home park owner following the expiration of the 90-day notice requirement imposed by Civil Code Section 798.30. The mobile home park owner shall serve the written notice on each resident of a space to be affected by the permitted annual rent increase.

C. The permitted annual rent increase based on 80 percent of the increase in CPI shall be calculated in accordance with this subsection and the rules and regulations, and the calculations shall be set forth in the written notice issued to each resident:

1. The current CPI shall be determined. "Current CPI" means the CPI most recently available as of the date of the written notice of permitted annual rent increase.

2. The prior CPI shall be determined. The "prior CPI" means the CPI in effect 12 months prior to the date of the current CPI determined in accordance with subsection (C)(1) of this section.

3. The prior CPI shall be subtracted from the current CPI. The resulting sum shall be known as the "point change" in the CPI. The point change in the CPI shall then be divided by the prior CPI. The resulting figure shall be multiplied by 100, and shall be known as the "percent change" in the CPI.

4. The percent change in the CPI shall be multiplied by 80 percent. The resulting figure shall be known as the "CPI increase."

5. The CPI increase shall then be multiplied by the current space rent of the space subject to the written notice, to arrive at the permitted annual increase for that space.

6. The CPI figures shall be determined by the city.

D. Concurrently with service of notice of rent increase to the affected resident(s), management shall file a rent schedule with the city manager for the affected resident(s), in accordance with this subsection. The park rent schedule shall contain a list of the spaces subject to the proposed annual increase, the space rent in effect for each subject space as of the date of notice of the rent increase, the amount of the annual increase and the method by which it was determined, the proposed new space rent, and such other information as required by the rules and regulations.

E. Any resident or other interested person may challenge the permitted annual increase for which notice has been received, by filing said challenge, including all supporting documentation, with the city manager, not later than 15 days after service of the notice of permitted annual increase by the mobile home park owner.

F. Any challenge to the permitted annual increase by any resident or other interested person shall be resolved by the city manager within 30 days of receipt of the challenge, and a written decision of the city shall be sent to the resident or other interested person who has filed such challenge as well as to the mobile home park owner seeking to impose such permitted annual increase.

G. If the city manager sustains the permitted annual increase for which the park owner has served notice, the rent increase shall be effective pursuant to the terms of the notice. If the city manager sustains the challenge by a resident or other interested person to the permitted annual increase, and approves a permitted annual increase in an amount different from the amount stated in the notice served by the park owner, that approved permitted annual increase may be imposed upon the expiration of the 90-day notice required by Civil Code Section 798.30.

H. The city manager shall sustain the challenge to a permitted annual increase brought under subsection (E) of this section if any of the following findings are made:

1. The park owner has imposed a prior permitted annual increase on the affected space during the 12-month period immediately preceding the proposed effective date of the requested increase;

2. The park owner has imposed a special rent increase under CMC 9.05.100 or 9.05.110 for the subject park, in the 12-month period immediately preceding the proposed effective date of the requested increase;

3. For any space(s) previously exempt from rent control under Civil Code Section 798.17(a) or any other provision of state law, the proposed increase will be imposed less than 12 months following the last rent increase imposed while the space was exempt from rent control under a long-term lease; or

4. The proposed increase will be imposed less than 12 months following the vacancy increase

imposed on the subject space pursuant to CMC 9.05.070(A) following re-occupancy of the space; or

5. The proposed increase will be imposed less than 12 months following the vacancy increase imposed on a space previously not occupied by a mobile home, or on a space previously owned by the park owner, pursuant to CMC 9.05.070(B); or

6. As required by CMC 9.05.060(G), the park owner is not currently registered or current on payment of the required monthly registration fee(s); or

7. The city manager finds that the proposed rent increase exceeds 80 percent of the increase in the CPI since the prior annual increase. In the event that all other requirements of this chapter are met, but the proposed increase exceeds 80 percent of the increase in the CPI as determined under subsection (C) of this section, the city manager shall resolve the challenge by the resident or other interested person by approving a rent increase in an amount which does not exceed 80 percent of the increase in the CPI over such 12-month period.

I. The city manager shall issue a written decision on the challenge, and shall serve a copy of his/her decision on management and the affected park residents. The city manager's decision shall be final and not subject to any further appeal within the city.

J. Within 30 days of mailing of the city manager's decision, management shall submit a modified rent schedule to the city, containing the rents actually charged to the residents based on the city manager's decision, which such modified rent schedule shall comply with the requirements of subsection (D) of this section, and shall also include the new rents in the subsequent annual registration required under CMC 9.05.060.

K. Upon approval of a permitted annual increase for a space, management shall not charge rent for that space in excess of the rent permitted under this section, except based on subsequent rent increases approved in accordance with this chapter and the following requirements:

1. As used herein, "approval of a permitted annual increase" means the date which is the later of (a) the expiration of the 15-day deadline for submittal of a challenge under subsection (E) of this section where no timely challenge is filed, or (b) the effective date of the city manager's final decision on a challenge pursuant to subsection (I) of this section.

2. A park resident shall be subject to only one annual increase in a 12-month period. An annual increase shall operate in a prospective manner only, and the retroactive charging or collection of a permitted annual increase at any time is prohibited. The monthly space rent paid by a park resident following approval of an annual increase shall not exceed the sum of (a) the monthly base rent in effect as of the date of issuance of notice of rent increase by management pursuant to subsection (B) of this section plus (b) the annual increase authorized by this section for one month, unless a subsequent rent increase is authorized by the city

pursuant to this chapter.

L. Special Rent Increases. If management submits a petition for special rent increase under CMC 9.05.100(D) and/or (E) after service of notice of an annual increase pursuant to this section, the provisions of CMC 9.05.100(B)(12)(b) shall apply in determining the space rent for the affected space(s).

M. Filing Fee. A challenge filed against a noticed permitted annual increase shall be accompanied by the filing fee as may be set, and periodically adjusted, by resolution of the city council from time to time. A challenge shall not be accepted for filing unless accompanied by the applicable filing fee. [Ord. 316 § 11, 2011; Ord. 2000-5 § 3; Ord. 2000-4 § 2; Ord. 96-7 §§ 1 – 3; Ord. 96-1 § 8; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.08.]

9.05.090 Rent increase based on capital improvements.

A petition for a rent increase based on the cost of a completed capital improvement may be filed with the city, in accordance with the following provisions and the rules and regulations:

A. Subject to subsections (B) and (C) of this section, the capital improvement increase petition shall be approved if all of the following findings can be made:

1. The work satisfies the definition of capital improvement set forth in CMC 9.05.030, and in any rules and regulations;

2. Fifty-one percent of the occupied spaces in the park, with one vote per space, have consented to the capital improvement;

3. No prior rent increases have been charged based upon or including the cost of the capital improvement;

4. As required by CMC 9.05.060(G), the park owner is currently registered and current on payment of the required monthly registration fee(s); and

5. All documentation and other information required by this chapter pertinent to the requested rent increase have been provided by the park owner.

B. Notwithstanding subsection (A) of this section, a capital improvement rent increase shall not be granted if the proposed capital improvement rent increase is for any portion or all of a utility distribution system where the utility rates are set by the Public Utilities Commission and the approved rates took into consideration costs of repair, replacement, maintenance, operation and/or capital improvements to the system.

C. A petition which meets all requirements of subsection (A) of this section but has not been consented to by 51 percent of the occupied spaces may be granted when the capital improvement is necessary to protect the health and safety of the park, its residents, or neighbors as determined

in accordance with the rules and regulations.

D. Any rent increase granted under this section shall be amortized over the useful life of the improvement and apportioned equally among all rental spaces in the park by dividing the verified cost of the improvement by its useful life (in years), dividing that result by 12 and further dividing by the number of spaces in the park. Any increase granted under this section shall remain in effect only during the useful life of the improvement. Any such increase shall be included as a separate charge either on the residents' monthly rent statement or on a separate statement and shall not be included in the space rent for purposes of determining any other future rent increases under this chapter.

E. For purposes of determining the cost of a capital improvement, an interest cost of the lesser of either the current prime rate plus one percent, or the interest rate actually incurred by the mobile home park owner in financing the improvement, may be added.

F. Management may petition the hearing officer for an increase under this section by submittal of a verified petition under penalty of perjury to the city manager. The petition shall state the names, addresses and telephone numbers of all affected residents; the current rent of the affected spaces; the proposed rent increase; the documentation establishing that the resident meeting and capital improvement ballot election were held; the documentation establishing that the capital improvement was made, and the basis for the requested rent increase; and such other information relevant to the petition as determined by the city, in accordance with the rules and regulations. All necessary documents and records to support the petitioner's calculations shall be attached to and shall become part of the petition. Seven copies of the petition and supporting documentation and records, along with proof of service of the notice required by CMC 9.05.110(D), an electronic copy of the petition and supporting documentation, and two sets of stamped envelopes addressed to each resident, shall be filed with the city manager.

G. Upon receipt of a petition, the city manager shall determine whether the petition is complete, in accordance with the following provisions:

1. No petition shall be deemed complete until all documents supporting the petitioner's calculations and requested rent increase, required copies of the petition, and all proof of service and posting requirements have been filed with the city manager, and the filing fee paid to the city. The city manager shall have 30 days in which to determine the completeness of the petition, and shall notify the petitioner in writing within that period of any deficiency in the petition and the additional information, documentation or fee necessary for the city manager to deem the petition complete. Procedures for determination whether a petition is complete shall be set forth in the rules and regulations.

2. The documents and records submitted in support of the petition must be legible, reproducible, organized and presented in a manner appropriate and acceptable by reasonable

accounting standards. Required documentation to deem the petition complete shall include all documents demonstrating that the resident meeting and resident vote took place, including but not limited to the notice of resident meeting, proof of service of the notice of resident meeting on all residents, the ballot submitted to the residents, and the election results. Required documentation shall also include all documents supporting the capital improvement, including but not limited to all invoices, billings, checks, code violation notices or citations, governmental approvals, documents demonstrating the health and safety reasons for the work if management contends the improvement was necessary for health and safety reasons, and all other records demonstrating the need for the work, the specific work performed, and the cost for such work. Management must, upon request of the city manager, or the hearing officer, show to city staff and/or the hearing officer the original document from which any photocopy was made and all documents, papers, or written memoranda which support or are evidence of claimed expenses of any nature.

3. Failure to comply with the provisions of this subsection shall be good and sufficient cause to deny the petition if the city finds that the park's failure to submit a complete petition demonstrates that the park owner failed to meet its burden of proof that a capital improvement rent increase is warranted under this section.

H. Concurrently with filing the petition, management shall place two complete copies of the petition in the park office and two complete copies of the petition in the park clubhouse, for inspection and copying by the park residents and their representative(s). Management shall maintain these copies of the petition, and any modifications or supplemental information or documentation submitted to the city, in those locations until issuance of a final decision by the city on the petition.

I. Management shall serve written notice of the filing of the petition on each resident of a space affected by the petition, in accordance with the requirements of CMC 9.05.110(F). In addition to all other requirements for submittal of the petition, no petition shall be considered as filed until proof of service of such notice and petition is filed with the city manager as required by CMC 9.05.110(F).

J. Written notice of the petition shall be mailed by the city to the affected residents on the date on which the petition is determined to be complete, and shall advise them of their right to submit a written response or protest to the petition, along with all supporting documentation, within 30 days of the date of mailing of the notice.

K. The hearing officer shall commence a public hearing on the petition within 45 days after mailing of the notice to the affected park residents that the petition has been deemed complete, and shall render its decision in writing, including findings of fact, within 75 days after the petition is determined to be complete; provided, that the hearing officer may extend the time limits under this subsection for reasonable cause, and failure of the hearing officer to act within the time limits specified herein shall not result in the automatic approval of any petition. The public hearing shall be conducted in the same manner as and in accordance with the requirements of hearings on

petitions under CMC 9.05.110. The hearing officer may approve the requested increase or a modified increase, or may deny the increase.

L. Management shall also be required to pay a filing fee and deposit the additional costs of the public hearing in accordance with the terms of this subsection.

1. Concurrently with filing the petition for a capital improvement rent increase, management shall pay the initial filing fee established and amended from time to time by resolution of the city council. Notwithstanding subsection (G) of this section or any other provision of this chapter, no petition for a capital improvement rent increase submitted to the city under this section shall be accepted as complete by the city, and no hearing on a petition for capital improvement rent increase shall be set by the city, if management fails to submit the initial filing fee concurrently with the petition, and the failure of management to submit the initial filing fee shall constitute grounds for the city to reject the petition as incomplete and to refuse to further process the petition.

2. Management shall also pay any additional costs of the public hearing not later than 15 days prior to the scheduled public hearing, which such costs shall be based upon an estimate prepared by the city manager and as established and amended by resolution of the city council. Notwithstanding subsection (G) of this section, management's failure to deposit the additional costs shall be good and sufficient reason for the city to cancel the public hearing and to deem the petition withdrawn by the park owner. The term "costs" shall have the meaning set forth in CMC 9.05.110(H)(2).

3. The initial filing fee and any other costs paid by management may be included in a petition for temporary rent increase pursuant to CMC 9.05.140.

M. Any interested person wishing to respond or object to the petition may do so by filing a written response or protest with the city manager, in accordance with the rules and regulations. The written response or protest shall be filed with the city manager not later than the thirtieth day following the date that notice of the complete petition is mailed to the affected residents. All such responses or protests shall be served on management and proof of such service filed with the city manager in accordance with forms provided by the city, at the time the written response or protest is filed with the city manager.

N. At the conclusion of the public hearing, if the hearing officer finds that all requirements of this chapter have been met and an increase as requested in the petition or as modified by the hearing officer is authorized, the hearing officer shall approve the increase. If the hearing officer is unable to find that all requirements of this chapter have been met, the hearing officer shall deny the increase.

O. Management may but need not submit a petition to the hearing officer for a determination

whether a proposed improvement would qualify for a capital improvement increase under this section upon its completion. The determination by the hearing officer shall be limited to the issue of whether the work proposed constitutes a capital improvement and shall not address the amount of the rent increase which would result from completion of the improvement should management prevail on the petition. If an improvement is determined to qualify as a capital improvement under this section the only issues to be determined when the improvement has been completed and a petition for rent increase received shall be the amount of the increase; provided, that the improvement constructed conforms to the proposed improvement submitted to the hearing officer; and provided, that all required governmental improvements and permits have been obtained. A hearing shall be held on the petition in accordance with CMC 9.05.110.

P. Appeal. Any decision of the hearing officer pursuant to this section may be appealed, and prior to commencing any action in a court of competent jurisdiction shall be appealed, to the city council in accordance with CMC 9.05.120. [Ord. 410 § 7, 2025; Ord. 316 § 12, 2011; Ord. 96-1 § 9; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.09.]

9.05.100 Rent increase to provide a reasonable return.

A. It is the intention of the city council that the permitted annual rent increase shall be sufficient to provide a reasonable return and maintain net operating income to a mobile home park owner. Nevertheless, recognizing the possibility of an extraordinary situation, a mobile home park owner may file a petition with the city manager for a rent increase in addition to that permitted by CMC 9.05.080 and/or 9.05.090 on the ground that it is required to provide a reasonable return to the park in such situations, in accordance with the following criteria. It shall be presumed, in the absence of evidence to the contrary, that the net operating income produced by the mobile home park during the base year provided the mobile home park owner with a reasonable return to the park.

B. For purposes of this chapter, and any rules and regulations, the following definitions and provisions shall apply:

1. "Base year" means as follows:

   a. If a park has never obtained approval of a rent increase pursuant to this section (or any predecessor ordinance), the term "base year" means the fiscal year commencing July 1, 1991, and ending June 30, 1992.

   b. If a park has previously obtained approval of a rent increase pursuant to this section (or any predecessor ordinance), the "base year" for purposes of calculating a subsequent rent increase under this section means the income and expense year which was used by the city as the "current year" in determining the most recently approved rent increase under this section (or any predecessor ordinance).

   c. If a park applied for a rent increase pursuant to this section (or any predecessor

ordinance) which was denied by the city, and the park subsequently applies for another rent increase under this section, the "base year" for purposes of calculating the subsequent rent increase means the fiscal year commencing July 1, 1991, and ending June 30, 1992.

d. For purposes of a petition filed under subsection (E) of this section, "base year" shall have the meaning set forth in subsection (E)(2) of this section.

2. "Base year CPI" means as follows:

a. If the park has never obtained approval of a rent increase pursuant to this section (or any predecessor ordinance), the "base year CPI" means the CPI reported by the Bureau of Labor Statistics, U.S. Department of Labor, for June 30, 1992, as determined by the city manager.

b. If the park has previously obtained approval of a rent increase pursuant to this section (or any predecessor ordinance), the "base year CPI" for purposes of calculating the subsequent rent increase under this section means the CPI used by the city as the "current year CPI" in determining the most recently approved special rent increase under this section (or any predecessor ordinance).

c. The city manager shall be responsible for determining the base year CPI.

3. "Comparable park" means a park in the city and surrounding areas, which has similar quality, number and type of amenities, construction and services, is located in a similar neighborhood and provides similar access and proximity to schools, medical and educational facilities, recreation, entertainment, parks, shopping and other services and amenities and is similarly maintained as the petitioner's park.

4. "Current CPI" means the CPI last reported as of the date the rent increase petition filed under this section is declared complete. The city manager shall be responsible for determining the current CPI.

5. "Current year" means the 12-month period immediately preceding the date of submittal of a complete petition for a rent increase under this section.

6. "Gross income" for the park includes:

a. Gross rents computed as gross rental income at 100 percent paid occupancy; plus

b. Interest earned on rental deposits, unless paid by the mobile home park owner to the residents; plus

c. Revenue from laundry facilities, cleaning fees or services, garage, storage and parking

fees; plus

d. All other income or consideration received or receivable for or in connection with use or occupancy of mobile home spaces and related services in the park (but excluding any income or reserves received from submeter discounts or other income collected for utility services if the charges for such utility services are regulated by the PUC); minus

e. Uncollected rents due to vacancy and bad debts to the extent they are beyond the control of the mobile home park owner. Uncollected rents in excess of three percent of gross rents shall be presumed to be unreasonable unless proven otherwise by a preponderance of the evidence.

7. "Operating expenses" for the park include:

a. Real property taxes and assessments; plus

b. Reasonable management expenses, contracted for or performed by the mobile home park owner, including necessary and reasonable advertising to ensure occupancy only, accounting, insurance and other managerial expenses including allowable legal expenses as specified in subsection (B)(9) of this section. Management expenses which have not increased by more than the CPI since the base year or which are the same percentage of gross income in the base year and current year are presumed to be reasonable. Such presumption may be rebutted by clear and convincing evidence; plus

c. Reasonable normal repair and maintenance expense, such as painting, normal cleaning, fumigation, landscaping and repair of all standard services, including electrical and plumbing (and excluding expenses for the repair of, maintenance to, or the replacement of any component or meter of any submetered utility distribution system if the utility rates were set by the PUC and took into consideration the cost for operation, repair, replacement and/or maintenance of that type of service), carpentry, furnished appliances, drapes, carpets, furniture, pool, laundry and recreational equipment; plus

d. Owner-performed labor if actually performed by the park owner and the hours and nature of services provided are documented in the petition. Owner-performed labor shall be compensated at an amount not to exceed the average hourly rate charged for such work within the same industry in the city of Calimesa or the surrounding area, and only upon a satisfactory showing of the date, time and nature of the work performed. Owner-performed labor which has not increased by more than the CPI since the base year or which is the same percentage of gross income in the base year and current year is presumed to be reasonable. Such presumption may be rebutted by clear and convincing evidence; plus

e. Licenses and registration fees required by law to the extent they are not paid by the

residents (but excluding licenses and fees charged by state, federal or local governmental agencies related to tax purposes or the form of ownership of the park); plus

f. Capital improvements with a total cost of less than $100.00 per year per benefited space, provided they were not the subject of a city-approved capital improvement increase pursuant to CMC 9.05.090; plus

g. Capital improvements and major repairs with a total cost of more than $100.00 per year per benefited space, provided such costs are amortized on a straight line basis over the life of the improvement, provided the costs thereof were not the basis of a separate capital improvement pursuant to CMC 9.05.090. When the useful life of the improvement exceeds four years, an interest cost of the lesser of either the current prime rate plus one percent, or the interest rate incurred by the mobile home park owner in financing the improvement or repair, may be added.

h. Expenses which are substantial, and which do not normally re-occur on an annual basis, shall be amortized over a reasonable period with an interest allowance in accordance with subsection (B)(7)(g) of this section.

8. Operating expenses shall not include:

a. Unnecessary and avoidable expense increases since the base year; and

b. Mortgage principal and interest payments and payments of any underlying ground lease, or any other debt service except as expressly provided in this section; and

c. Any penalties assessed or awarded for violations of this or any other law, including but expressly not limited to the Mobilehome Residency Law (California Civil Code Section 798 et seq.), the Mobile Home Parks Act (Division 13, Part 2.1 of the California Health and Safety Code, commencing with Section 18200), this chapter, or any other city, county, state or federal law; and

d. Legal costs and fees except as provided in subsection (B)(9) of this section; and

e. Depreciation of the property; and

f. Any expenses for which the mobile home park owner has been reimbursed by any security deposit, insurance settlement, judgment for damages, or any other method; and

g. Reserve accounts; and

h. Accounting or other similar expert expenses incurred by the park owner in seeking any rent increase under this chapter, including but expressly not limited to any costs incurred in preparing or submitting any petition for a rent increase to the city manager, the hearing

officer or the city council; and any costs of the public hearing incurred by the park owner in seeking any rental increase under this chapter; and

i. Accounting or other similar expert expenses incurred in judicial or other administrative proceedings involving challenges to this chapter, any decision of the city under this chapter, or the defense of lawsuits or other proceedings brought by residents and/or the city under this chapter; and

j. Any fees, costs, penalties, fines or other expenses of any kind incurred in or as a result of any judicial or administrative proceedings before any federal, state or local agencies relating to or challenging the conditions or maintenance of the park, regardless of whether or not management prevailed in such lawsuit or administrative proceeding; and

k. Any capital improvement for which a capital improvement rent increase has been approved under CMC 9.05.090; and

l. Governmental fees, charges or assessments imposed based on the form of ownership of the park; and

m. Any expenses which resulted due to the owner's failure to undertake prudent and ongoing maintenance activities or activities required by law; or costs which were caused by unnecessary and unreasonably deferred negligent or otherwise improper repair and/or maintenance or other unreasonable acts or omissions of the park owner, including but expressly not limited to any expenses incurred with regard to vacant spaces. In evaluating an MNOI petition, the hearing officer may reduce allowable operating expenses to the extent that the hearing officer finds that any claimed expenses resulted from management's failure to undertake prudent and ongoing maintenance activities or which such costs were caused by unnecessarily and unreasonably deferred negligent or otherwise improper repair and/or maintenance or other acts or omissions of management; and

n. Any expenses for which a park owner has obtained approval of a capital improvement rent increase pursuant to CMC 9.05.090.

9. Allowable legal expenses include reasonable attorneys' fees and costs incurred in successful good faith attempts to recover rents owing and unlawful detainer actions to the extent such fees and costs are not recovered from the defendants; and reasonable attorneys' fees and costs incurred in connection with matters pertaining to the title or normal operation of the mobile home park.

a. Allowable legal expenses in a special rent increase petition shall not include any of the following: attorneys' fees and costs for proceedings under this chapter (including but not limited to attorneys' fees and costs incurred in connection with the preparation or

submittal of petitions for rent increases to the city under this chapter); attorneys' fees and costs incurred as a result of any judicial or administrative proceedings before any federal, state or local agency relating to or challenging the conditions or maintenance of the park regardless of whether or not the park owner prevailed in such proceeding; any attorneys' fees or costs incurred in connection with judicial or other administrative proceedings involving challenges to this chapter, any decision of the city under this chapter, or the defense of lawsuits or other proceedings brought by residents and/or the city under this chapter; any attorneys' fees, costs or any other payments of any kind made to any organization for the purpose of litigating or challenging rent control; any attorneys' fees and costs of any kind incurred in connection with any other legal proceedings related to the park; and any other attorneys' fees and costs that are not related to the normal operations of the park. Legal expenses incurred in connection with preparation of a special rent increase petition and/or the hearing or appeal process related to a special rent increase petition may be included in a request for a temporary rent increase pursuant to CMC 9.05.140.

b. In determining the amount of legal expenses to be included in base year or current year operating expenses, allowable legal expenses shall be amortized over a five-year period, and only the amortized portion shall be included as an operating expense in the relevant year. For purposes of determining the amortized cost of allowable legal expenses, an interest cost of the lesser of either the current prime rate plus one percent, or the interest rate actually incurred by the mobile home park owner in paying for the expenses, may be added.

c. Except as provided in this subsection (B)(9), no other attorneys' fees and costs are allowable as operating expenses.

10. "Net operating income" or "NOI" means gross income less operating expenses for the park.

11. "Special increase" or "special rent increase" means any of the following: (a) a maintenance of net operating income rent increase under subsection (D) of this section, (b) a maintenance of net operating income rent increase based on a readjusted base year NOI under subsection (E) of this section, or (c) a fair return rent increase under subsection (F) of this section.

12. Determination of Gross Space Rents. If management submits a petition for a special rent increase under subsection (D) and/or (E) of this section, the space rents actually charged by management in the 12 months preceding the date of filing of the complete petition shall be used to determine the park's current year gross income, in accordance with the following requirements:

a. Following approval of a permitted annual increase, if management began collecting

rents based on the approved permitted annual increase prior to the date of submittal of the complete petition for a special rent increase to the city, the actual space rents collected by management during the current year (as defined in subsection (B)(5) of this section) shall be used in performing the special rent increase calculations under this section and CMC 9.05.110.

b. If management issues a notice of rent increase under state law based upon a city-approved permitted annual rent increase to any resident but the actual initial payment date based on that approved permitted annual increase does not take place prior to the date of filing of the complete petition under this section, the special rent increase approved by the city pursuant to this section shall supersede and take the place of any such noticed annual rent increase. The special rent increase calculations made pursuant to this section and CMC 9.05.110 shall be adjusted to avoid any duplication of rent increases.

C. For purposes of determining a special rent increase under subsection (D) or (E) of this section, the gross income and operating expenses for the entire park shall be determined, including for those spaces which are exempt from rent control under this chapter pursuant to a long-term rental agreement under Civil Code Section 798.17(a) or otherwise exempt under Civil Code Section 798.45. However, in calculating a special rent increase under subsection (D) or (E) of this section for the regulated spaces, the net operating income of the park shall be adjusted to reflect only that portion of the park that is subject to this chapter, and a prorated amount of the park's net operating income increase shall be allocated to the individual regulated spaces such that the regulated spaces shall be required to pay only that portion of the maintenance of net operating income rent increase attributable to the regulated spaces. Spaces exempt from rent control shall pay the space rent required pursuant to their individual long-term leases.

D. Maintenance of Net Operating Income Increase (or "MNOI Increase"). A mobile home park owner may petition the hearing officer to increase the park's base year net operating income by 80 percent of the increase in the Consumer Price Index since June 30, 1992, and the date of the petition. For the purpose of this subsection (D), the June 30, 1992, Consumer Price Index shall be the "base year CPI" as defined in subsection (B)(2)(a) of this section; and "current CPI" shall be the "current CPI" as defined in subsection (B)(4) of this section. The petition shall be filed in accordance with this section, CMC 9.05.110 and the rules and regulations.

E. Adjustment to Base Year NOI.

1. A mobile home park owner may rebut the presumption that the park's base year net operating income provided a just and reasonable return at that time by presenting evidence that:

a. The park's operating expenses in the base year were unusually high or low. In such

instances, the hearing officer may adjust the calculation of base year NOI by adjusting the expenses to reflect the average of the park's expenses over a reasonable period of time or the average of expenses in comparable mobile home parks in that year.

b. Capital improvements were made during the base year, but were not reflected in increases collected during that year.

c. Unusual repairs were made in the base year due to damage caused by uninsured natural events or vandalism.

d. Other expenses were unreasonably high or low notwithstanding prudent business practices.

e. The rent during the base year was lower than rents being charged in comparable mobile home parks in the city and comparable parks in the surrounding areas due to the fact that it was not established in an arms-length transaction, rent had not been increased during that year or other peculiar circumstances.

f. The rent during the base year was lower than rents being charged for spaces in comparable mobile home parks in the city and comparable parks in the surrounding areas.

g. The rent during the base year was not sufficient to provide a just and reasonable return by providing evidence of the return on investment actually earned by the park in the base year and of the return on investment earned by comparable parks in the city and surrounding areas since the base year.

2. Base Year. For purposes of this subsection (E), "base year" means the fiscal year commencing July 1, 1991, and ending June 30, 1992.

3. Eligibility. If a park has previously received approval of a special rent increase under this subsection (E) (or any predecessor ordinance), such park shall not be eligible for another special rent increase pursuant to this subsection (E).

4. Burden of Proof. The mobile home park owner shall have the burden of proving that one or more of the circumstances listed above existed and of providing the evidence needed to make appropriate increases in base year income and expenses.

5. Procedures and Requirements. The petition shall be filed in accordance with CMC 9.05.110 and the rules and regulations.

F. Fair Return Increase.

1. A park owner may rebut the presumption that the MNOI calculations provided in subsection

(D) of this section and/or the modified calculations provided in subsection (E) of this section are sufficient to provide a just and reasonable return by presenting evidence that the rate of return being earned by the mobile home park is not just and reasonable.

2. Burden of Proof. The park owner shall have the burden of proving the park is not earning a just and reasonable return.

3. Procedures and Requirements. A petition for rent increase under this subsection (F) shall be in accordance with CMC 9.05.110 and the rules and regulations.

G. Registration Fee. As required by CMC 9.05.060(G), no petition for a special rent increase shall be approved by the city if the park owner is not currently registered and current on payment of his/her monthly registration fee(s) due under CMC 9.05.060. [Ord. 410 § 8, 2025; Ord. 316 § 13, 2011; Ord. 96-1 § 10; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.10.]

9.05.110 Petition for rent increase to provide a reasonable return.

Petitions for a special rent increase to provide a reasonable return under CMC 9.05.100 shall be submitted in accordance with the following requirements and the rules and regulations:

A. Management shall file a verified petition under penalty of perjury with the city manager for a special rent increase to provide a reasonable return and to maintain net operating income pursuant to CMC 9.05.100(D), (E) or (F). Concurrently with filing the petition, management shall pay the required filing fee adopted or periodically adjusted by resolution of the city council.

B. A petition for an MNOI rent increase under CMC 9.05.100(D) may be filed by itself or concurrently with a petition for a special rent increase under CMC 9.05.100(E) or (F). A petition for an MNOI rent increase based on a readjusted base year NOI under CMC 9.05.100(E) may be filed with a petition for a special rent increase under CMC 9.05.100(D) or (F). A petition for a special rent increase under CMC 9.05.100(F) shall not be filed unless accompanied by a petition for a special rent increase under CMC 9.05.100(D) or (E).

C. The petition shall state the names, addresses and telephone numbers of all affected residents; the current rent of the affected spaces; the proposed increase; the calculations pursuant to CMC 9.05.100 to support the proposed increase and a request to the hearing officer to review and approve the proposed increase; and such other information relevant to the petition as determined by the city in accordance with the rules and regulations. All necessary documents and records to support the petitioner's calculations shall be attached to and shall become part of the petition. Seven copies of the petition and supporting documentation and records, an electronic copy of the petition, proof of service of the notice required by subsection (E) of this section, and two sets of stamped envelopes addressed to the affected residents shall be filed with the city manager.

D. Upon receipt of the petition, the city manager shall determine if the petition is complete, in accordance with the following provisions and the rules and regulations:

1. No petition shall be deemed complete until all documents supporting the petitioner's calculations and requested rent increase, required copies of the petition, and all proof of service and posting requirements have been filed with the city manager and the filing fee paid to the city, as required by this section. The city manager shall have 30 days in which to determine the completeness of the petition, and shall notify the park owner in writing within that period of any deficiency in the petition and the additional documentation, information and/or fee necessary for the city manager to deem the petition complete. Procedures for determination whether a petition is complete shall be set forth in the rules and regulations. The park owner shall comply with any requests by the city manager for submittal of additional information or documentation deemed necessary by the city manager to find that the petition is complete, in accordance with the rules and regulations.

2. The applicable subsection under which the petition is submitted, the method or manner of determining the proposed rent increase, and the documents and records submitted in support of the petition must be legible, reproducible, organized and presented in a manner appropriate and acceptable by reasonable accounting standards and must be consistent with the requirements of this section and the rules and regulations. Required documentation to deem the petition complete shall include all documentation that establishes each category, type and amount of income, expense, interest charged or incurred, and the reasonableness of each expense, in accordance with the rules and regulations. The petitioner must, upon request of the hearing officer, show to the hearing officer the original document from which any photocopy was made and all documents, papers, or written memoranda which support or are evidence of claimed income or expenses of any nature, or which are otherwise pertinent to the hearing officer's decision on the petition.

3. Failure to comply with the provisions of this subsection shall be good and sufficient cause to deny the petition if the hearing officer finds that the park's failure to submit a complete petition demonstrates that the park owner failed to meet its burden of proof that a rent increase is warranted under this section.

E. Concurrently with filing the petition, management shall place two complete copies of the petition in the park office and two complete copies of the petition in the park clubhouse for inspection and copying by the park residents and their representative(s). Management shall maintain these copies of the petition, and any modifications or supplemental information or documentation submitted to the city, in those locations until issuance of a final decision by the city on the petition. Management shall also post a notice in the park office and clubhouse, in publicly accessible areas, informing the residents that the petition has been filed with the city, in accordance with the rules and regulations, and shall maintain such notices in the park until issuance of a final decision by the city on the petition.

F. Management shall serve written notice of the filing of the petition on each resident of a space

affected by the petition. The notice shall also advise the residents that copies of the petition and supporting documentation are available for their review and copying at the specified locations in the park; and that the petition and supporting documentation may be reviewed at City Hall. Management shall also serve a copy of the petition and all supporting documentation and records on the designated representatives of the park residents. The representatives shall be selected by the park residents and shall not exceed four persons. Service of the notice and petition may either be in person or by mail to the last known address of each resident and representative. No petition shall be considered as filed until proof of service of such notice and petition is filed with the city manager. The notice and proof of service shall be on forms provided by the city manager.

G. Written notice of the petition shall be mailed by the city to the affected residents on the date on which the petition is determined to be complete, and shall advise them of their right to submit a written response or protest, along with all supporting documentation, to the petition within 30 days of the date of mailing of the notice. The hearing officer shall call a meeting to commence a public hearing within 75 days after the petition has been deemed complete by the city. The city clerk shall publish notice of the public hearing at least 72 hours prior thereto. The hearing officer shall render its decision, in writing, including findings of fact and rulings on all issues presented, within 90 days after the petition is determined to be complete; provided, that the hearing officer may extend the time limits under this subsection for reasonable cause, and failure of the hearing officer to act within the time limits specified herein shall not result in the automatic approval of any petition.

H. The park owner shall also be required to pay a filing fee and deposit the additional costs of the public hearing in accordance with this subsection.

1. Concurrently with filing the petition for a special rent increase, management shall pay the initial filing fee established and amended from time to time by resolution of the city council. Notwithstanding subsection (D) of this section or any other provision of this chapter, no petition for a special rent increase submitted to the city under this section shall be accepted as complete by the city, and no hearing on a special rent increase petition shall be set by the city, if management fails to submit the initial filing fee with the petition, and the failure of management to pay the initial filing fee shall constitute grounds for the city to reject the petition as incomplete and to refuse to further process the petition.

2. Management shall also pay any additional costs of the public hearing, based upon an estimate prepared by the city manager in accordance with the resolution established or amended from time to time by the city council. The estimated costs of the public hearing shall be deposited with the city manager no less than 60 days prior to the hearing. Failure to deposit the costs shall be good and sufficient reason for the city to cancel the hearing and to deem the petition withdrawn by the park owner, and no further action to process the petition shall be taken by the city. As used in this subsection, the term "costs" means all city staff and other expert time incurred by the city in reviewing the petition and presenting the petition to the

hearing officer and city council; copying and duplication costs; and costs of providing public notice. Costs shall be established and periodically adjusted by resolution of the city council.

3. The initial filing fee, and any additional costs deposited by management, may be included in a petition for a temporary rent increase pursuant to CMC 9.05.140.

I. Any resident or other interested person wishing to protest or respond to the petition may do so by filing a written protest under penalty of perjury with the city manager, in accordance with the rules and regulations. The written protest shall be filed with the city manager not later than the thirtieth day following the date that notice of the complete petition is mailed to the affected residents. All such protests shall be served on management and proof of such service filed with the city manager, on forms provided by the city, at the time the written protest is filed with the city manager.

J. In seeking a rent increase under any provision of this chapter, the petitioner shall bear the burden of proof. All parties to the public hearing may have assistance in presenting evidence and developing their position from legal counsel, residents, resident or park owner organizations, or experts designated by such parties. In the event that the city retains a certified public accountant or other expert as a designated representative of the hearing officer to examine the petition and supporting material and testify as an expert witness, the cost to the city to employ such an expert shall be a part of the cost of the public hearing. Any and all expenses shall be reasonable.

K. At the conclusion of the public hearing, if the hearing officer finds that an increase as requested in the petition or as modified by the hearing officer is authorized by CMC 9.05.100, the hearing officer shall approve the increase as proposed or modified. If the hearing officer finds an increase is not authorized under CMC 9.05.100, the hearing officer shall deny the increase. The hearing officer's decision shall be issued in accordance with subsection (G) of this section. The mobile home park owner shall not be permitted more than one increase under CMC 9.05.100 in any 12-month period.

L. Upon issuance of the final decision by the hearing officer, the city clerk shall mail, by first class mail, postage prepaid, a copy of the decision of the hearing officer to the park owner and to each park resident, along with an affidavit of mailing. The hearing officer's decision shall be final upon date of mailing of the resolution in accordance with this subsection. [Ord. 410 § 9, 2025; Ord. 316 § 14, 2011; Ord. 96-1 § 11; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.11.]

9.05.120 Appeal.

A. Either party may, and prior to commencing any action in a court of competent jurisdiction shall, appeal any final decision or order of the hearing officer to the city council by filing written notice of the appeal with the city manager not later than 15 days after the date of deposit in the mail of the decision of the hearing officer to the petitioner and affected residents. Appeals shall be filed, processed and heard in accordance with this section and the rules and regulations.

B. Prior to or concurrently with filing the appeal, management shall place copies of the appeal at the park in accordance with CMC 9.05.110(E), and shall maintain those copies at the park for inspection and copying by the residents until issuance of a final decision by the city on the appeal.

C. The appellant shall serve written notice of the filing of the appeal, along with any documents supporting the appeal, on the opposing party, and prior to or concurrently with filing of the appeal shall also post notice of filing of the appeal in the park clubhouse and office in publicly accessible areas. If the appellant is a park resident (or park resident representative), notice shall be posted in those areas normally made available for posting of notices by park residents. If the appellant is the park owner, the notice shall also advise the residents and the resident representatives that copies of the appeal and supporting documentation are available for their review and copying at the park in accordance with CMC 9.05.110(E), and that the appeal and supporting documentation may be reviewed at City Hall. Service of notice may either be in person or by mail to the last known address of the opposing party. No appeal shall be considered as filed until proof of service of such notice and posting, and supporting documentation, are filed with the city manager, and the cost of the appeal is deposited with the city manager. The cost of the appeal shall be estimated by the city manager. The notice and proof of service and posting shall be on forms provided by the city manager. The city manager shall set the appeal for a public hearing at a regular meeting of the city council to be commenced within 30 days after the appeal is filed. No appeal shall be considered filed until proof of service of such notice, supporting documentation and deposit are filed with the city manager. If the appellant fails to deposit the required fee and all required documentation by the deadline to file an appeal, the appeal shall be deemed withdrawn and no further proceedings shall take place on the appeal.

D. Upon receipt of the complete appeal, the city manager shall provide notice of the appeal hearing to all affected park residents, resident representatives, management and management's representative(s), in accordance with the rules and regulations.

E. As used in this section, the term "costs" means all city staff and other expert time incurred by the city in reviewing the appeal and presenting the appeal to the city council; copying and duplication costs; and costs of providing public notice. The costs shall be set by resolution of the city council as established or amended from time to time.

F. The city council shall affirm the hearing officer's decision if it is supported by substantial evidence, and complies with this chapter and rules and regulations. If the city council finds that the hearing officer's decision is not supported by substantial evidence, or does not comply with the rules and regulations, the city council shall grant the appeal, and may deny the petition, modify the hearing officer's decision on the petition, or refer the petition back to the hearing officer for further proceedings consistent with the city council's decision on the appeal.

G. The appeal hearing shall be conducted in accordance with the rules and regulations. The city

council shall issue its decision in writing, including findings of fact and rulings on all issues presented, within 45 days of the commencement of the public hearing; provided, that the city council may extend the time limits under this subsection for reasonable cause, and failure of the city council to act within the time limit specified herein shall not result in the automatic approval of any petition. The decision of the city council on any appeal shall be final.

H. Upon issuance of the city council's decision pursuant to subsection (G) of this section, the city clerk shall mail, by first class mail, postage prepaid, a copy of the resolution of the city council setting forth its final decision on the appeal, to the park owner and to each park resident, along with an affidavit of mailing. The decision of the city council shall be final on the date of mailing by the city clerk pursuant to this subsection. [Ord. 410 § 10, 2025; Ord. 316 § 15, 2011; Ord. 96-1 § 12; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.12.]

9.05.130 Maximum rent.

A. The maximum permitted rent at any given time for each space shall be the space rent approved by the city under this chapter or any other prior rent control ordinance.

B. A mobile home park owner, or anyone acting on behalf of a mobile home park owner, shall not demand, accept, receive or retain from any resident or prospective resident more than the maximum rent permitted by this chapter. A mobile home park owner, or anyone acting on behalf of a mobile home park owner, shall not increase the rent on any space except in compliance with the provisions of this chapter.

C. A mobile home park owner, or anyone acting on behalf of a park owner, shall not serve written or verbal notice of rent increase on any resident until the rent increase has been approved by the city in writing pursuant to this chapter.

D. A resident may refuse to pay any rent in excess of the maximum permitted rent. The fact that such unpaid rent is in excess of the maximum permitted rent under this chapter shall be a defense in any action brought to recover possession of the mobile home space for nonpayment of rent or to collect the illegal rent.

E. A resident may bring an action in any court of appropriate jurisdiction in which injunctive relief may be granted to recover any rent paid in excess of the maximum permitted rent under this chapter. The prevailing party shall be awarded his or her reasonable attorneys' fees and the court, where applicable, shall be empowered to award treble damages for any rents charged in excess of the maximum permitted by this chapter. [Ord. 96-1 § 13; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.13.]

9.05.140 Prevailing park owner petition for recovery of petition costs incurred before the hearing officer in connection with special rent increase petition.

A park owner who obtains approval of a capital improvement rent increase or special rent increase

from the city may seek approval of a temporary rent increase to reimburse the park owner for the reasonable cost of professional services actually incurred by the park owner in preparing and presenting the petition to the hearing officer under CMC 9.05.110 in accordance with this section and the rules and regulations.

A. A request for approval of a temporary rent increase under this section shall be filed as part of a park owner's petition for a capital improvement rent increase under CMC 9.05.090(F) or a park owner's petition for a special rent increase pursuant to CMC 9.05.100 and 9.05.110, in accordance with the city-approved forms. The hearing officer shall consider the park owner's request at the public hearing at which the underlying petition for a capital improvement rent increase or the underlying petition for special rent increase is considered, and the hearing officer's decision on the temporary rent increase shall be included in its written decision on the petition for a capital improvement rent increase or special rent increase. Any appeal of the hearing officer's decision on a temporary rent increase shall be filed in accordance with CMC 9.05.120 in accordance with the city-approved form, and the city council shall consider such appeal concurrently with the appeal of the hearing officer's decision on the underlying capital improvement rent increase petition or special rent increase petition.

B. The park owner shall bear the burden of proof and shall provide the evidence to justify a temporary rent increase submitted under this section, and approval of the petition shall be conditioned upon the park owner's successfully obtaining final approval from the city of a capital improvement rent increase pursuant to CMC 9.05.090 or a special rent increase pursuant to CMC 9.05.100 and 9.05.110.

C. Any temporary rent increase granted by the city shall be amortized over a five-year period with interest at the rate of seven percent per year, compounded monthly, and any increase granted shall remain in effect only during the five-year period. Any such increase shall not be included as part of the monthly space rent but shall be itemized as a separate charge either on each resident's monthly rent statement or on a separate statement. Nothing in this provision shall preclude a park resident from paying the full amount of the temporary rent increase as one lump sum without any payment of interest, following issuance of the city's final decision.

D. Registration Fee. As required by CMC 9.05.060(G), no petition for a temporary rent increase shall be approved by the city if the park owner is not currently registered and not current on payment of his/her monthly registration fee(s) due under CMC 9.05.060. [Ord. 410 § 11, 2025; Ord. 316 § 20, 2011.]

9.05.150 Rules and regulations.

The city council may, from time to time, adopt or amend rules, regulations, and/or forms to implement and administer any and all provisions of this chapter by resolution or minute action. The city manager may adopt rules, regulations, guidelines and/or forms not inconsistent with the provisions of this chapter or any rules, regulations, or forms adopted by the city council. [Ord. 316

§ 21, 2011.]

9.05.160 Rental agreements.

Nothing in this chapter shall operate to restrict the right of a resident and the park owner to enter into a written rental agreement, signed by both parties; provided, that no park owner, or anyone acting on behalf of a park owner, shall require, directly or indirectly, that any resident or prospective resident sign a lease or rental agreement with a term in excess of 12 months, or that provides that it shall be exempt from local rent control, as a condition of tenancy in the park or which otherwise requires any resident or prospective resident to waive any of his or her benefits under this chapter. No park owner, or anyone acting on behalf of a park owner, shall deny a tenancy to a prospective purchaser of a mobile home in the park on the ground that the prospective purchaser will not sign such a lease or rental agreement that exempts the space from rent control or otherwise requires the prospective purchaser to waive his or her rights under this chapter. [Ord. 316 § 16, 2011; Ord. 96-1 § 14; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.14. Formerly 9.05.140]

9.05.170 Limitation of actions.

Any action to attack, review, set aside, annul or void any final decision under this chapter shall not be maintained by any person unless such action or proceeding is commenced and service is effected within 90 days of the final decision or within such other period of time required by California Code of Civil Procedure Section 1094.6 as it presently exists or as it may be hereafter amended from time to time. [Ord. 316 § 17, 2011; Ord. 96-1 § 15; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.15. Formerly 9.05.150]

9.05.180 Administrative costs.

The city manager shall, from time to time, calculate the total costs of conducting a meeting of the mobile home rent stabilization hearing officer and appeal to the city council and file such figures in his/her office. Such figures shall be used in determining the deposits and costs for holding a hearing by the hearing officer and appeal to the city council. [Ord. 410 § 12, 2025; Ord. 316 § 18, 2011; Ord. 94-9 § 1; Ord. 93-17 § 1; Code 1990 § 1.6.16. Formerly 9.05.160]

9.05.190 Remedies.

A. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of $1,000 or imprisonment for a term of six months or both; provided, that where the city attorney determines that such action may be in the best interests of justice, the city attorney may specify in the accusatory pleadings that the offense shall be an infraction.

B. Any park owner, park manager, or any other person acting on behalf of a park owner or park manager, who demands, accepts, receives or retains any money as rent from a resident to which said park owner is not entitled under the provisions of this chapter shall be liable to the resident for any actual damages, hearing fees, attorneys' fees and costs incurred by the resident as a consequence thereof. In addition to all other remedies set forth in this chapter, any person violating

any provision of this chapter shall be liable for an additional penalty of $500.00 upon a finding that such person willfully violated the provisions of this chapter.

C. The city council may institute a civil action to compel compliance with this chapter.

D. All remedies set forth herein are hereby declared to be cumulative and nonexclusive. [Ord. 316 § 19, 2011; Ord. 96-1 § 16; Code 1990 § 1.6.17. Formerly 9.05.170]

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1 Prior legislation: Ords. 91-1 and 96-3.

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIMESA AMENDING THE ADMINISTRATIVE RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE CALIMESA MOBILE HOME RENT STABILIZATION ORDINANCE (CHAPTER 9.05 OF THE CALIMESA MUNICIPAL CODE) AND SUPERSEDING AND REPEALING RESOLUTION NO. 2011-38

WHEREAS, the City Council of the City of Calimesa ("City") previously adopted Chapter 9.05, containing Sections 9.05.010, et seq., of the Calimesa Municipal Code, pertaining to Mobile Home Rent Stabilization (the "Ordinance"), and further adopted Administrative Rules for the implementation of the Ordinance ("Rules"); and

WHEREAS, on August 19, 2010, the City Staff conducted a study session with the Calimesa Mobile Home Rent Stabilization Board regarding possible amendments to the Ordinance and Rules, and thereafter conducted a duly noticed public workshop with the park residents on February 23, 2011, and on February 24, 2011 and June 29, 2011, conducted duly noticed workshops with the park owners and their representatives, and thereafter on August 15, 2011 and September 19, 2011, conducted duly noticed public hearings on proposed amendments to the Ordinance and the Rules; and

WHEREAS, on September 19, 2011, the City Council adopted Resolution No. 2011-34, approving the amended Rules with additional amendments to provide for payment of the registration fee monthly and require updated registrations twice a year; and

WHEREAS, on October 17, 2011, staff presented the amended Rules with the additional changes requested by the City Council at its meeting on September 19, 2011 so that the City Council could adopt the Rules with all amendments; and

WHEREAS, the City Council directed the issuance of a request for proposal seeking Mobile Home Rent Stabilization Hearing Officer services in place of the Mobile Home Rent Stabilization Board processes; and

WHEREAS, on May 5, 2025 the City Council adopted Ordinance No. 410 updating and clarifying provisions of Chapter 9.05 of the Calimesa Municipal Code pertaining to Mobile Home Rent Stabilization and amending the Calimesa Municipal Code pertaining to the implementation of a hearing officer process and repeal of the Mobile Home Rent Stabilization Board; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq., hereafter the "Guidelines"), and the City's environmental guidelines. The City has determined that this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378. Specifically, this Resolution constitutes organizational or administrative activities of City government that will not result in direct or indirect physical changes in the environment. (Guidelines Section 15378(b) (5)). Therefore, because it is not a "project," this Resolution is not subject to CEQA's requirements. Further, even if this Resolution were deemed a "project" and therefore subject to CEQA, the Resolution would be covered by the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment. (Guidelines Section 15061 (b) (3)). As an organizational or administrative activity which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, this Resolution does not have the potential to cause

a significant effect on the environment and is therefore exempt under this general rule. Further, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and thus this Resolution is not subject to CEQA (Guidelines Section 15061(b) (3));

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIMESA DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. All facts set forth in the Recitals of this Resolution are true and correct.

Section 2. The Administrative Rules for the Implementation of the Calimesa Mobile Home Rent Stabilization Ordinance are hereby amended in their entirety to read as set forth in Exhibit "A", attached hereto.

Section 3. Resolution No. 2011-38 is hereby superseded and repealed by this Resolution No. 2025-36.

Section 4. Neither the adoption of this Resolution nor the repeal or amendment by this Resolution of the Administrative Rules, or part or portion of any Administrative Rules, previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any provision of the Administrative Rules which violation was committed prior to the effective date of this Resolution, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such Administrative Rules.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or Exhibit "A", attached hereto, for any reason is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity or the remaining portions of this Resolution or Exhibit "A". The City Council of the City of Calimesa hereby declares that it would have adopted this Resolution and Exhibit "A", attached hereto, and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions were to be declared invalid or unconstitutional.

Section 6. This Resolution shall take effect upon adoption.

Section 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of July, 2025.

LINDA MOLINA, MAYOR

ATTEST:

DARLENE GERDES, CITY CLERK

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS.
CITY OF CALIMESA }

I, **DARLENE GERDES**, City Clerk of the City of Calimesa, California, DO HEREBY CERTIFY, that the aforementioned **Resolution No. 2025-36** known as:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIMESA AMENDING THE ADMINISTRATIVE RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE CALIMESA MOBILE HOME RENT STABILIZATION ORDINANCE (CHAPTER 9.05 OF THE CALIMESA MUNICIPAL CODE) AND SUPERSEDING AND REPEALING RESOLUTION NO. 2011-38.

And which is on file in the Office of the City Clerk, City of Calimesa California.

Said Resolution was adopted by the said City Council at a regular meeting thereof held on the 21st day of July 2025 by the following vote:

AYES: Cervantez, Cundieff, Garcia, Manly and Molina

NOES: None

ABSENT: None

ABSTAINED: None

DARLENE GERDES, CITY CLERK
Dated this 22nd day of July 2025

CITY OF CALIMESA INCORPORATED December 1, 1990 STATE OF CALIFORNIA

ATTACHMENT: Exhibit "A" – Administrative Rules for the Implementation of the Mobile Home Rent Stabilization Ordinance

EXHIBIT "A" TO
CITY COUNCIL RESOLUTION NO. 2025-36

CITY OF CALIMESA

ADMINISTRATIVE RULES FOR THE IMPLEMENTATION OF THE MOBILE HOME RENT STABILIZATION ORDINANCE

(includes amendments through October 17, 2011 pursuant to Ordinance No. 316 and City Council Resolution No. 2011-38) and amendments through July 21, 2025 pursuant to Ordinance No. 410 and City Council Resolution No. 2025-36.

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CITY OF CALIMESA

ADMINISTRATIVE RULES FOR THE IMPLEMENTATION OF THE MOBILE HOME RENT STABILIZATION

CHAPTER 1 - GENERAL PROVISIONS

1.1 Purpose and Interpretation.

A. These Administrative Rules and Regulations for the Implementation of the Mobile Home Rent Stabilization Ordinance ("Administrative Rules" or "Rules") were adopted by the City Council of the City of Calimesa for the purpose of administering and enforcing the Mobile Home Rent Stabilization Ordinance ("Ordinance"), as codified in Chapter 9.05 of the Calimesa Municipal Code ("CMC").

B. Except as otherwise expressly provided herein, all Rules are mandatory.

C. In the event of any conflict between the Ordinance and the Rules, the Ordinance shall prevail.

D. The City Council shall adopt and shall be the sole approving body of these Administrative Rules and any amendments to these Rules shall be made by resolution and shall be submitted to the City Council for review and approval.

E. These Rules shall be interpreted according to their terms, and in accordance with the purposes of the Ordinance. The City Council shall be the final arbiter of any dispute over the interpretation of any provision of these Rules.

1.2 Public Access and Open Meetings

All meetings of the City Council and all meetings conducted by the Mobile Home Park Rent Stabilization Hearing Officer shall be conducted in accordance with Article I, Section 3 of the California Constitution and the Ralph M. Brown Act (California Government Code Section 54950 et seq., as amended from time to time).

1.3 Posting and Delivery of Ordinance to Park Residents

In accordance with CMC Section 9.05.010(C), the park owner or park management shall deliver a copy of the Ordinance to every mobile home owner or tenant now residing within their respective mobile home park or parks within thirty days of the adoption of the Ordinance or any amendments thereto, and within thirty days of execution of a rental agreement with any new resident. A copy of the Ordinance, and any amendments thereto, shall be maintained in the manager's office or other common area location for review by the Park residents during business hours. Evidence of management's compliance with this Rule shall be included in the annual registration statement filed by management with the City in accordance with Chapter 5 of these Rules.

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CHAPTER 2 – DEFINITIONS

The following terms shall have the following meanings in these Rules:

2.1 "Annual Increase" means a permitted annual rent increase determined pursuant to CMC Section 9.05.080 and Chapter 6 of these Rules.

2.2 "Appeal" means an appeal filed with the City Council by a park owner or park resident, or their respective representative(s), in accordance with CMC Section 9.05.120 and Chapter 9 of these Rules, seeking review of a decision of the Mobile Home Park Rent Stabilization Hearing Officer on a petition for a special rent increase, a petition for a capital improvement rent increase, or a petition for temporary rent increase. "Appeal" shall include the completed appeal form, the required appeal fee, deposit(s), all supporting information and documentation, and the written justification for the appeal, as further provided in and required by these Rules and the appeal form.

2.3 "Bureau of Labor Statistics" means the Bureau of Labor Statistics, U.S. Department of Labor

2.4 "Capital Improvement Rent Increase" means a rent increase based on a capital improvement in accordance with CMC Section 9.05.090 and Chapter 10 of these Rules.

2.5 "City" means the City of Calimesa.

2.6 "City Council" means the City Council of the City of Calimesa.

2.7 "City Manager" means the City Manager of the City of Calimesa, or his/her designee.

2.8 "CMC" means the Calimesa Municipal Code.

2.9 "Consumer Price Index" or "CPI" means the CPI All-Items in Riverside-San Bernardino-Ontario, CA, All Urban Consumers, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, or any successor index.

2.10 "Day" means a calendar day, unless otherwise expressly stated in these Rules.

2.11 "Exempt space" means either of the following: (a) a space exempt from rent control based upon a long-term lease or other rental agreement entered into pursuant to California Civil Code Section 798.17 (also referred to as a "leased space"), or (b) a space exempt from rent control pursuant to California Civil Code Section 798.45 (also referred to as "new construction").

2.12 "Hearing Officer" or "Mobile Home Park Rent Stabilization Hearing Officer" means the person established by Chapter 9.05 of the Calimesa Municipal Code to perform such duties as may be delegated by the City Council.

2.13 "Lease" means a long-term lease or other rental agreement establishing the terms and conditions of a park tenancy, for any space exempt from rent control pursuant to California Civil Code Section 798.17.

2.14 "Management" means the owner of a mobile home park, or an agent or representative authorized to act on his/her behalf in connection with matters relating to a tenancy in the park and the Ordinance.

2.15 "Month-to-month space" means a space subject to rent control under the Ordinance. Also known as a "regulated space".

2.16 "Ordinance" or "CMC Chapter 9.05" means Chapter 9.05, Section 9.05.010, et seq., of the Calimesa Municipal Code, and as said Ordinance may be amended from time to time.

2.17 "Park Owner" or "Owner" means the owner or operator of a mobile home park or an agent or representative authorized to act on behalf of the owner or operator in connection with the maintenance or operation of such park and matters arising under the Ordinance.

2.18 "Petition" means a petition filed with the City pursuant to CMC Section 9.05.110 and Chapter 8 of these Rules for approval of (a) a capital improvement rent increase under CMC Section 9.05.090 and Chapter 10 of these Rules, (b) a petition for a special rent increase to provide a reasonable return on property under CMC Section 9.05.100 and Chapter 7 of these Rules, and (c) a petition for temporary rent increase in accordance with CMC Section 9.05.140 and Chapter 11 of Rules; and shall include the completed Petition form, the requisite filing fee, deposit(s), and all information and documentation supporting the requested rent increase as required by these Rules and petition form.

2.19 "Petitioner" means any person who submits a petition for a rent increase for a mobilehome park under CMC Chapter 9.05 and these Rules.

2.20 "Public hearing" or "hearing" means an evidentiary hearing before the Calimesa Mobile Home Rent Stabilization Hearing Officer on a petition for a capital improvement rent increase, a special rent increase and/or a temporary rent increase under CMC Section 9.05.110 and Chapter 8 of these Rules.

2.21 "Public Utilities Commission" or "PUC" means the California Public Utilities Commission.

2.22 "Regulated space" means a mobile home space subject to the Ordinance. Also known as a month-to-month space.

2.23 "Rent Administrator" or "RA" means the City Manager of the City of Calimesa, or his/her designee assigned to administer and implement the Ordinance in accordance with CMC Chapter 9.05 and these Rules.

2.24 "Special Rent Increase" means a rent increase to provide a reasonable return, including a maintenance of net operating income ("MNOI") increase, a rent increased

based on a readjusted base year NOI, and/or a fair return rent increase, in accordance with CMC Section 9.05.100(D), (E), or (F) and Chapter 7 of these Rules.

2.25 "Temporary Rent Increase" means a temporary rent increase approved by the City for a specified period of time to reimburse the park owner for the reasonable costs incurred by the park owner in successfully preparing and presenting his/her petition for a special rent increase to the Hearing Officer in accordance with CMC Section 9.05.140 and Chapter 11 of these Rules.

2.26 "Vacancy" or "vacant" means:

A. For mobile home spaces subject to CMC Section 9.05.070(A), "vacancy" means a change in ownership of a mobile home occupying a space subject to rent control but excludes a change of ownership between husband and wife, or parent and child, or a change of ownership made for estate planning purposes.

B. For mobile home spaces subject to CMC Section 9.05.070(B), "vacancy" means a mobile home space upon which there is no mobile home or a mobile home space upon which there is mobile home owned by the park owner.

2.27 "Vacancy Increase" means:

A. For spaces subject to CMC Section 9.05.070(A), "Vacancy Increase" means a rent increase upon vacancy as defined in Section 2.25(A) of this Chapter.

B. For park owner-owned mobile homes or space upon which there is no mobile home, "Vacancy Increase" means a rent increase upon vacancy as defined in Section 2.25(B) of this Chapter.

CHAPTER 3 – POWERS AND DUTIES

3.1 City Council. Within the limitations provided by the Ordinance and law, the City Council shall have the following powers and duties:

A. To conduct any appropriate periodic review of the provisions of the Mobile Home Rent Stabilization Ordinance as deemed necessary and appropriate by the City Council.

B. To adopt rules, regulations, policies, guidelines and forms for use by the City Manager, Hearing Officer, park owners and park residents in seeking rent increase under Chapter 9.05 of the Calimesa Municipal Code.

C. To hear appeals from decisions of the Mobile Home Rent Stabilization Hearing Officer on petitions for rent increases.

D. To interpret and apply the Ordinance and Rules in accordance with the purpose and intent of the Ordinance.

E. To carry out such other powers and duties as deemed necessary by the City Council to implement and administer CMC Chapter 9.05 and these Rules.

3.2 Mobile Home Park Rent Stabilization Hearing Officer. Within the limitations provided by the Ordinance and law, the Hearing Officer shall have the following powers and duties:

A To hold meetings from time to time as requested by the Mayor, the City Council, the City Manager, or upon the filing of a petition with the City Clerk.

B. To examine any rental agreement submitted to the Hearing Officer by any party to the rental agreement for the purpose of determining whether the space is subject to rent control under this chapter when reviewing a petition for a rent increase under this chapter.

C. To receive, investigate, conduct hearings on and approve, conditionally approve or disapprove petitions for, or protests against, increases of rents in mobile home parks. All hearings of the Hearing Officer shall be open to the public.

D. To conduct such studies, surveys, investigations and public hearings and obtain such information as may be necessary to carry out his/her duties.

E. Subject to the approval of the City Council, to adopt, promulgate, amend and rescind such administrative rules and regulations as the Hearing Officer finds reasonable and necessary for the conduct of his/her affairs and to implement and administer the provisions of this chapter.

F. Except where such rules are in direct conflict herewith, the Hearing Officer shall be subject to the regulations and standards of conduct for city commissioners, committee members, board members and hearing officers as established and amended from time to time by resolution of the City Council.

G. To keep records of their proceedings which shall be submitted to the City Council and open for inspection by the public.

H. To perform such other duties as may be delegated to the Hearing Officer by the City.

3.3 Rent Administrator. Within the limitations provided by the Ordinance and law, the Rent Administrator shall have the following powers and duties:

A. To review and rule upon protests filed against annual rent increases filed pursuant to CMC Section 9.05.080 and Chapter 6 of these Rules.

B. To review and evaluate petitions for rent increases and appeals filed pursuant to the Ordinance and these Rules to determine if the petitions are complete, and to require submittal of additional information and documentation as may be required for the Rent Administrator to deem a petition or appeal complete, to

schedule public hearings before the Hearing Officer on such petitions or the City Council on any appeal, and to make recommendations to the Hearing Officer and the City Council in accordance with CMC Chapter 9.05 and these Rules.

C. To develop forms, procedures and policies for administration and implementation of the Ordinance and these Rules to the extent not inconsistent with the Ordinance, Rules or forms adopted by the City Council.

D. To serve the park owner and park residents with a copy of the final decision of the Hearing Officer on a petition, and the final decision of the City Council on any appeal.

E. To perform such other duties as are specified in CMC Chapter 9.05 and these Rules and take such other actions as may be necessary to implement and administer the provisions of the Ordinance and these Rules.

CHAPTER 4 - MOBILE HOME PARK RENT STABILIZATION HEARING PROCESS

4.1 Hearing Officer Meetings Hearing Officer meetings may be called at any time by the Rent Administrator ("RA") or the Hearing Officer appointed by the City, for the Hearing Officer to conduct evidentiary hearings on applications for special rent increases and temporary rent increases based on special rent petition and hearing costs, or appeals from RA decisions on applications for capital improvement rent increases or emergency capital improvement rent increases, and to consider any other matters within the jurisdiction of the Hearing Officer pursuant to the Ordinance. The Hearing Officer may adjourn any meeting to a date, time and place specified in the order of adjournment.

If Hearing Officer is absent from any meeting, the RA or City Clerk may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of the adjournment to be given in the same manner as provided for meetings.

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within twenty-four (24) hours after the time of the adjournment.

4.2 Hearing Officer Meetings to be Public. All meetings of the Hearing Officer shall be open to the public.

4.3 Meeting Agenda. The Hearing Officer agenda shall be prepared in accordance with the following rules:

A. **Definition.** As used in these Rules, the term "agenda" means (1) the order of business, including all items and matters to be discussed and/or considered at a Hearing Officer meeting; and (2) all staff reports, communications, resolutions, contract documents, proposals, expert reports, petitions, oppositions, appeals, and other documents or matters to be submitted to the Hearing Officer for consideration and/or action at a meeting.

B. **Submittal Deadlines.**

1. Except as otherwise provided in Paragraph (3)below, Chapter 8 of these Rules concerning public hearings, and/or Chapter 9 concerning appeals, all documents and materials of any kind proposed by any person to be included in an agenda shall be delivered to the RA not later than 12:00 noon on the day which is fourteen (14) days preceding a Hearing Officer meeting (excluding the day of the meeting).
2. Except as otherwise provided in Paragraph (3), below, Chapter 8 of these Rules concerning public hearing items, and/or Chapter 9 concerning appeals, the Agenda shall be delivered to the Hearing Officer on the sixth (6th) calendar day preceding the meeting to which it pertains (excluding the day of the meeting), and shall be made available to the public after submission to the Hearing Officer.

3. All rent increase petitions, including petitions for capital improvement rent increases (pursuant to CMC Section 9.05.090), petitions for an MNOI rent increases, readjustment to base year NOI, and/or fair return rent increases (pursuant to CMC Section 9.05.100), and/or petitions for temporary rent increases (pursuant to CMC Section 9.05.140), and any opposition or other response to any rent increase petition, shall be submitted to the RA in accordance with requirements of CMC Chapter 9.05 and these Administrative Rules.

4.4 Hearing Officer Correspondence

A. No document or other writing which is exempt from disclosure by the Public Records Act (Section 7920.000 et seq. of the California Government Code), or any other provision of law, shall be disclosed or treated as a public record.

B. Except as otherwise provided by law, registration forms, petitions for rent increases , opposition or response to any rent increase petition, appeals and/or any opposition or response to any appeal, along with any and all supporting documentation or other materials submitted in response to any such petition, opposition and/or appeal, shall be public records and open to inspection in accordance with the Public Records Act (Government Code Section 792.000 et seq.). Agendas, including any staff reports, minutes, correspondence and other documentation prepared by Staff for any meeting of the Board shall not be public records until distributed to the Hearing Officer prior to the Hearing Officer meeting except as may be otherwise required by the California Public Records Act (California Government Code Section 7920.000, et seq.) and/or the Ralph M. Brown Act (Government Code Section 54950, et seq.).

4.5 Receipt of Evidence Outside of Meeting and Public Contact with Hearing Officer

A. Except as otherwise provided in these Rules, the Hearing Officer shall not, after a petition necessitating a public hearing has been filed with the City, solicit or receive evidence outside of the public hearing on such petition.

B. Receipt of unsolicited letters or other documents by the Hearing Officer shall not constitute a violation of Subsection (A) of this Rule but shall be disclosed as provided in Subsection (C) herein. Said documents shall be made a part of the record at the time of the public hearing on a rent increase petition.

C. A hearing officer who has received evidence outside of the public hearing, or who has viewed the subject property, or is familiar with the subject property, shall fully disclose at the public hearing such evidence and his/her observations and familiarity with the property and/or subject matter so that the petitioner, opponent, and other interested persons may be aware of the facts or evidence upon which s/he is relying and have an opportunity to controvert it. All written evidence received or offered to the Hearing Officer outside of the hearing shall be filed with the Rent Administrator.

4.6 Recording of Meetings

All Hearing Officer meetings, including any public hearings on rent increase petitions, shall be recorded by the City in accordance with the procedures for recording of City Council and Planning Commission meetings. The Hearing Officer may, in his/her discretion, direct that the Rent Administrator keep minutes of each meeting.

4.7 Sworn Testimony.

A. During public hearings on rent increase petitions, including petitions for capital improvement rent increases, special rent increases and temporary rent increases, the Hearing Officer shall require all witnesses to be sworn in and testify under oath, and all testimony shall be under penalty of perjury. In any other proceedings or meetings before the Hearing Officer, the Hearing Officer may require any person addressing the Hearing Officer to be sworn as a witness and to testify under oath and under penalty of perjury.

B. During any appeal before the City Council from any decision of a Hearing Officer on a rent increase petition, the City Council shall require all witnesses to be sworn in by the City Clerk and testify under oath, and all testimony on any appeal shall be under penalty of perjury.

4.8 Addressing the Hearing Officer

The following rules, in addition to those set out in this Chapter 4 and Rule 8.6, "Public Hearings before Mobile Home Rent Stabilization Hearing Officer", shall govern public testimony before the Hearing Officer.

A. **Manner of Addressing the Hearing Officer.** Each petitioner or other person desiring to address the Hearing Officer shall state his/her name and address for the record, state the subject s/he wishes to discuss, state whom s/he is representing if s/he represents an organization or other person. Presentation time shall be limited to five (5) minutes, or as otherwise defined by the Hearing Officer. Except as otherwise allowed by the Hearing Officer during examination

of a witness, all comments or other discussion by any person shall be addressed to the Hearing Officer.. No question shall be asked of City staff or another person without the permission of the Hearing Officer.

B. **Group Spokesperson.** In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Hearing Officer on the same subject matter, it shall be proper for the Hearing Officer to request that a spokesperson be chosen by the group to address the Hearing Officer and, if additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Hearing Officer.

C. **After Public Hearing Closed**. After a public hearing has been closed, no member of the public shall address the Hearing Officer from the audience on the matter under consideration without first securing permission to do so by the Hearing Officer.

D. **Continuance of Hearings**. Any public hearing being held or noticed or ordered to be held by the Hearing Officer or Rent Administrator may, by order or notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided herein for adjourned meetings; provided that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or notice of continuance was adopted or made.

4.9 Rules of Decorum

A. **Hearing Officer.** While the meeting is in session, the Hearing Officer shall be responsible for preserving order and decorum.

B. **Employees.** Members of the Administrative staff and other employees of the City shall observe the same rules of order and decorum members of the public or as otherwise instructed by the Hearing Officer, provided that members of City staff may leave their seats during a meeting without first obtaining the permission of the Hearing Officer. Any staff member desiring to address the Hearing Officer, or any members of the public shall first be recognized by the Hearing Officer. All remarks shall be addressed to the Hearing Officer and not any member of the public, except as otherwise authorized by the Hearing Officer during examination of a witness

C. **Unacceptable Conduct**. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Hearing Officer or during examination of a witness shall be called to order by the Hearing Officer, and, if such conduct continues, may at the discretion of the Hearing Officer be ordered barred from further questioning any witness, addressing the Hearing Officer and/or ordered to leave the meeting.

D. **Members of the Audience.** Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using

profane language, yelling, and similar demonstrations which disturb the peace and order of the meeting, or who refuse to comply with the lawful order(s) of the Hearing Officer shall, upon instructions from the Hearing Officer, be removed from the meeting room.

CHAPTER 5 - REGISTRATION

5.1 Annual Registrations

A. **Deadline for Submittal.** Annual registration is due no later than the 31st of January each year and shall be submitted under penalty of perjury on the City-approved form and shall include all information and documentation set forth in Subsections (B) through (H) of this Rule 5.1.

B. **Applicable Time Period.** The owner shall provide all information and documentation for all categories listed in Subsections (C) through (H) for (i) the time period extending from January 1st of the immediately preceding calendar year and (ii) current as of the date of submittal of the annual registration statement

C. **Current Rent Rolls.** The park owner shall provide a list of all spaces by space number or other identifying number/address, and copies of the rent rolls showing all current rents for all spaces in the park.

D. **Month-to-Month Spaces.** The park owner shall provide the current rent charged for each month-to-month space; the effective date of the current rent for each space; the utilities, housing services and amenities included in the space rent for each month-to-month space; the utilities, housing services and amenities charged separately from the space rent for each space; and for any space that came off an exempt lease or rental agreement during the immediately preceding calendar year, the lease expiration date and the monthly space rent in effect as of the lease or rental agreement expiration or termination date.

1. If more than one rent increase was imposed on a space during the immediately preceding calendar year, the registration form shall also include all other rent increases imposed on the space during the immediately preceding calendar year; the effective date of each other rent increase; the amount of each other rent increase; and the provision of the Ordinance or other basis upon which each other rent increase was imposed (e.g., exempt space, CMC Section 9.05.080, CMC Section 9.05.100).

2. If any utilities, housing services or amenities were previously included in the rent, but were separated from the rent during the immediately preceding calendar year, the annual registration shall also include a list of each utility, service and/or amenity separated from the rent during the immediately preceding calendar year; the date that the separate billing became effective; the amount by which rent was reduced; and the initial

amount charged for each separately billed utility, service and/or amenity.

E. Exempt Spaces.

1. For each space exempt pursuant to CMC 9.05.020(A), the park owner shall provide a list of the space numbers; current space rent charged for each space; the utilities, housing services and amenities included in the space rent for each exempt space; the utilities, housing services and amenities charged separately from the space rent for each exempt space; and the commencement date and expiration date or termination date for each exempt long-term lease or other rental agreement). .

2. For each space exempt under CMC 9.05.020(B), the park owner shall provide a list of the space numbers; current space rent for each space; and dates of construction of each space.

F. **Vacant Spaces.** The park owner shall provide a list of all vacant spaces in the park, the dates of vacancy during the immediately preceding calendar year up to and including the date of registration, and for any space subject to CMC 9.05.070(A) and (B), the initial rent upon re-occupancy following vacancy during the immediately preceding calendar year up to and including the date of registration and the utilities, housing services and amenities included in the space rent and charged separately from the space rent for each time period.

G. **Park Ownership Changes**. The park owner shall provide the date of any change of ownership of the park; and the full name and all other registration information for the new park owner, as of the date of submittal of the Petition, and during the immediately preceding calendar year.

H. **Management-Owned Mobile Homes**. The park owner shall provide the date each mobile home became owned, rented, leased or used by management; the space numbers for all such mobile homes owned, rented, leased and/or used by management; dates of park ownership, rental, lease or use; current rent for each space; the utilities, housing services and amenities included in the current rent for each space, and the utilities, housing services and amenities charged separately from the current rent for each space; and if owned, rented, leased or used by the park owner or manager during the immediately preceding calendar year, the utilities, housing services and amenities included in the rent for each space for the immediately preceding calendar year and the utilities, housing services and amenities charged separately from the rent for the immediately preceding calendar year.

5.2 Updated Registration Upon Changes During Calendar Year

Parks subject to the Ordinance shall submit an updated registration statement to the Rent Administrator on or before June 30th of each calendar year under penalty of perjury in accordance with Rule 5.1 and the following provisions:

A. **Changes in Space Status.** The updated annual registration statement shall

include complete information on the change in status of any space that occurred since the last annual registration statement was filed in accordance with the following requirements:

1. As used herein, "change in status" means (i) any change in the occupancy of a space as a month-to-month space, exempt space or vacant space; or (ii) any change in ownership, rental or use of a mobile home from a mobile home owned by a tenant to a mobile home owned, leased, rented or used by management; or (iii) any change in the mobile home occupying a space, such as the placement of a new mobile home in a space from outside the Park, or the transfer of a mobile home from one space in the Park to another space in the same Park; and (iv) any other change in the status of a mobile home and/or occupant in a space.

B. **Park Ownership Changes**. The updated registration form shall include complete information on all park ownership changes that have occurred since the most recent annual registration statement was filed. The updated registration statement shall include all information required by Rule 5.1 for the new owner and any new or modified information from the prior registration statement.

C. **Management Changes**. The updated registration statement shall include all changes in the park's onsite or offsite management that have occurred since the last annual registration statement was filed including the information required by Rule 5.1 for the new manager, and any new or modified information from the prior registration statement.

The updated annual registration statement shall be filed with the Rent Administrator on the City-approved form.

5.3 Registration Fees

A. **Establishment of Registration Fee**. The initial registration fee shall be forty-three dollars and eight cents ($43.08) per year, or three dollars and fifty-nine cents ($3.59) per month per regulated month-to-month space in each park subject to the Ordinance. The City Council may amend from time to time, by resolution, the registration fee and penalties for late registration as well as a failure to register for each regulated mobile home park. The park owner shall pay the annual registration fee on a monthly basis, no later than the 30th of each month. The park owner shall not be current on the registration fee until payment of the required registration fee for that month for all regulated spaces in the park. No registration fee shall be charged to any exempt space.

B. **Non-Compliance**. A park owner's failure or refusal to pay any required registration fees in a timely manner shall also be considered delinquent registration and/or a failure to register or delinquent registration as outlined in Rule 5.5.

C. **Waiver of Penalties**. A waiver of the penalty for failure to pay the required registration fees may be granted by the Rent Administrator upon a showing of exceptional circumstances beyond the control of the park owner, which made it impossible for the registration fees to be made in a timely manner.

D. **Resident Payment**.

1. The park owner may bill a maximum of one-half of the total monthly registration fee paid to the City to the regulated spaces in the Park each month, not to exceed $1.79 per month per space (the "Park Resident Registration Fee Portion"). The park owner shall not bill the residents of any regulated space in a lump sum for the residents' share of the annual registration fee ($21.48). The City Council may amend from time to time, by resolution, the amount that a park owner may bill to each regulated space in the mobile home park. The Park Resident Registration Fee Portion may be included in the monthly statement of rent due, but shall be itemized separately, and shall not be deemed to be a part of the rent or included in the rent base when calculating rent increases. At no time shall the amount of registration fee billed to any resident on a rent statement exceed one-half of the monthly amount paid by the Park Owner to the City for that space for the relevant year, except as otherwise provided in paragraph (4) of this Rule 5.3(D) regarding retroactive billing.

2. Residents shall pay their Park Resident Registration Fee Portion to the park owner not later than the deadline for payment of space rent under the rental agreement.

3. No park resident shall be charged any late fee, penalty or other charge in connection with his/her late payment or nonpayment of the Park Resident Registration Fee Portion (collectively "Registration Late Fee") except in accordance with the following provisions:

   a. The Park Resident Registration Fee Portion shall be late if not paid prior to the date that space rent is defined as "late" under the applicable rental agreement for the space. If there is no rental agreement, or the rental agreement does not include any late charge provision, the resident portion shall be late if not paid prior to the first of the month immediately following the month in which the registration fee is due..

   b. The Registration Late Fee charged to a regulated space shall not exceed the monthly Park Resident Registration Fee Portion due for the space, or not more than $1.79. The maximum amount of a Registration Late Fee paid for any regulated space shall be the total annual registration fee due from the Park Owner for that space, or not more than $21.48 from any regulated space. This limit applies regardless of the number of months that a resident fails to pay, or pays is late paying any or all of the Park Resident

Registration Fee Portion, and regardless of the number of occupants of the regulated space.

4. If a park owner fails or neglects to bill the residents of a regulated space for the Park Resident Registration Fee Portion (or any part of such portion) for any month, the park owner may retroactively bill the park residents of a regulated space for the previously unbilled registration fees only if the park owner provides the residents with the same time period to pay as the park owner was late in billing for the fee. The park owner shall not retroactively bill the park residents for any unbilled fees covering any period of time longer than 12 months prior to the date of retroactive billing. The park owner shall not charge late fees or any other charges on the payment of any retroactively billed registration fees if the Park Resident Registration Fee Portion is paid by the residents within the time allowed by this sub-paragraph but may charge a Registration Late Fee if paid thereafter. .

5. Except as otherwise provided in the Ordinance or this Rule, no other charges, fees, penalties, fines or payments of any kind shall be charged to, imposed on, or demanded or collected from any resident of any regulated space in connection with any registration fee, nonpayment of registration fee and/or late payment of any registration fee.

6. In each annual and updated registration statement and rent schedule filed with the City, the park owner shall list the amounts billed to and collected from each regulated space for the Park Resident Registration Fee Portion, Registration Late Fee, and any retroactively billed Park Resident Registration Fees, for the period covered by the registration statement and rent schedule, in accordance with the City-approved forms.

5.4 Complete Information Required.

The park owner shall submit all information and documentation required by the City-approved registration form. If the RA determines that the registration form is incomplete, or indicates a possible violation of the Ordinance, the RA shall have the authority to request any additional information or documentation from the owner. No registration shall be deemed complete until the RA issues a written determination to the owner that the owner submitted all information required by this chapter. Within thirty (30) days after a registration form is submitted, the RA shall either notify the owner that the registration form is complete or notify the owner of the additional information or documentation required in order to complete the registration process.

5.5 Failure to Pay Registration Fee; Delinquent Registration

A park owner who fails to comply with the registration provisions outlined in Section 9.05.060 of the Ordinance or this Chapter, including but not limited to a failure to submit the complete annual registration form or a failure to pay the required registration fee, shall not be entitled to charge, collect, retain, or apply for any rent

increase permitted by the CMC. A park owner shall not be eligible for an Annual Increase unless his/her park is registered as required by the Ordinance and this Chapter, and the park owner is current on payment of his/her monthly registration fees required by CMC Section 9.05060(F) and Rule 5.3. No petition for a Capital Improvement Rent Increase, Special Rent Increase or Temporary Rent Increase shall be filed with the City until the park owner receives written confirmation from the RA that the park's registration statement(s) and payment of the park's monthly registration fees are current, as required by the Ordinance and these Rules. This provision shall not apply to any park exempt from the Ordinance pursuant to State law.

No Capital Improvement Rent Increase, Special Rent Increase or Temporary Rent Increase shall be approved by the City unless the park owner is currently registered and current on payment of his/her monthly registration fees as required by CMC Section 9.05.060 and Chapter 5 of these Rules.

CHAPTER 6 – PERMITTED ANNUAL RENT INCREASES

6.1 Definitions. In addition to the definitions set forth in Chapter 2, the following definitions shall be used in determining an Annual Increase under Section 9.05.080 of the Ordinance and this Chapter:

A. "Annual Increase" or "Permitted Annual Increase" means an Annual Increase in space rent based on eighty percent (80%) of the increase in the CPI over the prior twelve (12) months.

B. "Current space rent" means the space rent in effect for a space as of the date of issuance of a notice of rent increase based on an Annual Increase determined in accordance with this Chapter.

6.2 Procedures for Determination of Annual Increase

Except as otherwise provided in the Ordinance, a park owner may increase the rent on a mobilehome space once every twelve (12) months by 80% of the increase in the CPI during the preceding twelve (12) months.

6.3 Eligibility. A park owner shall not be eligible for an Annual Increase for any regulated space in his/her park unless (i) the park is currently registered with the City and otherwise in compliance with these Rules and the Ordinance, and (ii) the space has not received a rent increase or other increase in rent during the preceding twelve months.

6.4 Determination of CPI Indexing Figure. In determining an Annual Increase under CMC Section 9.05.080, the park owner shall comply with the following requirements.

A. Rent Administrator Provision of CPI Indexing Figure. Management shall obtain the CPI from the U.S. Department of Labor, Bureau of Labor Statistics, and shall use the CPI most recently available to determine the CPI Indexing Figure under this Chapter. Management may contact the Rent Administrator to confirm the applicable CPI Indexing Figure to be used in calculating the Annual Increase.

B. Explanation of Rent Increase. The notice of rent increase issued to any park resident shall include an explanation of the method and calculations by which the rent increase was determined under this Rule.

6.5 Rent Schedule. Pursuant to CMC Section 9.05.08(D), concurrently with issuance of the notice of rent increase to the affected residents, management shall file a rent schedule with the Rent Administrator, in accordance with the following requirements:

A. **Form.** The rent schedule shall be consistent with the form approved by the City and shall be accompanied by a declaration under penalty of perjury under the laws of the State of California, certifying that the information contained in the schedule is true and correct.

B. **Contents.** The schedule shall contain all of the following information:

1. The name of the park..

2. The complete name of the park owner, and if ownership changed during the prior twelve months, the full name, business address, mailing address of the new owner, and the date of the current owner's purchase or acquisition of the park.

3. A list of all spaces to be subject to the proposed Annual Increase.

4. The date of the last rent increase imposed for each space, and the reason and type of rent increase. If the last rent increase charged was based upon a rent increase authorized under the Ordinance, the schedule shall specify the type of rent increase, the applicable section or subsection under the Ordinance, the effective date of approval of the rent increase, the methodology used, and the amount of the rent increase approved by the City and/or pursuant to the Ordinance. If the last rent increase charged was based on a Vacancy Increase, the schedule shall specify the method by which the Vacancy Increase and the applicable reason under CMC Section 9.05.070 and provide any supporting documentation. If the last rent increase charged was based on a-lease or rental exempt from this chapter pursuant to CMC Section 9.05.020(A), the schedule shall specify the method by which the rent increase was determined based on the lease and provide supporting documentation.

5. A list of all spaces subject to the Annual Increase.

6. The rent currently being charged for each affected space as of the date of service of the notice of rent increase.

7. The amount of the proposed Annual Increase, and the method and calculation by which the proposed Annual Increase for each space was determined under Subsection (B) of this Rule 6.5.

8. The proposed new rent for each space is based on the proposed Annual Increase.

6.6 Protest by Park Residents.

A. **Form.** The Rent Administrator may adopt a form for use by park residents in filing a protest to any proposed Annual Increase. Use of the form shall be optional, so long as the protest is in writing, and all information requested by the form is contained in the written protest.

B. **Contents**. A protest shall include the following information:

1. The name, address and telephone number of the resident filing the protest. If the protest is filed by a resident representative, the protest shall also include the full name, address, and telephone number of the resident representative..

2. The grounds for the protest, including the specific Ordinance or Rules provision(s) allegedly violated by the park owner, the factual basis for the protest, and the documentation supporting the protest.

3. Proof of service of the protest on the park owner by personal delivery or mailing by first-class mail, postage pre-paid, to the last known business address for management.

4. A declaration under penalty of perjury under the laws of the State of California that the information contained in the protest is true and correct.

6.7 Rent Administrator Action and Determination.

A. Upon receipt of the protest, the Rent Administrator shall serve management with written notice of receipt of the resident protest, along with a copy of the protest.

B. In reviewing a protest filed by the park resident(s), the Rent Administrator may request such additional information and/or documentation from the park owner or park residents as the Rent Administrator determines may be necessary to resolve the protest. The Rent Administrator's decision shall include findings pursuant to CMC Section 9.05.080(H).

C. Within thirty (30) days of receipt of the protest, the Rent Administrator shall send a copy of his/her written decision by first-class mail, postage prepaid, to management and to each resident or other interested person who filed the protest. The Rent Administrator's decision shall be effective upon deposit of the decision in the U.S. Mail.

6.8 Notice of Annual Increase to Residents.

A park owner shall notify the residents affected by the Annual Increase in accordance with State Law. A park owner shall not notice an Annual Increase prior to prior to filing the rent schedule with the City, but such may occur concurrently.

6.9 Spaces Previously Exempt under Civil Code Section 798.17.

In the event that a space was previously exempt from the Ordinance under a lease or other long-term rental agreement pursuant to California Civil Code Section 798.17, upon expiration or termination of the exempt lease or rental agreement the base space rent, for purposes of calculating the Annual Increase, shall be the rent in effect as of the date of expiration of the exempt lease or other rental agreement, and the previously exempt space shall thereafter be subject to all provisions of the Ordinance and these Rules.

6.10 Vacancy Increases.

In addition to the information set forth in Rule 6.5, the park owner shall also include the following information regarding Vacancy Increases in the park rent schedule or updated schedule filed with the City:

A. Parks Subject to CMC Section 9.05.070(A)

For any regulated park, or portion thereof, subject to CMC Section 9.05.070(A), the park owner shall include all Vacancy Increases imposed on any spaces exempt from the Ordinance in the park rent schedule or updated park rent schedule filed with the City pursuant to CMC Section 9.05.060.

B. Parks Subject to CMC Section 9.05.070(B)

For any regulated parks subject to CMC Section 9.05.070(B), the park owner shall include all Vacancy Increases imposed on any park owner-owned mobile homes, or any mobile homes moved onto a vacant space, in the park rent schedule or updated park rent schedule filed with the City pursuant to CMC Section 9.05.060.

CHAPTER 7 - PETITION FOR SPECIAL RENT INCREASE TO PROVIDE A FAIR RETURN

7.1 Fair Return

It is the intent of the Ordinance to establish rents at a level which will provide park owners with a fair and reasonable return while protecting the residents from excessive rent increases.

7.2 Petition Form and Filing Fee

All petitions for a Special Rent Increase pursuant to CMC Sections 9.05.100 and 9.05.110 must be submitted, in accordance with the requirements set forth in this

Chapter and Chapter 8 of these Rules.

7.3 Maintenance of Net Operating Income ("MNOI") Petition

An owner who believes the Annual Increases provided by the Ordinance are not sufficient to provide him/her with a fair return, may apply to the City Rent Administrator for a rent increase for the park on the ground that an additional rent increase is necessary to allow the park owner to maintain net operating income ("MNOI") in accordance with CMC Section 9.05.100(A) through (D). A petition for an increase under these provisions shall hereinafter be referred to as a "Petition For MNOI Increase" or "MNOI Petition".

A. **Complete Petition Required.** An MNOI Petition shall not be deemed complete unless the Park Owner submits a Petition as required by the Ordinance and these Rules, including all information and documentation required by the Petition form, and payment in full of the filing fee and any applicable deposit(s).

B. **Definitions.** For purposes of Special Rent Increase proceedings under CMC Sections 9.05.100 and 9.05.110, and this Chapter, the following definitions shall be used:

1. "Base Year": Base Year shall be determined in accordance with CMC Section 9.05.100(B)(1).

a. Examples of Base Year Determination

Example #1 ("Base Year" under CMC Section 9.05.100(B)(1)(a)): Green Park files a petition for a Special Rent Increase under CMC 9.05.100(D) for the first time in 2012. The "Base Year" is the fiscal year commencing July 1, 1991 and ending June 30, 1992 (or "fiscal year 1991/1992").

Example #2 ("Base Year" under CMC Section 9.05.100(B)(1)(b)): Blue Park obtained approval of a Special Rent Increase under CMC Section 9.05.100(D) for the first time in 2006. Calendar year 2005 was the "current year" used in determining the Special Rent Increase in the 2006 petition. In 2013, Blue Park petitions for another Special Rent Increase under CMC Section 9.05.100(D). The "Base Year" to be used to evaluate the 2013 petition is calendar year 2005.

Example #3 ("Base Year under CMC Section 9.05.100(B)(1)(b)): Red Park filed a petition for a Special Rent Increase under CMC Section 9.05.100(D) in 2003, which was denied by the City. Calendar year 2002 was the "Current Year" in the 2003 petition. In 2014, Red Park files another petition for a Special Rent Increase under CMC Section 9.05.100(D). The "Base Year" to be used to evaluate the 2014 petition is fiscal year 1991/1992.

2. "Base Year CPI": The Base Year CPI shall be determined in accordance with CMC Section 9.05.100(B)(2).

   a. Examples of "Base Year CPI"

      Example #1 (Base Year CPI under CMC Section 9.05.100(B)(2)(a)): The "Base Year CPI" for purposes of calculating an initial MNOI Rent Increase under CMC Section 9.05.100(D) or 9.05.100(E) and this Chapter shall be 146.2.

      Example #2 (Base Year CPI under CMC Section 9.05.100(B)(2)(b)): Blue Park obtained approval of a special rent increase under CMC Section 9.05.100(D) for the first time in 2006. Calendar year 2005 was the "current year" used in determining the Special Rent Increase in the 2006 petition, and the "current year CPI" used in evaluating the 2006 petition was 211.1. In 2013, Blue Park petitions for another Special Rent Increase under CMC Section 9.05.100(D). The "Base Year CPI" to be used in evaluating the 2013 petition is 211.1.

      Example #3 (Base Year CPI under CMC Section 9.05.100(B)(2)(b)): Red Park filed a petition for a Special Rent Increase under CMC Section 9.05.100(D) in 2003, which was denied by the City. Calendar year 2002 was the "Current Year" in the 2003 petition, and the Current Year CPI was 212.5. In 2014, Red Park files another petition for a Special Rent Increase under CMC Section 9.05.100(D). The "Base Year CPI" to be used in evaluating the 2014 petition is 146.2.

   b. The Rent Administrator shall be responsible for determining the Base Year CPI.

3. "Comparable park" shall have the meaning set forth in CMC Section 9.05.100(B)(3).

4. "Current Year" shall have the meaning set forth in CMC Section 9.05.100(B)(4).

5. "Current Year CPI" or "Current CPI" shall have the meaning set forth in CMC Section 9.05.100(B)(5). The Rent Administrator shall be responsible for determining the Current CPI.

6. "Gross Income" or "GI" includes all income categories set forth in CMC Section 9.05.100(B)(6)..

   a. Utility services: In accordance with CMC Section 9.05.100(B)(6)(d), gross income shall not include any income from utility service(s) if the rates are subject to PUC jurisdiction,

unless the utility income is attributable solely to use of the common areas and documentation is provided which separates the common area utility services income from any income attributable to the provision of the utility service to the individual mobile homes).

7. [Blank].

8. "Net Operating Income" or "NOI" means Gross Income less Operating Expenses.

9. "Operating Expenses" includes all operating expense categories identified in CMC Section 9.05.100(B)(7), and subject to the following additional requirements:

   a. Management expenses pursuant to CMC Section 9.05.100(B)(7)(b) shall be subject to the following)::

      (i) As provided in CMC Section 9.05.100(B)(7)(b), management expenses which have not increased by more than the CPI since the Base Year, or which are the same percentage of gross income in the Base Year and in the Current Year, are presumed to be reasonable; provided that, management or park residents may rebut this presumption by clear and convincing evidence. Rebuttal evidence may include but is not limited to evidence that the fees are exceptionally high by industry standards and/or exceptionally high relative to the value of the services provided or by evidence that the level of management services has increased or decreased since the Base Year.

      (ii) In the event that documentation of actual Base Year management expenses is not available, Base Year management expenses shall be estimated by taking the Current Year management expenses and decreasing them downward according to the change in CPI between the Base Year and the Current Year, as modified by any increases based on the difference between owner-managed and contracted-managed expenses in the park between the Base Year and Current Year, unless the petitioner establishes by a preponderance of evidence that management expenses increased from the Base Year to the Current Year at a higher rate despite prudent management;

      (iii) Allowable legal expenses may be included in accordance with Paragraph (k), below; plus,

b. Normal repair and maintenance expense pursuant to CMC Section 9.05.100(B)(7)(c).

c. Utility expenses: If the utility service is regulated by the PUC, only that portion of the utility expenses solely attributable to the operation, maintenance, and repairs to the Park's common areas may be included in Operating Expenses, and only if all of the following requirements are met:

(i) The common area utility expenses are not subject to PUC regulation (including but not limited to any submeter discount);

(ii) The common area utility expenses are separated from the utility expenses attributable to the provision of utility services to the individual mobile homes and for individual homeowner usage;

(iii) The petitioner provides documentation demonstrating, based on a preponderance of evidence, that the utility expenses relate solely to maintenance, repair and/or provision of common area utility service; and

(iv) In determining whether a preponderance of evidence exists under Subparagraph (3), the mere fact that there is an excess or differential between the amount charged to a petitioner by the utility for total usage for the park, and the amount charged to the park owner by the utility for individual mobile homes and/or individual park resident usage, shall not be sufficient to meet the park owner's burden of proof that the excess or differential represents common area utility expense; plus

d. Owner-performed labor pursuant to CMC Section 9.05.100(B)(7)(d): Eligible owner-performed labor shall be included only upon a satisfactory showing of the date, time and nature of the work performed, and hourly rate allowed pursuant to CMC Section 9.05.100(B)(7)(d), through credible and reliable documentation that demonstrates the hours and nature of services provided. Labor which has not increased by more than the CPI since the Base Year, or which is the same percentage of gross income in the Base Year and Current Year, is presumed to be reasonable, unless rebutted by clear and convincing evidence as provided in Subparagraph(b)(1) of this Rule 7.3(B)(9); plus,

e. Amortized capital improvements and major repairs with a total cost of more than $100.00 per year per benefitted space pursuant to CMC Section 9.05.100(B)(7)(g). When the useful life of the improvement or major repair is at least five years, an

interest cost of the lesser of current prime rate plus 1% per annum or the actual interest rate incurred by the park owner for the improvement or major repair may be added. In those cases where the owner finances the capital improvement or a part thereof with his/her own funds, interest at the current prime rate plus 1% per annum, computed over a reasonable amount of time shall be included for the portion self-financed, as a part of the capital improvement cost. In determining the reasonable amount of time over which interest shall be allowed the RA shall be guided by the current practices of state and federally charted banks and/or savings and loan associations as to the length of time for repayment of improvement loans, provided, however, that the time shall not exceed the amortization period determined by the RA and used in calculating the allowable capital improvement rent increase. The factors set forth in Chapter 10, Rule 10.2 and the amortization periods set forth in Appendix "A" of these Rules shall be used in determining whether an expense qualifies as a capital improvement under this provision and the proposed amortization period and interest rate; plus

f. Insurance, based on the amount of the annual insurance premium; plus

g. Operating supplies, such as janitorial supplies, gardening supplies, stationery, and similar items; plus

h. Allowable legal expenses: Eligibility of legal expenses shall be determined in accordance with CMC Section 9.05.100(B)(9) to the extent not otherwise precluded by this Chapter.

D. Reasonableness of Operating Expenses.

1. All operating expenses shall be reasonable, and the park owner shall have the burden of proving the reasonableness of all of the claimed operating expenses. Whenever a particular expense exceeds the normal industry or other comparable standard, the park owner shall bear the burden of providing the reasonableness of the expense. To the extent that the Hearing Officer finds any such expense to be unreasonable, the Hearing Officer shall adjust the expense to reflect the normal industry or other comparable standard..

2. When an expense item for a particular year:

a. is not representative, or

b. in the case of base year expenses, is not a reasonable representation of average expenditures for that item in the years preceding and following the base year, or

c. in the current year expenses, is not a reasonable projection of future expenditures for that item,

said expense shall be averaged with expense levels for other years or amortized or adjusted by the CPI or some other reasonable methodology in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison between the recurring level of the expense(s) in the base year and current year.

E. **Schedule of Increases in Operating Expenses.** Where scheduling of rental increases, or other calculations, require projections of income and expenses because actual data is not available, it shall be presumed that operating expenses, exclusive of property taxes~~,~~ and management expenses, increase at the rate of the increase in the CPI for the applicable year; that property taxes increase at two percent (2%) per year; and that management expenses~~,~~ increase or decrease in the same percentage as the change in CPI between the Base Year and Current Year. These presumptions may be rebutted by clear and convincing evidence.

F. **Presumption of Base Year Net Operating Income**. For the purposes of evaluating an MNOI Petition, it shall be presumed in the absence of evidence to the contrary presented~~,~~ pursuant to Rule 7.5 of this chapter, that the NOI earned by the mobile home park in Base Fiscal Year July 1, 1992 ending June 30, 1992 provided a just and reasonable return to the park.

G. **Method of Calculation of MNOI Increase.** The MNOI increase for the park under Section 9.05.100(D) of the Ordinance and this Chapter shall be calculated as follows:

1. Determination of Base Year NOI.

a. The Gross Income for the Base Year (or "Base Year GI") for all spaces in the park, and the Operating Expenses for the Base Year (or "Base Year OE") for all spaces in the park, shall each be calculated. The Base Year OE shall be subtracted from the Base Year GI, and the difference shall be known as the Base Year Net Operating Income (or "Base Year NOI") for the park. As used herein, "all spaces in the park" means all leased, vacant and month-to-month spaces in the park.

b. Method of Calculation of Rent Increase upon Changed Vacancy Rate. In the event that there has been an increase of more than three percent in the vacancy rate in the park since the Base Year and the park owner fails to demonstrate that the vacancy rate is beyond his/her control, the City finds that it would be contrary to the purposes of rent stabilization to authorize additional rent increases for occupied spaces in order to offset reductions in income due to those increased vacancies. In effect, allowing additional rent increases for occupied spaces because there are

more vacant spaces in a park would allow park owners to obtain higher rents from existing tenants, than it is possible to obtain from the prospective residents, whose homes are still "mobile" and whose options have not been restricted by the process of moving into the park. Therefore, in the event that there has been an increase of more than three percent in the vacancy rate in the park since the base year, calculations of base year and current year operating expenses may be adjusted by the Board so that a reasonable comparison of the expenses and charges associated with rented spaces is obtained for the purpose of comparing Base Year and Current Year operating expenses and to adjust for variations in operating expenses due to the increased vacancy rate.

2. **Determination of Current Year NOI**. The Gross Income for the Current Year (or "Current Year GI") for all spaces in the park shall be calculated., and the Operating Expenses for the Current Year (or "Current Year OE") for all spaces in the park, shall be calculated. The Current Year OE shall then be subtracted from the Current Year GI and the difference shall be known as the Current Year Net Operating Income (or "Current Year NOI") for the park. As used herein, "all spaces in the park" means all leased, vacant and month-to-month spaces in the park.

3. **Determination of Current Year NOI Entitlement**. The Base Year CPI shall be subtracted from the Current Year CPI, and the difference shall be multiplied by 100. The product shall then be divided by the Base Year CPI to identify the percentage change in the CPI. The percentage change in the CPI shall then be multiplied by 80%. The product of this calculation shall then be multiplied by the Base Year NOI as determined in Rule 7.3(G)(2). The product of this calculation shall then be added to the Base Year NOI. The resulting sum shall be known as the "Park Current Year NOI Entitlement."

4. **Determination of Park's MNOI Increase**. The Current Year NOI shall then be subtracted from the Park Current Year NOI Entitlement. The positive difference is the amount of the maximum allowed MNOI increase for the park (or "the Park MNOI increase"). If the difference is zero or a negative number, then the park owner is not entitled to an MNOI increase.

5. **Method of Allocation of the Park MNOI Increase for Month-to-Month Spaces**. A prorated amount of the Park MNOI Increase shall be allocated and charged to the individual month-to-month spaces, in accordance with the following provisions.

   a. Except as otherwise provided in Subparagraph (b) of this Rule 7.3(G)(5), the Park MNOI Increase shall first increase be allocated among all spaces in the park, including month-to-month, vacant and leased spaces. Provided that, no rent

increase shall be added to any space rent for any exempt space or vacant space.

b. To allocate the Park MNOI Increase to regulated spaces, the allocation should be made by multiplying the Park MNOI Increase (calculated pursuant to Subsection (G)(4) of this Rule 7.3), above, by a fraction which is the number of regulated rental months divided by the total annual rental months for the park.

(i) Leased spaces shall continue to pay the space rent required pursuant to their individual leases.

(ii) Vacant spaces shall continue to be assigned the space rent that was in effect immediately preceding the vacancy, except as otherwise provided by Section 9.05.070 of the Ordinance.

H. **Notice of MNOI Increase.** An MNOI Increase is a rent increase which must be noticed in accordance with State Law.

I. **Park Owner Did Not Own Subject Property in 1991/1992 Base Year**. If the park owner did not own the park in the 1991/1992 Base Year, the following rules shall apply in determining Base Year Operating Expenses.

1. The Base Year Operating Expenses shall be determined based upon the previous owner's actual expenses for that year as determined by the Board pursuant to Section (B) of this Rule 7.3. Where actual figures are unavailable, the Board may consider actual Operating Expenses for the petitioner's first calendar year of ownership, discounted to the 1991/1992 Base Year by the schedule in Rule 7.3(E).

2. Subsection (1) does not apply to a park owner who refuses to provide documents and information on the ground that it is unnecessary, unreasonably burdensome or irrelevant.

7.4 MNOI Increase Pursuant to Readjusted to July 1, 1991 to June 30, 1992 NOI

A. **Rebutting the Presumption of a Fair Return in the July 1, 1991 to June 30, 1992 Base Year**. Section 9.05.100(A) of the Ordinance provides that, in the absence of evidence to the contrary, it shall be presumed that the NOI for fiscal year July 1, 1991 through June 30, 1992 (or "1992 NOI") provided a fair return. Section 9.05.100(E) of the Ordinance provides that the owner may rebut this presumption by presenting evidence that the park's 1992 NOI was insufficient to provide a fair return based on one or more of the following circumstances:

1. Operating expenses were unusually high despite prudent business practices. Evidence that unusual repairs were required, an uninsured loss occurred or that the park was unable to perform necessary repairs or maintenance in prior years resulting in unusually high expenses in

July 1, 1991 to June 30, 1992 could be used to establish this circumstance. In this circumstance, the calculation of the park's 1992 NOI may be adjusted by substituting the average of the park's operating expenses over a reasonable time or the average operating expenses in comparable parks in July 1, 1991 to June 30, 1992 for the park's actual July 1, 1991 to June 30, 1992 operating expenses..

2. Gross income was disproportionately low from July 1, 1991 to June 30, 1992 despite prudent business practices. Evidence of a large number of vacancies arising from evictions for cause under State law or the voluntary removal of homes from a park could be used to establish this circumstance. This circumstance might also arise during the initial years of a park's operation before it has been filled. In this circumstance, the calculation of the July 1, 1991 to June 30, 1992 NOI may be adjusted by adding the difference between actual July 1, 1991 to June 30, 1992 gross income and that which would have been earned, but for this circumstance to the park's July 1, 1991 to June 30, 1992 gross income.

3. The rent during July 1, 1991 to June 30, 1992 was lower than rent in comparable parks during July 1, 1991 to June 30, 1992. Evidence that there were no rent increases during July 1, 1991 to June 30, 1992 or rents were not established in arm's-length transactions and rents were below those in comparable parks because lower or fewer increases had been imposed in a park than in comparable parks during July 1, 1991 to June 30, 1992 or prior years could be used to establish this circumstance. In this circumstance, the calculation of the July 1, 1991 to June 30, 1992 NOI may be adjusted by increasing rental income from those spaces which were charged lower rent by the difference between the rents actually charged in the park and the rents charged in comparable parks during July 1, 1991 to June 30, 1992.

4. Capital improvements were made occurring July 1, 1991 to June 30, 1992 but were not reflected in rent increases collected in July 1, 1991 to June 30, 1992. Evidence that the improvement is completed and operational and evidence of the cost incurred is required to establish this circumstance. In this circumstance, the calculation of the 1992 NOI may be adjusted by adding to the park's gross income the amount of the additional annual revenue which would have been received if a rent increase equal to the cost of the improvement divided by its useful life and divided by the number of spaces had been charged during each month of July 1, 1991 to June 30, 1992.

5. The 1992 NOI was not sufficient to provide a just and reasonable return. Evidence of the investment in the park, the return earned on that investment, the purchase price of the park and its net operating income in July 1, 1991 to June 30, 1992, prior and subsequent years, and the same information for comparable parks could be used to establish this circumstance. In this circumstance, the calculation of the 1992 NOI shall be adjusted by adding to the park's July 1, 1991 to June 30, 1992

gross income, the amount of rental income required to provide a just and reasonable return on investment in July 1, 1991 to June 30, 1992.

B. **Eligibility.** A park owner shall be eligible to apply for a Special Rent Increase under Section 9.05.100(E) of the Ordinance and this Rule only if the subject park has never received a Special Rent Increase under Section 9.05.100(D) or (E) of the Ordinance (or any predecessor ordinance(s).) If the City has previously granted a Special Rent Increase to the Park under Section 9.05.100(D) or (E) of the Ordinance, the subject park shall not be eligible for a MNOI rent increase pursuant to this Rule 7.4.

C. **Burden of Proof.** In order to qualify for an MNOI Rent Increase based on a readjustment to the 1992 NOI under CMC Section 9.05.100(E) and this Rule, the owner shall have the burden of proving the existence of one of the circumstances enumerated in Section (A), above and of providing reliable, credible evidence of the rents, operating expenses, gross income, NOI, purchase price, and return on investment at the park and comparable parks or of the capital improvement costs which are necessary to make the appropriate adjustment to the 1992 NOI. In reviewing the evidence and comparing rents, gross income, operating expenses, NOI and return on investment at the park with those at comparable parks, the term "comparable park" shall have the meaning set forth in Rule 7.3(B)(3).

7.5 Petition for Special Rent Increase Based on Fair Return Provision

In accordance with CMC Section 9.05.100(F) and this Rule 7.5, a park owner may rebut the presumption that the rent increase calculations provided by Rules 7.3 and/or 7.4 are sufficient to provide a just and reasonable return by presenting evidence that the rate of return being earned by the mobile home park is not just and reasonable.

A. **Burden of Proof.** The park owner shall have the burden of proving the park is not earning a just and reasonable return.

B. **Relevant Evidence.** In determining whether a park owner is entitled to a Special Rent Increase under CMC Section 9.05.100(F) and this Rule 7.5, the Hearing Officer shall consider all relevant evidence, including but not limited to:

1. The purchase price of the park;.

2. The NOI of the park at the time of purchase;

3. Any capital improvements made in the park by the owner;

4. The park's current income and expenses and income and expenses for the past 5 years;

5. The return earned by the park;

6. The return earned by comparable residential rental enterprises with

commensurate risks and benefits;

7. The return earned by comparable mobile home parks measured by the "capitalization rate" (or "cap rate") of those parks determined by dividing a park's net operating income by its purchase price; and

8. The mobile home park's pattern of income and expenses over each of the past five years, including any unavoidable increases or decreases in maintenance, repairs and other operating expenses (including but expressly not limited to deferred maintenance or substantial deterioration in the mobile home park other than as the result of normal wear and tear).

C. **Hearing Officer Determination.** Any written determination by the Hearing Officer that the park owner is entitled to a Special Rent Increase under this Rule 7.5 shall set forth all facts and circumstances supporting the Special Rent Increase granted, and the documentation upon which the Hearing Officer's decision is based.

7.6 Allowable Rent Increases and Petitions Following Special Rent Increase

Following approval of a Special Rent Increase by the Hearing Officer under CMC Section 9.05.100 and this Chapter, a park owner shall not apply for an Annual Increase pursuant to Section 9.05.080 of the Ordinance and Chapter 6 of these Administrative Rules, until the expiration of at least twelve (12) months following the approval of the Special Rent Increase. A park owner may apply for Capital Improvement Rent Increase at any time following approval of the Special Rent Increase.

CHAPTER 8 – SPECIAL RENT INCREASE PUBLIC HEARING PROCESS

8.1 General Petition Requirements

The Petition for a Special Rent Increase under Section 9.05.100 of the Ordinance and Chapter 7 of these Rules, shall be submitted along with the filing fee in accordance with CMC Section 9.05.110 and the requirements set forth in this Chapter.

A. **Form.** The City has prepared forms for use in seeking or opposing a Special Rent Increase, including a Petition form, affidavits, declarations and notices. Park owners are encouraged to use the City-approved documents. Although use of the City-approved forms is not mandatory, a petitioner shall provide all information and documentation required by the City-approved forms. Failure to provide all information and documentation required by the City and/or filing fee may result in a determination by the RA that the Petition is not complete.

B. **Content of Petition.**

1. In accordance with CMC Section 9.05.110(D), the Petition shall include

all of the following and also comply with all other requirements of this Chapter:

a. The filing fee as established by the City.

b. The space numbers and names, addresses and telephone numbers of all affected residents.

c. The current rent of the affected spaces.

d. For any exempt space, an explanation of the basis of the exemption and all supporting documentation.

e. The proposed rent increase and the proposed new rent for each space.

f. The calculations and detailed explanation of the methodology used in determining the proposed MNOI rent increase, rent increase based on readjusted base year NOI, or fair return rent increase, under CMC Section 9.05.100 and Chapter 7 of these Rules.

g. All proofs of service and posting and affidavit as required by Subsections (D) through (G) of this Rule.

All documents, records and other information supporting the petitioner's calculations and contentions. shall be attached to and shall become part of the Petition.

C. **Format.** All pages of the Petition form and supporting documentation must be paginated; and all supporting documentation must be marked to correspond to the related section and page of the Petition form. Seven (7) copies of the Petition and all supporting documentation and records, including but not limited to, proofs of service and posting and affidavits, must be filed with the Rent Administrator, along with an electronic copy of the Petition and supporting documents and records, and two sets of stamped envelopes addressed to the affected residents. All copies shall be identical. Documentation submitted shall be correlated by the petitioner to the order set forth in the Petition instructions, so that the Rent Administrator, the Hearing Officer and the residents may ascertain the portion of the Petition to which any set of documentation pertains. Failure to do so may result in a determination by the Rent Administrator that the Petition is not complete.

D. **Service on Opposing Party.** In accordance with CMC Section 9.05.110(F), prior to or concurrently with filing the Petition with the city, the petitioner shall:

1. Serve a copy of the Petition on the designated park resident representative, along with proof of service.

2. Serve notice of filing of the Petition on each affected resident in the park, along with proof of service, in accordance with the City-approved notice form by personally delivering the notice to the residents, or by mailing the notice to each resident by first-class mail, postage prepaid.

The petitioner shall also include a copy of the proofs of service with the petition filed with the City.

E. **Maintenance of Copies of Complete Petition at Park.** Four complete copies of the Petition, and any additional information or documentation filed by the petitioner during the review and processing of the Petition, shall be maintained at the park until issuance of a final decision by the City on the Petition, in accordance with CMC Section 9.05.110(E).

F. **Posting Requirements.** Notice of filing of the Petition, and any information or documentation filed by the petitioner during the review and processing of the Petition by the City, shall be posted by the petitioner in the park in accordance with CMC Section 9.05.110(E).

G. **Affidavit or Declaration Under Penalty of Perjury.** The Petition shall include an affidavit of or declaration in accordance with the City-approved form, signed by the petitioner under penalty of perjury under the laws of the State of California, certifying that:

1. The petitioner complied with each of the service and posting requirements of Sections (A) through (E) of this Rule; and

2. All representations and information set forth in the Petition are true and correct.

8.2 Filing Fee

A. **City Council Action.** The Petition for Special Rent Increase shall be accompanied by the filing fee established by resolution of the City Council. The filing fee shall be used to offset the costs incurred for staff time, time incurred by experts retained by the City to evaluate the petition, and postage and duplication.

B. **Additional Fee.** If the City determines that Staff will incur additional time and expert costs to evaluate the petition, the petitioner shall be required to submit any additional deposit(s) deemed necessary to cover the additional costs. The City Council may modify the filing fee by resolution from time to time, and any such modification shall be incorporated herein by this reference on the date of adoption of the City Council Resolution.

C. **Failure to Pay Filing Fee.** The petitioner must pay the initial filing fee with his/her Petition in order for the Petition to be deemed complete, in addition to any other requirements of this chapter. Any additional fee required by the City

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must be paid at least sixty days prior to the public hearing before the Board.

8.3 Requirement for Submittal of Complete Petition.

A park owner who seeks a Special Rent Increase shall submit a complete Petition, in accordance with Chapter 7 and the following requirements.

A. **Documentation.** As used in this Rule 8.3, "documentation" or "document" includes, but shall not be limited to, invoices, cancelled checks, spreadsheets, profit and loss statements, general ledgers, balance sheets, account books, bank statements, deeds, title reports, appraisals, audits, rent statements, bills, receipts, insurance policies and certificates, journals, logs, contracts, bank statements, notes, memoranda and any other instrument of any kind, in written, recorded or electronic form, that supports or documents any claimed income or expense category.

B. **MNOI Rent Increase under Section 9.05.100(D) of the Ordinance.** In addition to the requirements set forth in Rules 8.1 and 8.2, a Petition for an MNOI Rent Increase under Section 9.05.100(D) of the Ordinance and Rule 7.3 shall be required to contain all information and documentation establishing the following for all spaces in the Park:

1. The park's income and operating expenses incurred in the Base Year;

2. Capital improvements made by the park owner in the Base Year;

3 The park's income and operating expenses incurred in the Current Year;

4. Capital improvements made by the park owner in the Current Year;

5. The park's income and expenses in each of the last five (5) years;

6. If the subject park previously received approval of a Special Rent Increase pursuant to CMC Section 9.05.100 and 9.05.110 of the Ordinance (or any predecessor ordinance), the park's income and operating expenses since its last Special Rent Increase;

7. All information and documentation required by Rule 8.1;

8. All information and documentation required by Rule 8.3(E); and

9. Such other information and documentation as determined by the Rent Administrator as necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to an MNOI rent increase under CMC Section 9.05.100(D) and Rule 7.3 of Chapter 7.

C. **MNOI Rent Increase based on readjusted Base Year NOI under Section 9.05.100(E) of the Ordinance.** A Petition for an MNOI Rent Increase under Section 9.05.100(E) of the Ordinance and Rule 7.4, shall be required to contain

all information and documentation set forth in Rules 8.1, 8.2 and 8.3(A), above. The park owner shall also submit all such additional information and documentation for all spaces in the park, as follows:

1. For a petition filed under Rule 7.4(A)(1), the factual basis and supporting evidence for the owner's contention that the park's base year operating expenses were unusually high or low despite prudent business practices;

2. For a petition filed under Rule 7.4(A)(2), the factual basis and supporting evidence establishing that the park's Gross Income was disproportionately low during July 1, 1991 to June 30, 1992 despite prudent business practices;

3. For a petition filed under Rule 7.4(A)(3), the factual basis and supporting evidence for the owner's contention that rents during the base year were lower than rents in comparable parks because the rents were not established in an arm's-length transaction;

4. For a petition filed under Rule 7.4(A)(4), the factual basis and supporting evidence for the owner's contention that capital improvements that were made in the base year but were not reflected in rent increases collected during the base year;

5. For a petition filed under Rule 7.4(A)(5), the factual basis and supporting evidence for the owner's contention that the NOI for fiscal year 1991/1992 was not sufficient to provide a just and reasonable return, including but expressly not limited to: the park's purchase price and NOI at the time of purchase; improvements made after purchase of the park, before and during the base year; the park's income, expenses and NOI in the Base Year, the park's income and expenses for the preceding 5 years; the return being earned; the cap rates of comparable mobile home parks; the return being earned by other residential real estate investments with comparable risks and benefits in the Base Year;

6. All information and documentation required by Rule 8.1;

7. All information and documentation required by Rule 8.3(E); and

8. Such other information and documentation determined by the Rent Administrator to be necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to an MNOI Rent Increase under any of the factors listed in CMC Section 9.05.100(E) and Rule 7.4 of Chapter 7.

D. **Fair Return Increase under Section 9.05.100(F) of the Ordinance.** A Petition for a Fair Return Rent Increase under Section 9.05.100(F) of the Ordinance and Rule 7.5 shall be required to contain all information and documentation set forth in Rules 8.1, 8.2 and 8.3(A), above. The park owner

shall also submit all information and documentation to establish the following:

1. The purchase price paid by the owner for the park;.

2. The park's NOI or cap rate (as defined in Rule 7.5(B)(7)) at the time of purchase;

3. The park's income and expenses for the current year for all spaces in the park;

4. The park's income and expenses in each of the last five (5) years for all spaces in the park;

5. The park's income and expenses for all spaces in the park at the time of its last Special Rent Increase to provide a fair return granted under Section 9.05.100 of the Ordinance (or any predecessor ordinance(s)), and every year since that time;

6. All capital improvements made by the owner in the base year for the park, and since the date of purchase or the date of the last Special Rent Increase;

7. The park's current cap rate and the cap rate for comparable mobile home parks;

8. The return earned by comparable residential rental enterprises with commensurate risks and benefits;

9. All information and documentation that supports the owner's contention that the return earned by the mobile home park is not just and reasonable; and

10. All information and documentation required by Rule 8.1; and

11. All information and documentation required by Rule 8.3(E); and

12. Such other information and documentation determined by the Rent Administrator to be necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a Fair Return Increase under Section 9.05.100(F) of the Ordinance and Rule 7.6.

E. **Filing Preconditions.** In addition to the requirements set forth in Rule 8.3(B), (C) and (D), all Petitions for Special Rent Increases filed under CMC Section 9.05.100(D), (E) and/or (F) shall comply with the following additional requirements.

1. A Petition for an MNOI Rent Increase under CMC Section 9.05.100(D) may be submitted without a Petition for an MNOI Rent Increase based

on a re-adjustment to the Base Year NOI under CMC Section 9.05.100(E) or (F). A Petition for an MNOI Rent Increase based on a re-adjustment to the Base Year NOI under CMC Section 9.05.100(E) cannot be submitted without a Petition for an MNOI Rent Increase under CMC Section 9.05.100(D). A Petition for a Fair Return Rent Increase under CMC Section 9.05.100(F) cannot be submitted unless accompanied by a Petition for an MNOI Rent Increase under CMC Section 9.05.100(D) and/or (E). A Petition for Special Rent Increase which does not comply with this Section (D)(1) of this Rule shall be deemed incomplete.

2. A Petition for a Special Rent Increase under CMC Section 9.05.100(D), (E) and/or (F) and Rules 7.3, 7.4 and/or 7.5 of these Rules shall also include complete information and supporting documentation establishing all of the following:

a. Annual Increases. To the extent not included in the registration statements and/or rent schedules on file with the City, the petitioner shall provide the following Annual Increase information and supporting documentation with the Petition:

(i) A list of each Annual Increases imposed by the park owner under Section 9.05.080 of the Ordinance for the Base Year, including the amount of each Annual Increase, the affected space(s), and the implementation date(s), and space rent charged before and after the implementation of the Annual Increase;

(ii) A list of each Annual Increases imposed by the owner under Section 9.05.080 of the Ordinance for each of the years since the Base Year and up to and including the Current Year, the affected space(s), the implementation date(s), and the space rent charged before and after implementation of the Annual Increase; and

(iii) A list of each Annual Increases for which the owner has issued a notice of rent increase under State law but which has not yet become due and payable by the affected residents as of the date of filing of the Petition for Special Increase with the City, the affected space(s), the space rent before the proposed rent increase; the proposed space rent after implementation of the Annual Increase; and the proposed implementation date of each Annual Increase.

b. Exempt Spaces. To the extent not included in the registration statements and/or rent schedules on file with the City, the petitioner shall provide the following exempt space information and supporting documentation with the Petition:

(i) For all spaces exempt from the Ordinance pursuant to CMC Section 9.05.020(A) during the Base Year: a list of all exempt spaces; the space rent charged for each exempt space; the utilities, housing services and amenities included in the space rent for each exempt space; the utilities, housing services and amenities charged separately from the space rent for each space; and the commencement date and expiration date of the exempt lease or other rental agreement;

(ii) For all spaces that were exempt at any time during the Current Year pursuant to CMC Section 9.05.020(A) but which are month-to-month spaces as of the date of the Petition: a list of all exempt spaces, the space rent charged for each exempt space; the utilities, housing services and amenities included in the space rent for each exempt space; the utilities, housing services and amenities charged separately from the space rent for each space; the commencement date and expiration date of the exempt lease or other rental agreement; and the monthly space rent initially imposed as of the lease expiration date; and

(iii) For all spaces exempt pursuant to CMC Section 9.05.020(A) as of the date of filing the complete Petition: a list of all exempt spaces; the space rent charged for each exempt space; the utilities, housing services and amenities included in the space rent for each exempt space; the utilities, housing services and amenities charged separately from the space rent for each space; the commencement date and expiration date of the exempt lease or other rental agreement.

c. Vacant Spaces. To the extent not already included in the registration statements and/or rent schedules on file with the City pursuant to Chapter 5 of these Rules, the petitioner shall provide the following information and supporting documentation with the Petition for vacant spaces:

(i) A list of each rent increase (including any vacancy increase) imposed by the park owner for the Base Year, including the amount of each increase, the affected space(s), and the implementation date(s), space rent charged before and after the implementation of the increase, and utilities, housing services and amenities included in the space rent and charged separately from the space rent;

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(ii) A list of each rent increase (including any vacancy increase) imposed by the owner for each of the years since the Base Year and up to and including the Current Year, the affected space(s), the implementation date(s), the space rent charged before and after implementation of the increase, and the utilities, housing services and amenities included in the space rent and charged separately from the space rent; and

(iii) A list of each rent increase (including any vacancy increase) for which the owner has issued a notice of rent increase under State law but which has not yet become due and payable by the affected residents as of the date of filing of the Petition for Special Increase with the City, the affected space(s), the space rent before the proposed rent increase, the proposed space rent after implementation of the increase, the utilities, housing services and amenities included in the space rent and charged separately from the space rent, and the proposed implementation date of each increase.

d. Park Ownership and Management Changes If ownership or management of the park changed during the Current Year, or since submittal of the most recent Annual Registration Statement, the petitioner shall provide the following information and supporting documentation with the Petition:

(i) The date of change of ownership of the park; and the full name and all other information for the new park owner required by Chapter 5.

(ii) The date of change of management; and the full name and other information required for the park manager required by Chapter 5. As used herein, "management" includes both on-site and off-site management.

e. Park-Owned and/or Management-Owned Mobile Homes. To the extent not included in the Initial or any Annual Registration Statements and/or rent schedule filed with the City, the petitioner shall provide the following information and supporting documentation regarding mobile homes owned, rented, leased or used by management with the Petition:

(i) A list of all mobile homes owned, rented, leased or used by the park owner or management during the Base Year, during the Current Year, and as of the date of filing of the Petition, including the date each space became owned , rented, leased or used by the park owner or management; space rent; the utilities, housing services and amenities

included in the space rent; the utilities, housing services and amenities charged separately from the space rent; and

(ii) Such information and documentation shall be separately provided for each time period.

8.4 Rent Administrator Authority

Upon receipt of the Petition, the Rent Administrator shall review the Petition and determine whether the Petition is complete in accordance with the following provisions.

A. **Notification to Park Owner.** The Rent Administrator shall determine whether the Petition contains all information and documentation required by CMC Sections 9.05.100 and 9.05.110 and these Rules. Not later than thirty (30) days after the Petition was filed with the City, the Rent Administrator shall send written notice to the petitioner, informing him/her whether the Petition is complete.

B. **Procedures Upon Determination that Petition is Incomplete.**

1. If the Rent Administrator determines that the Petition is incomplete, the notice sent by the Rent Administrator shall include a list of the information and documentation required under CMC Sections 9.05.100 and 9.05.110 and these Rules in order for the Petition to be deemed complete.

2. The petitioner shall have thirty (30) days to submit the additional information or documentation set forth in the notice. The Rent Administrator may extend this 30-day period for up to an additional 30 days upon a request by the petitioner prior to the expiration of the initial 30-day period that such additional time is needed for the petitioner to obtain and submit the additional documentation.

3. Upon expiration of the thirty-day period (or the additional period of time as extended by the Rent Administrator), the petition shall thereafter be set for hearing before the Hearing Oficer. If the petitioner failed to submit the additional information or documentation requested by the Rent Administrator to deem the petition complete, the Rent Administrator shall serve written notice on the park residents and designated park resident representative that the Petition has been filed with the City but that it is incomplete, and that the failure of the petitioner to submit a complete petition may be considered by the Hearing Officer in determining whether the petitioner met its burden of proof for a Special Rent Increase. The notice shall be issued in accordance with Section 9.05.110 of the Ordinance and these Rules. The Rent

Administrator shall thereafter schedule the public hearing on the merits of the Petition before the Hearing Officer in accordance with CMC Section 9.05.100 and this Rule 8.4.

4. The scheduling of an incomplete petition for consideration by the Hearing Officer shall not constitute any finding by the Rent Administrator or the Hearing Officer that the petition is complete. In reviewing an incomplete Petition, the Hearing Officer may consider the failure of the petitioner to submit a complete petition in evaluating whether the petitioner met its burden of proof that petitioner is entitled to a Special Rent Increase.

C. **Procedures Upon Determination that Petition is Complete.**

1. Upon the City's determination that a Petition is complete in accordance with these Rules, the Rent Administrator shall serve written notice on the park residents and designated park resident representative that the Petition has been filed with the City, in accordance with CMC Section 9.05.110 and these Rules. The Rent Administrator shall thereafter schedule the public hearing on the merits of the Petition before the Hearing Officer.

2. Any determination by the Rent Administrator that a Petition is complete pursuant to this Rule 8.4 shall not constitute any finding by the Rent Administrator that the petitioner has met his/her/its burden of proof that the petitioner is entitled to a Special Rent Increase.

3. Any determination by the Rent Administrator that a Petition is complete pursuant to this Rule 8.4 shall not preclude the Hearing Officer from requesting or directing that the petitioner provide any additional information or documentation at or during the public hearing on the Petition itself, in order for the Hearing Officer to reach a decision on the merits of the Petition for a Special Rent Increase.

8.5 Protest in Response or Opposition to Petition for Special Rent Increase.

Any person wishing to submit any written opposition or response to a Petition for a Special Rent Increase shall submit a written protest that complies with all the following requirements.

A. **Form.** The City has prepared forms for use in opposing or responding to a petition for Special Rent Increase, including a Protest form, affidavits, declarations and notices. Persons responding to or opposing a petition are encouraged to use the City-approved documents. Although use of the City-approved forms is not mandatory, any person filing a Protest with the City shall provide all information and documentation required by the City-approved forms, relevant to the basis for the Protest to the Petition, as required by the Protest form and as further provided in these Rules.

B. **Format.** Any person submitting a Protest shall submit at least seven (7) copies of the written opposition or response to the Rent Administrator, including all affidavits, declarations, notices and supporting documentation, along with an electronic copy, not later than the twentieth (20th) day following the date of the notice served upon the park residents that the petition was filed and has been declared complete by the City. All pages of the Protest form and supporting documentation must be paginated; and all supporting documentation must be marked to correspond to the related section and page of the Protest form. Documentation submitted shall be correlated to the order set forth in the Protest form instructions, so that the Rent Administrator, the Hearing Officer and the residents may ascertain the portion of the Protest to which any set of documentation pertains.

C. **Service on Park Owner.** Upon receipt of Protest by the City, the Rent Administrator shall serve a copy of the Protest upon the park owner.

D. **Affidavit or Declaration Under Penalty of Perjury.** The Protest shall also include an affidavit of or declaration in accordance with the City-approved form, signed by the person submitting the Protest, under penalty of perjury under the laws of the State of California, certifying that:

1. The person filing the protest served a copy of the Protest on the petitioner and the petitioner's representative as required by this Rule; and.

2. All representations and information set forth in, and documentation submitted with, the Protest are true and correct.

8.6 Public Hearings before the Mobile Home Park Rent Stabilization Hearing Officer

The following procedural rules shall apply to all public hearings before the Hearing Officer on Petitions for Special Rent Increase except as otherwise expressly provided. All other requirements of Chapter 4 shall also apply to such public hearings, where not inconsistent with the provisions of this Rule 8.6.

A. **Duties of Presiding Officer**. During a public hearing, the Hearing Officer shall have the authority to:

1. Administer oaths and affirmations;

2. State each question coming before the Board, announce all decisions of the Board on all subjects, and control the course of the hearing;

3. Rule on procedural requests; and

4. Take such other actions as are authorized by the Ordinance, these Administrative Rules, and any other duly adopted ordinances, resolutions, rules and regulations of the City Council and/or the Board pursuant to the Ordinance.

5. The functions of the Hearing Officer shall be performed in an impartial manner.

B. **Legal Counsel Representation and Participation.**

1. All parties may be, but are not required to be, represented by legal counsel during Special Rent Increase hearings and appeals..

2. City staff may be assisted and advised by legal counsel in connection with review and evaluation of the petition and may be assisted by legal counsel in presentation of City Staff's recommendations to the Hearing Officer.

3. The Hearing Officer shall rule on offers of proof and receive relevant evidence and make any necessary evidentiary rulings.

C. **Rules of Evidence**.

1. Format of Documentation. The documents and records submitted in support of the petition must be legible, reproducible, organized and presented in a manner appropriate and acceptable by reasonable accounting standards and appraisal standards, where applicable. The calculation of the proposed rent increase and the supporting material must be certified by a certified public accountant as accurate and computed in the same manner as books and records kept for income tax purposes. Upon request of the Hearing Officer, the petitioner shall be required to show to the Hearing Officer the original document from which any photocopy was made and all documents, papers, or written memoranda which support or are evidence of claimed expenses of any nature. Failure to comply with these provisions shall be good and sufficient cause to deny the petition..

2. Rights of Petitioner and Other Interested Persons. Representatives of the City, representatives of the petitioner, representatives of the residents of the petitioning mobile home park, and any other interested person, party or entity, shall have these rights during any public hearing to consider a Petition for Special Rent Increase:

   a. To call and examine witnesses.

   b. To introduce exhibits.

   c. To discuss evidence directly with the Hearing Officer without an attorney

   d. To cross-examine opposing witnesses on any matter relevant to the issues contained in the petition even though the matter was not covered on direct examination.

e. To impeach any witness regardless of which party first called the witness to testify.

f. To rebut the evidence against him/her.

3. Oath. All testimony offered by any person at the public hearing shall be under oath, in accordance with Section 4.12.

4. Hearsay and Privileges. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant and credible evidence, as defined in these Administrative Rules, shall be admitted by the Hearing Officer if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence of objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in-and-of-itself to support a finding unless it would be admissible over objections in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. The evidence received shall be relevant to the specific rental increase, which is the subject of the petition, as provided in Subsections 5 through 11, below.

5. Relevancy Requirement.

a. Notwithstanding the provisions of Subsection 4, above, all evidence in the form of testimony and written documents pertaining to any petition being considered at the public hearing must be relevant to determine whether a park owner is entitled to an increase in rents pursuant to the Capital Improvement Rent Increase, Special Rent Increase, and/or Temporary Rent Increase provisions of the Ordinance and these Administrative Rules.

b. All evidence, whether it be in the form of oral testimony or written documents, which is not relevant to enable the Hearing Officer to determine whether a park owner is entitled to the increase being sought in the petition, under the operation of the Ordinance and these Administrative Rules, shall be excluded by the Hearing Officer from his/her consideration in reaching a decision on the rent increase petition.

c. Except as provided elsewhere in these Administrative Rules, or as provided in the Ordinance, the Hearing Officer shall hear all offered testimony and receive all offered documentary evidence relevant to determine whether the particular rent increase petition

shall be granted under the Ordinance and these Administrative Rules.

6. Evidence Outside the Hearing. The provisions of Rule 4.10 all apply to all hearings on Special Rent Increases.

7. Submission of Evidence Not Previously Reviewed by Staff. All petitioners for Special Rent Increases, and all persons filing a protest to any petition for a rent increase, shall comply with the time deadlines set forth in CMC Section 9.05.110, and in Rule 4.8 and this Chapter 8 concerning the submission of any documents and other written evidence in support of or in opposition to any petition.

   a. The Hearing Officer shall not accept as evidence written or documentary materials that were not submitted within the timelines specified in the Ordinance and these Rules unless good cause is shown why the materials could not have been submitted earlier.

   b. If the Hearing Officer determines that good cause has been shown the materials shall be accepted into evidence during the public hearing, subject to further examination of witnesses by the parties to the hearing. Any such materials that are accepted shall be provided to all parties and a recess shall be called to allow the opposing party or parties and the Hearing Officer time to review the new materials. If the new materials that are accepted are extensive or if the Hearing Officer determines the opposing party would be prejudiced unless allowed time to analyze the new materials and prepare a response, the hearing shall be continued.

   c. If good cause is not shown, the materials will become part of the official record but will not be considered by the Hearing Officer during any public hearing or during any appeal to the City Council

   d. Nothing in this Subsection shall preclude oral testimony by any person at the public hearing on any Petition for a Capital Improvement Rent Increase, Special Rent Increase and/or Temporary Rent Increase.

8. Requests for Production of Evidence. The Hearing Officer or Staff may request the attendance of witnesses and/or the production of books or other documents by proponents, opponents or other interested parties during the course of the hearing or any other matter pending before the Hearing Officer(including at any point in time after a Petition has been filed) if: (a) the evidence or testimony sought would be helpful or necessary to the Hearing Officer's determination as to whether the petitioner is entitled to the relief requested; or (b) the evidence or

testimony would be helpful or necessary to the Hearing Officer's exercise of its powers or duties..

9. Unavailability of Evidence. If any evidence or testimony requested by the Hearing Officer or staff is not available at the time of the hearing or other proceeding before the Hearing Officer, the hearing or other proceeding may be continued by the Hearing Officer pursuant to Section (D) of this Rule to allow time for the production of evidence or witnesses sought.

10. Rights of Hearing Officer. During the public hearing, the Hearing Officer, staff's legal counsel, representatives of the petitioner, and representatives of the park residents shall have the right to question any witness and examine any document proposed to be admitted into, or admitted into, evidence by the Hearing Officer at the public hearing.

D. **Continuances**. Any hearing being held or noticed or ordered to be held by the Hearing Officer may, be continued to another date and time upon the consent of the petitioner and the opponents, or upon a finding of good cause by the Hearing officer. A copy of the order or notice of continuance shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the continuance; provided that, if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance shall be posted outside the meeting room immediately following the meeting at which the order of continuance was made.

E. **Quantum of Proof and Evidentiary Standard.** The petitioner shall have the burden of proving entitlement to the rent increase sought. The decision of the Hearing Officer shall be supported by substantial evidence in light of the entire record of the proceedings. Evidence is substantial when it is relevant, credible and reliable and provides enough information, together with the reasonable inferences from that information, to support a conclusion even though other conclusions might also be reached. No decision may be supported solely by heresy evidence.

F. **Decision**. The Hearing Officer shall consider all evidence properly presented in accordance with the Ordinance, these Administrative Rules, and any supplemental rules adopted by the City Council and shall articulate, during the Hearing Officer's deliberation at the public hearing, his/her findings of fact, reasoning and conclusions for their decision on all issues. Following the conclusion of the public hearing, the Hearing Officer shall issue a written decision or determination concerning the petition, which shall include findings of fact and conclusions based upon those findings of fact. The decision shall include the determination of the maximum allowable rent for each affected mobile home space, if any, and such other terms and conditions deemed necessary by the Hearing Officer to implement its decision. No decision shall be deemed final by the Hearing Officer until issuance and service of its written decision or determination by the City in accordance with Subsection (G) of this

Rule.

G. **Service of Hearing Officer's Decision.** Upon issuance of the Hearing Officer's written decision pursuant to Subsection (F) of this Rule, the Rent Administrator shall serve, by first-class mail, postage prepaid, a copy of the Hearing Officer's decision, along with an affidavit of mailing, on: the petitioner, the petitioner's designated representative, the designated park resident representative, and all affected residents, along with an affidavit of mailing. Service shall be completed upon deposit of the written decision in the U.S. Mail.

CHAPTER 9 – APPEALS TO THE CITY COUNCIL

9.1 Appeals

Either party may appeal any final decision of the Hearing Officer granting or denying a Capital Improvement Rent Increase, Special Rent Increase, and/or Temporary Rent Increase, to the City Council pursuant to CMC Section 9.05.120 and this chapter.

9.2 General Requirements

A. **Deadline to Appeal.** The deadline to file an appeal is not later than the fifteenth (15th) day after the resolution of the Hearing Officer's decision has been deposited in the mail by the Rent Administrator, in accordance with Rule 8.7(G). The written appeal, and appeal fee, shall be filed with the Rent Administrator.

B. **Form of Appeal.** The City has prepared forms for use in filing an appeal, including an appeal form, affidavits, declarations and notices. Appellants are encouraged to use the City-approved forms. Although use of the City-approved forms is not mandatory, any person filing an appeal shall provide all information and documentation required by the City-approved forms.

C. **Number and Format.** The appellant shall submit at least eight (8) typed or printed copies of the Appeal to the City, including all supporting documentation, and proofs of service, posting and affidavit, along with the appeal filing fee and an electronic copy of the appeal (including all supporting documentation, proofs of service, postings and affidavits). All pages of the appeal form and supporting documentation must be paginated; and all supporting documentation must be marked to indicate what section and page of the appeal form to which they pertain.

D. **Service on Opposing Party.** Prior to or concurrently with filing the appeal with the City, the appellant shall serve a complete copy of the appeal on the designated representative of each opposing party and shall concurrently serve a notice of filing of the appeal on each opposing party.

E. **Maintenance of Appeal At Park by Park Owner.** Prior to or concurrently with the filing of the appeal by the park owner with the City, the park owner shall

place a complete copy of the appeal in the park clubhouse and park office, for inspection and review by the opposing party(is) and designated representative(s) during business hours. A copy of the appeal shall be maintained at each location until the City Council issues a final decision on the appeal. If the appellant is a park resident or park resident representative, the park owner shall designate at least one location where a copy of the appeal may be maintained for inspection by the park owner and park residents until the City Council issues its final decision on the appeal.

F. **Posting Requirements.** The notices posted by the appellant pursuant to CMC Section 9.05.120(C) shall inform the opposing party(is) that an appeal has been filed with the City~~;~~. The notice shall comply with the City-approved form.

1. If the appellant is the park owner, the notice shall further informing the opposing party(ies) that a complete copy of the appeal will be maintained in the clubhouse and park office (or other location if the appeal is filed by a park resident) and shall be accessible to the opposing party(is) and designated representatives during business hours of the park, for review and inspection.

2. If the appellant is a park resident (or park resident representative), the notice shall further inform the opposing party(ies) and other residents of the name, address and location where a copy of the appeal may be inspected at the park, and that a copy of the appeal may also be reviewed at City Hall. Management shall permit the posting of notice by park residents (or park resident representatives) pursuant to this section in the park office and clubhouse in areas normally made available for posting of resident notices, until issuance of a final decision by the city on the appeal.

G. **Affidavit or Declaration under Penalty of Perjury.** The appeal shall include an affidavit of or declaration, signed by the appellant under penalty of perjury under the laws of the State of California, in accordance with the City-approved form, certifying that:

1. The appellant complied with all notice and posting requirements of Sections (D) through (F) of this Rule 9.2.

2. All representations and information set forth in the appeal are true and correct.

H. **Proof of Service.** The City will provide a proof of service form for use by appellants in pursuing an appeal, or opposition to any appeal. No appeal shall be deemed filed until the appeal, the proof of service of the appeal, notice and supporting documentation, and appeal fee, have been deposited with the Rent Administrator.

9.3 Exclusion of New Evidence at Appeal Hearing

No appellant, or any person opposing or responding to any appeal, shall submit any verbal or documentary evidence of any kind whatsoever that is not part of the record of proceedings that was considered by the Hearing Officer. As used herein, the term "record of proceedings" means the written staff reports, exhibits, reports, protests and oral testimony which were admitted into evidence and considered by the Hearing Officer during the public hearing on the petition, minutes, and the verbatim transcripts of the proceedings before the Hearing Officer, and the Hearing Officer's written decision containing his/her findings of fact and legal conclusions.

9.4 Appeal Fee

The fee for the appeal shall be determined as follows:

A. The appeal fee to the City Council shall be in accordance with the fee established from time to time by resolution of the City Council and shall include the actual costs of the staff and expert time, plus the actual costs of preparation of the transcripts of the Hearing Officer's proceedings from which the appeal is made.

B. Within five (5) days of receipt of the appeal from the appellant, the Rent Administrator shall estimate the cost of preparation of the transcripts from the public hearing and shall notify the appellant that a deposit in the amount of the estimated transcript costs shall be required in order to deem the appeal complete.

C. The appellant shall be required to deposit the appeal fee and the estimated cost of the public hearing transcripts to the Rent Administrator within five (5) days of notification of the costs by the Rent Administrator. Failure to timely deposit the costs of the appeal with the Rent Administrator shall result in dismissal of the appeal. If there is more than one appellant, each party shall pay the full appeal fee, but the costs of the public hearing transcript shall be split equally between the parties and paid by the parties in order for the appeal to be scheduled for hearing.

9.5 City Council Authority

In reviewing an appeal from the Hearing Officer's decision on a Petition for Special Rent Increase and/or Temporary Rent Increase under Section 9.05.110 of the Ordinance, or from a decision of the Hearing Officer on an appeal of a RA decision on a Petition for Capital Improvement Rent Increase, and the provisions of this Chapter 9, the City Council shall:

A. Limit the City Council's review to the record of the public hearing proceedings, including the Hearing Officer's Decision (including his/her findings of fact and legal conclusions), , the verbatim transcripts of proceedings before the Hearing Officer, and the staff reports, exhibits, reports, and other materials which were admitted into evidence by the Hearing Officer during the hearing. No new

verbal or documentary evidence of any kind that was not included in the record of proceedings may be admitted or considered by the City Council during the appeal. The City Council may (but is not required to) provide guidelines for submission of written briefs, and shall permit limited oral argument on certain issues or all issues decided by the Hearing Officer for consideration by the City Council;

B. Determine whether, in light of the record, "substantial evidence" exists in the Record to support the Hearing Officer's decision;

C. Determine whether the findings set forth in the Resolution, which is the subject of the appeal, are supported by the evidence;

D. Determine, based upon the City Council's independent judgment, whether the Hearing Officer's actions and decision were undertaken in accordance with CMC Chapter 9.05, and these Rules, and whether the Hearing Officer's interpretation of any pertinent section of the Ordinance or Rules was reasonable and consistent with the purposes and intent of the Ordinance;

E. Uphold the decision of the Hearing Officer if the City Council determines that all of the findings required by Sections (B), (C) and (D) this Rule 9.5 may be made. If the City Council is unable to make all of the findings required by Sections (B), (C) and (D) of this Rule 9.5, the City Council may either decide the matter differently or refer it back to the Hearing Officer with directions for further consideration by the Hearing Officer;

F. Make any further findings and determinations, which the City Council determines to be reasonable and necessary in deciding the appeal.

At all times, the City Council shall be guided by, and subject to, the provisions of CMC Chapter 9.05 in considering and determining any appeal.

9.6 City Council Decision

Within forty-five (45) days of commencement of the appeal hearing, the City Council shall memorialize its decision in a written resolution, and submit its decision to the City Clerk, who shall thereafter serve a copy of the decision in accordance with CMC Section 9.05.120(H). Service shall be completed upon deposit of the City Council's written decision in the U.S. Mail.

9.7 Statute of Limitations

As provided in CMC Section 9.05.170, any legal challenge to a final determination issued by the City Council pursuant to CMC Chapter 9.05 and Rule 9.8, granting or denying an appeal regarding the Hearing Officer's decision on a Petition for Capital Improvement Rent Increase, Special Rent Increase, and/or Temporary Rent Increase, must be filed within ninety (90) days of the service of the City Council's decision under CMC Section 9.05.120(H), or such other time deadline established by California Code of Civil Procedure Section 1094.6 as it presently exists or may be

amended from time to time.

CHAPTER 10 – PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

10.1 Purpose

The purpose of this Chapter is to provide procedures for submittal of petitions for approval of a Capital Improvement Rent Increase pursuant to Section 9.05.090 of the Ordinance.

10.2 Scope of Capital Improvements; Amortization

A. **Definition.** "Capital improvements" means the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which:

1. Consist of more than ordinary maintenance or repairs, .

2. Have a useful life of at least five (5) years or are necessary for the health and safety of the park, its residents or its neighbors, and

3. either:

a. Have a total cost of less than $100.00 per year per benefitted unit, or

b. Have a total cost of more than $100.00 per year per benefitted space, provided such costs are amortized on a straight-line basis over the life of the improvement.

B. **Interest.** When the useful life of the improvement is at least five years, an interest cost of the lesser of (i) the current prime rate plus 1% per annum, or (ii) the actual interest cost incurred by the park owner, may be added.

C. Non-exclusivity. Nothing in this chapter shall prohibit a park owner from performing a capital improvement if the park owner chooses not to apply for a rent increase under the provisions of the Ordinance and this chapter.

D. Examples

1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurrying of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance..

2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvement. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines,

water lines and gas lines constitute capital improvements.

3. Addition of new facilities in a park, such as a new office or utility room, cable television service, a sauna, a Jacuzzi or an addition to a recreation room, are also examples of capital improvements.

4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washer and dryers installed for the use of residents cannot be the basis for the capital improvement rent increase if residents must pay to use them.

5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.

10.3 Calculation of Allowable Increases

Straight-line depreciation based on the useful/amortizable life of an improvement shall be used to calculate the allowable capital improvement rent increase for the proposed improvement. "Useful/amortizable life" shall mean that period of time during which a particular improvement will (in the opinion of professionals such as architects, engineers, contractors, accountants) remain functional with only ordinary maintenance and/or repairs. The Rent Administrator shall evaluate the useful/amortizable life of an improvement for which a capital improvement rent increase is sought. To apply straight-line depreciation in calculating the allowable rent increase, the Rent Administrator shall divide the total cost of the improvement by its useful/amortizable life and then divide the result of that calculation by twelve and then by the number of spaces in the park.

For example, the allowable capital improvement rent increase for a street replacement costing $10,000 and having a useful/amortizable life of ten (10) years is calculated as follows:

$10,000.00
---------- = $1,000.00 annual amortization.
10 years

$1,000.00
---------- = $ 83.33 monthly amortization cost.
12 months

$ 83.33
---------- = $ 2.78 monthly rent increase per space for 10 years.
30 spaces

000121

10.4 Amortization

Capital improvements shall be amortized in accordance with Schedule 10.4, attached as Appendix "A" to these Rules, or in accordance with any useful life table utilized by the Internal Revenue Service. However, in general, a capital improvement should not be amortized over a period which would yield a monthly per space increase over ten percent (10%). In such a case, a longer amortization period may be appropriate. The percent increase represented by a particular capital improvement rent increase shall be calculated by dividing the proposed capital improvement rent increase by the amount of the existing base rent. Thus, in the case of the above street replacement example, the percent increase is calculated as follows:

$$\frac{\$\ 2.78\ \text{(proposed capital improvement rent increase)}}{\$\ 130.00\ \text{(existing base rent)}} = 2.1\%\ \text{increase}$$

10.5 Cost of the Capital Improvement

The petitioner shall provide documentary evidence of the actual cost incurred for the capital improvement. The cost thereof shall include the interest expense incurred on money borrowed to pay for the capital improvement. In those cases where the owner finances the capital improvement or a part thereof with his/her own funds, interest at the current prime rate plus 1% per annum computed over a reasonable amount of time shall be included as a part of the capital improvement cost for the portion of such cost financed with the owner's own funds. In determining the reasonable amount of time over which interest shall be allowed the Rent Administrator shall be guided by the current practices of state and federally charted banks and/or savings and loan associations as to the length of time for repayment of improvement loans, provided, however, that the time shall not exceed the amortization period determined by the Rent Administrator and used in calculating the allowable capital improvement rent increase.

10.6 Improvements Necessary for Health and Safety

Examples of such improvements include, but are not limited to:

A. Replacement of plumbing, electrical, gas and sewer lines necessary to conform to City and State ordinances, statutes, codes and regulations and maintain habitability standards and;

B. Replacement of roads which have become dangerous and are necessary for ingress, egress and safe vehicular and pedestrian movement within a park.

C. Replacement of an amenity such as a swimming pool is not a capital improvement necessary for health and safety, but such an amenity must be shut down if it becomes unsafe, dangerous or fails to conform to health and safety regulations.

10.7 Petition Requirements.

A Petition for Capital Improvement Rent Increase shall be submitted in accordance with the following requirements.

A. **Form.** The City has prepared forms for use in seeking or opposing a Capital Improvement Rent Increase, including a Petition form, affidavits, declarations and notices. Park owners are encouraged to use the City-approved documents. Although use of the City-approved forms is not mandatory, a petitioner shall provide all information and documentation required by the City-approved forms. Failure to provide all information and documentation required by the City forms may result in a determination by the Rent Administrator that the Petition is not complete.

B. **Format.** All pages of the Petition form and supporting documentation must be paginated; and all supporting documentation must be marked to correspond to the related section and page of the Petition form. All copies shall be identical. Documentation submitted shall be correlated by the petitioner to the order set forth in the Petition instructions, so that the Rent Administrator, the Hearing Officer and the residents may ascertain the portion of the Petition to which any set of documentation pertains. Failure to do so may result in a determination by the Rent Administrator that the Petition is not complete.

C. **Service on Opposing Party.** Prior to or concurrently with filing the Petition with the City, the petitioner shall:

1. Serve a copy of the Petition on the designated park resident representative, along with proof of service.

2. Serve notice of filing of the Petition on each affected resident in the park, along with proof of service, in accordance with the City-approved notice form by personally delivering the notice to the residents, or by mailing the notice to each resident by first-class mail, postage prepaid.

D. **Maintenance of Copies of Complete Petition at Park.** Management shall maintain complete copies of the Petition, and any additional information or documentation submitted to the City during review of the Petition, at the park for inspection and copying by the park residents until issuance of a final decision by the City, in accordance with CMC Section 9.05.110(E) and Rule 8.1(D).

E. **Posting Requirements.** Prior to or concurrently with filing the Petition with the City, the petitioner shall also post a notice of the Petition in the park office and clubhouse, in publicly accessible areas, in accordance with CMC Section 9.05.110(E) and Rule 8.1(E).

F. **Affidavit or Declaration Under Penalty of Perjury.** The Petition shall include an affidavit of or declaration in accordance with the City-approved form, signed

by the petitioner under penalty of perjury under the laws of the State of California, certifying that:

1. The petitioner complied with each of the service and posting requirements of Sections (A) through (E) of this Rule; and .

2. All representations and information set forth in the Petition are true and correct.

10.8 Filing Fee.

A. **Payment of Filing Fee.** The Petition for Capital Improvement Rent Increase shall be accompanied by the filing fee established by resolution of the City Council, by check or money order made payable to the City of Calimesa, or by cash.

B. **Amount of Fee.** The initial filing fee deposit for a Petition for a Capital Improvement Rent Increase shall be set by the City Council by resolution from time to time. If the City determines that Staff will incur additional time and expert costs to evaluate the petition, the petitioner shall be required to submit any additional deposit(s) deemed necessary to cover the additional costs. The City Council may modify the filing fee by resolution from time to time, and any such modification shall be incorporated herein by this reference on the date of adoption of the City Council Resolution.

C. **Failure to Pay Filing Fee.** The petitioner must pay the initial filing fee with his/her Petition in order for the Petition to be deemed complete, in addition to any other requirements of this chapter. Any additional fee required by the City must be paid at least sixty days prior to the public hearing before the Board, or the hearing shall be cancelled.

10.9 Requirement for Complete Petition.

A park owner who seeks a Capital Improvement Rent Increase shall submit a complete Petition in accordance with Chapter 7 and the following requirements.

A. **Definition.** As used in this Rule 8.3, "documentation" or "document" includes, but shall not be limited to, invoices, cancelled checks, spreadsheets, profit and loss statements, general ledgers, balance sheets, account books, bank statements, deeds, title reports, appraisals, audits, rent statements, bills, receipts, insurance policies and certificates, journals, logs, contracts, bank statements, notes, memoranda and any other instrument of any kind, in written, recorded or electronic form, that supports or documents the claimed capital improvement, including but expressly not limited to, the need and reasons for the work; the factual basis for the Petitioner's contention that the work constitutes a capital improvement under the Ordinance and this Chapter; the cost of construction and/or installation of the claimed capital improvement, the method and amount of financing incurred by Petitioner in carrying out the claimed capital improvement; and any and all other information and

documentation supporting any contentions or allegation s of the Petition.

B. **Required Information and Documentation.** A Petition for a Capital Improvement Rent Increase under Section 9.05.090 of the Ordinance and this Chapter shall be required to contain all information and documentation establishing the following in order to be deemed complete:

1. The specific need or reasons for the capital improvement, and all supporting documentation; .

2. The specific facts and reasons why the work, construction or improvement satisfies the definition of a capital improvement as set forth in CMC Section 9.05.030 and this Chapter and all supporting documentation;

3. If the petitioner contends that the work, construction or improvement was necessary for health and safety reasons, the specific health and safety reasons for the capital improvement, and all supporting documentation

4. All documentation demonstrating that the resident meeting and resident vote took place, including but not limited to, the notice of resident meeting, proof of service of the notice of resident meeting on all residents, the ballot submitted to the residents, and the election results;

5. All documentation establishing that all necessary governmental approvals, permits and approvals were obtained to carry out and complete the capital improvement;

6. The cost of the capital improvement, and each element thereof, and all supporting documentation;

7. The type and cost of any interest or other financing of the capital improvement, the method for determining the financing cost, and all supporting documentation (whether financed by a third party of self-financed by the owner), and all supporting documentation

8. The proposed amortization period, the basis or method for determining the amortization period, any interest included as a result of the amortization period, and all supporting documentation;

9. An updated Registration Statement reflecting any changes in the park since the filing of the prior Registration Statement, as follows:

   a. Changes in Status of Spaces. Any change in status of a space as month-to-month, exempt, or vacant space;

   b. Changes in Space Rents. Any change in space rents for any month-to-month space, including increases or decreases in rent;

changes in the utilities, housing services and amenities included in the space rent for each space; and changes in the utilities, housing services and amenities charged separately from the space rent for each space;

c. Park-Owned and/or Management-Owned Mobile Homes. Changes in the status of mobile homes from homes owned by tenants to homes owned, rented, leased or used by management; and the current space rent; the utilities, housing services and amenities included in the space rent; the utilities, housing services and amenities charged separately from the space rent; and

d. Park Ownership and Management Changes. Any change in park ownership or management.

10. Annual Increases. To the extent not reflected in the Registration Statements and/or rent schedules on file with the City, all of the following information and supporting documentation:.

a. Any Annual Increases imposed by the park owner under Section 9.05.080 of the Ordinance during the 12 months immediately preceding the submittal of the Petition, including the amount of the Annual Increase(s); the space(s) subject to each Annual Increase; and the date(s) that such Annual Increase(s) was imposed by the owner; and

b. Any Annual Increases for which the owner has issued a notice of rent increase under State law but which has not yet become due and payable by the affected residents as of the filing of the Petition, including the amount of the Annual Increase, the spaces subject to the Annual Increase; and the dates that such Annual Increase was imposed by the owner.

11. All information and documentation required by Rule 10.7(E) and 10.7(F); and.

12. Such other information and documentation as determined by the Rent Administrator as necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a Capital Improvement rent increase under Section 9.05.090 of the Ordinance and this Chapter.

10.10 Rent Administrator Authority.

Upon receipt of the Petition for Capital Improvement Rent Increase, the Rent Administrator shall review the Petition and determine whether the Petition is complete in accordance with the following provisions.

A. **Notification to Park Owner.** The Rent Administrator shall determine whether the Petition contains all information and documentation required by CMC Sections 9.05.090 and 9.05.110 and these Rules. Not later than thirty (30) days after the Petition was filed with the City, the Rent Administrator shall send written notice to the petitioner, informing him/her whether the Petition is complete.

B. **Procedures Upon Determination that Petition is Incomplete**.

1. If the Rent Administrator determines that the Petition is incomplete, the notice sent by the Rent Administrator shall include a list of the information and documentation required under CMC Sections 9.05.090 and 9.05.110 and these Rules in order for the Petition to be deemed complete. .

2. The petitioner shall have thirty (30) days to submit the additional information or documentation set forth in the notice. The Rent Administrator may extend this 30-day period for up to an additional 30 days upon a request by the petitioner prior to the expiration of the initial 30-day period that such additional time is needed for the petitioner to obtain and submit the additional documentation.

3. Upon expiration of the thirty-day period (or the additional period of time as extended by the Rent Administrator), the petition shall thereafter be set for hearing before the Hearing Officer. If the petitioner failed to submit the additional information or documentation requested by the Rent Administrator to deem the petition complete, the Rent Administrator shall serve written notice on the park residents and designated park resident representative that the Petition has been filed with the City but that it is incomplete, and that the failure of the petitioner to submit a complete petition may be considered by the Hearing Officer in determining whether the petitioner met its burden of proof for a Capital Improvement Rent Increase. The notice shall be issued in accordance with CMC Section 9.05.110 of the Ordinance and these Rules. The Rent Administrator shall thereafter schedule the public hearing on the merits of the Petition before the Hearing Officer in accordance with CMC Sections 9.05.090 and 9.05.100 and this Rule 10.10.

4. The scheduling of an incomplete petition for consideration by the Hearing Officer shall not constitute any finding by the Rent Administrator or the Hearing Officer that the petition is complete. In reviewing an incomplete Petition, the Hearing Officer may consider the failure of the petitioner to submit a complete petition in evaluating whether the petitioner met its burden of proof that petitioner is entitled to a Capital Improvement Rent Increase.

C. **Procedures Upon Determination that Petition is Complete**.

1. Upon the City's determination that a Petition is complete in accordance

with these Rules, the Rent Administrator shall serve written notice on the park residents and designated park resident representative that the Petition has been filed with the City, in accordance with Section 9.05.090 of the Ordinance and these Rules. The Rent Administrator shall thereafter schedule the public hearing on the merits of the Petition before the Hearing Officer

2. Any determination by the Rent Administrator that a Petition is complete pursuant to this Rule 10.10 shall not constitute any finding by the Rent Administrator that the petitioner has met his/her/its burden of proof that the petitioner is entitled to a Capital Improvement Rent Increase.

3. Any determination by the Rent Administrator that a Petition is complete pursuant to this Rule 10.10 shall not preclude the Hearing Officer from requesting or directing that the petitioner provide any additional information or documentation at or during the public hearing on the Petition itself, in order for the Hearing Officer to reach a decision on the merits of the Petition for a Capital Improvement Rent Increase.

10.11 Protest in Response or Opposition to Petition for Capital Improvement Rent Increase.

Any person wishing to submit any written opposition or response to a Petition for a Capital Improvement Rent Increase shall submit a written protest that complies with all the following requirements.

A. **Form.** The City has prepared forms for use in opposing or responding to a petition for Capital Improvement Rent Increase, including a Protest form, affidavits, declarations and notices. Persons responding to or opposing a petition are encouraged to use the City-approved documents. Although use of the City-approved forms is not mandatory, any person filing a Protest with the city shall provide all information and documentation required by the City-approved forms, relevant to the basis for the Protest to the petition, as required by the Protest form and as further provided in these Rules.

B. **Number**. Any person submitting a Protest shall submit at least seven (7) copies of the written opposition or response to the Rent Administrator, along with an electronic copy, not later than the twentieth (20th) day following the date of the notice served upon the park residents that the petition was filed and has been declared complete by the City. All pages of the Protest form and supporting documentation must be paginated; and all supporting documentation must be marked to correspond to the related section and page of the Protest form. Documentation submitted shall be correlated to the order set forth in the Protest form instructions, so that the Rent Administrator, the Hearing Officer and the residents may ascertain the portion of the Protest to which any set of documentation pertains.

C. **Service on Park Owner.** Upon receipt of Protest by the City, the Rent Administrator shall serve a copy of the Protest upon the park owner.

D. **Affidavit or Declaration Under Penalty of Perjury.** The Protest shall also include an affidavit of or declaration in accordance with the City-approved form, signed by the person submitting the Protest, under penalty of perjury under the laws of the State of California, certifying that:

1. The person filing the protest served a copy of the Protest on the petitioner and the petitioner's representative as required by this Rule; and.

2. All representations, information and documentation contained in the Protest are true and correct.

10.12 Hearings and Appeals on Capital Improvement Rent Increase Petitions.

A. **Mobile Home Rent Stabilization Hearing Officer.** Public hearings before the Hearing Officer on Capital Improvement Rent Increase petitions shall be heard in accordance with CMC Section 9.05.110 and Rule 8.6 of these Rules.

B. **City Council Appeals.** Appeals from decisions of the Hearing Officer on Capital Improvement Rent Increase petitions shall be submitted, processed and heard in accordance with CMC Section 9.05.120 and Chapter 9 of these Rules.

10.13 Applicability of Chapter

This Chapter shall apply to all Capital Improvements performed. The improvement shall meet the definition of capital improvements set forth in Section 9.05.030 of the Ordinance and Rule 10.2 of these Administrative Rules.

CHAPTER 11 – PREVAILING PARK OWNER PETITION FOR RECOVERY OF SPECIAL RENT INCREASE PETITION AND HEARING COSTS INCURRED BEFORE THE BOARD

11.1 Scope.

Pursuant to CMC Section 9.05.140, this Chapter provides a mechanism for a park owner who successfully obtains approval of a Special Rent Increase or Capital Improvement Rent Increase from the City, to also request a Temporary Rent Increase for recovery of certain costs incurred in preparing and presenting his/her Special Rent Increase Petition or Capital Improvement Rent Increase Petition to the City.

11.2 Eligibility..

A. A Park Owner may obtain approval of a Temporary Rent Increase for the amortized cost of specified professional services actually incurred in preparing and presenting his/her petition for a Special Rent Increase or for a Capital Improvement Rent Increase to the Hearing Officer only if the park owner successfully obtains approval of a Special Rent Increase or Capital Improvement Rent Increase pursuant to a final decision of the City.

B. Eligible costs shall include those fees, costs and other expenses incurred by the Park Owner in the proceedings before the Hearing Officer, or upon any appeal filed with the City Council, pursuant to a final decision, as further provided in this Chapter.

11.3 Burden of Proof.

The park owner shall bear the burden of proof to demonstrate, by substantial evidence, that the park owner is entitled to a Temporary Rent Increase under this Chapter, including (i) that the park owner is the prevailing party on the Special Rent Increase petition, (ii) that the park owner actually incurred the professional services costs, (iii) the reasonableness of the costs, and (iv) the amount of the proposed Temporary Rent Increase.

11.4 Definitions.

As used in this Chapter, the following terms shall have the following meanings:

A. "Fees, costs and other expenses" means hourly rates, lump sum charges based on specific tasks or projects, and duplication costs. "Fees, costs and other expenses" excludes the following: costs to recover documents from storage, costs to compile documents from computer records or other electronic records, costs incurred to develop software programs, and printing costs from computers or other electronic devices.

B. "Final Decision" means either (i) a final decision issued by the Board on a Special Rent Increase Petition pursuant to Rule 8.7(F) and (G) when no timely appeal is filed, or (ii) a final decision issued by the City Council pursuant to Rule 9.8 on a Special Rent Increase Petition or Capital Improvement Rent Increase Petition when a timely appeal from the City Council's decision on the Petition is filed.

C. "Prevailing Park Owner" means a park owner who obtains approval of a Special Rent Increase or Capital Improvement Rent Increase pursuant to a final decision of the City.

D. "Professional Services" means legal, accounting, financial, appraisal, bookkeeping, property management, or engineering services actually incurred by the Park Owner in preparing and presenting his/her successful Special Rent Increase Petition or Capital Improvement Rent Increase Petition to the Board, subject to the following requirements and limitations:

1. Legal expenses must be performed by an attorney duly licensed to practice before the courts of the State of California, any certified paralegal working under the supervision of any such attorney and shall not include secretarial or other clerical time or expenses. .

2. Accounting services must be performed by a Certified Public Accountant, or an accountant working directly under the supervision of a

CPA.

3. The following fees, costs and other expenses shall be excluded from the determination of any Temporary Rent Increase under this Chapter 11:

a. All fees, costs and other expenses for professional services incurred in preparing or presenting any opposition to any protest filed by any park residents to an Annual Increase to the City under CMC Section 9.05.080 and Chapter 6 of these Rules; and

b. When a Temporary Rent Increase is sought by a prevailing park owner based on the City's final decision with regard to a Special Rent Increase Petition, the Temporary Rent Increase determination shall also exclude the following:

(i) All fees, costs and other expenses for professional services that fall within the category of operating expenses as "allowable legal expenses" under CMC Section 9.05.100(B)(9), whether or not included in the Special Rent Increase Petition;

(ii) All fees, costs and other expenses for professional services that are expressly excluded from the definition of "allowable legal expenses" under CMC Section 9.05.100(B)(9)(a); and

(iii) All fees, costs and other expenses for professional services incurred in connection with any Petition for Capital Improvement Rent Increase, filed with the City pursuant to CMC Section 9.05.090, or appeal in connection therewith pursuant to CMC Section 9.05.120, whether or not such petition was granted by the City.

c. When a Temporary Rent Increase is sought by a prevailing park owner based on the City's final decision with regard to a Capital Improvement Rent Increase Petition, the Temporary Rent Increase determination shall also exclude the following:

(i) All fees, costs and other expenses for professional services that are expressly excluded from the definition of "allowable legal expenses" under CMC Section 9.05.100(B)(9)(a); and

(ii) All fees, costs and other expenses for professional services incurred in connection with any Petition for Special Rent Increase, filed with the City pursuant to CMC Section 9.05.100, or appeal in connection therewith pursuant to CMC Section 9.05.120, whether or not such petition was granted by the City.

E. "Relevant geographical area" means the City of Calimesa, the County of San Riverside and the County of San Bernardino.

F. "Substantial evidence" means evidence as defined in Section 8.7(E) of these Rules.

11.5 Procedures.

A. **Petition Form and Timing.**

1. The Park Owner must file the request for approval of a Temporary Rent Increase as part of the Petition for a Special Rent Increase pursuant to Chapter 7 of these Rules, in accordance with the City-approved form. The request for a Temporary Rent Increase must include all supporting information and documentation in accordance with these Rules and the City-approved forms. .

2. If, at the time of filing the request for a Temporary Rent Increase, the park owner is unable to determine the total fees, costs and other expenses that will be incurred by him/her for professional services in connection with the actual public hearing on the Petition for Special Rent Increase or Capital Improvement Rent Increase, the following procedures shall be followed:

a. The park owner shall include all costs incurred for professional services as of the date of filing the request for Temporary Rent Increase in the Petition for Special Rent Increase or Capital Improvement Rent Increase; and an estimate of any additional fees, costs and other expenses for professional services to be incurred in actually presenting the Petition to the Board during the public hearing before the Hearing Officer.

b. Prior to the close of the public hearing before the Hearing Officer on the Petition, the park owner shall notify the Hearing Officer in writing and provide copies to the Rent Administrator and park residents, of any additional professional service fees, costs and other expenses incurred in the hearing on the Petition before the Hearing Officer, along with all supporting information and documentation. All parties shall have the opportunity to review all such information and documentation, and to conduct examination of any relevant witnesses, in connection with such additional costs, before the public hearing is closed.

c. Once the public hearing is closed, no additional evidence regarding any fees, costs or other expenses related to professional services shall be introduced or admitted into evidence by the Hearing Officer.

3. Failure of a park owner to meet the timing requirements of Subsections (a), (b) or (c) shall constitute a waiver of the park owner's right to request a Temporary Rent Increase for recovery of the fees, costs and other expenses for professional services incurred in preparing and presenting the Petition for a Special Rent Increase to the Hearing Officer.

B. **Forms.** The City has prepared forms for use in filing a petition for Temporary Rent Increase, as part of the Special Rent Increase Petition forms. Petitioners are encouraged to use the City-approved forms. Although use of the City-approved forms is not mandatory, any person filing a request for Temporary Rent Increase shall provide all information and documentation required by the City-approved forms. Failure to do so may result in the Rent Administrator finding that the request for a Temporary Rent Increase is incomplete, and/or may provide grounds for the City to deny the Temporary Rent Increase on the grounds that the park owner did not meet its burden of proof.

C. **Format.** All pages of the Temporary Rent Increase Petition form and supporting documentation must be paginated; and all supporting documentation must be marked to correspond to the related section and page of the Petition form. Seven (7) copies of the Petition and all supporting documentation and records, including but not limited to, proofs of service and posting and affidavits, must be filed with the Rent Administrator, along with an electronic copy of the Petition and supporting documents and records, proofs of service and posting and affidavits, and two sets of stamped envelopes addressed to the affected residents. All copies shall be identical. Documentation submitted shall be correlated by the petitioner to the order set forth in the Petition instructions, so that the Rent Administrator, the Hearing Officer and the residents may ascertain the portion of the Petition to which any set of documentation pertains. Failure to do so may result in a determination by the Rent Administrator that the Petition is not complete. The Temporary Rent Increase Petition form and supporting documents may be combined with the petition for special rent increase but shall be clearly marked to distinguish the petition for Temporary Rent Increase and supporting documents from the special rent increase petition.

D. **Service on Opposing Party.** In accordance with CMC Section 9.05.110(F), prior to or concurrently with filing the Petition with the city, the petitioner shall:

1. Serve a copy of the Petition on the designated park resident representative, along with proof of service.

2. Serve notice of filing of the Petition on each affected resident in the park, along with proof of service, in accordance with the City-approved notice form by personally delivering the notice to the residents, or by mailing the notice to each resident by first-class mail, postage prepaid.

The petitioner shall also include a copy of the proofs of service with the petition filed with the City.

E. **Maintenance of Copies of Complete Petition at Park.** Four complete copies of the Petition, and any additional information or documentation filed by the petitioner during the review and processing of the Petition, shall be maintained at the park until issuance of a final decision by the City on the Petition, in accordance with CMC Section 9.05.110(E).

F. **Posting Requirements.** Notice of filing of the Petition, and any information or documentation filed by the petitioner during the review and processing of the Petition by the City, shall be posted by the petitioner in the park in accordance with CMC Section 9.05.110(E).

G. **Affidavit or Declaration Under Penalty of Perjury.** The Petition shall include an affidavit of or declaration in accordance with the City-approved form, signed by the petitioner under penalty of perjury under the laws of the State of California, certifying that:

1. The petitioner complied with each of the service and posting requirements of Sections (A) through (F) of this Rule; and

2. All representations and information set forth in the Petition are true and correct.

11.6 Filing Fee

A. **City Council Action.** The Petition for Temporary Rent Increase shall be accompanied by the filing fee established by resolution of the City Council. The filing fee shall be used to offset the costs incurred for staff time, time incurred by experts retained by the City to evaluate the petition, and postage and duplication.

B. **Additional Fee.** If the City determines that Staff will incur additional time and expert costs to evaluate the petition, the petitioner shall be required to submit any additional deposit(s) deemed necessary to cover the additional costs. The City Council may modify the filing fee by resolution from time to time, and any such modification shall be incorporated herein by this reference on the date of adoption of the City Council Resolution.

C. **Failure to Pay Filing Fee.** The petitioner must pay the initial filing fee with his/her Petition in order for the Petition to be deemed complete, in addition to any other requirements of this chapter. Any additional fee required by the City must be paid at least sixty days prior to the public hearing before the Hearing Officer.

D. **Factors to Determine Reasonableness of Fees, Costs and Other Expenses.** A Temporary Rent Increase under this Chapter shall be awarded only if the Park Owner demonstrates by substantial evidence that he/she is the Prevailing Park Owner, and that such fees, costs and other expenses were reasonably incurred and reasonable in amount and that such fees, costs and other expenses resulted from eligible professional services. In considering a request for a Temporary Rent Increase, the Hearing Officer shall consider all

relevant factors, including but not limited to, the following:

1. Whether the services were performed by a person possessing a duly issued license or certificate in accordance with applicable state, local or federal requirements, as applicable..

2. The experience of the person who performed the services in connection with the petition.

3. Whether the services and/or resulting costs were unnecessarily duplicative, including but not limited to use of multiple personnel and/or excessive time incurred, given the nature and complexity of the issues, and experience of the professional(s).

4. The rate charged for those professional services in the relevant geographic area.

5. The complexity of the matter.

6. Whether the records provided in support of the claimed costs reflect business practices consistent with the industry standard, such as well-documented records and contemporaneously prepared at the time services were rendered.

7. Whether the records provided reflect work duplicative of work presented in other proceedings and not correlated to specific work performed in the present proceeding.

8. Whether, and to what extent, the costs incurred reflect unwarranted delay or extended hours intended to maximize the cost rather than complete the tasks in a reasonable period of time.

9. Whether, and to what extent, the party claiming such costs refuses or fails to disclose details of the work performed, and the reasons for such failure or refusal.

10. The relationship of the result obtained to the expenses, fees, and other costs incurred (that is, whether professional assistance was reasonably related to the result achieved) and consistent with the purposes and intent of the Ordinance and these Rules in relation to any Special Rent Increase sought under the Ordinance and these Rules.

E. **Documentation Required.** A Park Owner who seeks a Temporary Rent Increase pursuant to this Chapter shall be required to submit the following information and documentation to the City:

1. The retainer agreement or other contract reflecting the hourly rate or other charge, the scope or assignment of work to be performed, the specific tasks to be performed, by the professional, and the person(s)

who assigned or determined the specific tasks to be performed by the professional..

2. Documentation reflecting actual hours incurred and specific tasks performed, with sufficient detail for the Hearing Officer or City Council to determine whether the factors set forth in the Ordinance and these Rule have been met by the party seeking recovery of costs.

3. A declaration or affidavit signed under penalty of perjury by the person performing each professional service, confirming his/her performance of the services, the relevance of the tasks to the petition or appeal at issue, and the reasonableness of the claimed costs.

4. A declaration or affidavit signed under penalty of perjury by the park owner or park resident representative, certifying that such party has paid, or is obligated to pay, for such costs incurred by the professional on his/her behalf in connection with the hearing.

5. Any additional information or documentation required by the Rent Administrator, Hearing Officer and/or City Council to assist the City in determining whether a Temporary Rent Increase should be granted.

F. **Procedures.** A request for a Temporary Rent Increase, and any appeal in connection therewith, shall be processed in accordance with and subject to the petition and hearing procedures set forth in Chapters 8 and 9 of these Rules.

G. **Hearing Officer Award to Successful Park Owner; Hearing Officer Final Decision.**

1. At the conclusion of the hearing on a Special Rent Increase Petition or Capital Improvement Rent Increase Petition, if the Hearing Officer grants the Special Rent Increase or Capital Improvement Rent Increase to the Park Owner, the Hearing Officer shall also have the authority to approve as submitted, approve as modified by the Hearing Officer, or deny a Temporary Rent Increase for the prevailing park owner. Any Temporary Rent Increase awarded shall be limited to the amortized portion of the fees, cost and other expenses incurred by the Park Owner in connection with preparing and presenting the Special Rent Increase Petition or Capital Improvement Rent Increase Petition to the Hearing Officer, as determined by the Hearing Officer. The Hearing Officer shall not deny a Temporary Rent Increase either as proposed, or as modified by the Hearing Officer, unless the prevailing park owner fails to submit any documentation or other competent evidence in support of the claimed Temporary Rent Increase, or the Hearing Officer is otherwise unable to make any of the findings set forth in Section (C) of this Rule based upon objective evidence submitted in accordance with Section 9.05.140 of the Ordinance and this Chapter.

2. The Hearing Officer's decision on a Temporary Rent Increase shall be

included in the Hearing Officer's decision on the underlying Special Rent Increase Petition or Capital Improvement Rent Increase Petition, and shall include: (a) findings on the factors set forth in CMC Section 9.05.140 and Rule 11.4(C) of this Chapter; (b) if the request for a Temporary Rent Increase is granted, the amount of the Temporary Rent Increase; and (c) if the request is denied, the facts and circumstances supporting the denial.

3. If the Temporary Rent Increase is granted, the Hearing Officer's decision shall also include (a) a calculation of the amount owed if any resident chooses to pay the Temporary Rent Increase in one lump sum without the payment of any interest, rather than amortized over a five-year period; and (b) the amount owed as a Temporary Rent Increase over the five-year amortization period, including interest calculated per annum, compounded monthly, based on the lesser of (i) the current prime rate plus 1% or (ii) the actual interest cost incurred by the park owner. Any resident may pay the Temporary Rent Increase in one lump sum so long as such resident pays the full amount no later than thirty (30) days following the final decision of the City. Upon payment of the full lump sum, the resident shall be deemed to have fully paid the Temporary Rent Increase, and the Temporary Rent Increase shall not thereafter appear on the resident's monthly rent statement.

4. The Hearing Officer's decision on a Temporary Rent Increase shall be final unless the park owner or park resident representative files a timely appeal from the Hearing Officer's decision in accordance with CMC Section 9.05.120 and Section (G) of this Rule 11.4.

H. **Appeal to City Council.**

1. Right to Appeal. Either party may file an appeal from the Hearing Officer's final decision on the Park Owner's request for a Temporary Rent Increase in accordance with the requirements of Chapter 9 of these Rules. .

2. Deadline to Appeal. The deadline to file an appeal from the Hearing Officer's decision on a Temporary Rent Increase is not later than the fifteenth (15th) day after the resolution of the Hearing Officer's decision has been deposited in the mail by the Rent Administrator, by first-class mail, postage prepaid in accordance with Rule 9.2. The appeal, appeal fee and all supporting documentation shall be filed with the Rent Administrator.

I. **City Council Review and Determination.**

1. City Council Review and Determination. If the park owner successfully appeals the decision of the Hearing Officer regarding his/her Petition for a Special Rent Increase or Capital Improvement Rent Increase and becomes the prevailing party on appeal, at the conclusion of the appeal hearing the City Council shall also have the authority to approve or

approve a modified Temporary Rent Increase to the prevailing Park Owner in accordance with this Chapter 11.

2. City Council Scope of Authority. In considering any appeal with regard to a Temporary Rent Increase, the City Council's authority shall be subject to the following provisions:

   a. If an appeal was filed from the Hearing Officer's decision granting a Temporary Rent Increase, the decision of the City Council on the appeal shall be subject to the provisions of Rule 9.5.

   b. If the City Council reverses the Hearing Officer's decision denying the park owner a Special Rent Increase and the park owner also filed a petition for a Temporary Rent Increase that was denied by the Hearing Officer, the City Council may review de novo the record submitted to the Hearing Officer on the proposed Temporary Rent Increase in accordance with the provisions of Section (C) and (F)(1) of this Rule 11.4. Any decision of the City Council to award a Temporary Rent Increase either as approved by the Hearing Officer or as modified by the City Council following the grant or denial of any appeal, shall be limited to the amortized portion of the fees, cost and other expenses incurred by the Park Owner in connection with the Special Rent Increase Petition or Capital Improvement Rent Increase in proceedings before the Hearing Officer, as determined by the City Council, and any additional costs incurred by the park owner in his/her successful appeal to the City Council.

3. City Council Decision. The City Council's written decision shall include any findings to support its decision granting or denying any appeal, or modify any decision of the Hearing Officer, with respect to the request for approval of a Temporary Rent Increase.

J. **Final Decision.** The City Council's final decision on a park owner's request for a Temporary Rent Increase pursuant to this Chapter 11, shall be included in the final decision of the City Council on any appeal issued and served pursuant to Rules 9.6 through 9.9 of Chapter 9.

K. **Statute of Limitations.** Any legal challenge to a final determination issued by the City Council granting or denying an appeal with respect to a request for a Temporary Rent Increase, must be filed in accordance with CMC Section 9.05.170.

APPENDIX "A"

AMORTIZATION SCHEDULE FOR CAPITAL IMPROVEMENT RENT INCREASES AND AMORTIZABLE CAPITAL EXPENSES

(reference: CMC Sections 9.05.090 and 9.05.100(B)(7)(f) and (g); Chapters 9 and 10 of Administrative Rules)

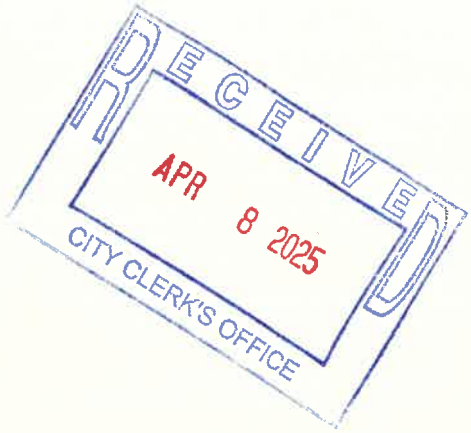
Capital Improvements shall be amortized in accordance with the following schedule; or with the approval of the Hearing Officer, in accordance with any useful life table utilized by the Internal Revenue Service or any other reasonable amortization period supported by competent evidence.

Improvement	Amortization Period In Years
Air Conditioners	7
Appliances (other than those listed)	7
Cabinets	7
Carpentry	10
Carpeting	7
Dishwasher	7
Doors	10
Dryer	7
Electrical Wiring	15
Elevator	20
Fan	7
Fencing	
Block walls	15
Wood	
Fire Alarm System	7
Fire Escape	15
Floor Covering (linoleum or vinyl)	7
Flooring	7
Furniture	7
Garbage Disposal	7
Gates	15
Gutters	15

Improvement	Amortization Period In Years
Heating	10
Insulation	10
Painting (exterior)	10
Painting (interior)	5
Paving (asphalt, cement)	15
Plastering	10
Plumbing	
Fixtures	10
Pipes	15
Pumps	7
Refrigerator	7
Roofing	10
Security Entry Telephone Intercom	7
Smoke Detector	7
Stove	7
Stucco	10
Walls	10
Washing Machine	7
Water Heater	7
Window Coverings	7
Windows	15

000139

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815



April 4, 2025

VIA FED EX

Mobilehome Rent Stabilization Board
c/o Darlene Gerdes, City Clerk
City of Calimesa
908 Park Ave.
Calimesa, CA 92320

Re: Californian MHP - Petition for Capital Improvement Rent Increase and related Petition for Temporary Rent Increase

Dear Ms. Gerdes:

Enclosed please find seven (7) copies of the Petition for Capital Improvement Rent Increase and relevant supporting documents. As you can determine from reviewing the Petition, it consists of four different capital improvements. We have also enclosed our client's check in the sum of $2,466.00 for the filing fee as well as two sets of postage prepaid envelopes, addressed to the affected residents.

Also enclosed are seven (7) copies of a Petition for Temporary Rent Increase. We have also enclosed a thumb drive with a copy of both Petitions and supporting documents, in compliance with the requirement that the City be provided an electronic copy.

As I mentioned to you in prior correspondence, we do not believe that the residents have selected a representative or representatives for the purposes of the City's rent control ordinance. Once such representative(s) are identified, we will provide that representative a copy of the Petitions and supporting documents. We will provide the City with a proof of service and posting of the Petition when those tasks are completed.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA:sb
Enclosures

6021-002
0199896

City of Calimesa, CA

$2 , 466 . 00 Paid

Via Check #2151

Note: Fee for petition for rent increase

Californian Mobile Home Estates

October 9, 2025

Routine Payment	**$2,466.00**
CITY-25-177 - Receipt Book	
Californian Mobile Home Registration	$2,466.00

No processing fees

Total paid **$2 , 466 . 00**

Powered by OpenGov

Receipt number #1127

April 09, 2025

Dear Customer,

The following is the proof-of-delivery for tracking number: 880367689237

Delivery Information:			
Status:	Delivered	**Delivered To:**	Shipping/Receiving
Signed for by:	P.Mcgee	**Delivery Location:**	
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday		CALIMESA, CA,
		Delivery date:	Apr 8, 2025 13:30

Shipping Information:			
Tracking number:	880367689237	**Ship Date:**	Apr 7, 2025
		Weight:	21.0 LB/9.53 KG

Recipient:	**Shipper:**
CALIMESA, CA, US,	Laguna Hills, CA, US,

Reference	6021-002

FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature.

Thank you for choosing FedEx

City of Calimesa

Mobile Home Rent Stabilization Program

RECEIVED
APR 8 2025
CITY OF CALIMESA
HUMAN RESOURCES

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (A)

PARK OWNER'S DECLARATION UNDER PENALTY OF PERJURY

I (We), Peter Wang/Whisman Management, LLC declare as follows:

1. I am the (an) owner(s)* or authorized representative(s)* of the owner(s) of the following mobile home park: Californian Mobile Home Estates.

2. I am authorized to submit this Petition for Rent Increase Based on Capital Improvements and supporting documentation to the City of Calimesa on behalf of the above-named mobile home park.

3. The information, Schedules, documentation and statements attached hereto are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

Executed this 31st day of MARCH, 2025

at Mountain View, California.

Signed: [signature]

Print name: Peter Wang

Capacity: Manager, Whisman Management, LLC

(Please specify if you are the owner or authorized representative of the owner.)

Mailing Address: 425 N Whisman Road, #600

City, State, Zip: Mountain View, CA 94043

Telephone: 650-969-4860

(If two signatories submit the petition, please complete the second signature block)

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

Executed this day of , 20

at , California.

Signed:

Print name:

Capacity:

(Please specify if you are the owner or authorized representative of the owner.)

Mailing Address:

City, State, Zip:

Telephone:

City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (B)

PART 1 – GENERAL INFORMATION

1. Mobile Home Park Name: Californian Mobile Home Estates Calimesa

2. Telephone: 650-969-4860

3. Mobile Home Park Address: 950 California Street, Calimesa CA 92320

4. Park Owner: Californian Mobile Home Estates Calimesa LP

(Insert complete legal name)

5. Telephone: 650-969-4860

6. Park Owner Address: 425 N Whisman Road, #600, Mountain View, CA 94043

(P.O. Box is not acceptable)

7. Representative: Mark Alpert, Esq./Gregory Beam & Associates, Inc.

(If other than park owner, insert complete legal name)

8. Address: 25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

(P.O. Box is not acceptable)

9. Total number of spaces in Park: 130

10. Total number of spaces affected by the proposed increase: 123

11. Please list the space numbers affected by the proposed increase:

All spaces except 36, 37, 54, 77, 81, 89, 126

12. Total number of vacant spaces in Park: 1
("Vacant" means "vacant" as defined in Calimesa Municipal Code Section 9.05.070 and Administrative Rule Section 2.25.)

13. Total number of Park-owned spaces in Park: 7

14. Total number of leased spaces in Park: 0
(A "leased space" means a space subject to a long-term lease or rental agreement in excess of 12 months duration.)

15. Total number of month-to-month spaces in Park: 130

16. Please list the space numbers for the month-to-month spaces in the Park:

All spaces are month to month.

17. Please list the space numbers for the leased spaces in the Park:

None

18. Please list the space numbers for the vacant spaces in the Park:

36

19. Please list the space numbers for the Park-owned spaces in the Park:

36, 37, 54, 77, 81, 89 & 126

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

PART 1 – GENERAL INFORMATION (CONTINUED)

20. Year park purchased by current owner: October 2023

21. Year park originally opened: I believe 1968, but do not know

22. Briefly describe the park (include all services provided and state which services are provided without additional charge):

All utilities (water, sewer, gas, electricity) and access to all community amenities, such as clubhouse, pool, spa and open space.

23. Please describe all services provided which are charged separately from the space rent; and dates that each service became separately charged:

Trash, water and sewer are charged separately (I do not know start date). Electricity and gas were submetered but are now directly billed starting in 2024.

24. Date and type of last rent increase approved by the City (if any):

2023 was last annual CPI increase. (Not sure of date, I did not own property.)

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

PART 1 – GENERAL INFORMATION (CONTINUED)

25. Separately state all capital improvement rent increases previously approved by the City. For each capital rent increase previously approved, describe the type of capital improvement rent increase, the dollar amount of capital improvement rent increase per space, and the commencement and ending dates that the capital improvement rent increase was charged:

I believe there have been no prior applications but only have personal knowledge during my ownership.

26. Provide a detailed explanation for the need for the capital improvement, and attach all supporting documentation:

See Attachment A

27. Provide a detailed explanation of all facts and reasons why the work, construction or item satisfies the definition of a capital improvement as set forth in Calimesa Municipal Code Section 9.05.030 and Chapter 10 of the Administrative Rules, and attach all supporting documentation:

See Attachment A

28. Provide any other information you wish the City to consider:

Street project was necessary for health and safety, to prevent injury and damage to property.

Spa project was necessary to meet health and safety standards. Spa was 50 years old, deck was cracked and uneven, there was a leak. Replacement was necessary.

See Attachments A and B

Of course, adequate street lights are needed for safety, security, and to prevent propert damage.

(Attach additional sheets as necessary)

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City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (B)

PART 2 – CAPITAL IMPROVEMENT INFORMATION

Provide all of the following information regarding the capital improvement that is the subject of this Petition, and attach all supporting documentation.

1. Amount of capital improvement rent increase requested: $ See Attachment B (per space per month)

2. Proposed term of capital improvement rent increase based on the proposed amortization period (useful life) (specify in months): See Attachment B months.

3. Date (s) when the capital improvement was made (include starting and ending dates):

_____

4. Detailed description of the capital improvement:

_____

See Attachment B

_____

_____

_____

5. Itemized summary of each cost included in the capital improvement, and provide all supporting documentation (including but not limited to, contracts, drawings, plans, permits, invoices and checks or other payment documentation demonstrating charges and payments for design, equipment, supplies, labor, contractor, etc.; loan agreements or other financing arrangements documentation the amount of financing claimed by you, etc. as part of the total cost of the capital improvement):

Item	Expense
See Attachment B	$_____
_____	$_____
_____	$_____

_____ $_____

Finance Term (if applicable): _____ Year(s) _____(Months)

Estimated Cost of Financing: $_____

Total cost of capital improvement: $_____

(An interest cost of the lesser of the current prime rate plus one percent, or the interest rate actually incurred by the park owner in financing the improvement, may be added.)

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

PART 2 – CAPITAL IMPROVEMENT INFORMATION (CONTINUED)

6. Amortization period (useful life) of claimed capital improvement. Please state amortization period (useful life) and attach documentation supporting the useful life proposed by you to determine the capital improvement rent increase and the duration that you propose to charge the residents for the capital improvement. (If you do not use the amortization table included in Appendix A to the Administrative Rules, you must also explain how you determined the amortization period, and provide all documentation supporting the claimed amortization period, including but not limited to competent evidence such as an expert declaration and/or testimony.)

See Attachment B

7. Explain the source of funds you used to finance the capital improvement (e.g., loan or other financial arrangement with third party, used own funds, etc.), and attach all supporting documentation if not included in your response to Question #5.

Self-funded. Mr. Wang and his sister provided the funds.

8. If you financed the cost of the capital improvement with any of your own funds, explain the method by which you determined the cost of financing, and provide all supporting documentation.

Self-funded. Requesting interest per Ordinance.

9. State whether any costs of the claimed capital improvement have already been passed on to any park residents in the form of a rent increase or a separate charge:

_____ (Yes) __X__ (No)

10. If your response to Question #9 is "yes", provide an explanation of the circumstances (dates, amounts charged, etc.) and provide all necessary documentation to support your response:

N/A

11. State whether the claimed capital improvement is for any portion or all of a utility distribution system for a utility which is within the jurisdiction of the Public Utilities Commission (e.g., gas, electricity):

_____ (Yes) __X__ (No)

12. If your response to Question #11 is "yes", state the type of utility and provide all documentation reflecting the approved rate(s) for the utility, including but expressly not limited to whether the approved rate took into consideration the costs of the repair, replacement, maintenance, operation or capital improvement to the utility system:

N/A

13. Have 51% of the occupied month-to-month spaces in the park agreed to the proposed capital improvement?

_____ (Yes) __X__ (No)

14. If your answer to Question #13 is "yes", provide a detailed explanation and all supporting documentation demonstrating that 51% of the occupied month-to-month spaces have consented to the capital improvement. ***Section C is the appropriate Election Ballot form to use.*** (The supporting documentation must include, but is not limited to, all documentation demonstrating that you held a resident meeting with the residents and conducted a resident vote, copies of the notice of resident meeting, proof of service of the notice of resident meeting on all residents, the ballot form(s) submitted to the residents, and the election results.):

N/A

15. If your answer to Question #13 is "no", is the capital improvement necessary to protect the health and safety of the park, its residents, or its neighbors?

__X__ (Yes) _____ (No)

16. If you contend the capital improvement is necessary to protect the health and safety of the park, its residents or its neighbors, provide a detailed explanation and attach all supporting documentation:

See Attachment A and Attachment C

17. Did you obtain all governmental permits and other approvals required to construct, install, and use the capital improvement? X (Yes) _____ (No)
(or contractor did)

18. If your answer to Question #17 is "yes", attach copies of all governmental permits and approvals required to construct, install and use the capital improvement.
We have spa approval only (attached).

Type text here

19. Did you file an insurance claim to cover any of the costs of the capital improvement that is the subject of this petition? _____ (Yes) X (No)

20. If your answer to Question #19, is "yes", provide the following information and supporting documentation regarding any insurance claim that you filed:

Name of insurance company: _____
Address of insurance company: _____
Policyholder (full name): _____
Claim No.: _____
Date insurance claim filed: _____
Amount of insurance claim: _____ $_____
Total amount awarded or allowed by insurance company: $_____
Amount paid by insurance company: _____ $_____
Amount disallowed or denied by insurance company: _____ $_____

Damages and other costs covered by insurance (describe in detail):

N/A

Reasons for disallowance, rejection or denial of insurance claim or any costs(describe in detail):

N/A

21. If your answer to Question #19 is "yes", is your insurance claim still pending?

N/A _____ (Yes) _____ (No)

22. If your answer to Question #21 is "yes", provide a detailed explanation and attach all supporting documentation .

N/A

23. Were any of the costs of the capital improvement which is the subject of this petition paid for by any governmental entity or third party not listed in any of your prior answers? _____ (Yes) __X__ (No)

24. If your answer to Question #23 is "yes":, provide all of the following information and attach supporting documentation:

Name of governmental entity or third party:_____
Address of governmental entity or third party: _____
Claim No. or other Identification No.: _____
Date claim filed: _____
Amount of claim:_____
Total amount awarded or allowed by
governmental entity or third party: _____$_____
Amount paid by governmental
entity or third party: __ _____$_____

Damages and other costs covered by governmental entity or other third party (describe in detail):

N/A

Reasons for disallowance, rejection or denial of governmental claim or any costs (describe in detail):

N/A

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (B)

PART 3 – SPACE STATUS INFORMATION

List all spaces in the park and mark applicable space status (check all that apply):

Space No.	Month-to-Month Space	Leased Space	Vacant Space	Park-Owned Space
1 - 35	✓			
36			✓	
37				✓
38 - 53	✓			
54				✓
55 - 76	✓			
77				✓
78-80	✓			
81				✓
82 - 88	✓			
89				✓
90 - 125	✓			
126				✓
127 - 130	✓			

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PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (B)

PART 4 - CALCULATION OF ALLOWABLE INCREASES AND AMORTIZATION SCHEDULE

Calculation of Allowable Increases:

Straight-line depreciation based on the useful/amortizable life of an improvement shall be used to calculate the allowable capital improvement rent increase for the proposed improvement. "Useful amortizable life" shall mean that period of time during which a particular improvement will (in the opinion of professionals such as architects, engineers, contractors, accountants) remain functional with only ordinary maintenance and/or repairs. The Rent Administrator shall evaluate the useful/amortizable life of an improvement for which a capital improvement rent increase is sought. To apply straight-line depreciation in calculating the allowable rent increase, the Rent Administrator shall divide the total cost of the improvement by its useful/amortizable life and then divide the result of that calculation by twelve and then by the number of spaces in the park.

For example, the allowable capital improvement rent increase for a street replacement costing $10,000 and having a useful/amortizable life of ten (10) years is calculated as follows:

$10,000.00 ---------- 10 years	=	$1,000.00 annual amortization.
$1,000.00 ---------- 12 months	=	$ 83.33 monthly amortization cost.
$ 83.33 ---------- 30 spaces	=	$ 2.78 monthly rent increase per space for 10 years.

Capital improvements shall be amortized in accordance with Schedule 10.4 of the Administrative Rules and as listed in the table attached, or in accordance with any useful life table utilized by the Internal Revenue Service. However, in general, a capital improvement should not be amortized over a period which would yield a monthly per space increase over ten percent (10%). In such a case, a longer amortization period may be appropriate. The percent increase represented by a particular capital improvement rent increase shall be calculated by dividing the proposed capital improvement rent increase by the amount of the existing base rent.

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

PART 4 - CALCULATION OF ALLOWABLE INCREASES AND AMORTIZATION SCHEDULE (CONTINUED)

Thus, in the case of the above street replacement example, the percent increase is calculated as follows:

$$\frac{\$\ 2.78\ \text{(proposed capital improvement rent increase)}}{\$\ 130.00\ \text{(existing base rent)}} = 2.1\%\ \text{increase}$$

Cost of the Capital Improvement:

The petitioner shall provide documentary evidence of the actual cost incurred for the capital improvement. The cost thereof shall include the interest expense incurred on money borrowed to pay for the capital improvement. In those cases where the owner finances the capital improvement or a part thereof with his/her own funds, interest at the current prime rate plus 1% per annum computed over a reasonable amount of time shall be included as a part of the capital improvement cost for the portion of such cost financed with the owner's own funds. In determining the reasonable amount of time over which interest shall be allowed the Rent Administrator shall be guided by the current practices of state and federally charted banks and/or savings and loan associations as to the length of time for repayment of improvement loans, provided, however, that the time shall not exceed the amortization period determined by the Rent Administrator and used in calculating the allowable capital improvement rent increase.

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

PART 4 - CALCULATION OF ALLOWABLE INCREASES AND AMORTIZATION SCHEDULE (CONTINUED)

AMORTIZATION SCHEDULE FOR CAPITAL IMPROVEMENT RENT INCREASES AND AMORTIZABLE CAPITAL EXPENSES

(reference: CMC Sections 9.05.090 and 9.05.100(B)(7)(f) and (g); Chapters 9 and 10 and Appendix "A" of Administrative Rules)

Capital Improvements shall be amortized in accordance with the following schedule; or with the approval of the Board, in accordance with any useful life table utilized by the Internal Revenue Service or any other reasonable amortization period supported by competent evidence.

Improvement	Amortization Period In Years
Air Conditioners	7
Appliances (other than those listed)	7
Cabinets	7
Carpentry	10
Carpeting	7
Dishwasher	7
Doors	10
Dryer	7
Electrical Wiring	15
Elevator	20
Fan	7
Fencing	
Block walls	15
Wood	
Fire Alarm System	7
Fire Escape	15
Floor Covering (linoleum or vinyl)	7
Flooring	7
Furniture	7
Garbage Disposal	7
Gates	15
Gutters	15

Improvement	Amortization Period In Years
Heating	10
Insulation	10
Painting (exterior)	10
Painting (interior)	5
Paving (asphalt, cement)	15
Plastering	10
Plumbing	
Fixtures	10
Pipes	15
Pumps	7
Refrigerator	7
Roofing	10
Security Entry	
Telephone Intercom	7
Smoke Detector	7
Stove	7
Stucco	10
Walls	10
Washing Machine	7
Water Heater	7
Window Coverings	7
Windows	15

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City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (C)

ELECTION BALLOT FORM

Date: _____

Name of Mobile Home Park:_____

The following detailed description of the capital improvements being proposed, which may be submitted for application to the City of Calimesa for the consideration of a Capital Improvement rent increase.

_____

_____

_____

The Capital Improvements ☐ will ☐ will not be submitted under health and safety guidelines.

The following is an estimate of the cost of the above-mentioned proposed Capital Improvements $_____

Estimated cost per space $_____

I hereby **GIVE** my consent to the above-described Capital Improvements in my Park.

_____

Resident Signature

_____ _____

Print Name Space No.

I hereby **DO NOT GIVE** my consent to the above-described Capital Improvements in my Park.

_____

Resident Signature

_____ _____

Print Name Space No.

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City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (D)

NOTICE TO PARK RESIDENTS OF "PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS"

_____

(Mobile Home Park Name)

TO:

As a Park Resident of the _____ Mobile Home Park, you are hereby notified that on _____, 20_____, a **"Petition for Rent Increase Based on Capital Improvements"** ("Petition") was filed with the City Manager of the City of Calimesa with reference to the above-named mobile home park. A complete copy of the Petition and all supporting documentation were served on the Park Resident Representative(s). Two complete copies of the petition and supporting documentation are also available for your review and copying at each of the following locations: (i) Mobile Home Park office located at _____, and (ii) Mobile Home Park Recreation/Clubhouse building. The Petition and supporting documentation may also be reviewed at Calimesa City Hall, located at 908 Park Avenue, Calimesa, CA 92320; telephone (909) 795-9801.

Pursuant to Calimesa Municipal Code, Chapter 9.05, a public hearing will be held by the Mobile Home Rent Stabilization Board on the Petition after the City determines that the Petition is complete. You and the Park Resident Representative(s) have the right to submit written oppositions or responses to the Petition within 30 days after the City notifies you that the Petition is complete. You also have the right to appear and testify at the public hearing in support of or in opposition to the Petition. The City will send you written notice when the Petition is declared complete, and of your deadline to submit an opposition or response to the Petition. You will also be notified of the date of the public hearing when it is scheduled.

Executed this _____ day of_____, 20_____,
at_____, California.

_____
(Complete Legal Name of Mobile Home Park Owner)

By: _____
(Signature)

_____
(Title)

_____
(Business Name, if person signing is employed by a business
or entity other than the Park Owner)

City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (E)

NOTICE TO PARK RESIDENT REPRESENTATIVES OF "PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS"

_____

(Mobile Home Park Name)

TO:

As Representative of the Park Residents of _____ Mobile Home Park, you are hereby notified that on _____, 20_____, a **"Petition for Rent Increase Based on Capital Improvements"** ("Petition") was filed with the City Manager of the City of Calimesa with reference to the above-named mobile home park. A complete copy of the Petition and all supporting documentation is enclosed with this notice. Two complete copies of the Petition and all supporting documentation are available for review and copying by the Park residents at the each of the following locations: (i) Mobile Home Park office located at _____, and (ii) Mobile Home Park Recreation/Clubhouse building. The Petition and supporting documentation may also be reviewed at Calimesa City Hall, located at 908 Park Avenue, Calimesa, CA 92320; telephone (909) 795-9801.

Pursuant to Calimesa Municipal Code, Chapter 9.05, a public hearing will be held by the Calimesa Mobile Home Rent Stabilization Board on the Petition after the City determines that the Petition is complete. You and the Park residents have the right to submit written oppositions and/or responses to the Petition within 30 days after the City notifies you that the Petition is complete. You also have the right to appear and testify at the public hearing in support of or in opposition to the Petition. The City will send you written notice when the Petition is declared complete, and of your deadline to submit an opposition or response to the Petition. You will also be notified of the date of the public hearing when it is scheduled.

Executed this _____ day of_____, 20_____,
at_____, California.

_____
(Complete Legal Name of Mobile Home Park Owner)

By: _____
(Signature)

_____
(Title)

_____
(Business Name, if person signing is employed by a business
or other entity different than the Park Owner)

City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (F)

PROOF OF SERVICE AND POSTING OF "PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS" FOR

_____

(Mobile Home Park Name)

I, _____ (complete legal name) declare as follows:

1. I am employed in the County of _____, State of California. I am a citizen of the United States. I am over the age of eighteen years. My business address is:

_____

_____

2. On _____, **20___** I served the foregoing document described as **NOTICE TO PARK RESIDENTS OF A "PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS"** for _____ (insert name of mobile home park) on the interested parties in this action by hand delivering a true copy thereof to the homeowner(s) or tenants(s) within the park, as follows:

_____

_____

_____

_____

_____

_____

3. On _____, **20___** I served the foregoing document described as **NOTICE TO PARK RESIDENT REPRESENTATIVES OF A "PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS"** along with a complete copy of the Petition and all supporting documentation, on the interested parties in this action by hand delivering a true copy thereof to the park resident representative(s), as follows:

_____

_____

4. I also posted two complete copies of the Petition and supporting documentation at each of the following locations for review and copying by the Park residents:

(i) Mobile Home Park office located at_____

_____, and

(ii) Mobile Home Park Recreation/Clubhouse building. Complete copies of the Petition and supporting documentation will be maintained at those two locations until the City issues its final decision on the Petition.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this _____ day of _____, 20_____ at

_____, California.

_____ (Print Name)

_____ (Signature)

_____ (Title)

_____ (Employer)

_____ (Business Telephone)

_____ (Business Address)

City of Calimesa

Mobile Home Rent Stabilization Program

PETITION FOR RENT INCREASE BASED ON CAPITAL IMPROVEMENTS

SECTION (G)

Attach all supporting documentation
(Paginated and labeled to correspond to applicable Part and Question)

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Attachment A

Californian Capital Improvement Application

(Attachment A)

Question 26 :

Need For Capital Improvements

1. Paving: The streets were in very bad shape, needing major repair. This presented a risk of damage to property and personal injury.

2. Park Lighting Improvements: There was insufficient lighting on the streets, creating a safety and security issue

3. Pool and Spa: The Spa and Pool needed to be redone. There had been HCD violations. The deck was cracked and uneven. There was a leak. The spa was 50 years old. The work was necessary to meet health and safety requirements. (See HCD enforcement records, Attachment C)

4. Clubhouse Roof Remodel: The Clubhouse/Roof remodel involved multiple elements, each of which involved various health and safety issues. This will just mention the major issues. The roof was leaking in places and past its useful life. Of course, a leaking roof causes property damage and can result in injuries. The clubhouse remodel included its bathrooms that were not in compliance with ADA rules. For example, the toilets were not the correct height nor were the urinals, which can make use unsafe, particularly for seniors and disabled. The VCT flooring many places was in disrepair, which can be a trip hazard and we understood it contained asbestos. The bathrooms also got new lights and locks which addressed safety concerns.

   The remodel included an expansion of the office. The prior office space was not ADA compliant. It was too small and wheelchairs could not enter and needed other wheelchair friendly improvements. Again, VCT tile in disrepair and thought to contain asbestos and therefore was replaced for health and safety reasons. Inadequate lighting had to be replaced as well.

Question 27 :

Petitioner submits the following explanation of why the capital improvement projects subject of this petition meet the definition of a capital improvement project as set forth in Section 9.05.030 of the rent control ordinance and Chapter 10 of the administrative rules:

Section 9.05.030 of the Ordinance defines a "Capital Improvement" as the " . . . installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary repairs and maintenance or repairs, and have a useful life of at least five years." The Administrative Rules contain essentially the same description, but add some caveats regarding amortization depending on the cost per year per benefitted space. The Rules also contain Appendix A, which specifies the useful life for certain established capital expenditures. Applying these principles to the three items included with this Petition:

1. Paving: This project is a major road replacement which meets the definition of a capital improvement. Indeed, paving is specifically identified in Appendix A to the Rules, which specifies a 15 year amortization. Thus the useful life substantially exceeds 5 years.

2. Park Lighting Improvements: The park lighting improvements are new improvements which have a useful life that exceeds five years. Lighting is not specifically called out in Appendix A but Petitioner proposes a 15 year amortization based on the amortization period specified for electrical wiring. Again, the useful life exceeds five years.

3. Spa: This project involves completely removing and replacing the existing 50 year old spa which was not repairable, along with the replastering of the deck area, related tile and deck improvements. The total replacement obviously is not an ordinary repair and has a useful life that substantially exceeds 5 years. The project includes elements of plastering, which Appendix A indicates has a 10 year life, elements of plumbing fixtures, pipes and pumps, which have listed useful lives of 10, 15, and 7 years respectively. Petitioner is proposing a 10 year amortization based on a rough average of these figures.

4. Clubhouse Renovation and Roof Replacement -- This project involves multiple elements of a major remodel, with total costs exceeding $200,000. All of the major surfaces of the clubhouse were replaced, from the roof to the floors and painting. Parkowner proposes a 20 year amortization, even though the useful life of some of the elements would be shorter, but all of which would have a useful life of at least five years. Roofing, Painting, flooring and plumbing fixtures are all listed in Appendix A to the Administrative Rules as capital expenditures with amortization periods between 5 and 10 years, but Parkowner has selected a 20 year amortization to reduce the monthly cost.

Attachment B

Californian Mobile Home Estates Capital Improvement Petition

Street Improvements

1. Amount of Increase: $49.05 ($6,375.88/130)

2. Proposed Term/Amortization: 15 Years

3. Dates When Completed: June 2024

4. Detailed Description of Project (See Attachment C)
   --Removal and replacement of concrete flowline;
   --Asphalt Replacement
   --Asphalt Speed Bumps

5. Itemized Summary of Each Cost: Total of $646,453 for:
   a. Removal and replacement of concrete flowline;
   b. Asphalt Replacement
   c. Asphalt Speed Bumps (See Invoice, Attachment C)

   Finance Term: 15 years at 8,5%

   Estimated Cost of Financing: $499,405.11

   Total Cost of Improvement: $1,145,858

Park Lighting Improvements

1. Amount of Increase $21.22 ($2758.06/130)
2. Proposed Term 15 years

3. Dates When Completed: Feb 2024

4. Detailed Description: Install new LED solar powered street lights for 25 lights throughout the park. Includes digging of holes and installing 15 foot poles with concrete foundation, installing all light fixtures and making sure they work. (See Attachment C)

5. Itemized Summary of Each Cost: Cost was $23,340 as itemized on attached invoice and contract from Kwon Construction (See Attachment C)

Section B, Pt. 1: Q28 pp. B1-2
Section B, Pt. 2: Q1 thru Q6: pp. B1-2

B-1

Finance Term: 15 years.

Estimated Cost of Financing: $18,030.88

Total Cost of Improvement: $41,370.88

Pool and Spa Improvements

1. Amount of Increase $28.28 ($3806.51/130)
2. Proposed Term/Amortization: 15 Years
3. Dates When Completed August 2024

4. Detailed Description: See itemized invoice submitted with Application

5. Itemized Summary of Each Cost: $32,212.50 Cost of is itemized on the attached estimate from Arrowhead Pool Service & Repair, Inc.

   Finance Term: 15 years.

   Estimated Cost of Financing: $24,885.16

   Total Cost of Improvement: $57097.66

Clubhouse and Roof Replacement

1. Amount of Increase $109.53 ($14,239.52/130)
2. Proposed Term: 20 years

3. Dates When Completed (2023)

4. Detailed Description Renovation of Clubhouse, including new roof, new flooring, new paint, new fixtures in the bathrooms and kitchen, expansion of office.

5. Itemized Summary of Each Cost: Actual cost, approximately $217,000, seeking rent increase based on $136,736. See Spread Sheet and invoices for additional detail.

   Finance Term: 20 years.
   Estimated Cost of Financing: $148.054.43

   Total Cost of Improvement: $284,790 (based on $136,736 principle)

B-2

Attachment C-1

Back up for Street Improvements

INVOICE

ASPHALT PAVING CONTRACTORS LICENSE #341573

2870 EAST LA CRESTA, ANAHEIM, CALIFORNIA 92806

Telephone: (714) 238-2121, (800) 246-PAVE Fax: (714) 238-2142

Date	Rep	Invoice #
6/13/2024	Dave	35976

Customer	Job Address
Peter Wang 425 North Whisman Road, #600 Mountain View, CA 94043 (650) 969-4860 wang01pete@aol.com	The Californian MHP 950 California St. Calimesa, CA Notes: PCC,AC (Prog)

Description	Total
1. Remove and replace concrete flowline per estimate 26808-1 scope of work.	
2. Asphalt replacement per estimate 26808-1 scope of work.	
3. Asphalt speedbumps per estimate 26808-1 scope of work.	
TOTAL FOR LINE ITEMS 1 - 3:	646,453.00

Terms	Due on receipt	**Total**	$646,453.00
Please make payment via check, cashiers check or money order ONLY, payable to JB Bostick Co., Inc.		**Payments/Credits**	$0.00
		Balance Due	**$646,453.00**

Fraud Alert/Prevention: Under NO circumstance will JB Bostick Company request for payments to be wired unless a previous ACH authorization form has been submitted, prior to commencement of this project. If you do not have such prior approval and have received an email requesting to have payments wired STOP DO NOT WIRE and call our office immediately at 714-238-2121. Note: If a fraudulent wire payment is made, you the customer are still responsible for any outstanding payments not received by JB Bostick Company.

Californian Mobile Home Estates Calimesa, LP

J B Bostick Company, Inc
2870 E La Cresta Ave

Californian MHE Calimesa, LP

Check Number 1990
Check Date: Jun 21, 2024

Memo: Inv#35976, 6/13/24

Check Amount $646,453.00

Item to be Paid - Description	Discount Taker	Amount Paic
Remove & replace concrete, asphalt replacement & speedbumps		646,453.00

JPMorgan Chase Bank, N.A.
90-7162/3222

1990

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
Jun 21, 2024

AMOUNT
$ *******$646,453.00

Memo: Inv#35976, 6/13/24

Six Hundred Forty-Six Thousand Four Hundred Fifty-Three and 00/100 Dollars

PAY TO THE ORDER OF:

J B Bostick Company, Inc
2870 E La Cresta Ave
Anaheim, CA 92806

MP
AUTHORIZED SIGNATURE

⑈001990⑈ ⑆322271627⑆ 537990981⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

1990

Californian Mobile Home Estates Calimesa, LP

J B Bostick Company, Inc
2870 E La Cresta Ave

Californian MHE Calimesa, LP

Check Number 1990
Check Date: Jun 21, 2024

Memo: Inv#35976, 6/13/24

Check Amount $646,453.00

Item to be Paid - Description	Discount Taker	Amount Paic
Remove & replace concrete, asphalt replacement & speedbumps		646,453.00

C1-2

Attachment C-2

Back up for Park Lighting Improvements

KWON CONSTRUCTION

GENERAL CONTRACTORS Lic # 609633
3406 VICTORIA AVE, SANTA CLARA, CA 95051
408) 655-3477 EMAIL / PIOKWON@GMAIL.COM

Job name Wong's co Date 1/30/24
Location Californian mobile Order # _____

Contract & Invoice

We hereby submit the following proposal / contract:

CALIFORNIAN MOBILE ESTATE:

-INSTALL NEW LED SOLAR POWERED STREET LIGHTS FOR A TOTAL OF 25 STREET LIGHTS THROUGHOUT THE PARK.
-DIG HOLE 2 FEET DOWN AND INSTALL 15 FOOT POLES WITH CONCRETE FOUNDATION.
-INSTALL ALL LIGHT FIXTURES AND MAKE SURE THEY ARE OPERATIONAL.

CALIFORNIAN: STREET LIGHT MATERIAL ORDER

-ORDER 25 SOLAR POWERED STREET LIGHTS
  -1 UNIT= $ 150 x 25 = 3,750
-2" GALVANIZED POSTS; 40 POSTS
  -1 POST= $ 95 x 40 = 3,800
-CAP AND RUBBER GASKET AND COUPLING; 25
  -1 SET= $ 22 x 25 = 550
-CONCRETE CEMENT 40 BAGS
  -1 BAG $ 6 X 40 = 240

LABOR	$ 15,000
MATERIAL	$ 8,340
TOTAL	$ 23,340

Terms of payment:_____ This bib good for 30 days from above date.
Acceptance: The above proposal/Contract is satisfactory & hereby accepted.Your authorized to do the work as specified.

Signature/Title_____Date_____20 __
Notice: Under the Mechanics Lien Law. any Contractor. Subcontractor.Laborer. Supplier or other person who helps to improve or repair your property but is not paid for his work or supplies has a right to enforce a claim against your propertyThis means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness.This can happen even if you have paid your own contractor in full, If the subcontractor,laborer or supplier remains unp
Contractors State License Board. Any questio
whose address is Contractor's STATE LICENS

by the board,

KWON CONSTRUCTION

GENERAL CONTRACTORS Lic # 609633
3406 VICTORIA AVE, SANTA CLARA, CA 95051
408) 655-3477 EMAIL / PIOKWON@GMAIL.COM

Date 10/11/23

Job name _____ Order # _____

Location _____

Contract & Invoice

We hereby submit the following proposal / contract:

Californian Mobile Estate

(D) **SAN BERNADINO: STREET LIGHT MATERIAL ORDER**

-ORDER 25 SOLAR POWERED STREET LIGHTS
-1 UNIT= $ 150 x 25 = 3,750
-2" GALVANIZED POSTS; 40 POSTS
-1 POST= $ 95 x 40 = 3,800
-CAP AND RUBBER GASKET AND COUPLING; 25
-1 SET= $ 22 x 25 = 550
-CONCRETE CEMENT 40 BAGS
-1 BAG $ 6 X 40 = 240

APPROVED

BY: _____ DATE 10/11/23

~~$10,000~~ $ 8,340

1805

Californian Mobile Home Estates Calimesa, LP

Kwon Choon Ju
DBA Kwon Construction

Californian MHE Calimesa, LP

Check Number 1805
Check Date: Oct 11, 2023

Memo: Californian MHE Estates

Check Amount $8,340.00

Item to be Paid - Description	Discount Taker	Amount Paid
Order 25 Solar powered street lights, 2" galvanized psots, rubber gasket & concrete		8,340.00

improve or repair your property but is not paid for his work or supplies has a right to enforce a claim against your propertyThis means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness.This can happen even if you have paid your own contractor in full, if the subcontractor,laborer or supplier remains unpaid. Contractors are required by law to be licensed and registered by the Contractors State License Board. Any question concerning a contractor may be referred to the registrar of the board, whose address is Contractor's STATE LICENSE BOARD, 9835 Goethe Road, Sacramento, CA 98527

C2-2

KWON CONSTRUCTION

GENERAL CONTRACTORS Lic # 609633
3406 VICTORIA AVE, SANTA CLARA, CA 95051
408) 655-3477 EMAIL / PIOKWON@GMAIL.COM

Date Feb 11 / 2024

Job name Wang's Co
Location 950 S. California St Colimesa

Order # _____

Contract & Invoice

We hereby submit the following proposal / contract:

CALIFORNIAN MOBILE ESTATE:

-INSTALL NEW LED SOLAR POWERED STREET LIGHTS FOR A TOTAL OF 25 STREET LIGHTS THROUGHOUT THE PARK.
-DIG HOLE 2 FEET DOWN AND INSTALL 15 FOOT POLES WITH CONCRETE FOUNDATION.
-INSTALL ALL LIGHT FIXTURES AND MAKE SURE THEY ARE OPERATIONAL.

	$ 15,000	
PAID	3,000	P.P. reimbursed.
TOTAL	$ 12,000	CK#1898

Terms of payment:_____ This bib good for 30 days from above date.
Acceptance: The above proposal/Contract is satisfactory & hereby accepted.Your authorized to do the work as specified.

Signature/Title_____Date_____ 20 __

Notice: Under the Mechanics Lien Law. any Contractor. Subcontractor.Laborer. Supplier or other person who helps to improve or repair your property but is not paid for his work or supplies has a right to enforce a claim against your propertyThis means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness.This can happen even if you have paid your own contractor in full, if the subcontractor,laborer or supplier remains unpaid. Contractors are required by law to be licensed and registered by the Contractors State License Board. Any question concerning a contractor may be reformed to the registrar of the board, whose address is Contractor's STATE LICENSE BOARD ,9835 Goethe Road, Sacramento, CA 98527

C2-3

JPMorgan Chase Bank, N.A.
90-7162/3222

1898

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
7/11/2024

AMOUNT
$ 12,000 00

PAY TO THE ORDER OF: Kwon Construction

Twelve THOUSAND

AUTHORIZED SIGNATURE MP

⑈001898⑈ ⑆322271627⑆ 537990981⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Californian Mobile Home Estates Calimesa, LP

1898

LMP98 M/P CHECK

000185

C2-4

Attachment C-3

Back up for Pool and Spa Improvements

BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

PROJECT INSPECTION RECORD

APPLICANT:	ARROWHEAD POOL SERVICE & REPAIR INC	(909)362-5890	Permit#/DTN	13484607
ADDRESS:	3947 CROYDON ST HIGHLAND CA 92346		FEES PAID:	$476.00
			EXPIRES:	04/28/2025
DESCRIPTION OF WORK:	Construction Inspection - Mobilehome Park -Pool replaster, tile pump filter main drain split.			
LOCATION INFORMATION:	CALIFORNIAN MOBILE HOME ESTATES CALIMESA LP 950 S CALIFORNIA CALIMESA 92320-			
PARK ID:	33-0351-MP			
MANUFACTURER:		INSPECTOR:	JAIME GARCIA	(805)891-9611
DECAL:		SERIAL NUMBER	INSIGNIA	LENGTH / WIDTH
TYPE OF UNIT:				
YEAR:				

****CALL THE INSPECTOR WHEN READY FOR AN INSPECTION****

POST THIS RECORD ON-SITE IN A CONSPICUOUS LOCATION UNTIL PROJECT COMPLETION

INSP #	COMMENTS	DATE	INSPECTOR	COMMENTS
	SITE INSPECTION			
1	CORNER MARKERS			
2	SETBACKS and SEPARATIONS			
3	ACCURATE PLOT PLAN			
	FOUNDATION/ RETAINING WALL INSPECTIONS			
5	FOOTINGS			
6	SLAB			
7	STEEL REBAR			
8	BOND BEAM			
9	ADDITIOINAL SUPPORT PIERS			
	UNDERGROUND INSPECTIONS			
11	WATER			
12	ELECTRICAL			
13	GAS			
14	DRAIN/SEWER			
15	BACKFLOW PREVENTER			
16	MISC. UNDERGROUND			
	AC / FAU INSPECTIONS			
18	ELECTRICAL			
19	A/C CONDENSER			
20	A/C COIL			
21	VENTING/FIRE STOP			
22	FAU			
	FRAMING INSPECTIONS			
24	PLUMBING			
25	ELECTRICAL			
26	MECHANICAL			
27	FRAMING			
28	GAS			

29	SHEAR			
30	INSULATION			
31	DRYWALL/NAILING			
	INTERIOR AND EXTERIOR WALL			
33	STUCCO LATH			
34	MISC. SIDING			
	ROOF			
36	ROOF DECK AND NAILING/STAPLES			
37	SHEATHING/TRUSS REPAIR			
38	PLMG/MECH VENTS THRU ROOF			
39	FINAL ROOF			
	MISCELLANEOUS			
41	GROUNDING ELECTRODE (S)			
42	WORKING CLEARANCE			
43	STAIRS/LANDING			
44	SERVICE PANEL			
	FINAL INSPECTION			
50	FINAL INSPECTION			
		Permit #/DTN	13484607	

AREA OFFICES

NORTHERN AREA OFFICE
9342 TECH CENTER DRIVE, SUITE 550
SACRAMENTO, CA 95826-2581

SOUTHERN AREA OFFICE
3737 MAIN STREET, SUITE 400
RIVERSIDE, CA 92501-3337

DIAL 1 (800) 952-8356 OPTION 2 and listen for your Area Office

PLEASE NOTE:
* WORK MAY NOT BE COVERED PRIOR TO INSPECTION.
* A COPY OF APPROVED PLANS MUST BE ON-SITE UNTIL PROJECT COMPLETION.
* SPECIAL INSPECTIONS MAY BE REQUIRED; REFER TO THE APPROVED PLANS.

COMMENTS:

HCD Use Only

Date	Assignment Number	Insp. Time	Travel Miles	Travel Time	Other

C3-2

State of California
Business, Consumer Services and Housing Agency
Department of Housing and Community Development
Division of Codes and Standards
Mobilehome and Special Occupancy Parks Programs

APPLICATION FOR PERMIT TO CONSTRUCT

(SEE REVERSE SIDE OF FORM FOR INSTRUCTIONS AND ADDITIONAL INFORMATION)

CONTRACTOR/OWNER BUILDER DECLARATIONS
Not required for commercial modulars or Recreational Vehicles

1. LICENSED CONTRACTORS DECLARATION
I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.
License Class C53 Lic. No. 969765 Exp. Date 7-2026
Contractor Allen Hand Pool SVC Date 10-29-24

2. OWNER-BUILDER DECLARATION
I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (Sec. 7031.5), Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars($500).):

☑ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.).

☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.).
☐ I am exempt under Sec. _____ B. & P.C. for this reason:

Owner Jeffrey C Judy Date 10-29-24

3. WORKERS' COMPENSATION DECLARATION
I hereby affirm under penalty of perjury one of the following declarations:
☑ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
☑ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier BENCHMARK INSURANCE
Policy Number 99 WC-0000526-00
(This section need not be completed if the permit is for one hundred dollars ($100) or less).

☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to workers' compensation laws of California, and agree that if I should become subject to workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
Applicant _____ Date 10-9-24

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

4. CONSTRUCTION LENDING AGENCY
I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec.3097, Civ. C.).
Lender's Name _____
Lender's Address _____

5. CERTIFICATION
I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this county to enter upon the above-mentioned property for inspection purposes.
Signature of Applicant or Agent _____ Date 10-29-24

SECTION 1 - OWNER/APPLICANT INFORMATION
Park Name: Californian Mobile Home Estates
Park Address: 950 California St.
City: Calimesa County: Riverside
Zip: 92320 Unincorporated _____ Incorporated _____
Park Owner: Peter Wang
APPLICANT: Jeffrey Craig Judy
☐ CONTRACTOR ☑ OWNER ☐ Other _____
Address: 3947 Croydon Street
Highland CA. Tel. No. 909-362-5890
Architect/Engineer _____ Lic. No. _____
Address _____ Tel. No. _____

SECTION 2 - DESCRIPTION OF WORK AND VALUATION
Pool Replaster, Tile, Skimmers, Trim Tile, Breakpoint Line, 1-Anodes, Water Line Tile, Pump, Filter, Main Drain Split.
Valuation $ 37,000.00

SECTION 3 - ACCESSORY BUILDINGS or STRUCTURES
☐ NEW ☐ REINSTALL Standard Plan Approval No. _____
☐ Awning ☐ Carport ☐ Porch ☐ Cabana
☒ Other (specify) Pool Pump
OWNER _____ Tel. No. _____
Address _____
RESIDENT _____ Tel. No. _____
Lot No. _____

SECTION 4 - MANUFACTURED HOME/MOBILEHOME INSTALLATION
Owner _____ Tel. No. _____
Address _____
Resident _____ Lot No. _____
Serial Number(s) _____
Manufacturer Name/
Date of MFG. _____ Model Name _____
Insignia/HUD Label No. _____

SECTION 5 - PARK OWNER, OPERATOR OR MANAGER SIGNATURE
APPROVED:
Katherine Ritter 10/30/24
(Signature Required) Date

DEPARTMENT USE ONLY
ID. No. 33-0351
☐ MP ☐ AS ☐ MHI
Closed By _____
Date Closed _____

COLLECTION INFORMATION
Collection # _____
Fee Rec'd 476
Collection Date 10.30.24
Assigned To Jaime
Routed By GB

Upon Department approval to release, and payment of fees, this permit is issued only for items validated below.
PERMIT # 1348407
MH-ACC/S _____
MP _____
BLDG _____
MHI _____
MISC. _____
TECH SER. _____
PLC'K _____
S.M.I. _____
ISSUE 476
TOTAL _____

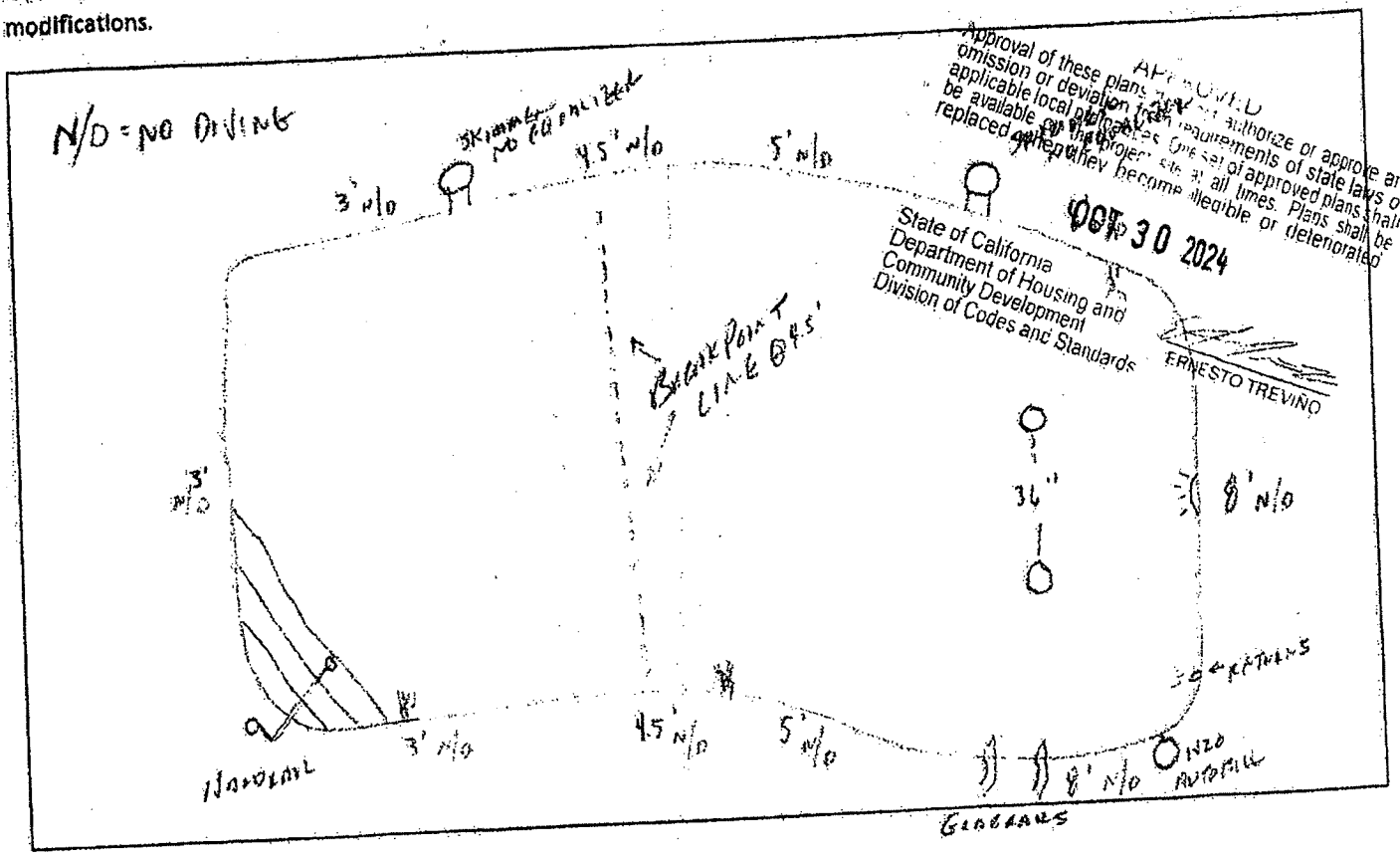
DIVISION PROCESS RECORD
Application _____
Local Planning _____
Local Fire _____
Local Health _____
Public Works _____
Environmental Impact _____
Negative Declaration _____
School Impact Fees _____
Date 10-28-24
Issued By E.T.
Expires 4.26.25

HCD MP 50, Side 1 (Rev. 08/20) DISTRIBUTION: WHITE - DEPARTMENT, BLUE - APPLICANT, YELLOW - DISTRICT REPRESENTATIVE, PINK - ASSESSOR

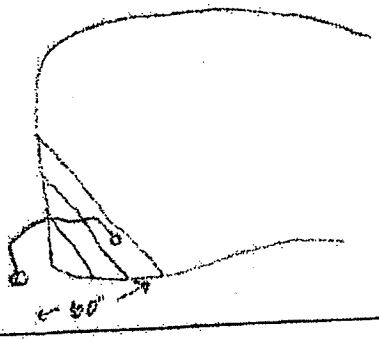
C3-3

1) Plumbing inspection will verify main drains properly split minimum 3 feet apart 2) Breakline tile must be contrasting color at least 4-inches, but not greater than 6 inches wide. 3) Handrail at steps must not be less than 28-inches and no more than 36-inches above the coping and step treads. 4) Underwater ladder steps must have minimum tread of 5-inches, width of 14-inches, and step risers must be uniform not to exceed 12-inches in height. 5) New variable speed pump must be set to provide flow of approximately 90 GPM.

Provide a TOP VIEW drawing of the pool/spa showing the locations of the following: Depth markers, steps, ladders, trim tile, breakline tile, drain covers, skimmers, and equalizer covers. Include a plumbing diagram for all proposed plumbing modifications.



Provide a SIDE VIEW Drawing of:

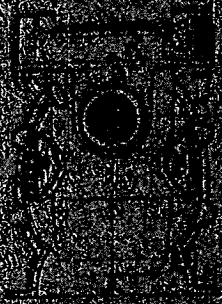
Stairs & Handrail (Label Dimensions)	Coping Detail (Label Dimensions)
	EXISTING

Submit a photograph(s) of each body of water.

PLASTER = ASTUTO WHITE MINIPEBBLE
WATERLINE TILE: BLUE
TRIM TILE 2"x2" NON SKID BLACK
DEPTH MARKERS WATERLINE ROAD DECK/NO DIVING IN DEEP
NO SKIMMER EQUALIZER LINE / H2O HORIZ DRAIN

C3-4

Specifications and Dimensions



C3-5

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

Credit Card Receipt

Customer: KATHERINE J DITTES 12564 5TH ST UNIT D, YUCAIPA, CA, 92399	Date Received	10/30/2024
	Card #	XXXX-XXXX-XXXX-8642
	Authorization #	00919P
	Amount	$476.00

DATE	DTN	REFERENCE	FEES
10/30/2024	13484607 - Park Alteration & Permanent Building Permit		$476.00
		Total Fees:	$476.00
		Previously Paid:	$0
		Paid Today:	$476.00
		Balance Due:	$0

Please Note: This payment does not complete your application. If you have any questions please contact (800) 952-8356 and reference your DTN number listed above.

Contact: California Department of Housing & Community Development
Headquarters Phone: (800) 952-8356
Mailing Address: PO Box 277820
Sacramento, CA 95827

C3-6

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

District of Environmental Services

POOL AND SPA RENOVATION WORKSHEET

Name of Facility: Californian Mobile Estates PR: 1000715 SR: FP 1135

Site Address: 950 California Street City: Calimesa Zip Code: 92320

Contractor: ARROWHEAD POOL SERVICE & REPAIR INC. License #: 969765 License Type: C-53

Telephone: 909-936-9463 Fax: 909-862-0948 E-mail: arrowheadpoolservice@gmail.com

Check One: POOL ✓ SPA WADER WATER FEATURE

Scope of Work: (check all that apply)

Include all modifications, upgrades, and additions that will be done during the renovation regardless of whether multiple contractors are performing the work. Please note, the scope of work may require additional plan submittal.

- ☒ Resurfacing-white plaster
- ☒ Waterline tile
- ☒ Trim tile
- ☒ Depth markers
- ☒ Breakline tile @ 4 ½ foot depth
- ☒ Hand rails (provide detail)
- ☒ Deep end exit ladder/grab rails
- ☒ Splitting suction outlets
- ☐ Coping (provide detail)
- ☒ Replace surface skimmers
- ☐ Decking
- ☒ Deck depth markers
- ☐ Bring equipment out of pit
- ☒ Equipment addition/change
- ☐ Solar system installation
- ☐ Fencing (provide fence plans)
- ☐ Replace plumbing
- ☐ Depth change (e.g. shallow)
- ☒ Drain covers
- ☒ Pump replacement
- ☒ Other remodel: Install water autofill device

Pool Information

Surface Area	Volume	Depth(s)	
860 sq.ft.	35,475 gallons	Min: 3 ft. Max: 8 ft.	Suction Pipe: 2.5" in. Return Pipe: 2 in. Piping Type: PVC

Equipment Information

☒ NEW ☐ EXISTING	**Recirculation Pump** Make: Jandy Model: VSPHP270DV2A HP: 2.7 Min flow: ____ gpm Max flow: ____ gpm ☒ Split Main Drain ☐ Unblockable Drain ☐ Single Drain + SVRS: ____	**Drain Covers** Make: Aquastar Model: A10RCFR2101 ☒ Floor ☐ Wall Max Flow: 170
☐ NEW ☐ EXISTING ☐ N/A	**Jet System Pump** Make: ____ Model: ____ HP: ____ ☐ Split Main Drain ☐ Unblockable Drain ☐ Single Drain + SVRS: ____	**Drain Covers** Make: N/A Model: ____ ☐ Floor ☒ Wall Max Flow: ____
☒ NEW ☐ EXISTING	**Filter** Make: Jandy Model: SFSM120 Type: Sand	Backwash:
☐ NEW ☐ N/A ☒ EXISTING	**Chlorinator** Make: IPS systems Model: IPS-M920WL-CA	
☒ NEW ☐ N/A ☐ EXISTING	**Salt Chlorine Generator** Make: ____ Model: ____ Quantity: ____	
☒ NEW ☐ EXISTING	**Skimmer(s)** Make: Sta-rite Model: 08650-1404 Quantity: 2	**Equalizer Drain Covers** Make: N/A Model: Autofill
☐ NEW ☐ EXISTING	**Flow Meter** Make: Blue-white Model: F-30200P	
☐ NEW ☐ N/A ☒ EXISTING	**Solar System** Submit a detailed plumbing schematic	☐ Separate pump system ☐ Bypass loop ☐ Bypass loop w/ booster

All electrical, plumbing, mechanical, and structural repairs and installations shall be done under permit with the local Department of Building and Safety.

For office use only: (APPROVED) REJECTED By: O. Gonzalez Date: 10/25/2024

For required inspections ☒ Plumbing ☐ Pre-Plaster ☒ Final Contact: Hemet office 951-766-2824

See comments at top of next page.

For our office locations call us at (888) 722-4234 or visit our website at www.rivcoeh.org C3-7

DES-156 (REV 8/17)

Emailed to Angie on 7/23/24. @11:03PM

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

District of Environmental Services

POOL AND SPA RENOVATION WORKSHEET

Name of Facility: Californian Mobile Estates PR: 14488 SR:

Site Address: 950 California Street City: Calimesa Zip Code: 92320

Contractor: ARROWHEAD POOL SERVICE & REPAIR INC. License #: 969765 License Type: C-53

Telephone: 909-936-9463 Fax: 909-862-0948 E-mail: arrowheadpoolservice@gmail.com

Check One: POOL SPA ✓ WADER WATER FEATURE

Scope of Work: (check all that apply)

Include all modifications, upgrades, and additions that will be done during the renovation regardless of whether multiple contractors are performing the work. Please note, the scope of work may require additional plan submittal.

- [X] Resurfacing-white plaster
- [X] Waterline tile
- [X] Trim tile
- [X] Depth markers
- [ ] Breakline tile @ 4 ½ foot depth
- [ ] Hand rails (provide detail)
- [ ] Deep end exit ladder/grab rails
- [X] Splitting suction outlets
- [X] Coping (provide detail)
- [ ] Replace surface skimmers
- [X] Decking
- [X] Deck depth markers
- [ ] Bring equipment out of pit
- [ ] Equipment addition/change
- [ ] Solar system installation
- [ ] Fencing (provide fence plans)
- [X] Replace plumbing
- [ ] Depth change (e.g. shallow)
- [X] Drain covers
- [ ] Pump replacement
- [ ] Other remodel:

Replace any leaking underground plumbing as necessary

Variable speed jet pump must be set at a flow no more than 63 GPM. This will be verified at flowmeter.

Pool Information:

Surface Area	Volume	Depth(s)	
80 sq.ft.	1600 gallons	Min: 3 ft. Max: ___ ft.	Suction Pipe: 2" in. Return Pipe: 2 in. Piping Type: PVC sch 40

Equipment Information:

[ ] NEW [X] EXISTING	Recirculation Pump Make: Pentair S-F Model: 340038 HP: 1 Min flow: N/A gpm Max flow: 60 gpm [X] Split Main Drain [ ] Unblockable Drain [ ] Single Drain + SVRS:	Drain Covers Make: Aquastar 10" Model: A10RCFR2101 [X] Floor [ ] Wall Max Flow: 170
[ ] NEW [X] EXISTING [ ] N/A	Jet System Pump: Make: Pentair wf Model: WFE-4 HP: 1 [X] Split Main Drain [ ] Unblockable Drain [ ] Single Drain + SVRS: Jandy VSFHP185DV2A	Drain Covers Make: Aquastar 10" Model: A10RCFR2101 [ ] Floor [X] Wall Max Flow: 98.2
[ ] NEW [ ] EXISTING	Filter Make: Pentair Model: FNSP-48 Type: DE	Backwash:
[ ] NEW [ ] N/A [X] EXISTING	Chlorinator Make: IPS Model: IPS-M920WL-CA	
[X] NEW [X] N/A [ ] EXISTING	Salt Chlorine Generator Make: ___ Model: ___ Quantity: ___	
[X] NEW [ ] EXISTING	Skimmer(s) Make: STA-RITE Model: 08650-1404 Quantity: 1	Equalizer Drain Covers Make: S/A Model: S/A
[ ] NEW [X] EXISTING	Flow Meter Make: BLUE-WHITE Model: F-30200P	
[ ] NEW [X] N/A [ ] EXISTING	Solar System Submit a detailed plumbing schematic	[ ] Separate pump system [ ] Bypass loop [ ] Bypass loop w/ booster

All electrical, plumbing, mechanical, and structural repairs and installations shall be done under permit with the local Department of Building and Safety.

For office use only: (APPROVED) REJECTED By: O. Gonzalez Date: 7-10-2024

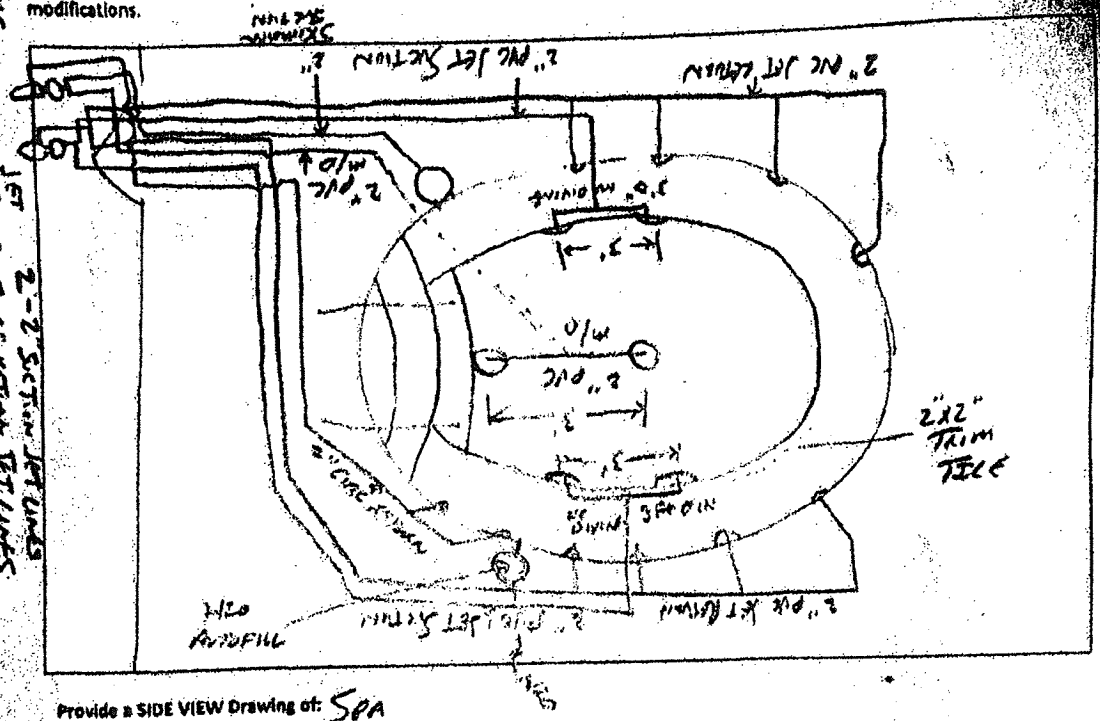
For required inspections [X] Plumbing [ ] Pre-Plaster [X] Final Contact: Hemet office 951-766-2824

For our office locations call us at (888) 722-4234 or visit our website at www.rivcoeh.org

C3-8

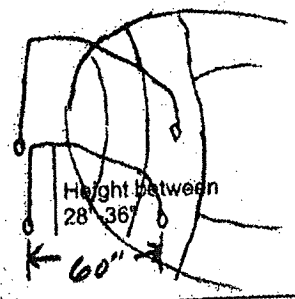
DES-136 (REV 8/17)

Provide a TOP VIEW drawing of the pool/spa showing the locations of the following: Depth markers, steps, ladders, trim tile, breakline tile, drain covers, skimmers, and equalizer covers. Include a plumbing diagram for all proposed plumbing modifications.

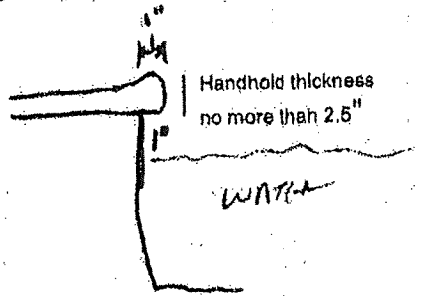


Provide a SIDE VIEW Drawing of: SPA

Stairs & Handrail (Label Dimensions)



Coping Detail (Label Dimensions)



Submit a photograph(s) of each body of water.

C3-9

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SUPPLEMENTAL REPORT TO SAN. FORM # _____ DATE 7/17/24

SUBJECT Californian Mobile Estates Spa PERMIT NO. _____

ADDRESS 250 California St Calimesa DISTRICT _____

INSPECTOR O. Gonzalez

REMARKS: Plumbing

Inspection for remodel of existing spa. Today observed suction outlets properly split a minimum 3" apart and pipe size per plan of 2".

Approved to continue construction pending approval from all other agencies. Contact our Hemet office 951-766-2824 when ready to schedule preplaster inspection.

Not approved to operate.

C3-10

RECEIVED BY: X

DEH-32 (REV 7/15)

Distribution: WHITE-Office; CANARY-Owner

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SUPPLEMENTAL REPORT TO SAN. FORM # _____ DATE 8/8/24

SUBJECT Californian Mobile Estates Spa PERMIT NO. _____

ADDRESS 950 California St Calimesa DISTRICT 15

INSPECTOR O. Gonzalez

REMARKS: Pre plaster

Inspection for remodel of existing spa. Observed tile work, coping, deck, and handrails approved. Continue construction per plan, approved to plaster.

Contact our department when ready for final inspection Hemet office 951-766-2824

Not approved to operate.

RECEIVED BY:

C3-11

DEH-32 (REV 7/15)

Distribution: WHITE-Office; CANARY-Owner

Gmail

Californian MHE <californianmhecalimesa@gmail.com>

Invoice#85080 from Arrowhead Pool Service

1 message

Arrowhead Pool Service & Repair Inc. <quickbooks@notification.intuit.com> Mon, Aug 12, 2024 at 7:17 AM
Reply-To: arrowheadpoolservice@gmail.com
To: californianmhecalimesa@gmail.com
Cc: arrowheadpoolservice@gmail.com

INVOICE 85080 DETAILS

ARROWHEAD
POOL SERVICE & REPAIR INC.

DUE 08/21/2024

$32,212.50

Print or save

Powered by QuickBooks

Dear CATHY,

Attached is your invoice with the complete total.

Thank you for your business.

A pdf version of your invoice is attached at the bottom of this email.
Please note that past-due invoices will be charged a $25 late fee.

C3-12

We appreciate your business.

The Arrowhead Pool Service Team

Arrowhead Pool Service & Repair
arrowheadpoolservice@gmail.com
909-362-5890

Bill to

CATHY
CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA STREET
CALIMESA, CA 92320

Sales rep CRAIG

SPA REMODEL	$0.00
THE FOLLOWING IS THE INVOICE TO STRIP THE SPA TO GUNITE SURFACE, SPLIT FLOOR DRAINS AS PER CODE, DEMO DECK TO REPLUMB ALL JETS WITH NEW PLUMBING UNDERGROUND AT SPA AND TO PUMP ROOM FOR ALL NEW PVC, CORE DRILL 8 NEW HOLES IN SPA WALL FOR NEW JET ENTRY, REPLACE CONCRETE DECK, INSTALL NEW 3-BEND HANDRAILS AS PER CODE, NEW WATERLINE TILE, NEW TRIM TILE, NEW LED 120V SPA LIGHT, REPLACE THE DE FILTER UNIT WITH NEW SAND FILTRATION,INSTALL REQUIRED DEPTH MARKERS AND NO DIVING MARKERS AS PER CODE, REMOVE AND REPLACE THE COPING AROUND THE SPA, INSTALL NEW EXPANSION JOINT SEALANT AROUND COPING OF SPA,	$0.00

C3-13

REPLASTER SPA SURFACE WITH PEBBLESCAPE PLASTER SURFACE FOR ADDED STRENGTH AND LIFE, REFILL AND DO START-UP PROCEDURE:

HYDRO-BLAST PLASTER STRIP OF SPA, TILE, AND COPING

30 X $30.00 $900.00

-REMOVE AND REPLACE THE CONCRETE IN SPA ROOM AND SECTION OF CONCRETE TO THE SPA EQUIPMENT AREA $0.00

LABOR FOR DEMO AND INSTALLATION MATERIALS

1 X $7,500.00 $7,500.00

-INSTALL NEW JET SYSTEM FOR CIRCULATION & JETS, SKIMMER $0.00

LABOR AND MATERIALS

1 X $8,445.00 $8,445.00

-iNSTALL NEW ELECTRICAL TO SPA JET TIMER WITH EMERGENCY SHUT OFF SYSTEM AND JET PUMP CONTROL $0.00

COMMERCIAL SPA EMERGENCY SHUT-OFF SYSTEM

1 X $975.00 $975.00

C3-14

INTERMATIC SPRING WOUND TIMER 0-30 MINUTE

1 X $55.00 $55.00

MISC. PARTS,(PIPE,FITTINGS,WIRE, AND ELEC.CONDUIT)

1 X $350.00 $350.00

LABOR COMMERCIAL RATE

4 X $105.00 $420.00

-SPA COPING REPLACEMENT $0.00

LABOR, COPING, AND INSTALLATION MATERIALS

1 X $1,985.00 $1,985.00

TILE AROUND WATERLINE OF BODY OF WATER (GROUP 1-4)

35 X $22.00 $770.00

TILE IN SEATS AND STEPS

40 X $20.00 $800.00

TILE DEPTH MARKERS 6" X 6". WATERLINE

3 X $10.00 $30.00

TILE DEPTH MARKER D/M FT AB FP NON-SKID

3 X $15.00 $45.00

C3-15

TILE D/M INT NO DIVING SYMBOL AB FP

3 X $15.00 $45.00

AQUASTAR 10" WHITE DRAIN COVER WITH MUD RING

6 X $55.00 $330.00

DECK EXPANSION JOINT REMOVAL AND REPLACEMENT BY THE LINEAR FOOT.

35 X $8.50 $297.50

-NEW LED LIGHT AND SAND FILTER $0.00

JANDY LED LARGE WHITE LIGHT 120V 50' 5K (NO SPA LIGHT)

0 X $940.00 $0.00

JANDY SAND FILTER SIDE MOUNT 30" W/UNIONS

1 X $1,535.00 $1,535.00

JANDY SAND FILTER MULTI-PORT VALVE 6-POSITION, 2" FITTINGS

1 X $295.00 $295.00

PEA GRAVEL 50 # BAG

3 X $10.00 $30.00

ZEO-BEST FILTER MEDIA (SAND)

3 X $60.00 $180.00

C3-16

FILTER SAND 50# BAG

10 X $10.00 $100.00

LABOR AND INSTALLATION MATERIALS

1 X $450.00 $450.00

3-BEND HANDRAIL DECK TO POOL FLOOR

2 X $345.00 $690.00

HANDRAIL ANCHOR SOCKET 3" BRASS

4 X $40.00 $160.00

HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL

4 X $9.00 $36.00

PERIMETER FEET OF PEBBLESCAPE

30 X $95.00 $2,850.00

START UP POOL AND/OR SPA AND ADD NECESSARY CHEMICALS

1 X $175.00 $175.00

-REPLACE THE SPA JET PUMP PER COUNTY

JANDY FLOPRO VS PUMP 1.85HP W/O CONTROLLER

1 X $1,890.00 $1,890.00

C3-17

SERIAL# EDEH03020409240458

LABOR AND INSTALLATION MATERIALS

1 X $0.00 $0.00

-AUTOFILL WATER FILL DEVICE INSTALLED

MP WATER AUTOFILL

1 X $115.00 $115.00

ANTI-SYPHON VALVE 3/4" WITH UNION

1 X $59.00 $59.00

LABOR AND INSTALLATION MATERIALS

1 X $175.00 $175.00

- $0.00

WARRANTY:
WARRANTY ON ANY SURFACE DELAMINATING IS THREE (3) YEARS FROM DATE OF POOL START-UP. NO WARRANTY ON PLASTER FINISH COLOR STAINING. 1-YEAR WARRANTY ON PLUMBING THAT WAS REPLACED AT TIME OF REMODEL. $0.00

NOTE: IF ANY UNFORESEEN UNDERGROUND PROBLEMS OR ISSUES ARISE YOU WILL BE NOTIFIED AND PRICE ADJUSTMENTS WILL BE MADE. $0.00

C3-18

-

$0.00

PERMITS COSTS FOR RIV. HEALTH DEPT

$0.00

RIVERSIDE CO. PLAN CHECK PERMIT FOR HAALTH DEPT. REQUIREMENTS.

$525.00

$525.00

Subtotal:$32,212.50

Balance due $32,212.50

Print or save

P.O. BOX 159 Highland, CA 92346 US

+19093625890 arrowheadpoolservice@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

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INVOICE_85080_from_Arrowhead Pool Service & Repair Inc..pdf
48K

C3-19

Californian Mobile Home Estates Calimesa, LP

Jeffery C Judy
DBA Arrowhead Pool
Memo: Inv#85074, 8/6/24

Californian MHE Calimesa, LP

Check Number 2024
Check Date: Aug 7, 2024

Check Amount $20,000.00

Item to be Paid - Description	Discount Taker	Amount Paic
Spa remodel (first payment installment)		20,000.00

2024

JPMorgan Chase Bank, N.A.
90-7162/3222

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
Aug 7, 2024

AMOUNT
$ ********$20,000.00

Memo: Inv#85074, 8/6/24

Twenty Thousand and 00/100 Dollars

PAY TO THE ORDER OF:

Jeffery C Judy
DBA Arrowhead Pool Service & Repair Inc
P O Box 159
Highland, CA 92346

MP
AUTHORIZED SIGNATURE

⑈00 20 24⑈ ⑆3 2 2 2 7 1 6 2 7⑆ 5 3 7 9 9 0 9 8 1⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

2024

Californian Mobile Home Estates Calimesa, LP

Jeffery C Judy
DBA Arrowhead Pool
Memo: Inv#85074, 8/6/24

Californian MHE Calimesa, LP

Check Number 2024
Check Date: Aug 7, 2024

Check Amount $20,000.00

Item to be Paid - Description	Discount Taker	Amount Paic
Spa remodel (first payment installment)		20,000.00

C3-20

LMP98 M/P CHECK
10400

Rev 6/19

000206

DESCRIPTION	QTY	RATE	AMOUNT
			0.00
NOTE: IF ANY UNFORESEEN UNDERGROUND PROBLEMS OR ISSUES ARISE YOU WILL BE NOTIFIED AND PRICE ADJUSTMENTS WILL BE MADE.			0.00
-			0.00
PERMITS COSTS FOR RIV. HEALTH DEPT			
RIVERSIDE CO. PLAN CHECK PERMIT FOR HAALTH DEPT. REQUIREMENTS.	525.00		525.00
		Subtotal:	32,212.50
		PAYMENT	20,000.00
		TOTAL DUE	$12,212.50

GL 71900 THANK YOU.

2028

JPMorgan Chase Bank, N.A.
90-7162/3222

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
Aug 13, 2024

AMOUNT
$ ********$12,212.50

Memo: Inv#85085, 8/11/24

Twelve Thousand Two Hundred Twelve and 50/100 Dollars

PAY TO THE ORDER OF:

Jeffery C Judy
DBA Arrowhead Pool Service & Repair Inc
P O Box 159
Highland, CA 92346

AUTHORIZED SIGNATURE MP

⑈002028⑈ ⑆322271627⑆ 537990981⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

2028

Californian Mobile Home Estates Calimesa, LP

Jeffery C Judy
DBA Arrowhead Pool
Memo: ~~Inv#85085~~, 8/11/24

Californian MHE Calimesa, LP

Check Number 2028
Check Date: Aug 13, 2024

Check Amount $12,212.50

Item to be Paid - Description	Discount Taker	Amount Paic
Spa - remodel (Completed payment) (Void 2027)		12,212.50

C3-21

e mailed to Jaime HAD on 5/16/24 9:45 AM LD

ESTIMATE

Arrowhead Pool Service & Repair Inc.
P.O. BOX 159
Highland, CA 92346

arrowheadpoolservice@gmail.com
(909) 362-5890

ARROWHEAD
POOL SERVICE & REPAIR INC.

CALIFORNIAN MOBILE ESTATES

Bill to
CATHY
CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA STREET
CALIMESA, CA 92320

Ship to
CATHY
CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA STREET
CALIMESA, CA 92320

Estimate details
Estimate no.: 3258
Estimate date: 03/18/2024
Expiration date: 06/30/2024

Sales Rep: CRAIG
Sales Rep: CRAIG

#	Product or service	Description	Qty	Rate	Amount
1.		SPA REMODEL			$0.00
2.		THE FOLLOWING IS AN ESTIMATE TO STRIP THE SPA TO GUNITE SURFACE, SPLIT FLOOR DRAINS AS PER CODE, DEMO DECK TO REPLUMB ALL JETS WITH NEW PLUMBING UNDERGROUND AT SPA AND TO PUMP ROOM FOR ALL NEW PVC, CORE DRILL 8 NEW HOLES IN SPA WALL FOR NEW JET ENTRY, REPLACE CONCRETE DECK, INSTALL NEW 3-BEND HANDRAIL AS PER CODE, NEW WATERLINE TILE, NEW TRIM TILE, NEW LED 120V SPA LIGHT, REPLACE THE DE FILTER UNIT WITH NEW SAND FILTRATION,INSTALL REQUIRED DEPTH MARKERS AND NO DIVING MARKERS AS PER CODE, REMOVE AND REPLACE THE COPING AROUND THE SPA, INSTALL NEW EXPANSION JOINT SEALANT AROUND COPING OF SPA,			$0.00

C3-22

		REPLASTER SPA SURFACE WITH PEBBLESCAPE PLASTER SURFACE FOR ADDED STRENGTH AND LIFE, REFILL AND DO START-UP PROCEDURE:			
3.	**PLASTER STRIP**	HYDRO-BLAST PLASTER STRIP OF SPA, TILE, AND COPING	30	$30.00	$900.00
4.		-REMOVE AND REPLACE THE CONCRETE IN SPA ROOM AND SECTION OF CONCRETE TO THE SPA EQUIPMENT AREA			$0.00
5.	**LABOR AND MATERIALS**	LABOR FOR DEMO AND INSTALLATION MATERIALS	1	$7,500.00	$7,500.00
6.		-INSTALL NEW JET SYSTEM FOR CIRCULATION & JETS, SKIMMER			$0.00
7.	**LABOR AND MATERIALS**	LABOR AND MATERIALS	1	$8,445.00	$8,445.00
8.		-INSTALL NEW ELECTRICAL TO SPA JET TIMER WITH EMERGENCY SHUT OFF SYSTEM AND JET PUMP CONTROL			$0.00
9.	**COMMERCIAL SPA EMERGENCY SHUT-OFF SYSTEM**	COMMERCIAL SPA EMERGENCY SHUT-OFF SYSTEM	1	$975.00	$975.00
10.	**INTERMATIC TIMER**	INTERMATIC SPRING WOUND TIMER 0-30 MINUTE	1	$55.00	$55.00
11.	**MISC. PARTS**	MISC. PARTS,(PIPE,FITTINGS,WIRE, AND ELEC.CONDUIT)	1	$350.00	$350.00
12.	**LABOR COM**	LABOR COMMERCIAL RATE	4	$105.00	$420.00
13.		-SPA COPING REPLACEMENT			$0.00
14.	**LABOR AND MATERIALS**	LABOR, COPING, AND INSTALLATION MATERIALS	1	$1,985.00	$1,985.00
15.	**WATERLINE TILE**	TILE AROUND WATERLINE OF BODY OF WATER (GROUP 1-4)	35	$22.00	$770.00
16.	**TRIM TILE**	TILE IN SEATS AND STEPS	40	$20.00	$800.00
17.	**TILE DEPTH MARKER**	TILE DEPTH MARKERS 6" X 6". WATERLINE	3	$10.00	$30.00
18.	**TILE DEPTH MARKER N/SKID**	TILE DEPTH MARKER D/M FT AB FP NON-SKID	3	$15.00	$45.00
19.	**TILE NO/DIVING NON SKID**	TILE D/M INT NO DIVING SYMBOL AB FP	3	$15.00	$45.00

20.	**AQUASTAR 10" WHITE DRAIN COVER WITH MUD RING (EACH)**	AQUASTAR 10" WHITE DRAIN COVER WITH MUD RING	6	$55.00	$330.00
21.	**EXPANSION R/R**	DECK EXPANSION JOINT REMOVAL AND REPLACEMENT BY THE LINEAR FOOT.	35	$8.50	$297.50
22.		-NEW LED LIGHT AND SAND FILTER			$0.00
23.	**JANDY LED LARGE WHITE LIGHT 120V 50'**	JANDY LED LARGE WHITE LIGHT 120V 50' 5K	1	$940.00	$940.00
24.	**JANDY SAND FILTER SIDE MOUNT 30" W/UNIONS**	JANDY SAND FILTER SIDE MOUNT 30" W/UNIONS	1	$1,535.00	$1,535.00
25.	**JANDY MULTI-PORT VALVE 2"**	JANDY SAND FILTER MULTI-PORT VALVE 6-POSITION, 2" FITTINGS	1	$295.00	$295.00
26.	**PEA GRAVEL**	PEA GRAVEL 50 # BAG	3	$10.00	$30.00
27.	**ZEO-BEST FILTER MEDIA**	ZEO-BEST FILTER MEDIA (SAND)	3	$60.00	$180.00
28.	**FILTER SAND 50#**	FILTER SAND 50# BAG	10	$10.00	$100.00
29.	**LABOR AND MATERIALS**	LABOR AND INSTALLATION MATERIALS	1	$450.00	$450.00
30.	**HANDRAIL 60' DECK TO FLOOR**	3-BEND HANDRAIL DECK TO POOL FLOOR	1	$345.00	$345.00
31.	**HANDRAIL ANCHOR 1.90" TUBE**	HANDRAIL ANCHOR SOCKET 3" BRASS	2	$40.00	$80.00
32.	**HANDRAIL ESCUTCHEON**	HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL	2	$9.00	$18.00
33.	**PEBBLESCAPE FINISH**	PERIMETER FEET OF PEBBLESCAPE	30	$95.00	$2,850.00
34.	**START UP AND CHEMS**	START UP POOL AND/OR SPA AND ADD NECESSARY CHEMICALS	1	$175.00	$175.00
35.		-			$0.00
36.		WARRANTY: WARRANTY ON ANY SURFACE DELAMINATING IS THREE (3) YEARS FROM DATE OF POOL START-UP. NO WARRANTY ON PLASTER FINISH COLOR STAINING. 1-YEAR WARRANTY ON PLUMBING THAT WAS REPLACED AT TIME OF REMODEL.			$0.00
37.		NOTE: IF ANY UNFORESEEN UNDERGROUND PROBLEMS OR ISSUES ARISE YOU			$0.00

C3-24

		WILL BE NOTIFIED AND PRICE ADJUSTMENTS WILL BE MADE.			
38.		-			$0.00
39.		PERMITS COSTS FOR RIV. HEALTH DEPT			$0.00
40.	**PLAN CHECK PERMIT RIV.**	RIVERSIDE CO. PLAN CHECK PERMIT FOR HAALTH DEPT. REQUIREMENTS.	1	$525.00	$525.00
41.	**Subtotal**	Subtotal			**$30,470.50**
			Total		**$30,470.50**

Note to customer

Conractor's Lic # 969765

Expiry date 06/30/2024

C3-25

Gmail

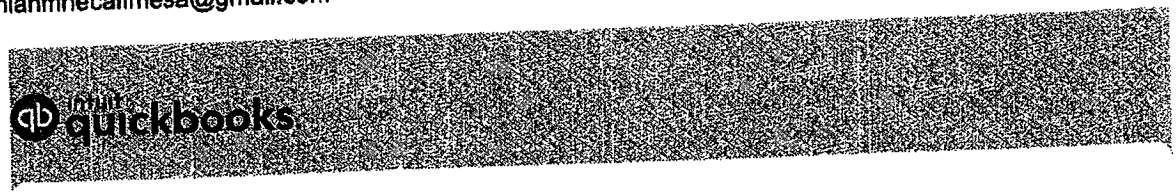
Californian MHE <californianmhecalimesa@gmail.com>

You approved Estimate #3258

1 message

QuickBooks Payments <quickbooks@notification.intuit.com>
To: californianmhecalimesa@gmail.com

Wed, May 15, 2024 at 12:55 PM



View estimate

Estimate approved!

Estimate details

Estimate no.	3258
Approved on	05/15/2024
Estimate total	$30470.50

Thank you,

ARROWHEAD
POOL SERVICE & REPAIR INC.

Arrowhead Pool Service & Repair Inc.

(909) 362-5890

arrowheadpoolservice@gmail.com

P.O. BOX 159, Highland, CA, 92346, US

Please don?t reply to this email, if you need any help regarding this message, please contact the business directly.

C3-26

Gmail Californian MHE <californianmhecalimesa@gmail.com>

Estimate#3372 from Arrowhead Pool Service & Repair

1 message

Arrowhead Pool Service & Repair Inc. <quickbooks@notification.intuit.com> Tue, Sep 17, 2024 at 6:38 AM
Reply-To: arrowheadpoolservice@gmail.com
To: californianmhecalimesa@gmail.com
Cc: arrowheadpoolservice@gmail.com

ESTIMATE 3372 DETAILS

ARROWHEAD
POOL SERVICE & REPAIR INC.

DUE 11/30/2024

$30,945.00

Review and approve

Powered by QuickBooks

Dear CATHY,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Arrowhead Pool Service & Repair

C3-27

Address

ATTN: CATHY
CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA STREET
CALIMESA, CA 92320

Sales rep

CRAIG

September 2024

THE FOLLOWING IS AN ESTIMATE TO STRIP THE POOL OF PLASTER,TILE, AND FIBERGLASS COATING. REMOVE AND REPLACE THE TWO POOL SKIMMERS, INSTALL NEW WATERLINE TILE, TRIM TILE, BREAKPOINT LINE, 3-BEND POOL ENTRY HANDRAIL, GRABRAILS AT DEEP END, SPLIT MAIN DRAIN, INSTALL INGROUND WATER AUTOFILL DEVICE, DEPTH MARKERS IN DECK ABOVE THE WATERLINE DEPTH MARKERS, AND INSTALL WHITE PEBBLE FINISH PLASTER:

-

HYDRO-BLAST PLASTER & FIBERGLASS STRIP OF POOL

120 X $25.00 $3,000.00

-REMOVE AND REPLACE SKIMMERS

LABOR AND INSTALLATION MATERIALS

2 X $1,750.00 $3,500.00

TILE AROUND WATERLINE OF BODY OF WATER

C3-28

130 X $20.00 $2,600.00

TILE IN SEATS AND STEPS

26 X $18.00 $468.00

BREAKPOINT TILE BY FOOT NON-SKID

20 X $20.00 $400.00

-ENTRY HANDRAIL

3-BEND HANDRAIL DECK TO POOL FLOOR

1 X $335.00 $335.00

HANDRAIL ANCHOR SOCKET 3" BRASS

2 X $40.00 $80.00

HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL

2 X $9.00 $18.00

LABOR AND INSTALLATION MATERIALS

1 X $275.00 $275.00

-GRABRAILS AT DEEP END WITH NEW WALL STEPS

S.R. SMITH GRAB RAIL FIG 4 COMMERCIAL (PAIR)

1 X $795.00 $795.00

HANDRAIL ANCHOR SOCKET 3" BRASS

4 X $40.00 $160.00

C3-29

HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL

4 X $9.00 $36.00

WALL STEPS WHITE PVC (PLASTER STYLE) 3-PAK

1 X $50.00 $50.00

LABOR AND INSTALLATION MATERIALS

1 X $550.00 $550.00

-SPLIT MAINDRAIN FROM ONE DRAIN TO TWO

SPLIT MAIN DRAIN INTO TWO DRAINS

1 X $700.00 $700.00

-INSTALL INGROUND WATERFILL SYSTEM

MP WATER AUTOFILL

1 X $105.00 $105.00

LABOR AND INSTALLATION MATERIALS

1 X $750.00 $750.00

-DECK DEPTH MARKERS (NON SKID)

TILE DEPTH MARKER ?FT AB FP NON-SKID

14 X $15.00 $210.00

TILE D/M INT NO DIVING SYMBOL AB FP

12 X $21.00 $252.00

C3-30

LABOR AND INSTALLATION MATERIALS

1 X $780.00 $780.00

AQUASTAR 10" WHITE DRAIN COVER WITH MUD RING

2 X $55.00 $110.00

RETURN EYES FOR RE-PLASTER 1"X1.5"

4 X $9.00 $36.00

TILE DEPTH MARKERS 6" X 6". WATERLINE

14 X $10.00 $140.00

-

PERIMETER FEET OF PEBBLESCAPE (ASTUTO WHITE)

120 X $125.00 $15,000.00

NOTE: THIS FINISH WILL LAST 25+ YEARS COMPARED TO REGULAR WHITE CRYSTAL PLASTER WHICH WILL LAST 8-10 YEARS. WHITE CRYSTAL PLASTER PRICE IS LOWER THAN PEBBLESCAPE FINISH. IN THE PEBBLE-SCAPE FINISH THE ASTUTO COLOR FINISH IS REQUIRED BY RIVERSIDE COUNTY HEALTH DEPT.

-

WARRANTY:
WARRANTY ON ANY SURFACE DELAMINATING IS THREE (3) YEARS FROM DATE OF POOL START-UP. NO WARRANTY ON PLASTER FINISH COLOR STAINING. 1-YEAR WARRANTY ON PLUMBING THAT WAS REPLACED AT TIME OF REMODEL.

C3-31

NOTE: IF ANY UNFORESEEN UNDERGROUND PROBLEMS OR ISSUES ARISE YOU WILL BE NOTIFIED AND PRICE ADJUSTMENTS WILL BE MADE.

-

PERMITS COSTS FOR RIV. HEALTH DEPT

RIVERSIDE CO. PLAN CHECK PERMIT FOR HEALTH DEPT. REQUIREMENTS.

1 X $525.00 $525.00

EMERGENCY PHONE NUMBERS SIGN 12X18" (REQUIRED)

2 X $35.00 $70.00

Total $30,945.00

Conractor's Lic # 969765

Contractor's Lic # 969765

Review and approve

P.O. BOX 159 Highland, CA 92346 US

+19099369895 arrowheadpoolservice@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

C3-32

Attachment C-4

Back up For Clubhouse Renovation and Roof Replacement

Invoice

P.O. #1437
11/8/22
$1,000

11-3-22

$ 900.

$ 100

$ 1,000

Project: Install new Vinyl / Plank
- 6 appliances, pull up existing flooring
- labor only -

Total

C4-1

Bruce Bay
182 DeAnza
San Jacinto, Ca.
92583

951-282-4938

INVOICE NO. 665888

TO: Cal Persian Mobil Home Park
920 California Ave. (office)
Calle Mesa, Ca.

6-8-22

140 sq ft	Install vinyl plank flooring in office with cove base, pull up & prep	350.00
	- Labor only =	

PD VET 8/23
collect

Living Spaces Order Confirmation

- all new furniture & TV - clubhouse

Thank you for your order. A copy of this receipt has been emailed to you.

Order Details

Order Number
SO-010327966

Confirmation Code
Q43BU6

Order Date
11/12/2022

Credit Card #
**********1139

Billing Address
Laura Ballantyne
950 California St
Clubhouse
Calimesa CA 92320

lauraballantyne3@...

H:(949) 636-0115

C:(949) 636-0115

W:(949) 636-0115

Delivery Address
Laura Ballantyne
950 California St
Clubhouse
Calimesa CA 92320

Scheduled Delivery Window
Full-Service Delivery
Mon, Nov 14 | 8am - 3pm

To change your delivery window, you must submit your request within 48 hours of PURCHASE. For deliveries within Arizona, California, Nevada or Texas, delivery re-schedules must be communicated at least 48 hours prior to DELIVERY. Restrictions may apply.

Home Delivery Information

We will contact you the day before delivery to provide you a 3-hour delivery window.

A person 18+ must be present to sign for and receive delivery.

Ordered Items

Items Delivered by Living Spaces

DIXON COFFEE TABLE #243740 **$495**

Love the Look? Tell us why!

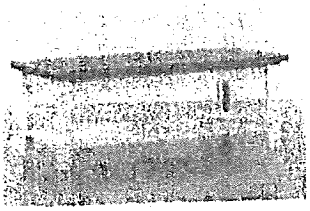
Subtotal (5 items)	**$2,475.00**
Full-Service Delivery	**$109.00**
Tax	**$200.26**

C4-3

	Total	$2,784.26
DIXON END TABLE #243742	$395	
DIXON END TABLE #243742	$395	
DIXON WHITE 58 INCH TV STAND #244781	$695	
DIXON WHITE 60 INCH BOOKCASE #267819	$495	

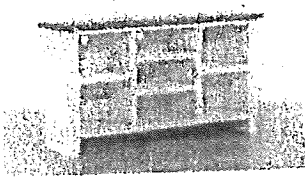
We Would Love Your Feedback

Let us know why you chose these products.



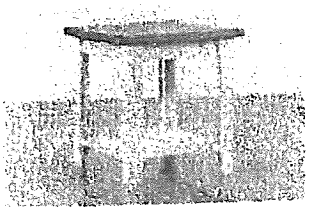
DIXON COFFEE TABLE
#243740

Comment...



DIXON WHITE 58 INCH TV STAND
#244781

Comment...

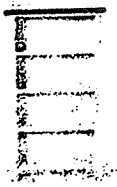


DIXON END TABLE
#243742

Comment

Love the Look? Tell us why!

C4-4



DIXON WHITE 60 INCH BOOKCASE
#267819

Comment...

☑ I approve these comments potentially being used on the Living Spaces site and my name being shared as "Laura B."
*We will not use your full name or share any further details beyond your comments here.

Submit

Online and In-Store Purchase Terms & Conditions

Delivery Service Information

Delivery service levels differ based on the type of delivery selected for each individual item purchased. Although we deliver to most locations in the United States mainland, please visit our website at Delivery Availability (https://www.livingspaces.com/delivery?toc=1) to check delivery service availability to your delivery zip code.

Home Delivery: Delivery of item(s) to home one of three ways:
- Assembly of item(s)
- Removal of boxes and debris
- Adult 18+ required to be present during your scheduled delivery window, you will be charged an additional delivery fee to reschedule.

Indoor Drop Off: Drop off item(s) inside the front door or garage
- No assembly of item(s)
- No removal of boxes and debris
- Adult 18+ required to be present during your scheduled delivery window, your delivery may automatically be changed to Outdoor Drop Off by LIVING SPACES (or if LIVING SPACES does not change your delivery to Outdoor Drop Off, you will be charged a delivery fee to reschedule).

Outdoor Drop Off: Drop off item(s) outside the front door
- No assembly of item(s)
- No removal of boxes and debris
- You do not have to be present to receive delivery

Parcel Shipping: Shipping of item(s) outside the main lower items like accessories and lamps via courier or mail (e.g., UPS, FedEx, or USPS) which includes:
- No assembly of item(s)
- No removal of boxes and debris
- You do not have to be present to receive delivery

Please check your sales receipt to confirm the type of delivery service that applies to each individual item that you are purchasing (as items in the same order may have different types of delivery service).

Delivery Guidelines

Love the Look? Tell us why!

It is your responsibility to ensure that:

C4-5

It is your responsibility to ensure that

All furniture items will fit through entryways, doorways, up stairwells, down halls, and around corners into the desired location. If you or LIVING SPACES is unable to place your furniture to the desired location due to fit, you will be charged the appropriate restocking fees (or, for custom special orders, the non-refundable deposit) in accordance with our return policies.

You protect your floors from damage by laying rugs, blankets, or cardboard down prior to delivery. LIVING SPACES will not be responsible for damage to any floors.

Orders Cancelled and delivery rescheduled with the appropriate fees charged to PURCHASE cancelled or rescheduled outside of the applicable California, Nevada Texas delivery cycle may be charged the appropriate delivery fees (including additional re-delivery fees) and may impact the delivery date. DELIVERY.

Special delivery requirements must be communicated within the appropriate timeframes listed below. Orders that are cancelled or rescheduled outside of the applicable special delivery requirement timeframes listed below may be charged the appropriate fees (including any additional re-delivery fees) and may impact the delivery date.

An authorized adult 18+ is required to be present to receive your delivery and sign a delivery ticket. If no authorized adult is home to receive your

If you need to schedule or change your delivery date after you have finalized your purchase, please visit our website at Change Delivery (https://www.livingspaces.com/changedelivery). If you need to cancel or communicate special delivery requirements after you have finalized your purchase, please contact our Guest Services department at 877-266-7300.

Please note the following:

Desired locations must be clear and safely accessible for delivery team to complete delivery.

Elevator is required if delivery is above two flights of stairs.

For any tight fit, the delivery team may request that you sign a damage waiver prior to attempting delivery.

Please check our online delivery fit guidelines to verify the fit of products in your home. Delivery Fit Guidelines (https://www.livingspaces.com/delivery/guide).

Examples of special delivery requirements that must be communicated within the appropriate time frames indicated above include restricted delivery time frames due to local ordinances, construction, or events

- service elevator reservations
- proof of insurance or certificate of insurance for high rise and condominium buildings

Proof of insurance or certificate of insurance for high rise and condominium buildings requires up to 5 days (and 10 days for deliveries outside of local markets) to complete submission.

LIVING SPACES reserves the right to schedule a service technician to repair any serviceable damage or defect noted at the time of delivery.

Delivery personnel are not permitted to remove, move or stage any furniture currently in your home.

Delivery personnel are not permitted to move or set up electrical equipment (other than electrical equipment being delivered by LIVING SPACES).

Personnel will not place rugs under existing furniture.

Mattress removal is part of full-service delivery only and is not available in all markets and does not include disassembling existing bed frames. In California only, mattress removal is included with any mattress delivery. LIVING SPACES will not remove used mattresses that are contaminated and pose a risk to personnel, new products or equipment, including those mattresses that are stained, soiled or wet.

On the day of your delivery, you may track your delivery online. Go to Track Delivery (https://www.livingspaces.com/track-delivery?toc=1). Enter your sales order number to view the progress of your order online.

Pick-Ups — All Locations

For your protection, only the person who placed the order (or person designated at time of purchase) can pick up the items. Please bring the credit card used for the purchase and photo ID with you to the pick-up location. Customer pick-ups are typically left in the original vendor packaging for safer transport to your home. You are responsible for inspecting all pick-up items and noting any external signs of damage to our dock team member prior to LIVING SPACES assisting you in loading them into your vehicle. If you pick up an item that has an imperfection or concealed damage, it is your responsibility to return the item to LIVING SPACES for servicing or exchange. LIVING SPACES is not responsible for securing merchandise in your vehicle. LIVING SPACES is not responsible for any negligence, transport damage, vehicle damage, vehicle accidents or personal injuries in connection with your pick up or return of merchandise.

Love the Look? Tell us why!

Pick-Up Information

Customer pick-up hours of operation: 12pm to 9pm every day. Select locations hours may vary. Please visit Store Information (https://www.livingspaces.com/stores?toc=1).
Same day and next day pick-up may be available based on stock availability and store operating hours.
Pick up must be scheduled prior to arrival.
No assembly is available.

RETURN, EXCHANGE AND CANCELLATION POLICIES

Please note that return, exchange and cancellation policies differ based on whether item(s) are

Regular stock or custom special order
Delivered by parcel

Summary of Return, Exchange and Cancellation Policies:

	Regular Stock	Custom Special Order (requires 25% non-refundable deposit)
Returns	Yes*, within 7 days of delivery with 10%** restocking fee * No returns for mattresses, box springs and other bedding products. ** No restocking fee for parcel delivery.	No returns
Exchanges	Yes, within 7 days of delivery with no restocking fee on reselections for equal or greater value and 10%* restocking fee on reselections for lesser value. * No restocking fee for parcel delivery (other than for mattresses).	No exchanges
Cancellations	Yes*, with no fee if cancellation is within 48 hours of PURCHASE. For deliveries within Arizona, California, Nevada or Texas, cancellations must be communicated at least 48 hours prior to DELIVERY. Otherwise, a cancellation fee of 10% shall apply. * No cancellation for parcel delivery.	Yes, but subject to the 25% non-refundable deposit.

See below for additional details, exclusions and limitations (including those relating to items delivered by parcel and mattress exchange eligibility); redelivery fees apply; no refund of any delivery fees.

Returns/Refunds

LIVING SPACES accepts returns of regular stock items within 7 days of your delivery. You will be charged a 10% restocking fee on all regular stock furniture returns. Please note the following:

Returns are not accepted on Custom Special Order items or as-is marked items.

Love the Look? Tell us why!

C4-7

Returns are not accepted on mattresses, box springs, pillows, comforter sets, or other bedding products.
Please refer to separate exchange policy for mattresses and box springs.
LIVING SPACES does not charge a restocking fee on accessories such as area rugs, lamps, wall art, artificial plants, decorative pillows and table top accessories.
LIVING SPACES reserves the right to refuse returns or exchanges of items that are not in as-new condition due to damage or misuse by the customer.
Returned items must be disassembled and in original packaging.
If returned items need to be picked up from your home, you will be charged a pickup fee.
Your initial delivery fee, if any, is non-refundable.

Returned items are inspected upon receipt. Any appropriate credits and refunds will be issued for the purchase price of the returned item(s), and taxes are refunded according to applicable state law. Except for refunds for damaged or defective merchandise, shipping, delivery and handling charges are nonrefundable, and return shipping or pick up fees may apply. Once item(s) are received and processed, refunds are generally issued within ten (10) business days.

Refunds do not apply to as-is items. In addition, refunds do not apply to custom special orders or pillows, comforter sets, or other bedding products, except for refunds for damaged or defective merchandise.

Exchange Policy

Exchanges of regular stock items are accepted within 7 days of your delivery of the item(s) and must be done at a retail store or by contacting Guest Services at 877-266-7300. Reselections on regular stock items for equal or greater value will not incur any restocking fee but will require an additional redelivery fee. Reselections on regular stock items for lesser value require a 10% restocking fee plus an additional redelivery fee. No exchanges on Custom Special Orders or As-Is item(s).

If the item being exchanged needs to be picked up from your home, you will be charged a pickup fee. You must contact us within 7 days of receiving the item(s) to be exchanged, and the pick-up date must be within 21 days of receipt. If you do not arrange for pick-up or otherwise do not provide the exchanged item on the scheduled pick-up date within the indicated time frames, your exchange will be cancelled and you will be charged the applicable pick-up fee.

Cancellation Policy

Regular stock items can be canceled within 48 hours of PURCHASE. For deliveries within Arizona, California, Nevada or Texas, cancellations must be communicated at least 48 hours prior to DELIVERY. Orders that are cancelled outside of these time frames will be charged a 10% cancellation fee. In addition, orders held over two (2) weeks from purchase at our Customer Pick-Up will be cancelled and charged a 10% cancellation fee.

Custom Special Order item(s) are subject to a 25% non-refundable deposit for all cancellations.

AS-IS Items

As-Is items have no warranties and cannot be returned or exchanged for any reason. All As-Is items must be picked up within 48 hours of purchase. Failure to pick up As-Is items within 48 hours of purchase will result in cancellation of your order. As-Is items are not eligible for delivery or shipping.

Custom Special Order Items

Custom Special Orders are manufactured by customer request, and because they are not items that Living Spaces keeps in stock, we require a 25% non-refundable deposit at the time of purchase. Please allow a minimum of two (2) weeks for our suppliers to create and ship your item(s). Once your Custom Special Order arrives, LIVING SPACES will contact you to arrange delivery or pickup. Custom Special Orders must be scheduled for delivery or pickup within two (2) weeks from the time LIVING SPACES notifies you of item(s) being ready. If you do not arrange delivery or pick up of your Custom Special Order, your order will be cancelled and your purchase will be refunded less the 25% non-refundable deposit. It is your responsibility to check that furniture will fit through doorways, up stairwells, down

Gmail

Laura Ballantyne <jmar7investments@gmail.com>

Best Buy
4 messages

Tue, Nov 29, 2022 at 6:19 PM

Pratt <desertpratt@ymail.com>
To: Laura Ballantyne <jmar7investments@gmail.com>

Okay. It should be here tomorrow

Sent from Yahoo Mail for iPhone

On Tuesday, November 29, 2022, 6:18 PM, Best Buy Order Confirmation <BestBuyInfo@emailinfo.bestbuy.com> wrote:

View: Web

Geek Squad

Here's your order information.

Patricia, we're getting your order ready. Thanks for shopping with Best Buy.

Order number: BBY01-806712785391

View Order Details

Your shipping info.

Shipping Details

Waiting to be Shipped

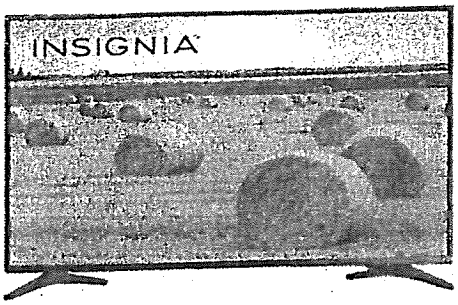
Your order is shipping to:

Patricia Pratt
13645 5TH ST

C4-9

SPC 9
Yucaipa, CA 92399

Product Details



Insignia™ - 43" Class N10 Series LED Full HD TV

$149.99

Save $70.00

Reg $219.99

Get It By:
Wednesday, November 30

SKU: 6319495

Qty: 1

Your services & digital delivery info.

Digital Download & Service Details

Waiting to be fulfilled

Product Details



Gift with Purchase

FuboTV - Free for 30 days (new subscribers only, not billed unless activated) [Digital]

FREE

Digital download or service details sending to:

desertpratt@ymail.com

C4-10

wayfair

Invoice #3830193087

Last Updated: November 18, 2022 | 11:40 AM EST

From:
Wayfair LLC
Attn: Orders
4 Copley Place
Boston, MA 02116
United States
+1 844-977-0615
service@wayfair.com

Bill To:
Laura Ballantyne
Cali Dreamin' Property Mgmt.
18426 Brookhurst Street
207
Fountain Valley, CA 92708
US

Order Date	Nov 18, 2022
Order Total	$791.42
Payments	$0.00
Balance	$791.42

Items to be Shipped

Ship To:
Ruth Ann Webster
California Mobile Home Park
950 California Street
Clubhouse
Calimesa, CA 92320
United States

Item	Unit Price	Qty	Subtotal	Shipping	Tax	Total
 Quiet Morning - Picture Frame Print XTBE2331 Frame Color: Silver Size: 28" H x 38" W x 1.5" D	$116.86	1	$116.86	$18.99	$9.06	$144.91
 Chorale 21" Distressed Gray/White Table Lamp W003377315	$64.99	1	$64.99	$0.00	$5.04	$70.03
 Julian Floral Blue Area Rug W000972452 Rug Size: Rectangle 5'3" x 7'3"	$79.55	1	$79.55	$0.00	$6.17	$85.72
 Still Evening Waters II - Wrapped Canvas Print W004513851 Size: 40" H x 60" W	$105.99	1	$105.99	$21.00	$8.21	$135.20
 Lachlan 3 Piece Coffee Table Set W004604312 Color: Dark Gray	$329.99	1	$329.99	$0.00	$25.57	$355.56

Total: $791.42

Payments

Payment Date	Payment Method	Status	Details	Amount
Nov 18, 2022	Credit Card - VISA ****1139 | exp. 07/26	Pending	The amount has been authorized, but the transaction has not been completed yet.	($791.42)

Payment Terms

Payment Type: Credit Card
Currency: USD

Tax Terms

Tax Exempt: No
Order Country: United States
Order State: California

Invoice Summary

Subtotal	$697.38
Shipping	$39.99
Tax	$54.05
Order Total	$791.42
Payments	$0.00

000230

C4-11

Balance	$791.42

Invoice summary reflects current payment and shipment status. Remaining balance will be charged to your credit card as items ship.

C4-12

wayfair

Invoice #3829924177

Last Updated: November 11, 2022 | 07:02 PM EST

From:
Wayfair LLC
Attn: Orders
4 Copley Place
Boston, MA 02116
United States
+1 844-977-0615
service@wayfair.com

Bill To:
Laura Ballantyne
Cali Dreamin' Property Mgmt.
18426 Brookhurst Street
207
Fountain Valley, CA 92708
US

Order Date	Nov 11, 2022
Order Total	$732.69
Payments	$0.00
Balance	$732.69

Items to be Shipped

Ship To:
Ruth Ann Webster
California Mobile Home Park
950 California Street
Clubhouse
Calimesa, CA 92320
United States

Item	Unit Price	Qty	Subtotal	Shipping	Tax	Total
 3 Piece Living Room Set OAMH2034 Fabric: Gray Polyester	$679.99	1	$679.99	$0.00	$52.70	$732.69

Total: $732.69

Payments

Payment Date	Payment Method	Status	Details	Amount
Nov 11, 2022	Credit Card - VISA ****1139 | exp. 07/26	Pending	The amount has been authorized, but the transaction has not been completed yet.	($732.69)

Payment Terms

Payment Type: Credit Card
Currency: USD

Tax Terms

Tax Exempt: No
Order Country: United States
Order State: California

Invoice Summary

Subtotal	$679.99
Shipping	$0.00
Tax	$52.70
Order Total	$732.69
Payments	$0.00
Balance	**$732.69**

Invoice summary reflects current payment and shipment status. Remaining balance will be charged to your credit card as items ship.

C4-13

amazon.com

Details for Order #112-9899380-0497013

Print this page for your records.

Order Placed: November 12, 2022
Amazon.com order number: 112-9899380-0497013
Order Total: $0.00

Not Yet Shipped

Items Ordered	Price
1 of: *Utopia Bedding Throw Pillows Insert (Pack of 2, White) - 18 x 18 Inches Bed and Couch Pillows - Indoor Decorative Pillows* Sold by: Utopia Deals (seller profile) | Product question? Ask Seller	$16.99
Condition: New 1 of: *CaliTime Pack of 2 Cozy Throw Pillow Covers Cases for Couch Sofa Home Decoration Solid Dyed Soft Chenille 16 X 16 Inches Navy Blue* Sold by: CaliTime (seller profile) | Product question? Ask Seller	$14.99
Condition: New	

Shipping Address:
Ruth Ann Webster
950 CALIFORNIA ST SPC 76
CALIMESA, CA 92320-1329
United States

Shipping Speed:
Amazon Day Delivery

Payment information

Payment Method:
Visa ending in 1139
Amazon gift card balance

Billing address
Laura Ballantyne
18426 BROOKHURST ST STE 207
FOUNTAIN VALLEY, CA 92708-6778
United States

Item(s) Subtotal:	$31.98
Shipping & Handling:	$0.00
Total before tax:	$31.98
Estimated tax to be collected:	$2.48
Gift Card Amount:	-$34.46
Grand Total:	**$0.00**

To view the status of your order, return to Order Summary.

Have an issue with your gift card? Read about common issues or contact us.

Conditions of Use | Privacy Notice © 1996-2022, Amazon.com, Inc. or its affiliates

CL-14

Gmail

Laura Watson <lauraballantyne3@gmail.com>

Thanks for your order!

1 message

Wayfair <service@wayfair.com>
To: lauraballantyne3@gmail.com

Fri, Apr 21, 2023 at 3:36 PM

wayfair



We're getting your order ready now
and we'll let you know as soon as it ships.

Order Details:
Order #: **3898107377**
Total: $1,637.78

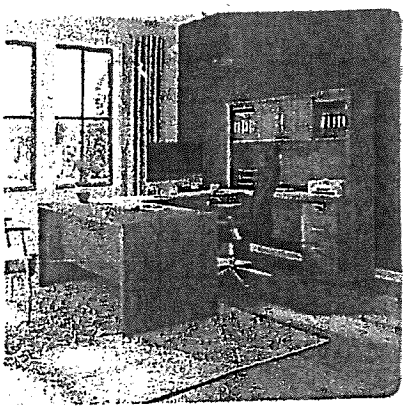
Estimated Delivery Date(s):
• Thu, Apr 27

Delivery Address:
Trish Pratt
950 California Street
Clubhouse
Calimesa, California 92320

View or Update Order

Estimated Delivery: **Thursday, April 27**

C4-15

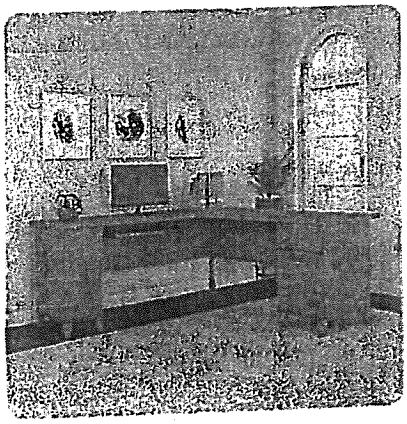


Amritpaul 65W U Shaped Desk with Hutch by Wade Logan®

Color: Silver

Qty: 1

Price: $949.99



Anousha 72W L Shaped Desk With Storage In Storm Gray Piece 2 by Wade Logan®

Color: Platinum Gray

Qty: 1

Price: $570.00

Payment Summary

Subtotal (2 Items):	$1,519.99
Shipping:	$0.00
Tax:	$117.79
Total:	**$1,637.78**
VISA|****1139	$1,637.78

C4-16

sam's club

May 4, 2023
Order **10062877600**

$1,939.18 (15 items)

Shipping items (15)

RUTH ANN WEBSTER
950 CALIFORNIA STREET
CALIMESA CA 92320
(951) 306-7409

Lifetime Commercial Grade Contoured Folding Chair, 4 Pack, Choose Color Item 711887	Qty 15 $119.98 each **$1,799.70**
Subtotal (15) items	**$1,799.70**
Shipping	**$0.00**
Product fees	**$0.00**
Sales tax	**$139.48**
Gift option	**$0.00**
Total	**$1,939.18**
VISA *7959	**$1,939.18**

Credit cards aren't charged until your order ships or you pick it up at the club. If you see a pending charge before this, it's an authorization hold to ensure the funds are available.

P.O. #1051
5/8/23

C4-17

target

Invoice 1 of 1

Ship to
Trish Pratt
950 California St
Spc 89
Calimesa, CA 92320

Invoice date: Tue, Mar 28, 2023
Invoice number: 30873991062784534

Item	Qty.	Unit price	Amount
86408094 - 24" x 30" Dove Framed Wall Mirror Graywash - Amanti Art	**2**	**$95.99**	**$191.98**

Target Circle Earnings	-$0.99
SHIP_2023 Global SW 35 FreeShip FS	-$5.99
Item subtotal	**$185.00**
Shipping	$5.99
Shipping tax	$0.00
Sales tax	$14.80
Item total	**$205.79**
Invoice total	**$205.79**
VISA Visa*1139	$205.79

C4-18

Gmail

Laura Ballantyne <jmar7investments@gmail.com>

Countertops.

3 messages

The Californian Mobile Estates <CalifornianMHE@yahoo.com> Wed, Jun 21, 2023 at 12:14 PM
To: Laura Ballantyne <jmar7investments@gmail.com>

He would like half down and the rest at completion.

Trish
Californian Mobile Estates
Office 9am-12pm M-F 909-795-4115
Cell 760-221-9960

Begin forwarded message:

On Wednesday, June 21, 2023, 11:49 AM, fidel m. <tilegranitem@gmail.com> wrote:

> Hello Ms Trish
>
> Kitchen Countertops installation include :
> Quartz, tear old counters , disposal, new plywoods, under mount sink hole , drill faucet holes and back splash 6 inch .
> Total $ 4400 installation and quartz.
>
> Thank you !
> –
> thanks a lot
> respectfully
>
> Fidel & Thelma Martinez.
> Martinez Home Improvement.

P&. $2200 V# 1076 6/21/23
$2200 V# 1085 7/12/23

Laura Ballantyne <jmar7investments@gmail.com> Wed, Jun 21, 2023 at 12:20 PM
To: The Californian Mobile Estates <CalifornianMHE@yahoo.com>

With the color that we picked what is the total cost?
[Quoted text hidden]

The Californian Mobile Estates <CalifornianMHE@yahoo.com> Wed, Jun 21, 2023 at 12:35 PM
To: Laura Ballantyne <jmar7investments@gmail.com>

Yes.

Trish
Californian Mobile Estates
Office 9am-12pm M-F 909-795-4115
Cell 760-221-9960

[Quoted text hidden]

C4-19

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

Draw 1 request

DATE	JOB NAME
03/28/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We propose to furnish all materials and perform all labor necessary to complete the following:

A-Remove existing vinyl siding around facade on building currently housing the spa and shuffleboard courts behind pool approximately xx feet and haul away debris. Secure framing as needed and install new hardy board horizontal siding (painted, color to be determined). Supply and install new fabricated coping metal around facade.
Includes lift rental to allow access for installation.
$22,500.00

B-On the south side of spa room building area, add one stall to existing trash enclosure with similar block approximately 6' x 8' x 6 ft tall walls.
Build and install 3 new iron gates approximately 4' tall (painted).
On the north side of the building, install new block wall trash enclosure structure (matching block) for 4 trash bins, approximately 6' x 32' x 6' x 6ft tall. Build and install 7 new iron gates approximately 4' tall (painted).
Includes demo of existing walls of the existing encloser approximately 6' x 16' x 6' and haul away debris.

Walls $11,400.00
Demo and haul away existing $1,450.00
7 custom made gates iron gates painted and installed $11,940.00

C4-20

C-Remove front and rear entry doors to main clubhouse, including top frame window. Frame in walls as needed and replace with solid core wood (or steel framed) exterior doors with windows and side lights (styles to be determined).
Includes painting and siding fill-ins as needed finished inside and out.
$19,875.00

*On spa room building, roofing repairs and structural ceiling joist repairs may be required. Items will be inspected, and reports given to management for review.

***Replace damaged plywood sheeting (only as needed) add $85.00 per sheet**
***Replacing and or repairing damaged rafters and extra carpentry will be extra**
***Permits if required will be provided by the owner**

This becomes a contract when signed by both parties or when work is started by us. The undersigned agrees to pay to the Contractor as follows: cash or check upon completion of the roof. 1 1/2/% per month will be added to all past due accounts. Copy of this was received before granting contract.

During the process of work, should the owner desire additional work or changes made, which are not included in said contract, the so-called additional work is to be agreed upon by both parties at a definite price in writing and signed by same.

***Cost of permits required are not included in price. We assume no responsibility for damage to air conditioning units, gas lines, antennas, or electrical wires due to aging, satellite dishes/signals.**

***Extra building requirements, as required by city are not included in the above price. Also, it is understood that due to the nature of the work, there may be unforeseen circumstances arise during the course of construction that will not be covered under the contract, which will be billed as an extra charge.**

Default in payment when same becomes due, shall render the entire balance due and payable immediately. In the event of such default, the Contractor upon placing in the hands of a collector or attorney, to be entitled to collect the undersigned in addition to the face amount of the balance due, the fee and expenses of collection.

C4-21

It is understood that although every effort will be used to protect your property from damage during the process of roofing or demolition prior to any reroofing, rains or other Acts of God could unexpectedly occur which could result in interior damage to your property. In such cases, Owner agrees to hold Contractor harmless for damages and homeowner's insurance is to be used.

The contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon attached to this contract and signed by both parties. Any warranty implied in this contract will be in effect upon final payment. All claims and litigation shall be settled through arbitration.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices

$ 67,165.00

All material is guaranteed to be as specified. All work to be completed in a substantial work like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving additional extra cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delay beyond our control. The entire amount of contract to be paid upon completion, including extras, unless otherwise specified. This proposal is valid for 30 days, and if accepted on or before that date, work will commence as soon as possible, subject to delays caused by Acts of God, stormy weather, uncontrollable labor trouble, or unforeseen circumstances.

Authorized Signature Jerry Sexton **Date 03/28/23**

ACCEPTANCE OF PROPOSAL The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature_____

Signature_____

Date of Acceptance _____

10% Deposit $6,716.50 paid

Draw 1 requested towards siding $12,500.00

Draws to be determined.

Balance Due on Completion

C4-22

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

Draw request #2

DATE	JOB NAME
05/12/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We propose to furnish all materials and perform all labor necessary to complete the following:

A-Remove existing vinyl siding around facade on building currently housing the spa and shuffleboard courts behind pool approximately xx feet and haul away debris. Secure framing as needed and install new hardy board horizontal siding (painted, color to be determined). Supply and install new fabricated coping metal around facade.
Includes lift rental to allow access for installation.
$22,500.00

B-On the south side of spa room building area, add one stall to existing trash enclosure with similar block approximately 6' x 8' x 6 ft tall walls.
Build and install 3 new iron gates approximately 4' tall (painted).
On the north side of the building, install new block wall trash enclosure structure (matching block) for 4 trash bins, approximately 6' x 32' x 6' x 6ft tall. Build and install 7 new iron gates approximately 4' tall (painted).
Includes demo of existing walls of the existing encloser approximately 6' x 16' x 6' and haul away debris.

Walls $11,400.00
Demo and haul away existing $1,450.00
7 custom made gates iron gates painted and installed $11,940.00

C4-23

C-Remove front and rear entry doors to main clubhouse, including top frame window. Frame in walls as needed and replace with solid core wood (or steel framed) exterior doors with windows and side lights (styles to be determined).
Includes painting and siding fill-ins as needed finished inside and out.
$19,875.00

*On spa room building, roofing repairs and structural ceiling joist repairs may be required. Items will be inspected, and reports given to management for review.

***Replace damaged plywood sheeting (only as needed) add $85.00 per sheet**
***Replacing and or repairing damaged rafters and extra carpentry will be extra**
***Permits if required will be provided by the owner**

This becomes a contract when signed by both parties or when work is started by us. The undersigned agrees to pay to the Contractor as follows: cash or check upon completion of the roof. 1 1/2% per month will be added to all past due accounts. Copy of this was received before granting contract.

During the process of work, should the owner desire additional work or changes made, which are not included in said contract, the so-called additional work is to be agreed upon by both parties at a definite price in writing and signed by same.

***Cost of permits required are not included in price. We assume no responsibility for damage to air conditioning units, gas lines, antennas, or electrical wires due to aging, satellite dishes/signals.**

***Extra building requirements, as required by city are not included in the above price. Also, it is understood that due to the nature of the work, there may be unforeseen circumstances arise during the course of construction that will not be covered under the contract, which will be billed as an extra charge.**

Default in payment when same becomes due, shall render the entire balance due and payable immediately. In the event of such default, the Contractor upon placing in the hands of a collector or attorney, to be entitled to collect the undersigned in addition to the face amount of the balance due, the fee and expenses of collection.

C4-24

It is understood that although every effort will be used to protect your property from damage during the process of roofing or demolition prior to any reroofing, rains or other Acts of God could unexpectedly occur which could result in interior damage to your property. In such cases, Owner agrees to hold Contractor harmless for damages and homeowner's insurance is to be used.

The contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon attached to this contract and signed by both parties. Any warranty implied in this contract will be in effect upon final payment. All claims and litigation shall be settled through arbitration.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices

$ 67,165.00

All material is guaranteed to be as specified. All work to be completed in a substantial work like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving additional extra cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delay beyond our control. The entire amount of contract to be paid upon completion, including extras, unless otherwise specified. This proposal is valid for 30 days, and if accepted on or before that date, work will commence as soon as possible, subject to delays caused by Acts of God, stormy weather, uncontrollable labor trouble, or unforeseen circumstances.

Authorized Signature Jerry Sexton **Date 05/12/23**

ACCEPTANCE OF PROPOSAL The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

10% Deposit $6,716.50 paid

Draw 1 requested towards siding $12,500.00 paid

Draw 2 requested $20,000.00

pd. 5/17/23 V #1054

Balance Due on Completion

C4-25

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

Draw request #3

DATE	JOB NAME
05/25/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We propose to furnish all materials and perform all labor necessary to complete the following:

A-Remove existing vinyl siding around facade on building currently housing the spa and shuffleboard courts behind pool approximately xx feet and haul away debris. Secure framing as needed and install new hardy board horizontal siding (painted, color to be determined). Supply and install new fabricated coping metal around facade.
Includes lift rental to allow access for installation.
$22,500.00

B-On the south side of spa room building area, add one stall to existing trash enclosure with similar block approximately 6' x 8' x 6 ft tall walls.
Build and install 3 new iron gates approximately 4' tall (painted).
On the north side of the building, install new block wall trash enclosure structure (matching block) for 4 trash bins, approximately 6' x 32' x 6' x 6ft tall. Build and install 7 new iron gates approximately 4' tall (painted).
Includes demo of existing walls of the existing encloser approximately 6' x 16' x 6' and haul away debris.

Walls $11,400.00
Demo and haul away existing $1,450.00
7 custom made gates iron gates painted and installed $11,940.00

C4-26

C-Remove front and rear entry doors to main clubhouse, including top frame window. Frame in walls as needed and replace with solid core wood (or steel framed) exterior doors with windows and side lights (styles to be determined).
Includes painting and siding fill-ins as needed finished inside and out.
$19,875.00

$67,165.00

change order addition

***removed too thin, asphalt in bin areas and pour new concrete floors with curbs $1,450.00**

10% Deposit $6,716.50 paid

Draw 1 requested towards siding $12,500.00 paid

Draw 2 requested $20,000.00 paid

Draw 3 requested $29,398.50. (Balance phase one) pd. 5/25/23 ck# 1059

Upcoming work included in Phase 2:

On spa room building, structural ceiling joist repairs, (work started)
Remove 3 existing doors on spa room and replace with custom built iron gates; 1 stationery and two entry gates, all primed and painted (materials ordered.

Upcoming work: (list to follow)

C4-27

Sexton Construction
1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

PROPOSAL

DATE	JOB NAME
03/28/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We propose to furnish all materials and perform all labor necessary to complete the following:

A-Remove existing vinyl siding around facade on building currently housing the spa and shuffleboard courts behind pool approximately xx feet and haul away debris. Secure framing as needed and install new hardy board horizontal siding (painted, color to be determined). Supply and install new fabricated coping metal around facade.
Includes lift rental to allow access for installation.
$22,500.00

B-On the south side of spa room building area, add one stall to existing trash enclosure with similar block approximately 6' x 8' x 6 ft tall walls.
Build and install 3 new iron gates approximately 4' tall (painted).
On the north side of the building, install new block wall trash enclosure structure (matching block) for 4 trash bins, approximately 6' x 32' x 6' x 6ft tall. Build and install 7 new iron gates approximately 4' tall (painted).
Includes demo of existing walls of the existing encloser approximately 6' x 16' x 6' and haul away debris.

Walls $11,400.00
Demo and haul away existing $1,450.00
7 custom made gates iron gates painted and installed $11,940.00

C4-28

C-Remove front and rear entry doors to main clubhouse, including top frame window. Frame in walls as needed and replace with solid core wood (or steel framed) exterior doors with windows and side lights (styles to be determined).
Includes painting and siding fill-ins as needed finished inside and out.
$19,875.00

*On spa room building, roofing repairs and structural ceiling joist repairs may be required. Items will be inspected, and reports given to management for review.

***Replace damaged plywood sheeting (only as needed) add $85.00 per sheet**
***Replacing and or repairing damaged rafters and extra carpentry will be extra**
***Permits if required will be provided by the owner**

This becomes a contract when signed by both parties or when work is started by us. The undersigned agrees to pay to the Contractor as follows: cash or check upon completion of the roof. 1 1/2/% per month will be added to all past due accounts. Copy of this was received before granting contract.

During the process of work, should the owner desire additional work or changes made, which are not included in said contract, the so-called additional work is to be agreed upon by both parties at a definite price in writing and signed by same.

***Cost of permits required are not included in price. We assume no responsibility for damage to air conditioning units, gas lines, antennas, or electrical wires due to aging, satellite dishes/signals.**

***Extra building requirements, as required by city are not included in the above price. Also, it is understood that due to the nature of the work, there may be unforeseen circumstances arise during the course of construction that will not be covered under the contract, which will be billed as an extra charge.**

Default in payment when same becomes due, shall render the entire balance due and payable immediately. In the event of such default, the Contractor upon placing in the hands of a collector or attorney, to be entitled to collect the undersigned in addition to the face amount of the balance due, the fee and expenses of collection.

C4-29

It is understood that although every effort will be used to protect your property from damage during the process of roofing or demolition prior to any reroofing, rains or other Acts of God could unexpectedly occur which could result in interior damage to your property. In such cases, Owner agrees to hold Contractor harmless for damages and homeowner's insurance is to be used.

The contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon attached to this contract and signed by both parties. Any warranty implied in this contract will be in effect upon final payment. All claims and litigation shall be settled through arbitration.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices

$ 67,165.00

All material is guaranteed to be as specified. All work to be completed in a substantial work like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving additional extra cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delay beyond our control. The entire amount of contract to be paid upon completion, including extras, unless otherwise specified. This proposal is valid for 30 days, and if accepted on or before that date, work will commence as soon as possible, subject to delays caused by Acts of God, stormy weather, uncontrollable labor trouble, or unforeseen circumstances.

Authorized Signature Jerry Sexton **Date 03/28/23**

ACCEPTANCE OF PROPOSAL The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 4/3/23

$67,165

10% Deposit on start of work $6,716.50 pd. 4/4/23 V# 1031

Draws to be determined. $12,500 pd. 4/21/23 V# 1041

Balance Due on Completion $20,000 pd. 5/17/23 V# 1054

+ change order of $1450

final payment $29,398.50

pd. 5/25/23 V# 1059

C4-30

Sexton Construction
1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

INVOICE Phase 2

DATE	JOB NAME
06/03/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

Remove 2 side entry doors to **main clubhouse**. Frame in walls as needed and replace with solid core exterior doors with windows and lock sets similar to front entry doors. Includes fill-in drywall texture and paint inside, siding fill-in and paint on exterior.
Remove 2 side entry doors to **game room**. Frame in walls as needed and replace with solid core exterior doors with windows and lock sets similar to front entry doors. Includes fill-in drywall texture and paint inside, siding fill-in and paint on exterior,
$19,400.00

Frame in and install 1 additional door (similar to other 4) between game room and spa area **$3,620.00.**

Remove 3 glass doors in spa area, fabricate 4 iron gates (3 working gates and 1 stationary screen) and install. Includes primer and paint and lock sets as needed. **$6,820.00**

Ceiling joist repairs over game room (more severe than first expected)
$5,750.00

Stucco patch and repair to paint ready on laundry room. **$1,280.00**

$36,870.00 – pd. V# 1067 6/9/23

C4-31

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

Proposal for Phase 3

DATE	JOB NAME
07/19/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We propose to furnish all materials and perform all labor necessary to complete the following:

Remove and replace 5 windows and one entry door in laundry room.
Prep and paint exterior of 3 buildings, including the clubhouse, the rec room, and the laundry room. Includes caution tape and daily cleanup
$35,200.00

~~Remove existing vinyl siding around facade on clubhouse and haul away debris. Secure framing as needed and install new hardy board horizontal siding (painted, color to be determined). Supply and install new fabricated coping metal around facade.~~
~~Includes lift rental to allow access for installation.~~
~~**$22,500.00**~~ Remove

Prep and Repair roof over rec room including new coating as needed and installing new drains.
Service roof over main clubhouse, includes new coping metal
$20,650.00 (includes 2 call backs over 2 years transferable warranty on roofing)

***Replace damaged plywood sheeting (only as needed) add $85.00 per sheet**
***Replacing and or repairing damaged rafters and extra carpentry will be extra**
***Permits if required will be provided by the owner**

This becomes a contract when signed by both parties or when work is started by us. The undersigned agrees to pay to the Contractor as follows: cash or check upon completion of the roof. 1 1/2% per month will be added to all past due accounts. Copy of this was received before granting contract.

C4-32

During the process of work, should the owner desire additional work or changes made, which are not included in said contract, the so-called additional work is to be agreed upon by both parties at a definite price in writing and signed by same.

***Cost of permits required are not included in price. We assume no responsibility for damage to air conditioning units, gas lines, antennas, or electrical wires due to aging, satellite dishes/signals.**

***Extra building requirements, as required by city are not included in the above price. Also, it is understood that due to the nature of the work, there may be unforeseen circumstances arise during the course of construction that will not be covered under the contract, which will be billed as an extra charge.**

Default in payment when same becomes due, shall render the entire balance due and payable immediately. In the event of such default, the Contractor upon placing in the hands of a collector or attorney, to be entitled to collect the undersigned in addition to the face amount of the balance due, the fee and expenses of collection.

It is understood that although every effort will be used to protect your property from damage during the process of roofing or demolition prior to any reroofing, rains or other Acts of God could unexpectedly occur which could result in interior damage to your property. In such cases, Owner agrees to hold Contractor harmless for damages and homeowner's insurance is to be used.

The contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon attached to this contract and signed by both parties. Any warranty implied in this contract will be in effect upon final payment. All claims and litigation shall be settled through arbitration.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices

~~$ 78,350.00~~ $55,850

All material is guaranteed to be as specified. All work to be completed in a substantial work like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving additional extra cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delay beyond our control. The entire amount of contract to be paid upon completion, including extras, unless otherwise specified. This proposal is valid for 30 days, and if accepted on or before that date, work will commence as soon as possible, subject to delays caused by Acts of God, stormy weather, uncontrollable labor trouble, or unforeseen circumstances.

Authorized Signature Jerry Sexton **Date** 07/19/23

ACCEPTANCE OF PROPOSAL The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ with removal of $22,500

Signature _____

Date of Acceptance 7/21/23

Draws to be determined.

To begin 8/1/2023

Balance Due on Completion

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

INVOICE (Roof repairs)

DATE	JOB NAME
08/18/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We have completed the following:

Prep and repair roof over rec room including new coating as needed and installing new drains.

Service roof over main clubhouse, includes new coping metal

$20,650.00 (includes 2 call backs over 2 years transferable warranty on roofing)

P.O. V#1105
8/21/23

C4-34

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

Draw Invoice Paint / Windows plus (Phase 3)

DATE	JOB NAME
08/23/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We have started work on the following:

Remove and replace 5 windows and one entry door in laundry room.
Prep and paint exterior of 3 buildings, including the clubhouse, the rec room, and the laundry room. Includes caution tape and daily cleanup
$35,200.00

Initial Draw request
$10,000.00

Pd. v# 1108
8/24/28

C4-35

Sexton Construction

1281 N STATE STREET # 214
SAN JACINTO, CA 92583
PHONE 951-852-4593 / LICENSE # 349966

FINAL Invoice Paint / Windows plus (Phase 3)

DATE	JOB NAME
08/29/2023	Californian Mobile Estates / Laura
PROPOSAL SUBMITTED TO	LOCATION
Jeff 760-902-5628	950 California St Calimesa, CA

We have completed the following:

Remove and replace 5 windows and one entry door in laundry room.
Prep and paint exterior of 3 buildings, including the clubhouse, the rec room, and the laundry room. Includes caution tape and daily cleanup
$35,200.00

Initial Draw request $10,000.00

Balance Due: $25,200.00

pd. v#1110
8/29/23

C4-36

C4-37

DEC 07, 2022	3970090	PO: CALINORNIANCLUBHOU CSA:H8987-241249	00042	JAN 31, 2023	$1,454.94

Home Depot Expenses

NOV 04, 2022 Recently Downloaded	9972095	PO: CALIFORNIANCLUBHOUSE CSA:H6637-301512	00042	DEC 31, 2022	$741.86
NOV 04, 2022 Recently Downloaded	9972093	PO: VINYLPLANK CSA:H6637-301510	00042	DEC 31, 2022	$10,025.91
NOV 04, 2022 Recently Downloaded	9972055	PO: CALIFORNIANCLUBHOU CSA:H6637-301463	00042	DEC 31, 2022	$74.28

000256

INVOICE

Commercial Account

Invoice #: 1970242

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/02/22**
Total Invoice Due by 01/31/23	**$1,499.23**
Balance Due if paid online by 11/22/22	**$1,471.40**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00042	BRAY BRUCE	BRAY BRUCE	CALIFORNIANCLUBHOUS	H8987-241550

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
LIFEPROOF STERLING OAK 20.06/SF	10022415240000100022	20.0000	CA	$74.02	$1,480.40
DISCOUNT	00000000000000000005	1.0000	EA	$89.00	-$89.00

SUBTOTAL	$1,391.40
TAX	$107.83
SHIPPING	$0.00
TOTAL	$1,499.23

Early Pay Discount	$27.83
Balance Due if paid online by 11/22/22	$1,471.40

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION **Page 1 of 2** 8 HP 2 **This Account is Issued by Citibank, N.A.**

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due	**$1,499.23**
Due Date	**January 31, 2023**
Invoice Number	**1970242**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

Invoice Enclosed

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000257

C4-38

Commercial Account

INVOICE

Invoice #: 2536565

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/11/22**
Total Invoice Due by 01/31/23	**$163.83**
Balance Due if paid online by 12/01/22	**$160.82**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CALIFORNIANCLUBHOUS	

Store / Register #: 1013, REDLANDS, CA / 53

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
RCP PRO DUST MOP MICROFIBER KIT	00008624770000400016	1.0000	EA	$34.97	$34.97
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
REJUVENATE PRO FLOOR CLEANER 32OZ	10041139770000400011	1.0000	EA	$9.98	$9.98
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93
LEG TIP 1" BLACK RUBBER 4PK	00008249690000400012	1.0000	EA	$4.93	$4.93

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION 8 HP 11 **This Account is Issued by Citibank, N.A.**

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$163.83**
Due Date	**January 31, 2023**
Invoice Number	**2536565**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000258

C4-39

Commercial Account

INVOICE

Invoice #: 4487365

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/09/22**
Total Invoice Due by 01/31/23	**$172.96**
Balance Due if paid online by 11/29/22	**$169.78**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CALIFORNIANLAUNDRY	

Store / Register #: 1013, REDLANDS, CA / 48

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
FRP/TILE CAP-WHITE 8'	00004710640002700012	1.0000	PC	$3.48	$3.48
FRP/TILE CAP-WHITE 8'	00004710640002700012	1.0000	PC	$3.48	$3.48
FRP/TILE CAP-WHITE 8'	00004710640002700012	1.0000	PC	$3.48	$3.48
FRP/TILE CAP-WHITE 8'	00004710640002700012	1.0000	PC	$3.48	$3.48
SMS SS PHL PAN #10 X 2	00008974350000300026	1.0000	EA	$1.38	$1.38
.090 FRP WALL PANEL 4X8 WHITE	00001215860002700011	1.0000	EA	$41.98	$41.98
SMS SS PHL PAN #10 X 2	00008974350000300026	1.0000	EA	$1.38	$1.38
SMS SS PHL PAN #10 X 2	00008974350000300026	1.0000	EA	$1.38	$1.38

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

8 HP 9

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$172.96**
Due Date	**January 31, 2023**
Invoice Number	**4487365**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000259

C4-40

Commercial Account

INVOICE

Invoice #: 4970718

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/09/22**
Total Invoice Due by 01/31/23	**$290.56**
Balance Due if paid online by 11/29/22	**$285.17**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CALIFORNIANLAUNDRY	H8987-242415

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
15/32 4X8 ACX PLYWOOD (FSC)	00005772780000100004	1.0000	EA	$60.45	$60.45
#19F DELUXE LAUNDRY SINK WITH LEGS	00008264740002100021	1.0000	EA	$99.00	$99.00
FAUCET HOLE COVER CHROME	10015103420000700010	6.0000	EA	$4.48	$26.88
P TRAP	10000501380000100050	2.0000	EA	$4.94	$9.88
1-1/2"OR 11/4"TRAP CONN SCH40XTUBLAR	00006880100000100039	2.0000	EA	$6.31	$12.62
1-1/2"X6" STRAINER TAILPIECE	10000502770000100050	2.0000	EA	$3.25	$6.50
LOCTITE POWER GRAB ALL PURP 9 OZ	00002819790000100002	4.0000	EA	$5.38	$21.52
2X2-8 WW	00001653600000500011	3.0000	EA	$2.98	$8.94
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
DISCOUNT	00000000000000000005	1.0000	EA	$8.00	-$8.00
BEHR PPI 3050 SG UPW 128OZ	00009280460001500002	1.0000	GA	$39.98	$39.98
DISCOUNT	00000000000000000005	1.0000	EA	$1.81	-$1.81
DISCOUNT	00000000000000000005	1.0000	EA	$3.96	-$3.96
DISCOUNT	00000000000000000005	1.0000	EA	$0.54	-$0.54
DISCOUNT	00000000000000000005	1.0000	EA	$0.50	-$0.50
DISCOUNT	00000000000000000005	1.0000	EA	$0.88	-$0.88

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION 8 HP 9 **This Account is Issued by Citibank, N.A.**

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$290.56**
Due Date	**January 31, 2023**
Invoice Number	**4970718**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-41

000260

Commercial Account

INVOICE

Invoice #: 972745

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/03/22**
Total Invoice Due by 01/31/23	**$643.22**
Balance Due if paid online by 11/23/22	**$631.39**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00042	BRAY BRUCE	BRAY BRUCE	CALIFORNIANLAUNDRY	H6637-302653

Store / Register #: 6637, HEMET, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
6X36 P&S GRY WOOD VNL PLANK 36SF/C	10028225450000100009	11.0000	CA	$57.21	$629.31
DISCOUNT	00000000000000000005	1.0000	EA	$37.84	-$37.84

SUBTOTAL	$591.47
TAX	$51.75
SHIPPING	$0.00
TOTAL	$643.22

Early Pay Discount	$11.83
Balance Due if paid online by 11/23/22	$631.39

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due $643.22
Due Date January 31, 2023
Invoice Number 972745

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

Invoice Enclosed

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000261

C4-42

Commercial Account

INVOICE

Invoice #: 9970392

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**11/04/22**
Total Invoice Due by 01/31/23	**$117.99**
Balance Due if paid online by 11/24/22	**$115.80**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00042	BRAY BRUCE	BRAY BRUCE	CALIFORNIANLAUNDRY	H8987-241807

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
8"STRIPPER BLADES 5 PK	0000759365000140012	2.0000	EA	$9.98	$19.96
2310 FIBERGLASS SHT VNYL ADHSVE 1GAL	0000150492000140013	1.0000	EA	$33.00	$33.00
6' WASHING MACHINE FILL HOSE	10012981650000100051	3.0000	EA	$11.85	$35.55
DISCOUNT	00000000000000000005	1.0000	EA	$3.36	-$3.36
5/8 X5/8X8 PVC 5111 QRT RND WHITE	00009014970002000010	4.0000	EA	$6.98	$27.92
DISCOUNT	00000000000000000005	1.0000	EA	$3.57	-$3.57

SUBTOTAL	$109.50
TAX	$8.49
SHIPPING	$0.00
TOTAL	$117.99

Early Pay Discount	$2.19
Balance Due if paid online by 11/24/22	$115.80

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$117.99**
Due Date	**January 31, 2023**
Invoice Number	**9970392**

Amount Enclosed: $ _____

Print address changes on the reverse side.
Make Checks Payable to

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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000262

C4-43

INVOICE

Commercial Account

Invoice #: 6974816

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**01/16/23**
Total Invoice Due by 03/31/23	**$996.27**
Balance Due If paid online by 02/05/23	**$977.78**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CALIFORNIANCLUBHOUS	H8987-249700

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2 IN. ADJUSTABLE PVC URINAL FLANGE K	100515883400999	1.0000	EA	$20.78	$20.78
ZURN URINAL GENERAL REPAIR KIT, 1.0	10021249170000700003	1.0000	EA	$16.53	$16.53
DEXTER 0.125 GPF URINAL WITH TOP SPU	10017635680003200007	1.0000	EA	$174.98	$174.98
186 SLOAN URINAL FLUSH VALVE	100234844100999	1.0000	EA	$149.60	$149.60
WELLWORTH 2-PIECE ELONGATED TOILET I	10004751800003200007	1.0000	EA	$281.36	$281.36

continued ⇨

Questions About Your Account
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FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$996.27**
Due Date	**March 31, 2023**
Invoice Number	**6974816**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000263

C4-44

Commercial Account

INVOICE

Invoice #: 5495312

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	02/16/23
Total Invoice Due by 04/30/23	$350.62
Balance Due if paid online by 03/08/23	$344.17

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEBATHROOM	

Store / Register #: 1013, REDLANDS, CA / 49

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
.090 FRP WALL PANEL 4X8 WHITE	0000121586000270011	1.0000	EA	$43.98	$43.98
.090 FRP WALL PANEL 4X8 WHITE	0000121586000270011	1.0000	EA	$43.98	$43.98
3/16"X4'X8' WHITE TRUE BEAD PANEL	0000975759000270002	1.0000	EA	$27.98	$27.98
3/16"X4'X8' WHITE TRUE BEAD PANEL	0000975759000270002	1.0000	EA	$27.98	$27.98
3/16"X4'X8' WHITE TRUE BEAD PANEL	0000975759000270002	1.0000	EA	$27.98	$27.98
FRP/TILE CAP-WHITE 8'	0000471064000270012	1.0000	PC	$3.48	$3.48
FRP/TILE CAP-WHITE 8'	0000471064000270012	1.0000	PC	$3.48	$3.48
FRP/TILE CAP-WHITE 8'	0000471064000270012	1.0000	PC	$3.48	$3.48
.090 FRP WALL PANEL 4X8 WHITE	0000121586000270011	1.0000	EA	$43.98	$43.98
FRP/TILE CAP-WHITE 8'	0000471064000270012	1.0000	PC	$3.48	$3.48
LOCTITE PL375 HEAVY DUTY 10 OZ	0000743895000010010	1.0000	EA	$3.34	$3.34
FRP/TILE DIVIDER-WHITE 8'	0000471869000270012	1.0000	PC	$3.48	$3.48
FRP/TILE DIVIDER-WHITE 8'	0000471869000270012	1.0000	PC	$3.48	$3.48

continued

Questions About Your Account
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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$350.62
Due Date	April 30, 2023
Invoice Number	5495312

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000264

C4-45

INVOICE

Commercial Account

Invoice #: 5971226

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	02/06/23
Total Invoice Due by 04/30/23	$317.30
Balance Due if paid online by 02/26/23	$311.41

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	H8987-252334

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MINERAL SELECT 1-QT. (4-COUNT) ONYX	100149562600999	2.0000	EA	$147.24	$294.48

SUBTOTAL	$294.48
TAX	$22.82
SHIPPING	$0.00
TOTAL	$317.30

Early Pay Discount	$5.89
Balance Due if paid online by 02/26/23	$311.41

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$317.30
Due Date	April 30, 2023
Invoice Number	5971226

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000265

C4-46

INVOICE

Commercial Account

Invoice #: 5971233

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**02/06/23**
Total Invoice Due by 04/30/23	**$881.05**
Balance Due if paid online by 02/26/23	**$864.70**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	H8987-252342

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1/2"X3/4" COP MALE ADPTR CXMPT	00005017190000100011	2.0000	EA	$8.11	$16.22
3/4"X1/2" GAL BUSHING	00001823380000100007	2.0000	EA	$4.32	$8.64
1X3/4BSHNGGA	00001823540000100007	2.0000	EA	$5.42	$10.84
3/4" COP COUPLING W/STOP CXC	00001873560000100011	3.0000	EA	$1.53	$4.59
3/4" COP EL 90 DEG CXC	00001874450000100011	2.0000	EA	$2.13	$4.26
3/4"X1/2" COP COUPLING CXC	00001873640000100011	6.0000	EA	$3.56	$21.36
1/2" COP EL 90 DEG STRT FTGXC	00001876150000100011	4.0000	EA	$2.13	$8.52
HDX 4-IN-1 FITTING BRUSH	10000126770000700009	1.0000	EA	$11.28	$11.28
3/4 COP TEE	00001874610000100011	2.0000	EA	$5.22	$10.44
3/4" COP COUPLING NO STOP CXC	00007473860000100011	1.0000	EA	$2.69	$2.69
3/4" COP MALE ADPTR CXMPT	00001874020000100011	2.0000	EA	$3.17	$6.34
1/2LB LEAD FREE SILVER SOLDER	00007370030000100022	1.0000	EA	$27.78	$27.78
1/2"X8" COP AIR CHAMBER FTG	00005236650000100011	2.0000	EA	$6.49	$12.98
3PC ACID BRU	10000126510000700009	1.0000	EA	$1.98	$1.98

continued

Questions About Your Account
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EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due **$881.05**
Due Date **April 30, 2023**
Invoice Number **5971233**

Invoice Enclosed

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000266

C4-47

Commercial Account

INVOICE

Invoice #: 6014317

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**02/15/23**
Total Invoice Due by 04/30/23	**$289.03**
Balance Due if paid online by 03/07/23	**$283.67**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 1

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SERENADE MORTISE SET SATIN NICKEL	10000549860000400008	1.0000	EA	$66.27	$66.27
3 IN NIPPL	00006525120000100048	1.0000	EA	$6.61	$6.61
1/2"COMPX3/8"OD 1/4TURN ANGLE VALVE	00002358390000100051	1.0000	EA	$9.73	$9.73
1/4"X4'X8' REGULAR DRYWALL	00006909960001200002	1.0000	EA	$16.60	$16.60
1/2"COMPX3/8"OD 1/4TURN ANGLE VALVE	00002358390000100051	1.0000	EA	$9.73	$9.73
DISCOUNT	00000000000000000005	1.0000	EA	$17.70	-$17.70
ARAGON 19IN DROP-IN SINK IN WHITE	00004622680002100020	1.0000	EA	$59.00	$59.00
ARAGON 19IN DROP-IN SINK IN WHITE	00004622680002100020	1.0000	EA	$59.00	$59.00

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$289.03**
Due Date	**April 30, 2023**
Invoice Number	**6014317**

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000267

C4-48

Commercial Account

INVOICE

Invoice #: 1972897

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

$785.29 for CH bathrooms

Account	**xxxx xxxx xxxx 0540**
Transaction Date	**03/02/23**
Total Invoice Due by 05/31/23	**$844.21**
Balance Due if paid online by 03/22/23	**$828.54**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	BATHROOMSAND54	H8987-255596

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
BEST 9 X 1/2 IN SHEDLESS KNIT RC	10012873600000700015	1.0000	EA	$4.97	$4.97
BEST 6 X 3/4 IN SHEDLESS KNIT ASSEM	10012874210000700012	1.0000	EA	$6.37	$6.37
9 IN HD ROLLER FRAME - ORG HNDLE	00004183120000700023	1.0000	EA	$4.48	$4.48
QEP ALL PURPOSE SPONGE-WINGSTACK	00004614570001400005	1.0000	EA	$3.17	$3.17
SELF-CLOSING 3/8" INSET HINGE SN 2PK	00006935940000400003	12.0000	PR	$4.18	$50.16
QEP 3/16" X 5/32" V NCH CG TROWEL	10047974430001400005	1.0000	EA	$14.57	$14.57
7200 COVE WALL BASE ADHESIVE 11OZ	00005685820001400013	5.0000	EA	$6.77	$33.85
1-3/16" GARRETT KNOB SN 10PK	00007651020000400003	2.0000	PK	$23.93	$47.86
3X9 SIGN-MEN	00004875460000400015	1.0000	EA	$6.27	$6.27
3X9SMB.WOMEN	00004875540000400015	1.0000	EA	$6.27	$6.27
HOMER BUCKET	00001312270001000008	1.0000	EA	$4.98	$4.98

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	**$844.21**
Due Date	**May 31, 2023**
Invoice Number	**1972897**

Amount Enclosed: $

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Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000268

CH-49

Commercial Account

INVOICE

Invoice #: 22335

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/13/23
Total Invoice Due by 05/31/23	$329.62
Balance Due if paid online by 04/02/23	$323.50

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	BATHROOM	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ARAGON 19IN DROP-IN SINK IN WHITE	00004622680002100020	1.0000	EA	$59.00	$59.00
CALLOWAY 19" BN EDGELIT 5CCT LED FM	10057580280001600003	1.0000	EA	$86.97	$86.97
GLACIER BAY 24" ROUND MIRROR - SILVE	10063094800002200011	1.0000	EA	$79.97	$79.97
GLACIER BAY 24" ROUND MIRROR - SILVE	10063094800002200011	1.0000	EA	$79.97	$79.97

SUBTOTAL	$305.91
TAX	$23.71
SHIPPING	$0.00
TOTAL	$329.62

Early Pay Discount	$6.12
Balance Due if paid online by 04/02/23	$323.50

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
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EMAIL REGINA.HODGES@CITI.COM
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FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$329.62
Due Date	May 31, 2023
Invoice Number	22335

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000269

C4-50

Commercial Account

INVOICE

Invoice #: 3074139

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/20/23
Total Invoice Due by 05/31/23	$785.29
Balance Due if paid online by 04/09/23	$770.71

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEOFFICE	

Store / Register #: 8987, BEAUMONT, CA / 7

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CA LBR FEE	00009997350002000001	20.0000	EA	$0.02	$0.40
PROFESSIONAL BUILDER SHIM PK	00006616190001500004	1.0000	EA	$6.46	$6.46
CA LBR FEE	00009997350002000001	1.0000	EA	$0.06	$0.06
2-1/2" CONSTRUCTION SCREW 1 LB	10021356560000300010	1.0000	EA	$9.98	$9.98
DEFIANT BRANDYWINE PROJECT PACK SS	00004924870001000014	1.0000	EA	$38.97	$38.97
HENRY 289 ROOFING SEALANT 0.9 GAL	00004505880001000006	1.0000	EA	$35.98	$35.98
WB 9-IN-1 MULTIPURPOSE TOOL	00009210400001200006	1.0000	EA	$6.48	$6.48
3"WHTBRSBRSH	00001302650000700007	1.0000	EA	$1.97	$1.97
3"WHTBRSBRSH	00001302650000700007	1.0000	EA	$1.97	$1.97
4"FMBRSHWDHN	00004895420000700007	1.0000	EA	$4.47	$4.47
4"FMBRSHWDHN	00004895420000700007	1.0000	EA	$4.47	$4.47
30"X80" SUCASA SEC DR WHT	00005460180003100005	1.0000	EA	$156.00	$156.00
WEDGE ANCHOR 3/8X3-3/4 ZINC 1CT	10042159480000300020	1.0000	EA	$2.65	$2.65

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$785.29
Due Date	May 31, 2023
Invoice Number	3074139

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000270

C4-51

Commercial Account

INVOICE

Invoice #: 5973582

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/18/23
Total Invoice Due by 05/31/23	$311.08
Balance Due if paid online by 04/07/23	$305.36

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00042	BRAY BRUCE	BRAY BRUCE	CALIFORNIANCLUBHOUS	H1013-412315

Store / Register #: 1013, REDLANDS, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
6X36 P&S GRY WOOD VNL PLANK 36SF/C	10028225450000100009	5.0000	CA	$57.21	$286.05

SUBTOTAL	$286.05
TAX	$25.03
SHIPPING	$0.00
TOTAL	$311.08

Early Pay Discount	$5.72
Balance Due if paid online by 04/07/23	$305.36

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$311.08
Due Date	May 31, 2023
Invoice Number	5973582

Amount Enclosed: $ _____

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-52

Commercial Account

INVOICE

Invoice #: 8073960

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/15/23
Total Invoice Due by 05/31/23	$833.63
Balance Due if paid online by 04/04/23	$818.16

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	SPA/BATHROOM	

Store / Register #: 8987, BEAUMONT, CA / 7

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
TOGGLE BOLT 1/4X3 10 PC	0000261289000030011	1.0000	EA	$6.93	$6.93
EB LATH SELF-DRILLING 8X3/4	0000295548000030010	1.0000	EA	$12.57	$12.57
3/4X2GALNIPL	0000182591000010048	1.0000	EA	$2.36	$2.36
3/4X2GALNIPL	0000182591000010048	1.0000	EA	$2.36	$2.36
#14-16X1-1/2" PLASTIC RIBBED GRN50PK	1004810313000030011	1.0000	EA	$14.98	$14.98
3/4" FP BALL VALVE FPT 600PSI LF	0000869637000010018	1.0000	EA	$16.98	$16.98
DISCOUNT	00000000000000000005	1.0000	EA	$35.95	-$35.95
EB 24" CPR 3/4 FIP X 3/4 FIP LINE	10000443000001000010	1.0000	EA	$18.88	$18.88
EB 24" CPR 3/4 FIP X 3/4 FIP LINE	10000443000001000010	1.0000	EA	$18.88	$18.88
40GAL/38K BTU ULN GAS TALL PERF N3	10023064580001000005	1.0000	EA	$719.00	$719.00
DISCOUNT	00000000000000000005	1.0000	EA	$0.68	-$0.68

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

8 HP 15

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$833.63
Due Date	May 31, 2023
Invoice Number	8073960

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

000272

C4-53

Commercial Account

INVOICE

Invoice #: 9023099

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/24/23
Total Invoice Due by 05/31/23	$453.99
Balance Due if paid online by 04/13/23	$445.56

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
9/16 X2-1/2 PFJ LWM452 CHAIR RL	00008635720002000004	6.0000	LF	$1.94	$11.64
3/8 X2-1/4 MDF KL406 BASE	00006869850002000008	8.0000	LF	$1.24	$9.92
3M VHB EXTREME DBL SIDED TAPE STRIPS	10025947450000500006	1.0000	EA	$22.78	$22.78
3/8 X2-1/4 MDF KL406 BASE	00006869850002000008	24.0000	LF	$1.24	$29.76
9/16 X2-1/2 PFJ LWM452 CHAIR RL	00008635720002000004	6.0000	LF	$1.94	$11.64
9/16 X2-1/2 PFJ LWM452 CHAIR RL	00008635720002000004	10.0000	LF	$1.94	$19.40
5/8 X2-1/2X7' MDF KL424 CASING	00002893030002000008	16.0000	EA	$12.98	$207.68
1/2 X 2-1/2 PFJ KL519 S4S	00001050490002000004	26.0000	LF	$2.54	$66.04
10' GALVANIZED DRYWALL CORNER BEAD	00002025640001200005	1.0000	EA	$5.56	$5.56
10' GALVANIZED DRYWALL CORNER BEAD	00002025640001200005	1.0000	EA	$5.56	$5.56

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$453.99
Due Date	May 31, 2023
Invoice Number	9023099

Amount Enclosed: $ _____

Print address changes on the reverse side.
Make Checks Payable to

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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-54

Commercial Account



INVOICE

Invoice #: 974214

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	03/23/23
Total Invoice Due by 05/31/23	$671.59
Balance Due if paid online by 04/12/23	$659.12

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEOFFICE	H8987-258378

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
36"X80" SUCASA SEC DR WHT	00005462640003100005	1.0000	EA	$156.00	$156.00
36X80 RH PREM 6 PANEL IS NBM	00008279700002400003	1.0000	EA	$244.00	$244.00
CLASSIC SL 36X36 WHITE HPSC LH	10027032630002200003	1.0000	EA	$169.00	$169.00
1/2"X4'X8' USG ULTRALIGHT DRYWALL	00008937490001200002	5.0000	EA	$14.28	$71.40
1-5/8" GOLD SCREW 1 LB	00008321890000300010	1.0000	EA	$8.98	$8.98
3M DRYWALL SAND SCREEN 120 GRIT 10PK	00007540380001200007	1.0000	PK	$16.78	$16.78
DISCOUNT	00000000000000000005	1.0000	EA	$0.84	-$0.84
DISCOUNT	00000000000000000005	1.0000	EA	$18.72	-$18.72
DISCOUNT	00000000000000000005	1.0000	EA	$14.64	-$14.64
DISCOUNT	00000000000000000005	1.0000	EA	$5.07	-$5.07

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
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8 HP 23

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due	$671.59
Due Date	May 31, 2023
Invoice Number	974214

Invoice Enclosed

Amount Enclosed: $ _____

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-55

Commercial Account

INVOICE

Invoice #: 4023398

Please pay from this invoice.

Account	xxxx xxxx xxxx 0540
Transaction Date	03/29/23
Total Invoice Due by 05/31/23	$782.80
Balance Due if paid online by 04/18/23	$768.26

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEOFFICE	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
HUSKY COMPACT FOLD LKBACK UTL KNIFE	10000327810000100006	1.0000	EA	$6.97	$6.97
MKBRASSKEY	10040594560000500003	1.0000	EA	$3.47	$3.47
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
FROG 36MM MULTI SURFACE	00009030350000500010	1.0000	EA	$8.98	$8.98
FROG 36MM MULTI SURFACE	00009030350000500010	1.0000	EA	$8.98	$8.98
12"X180' GREEN PREM MASKING PAPER	00004591190001000013	1.0000	EA	$5.48	$5.48
12"X180' GREEN PREM MASKING PAPER	00004591190001000013	1.0000	EA	$5.48	$5.48
CLOROX SPLASHLESS BLEACH 117OZ	10051320070000400029	1.0000	EA	$8.38	$8.38
CLOROX DISINFECTING BLEACH 121OZ	10051319780000400029	1.0000	EA	$8.98	$8.98

continued

Questions About Your Account
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EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$782.80
Due Date	May 31, 2023
Invoice Number	4023398

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-56

INVOICE

Commercial Account

Invoice #:	4974602

Please pay from this invoice.

Account	xxxx xxxx xxxx 0540
Transaction Date	03/29/23
Total Invoice Due by 05/31/23	$316.85
Balance Due if paid online by 04/18/23	$310.97

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEOFFICE	H8987-259046

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ARMSTRONG_S/O_23_5_60_CEILINGS	1002191283000050002	2.0000	EA	$147.03	$294.06

SUBTOTAL	$294.06
TAX	$22.79
SHIPPING	$0.00
TOTAL	$316.85

Early Pay Discount	$5.88
Balance Due if paid online by 04/18/23	$310.97

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$316.85
Due Date	May 31, 2023
Invoice Number	4974602

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-57

Commercial Account

INVOICE

Invoice #: 9012738

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	04/03/23
Total Invoice Due by 06/30/23	$167.01
Balance Due if paid online by 04/23/23	$163.91

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEOFFICE	

Store / Register #: 8987, BEAUMONT, CA / 1

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1/2"X25' FLEXIBLE STEEL CONDUIT	00008633470000400006	1.0000	EA	$37.80	$37.80
F220 FLEX SCREWIN CONN 1/2" PK5	00008396390000600007	1.0000	BG	$5.27	$5.27
F220 FLEX SCREWIN CONN 1/2" PK5	00008396390000600007	1.0000	BG	$5.27	$5.27
HANDY BOX COVER BLANK	00007444250000600005	1.0000	EA	$0.98	$0.98
HANDY BOX COVER BLANK	00007444250000600005	1.0000	EA	$0.98	$0.98
HANDY BOX COVER BLANK	00007444250000600005	1.0000	EA	$0.98	$0.98
HANDY BOX COVER BLANK	00007444250000600005	1.0000	EA	$0.98	$0.98
HANDY BOX 1 7/8 DP 1/2 KO	00002998390000600005	1.0000	EA	$1.72	$1.72
HANDY BOX 1 7/8 DP 1/2 KO	00002998390000600005	1.0000	EA	$1.72	$1.72
14-2 NM 25'	00003746430000400002	1.0000	EA	$30.00	$30.00
HANDY BOX 1 7/8 DP 1/2 KO	00002998390000600005	1.0000	EA	$1.72	$1.72
DISCOUNT	00000000000000000005	1.0000	EA	$1.63	-$1.63
HANDY BOX 1 7/8 DP 1/2 KO	00002998390000600005	1.0000	EA	$1.72	$1.72
AC-G MAILSLOT SATIN NICKEL	00005048320000400016	1.0000	EA	$39.48	$39.48
3M TEMFLEX ELECTRICAL TAPE 1PK	10046583770001100006	1.0000	EA	$3.28	$3.28

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due $167.01
Due Date June 30, 2023
Invoice Number 9012738

Invoice Enclosed

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-58

Commercial Account

INVOICE

Invoice #: 2020651

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	05/10/23
Total Invoice Due by 07/31/23	$1,025.33
Balance Due if paid online by 05/30/23	$1,006.30

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CALIFORIAN	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
LEG KIT FOR ROUND-CORNERED EVAPCOOLR	00004696940000200020	1.0000	EA	$42.50	$42.50
BRASS SILL COCK GARDEN HOSE THREAD	00006515340000200020	1.0000	EA	$10.98	$10.98
1/4" SOLID BRASS COMPRESSION UNION	00007115190000200020	1.0000	EA	$2.70	$2.70
CC 4900CFM DD EVAP COOLER 1800 SQFT	00004399400000200018	1.0000	EA	$699.00	$699.00
1/4" SOLID BRASS COMPRESSION UNION	00007115190000200020	1.0000	EA	$2.70	$2.70
1/2HP 115-V EVAPORATIVE COOLER MOTOR	00001145510000200021	1.0000	EA	$136.00	$136.00
1/4" SOLID BRASS ANGLE NEEDLE VALVE	00001308260000200020	1.0000	EA	$7.98	$7.98
IN-LINE SCALE ELIMINATOR CARTRIDGE	00007954690000200020	1.0000	EA	$20.98	$20.98
NON-CONTACT VOLTAGE TESTER 50-1000V	10065404890001100004	1.0000	EA	$19.97	$19.97

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
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NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION 8 HP 10 **This Account is Issued by Citibank, N.A.**

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due $1,025.33
Due Date July 31, 2023
Invoice Number 2020651

Invoice Enclosed

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-59

Commercial Account

INVOICE

Invoice #: 4020495

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	06/27/23
Total Invoice Due by 08/31/23	$1,057.47
Balance Due if paid online by 07/17/23	$1,037.83

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
WTR DEP 1.20	00009998990001800001	1.0000	EA	$1.20	$1.20
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
QT RECYC $	10072673040001800003	1.0000	EA	$0.30	$0.30
HOMER BUCKET	00001312270001000008	1.0000	EA	$4.48	$4.48
3M RED DUCT TAPE 55YD 1PK	10078430200000500004	1.0000	EA	$8.98	$8.98
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
FROG 36MM MULTI SURFACE	00009030350000500010	1.0000	EA	$8.98	$8.98
FROG 36MM MULTI SURFACE	00009030350000500010	1.0000	EA	$8.98	$8.98
BEST 6 X 3/8 IN SHEDLESS KNIT ASSEM	10012874190000700012	1.0000	EA	$5.97	$5.97
KOHLER CURSIVA 33" DE AIO	10063098780002100002	1.0000	EA	$449.00	$449.00
3G LT ALMOND MIDWAY SWITCH WALLPLT	00007287090000200006	1.0000	EA	$2.98	$2.98
3G LT ALMOND MIDWAY SWITCH WALLPLT	00007287090000200006	1.0000	EA	$2.98	$2.98

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

This Account Is Issued by Citibank, N.A.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$1,057.47
Due Date	August 31, 2023
Invoice Number	4020495

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-60

Commercial Account

INVOICE

Invoice #: 6023450

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	06/05/23
Total Invoice Due by 08/31/23	$590.66
Balance Due if paid online by 06/25/23	$579.69

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2IN CORDLESS FW BLIND WHITE 35X48	10015110560002600015	1.0000	EA	$41.98	$41.98
KLEAN STRIP LIQUID SANDPAPER QT	00006949650003400004	1.0000	EA	$8.97	$8.97
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50
HOMER BUCKET	00001312270001000008	1.0000	EA	$4.48	$4.48
WD-40 8OZ MP LUBE & PENETRANT	00001721870003100016	1.0000	EA	$6.98	$6.98
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
BEST 9 X 3/4 IN SHEDLESS KNIT RC	10012874140000700015	1.0000	EA	$5.17	$5.17
DAP PLASTIC WOOD 5.5OZ W DRYDEX	10016508640001300012	1.0000	EA	$6.98	$6.98
BEST 6 X 1/2 IN SHEDLESS KNIT 12PK	10013208640000700012	1.0000	EA	$18.87	$18.87
10YR-WF BASIC ION SMOKE ALARM	00001526220000500003	1.0000	EA	$19.97	$19.97
10YR-WF BASIC ION SMOKE ALARM	00001526220000500003	1.0000	EA	$19.97	$19.97

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$590.66
Due Date	August 31, 2023
Invoice Number	6023450

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-61

Commercial Account

INVOICE

Invoice #: 6554526

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	06/05/23
Total Invoice Due by 08/31/23	$316.97
Balance Due if paid online by 06/25/23	$311.14

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSEFILEROOM	

Store / Register #: 1013, REDLANDS, CA / 55

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CA LBR FEE	00009997350002000001	1.0000	EA	$0.06	$0.06
PROFESSIONAL BUILDER SHIM PK	00006616190001500004	1.0000	EA	$6.46	$6.46
DW 18GA 1-1/2" BRT STRT BRAD 2.5M	10011877020001200021	1.0000	EA	$17.98	$17.98
36X80 RH PREM 6 PANEL IS NBM	00008279700002400003	1.0000	EA	$244.00	$244.00
DEFIANT BRANDYWINE SS COMBO DBL CYL	10021415730001000007	1.0000	EA	$22.97	$22.97

SUBTOTAL	$291.47
TAX	$25.50
SHIPPING	$0.00
TOTAL	$316.97

Early Pay Discount	$5.83
Balance Due if paid online by 06/25/23	$311.14

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION 8 HP 5 **This Account is Issued by Citibank, N.A.**

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Amount Due	$316.97
Due Date	August 31, 2023
Invoice Number	6554526

Invoice Enclosed

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-62

INVOICE

Commercial Account

Invoice #:	8974731

Please pay from this invoice.

Account	xxxx xxxx xxxx 0540
Transaction Date	06/13/23
Total Invoice Due by 08/31/23	$474.14
Balance Due if paid online by 07/03/23	$465.34

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE64	H8987-268372

Store / Register #: 8987, BEAUMONT, CA / 97

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3" HALF ROUND FOOT PULL SN 10PK	00009481510000400003	5.0000	PK	$25.98	$129.90
SELF-CLOSING 3/8" INSET HINGE SN 2PK	00006935940000400003	24.0000	PR	$4.18	$100.32
KIDDE BATTERY CO ALARM	00001848040000500014	1.0000	EA	$19.97	$19.97
3" CONSTRUCTION SCREW 1 LB	10000398180000300010	1.0000	EA	$9.98	$9.98
HOMER BUCKET	00001312270001000008	1.0000	EA	$4.48	$4.48
2X4-8FT PT GC BROWN WW	10017652050002000002	6.0000	PC	$5.98	$35.88
CA LBR FEE	00009997350002000001	1.0000	EA	$0.36	$0.36
1 X1 PINE KL268 O/S CRN	00007366350002000003	8.0000	LF	$2.28	$18.24
SELF-CLOSING OVERLAY HINGE SN 2PK	00006934290000400003	6.0000	PR	$3.98	$23.88
2'X4' EGG CRATE WHT LOUVER	00001166020000500006	4.0000	EA	$19.44	$77.76
DISCOUNT	00000000000000000005	1.0000	EA	$2.36	-$2.36
CA LBR FEE	00009997350002000001	1.0000	EA	$0.36	$0.36
23/32 4X8 CDX PLYWOOD	00004396140000100002	1.0000	EA	$36.38	$36.38
DISCOUNT	00000000000000000005	1.0000	EA	$1.20	-$1.20
DISCOUNT	00000000000000000005	1.0000	EA	$6.50	-$6.50
DISCOUNT	00000000000000000005	1.0000	EA	$5.04	-$5.04

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

8 HP 13

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$474.14
Due Date	August 31, 2023
Invoice Number	8974731

Amount Enclosed: $

Print address changes on the reverse side.
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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-63

Commercial Account

INVOICE

Invoice #: 4073235

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	07/17/23
Total Invoice Due by 09/30/23	$497.32
Balance Due if paid online by 08/06/23	$488.07

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 7

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
BEHR PPI 7050 SATIN UPW 128OZ	00009269290001500002	1.0000	GA	$34.98	$34.98
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
BOTTLE WATER	00002183400000900013	1.0000	EA	$4.98	$4.98
WTR DEP 1.20	00009998990001800001	1.0000	EA	$1.20	$1.20
HDX PAINTER'S TERRY TOWEL - 24PK	10056459140001000005	1.0000	EA	$15.98	$15.98
BEHR PPI 7400 SATIN MED 120OZ	00009259720001500002	1.0000	GA	$34.98	$34.98
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
BEHR PPI 7400 SATIN MED 120OZ	00009259720001500002	1.0000	GA	$34.98	$34.98
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
BEHR PPI 7400 SATIN MED 120OZ	00009259720001500002	1.0000	GA	$34.98	$34.98
GL RECYC$	10080435100001800003	1.0000	EA	$0.65	$0.65
BEHR PPI 7050 SATIN UPW 5.00GL	00009267970001500002	1.0000	EA	$167.00	$167.00
GL RECY$	10080436150001800003	1.0000	EA	$1.50	$1.50

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$497.32
Due Date	September 30, 2023
Invoice Number	4073235

Amount Enclosed: $.

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DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-64

Commercial Account

INVOICE

Invoice #: 5023239

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	07/26/23
Total Invoice Due by 09/30/23	$587.24
Balance Due if paid online by 08/15/23	$576.34

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	CLUBHOUSE	

Store / Register #: 8987, BEAUMONT, CA / 2

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2IN CORDLESS FW BLIND WHITE 47X64	10015120640002600015	1.0000	EA	$65.98	$65.98
2IN CORDLESS FW BLIND WHITE 47X64	10015120640002600015	1.0000	EA	$65.98	$65.98
2IN CORDLESS FW BLIND WHITE 47X64	10015120640002600015	1.0000	EA	$65.98	$65.98
POLYBLEND PLUS #19 PEWTER 25 LB. SAN	10053999260001400009	1.0000	EA	$22.67	$22.67
2IN CORDLESS FW BLIND WHITE 47X64	10015120640002600015	1.0000	EA	$65.98	$65.98
QEP 7.5" XL ALL-PURPOSE GROUT SPONGE	10051155030001400005	1.0000	EA	$3.17	$3.17
12X11.8 LORENAGRIGIO INTERLOCK4MM-EA	10031942160000600019	25.0000	EA	$8.99	$224.75
QEP ALL PURPOSE SPONGE-WINGSTACK	00004614570001400005	1.0000	EA	$3.17	$3.17
EB LATH SELF-DRILLING 8X1-5/8	00002956810000300010	1.0000	EA	$12.57	$12.57
PLASTIC RIB ANCHOR 10-12X1 1/4 75 PC	00006081890000300011	1.0000	EA	$5.78	$5.78

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$587.24
Due Date	September 30, 2023
Invoice Number	5023239

Amount Enclosed: $

Print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-65

INVOICE

Commercial Account

Invoice #: 9012197

Please pay from this invoice.

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207

Account	xxxx xxxx xxxx 0540
Transaction Date	08/31/23
Total Invoice Due by 11/30/23	$543.05
Balance Due if paid online by 09/20/23	$532.97

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00045	RYMER JOHN	RYMER JOHN	LAUDRYROOM	

Store / Register #: 8987, BEAUMONT, CA / 1

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BRACE, CORNER_DBLWIDE_2"_ZINC_2PK	00001515430000400019	1.0000	PK	$5.27	$5.27
HOLE COVER PLATE SATIN NICKEL	00005363130000500012	1.0000	EA	$5.98	$5.98
BRACE, CORNER_DBLWIDE_2"_ZINC_2PK	00001515430000400019	1.0000	PK	$5.27	$5.27
BRACE, CORNER_DBLWIDE_2"_ZINC_2PK	00001515430000400019	1.0000	PK	$5.27	$5.27
36"X80" SUCASA SEC DR WHT	00005462640003100005	1.0000	EA	$119.00	$119.00
68-3/8"X68" WINDHAM WHITE PANEL	00001983540000800014	1.0000	EA	$78.91	$78.91
68-3/8"X68" WINDHAM WHITE PANEL	00001983540000800014	1.0000	EA	$78.91	$78.91
68-3/8"X68" WINDHAM WHITE PANEL	00001983540000800014	1.0000	EA	$78.91	$78.91
BRACE, CORNER_DBLWIDE_2"_ZINC_2PK	00001515430000400019	1.0000	PK	$5.27	$5.27

continued

Questions About Your Account
ACCT MGR REGINA HODGES EXT 4676572
EMAIL REGINA.HODGES@CITI.COM
PHONE 1-800-494-1946 (TTY: 711)
FAX 1-877-969-6282

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Your Account Number is xxxx xxxx xxxx 0540

P.O. Box 790420
St. Louis, MO 63179

Invoice Enclosed

Amount Due	$543.05
Due Date	November 30, 2023
Invoice Number	9012197

Amount Enclosed: $

Please see reverse side to change your address.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx0540
PO BOX 78047
PHOENIX, AZ 85062-8047

J MAR APARTMENTS
18426 BROOKHURST STREET
SUITE 207
FOUNTAIN VALLEY, CA 92708-6778

C4-66

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE 6-7-23
BID NO.	ARCHITECT
TO Californda Mobil Estates	PHONE #'S
ADDRESS	DATE OF PLANS

WORK TO BE PERFORMED AT: Office File Storage Room

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

Area below for additional description and/or drawings.

Remove Existing door & Trim
Install New door and Trim with new
Lock Set $550.00

Install 3 New mini Blinds (2' Faux wood)
In File Storage Room
Install 1 New mini Blind In Office Pass Thru window $150.00

Total $700.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

_____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

C4-67

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 1 of 2	DATE 2-6-23
BID NO.	ARCHITECT
TO Californian Mobil Estates	PHONE #'S
ADDRESS	DATE OF PLANS

WORK TO BE PERFORMED AT: Clubhouse

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

1- ~~New Office: Build wall with 36" door for Entry to office~~ add Security Screen door Build wall on other opening with Small Pass thru window Install 2 Ceiling Fans ~~$1600.00~~

2- ~~Replace 21 Fluorecent Lights with LED Fixtures~~ ~~$1500.00~~

3- ~~Paint all Interior walls in Clubhouse Main area, office, and~~ Kitchen. (Not In Storage Areas) Paint Fireplace $1800.00

4- ~~Paint all Kitchen Cabinets Inside and Outside~~ Remove doors and hinges. Clean & Replace hinges & Pulls $1200.00

5- Install New Kitchen Sink & Drain with New Faucet $550.00

6- ~~Install New Led lighting In Kitchen Light well with~~ New Guides / Light diffusers ~~$300.00~~

* Labor Bid Only *

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

_____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE ~~[illegible]~~ DATE

SIGNATURE DATE

C4-68

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 2 of 2	DATE
BID NO.	ARCHITECT
TO Californian Mobil Estates	PHONE #'S
ADDRESS	DATE OF PLANS
WORK TO BE PERFORMED AT: Club house	

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

Area below for additional description and/or drawings.

1- Paint office Ceiling panels and Replace 11 damaged Panels and 2 more Ceiling tiles $350.00

8- Paint Ceiling Panels In main Clubhose area mast all Lighting $800.00

* Labor Only * Total $6600.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

_____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

C4-69

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE
1 of 2	11-8-22
BID NO.	ARCHITECT

TO: Californian Mobile Estates — PHONE #'S:
ADDRESS — DATE OF PLANS:
WORK TO BE PERFORMED AT: Clubhouse Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

* Ladies Bathrooms

Area below for additional description and/or drawings.

Remove Existing Stall, Remove left side Toilet. Open wall and Move water Outlet for toilet to NEW lower location. Remove Second toilet and Cap off water Inlet. Cut 2'x2' hole In Concrete and Cap Toilet Sewer. Repair wall Behide toilets and Cover with FRP 42" high. Paint walls as necessary. Paint Cabinets. RE glaze Counter tops with Marble Epoxy. RE Install NEW Toilet and Stall to Accommodate Wheel Chairs. Install New Grab Bars.

* MENS Bath Room. Same as womens. For toilets and Stall. Remove One urinal and All Tile on wall Install Dry wall Behind toilet and FRP 42" high Behind

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

C4-70

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 2 of 2	DATE
BID NO.	ARCHITECT
TO: Californian Mobile Estates	PHONE #'S
ADDRESS	DATE OF PLANS

WORK TO BE PERFORMED AT: Clubhouse Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Toilet and and Urinal. Install New Urinal and Toilet with Stall Same as other Bathroom
Reglaze Counter with Marble Epoxy and Install 2 mirrors

Total $ 3800.00

* Labor Only
* Flooring Installed By Bruce (Not Included in this Bid)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

_____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

C4-71

Californian Mobile
Clubhouse Improvements

Name	Date Paid	Invoice #/Proposal Description	Amount	Description	V#
Sexton Construction	4/4/2023	Deposit	6,716.50	Siding, 10% deposit on start of work.	V#1031
Sexton Construction	4/21/2023	Draw 1	12,500.00		V#1041
Sexton Construction	5/17/2023	Draw 2	20,000.00		V#1054
Sexton Construction	5/25/2023	Draw 3	29,398.50	Include change order of $1,450.	V#1059
			68,615.00		
Sexton Construction	6/9/2023	Phase 2	36,870.00	Doors	V#1067
Sexton Construction	8/21/2023	Roof repairs	20,650.00	Roof repairs	V#1105
Sexton Construction	8/24/2023	Phase 3 initial draw	10,000.00	Windows, exterior paint	V#1108
Sexton Construction	8/29/2023	Phase 3 balance	25,200.00		V#1110
			35,200.00		
Sexton Construction		**Subtotal**	**161,335.00**		

Name	Date Paid	Invoice #/Proposal Description	Amount	Description	V#
Rymer Construction	6/20/2023	Office file storage room	700.00	Remove and install door + trim	V#1075
Rymer Construction	3/20/2023	Spa/Bathrooms	350.00	Remove and install heater	V#1021
Rymer Construction	7/28/2022	Spa Shower Rooms	800.00	Remove and install doors	V#1321
Rymer Construction	11/16/2022	Laundry Room	650.00	Remove and install sinks	V#1445
Rymer Construction	No date on invoice	Laundry Room / Clubhouse	509.20	Replace ceiling for water leak	Not on invoice
Rymer Construction	11/18/2022	Clubhouse	150.00	Remove and replace kitchen garbage disp	V#1451
Rymer Construction	3/15/2023	Clubhouse Bathrooms	3,800.00	Remove stall, toilet, repair wall, paint	V#1020
Rymer Construction	8/1/2023	Clubhouse	5,050.00	Paint interior	V#1094
Rymer Construction	4/7/2023	Office	2,250.00	No detail.	V#1034
Rymer Construction	6/26/2023	Clubhouse	6,950.00	New office	V#1077
Rymer Construction		**Subtotal**	**21,209.20**		

Name	Date Paid	Invoice #/Proposal Description	Amount	Description	V#
Bruce Bray	3/22/2023	964523	400.00	Install new flooring in two bathrooms	V#1023
Bruce Bray	11/21/2022	Clubhouse	8,700.00	Install vinyl plank floor	V#1481
Bruce Bray	11/8/2022	964510	1,000.00	Install new vinyl plank	V#1437
Bruce Bray	6/16/2022	665888	350.00	Install vinyl plank floor	V#1273
Bruce Bray		**Subtotal**	**10,450.00**		

Name	Date Paid	Invoice #/Proposal Description	Amount	Description	V#
Living Spaces	11/12/2022	SO-010327966	2,784.26	Coffee table, end tables, TV stand, bookca	Laura CC#1139
Best Buy	11/29/2022	BBY01-806712785391	149.99	TV. Missing page for sale tax and total paid, method paid.	
Wayfair	11/18/2022	3830193087	791.42	Picture frame, lamp, rug, coffee table set	Laura CC#1139
Wayfair	11/11/2022	3829924177	732.69	3 piece living room set	Laura CC#1139
Amazon.com	11/12/2022	112-9899380-0497013	34.46	Pillows insert and cases	Laura CC#1140
Wayfair	4/21/2023	3898107377	1,637.78	U and L shaped desks	Laura CC#1140
Sam's Club	5/8/2023	10062877600	1,939.18	Folding chair, 4 pack	V#1051
Target	3/28/2023	30873991062784534	205.79	Wall mirror	Laura CC#1139
Various for furniture & TV		**Subtotal**	**8,275.57**		

Name	Date Paid	Invoice #/Proposal Description	Amount	Description	V#
Martinez Home Improvement	6/21/2023	Countertops	2,200.00	Kitchen countertops installation and quart	V#1076
Martinez Home Improvement	7/12/2023	Countertops	2,200.00	Kitchen countertops installation and quart	V#1085
Martinez Home Improvement		**Subtotal**	**4,400.00**		

Name	Date Invoiced	Invoice #	Amount	Description	V#
Home Depot	12/7/2022	3970090	1,454.94	No detail invoice	
Home Depot	11/4/2022	9972095	741.86	No detail invoice	
Home Depot	11/4/2022	9972093	10,025.91	No detail invoice	
Home Depot	11/4/2022	9972055	74.28	No detail invoice	
Home Depot	11/2/2022	1970242	1,499.23	Liferoof sterling Oak	
Home Depot	11/11/2022	2536565	163.83	Leg tip 1" black rubber, dust mp, floor cleaner	
Home Depot	11/9/2022	4487365	172.96	FRP/Tile caps, pan, wall panel	
Home Depot	11/9/2022	4970718	290.56	Plywood, sink, faucet hole cover, P trap	
Home Depot	11/3/2022	972745	643.22	Wood VNL plank	
Home Depot	11/4/2022	9970392	117.99	Stripper blade, fiberglass SHT VNYL ADHSVE	
Home Depot	1/16/2023	6974816	996.27	2" adjustable PVC Urinal Flange K	
Home Depot	2/16/2023	5495312	350.65	Wall panel, FRP/tile cap, Loctite	
Home Depot	2/6/2023	5971226	317.30	Mineral select 1-QT Onyx	
Home Depot	2/6/2023	5971233	881.05	Cop male ADPTR, bushing, brush	
Home Depot	2/15/2023	6014317	289.03	Serenade mortise set, drywall, valve, sink	

C4-72

000291

Home Depot	3/2/2023	1972897	844.21 Shedless knit, roller frame, sponge, bucket
Home Depot	3/13/2023	22335	329.62 Sink, mirror
Home Depot	3/20/2023	3074139	785.29 Builder shim PK, screw, tool, wedge anchor
Home Depot	3/18/2023	5973582	311.08 Wood VNL plank
Home Depot	3/15/2023	8073960	833.63 Toggle bolt, drilling, valve
Home Depot	3/24/2023	9023099	453.99 Chair RL, base, tape strips, drywall corner bead
Home Depot	3/23/2023	974214	671.59 Panel, drywall, screw
Home Depot	3/29/2023	4023398	782.80 Knife, MK brass key, shedless knit
Home Depot	3/29/2023	4974602	316.85 Lings
Home Depot	4/3/2023	9012738	167.01 Steel conduit, Srewin conn, box cover, tape
Home Depot	5/10/2023	2020651	1,025.33 Leg kit, hose thread, brass compression union
Home Depot	6/27/2023	4020495	1,057.47 Homer bucket, duck tape, switch
Home Depot	6/5/2023	6023450	590.66 Blind, stirp, bucket, shedless knit RC, smoke alarm
Home Depot	6/5/2023	6554526	316.97 Builder shim PK, brad, panel
Home Depot	6/13/2023	8974731	474.14 Hinge, alarm, screw, homer bucket
Home Depot	7/17/2023	4073235	497.32 Behr PPI 7050 satin UPW 128OZ
Home Depot	7/26/2023	5023239	587.24 Blinds, grout sponge
Home Depot	8/31/2023	9012197	543.05 Brace, hole cover plate, panel
Home Depot		**Subtotal**	**28,607.33**
		Total	**234,277.10**

C4-73

6/20/23
paid all 3
V# 1075

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 6-7-23

BID NO.

ARCHITECT

PHONE #'S

TO California Mobil Estates

DATE OF PLANS

ADDRESS

WORK TO BE PERFORMED AT: Office File Storage Room

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Existing door & Trim
Install New door and Trim with new Lock Set $550.00

Install 3 new mini Blinds (2" Faux wood) In File Storage Room

Install 1 New mini Blind In Office Pass Thru window $150.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of $700 Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE

C4-74

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 3-17-23

BID NO.

ARCHITECT

PHONE #'S

TO California Mobil Estates

DATE OF PLANS

ADDRESS

WORK TO BE PERFORMED AT: Spa. / Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove old water heater and Install
New 40 gal water heater and copper
supply lines

$ 350.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows. P.O. # 1021 3/20/23

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE C4-75

* Bid *

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE #'S	DATE OF PLANS

TO: Californian Mobil Estates — Approved 7/12/22
ADDRESS:

WORK TO BE PERFORMED AT: Spa : Shower Rooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Existing doors (Mens Room & Ladies Room) Shower areas / Dressing Room.
Repair dry rotted Studs and Bottom plate in ~~Men~~ Wall
Repair Wall
Install 2 New Metal 24" doors with lock sets
Install Trim & Paint

Total $ 800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

PO VA# 1321 7/28/22

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE C4-76

P.O. #1445
11/16/22

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 11-8-22

BID NO.

ARCHITECT

PHONE #'S

TO Californian Mobil Estates

DATE OF PLANS

ADDRESS

WORK TO BE PERFORMED AT: Laundry Room

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Sink Cabinet and Remove 2 Sinks and old Drains. Faucets to Remain in Same Location

Install 2 New Fiberglass Sinks and New drains on Both Sinks.

FRP Back Splash Installed Behind Both Sinks To protect wall approximately 48" x 48"

Touchup paint as needed

$650.00

* Labor Only

* Bruces Flooring to Fix Flooring

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE DATE

SIGNATURE DATE C4-77

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE #'S	
TO California Mobil Estates	DATE OF PLANS
ADDRESS	

WORK TO BE PERFORMED AT: Laundry Room / Club House

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Laundry: Repair Ceiling From Water Leak at Water Heater Flue $250.00

Paint all walls and Ceiling

Clubhouse: Install Rubber Leg Covers on all Tables $200.00

To protect Floor

Install Felt Pad, to New Furniture Purchased On Amazon Rubber Leg Tips/Covers $59.00

Total $509.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

C4-78

000297

PROPOSAL

lymer Construction
el: 909-266-6415
lc. 746380

PROPOSAL NO.	DATE 11-18-22
BID NO.	ARCHITECT
PHONE #'S	DATE OF PLANS

O Cal, Fornia Mobil Estates P.O. #1451
DDRESS

VORK TO BE PERFORMED AT: Clubhouse 11/21/22

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Use below for additional description and/or drawings.

Remove and Replace Kitchen Garbage disposal with NEW and NEW Drain

Total $1,150.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized

SIGNATURE DATE

C4-79

000298

SIGNATURE DATE

Pd VH 1020
3/15/23

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 1 of 2 | DATE 11-8-22
BID NO. | ARCHITECT
TO Californian Mobile Estates | PHONE #'S
ADDRESS | DATE OF PLANS
WORK TO BE PERFORMED AT: Club house Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

* Ladies Bathrooms

Area below for additional description and/or drawings.

Remove Existing Stall, Remove left side Toilet. Open wall and move water Outlet for toilet to New lower location. Remove Second toilet and Cap off water Inlet. Cut 2'x2' hole In Concrete and Cap Toilet Sewer. Repair wall Behide toilets and Cover with FRP 42" high. Paint walls and Accessory. Paint Cabinets. Re glaze Counter top with Marble Epoxy. Re Install New Toilet and Stall to Accommodate Wheel Chairs. Install New Grab Bars.

* MENS Bath Rooms Same as Womens. For toilets and Stalls. Remove One urinal and Full tile on wall. Install Dry wall Behind toilet and FRP 42" high Behind

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE _____ DATE _____

C4-80

000299

SIGNATURE _____ DATE _____

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 2 of 2
DATE
BID NO.
ARCHITECT
PHONE #'S
DATE OF PLANS

TO: Californian Mobile Estates
ADDRESS
WORK TO BE PERFORMED AT: Clubhouse Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Toilet and and Urinal. Install New Urinal and Toilet with Stall Same as other Bath Room
Reglaze Counter with Marble Epoxy and Install
2 Mirrors

Total $3800.00

* Labor Only
* Flooring Installed By Bruce that Included in this Bid

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE

000300

C4-81

Final Invoice for Clubhouse

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 7-31-23

BID NO.

ARCHITECT

PHONE #'S

TO Californian Mobile Estates

ADDRESS

DATE OF PLANS

WORK TO BE PERFORMED AT: Clubhouse

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Line #1, 3 - Paint all Interior walls $1800.00

1 - Paint all Kitchen Cabinets $1200.00

5 - Install Kitchen Sink $550.00

8 - Paint Ceiling In Clubhouse $800.00

Added Work:

Move 2 plugs from top of Counter to face of cabinet $150.00

Rework Cabinets For Counter Top Installer

Cut Sink Side Cab to make straight. Cover $150.00

Hole in Cab on Right Side

Cover Cabinet Hole For Stereo System. Remove all $200.00

Electronics

Furnish 4 Mini Blinds (2" wood Faux) $200.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

Total $5050.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE Pd. 8/1/23

SIGNATURE C4-82 DATE Ck#1094

Gmail

Laura Ballantyne <jmar7investments@gmail.com>

Pay John

1 message

Laura Ballantyne <jmar7investments@gmail.com>
To: JMar7Investments@gmail.com

Thu, Apr 6, 2023 at 4:08 PM

I just talked to Trish about moving over to a number 51. And holding off on the clubhouse. Sounds like a great idea. So the amount due on the office is 1600 plus 350 + 300. Total $2250 Sent from my iPhone

pd. $2250
4/7/23
V#1034

C4-83

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 2-6-23

BID NO.

ARCHITECT

PHONE #'S

TO Californian Mobil Estates

DATE OF PLANS

ADDRESS

WORK TO BE PERFORMED AT: Clubhouse

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

1- NEW office - Build wall with 36" door for Entry to office and Security Screen door Build wall on other opening with Small Pass thru window. Install 2 Ceiling Fans $1,600.00

2- Replace 21 Fluorecent Lights with LED Fixtures $1500.00

3- Paint all Interior walls in Clubhouse Main area, office, and Kitchen (Not In Storage Areas) Paint Fireplace $1800.00

4- Paint all Kitchen Cabinets Inside and Outside Remove doors and hinges Clean & Replace hinges & Pulls $1200.00

5- Install NEW Kitchen Sink & Drain with NEW faucet $550.00

6- Install NEW Led lighting In Kitchen Light well with NEW Guides / Light diffusers $300.00

* Labor Bid Only *

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of $6950

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

$1500/Paid Item #4 & #6 - 6/26/23

SIGNATURE DATE

C4-84 V#1077

SIGNATURE DATE

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 2 of 2
DATE
BID NO.
ARCHITECT
PHONE #'S
TO Californian Mobil Estates
DATE OF PLANS
ADDRESS
WORK TO BE PERFORMED AT: Club house

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

1- Paint Office Ceiling panels and Replace 11 damaged Panels and 2 more Ceiling Tiles $350.00

8- Paint Ceiling Panels In main Clubhouse area must all Lighting $800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE DATE

SIGNATURE DATE C4-85

000304

Bruce Bray
182 DeAnza
San Jacinto, Ca.
92583

951-282-4398

INVOICE NO. 964523

Invoice

SOLD TO	SHIPPED TO	VIA
Californian Mobile Home Park		
ADDRESS 950 California (clubhouse baths)	ADDRESS	
CITY, STATE, ZIP Calimes Ca.	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				3-18-23

180 sqft	Install new flooring in two bath rooms of clubhouse with floorprep		$400
	— Labor only —		
	P.O. # 1023 3/20/23		
	Thank You.		

000305

Cf-86

9-30-22

Bid - Estimate

Californian Mobil Home Park (Clubhouse)
950 California, Calimesa, Ca.

3000 sq ft.	Install vinyl plank floor with molding and transitions in clubhouse.	$7,500
200 sq ft	Remove existing carpet, haulaway and floor prep in clubhouse.	$1,200
	— labor only —	
	Total	$8,700.--

Allow (7) seven workdays to complete.

approved 10/5/22

pd w# 1481
11/21/22

Bruce Bray
182 DeAnza
San Jacinto, Ca.
92583
951-282-4338

C4-87

C4-88

Invoice

P.O. #1437
11/8/22
$1,000

[redacted]

at: Brown Mobile Home Park
950 California [redacted] & laundry rm.
[redacted]

11-5-22

1 sqft	Install new Vinyl Plank	$900.-
	· 6 appliances, pull-up existing tile VCT	$100
	— Labor only —	
	Total	$1,000 -

000307

Bruce Bray
187 Oceanview
San Jacinto, Ca.
92583

951-282-4938

665888

Ca. Persian Mobile Home Park
950 California Ave. (office)
Calle Mesa, Ca.

6-8-22

140 sq ft	Install vinyl plank flooring in office with cove base, pull up & prep.	350.00
	Labor only =	

Pd. Check #23
Wilder

6/20/23
paid all 3 —
V# 1075

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 6-7-23

BID NO.

ARCHITECT

PHONE #'S

TO California Mobil Estates

DATE OF PLANS

ADDRESS

WORK TO BE PERFORMED AT: Office File Storage Room

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Existing door + Trim
Install New door and Trim with new Lock Set $550.00

Install 3 New mini Blinds (2" Faux wood) In File Storage Room
Install 1 New mini Blind In Office Pass Thru window $150.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows. $700

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE C4-90

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 3-17-23

BID NO.

ARCHITECT

TO California Mobil Estates

PHONE #'S

ADDRESS

DATE OF PLANS

WORK TO BE PERFORMED AT: Spa. / Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Old Water Heater and Install New 40 gal water heater and Copper Supply lines

$ 3500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

P.O. VH 1021
3/20/23

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

C4-91

SIGNATURE DATE

* Bid *

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE #'S	DATE OF PLANS

TO: Californian Mobil Estates — Approved 7/12/22
ADDRESS:

WORK TO BE PERFORMED AT: Spa : Shower Rooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Existing doors (Mens Room & Ladies Room) Shower Areas / Dressing Room.
Repair dry Rotted Studs and Bottom plate in ~~Rest~~ Wall
Repair Wall
Install 2 new Metal 24" doors with lock sets
Install Trim & Paint

Total $ 800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

PO V# 1321 7/28/22

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

C4-92

SIGNATURE _____ DATE _____

P.O. #1445
11/16/22

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE 11-8-22
BID NO.	ARCHITECT
PHONE #'S	
TO Californian Mobil Estates	DATE OF PLANS
ADDRESS	

WORK TO BE PERFORMED AT: Laundry Room

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Remove Sink Cabinet and Remove 2 Sinks and old Drains. Faucets to Remain in Same Location

Install 2 New Fiberglass Sinks and New drains on Both Sinks.

FRP Back Splash Installed Behind Both Sinks to protect wall approximately 48" x 48"

Touchup paint as needed $ 650.00

* Labor Only

* Bruces Flooring to Fix Flooring

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE C4-93

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE #'S	
DATE OF PLANS	

TO California Mobil Estates

ADDRESS

WORK TO BE PERFORMED AT: Laundry Room / Club House

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Laundry: Repair Ceiling from Water Leak at Water Heater Flue
Paint all Walls and Ceiling $ 250.00

Clubhouse: Install Rubber Leg Covers on all Tables $ 200.00
To protect Floor
Install Felt Pad, to New Furniture
Purchased On Amazon - Rubber Leg Tip Caps Covers $ 59.00

Total $ 509.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

C4-94

SIGNATURE DATE

PROPOSAL

lymer Construction
el: 909-266-6415
ic. 746380

PROPOSAL NO.	DATE 11-18-22
BID NO.	ARCHITECT
PHONE #'S	DATE OF PLANS

O Cal, Fornia Mobil Estates PO. #1451
DDRESS

WORK TO BE PERFORMED AT: Club house 11/21/22

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Use below for additional description and/or drawings.

Remove and Replace Kitchen Garbage Disposal with New and New Drain

Total $1,150.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments

SIGNATURE DATE

SIGNATURE DATE

C4-95

Pd VH 1020
3/15/23

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 1 of 2 | DATE 11-8-22
BID NO. | ARCHITECT
TO Californian Mobile Estates | PHONE #'S
ADDRESS | DATE OF PLANS
WORK TO BE PERFORMED AT: Clubhouse Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

* Ladies Bathrooms

Area below for additional description and/or drawings.

Remove Existing Stall, Remove Left side Toilet. Open wall and Move water Outlet for Toilet to New lower location. Remove Second toilet and Cap off water Inlet. Cut 2'x2' hole In Concrete and Cap Toilet Sewer. Repair wall Behind toilet and Cover with FRP 42" high. Paint walls as necessary. Paint Cabinets. Re glaze Counter Top with Marble Epoxy. Re Install New Toilet and Stall to Accommodate Wheel Chairs. Install New Grab Bars.

* Mens Bath Rooms Same as womens. For Toilets and Stalls: Remove One wall and All tile on wall. Install Dry wall Behind Toilet and FRP 42" high Behind

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE C4-96

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO: 2 of 2
DATE:
BID NO.
ARCHITECT
PHONE #'S
DATE OF PLANS

TO: Californian Mobile Estates
ADDRESS
WORK TO BE PERFORMED AT: Clubhouse Bathrooms

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Toilet and and Urinal. Install New Urinal and Toilet with Stall Same as other Bathroom
Reglaze Counter with Marble Epoxy and Install
2 MIRRORS

Total $ 3800.00

* Labor Only
* Flooring Installed By Bruce that Included in this Bid

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE C4-97

Final Invoice for Clubhouse

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. | DATE 7-31-23
BID NO. | ARCHITECT
PHONE #'S
TO Californian Mobile Estates
ADDRESS | DATE OF PLANS
WORK TO BE PERFORMED AT: Clubhouse

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

Line #1, 3 = Paint all Interior walls $1800.00
4 - Paint all Kitchen Cabinets $1200.00
5 - Install Kitchen Sink $550.00
8 - Paint Ceiling In Clubhouse $800.00

Added work:
Move 2 plugs from top of Counter to face of cabinet $150.00
Rework Cabinets for Counter Top Installed
Cut Sink Side Cab to make straight cover $150.00
Hole in cab on Right Side
Cover Cabinet Hole for Stereo System Remove all $200.00
Electronics $200.00
Install 4 mini Blinds (2" wood Faux)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

Total $5050.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE 8/1/23
VH1094
SIGNATURE DATE

000317

C4-98

Gmail

Laura Ballantyne <jmar7investments@gmail.com>

Pay John

1 message

Laura Ballantyne <jmar7investments@gmail.com>
To: JMar7Investments@gmail.com

Thu, Apr 6, 2023 at 4:08 PM

I just talked to Trish about moving over to a number 51. And holding off on the clubhouse. Sounds like a great idea. So the amount due on the office is 1600 plus 350 + 300. Total $2250 Sent from my iPhone

pd. $2250
4/7/23
V#1034

C4-99

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO.

DATE 2-6-23

BID NO.

ARCHITECT

TO Californian Mobil Estates

PHONE #'S

ADDRESS

DATE OF PLANS

WORK TO BE PERFORMED AT: Clubhouse

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

1- NEW office - Build wall with 36" door for Entry to office add Security Screen door Build wall on other opening with Small Pass thru window Install 2 Ceiling Fans $1600.00

2- Replace 21 Fluorecent Lights with LED Fixtures $1500.00

3- Paint all Interior Walls in Clubhouse Main area, office, and Kitchen (Not In Storage Areas) Paint Fireplace $1800.00

4- Paint all Kitchen Cabinets Inside and Outside Remove doors and hinges Clean & Replace hinges & Pulls $1200.00

5- Install NEW Kitchen Sink & Drain with NEW faucet $550.00

6- Install NEW Led lighting In Kitchen Light well with NEW Grides / Light diffusers $350.00

* Labor Bid Only *

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of $6950

_____ Dollars ($ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

$1500/Paid Item #4 & #6-6/26/2

SIGNATURE _____ DATE _____ V#1077

SIGNATURE _____ DATE _____

C4-100

PROPOSAL

Rymer Construction
Tel: 909-266-6415
Lic. 746380

PROPOSAL NO. 2 of 2
DATE
BID NO.
ARCHITECT
PHONE #'S
DATE OF PLANS

TO Californian Mobil Estates
ADDRESS

WORK TO BE PERFORMED AT: Club house

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Area below for additional description and/or drawings.

1- Paint Office Ceiling Panels and Replace 11 damaged Panels and Zinnia Ceiling Fans $ 350.00

8- Paint Ceiling Panels In main Clubhouse area mast all Lighting $ 800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars ($) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE DATE

SIGNATURE DATE

C4-101

Bruce Bray
182 DeAnza
San Jacinto, Ca.
92583

951-282-4338

INVOICE NO. 964523

CH-102

invoice

SOLD TO	SHIPPED TO	VIA
Californian Mobile Home Park		
ADDRESS 950 California (clubhouse baths)	ADDRESS	
CITY, STATE, ZIP Calimesa Ca.	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				3-18-23

180 sqft		Install new flooring in two bath rooms of clubhouse with floorprep				5400
		—Labor only—				
		Thank You.				

p.o. v# 1023
3/20/23

000321

adams · D8740

01-11

9-30-22

Bid - Estimate

California Mobil Home Park (Clubhouse)
950 California, Calimesa, Ca.

3,000 sq ft	Install vinyl plank floor with molding and transitions in clubhouse.	$ 7,500
200 sq ft	Remove existing carpet, haulaway and floor prep in clubhouse.	$ 1,200
	— labor only —	
	Total	$ 8,700.—

Allow (7) seven workdays to complete.

approved 10/5/22
paid #1481
11/21/22

Bruce Bray
182 DeAnza
San Jacinto, Ca.
92583
951-282-4338

C4-103

Attachment D – 1 Resident Survey Records

Complaint Form

Complainant Name: Elizabeth Bishop
Telephone: 318.655.4379 Space: # 72
Email (if any) belovedb10664@gmail.com
Date Of Incident: March 5,2021 - PRESENT

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Dear Mr. Wang:
Please find below, my response to the MRL 798.32
Loss of Benefits which are clearly stated in the lease agreement:

1)	No use of the Rec/Shuffleboard Room	2%
2)	No use of the pool in 84-degree weather as it sometimes is in October/December	2%
3)	Poor to No street lighting leading to poor visibility at night for senior citizens.	2%
4)	In the jacuzzi there is so much dirty scum on the surface it, and the water is not heated properly.	2%
5)	There is a cruddy substance on the shower doors, and there hasn't been hot water.	2%
Total:		10

10 x 27.00/month x 35 months = $9,450.00 is the refund. For the monies that have been charged me each month for amenities which I did not receive.

Mr. Wang for the first five months of my residency in the Californian Mobile Home Estates, Calimesa LP, I was unable to use one third of my lots space due to a 50-foot x 4-foot trench that was dug through my back yard for the purpose of an electrical repair. I paid one half of the cost of the repair for the electrical lines. No one including park owner and/or electric company had knowledge of the whereabouts of aforenoted lines. Each episode where the owner used my electricity for the repairs, I was not reimbursed. August 1, 2021, the work was completed by park maintenance. A refund of $167.00 x 4 = $668.00

Signature [signature] Date 1/19/24

D1-1

Complaint Form

Complainant Name: Kezzie Fender
Telephone: 909.253.8232 **Space: #** 104
Email (if any) cacuna91809@yahoo.com
Date Of Incident: 2014 - Present

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Dr Mr. Wang,

I, Kezzie Fender, have contacted management many times over the course of my residency here in the Californian MHE Calimesa, LP regarding the loss of the amenities in our "Lease/Agreement." When I tried to use the jacuzzi, I broke out with a rash. The lighting is so poor that my older guests cannot see well enough to get to their vehicles. According to MRLS law, the rent should be lowered per every amenity for which I am being charged. Please see the amenities which I have been charged foe and not had the benefit of. Please consider how much money I have lost.

1) Lack of use of the pool and pool area. 2%
2) No use of the Rec room/Shuffleboard room. 2%
3) Safety issue with poor to no lighting on street . 2%
4) I cannot use the jacuzzi because it is filthy. 2%
5) Rodent infestation which I paid $65.00/month for the last year. Because management asked we residents to keep our food items in our mobiles and throw it in the small green bins. I have seen mice there also. 2%
6) Management caused me to cancel a weekly event for the purpose of socializing with others. Elderly individuals who came to my home to socialize and play games where asked to stop parking in front of my mobile. <u>These elderly ladies cannot walk in the dark</u> and cannot walk very far. The result of management's lack of fair treatment, was the end of the game night. I have no social life compared to what I had. 2%

Mr. Wang, I estimate my monetary loss to be as follows: 10 x $27.00 x 120 months = $32,400 + $780.00 for rodent control which management caused, bringing the total to = <u>*$33,180.00*</u>

Signed Kezzie N. Fender Date 1-24-2024

D1-2

FROM THE DESK OF DONNA JOHNSON

Tuesday December 19, 2023

TO:
Mr. Peter Wang
425 North Whisman road
Unit 600
Mountain View, CA 94043

From:
MS Donna Johnson
950 California Street
Space 94
Calimesa, CA 92320

Dear Mr. Wang:
Please find below, my response to the MRL 798.32
Loss of Benefits which are clearly stated in the lease agreement:

1) No use of the "Earthquake Room."	2%
2) No use of the Rec/Shuffleboard Room	2%
3) No use of pool in 84° weather as is sometimes the case even in December	2%
4) Poor to No street lighting leading to poor visibility at night for senior citizens	2%
5) In the jacuzzi area, there is no hot water with which to clean of the chlorine such as in the showers nor the bathroom sinks.	1%
6) There is mold in the shower rooms.	2%
The carpet leading to the bathrooms in that area has a rip and hole that could lead to trip/fall	2%
Total:	11%

11 x 27.00/month x 60months (5years) = $17,820.00
This is the dollar amount that I have been charged for the above benefits which I have not received.

Respectfully,

Donna Johnson – Resident of five + years

D1-3

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY — GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
MOBILEHOME RESIDENCY LAW PROTECTION PROGRAM
9342 Tech Center Drive, Suite 500, Sacramento, CA 95826
P.O. Box 278690, Sacramento, CA 95827-8690
(800) 952-8356 / TTY (800) 735-2929 / FAX (916) 263-3363
HCD Website: www.hcd.ca.gov

December 21, 2023

CALIFORNIAN MOBILE HOME ESTATES CALIMESA LP (Operator of CALIFORNIAN MOBILE HOME ESTATES CALIMESA LP 950 S CALIFORNIA, CALIMESA, CA 92320)

Complaint Number: RL-C 23-03457

Complainant
DONNA JOHNSON
950 S. CALIFORNIA, SPACE # 94
CALIMESA, CA 92320

Respondent
CALIFORNIAN MOBILE HOME ESTATES CALIMESA LP
425 N WISEMAN RD, # 600
MOUNTAIN VIEW, CA 94043

Dear DONNA JOHNSON and CALIFORNIAN MOBILE HOME ESTATES CALIMESA LP

Due to a MRLPP complaint being filed with the Department of Housing and Community Development, both parties, the Complainant and Respondent are required to communicate with each other and are obligated to negotiate in good faith to resolve the following alleged violation(s) associated with the complaint number referenced above:

- 798.32 Fees Charged for Unlisted Services Without Notice

Both parties must make good faith efforts to attempt to resolve the alleged violation(s) and may use any of the following methods to communicate with the other party:

- In person
- Telephone
- Electronic mail
- Standard U.S. mail

The obligation to negotiate in good faith shall be made by both the Complainant or their designee and the Respondent (i.e., park management) and must be concluded within twenty-five (25) calendar days of the postmark or electronic transmission date of this department communication.

At the end of the twenty-five (25) calendar day period, the MRLPP staff will provide a written inquiry and Complaint Resolution form to both parties. This Complaint Resolution form must be filled out and returned to the Department within ten (10) business days from

D1-4

To: Donna Johnson

From: Peter Wang, Managing Partner of Californian Mobile Home Estates

Re: Fees charged for unlisted Service Without Notice

Date: 12/14/2023

Please respond to my letter in writing for the issues regarding: Fees charged for unlisted Services without notice. I would like to know the specific services that you are referring to and specific actions that you would like to see if it is accomplished.

I guess that if it is having to do with the opening of the second unused clubhouse then I need to know what functions that you would like to see to be restored. A letter was sent two weeks ago regarding this opening of the clubhouse will cost every resident minimum of over $12 per month for the next 15 years. Since the votes that asked for the remodeling of the first clubhouse were unsuccessful, I think it will be redundant to ask this similar pass-through proposal.

However, I will be happy to send out ballots to every resident in the park again to seek for approval by another round of voting. As an alternative that will be saving everyone lots of money, we can build a new shuffle board court in the outdoor lawn area that will likely costs around $2.00 per month per space. The final number will be dependent on the cost of construction and maintenance expenses that associated with a new court.

I can not see any other services that was taken away from the residents. To the contrary, recent upgrade of utilities services and clubhouse has increased the services that were provided to all people who live in the park. Please communicate back to me by dropping off your written response to the office of the park. Thank you.

D1-5

Complaint Form

Complainant Name: Luis Abrego
Telephone: 909.380.6702 Space: # 73
Email (if any) Pops.Abrego@gmail.com
Date Of Incident: 2008 - Present

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Dear Mr. Wang:
Please find below, my response to the MRL 798.32
Loss of Benefits which ae clearly stated in the lease agreement:

1) There is very poor lighting on my street
2) The jacuzzi is filthy, not properly maintained, and not hot.
3) Laundry Room does not have handicap access. Two dryers do not reach the appropriate temperature. The Laundry Room has a door into the Rec Room and the Rest Rooms but it is locked.
4) No access to the Rec Room/Shuffleboard Room.
5) The pool area is closed and locked.
6) RV storage has many concerns; lack of proper lighting, rear parameter fence is not in good repair to protect vehicles, etc.
7) No proper signage within the park. The main street north side of clubhouse, stop sign is not visible. In the parking area on the south side of the park, no handicap parking signage.
8) People do have a reasonable expectation of privacy in being shielded from view by the privacy partitions in a public restroom, which the Californian MHE Calimesa, LP do not have in their public restroom.

Continued on page 2

D1-6

Complaint Form

Complainant Name: Luis Abrego
Telephone: 909.380.6702 Space: # 73
Email (if any) Pops.Abrego@gmail.com
Date Of Incident: 2008 - Present

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Continued from page 1

Mr. Wang, the following percentages have been assigned to the complaints on page number 1:

1) 2%
2) 2%
3) 2%
4) 2%
5) 2%
6) 2%
7) 2%
8) 2%

Total 16%

The total charges for amenities which I have been deprived for 192 months at the rate of $27.00 per amenity is as follows: $27.00 x 8 x 192 = $41,472.00 which is due to me as a refund for amenities charged for, but not available.

Signed _____ Dated 01-20-2024

D1-7

Complaint Form

Complainant Name: Heather Carruthers
Telephone: 870.741.5935 Space: # 48
Email (if any) heathercarrthers@gmail.com
Date Of Incident: 1/21/22 -Present

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Dear Mr. Wang,
I have lived in this park for two years. I have been charged for the following amenities, which I have not had access to or been denied upon request:

1) Jacuzzi is not usable due to how filthy it is. There are no hour's listed.
2) The showers in this area had mold which management caulked over.
3) There has not been hot water in the shower, nor in the restrooms.
4) The pool has been locked, and no posted hours.
5) The park lighting is poor to nonexistent in the residential area.
6) The handicapped parking spaces have been discontinued due to installation of trash bins.
7) For two years I have been charged for the use of a rec room/Shuffleboard room which I have not had access to.
8) The laundry room is inadequate and accessible to handicapped persons. Number 1 and 3 dryers do not heat sufficiently.
9) The RV storage area has a fence that is in complete disrepair and offers little to no protection.
10) There was no notice given to we residents regarding the video surveillance in and around the club house and trash bins, and no signage posted.

Mr. Wang, I estimate my financial loss to be as follows: The numbers 1 – 10 are estimated at 2% each.
20 x $27.00 x 24 months = $12,960.00

Signed _____ Date 1/23/24

D1-8

Attachment D-2 Enforcement Activity/Complaints

STATE OF CALIFORNIA – BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

ACTIVITY REPORT

HCD CS 61 (Rev. 02/23)

Date: February 22, 2024 Report by: Jaime Garcia Telephone: 805-891-9811

Applicant:

Address:

Activity Site: (if other than above) Californian MHE 950 S. California St. Calimesa, Ca 92320

(through out park) Telephone: 870-741-5935

Owner: (if other than above) n/a

Address: Same

AREA OFFICES:

☐ Northern Area
9342 Tech Center Drive
Suite 550
Sacramento, CA 95826
(800) 952-8356

☒ Southern Area
3737 Main Street
Suite 400
Riverside, CA 92501
(800) 952-8356

Department Use Only

FILE IDENTIFICATION:
CPT Assignment #: MP-C-24-00362
FAC. ID #: 33-0381-MP

LABOR DATA:
DR ID: 229 Date: February 22, 2024
RCA/ACT CODE: MP-CPT AREA: SAO
CO: 33 TRAVEL MILES: 36
INSP. TIME: 1 hr min TRAVEL TIME: 1 hr min

INSPECTION DATA:
☐ Time Report Only ☐ Progress Inspection
☒ Initial Inspection ☐ Reinspection

HOME/UNIT: ____ # FLOORS: ____

VIOLATION DATA:
Total: 1
S: ___ F: ___ E: ___ M: ___ P: ___ G/O: ___ NP: ___

MH ALTERATION TYPE:
☐ AC ☐ ACC ☐ ROOF ☐ FP ☐ O

THIRD-PARTY MONITORING:
QAA @ ☐ HQ ☐ IP ☐ DL ☐ IS
DAA # PLANS #COMPLY

MP INSPECTION DATA:
BLG/FIX: MH Lot: RV Lot: AS:

EH INSPECTION DATA:
☐ Active ☐ Inactive
MAX CAP: ____ P CAP: ____ OCC: ____
SFD: DORM: MH/RV: O:

FEE ACCOUNTING:
DTN#:

	USED	DUE	ATTACHED
INSPECTION			
INSIGNIA			
OTHER			

Attached Fee I.D.

PURPOSE OF REPORT: (Checked ☒ as appropriate)

☐ INSPECTION RECORD ONLY
☐ INFORMATION ONLY
☒ NOTICE OF VIOLATION AND RELATED INFORMATION:

This report provides notice of violations of the California Health and Safety Code, division 13 or the California Code of Regulations, title 25, division 1, chapter 2, sections indicated. For more information about the California Code of Regulations, please visit www.hcd.ca.gov.

Violations listed below need to be corrected and another inspection needs to be requested from the Department within 60 days. A fee of $196.00 shall be paid to the Department prior to the next inspection.

A permit can be obtained from the area office listed above for work to correct items(s) #

If you believe this report has been issued in error or is incorrect, please contact the Area Office listed above. For information on an informal conference, see California Code of Regulations, title 25, chapter 2, article 11 or chapter 2.2, article 11.1.

INSPECTION UNIT INDENTIFICATION:

Type of Unit: Box Size: Overall Size: RT Decal:

Manufacturer: Year: Model:

HUD Label or HCD Insignia No.

Serial No. or V.I.N.:

INSPECTION RESULTS OR INFORMATION:

This report documents the investigation of the Request for Assistance, Mobilehome Park Complaint # MP-C-24-00362. This inspection is being conducted under the authority of Health and Safety Code, section 18400 and Title 25, California Code of Regulations, section 1004.5. The investigation was conducted with Jaime Garcia (District Representative 1) present. Re-inspection fees of a minimum $196.00 will be required for any inspections subsequent to the first re-inspection.

The result of this investigation is as follows:

Allegation: 1) Jacuzzi is not usable due to how filthy it is. There are no hour's listed.
2) The showers in this area had mold which management caulked over.
3) There has not been hot water in the shower, nor in the restrooms.
4) The pool has been locked, and no posted hours.
5) The park lighting is poor to nonexistent in the residential area.
6) The handicapped parking spaces have been discontinued due to installation of trash bins.
7) The laundry room is inadequate and accessible to handicapped persons. Number 1 and 3 dryers do not heat sufficiently.

D2-1

8) The RV storage area has a fence that is in complete disrepair and offers little to no protection.

Findings: 1. At the time of this investigation a dirty jacuzzi was observed. Violation (T25CCR) section 1102(a)
2. Park showers & restrooms – no moldy substance was observed. Hot water was working properly.
3. Park pool was locked. No violation found.
4. Park lighting – new street lights were observed throughout mobile home park. No violation found.
5. Handicap parking was observed by club house. No violation found.
6. Laundry room entry had a 36" door. No access to laundry room. It was locked. Residents have their own key. No violation found.
7. RV storage area fence was in fair condition. No Violation found.
8. No park manager was on site to discuss violation.
9. Send NOV.

The above noted violations require correction within 60 days at which time the first re-inspection will be conducted.

Pursuant to Health and Safety Code, section 18401, any willful violation of this part, or any rule or regulation adopted pursuant thereto, is a misdemeanor under Section 18700.

(Spanish)Servicios bilingües están disponible. Para hablar con un representante en español, por favor llame al número 800-952-8356 y pregunte por un intérprete.

(Vietnamese) Dịch vụ song ngữ cũng có sẵn. Để nói chuyện với một đại diện bằng tiếng Tây Ban Nha, hãy gọi 800-952-8356 và yêu cầu một thông dịch viên.

Received By: _____ Title: _____

DEPARTMENT USE ONLY: ☐ Close File ☒ Reinspection Required ☐ Progress Inspection Required
Enforcement Action Needed: ☐ FNOV ☐ NOI ☐ Suspension of PTO ☐ Notice to Abate ☐ Revocation of PTO
COPIES SENT TO: ☐ Applicant ☐ MH/RV Owner ☐ Park Operator/Owner ☐ SAA ☐ HQ ☐ Other:

REVIEWED BY: _____ DATE: February 22, 2024 COPIES SENT BY: _____ DATE: February 22, 2024

D2-2

000334

8) The RV storage area has a fence that is in complete disrepair and offers little to no protection.

Findings: 1. At the time of this investigation a dirty jacuzzi was observed. Violation (T25CCR) section 1102(a)
2. Park showers & restrooms – no moldy substance was observed. Hot water was working properly.
3. Park pool was locked. No violation found.
4. Park lighting – new street lights were observed throughout mobile home park. No violation found.
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The above noted violations require correction within 60 days at which time the first re-inspection will be conducted.

Pursuant to Health and Safety Code, section 18401, any willful violation of this part, or any rule or regulation adopted pursuant thereto, is a misdemeanor under Section 18700.

(Spanish)Servicios bilingues estan disponible. Para hablar con un representante en español, por favor llame al número 800-952-8356 y pregunte por un interprete.

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Received By: _____ Title: _____

DEPARTMENT USE ONLY: ☐ Close File ☒ Reinspection Required ☐ Progress Inspection Required
Enforcement Action Needed: ☐ FNOV ☐ NOI ☐ Suspension of PTO ☐ Notice to Abate ☐ Revocation of PTO
COPIES SENT TO: ☐ Applicant ☐ MH/RV Owner ☐ Park Operator/Owner ☐ SAA ☐ HQ ☐ Other:

REVIEWED BY: _____ DATE: February 22, 2024 COPIES SENT BY: _____ DATE: February 22, 2024

D2-3

Rcv'd Sept. 4, 24 (RD)

Gmail

Californian MHE <californianmhecalimesa@gmail.com>

Californian Mobile Estates Pool

1 message

Gonzalez, Octavio <OGonzale@rivco.org> Wed, Sep 4, 2024 at 10:50 AM
To: "californianmhecalimesa@gmail.com" <californianmhecalimesa@gmail.com>

Hello,

This is in regards to the inspection of the pool that was recently conducted on 8/30/24. During the inspection it was observed that the pool had been replaster without approval from our department and missing required tile work. **Ensure the following items are corrected within 90 days by 12/04/24.** Failure to comply will result in further legal action.

1. Install trim tile at edge of entry steps for pool. Tile must be slip-resistant and contrasting color minimum 1" wide but not more than 2".
2. Install breakline tile at the 4 ½ FT depth. Tile must be slip-resistant and contrasting color minimum 4" wide but not more than 6".

Any questions feel free to call or email me. Ensure in the future to contact our department prior to making any changes to your pool and spa facilities.

Best Regards,

Octavio Gonzalez

Environmental Health Specialist III

Riverside County Dept. of Environmental Health

Food and Pool Construction Program

800 S Sanderson Ave; Hemet, CA 92545

Phone #: 951-766-2824

www.rivcoeh.org

E-mail: OGonzale@rivco.org

YouTube

Confidentiality Disclaimer

DEPARTMENT OF ENVIRONMENTAL HEAI
COUNTY OF RIVERS

OCTAVIO GONZALEZ, REHS
Environmental Health Specialist

Phone: (951) 766-2824
Fax: (951) 766-7874
TDD: (951) 358-5396

800 S. Sanderson Ave., Ste. 2
Hemet, CA 925
OGonzale@rivco.
www.rivcoeh.

emailed to Craig @ arrowhead Pools on 9/4/24 KS

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SWIMMING POOL / SPA INSPECTION REPORT

Protecting People and the Environment

FACILITY NAME: California Mobile Estates Pool		DATE: 8/30/24	TIME IN: 9:30	TIME OUT:
FACILITY ADDRESS: 950 California St Calimesa	FACILITY DESCRIPTION: ☑Pool ☐Spa ☐Other:			
BILLING ADDRESS:	PERMIT HOLDER:	EMAIL:	REINSPECTION DATE: 10/4	
PERMIT #: 141187	EXPIRATION DATE:	PROPERTY MANAGEMENT:	SERVICE: 02	FACILITY PHONE #:
PE: 1911	DISTRICT: 15	INSPECTOR NAME: C. Gonzalez		
PH: 7.5 ☐Low ☐High	FREE DISINFECTANT(PPM): 2.59 ☐High ☑Chlorine ☐Bromine ☐Other	CYANURIC ACID(PPM): ☐High	FLOWRATE(GPM): ☐Missing ☐Damaged ☑Stuck	

THE MARKED ITEMS REPRESENT CA HEALTH & SAFETY CODE, CA CODE OF REGULATIONS AND CA BUILIDING CODE VIOLATIONS MUST BE CORRECTED AS INDICATED.

☑OPEN ☐CLOSED

COS = Corrected on-site
OUT = Out of compliance

COMPLETE INSPECTION	COS	OUT
1. At this time a complete inspection could not be conducted due to:		
a) Skimmer lid stuck		
b) Entrance to pool site enclosure locked		
c) Equipment room/area locked		
2. Provide keys to enclosure or equipment room to this department		
a) Provide keys by		
WATER QUALITY		
3. Maintain pH 7.2 - 7.8		
4. Maintain free disinfectant residual at all times:		
a) Pools - Maintain free chlorine residual at a min. of 1.0 ppm/2.0 ppm with stabilizer; max. 10 ppm		
b) Spas/Spray Grounds/Other Pools - Maintain free chlorine residual at a min. of 3.0 ppm; max. 10 ppm		
c) Spray Grounds - Provide UV disinfection at 40mJ/cm^2		
5. Maintain cyanuric acid concentration at or below 100 ppm		
6. Maintain water clarity; pool/spa bottom to be clearly visible from deck		
7. Provide approved water test kit on premises		
8. Maintain a daily record of operational information and corrective actions for min. 2 years		
9. Spa water temperature not to exceed 104°F		
a) Observed at _____ °F		
10. Provide approved backwash with legal min 1in. air gap		
ENCLOSE GATES AND FENCING		
11. Maintain gates and doors to be self-closing and self-latching		
12. Completely enclosed with approved 5 ft. fencing (max. opening 4 in.)		
13. Maintain pool site enclosure in good repair		
14. Exclude animals from the pool site enclosure		
SHELL AND RELATED FACILITIES		
15. Maintain the following in clean condition and good repair:		
a) Shell		✓
b) Decking and coping		
c) Tiles (bottom/waterline)		
d) Depth markers adjacent to deck depth marker and universal no diving marker		
e) Ladders, handrails, and steps		✓
16. Maintain deck and underwater light fixtures securely attached and functional		
a) GFCI installed/properly functioning		
17. Provide 4 ft. of unobstructed deck clearance with no deck coverings		
18. Provide hose bib(s) with proper backflow protection		
RESTROOMS/ SHOWERS/ DRESSING ROOMS		
19. Maintain the following in clean condition and good repair:		
a) Showers and dressing areas		
b) Toilets and sinks		
c) Soap and paper towels in dispensers		
d) Drinking fountains		

RECIRCULATION EQUIPMENT	COS	OUT
20. Maintain all components of the recirculation system clean and in good working order:		
a) Pump(s)		
b) Gauge(s) and flowmeter(s)		✓
c) Filter(s)		
d) Chlorinator(s)		
e) Skimmer(s)		✓
f) Main drain(s) cover(s)/suction outlet cover(s) or fitting(s)		
g) Equipment marked and piping labeled as to direction of flow		
21. Maintain water level at the midpoint of skimmer opening to ensure proper circulation		
22. Equipment area is clean, maintained, and has limited access to authorized persons		
SAFETY EQUIPMENT		
23. Post the following safety signs in clear view of the water:		
a) "NO LIFEGUARD ON DUTY"		
b) "NO DIVING" - for pools 6ft. deep or less		
c) Illustrated diagram of artificial respiration and CPR procedures with min.1/4 in. text		
d) Emergency phone number (911)		
1) Number of the nearest emergency services		✓
2) Name and street address of the pool facility		✓
e) Maximum pool/spa capacity		
f) Spa caution rules		
g) "Keep Closed" sign on the exterior side of gates and doors of enclosure		
h) Persons with diarrhea or diarrhea within the last 14 days shall not enter water		
24. Provide life ring with attached rope long enough to span the maximum width of pool		
25. Provide 12 ft. fixed length rescue pole with permanently attached body hook		
26. Emergency shut-off switch adjacent to the spa		
a) Emergency switch is installed/functional - shuts off both recirculation and water jet		
b) Post a sign with min. 1 in. letters clearly labeling the emergency shut-off switch		
27. Secondary anti-entrapment device installed on pools without split suction		
EMPLOYEES		
28. Ensure employees are free from infectious communicable disease		
29. Two or more diarrhea incidents reported to this department		
30. Contamination or near-drowning response documented and records maintained		
31. Lifeguards: credentials verified; clearly identified; continuous surveillance		
32. Lifeguard safety equip: first aid kit; phone; backboard and head immobilizer; AED		
CLOSURE		
33. At this time this pool site or body of water is closed due to the following conditions:		
a) No free disinfectant residual available		
b) Heavy algae growth		
c) Pool/Spa bottom cannot be seen due to poor water clarity		
d) Main drain cover(s) damaged, missing, or loose		
e) Loose, missing, or damaged underwater light		
f) Any condition which could actually or potentially threaten the public health, welfare or safety		
g) Closed sign(s) posted and must remain posted until removed by this department		

000337

D2-5

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SWIMMING POOL / SPA INSPECTION REPORT

FACILITY NAME	DATE	PERMIT #
Californian Mobile Estates Pool	8/30/24	1/1487

15) • Pool missing trim tile at steps and breakline tile at 4½ depth. Approved contrasting tile must be installed at these areas.
• Hand rail at pool steps does not have proper 3" clearance from riser.
• Bottom of underwater ladder is not secured to pool shell
20) • Repair non functioning flowmeter for return line to pool.
• Discontinue placing bricks in skimmer basket
23) • Provide phone number for nearest emergency services in addition to 911 on sign.
• Provide name and address of facility on sign.
Items 20 and 23 must be corrected in timely manner. Inspector will research and advise on items for 15 to provide correction date as it will require plan check approval. Also observed solar system will be reserved

IMPORTANT:

Replacement of Suction Outlet Covers

- Suction outlet covers (covers over main drain, skimmer equalizer line, and/or jet system suction) must be replaced when in disrepair and/or upon expiration. Refer to the manufacturer for expiration dates as they differ.
- If the same make/model is used as a replacement, retain records of the make/model and date of installation. Records shall be made available to your Environmental Health Specialist upon request.
- If a different suction outlet cover is going to be used, contact your Environmental Health Specialist for instructions.
- Each replacement cover shall:
  - Meet the latest ANSI/APSP-16 performance standard.
  - Be rated for the maximum designed flowrate of the pump.

SVRS - Any SVRS system installed must be maintained to function according to the manufacturer guidelines. This shall be the responsibility of the owner/operator.

Signature

Katherine Dittes

Person In Charge: Katherine Dittes (Print)

Inspector: O. Gonzalez (Print)

000338

D2-6

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure.
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County of Riverside California

D2-7

Rcvd 12/4/23 TD

Complaint Form

Complainant Name: Mauricio Chavarria
Telephone: 323-440-2933 / 323-446-7516 Space # 22
Email (if any) cTam1@yahoo.com
Date of incident: July 20th to current

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

On my Street we have no Light's what's so ever, and there has been a couple of time's where I've almost tripped because of the uneven Street, not without any Lights from my neighbors it would be complty Dark!!!

Also The Laundry Room, The first washer Does not work properly it's off balanced no matter the amount of clothes.
And the last Dryer to the left Doesn't work right, it takes $2 Sometimes $3 to get my Clothes complty Dry, No Hot water to wash my whites

Signature: _____ Date: 12-1-2023

Wash called in 12/5/23

D2-8

Rcvd 12/5/23

Complaint Form

#18

Complainant Name: Opal Brown
Telephone: 909-222-8032 Space # 18
Email (if any) _____
Date of incident: _____

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

this is a life Safety the Street lights Need to be ON it's not Safe it's Dark and the Streets are all messed up Cause of the work done getting the Gass and Eletic for the Meters they are not Safe very easy to trip and Fall.

Signature: Opal Brown Date: 12-1-23

D2-9

City of Calimesa

Park Owner Petition for Temporary Rent Increase Based on Special Rent Increase Petition and Hearing Costs

RECEIVED
CITY OF CALIMESA
HUMAN RESOURCES

GENERAL INSTRUCTIONS

Pursuant to CMC Section 9.05.140 and Chapter 11 of the Administrative Rules, a park owner who successfully obtains approval of a Special Rent Increase may also apply to the Board for approval of a temporary rent increase to reimburse the applicant for the reasonable costs for professional services actually incurred by the applicant in preparing and presenting the Special Rent Increase petition to the Board (and/or City Council on any appeal). The Petition for a Temporary Rent Increase must be submitted concurrently with the Petition for a Special Rent Increase.

PLEASE NOTE: YOUR FAILURE TO FILE A TEMPORARY RENT INCREASE PETITION CONCURRENTLY WITH YOUR PETITION FOR A SPECIAL RENT INCREASE SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO SEEK RECOVERY OF PETITION AND HEARING COSTS UNDER CMC CHAPTER 9.05.140 AND CHAPTER 11 OF THE ADMINISTRATIVE RULES.

Eligibility Requirements:

You may be granted a Temporary Rent Increase only if:

(1) The Board (or City Council on appeal) approves your Petition for Special Rent Increase for your park, and issues a final decision; and

(2) You meet your burden of proof, based on substantial evidence, to demonstrate that you incurred eligible fees, costs or other expenses for eligible professional services and that you established all other factors set forth in CMC Section 9.05.140 and Administrative Rules, Chapter 11.

"Eligible professional services" means legal, accounting, appraisal, bookkeeping, consulting, property management, and/or engineering services, used in preparing and submitting an application or appeal, and in appearing before the Board and/or City Council, and further subject to all licensing, certificate and other requirements as set forth in CMC Section 9.05.140 and Chapter 11 of the Administrative Rules.

"Eligible fees, costs and other expenses" means costs charged by the hour, by lump sum charges based on specific tasks or projects, and duplication costs.

EXCLUDED COSTS: The following fees, costs and other expenses are not eligible for a Temporary Rent Increase and must be excluded from your petition: costs to recover documents from storage, costs to compile documents from computer records or other electronic records, costs for development, operation and/or maintenance of software programs, costs to print documents from a computer or other electronic system, facsimile charges, delivery or messenger charges; costs incurred in seeking or appearing at a completeness hearing under Chapter 4 of the Administrative Rules; and costs for professional expenses incurred in preparing Part VI of this application or in seeking this temporary rent increase pursuant to Chapter 11 of the Administrative Rules.

GENERAL INSTRUCTIONS (Continued)

Procedural Requirements: If you seek recovery of your costs incurred in preparing and presenting your Special Rent Increase Petition to the City, you must complete this petition form and submit it concurrently with your petition for a Special Rent Increase under CMC 9.05.140.

Please answer all of the questions completely, and provide all supporting documentation. Your failure to file a complete Petition for a Temporary Rent Increase may result in your Petition being returned to you for further information, or your Petition may be denied due to your failure to meet your burden of proof.

IF YOU SEEK REIMBURSEMENT OF COSTS, FEES AND OTHER EXPENSES FOR PROFESSIONAL SERVICES PROVIDED BY ***MORE THAN ONE PROFESSIONAL***, YOU MUST COMPLETE AND SUBMIT ALL REQUIRED INFORMATION AND DOCUMENTATION ***FOR EACH PROFESSIONAL*** WHO PROVIDED THOSE SERVICES TO YOU IN CONNECTION WITH YOUR SPECIAL RENT INCREASE PETITION.

Required Documentation: Please submit complete documentation in support of your Temporary Rent Increase Petition. The documentation must contain sufficient detail for the Board to find that you met your burden of proof, based on substantial evidence, that you are entitled to a Temporary Rent Increase. Examples of required documentation include, but are not limited to, the following:

1. The agreement or contract with each professional whose professional services costs are included in this petition, including any documentation explaining the fees, costs or other expenses to be imposed, and the assigned tasks or services under the contract or agreement.
2. Documentation reflecting the dates of service, actual hours incurred, and specific tasks or services performed by each professional, the relevance of the tasks or services to the Temporary Rent Increase Petition, and the reasonableness of the fees, charges or other expenses.
3. A Declaration under Penalty of Perjury, signed by the Park Owner, certifying that he/she has paid, or is obligated to pay the fees, costs and other expenses included in this Petition.
4. A Declaration under Penalty of Perjury, signed by each professional, certifying that he/she provided the professional services for the Special Rent Increase Petition that forms the basis for this Temporary Rent Increase Petition.

If granted, a Temporary Rent Increase must be amortized over a five (5)-year period, and may include interest at the current prime rate plus 1% or (ii) the actual interest cost incurred by the park owner. Any increase granted shall remain in effect only for the amortization period, and must cease at the end of the amortization period. The Temporary Rent Increase may not be included in the park's space rent for purposes of future rent increases, and must be separately listed on the resident's monthly rent invoice or statement.

City of Calimesa

Park Owner Petition for Temporary Rent Increase Based on Special Rent Increase Petition and Hearing Costs

PART A. CALCULATION OF TEMPORARY RENT INCREASE

Please provide complete answers to all of the following questions. Attach additional sheets as needed, and attach all supporting documentation. All attachments should be paginated and labeled to correspond to its relevant question.

1. Separately list all professional services that you used in preparing your Special Rent Increase Petition.

   a. Prepared Petition and supporting documents.

   b. Coordinated gathering of support documents.

   c. Communicated with City re: requirements.

   d. _____

2. Total Cost of all Professional Services incurred in preparing and presenting your Special Rent Increase Petition to the City: $14.991.00

3. Requested Temporary Rent Increase (per month per space): $2.37

4. Proposed 5-Year Amortization Period
   Start Date: 07/01/25 End Date: 06/30/30

5. Proposed interest rate: 8.5 %

   Explanation for proposed interest rate (include all supporting documentation):[1]
   Current prime rate plus 1% as specified in the instructions.

6. Please explain how you calculated the proposed Temporary Rent Increase: Be specific.
   I used an amortization calculator. The total legal fees and costs are $12,525.00.

   The City fees were $2,266.00. The total is $14,991.00 amortized over 5 years at 8.5% interest

   results in interest of $3,462.80.

Calculation of Temporary Rent Increase:

$18,453.80	÷	5	÷	12	÷	130	=	2.37
Total Fees		5-year Amortization period		12 months		total no. of Park spaces		Temporary Rent Increase

[1] The interest shall be calculated using simple interest only.

000344

City of Calimesa

Park Owner Petition for Temporary Rent Increase Based on Special Rent Increase Petition and Hearing Costs

PART B. COSTS INCURRED FOR PROFESSIONAL SERVICES

For ***each*** type of professional service used, please answer all of the following questions. Be specific. Attach additional sheets as needed, and attach all supporting documentation. NOTE: Please separately complete Part B for each person who provided professional services in connection with your Special Rent Increase Petition.

Type of Professional Service: Legal/Rent Control

1. Complete Name of Professional: Mark Alpert/Gregory Beam & Associates, Inc.
2. Business Address of Professional: 25201 Paseo De Alicia, Ste. 105, Laguna Hills, CA 92653
3. Mailing Address of Professional: 25201 Paseo De Alicia, Ste. 105, Laguna Hills, CA 92653
4. Telephone number of Professional: (714) 299-6081
5. Type and Date of License/License No. or Certificate/Certificate No. (attach copy of license and/or certificate): Licensed Attorney, California Bar No. 138152
6. Type of agreement (Check all that apply):

   ☑ Retainer Agreement ☐ Purchase Order

   ☐ Contract ☐ Other [Specify]

   Explanation: Client charged based on time at hourly agreed upon rates.
7. Rate Charged:

   ☑ Hourly rate (Specify hourly rate) $ 375.00

   ☐ Lump sum (Specify amount) $ _____

   ☐ Other (specify amount and explain: $ _____

   Explanation: See declaration of Mark Alpert submitted with this Petition.
8. Rate charged for that professional service in the Calimesa (San Bernardino/Riverside) geographical area. $ 425.00 and above

   Explanation:

   See Alpert declaration. This is a highly specialized legal representation that is not charged based on the location. My typical hourly rate for these services is $425.00.

000345

9. If you propose to use a different geographical area, you must include an explanation stating specific reasons why another geographical area is comparable to the Calimesa (San Bernardino/Riverside) area.

Explanation: Again, there are relatively few attorneys with this expertise and therefore my rates are the same regardless of the property location.

10. Describe each task or service performed in detail, and provide an itemized listing or explanation of all tasks and services performed by the professional, on a daily and hourly basis.

See attached billlings.

11. Explain all reason(s) for necessity of professional services and fees, costs and other expenses (e.g., the complexity of the matter):

This is a very specialized area of law and requires understanding of complex rent regulations and decisional law.

12. Have you paid all fees, costs and expenses claimed in this Petition?

☐ Yes ☑ No

If yes, attach copies of all invoices, cancelled checks and other documentation establishing payment.

13. If you have not yet paid all fees, costs and expenses, state when payment is due, and attach all supporting document: Various due dates based on monthly billings.

Payment due date: ____/____/____

14. State the amount of increase sought or the significance of the rights defended and the results obtained, and the relationship of the result obtained to the expenses, fees, and other costs incurred (that is, whether professional assistance was reasonably related to the result achieved):

The total rent increase sought is approximately $60.00 per space per month, most of which is to be paid for 15 or 20 years.

15. Provide any other information or explanation that you would like the Board (or City Council) to consider.

Because of my expertise, I am extremely cost effective. Rent control expert Ken Baar has cited my billilng as evidence of reasonable legal fees for rent increase applications.

City of Calimesa

Park Owner Petition for Temporary Rent Increase Based on Special Rent Increase Petition and Hearing Costs

PART C. DECLARATIONS UNDER PENALTY OF PERJURY

1. Park Owner's Declaration:

a. I retained the professional(s) who submitted reports and/or other documentation as part of my Petition for a Special Rent Increase.b. I am obligated to pay all fees, costs and other expenses provided in connection with my Petition for a Special Rent Increase.

c. I have paid all fees, costs and other expenses set forth in this Petition for a Temporary Rent Increase.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this Mountain View CA day of March 31st, 2025, at _____, California.

Signed: _____

Print Name: Peter Wang/Whisman Management LLC

Title/Capacity: Owner/Manager

Mailing Address: 425 N. Whisman Road, #600, Mountain View, CA 94043

Telephone: 650-969-4860

2. Professional's Declaration:

a. I am a (specify title/area of specialization):

Attorney specializing in rent control

b. I possess the following license/certificate to perform professional services:

c. Type of License/Certificate: California Law License

d. License/Certificate No.: 138152

PART C. DECLARATIONS UNDER PENALTY OF PERJURY (Continued)

e. License Effective Date: 12/88 Expiration Date: N/A

f. A copy of my resume or CV (check box) ☐is ☐is not attached.

g. Provide an explanation of your qualifications and experience in this area:

See Alpert declaration submitted with this Petition.

3. I performed the following professional services in support of the Park Owner's Petition for a Special Rent Increase:

See attached bills and Alpert declaration.

4. All tasks or services I performed are relevant to the Park Owner's Petition for a Special Rent Increase for the following reasons: Capital Improvement Petition

I was hired only to assist in submitting the Petition and all services are related to that.

5. All fees, costs and other expenses charged by me for my professional services are reasonable for the following reasons:

The legal fees are below those charged by professionals of comparable experience, including my own current rates. See Alpert declaration.

City of Calimesa

Park Owner Petition for Temporary Rent Increase Based on Special Rent Increase Petition and Hearing Costs

PART C. DECLARATIONS UNDER PENALTY OF PERJURY (Continued)

I, Mark Alpert declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 31 day of March, 2025,

at Prescott, Arizona under the laws of the State of, California.

Signed: _____

Print Name: Mark Alpert

Title/Capacity: Attorney for Petitioner

Mailing Address: 25201 Paseo De Alicia, Ste. 105, Laguna Hills, CA 92653

Telephone: (714) 299-6081

Declaration of Mark D. Alpert

I, Mark D. Alpert, declare,

1. I am an attorney licensed to practice law in California and the attorney primarily responsible for the representation of Whisman Management, LLC ("Owner"), the Owner of Californian Mobile Home Estates in Calimesa, California (the "Park"). I have personal knowledge of the facts set forth in my declaration and could and would testify to those facts if called upon at time of trial.

2. I have been a practicing attorney in California since late 1988. For the past 25 years, a majority of my practice has been in the area of mobile home rent control. I have substantial experience in administrative rent control hearings, having prepared or assisted in the preparation of dozens of rent increase petitions and have attended dozens of such hearings. I have previously been primary counsel for multiple rent increase applications, including special adjustments and capital improvement applications for parks located in Yucaipa, which has a very similar ordinance. I have previously represented a park owner in Calimesa in conjunction with a request for a special adjustment. In addition, I have substantial experience in all levels of litigation relating to mobile home rent control, including state and federal trial courts and state and federal appellate courts.

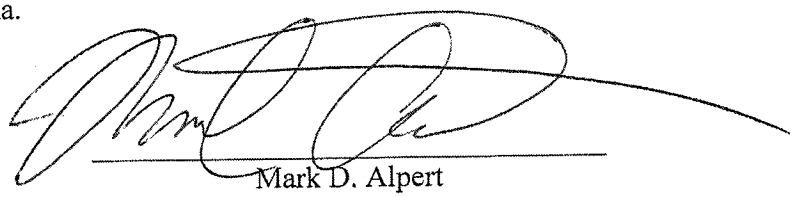
3. I have regularly recovered the legal fees and expert costs incurred by my client in administrative rent control matters. My hourly billing rate of $375.00 per hour is extremely low considering my specialized qualifications as expertise and the resulting efficiency of the application process for my clients. I am one of a relatively small number of attorneys who specialize in mobile home rent control and I understand my rates are consistent with or lower than similarly qualified attorneys. In fact, my current rate is typically $425.00 an hour for rent control matters, but it is lower in this case because Mr. Wang has been a client of mine for many years. I have charged the same rates for my work throughout California and I do not believe the rates for this work typically vary based on the location of the property, likely because this area of practice is very specialized.

4. As of March 18, 2024, the park owner has incurred $8775.00 in legal fees, including billed and unbilled fees. Attached Exhibit 1 is a true copy of the billing in this matter. This billing only includes up to and including January of 2025 and totals $5,175.00. The remaining cost is based on my time records for time not yet billed. In addition, the park owner has incurred unbilled legal fees of $3600 from February 1, 2025 to March 18, 2025, making the total legal fees incurred through that date $8775.00

5. In addition, I anticipate that I will incur roughly 10 more hours of time in conjunction with completing the application and preparing for and attending any necessary hearing. This additional cost would be $3,750.00. If no hearing is required, I estimate there will be 5 hours of time, with the additional cost on that basis being $1875.00. Thus, the total estimated legal fees are $12,525 assuming there is a hearing, or $10,650 if the rent increases are granted without a hearing.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed under the laws of the state of California this 18th day of March, 2025 at Prescott, Arizona.



Mark D. Alpert

Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, CA 92653
(949) 598-5800

Californian Mobile Home Estates (6021)
c/o Wang Discovery, LP
425 N. Whisman Rd., Suite 600
Mountain View, CA 94043

October 31, 2024

In Reference To: Californian Mobile Home Estates
950 California St.
Calimesa, CA 92320

Invoice # 70118

Professional Services

		Hrs/Rate	Amount
	Capital Improvement Rent Increase		
6/11/2024	Review ordinance re: capital improvement petition rules and review official form. Draft correspondence to client re: requirements.	0.50 375.00/hr	187.50
9/17/2024	Preparation of capital improvement petition. Draft correspondence to client re: same. Review ordinance and rules re: same. Draft follow up correspondence to client re: same. Draft correspondence to City re: records.	3.00 375.00/hr	1,125.00
10/23/2024	Review materials from client. Draft email to client re: information needed for petition.	1.10 375.00/hr	412.50
10/24/2024	Draft follow up correspondence to client re: petition.	0.20 375.00/hr	75.00
	SUBTOTAL:	[4.80	1,800.00]
	For professional services rendered	4.80	$1,800.00
	Balance due		$1,800.00

This invoice includes charges for fees and costs incurred through October 31, 2024.

****Please note our new mailing address above. Thank you.**

Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, CA 92653
(949) 598-5800

Californian Mobile Home Estates (6021)
c/o Wang Discovery, LP
425 N. Whisman Rd., Suite 600
Mountain View, CA 94043

December 31, 2024

In Reference To: Californian Mobile Home Estates
950 California St.
Calimesa, CA 92320

Invoice # 70381

Professional Services

		Hrs/Rate	Amount
	Capital Improvement Rent Increase		
11/4/2024	Review file re: information and documents needed. Draft correspondence to client re: same.	0.60 375.00/hr	225.00
11/11/2024	Correspondence and phone conference with client re: petition. Review file re: same.	0.50 375.00/hr	187.50
12/12/2024	Review ballot materials for capital improvement petition. Draft correspondence to client re: same.	0.30 375.00/hr	112.50
	SUBTOTAL:	[1.40	525.00]
	For professional services rendered	1.40	$525.00
	Previous balance		$1,800.00
	Balance due		$2,325.00

This invoice includes charges for fees and costs incurred through December 31, 2024.

****Please note our new mailing address above. Thank you.**

Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, CA 92653
(949) 598-5800

Californian Mobile Home Estates (6021)
c/o Wang Discovery, LP
425 N. Whisman Rd., Suite 600
Mountain View, CA 94043

January 31, 2025

In Reference To: Californian Mobile Home Estates
950 California St.
Calimesa, CA 92320

Invoice # 70382

Professional Services

		Hrs/Rate	Amount
	Capital Improvement Rent Increase		
1/15/2025	Review correspondence from client re: rent increase question. Review ordinance. Draft correspondence to client re: same.	0.30 375.00/hr	112.50
1/16/2025	Review ordinance re: client question on rent increase timing. Draft correspondence to City clerk seeking to confirm M. Alpert reading of Ordinance.	0.50 375.00/hr	187.50
1/21/2025	Review response letter from City clerk regarding questions on Ordinance. Forward to client with brief discussion of same. Draft follow up correspondence to client re: same.	0.20 375.00/hr	75.00
1/24/2025	Preparation of rent increase application. Review file re: additional information needed. Draft correspondence to client re: information needed.	1.50 375.00/hr	562.50
1/27/2025	Review materials from client for petition. Draft correspondence to client re: preparing petition.	0.30 375.00/hr	112.50
	SUBTOTAL:	[2.80	1,050.00]
	For professional services rendered	2.80	$1,050.00
	Previous balance		$2,325.00

	Amount
Balance due	$3,375.00

This invoice includes charges for fees and costs incurred through January 31, 2025.

****Please note our new mailing address above. Thank you.**

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

By Email and First-Class Mail

May 8, 2025

Mark Alpert
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653
malpert@beamlaw.net

Re: Californian Mobile Estates Calimesa LP Petition for Capital Improvement Rent Increase Petition and Petition for Temporary Rent Increase Based on Hearing Costs – **Notification of Incomplete Petition**

Dear Mr. Alpert:

This letter acknowledges that on April 8, 2025, the City of Calimesa ("City") received seven copies of a Petition for Capital Improvement Rent Increase which also included a Petition for Temporary Rent Increase (collectively "Petition") that were submitted by you and Peter Wang/Whisman Management, LLC as representatives for Californian Mobile Home Estates Calimesa, LP with regard to Californian Mobile Estates Calimesa, a mobilehome park located at 950 California Street, Calimesa, California. Your submittal included the two petitions and certain documents totaling 217 pages, along with a thumb drive. We are directing this letter to your attention. If the City should communicate with any other person on the Petition, please so advise the undersigned immediately.

Please be advised that the Petition is incomplete. The reasons for the City's determination of incompleteness are set out below.

The Petition requests four(4) capital improvement rent increases pursuant to Calimesa Municipal Code ("CMC") Section 9.05.090 (hereinafter "Capital Improvement Rent Increase") for the following : (1) a clubhouse renovation and roof replacement project ($109.53 capital improvement rent increase for 20 years); (2) a pool and spa project ($28.28 capital improvement rent increase for 15 years); (3) a park lighting project ($21.22 capital improvement rent increase for 15 years); and (4) a street improvement project ($49.05 capital improvement rent increase for 15 years). The temporary rent increase petition seeks a $2.37 temporary rent increase over a five-year amortization period to cover the estimated hearing costs. At the time the Petition was submitted, you also included a check in the amount of $2,466.00, made payable to the City of Calimesa.

For ease of reference in this letter, Californian Mobile Home Estates Calimesa, LP will be referred to as the "Park Owner"; and Californian Mobile Estates Calimesa will be referred to as the "Park."

As you are aware, a petition for a capital improvement rent increase is governed by the Calimesa Rent Stabilization Ordinance, Calimesa Municipal Code ("CMC") Chapter 9.05, Sections 9.05.010 through 9.05.190, (the "Ordinance"), and the applicable Administrative Rules and Regulations ("Rules"). Under the Ordinance, the Park Owner bears the burden of demonstrating that the Park Owner is entitled to a capital improvement rent increase and temporary rent increase based on hearing costs. In order to satisfy the Park Owner's burden that a capital improvement rent increase is warranted, pursuant to CMC Section 9.05.090, the Park Owner must submit a complete Capital improvement rent increase petition in order for the petition to be set for hearing before the Mobile Home Rent Stabilization Hearing Officer ("Hearing Officer"). As you are also aware, both the Ordinance and the Rules clearly provide that in order for a petition to be deemed complete, it must include all of the source documentation relied upon and supporting the proposed rent increases. This requirement is also contained in the Petition instruction form. A complete petition enables City staff, the Park's residents, and the Hearing Officer to thoroughly evaluate the Petition and determine if the Park Owner has met its burden of establishing that it is entitled to a Capital Improvement rent increase and if so, in what amount.

The City is unable to deem the Park Owner's Petition complete at this time, because the Petition does not include complete information or documentation that supports the proposed four(4) capital improvement rent increases or temporary rent increases in accordance with the requirements of the Ordinance and Rules.

In order to enable the City to deem the Park Owner's Petition complete, and to prevent further delay in the processing of the Petition, all supporting documentation must be provided to the City. Exhibit A, attached to this letter, contains a list of the information and documentation that is required in order for the City to deem the Petition complete.

Please note the Park Owner must also concurrently post copies of all additional documents with the original petition in the same locations in the Park and notify the residents that you have submitted additional documents to the City; and provide written certification to the City that you have done so. The form for this purpose is also included in the petition packet.

Please note that your responses to the request for complete information and documentation, as set forth in Exhibit A, might trigger further requests for information and documentation from the City; and the City reserves the right to make further inquiries depending on the nature of the information and documentation the Park Owner provides in response to this letter.

Upon submittal of a complete Petition, as determined by the City, the City will schedule a hearing on the Petition before the Mobile Home Rent Stabilization Hearing Officer. Please also note that CMC Section 9.05.090(L) authorizes the City to require deposit of the estimated cost of the public hearing no less than 15 days prior to the hearing. The City will advise you of the estimated cost of the public hearing, which must be deposited prior to the public hearing.

Please do not hesitate to contact the undersigned if you have any questions.

Sincerely,

WILL KOLBOW
City Manager

By: 
Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator

cc: Amy Greyson, Assistant City Attorney

Enclosure: Exhibit A – Information and Documents Required to Deem the Californian Mobile Home Estates Calimesa, LP's Petition Complete

Exhibit A

Information and Documents Required to Deem the Californian Mobile Home Estates Calimesa, LP's Petition Complete

Defined Terms

As used in this Exhibit, the following terms shall have the following meanings:

"Capital Improvement Petition" means the Capital Improvement Rent Increase Petition submitted on April 8, 2025.

"Clubhouse renovation and roof replacement project" means the construction work, materials and financing for the clubhouse and roof that forms the basis for the $109.53 capital improvement rent increase request.

"Park" means Californian Mobile Estates Calimesa.

"Park lighting project" means the construction work, materials, and financing for new pool lighting that forms the basis for the $21.22 capital improvement rent increase request.

"Park Owner" means Californian Mobile Home Estates Calimesa, LP.

"Petitions" means, collectively, the Capital Improvement Petition and the Temporary Rent Increase Petition.

"Petitioner" means Peter Wang/Whisman Management, LLC.

"Pool and spa project" means the construction work, materials, and financing for the pool and spa that forms the basis, or the $28.28 capital improvement rent increase request.

"Street project means the construction work, ,materials, and financing for the street project that forms the basis for the $49.05 capital improvement rent increase request.

Additional Information and Documentation Required to Deem Petition Complete

Please provide the following information and documents in accordance with Calimesa Municipal Code ("CMC") Sections 9.05.090 regarding the Petition for Capital Improvement Rent Increase ("Petition") for the Park by the Park Owner:

1. Please provide copies of all documents demonstrating that the resident meeting and resident vote took place for each of the four (4) claimed capital Improvements (the clubhouse and roof project; the park lighting project; the pool and spa project and the street project. The documentation should include but is not limited to, the notice of

resident meeting, proof of service of the notice of resident meeting on all residents, the ballot submitted to the residents, and the election results in accordance with the requirement of CMC 9.05.090(G)2.

2. Please provide clarification of the status of Space No. 36. It is listed as both a vacant space as well as a park owned space, and it cannot be listed as both.

3. Please confirm whether annual CPI Increases were imposed on the Park's residents for each of the years 2022, 2023, 2024 and 2025 and if so, in what amount each year. The City notes that Item No. 24 on page 13 of the Petition states that 2023 was the last annual CPI Increase. According to the City's records, the previous park owner notified the City in 2023 that an annual CPI Increase was given on June 1, 2023. Since that time, the Park Owner (through Mr. Wang and/or his park management) submitted Mobile Home Park Rent Schedule Statements to the City with the Annual Registrations for both years of 2024 and 2025. Those 2024 and 2025 statements stated that an increase was imposed on June 1st of each of the two years of 2024 and 2025 at 80% of the CPI. (Copies of the statements are included with this correspondence).

4. Please provide copies of financial documentation demonstrating that the costs of each of the four claimed capital improvement projects (clubhouse and pool project; pool and spa project; park lighting project; and street project) were paid with funds provided by Mr. Wang and his sister, as stated in Part 2(7) of the Capital Improvement Rent Increase Petition. The supporting documentation should include, but is not limited to, copies of promissory notes, loan agreements, bank deposits, ledger records, and similar records demonstrating the source of funds to pay for each project.

5. Please state the rate of interest included in the cost of financing each of the four(4) claimed capital projects (clubhouse and pool, project; ;pool and spa project; park lighting project and street project).

6. Please state the complete name of the seller from whom the petitioner purchased the Park. If an entity, please state the full name of the entity. if a natural person, please state the full name of the natural person(s).

7. Please provide a copy of the recorded grant deed or other document transferring title of the Park from the prior owner to the Petitioner.

8. **CI-1 Street Project**:
    a) Please provide copies of all permits obtained from the California Department of Housing and Community Development (HCD), the County of Riverside, or any other regulatory agency to carry out the Street Project in the Park. The documentation should include, but is not limited to, the Park owner upon whose behalf each permit was obtained.

a) Please provide a site plan reflecting the location and extent of the Street Project in the Park.
b) If the Petitioner contends that the Street Project was necessary to protect the health and safety of the park, its residents, or neighbors, please provide a detailed explanation and provide all documentation that supports this contention.
c) Please include before and after photos of the Street Project.
d) Please provide copies of cancelled checks and any other documentation of all payments made for the costs of construction of the Street Project. .
e) State whether the complete name of the owner of the Park at the time the Street Project was constructed and provide supporting documentation to establish that the Petitioner owned the Park at that time.
f) If the Petitioner did not own the Park at the time the Street Improvements were constructed, please provide a detailed explanation of all reasons why the Petitioner is entitled to a Capital Improvement Rent Increase for the costs associated with the Street Improvements as proposed in the Petition.

9. **CI-2 Park Lighting Project:**
   a) Please provide copies of all permits obtained from HCD, the County of Riverside, or any other regulatory agency to carry out the Park Lighting project in the Park. The documentation should include, but is not limited to, the Park owner upon whose behalf each permit was obtained.
   b) Please provide a site plan reflecting the Park Lighting project.
   c) If the Petitioner contends that the Park Lighting project was necessary to protect the health and safety of the park, its residents, or neighbors, please provide a detailed explanation and provide all documentation that supports this contention.
   d) Please describe the type and condition of the Park's lighting that existed prior to installation of the Park Lighting project, and the reasons why the prior lighting was replaced.
   e) Please include before and after photos of the Park Lighting project.
   f) Please provide copies of cancelled checks and any other documentation of all payments made for the costs of construction of the Park Lighting project.
   g) Please provide documentation to establish that the Petitioner owned the Park during the time period that the Park Lighting project was constructed.
   h) If the Petitioner did not own the Park at the time of the Park Lighting project was constructed, please provide a detailed explanation of all reasons why the Petitioner is entitled to a Capital Improvement Rent Increase for the costs associated with the Park Lighting project as proposed in the Petition.

10. **CI-3 Pool and Spa Project:**
    a) Please provide a legible page C3-5. The copy received in the Petition is black and does not provide any identifiable picture of what it represents.
    b) If the Petitioner contends that the Pool and Spa project was necessary to protect the health and safety of the park, its residents, or neighbors, please provide a detailed explanation and provide all documentation that supports this contention.

c) Please provide before and after photos of the project.
d) Please provide copies of cancelled checks and any other documentation of all payments made for the costs of construction and financing of the Pool and Spa project.
e) Please provide documentation to establish that the Petitioner owned the Park at the time of construction of the Pool and Spa project.
f) If the Petitioner did not own the Park at the time of construction of the Pool and Spa project, please provide a detailed explanation of all reasons why the Petitioner is entitled to a Capital Improvement Rent Increase for the costs associated with the Pool and Spa project as proposed in the Petition.
g) Attachment A of the Capital Improvement Increase Petition proposes a 10-year amortization period for the Pool and Spa project, but Attachment B refers to a 15-year amortization period. Please provide a detailed explanation of the amortization period used by the Petitioner in determining the proposed Capital Improvement Rent Increase for the Pool and Spa Project.

11. **CI-4 Claimed Clubhouse and Roof Improvements:**
a) Please provide copies of all permits obtained from HCD, the County of Riverside, or any other regulatory agency to carry out the Clubhouse and Roof Project. The documentation should include, but is not limited to, the Park owner upon whose behalf each permit was obtained.
b) Please provide a site plan reflecting the location and nature of all Clubhouse and Roof Improvements.
c) If the Petitioner contends that the Clubhouse and Roof Improvements were necessary to protect the health and safety of the park, its residents, or neighbors, please provide a detailed explanation and provide all documentation that supports this contention.
d) Please explain in detail how many buildings or structures and equipment were included in the clubhouse and roof project and provide a detailed explanation of the location of each, and an itemization of costs associated with each including but not limited to invoices and payments to each structure or building.
e) Please provide copies of cancelled checks and any other documentation of all payments made for the costs of construction of the Clubhouse and Roof project.
f) Documents submitted as part of the Petition indicate the Clubhouse and Roof project was carried out in 2022 and early 2023, by the previous park owner and prior to Petitioner's the purchase of the Park in October 2023. Please state the name of the owner of the Park at the time the Clubhouse and Roof Improvements were constructed and supporting documentation.

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

GENERAL INSTRUCTIONS

Name of Park: Californian Mobile Estates, LLC

Pursuant to Section 9.05.080 of Chapter 9.05 of the Calimesa Municipal Code, the park owner may increase the rent for a **regulated** mobile home space once every 12 months by 80 percent of the increase in the Consumer Price Index (CPI") during the preceding 12 months. No petition or permission is required for the Annual Increase under this section.

However, concurrently with service of notice of rent increase to the affected resident(s), management shall file a rent schedule with the City Rent Administrator for the affected resident(s). The Annual Increase authorized by CMC Section 9.050.080 may be imposed by a mobile home park owner following the expiration of the 90-day notice requirement imposed by Civil Code Section 798.30. An affected park resident may challenge the Annual Increase by filing a challenge within 15 days of service of notice of rent increase.

The Annual Increase is determined under CMC Section 9.05.080 by the following procedure:

1. *Determine the Current CPI and Prior CPI:*

   The Consumer Price Index for the Los Angeles-Riverside-Orange County Metropolitan Area, All Urban Consumers ("CPI"), should be obtained from the U.S. Department of Labor, Bureau of Labor Statistics, http://www.bls.gov/cpi/.

   "Current CPI" means the CPI most recently available as of the date of the written notice of permitted annual rent increase. "Prior CPI" means the CPI in effect 12 months prior to Current CPI.

2. *Determine the CPI Increase Factor using the following calculation:*

   Current CPI – Prior CPI = CPI Point Change
   (CPI Point Change ÷ Prior CPI) x 100 = CPI Percent Change
   CPI Percent Change x 80% = CPI Increase Factor

   Example: *230 – 225 = 5*
   (5 ÷ 225) x 100 = .022 x 100 = 2.2%
   2.2% x 80% = 1.76%
   CPI Increase Factor = 1.76%

3. *Determine the Annual Increase by the following calculation:*

   Current Space Rent x CPI Increase Factor = Annual Increase
   Current Space Rent + Annual Increase = New Space Rent

   Example: *$400 x 1.76% = $7.04 = Annual Increase*
   $400 + $7.04 = $407.04
   $407.04 = New Space Rent

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

OWNER'S DECLARATION UNDER PENALTY OF PERJURY

I (We), Laura Watson Ballantyne declare as follows: I am the (an) owner(s)* or authorized representative(s)* of the owner(s) of said park involved in this request and I am authorized to submit this Mobile Home Park Rent Schedule Statement and supporting documentation on behalf of the subject mobile home park..

I declare under penalty of perjury under the laws of the State of California that the information, Schedules, documentation and statements attached hereto are true and correct.

Executed this 5th day of February, 20 23

at Fountain Valley, California.

Signed: Laura Watson Ballantyne

Print name: Laura Watson Ballantyne

Capacity: General Partner/ Operating Mgr.

(Please specify if you are the owner or authorized representative of the owner.)

Mailing Address: 18426 Brookhurst Street, Suite 207

City, State, Zip: Fountain Valley, CA 92708

Telephone: 949-636-0115

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 – 12/31/2023

CONTACT INFORMATION

Date: Jan. 30, 2023

Name of Park: Californian Mobile Home Estates, LLC

Address: 950 California Street

City, State, Zip: Calimesa, CA 92320

Park Owner(s):

List all individuals or legal entities possessing an ownership interest in the park, the nature of each interest and the business address and phone number of each interest:

Laura Watson Ballentyne 25% general partner (949)636-0115

Todd Owen Watson 25% general partner (925)639-7010

Watson Family Trust 50% silent partner (949)636-0115

Park Owner(s)' Business Address(es): address: P.O. Box 41040 Long Beach CA 90853

Please designate the address to be used for official City correspondence:

18426 Brodehurst Street, Suite 207

Fountain Valley, CA 92708

Park Owner(s)' Business Telephone Number(s): (562) 708-2265

(949) 636-0115

Date Park Owner purchased or acquired park: Jan. 1964

ANNUAL INCREASE CALCULATION AND EFFECTIVE DATE

Date new Annual Increase is to become effective:[1] June 1, 2023

CPI Increase Factor used: U.S. Bureau – Riverside County 7.5% -

Current CPI used: 7.5% (80%) = 6%

Prior CPI used: 7.9% (80%) = 6.32%

[1] ***Include the first date that the increased rent is due under the new Annual Increase based on the notice of rent increase issued pursuant to State law.***

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

PRIOR RENT INCREASES

1. Date last Annual Increase became effective for the regulated space(s) that are subject to the new Annual Increase:[2] 6/1/2023

2. Within the last twelve months, have you previously imposed any other rent increases (or rent adjustment) on any regulated spaces in the Park that are subject to this new Annual Increase?[3] ☐ Yes ☒ No

3. If your answer to Question #2 is "yes", please answer the following questions.

   a. Effective Date(s) the prior rent increase(s): _____

   _____

   _____

   b. Type(s) of other rent increase imposed (check all applicable boxes):

   ☐ Annual Increase (or Annual Adjustment) under CMC Section 9.05.080

   ☐ MNOI Rent Increase (or MNOI Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110

   ☐ MNOI Rent Increase (or MNOI Rent Adjustment) based on an Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110

   ☐ Fair Return Rent Increase (or Fair Return Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110

   ☐ Capital Improvement Rent Increase (or Capital Improvement Rent Adjustment) under CMC Section 9.05.090

   ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(A)(1)

   ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(B)(1)

   ☐ Rent increase (or rent adjustment) following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17. Please also complete Chart 1 and Chart 2 of this Park Rent Schedule. Attach all supporting documentation and label as "Park Rent Schedule – Chart 1" or "Park Rent Schedule – Chart 2".

---

[2] ***"Last Annual Increase" means any prior Annual Increase under CMC Section 9.05.090 (or Annual Adjustment under any predecessor ordinance) imposed on any regulated space(s) within 12 months of the proposed effective date of the new Annual Increase.***

[3] ***The term "rent adjustment" was changed to "rent increase" in the 2011 Ordinance amendments.***

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
1	Masterson	528.25	6%	$31.70	$559.95
2	Bottinhouse	528.25		$31.70	$559.95
3	Kirk	540.60		$32.44	$573.04
4	Avila	540.60		$32.44	$573.04
5	Garcia	540.60		$32.44	$573.04
6	Hendrix	540.60		$32.44	$573.04
7	Poucher	540.60		$32.44	$573.04
8	Ayala	540.60		$32.44	$573.04
9	Hager	553.12		$33.19	$586.31
10	Arredondo	553.12		$33.19	$586.31
11	Tjandra	540.60		$32.44	$573.04
12	Barrett	540.60		$32.44	$573.04
13	Wood	540.60		$32.44	$573.04
14	Altemus	540.60		$32.44	$573.04
15	Capps	540.60		$32.44	$573.04
16	Rose	540.60		$32.44	$573.04
18	Crawford	528.25		$31.70	$559.95
19	Grethum	528.25		$31.70	$559.95
20	Randtree	540.60		$32.44	$573.04
21	Owen	540.60		$32.44	$573.04
22	Cournoyer	540.60		$32.44	$573.04

This page may be reproduced as needed.

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: _____

CHART 2 – PRIOR RENT INCREASES

Complete this Chart 2 for all prior rent increases imposed on any regulated space in the Park. Use the following abbreviations for the type of rent increase (Column C).

- AI: Annual Increase under CMC Section 9.050.080
- MNOI: MNOI Rent Increase under CMC Sections 9.05.100 and 9.05.110
- MNOI-R: MNOI Rent Increase based on Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110
- FR: Fair Return Rent Increase under CMC Section 9.05.100 and 9.05.100
- CI: Capital Improvement Rent Increase under CMC Section 9.05.090
- VI-A: Vacancy Increase under CMC Section 9.08.070(A)(1)
- VI-B: Vacancy Increase under CMC Section 9.08.070(B)(1)
- EI: Increase following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17

Space No.	Homeowner	(A) Effective Date of Last Rent Increase	(B) Dollar Amount of Last Rent Increase Imposed (per month)	(C) Type of Last Rent Increase Imposed	(D) Methodology Used to Determine Last Rent Increase Imposed (e.g., If based on City approval, state date of approval and Resolution No.; if based on other methodology, explain methodology used. Attach additional sheets as needed.)

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
23	Letwinch	540.60	6%	32.44	$573.04
24	Lessley	540.60		32.44	$573.04
25	Cox	540.60		32.44	$573.04
26	Sweet	540.60		32.44	$573.04
27	Gomez	553.12		33.19	$586.31
28	Cummings	553.12		33.19	$586.31
29	Bowes	540.60		32.44	$573.04
30	Sollars	540.60		32.44	$573.04
31	Ferguson	540.60		32.44	$573.04
32	Herrera	540.60		32.44	$573.04
33	Maldonado	540.60		32.44	$573.04
34	Muir	540.60		32.44	$573.04
35	Cabe	540.60		32.44	$573.04
38	Snook	528.25		31.70	$559.95
39	Terry	540.60		32.44	$573.04
40	Grove	528.25		31.70	$559.95
41	Ventura	540.60		32.44	$573.04
42	Chavez	540.60		32.44	$573.04
43	Vargas	540.60		32.44	$573.04
44	Winn	540.60		32.44	$573.04
45	Cundieff	540.60		32.44	$573.04

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
46	Hendrickson	553.12	6%	33.19	$586.31
47	Blain	540.60		32.44	$573.04
48	Carruthers	540.60		32.44	$573.04
49	Bruster	540.60		32.44	$573.04
50	VanVacker	540.60		32.44	$573.04
51	Wichkham	540.60		32.44	$573.04
52	Rohr	540.60		32.44	$573.04
53	Unruh	540.60		32.44	$573.04
55	Shea	540.60		32.44	$573.04
56	Clarke	540.60		32.44	$573.04
57	Knox	540.60		32.44	$573.04
58	Engheben	540.60		32.44	$573.04
59	Symanietz	540.60		32.44	$573.04
60	Pendergraft	540.60		32.44	$573.04
61	Smith	540.60		32.44	$573.04
62	Miller	540.60		32.44	$573.04
63	Franco	540.60		32.44	$573.04
64	Rodriguez	540.60		32.44	$573.04
65	Rainey	528.25		31.70	$559.95
66	Montross	540.60		32.44	$573.04
67	Lilhoite	520.24		31.21	$551.45

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
68	Sanchez	$540.60	6%	32.44	$573.04
69	Bright	$528.85		31.73	$560.58
70	Vil	$540.60		32.44	$573.04
71	Moses	$540.60		32.44	$573.04
72	Bishop	$540.60		32.44	$573.04
73	Abrego	$540.60		32.44	$573.04
74	Raum	$540.60		32.44	$573.04
75	Hawkins	$540.60		32.44	$573.04
76	Webster	$540.60		32.44	$573.04
78	Mize	$540.60		32.44	$573.04
79	Wills	$540.60		32.44	$573.04
80	Fredrickson	$540.60		32.44	$573.04
82	Hermans	$540.60		32.44	$573.04
83	French	$540.60		32.44	$573.04
84	Delgado	$540.60		32.44	$573.04
85	Ditta	$553.12		33.19	$586.31
86	Perez	$553.12		33.19	$586.31
87	Hammer	$540.60		32.44	$573.04
88	Donnelly	$540.60		32.44	$573.04
89	Racine	$540.60		32.44	$573.04
90	Lee	$532.51		31.95	$564.46

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 – 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
91	Hudson	$540.60	6%	32.44	$573.04
92	Blasingame	$540.60		32.44	$573.04
93	Searcy	$540.60		32.44	$573.04
94	Johnson	$528.25		31.70	$559.95
95	Morrill	$528.25		31.70	$559.95
96	Carpio	$540.60		32.44	$573.04
97	Drawbolt	$540.60		32.44	$573.04
98	Hendrix	$540.60		32.44	$573.04
99	Martinez	$540.60		32.44	$573.04
100	Stokes	$540.60		32.44	$573.04
101	Downs	$540.60		32.44	$573.04
102	Sellers	$540.60		32.44	$573.04
103	Walker	$553.12		33.19	$586.31
104	Fender	$553.12		33.19	$586.31
105	Hastings	$540.60		32.44	$573.04
106	Reinicke	$540.60		32.44	$573.04
107	Gordon	$527.93		31.68	$559.61
108	Moreno	$540.60		32.44	$573.04
109	Vahl	$540.60		32.44	$573.04
110	Rodriguez	$540.60		32.44	$573.04
111	Mariscal	$540.60		32.44	$573.04

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: 1/1/2023 - 12/31/2023

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
112	Opliger	$528.14	6%	$31.69	$559.83
~~113~~	~~Buckman~~	~~$528.20~~		~~$31.69~~	~~$559.89~~
114	Silva	$540.60		$32.44	$573.04
115	Broten	$540.60		$32.44	$573.04
116	Mosso	$540.60		$32.44	$573.04
117	Harris	$540.60		$32.44	$573.04
118	Fasich	$540.60		$32.44	$573.04
119	Schultz	$540.60		$32.44	$573.04
120	Newlan	$540.60		$32.44	$573.04
121	Miller	$553.12		$33.19	$586.31
122	Davis	$553.12		$33.19	$586.31
123	Acosta	$540.60		$32.44	$573.04
124	Donenfeld	$540.60		$32.44	$573.04
125	Boltinhouse	$540.60		$32.44	$573.04
127	Browning	$540.60		$32.44	$573.04
128	Arrowood	$540.60		$32.44	$573.04
129	Isaak	$540.60		$32.44	$573.04
130	Jeske	$528.25		$31.70	$559.95

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

GENERAL INSTRUCTIONS

Name of Park: Californian Mobile Home Estates Calimesa

Pursuant to Section 9.05.080 of Chapter 9.05 of the Calimesa Municipal Code, the park owner may increase the rent for a **regulated** mobile home space once every 12 months by 80 percent of the increase in the Consumer Price Index (CPI") during the preceding 12 months. No petition or permission is required for the Annual Increase under this section.

However, concurrently with service of notice of rent increase to the affected resident(s), management shall file a rent schedule with the City Rent Administrator for the affected resident(s). The Annual Increase authorized by CMC Section 9.050.080 may be imposed by a mobile home park owner following the expiration of the 90-day notice requirement imposed by Civil Code Section 798.30. An affected park resident may challenge the Annual Increase by filing a challenge within 15 days of service of notice of rent increase.

The Annual Increase is determined under CMC Section 9.05.080 by the following procedure:

1. *Determine the Current CPI and Prior CPI:*

   The Consumer Price Index for the Los Angeles-Riverside-Orange County Metropolitan Area, All Urban Consumers ("CPI"), should be obtained from the U.S. Department of Labor, Bureau of Labor Statistics, http://www.bls.gov/cpi/.

   "Current CPI" means the CPI most recently available as of the date of the written notice of permitted annual rent increase. "Prior CPI" means the CPI in effect 12 months prior to Current CPI.

2. *Determine the CPI Increase Factor using the following calculation:*

   Current CPI – Prior CPI = CPI Point Change
   (CPI Point Change ÷ Prior CPI) x 100 = CPI Percent Change
   CPI Percent Change x 80% = CPI Increase Factor

   Example: *230 – 225 = 5*
   (5 ÷ 225) x 100 = .022 x 100 = 2.2%
   2.2% x 80% = 1.76%
   CPI Increase Factor = 1.76%

3. *Determine the Annual Increase by the following calculation:*

   Current Space Rent x CPI Increase Factor = Annual Increase
   Current Space Rent + Annual Increase = New Space Rent

   Example: *$400 x 1.76% = $7.04 = Annual Increase*
   $400 + $7.04 = $407.04
   $407.04 = New Space Rent

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

OWNER'S DECLARATION UNDER PENALTY OF PERJURY

I (We), Peter Wang, Whisman Management LLC declare as follows: I am the (an) owner(s)* or authorized representative(s)* of the owner(s) of said park involved in this request and I am authorized to submit this Mobile Home Park Rent Schedule Statement and supporting documentation on behalf of the subject mobile home park..

I declare under penalty of perjury under the laws of the State of California that the information, Schedules, documentation and statements attached hereto are true and correct.

Executed this 30 day of January, 20 24

at Mt. View, [redacted], California.

Signed: [signature]

Print name: Peter Wang

Capacity: Manager of Whisman Management

(Please specify if you are the owner or authorized representative of the owner.)

RECEIVED
JAN 31 2024
CITY CLERK'S OFFICE

Mailing Address: 425 N Whisman Rd., #600

City, State, Zip: Mountain View CA 94043

Telephone: 650-969-4860

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

CONTACT INFORMATION

Date: Jan 31, 2024

Name of Park: Californian Mobile Home Estates Calimesa

Address: 425 N Whisman Rd., #600

City, State, Zip: Mountain View, CA 94043

Park Owner(s):

List all individuals or legal entities possessing an ownership interest in the park, the nature of each interest and the business address and phone number of each interest:

Whisman Management LLC

Park Owner(s)' Business Address(es):

Please designate the address to be used for official City correspondence:

425 N. Whisman Rd., #600, Mountain View, CA 94043

Park Owner(s)' Business Telephone Number(s): (650) 969-4860

(___)

Date Park Owner purchased or acquired park: 9/29/2023

ANNUAL INCREASE CALCULATION AND EFFECTIVE DATE

Date new Annual Increase is to become effective:[1] 6/1/2024

CPI Increase Factor used: U.S. Bureau-Riverside County 4.3%

Current CPI used: 4.3% (80%) 3.44%

Prior CPI used: 7.5% (80%) = 6%

[1] *Include the first date that the increased rent is due under the new Annual Increase based on the notice of rent increase issued pursuant to State law.*

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

PRIOR RENT INCREASES

1. Date last Annual Increase became effective for the regulated space(s) that are subject to the new Annual Increase:[2] 6/1/2024

2. Within the last twelve months, have you previously imposed any other rent increases (or rent adjustment) on any regulated spaces in the Park that are subject to this new Annual Increase?[3] ☐ Yes ☒ No

3. If your answer to Question #2 is "yes", please answer the following questions.

   a. Effective Date(s) the prior rent increase(s): _____

   _____

   _____

   b. Type(s) of other rent increase imposed (check all applicable boxes):

   - ☐ Annual Increase (or Annual Adjustment) under CMC Section 9.05.080
   - ☐ MNOI Rent Increase (or MNOI Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110
   - ☐ MNOI Rent Increase (or MNOI Rent Adjustment) based on an Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110
   - ☐ Fair Return Rent Increase (or Fair Return Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110
   - ☐ Capital Improvement Rent Increase (or Capital Improvement Rent Adjustment) under CMC Section 9.05.090
   - ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(A)(1)
   - ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(B)(1)
   - ☐ Rent increase (or rent adjustment) following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17. Please also complete Chart 1 and Chart 2 of this Park Rent Schedule. Attach all supporting documentation and label as "Park Rent Schedule – Chart 1" or "Park Rent Schedule – Chart 2".

---

[2] ***"Last Annual Increase" means any prior Annual Increase under CMC Section 9.05.090 (or Annual Adjustment under any predecessor ordinance) imposed on any regulated space(s) within 12 months of the proposed effective date of the new Annual Increase.***

[3] ***The term "rent adjustment" was changed to "rent increase" in the 2011 Ordinance amendments.***

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
1	Masterson	$559.95	3.44%	$19.26	$579.21
2	Bottinhouse	$559.95		$19.26	$579.21
3	Kirk	$573.04		$19.71	$592.75
4	Avila	$573.04		$19.71	$592.75
5	Garcia	$573.04		$19.71	$592.75
6	Hendrix	$573.04		$19.71	$592.75
7	Rodriguez	$573.04		$19.71	$592.75
8	Ayala	$573.04		$19.71	$592.75
9	Hagar	$586.31		$20.17	$606.48
10	Leary	$586.31		$20.17	$606.48
11	Tjandra	$573.04		$19.71	$592.75
12	Loya	$573.04		$19.71	$592.75
13	Wood	$573.04		$19.71	$592.75
14	Athens	$573.04		$19.71	$592.75
15	Capps	$573.04		$19.71	$592.75
16	Wooten	$573.04		$19.71	$592.75
17	Buenrostro	$540.60		$18.60	$559.20
18	Crawford	$559.95		$19.26	$579.21
19	Grethum	$559.95		$19.26	$579.21
20	Roundtree	$573.04		$19.71	$592.75
21	Webber	$573.04		$19.71	$592.75

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2024 – Dec 31, 2024

CHART 2 – PRIOR RENT INCREASES

Complete this Chart 2 for all prior rent increases imposed on any regulated space in the Park. Use the following abbreviations for the type of rent increase (Column C).

- AI: Annual Increase under CMC Section 9.050.080
- MNOI: MNOI Rent Increase under CMC Sections 9.05.100 and 9.05.110
- MNOI-R: MNOI Rent Increase based on Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110
- FR: Fair Return Rent Increase under CMC Section 9.05.100 and 9.05.100
- CI: Capital Improvement Rent Increase under CMC Section 9.05.090
- VI-A: Vacancy Increase under CMC Section 9.08.070(A)(1)
- VI-B: Vacancy Increase under CMC Section 9.08.070(B)(1)
- EI: Increase following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17

Space No.	Homeowner	(A) Effective Date of Last Rent Increase	(B) Dollar Amount of Last Rent Increase Imposed (per month)	(C) Type of Last Rent Increase Imposed	(D) Methodology Used to Determine Last Rent Increase Imposed (e.g., If based on City approval, state date of approval and Resolution No.; if based on other methodology, explain methodology used. Attach additional sheets as needed.)

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: _____

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
22	Chavarria	$573.04	3.44%	$ 19.71	$592.75
23	Letwinch	$573.04		$ 19.71	$592.75
24	Smith	$573.04		$ 19.71	$592.75
25	Cox	$573.04		$ 19.71	$592.75
26	Sweet	$573.04		$ 19.71	$592.75
27	Gomez	$586.31		$ 20.17	$606.48
28	Cummings	$586.31		$ 20.17	$606.48
29	Bowles	$573.04		$ 19.71	$592.75
30	Sollars	$573.04		$ 19.71	$592.75
31	Ferguson	$573.04		$ 19.71	$592.75
32	Herrera	$573.04		$ 19.71	$592.75
33	Maldonado	$573.04		$ 19.71	$592.75
34	Muir	$573.04		$ 19.71	$592.75
35	McCabe	$573.04		$ 19.71	$592.75
38	Snook	$559.95		$ 19.26	$579.21
39	Terry	$573.04		$ 19.71	$592.75
40	Grove	$559.95		$ 19.26	$579.21
41	Ventura	$573.04		$ 19.71	$592.75
42	Chavez	$573.04		$ 19.71	$592.75
43	Smith	$573.04		$ 19.71	$592.75
44	Winn	$573.04		$ 19.71	$592.75

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan. 1, 2024 – Dec. 31, 2024

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
45	Cundieff	$573.04	3.44%	$ 19.71	$592.75
46	Hendrickson	$586.31		$ 20.17	$606.48
47	Florez	$573.04		$ 19.71	$592.75
48	Carruthers	$573.04		$ 19.71	$592.75
49	Bruster	$573.04		$ 19.71	$592.75
50	VanVacter	$573.04		$ 19.71	$592.75
52	Rohr	$573.04		$ 19.71	$592.75
53	Unruh	$573.04		$ 19.71	$592.75
55	Shea	$573.04		$ 19.71	$592.75
56	Clarke	$573.04		$ 19.71	$592.75
57	Knox	$573.04		$ 19.71	$592.05
58	Engleben	$573.04		$ 19.71	$592.05
59	McWhorter	$573.04		$ 19.71	$592.05
60	Pendergraft	$573.04		$ 19.71	$592.05
61	Smith	$573.04		$ 19.71	$592.05
62	Saldecke	$573.04		$ 19.71	$592.05
63	Franco	$573.04		$ 19.71	$592.05
64	Rodriguez	$573.04		$ 19.71	$592.05
65	Rainey	$559.75		$ 19.25	$579.00
66	Montross	$573.04		$ 19.71	$592.05
67	Cuilhoite	$551.45		$ 18.97	$570.42

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan. 1, 2024 - Dec 31, 2014

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
68	Sanchez	$573.04	3.44%	$ 19.71	$592.75
69	Bright	$560.58		$ 19.28	$579.86
70	Yil	$573.04		$ 19.71	592.75
71	Katzman	$573.04		$ 19.71	592.75
72	Bishop	$573.04		$ 19.71	592.75
73	Abrego	$573.04		$ 19.71	592.75
74	Raum	$573.04		$ 19.71	592.75
75	Hawkins	$573.04		$ 19.71	592.75
76	Webster	$573.04		$ 19.71	$592.75
78	Mize	$573.04		$ 19.71	$592.75
79	Garcia	$573.04		$ 19.71	$592.75
80	Fredrickson	$573.04		$ 19.71	$592.75
82	Hermans	$573.04		$ 19.71	$592.75
83	French	$573.04		$ 19.71	$592.75
84	Delgado	$573.04		$ 19.71	$592.75
85	Dilla	$586.31		$ 20.17	$606.48
86	Perez	$586.31		$ 20.17	$606.48
87	Hammer	$573.04		$ 19.71	$592.75
88	Donnelly	$573.04		$ 19.71	$592.75
90	Lee	$564.46		$ 19.42	$583.88
91	Hudson	$573.04		$ 19.71	$592.75

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: _____

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
92	Smith	$573.04	3.44%	$ 19.71	$592.75
93	Searcy	$573.04		$ 19.71	$592.75
94	Johnson	$559.95		$ 19.26	$579.21
95	Morrill	$559.95		$ 19.26	$579.21
96	Carpio	$573.04		$ 19.71	$592.75
97	Drawbolt	$573.04		$ 19.71	$592.75
98	Hendrix	$573.04		$ 19.71	$592.75
99	Martinez	$573.04		$ 19.71	$592.75
100	Dickinson	$573.04		$ 19.71	$592.75
101	Downs	$573.04		$ 19.71	$592.75
102	Sellers	$573.04		$ 19.71	$592.75
103	Walker	$586.31		$ 20.17	$606.48
104	Fender	$586.31		$ 20.17	$606.48
105	Hastings	$573.04		$ 19.71	$592.75
106	Reinicke	$573.04		$ 19.71	$592.75
107	Gordon	$573.04		$ 19.71	$592.75
108	Moreno	$573.04		$ 19.71	$592.75
109	Vahl	$573.04		$ 19.71	$592.75
110	Rodriguez	$573.04		$ 19.71	$592.75
111	Mariscal	$573.04		$ 19.71	$592.75
112	Opliger	$559.83		$ 19.26	$579.21

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: _____

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
113	Buckman	$528.20	3.44%	$18.17	$546.37
114	Silva	$573.04		$19.71	$592.75
115	Hale	$573.04		$19.71	$592.75
116	Mosso	$573.04		$19.71	$592.75
117	Harris	$573.04		$19.71	$592.75
118	Leeper	$573.04		$19.71	$592.75
119	Schultz	$573.04		$19.71	$592.75
120	Newlan	$573.04		$19.71	$592.75
121	Miller	$586.31		$20.17	$606.48
122	Davis	$586.31		$20.17	$606.48
123	Acosta	$573.04		$19.71	$592.75
124	Donenfeld	$573.04		$19.71	$592.75
125	Bottinhouse	$573.04		$19.71	$592.75
127	Browning	$573.04		$19.71	$592.75
128	Lazo	$573.04		$19.71	$592.75
129	Isaak	$573.04		$19.71	$592.75
130	Jeske	$559.95		$19.26	$579.21

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec 31, 2025

GENERAL INSTRUCTIONS

Name of Park: Californian Mobile Home Estates Calimesa

Pursuant to Section 9.05.080 of Chapter 9.05 of the Calimesa Municipal Code, the park owner may increase the rent for a **regulated** mobile home space once every 12 months by 80 percent of the increase in the Consumer Price Index (CPI") during the preceding 12 months. No petition or permission is required for the Annual Increase under this section.

However, concurrently with service of notice of rent increase to the affected resident(s), management shall file a rent schedule with the City Rent Administrator for the affected resident(s). The Annual Increase authorized by CMC Section 9.050.080 may be imposed by a mobile home park owner following the expiration of the 90-day notice requirement imposed by Civil Code Section 798.30. An affected park resident may challenge the Annual Increase by filing a challenge within 15 days of service of notice of rent increase.

The Annual Increase is determined under CMC Section 9.05.080 by the following procedure:

1. *Determine the Current CPI and Prior CPI:*

   The Consumer Price Index for the Los Angeles-Riverside-Orange County Metropolitan Area, All Urban Consumers ("CPI"), should be obtained from the U.S. Department of Labor, Bureau of Labor Statistics, http://www.bls.gov/cpi/.

   "Current CPI" means the CPI most recently available as of the date of the written notice of permitted annual rent increase. "Prior CPI" means the CPI in effect 12 months prior to Current CPI.

2. *Determine the CPI Increase Factor using the following calculation:*

   Current CPI – Prior CPI = CPI Point Change
   (CPI Point Change ÷ Prior CPI) x 100 = CPI Percent Change
   CPI Percent Change x 80% = CPI Increase Factor

   Example: *230 – 225 = 5*
   (5 ÷ 225) x 100 = .022 x 100 = 2.2%
   2.2% x 80% = 1.76%
   CPI Increase Factor = 1.76%

3. *Determine the Annual Increase by the following calculation:*

   Current Space Rent x CPI Increase Factor = Annual Increase
   Current Space Rent + Annual Increase = New Space Rent

   Example: *$400 x 1.76% = $7.04 = Annual Increase*
   $400 + $7.04 = $407.04
   $407.04 = New Space Rent

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec. 31, 2025

OWNER'S DECLARATION UNDER PENALTY OF PERJURY

I (We), _____ declare as follows: I am the (an) owner(s)* or authorized representative(s)* of the owner(s) of said park involved in this request and I am authorized to submit this Mobile Home Park Rent Schedule Statement and supporting documentation on behalf of the subject mobile home park..

I declare under penalty of perjury under the laws of the State of California that the information, Schedules, documentation and statements attached hereto are true and correct.

Executed this 30 day of January, 20 25

at Mt. View, California.

Signed: _____

Print name: Peter Wang

Capacity: Manager of Whisman Management LLC

(Please specify if you are the owner or authorized representative of the owner.)

Mailing Address: 425 N Whisman Rd., #600

City, State, Zip: Mountain View CA 94043

Telephone: 650-961-4860

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec 31, 2025

CONTACT INFORMATION

Date: January 31, 2025

Name of Park: Californian Mobile Home Estates Calimesa

Address: 425 N. Whisman Rd. #600

City, State, Zip: Mountain View, CA 94043

Park Owner(s):

List all individuals or legal entities possessing an ownership interest in the park, the nature of each interest and the business address and phone number of each interest:

Whisman Management LLC

Park Owner(s)' Business Address(es):

Please designate the address to be used for official City correspondence:

425 N. Whisman Rd., #600, Mountain View, CA 94043

Park Owner(s)' Business Telephone Number(s): (650) 969-4860

( )

Date Park Owner purchased or acquired park: 9/29/2023

ANNUAL INCREASE CALCULATION AND EFFECTIVE DATE

Date new Annual Increase is to become effective:[1] 6/1/2025

CPI Increase Factor used: US Bureau Riverside County 1.1%

Current CPI used: 1.1% (80%) 0.88%

Prior CPI used: 4.3% (80%) 3.44%

[1] ***Include the first date that the increased rent is due under the new Annual Increase based on the notice of rent increase issued pursuant to State law.***

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: January 1, 2025 - December 31, 2025

PRIOR RENT INCREASES

1. Date last Annual Increase became effective for the regulated space(s) that are subject to the new Annual Increase:[2] 6/1/2025

2. Within the last twelve months, have you previously imposed any other rent increases (or rent adjustment) on any regulated spaces in the Park that are subject to this new Annual Increase?[3] ☐ Yes ☒ No

3. If your answer to Question #2 is "yes", please answer the following questions.

   a. Effective Date(s) the prior rent increase(s): _____

   _____

   _____

   b. Type(s) of other rent increase imposed (check all applicable boxes):

   ☐ Annual Increase (or Annual Adjustment) under CMC Section 9.05.080

   ☐ MNOI Rent Increase (or MNOI Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110

   ☐ MNOI Rent Increase (or MNOI Rent Adjustment) based on an Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110

   ☐ Fair Return Rent Increase (or Fair Return Rent Adjustment) under CMC Sections 9.05.100 and 9.05.110

   ☐ Capital Improvement Rent Increase (or Capital Improvement Rent Adjustment) under CMC Section 9.05.090

   ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(A)(1)

   ☐ Vacancy Increase (or Vacancy Adjustment) under CMC Section 9.08.070(B)(1)

   ☐ Rent increase (or rent adjustment) following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17. Please also complete Chart 1 and Chart 2 of this Park Rent Schedule. Attach all supporting documentation and label as "Park Rent Schedule – Chart 1" or "Park Rent Schedule – Chart 2".

---

[2] ***"Last Annual Increase" means any prior Annual Increase under CMC Section 9.05.090 (or Annual Adjustment under any predecessor ordinance) imposed on any regulated space(s) within 12 months of the proposed effective date of the new Annual Increase.***

[3] ***The term "rent adjustment" was changed to "rent increase" in the 2011 Ordinance amendments.***

City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
1	Masterson	$579.21	0.88%	$5.09	$584.30
2	Boffinhouse	$579.21		$5.09	$584.30
3	Kirk	$592.75		$5.21	$597.96
4	Avila	$592.75		$5.21	$597.96
5	Garcia	$592.75		$5.21	$597.96
6	Hendrix	$592.75		$5.21	$597.96
7	Rodriguez	$592.75		$5.21	$597.96
8	Ayala	$592.75		$5.21	$597.96
9	Hagar	$606.48		$5.34	$611.82
10	Leary	$606.48		$5.34	$611.82
11	Tjandra	$592.75		$5.21	$597.96
12	Loya	$592.75		$5.21	$597.96
13	Wood	$592.75		$5.21	$597.96
14	Attemus	$592.75		$5.21	$597.96
15	Capps	$592.75		$5.21	$597.96
16	Wooten	$592.75		$5.21	$597.96
17	Buenrostro	$559.20		$4.92	$564.12
18	Crawford	$579.21		$5.09	$584.30
19	Grethum	$579.21		$5.09	$584.30
20	Boundtree	$592.75		$5.21	$597.96
21	Webber	$592.75		$5.21	$597.96

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: January 1, 2025 - December 31, 2025

CHART 2 – PRIOR RENT INCREASES

Complete this Chart 2 for all prior rent increases imposed on any regulated space in the Park. Use the following abbreviations for the type of rent increase (Column C).

- AI: Annual Increase under CMC Section 9.050.080
- MNOI: MNOI Rent Increase under CMC Sections 9.05.100 and 9.05.110
- MNOI-R: MNOI Rent Increase based on Adjustment to Base Year NOI under CMC Sections 9.05.100 and 9.05.110
- FR: Fair Return Rent Increase under CMC Section 9.05.100 and 9.05.100
- CI: Capital Improvement Rent Increase under CMC Section 9.05.090
- VI-A: Vacancy Increase under CMC Section 9.08.070(A)(1)
- VI-B: Vacancy Increase under CMC Section 9.08.070(B)(1)
- EI: Increase following expiration or termination of exempt long-term lease or other rental agreement under CMC Section 9.05.020(1) and Civil Code Section 798.17

Space No.	Homeowner	(A) Effective Date of Last Rent Increase	(B) Dollar Amount of Last Rent Increase Imposed (per month)	(C) Type of Last Rent Increase Imposed	(D) Methodology Used to Determine Last Rent Increase Imposed (e.g., If based on City approval, state date of approval and Resolution No.; if based on other methodology, explain methodology used. Attach additional sheets as needed.)

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 – Dec. 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
22	Chavarria	$592.75	0.88%	$5.21	$597.96
23	Letwinch	$592.75		$5.21	$597.96
24	Martin	$592.75		$5.21	$597.96
25	Cox	$592.75		$5.21	$597.96
26	Sweet	$592.75		$5.21	$597.96
27	Gomez	$606.48		$5.34	$611.82
28	Cummings	$606.48		$5.34	$611.82
29	Bowes	$592.75		$5.21	$597.96
30	Sollars	$592.75		$5.21	$597.96
31	Ferguson	$592.75		$5.21	$597.96
32	Herrera	$592.75		$5.21	$597.96
33	Maldonado	$592.75		$5.21	$597.96
34	Zander	$592.75		$5.21	$597.96
35	McCabe	$592.75		$5.21	$597.96
38	Alvantar	$579.21		$5.09	$584.30
39	Terry	$592.75		$5.21	$597.96
40	Grove	$579.21		$5.09	$584.30
41	Ventura	$592.75		$5.21	$597.96
42	Chavez	$592.75		$5.21	$597.96
43	Smith	$592.75		$5.21	$597.96
44	Hutchinson	$592.75		$5.21	$597.96

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan. 1, 2025 - Dec 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
45	Cundieff	$592.75	0.88%	$5.21	$597.96
46	Hendrickson	$606.48		$5.34	$611.82
47	Florez	$592.75		$5.21	$597.96
48	Carruthers	$592.75		$5.21	$597.96
49	Bruster	$592.75		$5.21	$597.96
50	Vanvacter	$592.75		$5.21	$597.96
52	Rohr	$592.75		$5.21	$597.96
53	Unruh	$592.75		$5.21	$597.96
55	Shea	$592.75		$5.21	$597.96
56	Clarke	$592.75		$5.21	$597.96
57	Knox	$592.05		$5.21	$597.26
58	Engeheben	$592.05		$5.21	$597.26
59	McWhorter	$592.05		$5.21	$597.26
60	Pendergraft	$592.05		$5.21	$597.26
61	Smith	$592.05		$5.21	$597.26
62	Saldecke	$592.05		$5.21	$597.26
63	Franco	$592.05		$5.21	$597.26
64	Rodriguez	$592.05		$5.21	$597.26
65	Rainey	$579.00		$5.09	$584.09
66	Montross	$592.05		$5.21	$597.26
67	Luilhotte	$570.42		$5.01	$575.43

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec. 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
68	Sanchez	$592.75	0.88%	$5.21	$597.96
69	Bright	$579.86		$5.10	$584.96
70	Vit	$592.75		$5.21	$597.96
71	Ward	$592.75		$5.21	$597.96
72	Bishop	$592.75		$5.21	$597.96
73	Abrego	$592.75		$5.21	$597.96
74	Raum	$592.75		$5.21	$597.96
75	Hawkins	$592.75		$5.21	$597.96
76	Webster	$592.75		$5.21	$597.96
78	Mize	$592.75		$5.21	$597.96
79	Garcia	$592.75		$5.21	$597.96
80	Fredrickson	$592.75		$5.21	$597.96
82	Delgado	$592.75		$5.21	$597.96
83	French	$592.75		$5.21	$597.96
84	Delgado	$592.75		$5.21	$597.96
85	Ditta	$606.48		$5.34	$611.82
86	Perez	$606.48		$5.34	$611.82
87	Webb	$592.75		$5.21	$597.96
88	Donnelly	$592.75		$5.21	$597.96
90	Lee	$583.88		$5.13	$589.01
91	Hudson	$592.75		$5.21	$597.96

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City of Calimesa

Mobile Home Park Rent Schedule Statement

for Filing Period of: Jan 1, 2025 - Dec 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
92	Smith	$592.75	0.88%	$5.21	$597.96
93	Searcy	$592.75		$5.21	$597.96
94	Johnson	$579.21		$5.09	$584.30
95	Morrill	$579.21		$5.09	$584.30
96	Carpio	$592.75		$5.21	$597.96
97	Drawbolt	$592.75		$5.21	$597.96
98	Hendrix	$592.75		$5.21	$597.96
99	Martinez	$592.75		$5.21	$597.96
100	Dickinson	$592.75		$5.21	$597.96
101	Downs	$592.75		$5.21	$597.96
102	Sellers	$592.75		$5.21	$597.96
103	Walker	$606.48		$5.34	$611.82
104	Fender	$606.48		$5.34	$611.82
105	Hastings	$592.75		$5.21	$597.96
106	Reinicke	$592.75		$5.21	$597.96
107	Gordon	$592.75		$5.21	$597.96
108	Moreno	$592.75		$5.21	$597.96
109	Vahl	$592.75		$5.21	$597.96
110	Rodriguez	$592.75		$5.21	$597.96
111	Mariscal	$592.75		$5.21	$597.96
112	Opliger	$579.21		$5.09	$584.30

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City of Calimesa

Mobile Home Park Rent Schedule Statement

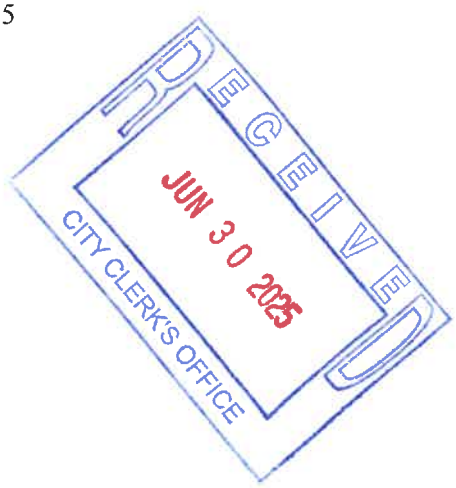
for Filing Period of: Jan 1, 2025 - Dec. 31, 2025

CHART 1 – ANNUAL INCREASE CALCULATION

Space No.	Homeowner	(A) Current Base Rent	(B) CPI Increase Factor Used	(C) Proposed Annual Increase (AxB=C)	(D) New Proposed Monthly Rent (A+C=D)
113	Buckman	$546.37	0.88%	$4.80	$551.17
114	Silva	$592.75		$5.21	$597.96
115	Hale	$592.75		$5.21	$597.96
116	Mosso	$592.75		$5.21	$597.96
117	Harris	$592.75		$5.21	$597.96
118	Leeper	$592.75		$5.21	$597.96
119	Schulz	$592.75		$5.21	$597.96
120	Newlan	$592.75		$5.21	$597.96
121	Miller	$606.48		$5.34	$611.82
122	Davis	$606.48		$5.34	$611.82
123	Acosta	$592.75		$5.21	$597.96
124	Donenfeld	$592.75		$5.21	$597.96
125	Bottinhouse	$592.75		$5.21	$597.96
127	Browning	$592.75		$5.21	$597.96
128	Lazo	$592.75		$5.21	$597.96
129	Isaak	$592.75		$5.21	$597.96
130	Jeske	$579.21		$5.09	$584.30

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Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815



June 25, 2025

VIA OVERNIGHT MAIL

Calimesa Mobilehome Rent Stabilization Board
c/o Mr. Will Kolbow
City of Calimesa, City Manager
908 Park Ave
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Mr. Kolbow,

This letter is in response to your incomplete letter of May 8, 2025 on behalf of the City of Calimesa regarding the pending rent increase petitions for California Mobile Estates. The responses are set forth in the order and numbering of the City's letter. I have enclosed seven copies of the additional documents produced, along with a thumb drive that has an electronic copy. The paper copies of the photographs are printed in black and white. However, the electronic copy are in color.

Prior to addressing the incomplete items, there are some clarifications and corrections necessary regarding the amount of the requested increases, as certain corrections apparently were not reflected in the submission. The increases requested are as follows:

A. Street Project Increase: $49.05 per month, per space for 15 years based on a project cost of $646,453 (unchanged)
B. Park Lighting Increase: $2.44 per month, per space for 15 years ($57,160.59 total principle and interest/15 years/12 months/130 spaces)
C. Pool and Spa Improvements: $4.80 (112,374.05 total principle and interest/15 years/12 months/130 spaces)
D. Clubhouse and Roof Replacement $9.13 (284,790.43/20 years/12 months/130 spaces)

Regarding the pool and spa, the requested amount mistakenly omitted the pool contract in the amount of $31,185. I copy of the invoice for the pool contract is provided as Supplemental

Document 1 ("SD1") pp. 1-2) These corrections will hopefully address any questions regarding how the rent increases were calculated.

It is difficult to respond to the City's incomplete letter because, in many cases, the questions do not seem to address or consider materials already submitted. For example, we provided information regarding the health and safety concerns that were necessary to be addressed as to each of the improvements. The City's incomplete letter nonetheless asks the park owner to provide a detailed explanation of the health and safety concerns without addressing what additional information is needed or why the information provided is not sufficient. We will do our best to provide the City additional information where available, but if we do not have specific requests, we can only guess what additional information the City needs.

Regarding the items in the incomplete letter:

1. Copies of all Documents demonstrating that the resident meetings took place and votes took place for all four claimed capital projects, including notice of meeting, proof of service of notice, the ballots and the election results.

We have attached a copy of the survey letter and ballot for pool and spa expenses, a copy of the survey letter and ballot form sent to the residents for road and street improvements, lighting improvements and the renovation of the clubhouse, along with a tally of the vote counts for all of the capital improvements. (See SD1 8.1-8.6)

Resident meetings were held October 18 and 19, 2023. A copy of the notice along with a proof of service prepared for the notice is enclosed as SD1 pp. 3-4, We have also provided correspondence related to the meetings and vote. (See SD1 pp 5-7)

2. Status of Space 36 --- As of the date of this letter, this is a park owned space and thus not subject to the rent increase.
3. Regarding annual CPI rent increases: They have been given as follows: June 2022 – 6.32% ; June 2024 6.0%; June 2024 - 3.55%; June 2025 - .88%.

4. Financial Documentation Regarding Costs of Improvements:

The City is requesting information regarding the "source" of funds. It is unclear how this is relevant and unnecessarily impinges on the financial privacy of the park owner. The Ordinance does not authorize such inquiries. It authorizes requesting "invoices, billings, checks . . . and all other records demonstrating . . . the specific work performed, and the cost of such work." (9.05.090(G)(2)) We have provided checks showing what was paid for the work.

With this submission we are providing check records that show the date the payments were posted for all three projects completed by Petitioner. (See SD pp. 9-14) There were no loans to document. It is unclear what other information could be relevant for the purposes of the Ordinance. Whether the funds ultimately came from personal savings, other investments or even a gift, the park owner is entitled to recover the cost plus interest. If there is proof the improvements were made and they were paid for in the amounts claimed, why does the City need bank deposits and ledger records?

Street Repairs

Park owner has previously provided Attachment C-1 which consists of an invoice from Bostic for road work described on the invoice in the amount of $646,453, as well as a paid check in the same amount. Petitioner submits the Bostic contract/estimate with this package. (See SD1 pp. 15) This should be sufficient to document the expense.

Pool and Spa Project

Park owner includes a pool and spa project in the amount of $63397.50. Attachment C-3 includes a very detailed invoice for the spa contract in that amount. (Pg. C3-12-18) As noted above, we have provided the pool contract in the amount of $31,185 mistakenly left out of the prior submission. (SD 1 pp. 1-2) Also previously submitted were checks in the amount of $20,000 (C3-20) and $12,212.50 (C3-21) As noted above, we are submitted evidence of cleared checks with this submission, including three checks for the pool and spa project totaling $63,397.50. (See SD pp. 9-11)

Park Lighting Project

The claimed cost of this project is $23,340. Included in Attachment C-2 is an invoice from Kwon Construction in exactly that amount. (C2-1) In addition, we have evidence of a check in the amount of $8,340 (C2-2) and a paid check for $12,000 (C2-4) These two payments total the amount of the invoice, $32,248. We are presenting evidence these checks were paid with this submission. (See SD1 pp. 13-14)

Clubhouse/Roof Remodel:

These improvements were completed by the prior owner, Laura Ballentine in 2023, immediately before the park was sold to Petitioner. They were effectively paid for by Petitioner because the purchase price reflected the fact that the improvements had been completed. There is a summary of the expenditures in previously submitted Attachment C4, on pages 72-73. It shows a total of $234,277.10 of expenditures. Petitioner seeks recovery of only $136,736.

We do not have complete records, but the previously submitted attachment C-4 contained substantial evidence of payments made by prior owner and we are submitting photographic evidence with this letter showing the work completed in June 2023. For example, if you examine pages C4-20 to 30, it shows evidence of payment of $67,165 to Sexton

Construction, summarized on page C4-30. For July 2023, there is a separate contract for $55,850 shown as paid to Sexton (See C4-33-36). There is evidence of numerous payments to Rymer Construction. For example, Rymer bills are noted as paid in the amounts of $350 (CR-75), $5050.00 (C4-82), $2250 (C4-83), $1500 (C4-84). Rymer has provided a letter dated January 2025 in which he confirmed his labor was paid for by the prior owner, who also directly paid for the materials. (See SD1 pp 16) There are numerous bills for materials used in the project, including amounts of $833.63 (C4-53), 453.99 (C4-54) $671.59 (C4-55), $782.89 (C4-56), $316.85 (C4-57), $167.01 (C4-58), $1025.33 (C4-59), $1057.47 (C4-60), $590.66 (C4-61), $316.97 (C4-62) $474.14 (C4-63), $497.32 (C4-64), $587.24 (C4-65), $543.05 (C4-66). These materials total $8,318.14. There are bills marked as paid for Bruce Bray for $8700 (CR-87), $1,000 (CR 88).

These documented items alone show evidence of payments that exceed $150,000. Of course, there is evidence of much more paid, including materials for Bray. The current owner does not have the checks because the work was paid for by the prior owner, but there is no doubt the work was paid for and completed, which is the crucial issue. The owner chose to only seek an increase based on $136,000 in expenditures to, in part, avoid any question that the amount sought was actually spent.

5. State the Rate of Interest Included in the Cost of Financing

The Rate of Interest for each project selected was 8.5 percent, as set forth in Attachment B submitted with the Application. This rate was selected utilizing the formula mandated by the Ordinance. We have updated and corrected the calculations in this letter.

6. Identity of Seller

The seller was California Mobile Estates, LLC, whose principal is Laura Ballentine.

7. Grant Deed Transferring Title from prior owner

We are submitting a copy of the grant deed with this submission, showing title transfer September 15, 2023 (SP1 p. 17-19)

8. Project Information

Street Project:

a) Permits – No permit was required for this project

a) (Second Section a) All of the streets in the Park were repaved so a chart is superfluous. However, a Site Plan showing the work is submitted with this

letter. (SP1 p. 69) In addition, we are providing a copy of the Bostic proposal which provides more detail regarding the project, as noted above. (See SD pp. 15)

b) Health and Safety: This information was already provided with the initial submission. (Attachment A) The roads were full of cracks and holes. (See holes shown in photographs) They could result in damage to vehicles and were a trip hazard for pedestrians. The Administrative Rules (Section 10.6 (B)) give road replacement as an example of an improvement needed for health and safety.

c) Before and After Photos: These are enclosed in SP1 pp. 39-47

d) Cancelled Checks: These were already provided in previously submitted Attachment C-1. We have also submitted posted copies of the check with this submission. (SP1 p. 12)

e) The Park Owner is identified in the Petition. The Park Owner owned the Park at the time of construction of the improvements. Note that the check was written from the current park owner's account, located in Mountain View, California. We have also supplied a grant deed, as noted above.

f) N/A as Petitioner owned the Park.

Park Lighting Project

a) Permits No Permits were required for this project. (No electrical connection required for solar lights)

b) Site Plan As indicated in the contract/invoice, the lights were installed throughout the Park. We have prepared site plans which show the locations of the five working street lights at the time of purchase and of the 25 new solar lights. (SP1 61-62)

c) Health and Safety Needs -- This information was already provided with the initial submission. (Attachment A) The health and safety concerns are relatively obvious. Lack of visibility can lead to the risk of physical injury, a risk complained about by residents. In addition, the absence of adequate lighting can increase the risk of criminal activity, leading to a risk of injury to persons or the risk of loss or damage to property. There were multiple safety complaints regarding lack of adequate lighting, as already submitted, See pages D1-1, D1-2, D1-3, D1-6, D1-8.

d) Describe the type and condition of the Park's lighting that existed prior to the install -- As noted, there were previously only 5 working lights throughout the park, providing insufficient light. Petitioner added 25 street lights.

e) Photos We are supplying examples of the 25 street lights installed throughout the park. (See SP1 36-38)

f) Checks- Park owner supplied proof of payment in Attachment C-2. We have submitted evidence the two checks cleared with this submission (SP1 13-14)

g) The contract provided shows the work was completed in 2024 after the current owner took title (and the contract and check supplied indicate the current owner)

h) N/A

Pool and Spa Project

a) Page C3-5 Unfortunately, the page we have received from the contractor is from a photograph that is difficult to read. We have printed a version somewhat easier to read. (SP1 63) The page contains only technical information regarding the requirements for pumps. We are providing additional information with this submission including permitting information relating to constructing a new enclosure around the pool, consistent with current safety standards. (SP1 62-64) We are also providing additional information regarding health and safety enforcement relating to the pool. (SP1 65-68)

b) Health and Safety -- Our original submission discussed the health and safety reasons for the pool and spa expenses. See Attachment A, regarding question 26. We provided evidence of HCD enforcement activity with the Petition and provide additional information referenced above. For example, we have an email and inspection report regarding the pool and spa for August/September of 2024 from Octavio Gonzolez of County Department of Environmental Health. Among the tasks it requires for health and safety concerns are replacing pool tiles with slip resistant tiles, the addition of recirculation equipment, adding a new hand real, replacing flowmeter.

We also provided a copy of the HCD violation regarding the spa. When the HCD representative came to discuss the violation, it was discussed that the "dirt" was actually hard water staining, the spa was 50 years old and

there was a leak under the spa. The HCD health inspector Heime advised Petitioner that the spa needed to be replaced and the leak fixed. Heime returned to confirm whether the repairs were being done in approximately May of 2024 and was advised the park owner was waiting for permits for the repair. Mr. Wang can be available to testify regarding these matters if necessary.

In addition, the Park received multiple complaints from residents about the "dirty" jacuzzi, claiming it was not usable and asking for a refund of rent as a result. (See, e.g. D1- 2, 6, 8) As noted above, this was not a matter of dirt, but rather hard water staining from the age of the jacuzzi, which was past its useful life.

c) Photos - We are submitting before and after photos with this letter. (See SP1 20-25)
d) Evidence of Payment -- We previously provided copies of checks showing payment. This was included in Attachment C-3 (See pages 20 and 21) We are providing documentation of payment of the actual cost of this project in the amount of $63,397.50 (SP1 9-11)

e) Ownership At Construction -- As the records in Attachment C-3 demonstrate, the work was completed in mid to late 2024, well after the current owner took title in September 2023. (See Grant Deed, SP1 17-19) In addition, the checks show the work was paid for by the current owner.
f) N/A
g) Amortization Period -- Attachment A states the correct factual information regarding the useful life. As noted, elements of the project have useful lives of 7, 10 and 15 years. However, Petitioner chose to utilize a longer 15 year amortization to reduce the monthly cost to residents. Petitioner has no objection to the City using a 10 year amortization period.

Clubhouse and Roof Improvements

a) No permits were required. The work to renovate consisted of replacing sinks, toilets, flooring and countertops. The roof was coated to prevent leaks, not completely replaced, so no permits were required. The office area was expanded without removing bearing walls or other activity requiring a permit.

b) There are no site plans or diagrams that were created during or before the performance of the work. However, Petitioner has created diagrams for the purpose of responding to the City's inquiry. (See SP1 70-72)

c) The health and safety concerns were addressed in attachment A. Please review the response to question 26. The leaking roof presented obvious health and safety concerns to residents and risk of damage to property. Bathroom urinals, toilets and sinks were replaced to be compliant with ADA requirements, which are designed to minimize the risk of injury. Additional explanation included in subsection d, where the work is described.

d) The charts located at SP1 70-72 show where the work was completed. There is no itemization of costs other than the numerous records already provided in Attachment C-4, which breaks down numerous items with contracts, invoices and receipts. In addition, as previously noted, there is a detailed project breakdown of clubhouse improvements at C4 72-73 for a total of $234,277.10 in expenditures, which substantially exceeds the requested rent increase.

All walls and ceiling inside the clubhouse main area were completely repainted. The walls of the clubhouse were originally painted in 1969 with lead-based paint. Up until 1978 lead base was used but outlawed in 1978. The best practice for lead paint is to paint over it, rather than to try and remove it.

All light fixtures remain the same. Old lenses were removed. 2-In faux wood mini blinds were installed on the west side of the building facing the pool area.
All flooring in the clubhouse was replaced with new flooring by Bruce Bray. The clubhouse flooring was installed in 1969. It was 8x8 white vinyl composition tiles, which, at that time, were commonly made with asbestos. The flooring that was put down over that tile covers it all up and encapsulates it. That was the recommendation of the health department and building and safety.

Construction of new office area included filling in two existing doorways one with a window. Another one towards the front entry with a door 36 in wide. No permit was needed for either one of these areas because of the existing framing was already there and the hole was only filled in to accommodate a door and a window. The new office was necessary because of ADA compliance as the old office could not accommodate 60 in of free space for a wheelchair to do a complete 180. It also only had a 48-in high countertop bar style area to write checks on or speak to people. This is not ADA compliant for anyone to use the old office they would have to wheel in forward and then wheel out backwards not being able to turn their wheelchair around. The new office

is 100% ADA compliant with a low threshold entryway. A 36-in door more than 60 in of space to do a complete 180 of the wheelchair in front of both desk areas.

All cabinet doors in the kitchen were removed sanded repainted the inside of the cabinets were painted the outside of the cabinets were also painted doors were reinstalled with new hardware hinges and poles. New ceiling panel grids were installed on the overhead lighting. Fluorescent lights remain the same. Kitchen counters were completely removed and replaced with a quartz countertops. Kitchen counter backsplashes were tiled with tile. A new kitchen sink was reinstalled with a new faucet new ABS drain and existing garbage disposal. Angle stops were changed under the kitchen sink no other plumbing was altered. All walls in the kitchen were painted.

In both the men's and the women's bathroom the existing urinals and toilets were removed and replaced with new ADA compliant fixtures. The walls behind both the toilets and the urinal areas were covered with FRP waterproof coating the wall above in the bathrooms has wooden wains coating. The bathroom cabinets were sanded completely repainted inside and out new knobs and hinges installed. The sinks were removed in both bathrooms the countertops were recoated with a resin surfacing product that replicates stone. Two new sinks and faucets in each bathroom were reinstalled with new ABS plastic drains both bathrooms were completely painted all walls and ceiling. Light fixtures were replaced in both bathrooms. New mirrors were installed on the walls in both bathrooms. Tile was installed on the backsplash behind both countertops in the women's bathroom a alcove area was converted into a storage closet with doors and a lock. New lock sets were installed on both bathrooms for safety purposes. toilet paper dispensers were installed in both bathrooms. Handicap grab rails for the toilet areas were reinstalled around each toilet in the men's and the women's new flooring was installed by Bruce Bray flooring in both bathrooms.

e) Canceled checks -- Since the Petitioner was not the owner at the time, this payment information is not available. However, we have submitted extensive evidence that demonstrates the prior owner spent more than the amount requested for these improvements. Of course, the grant deed demonstrates Petitioner paid for the property, including the improvements. In addition, previously submitted pages C4 72-73, received from the prior owner, lists exact amounts paid and the date paid for the clubhouse and roof projects in amounts that exceed the requested rent increase. Petitioner believes this is sufficient evidence of payment.

f) Park owner at time of construction: California Mobile Estates, LLC, whose principal is Laura Ballentine

g) Why Petitioner is entitled to increase: Oddly, the incomplete letter does not ask for any justification for the Petitioner seeking a rent increase for these improvements that were constructed before Petitioner's current ownership, but does ask the question for the improvements constructed during Petitioner's ownership. Thus, we will address the question as to these improvements.

Neither the ordinance nor the administrative rules mandate that the Petitioner seeking a capital improvement rent increase be the party that paid for the capital improvements. These improvements were completed just before the property was sold and their useful life certainly continues into the new ownership. While Petitioner did not directly pay for the improvements, the purchase price reflected the value of these improvements and the residents certainly benefit from the construction of these improvements.

If the prior owner had submitted a petition, the payments would have continued through the new ownership, as they were constructed within the last five years. There is no provision for terminating capital improvement rent increase payments on a sale or transfer of the park. This makes sense for two important reasons. First, the new owner has paid for these improvements when purchasing the park. Second, regulated rents should be linked to the level of service the tenants received, not who paid for the service.

Section 9.05.090A of the Ordinance specifies the capital improvement increase shall be approved if the five requirements that follow are met. None of these specify the Petitioner must have been the party to pay for the improvements. Section 9.05.090C specifies the process and requirements for approval where a majority of residents do not approve. Again, there is no mention of a requirement that the Petitioner is the party that paid for the improvements. Subsection F specifies the Petition will establish " . . . the capital improvement was made . . ." but, again, does not specify the Petitioner must be the party that made the improvements or directly paid for their construction. Likewise, the administrative rules do not require that the Petitioner is required to be the party that constructed the improvements. Rule 10.5 specifies that the petitioner shall provide documentary evidence of the actual cost. It does not specify the petitioner must be the party that incurred the cost. No such requirement is specified in the administrative rules.

For the foregoing reasons, Petitioner is entitled to a capital improvement rent increase for the clubhouse and roof improvements that substantially benefited the residents.

With this submission, we hope the Petitions will be deemed complete. Thank you for your careful consideration of this matter.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA

ARROWHEAD
POOL SERVICE & REPAIR INC.

P.O. BOX 159
Highland, CA 92346 US
+19093625890
arrowheadpoolservice@gmail.com

Invoice 86997

DATE	PLEASE PAY	DUE DATE
12/16/2024	$31,185.00	12/31/2024

BILL TO
ATTN: CATHY
CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA STREET
CALIMESA, CA 92320

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP
CRAIG

DESCRIPTION	QTY	RATE	AMOUNT
December 2024			
THE FOLLOWING IS THE INVOICE TO STRIP THE POOL OF PLASTER,TILE, AND FIBERGLASS COATING. REMOVED AND REPLACED THE TWO POOL SKIMMERS, INSTALLED NEW WATERLINE TILE, TRIM TILE, BREAKPOINT LINE, 3-BEND POOL ENTRY HANDRAIL, GRABRAILS AT DEEP END, SPLIT MAIN DRAIN, INSTALLED INGROUND WATER AUTOFILL DEVICE, DEPTH MARKERS IN DECK ABOVE THE WATERLINE DEPTH MARKERS, AND INSTALL WHITE PEBBLE FINISH PLASTER:			
HYDRO-BLAST PLASTER & FIBERGLASS STRIP OF POOL	120	25.00	3,000.00
-REMOVE AND REPLACE SKIMMERS			
LABOR AND INSTALLATION MATERIALS	2	1,750.00	3,500.00
TILE AROUND WATERLINE OF BODY OF WATER KAK305 ROYAL BLUE	130	20.00	2,600.00
TILE IN SEATS AND STEPS	26	18.00	468.00
BREAKPOINT TILE BY FOOT NON-SKID	20	20.00	400.00
-ENTRY HANDRAIL			
3-BEND HANDRAIL DECK TO POOL FLOOR	1	335.00	335.00
HANDRAIL ANCHOR SOCKET 3" BRASS	2	40.00	80.00
HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL	2	9.00	18.00
LABOR AND INSTALLATION MATERIALS	1	275.00	275.00
-GRABRAILS AT DEEP END WITH NEW WALL STEPS			
S.R. SMITH GRAB RAIL FIG 4 COMMERCIAL (PAIR)	1	795.00	795.00
HANDRAIL ANCHOR SOCKET 3" BRASS	4	40.00	160.00
HANDRAIL ESCUTCHEON (ANCHOR COVER) STAINLESS STEEL	4	9.00	36.00

SD1-1

DESCRIPTION	QTY	RATE	AMOUNT
WALL STEPS WHITE PVC (PLASTER STYLE) 3-PAK	1	50.00	50.00
LABOR AND INSTALLATION MATERIALS	1	550.00	550.00
-SPLIT MAINDRAIN FROM ONE DRAIN TO TWO SPLIT MAIN DRAIN INTO TWO DRAINS	1	700.00	700.00
-INSTALL INGROUND WATERFILL SYSTEM MP WATER AUTOFILL	1	105.00	105.00
LABOR AND INSTALLATION MATERIALS	1	750.00	750.00
-DECK DEPTH MARKERS (NON SKID)			
TILE DEPTH MARKER ?FT AB FP NON-SKID	14	15.00	210.00
TILE D/M INT NO DIVING SYMBOL AB FP	12	21.00	252.00
LABOR AND INSTALLATION MATERIALS	1	780.00	780.00
AQUASTAR 10" WHITE DRAIN COVER WITH MUD RING	2	55.00	110.00
RETURN EYES FOR RE-PLASTER 1"X1.5"	4	9.00	36.00
TILE DEPTH MARKERS 6" X 6". WATERLINE	14	10.00	140.00
-			
PERIMETER FEET OF PEBBLESCAPE (ASTUTO WHITE)	120	125.00	15,000.00
NOTE: THIS FINISH WILL LAST 25+ YEARS COMPARED TO REGULAR WHITE CRYSTAL PLASTER WHICH WILL LAST 8-10 YEARS. WHITE CRYSTAL PLASTER PRICE IS LOWER THAN PEBBLESCAPE FINISH. IN THE PEBBLE-SCAPE FINISH THE ASTUTO COLOR FINISH IS REQUIRED BY RIVERSIDE COUNTY HEALTH DEPT.			
-			
WARRANTY: WARRANTY ON ANY SURFACE DELAMINATING IS THREE (3) YEARS FROM DATE OF POOL START-UP. NO WARRANTY ON PLASTER FINISH COLOR STAINING. 1-YEAR WARRANTY ON PLUMBING THAT WAS REPLACED AT TIME OF REMODEL.			
NOTE: IF ANY UNFORESEEN UNDERGROUND PROBLEMS OR ISSUES ARISE YOU WILL BE NOTIFIED AND PRICE ADJUSTMENTS WILL BE MADE.			
-			
PERMITS COSTS FOR RIV. HEALTH DEPT			
RIVERSIDE CO. PLAN CHECK PERMIT FOR HEALTH DEPT. REQUIREMENTS.	1	525.00	525.00
EMERGENCY PHONE NUMBERS SIGN 12X18" (REQUIRED)	2	35.00	70.00
PENTAIR SKIMMER LID AND TEMP GUAGE	2	120.00	240.00

TOTAL DUE $31,185.00

THANK YOU.

SD1-2

Exhibit A

Californian Mobile Home Estates

950 California Street

Calimesa, Ca

Meeting Notice for 10/18/2023 and 10/19/2023

Place: Clubhouse of the Park

Time: 10/18/2023 from 6:30 p.m. to 7:30 p.m. 10/19/2023 from 9:30 a.m. to 10:30 a.m.

Subject: Capital improvement projects, potential increase of space rent or charges and general Park operation

Recommendation for attending: You are encouraged to come to one of the two meetings with space 1 to space 65 on 10/18/2023 and space 66 to space 130 on 10/19/2023. However, you can switch the time of attending if it will be better for you. The content of the both meetings will be identical.

Proof of Service

I, Katherine Dittes, state:

I am over the age of 18 and employed as a manager of Californian Mobile Home Estates and held that position during all of October, 2023. In my capacity as manager, I caused the notice attached as Exhibit A to be served on all park residents on or about October 10, 2023. For most of the spaces, the notices were clipped to boxes on the side of the residents homes which are customarily used for receiving park related communications. As to spaces, 48, 60, 73 and 94, the notices were mailed by USPS to the address customarily utilized by the residents of those spaces for receiving park related communications.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 13, 2025

Katherine Dittes
Katherine Dittes

Katherine Dittes
Signature

SDI-4

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

1. The cost of repaving the road throughout the park is estimated around $634,860. The proposal is the cost will be amortized over 15 years with interest rate of 7.5%.
2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Dear Residents:

We had two meetings in the clubhouse on Oct 18th and Oct 19th, 2023. Here is the summary of our meetings. The new ownership objective for managing the park will be to provide good services to all residents and enhance the park so all people are benefited as a result.

1. Every homeowner in the park will vote on capital improvements pass through. If you did not attend the meetings, you will find a ballot and an envelope delivered to your homesite. Please review and vote for the proposal that we made using the envelope that is addressed to the city manager. You can also turn in your vote into the office and we will send it out to the city. Please put your space number and sign your name at the bottom of the ballet. There is only one vote per space.
2. If you rent the mobile home from the park, you are not eligible to vote.
3. If we have 50% plus eligible voter approval on these projects, the pass through will take place after all projects are completed but no earlier than January 1st, 2025 upon a 90-day notice for the adjustment.
4. The length of the capital improvements will be as follows: The item numbers 1 & 2 will end in 15 years from the day it first starts. For item number 3, this will end 20 years from the day it first starts.
5. If you have questions, please come to office and our manager will try to help you.

There were multiple questions raised during these two meetings with residents. This will be summarized below.

1. Why were the utilities upgrade done?

The utilities upgrades were done to replace the aged gas and electrical system for the park. It enhances health and safety of the park and helps to prevent the unexpected interruption of these vital services. The total cost is estimated at least $1,700,00.00. If the park had to pay for these upgrades, you would have been looking at the cost per space to be

around $140 per space for 15 years that would have been added as surcharge or space assessment.

2. Does the Park have to pay some part of the upgrade?

   We are trying to figure out the portion that park is responsible for paying. The cost for common areas will be the responsibility of the park. Once we know, we will discuss it further.

3. Did the work trucks and equipment cause damage to the road of the park?

   The utilities upgrade project started around Oct 2022. The work crew has dug out trenches and holes to bury the utility lines and necessary underground parts. For the most part, the work crew has repaired and restored the areas that they worked on. However, the majority of the road deterioration was caused by wear and tear throughout the years, in addition to the weather and the vehicle traffic. The major problems have to do with the garbage trucks that service the community. Due to the size of our park, not allowing garbage trucks coming into the park is not a good option.

4. Do we try to work out the repair of the road with the utility's Providers?

   We have already attempted this negotiation process but the outlook is less than promising.

5. When will Edison be connecting their meters in order for their process to be completed?

   We are trying to get a time frame and will let you know once it is confirmed.

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

SD1-8.1

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes X No _____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes X No _____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes _____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# [redacted] Name: [redacted]

Signature: [redacted]

SD1 - 8.2

Pool and Spa upgrade ballot

Dear Residents:

Space # **Names:**

According to the health inspector of Riverside County, both the pool and spa needed upgrades to comply with health and safety regulations and requirements. As a result, we have completed the spa and the pool upgrades. The following is the cost breakdown for both projects:

1. Pool - $41,212
2. Spa - $29,000

Total Cost: $78,280

The estimated useful life of both projects should be 15 years with an interest rate of 5.5%. If you vote for approval, your share of capital improvement will be $4.91 per month for the next 15 years. It includes interest payments of 6% of the life of amortization.

If you do not approve these capital improvements, the park will likely petition the city to pass through for the costs referred to above. Please cast your vote and either place it in the drop box at the office or bring your ballot into the office. We appreciate your vote and please let us know if you have any questions. Thank you!!

Californian Mobile Home Estates

SDI-8.3

Voting Results

Tally of Votes Regarding Proposed Capital Improvements

Street Repairs Yes: 2 No: 69

New Lighting Project Yes: 9 No: 62

Clubhouse and Roof Yes: 1 No: 70

SD1 - 8.4

Californian Mobile Home Estates

Voting ballot for pool and spa capital improvement projects

Space Number: **Name:**

_____ Yes. I approve the pool improvement project

_____ No. I do not approve of the pool improvement project

_____ Yes. I approve the spa improvement project

_____ No. I do not approve of the spa improvement project

Please Note: **We count only one vote per space in the park.**

SD1-8.5

Californian Mobile Home Estates

950 California St.

Calimesa, CA 92320

Pool and Spa Voting Surveys

YES- 11

NO- 34

No Name and Space- 8 (not counted in vote)

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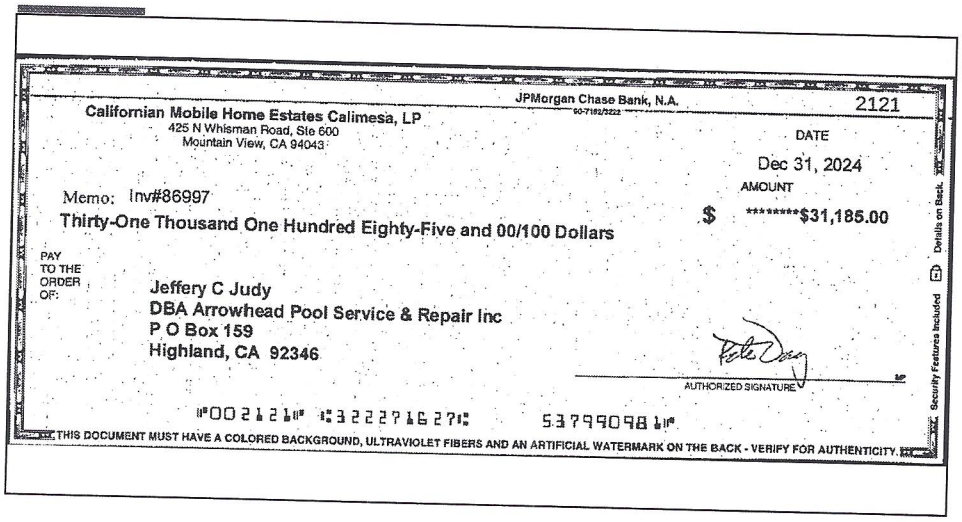
Check Details

Total: **$31,185.00**

Post date: Jan 14, 2025

Check #: 2121

Front Back



Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

JPMorgan Chase Bank, N.A.
60-7182/3222

2121

DATE
Dec 31, 2024

AMOUNT
$ ********$31,185.00

Memo: Inv#86997

Thirty-One Thousand One Hundred Eighty-Five and 00/100 Dollars

PAY TO THE ORDER OF:
Jeffery C Judy
DBA Arrowhead Pool Service & Repair Inc
P O Box 159
Highland, CA 92346

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈002121⑈ ⑆322271627⑆ 537990981⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

JPMorgan Chase Bank, N.A. Member FDIC

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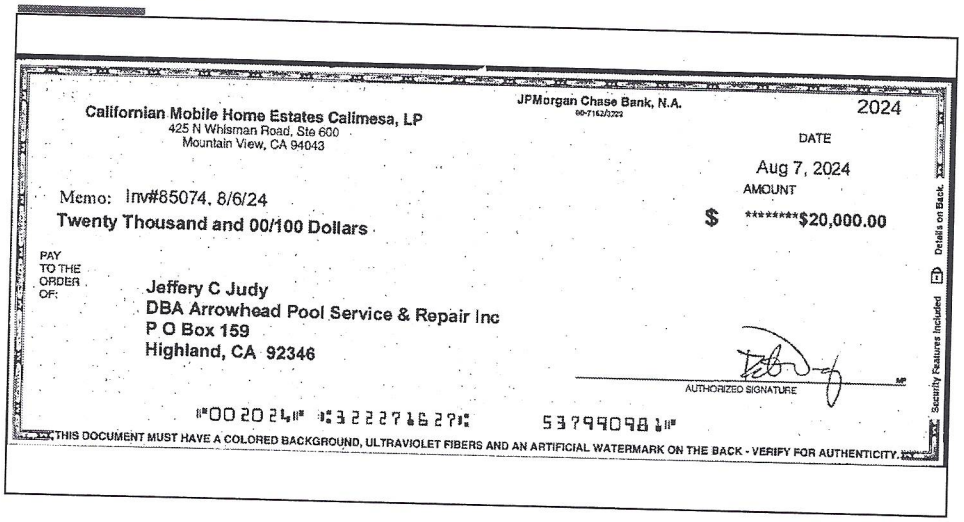
Check Details

Total: **$20,000.00**

Post date: Aug 15, 2024

Check #: 2024

Front Back



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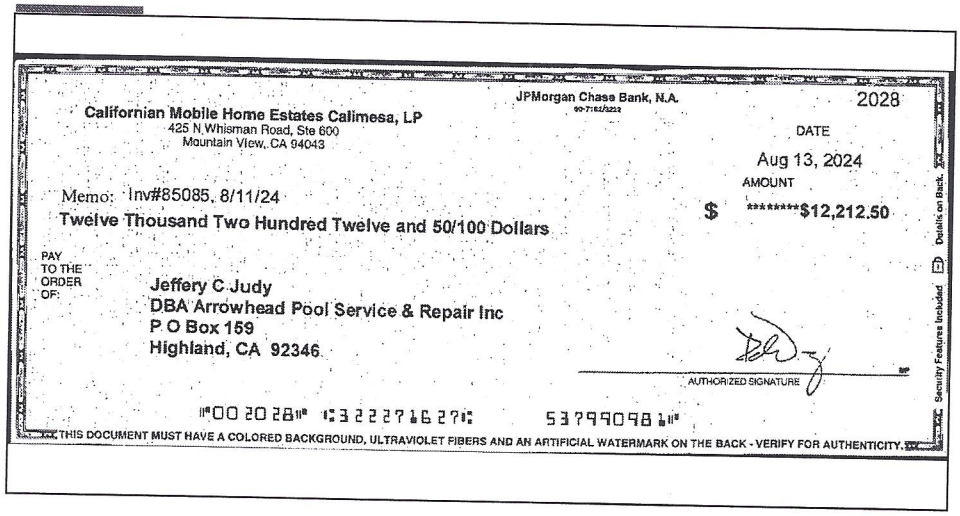
Check Details

Total: **$12,212.50**

Post date: Sep 03, 2024

Check #: 2028

Front Back



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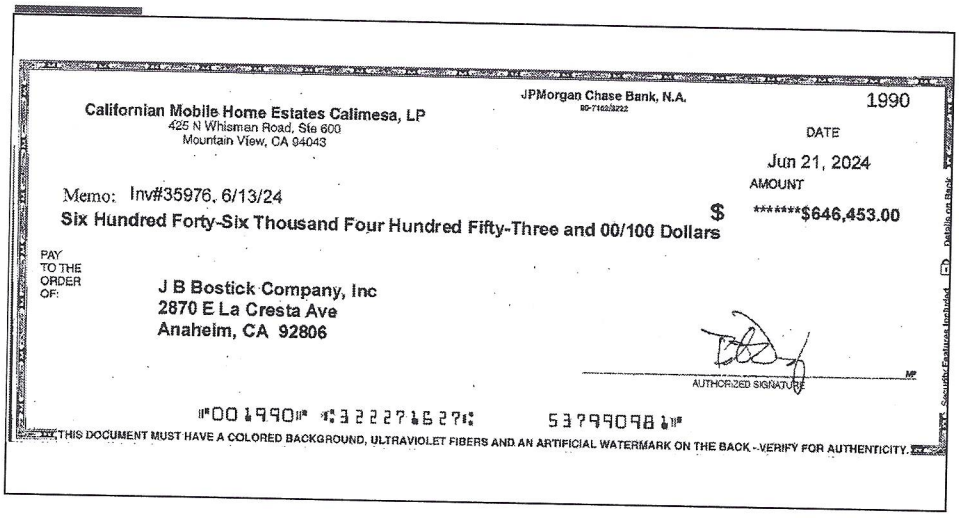
Check Details

Total: **$646,453.00**

Post date: Jun 26, 2024

Check #: 1990

Front Back



Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

JPMorgan Chase Bank, N.A.

1990

DATE
Jun 21, 2024

AMOUNT
$ *******$646,453.00

Memo: Inv#35976, 6/13/24

Six Hundred Forty-Six Thousand Four Hundred Fifty-Three and 00/100 Dollars

PAY TO THE ORDER OF:
J B Bostick Company, Inc
2870 E La Cresta Ave
Anaheim, CA 92806

AUTHORIZED SIGNATURE

⑈001990⑈ ⑆322271627⑆ 537990981⑈

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Security Features Included

JPMorgan Chase Bank, N.A. Member FDIC

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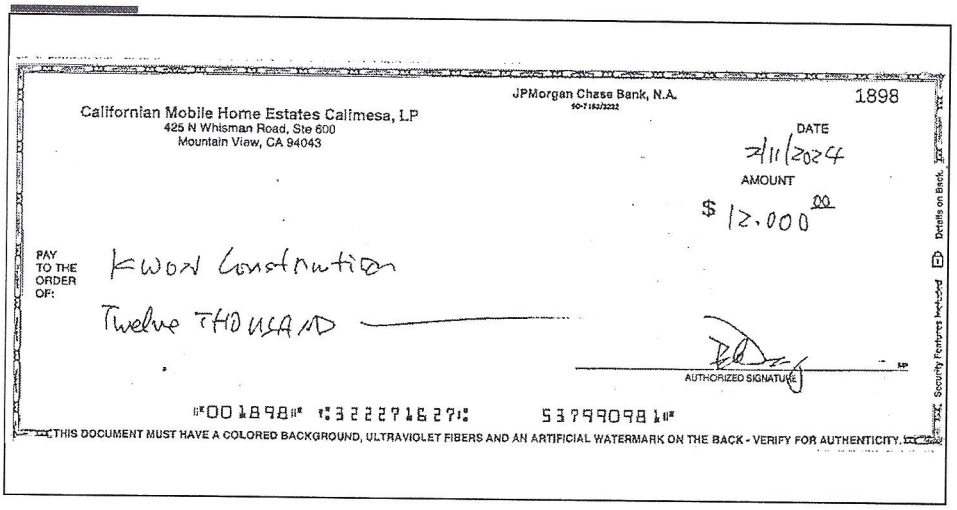
Check Details

Total: **$12,000.00**

Post date: Feb 12, 2024

Check #: 1898

Front Back



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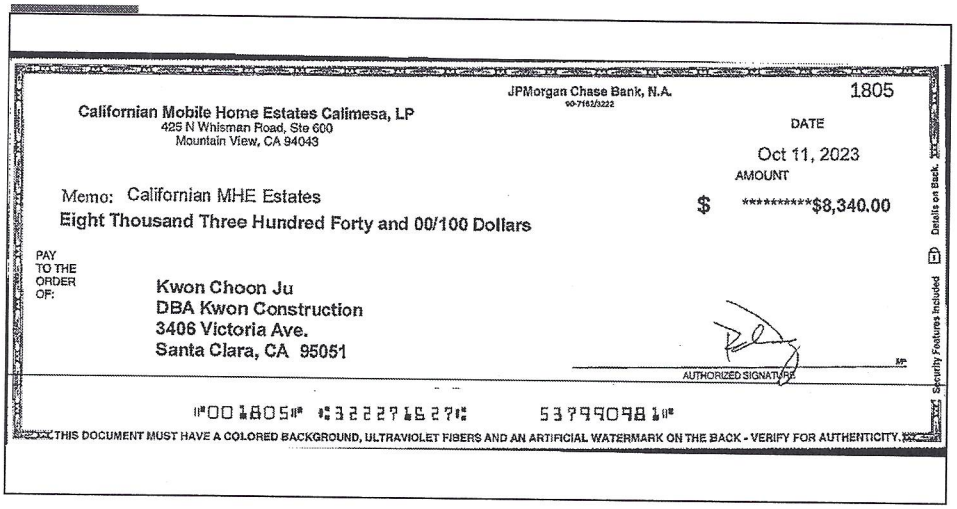
Check Details

Total: **$8,340.00**

Post date: Oct 30, 2023

Check #: 1805

Front Back



JPMorgan Chase Bank, N.A.
90-7162/3222

1805

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
Oct 11, 2023

AMOUNT
$ **********$8,340.00

Memo: Californian MHE Estates

Eight Thousand Three Hundred Forty and 00/100 Dollars

PAY TO THE ORDER OF:
Kwon Choon Ju
DBA Kwon Construction
3406 Victoria Ave.
Santa Clara, CA 95051

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈001805⑈ ⑆322271627⑆ 537990981⑈

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JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

JB BOSTICK COMPANY

Estimate / Contract

ASPHALT PAVING CONTRACTORS LICENSE #341573

2870 EAST LA CRESTA, ANAHEIM, CALIFORNIA 92806
Telephone: (714) 238-2121, (800) 246-PAVE Fax: (714) 238-2142

Date	Proposal #	Estimator
3/8/2024	26808-1	Dave

Bid To	Job Address
Peter Wang 425 North Whisman Road, #600 Mountain View, CA 94043 (650) 969-4860 wang01pete@aol.com	The Californian MHP 950 California St. Calimesa, CA

Description	Total
REVISED PROPOSAL - Asphalt SF price to remain the same - Prices good through June 2024	
CONCRETE FLOWLINE 1. Barricade work area with delineators and caution tape as needed. 2. Remove and dispose of existing asphalt. 3. Haul away all spoils at legal and local dumpsite. 4. Set forms and pour 560 x 3' concrete to create new flowline.	28,453.00
ASPHALT REPLACEMENT: TWO MOVES 1. Remove and haul away approx. 169,383 SF of existing asphalt. 2. Grade and pave approx. 45,135 SF with 4" of asphalt and approx. 124,248 SF with 3" asphalt. 3. Stripe back to original layout, supply and install (24) new wheel stops.	614,400.00
ASPHALT SPEEDBUMPS - $600.00 Each 1. Barricade work area with delineators and caution tape as needed. 2. Clean existing asphalt surface as needed with hand brooms and blowers. 3. Apply tack coat to ensure proper bonding with new asphalt. 4. Pave (6) new speedbumps with 3" maximum height of Hot Mix Asphalt.	3,600.00
SEAL COATING: ONE MOVE 6 – 12 months after paving 1. Clean existing asphalt of miscellaneous dirt & debris. 2. All large movable objects are to be moved by customer prior to our arrival. 3. Apply ONE coat of Guardtop or equal to approx. 169,383 SF of new asphalt. 4. Restripe parking stalls and restencil back to original layout.	20,460.00
Thank you for considering our company for your asphalt repair program.	**Total** $666,913.00

paid

PAYMENT TERMS:
- Payment due upon completion.
- Excludes permits and/or permit fees.
- Prices good for (30) days of submittal.
- By signing this Estimate/Contract, I/ We accept the JB Bostick Co., Inc. terms and conditions, listed seperately.

Estimator Signature

Accepting Signature: Date: 4/5/2024

January 29, 2025

To whom it may concern:

Starting in the second half of 2023, I was hired by Laura Ballentine to begin remodeling work for Californian Mobile Home Estates located in Calimesa. Before starting the remodeling, we went through the planning and design process. The objectives were to modernize the aged clubhouse and office facilities.

After we finalized the design, I began the remodel and was able to complete the project near the end of 2023. I am a general contractor, and I am licensed by the State of California. The materials were paid for by Laura Ballentine and I earned my money by providing the labor for the work contracted for me to do.

Sincerely,

John K. Rymer
Rymer Construction Lic # 746380

John Rymer

SDI-16

RECORDING REQUESTED BY:
TICOR TITLE COMPANY

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

CALIFORNIAN MOBILE HOME ESTATES CALIMESA
425 N. WHISMAN ROAD, NO. 600
MOUNTAIN VIEW, CA 94043

APN: 410-120-018, 410-100-015, AND 410-100-024
TITLE ORDER NO.: 00954501
ESCROW NO.: 22315791-JC

DOC # 2023-0285293
09/27/2023 10:32 AM Fees: $17.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: ALEJANDRA#1032

DTT Approved by: MG

THIS SPACE FOR RECORDER'S USE ONLY

TRA 022-031

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: $10,450.00 County**
XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason: _____
___ Unincorporated area X City of CALIMESA, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFORNIA MOBILE ESTATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
HEREBY GRANT(S) to CALIFORNIAN MOBILE HOME ESTATES CALIMESA, LP, A CALIFORNIA LIMITED PARTNERSHIP

All that real property situated in the City of CALIMESA, County of RIVERSIDE, State of California, described as:
EXACT LEGAL DESCRIPTION AS PER EXHIBIT "A," ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF
Commonly Known As: 950 CALIFORNIA, CALIMESA, CA 92320

September 15, 2023

CALIFORNIA MOBILE ESTATES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
By: _____, Manager
LAURA BALLANTYNE, MANAGER
LAURA BALLANTYNE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA
COUNTY OF Los Angeles
On 9/21/2023, before me, Joyce A Clark-Douthit, a Notary Public
personally appeared Laura Ballantyne

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

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

WITNESS my hand and official seal.

SIGNATURE _____ (SEAL)

JOYCE A. CLARK-DOUTHIT
COMM. # 2356662
NOTARY PUBLIC · CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES MAY 7, 2025

MAIL TAX STATEMENT TO ADDRESS AS SHOWN ABOVE

SD1 - 17

RECORDING REQUESTED BY:
TICOR TITLE COMPANY

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

CALIFORNIAN MOBILE HOME ESTATES CALIMESA
425 N. WHISMAN ROAD, NO. 600
MOUNTAIN VIEW, CA 94043

APN: 410-120-018, 410-100-015, AND 410-100-024
TITLE ORDER NO.: 00954501
ESCROW NO.: 22315791-JC

TRA 022-031

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: $10,450.00 County**
XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason: _____
___ Unincorporated area X City of CALIMESA, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFORNIA MOBILE ESTATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
HEREBY GRANT(S) to CALIFORNIAN MOBILE HOME ESTATES CALIMESA, LP, A CALIFORNIA LIMITED PARTNERSHIP

All that real property situated in the City of CALIMESA, County of RIVERSIDE, State of California, described as:
EXACT LEGAL DESCRIPTION AS PER EXHIBIT "A," ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF
Commonly Known As: 950 CALIFORNIA, CALIMESA, CA 92320

September 15, 2023

CALIFORNIA MOBILE ESTATES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
By: _____, Manager
LAURA BALLANTYNE, MANAGER
LAURA BALLANTYNE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA
COUNTY OF Los Angeles }
On 9/21/2023, before me, Joyce A Clark-Douthit, a Notary Public
personally appeared Laura Ballantyne

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

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

WITNESS my hand and official seal.

SIGNATURE _____ (SEAL)

JOYCE A. CLARK-DOUTHIT
COMM. # 2356662
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES MAY 7, 2025

MAIL TAX STATEMENT TO ADDRESS AS SHOWN ABOVE

SD1-19

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 81 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE SOUTHERLY 5 ACRES OF BLOCK 78 OF SUBDIVISION NO. 7, OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER HAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE EASTERLY 72.57 FEET OF THAT PORTION OF BLOCK 79 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PACE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE ARROYO THROUGH SAID BLOCK, BEING ALL OF SAID BLOCK LYING SOUTHERLY OF A LINE BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK, 67.40 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK;
THENCE SOUTH 60°36'00" WEST, 325.90 FEET;
THENCE SOUTH 79°19'00" WEST, 383.20 FEET TO A POINT IN THE CENTER LINE OF SECOND STREET (FORMERLY THIRD AVENUE).

EXCEPT THOSE PORTIONS DESCRIBED IN THE DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 12, 1984 AS INSTRUMENT NO. 75474 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.

APN: 410-120-018
APN: 410-100-015 AND 410-100-024

SD1 - 19

Pool Before SP1 - 20

B4 – 1



SD1-21

B4-2



SDI-22

Pool After SD1 - 23

After 1



SD1-24

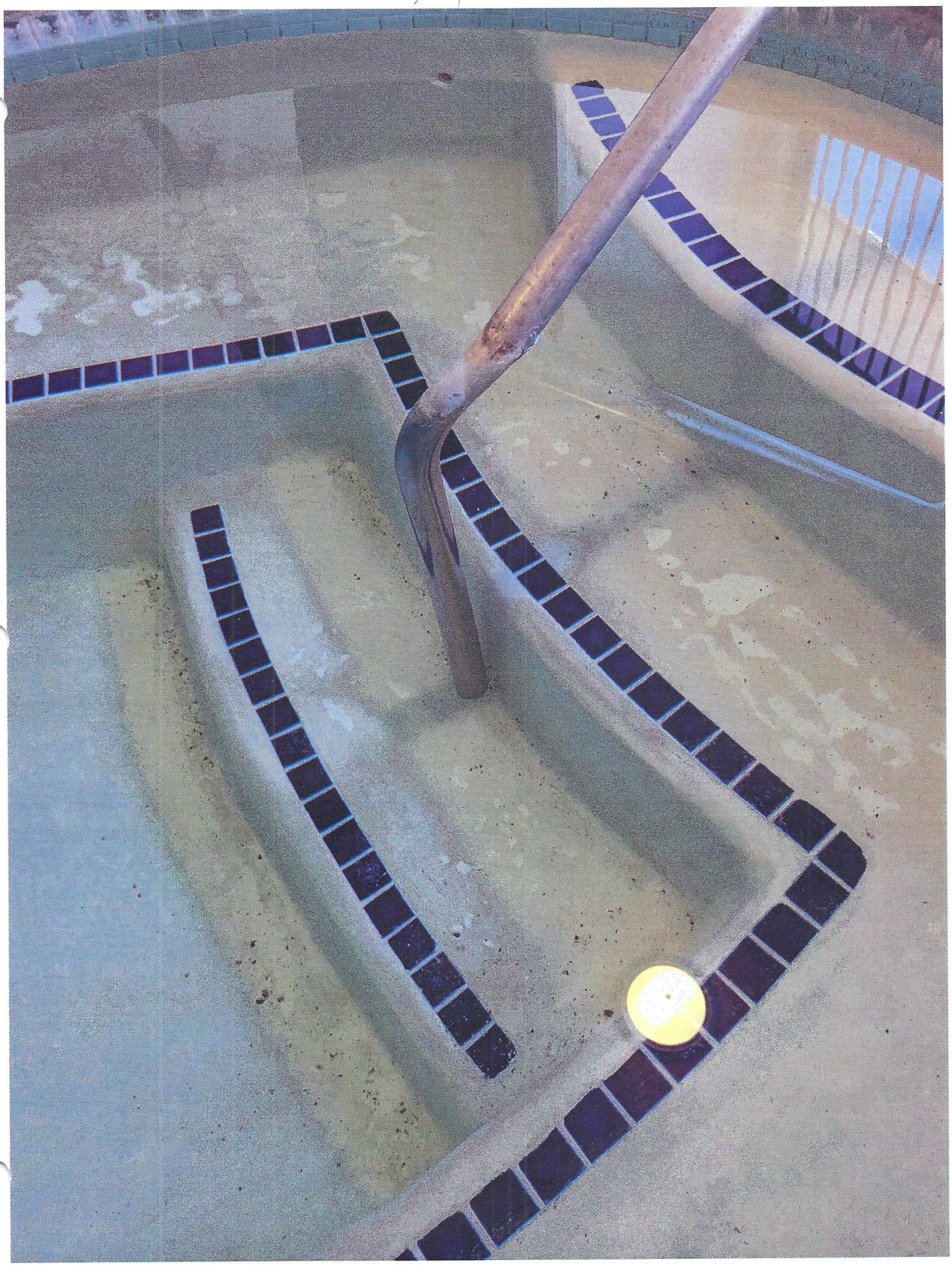
A 2



SD1 - 25

Spa Before SP1 - 26

B4 - 1



SDI -27

B4 - 2



000442

SDI-28

Spa Working Progress SB1 - 29

C 1


PLEASE SHOWER BEFORE ENTERING POOL
LIMIT 10 MINUTES IN POOL
PLEASE HAVE SOMEONE IN ROOM WITH YOU WHILE IN POOL
POOL
CAPACITY
SPA
8
WARNING
NO LIFEGUARD ON DUTY

SD 1 - 30

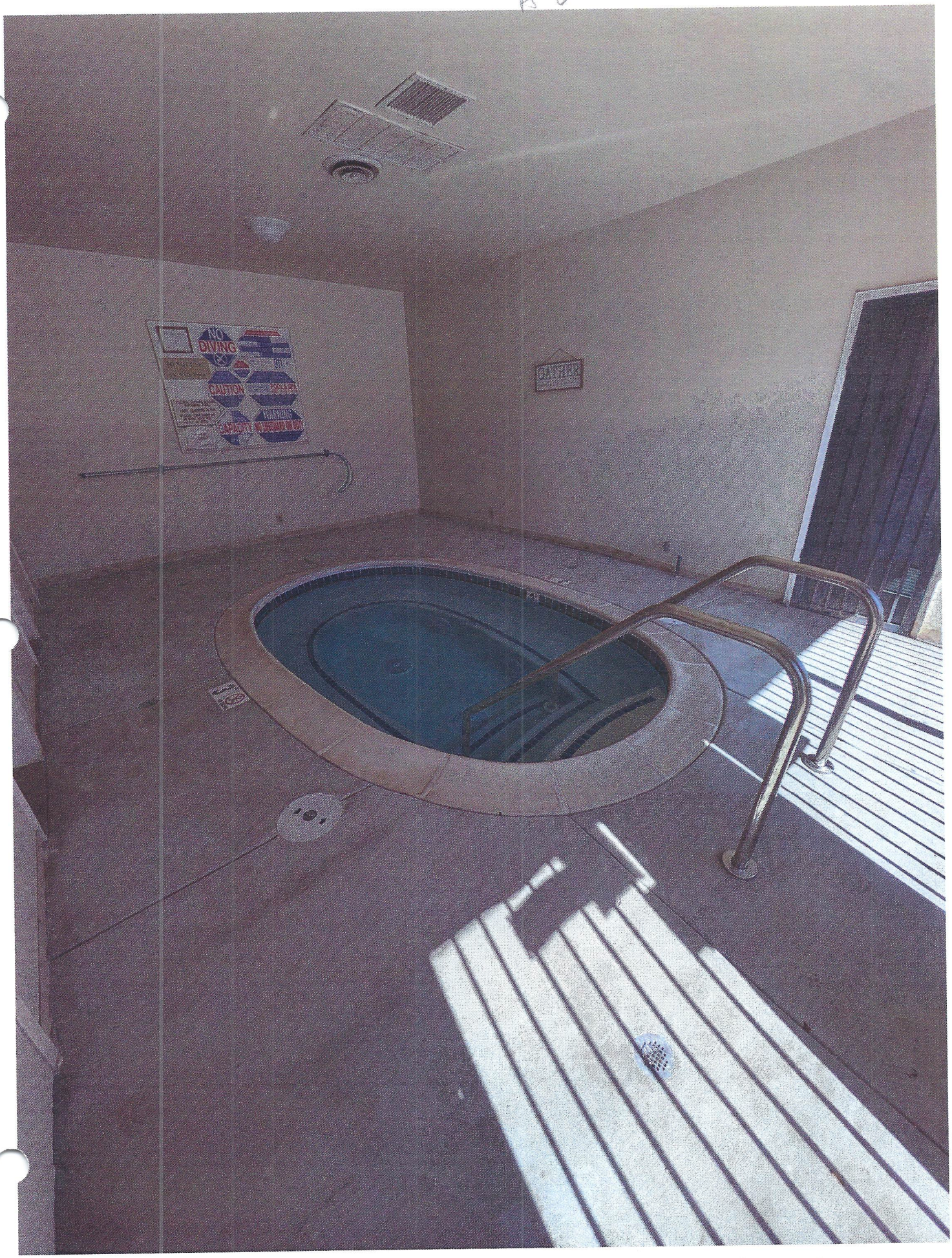
C-2



Spa After SP1 - 32



SD1-33



SD1-34

New Lights Before SB1 - 35

New Street light 1



SD1-36

N 2



SD1-37



SD1-38

Streets Before SD1 - 39

B4-1



SDI-40

B4-3



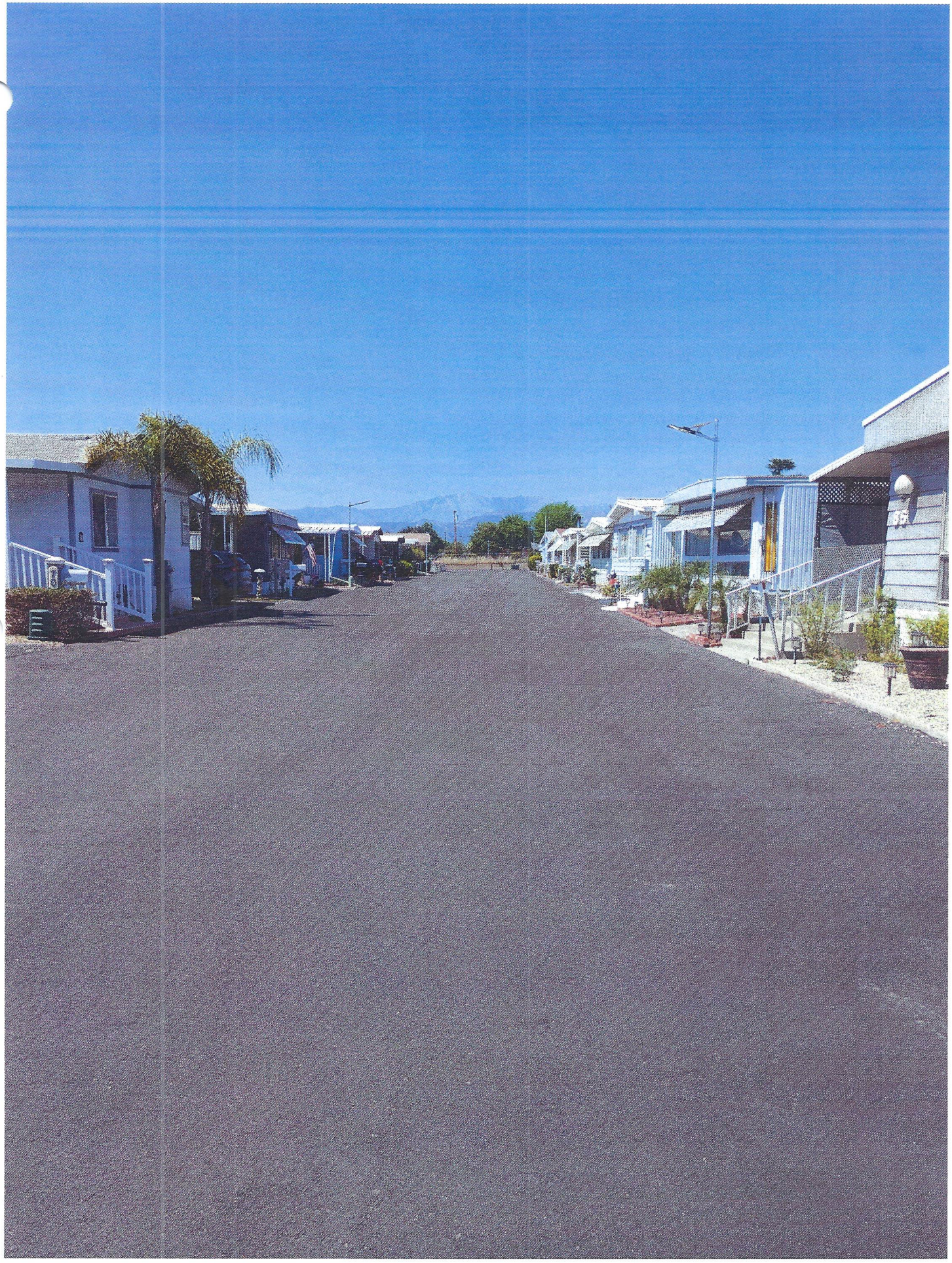
SD1-41

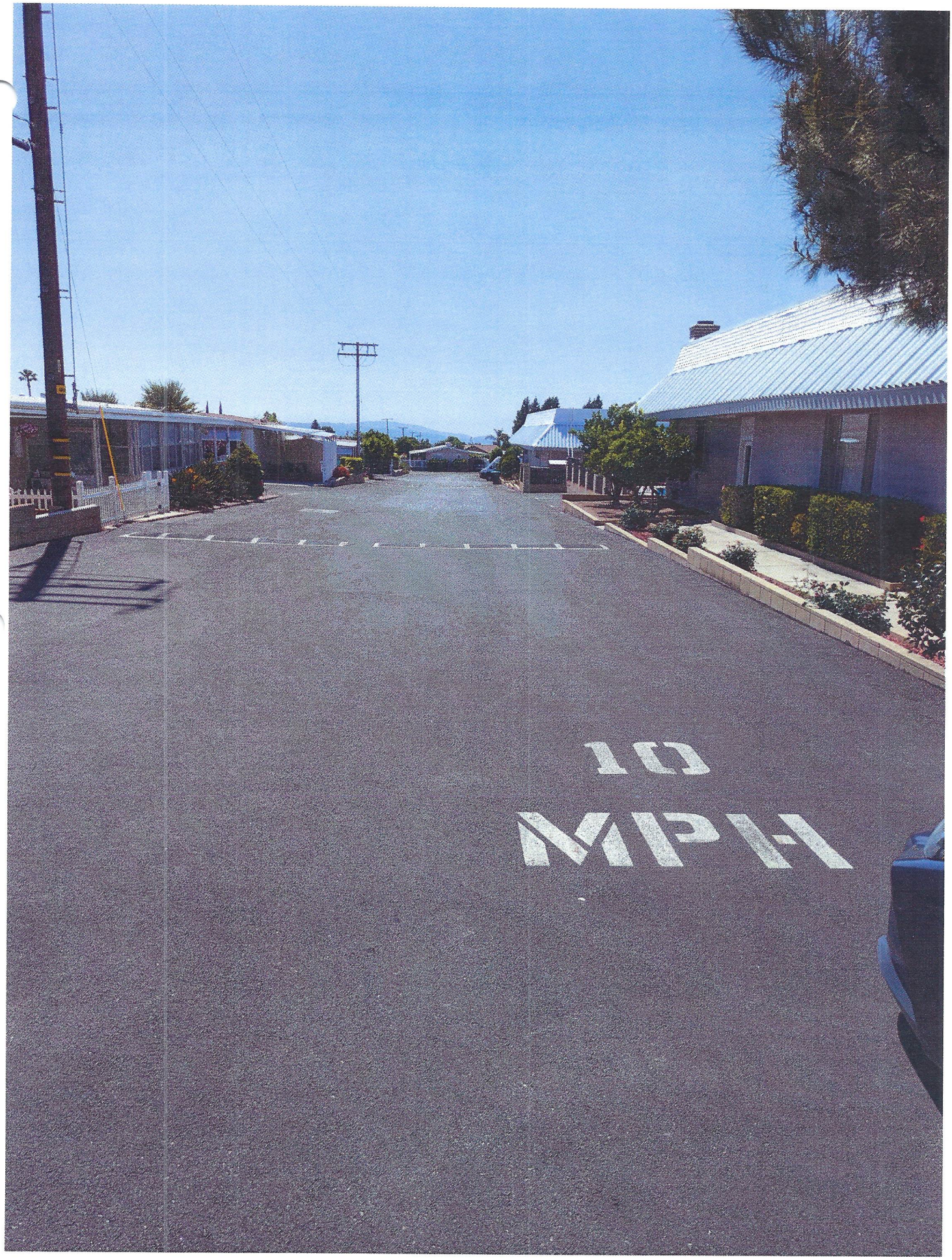
B4-4 & A-4

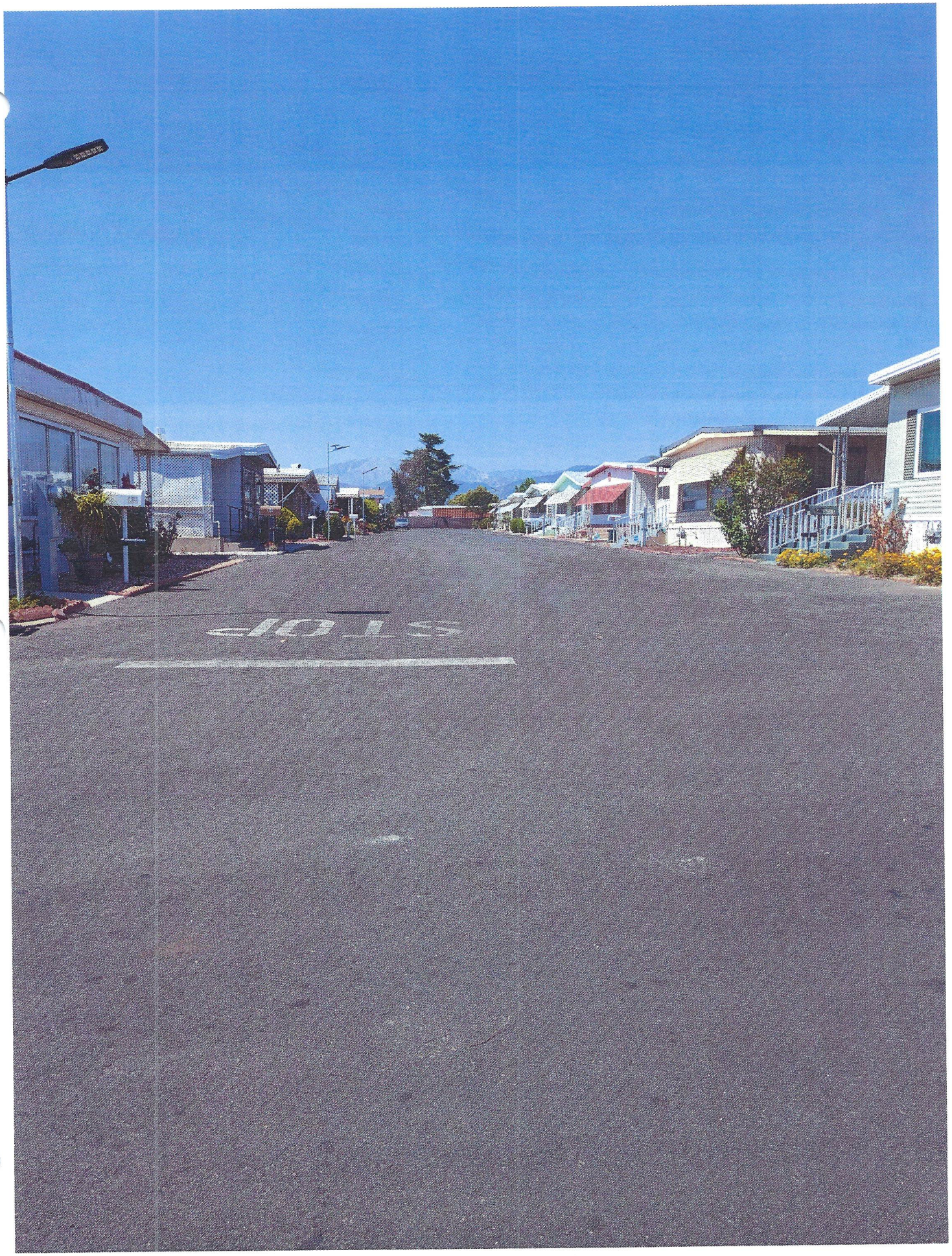


SD1-42

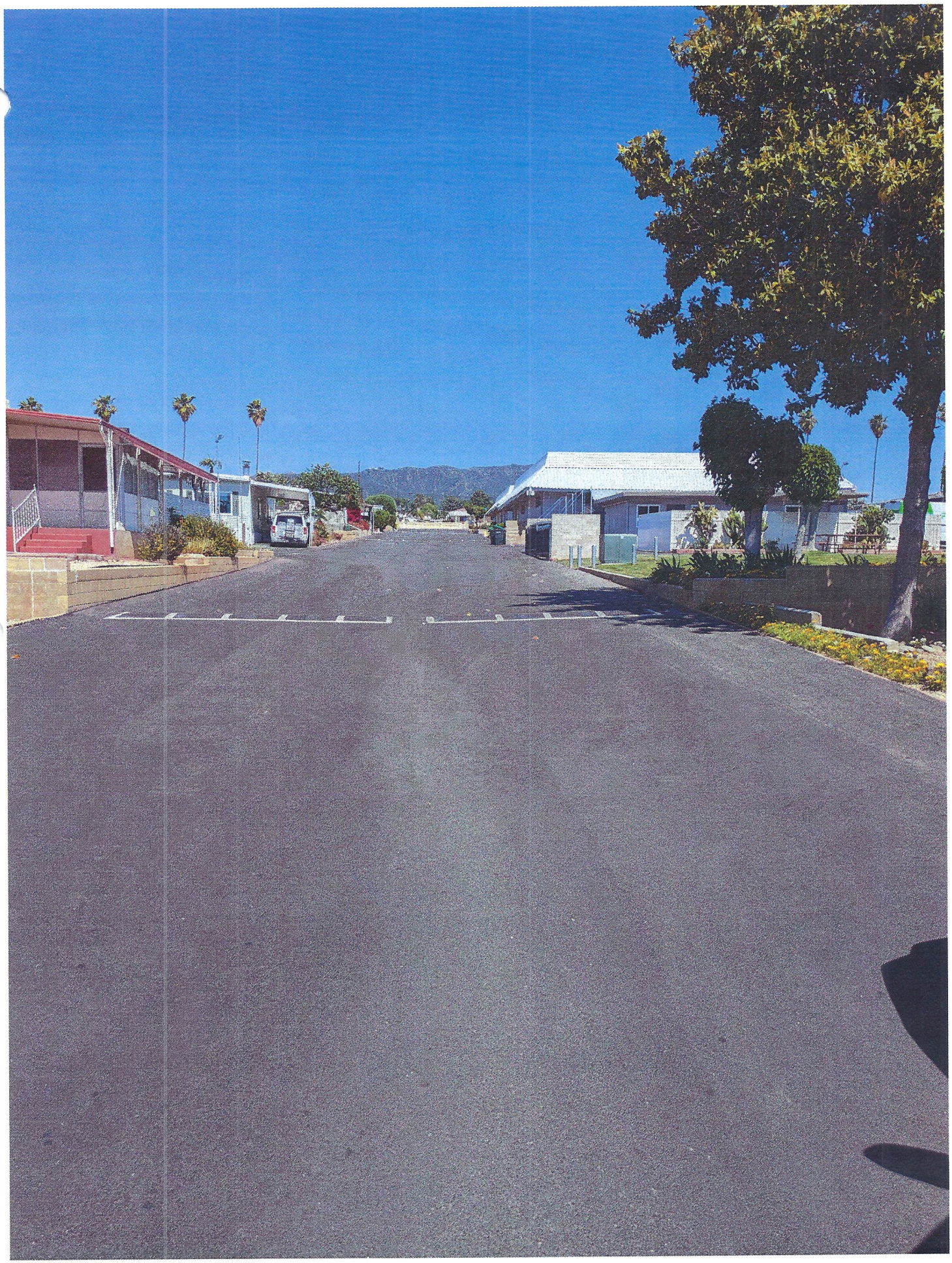
Streets After SP1 - 43




10
MPH



SDI-46



Clubhouse Before SP1 - 48

B 4 - 1



SD1-49

B4-2



SDI-50

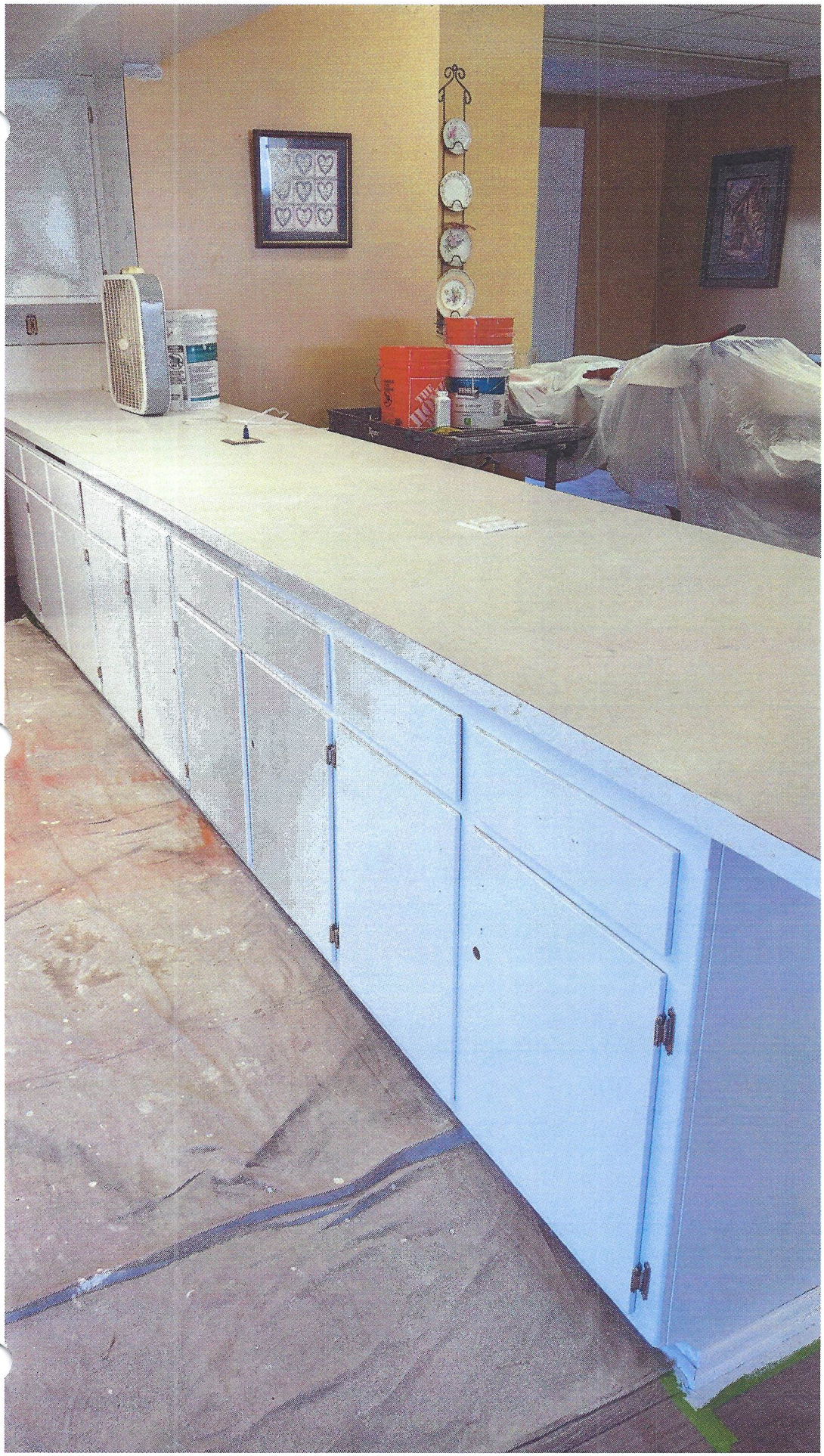
B4-3



SDI-51

Clubhouse In Progress SP1 - 52

Construction - 11



SD1-53

C-2



SDI-54

C4



SD1-55

Clubhouse After SD1 - 56

A 1



A 2



SD1-58

A 3



SD 1-59



SDI-60

Californian MHE

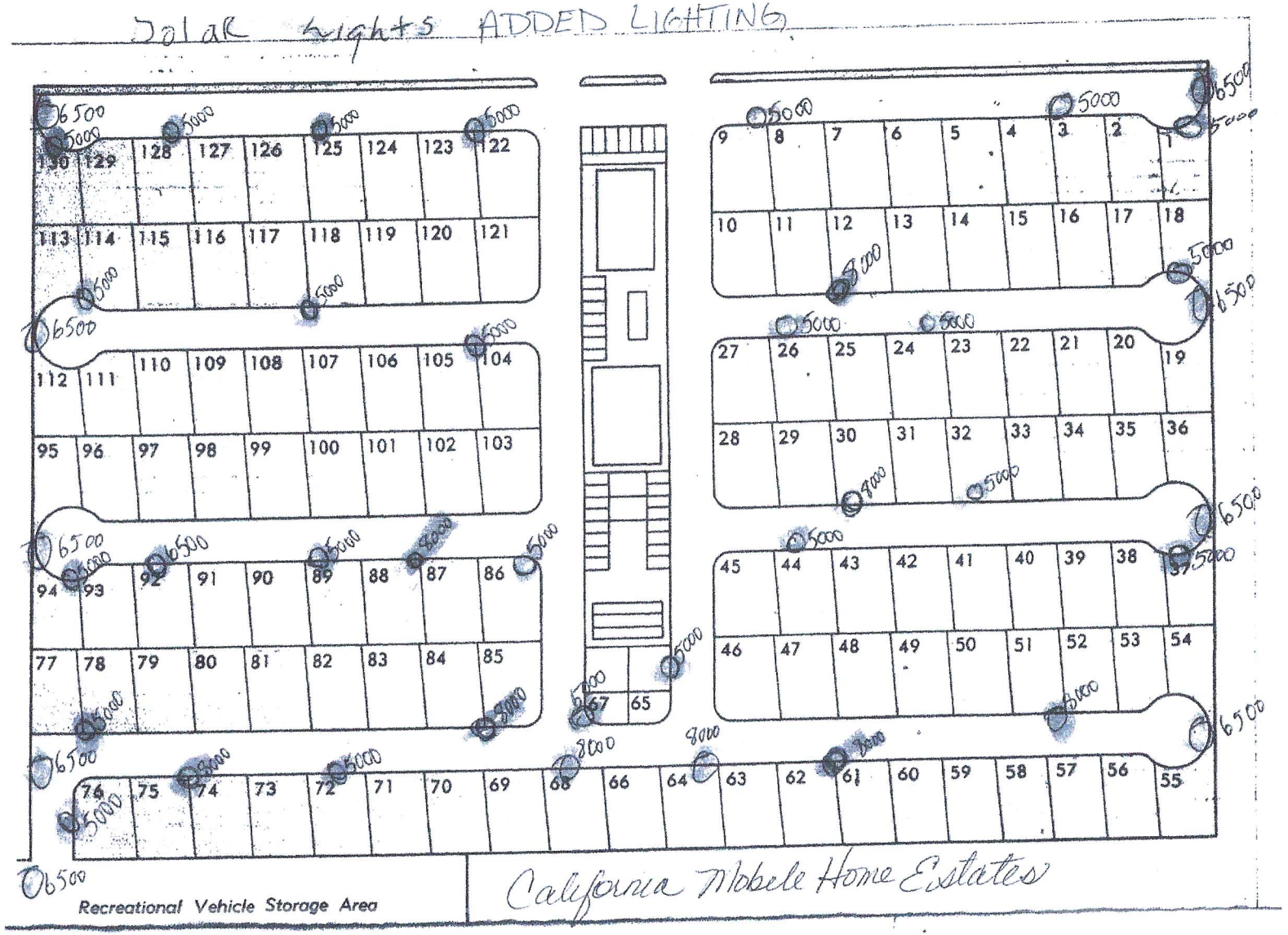
Working Street lights at time of Purchase 10-1-23



SDI-61

000475

Solar lights ADDED LIGHTING



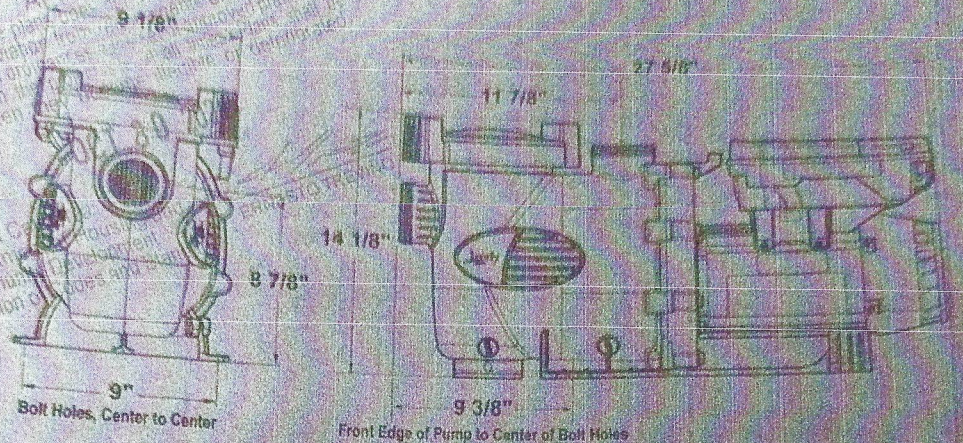
SD1-62

000476

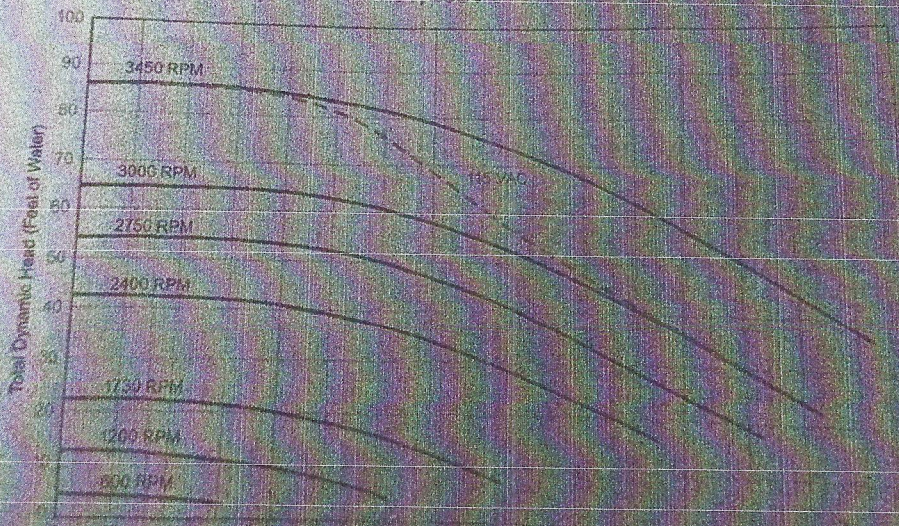
Specifications and Dimensions

Variable-Speed Pumps

Model No.	THP	WEF	Voltage	Watts	Amps	No. Aux. Relays	Auxiliary Relay Rating	Recommended Pipe Size	Carton Weight	Overall Length
VSPHP2780V2A	2.80	7.6 8.0	230 VAC 115 VAC	1,950 W 1,840 W	16.5 16.0	1	16A/120V 8.5A/240V	2"	64 lbs	27 5/8"



VS PlusHP Pump Curves – 115V/230V



000477

SD1-63

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

District of Environmental Services

POOL AND SPA RENOVATION WORKSHEET

Name of Facility: Calimesian HHE PR: 1000715 SR: FP 2368

Site Address: 950 California St City: Calimesa Zip Code: 92320

Contractor: Sexton Construction License #: _____ License Type: _____

Telephone: 951-852-4593 Fax: _____ E-mail: JRSexton53@gmail

Check One: ☐ POOL ☐ SPA ☐ WADER ☐ WATER FEATURE

Scope of Work: (check all that apply)

Include all modifications, upgrades, and additions that will be done during the renovation regardless of whether multiple contractors are performing the work. Please note, the scope of work may require additional plan submittal.

☐ Resurfacing-white plaster	☐ Splitting suction outlets	☐ Solar system installation
☐ Waterline tile	☐ Coping (provide detail)	☒ Fencing (provide fence plans)
☐ Trim tile	☐ Replace surface skimmers	☐ Replace plumbing
☐ Depth markers	☐ Decking	☐ Depth change (e.g. shallow)
☐ Breakline tile @ 4 ½ foot depth	☐ Deck depth markers	☐ Drain covers
☐ Hand rails (provide detail)	☐ Bring equipment out of pit	☐ Pump replacement
☐ Open end exit ladder/grab rails	☐ Equipment addition/change	☐ Other: _____

Replacing old Mod ISD Fencing around pool with New

Ensure new fence has a minimum height of 5 ft. measured from the exterior of the enclosure with no gaps larger than 4 inches. Gates must be self closing/latching with hand activated hardware at a height between 42-44 inches. Fence must be in compliance with all items listed on provided Pool Enclosure Bulletin. Temporary fence must be used during construction to prevent hazard to public.

Pool Information:

Surface Area	Volume	Depth(s)	
_____ sq.ft.	_____ gallons	Min: ____ ft. Max: ____ ft.	Suction Pipe: _____ in. Return Pipe: _____ in. Piping Type: _____

Equipment Information:

☐NEW ☐EXISTING	**Recirculation Pump** Make: _____ Model: _____ HP: _____ Min flow: _____ gpm Max flow: _____ gpm ☐Split Main Drain ☐Unblockable Drain ☐Single Drain + SVRS: _____	**Drain Covers** Make: _____ Model: _____ ☐Floor ☐Wall Max Flow: _____
☐NEW ☐EXISTING ☐N/A	**Jet System Pump** Make: _____ Model: _____ HP: _____ ☐Split Main Drain ☐Unblockable Drain ☐Single Drain + SVRS: _____	**Drain Covers** Make: _____ Model: _____ ☐Floor ☐Wall Max Flow: _____
☐NEW ☐EXISTING	**Filter** Make: _____ Model: _____ Type: _____	Backwash:
☐NEW ☐N/A ☐EXISTING	**Chlorinator** Make: _____ Model: _____	
☐NEW ☐N/A ☐EXISTING	**Salt Chlorine Generator** Make: _____ Model: _____ Quantity: _____	
☐NEW ☐EXISTING	**Skimmer(s)** Make: _____ Model: _____ Quantity: _____	**Equalizer Drain Covers** Make: _____ Model: _____
☐NEW ☐EXISTING	**Flow Meter** Make: _____ Model: _____	
☐NEW ☐N/A ☐EXISTING	**Solar System** Submit a detailed plumbing schematic	☐Separate pump system ☐Bypass loop ☐Bypass loop w/ booster

All electrical, plumbing, mechanical, and structural repairs and installations shall be done under permit with the local Department of Building and Safety.

For office use only: (APPROVED) REJECTED By: O. Gonzalez Date: 1/14/2025

For required inspections ☐ Plumbing ☐ Pre-Plaster ☒ Final Contact: Hemet office 951-766-2824

DES-156 (REV 8/17)

For our office locations call us at (888) 722-4234 or visit our website at www.rivcoeh.org

SDI-62

POOL ENCLOSURES

Title 24 Section 3119B Enclosure of Pool Area.

3119B.1 Enclosure. The pool shall be enclosed by one or a combination of the following: a fence, portion of a building, wall, or other approved durable enclosure. Doors, windows, gates of living units or associated private premises shall not be permitted as part of the pool enclosure. The enclosure, doors and gates shall meet all of the following specifications:

1. The enclosure shall have a minimum effective perpendicular height of 5 feet as measured from the outside as depicted in Figures 31B-4; and
2. Openings, holes or gaps in the enclosure, doors and/or gates shall not allow the passage of a 4-inch diameter sphere. The enclosure shall be constructed over a hard and permanent material equivalent to concrete; and
3. The enclosure shall be designed and constructed so that it cannot be readily climbed by small children. Horizontal and diagonal member designs which might serve as a ladder for small children are prohibited. Horizontal members shall be spaced at least 48 inches apart. No planters or other structures that can be climbed shall be permitted within 5 feet of the outside of the pool enclosure or within a 5 foot arc as depicted in Figure 31B-5. The area 5 feet outside of the pool enclosure shall be a common area open to the public; and
4. Chain link may be used, provided that the openings are not greater than 1 ¾ inches measured horizontally.

3119B.2 Gates. Gates and doors opening into the pool enclosure shall also meet the following specifications:

1. Gates and doors shall be equipped with self-closing and self-latching devices. The self-latching device shall keep the gate or door securely closed. Gates and doors shall open outwardly away from the pool except where otherwise prohibited by law. Hand activated door or gate-opening hardware shall be located at a height no lower than 42 inches but not higher than 44 inches above the deck or walkway; and
2. Gates and doors shall be capable of being locked during times when the pool is closed. Exit doors which comply with Chapter 10, Title 24, California Code of Regulations shall be considered as meeting these requirements; and
3. The pool enclosure shall have at least one means of egress without a key for emergency purposes. Unless all gates or doors are so equipped, those gates and/or doors which will allow egress without a key shall have a sign in letters at least 4 inches high stating "EMERGENCY EXIT"; and
4. The enclosure shall be constructed so that all persons will be required to pass through common pool enclosure gates or doors in order to gain access to the pool area. All gates and doors exiting the pool area shall open into a public area or a walkway accessible by all patrons of the pool.

SDI-63

000479

Figure 31B-4

Perpendicular Fencing Dimensions

On Sloping Ground

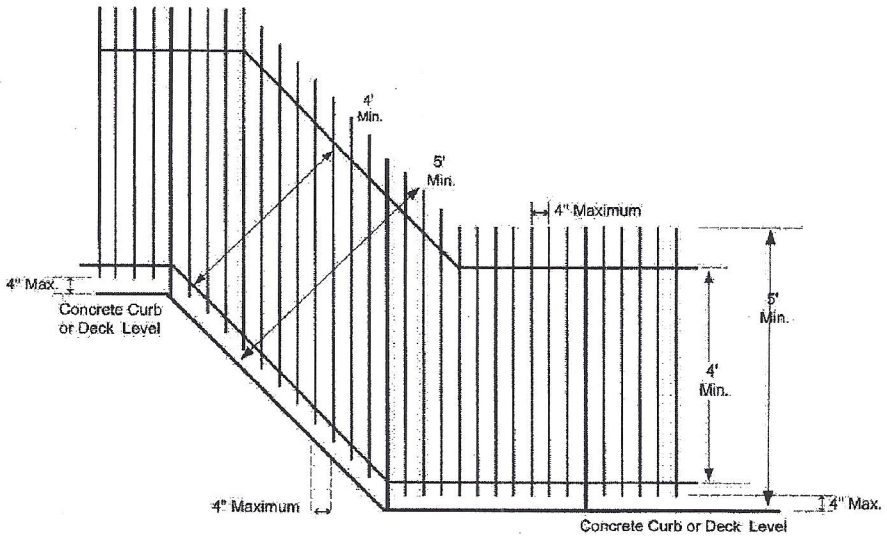
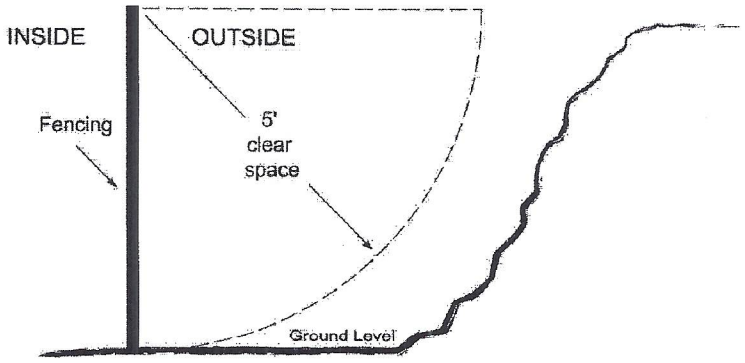


Figure 31B-5

Effective Fencing Height



000480

SD1-64

emailed to Craig e arrowhead Pools on 9/4/24 KS

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

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Protecting People and the Environment

SWIMMING POOL / SPA INSPECTION REPORT

FACILITY NAME: Californian Mobile Estates Pool			DATE: 8/30/24	TIME IN: 9:30	TIME OUT		
FACILITY ADDRESS: 750 California St Calimesa		FACILITY DESCRIPTION: ☑Pool ☐Spa ☐Other:					
BILLING ADDRESS	PERMIT HOLDER	EMAIL	REINSPECTION DATE: TDA				
PERMIT #: 141187	EXPIRATION DATE	PROPERTY MANAGEMENT	SERVICE: 92	FACILITY PHONE #	PE: 1911	DISTRICT: 15	INSPECTOR NAME: C. Guzman
PH: 7.5 ☐Low ☐High	FREE DISINFECTANT(PPM): 2.59 ☐High ☑Chlorine ☐Bromine ☐Other		CYANURIC ACID(PPM): ☐High	FLOWRATE(GPM): ☐Missing ☐Damaged ☑Stuck			

THE MARKED ITEMS REPRESENT CA HEALTH & SAFETY CODE, CA CODE OF REGULATIONS AND CA BUILIDING CODE VIOLATIONS MUST BE CORRECTED AS INDICATED.

COS = Corrected on-site
OUT = Out of compliance

☑OPEN ☐CLOSED

COMPLETE INSPECTION	COS	OUT
1. At this time a complete inspection could not be conducted due to:		
a) Skimmer lid stuck		
b) Entrance to pool site enclosure locked		
c) Equipment room/area locked		
2. Provide keys to enclosure or equipment room to this department		
a) Provide keys by		
WATER QUALITY		
3. Maintain pH 7.2 - 7.8		
4. Maintain free disinfectant residual at all times:		
a) Pools - Maintain free chlorine residual at a min. of 1.0 ppm/2.0 ppm with stabilizer; max. 10 ppm		
b) Spas/Spray Grounds/Other Pools - Maintain free chlorine residual at a min. of 3.0 ppm; max. 10 ppm		
c) Spray Grounds - Provide UV disinfection at 40mJ/cm²		
5. Maintain cyanuric acid concentration at or below 100 ppm		
6. Maintain water clarity; pool/spa bottom to be clearly visible from deck		
7. Provide approved water test kit on premises		
8. Maintain a daily record of operational information and corrective actions for min. 2 years		
9. Spa water temperature not to exceed 104°F		
a) Observed at _____ °F		
10. Provide approved backwash with legal min 1in. air gap		
ENCLOSE GATES AND FENCING		
11. Maintain gates and doors to be self-closing and self-latching		
12. Completely enclosed with approved 5 ft. fencing (max. opening 4 in.)		
13. Maintain pool site enclosure in good repair		
14. Exclude animals from the pool site enclosure		
SHELL AND RELATED FACILITIES		
15. Maintain the following in clean condition and good repair:		
a) Shell		✓
b) Decking and coping		
c) Tiles (bottom/waterline)		
d) Depth markers adjacent to deck depth marker and universal no diving marker		
e) Ladders, handrails, and steps		✓
16. Maintain deck and underwater light fixtures securely attached and functional		
a) GFCI installed/properly functioning		
17. Provide 4 ft. of unobstructed deck clearance with no deck coverings		
18. Provide hose bib(s) with proper backflow protection		
RESTROOMS/ SHOWERS/ DRESSING ROOMS		
19. Maintain the following in clean condition and good repair:		
a) Showers and dressing areas		
b) Toilets and sinks		
c) Soap and paper towels in dispensers		
d) Drinking fountains		

RECIRCULATION EQUIPMENT	COS	OUT
20. Maintain all components of the recirculation system clean and in good working order:		
a) Pump(s)		
b) Gauge(s) and flowmeter(s)		✓
c) Filter(s)		
d) Chlorinator(s)		
e) Skimmer(s)		✓
f) Main drain(s) cover(s)/suction outlet cover(s) or fitting(s)		
g) Equipment marked and piping labeled as to direction of flow		
21. Maintain water level at the midpoint of skimmer opening to ensure proper circulation		
22. Equipment area is clean, maintained, and has limited access to authorized persons		
SAFETY EQUIPMENT		
23. Post the following safety signs in clear view of the water:		
a) "NO LIFEGUARD ON DUTY"		
b) "NO DIVING" - for pools 6ft. deep or less		
c) Illustrated diagram of artificial respiration and CPR procedures with min.1/4 in. text		
d) Emergency phone number (911)		
1) Number of the nearest emergency services		✓
2) Name and street address of the pool facility		✓
e) Maximum pool/spa capacity		
f) Spa caution rules		
g) "Keep Closed" sign on the exterior side of gates and doors of enclosure		
h) Persons with diarrhea or diarrhea within the last 14 days shall not enter water		
24. Provide life ring with attached rope long enough to span the maximum width of pool		
25. Provide 12 ft. fixed length rescue pole with permanently attached body hook		
26. Emergency shut-off switch adjacent to the spa		
a) Emergency switch is installed/functional - shuts off both recirculation and water jet		
b) Post a sign with min. 1 in. letters clearly labeling the emergency shut-off switch		
27. Secondary anti-entrapment device installed on pools without split suction		
EMPLOYEES		
28. Ensure employees are free from infectious communicable disease		
29. Two or more diarrhea incidents reported to this department		
30. Contamination or near-drowning response documented and records maintained		
31. Lifeguards: credentials verified; clearly identified; continuous surveillance		
32. Lifeguard safety equip: first aid kit; phone; backboard and head immobilizer; AED		
CLOSURE		
33. At this time this pool site or body of water is closed due to the following conditions:		
a) No free disinfectant residual available		
b) Heavy algae growth		
c) Pool/Spa bottom cannot be seen due to poor water clarity		
d) Main drain cover(s) damaged, missing, or loose		
e) Loose, missing, or damaged underwater light		
f) Any condition which could actually or potentially threaten the public health, welfare or safety		
g) Closed sign(s) posted and must remain posted until removed by this department		

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SWIMMING POOL / SPA INSPECTION REPORT

FACILITY NAME	DATE	PERMIT #
Californian Mobile Estates Pool	8/30/24	1'1487

15) • Pool missing trim tile at steps and breakline tile at 4½ depth. Approved contrasting tile must be installed at these areas.
• Hand rail at pool steps does not have proper 3" clearance from riser.
• Bottom of underwater ladder is not secured to pool shell
20) • Repair non functioning flowmeter for return line to pool.
• Discontinue placing bricks in skimmer baskey
23) • Provide phone number for nearest emergency services in addition to 911 on sign.
• Provide name and address of facility on sign.
Items 20 and 23 must be corrected in timely manner. Inspector will research and advise on items for 15 to provide correction date as it will require plan check approval. Also observed solar system will be researched

IMPORTANT:

Replacement of Suction Outlet Covers

- Suction outlet covers (covers over main drain, skimmer equalizer line, and/or jet system suction) must be replaced when in disrepair and/or upon expiration. Refer to the manufacturer for expiration dates as they differ.
- If the same make/model is used as a replacement, retain records of the make/model and date of installation. Records shall be made available to your Environmental Health Specialist upon request.
- If a different suction outlet cover is going to be used, contact your Environmental Health Specialist for instructions.
- Each replacement cover shall:
  - Meet the latest ANSI/APSP-16 performance standard.
  - Be rated for the maximum designed flowrate of the pump.

SVRS - Any SVRS system installed must be maintained to function according to the manufacturer guidelines. This shall be the responsibility of the owner/operator.

Signature

Person In Charge: Katherine Dittes (Print)

Inspector: O. Gonzalez (Print)

SDI-66

000482

Rcvd Sept. 4, 24 (RD)

Gmail

Californian MHE <californianmhecalimesa@gmail.com>

Californian Mobile Estates Pool

1 message

Gonzalez, Octavio <OGonzale@rivco.org>
To: "californianmhecalimesa@gmail.com" <californianmhecalimesa@gmail.com>

Wed, Sep 4, 2024 at 10:50 AM

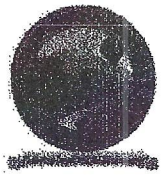
Hello,

This is in regards to the inspection of the pool that was recently conducted on 8/30/24. During the inspection it was observed that the pool had been replaster without approval from our department and missing required tile work. **Ensure the following items are corrected within 90 days by 12/04/24.** Failure to comply will result in further legal action.

1. Install trim tile at edge of entry steps for pool. Tile must be slip-resistant and contrasting color minimum 1" wide but not more than 2".
2. Install breakline tile at the 4 ½ FT depth. Tile must be slip-resistant and contrasting color minimum 4" wide but not more than 6",

Any questions feel free to call or email me. Ensure in the future to contact our department prior to making any changes to your pool and spa facilities.

Best Regards,



Octavio Gonzalez

Environmental Health Specialist III

Riverside County Dept. of Environmental Health

Food and Pool Construction Program

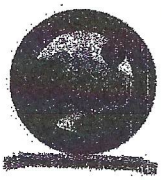
800 S Sanderson Ave; Hemet, CA 92545

Phone #: 951-766-2824

www.rivcoeh.org

E-mail: OGonzale@rivco.org

Confidentiality Disclaimer



DEPARTMENT OF ENVIRONMENTAL HEAI
COUNTY OF RIVERS

OCTAVIO GONZALEZ, REHS
Environmental Health Specialist

Phone: (951) 766-2824
Fax: (951) 766-7874
TDD: (951) 358-5396

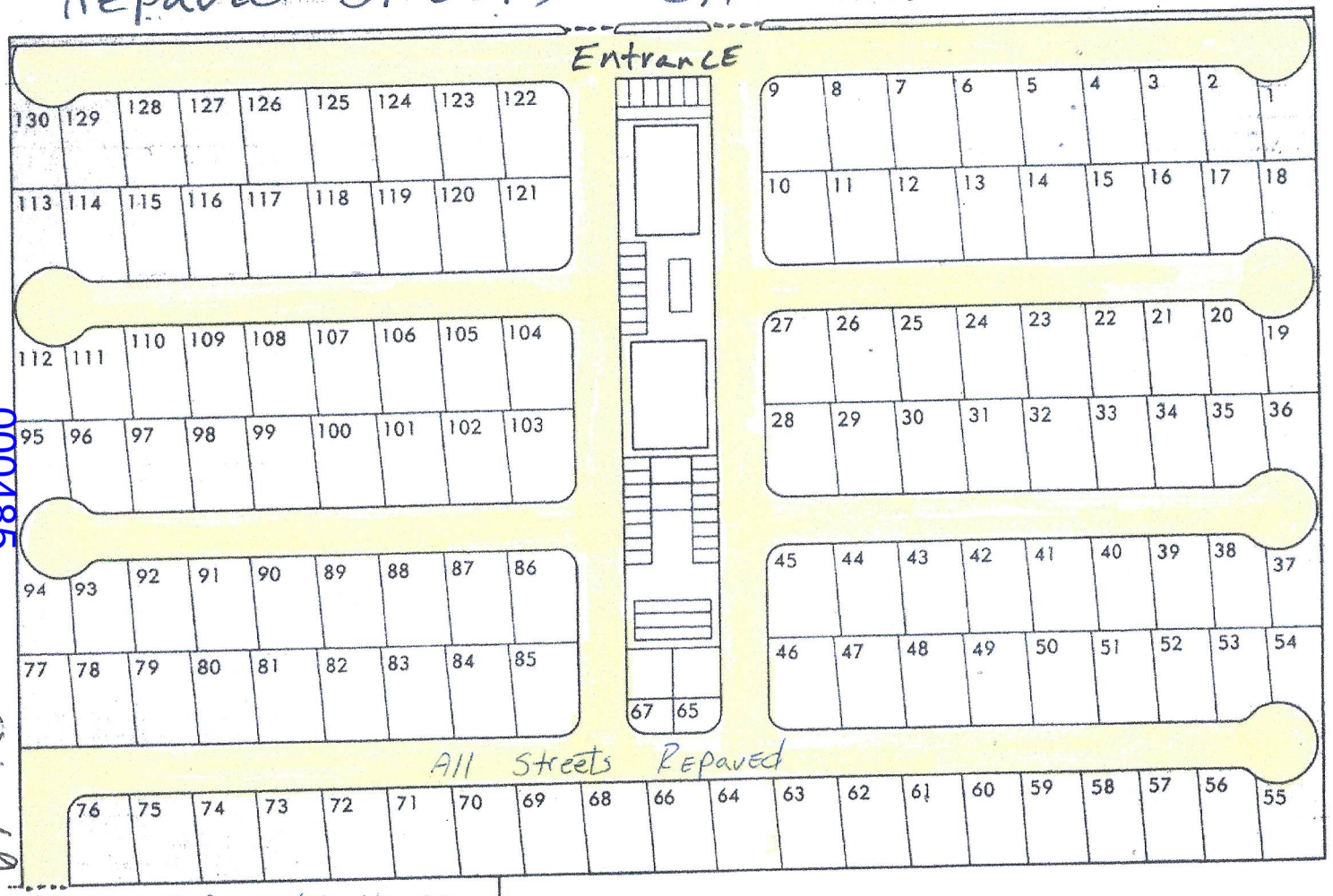
800 S. Sanderson Ave., Ste. 2
Hemet, CA 925
OGonzale@rivco.
www.rivcoeh.

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County of Riverside California

SD1-68

Repaved Streets CAlifornian

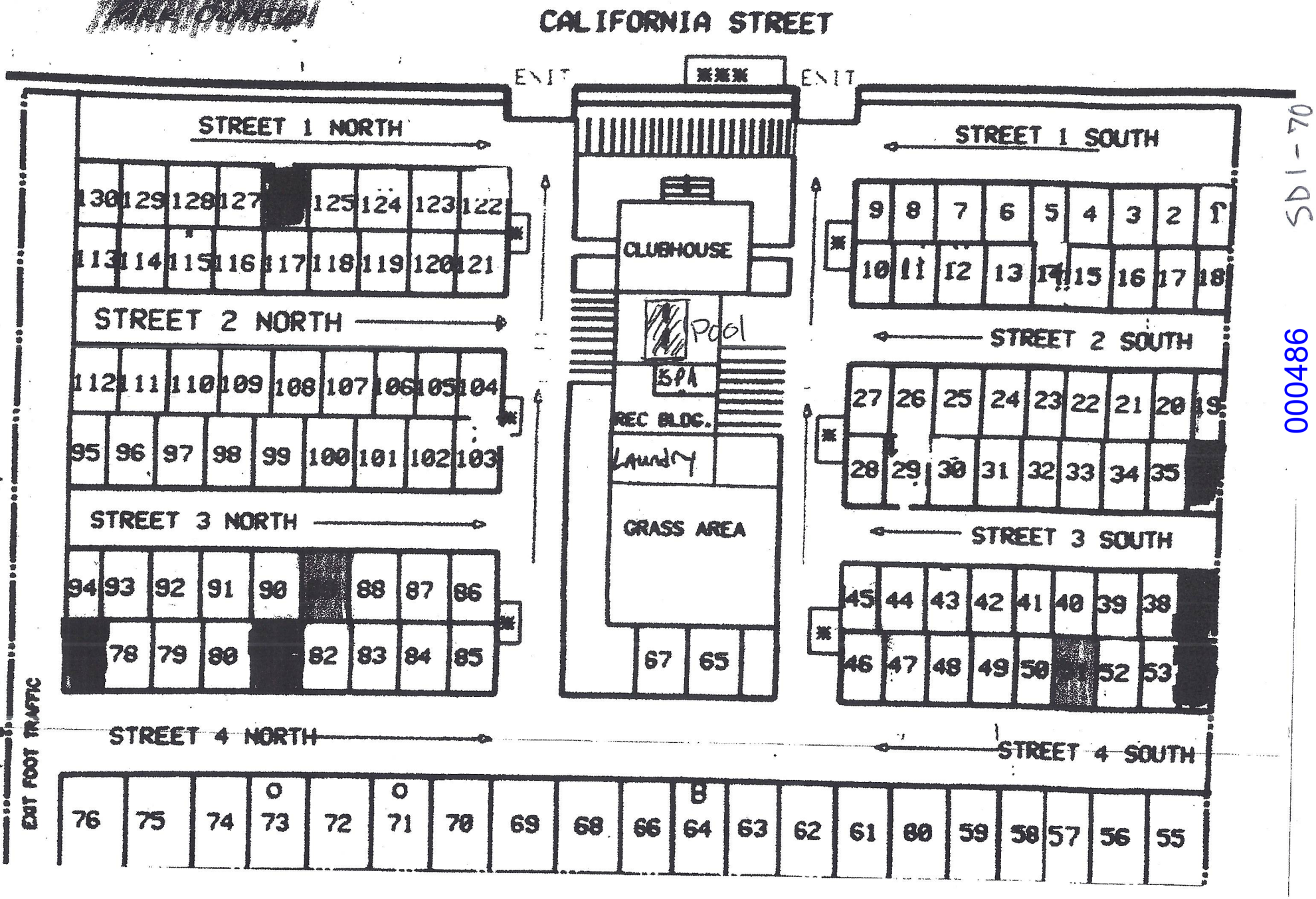


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SD1 - 69

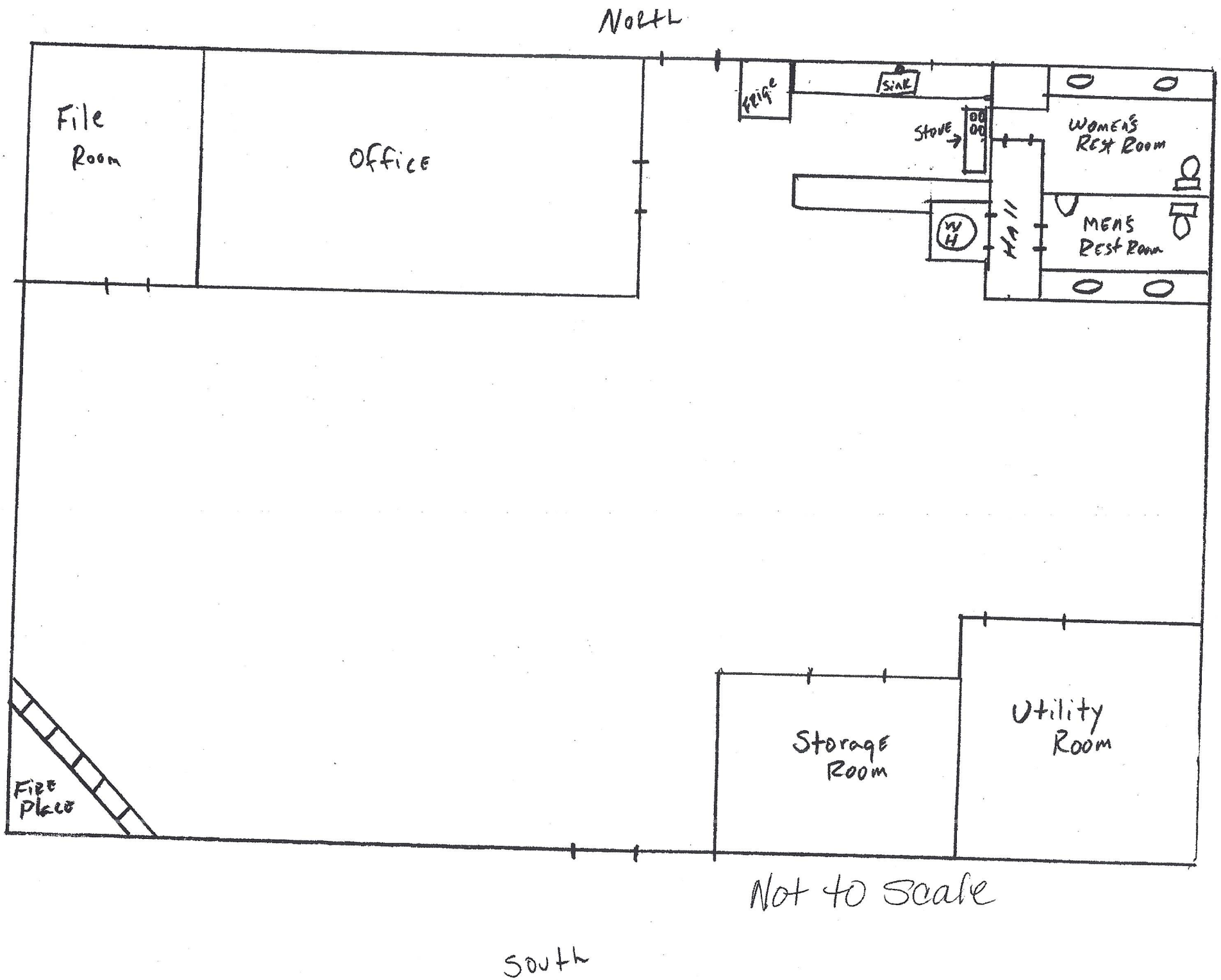
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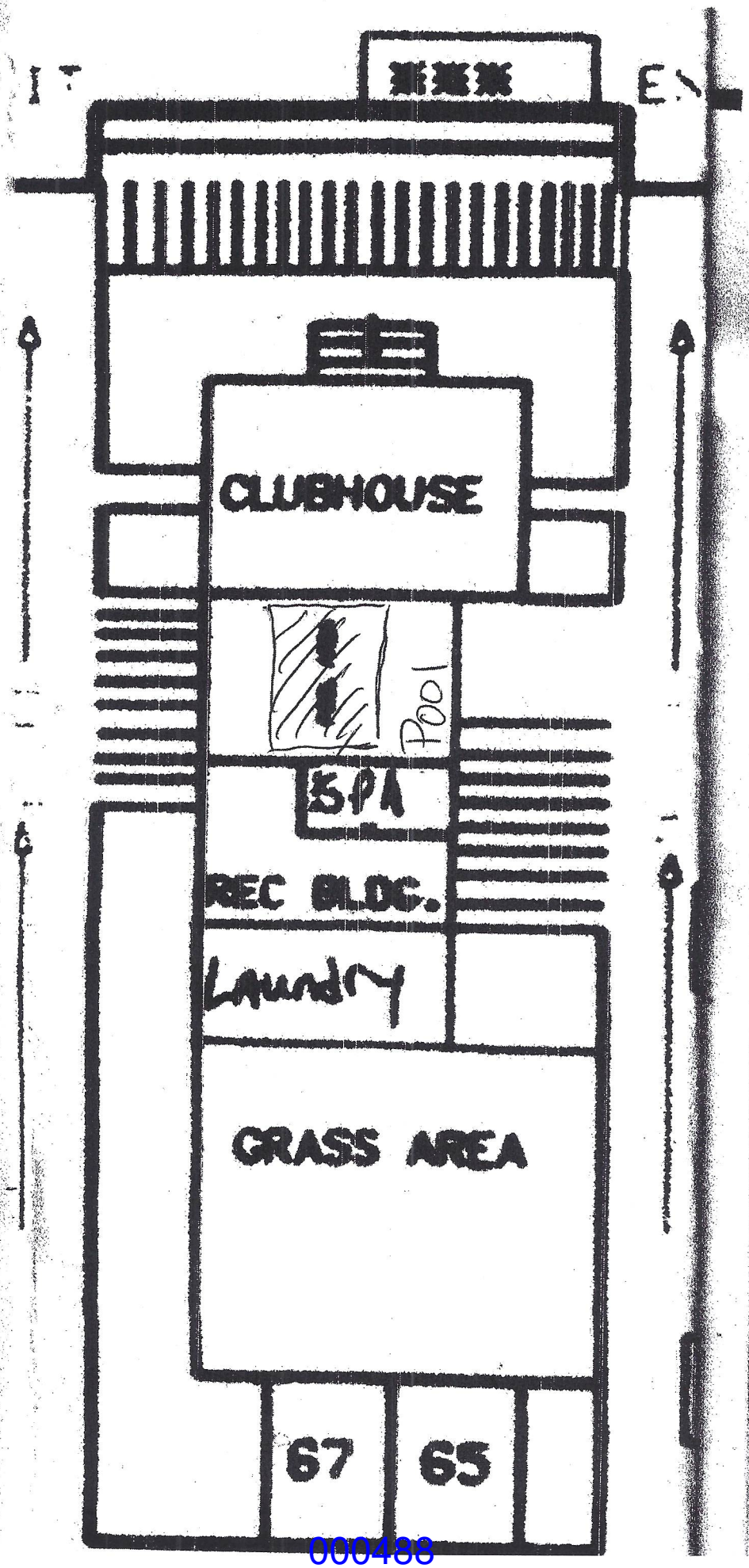
SD1-70

000486



SDI-14

000487



SD1-72

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov

"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

35 YEARS A CITY 1990-2025
CALIMESA California

By Email and First-Class Mail

July 30, 2025

Mark Alpert, Esq.
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653
malpert@beamlaw.net

Re: Californian MHP Petition for Capital Improvement Rent Increase Petition – 2nd Notification of Incomplete Petition

Dear Mr. Alpert:

This letter acknowledges that on June 30, 2025, the City of Calimesa ("City") received a letter dated June 25, 2025, from you, along with additional documentation relating to the Petition for Capital Improvement Rent Increase ("Petition") previously submitted by you and Peter Wang on behalf of Californian Mobile Home Estates Calimesa, LP for the Californian Mobile Home Park. The City understands that your letter and additional documentation were submitted in response to the City's notification letter of incomplete petition dated May 8, 2025.

In the City's May 8, 2025 letter, including Exhibit A attached thereto, the City advised the Petitioner of the information and documentation necessary to determine that the Petition is complete. Upon review of your second 25, 2025 submittal, please be advised that the Petition remains incomplete. In order for the City to deem the Californian Mobile Home Estates Calimesa, LP's Petition complete , and to prevent further delay in the processing of the Petition, all information and documentation set forth in Exhibit A-1, attached hereto, must be provided to the City.

Please note that under the Calimesa Municipal Code and Administrative Procedural Rules, copies of the second submittal, including Mr. Alpert's letter and all documentation, must be posted in the Park in the same locations as was done with the original submittal, and the Park Owner must also notify the residents that you submitted additional documents to the City; and provide written certification that you have done so concurrently with the second submittal.

Please note that your responses to the request for complete information and documentation, as set forth in Exhibit A, might trigger further requests for information and documentation from the City; and the City reserves the right to make further inquiries depending on the nature of the

information and documentation the Californian Mobile Home Estates Calimesa, LP provides in response to this letter. We further note that the Hearing Office may likewise have questions or requests for additional information or documentation based on his/her review of the Petition.

Upon submittal of a complete Petition, as determined by the City, the City will schedule a hearing on the Petition before the Mobile Home Rent Stabilization Hearing Officer. Please also note that CMC Section 9.05.090(L) authorizes the City to require a deposit of the estimated cost of the public hearing no less than 15 days prior to the hearing. The City will advise you of the estimated cost of the public hearing, which must be deposited prior to the public hearing.

Please do not hesitate to contact the undersigned if you have any questions.

Very truly yours,

WILL KOLBOW
City Manager

By: _____
Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator

cc: Amy Greyson, Assistant City Attorney

Enclosure: Exhibit A-1 – Additional Information and Documents Required to Deem the Californian Mobile Home Estates Calimesa, LP Petition Complete

Exhibit A-1 to City Incomplete Letter dated July 30, 2025

Information and Documents Required to Deem the Californian Mobile Home Estates Calimesa, LP's Petition Complete

Defined Terms

As used in this Exhibit, the following terms shall have the following meanings:

"Capital Improvement Petition" means the Capital Improvement Rent Increase Petition submitted on April 8, 2025.

"Capital Improvement Additional Documents" means the additional documentation submitted by the Petitioner to the City on June 30, 2025 in support of the Capital Improvement Rent Increase Petition in response to the City's May 8, 2025 letter of incomplete petition.

"Clubhouse renovation and roof replacement project" means the construction work, materials and financing for the clubhouse and roof that forms the basis for the $109.53 capital improvement rent increase request; and as revised by letter dated June 25, 2025 to $9.13 per space.

"Park" means Californian Mobile Estates Calimesa.

"Park lighting project" means the construction work, materials, and financing for new pool lighting that forms the basis for the $21.22 capital improvement rent increase request, and as revised by letter dated June 25, 2025 to $2.44 per space.

"Park Owner" means Californian Mobile Home Estates Calimesa, LP.

"Petitions" means, collectively, the Capital Improvement Petition and the Temporary Rent Increase Petition.

"Petitioner" means Peter Wang/Whisman Management, LLC.

"Pool and spa project" means the construction work, materials, and financing for the pool and spa that forms the basis, for the $28.28 capital improvement rent increase request; and as revised by letter dated June 25, 2025 to $4.80 per space.

"Second Submittal" means the letter dated June 25, 2025 from Mark Alpert and additional documents, received by the City on June 30, 2025.

"Street project means the construction work, ,materials, and financing for the street project that forms the basis for the $49.05 capital improvement rent increase request.

Additional Information and Documentation Required to Deem Petition Complete

The following information and/or documents was previously requested by the City's incomplete letter dated May 8, 2025 and Exhibit A attached thereto but has not been submitted. Please submit all listed information and/or documents in accordance with Calimesa Municipal Code ("CMC") Sections 9.05.090 regarding the Petition for Capital Improvement Rent Increase ("Petition") for the Park by the Park Owner:

1. Category #1 of Exhibit A to the City's May 8, 2025 Letter requested copies of all documents demonstrating that the resident meeting and resident vote took place for each of the four (4) claimed capital Improvements (the clubhouse and roof project; the park lighting project; the pool and spa project and the street project.

   According to the Second Submittal, the resident meetings were held October 18 and 19, 2023. The Second Submittal also states that the Park was sold to the Petitioner by the prior owner, Calimesa Mobile Estates LLC, on September 15, 2023, and a copy of a grant deed recorded September 27, 2023 was included in the Second Submittal (SD1 pp. 17 - 19). The Petition, as well as the Second Submittal, also reflect that the clubhouse/roof replacement projects were completed prior to the sale of the Park to the Petitioner.

   a) ***Please state whether any resident meeting(s) and ballot election relating to the clubhouse/roof replacement were held by the prior owner before the sale of the Park to the Petitioner; and***
   b) ***If so, provide the date(s) of the resident meeting(s), date(s) of ballot election; and***
   c) ***Provide all supporting documentation.***

2. Category #5 of Exhibit A to the City's May 8, 2025 Letter requested that the Petitioner state the rate of interest included in the cost of financing each of the four(4) claimed capital projects (clubhouse and pool project; pool and spa project; park lighting project and street project).

   According to the Second Submittal, the applicable interest rate is 8.5%. As previously noted, there is a discrepancy between the request for 8.5% interest, and the letter that the Petitioner provided to the park residents at the resident meetings, which states the capital improvement rent increase was calculated using 7.5% interest.

   a) ***Please explain the discrepancy between what rate the Petitioner included in the ballot materials (7.5%) and the rate the Petitioner requests in the Petition (8.5%), including the reasons for that discrepancy.***
   b) ***Please state all reasons why the Petitioner contends that it is entitled to 8.5% interest.***
   c) ***Please provide all supporting documentation.***

The Petition and documentation, including the Capital Improvement Additional Documents, reflect that the clubhouse/roof replacement project were carried out by the prior owner, Calimesa Mobile Estates, LLC.

d) ***Please explain the justification for claiming interest on the cost of the clubhouse/roof replacement project; and***
e) ***Provide all supporting documentation.***

4. Category #8, #9, #10 and #11 of Exhibit A to the City's May 8, 2025 Letter requested information and documentation regarding each of the claimed capital improvements contained in your petition, including the costs incurred for each project.

   As outlined below, notwithstanding the Second Submittal, the Petition remains incomplete with respect to the costs for each of the capital improvements contained in the Petition. The proposed capital improvement increase amounts requested originally in the Petition submitted on April 4, 2025 differ from the amended capital increase amounts for three of the claimed capital improvements as listed on page 1 of Mr. Alpert's letter dated June 25, 2025, which was included with the Second Submittal. The City has not been able to determine how you arrived at the information set forth on page 1 of Mr. Alpert's letter. That letter states the following:

   > "A. Street Project Increase: $49.05 per month, per space for 15 years based on a project cost of $646,453 (unchanged)
   > B. Park Lighting Increase: $2.44 per month, per space for 15 years ($57,160.59 total principle and interest/15 years/12 months/130 spaces)
   > C. Pool and Spa Improvements: $4.80 (112,374.05 total principle and interest/15 years/12 months/130 spaces)
   > D. Clubhouse and Roof Replacement $9.13 (284,790.43/20 years/12 months/130 spaces)"

   For each capital improvement requested, state the following:

   a) ***The total cost incurred for each capital improvement, <u>without interest</u>.***
   b) ***The total cost incurred for each capital improvement, <u>with interest</u>.***
   c) ***Whether any changes were made to the costs of each capital improvement since submittal of the Petition, and if so, provide an itemization of each change. For example:***
      i. ***Mr. Alpert's June 25, 2025 letter states that the requested pool and spa improvement capital improvement rent increase requested is <u>$4.80</u> per space, rather than the $28.28 originally requested. Please explain all reasons why the requested rent increase was reduced, and how the revised amount was calculated***

ii. ***Mr. Alpert's June 25, 2025 letter states that the requested park lighting capital improvement rent increase requested is $2.44 per space, rather than the $21.22 originally requested. Please explain all reasons why the requested rent increase was reduced, and how the revised amount was calculated.***

iii. ***Mr. Alpert's June 25, 2025 letter states that the requested clubhouse/roof replacement capital improvement rent increase requested is $9.13 per space, rather than the $109.53 originally requested. Please explain all reasons why this requested rent increase was reduced, and how the revised amount was calculated***

d) ***Provide supporting documentation for each response listed in (a), (b) and (c) set forth above.***

Street Project:

The submitted documentation provides proof of payments made for the street improvements for a total cost of $646,453. However, the copy of the proposal from Bostick Company lists an expense for "Seal Coating" in the amount of $20,460. This $20,460 amount is not included in the total costs of the street improvements.

a) ***Please state whether seal coating is part of the street project.***
b) ***If so, please state whether this seal coating has been completed.***
c) ***Please explain whether the cost of $20,460 were intended to be included in the total costs of the street project; and if so, whether there is an error in the total cost listed of $646,453.***
d) ***Please provide all supporting documentation.***

Clubhouse Renovation and Roof Replacement:

The Petition states that the total cost of the clubhouse renovation/roof replacement was $234,277.10, but the Second Submittal states that the Park Owner is only seeking costs in the amount of $136,736 for the clubhouse renovation/roof replacement. However, there is no explanation as to how the $136,736 cost was determined. It is not the responsibility of for the City to figure out which expense categories and costs are included in the total costs the Petitioner relied upon to calculate the proposed capital improvement rent increase.

a) ***Please explain all reasons why the Petitioner is seeking only $136,736 for the clubhouse/roof replacement.***
b) ***Please also provide documentation explaining the specific items included in the $136,736 amount.***
In responding to (a) and (b), please provide an itemized list of each expense category, its related cost, and the invoice or other document submitted that supports that claimed expense.
c) ***Since the clubhouse/roof replacement were performed by the prior owner, please explain the source of the documents provided as part of the Petition to***

substantiate the claimed costs for the clubhouse/roof replacement (including but not limited to, who provided the bills and other documents, and when the Petitioner obtained each of those documents).

d) Please explain the reasons why the prior owner carried out the clubhouse/roof replacement, including but not limited to, due to any health or safety requirements as determined by the prior owner. Include in your response whether those projects were carried out by the prior owner due to requirements of any by any governmental agency and/or health or safety codes or requirements ; and if so, which agency, what specific work was required by that agency, and what specific health or safety codes or other requirements resulted in the need for these projects.

e) Provide all documentation supporting your response to (d).

f) Provide an explanation of the source of your answers to (c), (d) and (e), including who provided the information and/or documents, and when the information and documents were provided to the Petitioner.

Also, the petition states that the proposed Capital Improvement Rent Increase includes the cost for a "roof replacement." However, the Petition states that "the roof was coated to prevent leaks, not completely replaced, so no permits were required". The roof must be completely replaced to be considered a capital improvement.

g) Please provide all reasons why you contend that the "roof replacement" is eligible for a capital improvement rent increase under the Ordinance, and

h) Provide all supporting documentation.

5. The Ordinance and Administrative Rules require that a copy of the Petition and all supporting documents be served on the Park's residents (and any resident representative), and that a copy of the Petition and supporting documents be maintained in the Park clubhouse. The Ordinance and Administrative Rules also require that the Petition be accompanied by an affidavit or declaration under penalty of perjury signed by the Park Owner, certifying that the Petitioner complied with each of the service and posting requirements of the Rules, and that all representations and information set forth in the Petition are true and correct. (Ordinance, Section 9.05.090(H) and (I); Administrative Rules, Section 10.7(D), (E) and (F))

a) Please provide the signed affidavit or declaration under penalty of perjury, that the Second Submittal was served on the Park's residents (and any resident representative), and posted in the clubhouse, and that all information and documentation included in the Second Submittal is true and correct, as required by Section 9.05.090 and Rule 10.7 of the Administrative Rules.

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

RECEIVED
AUG 11 2025
CITY OF CALIMESA
HUMAN RESOURCES

August 11, 2025

Via Email Only
Calimesa Mobilehome Rent Stabilization Board
c/o Ms. Darlene Gerdes
Rent Administrator
City of Calimesa
908 Park Ave
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Gerdes,

This letter is in response to your incomplete letter of July 30, 2025 on behalf of the City of Calimesa regarding the pending rent increase petitions for California Mobile Estates. The responses are set forth in the order and numbering of the City's letter.

Question 1 (Resident Meetings)

Petitioner is unaware of any resident meetings or votes which took place under prior ownership. There is no requirement in the Ordinance or Administrative rules that specifies the timing of the resident vote or survey take place prior to the construction of the improvements or bars an owner who bought the property with the recent improvements from seeking a capital improvement rent increase and/or conducting the resident survey.

Section 9 .05.090 of the Ordinance says nothing about the date or timing of the resident vote. The Administrative Rules specify in Section 10.0(B)(4) in order to complete the Petition specifies certain requirements demonstrating the vote took place, but says nothing about the timing of the resident vote. Petitioner previously explained its position on this matter so that this incomplete item was not necessary.

Question 2: (Interest Rate)

It is unclear why the City requires any additional information on this subject. The basis for the interest calculation was explained with the second submission. Petitioner followed the Ordinance which specifies the current prime rate plus one percent. (Ord. Section 9.05.090 (E))

The resident surveys referenced different interest rates. These were offered in order to encourage resident support. Petitioner did not waive its right to a rent increase in compliance with the Ordinance, which includes interest pursuant to an approved formula. Petitioner would have accepted the interest rate set forth in survey materials if residents approved, but that did not occur. It is important to note that the 8.5 percent interest rate was calculated based on rates in place at the time of submission of the Petition. Petitioner could not know the what interest rates would prevail at the time the surveys were conducted. The approved election ballot form prepared by the City for use in surveys says nothing about interest rates. In these forms, the park owner is asked to supply the cost of the capital improvement as a whole and on a per space basis. (See Official Forms, Section C, page 29) The residents are not asked to "approve" the interest calculation, which is simply applied in accordance with the Ordinance and Administrative Rules. The interest rate set forth in the resident surveys is irrelevant to whether the capital improvement rent increase must be granted.

City also asks for the rationale for including interest when the prior park owner completed the project. As explained previously, the Ordinance and Administrative Rules do not require that the current owner have completed the capital project and it specifies the method of calculating interest where the cost was not financed by the Petitioner. The real question is what justification the City has for seemingly wanting to disregard the Ordinance and Administrative Rules?

In addition, Petitioner paid for those improvements when Petitioner purchased the park. A park owner is entitled to a return on investment, including necessary capital improvements. *Kavanau v. Santa Monica Rent Control Bd.*, 16 Cal. 4th 761, 773, 941 P.2d 851, 858 (1997) ("Of course, the fair return principle is not limited to the property as it was when the landlord purchased it. A landlord is also entitled to a fair return on necessary capital improvement") (citing *Sierra Lake Reserve v. City of Rocklin* (9th Cir.1991) 938 F.2d 951, 958. The City has chosen to include a capital improvement application to allow for recovery of such expenses and it should follow its Ordinance/Administrative Rules.

If the City Council does not like the rules it has adopted for capital improvements it should consider changing them. It cannot disregard the Ordinance because it doesn't like the result. This line of inquiry is not even relevant to the completeness of the Petition.

Question 3 [Number 3 is Skipped in City's Letter]

/ / /

/ / /

Question 4:

Summary of Cap Ex Information

Street Project

Total Cost (Without Interest): $646,453
Total Cost (With Interest); $1,145,858
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: There were no changes.

Specific Questions: The $20,450 for seal coating was excluded from the requested increase because the work has not yet been completed or paid for. Petitioner, following the recommendation of the contractor, will complete the seal coating at a later date.

Park Lighting Project

Total Cost (Without Interest) $23,340
Total Cost (With Interest) 41,370.88
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: The amount of the contract and interest was correctly set forth in the initial Petition, but the increase was incorrectly calculated because it was not divided by 12 months. It showed the annual rent increase.

The correct increase is $1.77 per space, per month. This is calculated by dividing the total cost by 130 (for all park spaces), then again by 15 (for amortization years), then again by 12 (for the monthly rent increase) $41,370/130/15/12 = $1.77 (rounded)

Pool and Spa Improvements

Total Cost (Without Interest) *$63,397.50*
Total Cost 112,374.05
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: Yes, the initial submission mistakenly left out the pool costs and only included the spa contract as a result of confusion over the contracts. The initial submission also included the same calculation error of not dividing the annual cost by 12 months.

The modified cost of $112,374.05 and associated monthly rent increase of $4.80 per space per month for 15 years is correct.

Clubhouse and Roof

Total Cost (Without Interest) 136,736
Total Cost (With Interest) 284,790
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: No changes were made. However, the calculation again reflected the annual rent increase, which was corrected in the subsequent submission to $9.13 (rounded) a month for the 20 year amortization period.

Specific Questions: City requested "clarification" of matters of which it was already fully informed. The $136,737 request was not based on selecting any portion of the project. As explained in the ballot materials (a copy of which was already provided to the City), Petitioner estimated the entire remodel project cost to be $227,893 and proposed a pass through of 60 percent of that amount, which equaled $136,736. Thus, it was not based on any particular portions of the project and Petitioner cannot reconstruct some pretended allocation to particular aspects of the project.

City claims that "the entire roof must be completely replaced to be considered a capital improvement" and asks why the roof repairs would be included as a capital project in light of the admission that the entire roof was not replaced. The claim of the City is wrong for multiple reasons. First, the Ordinance does not require an entire roof replacement to be deemed a capital expenditure.

The Ordinance defines capital replacements in Section 9.050.030 as;

> " . . . the replacement or reconstruction of existing improvements and facilities **which consist of more than ordinary maintenance or repairs and have a useful life of at least five years**. Capital Improvements include . . . improvements which would qualify as capital improvements rather than ordinary repairs and maintenance pursuant to applicable regulations of the IRS or California State Franchise Tax Board.

From the Summary of Clubhouse Improvements provided with the Petition, the roof recoating project consisted of at least $20,650.00 in expenditures. The cost alone indicates this expense was not an ordinary repair. A cursory investigation indicates that the typical useful life of recoating a roof is 5 to 10 years. (See, e.g. https://www.roddroofing.com/how-often-should-you-recoat-your-roof)

This is consistent with the information set forth in the attached letter from the licensed contractor who performed the roof repairs, John Rhymer, who estimates the roof coating will

extend the life of the roof by at least seven years, thereby saving the park (and residents) from a more expensive roof replacement.

In addition, the roof project was part of a greater remodeling project for the clubhouse, which would be considered under IRS regulations, along with the fact that the project extended the useful life of the roof and was not simply a repair of a particular items. Petitioner can also supply the City with a letter from a CPA supporting this characterization, but it should not be necessary, as it is apparent that the roofing project meets the definition of a capital replacement.

Finally, if for some reason the City continues to believe the roof project was not a capital replacement, it should have no bearing on the decision as the remaining capital expenditures substantially exceed $136,736.

Question 5:

City claims the Ordinance and Rules require Petitioner to serve copies of the Petition and supporting documents on all the residents. City also demands that park owner provide a supplemental affidavit indicating that second submittal was served on the Park's residents (and any resident representative), and posted in the clubhouse, and stating all the information included in the Second Submittal is true and correct "as required by Section 9.05.090 and Rule 10.7 of the Administrative Rules."

We have reviewed the cited portions of the Ordinance and Rules and the City is grossly misstating the requirements of the Ordinance and Administrative Rules. There are no requirements that Petitioner serve the initial Petition or additional submissions on the park residents. Indeed, the official form with the Petition only requires sending residents notice of the initial submission of the Petition, which explains the residents can inspect the Petition at identified locations. This requirement was completed and a proof of service submitted to the City. No requirement exists for giving notice to residents of supplemental submissions.

The Ordinance and Administrative Rules do require service of the Petition on any officially designated park representative, but no such representative apparently exists. Petitioner was unaware of the existence of any such official representative and Petitioner's counsel emailed the City on February 17, 2025 to inquire whether it has any record of such representative. Ms. Gerdes personally confirmed by email response that the City was unaware of any park representative and added that most parks do not select one until after an application is submitted.

The only demand made by the City actually supported by the Ordinance or Administrative Rules is that a copy of any supplemental materials provided to the City be included in those made available to residents in the park office and clubhouse. Petitioner will

comply with this requirement, which is noted in Section 9.05.090H) of the Ordinance. In addition, even though it is not required by the Ordinance or Administrative Rules, Petitioner will give notice to the residents that additional materials are available for review. The additional materials, including this letter, will be available and the notice served no later than August 15, 2025.

As to the specific sections cited by the City, Section 9.05.090(I) of the Ordinance refers only to **notice of the petition** being served on each resident. As noted above, this was previously completed and the City received a proof of service. Admin Rules 10.7 (F) refers to the **Petition** including an affidavit under penalty of perjury with submission of Petition on a City approved form. No such reference is made to supplemental submissions nor is there a city approved form that exists for that purpose appended to the official application that was provided to Petitioner by the City. Admin Rules 10.7 (E) refers to posting notice with the filing of the Petition. There is no reference to notices required for supplemental submissions, much less any requirement that the entire submissions be served on all affected residents. Why would the official notice form prepared by the City explain to the residents where they can view a copy of the Petition and supporting materials if they were being served with a copy?

The City's demands that Petitioner comply with extremely burdensome, nonexistent requirements as a condition of deeming the Petition complete is an abuse of its authority. The City must immediately withdraw these demands. It is extremely disappointing that the City would conduct itself in this fashion.

With this submission, we hope and expect the Petition will be deemed complete. Thank you for your careful consideration of this matter.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA

Californian Mobile Home Estates

950 California St.

Calimesa, CA 92320

August 6, 2025

Clubhouse and shuffleboard rooms roofing repair-

In the shuffleboard room, the major portion of the work was placing new waterproof siding on the front of the building around the entire perimeter, about 4 ft high at the top. New metal flashing was installed which capped off the top of the stem roof wall and covered the new siding on the front of the building, making the entire building waterproof. The flat area of the roof was recoated with Durabrite roof coating, a white elasto metric flexible roof coating. The flat roof was in disrepair and leaking in multiple areas inside the building, including around the drains on the southwest corner and the northeast corner of the building. The roof coating is a product that when used properly, will extend the life of the roof for at least another 7 years, preventing an extremely expensive roof replacement above the main clubhouse area. The same process on the flat part of the roof was performed with the white Durabrite roof coating. The metal flashing was replaced on the perimeter of the building. Neither of projects required any structural work to be done. There is NO Permit needed for siding or for roof flashing, or a roll-on roof coating.

John Rymer- Licensed General Contractor, #B746380

John K. Rymer

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

By Email and First-Class Mail

September 4, 2025

Mark Alpert, Esq.
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653
malpert@beamlaw.net

Re: **Notice of Determination of Complete Petition for Capital Improvement Rent Increase and Temporary Rent Increase**
Park Owner: Californian Mobile Home Estates Calimesa, LP
Park Name: Californian Mobile Estates Calimesa

Dear Mr. Alpert:

This letter acknowledges receipt of your letter dated August 11, 2025, responding to the City of Calimesa's July 30, 2025 letter informing you that the Petition for Capital Improvement Rent Increase and related Petition for Temporary Rent Increase (collectively "Petition") remained incomplete, and requesting documents related to the requested rent increases.

The City has completed its review of all documents provided by you, including those included with your original submittal on April 8, 2025, and the additional documents provided by you on June 30, 2025, August 11, 2025 and August 13, 2025, in response to the City's notices of incomplete petition. The City may have additional inquiries in the course of preparing the staff report for submittal to the Hearing Officer. However, based on the City's review of the Petition including all documents submitted to date, as Rent Administrator for the City, I deem the Petition substantially complete to move forward with a hearing before the Hearing Officer, pursuant to Section 9.05.090 of the City of Calimesa Mobile Home Rent Stabilization Ordinance ("Ordinance"), and Chapter 10 of the Administrative Rules for the Implementation of the Mobile Home Rent Stabilization Ordinance ("Rules").

Please be advised that as provided in the Ordinance and Rules, this determination does not constitute a finding by the Rent Administrator or the Hearing Officer that the Petitioner has met its burden of proof that it is entitled to any Capital Improvement Rent Increase and/or Temporary Rent Increase. Furthermore, this determination does not preclude the Hearing Officer from requesting or directing The Californian to provide any additional information or documentation at the public hearing on the Petition, or any finding on the merits of the Petition, including but not limited to whether The Californian is entitled to a Capital Improvement Rent Increase or related Temporary Rent Increase for petition and hearing costs.

Residents' Right to Submit Responses

The City will also notify the Park residents of their right to submit a response to the Petition within 30 days, pursuant to Section 9.05.090(J) of the Ordinance. The City will provide you with a copy of that notice.

Scheduling of Public Hearing before Hearing Officer/Hearing Deposit

In accordance with Section 9.05.090(K) of the Ordinance, a public hearing before the Hearing Officer shall be commenced. The Hearing Officer has requested to hold the hearing on Monday, November 10, 2025 beginning at 9:00 a.m. Please confirm whether the November 10, 2025 date for the Public Hearing would be an available date. Otherwise please provide your available dates and times so that we may coordinate a hearing date with all interested parties.

Upon receipt of the hearing dates from you and the residents and/or the Park resident representatives, if any, the City will schedule the hearing on the Petition before the Hearing Officer. Please also note that Section 9.05.090(L) of the Ordinance authorizes the City to require deposit of the estimated cost of the public hearing not later than 15 days prior to the scheduled public hearing. The City will advise you of the estimated cost of the public hearing, which must be deposited in accordance with this requirement.

Please do not hesitate to contact the undersigned if you have any questions.

Very truly yours,

Will Kolbow
City Manager

By: 
Darlene Gerdes
Deputy City Manager/City Clerk/Rent Administrator

cc: Amy Greyson, Assistant City Attorney

City of Calimesa

908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399

www.calimesa.gov

"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

September 4, 2025

Californian Mobile Estates Residents
950 California Street
Calimesa, CA 92320

RE: The Californian Mobile Estates Petition for Capital Improvement Rent Increase and Temporary Rent Increase filed with the City of Calimesa Rent Administrator – Notice of Complete Petition

Dear Resident:

On April 8, 2025 the City of Calimesa received a Petition for Capital Improvement Rent Increase and Temporary Rent Increase for The Californian Mobile Estates. The petition was declared incomplete by the City on May 8, 2025. On June 30, 2025 additional documentation was received from the Park Owner. However, the City declared the petition incomplete once again on July 30, 2025. On August 11, 2025 additional documentation was submitted by the Park Owner. Pursuant to staff review of the petition and additional documentation as requested by the City, the petition for Capital Improvement Rent Increase is hereby declared complete.

Please be advised that pursuant to Chapter 9.05 of the Calimesa Municipal Code, the residents have the right to submit a written response or protest, along with all supporting documentation, ***within 30 days of the date of mailing of this notice and no later than October 6, 2025 by 5:00 p.m.***

A public hearing must be called within 45 days after the petition has been deemed complete by the City. **By separate letter, the City will notify you of the date, time and location of the public hearing**. You may attend the public hearing and submit oral comments at the public hearing in addition to, or instead of submittal of any written response to the petition.

Should you have any questions, please do not hesitate to contact my office at (909) 795-9801 or by email at dgerdes@calimesa.gov.

CITY OF CALIMESA

Will Kolbow
City Manager

BY: Darlene Gerdes

Darlene Gerdes, Deputy City Manager/Rent Administrator

CITY OF CALIMESA
PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am a citizen of the United States. I am over the age of eighteen years and not a party to the within action; my business address is **908 Park Avenue, Calimesa, California 92320.**

On **September 4, 2025**, I served the foregoing document described as **THE CALIFORNIAN MOBILE ESTATES PETITION FOR CAPITAL IMPROVEMENT RENT INCREASE AND TEMPORARY RENT INCREASE FILED WITH THE CITY OF CALIMESA RENT ADMINISTRATOR – NOTICE OF COMPLETE PETITION** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as indicated on the attached list.

I caused such envelope to be placed in the United States mail at Calimesa, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 4th day of September 2025, at Calimesa, California.

Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator
City of Calimesa

Resident names and space numbers

950 California St.
Calimesa, CA 92320

SPACE #	NAME
1	Robert Masterson
2	James Boltinhouse
3	Penelope Kirk
4	Elizabeth Avila
5	Joe Garcia
6	Dennis Hendrix
7	Josephine Rodriguez
8	Sandra Ayala
9	Stephen and Gerryl Hager
10	Stephanie Leary
11	Onnie Tjandra
12	Ricardo Loya/Cecilia Thompson
13	Charles Wood
14	Sheila Altemus
15	Terry Capps
16	Richard Wooten
17	Pablo Buenrostro
18	Darrell Crawford/Opal Brown
19	Barbara Grettum
20	Sharon Roundtree
21	Wesley/Regina Webber
22	Mauricio Chavarria/Tammy Echeverria
23	Jorge Renderos/Linda Letwinch
24	Tina Martin
25	C F Cox
26	Thomas Sweet
27	Edelmira Gomez
28	Betty Cummings

29	Steve/April Bowes
30	Tex/Terri Sollars
31	Jack Ferguson
32	Manuel Herrera
33	Jessie Maldonado
34	Carol Zander
35	Andrea McCabe
36	----------VACANT/RENTAL
37	_____RENTAL
38	Harry Alcantar
39	Ronald/Mary Terry
40	Kurtis Grove
41	Humberto Ventura
42	Pablo Chavez
43	Wendy Smith
44	Sam Hutchison
45	Juana Cundieff
46	Charles Hendricksen
47	Leticia Flores
48	Heather Carruthers
49	Roberto Bruster
50	Julie Vanvacter
51	----------RENTAL
52	Elizabeth Rohr
53	John Unruh
54	----------RENTAL
55	Michael/Ann Shea
56	Bill Clark
57	John Knox
58	Kim/Randy Engheben
59	Donna McWhorter
60	Janice Pendergraft
61	Robert Smith
62	Marnie Saldecke
63	Amarildo Franco
64	Natividad Rodriguez
65	Steven Rainey

66	Steven Montross
67	Gisele Luilhoite
68	Steve Sanchez
69	Diana Dahl/Patrick Bright
70	Armondo Vil
71	John/Donna Ward
72	David Bishop
73	Luis Abreqo
74	Rhonda Raum
75	Dallis/Alicia Hawkins
76	Ruth Ann Webster/Robert Finger
77	----------RENTAL
78	Jeanie Mize/Fusako Mize
79	Francisco Garcia
80	Michael/Lynda Fredrickson
81	----------RENTAL
82	Corina Delgado
83	David French
84	Daniel Delgado
85	Karen Ditta
86	David Perez
87	Richard/LaVonne Webb
88	Gerald Donnelly
89	----------Manager
90	Pamela Lee
91	Patricia Hudson
92	Gerald Smith
93	Stacy Searcy
94	Donna Johnson
95	Judy Morrill/Paul Burr
96	Nelson Carpio
97	Toni Drawbolt
98	Karen Hendrix
99	Robert Martinez
100	Bruce Dickinson
101	Rebecca Downs
102	Marnie/DeRonda Sellers

103	Barbara Walker
104	Kezzie Fender
105	Gloria Hastings
106	Luella Reinicke
107	David Gordon
108	Tandie Moreno
109	Randi Vahl
110	Art/Mary Rodriguez
111	Beatriz Mariscal
112	David/Sherry Opliger
113	Cheryl Buckman
114	Maria Flora Silva
115	Dennis/Jeri Hale
116	Bobbie Mosso
117	Tom Harris
118	Dayna Leeper
119	Barry Schultz
120	Larry Newlan
121	Marilyn Miller
122	Sandra Davis
123	Margarita Acosta
124	Jay Donenfeld
125	Connie Boltinhouse
126	----------RENTAL
127	John/Elena Browning
128	Gloria Lazo
129	Mark Isaak
130	Danny Jeske

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
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BY FIRST CLASS MAIL

October 1, 2025

TO: Elio Palacios, Esq., Hearing Officer
Palacios Law Office
7121 Magnolia Avenue
Riverside, CA 92504

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

Californian Mobile Estates Residents
950 California Street
Calimesa, CA 92320
(See attached Service List)

Donna Johnson (Park Resident Representative)
950 California Street, Space No. 94
Calimesa, CA 92320

RE: **NOTICE OF PUBLIC HEARING - Californian Mobile Estates Petition for Capital Improvement Rent Increase and Temporary Rent Increase**

PLEASE BE ADVISED that pursuant to Calimesa Municipal Code (CMC), Chapter 9.05, the public hearing on the Petition for Capital Improvement Rent Increase and Temporary Rent Increase ("Petition") submitted by park owner, Californian Mobile Estates Calimesa, L.P., for Californian Mobile Estates to the City of Calimesa will take place as follows:

DATE OF PUBLIC HEARING:	**Monday, November 10, 2025**
TIME OF PUBLIC HEARING:	**9:00 a.m.**
LOCATION OF PUBLIC HEARING:	**Norton Younglove Senior Center** **908 Park Avenue** **Calimesa, CA 92320**

Conduct of Public Hearing

The public hearing will be conducted in accordance with CMC Sections 9.05.090 and 9.05.140, and City of Calimesa Administrative Rules for Implementation of the Mobile Home Rent Stabilization Ordinance ("Rules"), Chapters 4, 10 and 11 . Elio Palacios, Esq., will serve as Hearing Officer and preside over the public hearing.

As a reminder, the Park Owner and Park Residents, and their representatives, may attend the public hearing and submit oral comments on the Petition at the public hearing in addition to any documents previously submitted to the City's Rent Administrator with regard to the Petition.

As the Rent Administrator previously advised the Park Residents' Representative and the Park Residents, their response to the Petition is due no later than 5:00 pm on October 6, 2025.

In addition, pursuant to Section 4.8(a) of the Rules, any other written materials or documents that the Park Owner or Park Residents, and/or their respective representatives, may wish the Hearing Officer to consider at the public hearing, must be submitted to the Rent Administrator not later than noon on the fourteenth (14th) day prior to the hearing, or **not later than October 27, 2025 at 12:00 p.m**. Any such additional documentation must be sent or delivered by mail, electronic mail (email) or personal delivery, to the following location:

Darlene Gerdes, Deputy City Manager/Rent Administrator
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
OR by email to: dgerdes@calimesa.gov

The agenda and staff report will be available for public review on November 4, 2025.

Should you have any questions, please do not hesitate to contact my office at (909) 795-9801 or by email at dgerdes@calimesa.gov.

CITY OF CALIMESA
Will Kolbow
City Manager

BY: 
Darlene Gerdes, Deputy City Manager/Rent Administrator

Cc: Amy Greyson, Assistant City Attorney

CITY OF CALIMESA
PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am a citizen of the United States. I am over the age of eighteen years and not a party to the within action; my business address is **908 Park Avenue, Calimesa, California 92320.**

On **October 1, 2025**, I served the foregoing document described as **THE NOTICE OF PUBLIC HEARING OF THE CALIFORNIAN MOBILE ESTATES PETITION FOR CAPITAL IMPROVEMENT RENT INCREASE AND TEMPORARY RENT INCREASE FILED WITH THE CITY OF CALIMESA RENT ADMINISTRATOR** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as indicated on the attached list and the following 3 addresses:

Elio Palacios, Esq., Hearing Officer
Palacios Law Office
7121 Magnolia Avenue
Riverside, CA 92504

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

Donna Johnson (Park Resident Representative)
950 California Street, Space No. 94
Calimesa, CA 92320

I caused such envelope to be placed in the United States mail at Calimesa, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 1st day of October 2025, at Calimesa, California.

Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator
City of Calimesa

Resident names and space numbers

950 California St.
Calimesa, CA 92320

SPACE #	NAME
1	Robert Masterson
2	James Boltinhouse
3	Penelope Kirk
4	Elizabeth Avila
5	Joe Garcia
6	Dennis Hendrix
7	Josephine Rodriguez
8	Sandra Ayala
9	Stephen and Gerryl Hager
10	Stephanie Leary
11	Onnie Tjandra
12	Ricardo Loya/Cecilia Thompson
13	Charles Wood
14	Sheila Altemus
15	Terry Capps
16	Richard Wooten
17	Pablo Buenrostro
18	Darrell Crawford/Opal Brown
19	Barbara Grettum
20	Sharon Roundtree
21	Wesley/Regina Webber
22	Mauricio Chavarria/Tammy Echeverria
23	Jorge Renderos/Linda Letwinch
24	Tina Martin
25	C F Cox
26	Thomas Sweet
27	Edelmira Gomez
28	Betty Cummings

29	Steve/April Bowes
30	Tex/Terri Sollars
31	Jack Ferguson
32	Manuel Herrera
33	Jessie Maldonado
34	Carol Zander
35	Andrea McCabe
36	----------VACANT/RENTAL
37	_____RENTAL
38	Harry Alcantar
39	Ronald/Mary Terry
40	Kurtis Grove
41	Humberto Ventura
42	Pablo Chavez
43	Wendy Smith
44	Sam Hutchison
45	Juana Cundieff
46	Charles Hendricksen
47	Leticia Flores
48	Heather Carruthers
49	Roberto Bruster
50	Julie Vanvacter
51	----------RENTAL
52	Elizabeth Rohr
53	John Unruh
54	----------RENTAL
55	Michael/Ann Shea
56	Bill Clark
57	John Knox
58	Kim/Randy Engheben
59	Donna McWhorter
60	Janice Pendergraft
61	Robert Smith
62	Marnie Saldecke
63	Amarildo Franco
64	Natividad Rodriguez
65	Steven Rainey

66	Steven Montross
67	Gisele Luilhoite
68	Steve Sanchez
69	Diana Dahl/Patrick Bright
70	Armondo Vil
71	John/Donna Ward
72	David Bishop
73	Luis Abreqo
74	Rhonda Raum
75	Dallis/Alicia Hawkins
76	Ruth Ann Webster/Robert Finger
77	----------RENTAL
78	Jeanie Mize/Fusako Mize
79	Francisco Garcia
80	Michael/Lynda Fredrickson
81	----------RENTAL
82	Corina Delgado
83	David French
84	Daniel Delgado
85	Karen Ditta
86	David Perez
87	Richard/LaVonne Webb
88	Gerald Donnelly
89	----------Manager
90	Pamela Lee
91	Patricia Hudson
92	Gerald Smith
93	Stacy Searcy
94	Donna Johnson
95	Judy Morrill/Paul Burr
96	Nelson Carpio
97	Toni Drawbolt
98	Karen Hendrix
99	Robert Martinez
100	Bruce Dickinson
101	Rebecca Downs
102	Marnie/DeRonda Sellers

103	Barbara Walker
104	Kezzie Fender
105	Gloria Hastings
106	Luella Reinicke
107	David Gordon
108	Tandie Moreno
109	Randi Vahl
110	Art/Mary Rodriguez
111	Beatriz Mariscal
112	David/Sherry Opliger
113	Cheryl Buckman
114	Maria Flora Silva
115	Dennis/Jeri Hale
116	Bobbie Mosso
117	Tom Harris
118	Dayna Leeper
119	Barry Schultz
120	Larry Newlan
121	Marilyn Miller
122	Sandra Davis
123	Margarita Acosta
124	Jay Donenfeld
125	Connie Boltinhouse
126	----------RENTAL
127	John/Elena Browning
128	Gloria Lazo
129	Mark Isaak
130	Danny Jeske

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

BY FIRST CLASS MAIL

October 28, 2025

TO: Elio Palacios, Esq., Hearing Officer
Palacios Law Office
7121 Magnolia Avenue
Riverside, CA 92504

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

Californian Mobile Estates Residents
950 California Street
Calimesa, CA 92320
(See attached Service List)

Donna Johnson (Park Resident Representative)
950 California Street, Space No. 94
Calimesa, CA 92320

RE: **NOTICE OF RESCHEDULED PUBLIC HEARING - Californian Mobile Estates Petition for Capital Improvement Rent Increase and Temporary Rent Increase**

PLEASE BE ADVISED that pursuant to Calimesa Municipal Code (CMC), Chapter 9.05, the public hearing on the Petition for Capital Improvement Rent Increase and Temporary Rent Increase ("Petition") submitted by park owner, Californian Mobile Estates Calimesa, L.P., for Californian Mobile Estates to the City of Calimesa will take place as follows:

DATE OF PUBLIC HEARING: **Tuesday, December 9, 2025**

TIME OF PUBLIC HEARING: **9:00 a.m.**

LOCATION OF PUBLIC HEARING: **Norton Younglove Senior Center**
908 Park Avenue
Calimesa, CA 92320

Conduct of Public Hearing

The public hearing will be conducted in accordance with CMC Sections 9.05.090 and 9.05.140, and City of Calimesa Administrative Rules for Implementation of the Mobile Home Rent Stabilization Ordinance ("Rules"), Chapters 4, 10 and 11 . **Elio Palacios, Esq., will serve as Hearing Officer and preside over the public hearing.**

As a reminder, the Park Owner and Park Residents, and their representatives, may attend the public hearing and submit oral comments on the Petition at the public hearing in addition to any documents previously submitted to the City's Rent Administrator with regard to the Petition.

In addition, pursuant to Section 4.8(a) of the Rules, any other written materials or documents that the Park Owner or Park Residents, and/or their respective representatives, may wish the Hearing Officer to consider at the public hearing, must be submitted to the Rent Administrator not later than noon on the fourteenth (14th) day prior to the hearing, or **not later than November 26, 2025 at 12:00 p.m.** Any such additional documentation must be sent or delivered by mail, electronic mail (email) or personal delivery, to the following location:

Darlene Gerdes, Deputy City Manager/Rent Administrator
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
OR by email to: dgerdes@calimesa.gov

The agenda and staff report will be available for public review on December 3, 2025.

Should you have any questions, please do not hesitate to contact my office at (909) 795-9801 or by email at dgerdes@calimesa.gov.

CITY OF CALIMESA
Will Kolbow
City Manager

BY: _____
Darlene Gerdes, Deputy City Manager/Rent Administrator

Cc: Amy Greyson, Assistant City Attorney

CITY OF CALIMESA
PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am a citizen of the United States. I am over the age of eighteen years and not a party to the within action; my business address is **908 Park Avenue, Calimesa, California 92320.**

On **October 28, 2025**, I served the foregoing document described as **THE RESCHEDULED NOTICE OF PUBLIC HEARING OF THE CALIFORNIAN MOBILE ESTATES PETITION FOR CAPITAL IMPROVEMENT RENT INCREASE AND TEMPORARY RENT INCREASE FILED WITH THE CITY OF CALIMESA RENT ADMINISTRATOR** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as indicated on the attached list and the following 3 addresses:

Elio Palacios, Esq., Hearing Officer
Palacios Law Office
7121 Magnolia Avenue
Riverside, CA 92504

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

Donna Johnson (Park Resident Representative)
950 California Street, Space No. 94
Calimesa, CA 92320

I caused such envelope to be placed in the United States mail at Calimesa, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 28th day of October 2025, at Calimesa, California.

Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator
City of Calimesa

Resident names and space numbers

950 California St.
Calimesa, CA 92320

SPACE #	NAME
1	Robert Masterson
2	James Boltinhouse
3	Penelope Kirk
4	Elizabeth Avila
5	Joe Garcia
6	Dennis Hendrix
7	Josephine Rodriguez
8	Sandra Ayala
9	Stephen and Gerryl Hager
10	Stephanie Leary
11	Onnie Tjandra
12	Ricardo Loya/Cecilia Thompson
13	Charles Wood
14	Sheila Altemus
15	Terry Capps
16	Richard Wooten
17	Pablo Buenrostro
18	Darrell Crawford/Opal Brown
19	Barbara Grettum
20	Sharon Roundtree
21	Wesley/Regina Webber
22	Mauricio Chavarria/Tammy Echeverria
23	Jorge Renderos/Linda Letwinch
24	Tina Martin
25	C F Cox
26	Thomas Sweet
27	Edelmira Gomez
28	Betty Cummings
29	Steve/April Bowes
30	Tex/Terri Sollars
31	Jack Ferguson
32	Manuel Herrera
33	Jessie Maldonado
34	Carol Zander
35	Andrea McCabe
36	----------VACANT/RENTAL
37	_____RENTAL
38	Harry Alcantar
39	Ronald/Mary Terry
40	Kurtis Grove
41	Humberto Ventura
42	Pablo Chavez
43	Wendy Smith
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45	Juana Cundieff
46	Charles Hendricksen
47	Leticia Flores
48	Heather Carruthers
49	Roberto Bruster
50	Julie Vanvacter
51	----------RENTAL
52	Elizabeth Rohr
53	John Unruh
54	----------RENTAL
55	Michael/Ann Shea
56	Bill Clark
57	John Knox
58	Kim/Randy Engheben
59	Donna McWhorter
60	Janice Pendergraft
61	Robert Smith
62	Marnie Saldecke
63	Amarildo Franco
64	Natividad Rodriguez
65	Steven Rainey

000522

66	Steven Montross
67	Gisele Lüilhoite
68	Steve Sanchez
69	Diana Dahl/Patrick Bright
70	Armondo Vil
71	John/Donna Ward
72	David Bishop
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74	Rhonda Raum
75	Dallis/Alicia Hawkins
76	Ruth Ann Webster/Robert Finger
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78	Jeanie Mize/Fusako Mize
79	Francisco Garcia
80	Michael/Lynda Fredrickson
81	----------RENTAL
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83	David French
84	Daniel Delgado
85	Karen Ditta
86	David Perez
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99	Robert Martinez
100	Bruce Dickinson
101	Rebecca Downs
102	Marnie/DeRonda Sellers

000523

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104	Kezzie Fender
105	Gloria Hastings
106	Luella Reinicke
107	David Gordon
108	Tandie Moreno
109	Randi Vahl
110	Art/Mary Rodriguez
111	Beatriz Mariscal
112	David/Sherry Opliger
113	Cheryl Buckman
114	Maria Flora Silva
115	Dennis/Jeri Hale
116	Bobbie Mosso
117	Tom Harris
118	Dayna Leeper
119	Barry Schultz
120	Larry Newlan
121	Marilyn Miller
122	Sandra Davis
123	Margarita Acosta
124	Jay Donenfeld
125	Connie Boltinhouse
126	----------RENTAL
127	John/Elena Browning
128	Gloria Lazo
129	Mark Isaak
130	Danny Jeske

Californian Mobile Estates Residents Opposition to the Capital Improvement Petition submitted by Mr. Peter Wang, Park Owner

Resident Opposition was submitted to the City of Calimesa Rent Administrator on **October 1, 2025**

By Park Resident Representative Donna Johnson

Receipt of Documents

Park Name: Californian MH+E
APN: 410-120-018 – 410-100-015 – 410-100-024
Address: 950 California St. Calimesa, CA 92320

Date of Delivery: 10/1/25
Delivered By (Owner/Agent): Donna Johnson
Received By (Resident Representative):
Donna Johnson

Documents Provided

Proof of Fair Market Profit/Fair Return
Capital Improvements – Factual Summary
Capital Improvements & Utility Conversion Program (showing owner didn't pay for it)
Resident letters (2)
Miscellaneous documents for proof the pass-thru is invalid/ Pictures
Park owner's loan documents
Certificate of registration devices, (not current)

Certification

I, the undersigned, acknowledge receipt of the documents checked above on the date noted.

Delivered By: TO:
Name: Darlene Gerdes
Signature: Darlene Gerdes
Date: 10/1/2025

RECEIVED
OCT 1 2025
CITY CLERK'S OFFICE

List of documents submitted with Written Protest by Donna Johnson, Resident Representative – Received October 1, 2025 by Rent Administrator

SECTION 1 ATTACHMENTS

- 3 page document entitled “Mediation Concern Packet” written by Donna Johnson to Darlene Gerdes dated October 1, 2025.
- Copies of various news articles regarding mobile home parks owned by Mr. Peter Wang.
- 5 Photographs of map of The Californian Mobile Home Park dated 2023 and 2024.
- 1 Photograph of a Certificate of Registration issued by the Department of Weights and Measures Riverside County dated September 21, 2025.
- 2 Photographs of laundry room located in the Californian Mobile Home Park dated November 8, 2023.
- 8 Photographs of the Recreation/Shuffleboard room located in the Californian Mobile Home Park dated June 24, 2023, November 8, 2023 and November 3, 2024.
- 15 Photographs of the Pool/Spa located in the Californian Mobile Home Park dated June 27, 2023, October 18, 2023, November 8, 2023, January 13, 2024, March 25, 2024, July 4, 2024 and September 21, 2025.
- 20 Photographs of the streets located in the Californian Mobile Home Park dated August 9, 2023 and August 20, 2023.

SECTION 2 ATTACHMENTS

- Copy of document entitled “Proof of Fair Market Profit” – 19 pages
- Copy of document entitled "Residents: What you need to know about the Rent Increase” written by Donna Johnson
- Copy of document entitled "Property & Equity Report”
- Copy of document entitled “Objection to Hearing Progressing – Lack of financial documentation” written by Donna Johnson to the Hearing Officer.
- Memo to Peter Wang, Park Owner from Donna Johnson requesting financial disclosure – 5 pages.

- Copy of recorded Substitution of Trustee and Full Deed of Reconveyance for the Californian Mobile Home Park – 3 pages.

- Copy of Property Profile Information for the Californian Mobile Estates, California and copies of recorded grant deed and loan documents. – 27 pages

- Copy of document entitled “Entities registered at 425 N. Whisman Road # 600, Mountain View, Ca 94043” – 4 pages

- Copy of document entitled ”Capital Improvements – Factual Summary”

- Copy of document entitled “Capital Improvement and Utility Conversion Program”

- Copy of letter to Calimesa City Clerk’s office dated September 23, 2025 from Deronda Sellers resident in Space no. 102 regarding public comments of capital improvement petition.

- Copy of Certificate of Registration from Division of Weights and Measures County of Riverside, includes written comments by resident of noncurrent registration.

- Copy of document entitled “Points to Consider” written and distributed by Donna Johnson

- Copy of Peter Wangs loan documents for purchase of park.

SECTION 3 ATTACHMENTS

- Copies of before and after photos as included in the original petition submitted by the park owner of the pool and spa, street lighting, streets and clubhouse before and during construction.

- Copies of photos as included in the original petition submitted by the park owner of the clubhouse after improvements, map of streetlight locations, documents regarding pool and spa improvements. Map indicating what streets have been repaved. Map of the Californian Mobile Home Park. Diagram of clubhouse that includes, office, file room, storage, utility room, restrooms and kitchen. Diagram of clubhouse, pool/spa, laundry and recreation buildings.

SECTION 4 ATTACHMENTS

- Copies of pages from Mr. Wang's 2023 loan documents-pages 2,3,5,6,7,9,13,24,and 29. Pages 38 & 39 entitled addendum to Deed of Trust.

- Copies of pages 1,20,11&12 of the Californian Mobile Home Park Regulations

- Complaint form from Heather Carruthers regarding no resident access to amenities in the park dated January 21, 2022.

- Copy of January 15, 2023 Letter to residents from Laura Ballantyne informing residents of new management team effective February 1m 2023 and notification of change in titling of the Mobile Home Park Name.

- Copy of January 23, 2023 letter to residents re: Mobile Home Park Owner creating an LLC to Californian Mobile Estates, LLC. Written by Laura Ballantyne.

- Copy of June 16, 2023 letter to residents from Laura Ballantyne regarding a letter she received from resident Heather Carruthers requesting use of the clubhouse to have a resident meeting.

- Copy of letter to residents from Park Management dates June 29, 2023 entitled "Notice of Amendment to Rules and Regulations".

- Copy of Letter to residents dated September 22, 2023 announcing new park owner Mr. Peter Wang effective September 29, 2023.

- Copy of complaint from Heather Carruthers dated October 17, 2023 regarding the pool being closed to the residents.

- Copy of complaint from Heather Carruthers dated October 19. 2023 regarding the pool and facilities being closed to the residents.

- Copy of meeting notice to residents informing of meetings scheduled for October 18, 2023 from 6:30 – 7:30 pm and October 19. 2023 9:30 – 10:30 am at the clubhouse regarding information regarding the capital improvements.

- Copy of letter to residents dated October 23, 2023 providing a summary of the meetings held on October 18, 2023 and October 19, 2023. Letter copy also includes handwritten comments and notes written by resident Heather Carruthers.

- Copy of complaint form written and submitted by resident Heather Carruthers dated December 3, 2023 regarding the lack of lighting in the park and the denial of access to the park facilities – 5 pages.

- Copy of complaint form written and submitted by resident Heather Carruthers dated January 2, 2024 regarding residents being locked out of facilities and stating that the park is in violation of the Health and Safety Code.

- Copy of Ballot of resident Heather Carruthers for pool and spa improvement project. – 2pages

- Copy of map of clubhouse/recreation building dated January 9, 2024.

- 2 copies of 3 page written complaint from Heather Carruthers regarding various issues in the Park dated February 15, 2024.

- Copy of complaint form written and submitted by resident Heather Carruthers dated March 5, 2024 regarding no pool access and includes a list of 8 residents who signed a document entitled "open our pool".

- Copy of Notice to Residents from Park Management dated May 3, 2024 regarding new streets with an invitation to two available resident meeting dates of May 16, 2025 from 6 – 7 pm and May 17, 2024 from 10 – 11 am to view the construction itinerary.

- Copy of Notice to Residents from Park Management dated May 20, 2024 informing residents of repairs taking place in the park.

- Copy of complaint form written and submitted by Heather Carruthers dated June 4, 2024 regarding closed amenities and her request of a reduction in rent. Also includes a complaint regarding residents mail being delivered by the park management, noting a violation of federal law.

- Copy of a response written and submitted by Mr. Wang on June 12, 2024 in response to a complaint submitted by Heather Carruthers. Attached is a copy of an additional complaint submitted and written by Heather Carruthers dated June 19, 2025 in response to Mr. Wang's June 12, 2024 letter.

- Copy of letter to resident Heather Carruthers form Mr. Wang and Renea Amour dated November 17, 2024 regarding the satisfaction survey provided to park management and park owner from Heather Carruthers.

- Copy of letter to residents from park management dated March 17, 2025 regarding a survey/vote on converting the Shuffleboard Room to a game room. Copy includes hand written comments by Heather Carruthers.

- Copy of document entitled "Certificate of Registration" from the Department of Weights and Measures County of Riverside. Document includes hand written comments.

- Copy of a document entitled "Evacuation Route Map" of the Californian Mobile Home Park dated September 22, 2025. Includes a photograph of the same map.

- Copy of Notice to Residents regarding results of votes for capital improvements dated November 29, 2023. Copy includes hand written comments.

- Copy of a photograph of the inside of the clubhouse dated September 22, 2025

- Copy of a drawing of a map of the clubhouse and recreation building dated September 22, 2025.

Opposition to rent increase

RECEIVED
OCT 2025

Section G (2) This petition is not complete, as many of these documents are not legible or reproducible. They do not represent the meetings that actually took place, nor do I see in his petition these letters he sent to residents before and after meetings. There are many records missing and many, many written complaints, as well as a voice recording of Mr. Wang in one of these meetings. Please hear the audio recording submitted. Also, none of these pictures are dated, and many of these documents are self-serving and do not support his declarations. We pay a yearly rent increase, and that is difficult enough for most of us on fixed incomes. On appellant's first submitted application, page 13 of 38, question number 22, we do not have access to all community amenities, and Mr. Wang fails to put in there the shuffleboard room. Number 24, page 13 of 38, the date and type of the last increase obviously is the CPI increase that all mobile home park owners get yearly. Question 26, under attachment A, A1, paving, the streets were in very bad shape, he says, needing major repairs. And this is true. And according to Title 25, Section 1116, this is the responsibility of Mr. Wang. Question 26, number 2, park lighting improvements. Yes, there was insufficient lighting. But Mr. Wang is required by Title 25, Section 1108 to provide that. Question 26, number three, Pool and Spa. Please see Appellants D-2-3, which is the HCD spa report. This is an amenity that the residents pay for that's included in base rent. The only SPA violation noted by HCD on 2-22-24 was T-25 CCR section 1-1-0-2-A. Question 26, number four, Clubhouse Roof Remodel. He says the roof was leaking in places and passed its useful life. Well, of course it is, because it's his responsibility to maintain that roof. We as mobile homeowners are required to maintain our roof so it doesn't leak. Title 25 CCR Section 1102A requires Mr. Wang to maintain all common areas in good working order. The remodel included an expansion of the office. The prior office space was not ADA compliant. That is a law Mr. Wang must comply with. What Mr. Wang fails to mention as a result of this remodel of the office is that it took away our game room, it also took away our lounge and library area, it took away our piano area, and what else? And the TV that's in there now is not connected to any service. These improvements are not improvements. These improvements are a failure to maintain his own property, they are regular maintenance repairs that have not been done, and we refuse to pay for them. The owner is trying to pass through this cost to the residents when legally it is his responsibility. These are repairs and failure to maintain his property. On Appellant's Attachment B, B1, Street Improvements, we refuse to pay any amount. Please see Title 25, Section 1116. This is solely Mr. Wang's responsibility. Please also see the picture submitted. Attachment BB1, Park Lighting. Again, Mr. Wang's responsibility. Please see Title 25, Section 1108. We refuse to pay for this as Mr. Wang is obligated by law to provide lighting in the entire park. Attachment B, B2, Pool and Spa Improvements. Please see Title 25 CCR Section 1102A. Not only did the residents not vote for this, but it was not necessary. HCD had a violation on the spa and the pool, but these were repairs that were required by the owner of the park. The mobile home park owner is required to keep the common area facilities up to code, and this is included in our base rent. We pay for these amenities, and Mr. Wang must keep them in good working condition. Attachment B, B2, Clubhouse and Roof Replacement. The residents will not pay for this as this was done by the prior owner, Laura Ballantine. He got this in the price of the park and the roof replacement was a failure to maintain. Yes, the roof is going to need replacing if you don't maintain your roof. We the residents have to maintain the roof on our own mobile home and Mr. Wang is required to maintain the roof on all common area facilities that the residents pay for. On Appellant's second amended application, Question 1, there were no votes and prior owner made mention of projects and improvements in two letters, one dated 1-15-23 and 6-16-23. Question 2. Mr. Wang paid for these improvements in his purchase price of $5,235,000, which includes improvements and fixtures. See loan document

number 2023-028-5294, page 2, 3, 5, 6, 7, 9, 13, and 24. See mobile home addendum to Deed of Trust, pages 1 and 2. We pay a yearly rent increase. Mr. Wang receives these in monthly rents and receives approximately $1.2 million a year in rents. Mr. Wang got a heck of a deal for acquiring this property for $5 million as the Watsons, the prior owners, paid approximately $3.8 million for it in 2005. There is no need for immediate monetary compensation for a property Mr. Wang promised his lender that was free from damage that would materially impair the value or use of the property. Future rent adjustments are adequate under the rent regulation process. Mr. Wang produces no operating budget nor maintaining the property budget. Operating expenses should include capital improvement costs. Mr. Wang enjoys the tax benefits, rents, and can borrow against the property, hold it for investment, convert it, or sell it. Mr. Wang has not lost any rental income and has not lost use of his property. Expenditures on work completed within the last 12 months do not apply as lighting and paving are legal duties a mobile home park owner must maintain. Maintaining the property and all amenities is also an obligation of mobile home park owners. The SPA had one violation and no HCD report submitted shows the need or request for Mr. Wang to do a remodel. The pool had several violations, however, it appears all but one required a plan to fix and that was the shell of the pool. All other violations were easily remedied. Question 4, Street Project. Please see our dated pictures as to the condition of the streets. See also Title 25, Section 1116. There will be no depressions in which surface water will accumulate and remain for a period of time that would constitute a health and safety violation as determined by the enforcement agency, etc. Our streets were flooded by many inches and in some areas from coach to coach. We have many residents, including myself, which had to put sandbags when there was heavy rains so that the water did not encroach onto our coach. Park Lighting was almost non-existent. Title 25, Section 1108. Very clear through this law that this cost falls on the mobile home park owner. Pool and Spa. Please see our dated pictures. Yes, there is much confusion with regards to the pool and the spa, as HCD only had one violation on the spa. Title 25, Section 1102A. The owner for the park shall be responsible for safe operation and maintenance of all common areas, park-owned electrical, gas, and plumbing equipment, and their installations, and all park-owned permanent buildings or structures within the park, etc. Pool. Please see our dated pictures. The shell appears to be the only repair that needed a plan. Title 25, Section 1102A. Also, the pool in his remodel plans show new fencing. No new fencing was put up. The only new items around the pool were two new gates. Also, every single crack on the decking of the pool is still there and still covered by terrible caulking. There are still safety issues on the deck of the pool, and the other violations were easily remedied. The mobile home park owner is required to keep all community common areas in good working order. Clubhouse and Roof. Clubhouse was renovated by a prior owner for benefit of the sale of her park. Please see letters she wrote to residents of the park. As far as the roof, it is the mobile home park owner's responsibility, as it is ours, to take care of our own roof on our own mobile home. It probably was not an ordinary repair, as it was neglected and leaked. Failure to maintain does not give right to capital improvement. We all have to coat our roofs on our private mobile homes, so they don't leak and fall into disrepair. Clubhouse was completed before Mr. Wang's purchase, definitely prior to the last 12 months. SD1 8.2 No space number and no name. SD1 8.3 This is an untrue statement and not substantiated by the inspector's reports. Letter dated 8-6-2025. This is a self-serving letter from a contractor hired by the prior owner, Laura Ballantyne. Mr. Reimer, a self-admitted addict, has no dates in this letter, and in fact, the day Donna Johnson and Heather Carruthers took pictures of the closed shuffleboard room on November 8, 2023, Mr. Reimer said he would not let us in to take pictures, and that it would be closed indefinitely. MRL 798.53 A, B, C, and F. There were many, many complaints from residents and notified

multiple times in writing regarding all of these issues. MRL 798.15 D, it is the responsibility of management to provide and maintain physical improvements in the common facilities in good working order and condition. Page 6, A, there was no new enclosure around the pool. Please see our dated pictures that show the fencing around the pool is the exact same, despite any diagrams or any cost he says he paid for. The only change were two new gates. See picture dated 9-21-25. Page 6B, please see HCD violation report on SPA. Inspector clearly checks that there was no one there to discuss. There is no report of a leak nor a writing that Mr. Heim advised anyone of anything. SPA and accessory structures were in disrepair and moldy. Many people used the SPA but complained of the dirt and mold and carpets in disrepair. Page 7, C, Photos. None of these photos are dated, absolutely none of them. Page 7, Clubhouse and Roof Improvements. We have to coat our own roofs as well. Mobile home park owner must maintain common area roof. Remodel of the clubhouse took away our game room, our lounge library area, our piano, and currently has a TV in there that's not even connected to service. Letter dated 1-29-2025, another self-serving letter from Mr. Reimer with no dates and quite frankly, very unprofessional. Second half of 2023, near end of 2023. In summation, the residents do not agree to this capital improvement pass-through. Mr. Wang has not submitted any operating budget. He has lied consistently through his application. He has not submitted proper documentation. None of his pictures are dated. He has absolutely received value for the things that were included in the sale price. We have submitted loan documents, complaint letters, letters from the prior owner to residents, Mr. Wang's letters, walkthroughs by residents, pictures, dated pictures, and Mr. Wang, to this day, is not in compliance with MRL law nor Title 25 codes on numerous levels.



List of documents submitted with Written Protest by Donna Johnson, Resident Representative – Received October 1, 2025 by Rent Administrator

- 3 page document entitled "Mediation Concern Packet" written by Donna Johnson to Darlene Gerdes dated October 1, 2025.
- Copies of various news articles regarding mobile home parks owned by Mr. Peter Wang.
- 5 Photographs of map of The Californian Mobile Home Park dated 2023 and 2024.
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- 8 Photographs of the Recreation/Shuffleboard room located in the Californian Mobile Home Park dated June 24, 2023, November 8, 2023 and November 3, 2024.
- 15 Photographs of the Pool/Spa located in the Californian Mobile Home Park dated June 27, 2023, October 18, 2023, November 8, 2023, January 13, 2024, March 25, 2024, July 4, 2024 and September 21, 2025.
- 20 Photographs of the streets located in the Californian Mobile Home Park dated August 9, 2023 and August 20, 2023.

Mediation Concern Packet

Californian Mobile Estates

Prepared by: Donna Johnson

Date: October 1, 2025



Concern Regarding Mediator's Qualifications in GSMOL Matters

Attention: Darlene Gerdes, City Clerk

I respectfully wish to raise a concern regarding the assignment of attorney Elio Palacios Jr. (CA State Bar #216405) as mediator in my matter involving Californian Mobile Estates.

According to the California State Bar record, Mr. Palacios' areas of practice and specialization are in business law, corporate transactions, and commercial law. While these fields require legal expertise, they do not reflect direct experience or training in the Golden State Manufactured-home Owners League (GSMOL) standards or the Mobilehome Residency Law (MRL), California Civil Code § 798 et seq.

The laws and protections under GSMOL and the MRL are separate and highly specific legal standards that govern resident rights, rent control, clubhouse access, and rules regarding capital improvement charges. These issues are central to my case. They require a mediator who understands the nuances of these laws in order to ensure a fair and balanced process.

Because of this, I am concerned that Mr. Palacios, without demonstrated experience in GSMOL or the MRL, may not be able to properly review or interpret the paperwork and documentation that has been carefully prepared and will be presented on behalf of the residents. If the mediator is not familiar with GSMOL protections, there is a risk that these submissions will not receive the fair consideration they deserve under the law.

Under California's Mobilehome Residency Law and consistent with the protections advocated by GSMOL, residents have the right to a fair and impartial hearing of their disputes. If there is a reasonable belief that the assigned mediator does not possess the necessary qualifications or knowledge of GSMOL and the MRL, residents have the right to object and request that a different neutral be assigned. This ensures that the process remains balanced and that residents are not disadvantaged due to lack of subject-matter expertise.

For these reasons, I respectfully request that my concern be reviewed and that mediation in this matter be handled by an individual with adequate knowledge of GSMOL and the Mobilehome Residency Law. Without such knowledge, residents such as myself may not have a fair opportunity to present our case or defend against claims that conflict with California's mobilehome residency protections.

Sincerely,

Donna Johnson

Donna Johnson

Date: October 1, 2025

Key GSMOL / Mobilehome Residency Law (MRL) References

This sheet summarizes important sections of the California Mobilehome Residency Law (Civil Code § 798 et seq.) that protect residents of mobilehome parks. These are the laws that mediators and decision-makers must understand to ensure a fair and balanced process in disputes such as those involving Californian Mobile Estates.

- Civil Code § 798.30: Limits on rent increases; restrictions on timing and notice requirements.
- Civil Code § 798.31: Prohibits rules or regulations that are unreasonable or not uniformly applied.
- Civil Code § 798.49: Prohibits passing through capital improvement costs to residents unless specifically allowed.
- Civil Code § 798.56: Restrictions on termination of tenancy; requires just cause under specific conditions.
- Civil Code § 798.74: Sale or transfer of mobilehomes within the park; limits on management interference.
- Civil Code § 798.87: Ensures resident access to common facilities, such as the clubhouse, without unreasonable restrictions.
- Civil Code § 798.85: Prohibits retaliation by park management against residents for exercising legal rights.

These provisions demonstrate why GSMOL/MRL expertise is essential for mediators, arbitrators, and decision-makers in mobilehome residency disputes.

Mobile home park owner wants to double rent

By Slav Kandyba- December 18, 2007
1196



Distinction between "renters" + base rent for owner

Larry Aden, left, stands out in front of his mobile home with

The owner of Windmill Mobile Estates will have to wait until next month to find out if can double the rent of tenants without a lease.
MORGAN HILL

The owner of Windmill Mobile Estates will have to wait until next month to find out if can double the rent of tenants without a lease.

Peter Wang, who bought Windmill, 575 San Pedro Ave., for about $4.3 million in 2005, considers it an investment property and believes the rent income he receives falls short of what he can collect in the current mobile housing market. To make a case for an increase, he asked economist Richard Fabrikant to do a market rent study and hired attorney William Dahlin.

"I understand people are against the increase, but I just don't know what else I can do from the business perspective," Wang said.

Windmill is one of six mobile home parks in Morgan Hill, said Margarita Balagso, the senior coordinator at the Business Assistance and Housing Services Department and liason to the Mobile Home Rent Commission.

Wang, Fabrikant and Dahlin took turns arguing for the increase to the commission on Dec. 4. The increase would raise average rents of unleased tenants at Windmill by about $190 per space, or 51 percent over the current average of $373 per month. Tenants pay from $320 to $775 in monthly rent at Windmill, Wang said. Out of 90 residents, 61 are under lease, 27 are unleased, and two are in the midst of moving, Wang said. Under the five-year leases, rent is locked in to increase according to a percentage calculated using the Consumer Price Index. For leased spaces it's a $30 increase and for the unleased, $10, Wang said.

The proposed increase would affect about one third of the Windmill tenants population, and a cluster of them came to the meeting to register their concerns.

"When my lease is up, is he (Wang) going to increase rent?" asked tenant Ginger Sotelo, to which Wang responded by saying he tried to extend lease by up to five years.

Larry Charles Aden, who takes care of an 86-year-old Windmill resident, said many tenants are seniors on fixed incomes and a steep increase would "price some of (them) out of their homes," he said.

Although Dahlin urged the commission to approve the increase, the commissioners decided to postpone the vote until Jan. 15. They sought advice from City Attorney Janet Kern, who said that the commissioners shouldn't have to give in to pressure from the owner and forced to vote. The panel meets quarterly and is the first step that a mobile home park owners must take if they want to increase rent. The commission makes recommendations to the full city council, which has the final say.

Balagso said the staff won't be making a recommendation, only "an analysis and present that to the commission," she said Monday.

"I disagree with the owner's representative (Dahlin)," said Kern. "Anybody can continue a hearing. This commission hasn't had staff analysis."

Commission chair Swanee Edwards agreed, saying the issue needed to have more facts on which to make a decision. Wang and his representatives couldn't answer commissioners' questions about average rents at other mobile home parks in the area. The commissioners voted 4-0 to ask the city staff to look into the facts and report back. Commissioner Elena Ann Miles, recused herself from the meeting because she works for Wang as a property manager at Windmill. The commission also took into account the city's rent control ordinance, which allows rental property owners to increase rents only once per year; Wang raised rent earlier this year, according to his petition.

There is a bigger issue at work as well as far as Wang's attorney sees it. The city's rent control ordinance prevents Wang from receiving a fair return on his investment and therefore it violates state and federal laws, Dahlin said.

The validity of his arguments couldn't be independently verified by press time, but such allegations have a precedent in Morgan Hill and skirmishes over rent increases have happened before, said former mayor Dennis Kennedy. He recalled that in the late 80s or early 1990s the owner of Hacienda Valley Mobile Home Estates sued the city and the case was appealed all the way to the land's highest court.

The outcome was that the city's rent control ordinance was held "enforceable and stood up to the U.S. Supreme Court challenge," Kennedy said.

Hacienda was later sold to a nonprofit after the city's Redevelopment Agency acquired it, Kennedy. Another park, the Woodlands Estates, is resident-owned and is not subject to rent increases.

Commissioner Thomas Powell, who voted against the resolution Tuesday after previously supporting the $95 increase, said the original nearly 10-hour hearing was overwhelming and unfair to the commissioners.

"I just don't think it was proper and fair and reasonable to give the owner that kind of increase in rent," Powell said. "I thought maybe $25 or $30 would have been sufficient."

Greyson, the commission's attorney, said the commission is bound by law to make a decision based on the evidence before it.

"There have been instances in other cases where boards and commissions and councils have taken a number, and split the baby in half or reduced the rent down because they felt it wasn't fair," Greyson said. "The problem with that is you have to have the evidence to justify that or the court is going to come to you and say as a city you acted improperly. Your decision is not supported by the evidence and you have to go back and fix it."

High-profile mobile home parks sold

- Tanya Rose
- UPDATED: August 15, 2016 at 6:36 PM PDT
- Categories:
  News

Two mobile home parks at the center of a rancorous, decade-long debate about rent control in Concord have been sold.

Concord Communities, which aggressively challenged the city's mobile home rent increase ordinance in 1996 and then won thousands of dollars in back-rent from tenants nine years later, had been saying it would sell the Diablo and Adobe mobile lodges for a year. In April, it finally happened.

Residents living in the two parks, which have 150 total tenants, say it feels like one chapter has ended and another has begun.

"When I found the place, I thought I was as happy as can be," said Mary Evans, 51, who after a divorce in 2000 bought her home in the Adobe park at 3120 Grant St.

She knew nothing of ongoing litigation, which was based on the company's contention that rents were so low — and forcibly so — that there was no profit to be made.

Evans gladly paid the $381 monthly rental fee for her slip of land in the early days, but when the court ruling hit in 2005, she was on the hook for $7,500, due all at once.

That amount was retroactive to 1996. Four of those years, she didn't even live there. Now, she pays $575 per month.

"Since then, there hasn't been a day that I felt happy about it. I basically bought into a nightmare."

Anthony Rodriguez, a lawyer representing Concord Communities, did not return several calls seeking comment.

Peter Wang, whose company owns the Town & Country Mobile Home Park, said he'd been trying to buy at least one of the parks for years. On April 4, he closed the deal on Diablo, 1146 Meadow Lane. Another company, LH Concord Property LLC, bought Adobe.

"Whatever happened in the past is between the residents and the seller," Wang said.

Residents in the past said that the former owner rarely improved such common areas as the clubhouse or streets. Wang says his company has spent $5,000 on a new fence, plans to repave all of the inner roadways and will install new lighting.

He referred to the last rent increase — a $2 to $4 monthly hike that most residents supported in February — and said he will likely not ask for an increase for a while, despite the money going into improvements.

"We want to make sure everyone's happy first," he said. "We want to clean up the park and get some credibility. We need to earn our reputation."

Assistant city attorney Mark Coon said a lawsuit filed by Concord Communities challenging Concord's rent control ordinance has been staid for two years, and he has not heard what will happen now that the company owns no more parks in the city.

Diablo resident Janet Tonnesson said she's happy about the sale, but is worried about some apparent accounting errors.

Like many others, she paid thousands of dollars in back rent in 2005 and days ago received a letter from the former owner saying she owed another $500 — for 11 months' worth of rent.

"I thought we were squared away, that they gave us the tally, and that was it," she said.

The city set aside $1 million to give residents low-interest loans to pay off the back-rent, and Tonnesson took advantage of that.

If she owed another $500, she says she should have been told about it when she was applying for her loan.

"It's like their last stab at me," she said.

Coon said he has heard about residents getting these letters, but has yet to see one.

"Without being able to review any of the (letters), I can't comment on whether Concord Communities is legally entitled to readjust the previous assessment," he said.

Evans said she didn't get a letter like this, and hasn't heard of anyone else getting one. It's hard to tell whether Tonnesson is the only one, or whether there are others. Wang said he'd heard rumors about it, but didn't know anything first-hand.

"It's been so far, so good," Evans said. "Before, we were all trying to move out, but because of the housing market and a bunch of other things, we were stuck. You're like a prisoner; anyone aware of all the litigation and what was going on wasn't going to want to buy in these parks.

"To get out, you basically have to give your home away," she said.

But for now, she's optimistic: "So far, so good."

There are 11 mobile home parks in Concord.

Rodriguez, the attorney for Concord Communities, told the Times in the past that the rent control ordinance left both the tenants and the company at a disadvantage.

He reasoned that if people were being charged small increases during the course of years, the large amount of back rent due in 2005 wouldn't have been so devastating.

And, he argued, the company would have pulled in a profit over time.

Reach Tanya Rose at 925-943-8345 or trose@bayareanewsgroup.com.

Residents protest mobile home park's rent increase request

- Mark Emmons
- UPDATED: August 12, 2016 at 4:43 PM PDT
- Categories: News

SAN JOSE — When Candy Coleman opened the letter, she couldn't believe what she was reading. For the second consecutive year, her mobile home park owner wanted to raise space rents higher than the amount set by the city's little-known rent-control ordinance.

"I was shocked," said Coleman, 63, who lives on Social Security disability. "I didn't expect it since we just went through this last year."

Frustrated Colonial Mobile Manor residents — many of whom are on fixed incomes — are preparing for a hearing against the park owner, who is asking to bump up the rent $85.01 a month on top of the 3 percent increase already built into the city's Mobile Home Rent Ordinance.

The process, which will play out before a hearing officer next month, potentially could have ramifications throughout San Jose. The city has 58 mobile home parks, encompassing 10,649 spaces — the most in California. And city officials say those parks

are an important, under-the-radar source of affordable housing in one of the country's most expensive regions.

"This is not about just us," said Gail Osmer, 66, who also lives in Colonial Mobile Manor. "It's about the 50 parks in this valley. I feel these people want to get rid of rent control. And if they got rid of rent control, I don't know what we would do."

After a decade of no requests from park owners for increases above what the ordinance stipulates, the city has seen three in the past 18 months, and officials are expecting another to be filed soon. The prospect of back-to-back increases at Colonial Mobile Manor likely would pose "significant financial hardships for many of the low-income park residents," according to a recent memorandum to the San Jose City Council prepared by the Housing Department.

"We hadn't seen any of these petitions, and now the parks are starting to turn over to new owners, and suddenly we're seeing this trend," said Jacky Morales-Ferrand, assistant director of the Housing Department. "If this particular owner continues to have success getting increases, then other park owners might say they should consider doing this as well."

Coleman said two friends recently left the neat, well-maintained park along Highway 87 because they're tired of fighting.

"We've had people at our meetings say that their rent is being subsidized by their churches, and that they don't know what they'll do next," she added. "I've already reduced my expenses to nothing. My luxury item now is DirecTV. I don't go out to eat and

don't go to the movies. What more do they want me to cut so I can pay my rent?"

Peter Wang, of the family partnership that owns the park, countered that they are acting in accordance with city rules and that rents at the park average about $600, which he says is well below other local mobile home parks.

If tenants are unable to pay these increases, Wang said, a rent credit program is available to cover additional costs.

"If there is an affordability issue, you won't have to pay the $85," he said. "But let's say you sell to the next guy, he will pay the higher rent rate. . . . They say we're doing this to scare old ladies and using language like that, but that's just not the case."

Very Important Statement

Housing officials are watching with concern. Afforda
always a problem in Silicon Valley, has worsened wi
Mobile home parks also present unique issues beca
residents own their units, but not the land beneath th

"If you live in an apartment, and your rent goes up, you can try to find a less expensive place," Morales-Ferrand said. "But when you've invested all your money into a mobile home, it's not as easy a jump. And it's especially difficult for people on fixed incomes."

The city ordinance was adopted in 1986. Don Nick, a Colonial Mobile Manor resident, said he lived near the old City Hall back

then and can recall older women arriving on buses to lobby for rent control.

"They bonded together because their mobile home rent was being jacked up so much," said Nick, 60. "The purpose of that ordinance was so that owners couldn't muscle the old people."

Annual rent increases, based on a formula, are limited to between 3 and 7 percent. But park owners also are entitled to a reasonable rate of return and can argue they deserve additional hikes before a city-hired hearing officer. Until the recent petitions at Colonial Mobile Manor and Oak Crest Estates, none had been filed since 2002. Never had an owner asked for increases two years in a row.

Wang's group bought Colonial Manor in 2009 and last year asked for $114 a month above the 3 percent increase before receiving a $46.30 boost from the hearing officer. About 75 percent of the Colonial Mobile Manor residents got together and hired an attorney for that case.

"But this year we passed the hat, and we couldn't raise the money this time," said Nick.

Osmer said in addition to last year's increase, residents have had to begin paying for sewage, water and garbage services that previously were part of their rent. If this increase is approved, she will be spending more than half her income on rent and utility costs. She also is suspicious of the park's rent credit program, wondering why the rent needs to go up in the first place.

"Eventually, these increases are going to force me out of here," she said.

Follow Mark Emmons at Twitter.com/markedwinemmons.

Yucaipa commission confirms rent increase at senior mobile home park

- Sandra Emerson
- PUBLISHED: August 2, 2017 at 2:08 AM PDT
- Categories: Local News, News

Entrance of the Carriage Trade Manor in Yucaipa on Thursday, July 27, 2017. On Tuesday, the Mobilehome Rent Review Commission approved a resolution in support of its July 18 decision to raise monthly rent at Carriage Trade Manor by $95.94 per space.

YUCAIPA >> A city commission has confirmed its controversial decision to raise rent at a rent-controlled senior mobile home park.

On Tuesday, the Mobilehome Rent Review Commission approved a resolution in support of its July 18 decision to raise monthly rent at Carriage Trade Manor by $95.94 per space, plus an additional $10.45 per month to cover the owner's costs associated with his application.

"I didn't see anything I could challenge that would bring that number down, or bring it up," Commissioner William Mecham said Tuesday. "I feel like the process, while we don't like the end result, is what the ordinance calls for."

The commission approved the resolution after hearing from residents and its own attorney, Amy Greyson. Residents and others now have 10 days to appeal.

The decision came just days after Carriage Trade Manor residents and supporters planned a protest to bring light to the rent hike.

The park at 12874 California St. is subject to the city's rent control ordinance adopted in 1991 to protect tenants from excessive rents. The 97-space park includes 85 spaces subject to rent control, according to the city. As of 2016, the average monthly rent was $238, not including utilities.

The city's Mobilehome Rent Stabilization Ordinance, however, allows park owners to raise rents for tenants with month-to-month rental agreements under certain circumstances.

Peter Wang, managing partner of Wang Discovery LP, the company that purchased Carriage Trade Manor in 2015, sought a $165.01 increase.

Tony Slaick, chairman of the Yucaipa Mobilehome Residents Association, asked commissioners Tuesday to individually state whether they approved the increase because it is fair, or if they believed they had no choice.

"The main point I'm trying to make is this outcome was not a decision made by the rent review commission as much as a decision heavily steered by the direction of city staff and counsel," Slaick said.

Commissioner Thomas Powell, who voted against the resolution Tuesday after previously supporting the $95 increase, said the original nearly 10-hour hearing was overwhelming and unfair to the commissioners.

"I just don't think it was proper and fair and reasonable to give the owner that kind of increase in rent," Powell said. "I thought maybe $25 or $30 would have been sufficient."

Greyson, the commission's attorney, said the commission is bound by law to make a decision based on the evidence before it.

"There have been instances in other cases where boards and commissions and councils have taken a number, and split the baby in half or reduced the rent down because they felt it wasn't fair," Greyson said. "The problem with that is you have to have the evidence to justify that or the court is going to come to you and say as a city you acted improperly. Your decision is not supported by the evidence and you have to go back and fix it."

Anacapa Park: Owner seeks phased-in 71 percent space rental increase

March 20, 2013

By Peggy Kelly
Santa Paula News

Residents of Anacapa Mobile Home Park got a surprise in recent weeks when they learned the owner of the park is seeking to raise the space rents by $248.93 a month over a period of time.

A hearing on the proposal has not yet been set, according to city correspondence. Many of the residents of the park, located at 720 W. Santa Maria St., are on a fixed income such as Social Security. The park is primarily age-restricted to those 55 years and older.

If granted, the fully implemented rent increase would be 71 percent more than what residents currently pay. The notice regarding the park owner's application to raise the space rent at the park - currently $342 a month - was mailed February 20, although some residents complained they did not receive the notice until early March. Subsequently, Assistant to the City Manager Elisabeth Amador stated that written comments, documents and photographic responses to the application would be accepted for a few days past the March 22 deadline and would be included in the report to the governing body. The hearing of the Mobile Home Rent Review Commission on the application has not yet been scheduled, but must be set within 75 days of the February 20 notice.

Peter Wang is the principal in Anacapa Mobile Home Park, LP, which purchased the park in July 2012 and claims deferred maintenance and upkeep were neglected by the previous owner(s). He is also listed as the owner of Santa Paula West Mobile Home Park.

Anacapa has 80 mobile home spaces as well as a single-family home on the property that the application states also provides rental storage for RVs owned by park residents. The city has an annual 12 percent cap on mobile home park space rent increases. Park attorneys note that even when the rent increases are fully implemented the park would still provide affordable housing.

The park application states that, if approved, the average rate increase in the first year would be $42. Park attorneys claim Anacapa's current monthly rents are the lowest in the city by hundreds of dollars.

Judith McLaughlin, an Anacapa resident since 1990, said the park does not have a homeowners' association. She said park residents have been "intimidated" into signing leases and told the increase would pay for a $300,000 electrical upgrade.

McLaughlin is among those residents who said they did not receive the notice of application until weeks after it was published and given to park management for distribution. The city mailed the form to individual residents, which McLaughlin said was postmarked March 14 and received Saturday.

"I think the application review should be extended" 30 days from the March 14 postmarked notice, which McLaughlin worries was not bilingual and might not be understood by the handful of Spanish-only speakers in the park. Residents of the park object to aspects of the application as well as to the reasons for the proposed increase.

RV parking is no longer offered to tenants, landscaping costs noted in the application financial statement have mostly been confined to removing trees, and McLaughlin said that other than painting no real improvements have been undertaken.

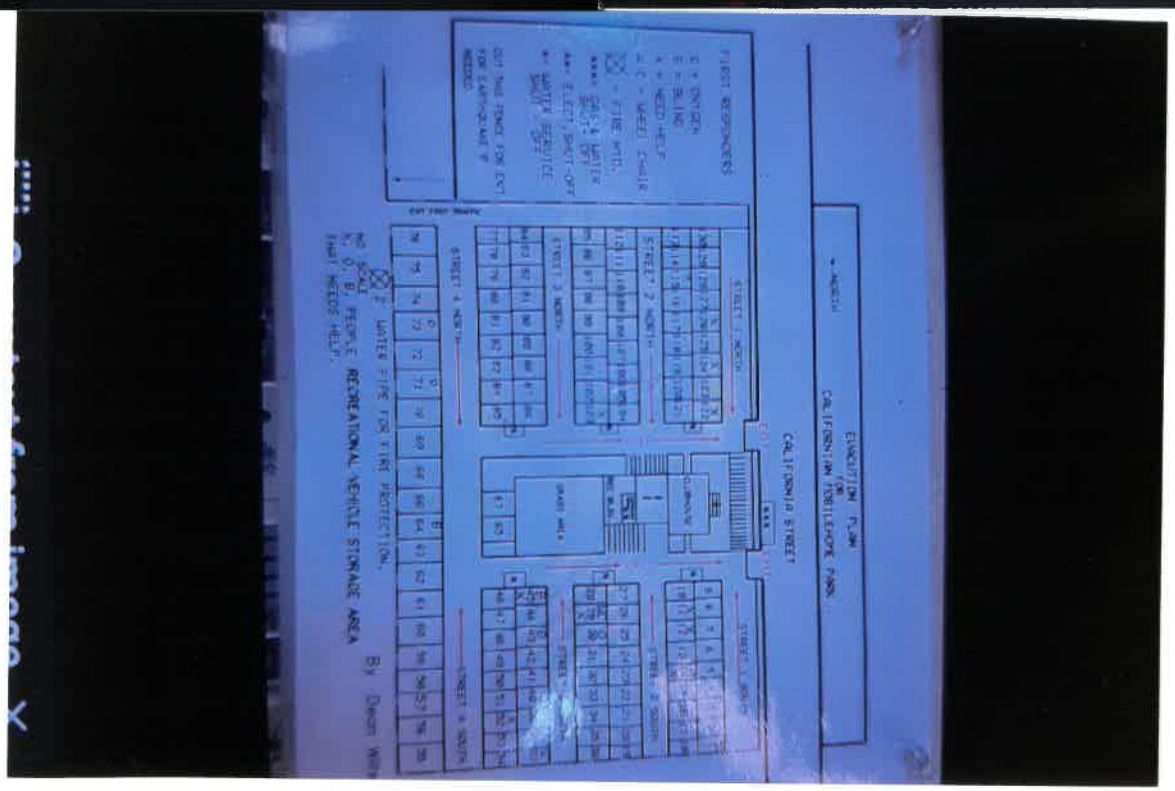
The tenants should not be responsible for the costs of correcting deferred maintenance: "An experienced owner that owns several parks buys another park" should negotiate such costs with the seller; not expect the tenants to pay later, said McLaughlin.

And Anacapa cannot be compared with other parks and the rents they generate: "We have small lots, the amenities are not good, we're down to one washer and dryer... we're not comparable to other parks," whose much higher space rentals are cited in the application. In addition, the park's population is primarily on lower, fixed incomes: "We feel so threatened," said McLaughlin.

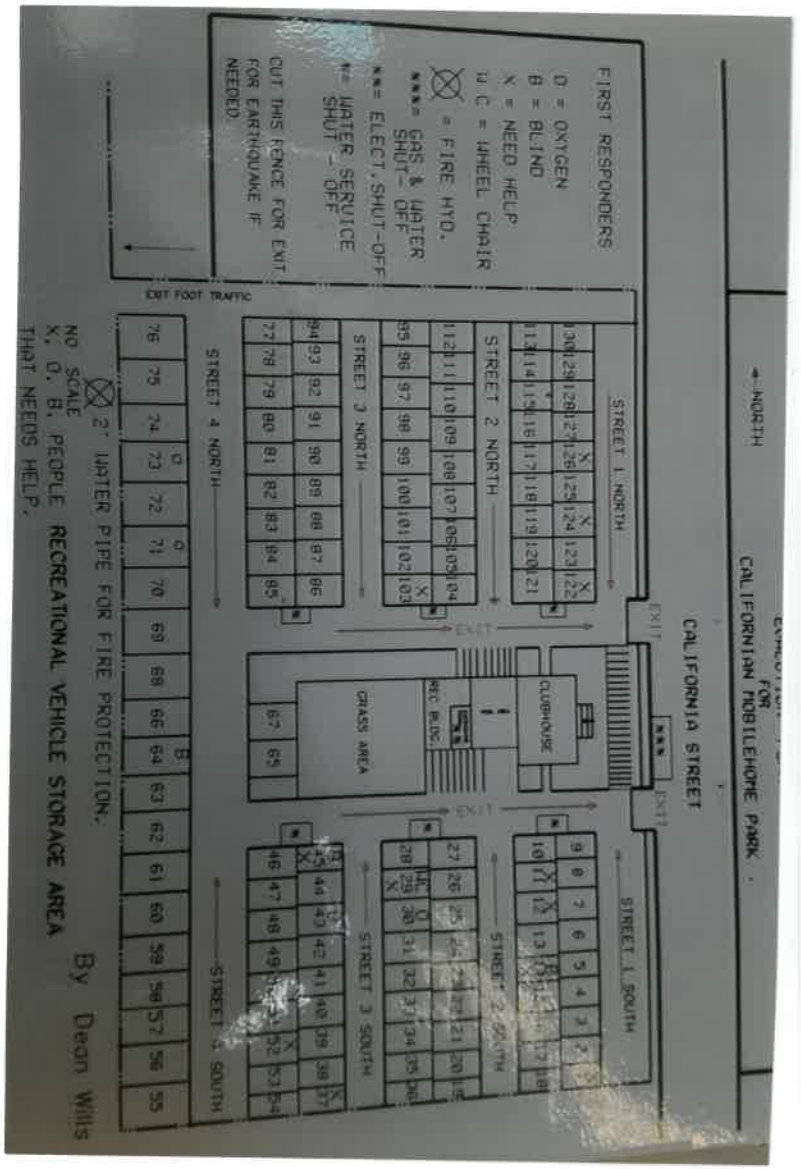
Once the hearing date is set, Amador will be delivering the notices by hand to the park to ensure they are properly distributed. All residents will have the opportunity to address the Mobile Home Rent Review Commission as well as submit written comments mailed before the hearing or submitted before the session begins.

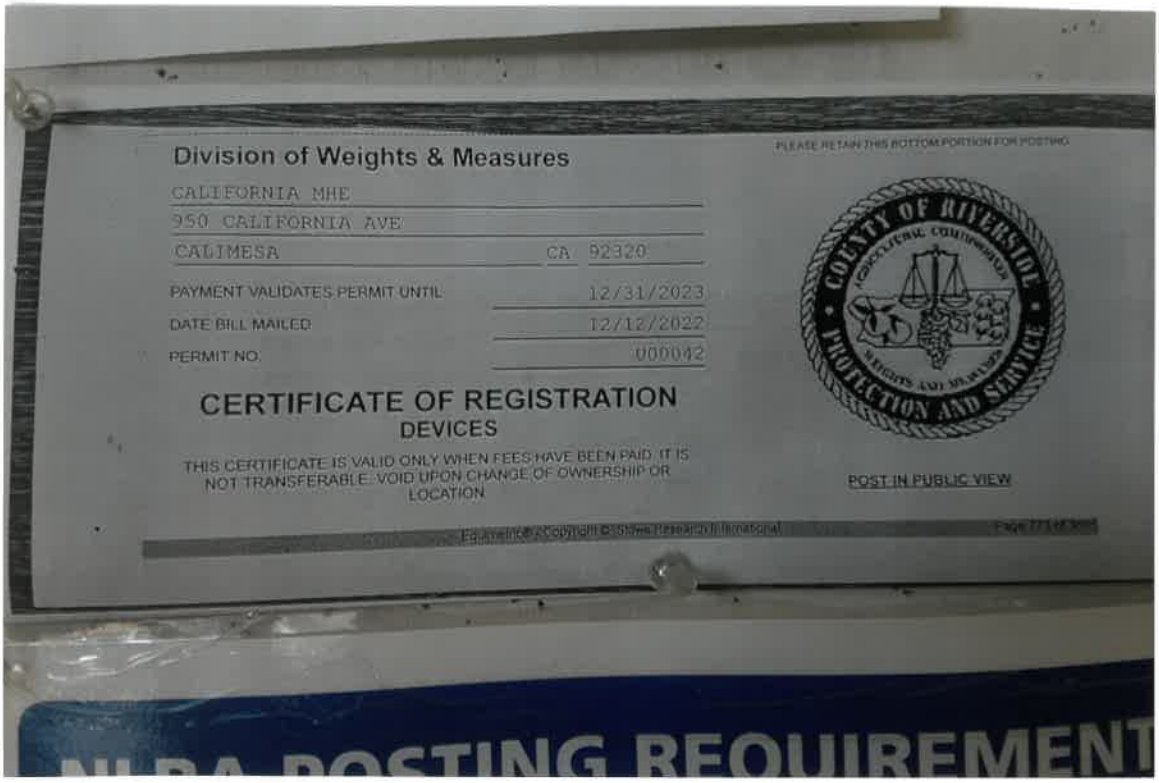

CALIFORNIAN
950 California Street
STREET 1 SOUTH
STREET 2 SOUTH
STREET 3 SOUTH
STREET 4 SOUTH
RECREATIONAL VEHICLE STORAGE AREA
CALIFORNIA STREET
EXIT
GRASS AREA
STREET 1 NORTH
STREET 2 NORTH
STREET 3 NORTH
STREET 4 NORTH


CALIFORNIAN
950 California Street
STREET 1 SOUTH
STREET 2 SOUTH
STREET 3 SOUTH
STREET 4 SOUTH
RECREATIONAL VEHICLE STORAGE AREA
CALIFORNIA STREET
EXIT
GRASS AREA
STREET 1 NORTH
STREET 2 NORTH
STREET 3 NORTH
STREET 4 NORTH


CALIFORNIA STREET


CALIFORNIAN
950 California Street
CALIFORNIA STREET
EXIT
GRASS AREA
POOL AREA
REC. BLDG.
EXIT


NORTH
CALIFORNIAN MOBILEHOME PARK
FIRST RESPONDERS
O = OXYGEN
B = BLIND
X = NEED HELP
W C = WHEEL CHAIR
= FIRE HYD.
*** = GAS & WATER SHUT- OFF
** = ELECT. SHUT-OFF
* = WATER SERVICE SHUT- OFF
CUT THIS FENCE FOR EXIT FOR EARTHQUAKE IF NEEDED
EXIT FOOT TRAFFIC
STREET 1 NORTH
STREET 2 NORTH
STREET 3 NORTH
STREET 4 NORTH
STREET 1 SOUTH
STREET 2 SOUTH
STREET 3 SOUTH
STREET 4 SOUTH
CALIFORNIA STREET
EXIT
CLUBHOUSE
REC BLDG.
GRASS AREA
NO SCALE
X, O, B, PEOPLE
2" WATER PIPE FOR FIRE PROTECTION.
RECREATIONAL VEHICLE STORAGE AREA
By Dean Wills
THAT NEEDS HELP.


Division of Weights & Measures
PLEASE RETAIN THIS BOTTOM PORTION FOR POSTING
CALIFORNIA MHE
950 CALIFORNIA AVE
CALIMESA CA 92320
PAYMENT VALIDATES PERMIT UNTIL 12/31/2023
DATE BILL MAILED 12/12/2022
PERMIT NO. 000042
CERTIFICATE OF REGISTRATION
DEVICES
THIS CERTIFICATE IS VALID ONLY WHEN FEES HAVE BEEN PAID. IT IS NOT TRANSFERABLE. VOID UPON CHANGE OF OWNERSHIP OR LOCATION
COUNTY OF RIVERSIDE
AGRICULTURAL COMMISSIONER
WEIGHTS AND MEASURES
PROTECTION AND SERVICE
POST IN PUBLIC VIEW


MACHINES ARE
EMPTIED DAILY
LAUNDRY
HOURS
FALL & WINTER
8 AM —6 PM
SPRING & SUMMER
8 AM —8 PM



AUTHORIZED
PERSONNEL
ONLY


AUTHORIZED
PERSONNEL
ONLY

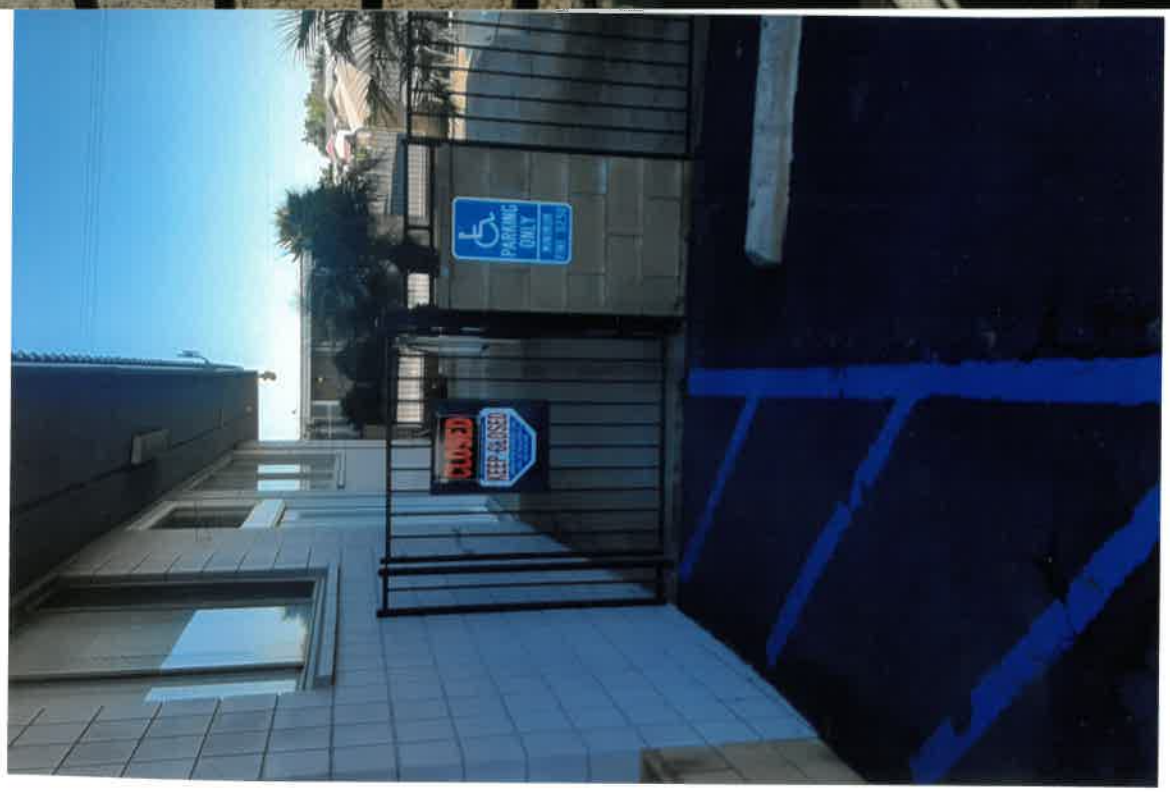






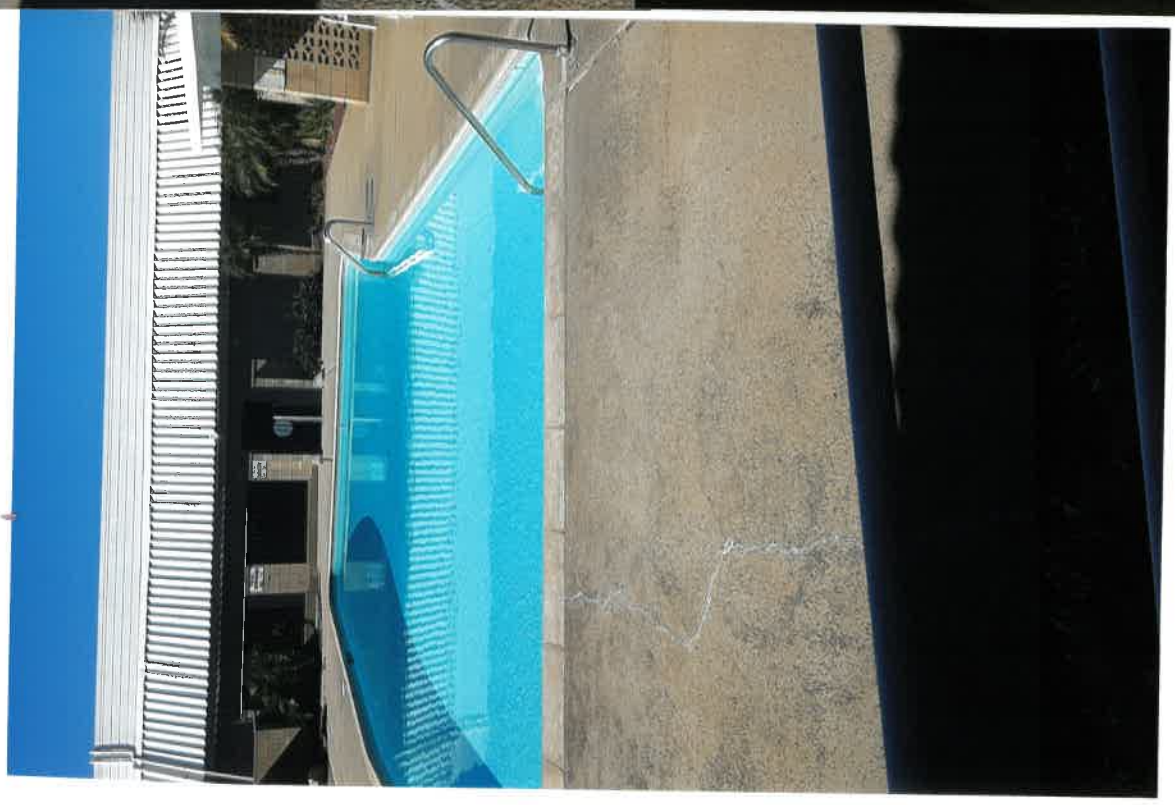

POOL HOURS
MAY 1 - OCTOBER 31
9AM-9PM

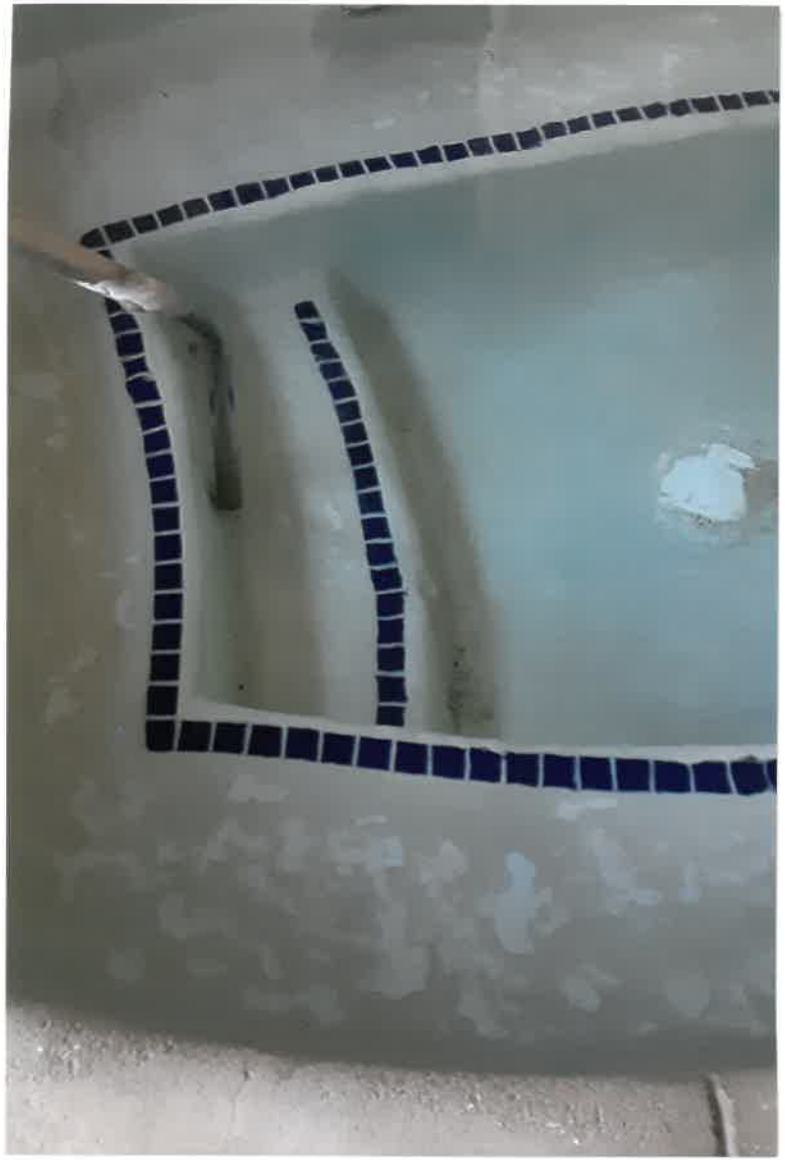

POOL
IS
CLOSED
EMERGENCY REPAIRS ARE NECESSARY.
WE APOLOGIZE FOR ANY
INCONVENIENCE!!
THANK YOU!
Management


PARKING
ONLY

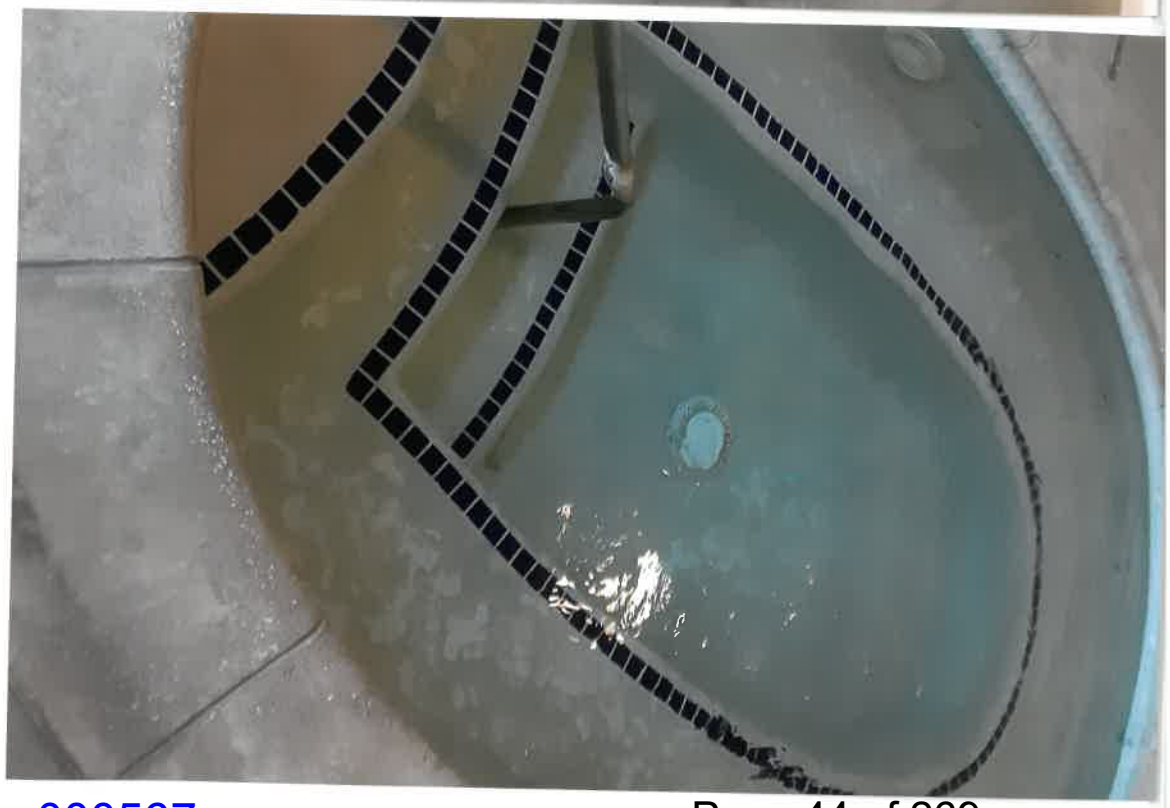






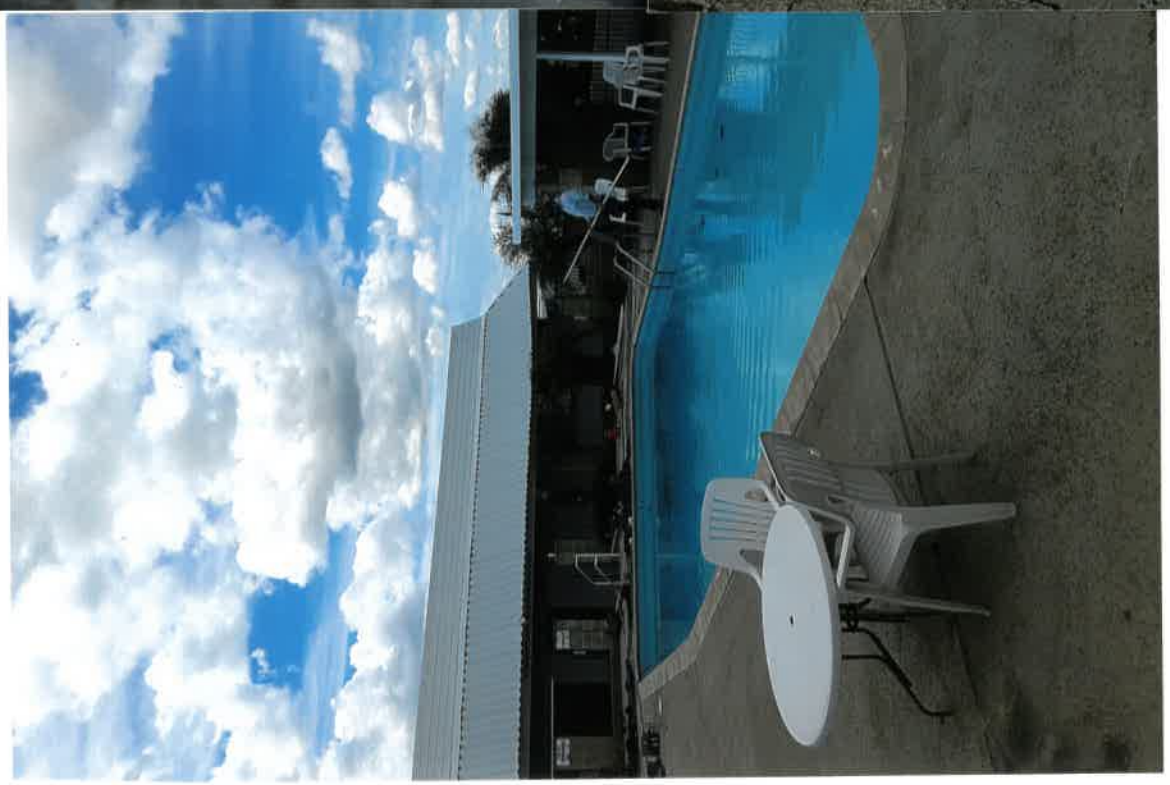




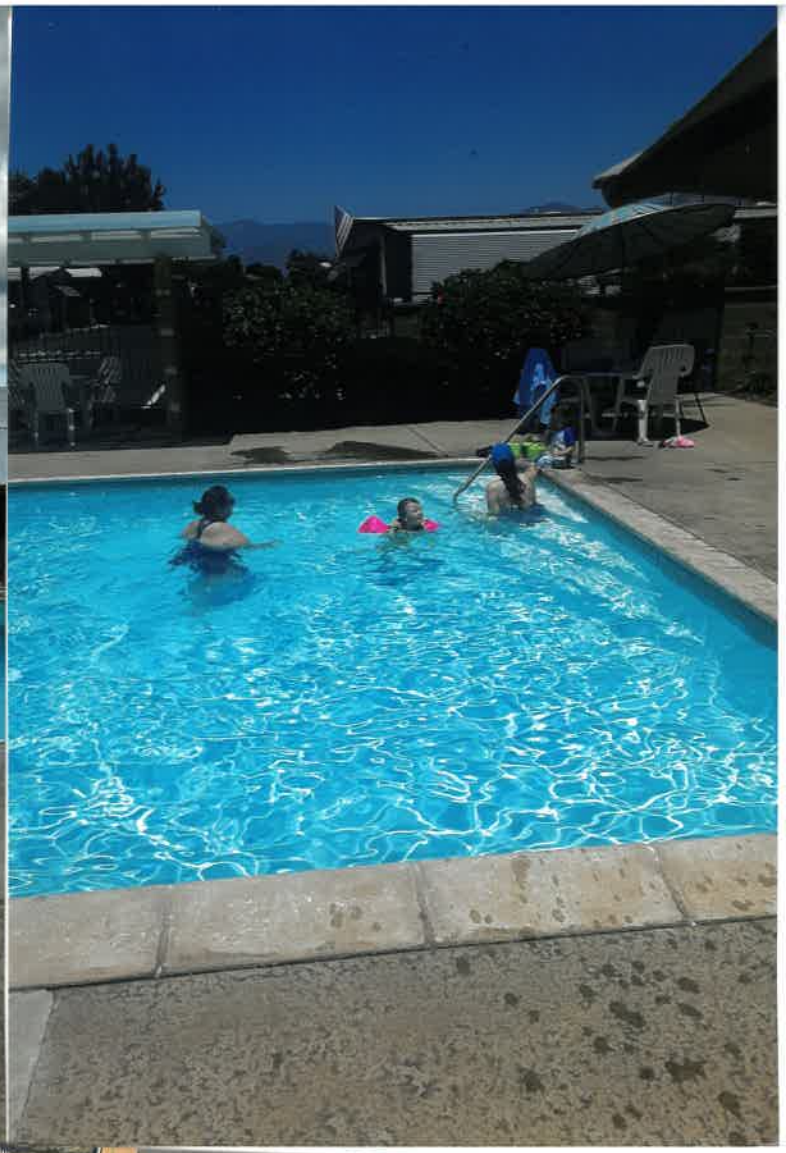


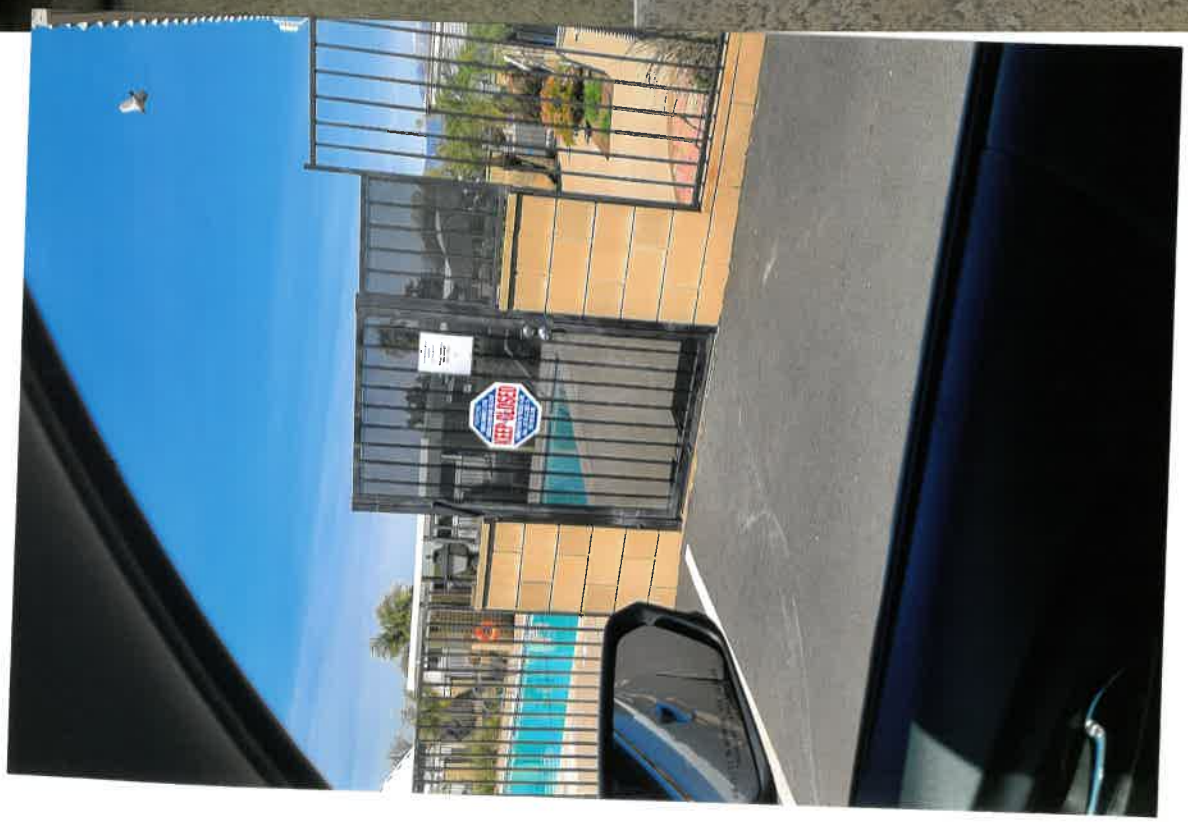

PERSONS
HAVING CURRENTLY ACTIVE
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SHALL NOT BE ALLOWED TO
ENTER THE POOL WATER



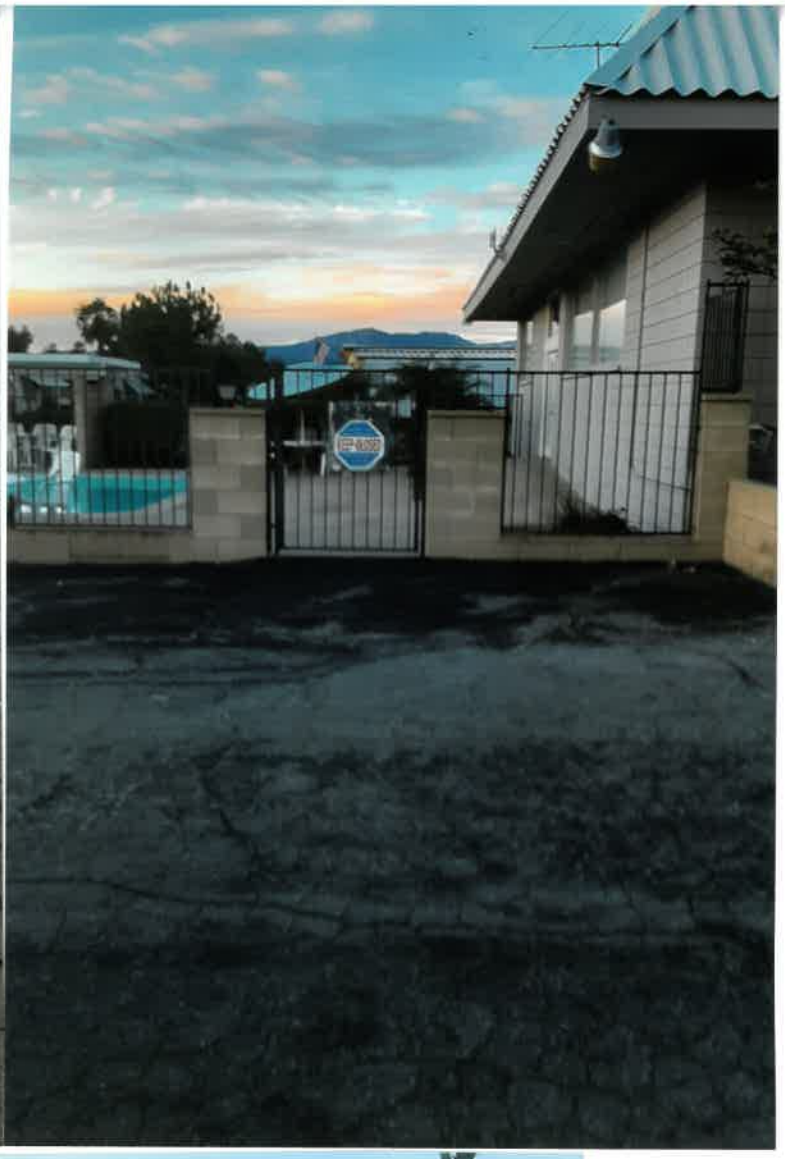


















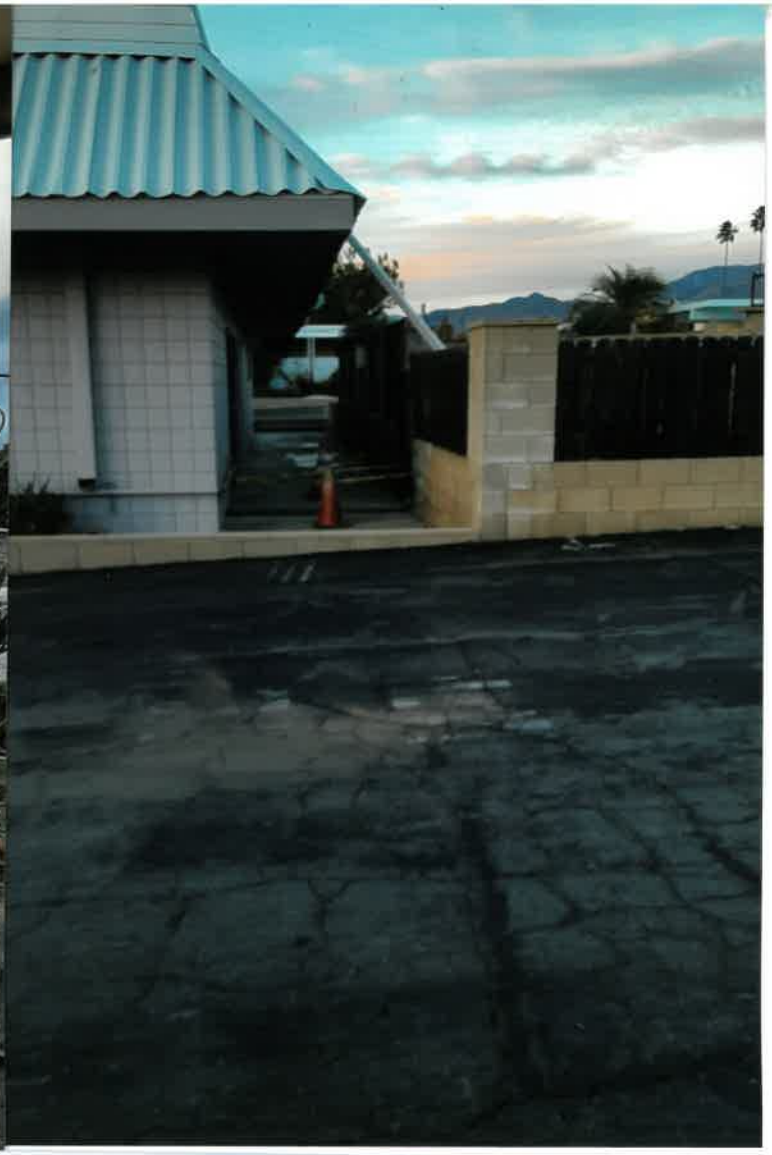






























- Copy of document entitled "Proof of Fair Market Profit" – 19 pages
- Copy of document entitled "Residents: What you need to know about the Rent Increase" written by Donna Johnson
- Copy of document entitled "Property & Equity Report"
- Copy of document entitled "Objection to Hearing Progressing – Lack of financial documentation" written by Donna Johnson to the Hearing Officer.
- Memo to Peter Wang, Park Owner from Donna Johnson requesting financial disclosure – 5 pages.
- Copy of recorded Substitution of Trustee and Full Deed of Reconveyance for the Californian Mobile Home Park – 3 pages.
- Copy of Property Profile Information for the Californian Mobile Estates, California and copies of recorded grant deed and loan documents. – 27 pages
- Copy of document entitled "Entities registered at 425 N. Whisman Road # 600, Mountain View, Ca 94043" – 4 pages
- Copy of document entitled "Capital Improvements – Factual Summary"
- Copy of document entitled "Capital Improvement and Utility Conversion Program"
- Copy of letter to Calimesa City Clerk's office dated September 23, 2025 from Deronda Sellers resident in Space no. 102 regarding public comments of capital improvement petition.
- Copy of Certificate of Registration from Division of Weights and Measures County of Riverside, includes written comments by resident of noncurrent registration.
- Copy of document entitled "Points to Consider" written and distributed by Donna Johnson
- Copy of Peter Wangs loan documents for purchase of park.

PROOF OF FAIR MARKET PROFIT

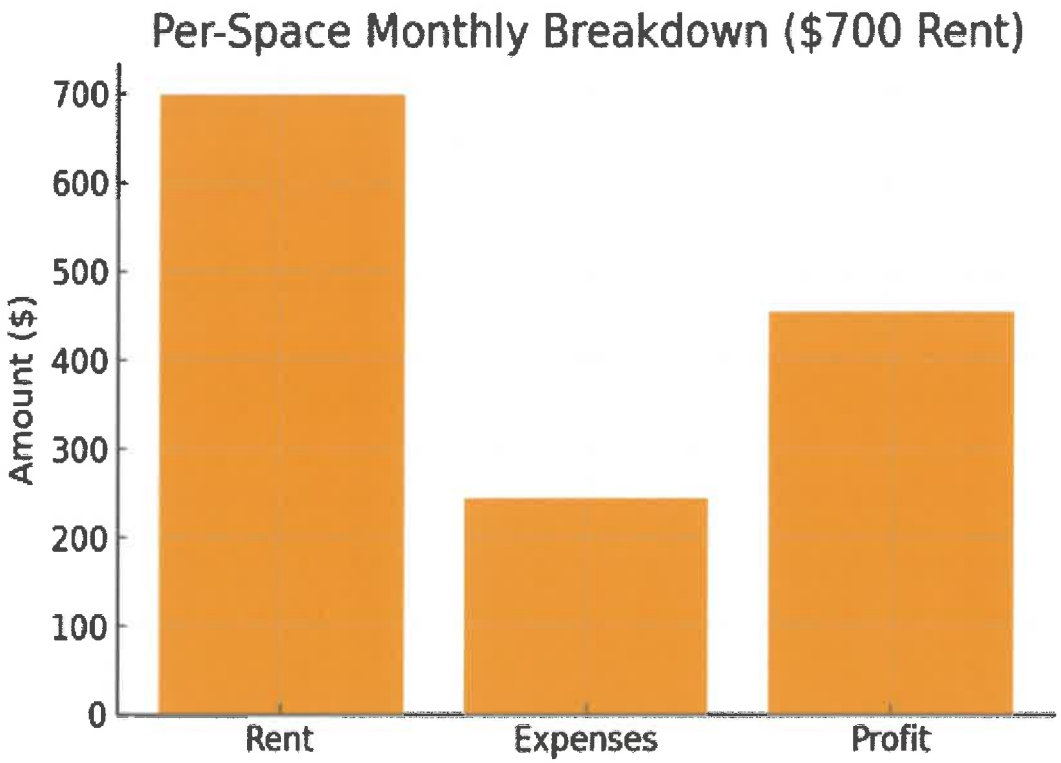
Mobilehome Park Return Analysis

This analysis compares the actual income and expenses of a 130-space mobilehome park with a fair 7% return on a $5 million valuation. It shows the owner's profit compared to what is typically considered fair in the industry.

Category	Amount ($)
Gross Rent (Annual)	1,092,000
Operating Expenses (35%)	382,200
Net Operating Income (NOI)	709,800
Fair Return @ 7% ($5M value)	350,000
Excess Profit (NOI - Fair Return)	359,800
Per-Space Rent (Monthly)	700
Per-Space Expense (Monthly)	245
Per-Space Profit (Monthly)	455

Key Takeaway: At $700 per space, the park generates approximately $709,800 in annual profit, which is $359,800 above the fair 7% return ($350,000). This demonstrates that the owner is already earning significantly more than what is considered a fair market return.

Per-Space Monthly Breakdown



- Demonstrate if they're already getting more than a fair return, so no extra rent increase is justified.

✅ **Bottom line:**
A mobilehome park owner is considered to be making a fair market profit if their *net return* is in line with market capitalization rates (5–8%) or investment return standards. To prove it, you'll need their income/expense statements (sometimes available through tax filings, petitions, or discovery) and compare them to independent market benchmarks.

Would you like me to create a **step-by-step worksheet (spreadsheet or PDF template)** you can use to plug in a park's income/expense numbers and automatically calculate whether the profit is "fair market"?

Example: $5 Million Mobilehome Park

Step 1: 7% Return (Cap Rate)

- Formula: **NOI ÷ Value = Cap Rate**
- Rearranged: **NOI = Value × Cap Rate**
- 5,000,000 × 0.07 = 350,000

👉 **The owner makes $350,000 per year** in Net Operating Income (NOI).
*(That's profit **before mortgage payments** if they borrowed money.)*

Step 2: Compare to Other Returns

- **Apartments (5% cap):** $250,000/year on the same $5M.
- **Self-storage (6% cap):** $300,000/year.
- **MHP at 7% cap:** $350,000/year.
- **Risky RV Park (10% cap):** $500,000/year (but highly unstable).

👉 This shows MHPs pay *more than average real estate*, with **lower risk.**

Step 3: If the Owner Uses a Loan (Leverage)

Most park buyers don't pay all cash — they finance 60–70%. Example:

- $5M park, 30% down = $1.5M cash invested.
- Mortgage on $3.5M balance.
- After paying debt, the owner might clear around **$150k–$200k/year net cash flow.**

👉 That's about a **10–13% return on actual cash invested**, which is *very strong*.

⚖️ Why This Matters

- If an owner says they "need" higher rent because 7% isn't enough:
  - You can point out that **7% cap rate is fair market standard.**
  - Plus, with financing, their *real cash return* is likely above 10%.
  - Regulators and rent boards usually view this as **reasonable profit.**

✅ **Summary:**
On a $5M park, **7% = $350,000 per year** in profit. With financing, their real return is often **10%+**, which is considered **very good** in real estate.

Would you like me to also show you what **profit looks like per space** (for example, if the park has 130 homes at $700/month), so you can argue rent is already covering a fair return?

Perfect — here's a side-by-side comparison so you can see where **7% for a mobilehome park (MHP)** sits in the real estate world:

📊 Typical Investment Returns by Property Type

🏘️ Mobilehome Parks (MHPs)

- **Cap rates:** 6%–8% (sometimes 5% in hot urban markets, 9–10% in rural/unstable ones).
- **Key point:** Very stable tenant base (hard to move a mobilehome), so vacancy is low and income is consistent.
- **7%** is right in the middle of normal, making it a **good, fair return**.

🏢 Apartments / Multifamily

- **Cap rates:** 4%–6% in strong markets, 6%–7% in weaker/rural ones.
- **Risk:** Higher turnover, more maintenance, more rent control in some states.
- **Comparison:** Apartments often earn *lower* than MHPs — so 7% for a park is actually stronger.

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- **Cap rates:** 6%–9%, depending on tenant mix and location.
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- **Cap rates:** 5%–7%.
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- **Cap rates:** 5%–7%.
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🚐 RV Parks / Campgrounds

- **Cap rates:** 8%–12%.
- **Risk:** Seasonal income, dependent on tourism and weather.
- **Comparison:** Higher returns, but much riskier. Mobilehome parks are steadier with a 7% return.

⚖️ Takeaway

- **7% in MHPs = strong and safe.**
- Compared to **apartments (4–6%)** and **self-storage (5–7%)**, it's better.
- Compared to **risky properties (RV parks, old retail)**, it's lower but far safer.
- That's why many investors say: *"MHPs are cash cows with stability — you can't beat sticky tenants."*

👉 Do you want me to also show you how a **7% return looks in dollars** (for example, what the owner makes per year on a $5M park purchase)? That way you could demonstrate whether it's a *fair* profit in your rent dispute.

FAIR MARKET PROFIT

HOW TO PROVE A MOBILEHOME PARK OWNER IS MAKING A FAIR MARKET PROFIT FROM THEIR PARK

ChatGPT said:

To **prove whether a mobilehome park owner is making a fair market profit**, you need to look at it the same way a court, rent control board, or economist would: through **income, expenses, capitalization rates, and comparable returns**. Here's a structured approach:

---

1. Gather Income Data

30 % NOI
327, 600

- **Gross Rents Collected**
  Multiply the number of spaces by average monthly rent.
  Example: 130 spaces × $700 = $91,000/month ($1,092,000 annually).
- **Other Income**
  Laundry, storage fees, late fees, utilities pass-throughs, etc.

Annual 1,092,000
−327,600
764,400

👉 This shows the *gross potential income*.

327,600 ÷ 5000 000
0.06552

---

2. Subtract Operating Expenses

Look at *actual* expenses, not inflated owner claims:

We Need Income + Expense Statement

- Property taxes
- Insurance
- Utilities (if park pays) Residents Pay
- Maintenance & repairs
- Management fees / salaries
- Reserve for capital improvements

👉 What's left is **Net Operating Income (NOI)**.

---

3. Compare to Market Standards

- **Cap Rates:**
  Mobilehome parks in California often trade at 5–8% capitalization rates (varies by

location).
Formula:

$$\text{Value} = \frac{\text{NOI}}{\text{Cap Rate}}$$

If an owner claims hardship, you can show whether their returns are within this market range.

- **Fair Return Standard:**
  Under California's Mobilehome Residency Law (MRL) and local rent stabilization ordinances, owners are entitled to a *fair return* — usually meaning a return comparable to other safe investments (like Treasury bonds + risk premium).

👉 If their NOI ÷ original investment is higher than, say, 8–12%, it's usually considered a fair or even excessive profit.

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4. Compare to Purchase Price & Debt

- If the owner recently purchased the park, compare NOI against their purchase price.
- If they financed, check how much of NOI is going to mortgage vs. profit. (Courts often say debt service is the owner's business risk — not a resident's responsibility.)

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5. Use Public Records & Evidence

- **County Assessor Records** → property value & tax filings.
- **Owner's Petition for Rent Increase** (if filed) → must include financials.
- **Comparable Parks** → show rents & profits in similar parks nearby.
- **Industry Data** → reports from Manufactured Housing Institute, or commercial real estate brokers (Marcus & Millichap, CBRE) publish annual cap rate surveys.

---

6. How to Present It

- Show the math:
  Gross income – operating expenses = NOI
  NOI ÷ value (or purchase price) = return
- Compare that return to what's considered fair in the industry.

Mobilehome Park Return Analysis

	Category	Amount ($)
1	Gross Rent (Annual)	1,092,000
2	Operating Expenses (35%)	382,200
3	Net Operating Income (NOI)	709,800
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	Category	Amount ($)
5	Excess Profit (NOI - Fair Return)	359,800
6	Per-Space Rent (Monthly)	700
7	Per-Space Expense (Monthly)	245
8	Per-Space Profit (Monthly)	455

Here's a clear breakdown of the park's income, expenses, and profit compared to a fair 7% return. This table shows both totals and per-space numbers so you can present it to a rent board.

Here's a **short, clear talking-points summary** you can use at a rent board or hearing:

Talking Points – Mobilehome Park Fair Return

The park currently collects **$700 per month from 130 spaces**, generating about **$1.09 million per year in rent**. After typical operating expenses of about **35%**, the park nets approximately **$710,000 in profit annually**.

Industry standards recognize a **7% fair return** on a $5 million park, which equals **$350,000 per year**. This means the owner is already earning **more than double the fair return** — about **$360,000 in excess profit** above what's considered reasonable.

On a per-space basis, each resident's $700 rent breaks down to roughly **$245 covering expenses** and **$455 pure profit** to the owner. That profit alone exceeds what industry guidelines call "fair."

👉 **Conclusion:** The current rent already provides the owner with a very strong return. Additional increases are not needed to ensure a fair profit and would unfairly burden residents.

Donna Johnson

950 California Street #94
Calimesa, CA 92320

September 29, 2025

Peter Wang
425 N. Whisman Road, #600

Mountain View, CA 94043

Re: Request for Financial Documentation – Rent Increase / Capital Improvement Petition

Dear Mr. Wang,

As the resident representative for [name of the mobilehome park], and pursuant to our rights under the California Mobilehome Residency Law (MRL), including but not limited to Civil Code §798.30 and §798.45, as well as City of Calimesa Ordinance 410, we hereby formally request disclosure of all financial records and supporting documents related to your petition for a rent increase and/or pass-through of capital improvements.

In order to properly evaluate your claim of entitlement to a fair return, we request the following documents covering the past twenty-four (24) months:

Current Rent Roll for all spaces, including occupancy status and rental amounts.

Profit & Loss Statements, showing all income and expenses related to park operation.

Operating Expense Records, including utilities, payroll, landscaping, insurance, licenses, and taxes.

Capital Improvement Documentation, including bids, contracts, invoices, receipts, proof of payment, and any regulatory orders that required such improvements.

Property Tax Statements and Insurance Premiums for the past two years.

Any other documents relied upon to support your petition for increased rents under Ordinance 410.

As you are aware, under both the MRL and Calimesa Ordinance 410, residents are entitled to a fair opportunity to review and respond to any petition for a rent increase. Failure to provide supporting documentation may be grounds to deny the requested increase.

We respectfully request that these documents be made available for inspection and copying within fourteen (14) days of receipt of this letter.

Sincerely,

Donna Johnson

Donna Johnson
Resident Representative

Property & Entity Report: Peter Wang / Whisman Management This report compiles information on mobile-home parks, apartment complexes, and commercial properties owned or managed through entities tied to Peter C. Wang and Whisman Management, LLC. The details include entity names, addresses, property types, number of units/spaces (where available), and current rent or lease ranges as documented in public listings and directories. - **Entity Types:** Most holdings are organized as Limited Partnerships (LPs) or Limited Liability Companies (LLCs) with Peter Wang listed as the registered agent. Whisman Management, LLC is often identified as a participant (manager/owner). - **Mobile-Home Parks:** Properties typically operate under rent-stabilized conditions with space rents ranging from approximately $400 to $700 per month. The number of spaces is known for some parks (e.g., Executive Mobilehome Estates: ~152 spaces). - **Apartment Complexes:** Rents vary by location. Examples include Sylmar Villas ($1,700–$1,900), Foothill Vista ($1,795–$1,875), and Casa Verde Apartments (rebranded as 600 Whisman, with rents $2,650–$3,995). - **Commercial Properties:** The Tri-Freeway Business Park in Anaheim leases office/industrial suites with base rents in the range of $1.50–$2.00 per square foot plus $0.17/SF CAM charges. This information has been consolidated to provide a clear overview of current operational rents and ownership structures connected to Peter Wang's entities

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Residents: What You Need to Know About the Rent Increase

Peter Wang, the park owner, has filed for a rent increase. We, the residents, are standing together to oppose this petition until he provides the financial proof required by law.

Why This Matters

The law says a park owner must prove they are entitled to a rent increase. That means showing real financial records — not just claims. Without this proof, the increase should not be allowed.

What the Law Says

- California MRL requires written rental agreements and proper notice (90 days).
- Residents have the right to choose a representative to speak and request documents.
- Owners cannot pass every cost onto residents — only certain expenses are allowed.
- Owners must keep the park safe and maintained.
- Calimesa Ordinance 410 requires the owner to show financial documents before any increase.

What We Asked For

- Rent roll (who pays what).
- Profit & Loss statements (2 years).
- Expenses (utilities, taxes, insurance, upkeep).
- Capital improvement bills (with proof).

Current Situation

The owner has not given us the documents. Without proof, there is no reason to allow higher rents.

Our Position

We are asking the City to deny the rent increase until the owner provides complete financial records. Residents are united and ready to review them once they are produced.

Together we are stronger. Stay informed. Stand united.

Donna Johnson
Resident Representative

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OBJECTION TO HEARING PROGRESSING

Objection Statement – Lack of Financial Documentation

To: Hearing Officer / Rent Stabilization Board
From: Donna Johnson, Resident Representative
Re: Objection to Pass-Through Petition – [Park Name]

We object to the owner's pass-through petition on the grounds that it is **incomplete and unsupported**.

Under **California MRL §798.30** and **Calimesa Ordinance 410**, the burden of proof rests with the park owner to demonstrate that claimed expenses are legitimate, reasonable, and properly documented. The owner has failed to provide the required **financial documents**—including income and expense records, proof of capital improvement costs, and related financial disclosures.

Without these documents, residents cannot meaningfully evaluate or respond to the petition, and the hearing cannot properly proceed. We therefore respectfully request that the petition be **denied or dismissed** in its entirety until and unless the required financial documentation is provided.

Respectfully,

Donna Johnson
Resident Representative

Date: 9/29/25

To:
Peter Wang, Owner/Operator
Californian MHE

From:
Donna Johnson, Resident Representative

Request for Financial Disclosure

Dear Mr. Wang,

Under California MRL §798.30 and Calimesa Ordinance 410, residents are entitled to review the financial records you rely on to justify rent increases or profit claims.

We therefore demand the following documents within 14 days:

- Profit & Loss statements (last 3 years)
- Income and expense records
- Capital improvement costs with proof
- Loan/mortgage information (if used for rent justification)
- Tax filings relied upon in your petition

Failure to provide these records will be considered a violation of resident rights, and we will pursue remedies through the City of Calimesa Rent Stabilization process.

Respectfully,

Donna Johnson
Donna Johnson
Resident Representative

Californian Mobile Estates – Tax & Deed Snapshot

Address: 950 California St, Calimesa, CA 92320
County: Riverside

APN (Land Parcel)	009-716-158
Recorder Reference	Deed of Trust Doc # 2023-0286294 (9/27/2023)
Exact Annual Property Tax (pull from portal)	— pending (use Riverside Treasurer–Tax Collector with APN)
Estimated Annual Tax (context only)	$60,203 (assumes 1.15% of ~$5.235M taxable value)
Notes	Owner entity: Californian Mobile Home Estates, L.P. Loan secured by assignme

How to get the exact tax today: Go to Riverside County Treasurer–Tax Collector online lookup, enter APN 009-716-158, and copy the total. I can then paste it into your portfolio sheet.

Failure to maintain in the context of mobile home residency law typically refers to the neglect of responsibilities by either the park owner or the resident. Here's a breakdown [1]:

Responsibilities of Park Owners:

- **Maintaining common areas, utilities, and infrastructure**
- **Ensuring safe operation and maintenance of electrical, gas, and plumbing equipment**
- **Repairing sudden or unforeseen breakdowns or deterioration of physical improvements in common facilities**
- **Providing written notice to residents about maintenance obligations and responsibilities**

Responsibilities of Residents:

- **Maintaining their own homes and personal improvements, such as decks or landscaping**
- **Complying with park rules and regulations**
- **Paying rent and fees on time**

Consequences of Failure to Maintain:

- **Park owners may charge a reasonable fee for maintenance services if a resident fails to maintain their land or premises**
- **Residents may face eviction for non-compliance with park rules or failure to pay rent**
- **Park owners may be liable for damages, including emotional distress, property damage, and loss of use of a mobile home, if they fail to maintain the park [2] [3]**

Dispute Resolution:

- **Mediation and arbitration are preferred alternatives to court proceedings**
- **Residents can pursue legal remedies through small claims or civil court if mediation fails**
- **Park owners must provide detailed written notices and opportunities for residents to correct violations before eviction proceedings can begin [1]**

MRL 798.15 and 798.84 and photos of the streets

Failure to Maintain

PS 4

How to Fill APN, Exact Tax, and Deed Document Number (Quick Guide)

1) Open the County GIS for the property's county (e.g., RivCoView for Riverside; SB Parcel Viewer for San Bernardino; LA Assessor Map for Los Angeles; etc.). Search the address and click the land parcel polygon to reveal the land APN.
2) Open the County Treasurer–Tax Collector portal. Enter the land APN to retrieve the exact annual property tax total (current year) and installments. Copy the total into the 'Exact Annual Tax' column.
3) Open the County Recorder's Official Records index. Search by APN or address to find the most recent Grant Deed (or Deed of Trust) showing the current owner of record. Copy the document number and date into the 'Latest Deed Doc #' column.
4) Repeat for each property. Once APN and tax are filled, the NOI column will reflect a more accurate property-level profit picture.

Tip: If you text me a screenshot of the GIS pop-up with the APN, I can fill the tax and deed doc # columns for you and send back an updated PDF.

000603

Resident Declaration Template

Use this form to collect signed, dated statements from residents confirming when specific improvements (paving, pool/spa, clubhouse, street lights, meters, etc.) were completed. Multiple declarations strengthen your case at city council.

Resident Name	
Space Number / Address	
Date of Declaration	
Statement (Please describe what improvements you observed, and when they were completed, to the best of your knowle	
Signature	

Instructions:

1. Fill in your name, space number, and the date you are signing.
2. In the statement box, write in your own words what improvements you observed, and approximately when they were completed.
3. Be as specific as possible (e.g., 'The clubhouse remodel was finished before summer 2023; I attended the reopening in June.').
4. Sign at the bottom. Submit to DeRonda to be included in the packet for city council.

PL 6

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

www.rivcoacr.org
www.riversidetaxinfo.com

Disclaimer Information

"If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its website rivcoacr.org. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

DOC # 2023-0285295
09/27/2023 10:32 AM Fees: $31.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: ALEJANDRA#1032

TICOR TITLE 0095450 1

STATE STREET BANK AND TRUST CO
1776 Heritage Drive
North Quincy MA 02171

Return Recorded Document To:
Long Beach Escrow Corporation
Long Beach Trading Company, Inc.
3940 East Broadway
Long Beach CA 90803

SUBSTITUTION OF TRUSTEE AND FULL DEED OF RECONVEYANCE

STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A. C/O STATE STREET BANK AND TRUST COMPANY, the ASSIGNEE of record of a DEED Of TRUST WITH ASSIGNMENT OF RENTS AND FIXTURE FILING, executed on August 21st, 1986, by J-MAR APARTMENTS, a California Limited Partnership, DBA THE CALIFORNIAN MOBILE HOME ESTATES, ("TRUSTOR") to CAL FED ENTERPRISES, a California Corporation ("TRUSTEE") for CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation ("BENEFICIARY"), to secure the payment of the principal sum of $2,000,000.00 (USD),

Which said Deed Of Trust was then recorded on August 29th, 1986 in the Official Records of Riverside County, the State of California as RECORDING NUMBER 209194,

Said DEED OF TRUST covering the premises commonly known as Property located at:
950 CALIFORNIA STREET, CALIMESA, CALIFORNIA 92320

Exempt from fee per GC 27388.1 (a)(2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LOT 81 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:
THE SOUTHERLY 5 ACRES OF BLOCK 78 OF SUBDIVISION NO. 7, OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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THE EASTERLY 72.57 FEET OF THAT PORTION OF BLOCK 79 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE ARROYO THROUGH SAID BLOCK, BEING ALL OF SAID BLOCK LYING SOUTHERLY OF A LINE BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK, 67.40 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK; THENCE SOUTH 60 DEGREES, 36 MINUTES,
00 SECONDS WEST, 325.90 FEET; THENCE SOUTH 79 DEGREES, 19 MINUTES, 00 SECONDS WEST,
383.20 FEET TO A POINT IN THE CENTER LINE OF SECOND STREET (FORMERLY THIRD AVENUE)

EXCEPT THOSE PORTIONS DESCRIBED IN THE DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 12, 1984 AS INSTRUMENT NO. 75474 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.

APN: 410-120-018
APN: 410-100-015 AND 410-100-024

Information Classification: Limited Access

Which said DEED OF TRUST was then Assigned on February 4th, 1991 by CALIFORNIA FEDERAL BANK, FSB (ASSIGNOR) to STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., a national banking association, as Custodian for the purchasers of certain mortgage loans pursuant to the Warranties Agreement (ASSIGNEE) and recorded on February 11th, 1991 in the Official Records of Riverside County, the State of California as RECORDING NUMBER 046828,

WHICH SAID DEED OF TRUST HAS NOT BEEN FURTHER ASSIGNED OF RECORD,

DOES HEREBY CERTIFY THAT THE ABOVE DEED OF TRUST WITH ASSIGNMENT OF RENTS AND FIXTURE FILING IS PAID AND DO HEREBY CONSENT THAT THE SAME BE DISCHARGED OF RECORD.

AND SAID TRUSTEE HEREBY SUBSTITUTES:

STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A. C/O STATE STREET BANK AND TRUST COMPANY in lieu of the above named "Trustee" under the said DEED OF TRUST,

State Street Bank and Trust Company of California, N.A. C/O State Street Bank And Trust Company, hereby accepts said appointment as TRUSTEE under said Deed of Trust, and as Successor Trustee, and in accordance with the provisions of said Deed of Trust, does hereby FULLY RECONVEY to the ENTITY(S), PERSON, PERSONS LEGALLY ENTITLED THERETO, ALL OF THE ESTATE, TITLE, AND INTEREST NOW BEING HELD BY IT UNDER SAID DEED OF TRUST.

IN WITNESS WHEREOF said Trustee has caused this Instrument to be executed by it this 29th Day of August 2023.

TRUSTEE / BENEFICIARY

BY: STATE STREET BANK AND TRUST COMPANY
OF CALIFORNIA, N.A.
C/O STATE STREET BANK AND TRUST COMPANY

Audrey Feeney

Name: AUDREY FEENEY
Title: VICE PRESIDENT **SEAL:**

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

On August 29th, 2023, before me, Christine M. Connolly, a Notary Public for the above named County and Commonwealth, personally appeared Audrey Feeney, a Vice President of STATE STREET BANK AND TRUST COMPANY, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers' License, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of said entity.

Witness my hand and official seal:

Christine M. Connolly

Notary Public Signature: **SEAL:**
My Commission Expires: 4-25-25

CHRISTINE M. CONNOLLY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 25, 2025

PAGE 2 OF 2

Information Classification: Limited Access



Property Information

Primary Owner :	CALIFORNIAN MOBILE ESTATES CALIMESA
Secondary Owner :	N/A
Site Address :	950 CALIFORNIA ST CALIMESA, CA 92320-1341
Mailing Address :	425 N WHISMAN RD STE 600 MOUNTAIN VIEW, CA 94043-5733
Assessor Parcel Number :	410-120-018
CountyName :	Riverside
Tax Account ID :	410120018
Phone :	N/A
Census Tract :	0438.02
Housing Tract Number :	N/A
Lot Number :	81
Page Grid :	650-7A
Legal Description :	Lot: 81 ; Block: 81 ; Abbreviated Description: LOT:81 BLK:81 CITY:CALIMESA 9.54 ACRES M/L IN POR BLK 81 MB 008/085 SUB 7 OF A PART OF YUCAIPA VALLEY ; City/Muni/Twp: CALIMESA

Property Characteristics

Bedrooms :	0	**Year Built :**	1970	**Square Feet :**	4800
Bathrooms :	0.0	**Garage :**	N/A	**Lot size :**	9.54 AC
Partial Bath :	0	**Fireplace :**	N/A	**Number of Units :**	2
Total Rooms :	0	**Pool/Spa :**	N	**Use Code :**	Mobile Home Park, Trailer Park
Zoning :	N/A				

Sale/Loan Information

Transfer Date :	09/27/2023	**Document # :**	2023-0285293
Transfer Value :	$9,500,000	**Cost/Sq Feet :**	$ 1979
First Loan Amt :	$5,235,000	**Lender :**	JPMORGAN CHASE BANK NA

Assessment/Tax Information

Assessed Value :	$6,120,000	**Tax Amount :**	$73,609.10
Land Value :	$1,632,000	**Tax Status :**	Current
Improvement Value :	$4,488,000	**Tax Rate Area :**	22-031
Percent Improvement :	73 %	**Homeowner Exemption :**	N

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Tax Search

TITLE POINT

Riverside, California
Searched: 410-120-018
Non-Order Search

Tax Year: 2024-2025
Tax Cover: 09/19/2025
Searched By: JASON WALKER
Searched On: 9/30/2025 1:27 PM

Company: CHICAGO TITLE | CUSTOMER SERVICE INLAND - (FNFSTR) | 01 | CRN: 00021-00015

APN:	**410-120-018**
Described As:	**9.54 ACRES M/L IN POR BLK 81 MB 008/085 SUB 7 OF A PART OF YUCAIPA VALLEY**
Address:	**950 CALIFORNIA**
City:	**CALIMESA**
Billing Address:	**425 N WHISMAN RD 600 MOUNTAIN VIEW CA 94043**
Assessed Owner(s):	**CALIFORNIAN MOBILE ESTATES CALIMESA**
Search As:	**Tax ID 410-120 Parcel 18**

Tax Rate Area:	**022-031**	**Value**		Conveyance Date:	**SEP 2023**
		Land:	**1,600,000.00**	Conveying Instrument:	**2023-0285293**
Use Code:	**260**	Improvements:	**4,400,000.00**	Date Transfer Acquired:	
MANUFACTURED HOME PARK		Personal Property:		Vesting:	
Region Code:		Fixtures:		Year Built:	
Flood Zone:		Inventory:		Year Last Modified:	
Zoning Code:					
Taxability Code:		**Exemptions**			
		Homeowner:		**Square Footage**	
Tax Rate:	**1.226819**	Inventory:		Land:	**415562**
Auditor Tax Rate:	**1.212000**	Personal Property:		Improvements:	
		Religious:			
		All Other:		Tax Defaulted:	
Bill #:	**2024000859450**	Net Taxable Value:	**6,000,000.00**	Total Tax:	**73,609.14**
Issue Date:					

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**36,804.57**	**3,680.46**	**12/10/2024**	**PAID**	**11/08/2024**	**0.00**
2nd	**36,804.57**	**3,718.52**	**04/10/2025**	**PAID**	**11/08/2024**	**0.00**
					Total Balance:	**0.00**

Account	Special Lien Description	Amount
01-0000	**GENERAL PURPOSE**	**60,000.00**
03-0009	**SAN BERNARDINO VALLEY COMMUNITY COLLEGE**	**2,220.00**
04-5171	**SAN GORGONIO PASS WATER AGENCY**	**10,500.00**
68-1377	**FLOOD CONTROL STORMWATER / CLEANWATER/SANTA ANA**	**7.64**
68-2171	**CITY OF CALIMESA LLMD**	**881.50**

Underlying Parcels:	Future Parcels:	Related Parcels:
		009-707-859
		009-710-166
		009-710-763
		009-710-786
		009-710-919
		009-710-997

RECORDING REQUESTED BY:
TICOR TITLE COMPANY

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

CALIFORNIAN MOBILE HOME ESTATES CALIMESA
425 N. WHISMAN ROAD, NO. 600
MOUNTAIN VIEW, CA 94043

APN: 410-120-018, 410-100-015, AND 410-100-024
TITLE ORDER NO.: 00954501
ESCROW NO.: 22315791-JC

DOC # 2023-0285293
09/27/2023 10:32 AM Fees: $17.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: ALEJANDRA#1032

DTT Approved by: MG

THIS SPACE FOR RECORDER'S USE ONLY

TRA 022-031

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: $10,450.00 County**
XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason: _____
___ Unincorporated area X City of CALIMESA, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALIFORNIA MOBILE ESTATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
HEREBY GRANT(S) to CALIFORNIAN MOBILE HOME ESTATES CALIMESA, LP, A CALIFORNIA LIMITED PARTNERSHIP

All that real property situated in the City of CALIMESA, County of RIVERSIDE, State of California, described as:
EXACT LEGAL DESCRIPTION AS PER EXHIBIT "A," ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF
Commonly Known As: 950 CALIFORNIA, CALIMESA, CA 92320

September 15, 2023

CALIFORNIA MOBILE ESTATES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
By: _____, Manager
LAURA BALLANTYNE, MANAGER
LAURA BALLANTYNE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }
On 9/21/2023 before me, Joyce A Clark-Douthit, a Notary Public
personally appeared Laura Ballantyne

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

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

WITNESS my hand and official seal.

SIGNATURE _____ (SEAL)

JOYCE A. CLARK-DOUTHIT
COMM. # 2356662
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES MAY 7, 2025

MAIL TAX STATEMENT TO ADDRESS AS SHOWN ABOVE

https://mail.google.com/mail/u/0/?ik=aade456ab88&view=pt&search=all&permthid=thread-f:1844584393318426715&simpl=msg-f:1844584393318426715 5/7

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 81 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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THE EASTERLY 72.57 FEET OF THAT PORTION OF BLOCK 79 OF SUBDIVISION NO: 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PACE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE ARROYO THROUGH SAID BLOCK, BEING ALL OF SAID BLOCK LYING SOUTHERLY OF A LINE BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK, 67.40 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK;
THENCE SOUTH 60°36'00" WEST, 325.90 FEET;
THENCE SOUTH 79°19'00" WEST, 383.20 FEET TO A POINT IN THE CENTER LINE OF SECOND STREET (FORMERLY THIRD AVENUE).

EXCEPT THOSE PORTIONS DESCRIBED IN THE DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 12, 1984 AS INSTRUMENT NO. 75474 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.

APN: 410-120-018
APN: 410-100-015 AND 410-100-024

DOC # 2023-0285294
09/27/2023 10:32 AM Fees: $170.00
Page 1 of 39
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: ALEJANDRA#1032

TICOR TITLE 00959501

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

JPMORGAN CHASE BANK, N.A.
Attention: CTL Closing
P.O. Box 9011
Coppell, TX 75019-9011

THIS SPACE FOR RECORDER'S USE ONLY

BE ADVISED THAT THE PROMISSORY NOTE SECURED BY THIS SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE FOLLOWING: (1) A VARIABLE RATE OF INTEREST; (2) A BALLOON PAYMENT AT MATURITY; (3) DEFERRAL OF A PORTION OF ACCRUED INTEREST UNDER CERTAIN CIRCUMSTANCES WITH INTEREST SO DEFERRED ADDED TO THE UNPAID PRINCIPAL BALANCE OF THE NOTE AND SECURED HEREBY.

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

[Loan No. 200670721]

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Security Instrument"), is made this 21st day of September, 2023 among

Californian Mobile Home Estates Calimesa, LP, a California limited partnership,

the address of which is 425 N Whisman Rd, Suite 600, Mountain View, CA 94043, as trustor ("Borrower"); JPMORGAN CHASE BANK, N.A. at its offices at P.O. Box 9178, Coppell, Texas 75019-9178, as trustee (together with its successors as trustee hereunder, "Trustee"); and JPMORGAN CHASE BANK, N.A. at its offices at P.O. Box 9178, Coppell, Texas 75019-9178, as beneficiary (together with its successors and assigns, "Lender").

483053239176v4

Exempt from fee per GC 27388.1 (a)(2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax.

Loan No.: 200670721

3. Obligations Secured. This Security Instrument is given for the purpose of securing:

3.1 Performance and Payment. The performance of the obligations contained herein and the payment of $5,235,000.00 with interest thereon and all other amounts payable according to the terms of the Loan (as defined below) made to Borrower evidenced by a promissory note of even date herewith executed by Borrower, payable to the order of Lender, and any and all extensions, renewals, modifications or replacements thereof (the "Note"). As used herein, the "Loan" shall mean the loan evidenced by the Note and secured by this Security Instrument.

3.2 Future Advances. The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security Instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security Instrument subsequent to its execution.

3.3 Interest. All of the obligations secured by this Security Instrument shall bear interest at the rate of interest applicable to the Note (including interest at the Default Rate, as defined in the Note, as applicable), which interest shall also be secured by this Security Instrument.

3.4 Other Amounts. All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security Instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the Loan and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under the following Loan Documents: (a) any certificate and indemnity agreement regarding hazardous substances (the "Indemnity Agreement") executed in connection with the Loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of the Loan (collectively, the "Guaranty").

4. Warranties and Covenants of Borrower. Borrower represents and warrants to, and covenants and agrees with, Lender as provided herein. All representations and warranties contained in this Security Instrument are true and correct in all material respects as of the date of this Security Instrument and shall remain true and correct in all material respects as of each date thereafter until the obligations secured hereby are paid in full.

4.1 Warranties.

4.1.1 Borrower has full power and authority to grant the Property to Trustee and warrants the Property to be free and clear of all liens, charges, and other monetary encumbrances

Loan No.: 200670721

DATED as of the day and year first above written.

Californian Mobile Home Estates Calimesa, LP, a California limited partnership

By: Whisman Management, LLC, a California limited liability company, Manager

By: Peter Wang, Manager

483053239176v4

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On 9/22/23 before me, A. Viray - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

A. VIRAY
COMM. #2395223
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 28, 2026

Signature _____ (Seal)

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENTALY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: A. VIRAY

DATE COMMISSION EXPIRES: FEBRUARY 28, 2026

NOTARY IDENTIFICATION NUMBER: 2395223
(NOTARIES COMMISSION AFTER 1-1-92)

MANUFACTURER/VENDOR IDENTIFICATION NUMBER: FRS1
(NOTARIES COMMISSION AFTER 1-1-92)

COUNTY WHERE BOND IS FILED: ALAMEDA

PLACE OF EXECUTION OF THIS DECLARATION: NEWPORT BEACH

DATE: 9-26-2023

TICOR TITLE COMPANY

BY: _____

Loan No.: 200670721

EXHIBIT A
Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

LEGAL DESCRIPTION

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THENCE SOUTH 60°36'00" WEST, 325.90 FEET;
THENCE SOUTH 79°19'00" WEST, 383.20 FEET TO A POINT IN THE CENTER LINE OF SECOND STREET (FORMERLY THIRD AVENUE).

EXCEPT THOSE PORTIONS DESCRIBED IN THE DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 12, 1984 AS INSTRUMENT NO. 75474 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.

APN: 410-120-018
APN: 410-100-015 AND 410-100-024

Loan No. 200670721

Schedule 1 to Security Instrument
Insurance Requirements

1. Evidence of Coverage. Prior to the scheduled Loan funding, Lender must receive and approve written evidence of all required insurance on an ACORD form 28 for property insurance and ACORD form 25 for liability insurance (or similar forms acceptable to Lender in its sole discretion) together with satisfactory proof of payment of premiums. The evidence of coverage must show an inception date prior to or corresponding with the date of the Loan funding. Within 30 days after Loan funding, Borrower must provide Lender with a copy of all insurance policies (including flood and windstorm policies, if applicable) and all required endorsements. Policies must show an inception date prior to or corresponding with the date of the Loan funding. All documents must reflect the Lender-assigned loan number for the Loan as shown above. If flood insurance is required, special requirements apply, as described in paragraph 2.5 of this Schedule 1. ACORD or other certificates are not acceptable evidence of flood insurance.

2. Required Coverages and Policy Amounts. Borrower must maintain, or cause to be maintained, the following insurance coverages at all times while any portion of the Loan remains outstanding:

2.1 Property Insurance. The property insurance policy must insure against loss or damage to the improvements on the Property by fire and other perils substantially equivalent to those insured under the Causes of Loss – Special Form published by ISO, and against such other perils, including windstorm, as may be specified by Lender. Terrorism and/or earthquake/earth movement insurance coverage and a building ordinance extension endorsement or law and ordinance coverage may be required on a case-by-case basis. Notwithstanding anything to the contrary, Lender shall not require earthquake or terrorism insurance during the term of the Loan unless: (a) required under Applicable Law; (b) required by Lender for similar loans secured by property similar to the Property; (c) required by Lender as a result of a material change in circumstances that expose the Property to a greater risk of peril; or (d) required in connection with the origination of the Loan. The property insurance policy must be in an amount not less than 100% of the replacement cost of the improvements on the Property (without deduction for depreciation) as determined by Borrower's insurance carrier for purposes of protection of Lender's interests (the "Minimum Property Coverage Amount") and must identify Borrower and the Property address as they appear in the loan documents governing the Loan (the "Loan Documents"). The replacement cost coverage may be provided either in the terms of the policy or by endorsement. If Lender, in its sole discretion, permits coverage of less than the Minimum Property Coverage Amount, then such policy must contain an agreed amount endorsement. If the policy is a blanket policy covering the Property and one or more other properties, the policy must specify the dollar amount of the total blanket limit of the policy that is allocated to the Property, and the amount so allocated to the Property must not be less than the Minimum Property Coverage Amount.



2.2 Loss of Rents/Business Income Interruption. Borrower must maintain loss of rents or business income interruption insurance against loss of income (including but not limited to rent, cost reimbursements and all other amounts payable by tenants under leases or otherwise derived by Borrower from the operation of the Property) arising out of damage to or destruction of the improvements on the Property by fire and each other peril insured against under each insurance policy insuring against any type of casualty to the Property or any part thereof that is required pursuant to this Security Instrument. Such insurance must cover the actual loss sustained for at least 12 months with a minimum coverage amount of at least 12 months' potential gross income generated by the Property from all sources, as determined by Lender and without deduction for actual or projected vacancy.

2.3 Boiler and Machinery. If a steam boiler is located at the Property, Borrower must carry boiler and machinery coverage in at least the Minimum Property Coverage Amount. If a separate boiler and machinery policy is issued, that policy must include loss of rents or business interruption coverage as described in paragraph 2.2 of this Schedule 1.

2.4 Liability. Borrower must maintain commercial general liability insurance (including coverage for elevators and escalators, if any, on the Property) on an occurrence form substantially equivalent to ISO form CG 0001 with coverage of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Borrower shall ensure that Lender is named as additional insured on Borrower's liability coverage. All policies must be primary and noncontributory with any other insurance Borrower may carry.

2.5 Flood. If any building or mobile home on the Property which secures the Loan is at any time located in a federally-designated special flood hazard area in which flood insurance has been made available pursuant to the Flood Disaster Protection Act of 1973 (the "Flood Act") or other applicable or successor legislation or other area identified by Lender as having a high or moderate risk of flooding (a "Special Flood Hazard Area"), then Borrower must provide Lender with a separate flood insurance policy for each such building or mobile home located in a Special Flood Hazard Area and any contents thereof that also secure the Loan (each a "Building"). Lender does not accept ACORD or other certificates as acceptable proof of flood insurance. The amount of flood insurance coverage for each Building must be in an amount at least equal to the Minimum Flood Coverage Amount for the Building. As used in this Security Instrument, "Minimum Flood Coverage Amount" means the lesser of the following for each Building (not including land), as determined by Lender: (i) the insurable value of the Building ("Insurable Value"); or (ii) the outstanding principal balance of the Loan allocated to the Building. For each flood insurance policy, the deductible may not exceed $10,000.00 for a multifamily Building or $50,000.00 for a commercial Building; provided, however, for private insurance policies described below, the deductible may not exceed the greater of (A) $10,000.00 for a multifamily Building and $50,000.00 for a commercial Building, or (B) 10% of the amount of flood insurance coverage under the private insurance policy. If the amount of coverage under the flood insurance policy for any Building is less than the Insurable Value, Lender may require a Difference in Conditions policy satisfactory to Lender to cover a loss that would not be covered under such flood insurance policy. If flood insurance is required, please see Lender's Flood Insurance Requirements letter, the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance, and the Flood Insurance Coverage Detail for further detail about Lender's flood insurance requirements. Subject to the requirements related to private insurance policies explained below, Lender will accept as evidence of the required flood insurance any of the

following: (1) a copy of the insurance policy; (2) a declarations page from the insurance policy; or (3) an application plus proof that the premium has been paid in full. For Lender to accept the evidence described in item (3), Borrower must provide Lender with a copy of the insurance policy or the declarations page within 30 days of closing. If Borrower provides flood insurance by a private insurance policy (i.e., a policy that is not a standard policy issued on behalf of the National Flood Insurance Program ("NFIP")) for coverage amounts of $500,000.00 or less for commercial or multifamily properties, in order to make the required comparison to the NFIP standard policy, Lender will require a copy of the private insurance policy prior to closing. If the private insurance policy fails to meet the criteria set forth in Lender's Flood Insurance Requirements letter or cannot be obtained in time to be reviewed prior to closing of the Loan, Borrower will be required to purchase an NFIP policy in the amount required by the Flood Act as a condition to closing of the Loan.

2.6 Workers Compensation Insurance. If Borrower has employees working at the Property, Borrower must carry workers compensation insurance in compliance with the laws of the state in which the Property is located.

2.7 Changes in Insurance Requirements. Lender may reasonably change its insurance requirements from time to time throughout the term of the obligations secured by this Security Instrument by giving written notice of such changes to Borrower. Without limiting the generality of the foregoing, Borrower shall from time to time obtain such additional coverages or make such increases in the amounts of existing coverage as may reasonably be required by written notice from Lender. Lender reserves the right, in its reasonable discretion, to increase the amount of the required coverages, require insurance against additional risks, or withdraw approval of any insurance company at any time.

3. Policy and Premium Term. The minimum policy term must be one year and the remaining term of the existing policy must be at least ten (10) days from Loan funding.

4. Maximum Deductibles. The maximum deductible on the property insurance policy must not exceed the greater of $25,000.00 or one percent of the applicable amount of coverage. Borrower may carry a lesser deductible if Borrower so chooses. Notwithstanding the foregoing, if the windstorm peril is excluded from the property insurance policy because the Property is located in a high-risk wind area, and windstorm coverage is provided through a separate policy, windstorm coverage only may have a deductible of up to five percent of the loss (and, if applicable, subject to a policy provision that the maximum deductible for windstorm coverage, regardless of the amount of the loss, will be a specified amount not to exceed $250,000.00). Acceptable deductibles for flood policies are described in paragraph 2.5 of this Schedule 1.

5. Acceptable Insurance Companies. The insurer (the "Insurer") providing the insurance required in this Security Instrument and the other Loan Documents must be authorized to do business in the state where the Property is located. Lender shall have the right to approve or, for reasonable cause, disapprove the proposed Insurer selected by Borrower. The Insurer must have a current Best's rating of "A-" and a financial size category of "VII" or better from A.M. Best Company. A California FAIR (Fair Access to Insurance Requirements) Plan Association policy, or equivalent policy issued by a similar state-run insurer in another state, is acceptable only when minimum form coverage cannot be obtained from an insurance company with such rating.

Loan No. 200670721

6. Mortgage and Loss Payee Endorsement. Each property policy must name "JPMorgan Chase Bank, National Association and its successors and assigns" as the only mortgagee and loss payee pursuant to a mortgage clause or endorsement (the mortgage clause included in Insurance Service Office ("ISO") Property Form No. CP 00 10 or its equivalent, which must be satisfactory to Lender and must provide that Lender will not have its interest voided by the act or omission of Borrower and that Lender may file a claim directly with the Insurer), which clause or endorsement must be contained in or attached to the policy and must show the following address for Lender: JPMorgan Chase Bank, N.A. and its successors and assigns, P.O. Box 9110, Coppell, Texas 75019-9110.

7. Renewal Policies. Borrower must renew or replace all required insurance policies so as to maintain continuous coverage in compliance with the Loan Documents. Borrower must provide Lender with a complete copy of each renewal or replacement policy (including endorsements) within 30 days after its effective date. Lender may order insurance meeting its requirements (at Borrower's expense) if any such policy is not received by such date.

8. Notice of Cancellation. All policies must guarantee that Lender will receive 30 days' advance notice prior to cancellation and ten days' notice for nonpayment of premiums. If a notice of cancellation is received on an existing policy and not reinstated or replaced with an acceptable policy before the effective date of the cancellation, Lender may order replacement coverage at Borrower's expense.

9. Failure of Borrower to Maintain Insurance.

9.1 Lender Placed Insurance. If Borrower fails to maintain insurance in accordance with this Security Instrument and the other Loan Documents, Lender may, in its sole discretion, obtain insurance to protect Lender's interests. This insurance is called "lender placed insurance."

9.2 Limited Coverage. Lender placed insurance may cover only the improvements and will be only in the amount required by Lender. In addition to other differences, the amount of coverage on the lender placed insurance may be less than Borrower's policy and may not cover Borrower's equity in the Property, the deductibles may be higher and there may not be personal property/contents, personal liability, medical or special risks coverage. In the case of flood insurance, the amount of coverage may be more than that required by Applicable Law.

9.3 Cost. Lender placed insurance is typically more expensive than insurance Borrower may obtain through Borrower's own agent. Borrower may also be assessed a nonrefundable policy issuance fee by Lender as well as any costs incurred by Lender relating to the failure to maintain insurance in accordance with Lender's requirements.

9.4 Cancellation. If Lender obtains lender placed insurance, this insurance may be canceled when Borrower provides Lender with satisfactory evidence of insurance coverage that is acceptable to Lender. While the lender placed insurance policy may be canceled and Borrower may be entitled to a refund of a portion of the premiums paid, Borrower may be charged for any time period for which the lender placed insurance was in effect, any cancellation fee assessed by the lender placed insurer, and any costs Lender incurs as a result of the failure to maintain adequate insurance.

10. Additional Insurance Obtained by Borrower. If Borrower obtains insurance coverage not required under this Security Instrument or the other Loan Documents that insures any interest in the Property or other collateral securing the Loan, Borrower shall ensure that Lender is named as mortgagee and loss payee on such policies by a mortgage endorsement as described above and Lender shall have the right to direct the application of the proceeds of such insurance as provided in the Loan Documents.

11. No Permanent Waiver of Requirements. Borrower understands and agrees that Lender may agree to close the Loan without requiring Borrower to comply strictly with all the requirements set out in this Schedule 1. Borrower acknowledges and agrees that, if Lender so closes the Loan, this is not a permanent waiver of any of the requirements that Lender did not require to be satisfied as of the closing date (the "Specified Requirements"). Lender may at any time in its sole discretion terminate its waiver of the Specified Requirements upon not less than 30 days' written notice to Borrower.

12. California Notice. Please be aware that California Civil Code Section 2955.5(a) provides that: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

Loan No.: 200670721

MOBILE HOME ADDENDUM TO DEED OF TRUST

This Addendum is attached to, incorporated into and shall be deemed to amend and supplement the deed of trust, security agreement, assignment of leases and rents and fixture filing (the "Security Instrument") made by the undersigned ("Borrower") to secure Borrower's promissory note (the "Note") to JPMorgan Chase Bank, N.A. ("Lender") of the same date and covering the Property described in the Security Instrument. Capitalized terms used but not defined herein shall have the same meanings as in the Security Instrument.

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower, in consideration of the indebtedness recited in the Security Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, in addition to the collateral described in the Security Instrument, and as a part of the Property, the following:

any operating permit or permits issued by the Department of Housing and Community Development or by any local government agency that has assumed responsibility for enforcing the Mobile Home Parks Act, California Health & Safety Code, Sections 18200 et seq., or the Mobile Home Residency Law, California Civil Code, Sections 798 et seq., or any other existing or future laws, ordinances or regulations governing operations of a mobile home park.

2. Borrower shall comply with all existing and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including, without limitation, the provisions of California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park.

3. All leases affecting the Property now or hereafter entered into shall include all provisions required by law (including, without limitation, those required under California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park).



Loan No.: 200670721

DATED as of the date of the Security Instrument to which this Addendum is attached.

Californian Mobile Home Estates Calimesa, LP, a California limited partnership

By: Whisman Management, LLC, a California limited liability company, Manager

By: Peter Wang, Manager

11910318v4



BUCKMAN CHERYL LEE
950 CALIFORNIA ST SPC 113
CALIMESA, CA 92320

APN:	009-732-684	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

CUNDIEFF JUANA
950 CALIFORNIA ST SPC 45
CALIMESA, CA 92320

APN:	009-730-736	**Bedrooms:**	3
Telephone:		**Bathrooms:**	2
Square Feet:	1,320	**Lot size:**	0
Year Built:	1969	**Garage:**	C
Sale Date:			
Land Use:	Mobile home		

CHAVEZ PABLO OSCAR
950 CALIFORNIA ST SPC 42
CALIMESA, CA 92320

APN:	009-732-095	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

HUDSON PATRICIA A
950 CALIFORNIA ST SPC 91
CALIMESA, CA 92320

APN:	009-731-672	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

CARPIO NELSON A
950 CALIFORNIA ST SPC 96
CALIMESA, CA 92320

APN:	009-732-606	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

THOMPSON CECILIA JOY
950 CALIFORNIA ST SPC 12
CALIMESA, CA 92320

APN:	009-730-665	**Bedrooms:**	2
Telephone:		**Bathrooms:**	2
Square Feet:	1,440	**Lot size:**	0
Year Built:	1972	**Garage:**	C
Sale Date:			
Land Use:	Mobile home		

GROVE KURTIS ALAN
950 CALIFORNIA ST SPC 40
CALIMESA, CA 92320

APN:	009-730-302	**Bedrooms:**	2
Telephone:		**Bathrooms:**	2
Square Feet:	800	**Lot size:**	0
Year Built:	1970	**Garage:**	C
Sale Date:			
Land Use:	Mobile home		

FRANCO AMARILDO
950 CALIFORNIA ST SPC 63
CALIMESA, CA 92320

APN:	009-730-032	**Bedrooms:**	2
Telephone:		**Bathrooms:**	1
Square Feet:	1,080	**Lot size:**	0
Year Built:	1967	**Garage:**	C
Sale Date:			
Land Use:	Mobile home		

DELGADO CARINA
950 CALIFORNIA ST SPC 82
CALIMESA, CA 92320

APN:	009-733-587	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

MARTINEZ ROBERT MICHAEL
950 CALIFORNIA ST SPC 99
CALIMESA, CA 92320

APN:	009-731-558	**Bedrooms:**	0
Telephone:		**Bathrooms:**	0
Square Feet:	0	**Lot size:**	0
Year Built:		**Garage:**	
Sale Date:			
Land Use:	Mobile home		

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Public Schools Report

Calimesa Elementary — 0.50 Mi from subject property

13523 Second St.
Yucaipa, CA 92399-2399
909-790-8570

- Kindergarten - Grade 6
- Student Teacher Ratio: 1:20.9
- Full Time Equivalent Administrators: 35

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	GR-7	Total
7	61	94	88	90	81	97	99	617

API Score:

1 5 10

Wildwood Elementary — 1.31 Mi from subject property

35972 Susan St.
Yucaipa, CA 92399-2399
909-790-8521

- Kindergarten - Grade 6
- Student Teacher Ratio: 1:22.5
- Full Time Equivalent Administrators: 37

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	GR-7	Total
8	101	112	108	101	106	122	120	778

API Score:

1 5 10

Canyon Middle — 1.27 Mi from subject property

35948 Susan St.
Yucaipa, CA 92399-2399
909-790-8580

- Grade 7 - Grade 8
- Student Teacher Ratio: 1:26.7
- Full Time Equivalent Administrators: 20

Grade Membership:

KDGN	GR-8	GR-9	Total
5	247	225	477

API Score:

1 5 10

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Yucaipa High — 3.31 Mi from subject property

33000 Yucaipa Blvd.
Yucaipa, CA 92399-2399
909-797-0106

- Grade 10 - Grade 12
- Student Teacher Ratio: 1:28
- Full Time Equivalent Administrators: 90

Grade Membership:

KDGN	GR-11	GR-12	Total
17	801	787	1605

API Score:



4 Year Completion Rate:	99.81%
Total Graduates (Previous Year):	553
Dropouts:	4
SAT Average Score Total:	1,010
% of Students Taking SAT:	40.90%
SAT Average Score Verbal:	500
SAT Average Score Math:	510
Enrollment in intermediate Algebra or Algebra II:	765
Enrollment in any other 3rd or 4th year advanced Math Course in Grade 9-12:	264
Enrollment in first year chemistry courses in Grade 9-12:	389
Enrollment in first year Physics Courses in Grade 9-12:	55
Number of 12th grade graduates from previous year completing all required courses required for entry into the University of California (UC) and/or California State University (CSU) with a grade of "C" or better:	179

YUCAIPA-CALIMESA JOINT UNIFIED

12797 THIRD ST.
YUCAIPA, CA 92399-4544
909-797-0174

- Grade Span: **KG-12**
- Student Teacher Ratio: **23.7:1**
- Total Enrollment: **9,928**
- Number of High School **N/A**
- Number of Teachers: **419.5**
- Number of Teacher Aids: **63**
- Number of Guidance Counselors: **8**
- Number of School Administrators: **20**
- Number of Schools: **14**

About School Report

Public Schools

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The Public School report lists schools within the district boundary of the subject property. For confirmation on schools within the districts, please contact Student Services office of your assigned district.

API Index

The Academic Performance Index (API) measures academic performance and growth of schools, which includes results of the Stanford 9. The API reports a numeric scale that ranges from 200 to 1000. A school's score or position on the API indicates the level of a school's performance.

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Private Schools Report

MESA GRANDE ACADEMY — 0.83 Mi. from subject property

975 FREMONT STREET
CALIMESA, CA 92320-1439
909-795-1112
Gender: Coed

- Kindergarten - Grade 12
- Seventh-Day Adventist
- Student Teacher Ratio: 1:14.1
- Full Time Equivalent Administrators: 23.6

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	GR-7	GR-8	GR-9	GR-10	GR-11	GR-12	Total
13	17	18	19	22	17	16	34	32	39	43	31	31	332

LIVE OAK SCHOOL — 0.86 Mi. from subject property

PO BOX 704
CALIMESA, CA 92320-0704
909-795-3635
Gender: Coed

- Grade 6 - Grade 12
- Nonsectarian
- Student Teacher Ratio: 1:12.5
- Full Time Equivalent Administrators: 2

Grade Membership:

GR-6	GR-7	GR-8	GR-9	GR-10	GR-11	GR-12	Total
4	2	2	9	3	4	1	25

YUCAIPA CHRISTIAN SCHOOL — 2.24 Mi. from subject property

34784 YUCAIPA BLVD
YUCAIPA, CA 92399-4253
909-790-9411
Gender: Coed

- Kindergarten - Grade 6
- Christian (no specific denomination)
- Student Teacher Ratio: N/A
- Full Time Equivalent Administrators: 11

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	Total
54	23	26	23	33	26	23	208

PANORAMA CHRISTIAN SCHOOL — 2.56 Mi. from subject property

33981 YUCAIPA BOULEVARD
YUCAIPA, CA 92399-2427
909-797-3250
Gender: Coed

- Kindergarten - Grade 6
- Church of Christ
- Student Teacher Ratio: 1:8.8
- Full Time Equivalent Administrators: 4

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	Total
9	5	7	1	5	5	3	35

CHERRY VALLEY BRETHREN SCHOOL — 4.10 Mi. from subject property

39205 VINELAND STREET
BEAUMONT, CA 92223-4437
951-845-2653
Gender: Coed

- Kindergarten - Grade 11
- Brethren
- Student Teacher Ratio: 1:12.8
- Full Time Equivalent Administrators: 8

Grade Membership:

KDGN	GR-1	GR-2	GR-3	GR-4	GR-5	GR-6	GR-7	GR-8	GR-9	GR-10	GR-11	Total
15	6	4	5	7	6	6	18	11	10	6	3	97

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CHILDHELP SCHOOL

7.54 Mi. from subject property

14700 MANZANITA PARK ROAD
BEAUMONT, CA 92223-
951-845-3155
Gender: Coed

- Grade 2 - Grade 9
- Nonsectarian
- Student Teacher Ratio: 1:11.3
- Full Time Equivalent Administrators: 3

Grade Membership:

GR-2	GR-3	GR-4	GR-5	GR-6	GR-7	GR-8	GR-9	Total
3	3	5	6	8	4	4	1	34

CITRUS CANYON HIGH

8.05 Mi. from subject property

9355 OPAL AVENUE
MENTONE, CA 92359-9605
909-389-0212
Gender: Coed

- Grade 9 - Grade 12
- Nonsectarian
- Student Teacher Ratio: 1:4.5
- Full Time Equivalent Administrators: 4.9

Grade Membership:

GR-9	GR-10	GR-11	GR-12	Total
9	6	6	1	22

About School Report

Private Schools

As private schools are not subject to district boundaries, we list up to 15 of the schools closest to the subject property within a five mile radius of the subject property.

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950 CALIMESA ST
CALIMESA, CA 92320-1341

Population	Zip 92320	National
2011	7,770	306,603,772
2020	9,022	326,569,308
Growth Rate	16.1 %	6.5 %
Growth Centile	78.4 %	62.5 %

Households	Zip 92320	National
2011	3,390	114,761,359
2020	3,218	122,354,219
Household Growth Rate	-5.1 %	6.6 %
Average Household Size	2.8	2.6

Families	Zip 92320	National
2011	2,194	76,507,230
2020	2,185	79,849,830
Family Growth Rate	-0.4 %	4.4 %

Age Distribution	Zip 92320	National
0 - 4	5.2 %	6.0 %
5 - 9	5.9 %	6.1 %
10 - 14	5.5 %	6.5 %
15 - 19	6.4 %	6.5 %
20 - 24	4.5 %	6.7 %
25 - 44	22.5 %	26.5 %
45 - 64	24.4 %	25.6 %
65 - 84	22.9 %	14.1 %
85+	2.7 %	2.0 %

Median Age	Zip 92320	National
2020		
Male/Female Ratio	50.7%/49.3%	49.2%/50.8%

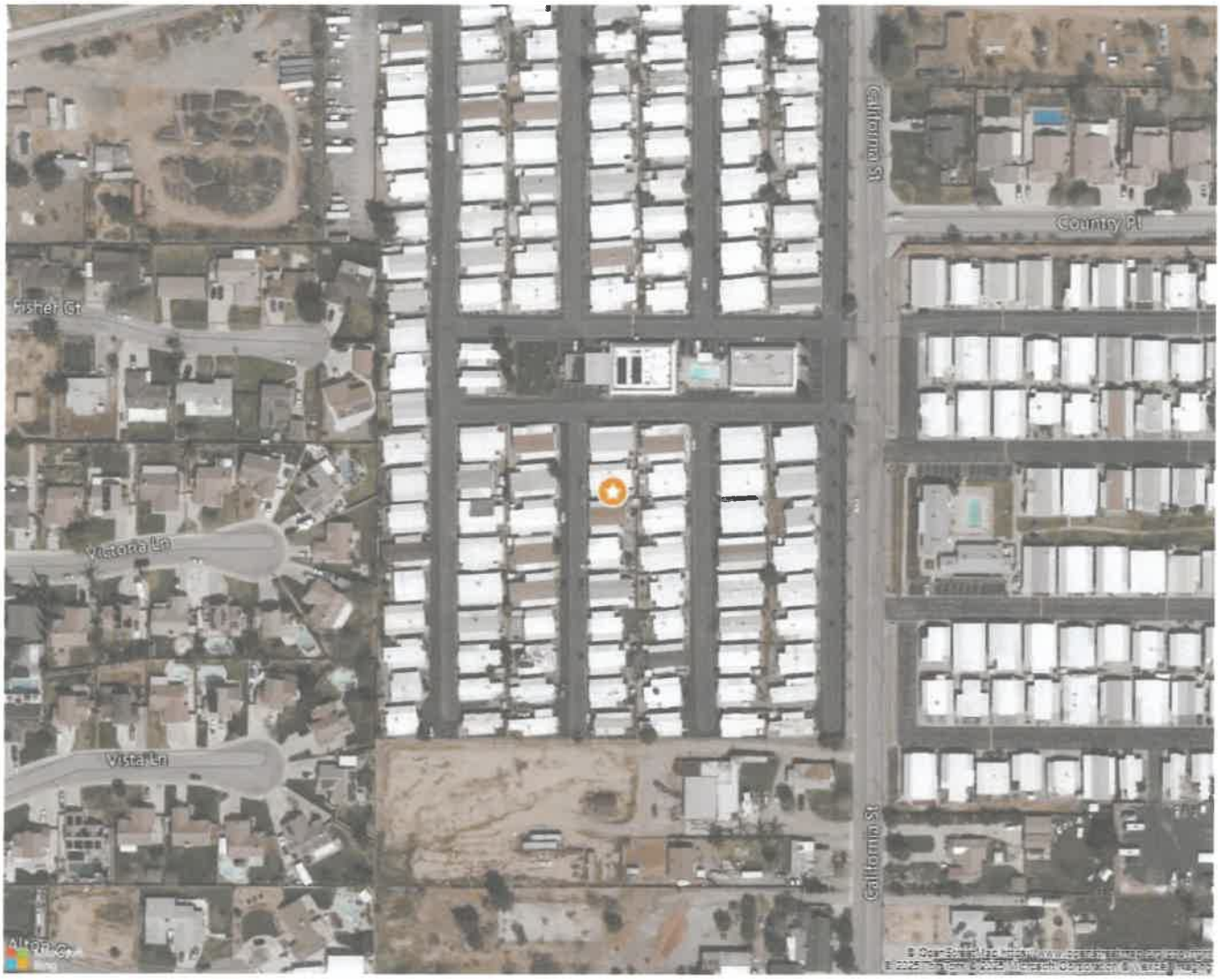
Household Income	Zip 92320	National
% <$25K	20.7 %	18.4 %
% $25K - 50K	21.1 %	20.6 %
% $50K - 100K	31.9 %	30.0 %
% $100K - 150K	16.2 %	15.6 %
% >$150K	7.2 %	7.1 %

Median Household Income	Zip 92320	National
2020	$ 61,067	$ 64,994
Per Capita Income	$ 26,204	$ 34,299

Household Income Centile	Zip 92320
National	56.1 %
State	34.2 %
County	62.9 %

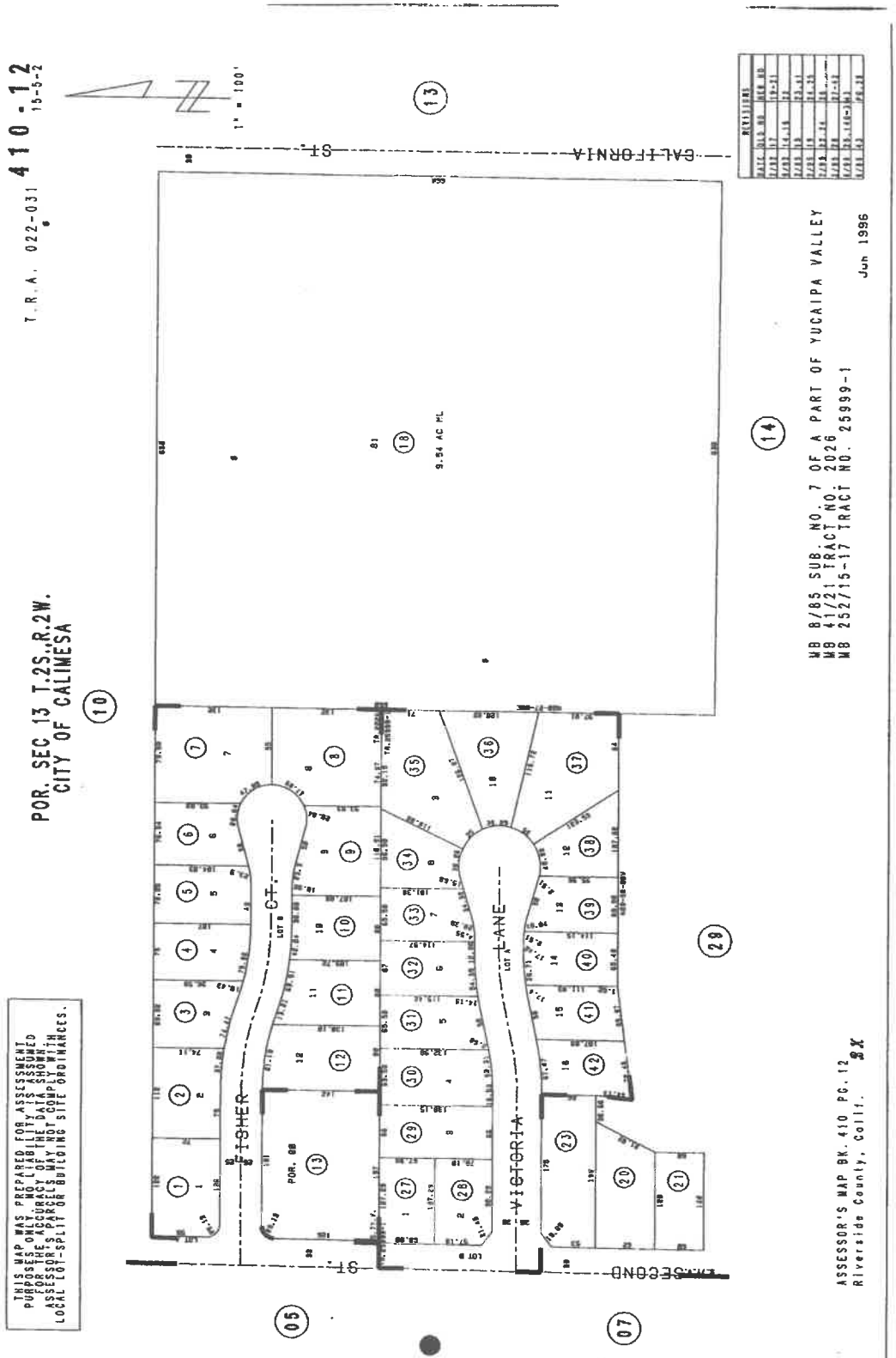
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AERIAL PHOTOS



950 CALIFORNIA ST
CALIMESA, CA 92320-1341

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Entities registered at 425 N. Whisman Road, #600 Mountain View, CA 94043

1 - 14 of 14 results

Executive Mobilehome Estates LP Active

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 6/22/2018
Entity type Limited Partnership
Registered Agent Peter C Wang
Participants Whisman Management, LLC

Parque Mobile Home Estate, LP Active

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 1/12/2017
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Tri Freeway Business Partner, L.p. Active

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 9/9/2016
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Carriage Trade Manor LP Active

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 9/14/2015
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Foothill Vista Apartments, L.p. Active

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 5/8/2015
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Casa Verde Apartment Building, LP Active

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 8/6/2013
Entity type Limited Partnership

Taxes
Previous Owner
actual out lays
vs
Grant
Rent Stabilization
Board vs Hearing Officer
We need to see
Financials

Registered Agent Peter Wang
Participants Whisman Management, LLC

Arden Fair Apartments, LP **Active**

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 6/25/2013
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Anacapa Mobile Home Park, L.p. **Active**

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 6/13/2012
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Portola Heights Mobile Estates, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 8/25/2011
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Sylmar Villas Apartments, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 4/27/2010
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Town And Country Mobilehome Park, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 5/20/1998
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Aptos Whisman, LLC **Terminated**

Address 425 N. Whisman Road, #600
Mountain View, CA 94043
Filing date 3/1/2024
Entity type Limited Liability Company
Registered Agent Peter Wang
Participants Whisman Management, LLC

Pine Knoll Mobile Home Park, LLC **Terminated**

Registered Agent Peter Wang
Participants Whisman Management, LLC

Arden Fair Apartments, LP **Active**

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 6/25/2013
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Anacapa Mobile Home Park, L.p. **Active**

Address 425 N. Whisman Road #600
Mountain View, CA 94043
Filing date 6/13/2012
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Portola Heights Mobile Estates, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 8/25/2011
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Sylmar Villas Apartments, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 4/27/2010
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Town And Country Mobilehome Park, L.p. **Active**

Address 425 N Whisman Road #600
Mountain View, CA 94043
Filing date 5/20/1998
Entity type Limited Partnership
Registered Agent Peter Wang
Participants Whisman Management, LLC

Aptos Whisman, LLC **Terminated**

Address 425 N. Whisman Road, #600
Mountain View, CA 94043
Filing date 3/1/2024
Entity type Limited Liability Company
Registered Agent Peter Wang
Participants Whisman Management, LLC

Pine Knoll Mobile Home Park, LLC **Terminated**

Address 425 N. Whisman Road, #600
Mountain View, CA 94043
Filing date 10/29/2020
Entity type Limited Liability Company
Registered Agent Peter Wang
Participants Whisman Management, LLC

Park Avalon Carson, Inc. **Terminated**

Address 425 N. Whisman Road, #600
Mountain View, CA 94043
Filing date 2/7/2018
Entity type General Corporation
Registered Agent Peter Wang
Participants Peter Wang

Capital Improvements – Factual Summary

Public records confirm that The Californian Mobile Estates (950 California St, Calimesa) participated in the California Public Utilities Commission (CPUC) Mobilehome Park Utility Conversion Program. SoCalGas lists the park as "Financially complete." Under this program, the utilities fund the conversion of master-meter systems to direct utility service. These costs are not park-owner capital expenses. For other projects at the park—clubhouse/office rebuild, pool and spa rehabilitation, paving, lighting, cameras, laundry facilities, or safety-related repairs—there is no public record of grants, loans, or reimbursements. Available evidence indicates these were owner-funded unless the owner can produce documentation of external funding. Conclusion: The CPUC utility conversion was utility-paid. All other claimed work must be proven by the owner as owner-incurred costs before being considered for any capital improvement rent adjustment.

Capital Improvements & Utility Conversion Program

Yes, "capital improvements" are a formal category under the City of Calimesa's Mobile Home Rent Stabilization rules. The city's program recognizes capital improvements, special rent adjustments, and rent reductions as categories that can be applied for under Chapter 9.05. However, under the California Public Utilities Commission (CPUC) Mobilehome Park Utility Conversion Program, the costs of converting master-metered utility systems to direct utility service are covered by the participating utilities (e.g., SoCalGas, Southern California Edison, SDG&E;). The program explicitly states that the conversion is paid for by the utilities, with little or no cost to residents. Therefore, these utility conversion projects should not be considered a "capital improvement" expense for which the park owner can justify a rent increase. If a park owner attempts to claim the CPUC utility conversion as a capital improvement, residents should request proof that the owner personally incurred the costs. Since program documentation confirms the utilities paid for the conversions, these costs are not eligible to be passed through as rent increases. Other items—such as paving, clubhouse or pool/spa rehabilitation—may fall under capital improvements, but only if the owner actually paid for them and if they meet the city's ordinance definitions, with proper notice, application, and hearing. In summary: Utility conversions are covered by CPUC program funds, not the park owner. Capital improvement justifications for rent increases must reflect actual owner-incurred costs, not projects funded by state-regulated programs.

Previous owner had conversion
Peter cannot state that the
conversion was a capital

September 23, 2025

City Clerk's Office
City of Calimesa
908 Park Avenue
Calimesa, CA 92320

Subject: Public Comment for Upcoming City Council Meeting

Dear City Clerk,

Enclosed please find my written statement for inclusion in the official record of the upcoming City Council meeting. I am unable to attend in person due to a scheduled surgery and recovery period, but I respectfully ask that my comments be distributed to the Mayor and Councilmembers and entered into the public record.

It is imperative that any ruling or decision related to rent-increase or capital-improvement petitions at **Californian Mobile Home Estates** be placed on hold until there is full transparency and accountability in ownership and documentation, as explained in the enclosed statement.

Thank you for your assistance in ensuring my voice is included in this important matter.

Sincerely,
DeRonda Sellers
Californian Mobile Home Estates
950 California St., Space 102
Calimesa, CA 92320

Statement for City Council

Good evening, Mayor and Councilmembers. My name is **DeRonda Sellers**, and I live at **Californian Mobile Home Estates, 950 California St., Space 102, Calimesa**.

I am unable to appear in person at this meeting due to a scheduled surgery and recovery period, but I respectfully submit this written statement so that my concerns are part of the public record.

I want to raise serious concerns about the ownership structure and history of **Californian Mobile Estates** and related mobile-home parks owned by **Mr. Peter C. Wang**, also known in some records as **Daqing "Peter" Wang**.

First, the ownership is split across **multiple limited partnerships and companies**, including:
- Californian Mobile Home Estates Calimesa, LP
- Northview MHP LP (Northview Mobile Estates, Yucaipa)
- Executive Mobilehome Estates LP (Executive Mobilehome Estates, Yucaipa)
- Carriage Trade Manor LP (Carriage Trade Manor, Yucaipa)
- Anacapa Mobile Home Park LP (Santa Paula)
- Foothill Mobile Home Park LP
- Wang Discovery LP
- Whisman Management, LLC
- Park Avalon Carson, Inc.
- Tri-Freeway Business LLC
- PW Property Investments, LLC

- Calistoga Chateau, LLC

All of these entities list **Mr. Wang as agent** at the same Mountain View address: **425 N. Whisman Rd, Unit 600, Mountain View, CA 94043**. While creating separate companies for each park is legal, this web of names makes it difficult for residents and even city staff to identify who is truly accountable.

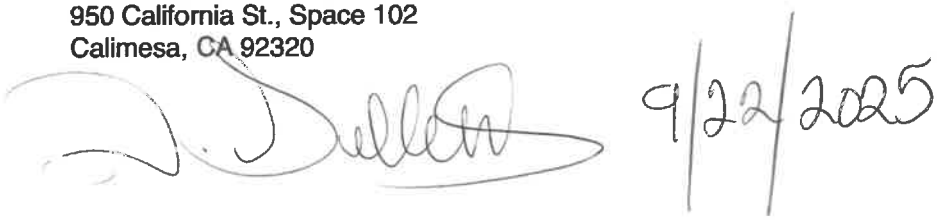
Second, there is a **documented pattern of very large rent or capital-improvement petitions** under Mr. Wang's ownership, not only here in Calimesa but also in **Santa Paula and Morgan Hill**, where residents had to fight against steep rent increases. In our own community, residents have already testified that the recent **Capital Improvement Petition included costs from before our park**, which is unfair and inaccurate.

Finally, the use of **many different names and entities**—limited partnerships, LLCs, and corporations—creates unnecessary confusion and raises questions about transparency.

For these reasons, I respectfully request that any pending or future rent-increase or capital-improvement petitions from this owner be placed on hold or denied until all ownership disclosures are clarified, all supporting documentation is reviewed in detail, and residents can be assured that only eligible costs are included. It is imperative that no ruling or decision move forward at this time, because doing so would cause severe hardship and could result in the loss of many homes. Most residents here do not have family members who can assist them with housing if they are displaced. I also request that the residents of Californian Mobile Home Estates be granted the right to file a rebuttal under city code to ensure our voices and evidence are considered.

Thank you for your time and for standing up for accountability and fairness in our community.

Sincerely,
DeRonda Sellers
Californian Mobile Home Estates
950 California St., Space 102
Calimesa, CA 92320



9/22/2025

For more information on Battery and Hazardous Waste disposal
at 800.304.2226 or www.rcwaste.org/hhw

PLEASE RETAIN THIS BOTTOM PORTION FOR POSTING

Division of Weights & Measures

CALIFORNIA MHE

950 CALIFORNIA AVE

CALIMESA CA 92320

PAYMENT VALIDATES PERMIT UNTIL 12/31/2023

DATE BILL MAILED 12/12/2022

PERMIT NO. U00042

CERTIFICATE OF REGISTRATION

DEVICES

THIS CERTIFICATE IS VALID ONLY WHEN FEES HAVE BEEN PAID. IT IS NOT TRANSFERABLE. VOID UPON CHANGE OF OWNERSHIP OR LOCATION.

COUNTY OF RIVERSIDE AGRICULTURAL COMMISSIONER WEIGHTS AND MEASURES PROTECTION AND SERVICE

POST IN PUBLIC VIEW

Equimetric® : Copyright © Stowe Research International

9/21/25 Mr. Wang had duty to be current on this. He is not.

NLRA POSTING REQUIREMENT

POINTS TO CONSIDER

PLEASE RETURN TO

Donna Johnson Space 94 – 909.492.2180 -fenniganj@gmail.com

Feel free to give copies to your neighbors, or request more copies

I) AFFORDABLE HOUSING

A) FINANCIAL HARDSHIP

I.e. Food costs, Gas, Bills, Insurance, Taxes

B) Yearly rent increase

We must adjust our finances yearly for the automatic rent increase.

II) EMOTIONAL STRESS

A) We residents daily, live under the threat of eviction because of strict rules and regulations.
B) living under constant surveillance, spying, videotaping, taking pictures, which causes undue emotional stress.

III) FAVORTISM

A) Using the eviction process in an unfair and possibly illegal manner. I.e. inoperative vehicles where evictions, and other inoperative vehicles remain.
B) Using the existing rules and regulations against some residents and not others, i.e. yard clean-up, animals, etc.

VI) AMENITIEIS

A) Rec/shuffleboard room, which has been closed and unavailable to the residents.
B) The pool has been unavailable for half of the year for the past 20 years and is ongoing.
C) The spa which was open and in a nasty condition for quite some time.

PLEASE GIVE US YOUR EXPERIENCE WITH REGARDS TO AMENITIES

V) GENERAL PROPERTY MAINTENANCE

Lighting

Streets

Driveways

Spa

Vermin/pests (Rodents)

Dumpsters

PLEASE GIVE US YOUR EXPERIENCE WITH REGARDS TO GENERAL PROPERTY MAINTENANCE

We appreciate your taking the time to expose the issues in this park.

Please note your experience for whatever length of time you have been here.

Feel free to supply documents, pictures, copies of complaints, etc.

If you have any questions, please contact:

Donna Johnson

Space 94

909.492.2180

fenniganj@gmail.com

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

www.rivcoacr.org
www.riversidetaxinfo.com

Disclaimer Information

"If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its website rivcoacr.org. The form may also be available from the party that provided you with this document. Lawf ccupants in senior housing or housing for o on familial status."

Peter Wang's
Loan Documents

DOC # 2023-0285294
09/27/2023 10:32 AM Fees: $170.00
Page 1 of 39
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: ALEJANDRA#1032

TICOR TITLE 00954501

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

JPMORGAN CHASE BANK, N.A.
Attention: CTL Closing
P.O. Box 9011
Coppell, TX 75019-9011

THIS SPACE FOR RECORDER'S USE ONLY

BE ADVISED THAT THE PROMISSORY NOTE SECURED BY THIS SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE FOLLOWING: (1) A VARIABLE RATE OF INTEREST; (2) A BALLOON PAYMENT AT MATURITY; (3) DEFERRAL OF A PORTION OF ACCRUED INTEREST UNDER CERTAIN CIRCUMSTANCES WITH INTEREST SO DEFERRED ADDED TO THE UNPAID PRINCIPAL BALANCE OF THE NOTE AND SECURED HEREBY.

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

[Loan No. 200670721]

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Security Instrument"), is made this 21st day of September, 2023 among

Californian Mobile Home Estates Calimesa, LP, a California limited partnership,

the address of which is 425 N Whisman Rd, Suite 600, Mountain View, CA 94043, as trustor ("Borrower"); JPMORGAN CHASE BANK, N.A. at its offices at P.O. Box 9178, Coppell, Texas 75019-9178, as trustee (together with its successors as trustee hereunder, "Trustee"); and JPMORGAN CHASE BANK, N.A. at its offices at P.O. Box 9178, Coppell, Texas 75019-9178, as beneficiary (together with its successors and assigns, "Lender").

483053239176v4

Exempt from fee per GC 27388.1 (a)(2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax.

Loan No.: 200670721

1. Granting Clause. Borrower irrevocably grants, assigns and conveys to Trustee in trust, with power of sale, all of Borrower's estate, right, title and interest in and to the property in the county of Riverside County, state of California, with a street address of 950 California St Calimesa, CA 92320 (which address is provided for reference only and shall in no way limit the description of the real and personal property otherwise described in this Section 1), described as follows, whether now existing or hereafter acquired (all of the property described in all parts of this Section 1 and all additional property, if any, described in Section 2 shall be referred to as the "Property"):

1.1 Land and Appurtenances. The land described on Exhibit A hereto, and all rights-of-way, easements, air rights, water rights and appurtenances thereto (collectively, the "Land"); and

1.2 Improvements and Fixtures. All buildings, structures and other improvements now or hereafter erected on the Land (collectively, the "Improvements"), and all facilities, fixtures, machinery, apparatus, installations, goods, equipment, furniture, building materials and supplies and other properties of whatsoever nature, now or hereafter located in or used or procured for use in connection with the operation of the Land and the Improvements; and

1.3 Enforcement and Collection. Any and all rights of Borrower to collect and receive all rents, income, revenues, issues, earnest money, deposits, tax, utility and insurance refunds, mineral, oil and gas rights and profits, and other moneys, payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any other agreement affecting or relating to any of the Property, to bring any suit in equity, action at law or other proceeding for their collection or for the specific or other enforcement of any such agreement, award or judgment, in the name of Borrower; and

1.4 Accounts, Income and Rights. Any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, Impounds (as defined below) and general intangibles relating to any of the Property; and

1.5 Leases and Rents. All of Borrower's rights in and to all Leases and Rents (as such terms are defined in Section 2.2.1 below) (in accepting this Security Instrument, neither Lender nor Trustee assumes any liability for the performance of any such Lease); and

1.6 Insurance Policies; Condemnation Awards. All rights in and to all pertinent present and future fire, hazard, earthquake or other insurance policies covering any of the Property (whether or not Lender requires such insurance and whether or not Lender is named as an additional insured or loss payee of such insurance); and all Awards (defined below); and all proceeds or sums payable in lieu of or as compensation for the loss of or damage to any of the Property; and

Loan No.: 200670721

1.7 Other Property. All books and records of Borrower relating to the Property in any form, all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the Property or to the construction of the existing or any future Improvements, all rights of Borrower in, to or under any architect's contracts or construction contracts relating to the construction of the existing or any future Improvements, and any performance and/or payment bonds issued in connection therewith, and all trademarks, trade names, computer software and other intellectual property used by Borrower in connection with the Property.

2. Security Agreement and Assignment of Leases and Rents.

2.1 Security Agreement. To the extent any of the property described in Section 1 is personal property, Borrower grants to Lender, a security interest therein and in all products and proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of California (the "UCC"). Borrower hereby irrevocably authorizes Lender to file any financing statement, fixture filing or similar filing to perfect the security interests granted in this Security Instrument without Borrower's signature. This Security Instrument constitutes a financing statement, filed as a fixture filing in the real estate records of the county of the state in which the real property described in Exhibit A is located, with respect to any and all fixtures included within the list of Improvements and fixtures described in Section 1.2 of this Security Instrument and to any other personal property that is now or hereafter becomes a part of the Property as fixtures.

2.2 Assignment of Leases and Rents.

2.2.1 Absolute Assignment. Borrower hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Lender all of Borrower's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, either oral or written, now existing and hereafter arising which affect the Property, Borrower's interest therein or any Improvements, any and all security deposits, guaranties and other security related thereto, and all supporting obligations, letters of credit (whether tangible or electronic) and letter of credit rights guaranteeing or supporting any of the foregoing (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be referred to, collectively, as the "Leases"), and hereby gives to and confers upon Lender the right to collect any and all income, rents, issues, profits, payments, damages, refunds, royalties and proceeds made pursuant to or in connection with the Leases and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). This Security Instrument creates and shall be construed to create an absolute assignment to Lender of the Leases and the Rents and shall not be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents (as defined below).

Loan No.: 200670721

Borrower irrevocably appoints Lender its true and lawful attorney at the option of Lender at any time an Event of Default (as defined below) exists and is continuing, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Borrower or in the name of Lender, for all such Rents and apply the same to the obligations secured by this Security Instrument.

2.2.2 Revocable License to Collect. So long as no Event of Default exists and is continuing, Borrower shall have a revocable license, to collect all Rents, and to retain, use or distribute the same. Upon the occurrence and during the continuation of any Event of Default, the foregoing license shall terminate automatically and without notice.

2.2.3 Collection and Application of Rents by Lender. While any Event of Default exists and is continuing: (i) Lender may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the obligations secured by this Security Instrument, enter upon any portion of the Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) upon written demand by Lender therefor, Borrower shall promptly deliver to Lender all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Borrower, whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Lender may be applied by Lender against the obligations secured by this Security Instrument, less all expenses, including attorneys' fees and disbursements, in such order as Lender shall determine in its sole and absolute discretion. No application of Rents against any obligation secured by this Security Instrument or other action taken by Lender under this Section 2.2 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Lender a mortgagee-in-possession of the Property.

2.2.4 Direction to Tenants. Borrower hereby irrevocably authorizes and directs the tenants under all Leases to pay all amounts owing to Borrower thereunder to Lender following receipt of any written notice from Lender that states that an Event of Default exists and is continuing and that all such amounts are to be paid to Lender. Borrower further authorizes and directs all such tenants to pay all such amounts to Lender without any right or obligation to inquire as to the validity of Lender's notice and regardless of the fact that Borrower has notified any such tenants that Lender's notice is invalid or has directed any such tenants not to pay such amounts to Lender.

2.2.5 No Liability. Neither Lender nor Trustee shall have any obligation to exercise any right given to either of them under this Security Instrument and neither shall be deemed to have assumed any obligation of Borrower with respect to any agreement, lease or other property in which a lien or security interest is granted under this Security Instrument.

Loan No.: 200670721

3. Obligations Secured. This Security Instrument is given for the purpose of securing:

3.1 Performance and Payment. The performance of the obligations contained herein and the payment of $5,235,000.00 with interest thereon and all other amounts payable according to the terms of the Loan (as defined below) made to Borrower evidenced by a promissory note of even date herewith executed by Borrower, payable to the order of Lender, and any and all extensions, renewals, modifications or replacements thereof (the "Note"). As used herein, the "Loan" shall mean the loan evidenced by the Note and secured by this Security Instrument.

3.2 Future Advances. The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security Instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security Instrument subsequent to its execution.

3.3 Interest. All of the obligations secured by this Security Instrument shall bear interest at the rate of interest applicable to the Note (including interest at the Default Rate, as defined in the Note, as applicable), which interest shall also be secured by this Security Instrument.

3.4 Other Amounts. All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security Instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the Loan and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under the following Loan Documents: (a) any certificate and indemnity agreement regarding hazardous substances (the "Indemnity Agreement") executed in connection with the Loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of the Loan (collectively, the "Guaranty").

4. Warranties and Covenants of Borrower. Borrower represents and warrants to, and covenants and agrees with, Lender as provided herein. All representations and warranties contained in this Security Instrument are true and correct in all material respects as of the date of this Security Instrument and shall remain true and correct in all material respects as of each date thereafter until the obligations secured hereby are paid in full.

4.1 Warranties.

4.1.1 Borrower has full power and authority to grant the Property to Trustee and warrants the Property to be free and clear of all liens, charges, and other monetary encumbrances

except those encumbrances appearing in the title insurance policy accepted by Lender insuring the lien of this Security Instrument ("Permitted Encumbrances").

4.1.2 To Borrower's knowledge and except as otherwise disclosed to Lender in writing prior to the date of this Security Instrument or disclosed to Lender in writing promptly after Borrower first obtains knowledge thereof, the Property is free from damage (including, but not limited to, any construction defects or nonconforming work) that would materially impair the value or use of the Property.

4.1.3 The Loan is solely for business or commercial purposes, and is not for personal, family, household or agricultural purposes.

4.1.4 To Borrower's knowledge and except as otherwise disclosed to Lender in writing prior to the date of this Security Instrument or disclosed to Lender in writing promptly after Borrower obtains knowledge thereof, Borrower, the Property and the present and contemplated use and occupancy of the Property are in compliance with all Applicable Laws in all material respects; and any such matters disclosed to Lender that are related to or affecting insurance coverage shall be disclosed in writing to Borrower's insurer.

4.1.5 Any and all rent rolls, property operating statements and other financial reports ("Financial Reports") furnished to Lender in connection with the Loan are true and correct in all material respects as of their dates, and no material adverse change has occurred in the matters reported in those Financial Reports since the dates of the last submission of those Financial Reports that has not been disclosed to Lender in writing.

4.1.6 Borrower has determined in good faith that: (a) the Loan, including any Guaranty, is an arm's-length transaction on market rate terms; and (b) neither Lender nor any of its affiliates exercised any discretionary authority or control over, or rendered any investment advice in connection with, Borrower's decision to enter into the Loan.

4.2 Preservation of Lien. Borrower will preserve and protect the priority of this Security Instrument as a lien on the Property subject only to the Permitted Encumbrances. If Borrower fails to do so, Lender may take any and all actions necessary or appropriate to do so and all sums expended by Lender in so doing, including without limitation, advances for taxes, assessments, impositions or liens against the Property, shall be treated as part of the obligations secured by this Security Instrument, shall be paid by Borrower upon demand by Lender and shall bear interest at the highest rate borne by any of the obligations secured by this Security Instrument.

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4.3 Repair and Maintenance of Property. Borrower will keep the Property in good condition and repair, including without limitation underpinning and supporting the Property and any improvements. Borrower will not remove or demolish, alter, or make additions or construct any new structure on the Property, without the express written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Security Instrument to the contrary, (a) Borrower may make commercially reasonable nonstructural alterations, improvements and replacements to the Property in a manner customary for similar properties; and (b) with respect to commercial leases only, Borrower or its tenants may construct tenant improvements made pursuant to Leases of commercial space in the Property that have been entered into in good faith and in compliance with the requirements of this Security Instrument.

4.4 Insurance.

4.4.1 Insurance Coverage. At all times during the term of the Loan, Borrower shall comply, and shall cause any other owners of the Property to comply, with the minimum insurance requirements set forth in Schedule "1" attached hereto. Borrower will maintain such insurance as further security for the faithful performance of the obligations secured by this Security Instrument.

4.4.2 Damage and Destruction.

(a) Borrower's Obligations. In the event of any damage to or loss or destruction of the Property (a "Casualty"), Borrower shall (i) give prompt written notice of the Casualty to Lender and to Borrower's insurer, and shall make a claim under each insurance policy providing coverage therefor and shall promptly furnish Lender with a copy of such claim, proof of loss and such other documentation as Lender may reasonably require; (ii) cause the aggregate proceeds of any and all insurance policies insuring the Property, whether or not required by this Security Instrument, that are payable as a result of the Casualty (collectively, the "Insurance Proceeds") to be paid to Lender to be disbursed or applied in accordance with this Section 4.4.2; and (iii) promptly commence and diligently pursue to completion in a good, workmanlike and lien-free manner the restoration, replacement and rebuilding of the Property as nearly as possible to its value and condition immediately prior to the Casualty (collectively, the "Restoration") and otherwise in accordance with this Section 4.4.2. Borrower shall be responsible for all uninsured losses and deductibles. As used in this Security Instrument, the term "Casualty Threshold Amount" means the lesser of $250,000 or five percent of the original face principal amount of the Note.

(b) Control and Disbursement of Proceeds. If the Casualty is expected to be greater than the Casualty Threshold Amount, or if a Default exists, Lender shall control, administer and disburse all Insurance Proceeds subject to Borrower's satisfaction of the terms and conditions of

Lender's form of disbursement agreement, or such other documentation required by Lender, relating to the disbursement of Insurance Proceeds and the Restoration of the Property. If the Casualty is expected to be equal to or less than the Casualty Threshold Amount, and for so long as no Default exists, Lender shall disburse the Insurance Proceeds to Borrower to complete the Restoration in accordance with this Security Instrument.

(c) Lender's Rights. Borrower hereby authorizes Lender, in its own name or as attorney-in-fact for Borrower (which power is coupled with an interest and is irrevocable so long as this Security Instrument remains of record) at any time an Event of Default exists and is continuing, to make proof of loss, to settle, adjust and compromise any claim under insurance policies on the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive Insurance Proceeds, and to deduct therefrom Lender's expenses incurred in the adjustment, collection and disbursement of such Insurance Proceeds or otherwise in connection with the Casualty or the Restoration. Each insurance company is hereby irrevocably authorized and directed to make payment of all Insurance Proceeds directly to Lender. Notwithstanding anything to the contrary, neither Trustee nor Lender shall be responsible for or incur any liability for any such insurance, or for the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses, and Borrower hereby expressly assumes full responsibility therefor and all liability, if any, thereunder.

(d) Application of Proceeds. Lender shall have the option to apply the Insurance Proceeds to the obligations secured by this Security Instrument, whether or not then due, in such order as Lender may reasonably determine (or to hold such proceeds for future application to those obligations) if: (i) an Event of Default exists and is continuing; (ii) Borrower fails to satisfy any condition precedent to disbursement of Insurance Proceeds as required by Lender; or (iii) Lender reasonably determines that (A) the rental income will be insufficient to timely pay all debt service and other property operating expenses, or will be insufficient to provide a debt service coverage ratio at least equal to that existing immediately prior to the Casualty; (B) the Restoration cannot be completed by the earlier of (1) twelve months prior to the maturity date of the Note, or (2) within twelve months after the date of the Casualty; provided, however, nothing herein shall extend the maturity date of the Note; or (C) the loan-to-value ratio of the Property following the Restoration, as calculated by Lender in its reasonable discretion, will be greater than the loan-to-value ratio required by Lender's then-current underwriting requirements for similar loans secured by property similar to the Property.

(e) Effect on the Indebtedness. Any reduction in the obligations secured hereby resulting from the application of Insurance Proceeds or other funds pursuant to this subsection 4.4.2 shall be deemed to take effect only on the date of such application. No application of Insurance Proceeds or other funds to the obligations secured hereby shall result in any adjustment in the amount or due dates of installments due under the Note.



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(f) Costs and Expenses. Borrower shall pay, within 30 days after demand by Lender, all costs and expenses (including attorneys' fees) reasonably incurred by Lender in connection with the adjustment, collection and disbursement of Insurance Proceeds pursuant to this Security Instrument or otherwise in connection with the Casualty or the Restoration.

4.5 Right of Inspection. Subject to the rights of tenants, Borrower shall permit Lender or its agents or independent contractors, at all reasonable times and upon reasonable advance notice (except in the event of an emergency, in which case no advance notice is required), to enter upon and inspect the Property without materially and adversely interfering with the use and enjoyment of the Property by Borrower or any tenants of Borrower.

4.6 Compliance with Laws, Etc.; Preservation of Licenses. Notwithstanding any disclosure made by Borrower pursuant to Section 4.1.4 above, Borrower shall comply in all material respects with (a) all Federal, State and local laws, statutes, ordinances, rules, regulations, licenses, permits, approvals, orders, judgments and other requirements of governmental authorities (collectively, "Applicable Law") applicable to Borrower, the Property or the use, repair and maintenance thereof by Borrower or any third party, (b) all easements, licenses and agreements relating to the Property or the use thereof by Borrower or any third party, and (c) all requirements necessary to the continued existence and validity of all rights, licenses, permits, privileges, franchises and concessions relating to any existing or presently contemplated use of the Property, including but not limited to any zoning variances, special exceptions and nonconforming use permits. Borrower shall indemnify, defend and hold harmless Lender for any and all damages, claims, liabilities, reasonable costs and expenses (including attorneys' fees) arising from Borrower's failure to comply with this Section 4.6.

4.7 Further Assurances. Borrower will, at its expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Trustee or Lender deems reasonably necessary to grant the Property to Trustee, or to carry out the purposes of this Security Instrument.

4.8 Legal Actions. Borrower will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Lender or Trustee; and will pay all reasonable costs and expenses, including cost of evidence of title, title insurance premiums and any fees of attorneys, appraisers, environmental inspectors and others, incurred by Lender or Trustee, in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear, in any suit or other proceeding to foreclose this Security Instrument, and in any trustee's sale under this Security Instrument.

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4.9 Taxes, Assessments and Other Liens. Except as provided in this Security Instrument, Borrower will pay prior to delinquency all taxes, assessments, encumbrances, charges, and liens with interest, on the Property or any part thereof.

4.10 Expenses. Except as prohibited under Applicable Law, Borrower will pay all reasonable costs, fees and expenses (including attorneys' fees) reasonably incurred by Lender or Trustee in connection with this Security Instrument on the due date thereof (or if no other due date is specified, within 30 days after receipt of Lender's written notice therefor).

4.11 Repayment. Borrower will pay all principal and interest and any prepayment premiums on the Loan as provided in the Note. Borrower will pay all other amounts owed under the Loan Documents on the due date thereof (or if no other due date is specified, within 30 days after written demand by Lender). All such amounts shall bear interest at the interest rate applicable to the Note from the date advanced or expended by Lender (or, if not consisting of an advance or expenditure by Lender, from the due date) until paid. If Lender so elects in its sole discretion, such amounts shall be (i) added to the principal balance of the Loan and due and payable in full on the maturity date of the Note, or (ii) added to the principal balance of the Loan and amortized over the remainder of the amortization period used to calculate the monthly payments required under the Note, which may result in an increase to the amount of the monthly payment due under the Note.

4.12 Financial and Operating Information. Within 90 days after the end of each fiscal year of Borrower, Borrower shall furnish to Lender the rent rolls, property operating statements and other financial reports for the Property for such fiscal year, in a form acceptable to Lender in its reasonable discretion. In addition, within 20 days after written request by Lender, Borrower shall furnish to Lender such financial statements and information about (i) the Property, (ii) Borrower and Guarantor, or any general partners, managing members or managers of Borrower or Guarantor, or any other controlling parties of Borrower, and (iii) commercial tenants or occupants of any portion of the Property that are affiliates of Borrower or Guarantor of the Loan, as Lender may reasonably require.

If Borrower fails to comply with this Section 4.12, and such failure continues for a period of 30 days after written notice of such failure by Lender to Borrower, Borrower shall pay to Lender, as liquidated damages for the extra expense in servicing the Loan, $500 on the first day of the month following the expiration of such 30-day period and $100 on the first day of each month thereafter until such failure is cured. All such amounts shall be secured by this Security Instrument. Payment of such amounts shall not cure any Default or Event of Default resulting from such failure.

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4.13 Sale, Transfer, or Encumbrance of Property.

4.13.1 Encumbrances; Entity Changes. Except as otherwise provided below and subject to Borrower's rights to enter into Leases, Borrower shall not, without the prior written consent of Lender, further encumber the Property or any interest therein, or cause or permit any change in the entity, ownership, or control of Borrower without first repaying in full the Note and all other sums secured hereby.

4.13.2 Sales, Transfers, Conveyances. Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender (which consent shall be subject to the conditions set forth below), sell, transfer, or otherwise convey the Property or any interest therein, voluntarily or involuntarily, without first repaying in full the Note and all other sums secured hereby. Consent to any one transfer and assumption shall not be deemed a waiver of the right to require consent to any future transfers and assumptions.

4.13.3 Conditions to Lender's Consent to Transfer and Assumption. Lender will not unreasonably withhold its consent to a sale or transfer of the Property and related assumption of the Loan by the proposed transferee, provided however, that:

(a) Borrower shall provide to Lender a loan application on such form as Lender may require executed by the proposed transferee and accompanied by such other documents as Lender may require in connection therewith;

(b) Lender may consider the factors normally used by Lender as of the time of the proposed assumption in the process of determining whether or not to lend funds, and may require that the Property and the proposed transferee meet Lender's then-current underwriting, legal, regulatory and related requirements as of that time;

(c) Lender may specifically evaluate the financial responsibility, structure and real estate operations experience of any potential transferee;

(d) Lender may require that it be provided at Borrower's expense, with an appraisal of the Property, an on-site inspection of the Property, and such other documents and items, from appraisers, inspectors and other parties satisfactory to Lender, and may require that Borrower or the transferee of the Property correct any items of deferred maintenance that may be identified by Lender;

(e) Lender may, as a condition to granting its consent to a sale, transfer, or other conveyance of the Property, require in its sole discretion Borrower's payment to Lender of (i) a fee (the "Consented Transfer Fee") of one percent of the unpaid principal balance of the Note; (ii) review fees in

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accordance with Lender's fee schedule in effect at the time of the request ("Lender's Fee Schedule"), which shall be paid by Borrower to Lender upon Borrower's request for Lender's consent, and shall be non-refundable but applicable to the Consented Transfer Fee, to the extent applicable, (iii) Lender's reasonable attorneys' fees and other reasonable out-of-pocket expenses; and (iv) document preparation fees and other fees in accordance with Lender's Fee Schedule;

(f) No Default or Event of Default (each as defined below) has occurred and is continuing; and

(g) The transferee, a replacement guarantor acceptable to Lender, and any other parties shall execute such documentation in the form required by Lender in its sole and absolute discretion evidencing such transfer and related assumption, including without limitation, an assumption agreement, guaranties and environmental indemnity agreements; and upon the consummation of such transaction the Borrower and the existing guarantor shall be released from all future liability under the Loan Documents (except for the Indemnity Agreement) as provided in the assumption agreement.

4.13.4 Unconsented Transfers. Any failure to comply with Section 4.13.1 or 4.13.2 above shall constitute an "Unconsented Transfer" for purposes of this Security Instrument. In the event of an Unconsented Transfer, Borrower and its successors shall be jointly and severally liable to Lender for the payment of a fee (the "Unconsented Transfer Fee") of one percent of the unpaid principal balance of the Note as of the date of such Unconsented Transfer. The Unconsented Transfer Fee shall be due and payable upon written demand therefor by Lender, and shall be secured by this Security Instrument; provided, however, that payment of the Unconsented Transfer Fee shall not cure any Event of Default resulting from the Unconsented Transfer.

4.13.5 No Waiver. Lender's waiver of any of the Consented Transfer Fee, the Unconsented Transfer Fee or any other amount payable hereunder, in whole or in part for any one sale, transfer, encumbrance or other conveyance shall not preclude the imposition thereof in connection with any other sale, transfer, encumbrance or other conveyance.

4.13.6 Permitted Transfers. Notwithstanding the foregoing and Section 4.14, provided (i) Lender's Transfer Requirements and (ii) Lender's "know your customer" and underwriting requirements applicable to a Permitted Transfer are timely satisfied, Lender's consent will not be required and the Consent Transfer Fee and the Unconsented Transfer Fee will not be imposed for a Permitted Transfer.

"Permitted Transfer" means:

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(a) The transfer of less than 25% in the aggregate during the term of the Note of the direct or indirect Equity Interests (as defined below) in Borrower, in addition to any transfers permitted under subparagraphs (b) or (c) of this definition (a "Minority Interest Transfer");

(b) A transfer that occurs by devise, descent or operation of law upon the death of a natural person (a "Decedent Transfer");

(c) A transfer made in good faith for estate planning purposes (i) to one or more non-minor Immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more non-minor Immediate Family Members of a settlor of the applicable trust) or (ii) to one or more trusts or legal entities established for the benefit of, and solely owned by, the transferor and/or one or more Immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more trusts or legal entities established for the benefit of, and solely owned by, one or more Immediate Family Members of a settlor of the applicable transferor trust) (an "Estate Planning Transfer");

(d) A transfer between existing owners of direct or indirect Equity Interests in the Borrower so long as there is no change in the individuals exercising day-to-day powers of decision-making, management and control of the Borrower, and no release of any guarantors; or

(e) A transfer of furniture, fixtures or equipment if they are reasonably deemed to be surplus to the normal operation and use of the Property or if they are promptly replaced by similar items of at least equivalent value and utility.

"Transfer Requirements" means, with respect to any Permitted Transfer, all of the following that apply to that transfer:

(a) In the case of any Permitted Transfer:

(i) none of the persons or entities liable for the repayment of the Loan shall be released from such liability;

(ii) such transfer must not violate Applicable Law, and the transferee must not be a "specially designated national" or a person that is subject or a target of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or the U.S. Department of State ("Sanctions") and such transfer must not otherwise result in a violation of Sanctions, the USA PATRIOT Act of 2001, any "know your customer" rules applicable to Lender or any other Applicable Law; and

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(iii) Borrower must provide Lender with not less than 30 days' prior written notice of the proposed transfer (or to the extent that such transfer is a Decedent Transfer then, as soon as reasonably practicable following Borrower becoming aware that the transfer has occurred), which notice shall include a summary of the proposed changes in the organization, ownership and management of the Property or the applicable entity and such further information as Lender may require to make the determinations contemplated by this subsection (a); provided, however, that no prior notice shall be required for an Estate Planning Transfer or any transfer that results in the transferee owning less than 10% in the aggregate of the direct or indirect Equity Interests in Borrower.

(b) In the case of any Minority Interest Transfer or Estate Planning Transfer, there shall be no change in the individuals exercising day-to-day powers of decision-making, management and control over either Borrower or the Property unless Lender has given its prior written consent to such change in its sole discretion. In the case of a Decedent Transfer, any new individual exercising such powers must be satisfactory to Lender in its reasonable discretion.

(c) In the case of a Decedent Transfer, if the decedent was a Borrower or guarantor of the Loan, within 30 days after written request by Lender, one or more other persons or entities having credit standing and financial resources reasonably acceptable to Lender, shall assume or guarantee the Loan by executing and delivering to Lender a guaranty or assumption agreement and a certificate and indemnity agreement regarding hazardous substances, each satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the decedent and granting Lender liens on any and all interests of the transferee in the Property.

(d) In the case of any Estate Planning Transfer (other than a transfer by an individual of an interest in the Property into a revocable trust created for their benefit or the benefit of an Immediate Family Member and which such individual is the trustee) that results in a transfer of an interest in the Property, the transferee shall, prior to the transfer, execute and deliver to Lender an assumption agreement satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the transferor and granting Lender liens on any and all interests of the transferee in the Property.

(e) In the case of any Permitted Transfer that results in a transfer of an interest in the Property, Lender shall be provided, at no cost to Lender, with an endorsement to its title insurance policy insuring the lien of this Security Instrument, which endorsement shall insure that there has been no impairment of that lien or of its priority.

(f) In the case of any Permitted Transfer, Borrower or the transferee shall pay all costs and expenses (including attorneys' fees) reasonably incurred by Lender in connection with that

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Permitted Transfer, any applicable fees in accordance with Lender's fee schedule in effect at the time of the Permitted Transfer, and shall provide Lender with such information and documents as Lender reasonably requests in order to make the determinations called for by this Security Instrument and to comply with Applicable Law.

(g) No Default shall exist.

"Equity Interest" means partnership interests in Borrower, if Borrower is a partnership, member interests in Borrower, if Borrower is a limited liability company, or shares of stock of Borrower, if Borrower is a corporation.

"Immediate Family Members" means, with respect to any person, that person's parents, spouse, registered domestic partner (under an applicable state or District of Columbia law providing for registration of domestic partnerships with a governmental agency), siblings, children and other lineal descendants, and the spouses and registered domestic partners of such person's parents, siblings, children and other lineal descendants.

4.14 Borrower Existence.

4.14.1 Legal Entities. Except as otherwise permitted by this Security Instrument, if Borrower is a corporation, partnership, limited liability company, or other legal entity, Lender is making the Loan in reliance on Borrower's continued existence, ownership and control in its present form. Borrower will not alter its name, jurisdiction of organization, structure, ownership or control without the prior written consent of Lender and will do all things necessary to preserve and maintain said existence and to ensure its continuous right to carry on its business. If Borrower is a partnership, Borrower will not permit the addition, removal or withdrawal of any general partner without the prior written consent of Lender. The withdrawal or expulsion of any general partner from the Borrower partnership shall not in any way affect the liability of the withdrawing or expelled general partner hereunder or on the Note.

4.14.2 Trusts. Except as otherwise permitted by this Security Instrument, if Borrower is a trust, there shall be no change in the trustee or other individuals exercising day-to-day powers of decision-making, management and control over either Borrower or the Property unless Lender has given its prior written consent to such change in its reasonable discretion.

4.15 Information. Lender is authorized to disclose to potential participants, assignees, regulators, Federal Home Loan Banks and Federal Reserve Banks, information in Lender's possession with respect to Borrower, guarantors of the Loan, the Property and the Loan.

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4.16 Tax and Insurance Impounds.

4.16.1 Impounds. In addition to the payments required by the Note, Borrower shall pay Lender, at Lender's request, such sums as Lender may from time to time estimate will be required (a) to pay, at least one month before delinquency, the next-due taxes, assessments, insurance premiums and similar charges affecting the Property (collectively, the "Impositions"), divided by the number of months to elapse before one month prior to the date when the applicable Impositions will become delinquent; and (b) at the option of Lender and to the extent permitted under Applicable Law, to maintain a reserve equal to one-sixth of the total annual amount of the Impositions. Lender shall hold such amounts without interest or other income to Borrower (unless required under Applicable Law) to pay the Impositions. The total of all payments to Lender under subsection 4.16.1 shall be referred to herein collectively, as the "Impounds". If this estimate of the Impounds proves insufficient, Borrower, upon demand by Lender, shall pay Lender such additional sums as may be required to pay the Impositions at least one month before delinquency. Borrower hereby acknowledges and agrees that if Lender does not require Borrower to make Impound payments for all or any portion of the Impositions at the origination of the Loan, at any time following the occurrence of an Event of Default (regardless of whether it is later cured), Borrower shall be required to make such Impounds within 30 days after receipt of written notice from Lender.

4.16.2 Application. If the Impounds in any one year exceed the amounts actually paid by Lender for Impositions, all or any portion of such excess may be paid to Borrower or credited by Lender on subsequent payments under this section. At any time after the occurrence and during the continuance of an Event of Default, Lender may apply any balance of Impounds it holds to any of the obligations secured hereby in such order as Lender may elect.

4.16.3 Tax Reporting Service. Lender may, in its sole and absolute discretion, contract with a tax reporting service covering the Property. Borrower agrees that Lender may rely on the information furnished by such tax service and agrees to pay the reasonable cost of that service within 30 days after receipt of a billing for it.

4.17 Leasing Matters. Borrower shall not receive or collect any Rents in advance in excess of one month's Rent from any tenant or collect a security deposit in excess of two months' Rent from any tenant. To the extent Applicable Law requires any security deposits or other amounts received from tenants of the Property to be held in a segregated account, Borrower shall promptly deposit and maintain all applicable deposits and other amounts in a segregated trust account in a federally insured institution. Borrower shall perform Borrower's obligations under the Leases in all material respects. Borrower hereby consents to Lender obtaining copies of rent rolls and other information relating to the

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Leases from any governmental agency with which Borrower is obligated to file such information or that otherwise collects or receives such information.

4.18 Condominium and Cooperative Provisions. If the Property is not subject to a recorded condominium plan or map, a cooperative regime, or other common interest development regime, on the date of this Security Instrument, Borrower will not subject the Property or any portion thereof to such a plan, map, or regime without the written consent of Lender, which consent may be granted or denied in Lender's sole discretion and, if granted, may be subject to such requirements as Lender may impose including but not limited to Borrower providing Lender with such title insurance endorsements and other documents as Lender may require. If the Property is subject to a recorded condominium plan or map, or other common interest development regime, on the date of this Security Instrument: (a) Borrower represents and warrants that none of the condominium units and no portion of the common elements in the Property have been sold, conveyed or encumbered or are subject to any agreement to convey or encumber and that Borrower owns the entire fee simple interest in the Property; (b) Borrower shall not in any way sell, convey or encumber or enter into a contract or agreement to sell, convey or encumber any condominium unit or any of the common elements of the Property unless expressly agreed to in writing by Lender; (c) Borrower shall operate the Property solely as a rental property; and (d) the Property granted, conveyed and assigned to Lender hereunder includes all rights, easements, rights of way, reservations and powers of Borrower, as owner, declarant or otherwise, under any applicable condominium act or statute and under any and all condominium declarations, survey maps and plans, association articles and bylaws and documents similar to any of the foregoing. If the Property is subject to a cooperative regime on the date of this Security Instrument: (i) Borrower represents and warrants that none of the corporate shares in the cooperative regime have been sold, conveyed or encumbered or are subject to any agreement to convey or encumber and that Borrower owns the entire fee simple interest in the Property; (ii) Borrower shall not in any way sell, convey or encumber or enter into a contract or agreement to sell, convey or encumber any of the corporate shares of the cooperative regime; and (iii) Borrower shall operate the Property solely as a rental property.

4.19 Use of Property; Zoning Changes. Unless required by Applicable Law, Borrower shall not: (a) except for any change in use approved by Lender in writing, allow changes in the use for which all or any part of the Property is being used at the time this Security Instrument is executed; (b) convert any individual dwelling unit or common area in the Property to primarily commercial use; or (c) initiate or acquiesce in a change in the zoning classification of the Property.

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5. Default.

5.1 Definition. Any of the following shall constitute an "Event of Default" as that term is used in this Security Instrument (and the term "Default" shall mean any of the following, whether or not any requirement for notice or lapse of time has been satisfied):

5.1.1 Any regular monthly payment under the Note is not paid so that it is received by Lender within fifteen (15) days after the date when due, or any other amount secured by this Security Instrument (including but not limited to any payment of principal or interest due on the Maturity Date, as defined in the Note) is not paid so that it is received by Lender when due;

5.1.2 Any representation or warranty made by Borrower to or for the benefit of Lender herein or elsewhere in connection with the Loan, including but not limited to any representation in connection with the security therefor, shall have been incorrect or misleading in any material respect;

5.1.3 Borrower or any other party thereto (other than Lender) shall fail to perform its obligations under any other covenant or agreement contained in this Security Instrument, the Note, any other Loan Document, which failure continues for a period of 30 days after written notice of such failure by Lender to Borrower (or for a period of 60 days after such notice if such failure cannot reasonably be cured within such 30-day period, but can be cured within such 60-day period and Borrower is proceeding diligently to cure it), but no such notice or cure period shall apply in the case of: (i) any such failure that could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Security Instrument or the other Loan Documents, result in harm to Lender or impairment of the Note, this Security Instrument, or any other security given under any other Loan Document; (ii) any such failure that is not reasonably susceptible of being cured during such cure period; (iii) breach of any provision that contains an express cure period; or (iv) any breach of Section 4.13 or Section 4.14 of this Security Instrument;

5.1.4 Borrower or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they become due, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding, provided that if such petition or proceeding is not filed or acquiesced in by Borrower or the subject thereof, it shall constitute an Event of Default only if it is not dismissed within 60 days after it is filed or if prior to that time the court enters an order substantially granting the relief sought therein; or

5.1.5 Borrower or any other signatory thereto shall default in the performance of any covenant or agreement contained in any mortgage, deed of trust or similar security instrument

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encumbering the Property, or the note or any other agreement evidencing or securing the indebtedness secured thereby, which default continues beyond any applicable cure period.

5.2 Lender's and Trustee's Right to Perform. After the occurrence and during the continuance of any Event of Default, Lender or Trustee, but without the obligation so to do and, to the extent permitted by Applicable Law, without notice to or demand upon Borrower and without releasing Borrower from any obligations hereunder, may: make any payments or do any acts required of Borrower hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee and their agents being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien; and in exercising any such powers, pay necessary expenses and engage counsel. All sums so expended (including attorneys' fees) shall be secured hereby and bear interest at the Default Rate of interest specified in the Note from the date advanced or expended until repaid and shall be payable by Borrower to Lender on demand.

5.3 Remedies on Default. Upon the occurrence of any Event of Default all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Lender and Lender may:

5.3.1 To the extent permitted by Applicable Law, have a receiver appointed as a matter of right without notice to Borrower and without regard to the sufficiency of the Property or any other security for the indebtedness secured hereby and, without the necessity of posting any bond or other security. Such receiver shall take possession and control of the Property and shall collect and receive the Rents. If Lender elects to seek the appointment of a receiver for the Property, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver. The receiver shall be entitled to receive a reasonable fee for managing the Property, which fee may be deducted from the Rents or may be paid by Lender and added to the indebtedness secured by this Security Instrument. Immediately upon appointment of a receiver, Borrower shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits. If the Rents are not sufficient to pay the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender, or advanced by Lender to the receiver, for such purposes shall become an additional part of the indebtedness secured by this Security Instrument. The receiver may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 5.3 shall not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Property.

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5.3.2 Foreclose this Security Instrument pursuant to a judicial foreclosure proceeding or otherwise realize upon the Property.

5.3.3 Cause Trustee to exercise its power of sale.

5.3.4 Sue on the Note as permitted under Applicable Law.

5.3.5 Avail itself of any other right or remedy available to it under the terms of this Security Instrument, the other Loan Documents or Applicable Law.

5.4 No Waiver. By accepting payment of any sum secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of that or any other portion of the obligations secured by this Security Instrument. Lender may from time to time accept and apply any one or more payments of less than the full amount then due and payable on such obligations without waiving any Default, Event of Default, acceleration or other right or remedy of any nature whatsoever. In addition, the failure on the part of Lender to promptly enforce any right hereunder shall not operate as a waiver of such right. Furthermore, the waiver of any Default or Event of Default shall not constitute a waiver of any subsequent or other Default or Event of Default.

5.5 Waiver of Marshaling, Etc. In connection with any trustee's sale or other foreclosure sale under this Security Instrument, Borrower hereby waives, for itself and all others claiming by, through or under Borrower, any right Borrower or such others would otherwise have to require marshaling or to require that the Property be sold in parcels or in any particular order.

5.6 Remedies Cumulative; Subrogation. The rights and remedies accorded by this Security Instrument shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising Applicable Law. All rights and remedies provided for in this Security Instrument or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. Lender shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the Loan proceeds.

6. Condemnation. Any and all awards of damages, whether paid as a result of judgment or prior settlement, in connection with any condemnation or other taking of any portion of the Property for public or private use, or for injury to any portion of the Property ("Awards"), are hereby assigned and shall be paid to Lender which may apply or disburse such Awards in the same manner, on the same terms, subject to the same conditions, to the same extent, and with the same effect as provided in Section 4.4.2 above for disposition of Insurance Proceeds. Without limiting the generality of the foregoing, if the taking results in a loss of the Property to an extent that, in the reasonable opinion of Lender, renders or is likely to render the Property not economically viable or if, in Lender's reasonable

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judgment, Lender's security is otherwise impaired, Lender may apply the Awards to reduce the unpaid obligations secured hereby in such order as Lender may determine, and without any adjustment in the amount or due dates of installments due under the Note. If so applied, any Awards in excess of the unpaid balance of the Note and other sums due to Lender shall be paid to Borrower or Borrower's assignee. Such application or release shall not cure or waive any Default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the Property or any part or appurtenance thereof or right or interest therein be taken or threatened to be taken by reason of any public or private improvement, condemnation proceeding (including change of grade), or in any other manner, Lender may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all Awards or other relief therefor, and Borrower agrees to pay Lender's costs and reasonable attorneys' fees incurred in connection therewith. Lender shall have no obligation to take any action in connection with any actual or threatened condemnation or other proceeding.

7. Trustee.

7.1 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby, upon written request of Lender, payment of its own fees and presentation of this Security Instrument and the Note for endorsement (in case of full reconveyance, for cancellation or retention), Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Security Instrument or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the Property.

7.2 Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon payment of Trustee's fees and out of pocket costs, Trustee shall reconvey, without warranty, the Property then held hereunder.

7.3 Powers and Duties on Default. Upon written request therefor by Lender specifying the nature of the Event of Default, or the nature of the several Events of Default, and the amount or amounts due and owing, Trustee shall execute a written notice of trustee's sale, and shall cause such notice to be recorded and otherwise given according to law. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of trustee's sale, Trustee, without demand on Borrower, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Borrower agrees that such a sale (or a sheriff's sale pursuant to

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judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof, but that with respect to all or any part of the Property which may be personal property Trustee shall have and exercise, at Lender's sole election, all the rights and remedies of a secured party under the UCC. Whenever notice of such a sale is permitted or required hereunder or under the UCC, 10 days shall be deemed reasonable. Trustee may postpone sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Borrower or Lender, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title search and title insurance and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Lender may determine and the remainder, if any, may be deposited by Trustee with the clerk of the superior court or municipal court, as applicable, of the county in which the sale took place, as provided in California Civil Code § 2924j or otherwise paid or applied as permitted by Applicable Law.

7.4 Reliance. Trustee, upon presentation to it of a written request signed by Lender setting forth facts showing an Event of Default, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7.5 Replacement of Trustee. Lender may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

8. Notices. Any notice to or demand on Borrower in connection with this Security Instrument or the obligations secured hereby shall be deemed to have been sufficiently made when deposited in the United States mails (with first-class or registered or certified postage prepaid), addressed to Borrower at Borrower's address set forth above. Any notice to or demand on Trustee or Lender, as applicable, in connection with this Security Instrument or such obligations shall be deemed to have been sufficiently made when deposited in the United States mails with registered or certified postage prepaid, return receipt requested, and addressed to Trustee or Lender at the address set forth above. Any party may change the address for notices to that party by giving written notice of the address change in accordance with this section.

9. Modifications, Etc. Each person or entity now or hereafter owning any interest in the Property agrees, by executing this Security Instrument or taking the Property subject to it, that Lender may in its sole discretion and without notice to or consent of any such person or entity: (i) extend the time for

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payment of the obligations secured hereby; (ii) discharge or release any one or more parties from their liability for such obligations in whole or in part; (iii) delay any action to collect on such obligations or to realize on any collateral therefor; (iv) release or fail to perfect any security for such obligations; (v) consent to one or more transfers of the Property, in whole or in part, on any terms; (vi) waive or release any of holder's rights under any of the Loan Documents; (vii) increase the amount of such obligations as permitted by the Loan Documents; or (viii) proceed against such person or entity before, at the same time as, or after it proceeds against any other person or entity liable for such obligations.

10. Successors and Assigns. All provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state where the Property is located, except to the extent preempted by federal laws applicable to national banks. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, the conflict shall not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

12. Maximum Interest. No provision of this Security Instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by Applicable Law. If any excess of interest in such respect is herein or in the Note provided for, neither Borrower nor its successors or assigns shall be obligated to pay that portion of such interest that is in excess of the maximum permitted by law, and the right to demand the payment of any such excess shall be and is hereby waived and this Section shall control any provision of this Security Instrument or the Note that is inconsistent herewith.

13. Attorneys' Fees and Legal Expenses. In the event of any Default under any Loan Document, or in the event that any dispute arises relating to the interpretation, enforcement or performance of any Loan Documents, Lender shall be entitled to collect from any Obligor (as defined in the Note), on demand all reasonable fees and expenses incurred in connection therewith, including but not limited to reasonable fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, such Obligor shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of any Obligor, or any party having any interest in any security for any obligations secured hereby; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to the Loan

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Documents; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing. Notwithstanding anything to the contrary set forth in this Security Instrument or the other Loan Documents, in the event of any litigation between Lender and any Obligor outside the context of a bankruptcy proceeding involving such Obligor as debtor, which litigation arises out of or is related to the Loan or to the Property, if that Obligor is the ultimate prevailing party therein and Lender is not the ultimate prevailing party, such Obligor shall be entitled to recover from Lender the Obligor's reasonable attorneys' fees and court costs incurred therein.

14. Time Is of the Essence. Time is of the essence under this Security Instrument and in the performance of every term, covenant and obligation contained herein.

15. Miscellaneous.

15.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

15.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Security Instrument.

15.3 This Security Instrument, the Note and the other Loan Documents constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Loan Documents. The Loan Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

15.4 No creditor of any party to this Security Instrument and no other person or entity shall be a third party beneficiary of this Security Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any servicer of the Loan for loss sharing or interim advancement of funds shall constitute a contractual obligation of such servicer that is independent of the obligation of Borrower for the payment of the indebtedness secured hereby, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by a servicer under any Servicing Arrangement will reduce the amount of the indebtedness secured hereby.

15.5 The existence of any violation of any provision of this Security Instrument or the other Loan Documents (including but not limited to building or health code violations) as of the date of this Security Instrument, whether or not known to Lender, shall not be deemed to be a waiver of any of Lender's rights under any of the Loan Documents including, but not limited to, Lender's right to enforce Borrower's obligations to repair and maintain the Property.

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16. USA PATRIOT Act Notification and Covenant.

16.1 Lender hereby notifies Borrower that, pursuant to the requirements of Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318 (the "Act"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

16.2 Neither Borrower nor any other party liable for the obligations secured hereby as a guarantor or general partner nor any other person or entity participating in any capacity in the Loan will, directly or indirectly, use the proceeds of the Note, or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity, to (a) further an offer, payment, promise to pay, or authorize the payment or giving of money, or anything else of value, to any person (including, but not limited to, any governmental or other entity) in violation of Applicable Law of any jurisdiction applicable to Borrower or any other party liable for the obligations secured hereby as a guarantor or general partner from time to time relating to bribery or corruption; or (b) fund, finance or facilitate any activities or business or transaction of or with any person or entity, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that would result in a violation of Sanctions by any person or entity, including any person or entity participating in any capacity in the Loan.

17. WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS SECURITY INSTRUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS CONTEMPLATED HEREBY, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

18. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THE LOAN DOCUMENTS (FOR ITSELF AND ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS) WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SECURITY INSTRUMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS PROVIDED FOR HEREIN OR THEREIN, IN ANY LEGAL ACTION OR PROCEEDING OF ANY TYPE BROUGHT BY ANY PARTY TO ANY OF THE FOREGOING AGAINST ANY OTHER SUCH PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT SITTING WITHOUT A JURY.

19. JUDICIAL REFERENCE PROVISION. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY TO A LOAN DOCUMENT IN

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CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT, ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING SECTION IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, SUCH PARTIES AGREE AS FOLLOWS:

19.1 WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN PARAGRAPH 19.2 BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. EXCEPT AS OTHERWISE PROVIDED IN THE LOAN DOCUMENTS, VENUE FOR THE REFERENCE PROCEEDING WILL BE IN THE STATE OR FEDERAL COURT IN THE COUNTY OR DISTRICT WHERE VENUE IS OTHERWISE APPROPRIATE UNDER APPLICABLE LAW.

19.2 THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING, WITHOUT LIMITATION, SET-OFF), (C) APPOINTMENT OF A RECEIVER AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENTS.

19.3 UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

19.4 ALL DISCOVERY SHALL BE CONDUCTED AND ENFORCED IN ACCORDANCE WITH THE RULES OF DISCOVERY APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL

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REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

19.5 THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

19.6 LENDER WILL BE DEEMED TO HAVE AGREED TO THE PROVISIONS OF THIS SECTION BY ACCEPTING THIS SECURITY INSTRUMENT.

[Remainder of this page intentionally left blank]

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DATED as of the day and year first above written.

Californian Mobile Home Estates Calimesa, LP, a California limited partnership

By: Whisman Management, LLC, a California limited liability company, Manager

By: Peter Wang, Manager

483053239176v4

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On 9/22/23 before me, A. Viray - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

A. VIRAY
COMM. #2395223
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 29, 2024

Signature _____ (Seal)

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENTALY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: A. VIRAY

DATE COMMISSION EXPIRES: FEBRUARY 28, 2026

NOTARY IDENTIFICATION NUMBER: 2395223
(NOTARIES COMMISSION AFTER 1-1-92)

MANUFACTURER/VENDOR IDENTIFICATION NUMBER: FRS1
(NOTARIES COMMISSION AFTER 1-1-92)

COUNTY WHERE BOND IS FILED: ALAMEDA

PLACE OF EXECUTION OF THIS DECLARATION: NEWPORT BEACH

DATE: 9-26-2023

TICOR TITLE COMPANY

BY: _____

Loan No.: 200670721

EXHIBIT A
Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 81 OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE SOUTHERLY 5 ACRES OF BLOCK 78 OF SUBDIVISION NO. 7, OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER HAP RECORDED IN BOOK 8, PAGE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE EASTERLY 72.57 FEET OF THAT PORTION OF BLOCK 79 OF SUBDIVISION NO: 7 OF A PART OF YUCAIPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PACE 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE ARROYO THROUGH SAID BLOCK, BEING ALL OF SAID BLOCK LYING SOUTHERLY OF A LINE BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK, 67.40 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK;
THENCE SOUTH 60°36'00" WEST, 325.90 FEET;
THENCE SOUTH 79°19'00" WEST, 383.20 FEET TO A POINT IN THE CENTER LINE OF SECOND STREET (FORMERLY THIRD AVENUE).

EXCEPT THOSE PORTIONS DESCRIBED IN THE DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 12, 1984 AS INSTRUMENT NO. 75474 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.

APN: 410-120-018
APN: 410-100-015 AND 410-100-024

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Schedule 1 to Security Instrument
Insurance Requirements

1. Evidence of Coverage. Prior to the scheduled Loan funding, Lender must receive and approve written evidence of all required insurance on an ACORD form 28 for property insurance and ACORD form 25 for liability insurance (or similar forms acceptable to Lender in its sole discretion) together with satisfactory proof of payment of premiums. The evidence of coverage must show an inception date prior to or corresponding with the date of the Loan funding. Within 30 days after Loan funding, Borrower must provide Lender with a copy of all insurance policies (including flood and windstorm policies, if applicable) and all required endorsements. Policies must show an inception date prior to or corresponding with the date of the Loan funding. All documents must reflect the Lender-assigned loan number for the Loan as shown above. If flood insurance is required, special requirements apply, as described in paragraph 2.5 of this Schedule 1. ACORD or other certificates are not acceptable evidence of flood insurance.

2. Required Coverages and Policy Amounts. Borrower must maintain, or cause to be maintained, the following insurance coverages at all times while any portion of the Loan remains outstanding:

2.1 Property Insurance. The property insurance policy must insure against loss or damage to the improvements on the Property by fire and other perils substantially equivalent to those insured under the Causes of Loss – Special Form published by ISO, and against such other perils, including windstorm, as may be specified by Lender. Terrorism and/or earthquake/earth movement insurance coverage and a building ordinance extension endorsement or law and ordinance coverage may be required on a case-by-case basis. Notwithstanding anything to the contrary, Lender shall not require earthquake or terrorism insurance during the term of the Loan unless: (a) required under Applicable Law; (b) required by Lender for similar loans secured by property similar to the Property; (c) required by Lender as a result of a material change in circumstances that expose the Property to a greater risk of peril; or (d) required in connection with the origination of the Loan. The property insurance policy must be in an amount not less than 100% of the replacement cost of the improvements on the Property (without deduction for depreciation) as determined by Borrower's insurance carrier for purposes of protection of Lender's interests (the "Minimum Property Coverage Amount") and must identify Borrower and the Property address as they appear in the loan documents governing the Loan (the "Loan Documents"). The replacement cost coverage may be provided either in the terms of the policy or by endorsement. If Lender, in its sole discretion, permits coverage of less than the Minimum Property Coverage Amount, then such policy must contain an agreed amount endorsement. If the policy is a blanket policy covering the Property and one or more other properties, the policy must specify the dollar amount of the total blanket limit of the policy that is allocated to the Property, and the amount so allocated to the Property must not be less than the Minimum Property Coverage Amount.



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2.2 Loss of Rents/Business Income Interruption. Borrower must maintain loss of rents or business income interruption insurance against loss of income (including but not limited to rent, cost reimbursements and all other amounts payable by tenants under leases or otherwise derived by Borrower from the operation of the Property) arising out of damage to or destruction of the improvements on the Property by fire and each other peril insured against under each insurance policy insuring against any type of casualty to the Property or any part thereof that is required pursuant to this Security Instrument. Such insurance must cover the actual loss sustained for at least 12 months with a minimum coverage amount of at least 12 months' potential gross income generated by the Property from all sources, as determined by Lender and without deduction for actual or projected vacancy.

2.3 Boiler and Machinery. If a steam boiler is located at the Property, Borrower must carry boiler and machinery coverage in at least the Minimum Property Coverage Amount. If a separate boiler and machinery policy is issued, that policy must include loss of rents or business interruption coverage as described in paragraph 2.2 of this Schedule 1.

2.4 Liability. Borrower must maintain commercial general liability insurance (including coverage for elevators and escalators, if any, on the Property) on an occurrence form substantially equivalent to ISO form CG 0001 with coverage of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Borrower shall ensure that Lender is named as additional insured on Borrower's liability coverage. All policies must be primary and noncontributory with any other insurance Borrower may carry.

2.5 Flood. If any building or mobile home on the Property which secures the Loan is at any time located in a federally-designated special flood hazard area in which flood insurance has been made available pursuant to the Flood Disaster Protection Act of 1973 (the "Flood Act") or other applicable or successor legislation or other area identified by Lender as having a high or moderate risk of flooding (a "Special Flood Hazard Area"), then Borrower must provide Lender with a separate flood insurance policy for each such building or mobile home located in a Special Flood Hazard Area and any contents thereof that also secure the Loan (each a "Building"). Lender does not accept ACORD or other certificates as acceptable proof of flood insurance. The amount of flood insurance coverage for each Building must be in an amount at least equal to the Minimum Flood Coverage Amount for the Building. As used in this Security Instrument, "Minimum Flood Coverage Amount" means the lesser of the following for each Building (not including land), as determined by Lender: (i) the insurable value of the Building ("Insurable Value"); or (ii) the outstanding principal balance of the Loan allocated to the Building. For each flood insurance policy, the deductible may not exceed $10,000.00 for a multifamily Building or $50,000.00 for a commercial Building; provided, however, for private insurance policies described below, the deductible may not exceed the greater of (A) $10,000.00 for a multifamily Building and $50,000.00 for a commercial Building, or (B) 10% of the amount of flood insurance coverage under the private insurance policy. If the amount of coverage under the flood insurance policy for any Building is less than the Insurable Value, Lender may require a Difference in Conditions policy satisfactory to Lender to cover a loss that would not be covered under such flood insurance policy. If flood insurance is required, please see Lender's Flood Insurance Requirements letter, the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance, and the Flood Insurance Coverage Detail for further detail about Lender's flood insurance requirements. Subject to the requirements related to private insurance policies explained below, Lender will accept as evidence of the required flood insurance any of the

following: (1) a copy of the insurance policy; (2) a declarations page from the insurance policy; or (3) an application plus proof that the premium has been paid in full. For Lender to accept the evidence described in item (3), Borrower must provide Lender with a copy of the insurance policy or the declarations page within 30 days of closing. If Borrower provides flood insurance by a private insurance policy (i.e., a policy that is not a standard policy issued on behalf of the National Flood Insurance Program ("NFIP")) for coverage amounts of $500,000.00 or less for commercial or multifamily properties, in order to make the required comparison to the NFIP standard policy, Lender will require a copy of the private insurance policy prior to closing. If the private insurance policy fails to meet the criteria set forth in Lender's Flood Insurance Requirements letter or cannot be obtained in time to be reviewed prior to closing of the Loan, Borrower will be required to purchase an NFIP policy in the amount required by the Flood Act as a condition to closing of the Loan.

2.6 Workers Compensation Insurance. If Borrower has employees working at the Property, Borrower must carry workers compensation insurance in compliance with the laws of the state in which the Property is located.

2.7 Changes in Insurance Requirements. Lender may reasonably change its insurance requirements from time to time throughout the term of the obligations secured by this Security Instrument by giving written notice of such changes to Borrower. Without limiting the generality of the foregoing, Borrower shall from time to time obtain such additional coverages or make such increases in the amounts of existing coverage as may reasonably be required by written notice from Lender. Lender reserves the right, in its reasonable discretion, to increase the amount of the required coverages, require insurance against additional risks, or withdraw approval of any insurance company at any time.

3. Policy and Premium Term. The minimum policy term must be one year and the remaining term of the existing policy must be at least ten (10) days from Loan funding.

4. Maximum Deductibles. The maximum deductible on the property insurance policy must not exceed the greater of $25,000.00 or one percent of the applicable amount of coverage. Borrower may carry a lesser deductible if Borrower so chooses. Notwithstanding the foregoing, if the windstorm peril is excluded from the property insurance policy because the Property is located in a high-risk wind area, and windstorm coverage is provided through a separate policy, windstorm coverage only may have a deductible of up to five percent of the loss (and, if applicable, subject to a policy provision that the maximum deductible for windstorm coverage, regardless of the amount of the loss, will be a specified amount not to exceed $250,000.00). Acceptable deductibles for flood policies are described in paragraph 2.5 of this Schedule 1.

5. Acceptable Insurance Companies. The insurer (the "Insurer") providing the insurance required in this Security Instrument and the other Loan Documents must be authorized to do business in the state where the Property is located. Lender shall have the right to approve or, for reasonable cause, disapprove the proposed Insurer selected by Borrower. The Insurer must have a current Best's rating of "A-" and a financial size category of "VII" or better from A.M. Best Company. A California FAIR (Fair Access to Insurance Requirements) Plan Association policy, or equivalent policy issued by a similar state-run insurer in another state, is acceptable only when minimum form coverage cannot be obtained from an insurance company with such rating.

Loan No. 200670721

6. Mortgage and Loss Payee Endorsement. Each property policy must name "JPMorgan Chase Bank, National Association and its successors and assigns" as the only mortgagee and loss payee pursuant to a mortgage clause or endorsement (the mortgage clause included in Insurance Service Office ("ISO") Property Form No. CP 00 10 or its equivalent, which must be satisfactory to Lender and must provide that Lender will not have its interest voided by the act or omission of Borrower and that Lender may file a claim directly with the Insurer), which clause or endorsement must be contained in or attached to the policy and must show the following address for Lender: JPMorgan Chase Bank, N.A. and its successors and assigns, P.O. Box 9110, Coppell, Texas 75019-9110.

7. Renewal Policies. Borrower must renew or replace all required insurance policies so as to maintain continuous coverage in compliance with the Loan Documents. Borrower must provide Lender with a complete copy of each renewal or replacement policy (including endorsements) within 30 days after its effective date. Lender may order insurance meeting its requirements (at Borrower's expense) if any such policy is not received by such date.

8. Notice of Cancellation. All policies must guarantee that Lender will receive 30 days' advance notice prior to cancellation and ten days' notice for nonpayment of premiums. If a notice of cancellation is received on an existing policy and not reinstated or replaced with an acceptable policy before the effective date of the cancellation, Lender may order replacement coverage at Borrower's expense.

9. Failure of Borrower to Maintain Insurance.

9.1 Lender Placed Insurance. If Borrower fails to maintain insurance in accordance with this Security Instrument and the other Loan Documents, Lender may, in its sole discretion, obtain insurance to protect Lender's interests. This insurance is called "lender placed insurance."

9.2 Limited Coverage. Lender placed insurance may cover only the improvements and will be only in the amount required by Lender. In addition to other differences, the amount of coverage on the lender placed insurance may be less than Borrower's policy and may not cover Borrower's equity in the Property, the deductibles may be higher and there may not be personal property/contents, personal liability, medical or special risks coverage. In the case of flood insurance, the amount of coverage may be more than that required by Applicable Law.

9.3 Cost. Lender placed insurance is typically more expensive than insurance Borrower may obtain through Borrower's own agent. Borrower may also be assessed a nonrefundable policy issuance fee by Lender as well as any costs incurred by Lender relating to the failure to maintain insurance in accordance with Lender's requirements.

9.4 Cancellation. If Lender obtains lender placed insurance, this insurance may be canceled when Borrower provides Lender with satisfactory evidence of insurance coverage that is acceptable to Lender. While the lender placed insurance policy may be canceled and Borrower may be entitled to a refund of a portion of the premiums paid, Borrower may be charged for any time period for which the lender placed insurance was in effect, any cancellation fee assessed by the lender placed insurer, and any costs Lender incurs as a result of the failure to maintain adequate insurance.

Loan No. 200670721

10. Additional Insurance Obtained by Borrower. If Borrower obtains insurance coverage not required under this Security Instrument or the other Loan Documents that insures any interest in the Property or other collateral securing the Loan, Borrower shall ensure that Lender is named as mortgagee and loss payee on such policies by a mortgage endorsement as described above and Lender shall have the right to direct the application of the proceeds of such insurance as provided in the Loan Documents.

11. No Permanent Waiver of Requirements. Borrower understands and agrees that Lender may agree to close the Loan without requiring Borrower to comply strictly with all the requirements set out in this Schedule 1. Borrower acknowledges and agrees that, if Lender so closes the Loan, this is not a permanent waiver of any of the requirements that Lender did not require to be satisfied as of the closing date (the "Specified Requirements"). Lender may at any time in its sole discretion terminate its waiver of the Specified Requirements upon not less than 30 days' written notice to Borrower.

12. California Notice. Please be aware that California Civil Code Section 2955.5(a) provides that: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."



Loan No.: 200670721

MOBILE HOME ADDENDUM TO DEED OF TRUST

This Addendum is attached to, incorporated into and shall be deemed to amend and supplement the deed of trust, security agreement, assignment of leases and rents and fixture filing (the "Security Instrument") made by the undersigned ("Borrower") to secure Borrower's promissory note (the "Note") to JPMorgan Chase Bank, N.A. ("Lender") of the same date and covering the Property described in the Security Instrument. Capitalized terms used but not defined herein shall have the same meanings as in the Security Instrument.

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower, in consideration of the indebtedness recited in the Security Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, in addition to the collateral described in the Security Instrument, and as a part of the Property, the following:

any operating permit or permits issued by the Department of Housing and Community Development or by any local government agency that has assumed responsibility for enforcing the Mobile Home Parks Act, California Health & Safety Code, Sections 18200 et seq., or the Mobile Home Residency Law, California Civil Code, Sections 798 et seq., or any other existing or future laws, ordinances or regulations governing operations of a mobile home park.

2. Borrower shall comply with all existing and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including, without limitation, the provisions of California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park.

3. All leases affecting the Property now or hereafter entered into shall include all provisions required by law (including, without limitation, those required under California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park).

11910318v4

Loan No.: 200670721

DATED as of the date of the Security Instrument to which this Addendum is attached.

Californian Mobile Home Estates Calimesa, LP, a California limited partnership

By: Whisman Management, LLC, a California limited liability company, Manager

By: Peter Wang, Manager

11910318v4

- Copies of before and after photos as included in the original petition submitted by the park owner of the pool and spa, street lighting, streets and clubhouse before and during construction.

- Copies of photos as included in the original petition submitted by the park owner of the clubhouse after improvements, map of streetlight locations, documents regarding pool and spa improvements. Map indicating what streets have been repaved. Map of the Californian Mobile Home Park. Diagram of clubhouse that includes, office, file room, storage, utility room, restrooms and kitchen. Diagram of clubhouse, pool/spa, laundry and recreation buildings.

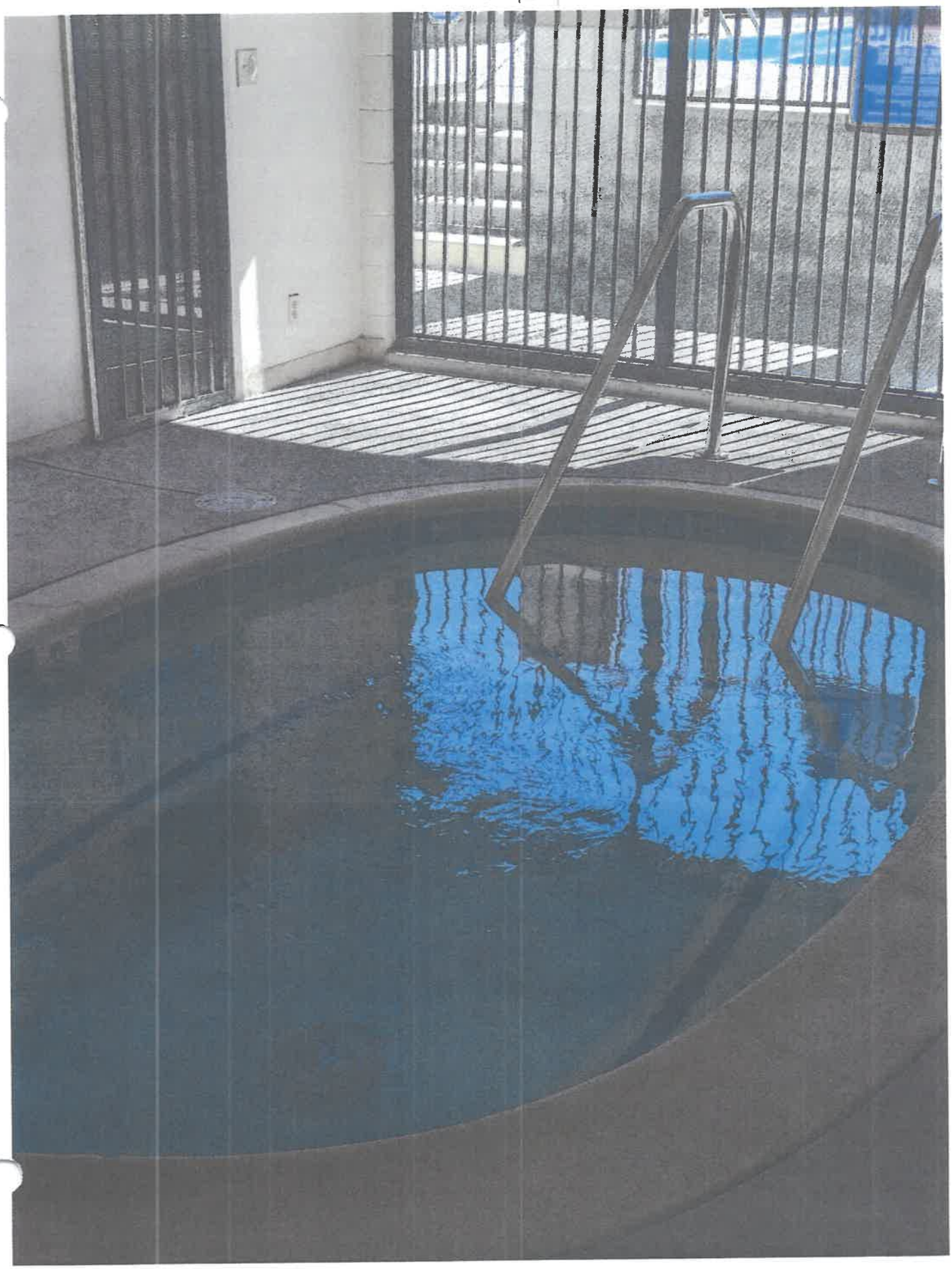
C 1

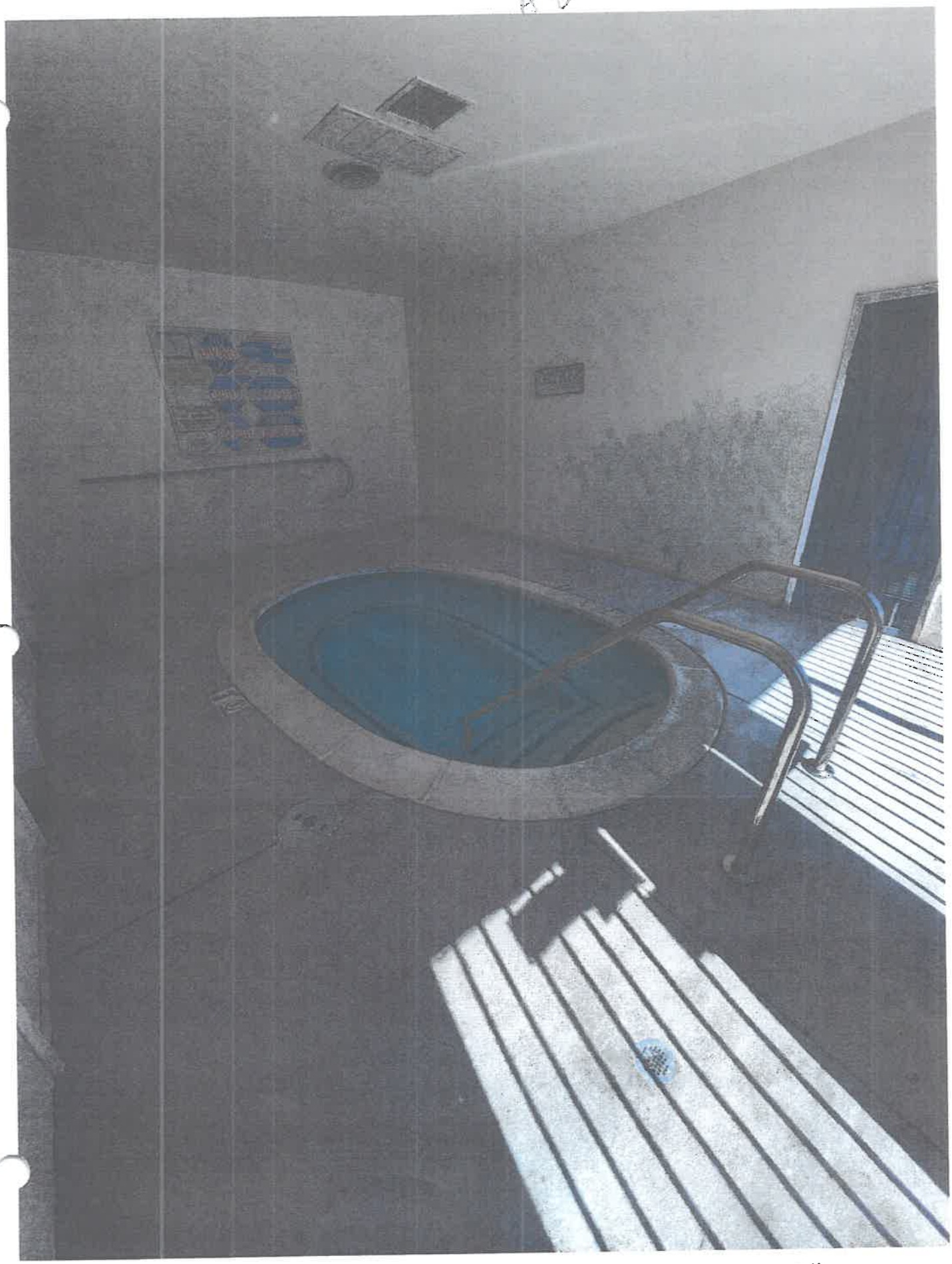




Spa After SD1 - 32

A





SDI-34

New Lights [redacted] SB1 - 35

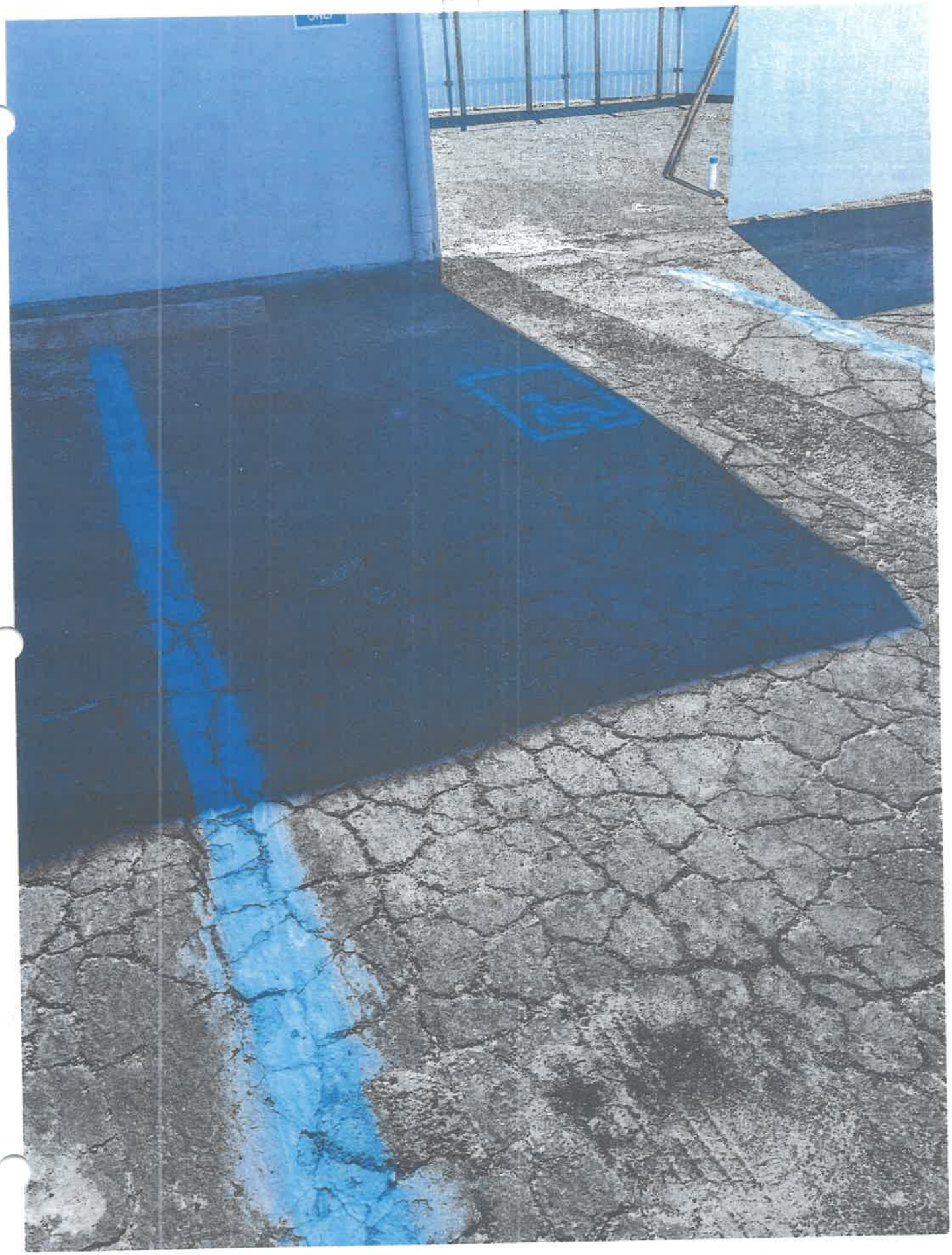
New Street Light 1







Streets Before SD1 - 39



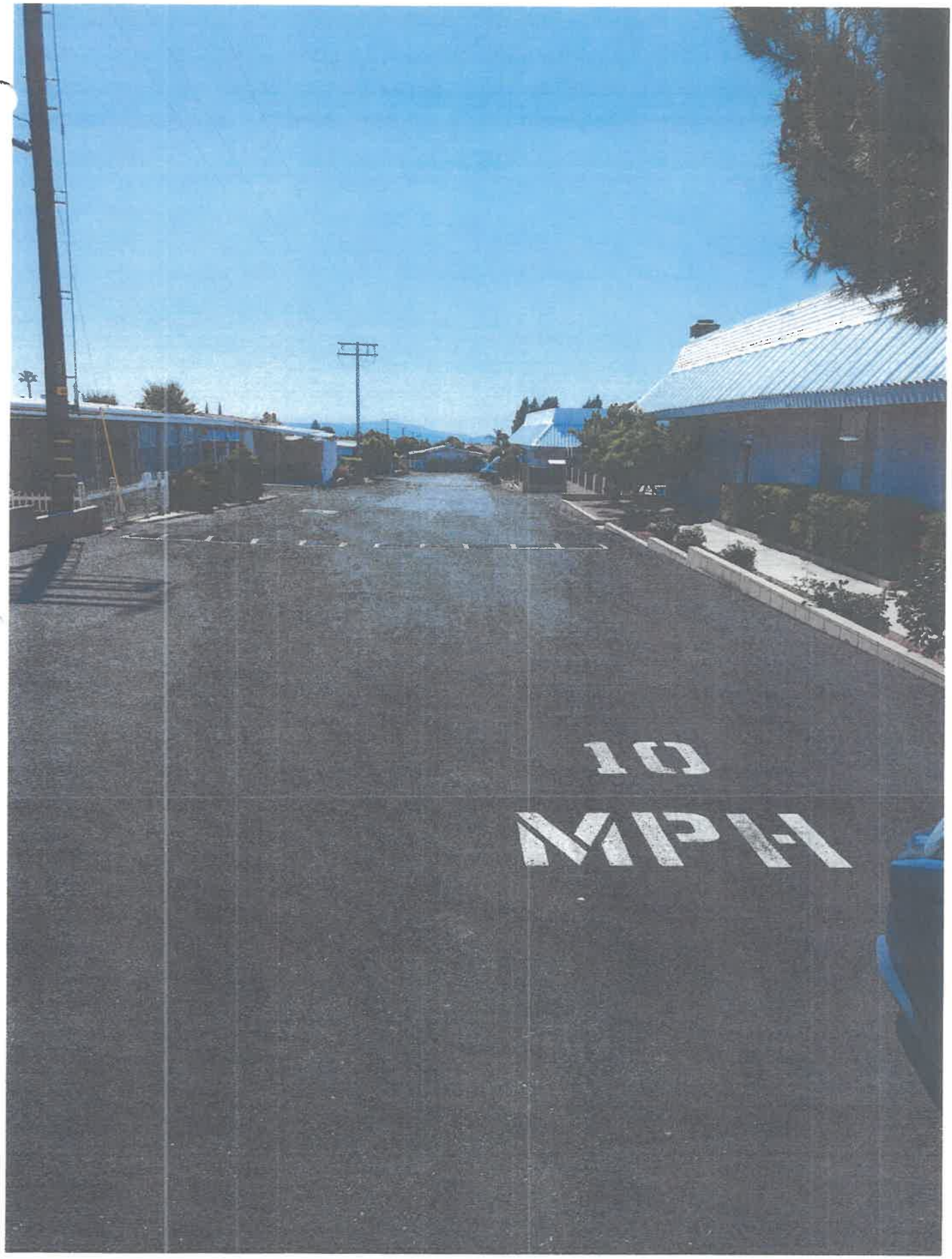

86-103
SPEED
LIMIT
10



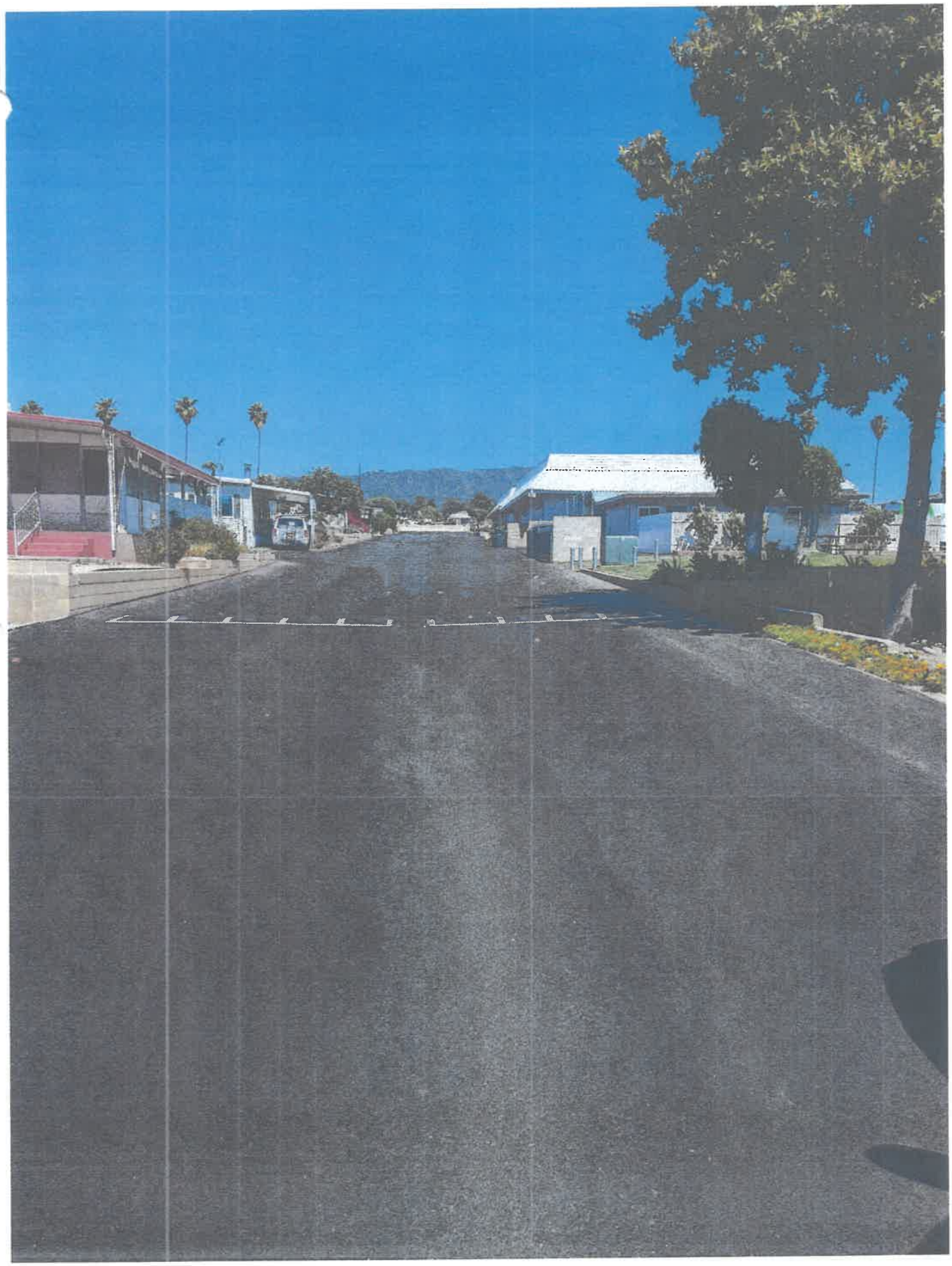
Streets After SP1 - 43



SD1-44


10
MPH





Clubhouse Before SP1 - 48

B 4 - 1



BL-2



SDI-50

BC-3



SDF 5/

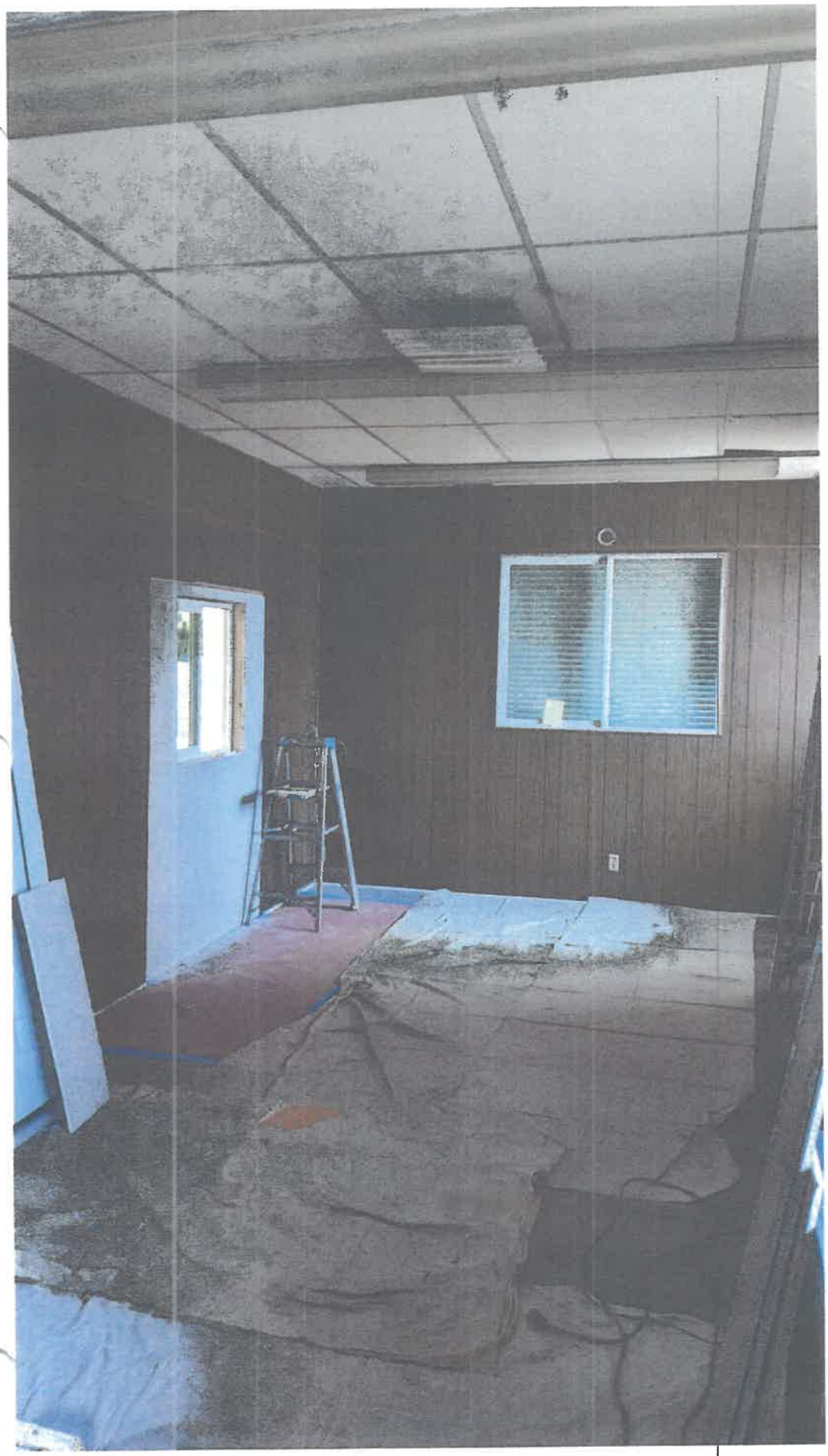
Clubhouse In Progress SÞ1 - 52

Construct. P



SD1-53

C-2



SDI-54

C 4



SD1-55

Clubhouse After SD1 - 56

A 1



A 2



A-3




OFFICE

Working - Street lights at time of Purchase 10-1-23

California MHE

Recreational Vehicle Storage Area

SD-61

Solar Lights ADDED LIGHTING

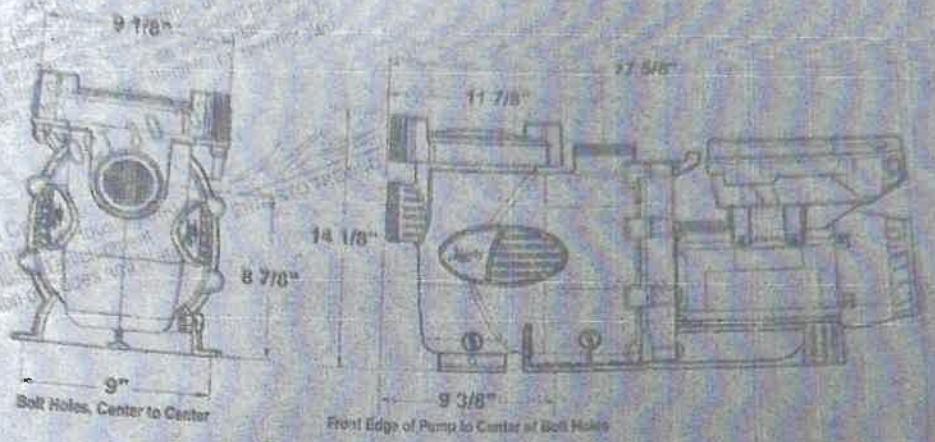
Recreational Vehicle Storage Area

California Mobile Home Estates

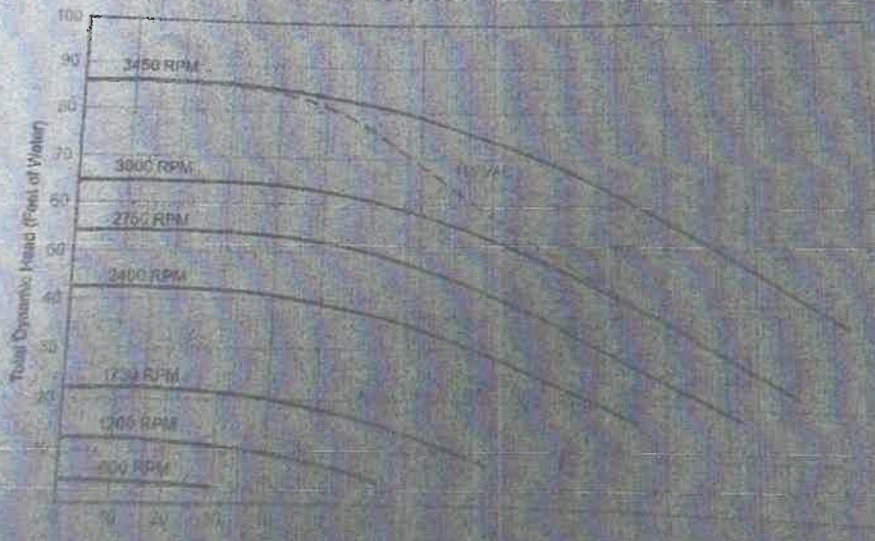
SD1-62

Specifications and Dimensions

Model No.	HP	Wet	Voltage	Watts	Amps	No. Aux. Relays	Auxiliary Relay	Recommended Pipe Size	Carton Weight	Overall Length



VS PlusHP Pump Curves – 115V/230V



County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

District of Environmental Services

POOL AND SPA RENOVATION WORKSHEET

Name of Facility: Californian M.H.E PR: 1000715 SR: FP 2368

Site Address: 950 California St City: Calimesa Zip Code: 92320

Contractor: Sexton Construction License #: _____ License Type: _____

Telephone: 951-852-4593 Fax: _____ E-mail: JRSexton53@gmail

Check One: ☐ POOL ☐ SPA ☐ WADER ☐ WATER FEATURE

Scope of Work: (check all that apply)

Include all modifications, upgrades, and additions that will be done during the renovation regardless of whether multiple contractors are performing the work. Please note, the scope of work may require additional plan submittal.

☐ Resurfacing-white plaster	☐ Splitting suction outlets	☐ Solar system installation
☐ Waterline tile	☐ Coping (provide detail)	☑ Fencing (provide fence plans)
☐ Trim tile	☐ Replace surface skimmers	☐ Replace plumbing
☐ Depth markers	☐ Decking	☐ Depth change (e.g. shallow)
☐ Breakline tile @ 4 ½ foot depth	☐ Deck depth markers	☐ Drain covers
☐ Hand rails (provide detail)	☐ Bring equipment out of pit	☐ Pump replacement
☐ Open end suit ladder/grab rails	☐ Equipment relocation/change	☐ Other: _____

Replacing old rod iron fencing around pool with New

Ensure new fence has a minimum height of 5 ft. measured from the exterior of the enclosure with no gaps larger than 4 inches. Gates must be self closing/latching with hand activated hardware at a height between 42-44 inches. Fence must be in compliance with all items listed on provided Pool Enclosure Bulletin. Temporary fence must be used during construction to prevent hazard to public.

Pool Information:

Surface Area	Volume	Depth(s)	
_____ sq.ft.	_____ gallons	Min: ____ ft. Max: ____ ft.	Suction Pipe: _____ in. Return Pipe: _____ in. Piping Type: _____

Equipment Information:

☐ NEW ☐ EXISTING	**Recirculation Pump** Make: _____ Model: _____ HP: _____ Min flow: _____ gpm Max flow: _____ gpm ☐ Split Main Drain ☐ Unblockable Drain ☐ Single Drain + SVRS: _____	**Drain Covers** Make: _____ Model: _____ ☐ Floor ☐ Wall Max Flow: _____
☐ NEW ☐ EXISTING ☐ N/A	**Jet System Pump** Make: _____ Model: _____ HP: _____ ☐ Split Main Drain ☐ Unblockable Drain ☐ Single Drain + SVRS: _____	**Drain Covers** Make: _____ Model: _____ ☐ Floor ☐ Wall Max Flow: _____
☐ NEW ☐ EXISTING	**Filter** Make: _____ Model: _____ Type: _____	**Backwash:**
☐ NEW ☐ N/A ☐ EXISTING	**Chlorinator** Make: _____ Model: _____	
☐ NEW ☐ N/A ☐ EXISTING	**Salt Chlorine Generator** Make: _____ Model: _____ Quantity: _____	
☐ NEW ☐ EXISTING	**Skimmer(s)** Make: _____ Model: _____ Quantity: _____	**Equalizer Drain Covers** Make: _____ Model: _____
☐ NEW ☐ EXISTING	**Flow Meter** Make: _____ Model: _____	
☐ NEW ☐ N/A ☐ EXISTING	**Solar System** Submit a detailed plumbing schematic	☐ Separate pump system ☐ Bypass loop ☐ Bypass loop w/ booster

All electrical, plumbing, mechanical, and structural repairs and installations shall be done under permit with the local Department of Building and Safety.

For office use only: (APPROVED) REJECTED By: O. Gonzalez Date: 1/14/2025

For required inspections ☐ Plumbing ☐ Pre-Plaster ☒ Final Contact: Hemet office 951-766-2824

For our office locations call us at (888) 722-4234 or visit our website at www.rivcoeh.org

SDI-62

POOL ENCLOSURES

Title 24 Section 3119B Enclosure of Pool Area.

3119B.1 Enclosure. The pool shall be enclosed by one or a combination of the following: a fence, portion of a building, wall, or other approved durable enclosure. Doors, windows, gates of living units or associated private premises shall not be permitted as part of the pool enclosure. The enclosure, doors and gates shall meet all of the following specifications:

1. The enclosure shall have a minimum effective perpendicular height of 5 feet as measured from the outside as depicted in Figures 31B-4; and
2. Openings, holes or gaps in the enclosure, doors and/or gates shall not allow the passage of a 4-inch diameter sphere. The enclosure shall be constructed over a hard and permanent material equivalent to concrete; and
3. The enclosure shall be designed and constructed so that it cannot be readily climbed by small children. Horizontal and diagonal member designs which might serve as a ladder for small children are prohibited. Horizontal members shall be spaced at least 48 inches apart. No planters or other structures that can be climbed shall be permitted within 5 feet of the outside of the pool enclosure or within a 5 foot arc as depicted in Figure 31B-5. The area 5 feet outside of the pool enclosure shall be a common area open to the public; and
4. Chain link may be used, provided that the openings are not greater than 1 ¾ inches measured horizontally.

3119B.2 Gates. Gates and doors opening into the pool enclosure shall also meet the following specifications:

1. Gates and doors shall be equipped with self-closing and self-latching devices. The self-latching device shall keep the gate or door securely closed. Gates and doors shall open outwardly away from the pool except where otherwise prohibited by law. Hand activated door or gate-opening hardware shall be located at a height no lower than 42 inches but not higher than 44 inches above the deck or walkway; and
2. Gates and doors shall be capable of being locked during times when the pool is closed. Exit doors which comply with Chapter 10, Title 24, California Code of Regulations shall be considered as meeting these requirements; and
3. The pool enclosure shall have at least one means of egress without a key for emergency purposes. Unless all gates or doors are so equipped, those gates and/or doors which will allow egress without a key shall have a sign in letters at least 4 inches high stating "EMERGENCY EXIT"; and
4. The enclosure shall be constructed so that all persons will be required to pass through common pool enclosure gates or doors in order to gain access to the pool area. All gates and doors exiting the pool area shall open into a public area or a walkway accessible by all patrons of the pool.

Figure 31B-4

Perpendicular Fencing Dimensions

On Sloping Ground

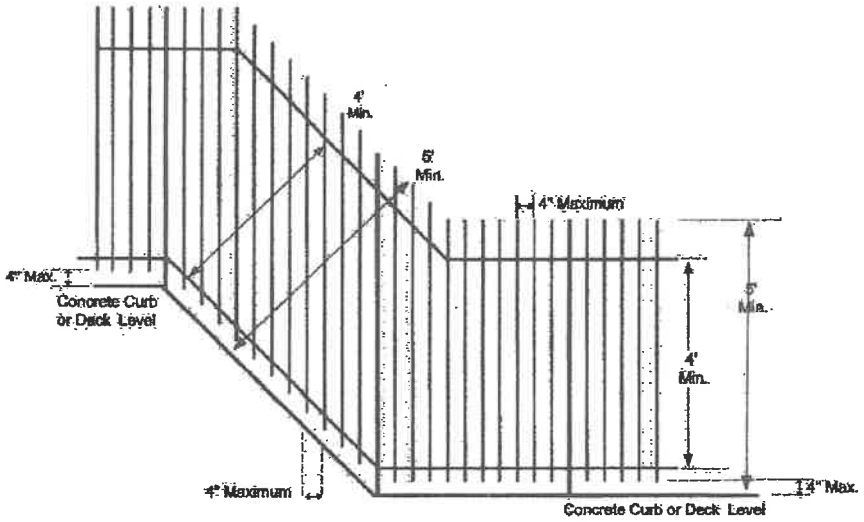
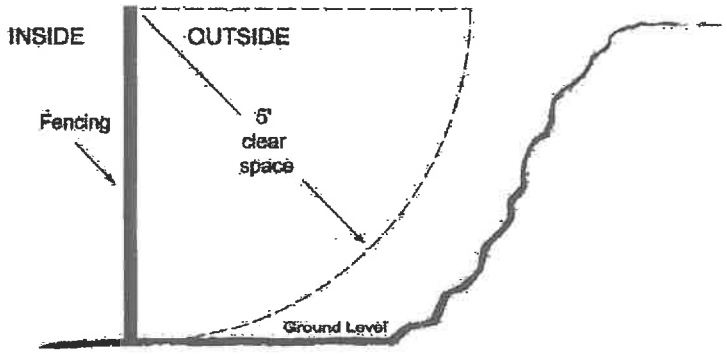


Figure 31B-5

Effective Fencing Height



SD1-64

emailed to Craig @ arrowhead Pools on 9/4/24 KS

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SWIMMING POOL / SPA INSPECTION REPORT

FACILITY NAME: Californian Mobile Estates Pool			DATE: 8/30/24	TIME IN: 9:30	TIME OUT:
FACILITY ADDRESS: 950 California St Calimesa		FACILITY DESCRIPTION: ☒Pool ☐Spa ☐Other:			
BILLING ADDRESS:	PERMIT HOLDER:	EMAIL:		REINSPECTION DATE: TDA	
PERMIT #: 14187	EXPIRATION DATE:	PROPERTY MANAGEMENT:	SERVICE: 22	FACILITY PHONE #:	PE: 1911
DISTRICT: 15	INSPECTOR NAME: O. Ornelas 62				
PH: 7.5 ☐Low ☐High	FREE DISINFECTANT(PPM): 2.59 ☐High ☒Chlorine ☐Bromine ☐Other	CYANURIC ACID(PPM): ☐High	FLOWRATE(GPM): ☐Missing ☐Damaged ☒Stuck		

THE MARKED ITEMS REPRESENT CA HEALTH & SAFETY CODE, CA CODE OF REGULATIONS AND CA BUILDING CODE VIOLATIONS MUST BE CORRECTED AS INDICATED.

☒OPEN ☐CLOSED

COS = Corrected on-site
OUT = Out of compliance

COMPLETE INSPECTION	COS	OUT
1. At this time a complete inspection could not be conducted due to:		
a) Skimmer lid stuck		
b) Entrance to pool site enclosure locked		
c) Equipment room/area locked		
2. Provide keys to enclosure or equipment room to this department		
a) Provide keys by		
WATER QUALITY		
3. Maintain pH 7.2 - 7.8		
4. Maintain free disinfectant residual at all times:		
a) Pools - Maintain free chlorine residual at a min. of 1.0 ppm/2.0 ppm with stabilizer; max. 10 ppm		
b) Spas/Spray Grounds/Other Pools - Maintain free chlorine residual at a min. of 3.0 ppm; max. 10 ppm		
c) Spray Grounds - Provide UV disinfection at 40mJ/cm²		
5. Maintain cyanuric acid concentration at or below 100 ppm		
6. Maintain water clarity; pool/spa bottom to be clearly visible from deck		
7. Provide approved water test kit on premises		
8. Maintain a daily record of operational information and corrective actions for min. 2 years		
9. Spa water temperature not to exceed 104°F		
a) Observed at _____ °F		
10. Provide approved backwash with legal min 1in. air gap		
GATES AND FENCING		
11. Maintain gates and doors to be self-closing and self-latching		
12. Completely enclosed with approved 5 ft. fencing (max. opening 4 in.)		
13. Maintain pool site enclosure in good repair		
14. Exclude animals from the pool site enclosure		
SHELL AND RELATED FACILITIES		
15. Maintain the following in clean condition and good repair:		
a) Shell		✓
b) Decking and coping		
c) Tiles (bottom/waterline)		
d) Depth markers adjacent to deck depth marker and universal no diving marker		
e) Ladders, handrails, and steps		✓
16. Maintain deck and underwater light fixtures securely attached and functional		
a) GFCI installed/properly functioning		
17. Provide 4 ft. of unobstructed deck clearance with no deck coverings		
18. Provide hose bib(s) with proper backflow protection		
RESTROOMS/SHOWERS/DRESSING ROOMS		
19. Maintain the following in clean condition and good repair:		
a) Showers and dressing areas		
b) Toilets and sinks		
c) Soap and paper towels in dispensers		
d) Drinking fountains		

RECIRCULATION EQUIPMENT	COS	OUT
20. Maintain all components of the recirculation system clean and in good working order:		
a) Pump(s)		
b) Gauge(s) and flowmeter(s)		✓
c) Filter(s)		
d) Chlorinator(s)		
e) Skimmer(s)		✓
f) Main drain(s) cover(s)/suction outlet cover(s) or fitting(s)		
g) Equipment marked and piping labeled as to direction of flow		
21. Maintain water level at the midpoint of skimmer opening to ensure proper circulation		
22. Equipment area is clean, maintained, and has limited access to authorized persons		
SAFETY EQUIPMENT		
23. Post the following safety signs in clear view of the water:		
a) "NO LIFEGUARD ON DUTY"		
b) "NO DIVING" - for pools 6ft. deep or less		
c) Illustrated diagram of artificial respiration and CPR procedures with min.1/4 in. text		
d) Emergency phone number (911)		
1) Number of the nearest emergency services		✓
2) Name and street address of the pool facility		✓
e) Maximum pool/spa capacity		
f) Spa caution rules		
g) "Keep Closed" sign on the exterior side of gates and doors of enclosure		
h) Persons with diarrhea or diarrhea within the last 14 days shall not enter water		
24. Provide life ring with attached rope long enough to span the maximum width of pool		
25. Provide 12 ft. fixed length rescue pole with permanently attached body hook		
26. Emergency shut-off switch adjacent to the spa		
a) Emergency switch is installed/functional - shuts off both recirculation and water jet		
b) Post a sign with min. 1 in. letters clearly labeling the emergency shut-off switch		
27. Secondary anti-entrapment device installed on pools without split suction		
EMPLOYEE		
28. Ensure employees are free from infectious communicable disease		
29. Two or more diarrhea incidents reported to this department		
30. Contamination or near-drowning response documented and records maintained		
31. Lifeguards: credentials verified; clearly identified; continuous surveillance		
32. Lifeguard safety equip: first aid kit; phone; backboard and head immobilizer; AED		
CLOSURE		
33. At this time this pool site or body of water is closed due to the following conditions:		
a) No free disinfectant residual available		
b) Heavy algae growth		
c) Pool/Spa bottom cannot be seen due to poor water clarity		
d) Main drain cover(s) damaged, missing, or loose		
e) Loose, missing, or damaged underwater light		
f) Any condition which could actually or potentially threaten the public health, welfare or safety		
g) Closed sign(s) posted and must remain posted until removed by this department		

SD1-65

County of Riverside

DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

SWIMMING POOL / SPA INSPECTION REPORT

FACILITY NAME	DATE	PERMIT #
Californian Mobile Estates Pool	8/30/24	1'1487

15) • Pool missing trim tile at steps and break line tile at 4' depth. Approved contrasting tile must be installed at these areas.
• Hand rail at pool steps does not have proper 3" clearance from riser.
• Bottom of underwater ladder is not secured to pool shell
20) • Repair non functioning flow meter for return line to pool.
• Discontinue placing bricks in skimmer basket
23) • Provide phone number for nearest emergency services in addition to 911 on sign.
• Provide name and address of facility on sign.
Items 20 and 23 must be corrected in timely manner. Inspector will research and advise on items for 15 to provide correction date as it will require plan check approval. Also observed solar system will be researched

IMPORTANT:

Replacement of Suction Outlet Covers

- Suction outlet covers (covers over main drain, skimmer equalizer line, and/or jet system suction) must be replaced when in disrepair and/or upon expiration. Refer to the manufacturer for expiration dates as they differ.
- If the same make/model is used as a replacement, retain records of the make/model and date of installation. Records shall be made available to your Environmental Health Specialist upon request.
- If a different suction outlet cover is going to be used, contact your Environmental Health Specialist for instructions.
- Each replacement cover shall:
  - Meet the latest ANSI/APSP-16 performance standard.
  - Be rated for the maximum designed flowrate of the pump.

SVRS - Any SVRS system installed must be maintained to function according to the manufacturer guidelines. This shall be the responsibility of the owner/operator.

Katherine Dittes

Person In Charge: Katherine Dittes (Print)

Inspector: O. Gonzalez (Print)

SDI-66

Rcvd Sept. 4, 24 (RD)

Gmail

Californian MHE <californianmhecalimesa@gmail.com>

Californian Mobile Estates Pool

1 message

Gonzalez, Octavio <OGonzale@rivco.org>
To: "californianmhecalimesa@gmail.com" <californianmhecalimesa@gmail.com>

Wed, Sep 4, 2024 at 10:50 AM

Hello,

This is in regards to the inspection of the pool that was recently conducted on 8/30/24. During the inspection it was observed that the pool had been replaster without approval from our department and missing required tile work. Ensure the following items are corrected within 90 days by 12/04/24. Failure to comply will result in further legal action.

1. Install trim tile at edge of entry steps for pool. Tile must be slip-resistant and contrasting color minimum 1" wide but not more than 2".
2. Install breakline tile at the 4 ½ FT depth. Tile must be slip-resistant and contrasting color minimum 4" wide but not more than 6",

Any questions feel free to call or email me. Ensure in the future to contact our department prior to making any changes to your pool and spa facilities.

Best Regards,

Octavio Gonzalez

Environmental Health Specialist III

Riverside County Dept. of Environmental Health

Food and Pool Construction Program

800 S Sanderson Ave; Hemet, CA 92545

Phone #: 951-766-2824

www.rivcoeh.org

E-mail: OGonzale@rivco.org

YouTube

Confidentiality Disclaimer

DEPARTMENT OF ENVIRONMENTAL HEAL
COUNTY OF RIVERS

OCTAVIO GONZALEZ, REHS
Environmental Health Specialist

Phone: (951) 766-2824
Fax: (951) 766-7874
TDD: (951) 358-5396

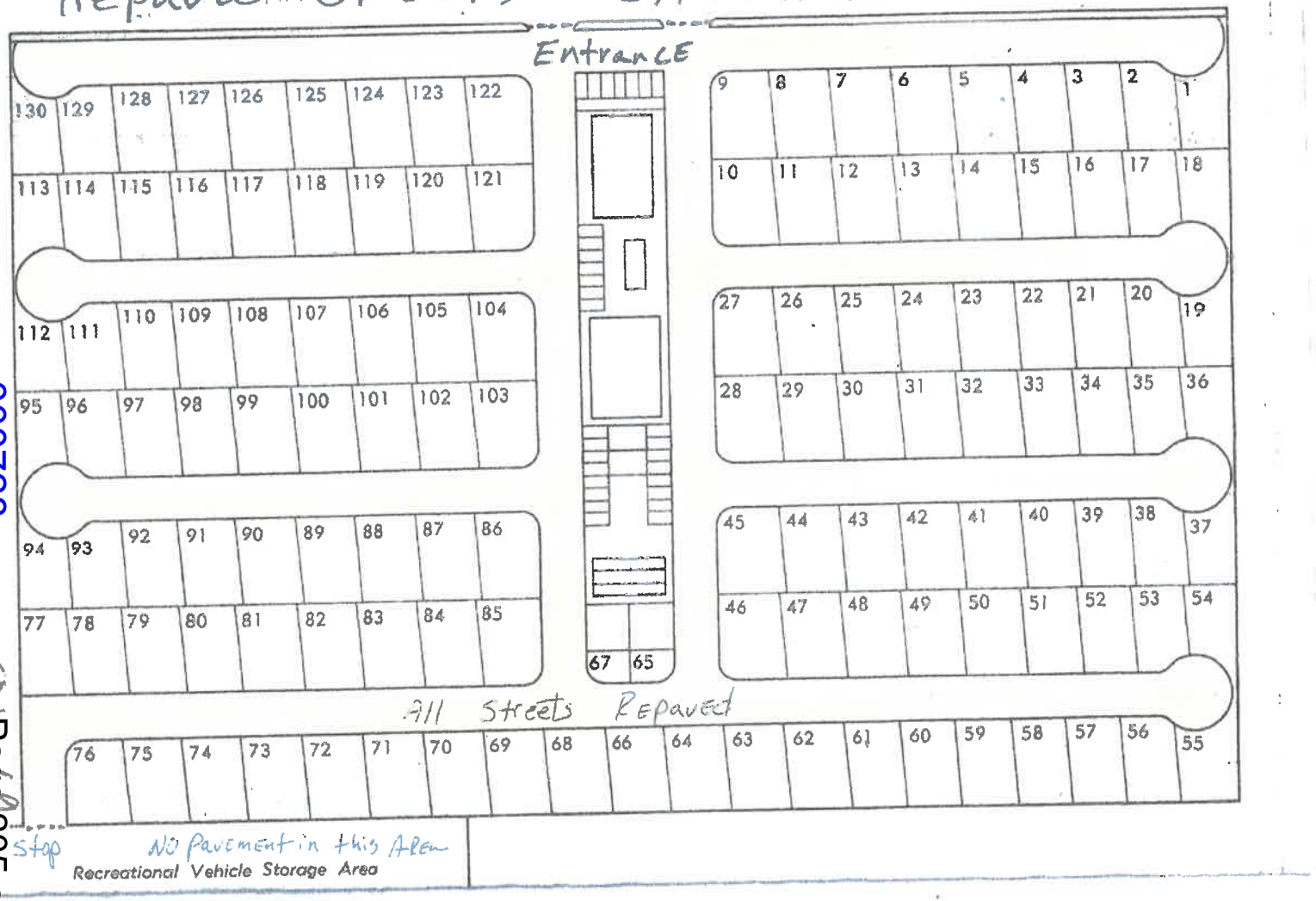
800 S. Sanderson Ave., Ste. 2
Hemet, CA 92
OGonzale@rivco.
www.rivcoeh.

SDI-67

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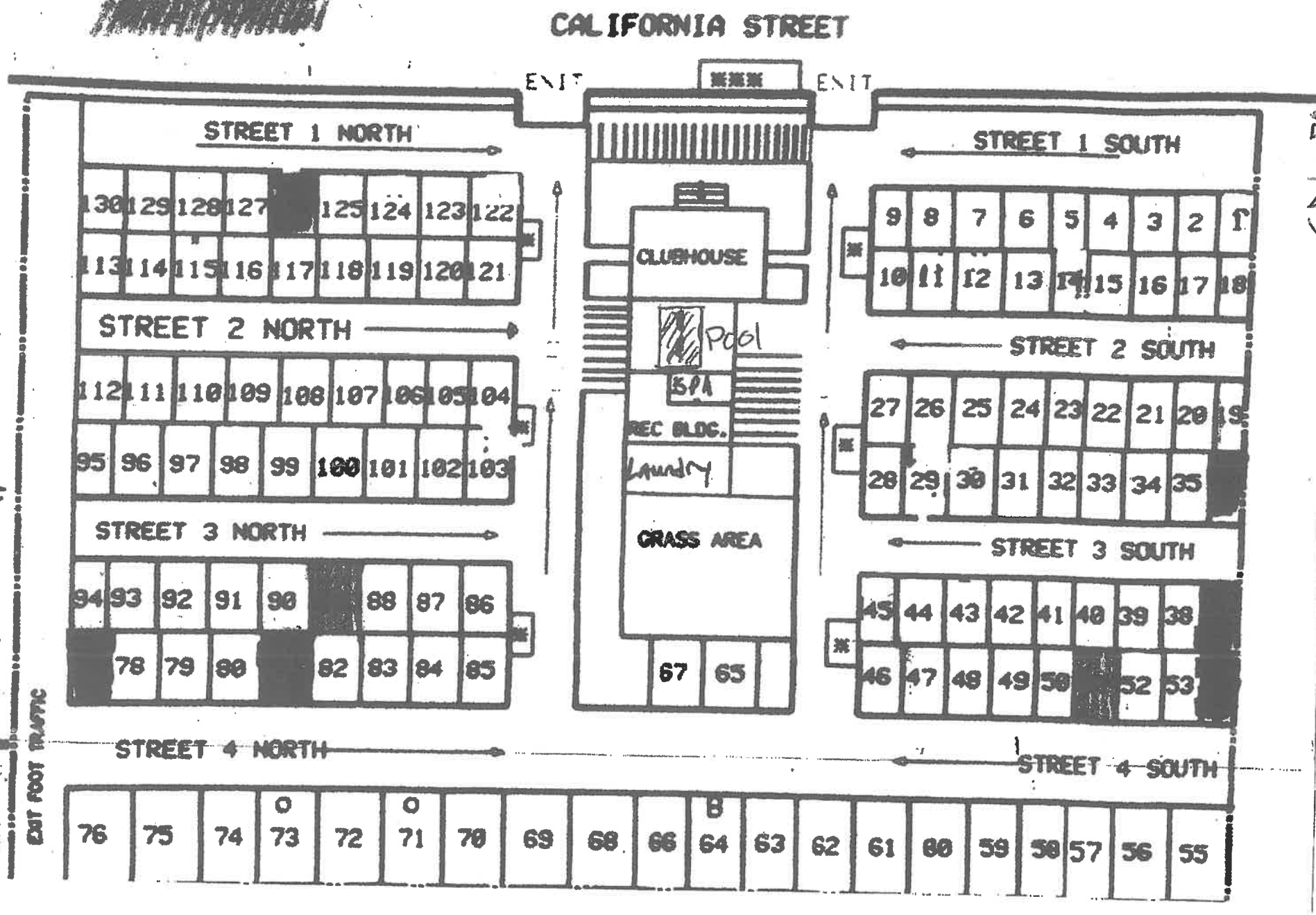
County of Riverside California

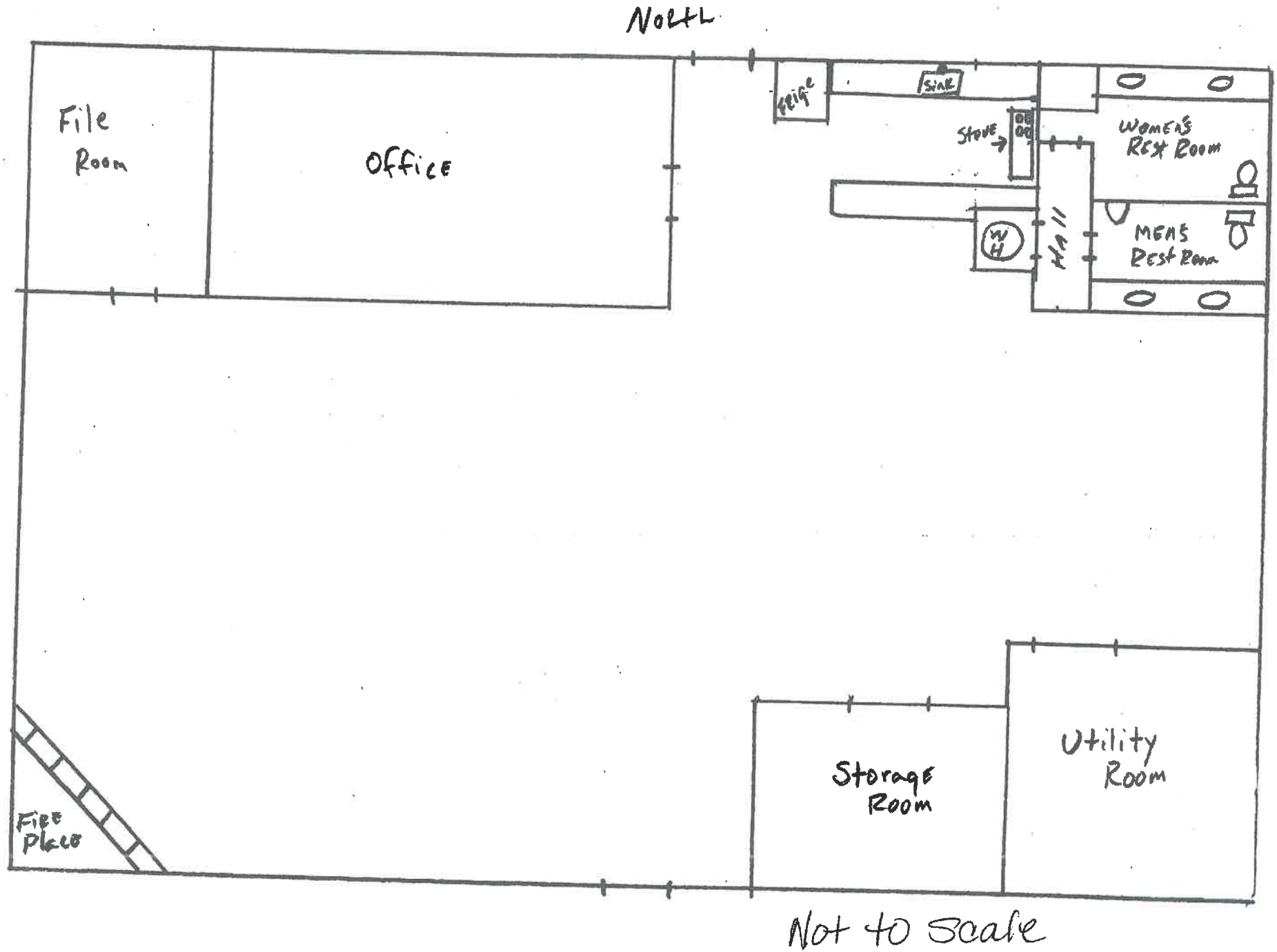
Repaved Streets Californian

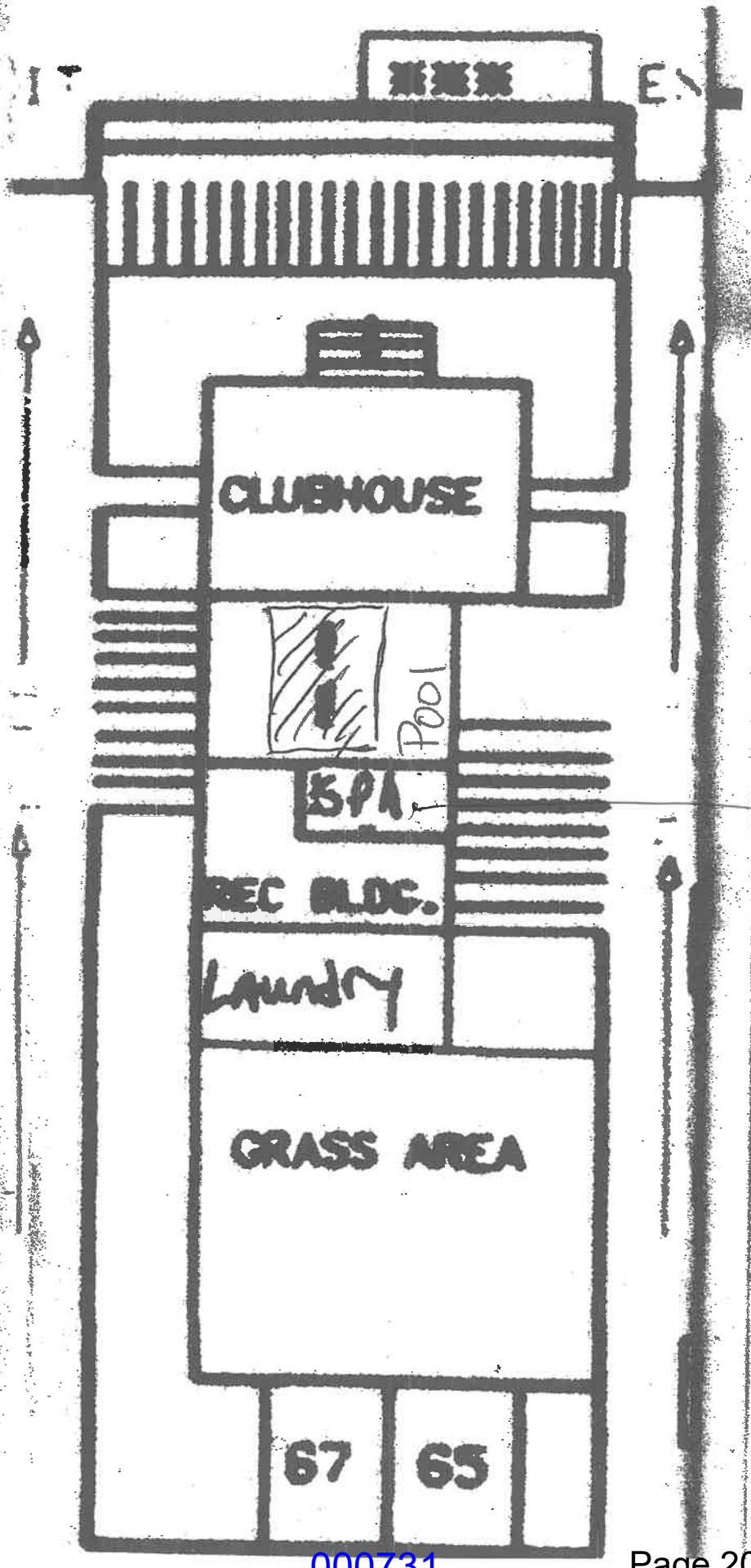


000728

[redacted]


CALIFORNIA STREET
ENTRANCE
EXIT
STREET 1 NORTH
STREET 1 SOUTH
STREET 2 NORTH
STREET 2 SOUTH
STREET 3 NORTH
STREET 3 SOUTH
STREET 4 NORTH
STREET 4 SOUTH
CLUBHOUSE
Pool
SPA
REC BLDG.
Laundry
GRASS AREA
EXIT FOOT TRAFFIC


North
File Room
Office
Fridge
Sink
Stove
Women's Rest Room
W/H
Men's Rest Room
Fire Place
Storage Room
Utility Room
Not to Scale
South



SCALE 1/2"

- Copies of pages from Mr. Wang's 2023 loan documents-pages 2,3,5,6,7,9,13,24,and 29. Pages 38 & 39 entitled addendum to Deed of Trust.

- Copies of pages 1,20,11&12 of the Californian Mobile Home Park Regulations

- Complaint form from Heather Carruthers regarding no resident access to amenities in the park dated January 21, 2022.

- Copy of January 15, 2023 Letter to residents from Laura Ballantyne informing residents of new management team effective February 1m 2023 and notification of change in titling of the Mobile Home Park Name.

- Copy of January 23, 2023 letter to residents re: Mobile Home Park Owner creating an LLC to Californian Mobile Estates, LLC. Written by Laura Ballantyne.

- Copy of June 16, 2023 letter to residents from Laura Ballantyne regarding a letter she received from resident Heather Carruthers requesting use of the clubhouse to have a resident meeting.

- Copy of letter to residents from Park Management dates June 29, 2023 entitled "Notice of Amendment to Rules and Regulations".

- Copy of Letter to residents dated September 22, 2023 announcing new park owner Mr. Peter Wang effective September 29, 2023.

- Copy of complaint from Heather Carruthers dated October 17, 2023 regarding the pool being closed to the residents.

- Copy of complaint from Heather Carruthers dated October 19. 2023 regarding the pool and facilities being closed to the residents.

- Copy of meeting notice to residents informing of meetings scheduled for October 18, 2023 from 6:30 – 7:30 pm and October 19. 2023 9:30 – 10:30 am at the clubhouse regarding information regarding the capital improvements.

- Copy of letter to residents dated October 23, 2023 providing a summary of the meetings held on October 18, 2023 and October 19, 2023. Letter copy also includes handwritten comments and notes written by resident Heather Carruthers.

- Copy of complaint form written and submitted by resident Heather Carruthers dated December 3, 2023 regarding the lack of lighting in the park and the denial of access to the park facilities – 5 pages.

- Copy of complaint form written and submitted by resident Heather Carruthers dated January 2, 2024 regarding residents being locked out of facilities and stating that the park is in violation of the Health and Safety Code.

- Copy of Ballot of resident Heather Carruthers for pool and spa improvement project. – 2pages

- Copy of map of clubhouse/recreation building dated January 9, 2024.

- 2 copies of 3 page written complaint from Heather Carruthers regarding various issues in the Park dated February 15, 2024.

- Copy of complaint form written and submitted by resident Heather Carruthers dated March 5, 2024 regarding no pool access and includes a list of 8 residents who signed a document entitled "open our pool".

- Copy of Notice to Residents from Park Management dated May 3, 2024 regarding new streets with an invitation to two available resident meeting dates of May 16, 2025 from 6 – 7 pm and May 17, 2024 from 10 – 11 am to view the construction itinerary.

- Copy of Notice to Residents from Park Management dated May 20, 2024 informing residents of repairs taking place in the park.

- Copy of complaint form written and submitted by Heather Carruthers dated June 4, 2024 regarding closed amenities and her request of a reduction in rent. Also includes a complaint regarding residents mail being delivered by the park management, noting a violation of federal law.

- Copy of a response written and submitted by Mr. Wang on June 12, 2024 in response to a complaint submitted by Heather Carruthers. Attached is a copy of an additional complaint submitted and written by Heather Carruthers dated June 19, 2025 in response to Mr. Wang's June 12, 2024 letter.

- Copy of letter to resident Heather Carruthers form Mr. Wang and Renea Amour dated November 17, 2024 regarding the satisfaction survey provided to park management and park owner from Heather Carruthers.

- Copy of letter to residents from park management dated March 17, 2025 regarding a survey/vote on converting the Shuffleboard Room to a game room. Copy includes hand written comments by Heather Carruthers.

- Copy of document entitled "Certificate of Registration" from the Department of Weights and Measures County of Riverside. Document includes hand written comments.

- Copy of a document entitled "Evacuation Route Map" of the Californian Mobile Home Park dated September 22, 2025. Includes a photograph of the same map.

- Copy of Notice to Residents regarding results of votes for capital improvements dated November 29, 2023. Copy includes hand written comments.

- Copy of a photograph of the inside of the clubhouse dated September 22, 2025

- Copy of a drawing of a map of the clubhouse and recreation building dated September 22, 2025.

Loan No.: 200670721

1. Granting Clause. Borrower irrevocably grants, assigns and conveys to Trustee in trust, with power of sale, all of Borrower's estate, right, title and interest in and to the property in the county of Riverside County, state of California, with a street address of 950 California St Calimesa, CA 92320 (which address is provided for reference only and shall in no way limit the description of the real and personal property otherwise described in this Section 1), described as follows, whether now existing or hereafter acquired (all of the property described in all parts of this Section 1 and all additional property, if any, described in Section 2 shall be referred to as the "Property"):

1.1 Land and Appurtenances. The land described on Exhibit A hereto, and all rights-of-way, easements, air rights, water rights and appurtenances thereto (collectively, the "Land"); and

1.2 Improvements and Fixtures. All buildings, structures and other improvements now or hereafter erected on the Land (collectively, the "Improvements"), and all facilities, fixtures, machinery, apparatus, installations, goods, equipment, furniture, building materials and supplies and other properties of whatsoever nature, now or hereafter located in or used or procured for use in connection with the operation of the Land and the Improvements; and

1.3 Enforcement and Collection. Any and all rights of Borrower to collect and receive all rents, income, revenues, issues, earnest money, deposits, tax, utility and insurance refunds, mineral, oil and gas rights and profits, and other moneys, payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any other agreement affecting or relating to any of the Property, to bring any suit in equity, action at law or other proceeding for their collection or for the specific or other enforcement of any such agreement, award or judgment, in the name of Borrower; and

1.4 Accounts, Income and Rights. Any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, Impounds (as defined below) and general intangibles relating to any of the Property; and

1.5 Leases and Rents. All of Borrower's rights in and to all Leases and Rents (as such terms are defined in Section 2.2.1 below) (in accepting this Security Instrument, neither Lender nor Trustee assumes any liability for the performance of any such Lease); and

1.6 Insurance Policies; Condemnation Awards. All rights in and to all pertinent present and future fire, hazard, earthquake or other insurance policies covering any of the Property (whether or not Lender requires such insurance and whether or not Lender is named as an additional insured or loss payee of such insurance); and all Awards (defined below); and all proceeds or sums payable in lieu of or as compensation for the loss of or damage to any of the Property; and

Loan No.: 200670721

1.7 Other Property. All books and records of Borrower relating to the Property in any form, all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the Property or to the construction of the existing or any future Improvements, all rights of Borrower in, to or under any architect's contracts or construction contracts relating to the construction of the existing or any future Improvements, and any performance and/or payment bonds issued in connection therewith, and all trademarks, trade names, computer software and other intellectual property used by Borrower in connection with the Property.

2. Security Agreement and Assignment of Leases and Rents.

2.1 Security Agreement. To the extent any of the property described in Section 1 is personal property, Borrower grants to Lender, a security interest therein and in all products and proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of California (the "UCC"). Borrower hereby irrevocably authorizes Lender to file any financing statement, fixture filing or similar filing to perfect the security interests granted in this Security Instrument without Borrower's signature. This Security Instrument constitutes a financing statement, filed as a fixture filing in the real estate records of the county of the state in which the real property described in Exhibit A is located, with respect to any and all fixtures included within the list of Improvements and fixtures described in Section 1.2 of this Security Instrument and to any other personal property that is now or hereafter becomes a part of the Property as fixtures.

2.2 Assignment of Leases and Rents.

2.2.1 Absolute Assignment. Borrower hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Lender all of Borrower's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, either oral or written, now existing and hereafter arising which affect the Property, Borrower's interest therein or any Improvements, any and all security deposits, guaranties and other security related thereto, and all supporting obligations, letters of credit (whether tangible or electronic) and letter of credit rights guaranteeing or supporting any of the foregoing (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be referred to, collectively, as the "Leases"), and hereby gives to and confers upon Lender the right to collect any and all income, rents, issues, profits, payments, damages, refunds, royalties and proceeds made pursuant to or in connection with the Leases and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). This Security Instrument creates and shall be construed to create an absolute assignment to Lender of the Leases and the Rents and shall not be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents (as defined below).

Loan No.: 200670721

3. Obligations Secured. This Security Instrument is given for the purpose of securing:

3.1 Performance and Payment. The performance of the obligations contained herein and the payment of $5,235,000.00 with interest thereon and all other amounts payable according to the terms of the Loan (as defined below) made to Borrower evidenced by a promissory note of even date herewith executed by Borrower, payable to the order of Lender, and any and all extensions, renewals, modifications or replacements thereof (the "Note"). As used herein, the "Loan" shall mean the loan evidenced by the Note and secured by this Security Instrument.

3.2 Future Advances. The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security Instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security Instrument subsequent to its execution.

3.3 Interest. All of the obligations secured by this Security Instrument shall bear interest at the rate of interest applicable to the Note (including interest at the Default Rate, as defined in the Note, as applicable), which interest shall also be secured by this Security Instrument.

3.4 Other Amounts. All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security Instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the Loan and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under the following Loan Documents: (a) any certificate and indemnity agreement regarding hazardous substances (the "Indemnity Agreement") executed in connection with the Loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of the Loan (collectively, the "Guaranty").

4. Warranties and Covenants of Borrower. Borrower represents and warrants to, and covenants and agrees with, Lender as provided herein. All representations and warranties contained in this Security Instrument are true and correct in all material respects as of the date of this Security Instrument and shall remain true and correct in all material respects as of each date thereafter until the obligations secured hereby are paid in full.

4.1 Warranties.

4.1.1 Borrower has full power and authority to grant the Property to Trustee and warrants the Property to be free and clear of all liens, charges, and other monetary encumbrances

except those encumbrances appearing in the title insurance policy accepted by Lender insuring the lien of this Security Instrument ("Permitted Encumbrances").

4.1.2 To Borrower's knowledge and except as otherwise disclosed to Lender in writing prior to the date of this Security Instrument or disclosed to Lender in writing promptly after Borrower first obtains knowledge thereof, the Property is free from damage (including, but not limited to, any construction defects or nonconforming work) that would materially impair the value or use of the Property.

4.1.3 The Loan is solely for business or commercial purposes, and is not for personal, family, household or agricultural purposes.

4.1.4 To Borrower's knowledge and except as otherwise disclosed to Lender in writing prior to the date of this Security Instrument or disclosed to Lender in writing promptly after Borrower obtains knowledge thereof, Borrower, the Property and the present and contemplated use and occupancy of the Property are in compliance with all Applicable Laws in all material respects; and any such matters disclosed to Lender that are related to or affecting insurance coverage shall be disclosed in writing to Borrower's insurer.

4.1.5 Any and all rent rolls, property operating statements and other financial reports ("Financial Reports") furnished to Lender in connection with the Loan are true and correct in all material respects as of their dates, and no material adverse change has occurred in the matters reported in those Financial Reports since the dates of the last submission of those Financial Reports that has not been disclosed to Lender in writing.

4.1.6 Borrower has determined in good faith that: (a) the Loan, including any Guaranty, is an arm's-length transaction on market rate terms; and (b) neither Lender nor any of its affiliates exercised any discretionary authority or control over, or rendered any investment advice in connection with, Borrower's decision to enter into the Loan.

4.2 Preservation of Lien. Borrower will preserve and protect the priority of this Security Instrument as a lien on the Property subject only to the Permitted Encumbrances. If Borrower fails to do so, Lender may take any and all actions necessary or appropriate to do so and all sums expended by Lender in so doing, including without limitation, advances for taxes, assessments, impositions or liens against the Property, shall be treated as part of the obligations secured by this Security Instrument, shall be paid by Borrower upon demand by Lender and shall bear interest at the highest rate borne by any of the obligations secured by this Security Instrument.

Loan No.: 200670721

4.3 Repair and Maintenance of Property. Borrower will keep the Property in good condition and repair, including without limitation underpinning and supporting the Property and any Improvements. Borrower will not remove or demolish, alter, or make additions or construct any new structure on the Property, without the express written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Security Instrument to the contrary, (a) Borrower may make commercially reasonable nonstructural alterations, improvements and replacements to the Property in a manner customary for similar properties; and (b) with respect to commercial leases only, Borrower or its tenants may construct tenant improvements made pursuant to Leases of commercial space in the Property that have been entered into in good faith and in compliance with the requirements of this Security Instrument.

4.4 Insurance.

4.4.1 Insurance Coverage. At all times during the term of the Loan, Borrower shall comply, and shall cause any other owners of the Property to comply, with the minimum insurance requirements set forth in Schedule "1" attached hereto. Borrower will maintain such insurance as further security for the faithful performance of the obligations secured by this Security Instrument.

4.4.2 Damage and Destruction.

(a) Borrower's Obligations. In the event of any damage to or loss or destruction of the Property (a "Casualty"), Borrower shall (i) give prompt written notice of the Casualty to Lender and to Borrower's insurer, and shall make a claim under each insurance policy providing coverage therefor and shall promptly furnish Lender with a copy of such claim, proof of loss and such other documentation as Lender may reasonably require; (ii) cause the aggregate proceeds of any and all insurance policies insuring the Property, whether or not required by this Security Instrument, that are payable as a result of the Casualty (collectively, the "Insurance Proceeds") to be paid to Lender to be disbursed or applied in accordance with this Section 4.4.2; and (iii) promptly commence and diligently pursue to completion in a good, workmanlike and lien-free manner the restoration, replacement and rebuilding of the Property as nearly as possible to its value and condition immediately prior to the Casualty (collectively, the "Restoration") and otherwise in accordance with this Section 4.4.2. Borrower shall be responsible for all uninsured losses and deductibles. As used in this Security Instrument, the term "Casualty Threshold Amount" means the lesser of $250,000 or five percent of the original face principal amount of the Note.

(b) Control and Disbursement of Proceeds. If the Casualty is expected to be greater than the Casualty Threshold Amount, or if a Default exists, Lender shall control, administer and disburse all Insurance Proceeds subject to Borrower's satisfaction of the terms and conditions of

Loan No.: 200670721

(f) Costs and Expenses. Borrower shall pay, within 30 days after demand by Lender, all costs and expenses (including attorneys' fees) reasonably incurred by Lender in connection with the adjustment, collection and disbursement of Insurance Proceeds pursuant to this Security Instrument or otherwise in connection with the Casualty or the Restoration.

4.5 Right of Inspection. Subject to the rights of tenants, Borrower shall permit Lender or its agents or independent contractors, at all reasonable times and upon reasonable advance notice (except in the event of an emergency, in which case no advance notice is required), to enter upon and inspect the Property without materially and adversely interfering with the use and enjoyment of the Property by Borrower or any tenants of Borrower.

4.6 Compliance with Laws, Etc.; Preservation of Licenses. Notwithstanding any disclosure made by Borrower pursuant to Section 4.1.4 above, Borrower shall comply in all material respects with (a) all Federal, State and local laws, statutes, ordinances, rules, regulations, licenses, permits, approvals, orders, judgments and other requirements of governmental authorities (collectively, "Applicable Law") applicable to Borrower, the Property or the use, repair and maintenance thereof by Borrower or any third party, (b) all easements, licenses and agreements relating to the Property or the use thereof by Borrower or any third party, and (c) all requirements necessary to the continued existence and validity of all rights, licenses, permits, privileges, franchises and concessions relating to any existing or presently contemplated use of the Property, including but not limited to any zoning variances, special exceptions and nonconforming use permits. Borrower shall indemnify, defend and hold harmless Lender for any and all damages, claims, liabilities, reasonable costs and expenses (including attorneys' fees) arising from Borrower's failure to comply with this Section 4.6.

4.7 Further Assurances. Borrower will, at its expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Trustee or Lender deems reasonably necessary to grant the Property to Trustee, or to carry out the purposes of this Security Instrument.

4.8 Legal Actions. Borrower will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Lender or Trustee; and will pay all reasonable costs and expenses, including cost of evidence of title, title insurance premiums and any fees of attorneys, appraisers, environmental inspectors and others, incurred by Lender or Trustee, in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear, in any suit or other proceeding to foreclose this Security Instrument, and in any trustee's sale under this Security Instrument.

Loan No.: 200670721

(a) The transfer of less than 25% in the aggregate during the term of the Note of the direct or indirect Equity Interests (as defined below) in Borrower, in addition to any transfers permitted under subparagraphs (b) or (c) of this definition (a "Minority Interest Transfer");

(b) A transfer that occurs by devise, descent or operation of law upon the death of a natural person (a "Decedent Transfer");

(c) A transfer made in good faith for estate planning purposes (i) to one or more non-minor Immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more non-minor Immediate Family Members of a settlor of the applicable trust) or (ii) to one or more trusts or legal entities established for the benefit of, and solely owned by, the transferor and/or one or more Immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more trusts or legal entities established for the benefit of, and solely owned by, one or more Immediate Family Members of a settlor of the applicable transferor trust) (an "Estate Planning Transfer");

(d) A transfer between existing owners of direct or indirect Equity Interests in the Borrower so long as there is no change in the individuals exercising day-to-day powers of decision-making, management and control of the Borrower, and no release of any guarantors; or

(e) A transfer of furniture, fixtures or equipment if they are reasonably deemed to be surplus to the normal operation and use of the Property or if they are promptly replaced by similar items of at least equivalent value and utility.

"Transfer Requirements" means, with respect to any Permitted Transfer, all of the following that apply to that transfer:

(a) In the case of any Permitted Transfer:

(i) none of the persons or entities liable for the repayment of the Loan shall be released from such liability;

(ii) such transfer must not violate Applicable Law, and the transferee must not be a "specially designated national" or a person that is subject or a target of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or the U.S. Department of State ("Sanctions") and such transfer must not otherwise result in a violation of Sanctions, the USA PATRIOT Act of 2001, any "know your customer" rules applicable to Lender or any other Applicable Law; and

Loan No.: 200670721

Documents; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing. Notwithstanding anything to the contrary set forth in this Security Instrument or the other Loan Documents, in the event of any litigation between Lender and any Obligor outside the context of a bankruptcy proceeding involving such Obligor as debtor, which litigation arises out of or is related to the Loan or to the Property, if that Obligor is the ultimate prevailing party therein and Lender is not the ultimate prevailing party, such Obligor shall be entitled to recover from Lender the Obligor's reasonable attorneys' fees and court costs incurred therein.

14. Time Is of the Essence. Time is of the essence under this Security Instrument and in the performance of every term, covenant and obligation contained herein.

15. Miscellaneous.

15.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

15.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Security Instrument.

15.3 This Security Instrument, the Note and the other Loan Documents constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Loan Documents. The Loan Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

15.4 No creditor of any party to this Security Instrument and no other person or entity shall be a third party beneficiary of this Security Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any servicer of the Loan for loss sharing or interim advancement of funds shall constitute a contractual obligation of such servicer that is independent of the obligation of Borrower for the payment of the indebtedness secured hereby, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by a servicer under any Servicing Arrangement will reduce the amount of the indebtedness secured hereby.

15.5 The existence of any violation of any provision of this Security Instrument or the other Loan Documents (including but not limited to building or health code violations) as of the date of this Security Instrument, whether or not known to Lender, shall not be deemed to be a waiver of any of Lender's rights under any of the Loan Documents including, but not limited to, Lender's right to enforce Borrower's obligations to repair and maintain the Property.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On 9/22/23 before me, A. Viray - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

A. VIRAY
COMM. #2395223
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Feb. 28, 2026

Signature _____ (Seal)

Loan No.: 200670721

MOBILE HOME ADDENDUM TO DEED OF TRUST

This Addendum is attached to, incorporated into and shall be deemed to amend and supplement the deed of trust, security agreement, assignment of leases and rents and fixture filing (the "Security Instrument") made by the undersigned ("Borrower") to secure Borrower's promissory note (the "Note") to JPMorgan Chase Bank, N.A. ("Lender") of the same date and covering the Property described in the Security Instrument. Capitalized terms used but not defined herein shall have the same meanings as in the Security Instrument.

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower, in consideration of the indebtedness recited in the Security Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, in addition to the collateral described in the Security Instrument, and as a part of the Property, the following:

any operating permit or permits issued by the Department of Housing and Community Development or by any local government agency that has assumed responsibility for enforcing the Mobile Home Parks Act, California Health & Safety Code, Sections 18200 et seq., or the Mobile Home Residency Law, California Civil Code, Sections 798 et seq., or any other existing or future laws, ordinances or regulations governing operations of a mobile home park.

2. Borrower shall comply with all existing and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including, without limitation, the provisions of California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park.

3. All leases affecting the Property now or hereafter entered into shall include all provisions required by law (including, without limitation, those required under California Civil Code, Sections 798 et seq. relating to leases of space in a mobile home park).

11910318v4

Loan No.: 200670721

DATED as of the date of the Security Instrument to which this Addendum is attached.

Californian Mobile Home Estates Calimesa, LP, a California limited partnership

By: Whisman Management, LLC, a California limited liability company, Manager

By: Peter Wang, Manager

11910318v4

THE CALIFORNIAN MOBILE ESTATES
950 CALIFORNIA AVENUE, CALIMESA, CA 92320

JANUARY 15, 2007

RULES AND REGULATIONS

1. INTRODUCTION.

The character of our mobile home park and the pleasure of living in it depends to a large extent on the conduct of each resident and the regard all of the each holds for his neighbors. To ensure that each of our residents enjoy all the benefits of their mobile home and the park is maintained as a well-managed and enjoyable place to live, the management has established the following rules in compliance with the city, county and state regulations. This will assure all of us a community which will create enjoyable living.

The CALIFORNIAN Mobile Home Estates is a senior citizen park. One homeowner on the registration of the coach at each space, must be fifty-five (55) years of age or older. Twenty percent of the total number of coaches in the park can be of the age of 40 or above. This twenty percent (20%) is based on availability. No more than two (2) persons shall regularly occupy the Space without the prior written consent of Owner, such consent not to be unreasonably withheld. In no event shall more than two (2) persons per bedroom, plus (1) additional person per mobile home, be permitted. The registered owner of the coach must reside in the Park. Some senior citizens add their children onto the registration of the coach for the purpose of managing of affairs upon illness, etc. These persons are listed as non-approved residents in the park, being they are on the registration of the coach.

These Rules and Regulations supersede any other rules and regulations dated prior to the date set forth above.

Any permission given to Park Resident by the Owner, MUST be given in writing, or there is no permission.

2. USE OF FACILITIES.

Resident and guests have the right to use the Space and Park facilities only if they comply with these Rules and Regulations and other provisions of the Park's residency documents. Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all residents with the Rules and Regulations and other conditions or residency. Resident recognizes, however, that Owner's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all residents and their guests, the nature and extent of the failure to comply, the expenses and practicability of enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Owner and Resident individually. Resident agrees that he is not a third-party beneficiary of any other agreement between Owner and any other resident in the Park or the Rules or the Park's Rental or Lease Agreement.

3. PARK PERSONNEL.

A. Owner shall be represented by its Resident Manager vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the owner.

Rules + Regs

The disposal of any toxic or hazardous waste must be taken to an approved toxic disposal site. Residents are prohibited from disposing of any hazardous waste in the dumpsters, sewer, or on the ground. All disposal must be done according to City, County, State and Federal law.

21. RECREATION FACILITIES.

A. Guests using the Clubhouse must be accompanied by a Park resident. Management reserves the right to restrict the use of the Recreation Room, or any other Park facility as to house, purpose and conduct. The Clubhouse is available for private parties and special events and functions when such does not conflict with Park activities. Permission for use must be requested one (1) month in advance from Management and approval is not guaranteed. The facility will be closed from time to time for cleaning. ALL PRIVATE FUNCTIONS MUST BE OPEN TO ALL RESIDENTS OF THE PARK.

B. Groups and/or individuals making reservations for private use of the facility are responsible for leaving the premises clean and equipment in good order. After all events, the rooms, floors and appliances must be cleaned. No alcoholic beverages will be consumed in any common area of the Park which is open to all residents and guests. RESPONSIBLE RESIDENT SHALL BE CHARGED A SECURITY AND CLEANING DEPOSIT AS PER TERMS SET FORTH IN EXHIBIT "A" ATTACHED HERETO. The use of the clubhouse does not include the pool area and adjoining areas where children have been using for a playground in the past. The clubhouse is the interior of the walls of the facility.

22. INDEMNIFICATION.

Owner and Park shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any resident or any of the employees, guests, invitees, permittees, or licensees of any resident, or of any other person whosoever, caused by any use of the Park or Space, or by any defect in improvements erected thereon, or arising from any cause whatsoever, unless resulting from the negligence or willful act of Owner or the Park. Management strongly urges residents to keep their mobile homes secured and all personal effects insured for their protection. It is strongly recommended that residents fully secure all windows with locking devices and that a deadbolt lock with a one-inch throw be installed on all doors. It is suggested that each resident carry personal liability and proper damage insurance and replacement coverage on their mobile home and belongings. The Californian Mobile Home Estates shall not be liable to residents or any other person whatsoever for any damage or liability arising from any acts or neglect of co-residents or other occupants of the Park or the Public. The Management or Owners of the Californian Mobile Home Estates assume no responsibility for loss or injury resulting from fire, theft or accident of any kind.

23. COMMON AREA FACILITIES.

It is hereby understood and agreed between the parties hereto, that the Common Area Facilities shall be all physical improvements and services which are now in existence in the Park and provided to residents; and as such additions and or deletions as may be necessary by entities which are involved in the business operation of the Park, such as "Insurance Companies", code change requirements issued by city, county or state. Such "Common Area Facilities" shall be defined as all facilities which are visually apparent to homeowner at the time of inception of this contract, and homeowner

Rules + Regs

acknowledges that he/she has inspected the space within the mobile home park and the park facilities; and has found it to be in every respect as represented by the Park to the Homeowner, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are. Streets and sewer systems and/or septic systems are not common area facilities. Common area facilities as per the "Substantial Failure" in the Mobile home Residency Civil Code shall be defined on a scale of one (1) to twelve (12) representing the annual 12 months of a year. "Substantial" shall relate to the failure of performance by the Park Owner of a period of magnitude of 7 plus on this scale or "75% of the year". Defining maintenance of streets by Management as included in the "base rent" shall refer to cleaning of debris and filling of potholes as from time to time become necessary between resurfacing because of trash trucks, etc. Any major resurfacing of streets and/or replacement of sections of the septic or sewer system, repairs over and above the prior defined maintenance, shall become a "Capital Improvement" as mandated by Internal Revenue Code. These major "Capital Improvements" can be elected to be passed through to Homeowner as part of monthly billing. Only if Homeowner is paying for such improvement shall Homeowner be entitled to recover any proven failure of workmanship in this respect and/or loss of use and enjoyment.

24. PARAGRAPH HEADINGS.

The heading and titles of the paragraphs within these Rules and Regulations are included solely for the purpose of convenience and shall not affect the construction or interpretation of any of the provisions contained herein.

25. RECREATION AREA AND FACILITIES.

No liquor is allowed in any recreation facility. All recreation facilities are for the use of the Park residents. No one will be allowed in any recreation facility unless accompanied by a Park resident. Rules will be posted in each area covering its use as follows:

A. SWIMMING POOL.

1. No wet swim suits permitted in clubhouse.
2. No food, glass containers, balls, or floats allowed in pool or pool area.
3. Youths under the age of sixteen (16) years must observe hours for swimming: 10:00 AM to 12:00 PM, and 3:00 PM to 4:00 PM daily.
4. No children under two (2) years of age allowed in pool or pool area. Those over two (2) years of age must be potty trained.
5. No one under eighteen (18) years of age to enter therapeutic pool.
6. Only proper swimming attire permitted; no cut-off jeans, etc.
7. Pool hours are 9:30 AM to 9:00 PM.
8. Pool to be heated May through October of each year.

Not closed

9. All guests for pool use will be accompanied by Park resident.
10. Three written warnings for Pool Violations will result in no use of the pool for one (1) year. Written Violations will be issued by Management. If Management sees a violation in existence by any person, they will issue a violation warning. If another homeowner witnesses a violation of rules occurring, they may file a written complaint in the office and Management will, upon that written complaint, issue to the party a written violation. If a person receives three written warnings of use violation from Management, they will be excluded from use of the pool for one (1) year.

Rules + Regs

B. CLUBHOUSE.

1. No wet swim suits allowed.

2. No borrowing of chairs, tables, etc., without Manager's permission.

3. No private reservations of the kitchen and card room which conflict with any regular Park activity. Hall may be reserved for a private affair provided all residents in Park are invited. This complies with Park Association Rules. See Exhibit "A" attached.

4. Three written warnings for Recreational Hall Violations which would result in no use of Recreation Hall/Clubhouse facilities for one (1) year. If management sees a violation in existence by any person, they will issue a violation warning. If another homeowner witnesses a violation of rules occurring, they may file a written complaint in the office and Management will, upon receiving a written complaint from homeowner, issue to the party a written violation. If a person receives three written warnings of violations, they will be excluded from use of the Recreation Hall/Clubhouse for a period of one (1) year.

5. Kitchen guidelines for each street to use when in charge for the month and also for private parties:

a. Make sure all sugar bowls and creamers are washed after each use. This helps eliminate any problems. Keep sugar in the refrigerator.

b. Clean salt and pepper shakers and refill if necessary.

c. Clean drawers and cupboards-remove contents, if necessary, to thoroughly clean. Leave cupboards and drawers in an orderly condition.

d. Clean the refrigerator inside and out; defrost when necessary.

e. Be sure stove is left clean; including oven.

f. Scrub inside of coffee pots and store clean.

g. Clean crumbs from toasters and leave clean for next street.

h. Make sure all tables and countertops are washed after each use; also chair seats.

i. When decorations are put away at the end of the month, please make sure they are properly packed in labeled boxes to as to be used over again.

j. Make sure supply cupboards are locked at all times when not in use.

C. SHUFFLEBOARD AND POOL ROOM.

1. No one permitted in these areas unless accompanied by a Park resident.

2. No one under eighteen (18) years of age to use pool room.

3. No walking, running or sliding on shuffleboard lanes.

D. RV STORAGE AREA.

1. Each rent is expected to keep a clean space, free of trash, rubbish and weeds.

E. NO SMOKING AREAS OF THE PARK.

1. No smoking of cigars, cigarettes or pipes will be allowed in the enclosed areas of the Clubhouse, Pool Room, Laundry Room and Shuffleboard Court. This includes the restroom facilities of same. As a matter of fact, all common facilities which are in an enclosed area will be "NO SMOKING". Smoking is allowed outside and outdoors.

26. SEX OFFENDERS.

Complaint Form

Complainant Name: Heather Carruthers
Telephone: 870.741.5935 Space: # 48
Email (if any) heathercarrthers@gmail.com
Date Of Incident: 1/21/22 -Present

Describe the issue, concern, or alleged violation(s)
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that support the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Dear Mr. Wang,
I have lived in this park for two years. I have been charged for the following amenities, which I have not had access to or been denied upon request:

1) Jacuzzi is not usable due to how filthy it is. There are no hour's listed.
2) The showers in this area had mold which management caulked over.
3) There has not been hot water in the shower, nor in the restrooms.
4) The pool has been locked, and no posted hours.
5) The park lighting is poor to nonexistent in the residential area.
6) The handicapped parking spaces have been discontinued due to installation of trash bins.
7) For two years I have been charged for the use of a rec room/Shuffleboard room which I have not had access to.
8) The laundry room is inadequate and accessible to handicapped persons. Number 1 and 3 dryers do not heat sufficiently.
9) The RV storage area has a fence that is in complete disrepair and offers little to no protection.
10) There was no notice given to we residents regarding the video surveillance in and around the club house and trash bins, and no signage posted.

Mr. Wang, I estimate my financial loss to be as follows: The numbers 1 – 10 are estimated at 2% each.
20 x $27.00 x 24 months = $12,960.00

Signed_____ Date_____



Californian Mobile Estates, LLC

950 California Street, Calimesa, CA 92320
Email: CaliforniaaMHE@yahoo.com Office: (909) 795-4115

Jan 2023

January 15, 2023

Dear Residents of the California Mobile Home Park:

I hope this communication finds you doing well and enjoying the start of the new year. I am writing you to inform you that there will be a new management team moving forward effective February 1, 2023. David Gordon will be stepping down from his management position and I wish to thank him for his countless years of work and dedication to the park. I am pleased to announce that Trish and Jeff Pratt will be moving to Space 89 and assuming the park management roles for the Californian Mobile Home Park. Trish and Jeff come to the Californian from our other mobile home park in Yucaipa and have done a phenomenal job with management there. Ruth Ann Webster will assist Trish and Jeff as needed with activities and projects. Additionally I wish to thank Richard Nava for his interim assistance in managing the front office. He will be called on as needed for any additional projects that need his assistance.

We will be moving the Californian Mobile Home Park into a new Limited Liability Corporation which requires a new name and bank account. Beginning February 1, 2023 **please write your checks or money orders out to the following: Californian Mobile Estates, LLC.** This is not a change in ownership, only a change in titling.

We have also set up an email that you can send information or inquires to should you wish to communicate that way, it is californianmhe.com. Below are the cell numbers for the management team. Please thank our previous managers and welcome Trish and Jeff as new residents and managers of the Californian Mobile Home Park.

Sincerely,
Laura Watson Ballantyne
Owner

Contact Numbers:
Office- 909-795-4115
Trish Pratt- 909-795-4115
Jeff Pratt- 760-902-5628
Ruth Ann Webster- 951-306-7409



Californian Mobile Estates, LLC

950 California Street, Calimesa, CA 92320
Email: CalifornianMHE@yahoo.com Office: (909) 795-4115

COPY

January 23,2023

Dear residents, The Californian, **has not** changed ownership, we merely created a Limited Liability Corporation. PLEASE MAKE CHECKS PAYABLE TO: Californian Mobile Estates, LLC.
We will be obtaining a rubber stamp soon, if you'd rather us fill in the payable line.

Additionally, fees for the storage area will be increasing April 1, 2023 to $100/month.
All vehicles stored in this area **MUST** have current registration and be in good working order and mobile.

If you have any questions, our management team will be happy to answer your questions.

Office:	909-795-4115
Trish Pratt	760-221-9960
Jeff Pratt	760-902-5628
Ruth Ann Webster	951-306-7409

Thank you

Rec'd 6/[illegible]/23

June 16, 2023

Dear Residents of the Californian Mobile Home Park:

I am writing this letter to each of you as I am in receipt of a letter from Ms. Carruthers' who is requesting the use of the clubhouse for all of you to gather to evidently discuss my management decisions and your dissatisfaction with how we are running the Californian Mobile Home Park. She further requested that management not be present. She informed us that a representative from HCD will be present and that about 50 of you are thus far agreeing to attend. This is to notify you that all gatherings that occur at the clubhouse are open to everyone who is a tenant in the park and who is paying rent. The meeting is scheduled for June 24th from 10-2 pm.

I am attaching a copy of the park rules and regulations that highlight the process for complaints or grievances. None of these have been followed. Each of you agreed to the park rules and regulations upon moving into the Californian Mobile Home Park. I would like all of you to review these and I welcome your complaints or feedback directly. I am very saddened by the approach that is being taken. I brought new management in and I support my decision. I have spent a lot of energy, time and money improving the Californian Mobile Home Park, to make it a better place for you to live. Lessening the rules for you to walk your dog freely, the complete clubhouse renovation and building improvements; new signage coming and looking now at having the front gated for additional security. There is a long list of items that you most likely are not aware of. This has all been spearheaded and overseen by Trish and Jeff Pratt, which is a welcome change to our community. Furthermore, Trish and Jeff Pratt are tasked with making certain that park rules and regulations are adhered to. I would encourage each of you to call and speak to other mobile home parks in the area and ask about their park rules and regulations. Many of which mandate parking enforcement, the color of your mobile home, weeds and maintenance of your mobile home, etc.

I hope that each of you will follow the protocol for complaints and the process outlined. Additionally, our legal counsel is involved. My hope is to make the Californian Mobile Home Park a beautiful and peaceful community. I welcome your feedback both positive and negative as I have not heard any of that.

Respectfully,

Laura Watson Ballantyne
Californian Mobile Home Park
P.O. Box 41040
Long Beach, CA 90853
Jmar7investments@gmail.com

Sat July 15th 10AM

6/29/23



Californian Mobile Estates, LLC

950 California Street, Calimesa, CA 92320
Email: CalifornianMHE@yahoo.com Office: (909) 795-4115

TO: **Residents of Californian Mobile Estates**

FROM: **Management Office**

RE: **Notice of Amendment to Rules & Regulations of Californian Mobile Estates**

DATE: **June 29, 2023**

Dear Residents of the Californian Mobile Estates:

We are writing this letter to address several important matters regarding our mobile home park and to ensure that effective communication remains open between the management office and our residents.

Firstly, we would acknowledge the resident meeting that took place on Saturday, June 24, 2023 at the park's clubhouse. After the residents meeting, our office received several letters from residents regarding various concerns at the park. We are in the process of reviewing these letters and will take all appropriate actions, as deemed necessary, to address the concerns raised. Our utmost priority is to ensure that all residents are treated with respect and feel comfortable when inside the park.

This letter is also intended to provide notice of a residents' meeting scheduled for July 15, 2023 at 10:00 a.m. in the park's clubhouse to announce an amendment to the park's rules and regulations concerning pets, which was previously communicated on 6/10/23 to everyone. The amendment is being made at the request of the residents and for the benefit of the entire community and if anyone has objections to the park rule being modified, please bring your concerns to the meeting.

Please note that, in accordance with Civil Code section 798.25(b), resident voting is not required for the implementation of this amendment. The amendment will take effect immediately after the meeting for all residents consenting to the amendment and will take effect six months after the meeting for residents who do not consent to the amendment. Also, to clarify any misunderstanding, this amendment regarding pets is the first and only amendment of the park's rules and regulations since 2007.

While the primary focus of the meeting will be to formally announce the amendment to the park's rules and regulations, an equally important function of the meeting is to promote effective

EX 1

communication between the residents and our management office. After introducing the amendment, we will discuss other matters as well as provide an opportunity for questions and answers. With that said, we encourage every resident to familiarize themselves with the park's rules and regulations as they address the majority of the concerns raised in the residents' letters, including: Landscaping (Section 7); Mobilehome Standards (Section 8); Renting or Subletting (Section 9); Vehicles (Section 10); Parking (Section 11); Park Office and Complaints (Section 14); Conduct (Section 17); Pet Rules (Section 19); and Recreation Areas and Facilities (Section 25). Should you desire another copy of the park rules & regulations, please contact the office or send us an email and we will happily send you another copy.

Lastly, we would like to address a unique concern that has been brought to our attention regarding the park's ownership. We are aware that some residents may be apprehensive about a potential change in ownership, but we want to assure you that the park has been owned and operated solely by the Watson family since the family purchased the park in 2005. The only changes that have occurred relate to individual management personnel and the transfer of the park and its leases to a different legal entity owned by the Watson family. This restructuring, which is permitted under all the leases and California law, does not impact any of your leases or the rules and regulations of the park. The Watson family remains dedicated to maintaining the park's integrity and will continue to make improvements to the park to ensure a high standard of living for all residents.

Should you have any further questions that you believe cannot be addressed at the residents' meeting scheduled for July 15th at 10:00 a.m. in the park's clubhouse, please contact the office or you may email at californianmhe@yahoo.com

Regards,

CALIFORNIAN MOBILE ESTATES, LLC.
a California limited liability company

Laura Ballantyne, Manager <owner



Californian Mobile Estates, LLC

950 California Street, Calimesa, CA 92320
Email: CalifornianMHE@yahoo.com Office: (909) 795-4115

Sept 2023

TO: Residents of Californian Mobile Estates

FROM: Laura W. Ballantyne

DATE: 9/22/23

RE: New Ownership Announcement

This communication is to inform everyone that the Californian Mobile Home Park is in the final stages of escrow, setting to close on 9/29/23 and the new owner of the park will be Peter Wang. I wish to thank Trish and Jeff Pratt for stepping in and assuming the management role this past year. This has not been an easy task and I, like so many of you have seen the noticeable improvements to the park. Peter has begun interviews with many candidates for the replacement of the management team, as Trish and Jeff Pratt have decided to not continue with managing the Californian. Ruth Ann Webster will remain in her same role as assistant manager and once Peter has further information to share with everyone, he will do so. Additionally, Peter will be planning a meet and greet with the residents soon to review expectations and gain a better insight on the new ownership of the property.

Peter Wang owns many properties within Yucaipa and throughout California and he is an extremely experienced mobile home park operator. Rent checks due on October 1, 2023 need to be payable to **Californian Mobile Estate Calimesa LP**. I want to thank all the residents for the over twenty years of owning the Californian Mobile Home Park. I have enjoyed what progress has been made and look forward to Peter and his team continuing and making it an even better community in which to live.

Wishing you all the best moving forward!

Complaint Form

Complainant Name: Heather Carruthers
Telephone: 870 741 5935 Space # 48
Email (if any) heather@petmommy.com
Date of incident: 10/17/23 10/18/23

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

The issue is it is over 90° the last few days & upcoming. And our use of our pool has been closed by management.

*MRL 798.24 - The pool must remain open for reasonable hours. NOT days, months, years.

We have a right to access our pool area. Especially when it's this hot. Other residents have notified me of the closing. Please reopen. Our homeowners are

Signature: Heather Carruthers Date: 10/18/23

not and you do not have the right to shut the pool.

MRL 798.25
Civil Code 798.5(d)(1)

Complaint Form

Complainant Name: Heather Carruthers / GSMOL Chapter 0420 Treasurer
Telephone: 8707415935 Space #. 148
Email (if any) heather@petmommy.com
Date of incident: 10/19/23 (prior notice/warning given 10/18/23)

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Let this 2nd complaint notice serve as a 2nd warning. If you continue to violate MRL laws (i.e. closing pool, locking facilities, non-use of facilities etc...) Then recourse will suggest civil and monetary recoupment of rent portions. You may not close any facilities promised to us. Please read your own "2007 Rules/Regulations" and MRL 2023 Book. Attached are just a few of these laws. The use of these facilities is part of our rent. So, rent reduction?

Signature: Heather Carruthers Date: 10/19/23

cc: HCD
GSMOL Atty

Wang

10/18 - 10/19 2?

Californian Mobile Home Estates

950 California Street

Calimesa, Ca

Meeting Notice for 10/18/2023 and 10/19/2023

Place: Clubhouse of the Park

Time: 10/18/2023 from 6:30 p.m. to 7:30 p.m. 10/19/2023 from 9:30 a.m. to 10:30 a.m.

Subject: Capital improvement projects, potential increase of space rent or charges and general Park operation

Recommendation for attending: You are encouraged to come to one of the two meetings with space 1 to space 65 on 10/18/2023 and space 66 to space 130 on 10/19/2023. However, you can switch the time of attending if it will be better for you. The content of the both meetings will be identical.

10/23/23

Dear Residents:

We had two meetings in the clubhouse on Oct 18th and Oct 19th, 2023. Here is the summary of our meetings. The new ownership objective for managing the park will be to provide good services to all residents and enhance the park so all people are benefited as a result.

1. Every homeowner in the park will vote on capital improvements pass through. If you did not attend the meetings, you will find a ballot and an envelope delivered to your homesite. Please review and vote for the proposal that we made using the envelope that is addressed to the city manager. You can also turn in your vote into the office and we will send it out to the city. Please put your space number and sign your name at the bottom of the ballet. There is only one vote per space.
2. If you rent the mobile home from the park, you are not eligible to vote.
3. If we have 50% plus eligible voter approval on these projects, the pass through will take place after all projects are completed but no earlier than January 1st, 2025 upon a 90-day notice for the adjustment.
4. The length of the capital improvements will be as follows: The item numbers 1 & 2 will end in 15 years from the day it first starts. For item number 3, this will end 20 years from the day it first starts.
5. If you have questions, please come to office and our manager will try to help you.

Response: our manager is a self-admitted addict (recovering) that has no ability by knowledge or practice to enforce MRL laws, capital improvement questions or even our own rules

There were multiple questions raised during these two meetings with residents. This will be summarized below.

1. Why were the utilities upgrade done?

The utilities upgrades were done to replace the aged gas and electrical system for the park. It enhances health and safety of the park and helps to prevent the unexpected interruption of these vital services. The total cost is estimated at least $1,700,00.00. If the park had to pay for these upgrades, you would have been looking at the cost per space to be

Response:
1. We did not ask this question as we were informed of the upgrade. Not that we had a choice in the matter. It was going to happen as numerous other parks had to implement the same system paid for by a government entity.

around $140 per space for 15 years that would have been added as surcharge or space assessment. Benefit to owner of property and resident owners as "reading" of these meters were often not correct.

2. Does the Park have to pay some part of the upgrade?

   We are trying to figure out the portion that park is responsible for paying. The cost for common areas will be the responsibility of the park. Once we know, we will discuss it further. — We have heard nothing further.

Response:

3. Did the work trucks and equipment cause damage to the road of the park?

   The utilities upgrade project started around Oct 2022. The work crew has dug out trenches and holes to bury the utility lines and necessary underground parts. For the most part, the work crew has repaired and restored the areas that they worked on. However, the majority of the road deterioration was caused by wear and tear throughout the years, in addition to the weather and the vehicle traffic. The major problems have to do with the garbage trucks that service the community. Due to the size of our park, not allowing garbage trucks coming into the park is not a good option.

4. Do we try to work out the repair of the road with the utility's Providers?

   We have already attempted this negotiation process but the outlook is less than promising.

5. When will Edison be connecting their meters in order for their process to be completed?

   We are trying to get a time frame and will let you know once it is confirmed.

6. What if you have damages or issues when the working crews carried out their work?

   Please put this in writing and include pictures, if possible, and we will find out what can be done. For any other issues, your written letter will help us to get it resolved.

7. Why do we as residents need to pay the capital improvements and is it supposed to be part of the rent we pay in a mobile home park when there is rent control?

   Two provisions apply:

   1. Onetime Capital improvement pass through.
   2. Fair rate of return on Investment. not guaranteed.

Response: Mr. Wang paid $5,235,000.00 for this property and earns minimally 1.1 Million dollars yearly in rents + fees

   These two provisions balance out rent control in order to provide that a community has decent infrastructure and keeps up with the challenge of health and safety. These two provisions are common in entire State of California and the city's jurisdictions. Without rent control your space rent would likely to be a lot higher.

Response: Mr. Wang has legal responsibility to maintain in good working condition + repair, the property resident owners live on.

8. What if the other part of the utilities in the park needs a major repair and replacement?

   Two major items that are dated are the water and sewer lines. We hope these will last for a long time. If not, we will address them when the situations arise.

Californian Mobile Home Estate Calimesa Management

10/23/2023

Complaint Form

Dec 2023 sent w/ rent

Complainant Name: Heather Carruthers
Telephone: 8707415933 Space # 48
Email (if any) heather@petmorhomes.com
Date of incident: 12/3/23 past + present issues

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

Cones were put up regarding closing our streets with no notice of why. If our streets had no Xmas lights several would be completely dark. Any end has one light working, some rows have 1 some have none. Wholly unacceptable & dangerous. We are still denied access to common areas + facilities. They are locked + some for years. Mold still exists in showers where there is no hot water. Please see attached violation.

Signature: Heather Carruthers Date: 12/5/23

Failure to maintain MRL 798.84 in multiple areas on many levels.

MRL 798.10 Health & Safety code 18603

Feb. rent 2024

sent w/ Rent
12/5/23

On 11/8/23, Donna Johnson (our President GSMOL Chapter 42) and I (Treasurer GSMOL CHPT. 42) went to all common areas and facilities - except for those we were refused entry or were locked.

Health + Safety Code § 18603

1. Clubhouse - MRL 798.24
   a) no posted signs of hours or phone numbers of MGT. contacts.
   b) Front entrance locked and no sign on where to enter
   c) John Rymer denied us access to Recreational / Shuffleboard / pool room for health and safety issues. However, big "Authorized Personnel Only" above room. Would not even open door to take a picture. He said it would be closed indefinitely and that he did, in fact, know it has been closed for quite some time. We took pics through the glass doors.
   d) Pool locked w/ locks. NO posted hours. Yet Pool cleaners still 90.

(2) Laundry room MRL 798.37 MRL 798.36
a) posted signs Oct-March 8A-6P
b) Spring/Summer Apr-Sept. 8A-8P
c) Water tepid at best.
d) Some dryers & Washers not working properly.
e) not a bit of hot water

(3) Picnic Area MRL 798.24
a) No BBQ's (we had multiple before)
b) insufficient lighting

(4) Recreational Room MRL 798.37 MRL 798.49
a) locked
b) denied entry

(5) Jacuzzi/spa Room MRL 798.53
a) The door was unlocked however, apparently you must ask for a key to gain entry on any normal basis.
b) no posted hours
c) mold in showers
d) no hot water in showers/sinks
e) mens bathroom - no hot water, 1 urinal not working

MRL 798.49

(5) Jacuzzi/spa room con't
f) Women's bathroom - no hot water

(6) Hallway "carpet" ripped + torn. Health/Safety issue.

(7) Gaps in cement walking areas in multiple areas, especially in front of sauna.

(8) In park lighting, multiple out + proves Health + Safety issues

(9) RV park area
a) Yikes - totally a health + safety hazard
b) completely overgrown, broken things, trash, vehicles that should not be there, broken fencing + much more.

★ MRL 798.84 Notice of Lawsuit for failure to maintain

MRL LAWS TO REVIEW

798.25 Changes / Feb 1st each year
798.39.5
798.15
798.19
798.77
Rental agreement

MRL 798.21 B, D, + E
MRL 798.40 Utilities
MRL 798.34 A-G Guests
MRL 798.37.5 A-G Mobile Home standard
MRL 798.33 Pets
MRL 798.28 Disclosures
MRL 798.24 Common area
MRL 798.43.1 CARE Program
MRL 798.45
MRL 798.49
MRL 798.30 Fees and charges
MRL 798.32
MRL 798.52 Injunctive relief
MRL 798.53 MGT meeting in writing (complaint form)

MRL 798.84
.86
.87
Actions, Proceedings, Penalties

1/5/24

Complaint Form

sent w Jan 2024 rent

Complainant Name: Heather Carruthers
Telephone: 8707415935 Space #. 48
Email (if any) _____
Date of incident: Continuous

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

1) This park is in violation of Health + Safety Code [redacted] 18603.

2) We are still locked out of amenities that are in our contract. The rules/regs 2007 say pool just heated (may throw out), NOT — CLOSED. If spa requires a key for entry, then you must supply that. I am requesting that

3) still Dangerous No Light areas — not due to corrosion - just need bulbs.

Signature: Heather Carruthers Date: 1/5/24

4) Health + Safety violations in RV area.

cc: file
cc: Atty

rec'd 1/4/25 turned in 1/5/25 w/rent

Californian Mobile Home Estates

Voting ballot for pool and spa capital improvement projects

Space Number: 48 **Name:** Heather Carothers

_____ Yes. I approve the pool improvement project

_X_ No. I do not approve of the pool improvement project

_____ Yes. I approve the spa improvement project

_X_ No. I do not approve of the spa improvement project

Please Note: **We count only one vote per space in the park.**

***Please return this ballot to the CMHE office by January 17, 2025.**

The Health Inspector requires the upgrades for residents health & Safety. MRL law is clear that owners/MGT have a duty to maintain and that falls on YOU. Thats why fees are included in rent. We will not pay for that upkeep. (Legally u lock half the year! (The pool)

1/17/25

Pool and Spa upgrade ballot

Dear Residents:

Space # **Names:**

According to the health inspector of Riverside County, both the pool and spa needed upgrades to comply with health and safety regulations and requirements. As a result, we have completed the spa and the pool upgrades. The following is the cost breakdown for both projects:

1. Pool - $41,212 – Shell only major thing needed for pool
2. Spa - $29,000 upgrades were never required by Riv Co

Total Cost: $78,280 (Includes interest rate)

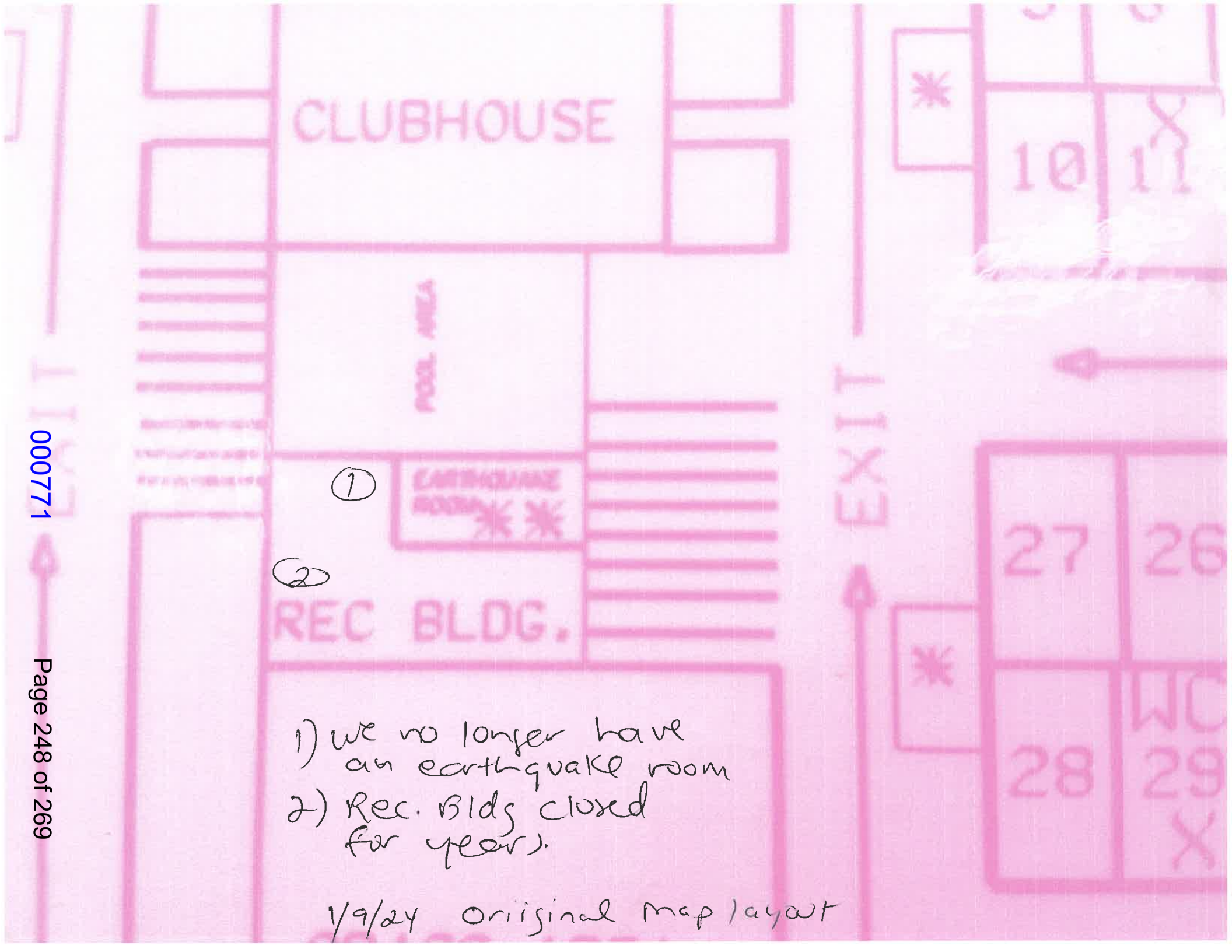
The estimated useful life of both projects should be 15 years with an interest rate of 5.5%. If you vote for approval, your share of capital improvement will be $4.91 per month for the next 15 years. It includes interest payments of 6% of the life of amortization.

If you do not approve these capital improvements, the park will likely petition the city to pass through for the costs referred to above. Please cast your vote and either place it in the drop box at the office or bring your ballot into the office. We appreciate your vote and please let us know if you have any questions. Thank you!!

****Please return the attached voting ballot to the CMHE office by**

January 17, 2025

Californian Mobile Home Estates


CLUBHOUSE
EXIT
10
11
27
26
28
29
WC
X
1
2
REC BLDG.
1) we no longer have an earthquake room
2) Rec. Bldg closed for years.
1/9/24 original map layout

Rent w/ March 2024 rent

Carruthers

2/5/24

On January 13, 2024
Donna Johnson and I went to check, inspect, note etc....
Amenities that are included in our base rent.

1) The Laundry room has no wheelchair access.
2) Dryers #1 + #3 do not heat properly and can take an inordinate amount of time: money for anything to dry, Let alone towels or heavier items.
3) 2007 Rules and Regulations state that the laundry room "will be closed from time to time for any needed repairs"
AGAIN, Not locked.
4) Spa room - Filthy tub still.
5) Mold still present and in showers. Someone has put white caulking over the mold around the back. However, mold isn't killed or removed by any such action.
Health + Safety code 18603

2/5/24

6) Urinals do not flush properly
7) There are no posted hours on the spa
8) Gates still locked on pool. Even on beautiful sunny days However, its still being cleared by pool cleaner?? He gets to go in, but the residents who pay for it dont??
9) Handicap parking has been replaced by trash bins and the (2) that are left are not well marked + in disrepair.
10) Clubhouse restroom urinal does not flush.
11) Multiple notice violations in clubhouse on board for such notices.
12) On 2/1/24, power went out on multiple rows. We received notice to call office in case of emergency, however - NO ONE ANSWERS - and there was no machine or

answering service pick up. Do you not know how to forward a line??

13) We are still in an unsafe environment due to lack of park lighting. But for our own porch lights etc... we would all be in the dark — not the clubhouse though — that's lit up like a Xmas tree

14) You continue to fail in maintaining our health & safety issues in this park.

15) Rec Room now open - but closes at 6pm?? Who made up these hours?? — You must give us a key to locked areas that we pay for. Closing, locking or otherwise denying our access to amenities we pay for is outrageous.

2/5/24 Heather Carruthers Heather Carruthers

2/5/24

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Donna Johnson and I went to check, inspect, note etc....
Amenities that are included in our base rent.

1) The Laundry room has no wheelchair access.
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Health + Safety code 18603

2/5/24

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2/5/24 Heather Carruthers Heather Carruthers

Complaint Form

Sent w/ rent 3/5/24

Complainant Name: Heather Carruthers
Telephone: 870 741 5935 Space #. 48
Email (if any) _____
Date of incident: Ongoing

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

I have repeatedly requested mgt/owner give us access to the pool we pay for. It has no problem being cleaned 2x week - however we can't use it. You are violating our rights and are taking money that is not due you if you have denied us access. HUD has already been contacted and many will be seeking restitution. You have no right to close + your own rules do not have it closed! OPEN IT!

Signature: Heather Carruthers Date: 3/5/24

Open our Pool

Robin [illegible] #61
[illegible] #40
[illegible] #73
[illegible] #72
[illegible] #48
Richard Gnadt Sr.
Bonnie Johnson
Tatum Hudson #91

573/24

To: Californian Mobile Home Residents

May 3, 2024

We are getting new streets!

Please, join us in the clubhouse on May 16, 2024, from 6:00pm-7:00pm, or on May 17, 2024, from 10:00am-11:00am. We will review the construction itinerary as well as where you will be able to park during the construction phases of the road improvement.

I have attached a copy of the itinerary for all residents to review. The construction will be in 2 phases and will begin on May 28,2024 and end on June 13, 2024, weather permitting.

Please review what is required from residents during the construction phases. It is a must for all residents to observe the DO's and DON'Ts laid out to us by the construction company.

Any questions regarding street paving only can be addressed to management at our meetings on May 16 and May 17.

Best regards,

Katherine and John-Management

May 20, 2024

To All Residents,

This letter is to officially inform you of some repairs that will be taking place in our park.

1. REMINDER - Repairs for our streets will begin on May 28, 2024, and end on or around June 13, 2024. An itinerary and map has been issued to all residents. If you have any further questions, please call the office.

2. Our jacuzzi/spa area will be closed, beginning the 3rd week of May, for repairs and a makeover. (Start date for construction is still pending but tentatively will begin on May 22, 2024) We apologize for the inconvenience and ask residents to please be patient during construction on the new spa. Residents will be notified when we are given the actual start date and the estimated time it will take to complete this reconstruction.

If you have any questions, please contact me at the office during normal business hours.

Kindest regards,

Kathy-Manager

left MSJ 5/24/24

Complaint Form

Complainant Name: Heather Carruthers
Telephone: 870 741 5935 Space #. 48
Email (if any) _____
Date of incident: 6/4/24

Describe the issue, concern or alleged violation(s):
Please provide all relevant facts and other necessary information including, but not limited to: date, violation, names of individuals or companies alleged to have caused the issue, concern or violation and attach relevant documentation that supports the claim (if any).
Documents may include: agreements, park rules, communication with management or others (letters, etc), or photographs. Attach additional sheets if needed.

We were notified of laundry closing AFTER it was already closed. You must provide an equal reduction of rent when any amenity is closed to us.
On 6/4/24 Management violated federal law by sorting, organizing and then delivering resident mail and putting in private mailboxes.
Mail is private property! The consequence for mail tampering include severe fines of up to $250,000 and up to 5 years in jail.

Signature: Heather Carruthers Date: 6/5/24

June 12, 2024

Heather Carruthers,

I have received your complaint regarding our manager Kathy and John distributing mail to the residents during the road paving period.
Here are my comments:
1. The USPS delivery was unable to carry it out due to the closure of our roads. The mailman asked us if they are willing to help so managers are trying to facilitate the delivery process.
2. We are doing all residents a favor but have not received any compensation for this extra work.
Some residents may have urgent needs to receive medicine or other needs. In addition, getting to the post office can present a burden to some of our residents.
3. We did not open any mail and did this with discreet action. No further delivery was made by the park managers.
4. Unless you have evidence that shows it is something else that managers have done wrong, I do not accept this as any cause for concern. To the contrary, it was a service to other residents for mail service that I support personally.

Regards,

Peter Wang

6/19/24

Mr. Wang and Mgt. Staff,

I received your letter dated 6/12/24.

1. The USPS never told you to deliver mail. They told you to inform residents to pick up the mail from the office.
2. Don't do us any favors by violating federal law. Compensation? Are you out of your minds? I will be seeking the allowable fine that should be assessed for your gross actions.
3. Opening mail is not the standard. It is private property.
4. Of course you didn't deliver more mail as it was retrieved immediately upon numerous complaints regarding Mgt. actions
5. You are complicit with law violation, Glad that's clear.
6. You didn't sign this letter - it was produced by your mgt.

Heather Carruthers

cc: atty
file

11/17/24

To: Heather Caruthers Spc. 48

From: Peter Wang and Renea Amour

Re: Annul Satisfaction survey -2024

Date: 11/17/2024

Thank you for returning your satisfaction survey to us. We would like to respond to your response and to engage in further clarification and discussion.

1. Because you are having problems dealing with the current manager Kathy, we have decided to have another park manager, Renea Amour, to be the go-to person for all issues to do with the park. By doing so, we hope it will improve our communication with you.
2. We will ask Kathy to smoke at a distance away from the office entrance.
3. Our maintenance person is expected to be doing his job. If you have a specific area that you have a problem with, please let us know. The maintenance person is to do their job, but we do not give specific instruction on how the job should be done and where he is supposed to be at any given time.
4. Flowers and plants need constant replacement. We have improved the look of the park entrance starting in the beginning of 2024. Our landscaper is from an outside service whereas John is the secondary person to help with landscaping work.
5. The MRL provides multiple sections on opening and closing of the clubhouse, pool and all other facilities. We have strictly followed the hours of operation that were in place for 20 plus years. If you have been living here for 3 to 4 years, please bring in someone who has lived here a lot longer, as a witness, who can tell us that the hours of operation were different than they are now.
6. At the first meeting with all the park residents, all residents were asked to vote on approval for extra street lighting. However, the vote count showed little support. We are considering putting more street lighting in the park, but it is the residents who voted against putting in extra streetlights.

5. Admits to Violating MRL Laws for 20 years
6. Extra? As opposed to nonexistent or non functioning

I Did not turn in until 3/21/25 Shuffleboard room

Recid 3/20/25

To all California Mobile Home Estates Residents

March 17, 2025

Subject: Survey/Vote on converting the Shuffleboard Room to a Game Room

The park management has received a request from a group of residents suggesting a change to the existing Shuffleboard Room changing it into a Game Room. We value your input and would like to provide you with the details of this proposal for your consideration.

The proposed Game Room would feature various suggested options, including ping-pong, card tables, cornhole and a few other activities based on suggestions from residents. To move forward with this project, we need your approval through a community vote.

Residents will be voting on the desire and implementation of cost to change the Shuffleboard Room into a Game room.

Here are the key details:

- **Estimated Cost**: The rough estimate for the improvements is approximately $150,000.00. However, this cost could increase depending on the final scope of the improvements.
- **Funding**: The cost would be amortized over 20 years and shared equally among all 130 spaces in the park. This would result in an approximate additional cost of $11.00 per month per space. Please note that this amount could vary based on the final improvement costs.
- **Compliance**: The park will ensure that the new game room complies with all applicable laws and regulations.
- **Voting Process**: Each resident will receive a survey to vote "Yes" or "No" on this proposal. A majority of over 50% "Yes" votes is required to implement the change. Any non-votes will be counted as "No" votes.

Your participation in this decision is important to us. Please take a moment to review this proposal and cast your vote. Please drop off your Survey/Vote, which will be included with this notice, into the Park office by **Monday, March 31, 2025.**

Thank you for your time and consideration.

California Mobile Home Estates Management

OPEN THE POOL

RESIDENTS OF CALIFORNIAN MOBILE HOME ESTATES

† received 3/20/25 USPS

Survey Vote on converting the Shuffleboard Room over to a Game Room. — You took away our game room! That was in the clubhouse *

March 17, 2025

After reviewing the attached notice with all pertinent information, including the estimated cost and funding, please turn this page into the office by Monday, March 31, 2025, with your vote. Please don't forget to put your space number and signature on this survey. Thank you!!

One vote only, per space.

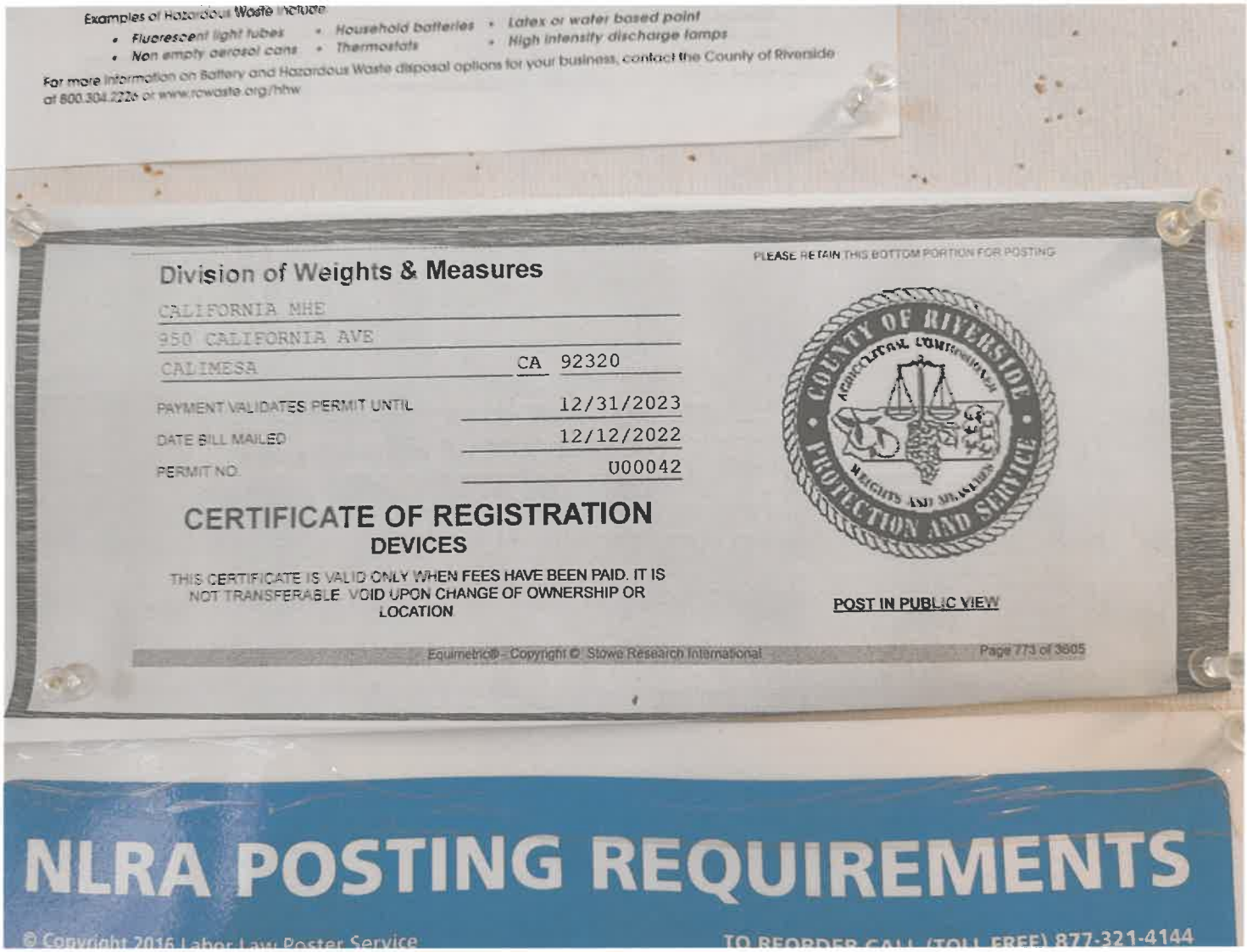
DO NOT DUPLICATE

SPACE # 48 **SIGNATURE** [signature] 3/21/25

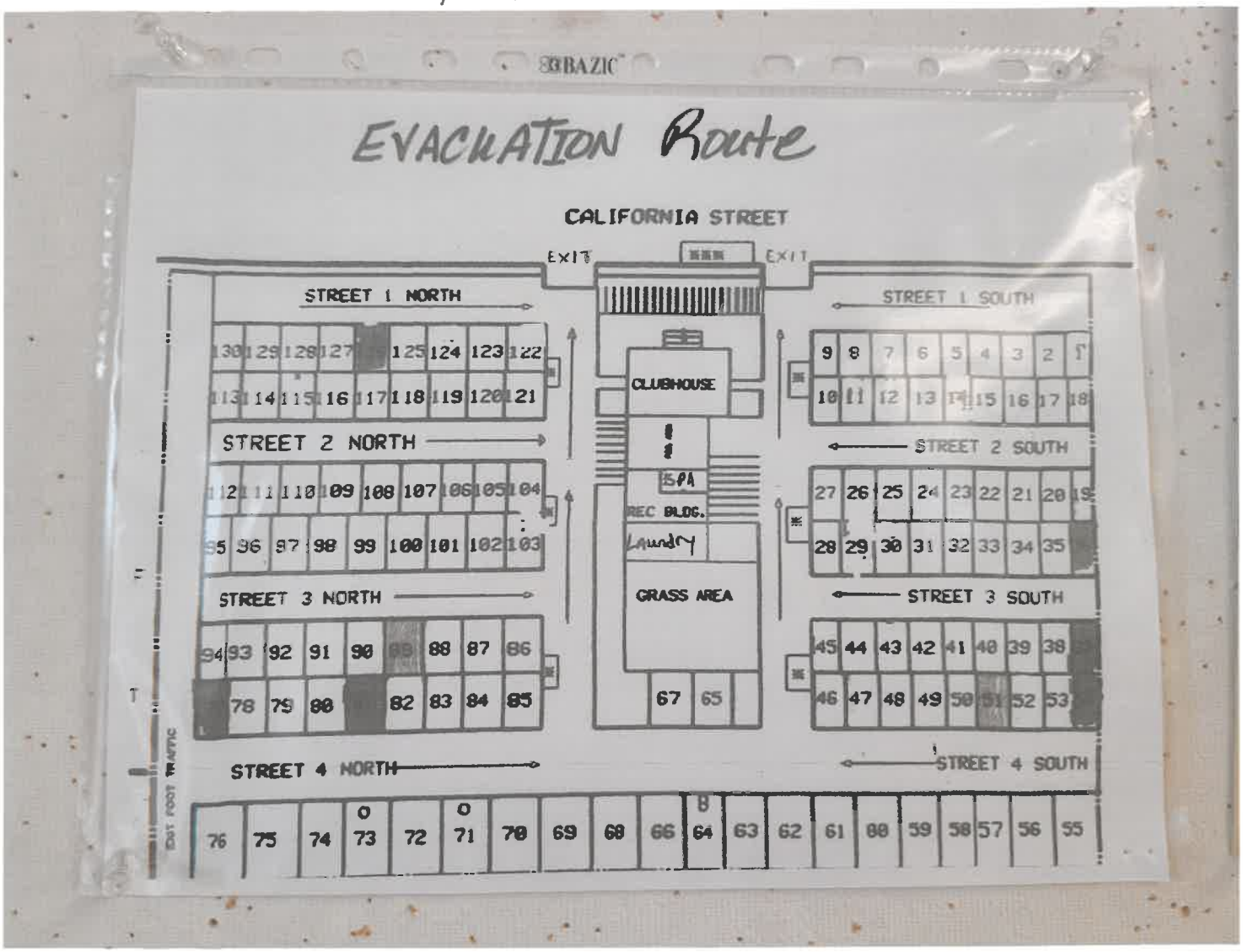
YES _____

NO X

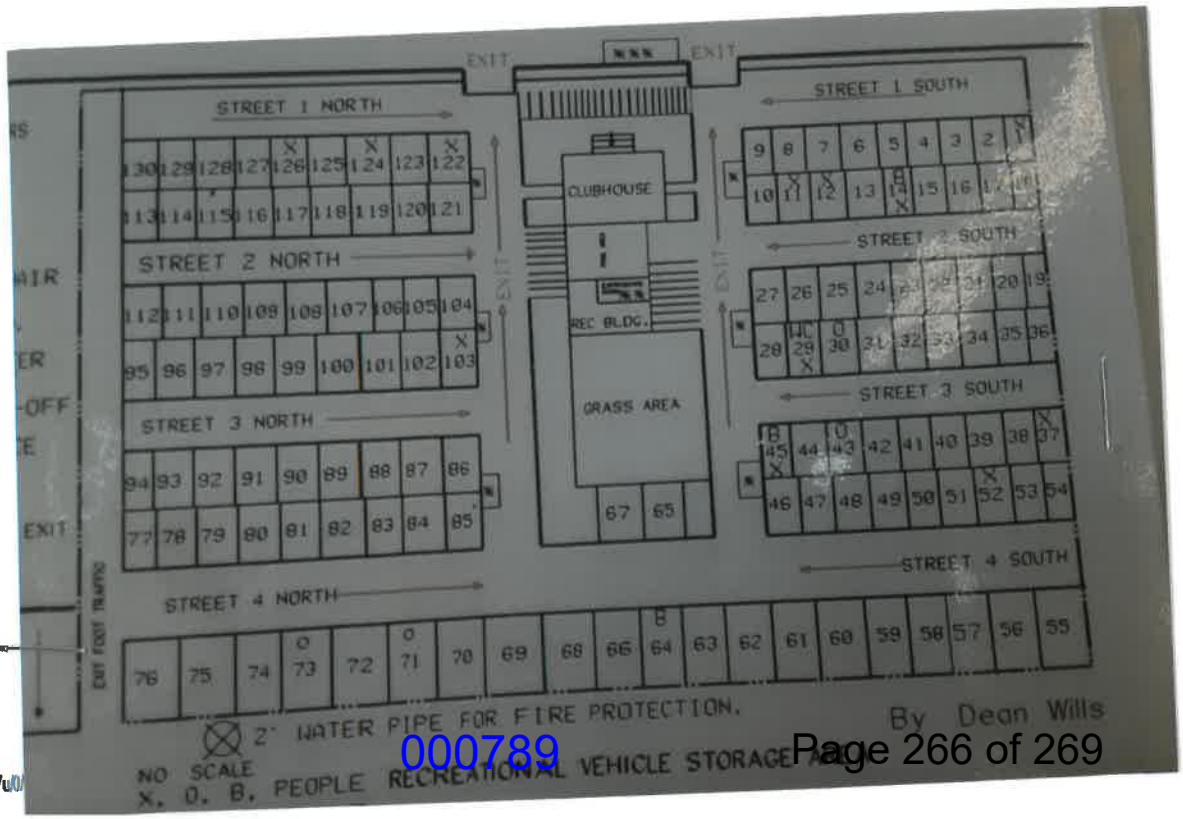
NOT even what we discussed! No remodel — just addition of other items



Currently not registered and this is legal violation punishable by fines and worse if not corrected.



Original map in clubhouse



rec'd 11/28/23 by Cathy in person

Dear Residents:

We hope that you will enjoy your holidays.

We would like to thank you for all people who voted for the capital improvement pass through projects. The end result is that we have a lot more votes against the pass through than the votes that approved this proposal. The next step for the management will be to evaluate these projects and act accordingly.

We did receive request from one resident that asked for the reopening of the second room that is for recreational purpose. In order to do so, the cost will be well over $100,000. Because the votes that denied the improvement pass through of the first clubhouse that has been completed, we assume that spending extra roughly $15 to open the second clubhouse will not be approved. – that he didn't apply for

However, if you disagree and willing to spend the extra money, please let us know. If we have enough interest, we will carry out another vote to see if we have the majority. Thank you for your support.

Management of Californian Mobile Home Estate

11/29/2023

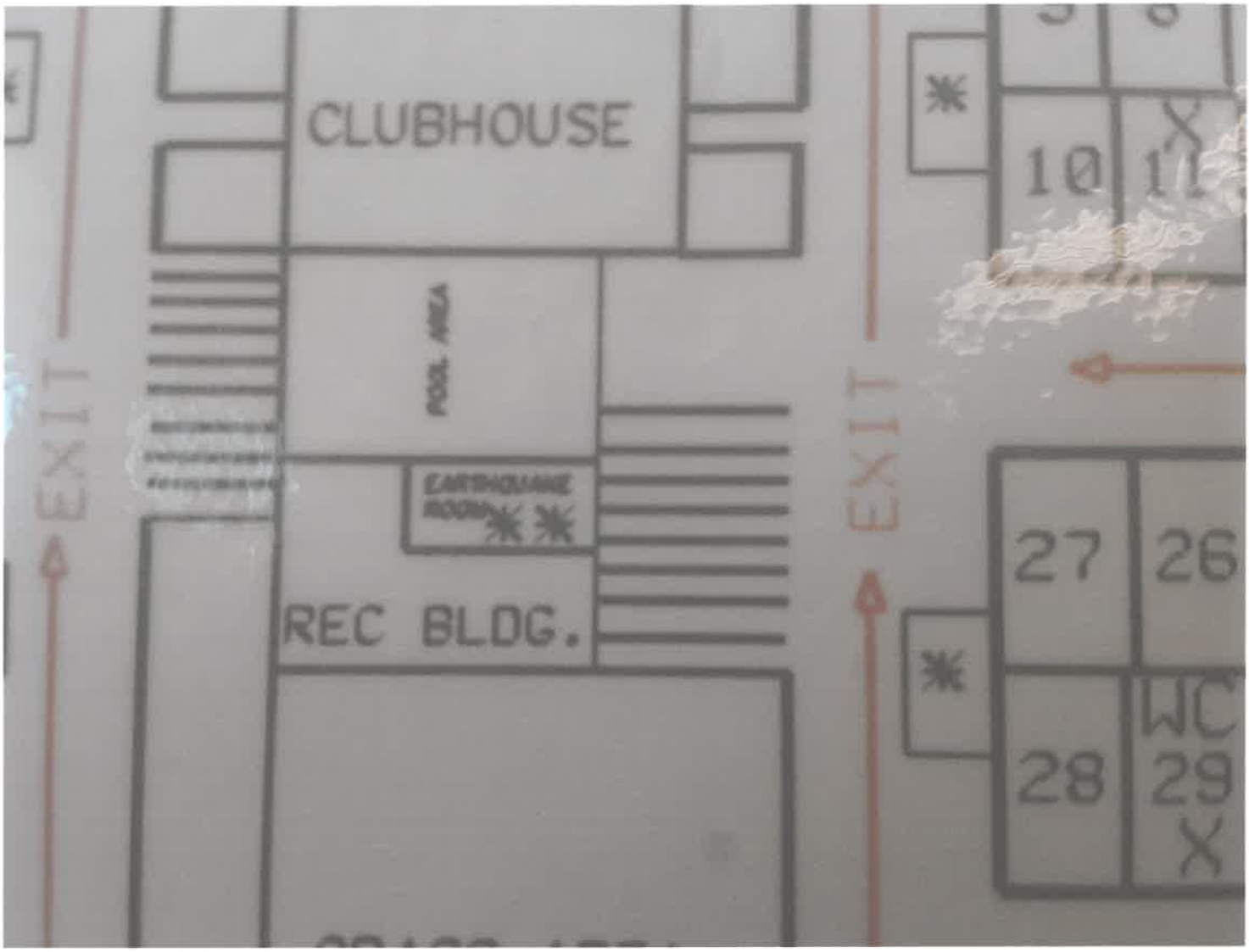
see letter dated 3/17/25

Response:

1) MGT will evaluate these projects + act accordingly.
These "projects" are not evaluated correctly by Mr. Wang nor according to laws he is to abide by.

2) "Reopening" the second room:
a) the second room, is a shuffleboard/rec room that is an amenity and not available to residents for many, many years. Supposed to be open.
b) He doesn't mention the clubhouse in his improvement pass, an amenity we already pay for but is closed to us.
c) He wants us to pay for an amenity we already




CLUBHOUSE
POOL AREA
EARTHQUAKE ROOM
REC BLDG.
EXIT
EXIT
10
11
27
26
28
29
WC

Outlook

Upcoming Motion to Increase Rent at The Californian Mobile Estates and, basically, His Own Court Costs in Securing Said Increase

From Glenna Goss <glennapg2@gmail.com>
Date Wed 11/26/2025 3:28 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (glennapg2@gmail.com)

Report This Email FAQ Protection by INKY

Dear Ms. Gerdes,

I wanted to check and make sure the hearing regarding The Californian Mobile Estates will still be held on December 9 at 9 AM. Is there sufficient room for a reporter and camera crew of 2 or 3 to possibly attend hearing?

At a time when more people are living longer, Calimesa used to be viewed as a City welcoming to Seniors. The City supported Rent Control systems where there are numerous Senior mobile home parks, as well as Senior Living properties, one of which is nearing completion on County Line Road.

Flash forward to today: Now, we have City Employees openly chastising Seniors for seeking to thwart more onerous rent costs, as well as voicing sympathy for a multimillionaire owner who lives up north next door to tech giants, and who seeks a waiver of rent increase on a previously Rent Controlled property. (That is something the Park featured when we moved here in 2021. And both Owners took advantage of those permitted yearly increases.)

Today, we read the news that Mr. Wang, who owns and manages hundreds of mobile home properties, is seeking to have our Senior's possibly pay for his court costs in securing said increase - with most of us literally having to sit with his adding insult to injury. I suppose, if people move elsewhere and potential new tenants also choose elsewhere to live where prices aren't as high for what they're actually buying, and homes remain vacant and the City's really hateful view of Seniors are exposed, Seniors will find a kinder and more Senior-friendly place to live.

I'm guessing, Ms. Gerdes, that your parents are not still alive - or that their financial situation isn't as conservative as so many other Senior Citizens. They are fortunate. They also are not necessarily the rule, but the exception. And maybe the views you've already expressed about those of us who are paying any kind of monthly rental costs as part and parcel of what should be expected when people didn't plan sufficiently to own their own home/property reflects not so much ignorance, but a personal sense of privilege you're fortunate enough to enjoy. Maybe you don't know struggle or paucity. I hope you know how lucky you are. I assume your City Salary compensates you very well.

I am going to have a rough time continuing to live in a place where the City politics and the Park Ownership and Management tramples on the lives of their Senior Residents.
Sincerely,
Glenna Goss

Outlook

Rent control

From ellice arellanes <ellicearellanes@gmail.com>
Date Mon 10/6/2025 12:17 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (ellicearellanes@gmail.com)
First-Time Sender Details

Report This Email FAQ Protection by INKY

My mom cannot afford a rent increase at her mobile home at the Californian mobile home park in Calimesa CA. She's on a fixed and limited income
Her decision will be between food, gas, rent, and medicine to keep herself alive. I already help her financially and work 2 jobs to keep food on my own table and to make sure my elderly mom has the help she requires medically.

We NEED your help to stop the rent increase or we will be forced to sell her home. PLEASE help us!

Sincerely Ellice Arellanes daughter of Gisele Wilhoite a tenant of the Californian in Calimesa

Outlook

Glenna for Tom Sweet Californian Mobile Estates

From Glenna Goss <glennapg2@gmail.com>
Date Mon 10/6/2025 4:43 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (glennapg2@gmail.com)

Sensitive Content Details

Beware of COVID-19 phishing scams. Click here to visit the CDC website with the latest authoritative information on the Coronavirus COVID-19 pandemic.

Report This Email FAQ Protection by INKY

Dear Darlene Gerdes, Calimesa Rent Administrator and Council entertaining Petitioner Wang's Proposal,

It's heartbreaking for me to have to write this on so many levels....

Tom and I moved to Calimesa in May 2021. We both left what had been our town in the San Gabriel Valley, but what we both didn't recognize any longer. We came out here with a family member's praise of an area he relocated to, and our realtor and The Californian's promises of a nice, quiet community, where things were relatively peaceful and uncrowded. Clearly, things haven't exactly panned out...

We moved in and almost immediately were subject to upheaval - the upheaval of our roads, of the State utility conversion of mobile home parks' from Park Billed to Individual Owners' accounts and metered services. The construction was loud. Messy. It prohibited us from being able to easily and safely get around. It was necessary to comply with the State's program, and we understood that,..but it really stung when each year, that applicable increase went through regardless of conditions in the Park. Inconvenience was one thing, but the state of the streets and the entries to homes and driveways of residents were often downright dangerous. The lack of lighting, mostly due to the Park's lack of maintenance, provided another danger Tom and I would bicker about. I told him to be careful walking around, he'd tell me not to mother him. I caught my own self a couple of times. The streets still are not smooth.

Shortly after getting at least moved in, at Tom's first doctor visit in the area, we discovered he has Leukemia, CLL, after a routine blood test. The following month we discovered he has vocal cord cancer. This was in addition to the stroke and seizures he's suffered where we previously lived. We were already treading water from 2019 stroke and then COVID, and now the threat of this.

With "this" - the discovery of two types of cancers - we discovered that Tom's spine is as horrible as mine. But, I only have a bad spine, no neurological issues, so I'm forced to go to work. That work takes me out of that home in Calimesa, but I have to go. With every day and night that I'm gone, I have to worry and pray that there isn't another stroke until I'm there at home - to begin CPR like I did before.

I'm forced to kill myself and my back to work for the increases in rent every year for the allowable amount. It's "rent controlled," so the City decides what the market, what we senior individuals, can bear by law??.. And they decide at a distance.

I'm so worried because the rent is expensive, but not as expensive as Blue Shield's health insurance premium EVERY. MONTH. And because he needs a lot of different medical care because of his conditions, the policy price reflects this. Everything we seniors don't control - the costs of food, of electricity, gas and water, trash, clothes, prescriptions, home and health insurance, everything - go up and up and up. Our fixed income, from wherever that is - Social Security, Veteran's, etc - doesn't go up. Or at least if it does, for the cost of living, that change is usually unsubstantial. Not anything to write home about.

We only use a window air conditioner and fans because we can't afford to run the house Central A/C. We both grin and bear the sweat and discomfort, and I worry a seizure or stroke may be more likely for him with the overwhelming heat. Even though I'm working and away all the time, I still can't buy the food I want. We have to wait to fill the pantry up again. We have to cut where the bone already shows on so many other things that come up as monthly bills..sometimes bills we didn't anticipate, like after an emergency hospital visit.

The entire mobile home park business plan and what makes it ideal is that even though we all might get to own our own home, our own "coach" one day, we'll never own the land it sits on. So forever and a day, that Landlord/Property Owner sits in the wealth and knowledge that they're guaranteed a monthly check for that spot for infinity, pretty much. That mobile home resident will always be beholden to pay that monthly rent. What are the number of spaces the landlord holds? And he's pretty much guaranteed that amount, and that amount will likely always go up. Doesn't it make you want to be one of the multi-millionaire mobile home park monopolies out there that discovered this business model? It's not glamorous, but it's lucrative.

I don't know how we will pay what we already have on our plate, not to mention any increases, however small someone else might think it. I don't know what happens to Tom if something happens to me, and vice versa. I don't know, when you exhaust every source of assistance and remedy, what do we do then?

This welcoming community that embraced its vibrant senior community and senior programs now embraced a huge empty logistics center off a major intersection in town, and the City authorized or approved a Mobile Gas Station erected right smack in the midst of more than three senior mobile home parks. Nobody I know thinks a gas station next door to this Senior Park and in between the other Park's thinks this addition is a positive one. Or maybe the same councils deciding rent increases are the same ones deciding that what every senior citizen wants as a neighbor is a gasoline station. With Tom's CLL especially, I would have never chosen to live next to a gas station!

I'd like to be able to say I'm going to sell my home. I will not kill myself trying to come up somewhere with a rent increase. But I can't. Most can't. People like Mr. Wang understand this: We could sell our coach for something, but then what.... Can't go back to what we already left. Can't go to any other mobile home park. Because the sad truth is that every mobile home park owner knows we don't have anywhere else to go because most every park owner plays the same game.. They know we have no real alternatives out there. Even if you now own your coach it means nothing without the land it sits on. This is an unending loss on our end, and a win for the Owners.

There's all this talk and sometimes laws get passed to protect groups - especially vulnerable groups - against predatory business practices. Be it predatory lending, marketing, etc., I would hope you, as a rent administrator, I assume weighing in at what you and the Council deem as acceptable, draw the line at supporting these predatory practices.

There's a certain distain and distance coming from the City towards their senior community. I don't know if any consideration gets paid to us as a vulnerable group. I've never had any reach out from the City. And nobody I've spoken to in the Park has either.

Mr. Wang is one of many individuals forming LLC's and creating empires of mobile home parks throughout the State. While not illegal, that puts so much power on that side of any motion or request going in front of any city council. If Mr. Wang and these mobile home park owners put their ownership of these hundreds of parks on asset ledgers and property taxes and write-offs, why do the Residents of these Parks basically have to fund these owners' basic maintenance of or improvements to the Park costs?!!?

If you buy a property and you or your realtor didn't verify code compliance with the jaquizi or pool, that's your responsibility as a buyer or property owner. We don't get to count this Park as our property. Our Asset. Just as we can't go to Mr. Wang to fix something in our home, we shouldn't be asked to pay for costs associated with the ownership of his property. Or, they should've requested those monies or fixes from our Park's previous owner prior to or as part of the sale.

It certainly feels predatory - to seek to increase monthly rents to add to Mr. Wang's already considerable wealth. It feels predatory to tell residents - especially a generally vulnerable Senior's group - that they basically have to LITERALLY pay for Mr. Wang's decision to purchase this Park. He gets the monthly rents, he owns all these Mobile Home Parks, he counts all these properties on his financial roster and assets sheet, but we Residents need to pay for his jaquizi that wasn't in code compliance? We have to pay for the pool that needed fixing? There weren't enough working lights in the park, and he added a few solar lights - again, we Resident's need to be able to safely navigate our streets. As a Park Owner, I'm sure he's also mindful a safe walking environment makes a personal injury lawsuit from any injury less likely. The utility conversion is a program of the State of California and the Utility Companies to convert Park Utilities to individual accounts and meters. When I spoke to a representative of the program at SCE they explained this conversion extends throughout our State, at no cost to the Park's Owner. In part, it was to increase the Park's safety on the zutikity line.

I hope like so many other anti-predatory Bills, laws and just a general avoidance but recognition of predatory behaviors, Calimesa won't give a pass to predatory behavior here in this Motion. I hope you, Ms. Gerdes, and the Council hearing this won't allow the predatory practice of approving any rent increase because of any property maintenance or property improvements Mr. Wang makes in his business investment and that those costs aren't on the backs of the weakest parties, the Californian Mobile Park Residents, in general, and on the crumbling backs of me and Tom.

I also hope, in contemplation of this matter, that any new, further or continuing efforts to ostracize, intimate or punish those Seniors who have spoken out will be specifically cautioned against by you at the City level. Please.

Thank you for reading this in consideration of Mr. Wang's Proposal. I can't be there tonight, unfortunately, because I'm working. I will be there on the 20th.
Sincerely,

Glenna and Owner/Resident Thomas Sweet

Outlook

Rent increase!!

From Kezzie Dyer <cacuna1809@yahoo.com>
Date Mon 10/6/2025 12:49 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (cacuna1809@yahoo.com)
First-Time Sender Details

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I, Kezzie Fender resident of the Californian Mobile Estates, Spc. 104 , cannot afford to continue to live there , if Mr. Wang gets his rent increase. I live alone on only social security, I am a cardiac patient and required to eat a diet of fresh vegetables and fruit, this is very expensive but is needed to maintain my health. I also took out 3 loans to repair my home. I purchased new windows and a furnace which were the original of this 1975 mobile. Please consider his request with the residents first!!

Outlook

Onnie Tjandra Appeal to Rent Administrator

From Glenna Goss <glennapg2@gmail.com>
Date Mon 10/6/2025 1:38 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (glennapg2@gmail.com)
First-Time Sender Details

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To Rent Administrator Darlene Gerdes and Council Sitting for Mr. Wang's Petition,

My husband and I moved in to Californian Mobile Estates a couple of years ago. Kevin, my husband, died unexpectedly. So what we originally planned to be a two-income supported property turned into my having to support myself and keep this home by myself.

Because of this now significant difference in monthly income, I've had to return to working to cover the difference of Kevin being gone and, of course, be able to buy enough food and keep this home comfortable in both summer and then the colder months. So, to keep the air at a comfortable level in summer I often pay over $300 a month. That's electric - but in the fall and winter, it's the gas bill climbing to those high prices. The utilities already get me, electricity in warm times, gas in colder temps.

I am diabetic, so I have numerous medically-necessary costs for my supplemental insurance coverage in addition to Medicare. I'm no stranger to budgeting and difficult financial circumstances, but at a time when working is more difficult because of my age and health, I'm having to try and power through a tough job just to be able to afford what I'm already paying for.

My children can corroborate my circumstances, since they, too, worry about me and the financial circumstances I'm having to face. One daughter lives close, in Redlands, but they are putting their two children through college. My other daughter and her family (four in total) have their own struggles, with my son-in-law nearly losing his life last year and spending almost four months in the hospital. He was out of work and only could count on the job my daughter works. To save money for them and my other son, my other son and his new wife moved in with them. My kids aren't in any position to offer me a home, or help me out financially.

Any increase of monthly rent - when ever since we moved here, even though it's supposedly rent controlled, every year the owners' have raised their rent the allowable amount - not possible. I've looked at everything I already pay every month and there's honestly nothing more I can cut. To help with food I've even started to go to a church-food bank to supplement my pantry.

They talk about the Golden Years. I've worked hard all my life - I delivered newspapers at 4 in the

morning with my kids helping and cleaned houses and worked in cafeterias thinking that once I'm older, it'll be easier. And that can't be further from the truth.

In a Senior Park where most everyone is on some Social Security or Disability, we are the most vulnerable, most economically unable to adapt group of people out there other than children, I'd think. And hopefully children have parents there to navigate those dangerous waters and pay for them.

While businesses can set their own prices for whatever profit margin they want, property owners buying up senior parks with the intention of increasing monthly rents just isn't fair. They are preying on the lives and the happiness of older people who have little in the way of making another choice. We made that choice when we bought a home in a Senior Park marketed as rent controlled. Calimesa, our realtor said, was a welcoming Senior Community, with all these supposed senior mobile parks and other senior housing. I wonder, if this was happening to you in your advancing age and you didn't have a home you owned free and clear, what would you think of a landlord seeking to raise the monthly rent of your senior mobile? Especially when you were already living a very meager sort of life?

I hope there's enough human decency and kindness and sympathy for you to find that we have cut enough and worry enough about how we are going to survive our Golden Age with greedy land owners and rising costs everywhere else we turn. Some containment needs to be done with the property owners' through rent control and finding in favor of senior sitting ducks who have no other places to go or resources to follow.

I don't have a printer or anything, so my neighbor Glenna sends this for me with my permission.

Thank you,
Onnie Tjandra

Outlook

The Californian ME Proposed Rent Increase

From Elizabeth Bishop <belovedb10664@gmail.com>
Date Mon 10/6/2025 10:46 AM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Donna Johnson <fenniganj@gmail.com>; Luis Abrego <pops.abrego@gmail.com>

Caution: External (belovedb10664@gmail.com)
First-Time Sender Details

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Good Morning Darlene,

I am adamantly opposed to the proposed rental increase that Peter Wang, owner of The Californian Mobilehome Estates, has petitioned the City to approve.

As stated previously, and numerous times, the money that he is attempting to extort from the residents for work that he did not do is not only outrageous but offensive. All of the work was enacted by the previous owner, with the exception of the repairs to the pool and spa which were necessitated by an inspection by HCD for failure to maintain, and should have been recouped from the previous owner through the escrow/sale of the property. That work should fall under the Maintenance and Operating budgets that should have been set up for the property and is standard and customary for any Management Company. If Mr. Wang recouped these funds as he already should have, either in the escrow or through Profit & Loss on his taxes, then he is double-dipping; either way, he is targeting seniors, knowing that the average seniors doesn't have the resources to defend against these actions, and that is elder abuse. But you already know this to be true. But you have the power to block this money grab if you will only look below the surface and really break it all down.

The real issue here is the fact that not one person can afford the increase that he is insisting on, amortized or not. Everyone says "when you are on a fixed income", well the reality is that we are all on a fixed income. My employer is not giving annual raises, cost of living increases or anything else and my paycheck is a fixed income. You say that he has a right to make a fair market profit/return on his investment and you are right, and he already does. This is just an end-run on his part to price seniors out of their homes and to grossly increase the CPI, which in turn will grossly affect the amount of increase he would be allowed under the annual rent control pass through, compounded annually, so that he not only would receive the amortized amount but a vast percentage more than that when the annual increase is factored in. You, and the City Council, know good and darn well that NOBODY can afford that. And you should know good and darn well that we are not the first community that he has done this to and we will not be the last if you allow his petition to be approved.

Now factor in that these increases will create a very real and substantial burden to we residents in the Park. Your household budget may allow for you to be able to afford another $25, $50 or $100.00 per

month but mine does not. I already have to worry about the cost of groceries that continue to rise, the cost of gas to get to work to earn that minimum wage paycheck that barely gets me to my next paycheck as it is, the increased cost of needed medicines on a monthly basis (Diabetes, Asthma, Cancer treatments, Blood Pressure and Heart meds, etc.), increased costs of insurances (home, auto, health, etc.) and utilities, all to the point that we are just existing, not living, because we can barely afford all of the unavoidable costs of living now as it is; one more increase, and as substantial an amount as Mr. Wang is seeking, will cause us to lose our home. I personally do not relish the thought of being homeless anymore than I think that you would if you were faced with the same situation. Bottom line, this will create a very real burden to all residents affected that we do not have the resources to cover. I do not say this as an exaggeration or to be alarmist, I say it as an absolute, unavoidable truth and fear.

I implore you to really look at all of the ramifications that a decision in favor of Mr. Wang's petition will create. We will be homeless, it is only a matter of time, if this proposed increase is allowed. You already know that Mr. Wang is making more than a fair market return on his investment, notwithstanding the automatic rent control increase allowed by the City EVERY SINGLE YEAR. Please do not allow him to get you to do his dirty work for him because a stamp of approval on this issue will do just that.

Thank you for your consideration,

Elizabeth L. Bishop
Resident, The Californian ME

Outlook

Please No Rent Increase

From Conni Boltinhouse <fairies4meconni@aol.com>
Date Mon 10/6/2025 6:11 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (fairies4meconni@aol.com)
First-Time Sender Details

Report This Email FAQ Protection by INKY

Hello..

Ms. Gerdes, I am a resident of the Californian Mobilhome Estates park @ 950 California St.
Spc 125 Calimesa, Ca 92320.
My rent already increases annually as negotiated with the rent control agency here in Calimesa!
I cannot afford any more rent increases just so that the park management can make park improvements and pass on the cost of those improvements to the residents! These improvements to the park in its facilities, come under the title of 'The cost of doing business', which is not supposed to be passed on to the residents!!
I am on a fixed income. And I will have to make decisions as to which of my monthly expenses will be decreased because of the increase, food, gas, electricity, medical items!
I hope that you will come to a fair and equitable decision concerning this matter.

Respectfully,
Conni Boltinhouse Space #125

Sent from AOL on Android

Outlook

Rent Administrator RE:Californian M.E. Calimesa

From JAY DONENFELD <jdonenfeld@aol.com>
Date Sun 10/5/2025 11:20 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (jdonenfeld@aol.com)
First-Time Sender Details

Report This Email FAQ Protection by INKY

Ms. Gerdes, I am a resident of the Californian Mobilhome Estates park @ 950 California St., Spc. 124, since 3/2019.
My rent already increases annually as negotiated with the rent control agency here in Calimesa!
I cannot afford any more rent increases just so that the park management can make improvements and pass on the cost of those improvements to the residents! These improvements to the park's facilities, come under the title of 'The cost of doing business', which is not supposed to be passed on to the residents!! This is not the first time they have tried this!!
I am on a fixed income, i.e., my Social Security, And I will have to make decisions as to which of my monthly expenses will be decreased because of the increase, food, gas, electricity, medical items!
I hope that you will come to a fair and equitable decision concerning this matter.

Respectfully,
Jay Donenfeld, SPC 124

Outlook

(No subject)

From Gerry Donnelly <2ndtoone22@gmail.com>
Date Sun 10/5/2025 2:06 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (2ndtoone22@gmail.com)
First-Time Sender Details

Report This Email FAQ Protection by INKY

This is really making it difficult for me to make you.I barely had enough money for rent and other bills

Outlook

Rent increase from Peter Wang

From Jeanie mize <mize5197@gmail.com>
Date Sun 10/5/2025 4:30 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

Caution: External (mize5197@gmail.com)
First-Time Sender Details

Report This Email FAQ Protection by INKY

Darlene Gerdes,

I'm a resident of the Californian mobile home park. I'm pleading you to please understand I cannot afford the amounts that Peter Wang is requesting of us. I'm on a fixed income and I'm only making it from social security check to check. I cannot work I'm disabled. My mother who is 97 cannot work either. I would have to make choices between utilities, food, and medicines. That I'm juggling even now with our income now. Including house insurance too. There is no wiggle room. His amounts in increase are not reasonable. They are towards maintenance to the park.

Thank you for your time and consideration.

Sincerely
Jeanie J Mize

Outlook

Resident Letter

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 3:05 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Hi my names joe garcia I live in #5 I've been a part of the community at the Californian mobil homes for a very long time my grandmother lived here then my mom now myself I've seen alot of managers come and go but they kept the community together I've noticed a big divide in the new management I've noticed less community and more concerns on raising the rent or light cosmetic work to make it look like somthing was improved you see alot of us live off fixed incomes and are mostly retired or disabled we rely on food banks and medical baselines on utilities just to get by some of us have a very hard time paying the rent because we have to make repairs or fix our own mobil homes so we don't get written up we did ask for a game room or fancy club house those were things chosen by a owner to try and charge more rent I also belive why should rent be so high if all we are paying for is rent space not the house they don't fix or do any repairs we have to do everything our self to sum it all up i don't feel it is ok to raise the rent just to pay for thing we didn't ask for what will happen if we can't afford it will they kick us out of a house we own only to to buy it at the lowest price and rent it for what ever they want because now they own it sounds like a easy way to push people out and raise the rent on their own in short please consider how negatively this would affect us all

DECLARATION OF KEZZIE FENDER

Space 104 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **Kezzie Fender**, declare as follows:

1. Residency
I am a resident of **Californian Mobile Home Estates** and have lived in the community for several years.

2. Fear of Rent Increases
Like many other residents, I live with the constant **fear of sudden rent increases**. The park owner, **Peter Wang**, presents himself in a manner that is **threatening and intimidating**. His communications often come across as though residents have **no choice or voice** in the matter—it is presented to us as "this is how it's going to be," with no room for discussion.

3. Lack of Concern for Residents
This approach shows a complete **lack of concern for residents' well-being**. Many of us are seniors or on fixed incomes, and the stress of potential rent hikes and retaliation makes it difficult to live peacefully in our homes.

4. Decline of the Park
The community has been in visible **decline**. Despite claims of "capital improvements," what we have seen are overdue maintenance repairs, unsafe amenities, and deteriorating common areas. Residents are not consulted about these projects, and conditions such as broken or unsafe facilities remain unresolved.

5. Summary
The environment in the park is one of **fear, neglect, and intimidation**, not of genuine improvement. The actions and manner of the current owner have harmed both the quality of life and the value of our homes.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept., 2025, at Calimesa, California.

Kezzie N. Fender

Kezzie Fender
Resident, Space 104
Californian Mobile Home Estates

Declaration of Sam [Last Name Anonymous]

I, **Sam [Last Name Anonymous]**, declare as follows:

1. I am a new resident of **Californian Mobile Estates, 950 California St, Calimesa, CA**.

2. When I moved in, I was **not told about any capital improvements** that might be added to the space rent. I had no knowledge that such charges were being considered or applied.

3. I also had no idea that the current owner, **Mr. Wang**, has created an environment where many residents feel **unsafe and afraid of losing their homes**.

4. As a new resident, I believed I was moving into a **peaceful, happy community**. Instead, I have found that this is **not a healthy living environment** due to stress, fear, and the treatment of residents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept, 2025, in Calimesa, California.

Sam [Last Name Anonymous]
Resident, Californian Mobile Estates

Declaration of Gerald [Last Name Withheld]

I, Gerald [Last Name Withheld], declare as follows:

1. I am a current resident of **Californian Mobile Estates, 950 California St, Calimesa, CA**.

2. I have **serious health concerns** that gravely affect my quality of life. Stress and intimidation related to park management impact me severely.

3. I was present when the **previous owner completed all necessary repairs**. At that time I felt secure in my home.

4. Since the change in ownership to **Mr. Wang**, I have experienced **stress and threats** during meetings. His conduct makes me feel **threatened, afraid, and unsafe**.

5. I attended the most recent meeting. **Mr. Wang** was **rude, disrespectful, and dismissive** to residents' concerns.

6. Because of these behaviors, I no longer feel safe as a resident. The environment of intimidation worsens my health issues.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of SEP, 2025, in Calimesa, California.

Gerald

Gerald [Last Name Withheld]
Resident, Californian Mobile Estates

DECLARATION OF MARK ISAAK

Space 129 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **Mark Isaak**, declare as follows:

1. Residency
I have been a resident of **Californian Mobile Home Estates** for more than **14 years**.

2. Witness to Conditions
Over this time, I have witnessed the **overall decline of the park**. Facilities have not been properly cared for under the current ownership, and conditions continue to deteriorate. I am a witness to the issues described by other residents, **excluding the clubhouse gas incident** which I did not personally observe.

3. Families and Children
A changing community dynamic has brought **young children (approximately ages 4 to 13)** into the park. Given the current level of maintenance and management practices, the environment is not safe or welcoming for families or long■term residents, and this has disrupted the peaceful senior■focused community many of us invested in.

4. Affordability of Rent Increases
I am deeply concerned about the **affordability of any rent increase**. Many residents are seniors or on fixed incomes, and further rent burdens will put residents at serious risk of losing their homes.

5. Capital Improvements Under the Previous Owner
I can personally testify that the **previous owner** handled and facilitated the major maintenance and projects in this park. This includes the clubhouse renovation, dog stations, meter installations, and street paving. When Peter Wang purchased the property, these items were already completed.

6. Summary
As a long■term resident and witness to the history of this community, I know that the current owner has not made the capital improvements he now claims. Instead, we face **decline, affordability concerns, and disruption to the stability of our community**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept., 2025, at Calimesa, California.

Mark Isaak
Resident, Space 129

DECLARATION OF DAVID [LAST NAME WITHHELD]

Space ___ – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **David [last name withheld for privacy and protection from retaliation]**, declare as follows:

1. Residency
I have been a resident of **Californian Mobile Home Estates** for approximately **13 years**.

2. Witness to Conditions
I am a witness to the unsafe conditions, deferred maintenance, and mismanagement described in the declarations of other residents, including issues with the clubhouse, pool, spa, meters, and street paving. I can confirm the accuracy of what my neighbors have stated.

3. Fear of Retaliation and Rent Increases
Like many residents, I live in **fear of retaliation** if I speak out openly. I am also deeply concerned about potential **rent increases** that threaten to displace long-term residents, including seniors and homeowners who have lived here for decades.

4. Owner's Disregard for Residents
In my experience, the current owner, **Peter Wang**, has shown **no concern for the well-being of residents**. At times when residents have gathered in the clubhouse to raise questions or express concerns, he speaks to us in a **rude and dismissive manner**. I have personally witnessed him **cutting people off, shutting down questions, and moving on to the next person** with statements like, "I'm done talking to you." This treatment leaves residents feeling **silenced, disrespected, and powerless** in our own community.

5. Summary
I feel that as a **resident and a homeowner**, **I** am being **disrespected** and disregarded. The fear of rent increases is very real, and it appears that the owner's actions are aimed at **forcing long-term residents out of their homes**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 2025, at Calimesa, California.

_____

David [Last Name Withheld]
Resident, Space ___
Californian Mobile Home Estates

DECLARATION OF DERONDA SELLERS

Space 102 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **DeRonda Sellers**, declare as follows:

I have lived at Californian Mobile Home Estates for approximately **14 years**. I personally notified owner **Peter Wang** about the faulty clubhouse gas stove leak and many other issues in the park. Despite notice, he ignored these concerns. The property has been in **decline**, with **home values dropping**, disruptive rentals, and children now living in the park in ways that disturb the community.

The **pool and spa** only underwent **repairs, not upgrades**, after more than a decade without proper servicing. Equipment was unsafe, the Jacuzzi did not heat to safe temperatures, the showers had no hot water, and mold and algae were present. These were **maintenance repairs**, not capital improvements.

At the clubhouse, the gas stove incident caused **fumes** and headaches for myself and my guests. I submitted a **formal written complaint with photos** to Peter Wang the very next morning. Management retaliated against me: Kathy called me in an irate manner, falsely accusing me of leaving the clubhouse dirty, and confronted me by **waving papers in my face**. I documented this confrontation.

To this day, the **stove remains inoperable**. Residents were never consulted on projects like **street paving** or **utility meter conversions**. Many are too **afraid of retaliation** from management to speak up or attend GSMOL meetings.

I am aware that **multiple lawsuits** are active against Peter Wang, including Marni Sellers' injury case and another resident's fall at the pool due to unmarked, steep steps. These cases demonstrate a **pattern of negligence** that contradicts any claim of genuine capital improvement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept, 2025, at Calimesa, California.

DeRonda Sellers
Resident, Space 102
Californian Mobile Home Estates

Witness #1: _____

Witness #2: _____

TO WHOM IT MAY CONCERN

RECEIVED
NOV 19 2025
CITY CLERK'S OFFICE

Pursuant to your letter executed on 10/28/2025 regarding the capital improvement increase meeting scheduled for 12/03/2025, I would like to take the opportunity to voice my opinion, I am a resident of the Californian Mobile Home Park , I specifically bought my home here because of the rent control obviously The cost of rent is a huge factor in that decision, I am retired, served in the military during the late 60's And am a cancer survivor who as a result am unable to speak without the aid of a electronic device which makes speaking not only an adventure but is pretty useless in a crowded venue hence this letter.

The question I have is pretty straight forward ,simply put Who wins , Who loses, and more importantly For you who cares? There is no question improvements have been made, to the swimming pool, the spa, The club house, even the laundry room has been up dated, here is how I see it, if I buy something say a Mobile home and it needs updating and it is an investment like any that will cost money to update but it also The value of that mobile, so it seems to me all of those updates that were made will enhance the value of the park, so not only are the owners seeking to cash in now, they will also cash in when they sell, however they will likely not share that profit increase with me, even though they are asking me to share the cost. The Winners and losers there seem fairly obvious. I think it is important to acknowledge that when I put my mobile on the market the cost of living here will directly affect the value of my home, low rent increase demand for my mobile demand raise the value of my Mobile, so while the owners enjoy a boost to their market value, the market value of my property decreases. I understand that some where along the way rent control was a straight forward thing this is what you can Charge, but I imagine some where along the way compromise was made probably bought allowing Rent to increase by naming it something else. So lets look at the facts it would be very easy to determine just how beneficial these improvements were for the residents since you have to have a key for the pool, the laundry room and the spa, so how many keys did they hand Out? And you have your answer to the benefit ratio Owner/Owners v Tennant , I would estimate the club house sits empty the majority of the time, they used to hold events where they actually made money off renting it out, not sure they still do. To me I have answered the question of who wins, and who loses,

The only question now is who cares? Thank you for the opportunity to voice my opinion, and no hard Feeling if you tend to disagree for reasons of your own

Sincerely yours

Texas & Terri Sollars
950 California St Spc 30
Calimesa, CA 92320

CITY OF CALIMESA
PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am a citizen of the United States. I am over the age of eighteen years and not a party to the within action; my business address is **908 Park Avenue, Calimesa, California 92320.**

On **October 13, 2025**, I served the foregoing document described as **THE EMAILS RECEIVED FROM THE CALIFORNIAN RESIDENTS IN OPPOSITION TO THE CAPITAL IMPROVEMENT PETITION** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as indicated as follows:

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

I caused such envelope to be placed in the United States mail at Calimesa, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 13th day of October 2025, at Calimesa, California.

Yaiza Benson, Executive Assistant/Deputy City Clerk in the absence of and on behalf of Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator
City of Calimesa

CITY OF CALIMESA
PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am a citizen of the United States. I am over the age of eighteen years and not a party to the within action; my business address is **908 Park Avenue, Calimesa, California 92320.**

On **October 13, 2025**, I served the foregoing document described as **THE DOCUMENTS ENTITLED RESIDENT OPPOSITION TO THE CAPITAL IMPROVEMENT PETITION SUBMITTED BY RESIDENT REPRESENTATIVE DONNA JOHNSON** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as indicated as follows:

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

I caused such envelope to be placed in the United States mail at Calimesa, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 13th day of October 2025, at Calimesa, California.

Yaiza Benson, Executive Assistant/Deputy City Clerk in the absence of and on behalf of Darlene Gerdes, Deputy City Manager/City Clerk/Rent Administrator
City of Calimesa

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

1. The cost of repaving the road throughout the park is estimated around $634,860. The proposal is the cost will be amortized over 15 years with interest rate of 7.5%.
2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 129 Name: MARK I SAAK

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Space# 19 Name: _____

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 42 Name: Pablo O Chavez

Signature: 

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 35 Name: Andrea Mocabe

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes ✓_____ No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 58 Name: [illegible]

Signature: [illegible]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 84 Name: Dan Dodd

Signature: Dan Dodd

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No NO

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes YES No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No NO

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Space# 63 Name: AMARILDO FRANCO

Signature: Amarildo Franco

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Space# 106 Name: Luella Reinicke

Signature: Luella E Reinicke

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 80 Name: Michael Fredrickson

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

1. The cost of repaving the road throughout the park is estimated around $634,860. The proposal is the cost will be amortized over 15 years with interest rate of 7.5%.
2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ↘_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ↘_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ↘_____

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Space# 4 Name: Elizabeth Avila

Signature: Elizabeth R Avila

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 5 Name: Joe Garcia

Signature: X

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 6 Name: DENNIS HENDRIX

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes JR No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 7 Name: Josephina Rodriguez

Signature: Josephina Rodriguez

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Space# 8 Name: Sandra Ayala

Signature: Sandra ayala

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes X No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 9 Name: STEPHEN HAGER

Signature: Stephen R Hager

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No NO

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No NO

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No NO

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Space# 11 Name: Omaira Jaramillo

Signature: O. Jaramillo.

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

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Space# 12 Name: Cecilia Thompson

Signature: Cecilia Thompson

To 10-29-23

Will Kolbow,

I recently moved into this Mobile Home park,
I have a daughter who also lives in a Mobile Home park, they recently paved the park, they did not pass the cost to the residents, We are seniors and are barley making ends meet, this is a low income Park, but I've been asked to pay almost $ 60 extra a month for 15 years. I can't understand how this can happen, who do you support? This shouldn't happen to seniors with limited incomes. I was also informed weather or not I vote the action was still going to take place! Where do you purpose some of the residents with set incomes come up with the extra costs? We are to pay for paving and lights to be repaired, for 15 years. While in escrow he knew what he was purchasing it's made clear before purchase this is nothing more then a main-

tance issue! I don't believe it's mine or anybody else's responsibility to pay for the repairs that were listed in the notice given to us. Don't you even care that we seniors are struggling to make ends meet now! With the cost of everything raising that this only making matters worse. What do you purpose to help the residents with the extra costs. Do you even care? In closing I spoke to the residents at 975 Calimesa the Colony on 10-27-23 They recently had their park repaved more then a month ago, they did not pass the cost to residents. Maybe Peter Wang, should speak to the park owner and find out how they did it.

Thank you
Cecile

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 13 Name: CHARLES Wood

Signature: Charles R. Wood

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month. NO WOW

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What No!

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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NO WOW

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Space# 18

Name: Opal Brown

Signature: Opal Brown

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Space# 22 Name: Mauricio Chavarria

Signature: ✓

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No NO

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Space# 23 Name: JORGE RENDEROS

Signature: Jorge M. Renderos

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes / No X

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Space# 25 Name: CF Cox

Signature: CF Cox

Signed Nov 1, 2023
Didn't receive until
Yesterday: We couldn't
attend meeting and
didn't receive this copy
in Rental Payment envelope

Californian Mobile Home Estate Calimesa LP

To: Residents

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Date: 10/18/2023

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   Yes_____ No ✓ We vote no

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓ We vote no.

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓ We vote no.

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Space# 26 Name: Glenna Goss & Tom Sweet

Signature: Glenna Goss
Thomas W Sweet

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No NO

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Space# 27 Name: Edelmira Gomez

Signature: Edelmira Gomez

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No___X___

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Space# _____ Name: _____

Signature: _____

DATE 10/19/2023 ①

Dear sir/Madam,

I would like to take the opportunity to speak to you concerning these proposals and present a view point consistent with the majority of home owners of the Californian Mobile home park

#1 Repaving of the roads:

granted having nice roads in the park would be an attactive asset for selling your mobile and bringing in buyers, however this would clearly be over shadowed by the increase in what a potential buyer would have to pay to live here. Pretty sure the cost of living in a mobile home is key to most if not all potential buyers. So who really benefits? The City: for sure having nice properties within the city limits is a plus in attracting population as well as business opportunities. What does the city contribute to the cost of road repair?

Texas & Terri Sollars
950 California St Spc 30
Calimesa, CA 92320

the owners?
Absolutely they benefit greatly, Any time you can buy a property and have someone else help pay for the up keep, which in turn increases the value of your property. (Sweet deal for sure)

The Home owners?
They get to pay for paving a whole park, even though they only drive on some of it, they get to increase there expenditures each month for 15 years, although 90% of us won't even be alive in 15 years). So long after residents no longer have use of the beatifully paved roads, some one will still be paying to make more money for folks who already have too much.

The lighting is so much more egregious point # 1 Many of the street lights are not functional at present, he bought the place knowing this, so instead of spending his money to fix his lights, he come up with a plan

to not only use my money, but increase his investment, and reduce his cost by proposing to install Solar powered lighting throughout the park, he gets us to share in the cost, he no longer has an electric bill, and he no doubt will be able to reduce his tax burden, by getting credit for going solar on my dollar.

What actually benefit to the home owner for there to be solar lighting? In Comparison to the benefit to the owners?

#3 Renovating the club house

Not sure how updating a club house benefits any home owner period, If I could get the owners to help pay to up date my coach, that would be great and seems only fair, and wouldn't the city want to get involved in that so it would attract more population,

In closing I would like to point out a couple of things that will not come to your attention otherwise.

The park recently underwent a conversion of electrical and gas wirings and pipes. as a result the paved streets were subject to heavy equipment and of course trenching. Now in the world can an owner who once had to pay for any over ages in use, which amounts to quite a bit, spend money on meter repair and up keep. Have someone pay for a conversion, reduce his liability, tear up his streets and then want me to help him pay for it.

Also no-one was represented in negotiating these expenditures with the contractors so who really knows what deals were made to limit the owners exposure. He made a point of saying he likes to use the same contractor for all of his work. So let's pretend we don't know how it works.

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

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Space# 31 Name: Jack/Mary Ferguson

Signature: _____

Californian Mobile Home Estate Calimesa LP

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Space# 32 Name: MANUEL R. HERRERA
EDYTHE M. KOHLER

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Space# 34 Name: LYNDA & BILL MUIR

Signature: Lynda J Muir

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 39 Name: Ronald + Mary Terry

Signature: _____

Most of us live on a fixed income and can not afford the high increase on our Rent The Park should be ~~maintained~~ maintain from the rent we already Pay ~~$$$~~. We haven't had a street light do over a year, that was more six.

000885

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

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   Yes_____ No ✓_____

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Space# 40 Name: Kurtis Grove

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

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   Yes X No _____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes X No _____

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   Yes _____ No X

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Space# 41 Name: Neftali D. Ventura

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 45 Name: JUANA CUNDIEFF

Signature: Juana Cundieff

FYI - He offered residents 20¢ to sign in & received this paper. Those who did not "sign in" were not given this paper - and of course 20¢ He also offered to pay 150 for 2 residents to spy out the mtg that had burned down

Californian Mobile Home Estate Calimesa LP

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Date: 10/18/2023

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Sharon said she'd take the 150

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No ___X___ This is owner responsibility.

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No___X___ Again. We have lights they're burnt out - Its Mr. Wangs dime

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No___X___ we were not even notified of these improvements. We had no say or lawful notice of any kind given.

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Space# 48 Name: Heather Carruthers

Signature: Heather Carruthers

#48

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓_____

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   Yes ✓_____ No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Space# 248 Name: Heather Carnathan

Signature Heather Carnathan

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No_____

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Space# 49 Name: Roberto Bruster

Signature: Roberto Bruster

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes X No _____

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   Yes X No _____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes X No _____

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Space# 50 Name: Julie Van Vacter

Signature: Julie Van Vacter

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes X No_____

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Space# 55 Name: Ann Shea

Signature: Ann Shea

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓_____

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   Yes_____ No ✓_____

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Space# 60 Name: JAN PENDERGRAFT

Signature: Jan Pendergraft

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 61 # Name: Robert Smith

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

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2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Signature: [signature]

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To: Residents

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes SR No _____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes SR No _____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes SR No _____

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Space# 65 Name: Steven Rainey

Signature: Steven Rainey

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes X No ~~X~~ 60 pps CW

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes _____ No X got enough light outside

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes ✓ No _____

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Space# 67 Name: Gisele Wilmoth

Signature: Gisele Wilmoth

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes X No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 68 Name: Steven and Denise Sanchez

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 69 Name: Diana Dahl

Signature: Diana Dahl

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X_____

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Space# 72 Name: David Bishop or Elizabeth Bishop

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X_____

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Space# 73 Name: Luis Abrego

Signature: Luis Abrego

* This is An Effort To OBSURE Rent Control "City of Calimesa's" Form of Rent Control

Californian Mobile Home Estate Calimesa LP

To: Residents

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   Yes_____ No X

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Space# 74 Name: Rhonda Raem

Signature: _____

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

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   Yes_____ No X

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Space# 78 Name: JEANIE MIZE

Signature: Jeanie J. Mize

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 79 Name: Francisco Ambrossi

Signature: 

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Space# 82 Name: Donna Hermans

10/28/2023 Signature: X Donna Hermans

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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   Yes ✓ No _____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes ✓ No _____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes ✓ No _____

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Space# 85 Name: Karen Ditta

Signature: Karen S. Ditta

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 88 Name: Gerald Donnelly

Signature: Gerald Donnelly

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Space# 91 Name: Patricia Hudson

Signature: Patricia Hudson

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No NO

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No NO

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No NO

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Space# 94 Name: Donna Johnson

Signature: Donna Johnson

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Space# 95 Name: Judy (Morrill) Boor

Signature: Judy (Morrill) Boor

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 98 Name: KAREN HENDRIX

Signature: Karen Hendrix

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

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   Yes_____ No ✓_____

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Space# 99 Name: Robert Martinez

Signature: Robert Martinez

Please understand this change is a State / emergency. As Seniors we try not to Run our Heat in the Winter We, Sit in Coat and Shoes with beanies. Some we have BP issues from old homes being so the We can not pay 1.00 more Please think if you print and grow pri we

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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The Streets pose NO Emergency Some places have Some Issue

also need help and Care. Thank You!!!

This new owner came to our club house and we had a meeting with us

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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   Yes_____ No X_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X_____

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Space# 102 Name: DeRonda Sellers

Signature: DeRonda Sellers

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

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   Yes_____ No X

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Space# 103 Name: Barbara J. Walker

Signature: [signature]

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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   Yes_____ No ✓

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   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 104 Name: Kezzie Fender

Signature: Kezzie N. Fender

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

1. The cost of repaving the road throughout the park is estimated around $634,860. The proposal is the cost will be amortized over 15 years with interest rate of 7.5%.
2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Space# 107 Name: DAVID GORDON

Signature: David Gordon

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 108 Name: Tandie Malone

Signature Tandie Malone

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 109 Name: Randi Vahl

Signature: Randi Vahl

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 110 Name: Mary Rodriguez

Signature: Mary Rodriguez

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 112 Name: Sherry Opliger

Signature: Sherry Opliger

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Space# 113 Name: CHERYL BUCKMAN

Signature: Cheryl K Buckman

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ (No)

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ (No)

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ (No)

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Space# 114 Name: MARIA FLORA SILVA

Signature: Maria F. Silva

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X NO

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X NO

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X NO

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Space# 115 Name: Teri Hale

Signature: Teri Hale

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓ You do Not Pay My Bills I Will Not Pay Your Bills

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓ If and When You Pay Some of My Bill I May Consider Paying Some of Yours

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓ Absolutely Not I felt it, the decor was attractive the way it was.

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Space# #116 Name: Beverly A Mosso

Signature: Beverly A. Mosso

We have to take care of our Mobil Homes, Yours as Park Owners are expected to take care of the California Estates Mobile Home Park. We have ours duties and You have Yours. Thank You

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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10/20/23

City Manager:

After our meeting on Oct 18th We were Not happy as to the increases on our rent billing. And on top of the increase to our rent in 2024, as of April 1st 2023 California Mobil Home Estates raised our R.V. Storage from $20.00 a space to a $100.00, which was a Very large increase. People had to move their R.V's out. We had to sell one of our R.V's. We & other Could Not afford this kind of Jump. We are Seniors on a fixed income. (No one seem to Care.)

Now You & They the Management and owners want to raise us, the tenants another $60.00 dollar a month. Now tenants are talking about sell out, as We are doing, because we Cannot afford to stay because of another Raise in I believe in Mar 2024 will take place to our rent. And the $60.00 will stay on for the Next 12 yr.

These Bills they the owner are pushing off on to us the Tenants. They do Not Pay our bills Why do we have to pay there's Bills. They should Pay there's and will pay our. (Bills)

They should pay ther Bill and

996000

all bills that come with New ownership or not have bought them all off.
and will pay our on ours Coaches.

I hoping you understand our dilemma. We as Senior can not afford on a fixed income.

Thank You
Mr. & Mrs. Bob Mosso
Space #16

#Raise #160.00 + a Raise to our Rent in 2024

000967

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes X No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 117 Name: Tom Harris

Signature: Tom Harris

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

1. The cost of repaving the road throughout the park is estimated around $634,860. The proposal is the cost will be amortized over 15 years with interest rate of 7.5%.
2. The second part of the capital improvement will be adding more street lights around the park for estimated amount of $40,000. It will also be amortized over 15 years with 7.5% interest. After computation, each space monthly will be around $45.27 for street and $2.85 for street lighting improvements.
3. The park has completed two projects recently: renovation of clubhouse and office plus replacement of roof of the same areas. The total cost for both projects are around $227,893. Our proposal is to discount this project by 40%. This will leave only 60% of the cost, or $136,736 to be amortized over 20 years with 7.5% interest rate. After computation, each space will be charged $9.75 per month.

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No Y

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 118 Name: Dayna Leeper

Signature: Dayna Leeper

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 120 Name: Larry Newlan

Signature: Larry Newlan

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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HE did not pay for

Please review the ballot enclosed and make your choices and send it to City manager with enclosed envelope. We hope that you will support these projects because it will enhance health and safety of this park

That LIES.

Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓_____

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 121 Name: Richard King

Signature: Richard King

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

Please be advised that there is only one vote per space and only residents who own their home and pay space rent are eligible to vote. In addition, the interest rate used in this calculation is based on 7.5 % per year with 15-20 years for projected life span of the projects. City of Calimesa may change these two figures in order to comply with the Rent Stabilization Ordinance. In other words, the final figures can be lower or higher if the city chooses a different figure. Our rent surcharge will not start until all projects are completed that is projected to be no earlier than January 2025 with a 90 days' notice given to you.

Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 122 Name: SANDRA DAVIS

Signature: Sandra Davis

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No ✓

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023. MARGARITA R ACOSTA

Space# 123 Name: ~~Margarita Acosta~~

Signature: ~~Margarita R Acosta~~

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

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1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No X

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes_____ No X

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No X

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 124 Name: Jay Donenfeld

Signature: Jay Donenfeld

Californian Mobile Home Estate Calimesa LP

To: Residents

From: Management

Date: 10/18/2023

I am writing to residents who lives here to initiate a resident vote for approval of three improvement project. This is in accordance to the City of Calimesa rent stabilization ordinance. Please vote on or before Nov 4th 2023. We request that you return the enclosed ballot to the City Manager who can collect and count the votes.

City Manager with this letter will be informed about this request as well. If any one has questions or issues with the road improvement project, Street lighting addition plus clubhouse renovation project. Please contact our managers for further explanation. Space rent surcharged request are as follows:

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Californian Mobile Home Estate Resident Survey and Vote for Capital Improvements

Please vote as to each of these two categories.

1. Do you support a surcharge for completed capital expenditures for street of the park in the amount of $45.27 Per space per month for a period of 15 years.

   Yes_____ No ✓

2. Do you support a surcharge of new additional lighting project in the park for the amount of $2.85 Per space per month for a period of 15 years.

   Yes ✓ No_____

3. Do you support a surcharge of the work done for interior clubhouse and roof for the amount of $9.75 Per space per month for a period of 20 years.

   Yes_____ No ✓

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Please return ballots in the enclosed stamped envelope, addressed to the City Manager, post mark no later than Nov 4th 2023.

Space# 127 Name: Elena Browning

Signature: Elena M Browning

Outlook

Response To Second Document Demand

From Mark Alpert <malpert@beamlaw.net>
Date Thu 10/23/2025 9:43 AM
To fenniganj@gmail.com <fenniganj@gmail.com>
Cc Elio Palacios, Jr. <Elio@PalaciosLawOffice.com>; Darlene Gerdes <DGerdes@calimesa.gov>; Peter Wang <pwang2342@gmail.com>

1 attachment (2 MB)
Response To Second Resident Document Demand.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Johnson,

Attached is our response to your second demand for records. Please confirm receipt of this email.

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

October 23, 2025

VIA EMAIL/ fenniganj@gmail.com

Ms. Donna Johnson
Resident Representative
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Johnson,

As you know from my prior letter, I represent Californian MHP ("Park") in the above-entitled matter. You have, once again, written the park requesting certain records. Such correspondence should be directed to me, as I am the attorney representing the park owner. As with your prior letter, you are demanding records without legal authority, which are irrelevant or have already been given to you.

As you know, the Park has submitted a Petition for a rent increase based on specified Capital Improvements. The Petition is supported by extensive financial documentation provided to the City. The City has determined that the Petition is complete. You have a complete copy of Petition and supporting documents. There is no provision in the Ordinance authorizing you to demand additional records. You cite Section "9.05.0090" of the Ordinance (actually Section 9.05.090) and the Mobilehome Residency Law ("MRL") (Sections 798.30 et seq.) for support. They provide no such support.

Section 9.09.090 of the Ordinance addresses capital improvement rent increases. It has no provision authorizing residents to demand records. The City manager reviews the Petition and determines whether the applicant has provided all the documents necessary to support the requested increase. (See Subsection G). That process has been completed in this case. The Ordinance authorizes any interested person to " . . . respond or object to the petition . . . by filing a written response or protest . . ." (Subsection M) You have submitted such a response. There is no provision authorizing the residents or any other party to demand additional records.

You again cite Section "798.30 et seq" of the MRL as support for your request. Section 798.30 is the provision requiring the park owner to provide 90 days' notice of a rent increase. It is irrelevant. As to the "et seq" we can only guess what other sections of the extremely long MRL you are referencing. There is no section authorizing the records request you are making.

In addition, even assuming the residents had some implied right to request additional records, there is no justification for the request you are making. Reqs. 1-5 are for private financial records irrelevant to the Petition. Petitioner is not seeking a generalized rent increase based on whether the park is earning a "fair return." The only financial information relevant to this proceeding is the cost of the capital improvements, which has already been documented. Thus, these invasive financial inquiries cannot be justified.

Reqs. 6 and 7 seek records already submitted to the City. Apparently, you have not reviewed our submissions and limited your request to records you claim are missing. Instead, Req. 6 demands "complete receipts/invoices." This overbroad, burdensome demand cannot be justified even if residents had some kind of discovery right. If you think some records are missing, you were free to point that out in your opposition. Simply demanding every receipt and invoice cannot be justified. Req. 7 asks for "capital improvement records." It is unclear what this request means, but, again, we have submitted substantial documentation to the City regarding the nature of the capital improvements constructed. Again, you have not attempted to limit your request to specific items that you contend were not included in the park owner's submissions to the City.

In short, you have failed to demonstrate any justification for making an extremely invasive and burdensome request for additional financial records and you do not have any legal authority under the MRL or the rent control ordinance for making these demands. Thus, we decline to provide any of the materials you are demanding.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

Cc: Darlene Gerdes, Elio Palacios, Peter Wang (via email)

Subject: Formal Request – Complete Financial Documentation for Rent Stabilization Hearing

To: Peter Wang/Kathy Dittes
CC: Darlene Gerdes / Elio Palacios Esq./Mark Alpert Esq.

Dear Peter Wang/Kathy Dittes, Mark Alpert, Esq.,

On behalf of the residents of Californian MHE, I am submitting this formal demand for full and complete financial disclosure in connection with the upcoming rent stabilization hearing.

Pursuant to Calimesa Municipal Code Ordinance 410 (CMC §9.05.0090) and the Mobilehome Residency Law (MRL §798.30 et seq.), park ownership must provide documentation sufficient to substantiate any claim of "fair return" or justification for rent increases.

Residents specifically request that you provide the following, without omission, redaction, or substitution:

1. **Profit & Loss Statements (P&L) – for the last three fiscal years and year-to-date 2025.**
2. **Net Operating Income (NOI) Calculations – detailed worksheets reconciling with the P&L.**
3. **Capitalization (CAP) Rate Documentation – methodology, supporting data, and sources relied upon.**
4. **Rent Roll – complete tenant-by-tenant listing (space, rent charged, rent paid, move-in date, concessions/credits).**
5. **Operating Expenses – full general ledger or register with vendor, invoice number, date, and amount.**
6. **Complete Receipts/Invoices – including proofs of payment (checks, ACH confirmations, credit card statements) for every expense claimed.**
7. **Capital Improvement Records – separated from ordinary repairs and maintenance, with supporting invoices and contracts.**

Residents will not accept incomplete summaries or unaudited numbers. Only complete documentation (with receipts and proof of payment) satisfies the ordinance and allows meaningful review.

Please deliver all documents no later than ten (10) business days from the date of this request, in searchable PDF format (with Excel/CSV for rent rolls and ledgers). If you refuse or withhold any item, you must state the legal basis for doing so and identify what has been withheld.

Failure to produce these records in full will be raised on the record at the hearing as grounds to deny or reduce the requested increase and may warrant a continuance until compliance is achieved.

We respectfully request your prompt confirmation of receipt of this demand and the expected delivery date.

Sincerely,

Donna Johnson

Donna Johnson
Resident Representative
Californian MHE
909.492.2180/fenniganj@gmail.com

Outlook

Copies sent to Peter Wang, Owner, Mark Alpert, Esq. and Elio Palacios Esq., via USPS

From Donna Johnson <fenniganj@gmail.com>
Date Tue 10/21/2025 3:57 PM
To Californian MHE <californianmhecalimesa@gmail.com>; Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (81 KB)
Request for financial docs.pdf;

Caution: External (fenniganj@gmail.com)
Sensitive Content Details

Report This Email FAQ Protection by INKY

To All concerned,
Please return the requested information to:
Donna Johnson-Resident Representative
fenniganj@gmail.com
950 California Street #94, Calimesa, CA 92320

Outlook

Response To Tenant Request For Documents -- Californian Capital Improvement Petition

From Mark Alpert <malpert@beamlaw.net>
Date Tue 9/30/2025 12:25 PM
To fenniganj@gmail.com <fenniganj@gmail.com>
Cc Darlene Gerdes <DGerdes@calimesa.gov>; Peter Wang <pwang2342@gmail.com>

1 attachment (3 MB)
Signed Letter To Tenant Respresentative.doc.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Johnson,

Attached is my letter responding to your request for documents. Please confirm receipt.

Ms. Gerdes,

Please confirm receipt. We request that you provide this letter to the Hearing Officer so that he has a complete record.

Mark Alpert

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

September 30, 2025

VIA EMAIL/ fenniganj@gmail.com

Ms. Donna Johnson
Resident Representative
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Johnson,

As you may know, I represent Californian MHP ("Park") in the above-entitled matter. I was provided a copy of your email of September 29, 2025 in which you requested certain financial information from the park owner, asserting "residents are entitled to review the financial records you rely on to justify rent increases or profit claims."

As you know, the Park has submitted a Petition for a rent increase based on certain Capital Improvements. That Petition was supported by extensive financial documentation provided to the City. The City has determined that the Petition is complete. I understand you have been provided a complete copy of Petition and supporting documents. Thus, you have all the financial information supporting the Petition.

You request all manner of private financial information, including three years of profit and loss statements and confidential tax filings, none of which is relevant to the Petition. This Petition is based on capital expenditures. It is not a "fair return" Petition which raises issues relevant to the Park's overall returns. You have not identified any particular matter or factual question which is not addressed in the hundreds of pages you have already received.

You cite Section 798.30 of the Mobilehome Residency Law and "Calimesa Ordinance 410" as support for your request. Section 798.30 is the provision requiring the park owner to provide 90 days' notice of a rent increase. It is irrelevant. Your reference to the entire rent control ordinance is too broad to address. Based on my review of the Ordinance, I found no provision authorizing any resident to demand financial records from the Petitioner.

In short, you have failed to demonstrate any justification for making an extremely invasive and burdensome request for additional financial records and you do not have any legal

authority under the MRL or the rent control ordinance for making these demands. Thus, we decline to provide any of the materials you are demanding.

We want to make sure the Hearing Officer is made aware of your request and the Park's response. Thus, I am "cc'ing" the Calimesa City Clerk and attaching a copy of your email so that it will be included in the City of Calimesa records for the hearing.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

Cc: Darlene Gerdes, Peter Wang (via email)

Mark Alpert

From: Peter Wang <pwang2342@gmail.com>
Sent: Tuesday, September 30, 2025 9:31 AM
To: Mark Alpert
Subject: Fwd: FINANCIALS

---------- Forwarded message ---------
From: **Californian MHE** <californianmhecalimesa@gmail.com>
Date: Tue, Sep 30, 2025 at 9:23 AM
Subject: Fwd: FINANCIALS
To: Peter Wang <pwang2342@gmail.com>

Mark:
Please advise.

Peter
Hi Peter.

This message didt forward in the first email.

Kathy

---------- Forwarded message ---------
From: **Donna Johnson** <fenniganj@gmail.com>
Date: Mon, Sep 29, 2025 at 4:40 PM
Subject: FINANCIALS
To: Californian MHE <californianmhecalimesa@gmail.com>

Kathy, Donna Johnson here. As the "Resident Representative," I need Peter Wang's Financials for this park.

Thank you,
Donna Johnson

Request for Financial Disclosure

Dear Mr. Wang,

Under **California MRL §798.30** and **Calimesa Ordinance 410**, residents are entitled to review the financial records you rely on to justify rent increases or profit claims.

We therefore demand the following documents within **14 days**:

- Profit & Loss statements (last 3 years)
- Income and expense records
- Capital improvement costs with proof
- Loan/mortgage information (if used for rent justification)
- Tax filings relied upon in your petition

Failure to provide these records will be considered a violation of resident rights, and we will pursue remedies through the City of Calimesa Rent Stabilization process.

Respectfully,

Donna Johnson
Resident Representative

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Celebrating 35 Years of Incorporation ▪ 1990 - 2025"

BY FIRST CLASS MAIL AND EMAIL

November 12, 2025

Mark Alpert, Esq. (Park Owner Representative)
Gregory Beam & Associates, Inc,
25201 Paseo de Alicia, Suite 105
Laguna Hills, CA 92653

RE: **Calculation of Estimated Deposit for Public Hearing for the Californian Mobile Estates Petition for Capital Improvement Rent Increase and Temporary Rent Increase**

Dear Mr. Alpert:

Pursuant to Section 9.05.090, Subsection L(2) of the Calimesa Municipal Code, Management shall also pay any additional costs of the public hearing not later than 15 says prior to the scheduled public hearing, which such costs shall be based upon an estimate prepared by the City Manager and as established and amended by resolution of the City Council. Notwithstanding subsection (G) of this section, management's failure to deposit the additional costs shall be good and sufficient reason for the City to cancel the public hearing and to deem the petition withdrawn by the park owner. The initial filing fee and any other costs paid by management may be included in a petition for temporary rent increase pursuant to Section 9.05.140 of the Calimesa Municipal Code.

Attached is the City Manager's calculation of the estimated deposit for the costs of the public hearing. The total of the estimated costs is $22,854.15 and due to the City no later than November 24, 2025 which is 15 days prior to the scheduled public hearing date of December 9, 2025.

Should you have any questions, please do not hesitate to contact my office at (909) 795-9801 or by email at dgerdes@calimesa.gov.

CITY OF CALIMESA
Will Kolbow
City Manager

BY: _____
Darlene Gerdes, Deputy City Manager/Rent Administrator

Cc: Amy Greyson, Assistant City Attorney

The Californian Mobile Home Estates Capital Improvement Petition Deposit for Public Hearing:

Hearing Officer review of petition and final hearing report/documents from December 3, 2025 to the Public Hearing date – 30 hours @ $150.00 per hour = $4,500

City Attorney review/assist rent administrator with petition and final hearing report from April 2025 to the Public Hearing date – 45 hours @ $264.00 per hour = $11,880

Rent Administrator estimated hours April 2025 to the Public Hearing Date 45 hours @ $141.33 billable hourly rate = $6,359.85

Copying and duplication costs:

Notice to residents of complete petition – 6 pages x 130 residents = 780 pages @ .01 per page = $7.80

Notice of public hearing to residents – 5 pages x 130 residents = 650 pages @ .01 per page = $6.50

Estimated copying and duplication of public hearing agenda report packets w/exhibits 10 packets of approximately 1,000 pages each = 10,000 pages @.01 per page = $100

Grand Total Deposit: $22,854.15

City of Calimesa, CA

$22,854.15 Paid

Via Check #2290

Note: Petition deposit

Californian Mobile Home Estates

November 26, 2025

Routine Payment	**$22,854.15**
CITY-25-230 - Receipt Book	
Californian Mobile Home Registration	$22,854.15
No processing fees	

Total paid **$22,854.15**

Powered by OpenGov

Receipt number #1344

JPMorgan Chase Bank, N.A.
90-7162/3222

2290

Californian Mobile Home Estates Calimesa, LP
425 N Whisman Road, Ste 600
Mountain View, CA 94043

DATE
Nov 13, 2025

AMOUNT
$ ********$22,854.15

Memo: Californian ME Calimesa

Twenty-Two Thousand Eight Hundred Fifty-Four and 15/100 Dollars

PAY TO THE ORDER OF:

City of Calimesa
City Clerk's Department
908 Park Avenue,
Calimesa, CA 92320

AUTHORIZED SIGNATURE

MP

Details on Back. Security Features Included

⑈002290⑈ ⑆322271627⑆ 537990981⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Californian Mobile Home Estates Calimesa, LP

2290

City of Calimesa
City Clerk's Department
Memo: Californian ME Calimesa

Californian MHE Calimesa, LP

Check Number 2290
Check Date: Nov 13, 2025

Check Amount $22,854.15

Item to be Paid - Description	Discount Taker	Amount Paid
Capital Improvement Petition - Estimated deposit		22,854.15

LMP98 M/P CHECK
10400

104001

Rev 6/19

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

RECEIVED
NOV 26 2025
CITY OF CALIMESA
HUMAN RESOURCES

November 26, 2025

Via Email Only
c/o Ms. Darlene Gerdes
Rent Administrator
City of Calimesa
908 Park Ave
Calimesa, CA 92320

Re: Californian MHP – Petition For Temporary Increase

Dear Ms. Gerdes,

You indicated that Petitioner could modify its temporary fee request based on a separate letter to the City. That is the purpose of this letter.

As you know, the City recently requested that Petitioner deposit the estimated cost of the public hearing in the amount of $22,854.15, which the Petitioner has done.

The Petition For Temporary rent increase submitted by Petitioner was based on a total estimate of fees and costs of $14,991.00. This included legal fees and prior City fees incurred through March 18, 2024, plus an estimate of an additional 10 hours of time. Based on the review of my billing records, Petitioner has already actually incurred at least 16.2 additional hours of time through October 2025. I will submit my additional billing in advance of the hearing. Given the issues raised by the residents, I estimate I will incur an additional 15 hours of time preparing for and attending the hearing.

Our estimated legal fees are therefore increased by 21.2 hours for a cost of $7,950.50. With the cost estimate from the City of $22,854.15, the total amount of increase in fees and costs is $30,804.5. Adding this amount to our initial estimate of $14991.00, brings the total estimated fees and costs to $45,795.50. More than half of this cost comes directly from fees imposed by the City.

Per the Ordinance, this cost is amortized over a period of five years, with interest at 8.5 percent. Applying this amortization, the residents would pay a total of $56,373.89 over a period of five years.

Based on these additional costs, the requested temporary increase is increased to $7.23 a month for a period of five year. [56,373.89 /5 years/12 months/130 spaces = $7.227]

We request that our pending Petition for a temporary rent increase be modified to seek a temporary rent increase of $7.23 for a period of five years.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA

Cc: Elio Palacios (Hearing Officer, via email:, Elio@PalaciosLawOffice.com)

Resident Representative Donna Johnson (via email: fenniganj@gmail.com)

Outlook

Re: Modification of Californian MHP Temporary Rent Increase Petition

From Donna Johnson <fenniganj@gmail.com>
Date Wed 11/26/2025 12:05 PM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Mark Alpert <malpert@beamlaw.net>; Elio Palacios, Jr. <Elio@palacioslawoffice.com>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Thank you for the clarification

On Wed, Nov 26, 2025, 11:16 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Donna,
>
> Pursuant to the Mobile Home Rent Stabilization Ordinance, Section 9.05.140 - Prevailing park owner petition for recovery of petition costs incurred before the hearing officer in connection with special rent increase petition. A park owner who obtains approval of a capital improvement rent increase or special rent increase from the city may seek approval of a temporary rent increase to reimburse the park owner for the reasonable cost of professional services actually incurred by the park owner in preparing and presenting the petition to the hearing officer.
>
> As you are aware, Mr. Wang and his representative Mr. Alpert submitted a Temporary Rent Increase application with their original submission of the Capital Improvement Petition. The letter that he provided in the email that he sent to me and cc'd you on, amends the Temporary Rent Increase application to include additional costs that the park owner has incurred since the original submission and includes the deposit amount determined by the City Manager as required by the Ordinance.
>
> The Hearing Officer will make his determination of the Temporary Rent Increase application at the hearing along with the Capital Improvement Petition submitted.
>
> Thank you,
> Darlene
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Wednesday, November 26, 2025 10:14 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Cc:** Mark Alpert <malpert@beamlaw.net>; Elio Palacios, Jr. <Elio@palacioslawoffice.com>
> **Subject:** Re: Modification of Californian MHP Temporary Rent Increase Petition
>
> Darlene, Donna Johnson here. I do not know what you are talking about.
>
> We have already been short changed with not seeing Peter Wangs tax return and Insurance submissions

On Wed, Nov 26, 2025, 9:54 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Good Morning,

The City is in receipt of the letter modifying the Temporary Rent Increase petition.

Thank you,
Darlene

From: Mark Alpert <malpert@beamlaw.net>
Sent: Wednesday, November 26, 2025 9:50 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Cc: fenniganj@gmail.com <fenniganj@gmail.com>; Elio Palacios, Jr. <Elio@PalaciosLawOffice.com>
Subject: Modification of Californian MHP Temporary Rent Increase Petition

Dear Ms. Gerdes,

Attached is our letter modification of the Petition for Temporary Rent Increase based on increased expenses.

I would appreciate confirmation of receipt.

Happy Thanksgiving to you and yours!

Mark Alpert

Of Counsel

Gregory Beam & Associates, Inc

Cell: 714-299-6081

Office: 949-598-5800

Outlook

Re: Modification of Californian MHP Temporary Rent Increase Petition

From Donna Johnson <fenniganj@gmail.com>
Date Wed 11/26/2025 10:14 AM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Mark Alpert <malpert@beamlaw.net>; Elio Palacios, Jr. <Elio@palacioslawoffice.com>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

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We have already been short changed with not seeing Peter Wangs tax return and Insurance submissions

On Wed, Nov 26, 2025, 9:54 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Good Morning,
>
> The City is in receipt of the letter modifying the Temporary Rent Increase petition.
>
> Thank you,
> Darlene

From: Mark Alpert <malpert@beamlaw.net>
Sent: Wednesday, November 26, 2025 9:50 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Cc: fenniganj@gmail.com <fenniganj@gmail.com>; Elio Palacios, Jr. <Elio@PalaciosLawOffice.com>
Subject: Modification of Californian MHP Temporary Rent Increase Petition

Dear Ms. Gerdes,

Attached is our letter modification of the Petition for Temporary Rent Increase based on increased expenses.

I would appreciate confirmation of receipt.

Happy Thanksgiving to you and yours!

Mark Alpert

Of Counsel

Gregory Beam & Associates, Inc

Cell: 714-299-6081

Office: 949-598-5800

Outlook

Re: Financials

From Darlene Gerdes <DGerdes@calimesa.gov>
Date Mon 11/3/2025 11:29 AM
To Donna Johnson <fenniganj@gmail.com>
Cc Will Kolbow <wkolbow@calimesa.gov>

Donna,

Mr. Wang submitted a petition for completed Capital Improvements which are provided for in Section 9.05.090 of the Mobile Home Rent Stabilization Ordinance, Chapter 9 of the Calimesa Municipal Code.

He did not submit a petition for a Rent Increase to provide for a reasonable return or what is called a "Fair Return" increase, which is provided for in Section 9.05.100 in the Mobile Home Rent Stabilization Ordinance, Chapter 9 of the Calimesa Municipal Code.

The park owner is not required to provide the financial documents you requested per the Ordinance under a Capital Improvement petition. The ordinance requires those types of financial documents when a park owner files a "Fair Return" petition for a rent increase. Mr. Wang did not submit a petition for a "fair return" increase.

The Public Hearing will not be postponed. It will be held as scheduled for December 9, 2025 at 9:00 am.

Thank you,
Darlene Gerdes
Deputy City Manager/City Clerk
City of Calimesa

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, November 3, 2025 8:12 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: Financials

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good morning Darlene, Donna Johnson here. I have not received the Financials from Peter Wang. I need to postpone the Hearing if I don't have them. Maybe they are in the mail.

Outlook

Financials

From Donna Johnson <fenniganj@gmail.com>
Date Mon 11/3/2025 8:12 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good morning Darlene, Donna Johnson here. I have not received the Financials from Peter Wang. I need to postpone the Hearing if I don't have them. Maybe they are in the mail.

Outlook

FINANCIALS

From Donna Johnson <fenniganj@gmail.com>
Date Fri 10/31/2025 5:59 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (577 KB)
20251031_175635.jpg;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, we need to see Peter Wang's Financials

Outlook

Re: I gave sn Assistant

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/27/2025 1:23 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna here. I only have one volunteer to assist me. Heather Carruthers will sit with me. I haven't received the Financials I requested. I'm asking our attorney how to get them. I sent that request to you as well as to Peter Wang, he will most likely have an expert witness to present his Financials.

On Mon, Oct 27, 2025, 12:56 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> You can provide me with the names of who will be presenting with you as the resident representative. This doesn't include those residents in attendance who will speak during public comment. I only need the names of those that will be sitting with you during the hearing. The room will be set up in such a way as the resident representatives will have a table to sit at, and the park owner representatives will have a table to sit at. both will face the hearing officer. you will present your report from the table to the hearing officer.
>
> I'm not sure what you mean by "Is the City going to have a new attorney?". The City is represented by Amy Greyson, who is our Assistant City Attorney for the Mobile Home Rent Stabilization Ordinance.
>
> The hearing officer is still Mr. Palacios. Nothing has changed. He will conduct the hearing and make the decision on the petition.
>
> Thanks,
> Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, October 27, 2025 10:23 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: I gave sn Assistant

Good Morning Darlene, Donna Johnson here. I have an assistant that will sit with me at the Hearing on 12/9. I have witnesses. Do you need this information?

Is the City going to have a new attorney?

Outlook

CORRECTION

From Donna Johnson <fenniganj@gmail.com>
Date Tue 10/21/2025 4:10 PM
To Californian MHE <californianmhecalimesa@gmail.com>; Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

I am sorry, I was in error. The following persons were not contacted via USPS:
Elio Palacios, Esq.
Mark Alpert, Esq.

Outlook

Copies sent to Peter Wang, Owner, Mark Alpert, Esq. and Elio Palacios Esq., via USPS

From Donna Johnson <fenniganj@gmail.com>
Date Tue 10/21/2025 3:57 PM
To Californian MHE <californianmhecalimesa@gmail.com>; Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (81 KB)
Request for financial docs.pdf;

Caution: External (fenniganj@gmail.com)
Sensitive Content Details

Report This Email FAQ Protection by INKY

To All concerned,
Please return the requested information to:
Donna Johnson-Resident Representative
fenniganj@gmail.com
950 California Street #94, Calimesa, CA 92320

Subject: Formal Request – Complete Financial Documentation for Rent Stabilization Hearing

To: Peter Wang/Kathy Dittes
CC: Darlene Gerdes / Elio Palacios Esq./Mark Alpert Esq.

Dear Peter Wang/Kathy Dittes, Mark Alpert, Esq.,

On behalf of the residents of Californian MHE, I am submitting this formal demand for full and complete financial disclosure in connection with the upcoming rent stabilization hearing.

Pursuant to Calimesa Municipal Code Ordinance 410 (CMC §9.05.0090) and the Mobilehome Residency Law (MRL §798.30 et seq.), park ownership must provide documentation sufficient to substantiate any claim of "fair return" or justification for rent increases.

Residents specifically request that you provide the following, without omission, redaction, or substitution:

1. **Profit & Loss Statements (P&L) – for the last three fiscal years and year-to-date 2025.**
2. **Net Operating Income (NOI) Calculations – detailed worksheets reconciling with the P&L.**
3. **Capitalization (CAP) Rate Documentation – methodology, supporting data, and sources relied upon.**
4. **Rent Roll – complete tenant-by-tenant listing (space, rent charged, rent paid, move-in date, concessions/credits).**
5. **Operating Expenses – full general ledger or register with vendor, invoice number, date, and amount.**
6. **Complete Receipts/Invoices – including proofs of payment (checks, ACH confirmations, credit card statements) for every expense claimed.**
7. **Capital Improvement Records – separated from ordinary repairs and maintenance, with supporting invoices and contracts.**

Residents will not accept incomplete summaries or unaudited numbers. Only complete documentation (with receipts and proof of payment) satisfies the ordinance and allows meaningful review.

Please deliver all documents no later than ten (10) business days from the date of this request, in searchable PDF format (with Excel/CSV for rent rolls and ledgers). If you refuse or withhold any item, you must state the legal basis for doing so and identify what has been withheld.

Failure to produce these records in full will be raised on the record at the hearing as grounds to deny or reduce the requested increase and may warrant a continuance until compliance is achieved.

We respectfully request your prompt confirmation of receipt of this demand and the expected delivery date.

Sincerely,

Donna Johnson

Donna Johnson
Resident Representative
Californian MHE
909.492.2180/fenniganj@gmail.com

Outlook

Re: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

From Donna Johnson <fenniganj@gmail.com>
Date Wed 10/15/2025 12:31 PM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Mark Alpert <malpert@beamlaw.net>; Amy Greyson <agreyson@rwglaw.com>; Will Kolbow <wkolbow@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. Yes, Darlene, I Donna Johnson will be available on December 9th 2025 at 9:00 a.m.

On Wed, Oct 15, 2025, 12:24 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Good Afternoon, Park Owner and Park Resident Representatives of Californian Mobile Estates Calimesa:
>
> As you know, the City of Calimesa previously scheduled a hearing date of November 10, 2025 for the hearing officer to conduct a hearing on the Petition for Capital Improvement Rent Increase and Petition for Temporary Rent Increase for Hearing Costs (collectively "Petition") filed by park owner, Californian Mobile Estates Calimesa, L.P., for Californian Mobile Estates (the "Park").
>
> Recently, the City determined that there was a defect in the publication of the summary of Ordinance No. 410, which amended the hearing procedures, and as a result, the City will need to re-adopt the Ordinance at second reading and republished as required by California law. This matter will be heard for second reading at the October 20, 2025, City Council meeting, and upon its adoption, the updated ordinance will be effective thirty days thereafter. As such, the hearing date on the Petition will need to be rescheduled to a later date after the new ordinance effective date.
>
> The Hearing Officer, Elio Palacios, Esq., has advised the City that he is available for hearing on **Tuesday, December 9, 2025, at 9:00 a.m.** to conduct the rescheduled hearing.
>
> Please let me know by Monday, October 20, 2025, whether you are available to attend the hearing on the Petition on December 9, 2025. If not, please provide your available dates. Upon determining the new hearing date, the City will send out a Revised Notice of Public Hearing.
>
> Please direct all communications to Darlene Gerdes, Deputy City Clerk/Rent Administrator, at dgerdes@calimesa.gov.
>
> We apologize for any inconvenience.
>
> Sincerely,
> Darlene Gerdes

Deputy City Manager/City Clerk
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801, ext. 233
(909) 795-4399 Fax
dgerdes@calimesa.gov



NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

Outlook

Re: Audio of Mr. Wang

From Donna Johnson <fenniganj@gmail.com>
Date Fri 10/10/2025 11:43 PM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Yaiza Benson <ybenson@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

It wasn't that important. We don't really need it.

On Fri, Oct 10, 2025, 9:21 PM Donna Johnson <fenniganj@gmail.com> wrote:

> I will try to bring a flash drive this next week.
>
> On Fri, Oct 10, 2025, 7:10 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:
>
> > Good Evening Donna,
> >
> > In reviewing the package, you provided for the resident protest; I did not find a usb of the audio recording that you mentioned in your written opposition. I'm sorry for the inconvenience, but could you provide another copy to me? You can email it or maybe drop it by City Hall this next week? I am out of the office next week, but if you could leave it with Yaiza, that would be most appreciated.
> >
> > I apologize, I didn't see it when I pulled out the documents from the large envelope and it may have gotten tossed with the envelope. Again, my apologies, if you could provide me with another copy of the audio it would be greatly appreciated.
> >
> > Sincerely,
> > *Darlene Gerdes*
> > Deputy City Manager/City Clerk
> > City of Calimesa
> > 908 Park Avenue
> > Calimesa, CA 92320
> > (909) 795-9801, ext. 233
> > (909) 795-4399 Fax
> > **dgerdes@calimesa.gov**

City of Calimesa
908 PARK AVENUE, CALIMESA, CALIFORNIA 92320
TELEPHONE 909.795.9801 FACSIMILE 909.795.4399
WWW.CITYOFCALIMESA.NET

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

Outlook

Attorney

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/13/2025 9:56 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Hi Darlene, Donna Johnson here. I need to ask you to add GSMOL Attorney Bruce Stanton and his Expert Witness to the Hearing Roster.

Outlook

Re: Affidavit of publication or proof of posting for Ordinance 410

From Donna Johnson <fenniganj@gmail.com>
Date Thu 10/9/2025 11:36 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Thank you Darlene. This will help me make the resident's feel more confident.

On Thu, Oct 9, 2025 at 10:14 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Pursuant to your Public Records Request bellow, here are the documents as requested.
Documents requested by PRR - Donna Johnson.pdf

From: Donna Johnson <fenniganj@gmail.com>
Sent: Wednesday, October 1, 2025 5:51 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: Affidavit of publication or proof of posting for Ordinance 410

Receipt of Documents

Requester: Donna Johnson, Resident Representative
Date of Request: _10/1/25_____
Request Reference: California Public Records Act (Gov. Code § 6250 et seq.)

Documents Requested:

- Certified copy of **Ordinance No. 410** (adopted May 2025)
- Staff reports, exhibits, and attachments from first reading (April 21, 2025)
- Staff reports, exhibits, and attachments from second reading/adoption (May 5, 2025)
- Affidavit of publication or proof of posting for Ordinance 410
- Legislative history documents (council minutes, agenda packets)

Documents Received:
☐ Certified Ordinance No. 410
☐ Staff report(s) – April 21, 2025
☐ Staff report(s) – May 5, 2025
☐ Affidavit of publication / proof of posting

☐ Council minutes & agenda packets
☐ Other: _____

Received By (City Clerk / Staff):
Name: _____
Signature: _____
Date: _____

Provided To (Requester):
Name: Donna Johnson
Signature: _____
Date: _____

Outlook

Re: No Evidence

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 12:44 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

That is more than 15 days.

On Mon, Oct 6, 2025, 10:47 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Donna,
> Please let me do my job. I am working on getting the documents for you. There is proof that it was published, and I will be providing it to you. It was published in the News mirror on Junde 27, 2025. Please let me finish getting the documentation completed to send over to you.
>
> Darlene
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Monday, October 6, 2025 10:43 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** No Evidence
>
> Darlene, Donna Johnson here. I am at the News Mirror. There is no record of a publication of ordinance 410.
> What News paper, or where did you publish the notice?

Outlook

No Evidence

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 10:43 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

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What News paper, or where did you publish the notice?

Outlook

Publication

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 9:39 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (2 MB)
20251006_093718.jpg;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Resident Representative

Calimesa, California

Date: October 6, 2025

To: City Clerk
City of Calimesa
908 Park Avenue
Calimesa, CA 92320

Re: Proof of Non-Publication of Ordinance 410

Dear City Clerk,

Pursuant to California Government Code § 36933, every city ordinance must be published or posted within fifteen (15) days after adoption. Failure to publish or post in the manner required renders the ordinance invalid and ineffective.

Ordinance 410 was adopted on May 5, 2025. After review of public records and available legal notices, there is no evidence that Ordinance 410 was published in a newspaper of general circulation or posted in compliance with Government Code § 36933. Additionally, no publication record showing the names of the council members voting for and against the ordinance has been identified.

Accordingly, Ordinance 410 fails the statutory requirement for publication and, as such, cannot take lawful effect. This constitutes a fatal defect in the ordinance adoption process.

We request that the City Clerk acknowledge this defect and confirm that Ordinance 410 is not legally enforceable absent compliance with the state publication requirement.

Respectfully submitted,

Donna Johnson

Donna Johnson
Resident Representative
City of Calimesa Mobilehome Residents

Outlook

Re: Publication

From Darlene Gerdes <DGerdes@calimesa.gov>
Date Mon 10/6/2025 11:03 AM
To Donna Johnson <fenniganj@gmail.com>
Bcc Will Kolbow <wkolbow@calimesa.gov>

2 attachments (2 MB)
Proof of Posting and Publishing Ord. 410.pdf; Californian temp rent increase.pdf;

Donna I am in receipt of the many emails you sent over the weekend and today, and I will be responding to all of them through this one email. With that I provide you the following:

Temporary Increase: A temporary increase application was submitted by the Park Owner when he submitted the Capital Improvement Petition on April 8, 2025. A copy has been attached to this email. This is allowable by the Mobile Home Rent Stabilization Ordinance Section 9.05.140 as listed below:

9.05.140 Prevailing park owner petition for recovery of petition costs incurred before the hearing officer in connection with special rent increase petition.

A park owner who obtains approval of a capital improvement rent increase or special rent increase from the city may seek approval of a temporary rent increase to reimburse the park owner for the reasonable cost of professional services actually incurred by the park owner in preparing and presenting the petition to the hearing officer under CMC 9.05.110 in accordance with this section and the rules and regulations.

A. A request for approval of a temporary rent increase under this section shall be filed as part of a park owner's petition for a capital improvement rent increase under CMC 9.05.090(F) or a park owner's petition for a special rent increase pursuant to CMC 9.05.100 and 9.05.110, in accordance with the city-approved forms. The hearing officer shall consider the park owner's request at the public hearing at which the underlying petition for a capital improvement rent increase or the underlying petition for special rent increase is considered, and the hearing officer's decision on the temporary rent increase shall be included in its written decision on the petition for a capital improvement rent increase or special rent increase. Any appeal of the hearing officer's decision on a temporary rent increase shall be filed in accordance with CMC 9.05.120 in accordance with the city-approved form, and the city council shall consider such appeal concurrently with the appeal of the hearing officer's decision on the underlying capital improvement rent increase petition or special rent increase petition.

B. The park owner shall bear the burden of proof and shall provide the evidence to justify a temporary rent increase submitted under this section, and approval of the petition shall be conditioned upon the park owner's successfully obtaining final approval from the city of a capital improvement rent increase pursuant to CMC 9.05.090 or a special rent increase pursuant to CMC 9.05.100 and 9.05.110.

C. Any temporary rent increase granted by the city shall be amortized over a five-year period with interest at the rate of seven percent per year, compounded monthly, and any increase granted shall remain in effect only during the five-year period. Any such increase shall not be included as part of the monthly space rent but shall be itemized as a separate charge either on each resident's monthly rent statement or on a separate statement. Nothing in this provision shall preclude a park resident from paying the full amount of the temporary rent increase as one lump sum without any payment of interest, following issuance of the city's final decision.

D. Registration Fee. As required by CMC 9.05.060(G), no petition for a temporary rent increase shall be approved by the city if the park owner is not currently registered and not current on payment of his/her monthly registration fee(s) due under CMC 9.05.060."

Mark Alpert: You are correct. Mr. Alpert represents Mr. Wang and over the years he has represented many other mobile home park owners in the Yucaipa/Calimesa area. The Hearing Officer Mr. Palcios has been providing hearing officer services since 2013, and he has provided Mobile Home rent Stabilization Hearings specifically for the last several years. Because of his experience the City is comfortable in its agreement with Mr. Palacios as the hearing officer for its Mobile Home Rent Stabilization Program. His experience also covers subject matters ranging from rent stabilization, Section 8 housing, short-term rental permit revocations, administrative code and building code violations and public nuisance abatements with the imposition of civil penalties. These subject matters can include landlord-tenant disputes.

Ordinance No. 410: The on-line version of the Municipal Code is currently being updated with the ordinances adopted by the City Council beginning with Ordinance No. 409. Just because it is not listed in the on-line version, does not mean it doesn't exist. I have previously provided you with a copy of Ordinance No. 410 and I am attaching it once again, and you can provide it to GSMOL. Or, they can request it from me directly.

Affidavit for publishing Ordinances: I am well aware of the requirements of the publishing of ordinances, and the City is not in violation of the Government Code as you suggest. You submitted a public records request to me on October 1, 2025. Your request includes a copy of the proof of publication of Ordinance No 410, which will be provided to you. Please understand that under the public records act, I have 10 days to respond to your request and will do so in the appropriate time frame.

I believe I have addressed the questions/issues you sent in each email. Let me know if you have any further questions. Please understand that I continue to work on the public records request that you submitted on October 1, 2015 and I will provide those to you in a timely manner.

Thanks,

Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, October 6, 2025 9:38 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: Publication

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Outlook

Temporary raise

From Donna Johnson <fenniganj@gmail.com>
Date Fri 10/3/2025 2:56 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. What temporary increase? I thought we were dealing with a Capital improvement.

Outlook

Temporary rent increase

From Donna Johnson <fenniganj@gmail.com>
Date Sat 10/4/2025 7:15 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

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Darlene, we didn't know anything about a temporary rent increase.

Outlook

65 residents

From Donna Johnson <fenniganj@gmail.com>
Date Fri 10/3/2025 8:20 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

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Darlene, I didn't see the back page.

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Mark Alpert

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Ordinance 408

From Donna Johnson <fenniganj@gmail.com>
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To Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (740 KB)
20251004_194138.jpg;

External (fenniganj@gmail.com)

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Darlene our GSMOL VP couldn't find 410.

Outlook

affidavit for publishing ordinances

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 3:06 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

An Affidavit of Publication for ordinances is a notarized statement from a newspaper or publisher that serves as legal proof an ordinance was published according to the law, including the dates of publication and a copy of the published notice. This affidavit is essential for demonstrating compliance with public notice laws and typically includes the name of the publication, the dates the ordinance ran, and the signature of a representative, often notarized for authenticity. It must be filed with the relevant court, agency, or clerk's office for the legal process to proceed. [1, 2, 3, 4]

What an Affidavit of Publication Contains

A typical affidavit of publication includes:

- **Publisher's Information:** The name, address, and contact details of the publisher or newspaper. [4]
- **Publication Details:** The title of the publication and the specific issue or edition dates. [4]
- **Content:** A copy or clipping of the actual ordinance or notice that was published. [1, 5]
- **Affirmation:** A statement confirming the notice was published in the correct jurisdiction, for the required duration, and that the content is accurate. [1, 4]
- **Signature and Notarization:** The signature of the newspaper's representative and the seal of a notary public or other authorized officer to certify the authenticity of the document. [1, 4]

Why It's Important

- **Legal Proof:** It provides legally binding verification that the ordinance was successfully published as required by law. [2, 3]
- **Compliance:** It demonstrates that the municipality has met statutory publication requirements. [1]
- **Procedural Necessity:** The legal process involving the ordinance, such as its adoption or implementation, cannot move forward without this proof of publication. [2]

How to Obtain and File One

1. **Submit the Notice:** Provide the ordinance to an official, adjudicated newspaper. [6, 7]
2. **Obtain the Affidavit:** After publication, request the affidavit from the newspaper. [2]

3. **Verify the Details:** Review the affidavit for accuracy, ensuring it includes the correct dates and a copy of the published ordinance. [1, 7]
4. **File with the Proper Authority:** Submit the original, notarized affidavit to the relevant court, agency, or clerk's office for official filing. [2, 8, 9]

AI responses may include mistakes.

[1] https://www.column.us/resources/why-affidavits-are-important-for-public-notice/
[2] https://www.column.us/resources/state-by-state-public-notice-guidelines-what-you-need-to-know/
[3] https://help.column.us/en/articles/933120
[4] https://www.notarypro.ca/legal-templates/publishers-affidavit-of-publication/
[5] https://codelibrary.amlegal.com/codes/indianhill/latest/indianh_oh/0-0-0-384
[6] https://www.column.us/resources/how-to-publish-public-notices-in-california-newspapers-a-county-by-county-guide/
[7] https://www.column.us/resources/how-to-publish-a-public-notice-in-a-newspaper-steps-costs-and-submission-tips/
[8] https://codelibrary.amlegal.com/codes/sheffieldlake/latest/sheffieldlake_oh/0-0-0-3024
[9] https://www.column.us/resources/state-by-state-public-notice-guidelines-what-you-need-to-know/

Not all images can be exported from Search.

Outlook

affidavit for publishing ordinances

From Donna Johnson <fenniganj@gmail.com>
Date Mon 10/6/2025 3:06 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

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[1] https://www.column.us/resources/why-affidavits-are-important-for-public-notice/
[2] https://www.column.us/resources/state-by-state-public-notice-guidelines-what-you-need-to-know/
[3] https://help.column.us/en/articles/933120
[4] https://www.notarypro.ca/legal-templates/publishers-affidavit-of-publication/
[5] https://codelibrary.amlegal.com/codes/indianhill/latest/indianh_oh/0-0-0-384
[6] https://www.column.us/resources/how-to-publish-public-notices-in-california-newspapers-a-county-by-county-guide/
[7] https://www.column.us/resources/how-to-publish-a-public-notice-in-a-newspaper-steps-costs-and-submission-tips/
[8] https://codelibrary.amlegal.com/codes/sheffieldlake/latest/sheffieldlake_oh/0-0-0-3024
[9] https://www.column.us/resources/state-by-state-public-notice-guidelines-what-you-need-to-know/

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Mark Alpert

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Date Sat 10/4/2025 7:02 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

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Date Fri 10/3/2025 8:20 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

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Outlook

signed affidavits from Californian MHE

From Donna Johnson <fenniganj@gmail.com>
Date Thu 10/2/2025 4:18 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

2 attachments (6 MB)
afidavits from residents20251002_15325278_0103.pdf; afidavits from residents20251002_16132234_0104.pdf;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

DECLARATION OF DERONDA SELLERS

Space 102 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **DeRonda Sellers**, declare as follows:

I have lived at Californian Mobile Home Estates for approximately **14 years**. I personally notified owner **Peter Wang** about the faulty clubhouse gas stove leak and many other issues in the park. Despite notice, he ignored these concerns. The property has been in **decline**, with **home values dropping**, disruptive rentals, and children now living in the park in ways that disturb the community.

The **pool and spa** only underwent **repairs, not upgrades**, after more than a decade without proper servicing. Equipment was unsafe, the Jacuzzi did not heat to safe temperatures, the showers had no hot water, and mold and algae were present. These were **maintenance repairs**, not capital improvements.

At the clubhouse, the gas stove incident caused **fumes** and headaches for myself and my guests. I submitted a **formal written complaint with photos** to Peter Wang the very next morning. Management retaliated against me: Kathy called me in an irate manner, falsely accusing me of leaving the clubhouse dirty, and confronted me by **waving papers in my face**. I documented this confrontation.

To this day, the **stove remains inoperable**. Residents were never consulted on projects like **street paving** or **utility meter conversions**. Many are too **afraid of retaliation** from management to speak up or attend GSMOL meetings.

I am aware that **multiple lawsuits** are active against Peter Wang, including Marni Sellers' injury case and another resident's fall at the pool due to unmarked, steep steps. These cases demonstrate a **pattern of negligence** that contradicts any claim of genuine capital improvement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept, 2025, at Calimesa, California.

D. Sellers

DeRonda Sellers
Resident, Space 102
Californian Mobile Home Estates

Witness #1: _____

Witness #2: _____

DECLARATION OF DAVID [LAST NAME WITHHELD]

Space ___ – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **David [last name withheld for privacy and protection from retaliation]**, declare as follows:

1. Residency
I have been a resident of **Californian Mobile Home Estates** for approximately **13 years**.

2. Witness to Conditions
I am a witness to the unsafe conditions, deferred maintenance, and mismanagement described in the declarations of other residents, including issues with the clubhouse, pool, spa, meters, and street paving. I can confirm the accuracy of what my neighbors have stated.

3. Fear of Retaliation and Rent Increases
Like many residents, I live in **fear of retaliation** if I speak out openly. I am also deeply concerned about potential **rent increases** that threaten to displace long-term residents, including seniors and homeowners who have lived here for decades.

4. Owner's Disregard for Residents
In my experience, the current owner, **Peter Wang**, has shown **no concern for the well-being of residents**. At times when residents have gathered in the clubhouse to raise questions or express concerns, he speaks to us in a **rude and dismissive manner**. I have personally witnessed him **cutting people off, shutting down questions, and moving on to the next person** with statements like, "I'm done talking to you." This treatment leaves residents feeling **silenced, disrespected, and powerless** in our own community.

5. Summary
I feel that as a **resident and a homeowner**, I am being **disrespected** and disregarded. The fear of rent increases is very real, and it appears that the owner's actions are aimed at **forcing long-term residents out of their homes**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 2025, at Calimesa, California.



David [Last Name Withheld]
Resident, Space ___
Californian Mobile Home Estates

DECLARATION OF MARK ISAAK

Space 129 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **Mark Isaak**, declare as follows:

1. Residency
I have been a resident of **Californian Mobile Home Estates** for more than **14 years**.

2. Witness to Conditions
Over this time, I have witnessed the **overall decline of the park**. Facilities have not been properly cared for under the current ownership, and conditions continue to deteriorate. I am a witness to the issues described by other residents, **excluding the clubhouse gas incident** which I did not personally observe.

3. Families and Children
A changing community dynamic has brought **young children (approximately ages 4 to 13)** into the park. Given the current level of maintenance and management practices, the environment is not safe or welcoming for families or long-term residents, and this has disrupted the peaceful senior-focused community many of us invested in.

4. Affordability of Rent Increases
I am deeply concerned about the **affordability of any rent increase**. Many residents are seniors or on fixed incomes, and further rent burdens will put residents at serious risk of losing their homes.

5. Capital Improvements Under the Previous Owner
I can personally testify that the **previous owner** handled and facilitated the major maintenance and projects in this park. This includes the clubhouse renovation, dog stations, meter installations, and street paving. When Peter Wang purchased the property, these items were already completed.

6. Summary
As a long-term resident and witness to the history of this community, I know that the current owner has not made the capital improvements he now claims. Instead, we face **decline, affordability concerns, and disruption to the stability of our community**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept., 2025, at Calimesa, California.

Mark Isaak
Resident, Space 129

Declaration of Gerald [Last Name Withheld]

I, Gerald [Last Name Withheld], declare as follows:

1. I am a current resident of **Californian Mobile Estates, 950 California St, Calimesa, CA**.

2. I have **serious health concerns** that gravely affect my quality of life. Stress and intimidation related to park management impact me severely.

3. I was present when the **previous owner completed all necessary repairs**. At that time I felt secure in my home.

4. Since the change in ownership to **Mr. Wang**, I have experienced **stress and threats** during meetings. His conduct makes me feel **threatened, afraid, and unsafe**.

5. I attended the most recent meeting. **Mr. Wang was rude, disrespectful, and dismissive** to residents' concerns.

6. Because of these behaviors, I no longer feel safe as a resident. The environment of intimidation worsens my health issues.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of SEP, 2025, in Calimesa, California.

Gerald

Gerald [Last Name Withheld]
Resident, Californian Mobile Estates

Declaration of Sam [Last Name Anonymous]

I, **Sam [Last Name Anonymous]**, declare as follows:

1. I am a new resident of **Californian Mobile Estates, 950 California St, Calimesa, CA**.

2. When I moved in, I was **not told about any capital improvements** that might be added to the space rent. I had no knowledge that such charges were being considered or applied.

3. I also had no idea that the current owner, **Mr. Wang**, has created an environment where many residents feel **unsafe and afraid of losing their homes**.

4. As a new resident, I believed I was moving into a **peaceful, happy community**. Instead, I have found that this is **not a healthy living environment** due to stress, fear, and the treatment of residents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept., 2025, in Calimesa, California.

Sam [Last Name Anonymous]
Resident, Californian Mobile Estates

DECLARATION OF KEZZIE FENDER

Space 104 – Californian Mobile Home Estates
950 California Street, Calimesa, CA 92320

I, **Kezzie Fender**, declare as follows:

1. Residency
I am a resident of **Californian Mobile Home Estates** and have lived in the community for several years.

2. Fear of Rent Increases
Like many other residents, I live with the constant **fear of sudden rent increases**. The park owner, **Peter Wang**, presents himself in a manner that is **threatening and intimidating**. His communications often come across as though residents have **no choice or voice** in the matter—it is presented to us as "this is how it's going to be," with no room for discussion.

3. Lack of Concern for Residents
This approach shows a complete **lack of concern for residents' well-being**. Many of us are seniors or on fixed incomes, and the stress of potential rent hikes and retaliation makes it difficult to live peacefully in our homes.

4. Decline of the Park
The community has been in visible **decline**. Despite claims of "capital improvements," what we have seen are overdue maintenance repairs, unsafe amenities, and deteriorating common areas. Residents are not consulted about these projects, and conditions such as broken or unsafe facilities remain unresolved.

5. Summary
The environment in the park is one of **fear, neglect, and intimidation**, not of genuine improvement. The actions and manner of the current owner have harmed both the quality of life and the value of our homes.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30 day of Sept., 2025, at Calimesa, California.

Kezzie N. Fender

Kezzie Fender
Resident, Space 104
Californian Mobile Home Estates

Outlook

BOOKING/INVOICE #

From Donna Johnson <fenniganj@gmail.com>
Date Thu 10/2/2025 9:18 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good morning Darlene, Donna Johnson here. May I have the booking/invoice # that you were given when you posted the ordinance 410 for public notice?
Thank you,
Donna Johnson
Resident Representative

Outlook

FAILURE TO MAINTAIN BY CALIFORNIAN MHE OWNER

From Donna Johnson <fenniganj@gmail.com>
Date Wed 10/1/2025 6:29 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY







Outlook

Re: Californian Resident's Paperwork

From Donna Johnson <fenniganj@gmail.com>
Date Wed 10/1/2025 8:29 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

I will make that work.

On Wed, Oct 1, 2025, 7:21 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Good Morning Donna,
>
> 10:00 am works for me.
>
> Thanks,
> Darlene
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Wednesday, October 1, 2025 12:19 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** Californian Resident's Paperwork
>
> Darlene, Donna Johnson here. I will be bringing the paperwork for our residents 10/1/25. Is there a specific time you would prefer? I have a document receipt for you to sign.
> I need to make an appointment with you to complete my exit paperwork as well.
> Thank you,
> Donna Johnson
> Resident Representative

Outlook

Fwd: Californian Wang response 9/25

From Donna Johnson <fenniganj@gmail.com>
Date Wed 10/1/2025 1:43 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. I am fowarding Allyson Holden's GSMOL VP for my zone response to petitionfor speculation rent increase for The Californian MHE by Peter Wang.

---------- Forwarded message ---------
From: **Donna Johnson** <fenniganj@gmail.com>
Date: Wed, Oct 1, 2025, 11:07 AM
Subject: Re: Californian Wang response 9/25
To: al holden <gsmol.vparead@yahoo.com>

Thank you Allyson ❤️

On Wed, Oct 1, 2025, 8:37 AM al holden <gsmol.vparead@yahoo.com> wrote:

> 've attached all the exhibits I have to the letter check the index for the letters and HCD/ RIVCO reports you have that are on the "Exihibit Index" page.
>
> Allyson H.

Outlook

Affidavit of publication or proof of posting for Ordinance 410

From Donna Johnson <fenniganj@gmail.com>
Date Wed 10/1/2025 5:51 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Receipt of Documents

Requester: Donna Johnson, Resident Representative
Date of Request: _10/1/25_____
Request Reference: California Public Records Act (Gov. Code § 6250 et seq.)

Documents Requested:

- Certified copy of **Ordinance No. 410** (adopted May 2025)
- Staff reports, exhibits, and attachments from first reading (April 21, 2025)
- Staff reports, exhibits, and attachments from second reading/adoption (May 5, 2025)
- Affidavit of publication or proof of posting for Ordinance 410
- Legislative history documents (council minutes, agenda packets)

Documents Received:
☐ Certified Ordinance No. 410
☐ Staff report(s) – April 21, 2025
☐ Staff report(s) – May 5, 2025
☐ Affidavit of publication / proof of posting
☐ Council minutes & agenda packets
☐ Other: _____

Received By (City Clerk / Staff):
Name: _____
Signature: _____
Date: _____

Provided To (Requester):
Name: Donna Johnson
Signature: _____
Date: _____

Outlook

ATTORNEY

From Donna Johnson <fenniganj@gmail.com>
Date Tue 9/30/2025 11:06 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. Can you tell why the City has a Personal Injury Attorney as the Hearing Office for Rent and Stabilization board replacement?

Outlook

Re: CA PUBLIC RECORDS ACT

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 4:58 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Thank U

On Mon, Sep 29, 2025, 4:49 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Good Afternoon, Donna,

I have received all of the requests you sent over to myself and the Building & Safety Department for public records for the Californian Mobile Home Park. Please be advised that the City of Calimesa and its Building & Safety Department do not have jurisdiction in the Mobile Home Parks in Calimesa. Mobile Home Parks in Calimesa are governed by the State of California Housing and Community Development and all improvements in the parks are permitted as necessary through HCD. Here is their website link: https://www.hcd.ca.gov/mmh/parks



Mobilehome Parks | California Department of Housing and Community Development

The Mobilehome and Special Occupancy Parks Program develops, adopts, and enforces state regulations for the construction, use, maintenance, and occupancy of privately owned mobilehome and special occupancy parks throughout California, which assure owners,

www.hcd.ca.gov

You will need to request documents/permits, etc. for the park through HCD. You will have to contact them via telephone at: 800-952-8356 or email at: ContactMH-FBH@hcd.ca.gov

Thanks,
Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, September 29, 2025 4:08 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: CA PUBLIC RECORDS ACT

Outlook

CA PUBLIC RECORDS ACT

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 4:09 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (819 KB)
California public records act20250929_16083684_0102.pdf;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

FAX COVER SHEET / Email

TO:	City of Calimesa – Building & Safety Division
ATTN:	Public Records Request
FAX:	(909) 795-4399
FROM:	Donna Johnson
SENDER PHONE:	(909) 492-2180
SENDER EMAIL:	fenniganj@gmail.com
DATE:	September 29, 2025
RE:	CPRA Request – Californian Mobile Home Estates (Permits, last 2 years)
TOTAL PAGES (incl. cover):	5
NOTES:	URGENT: Provide by Oct 5 if possible; cutoff Oct 6, 2025. Also sending by email

CONFIDENTIALITY NOTICE: This facsimile is intended for the listed recipient. If you received it in error, please notify the sender and destroy the document.

Public Records Request (Urgent – Deadline October 6, 2025)

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com
Date: September 29, 2025

To: City of Calimesa – Building & Safety Division
Attn: Public Records Request
908 Park Avenue
Calimesa, CA 92320
Fax: (909) 795-4399
CC: City Clerk's Office (Public Records)

Subject: California Public Records Act Request – Permits (Californian Mobile Home Estates, 950 California St., Calimesa) – Last 2 Years [URGENT – Deadline October 6, 2025]

Dear Records Clerk,

Pursuant to the **California Public Records Act (Gov. Code § 6250 et seq.)**, I request copies of all **building, construction, and improvement permits** issued in the last two (2) years for **Californian Mobile Home Estates, 950 California St., Calimesa, CA 92320** (including spaces and common areas).

Please include, but do not limit to, permits related to:

1. Renovation, remodeling, or repairs to the **community clubhouse**;
2. Installation of **individual utility meters** at resident mobile homes;
3. **Street paving** or roadway work inside the park;
4. Any other construction, improvement, or repair permits at this location.

For each permit, please provide:
- Permit/application number;
- Issue date and (if applicable) final/close date;
- Description and scope of work;
- Project address/area (clubhouse, space, or common area);
- Contractor/applicant name & license (if available);
- Related inspections or approvals;
- **Estimated valuation or cost of the work, and any fees paid** at issuance or close-out, if available.

Urgent Deadline: All paperwork related to this matter must be submitted by **end of business on October 6, 2025.** To allow sufficient time for review and preparation, I respectfully request **expedited processing** and ask that responsive documents be provided by **October 5, 2025**, if at all possible, and in any event no later than **end of business on October 6, 2025.**

Please provide the records **electronically by email** to **fenniganj@gmail.com**. If portions are exempt, please cite the exemption (Gov. Code § 6255) and release all segregable material. If fees apply, kindly advise before processing.

Thank you for your immediate assistance.

Sincerely,

Donna Johnson
Space 94 – Californian Mobile Home Estates
Phone: (909) 492-2180 | Email: fenniganj@gmail.com

FAX COVER SHEET / Email

TO:	Darlene Gerdes, Deputy City Manager / City Clerk
ATTN:	Public Records Request
FAX:	(909) 795-4399
CC:	Building & Safety Division; File Copy – Donna Johnson
FROM:	Donna Johnson
SENDER PHONE:	(909) 492-2180
SENDER EMAIL:	fenniganj@gmail.com
DATE:	September 29, 2025
RE:	CPRA Request – Californian Mobile Home Estates (Permits, last 2 years)
TOTAL PAGES (incl. cover):	6
NOTES:	URGENT: Date-stamp this request as RECEIVED on Sept 29, 2025. Records mu

Public Records Request (Urgent – Records Needed by October 5, 2025)

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com
Date: September 29, 2025

To: City of Calimesa – Building & Safety Division
Attn: Public Records Request
908 Park Avenue
Calimesa, CA 92320
Fax: (909) 795-4399
CC: Darlene Gerdes, Deputy City Manager / City Clerk (dgerdes@calimesa.gov)

Subject: California Public Records Act Request – Permits (Californian Mobile Home Estates, 950 California St., Calimesa) – Last 2 Years [URGENT – Records Needed by October 5, 2025]

Dear Records Clerk,

Pursuant to the **California Public Records Act (Gov. Code § 6250 et seq.)**, I request copies of all **building, construction, and improvement permits** issued in the last two (2) years for **Californian Mobile Home Estates, 950 California St., Calimesa, CA 92320** (including spaces and common areas).

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Urgent Timeline: All records requested must be provided by **October 5, 2025**, to allow sufficient time for review before the cutoff submission deadline of **October 6, 2025.**

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advise before processing.

Thank you for your immediate assistance.

Sincerely,

Donna Johnson
Space 94 – Californian Mobile Home Estates
Phone: (909) 492-2180 | Email: fenniganj@gmail.com

Email Body Template (Copy & Paste into your email)

Subject: CPRA Request – URGENT (Californian Mobile Home Estates Permits, last 2 years) – Deadline Oct 6, 2025

To: buildingtech@calimesa.net; dgerdes@calimesa.gov
CC: *(optional additional staff)*

Hello Records Clerk,

Pursuant to the **California Public Records Act**, please find my attached CPRA request for the **last two years of permits** for **Californian Mobile Home Estates, 950 California St., Calimesa, CA 92320**, including clubhouse renovations, individual utility meters, and street paving.

Please also include for each permit the **estimated valuation or cost of the work, and any fees paid** at issuance or close-out.

Urgency: All paperwork must be submitted on my end by **end of business Oct 6, 2025.** If possible, please send responsive records by **Oct 5, 2025**, or the earliest available time. Electronic delivery to this email is preferred.

Thank you very much for your prompt assistance.

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com

Outlook

IMPORTANT We need this information and it's not in the clubhouse nor office

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 4:35 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Date: 9/29/25

To:
Peter Wang, Owner/Operator
Californian MHE

From:
Donna Johnson, Resident Representative

Request for Financial Disclosure

Dear Mr. Wang,

Under California MRL §798.30 and Calimesa Ordinance 410, residents are entitled to review the financial records you rely on to justify rent increases or profit claims.

We therefore demand the following documents within 14 days:

- Profit & Loss statements (last 3 years)
- Income and expense records
- Capital improvement costs with proof
- Loan/mortgage information (if used for rent justification)
- Tax filings relied upon in your petition

Failure to provide these records will be considered a violation of resident rights, and we will pursue remedies through the City of Calimesa Rent Stabilization process.

Respectfully,

Donna Johnson
Donna Johnson
Resident Representative

Outlook

IMPORTANT We need this information and it's not in the clubhouse nor office

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 4:35 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

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Report This Email FAQ Protection by INKY

Date: 9/29/25

To:
Peter Wang, Owner/Operator
Californian MHE

From:
Donna Johnson, Resident Representative

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- Loan/mortgage information (if used for rent justification)
- Tax filings relied upon in your petition

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Respectfully,

Donna Johnson
Donna Johnson
Resident Representative

Outlook

Re: CA PUBLIC RECORDS ACT

From Darlene Gerdes <DGerdes@calimesa.gov>
Date Mon 9/29/2025 4:49 PM
To Donna Johnson <fenniganj@gmail.com>

Good Afternoon, Donna,

I have received all of the requests you sent over to myself and the Building & Safety Department for public records for the Californian Mobile Home Park. Please be advised that the City of Calimesa and its Building & Safety Department do not have jurisdiction in the Mobile Home Parks in Calimesa. Mobile Home Parks in Calimesa are governed by the State of California Housing and Community Development and all improvements in the parks are permitted as necessary through HCD. Here is their website link: https://www.hcd.ca.gov/mmh/parks



Mobilehome Parks | California Department of Housing and Community Development

The Mobilehome and Special Occupancy Parks Program develops, adopts, and enforces state regulations for the construction, use, maintenance, and occupancy of privately owned mobilehome and special occupancy parks throughout California, which assure owners,

www.hcd.ca.gov

You will need to request documents/permits, etc. for the park through HCD. You will have to contact them via telephone at: 800-952-8356 or email at: ContactMH-FBH@hcd.ca.gov

Thanks,
Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, September 29, 2025 4:08 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: CA PUBLIC RECORDS ACT

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Email Body Template (Copy & Paste into your email)

Subject: CPRA Request – URGENT (Californian Mobile Home Estates Permits, last 2 years) – Deadline Oct 6, 2025

To: buildingtech@calimesa.net; dgerdes@calimesa.gov
CC: *(optional additional staff)*

Hello Records Clerk,

Pursuant to the **California Public Records Act**, please find my attached CPRA request for the **last two years of permits** for **Californian Mobile Home Estates, 950 California St., Calimesa, CA 92320**, including clubhouse renovations, individual utility meters, and street paving.

Please also include for each permit the **estimated valuation or cost of the work, and any fees paid** at issuance or close-out.

Urgency: All paperwork must be submitted on my end by **end of business Oct 6, 2025**. If possible, please send responsive records by **Oct 5, 2025**, or the earliest available time. Electronic delivery to this email is preferred.

Thank you very much for your prompt assistance.

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com

FAX COVER SHEET / Email

TO:	City of Calimesa – Building & Safety Division
ATTN:	Public Records Request
FAX:	(909) 795-4399
FROM:	Donna Johnson
SENDER PHONE:	(909) 492-2180
SENDER EMAIL:	fenniganj@gmail.com
DATE:	September 29, 2025
RE:	CPRA Request – Californian Mobile Home Estates (Permits, last 2 years)
TOTAL PAGES (incl. cover):	5
NOTES:	URGENT: Provide by Oct 5 if possible; cutoff Oct 6, 2025. Also sending by email

CONFIDENTIALITY NOTICE: This facsimile is intended for the listed recipient. If you received it in error, please notify the sender and destroy the document.

Public Records Request (Urgent – Deadline October 6, 2025)

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com
Date: September 29, 2025

To: City of Calimesa – Building & Safety Division
Attn: Public Records Request
908 Park Avenue
Calimesa, CA 92320
Fax: (909) 795-4399
CC: City Clerk's Office (Public Records)

Subject: California Public Records Act Request – Permits (Californian Mobile Home Estates, 950 California St., Calimesa) – Last 2 Years [URGENT – Deadline October 6, 2025]

Dear Records Clerk,

Pursuant to the **California Public Records Act (Gov. Code § 6250 et seq.)**, I request copies of all **building, construction, and improvement permits** issued in the last two (2) years for **Californian Mobile Home Estates, 950 California St., Calimesa, CA 92320** (including spaces and common areas).

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1. Renovation, remodeling, or repairs to the **community clubhouse**;
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3. **Street paving** or roadway work inside the park;
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For each permit, please provide:
- Permit/application number;
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- Project address/area (clubhouse, space, or common area);
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- Related inspections or approvals;
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Urgent Deadline: All paperwork related to this matter must be submitted by **end of business on October 6, 2025**. To allow sufficient time for review and preparation, I respectfully request **expedited processing** and ask that responsive documents be provided by **October 5, 2025**, if at all possible, and in any event no later than **end of business on October 6, 2025**.

Please provide the records **electronically by email** to **fenniganj@gmail.com**. If portions are exempt, please cite the exemption (Gov. Code § 6255) and release all segregable material. If fees apply, kindly advise before processing.

Thank you for your immediate assistance.

Sincerely,

Donna Johnson
Space 94 – Californian Mobile Home Estates
Phone: (909) 492-2180 | Email: fenniganj@gmail.com

FAX COVER SHEET / Email

TO:	Darlene Gerdes, Deputy City Manager / City Clerk
ATTN:	Public Records Request
FAX:	(909) 795-4399
CC:	Building & Safety Division; File Copy – Donna Johnson
FROM:	Donna Johnson
SENDER PHONE:	(909) 492-2180
SENDER EMAIL:	fenniganj@gmail.com
DATE:	September 29, 2025
RE:	CPRA Request – Californian Mobile Home Estates (Permits, last 2 years)
TOTAL PAGES (incl. cover):	6
NOTES:	URGENT: Date-stamp this request as RECEIVED on Sept 29, 2025. Records mu

Public Records Request (Urgent – Records Needed by October 5, 2025)

Donna Johnson
950 California St., Space 94
Calimesa, CA 92320
Phone: (909) 492-2180
Email: fenniganj@gmail.com
Date: September 29, 2025

To: City of Calimesa – Building & Safety Division
Attn: Public Records Request
908 Park Avenue
Calimesa, CA 92320
Fax: (909) 795-4399
CC: Darlene Gerdes, Deputy City Manager / City Clerk (dgerdes@calimesa.gov)

Subject: California Public Records Act Request – Permits (Californian Mobile Home Estates, 950 California St., Calimesa) – Last 2 Years [URGENT – Records Needed by October 5, 2025]

Dear Records Clerk,

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advise before processing.

Thank you for your immediate assistance.

Sincerely,

Donna Johnson
Space 94 – Californian Mobile Home Estates
Phone: (909) 492-2180 | Email: fenniganj@gmail.com

Outlook

Re: REQUEST LETTER TO PETER WANG

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 12:51 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, there are no Financials in the book we have in the Club House. I don't see where John Rymer pulled permits for the work he has done here.

On Mon, Sep 29, 2025, 11:59 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Good Morning Donna,
>
> The Park Owner was required to put complete copies of the Petition and supporting documents in the Park, and their proof of service states that copies were placed in the Park office; and also, in the clubhouse. You can review his Petition and supporting documentation in one of those two places.
>
> Also, just a reminder that the residents written opposition to the petition is due to my office no later than **5:00 pm on Monday, October 6, 2025.** All residents will be allowed to speak at the public hearing as well. The public hearing date is still pending, but I should have that scheduled very soon. All residents will be notified when the hearing is scheduled.
>
> Thanks,
> Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Monday, September 29, 2025 11:02 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: REQUEST LETTER TO PETER WANG

Good morning Dalene, Donna Johnson here. Please review the letter which I am sending to Peter Wang and you.

Donna Johnson

950 California Street #94
Calimesa, CA 92320

September 29, 2025

Peter Wang
425 N. Whisman Road, #600
Mountain View, CA 94043

Re: Request for Financial Documentation – Rent Increase / Capital Improvement Petition

Dear Mr. Wang,

As the resident representative for [name of the mobilehome park], and pursuant to our rights under the California Mobilehome Residency Law (MRL), including but not limited to Civil Code §798.30 and §798.45, as well as City of Calimesa Ordinance 410, we hereby formally request disclosure of all financial records and supporting documents related to your petition for a rent increase and/or pass-through of capital improvements.

In order to properly evaluate your claim of entitlement to a fair return, we request the following documents covering the past twenty-four (24) months:

Current Rent Roll for all spaces, including occupancy status and rental amounts.

Profit & Loss Statements, showing all income and expenses related to park operation.

Operating Expense Records, including utilities, payroll, landscaping, insurance, licenses, and taxes.

Capital Improvement Documentation, including bids, contracts, invoices, receipts, proof of payment, and any regulatory orders that required such improvements.

Property Tax Statements and Insurance Premiums for the past two years.

Any other documents relied upon to support your petition for increased rents under Ordinance 410.

As you are aware, under both the MRL and Calimesa Ordinance 410, residents are entitled to a fair opportunity to review and respond to any petition for a rent increase. Failure to provide supporting documentation may be grounds to deny the requested increase.

We respectfully request that these documents be made available for inspection and copying within fourteen (14) days of receipt of this letter.

Sincerely,

Donna Johnson

Donna Johnson
Resident Representative

Outlook

REQUEST LETTER TO PETER WANG

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/29/2025 11:02 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good morning Dalene, Donna Johnson here. Please review the letter which I am sending to Peter Wang and you.

Donna Johnson

950 California Street #94
Calimesa, CA 92320

September 29, 2025

Peter Wang
425 N. Whisman Road, #600

Mountain View, CA 94043

Re: Request for Financial Documentation – Rent Increase / Capital Improvement Petition

Dear Mr. Wang,

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We respectfully request that these documents be made available for inspection and copying within fourteen (14) days of receipt of this letter.

Sincerely,

Donna Johnson

Donna Johnson
Resident Representative

Outlook

Re: Representative

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/22/2025 11:56 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Yes Ma'am

On Mon, Sep 22, 2025, 8:45 AM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Ok, great. thanks for letting me know.
>
> Have a good day,
> Darlene
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Monday, September 22, 2025 7:57 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** Representative
>
> Good morning Darlene, Donna Johnson here. Friday evening 9/19/25, I Donna Johnson was unanimously voted in as the "Representative for the residents of Californian MHE" with regards to Peter Wang's pass-thru.

Outlook

Representative

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/22/2025 7:57 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good morning Darlene, Donna Johnson here. Friday evening 9/19/25, I Donna Johnson was unanimously voted in as the "Representative for the residents of Californian MHE" with regards to Peter Wang's pass-thru.

Outlook

Re: Hearing Officer

From Donna Johnson <fenniganj@gmail.com>
Date Wed 9/17/2025 6:00 PM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Will Kolbow <wkolbow@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Sorry Darlene, I thought I read that the Hearing Officer is supposed to meet with both sides, and as he meets with the council, it would be open to the public. You are saying that is not the case.

On Wed, Sep 17, 2025, 5:50 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Good Afternoon, Donna,

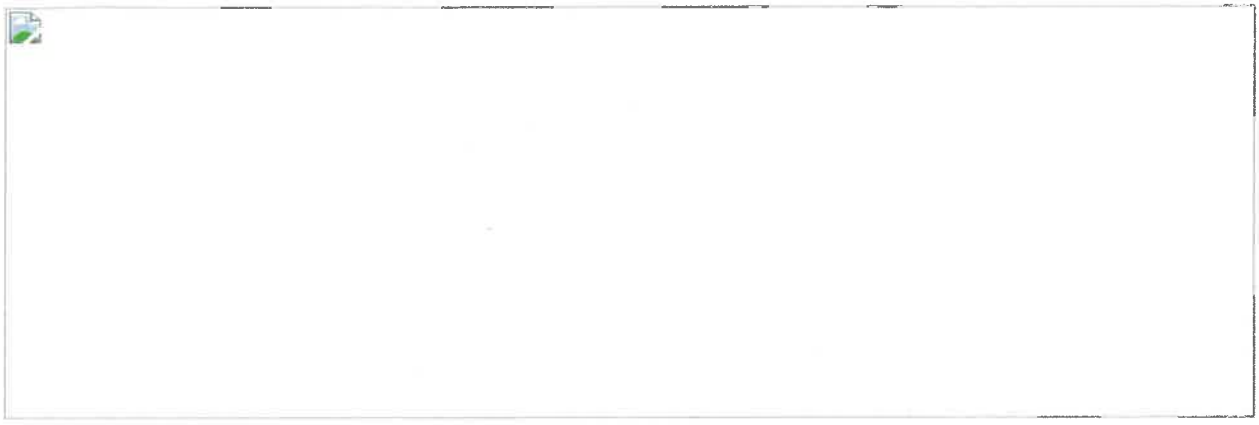
I have been informed by our Hearing Officer Mr. Palacios that you telephoned his office today and left a message for him to contact you regarding the Capital Improvement Petition for the Californian Mobile Home Park. **I cannot advise you enough that you cannot contact the hearing officer in regard to this petition.** He cannot and will not meet with you or speak with you regarding this petition. Please do not contact him again. Please understand that as the resident representative, contacting the hearing officer could jeopardize the hearing process.

As the resident representative for the Californian MHP Residents your focus should be on the residents and your submittal to me as the City's Rent Administrator. Your submittal becomes part of the administrative record for the public hearing. Please remember as well that you are not to speak with any member of the City Council regarding this petition.

If you have questions about the petition and/or the process, you need to contact me. I am the only one that can assist you with your questions and the hearing process.

Sincerely,
Darlene Gerdes

Deputy City Manager/City Clerk
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801, ext. 233
(909) 795-4399 Fax
dgerdes@calimesa.gov



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Outlook

Re: Hearing Officer

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/15/2025 1:08 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

I remember the date, and so does everyone else.
Thank You

On Mon, Sep 15, 2025 at 1:04 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Ok, lucky you. just let me know if it happens. Also, just a reminder that I will need the resident response to the petition no later than 5:00 pm on Monday October 6th.
>
> Thanks,
> Darlene
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Monday, September 15, 2025 12:26 PM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** Re: Hearing Officer
>
> Thank you for the update.
> On Friday, I should be voted in as the Californian resident's Representative.
>
> On Mon, Sep 15, 2025, 12:04 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:
>
> > Good Morning Donna,
> >
> > The hearing officer selected by the City Council is Elio Palacios. He will be the hearing officer for the capital improvement peitition for your park.
> >
> > Darlene
> >
> > ---
> >
> > **From:** Donna Johnson <fenniganj@gmail.com>
> > **Sent:** Monday, September 15, 2025 11:51 AM
> > **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> > **Subject:** Hearing Officer
> >
> > Good morning Darlene, Donna Johnson here. Who is the Hearing Officer?

Outlook

City Ordinance

From Donna Johnson <fenniganj@gmail.com>
Date Wed 9/17/2025 9:07 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Good Morning Darlene, Donna Johnson here. Can you direct me to a city ordinance, or anywhere the following is in writing: Calimesa City Council has a duty/responsibility to make sure Mobile Home Park Owners make a profit?
Thank you,
Donna Johnson

Outlook

Re: Notification

From Donna Johnson <fenniganj@gmail.com>
Date Mon 9/15/2025 12:11 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Ok

On Mon, Sep 15, 2025, 12:06 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> The increases, if approved, would only affect The Californian Mobile Home Park. Therefore, only The Californian residents will receive notice.
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Monday, September 15, 2025 11:58 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** Notification
>
> Darlene, is the City required to send notification of the pass-thru to the residents of the Colonial MHP?

Outlook

Re: Pass-Thru

From Donna Johnson <fenniganj@gmail.com>
Date Thu 6/26/2025 7:49 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Thank U

On Thu, Jun 26, 2025, 4:21 PM Darlene Gerdes <DGerdes@calimesa.gov> wrote:

> Nothing has been received to date.
>
> ---
>
> **From:** Donna Johnson <fenniganj@gmail.com>
> **Sent:** Thursday, June 26, 2025 4:08 PM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** Pass-Thru
>
> Hi Darlene, Donna Johnson here. Did Peter wang resubmit his paperwork?

Outlook

Pass Thru

From Donna Johnson <fenniganj@gmail.com>
Date Tue 6/17/2025 9:20 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. Did Peter Wang fix his paperwork and resubmit it to you?

Outlook

NOT TRUE

From Donna Johnson <fenniganj@gmail.com>
Date Sun 5/4/2025 5:16 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

2 attachments (6 MB)
Document Californian MHE 4 24 2520250504_16562230_0087.jpg; Document Californian MHE Rent Increase 2025 20250504_16585853_0088.jpg;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. Please look at the attached documents. It is not true that a group of residents asked to have the Shuffleboard room changed to a Game Room, (It is not true.) I sent pictures of what is now called the Shuffleboard Room. It isn't a health and safety issue. and we residents never asked for it to be a Game Room. Please look at the attached petition, I emailed Renea Amour. We merely asked to put some things we would enjoy in the existing room. I asked Peter Wang personally, in a meeting, if I could put a ping pong table in there, and someone else asked if we could have a card table in there? Peter Wang responded, "I will supply the cards." Per the old maps, this was always a Game Room. There are no signatures on this survey. Peter Wang asked for a survey of who would like a Shuffleboard Room? He said this during a meeting with we resident's and our attorney. So I sent this survey to show him what we wanted in the room in question.

GSMOL

GOLDEN STATE MANUFACTURED HOME OWNERS LEAGUE

CALIFORNIAN GAME-ROOM SURVEY

6 4TH DAY OF MARCH 2025

SPACE #	E-MAIL ADDRESS	YOUR CHOICE FOR GAMES
92	[illegible] GMail.com	EXERCISE BIKE
103	calimesa@aol.com	Bingo - Ping Pong [illegible]
102		CORN Hole
46	elena92404@yahoo.com	Exercise Equipment
117	leeninabing@SBCGlobal.net	Ping Pong
48	heathercarthers@gmail.com	cornhole, karaoke, poker exercise equip
38	h.alcantar@ydoo.com	
72	beloved610664@gmail	Cornhole, Pingpong, Karaoke, exercise equip, darts
94	dennis@gmail.com	Ping Pong, Puzzle, Cards, Corn Linda Dancing

To all California Mobile Home Estates Residents

March 17, 2025

Subject: Survey/Vote on converting the Shuffleboard Room to a Game Room

The park management has received a request from a group of residents suggesting a change to the existing Shuffleboard Room changing it into a Game Room. We value your input and would like to provide you with the details of this proposal for your consideration.

The proposed Game Room would feature various suggested options, including ping-pong, card tables, cornhole and a few other activities based on suggestions from residents. To move forward with this project, we need your approval through a community vote.

Residents will be voting on the desire and implementation of cost to change the Shuffleboard Room into a Game room.

Here are the key details:

- **Estimated Cost**: The rough estimate for the improvements is approximately $150,000.00. However, this cost could increase depending on the final scope of the improvements.
- **Funding**: The cost would be amortized over 20 years and shared equally among all 130 spaces in the park. This would result in an approximate additional cost of $11.00 per month per space. Please note that this amount could vary based on the final improvement costs.
- **Compliance**: The park will ensure that the new game room complies with all applicable laws and regulations.
- **Voting Process**: Each resident will receive a survey to vote "Yes" or "No" on this proposal. A majority of over 50% "Yes" votes is required to implement the change. Any non-votes will be counted as "No" votes.

Your participation in this decision is important to us. Please take a moment to review this proposal and cast your vote. Please drop off your Survey/Vote, which will be included with this notice, into the Park office by **Monday, March 31, 2025.**

Thank you for your time and consideration.

California Mobile Home Estates Management

Outlook

Missing pages

From Donna Johnson <fenniganj@gmail.com>
Date Thu 5/1/2025 1:56 PM
To Darlene Gerdes <DGerdes@calimesa.gov>; Californian MHE <californianmhecalimesa@gmail.com>; Carriage Trade Manor <ctmyucaipa@yahoo.com>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Donna Johnson here. I reprinted from the flash drive. C-1 thru C-103 printed this time.

I am deeply sorry for the confusion. Please accept my apology.

Outlook

No Health and Safety issue

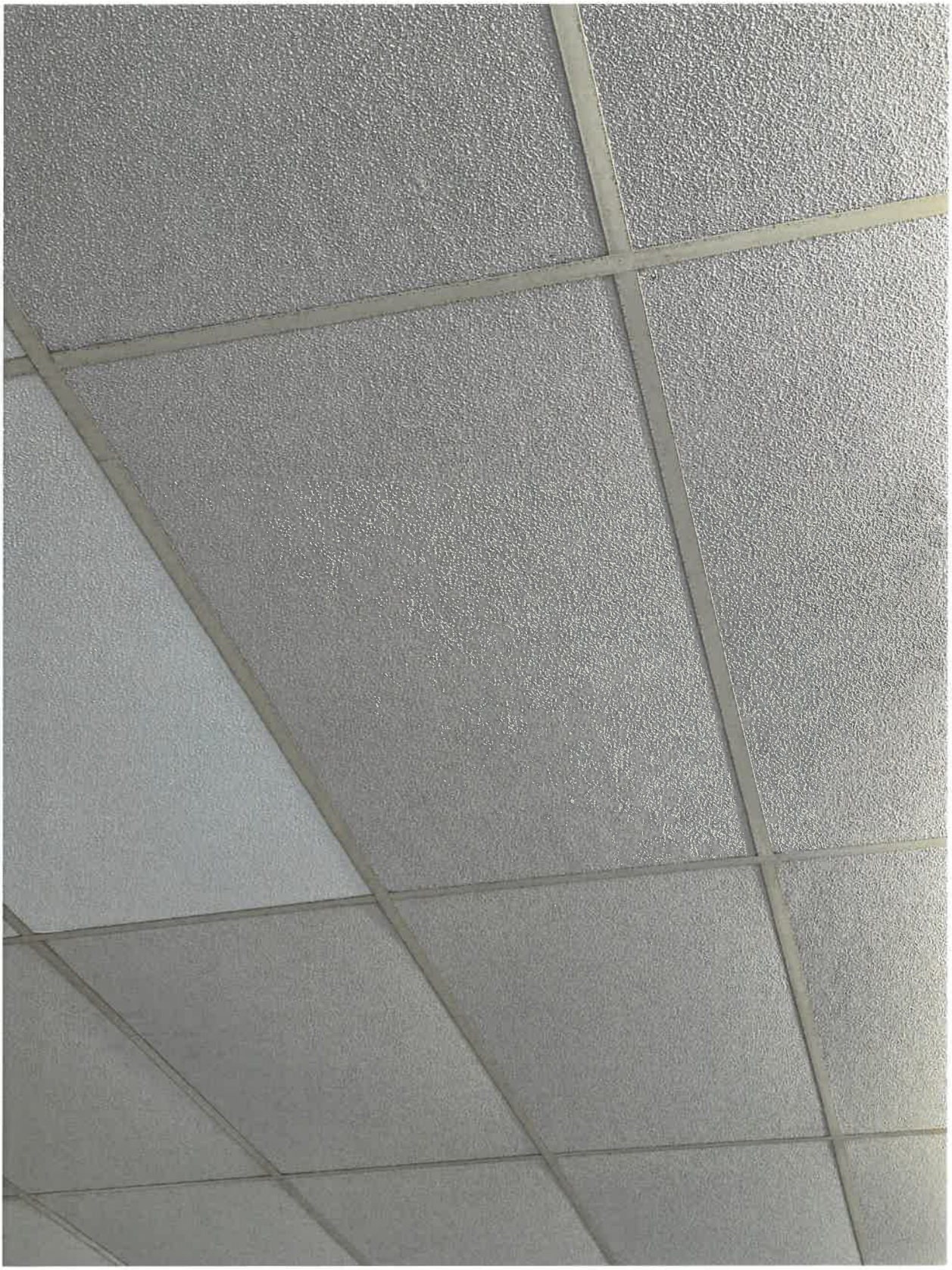
From Donna Johnson <fenniganj@gmail.com>
Date Thu 5/1/2025 11:27 AM
To Darlene Gerdes <DGerdes@calimesa.gov>; al holden <GSMOL.VPareaD@yahoo.com>

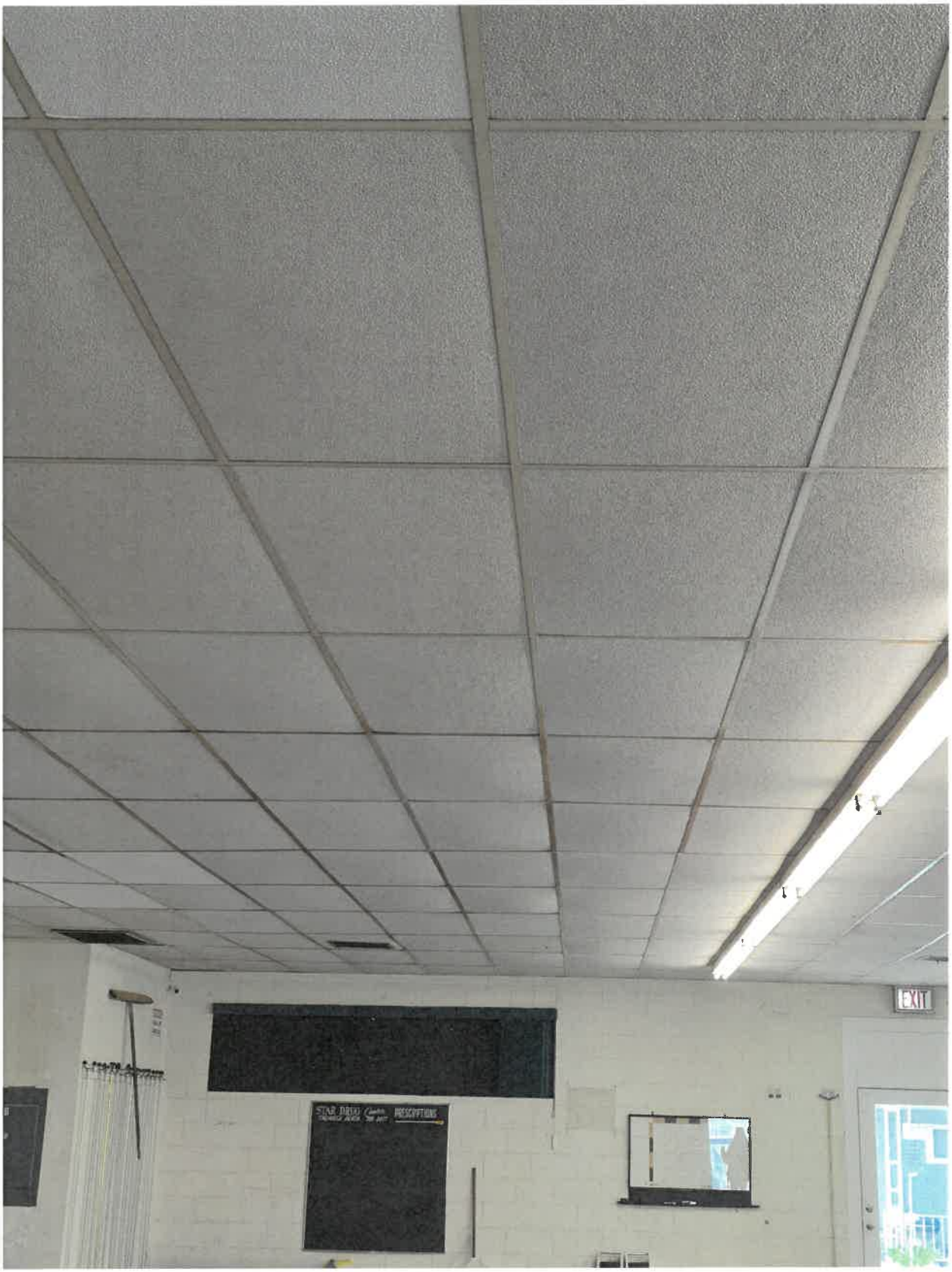
6 attachments (28 MB)
1000002104.jpg; 1000002107.jpg; 1000002103.jpg; 1000002106.jpg; 1000002105.jpg; 1000002092.jpg;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, Donna Johnson here. These photos were taken inside the Shuffleboard/Game Room




EXIT
PRESCRIPTIONS



p



p



p



Outlook

Fwd: Copy

From Donna Johnson <fenniganj@gmail.com>
Date Tue 4/22/2025 2:31 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Darlene, this an email from Renea Amour to Heather Carruthers a park resident.

---------- Forwarded message ---------
From: **Heather Carruthers** <heathercarrthers@gmail.com>
Date: Tue, Apr 22, 2025, 12:42 PM
Subject: Fwd: Copy
To: Donna Johnson <fenniganj@gmail.com>

---------- Forwarded message ---------
From: **Carriage Trade Manor** <ctmyucaipa@yahoo.com>
Date: Tue, Apr 22, 2025, 12:02 PM
Subject: Re: Copy
To: Heather Carruthers <heathercarrthers@gmail.com>

Good morning, Heather.

The office is not obligated to provide you use of our printer or provide you with a copy. As a courtesy the office will go down to Staples and have paper copies printed for you at your cost, which would approximately run about $80.00. The office, as a courtesy will purchase a thumb drive for you at your cost which is about $30.00, or you can provide an unopened, new thumb drive and the office will download a copy on the thumb drive for you.

You may have Darlene contact the CMHE office if she has any questions on this matter.

Regards,

Renea

On Tuesday, April 22, 2025 at 09:31:39 AM PDT, Heather Carruthers <heathercarrthers@gmail.com> wrote:

This will be my last request for a complete copy of the petition and all supporting documents.
This is your petition!

City of Calimesa requires you to provide a copy or a copier to copy.
If you disagree, please contact Darlene at City council for assistance.
Heather Carruthers

Outlook

ANOTHER PIECE TO SURVEY

From Donna Johnson <fenniganj@gmail.com>
Date Mon 3/24/2025 10:57 AM
To Darlene Gerdes <DGerdes@calimesa.gov>; Carriage Trade Manor <ctmyucaipa@yahoo.com>

1 attachment (16 KB)
GSMOLstuff.rtf;

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

Email from Renea Amour to Donna Johnson *changing* the cost of the quote she quoted in prior email.

C **Carriage Trade Manor** Wed, Mar 12, 1:31 PM (4 days ago)

to me

Hello again Donna.

My apologies, but the Park has a revision to the cost estimate for the improvements to change the shuffleboard room into a game room. The cost for this will be closer to $140.000.00, with the amortization over a 20-year period at a cost of $8.50 for all 130 spaces, per space, per month.

Thank you.

Renea

On he maps, the shuffleboard room has been known as a game room until recently changed without tenant's chance to know of the change.

The tenants of the Californian ME *did not request a new or revised game room,* but merely let their type of activities they would like to have in the existing room

Outlook

Re: SURVEY

From Darlene Gerdes <DGerdes@calimesa.gov>
Date Mon 3/24/2025 10:40 AM
To Donna Johnson <fenniganj@gmail.com>; Carriage Trade Manor <ctmyucaipa@yahoo.com>
Cc Will Kolbow <wkolbow@calimesa.gov>

Good Morning Donna,

I need to clarify a couple of things you stated in your email. First of all, I **did not** say that the City had received an application for capital improvement from Mr. Wang. I said that he had made inquiries of the process and indicated his intent to make improvements in the park. He **has not submitted** a capital improvement to the City to date and the City is unaware of what improvements he has made nor what he intends to submit the application for.

Also, pursuant to the Ordinance, he must take a vote for the intended capital improvements and must obtain 51% approval from the residents prior to the completion of the improvements and the submission of a Capital Improvement Application to the City. If he doesn't receive the 51% approval of the project, then he would have to apply for the capital improvement application under health and safety. The costs he includes in the survey are estimates and final costs and amounts passed on to residents would not be final until the capital improvement application process has been completed.

Thank you,
Darlene Gerdes
Deputy City Manager/City Clerk
City of Calimesa

From: Donna Johnson
Sent: Monday, March 24, 2025 10:08 AM
To: Darlene Gerdes; Carriage Trade Manor
Subject: SURVEY

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

March 24, 2025

Darlene Gerdes City Clerk, Calimesa
908 Park Ave.
Calimesa, CA 92320

Outlook

SURVEY

From Donna Johnson <fenniganj@gmail.com>
Date Mon 3/24/2025 10:09 AM
To Darlene Gerdes <DGerdes@calimesa.gov>; Carriage Trade Manor <ctmyucaipa@yahoo.com>

External (fenniganj@gmail.com)

Report This Email FAQ Protection by INKY

March 24, 2025

Darlene Gerdes City Clerk, Calimesa
908 Park Ave.
Calimesa, CA 92320

Renea Amour, Manager at Carriage Trade Manor MHP
12874 California St., Yucaipa, CA 92399

Regarding: Proposed pass thru by Peter Wang

Darlene Gerdes/Renea Amour:
This letter is to inform you both that the nine people who originally wrote their choice of items for the survey pertaining to the game-room (now called shuffleboard room which was changed without the tenant's knowledge), and expressed what they would like to put/have in the above-mentioned room. No one mentioned Peter Wang paying for a new game-room or remodeled room. Peter Wang took it upon himself to start the process of a pass thru, and to take this opportunity to get a pass thru for a new game-room, thus gaining money from the tenants which he couldn't otherwise obtain. The tenant survey simply had three columns: Space number, Email, Choices of item/games which they would like to have in the existing room. Now Peter Wang has gone to the Calimesa City Council via the City Clerk, and he is proposing

approval for a pass thru for a project with no clear estimates or costs identified. He has sent a survey to all the tenants in the Californian ME requesting that they complete his survey and return it within less than 14 days without a meeting with the tenants to inspect and discuss the cover letter and survey. No appropriate posting of the survey and cover letter has taken place, and this isn't compliant with MRL 798.19. Furthermore, The cover letter isn't in agreement with the emails which I, Donna Johnson, received from Renea Amour regarding Peter Wang's game-room plans. The first email exchanged between Renea Amour and myself, Donna Johnson, She asked if I wanted Peter Wang to receive our simple survey which I had emailed to her. I replied, "thank you, that would save me money." Renea Amour sent a corresponding email back to me stating it would require $40, 000 to complete this project, and then I received another email from Renea Amour stating the project would cost $140,000, and she apologized for the change, and then we tenants received a cover letter and survey. The cover letter states: The rough estimate for the project would be $150,000. The letter also states that costs could increase . With Peter Wang's funding the cost for the project would be amortized over 20 years and shared equally among all of the 130 spaces in the park, and it states that the results would be an additional #11.00 or more per month per space. We tenants have not seen any written estimates for this project which we did not ask for. We have no idea how this amount of money would be applied to this project.

Donna Johnson

Donna Johnson, GSMOL President Chapter 420

Please see the next emails with documentation, emails, cover letter, and survey

Reply Forward

To all California Mobile Home Estates Residents

March 17, 2025

Subject: Survey/Vote on converting the Shuffleboard Room to a Game Room

The park management has received a request from a group of residents suggesting a change to the existing Shuffleboard Room changing it into a Game Room. We value your input and would like to provide you with the details of this proposal for your consideration.

The proposed Game Room would feature various suggested options, including ping-pong, card tables, cornhole and a few other activities based on suggestions from residents. To move forward with this project, we need your approval through a community vote.

Residents will be voting on the desire and implementation of cost to change the Shuffleboard Room into a Game room.

Here are the key details:

- **Estimated Cost:** The rough estimate for the improvements is approximately $150,000.00. However, this cost could increase depending on the final scope of the improvements.
- **Funding:** The cost would be amortized over 20 years and shared equally among all 130 spaces in the park. This would result in an approximate additional cost of $11.00 per month per space. Please note that this amount could vary based on the final improvement costs.
- **Compliance:** The park will ensure that the new game room complies with all applicable laws and regulations.
- **Voting Process:** Each resident will receive a survey to vote "Yes" or "No" on this proposal. A majority of over 50% "Yes" votes is required to implement the change. Any non-votes will be counted as "No" votes.

Your participation in this decision is important to us. Please take a moment to review this proposal and cast your vote. Please drop off your Survey/Vote, which will be included with this notice, into the Park office by **Monday, March 31, 2025.**

Thank you for your time and consideration.

California Mobile Home Estates Management

RESIDENTS OF CALIFORNIAN MOBILE HOME ESTATES

Survey Vote on converting the Shuffleboard Room over to a Game Room.

March 17, 2025

After reviewing the attached notice with all pertinent information, including the estimated cost and funding, please turn this page into the office by Monday, March 31, 2025, with your vote. Please don't forget to put your space number and signature on this survey. Thank you!!

One vote only, per space.

SPACE # _____ **SIGNATURE** _____

YES_____

NO _____

Outlook

Re: Public Records Request regarding Mobile Home Rent Stabilization and its monthly fee

From Donna Johnson <fenniganj@gmail.com>
Date Thu 12/14/2023 8:28 PM
To Darlene Gerdes <DGerdes@cityofcalimesa.net>

1 attachment (52 KB)
image002.png;

Thank you Darlene, I appreciate your time, consideration, and the information. Merry Christmas and Happy New Year.

On Thu, Dec 14, 2023, 4:33 PM Darlene Gerdes <DGerdes@cityofcalimesa.net> wrote:

> Good Afternoon Ms. Johnson,
>
> This is in response to the Public Records Request you submitted asking for information regarding the Mobile Home Rent Stabilization fee that all MHP residents are charged monthly. I have attached for you a copy of the Mobile Rent Stabilization Ordinance and Fee Resolution No. 2011-40 adopting a monthly Mobile Home Rent Stabilization Fee that is paid by the park owner to the City and ½ of the fee is passed on to each rent-controlled space in the park. This fee was established to provide funds to the City to pay for the costs of administering the Mobile Home Rent Stabilization Program, such as paying for staff time when rent control issues, questions and potential applications for increases are brought by park residents or owners to the City's rent administrator for review and consideration. The rent control monthly fee is common practice in City's with Mobile Home Rent Stabilization programs.
>
> I trust this provides the clarification you were seeking. If you have further questions, please do not hesitate to contact my office.
>
> Sincerely,
>
> Darlene Gerdes
>
> Deputy City Manager/City Clerk
>
> City of Calimesa
>
> 908 Park Avenue

Calimesa, CA 92320

(909) 795-9801, ext. 233

(909) 795-4399 Fax

dgerdes@cityofcalimesa.net

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Outlook

Re: Mobile Home Residency

From Donna Johnson <fenniganj@gmail.com>
Date Wed 11/1/2023 10:30 AM
To Darlene Gerdes <DGerdes@cityofcalimesa.net>

Thank you for your time and attention to this matter.
Donna Johnson

On Wed, Nov 1, 2023 at 10:18 AM Darlene Gerdes <DGerdes@cityofcalimesa.net> wrote:

> Good Moring Ms. Johnson,
>
> Thank you for your email. The agenda for the next City Council meeting has already been set. You are welcome to come and speak during public comment. Also, please be advised that items are placed on the agenda by the approval of the Mayor and City Manager. I will reach out to them regarding your request for a future agenda.
>
> Thanks, have a good day,
>
> Darlene

From: Donna Johnson <fenniganj@gmail.com>
Sent: Wednesday, November 1, 2023 9:46 AM
To: Darlene Gerdes <DGerdes@cityofcalimesa.net>
Subject: Mobile Home Residency

The park management and owners **should allocate sufficient funds for regular maintenance and upgrades of essential infrastructure. Implementing a comprehensive inspection of maintenance schedule can help identify and address issues**

proactively preventing more significant problems down the line. NOT RESIDENT'S RESPONSIBILITY.
Darlene, can you have "Affordable Housing in Calimesa" added to the upcoming City Council Agenda?
Respectfully,

Donna Johnson

Donna Johnson: President - GSMOL Chapter #42

Outlook

Mobile Home Residency

From Donna Johnson <fenniganj@gmail.com>
Date Wed 11/1/2023 9:46 AM
To Darlene Gerdes <DGerdes@cityofcalimesa.net>

The park management and owners **should allocate sufficient funds for regular maintenance and upgrades of essential infrastructure. Implementing a comprehensive inspection of maintenance schedule can help identify and address issues proactively preventing more significant problems down the line. NOT RESIDENT'S RESPONSIBILITY.**
Darlene, can you have "Affordable Housing in Calimesa" added to the upcoming City Council Agenda?
Respectfully,

Donna Johnson

Donna Johnson: President - GSMOL Chapter #42

Outlook

Modification of Californian MHP Temporary Rent Increase Petition

From Mark Alpert <malpert@beamlaw.net>
Date Wed 11/26/2025 9:50 AM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc fenniganj@gmail.com <fenniganj@gmail.com>; Elio Palacios, Jr. <Elio@PalaciosLawOffice.com>

1 attachment (1 MB)
Californian MHP Modific of Temporary Increase.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Gerdes,

Attached is our letter modification of the Petition for Temporary Rent Increase based on increased expenses. I would appreciate confirmation of receipt.

Happy Thanksgiving to you and yours!

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

November 26, 2025

Via Email Only
c/o Ms. Darlene Gerdes
Rent Administrator
City of Calimesa
908 Park Ave
Calimesa, CA 92320

Re: Californian MHP – Petition For Temporary Increase

Dear Ms. Gerdes,

You indicated that Petitioner could modify its temporary fee request based on a separate letter to the City. That is the purpose of this letter.

As you know, the City recently requested that Petitioner deposit the estimated cost of the public hearing in the amount of $22,854.15, which the Petitioner has done.

The Petition For Temporary rent increase submitted by Petitioner was based on a total estimate of fees and costs of $14,991.00. This included legal fees and prior City fees incurred through March 18, 2024, plus an estimate of an additional 10 hours of time. Based on the review of my billing records, Petitioner has already actually incurred at least 16.2 additional hours of time through October 2025. I will submit my additional billing in advance of the hearing. Given the issues raised by the residents, I estimate I will incur an additional 15 hours of time preparing for and attending the hearing.

Our estimated legal fees are therefore increased by 21.2 hours for a cost of $7,950.50. With the cost estimate from the City of $22,854.15, the total amount of increase in fees and costs is $30,804.5. Adding this amount to our initial estimate of $14991.00, brings the total estimated fees and costs to $45,795.50. More than half of this cost comes directly from fees imposed by the City.

Per the Ordinance, this cost is amortized over a period of five years, with interest at 8.5 percent. Applying this amortization, the residents would pay a total of $56,373.89 over a period of five years.

Based on these additional costs, the requested temporary increase is increased to $7.23 a month for a period of five year. [56,373.89 /5 years/12 months/130 spaces = $7.227]

We request that our pending Petition for a temporary rent increase be modified to seek a temporary rent increase of $7.23 for a period of five years.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA

Cc: Elio Palacios (Hearing Officer, via email:, Elio@PalaciosLawOffice.com)

Resident Representative Donna Johnson (via email: fenniganj@gmail.com)

Outlook

Re: December 9 Hearing

From Mark Alpert <malpert@beamlaw.net>
Date Wed 11/19/2025 3:17 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thank you!
Sent from my iPhone

On Nov 19, 2025, at 3:22 PM, Darlene Gerdes <DGerdes@calimesa.gov> wrote:

My apologies. Please see attached notice.

Let me know if you have anything else

Darlene

From: Mark Alpert <malpert@beamlaw.net>
Sent: Wednesday, November 19, 2025 10:47 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: Re: December 9 Hearing

Thank you. I don't believe we received a revised notice of the hearing. Can you provide?
Thank you!

Sent from my iPhone

On Nov 19, 2025, at 10:35 AM, Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Good Morning Mr. Alpert,

The hearing will be held next door to City Hall in the Norton Younglove Senior Center building at 908 Park Avenue, Calimesa. We will have an area available

for the court reporter to set up.

Yes, there will be a designated table for the Park Owner and Representatives with a microphone and one for the park resident representatives.

There will be a podium with a microphone as well, that will be for those speaking during public comment. You are also welcome to stand at the podium and speak if you so desire.

I have received the requested fees from Mr. Wang. A letter from you will suffice for updating your temporary rent increase petition to include the additional deposit costs.

Let me know if you have any further questions or need anything else.

Have a good day,
Darlene Gerdes

From: Mark Alpert <malpert@beamlaw.net>
Sent: Wednesday, November 19, 2025 8:43 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: December 9 Hearing

Ms. Gerdes,

Regarding the December 9, 2025 hearing. I did not see the location mentioned. Will the hearing be at City Hall.

We plan to have a court reporter available. I would appreciate a table available with a microphone so that I can ask witnesses questions and/or object.

You should have received or will soon receive the requested fees. We wish to update our temporary rent increase Petition to include such costs. Would a letter to you suffice for that purpose, provided, of course,
It is copied to the resident representative.

Thanks

Mark Alpert

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

<10-28-2025 - Rescheduled hearing notice.pdf>

Outlook

Re: December 9 Hearing

From Mark Alpert <malpert@beamlaw.net>
Date Wed 11/19/2025 10:47 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thank you. I don't believe we received a revised notice of the hearing. Can you provide?
Thank you!

Sent from my iPhone

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>
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>
> There will be a podium with a microphone as well, that will be for those speaking during public comment. You are also welcome to stand at the podium and speak if you so desire.
>
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>
> Let me know if you have any further questions or need anything else.
>
> Have a good day,
> Darlene Gerdes
>
> ---
>
> **From:** Mark Alpert <malpert@beamlaw.net>
> **Sent:** Wednesday, November 19, 2025 8:43 AM
> **To:** Darlene Gerdes <DGerdes@calimesa.gov>
> **Subject:** December 9 Hearing

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We plan to have a court reporter available. I would appreciate a table available with a microphone so that I can ask witnesses questions and/or object.

You should have received or will soon receive the requested fees. We wish to update our temporary rent increase Petition to include such costs. Would a letter to you suffice for that purpose, provided, of course,
It is copied to the resident representative.

Thanks

Mark Alpert

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Outlook

December 9 Hearing

From Mark Alpert <malpert@beamlaw.net>
Date Wed 11/19/2025 8:43 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Ms. Gerdes,

Regarding the December 9, 2025 hearing. I did not see the location mentioned. Will the hearing be at City Hall.

We plan to have a court reporter available. I would appreciate a table available with a microphone so that I can ask witnesses questions and/or object.

You should have received or will soon receive the requested fees. We wish to update our temporary rent increase Petition to include such costs. Would a letter to you suffice for that purpose, provided, of course, It is copied to the resident representative.

Thanks

Mark Alpert

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Outlook

Response To Second Document Demand

From Mark Alpert <malpert@beamlaw.net>
Date Thu 10/23/2025 9:43 AM
To fenniganj@gmail.com <fenniganj@gmail.com>
Cc Elio Palacios, Jr. <Elio@PalaciosLawOffice.com>; Darlene Gerdes <DGerdes@calimesa.gov>; Peter Wang <pwang2342@gmail.com>

1 attachment (2 MB)
Response To Second Resident Document Demand.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Johnson,

Attached is our response to your second demand for records. Please confirm receipt of this email.

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

October 23, 2025

VIA EMAIL/ fennigan@gmail.com

Ms. Donna Johnson
Resident Representative
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Johnson,

As you know from my prior letter, I represent Californian MHP ("Park") in the above-entitled matter. You have, once again, written the park requesting certain records. Such correspondence should be directed to me, as I am the attorney representing the park owner. As with your prior letter, you are demanding records without legal authority, which are irrelevant or have already been given to you.

As you know, the Park has submitted a Petition for a rent increase based on specified Capital Improvements. The Petition is supported by extensive financial documentation provided to the City. The City has determined that the Petition is complete. You have a complete copy of Petition and supporting documents. There is no provision in the Ordinance authorizing you to demand additional records. You cite Section "9.05.0090" of the Ordinance (actually Section 9.05.090) and the Mobilehome Residency Law ("MRL") (Sections 798.30 et seq.) for support. They provide no such support.

Section 9.09.090 of the Ordinance addresses capital improvement rent increases. It has no provision authorizing residents to demand records. The City manager reviews the Petition and determines whether the applicant has provided all the documents necessary to support the requested increase. (See Subsection G). That process has been completed in this case. The Ordinance authorizes any interested person to " . . . respond or object to the petition . . . by filing a written response or protest . . ." (Subsection M) You have submitted such a response. There is no provision authorizing the residents or any other party to demand additional records.

You again cite Section "798.30 et seq" of the MRL as support for your request. Section 798.30 is the provision requiring the park owner to provide 90 days' notice of a rent increase. It is irrelevant. As to the "et seq" we can only guess what other sections of the extremely long MRL you are referencing. There is no section authorizing the records request you are making.

In addition, even assuming the residents had some implied right to request additional records, there is no justification for the request you are making. Reqs. 1-5 are for private financial records irrelevant to the Petition. Petitioner is not seeking a generalized rent increase based on whether the park is earning a "fair return." The only financial information relevant to this proceeding is the cost of the capital improvements, which has already been documented. Thus, these invasive financial inquiries cannot be justified.

Reqs. 6 and 7 seek records already submitted to the City. Apparently, you have not reviewed our submissions and limited your request to records you claim are missing. Instead, Req. 6 demands "complete receipts/invoices." This overbroad, burdensome demand cannot be justified even if residents had some kind of discovery right. If you think some records are missing, you were free to point that out in your opposition. Simply demanding every receipt and invoice cannot be justified. Req. 7 asks for "capital improvement records." It is unclear what this request means, but, again, we have submitted substantial documentation to the City regarding the nature of the capital improvements constructed. Again, you have not attempted to limit your request to specific items that you contend were not included in the park owner's submissions to the City.

In short, you have failed to demonstrate any justification for making an extremely invasive and burdensome request for additional financial records and you do not have any legal authority under the MRL or the rent control ordinance for making these demands. Thus, we decline to provide any of the materials you are demanding.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

Cc: Darlene Gerdes, Elio Palacios, Peter Wang (via email)

Outlook

Re: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

From Mark Alpert <malpert@beamlaw.net>
Date Thu 10/23/2025 9:04 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thank you!
Sent from my iPhone

On Oct 23, 2025, at 8:56 AM, Darlene Gerdes <DGerdes@calimesa.gov> wrote:

Certainly, here you go
Elio@PalaciosLawOffice.com

Get Outlook for iOS

From: Mark Alpert <malpert@beamlaw.net>
Sent: Thursday, October 23, 2025 9:50:25 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: RE: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

Ms Gerdes,

May I have Mr. Palacious' email so I can copy him on my client's response to the resident demand for records?

Thanks

Mark

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Wednesday, October 22, 2025 6:15 PM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

Thank you, Mark. I will get the revised notice of public hearing out to all on Monday when I return to the office.

Darlene

From: Mark Alpert <malpert@beamlaw.net>
Sent: Tuesday, October 21, 2025 2:16 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: RE: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

Sorry for the delay. The delay is disappointing but December 9, 2025 is available.

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Wednesday, October 15, 2025 12:25 PM
To: Mark Alpert <malpert@beamlaw.net>; Donna Johnson <fenniganj@gmail.com>
Cc: Amy Greyson <agreyson@rwglaw.com>; Will Kolbow <wkolbow@calimesa.gov>
Subject: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

Good Afternoon, Park Owner and Park Resident Representatives of Californian Mobile Estates Calimesa:

As you know, the City of Calimesa previously scheduled a hearing date of November 10, 2025 for the hearing officer to conduct a hearing on the Petition for Capital Improvement Rent Increase and Petition for Temporary Rent Increase for Hearing Costs (collectively "Petition") filed by park owner, Californian Mobile Estates Calimesa, L.P., for Californian Mobile Estates (the "Park").

Recently, the City determined that there was a defect in the publication of the summary of Ordinance No. 410, which amended the hearing procedures, and as a result, the City will need to re-adopt the Ordinance at second reading and republished as required by California law. This matter will be heard for second reading at the October 20, 2025, City Council meeting, and upon its adoption, the updated ordinance will be effective thirty days thereafter. As such, the hearing date on the Petition will need to be rescheduled to a later date after the new ordinance effective date.

The Hearing Officer, Elio Palacios, Esq., has advised the City that he is available for hearing on **Tuesday, December 9, 2025, at 9:00 a.m.** to conduct the rescheduled hearing.

Please let me know by Monday, October 20, 2025, whether you are available to attend the hearing on the Petition on December 9, 2025. If not, please provide your available dates.

Upon determining the new hearing date, the City will send out a Revised Notice of Public Hearing.

Please direct all communications to Darlene Gerdes, Deputy City Clerk/Rent Administrator, at dgerdes@calimesa.gov.

We apologize for any inconvenience.

Sincerely,

Darlene Gerdes

Deputy City Manager/City Clerk

City of Calimesa

908 Park Avenue

Calimesa, CA 92320

(909) 795-9801, ext. 233

(909) 795-4399 Fax

dgerdes@calimesa.gov

<image001.png>

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

Outlook

RE: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

From Mark Alpert <malpert@beamlaw.net>
Date Tue 10/21/2025 2:16 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Sorry for the delay. The delay is disappointing but December 9, 2025 is available.

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Wednesday, October 15, 2025 12:25 PM
To: Mark Alpert <malpert@beamlaw.net>; Donna Johnson <fenniganj@gmail.com>
Cc: Amy Greyson <agreyson@rwglaw.com>; Will Kolbow <wkolbow@calimesa.gov>
Subject: Californian Mobile Estates Capital Improvement Petition - Public Hearing Date

Good Afternoon, Park Owner and Park Resident Representatives of Californian Mobile Estates Calimesa:

As you know, the City of Calimesa previously scheduled a hearing date of November 10, 2025 for the hearing officer to conduct a hearing on the Petition for Capital Improvement Rent Increase and Petition for Temporary Rent Increase for Hearing Costs (collectively "Petition") filed by park owner, Californian Mobile Estates Calimesa, L.P., for Californian Mobile Estates (the "Park").

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The Hearing Officer, Elio Palacios, Esq., has advised the City that he is available for hearing on **Tuesday, December 9, 2025, at 9:00 a.m.** to conduct the rescheduled hearing.

Please let me know by Monday, October 20, 2025, whether you are available to attend the hearing on the Petition on December 9, 2025. If not, please provide your available dates. Upon determining the new hearing date, the City will send out a Revised Notice of Public Hearing.

Please direct all communications to Darlene Gerdes, Deputy City Clerk/Rent Administrator, at dgerdes@calimesa.gov.

We apologize for any inconvenience.

Sincerely,

Darlene Gerdes

Deputy City Manager/City Clerk
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801, ext. 233
(909) 795-4399 Fax
dgerdes@calimesa.gov



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Outlook

RE: Response To Tenant Request For Documents -- Californian Capital Improvement Petition

From Mark Alpert <malpert@beamlaw.net>
Date Tue 9/30/2025 1:23 PM
To Darlene Gerdes <DGerdes@calimesa.gov>; fenniganj@gmail.com <fenniganj@gmail.com>
Cc Peter Wang <pwang2342@gmail.com>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thank you!

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Tuesday, September 30, 2025 1:22 PM
To: Mark Alpert <malpert@beamlaw.net>; fenniganj@gmail.com
Cc: Peter Wang <pwang2342@gmail.com>
Subject: Re: Response To Tenant Request For Documents -- Californian Capital Improvement Petition

Good Afternoon Mr. Alpert,

I am confirming receipt of your letter and will provide in the record to the hearing officer.

Thanks,
Darlene Gerdes

From: Mark Alpert <malpert@beamlaw.net>
Sent: Tuesday, September 30, 2025 12:24 PM
To: fenniganj@gmail.com <fenniganj@gmail.com>
Cc: Darlene Gerdes <DGerdes@calimesa.gov>; Peter Wang <pwang2342@gmail.com>
Subject: Response To Tenant Request For Documents -- Californian Capital Improvement Petition

Dear Ms. Johnson,

Attached is my letter responding to your request for documents. Please confirm receipt.

Ms. Gerdes,

Please confirm receipt. We request that you provide this letter to the Hearing Officer so that he has a complete record.

Mark Alpert

Mark Alpert

Of Counsel

Gregory Beam & Associates, Inc

Cell: 714-299-6081

Office: 949-598-5800

Outlook

Response To Tenant Request For Documents -- Californian Capital Improvement Petition

From Mark Alpert <malpert@beamlaw.net>
Date Tue 9/30/2025 12:25 PM
To fenniganj@gmail.com <fenniganj@gmail.com>
Cc Darlene Gerdes <DGerdes@calimesa.gov>; Peter Wang <pwang2342@gmail.com>

1 attachment (3 MB)
Signed Letter To Tenant Respresentative.doc.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Johnson,

Attached is my letter responding to your request for documents. Please confirm receipt.

Ms. Gerdes,

Please confirm receipt. We request that you provide this letter to the Hearing Officer so that he has a complete record.

Mark Alpert

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

September 30, 2025

VIA EMAIL/ fenniganj@gmail.com

Ms. Donna Johnson
Resident Representative
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Johnson,

As you may know, I represent Californian MHP ("Park") in the above-entitled matter. I was provided a copy of your email of September 29, 2025 in which you requested certain financial information from the park owner, asserting "residents are entitled to review the financial records you rely on to justify rent increases or profit claims."

As you know, the Park has submitted a Petition for a rent increase based on certain Capital Improvements. That Petition was supported by extensive financial documentation provided to the City. The City has determined that the Petition is complete. I understand you have been provided a complete copy of Petition and supporting documents. Thus, you have all the financial information supporting the Petition.

You request all manner of private financial information, including three years of profit and loss statements and confidential tax filings, none of which is relevant to the Petition. This Petition is based on capital expenditures. It is not a "fair return" Petition which raises issues relevant to the Park's overall returns. You have not identified any particular matter or factual question which is not addressed in the hundreds of pages you have already received.

You cite Section 798.30 of the Mobilehome Residency Law and "Calimesa Ordinance 410" as support for your request. Section 798.30 is the provision requiring the park owner to provide 90 days' notice of a rent increase. It is irrelevant. Your reference to the entire rent control ordinance is too broad to address. Based on my review of the Ordinance, I found no provision authorizing any resident to demand financial records from the Petitioner.

In short, you have failed to demonstrate any justification for making an extremely invasive and burdensome request for additional financial records and you do not have any legal

authority under the MRL or the rent control ordinance for making these demands. Thus, we decline to provide any of the materials you are demanding.

We want to make sure the Hearing Officer is made aware of your request and the Park's response. Thus, I am "cc'ing" the Calimesa City Clerk and attaching a copy of your email so that it will be included in the City of Calimesa records for the hearing.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

Cc: Darlene Gerdes, Peter Wang (via email)

Mark Alpert

From: Peter Wang <pwang2342@gmail.com>
Sent: Tuesday, September 30, 2025 9:31 AM
To: Mark Alpert
Subject: Fwd: FINANCIALS

---------- Forwarded message ---------
From: **Californian MHE** <californianmhecalimesa@gmail.com>
Date: Tue, Sep 30, 2025 at 9:23 AM
Subject: Fwd: FINANCIALS
To: Peter Wang <pwang2342@gmail.com>

Mark:
Please advise.

Peter
Hi Peter.

This message didt forward in the first email.

Kathy

---------- Forwarded message ---------
From: **Donna Johnson** <fenniganj@gmail.com>
Date: Mon, Sep 29, 2025 at 4:40 PM
Subject: FINANCIALS
To: Californian MHE <californianmhecalimesa@gmail.com>

Kathy, Donna Johnson here. As the "Resident Representative," I need Peter Wang's Financials for this park.

Thank you,
Donna Johnson

Request for Financial Disclosure

Dear Mr. Wang,

Under **California MRL §798.30** and **Calimesa Ordinance 410**, residents are entitled to review the financial records you rely on to justify rent increases or profit claims.

We therefore demand the following documents within **14 days**:

- Profit & Loss statements (last 3 years)
- Income and expense records
- Capital improvement costs with proof
- Loan/mortgage information (if used for rent justification)
- Tax filings relied upon in your petition

Failure to provide these records will be considered a violation of resident rights, and we will pursue remedies through the City of Calimesa Rent Stabilization process.

Respectfully,

Donna Johnson
Resident Representative

Outlook

RE: Notice of Complete Petition - The Californian Mobile Home Estates Capital Improvement and Temporary Increase Petition

From Mark Alpert <malpert@beamlaw.net>
Date Thu 9/11/2025 9:05 AM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Amy Greyson <agreyson@rwglaw.com>; Peter Wang <pwang2342@gmail.com>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Ms. Gerdes,

November 10, 2025 is fine. Can you advise who the hearing officer is?

Please advise what process the City has utilized in selecting a hearing officer. The applicant reserves the right to assert due process/bias objections regarding the selection process and the selected hearing officer and agreeing to the hearing date should not be construed as waiving such objections. Thank you for your attention to this matter.

Mark Alpert

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Thursday, September 4, 2025 5:27 PM
To: Mark Alpert <malpert@beamlaw.net>
Cc: Amy Greyson <agreyson@rwglaw.com>
Subject: Notice of Complete Petition - The Californian Mobile Home Estates Capital Improvement and Temporary Increase Petition

Good Afternoon Mr. Alpert,

Attached please find the following: (also mailed out via USPS September 4, 2025)

Notice of Complete Petition dated September 4, 2025
Copy of Notice to Residents of Complete Petition
Proof of Mailing of petition to the residents

Also attached and included in the mailing are the Mobile Home Rent Stabilization Ordinance and Administrative Rules recently updated to remove the Mobile Home Rent Stabilization Board and replace with a Hearing Officer. The Ordinance became effective June 5, 2025, and the Rules became effective July 21, 2025.

Ordinance No. 410 (Mobile Home Rent Stabilization Ordinance)
Resolution No. 2025-36 (Administrative Rules)

Sincerely,

Darlene Gerdes

Deputy City Manager/City Clerk
City of Calimesa
908 Park Avenue
Calimesa, CA 92320
(909) 795-9801, ext. 233
(909) 795-4399 Fax
dgerdes@calimesa.gov



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Outlook

FW: Proof of Service Notice

From Mark Alpert <malpert@beamlaw.net>
Date Wed 8/13/2025 10:12 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

1 attachment (3 MB)
Scan_20250813.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Ms. Gerdes,

Attached is a notice we sent to the affected residents and proof of service.
Thanks
Mark

Californian Mobile Home Estates
950 California St.
Calimesa, CA 92320

August 11, 2025

Dear Residents,

Re: Capital Improvement Rent Increase Petition

We have previously advised you of the Capital Improvement Rent Increase Petition we have submitted to the City of Calimesa and advised you that you can review a copy of the Petition at the park office and park clubhouse. We are writing to give you notice that we have made two additional submissions to the city in support of the Petition and you can review a copy of the additional materials in the park office and the parks clubhouse.

Sincerely,

Californian Mobile Home Estates
Katherine Dittes - Manager

PROOF OF SERVICE

I, the undersigned, declare:

That I am over eighteen (18) years of age, that my address is,
950 California St. Calimesa, CA 92320

That I served a Petition for Change of Unit Designation

Addressed to Tenant(s): All Residential Spaces 1-130
950 California St.
Calimesa, CA 92320

in the following manner:

(X) 1. At 12pm o'clock .m. on the 12th day of August, 20 25, I delivered and left with Residents Tubes a true copy of said document.

( ) Although I personally served a tenant on behalf of all other tenants, I gave to said tenant _____ additional copy/copies of the notice for the other tenant(s) and, thereafter mailed a copy of the notice, first class, postage prepaid to Spaces 48, 60, 75, 94, 100, 120, 7110, 72. _____ and _____ at those premises.

( ) 2. Although I made a reasonable attempt to find the tenant(s) at home, I was unable to do so. Therefore, I handed the Notice to a person of suitable age and discretion at the tenant's residence located at _____ on _____, 20____, the tenant(s) being absent from his/her residence.

Thereafter, I mailed a true copy to the tenant(s) and other adult residents by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named tenant(s) and residents at his/her/their place of residence in the community on _____, 20____.

( ) 3. Although I made a reasonable attempt to find first the tenant(s) and then a person of suitable age and discretion at _____, I was unable to do so. Therefore, I posted the Notice in a conspicuous place at those premises on _____, 20____. .

Thereafter, I mailed a true copy of the tenant(s) and other adult residents by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named tenant(s) and resident(s) at those premises on August 12, 20 25.

Since the HCD Registration Form or other official State ownership documentation indicated a legal owner and/or junior lienholder whose name was different from that of the registered owner(s), I mailed a true copy of the Notice named above by certified mail, return receipt requested, to:

Legal Owner
Address

Date Mailed

Since the HCD Registration Form or other official State ownership documentation indicated a registered owner(s) who was/were other than the tenant(s) named above, I mailed a true copy of the Notice named above by certified mail, return receipt requested, to:

Registered Owner
Address

Date Mailed

As a courtesy, a copy of the Notice was also mailed by first class mail, postage prepaid to:

Date Mailed

I declare under penalty of perjury that the foregoing is true and correct, and if called as a witness to testify thereto, I could do so competently.

Executed on August 12 20 25 at Calimesa, California.

Owner/Agent

Katherine Dillon
(Manager)

Outlook

RE: email yesterday re: Californian supplemental response

From Mark Alpert <malpert@beamlaw.net>
Date Tue 8/12/2025 9:12 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thank you!

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Tuesday, August 12, 2025 9:11 AM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: email yesterday re: Californian supplemental response

Good Morning Mr. Alpert.

My apologies, I was out of the office yesterday. Yes, I am in receipt of your second supplemental response you submitted via email.

Thank you,
Darlene Gerdes
Deputy City Manager/City Clerk
City of Calimesa

From: Mark Alpert <malpert@beamlaw.net>
Sent: Tuesday, August 12, 2025 9:05 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: email yesterday re: Californian supplemental response

Dear Ms. Gerdes,

I sent you an email yesterday with the second supplemental response of Californian MHP. I requested confirmation of receipt, but did not receive confirmation. Can you confirm you received yesterday's email?

Thanks

Mark Alpert

Mark Alpert

Of Counsel

Gregory Beam & Associates, Inc

Cell: 714-299-6081

Office: 949-598-5800

Outlook

Response to July 30 Incomplete Letter

From Mark Alpert <malpert@beamlaw.net>
Date Mon 8/11/2025 6:48 AM
To Darlene Gerdes <DGerdes@calimesa.gov>
Cc Sandra Beck <sbeck@beamlaw.net>

1 attachment (7 MB)
Letter and Attachment To Gerdes.pdf;

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Gerdes,

Attached please find Petitioner's response to the July 20, 2025 incomplete letter. Please confirm receipt.

Thanks

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Law Offices of
Gregory Beam & Associates, Inc.
25201 Paseo de Alicia
Suite 105
Laguna Hills, California 92653
(949) 598-5800
Facsimile: (949) 598-5815

August 11, 2025

Via Email Only
Calimesa Mobilehome Rent Stabilization Board
c/o Ms. Darlene Gerdes
Rent Administrator
City of Calimesa
908 Park Ave
Calimesa, CA 92320

Re: Californian MHP – Petition For Capital Improvement and Temporary Increase

Dear Ms. Gerdes,

This letter is in response to your incomplete letter of July 30, 2025 on behalf of the City of Calimesa regarding the pending rent increase petitions for California Mobile Estates. The responses are set forth in the order and numbering of the City's letter.

Question 1 (Resident Meetings)

Petitioner is unaware of any resident meetings or votes which took place under prior ownership. There is no requirement in the Ordinance or Administrative rules that specifies the timing of the resident vote or survey take place prior to the construction of the improvements or bars an owner who bought the property with the recent improvements from seeking a capital improvement rent increase and/or conducting the resident survey.

Section 9 .05.090 of the Ordinance says nothing about the date or timing of the resident vote. The Administrative Rules specify in Section 10.0(B)(4) in order to complete the Petition specifies certain requirements demonstrating the vote took place, but says nothing about the timing of the resident vote. Petitioner previously explained its position on this matter so that this incomplete item was not necessary.

Question 2: (Interest Rate)

It is unclear why the City requires any additional information on this subject. The basis for the interest calculation was explained with the second submission. Petitioner followed the Ordinance which specifies the current prime rate plus one percent. (Ord. Section 9.05.090 (E))

The resident surveys referenced different interest rates. These were offered in order to encourage resident support. Petitioner did not waive its right to a rent increase in compliance with the Ordinance, which includes interest pursuant to an approved formula. Petitioner would have accepted the interest rate set forth in survey materials if residents approved, but that did not occur. It is important to note that the 8.5 percent interest rate was calculated based on rates in place at the time of submission of the Petition. Petitioner could not know the what interest rates would prevail at the time the surveys were conducted. The approved election ballot form prepared by the City for use in surveys says nothing about interest rates. In these forms, the park owner is asked to supply the cost of the capital improvement as a whole and on a per space basis. (See Official Forms, Section C, page 29) The residents are not asked to "approve" the interest calculation, which is simply applied in accordance with the Ordinance and Administrative Rules. The interest rate set forth in the resident surveys is irrelevant to whether the capital improvement rent increase must be granted.

City also asks for the rationale for including interest when the prior park owner completed the project. As explained previously, the Ordinance and Administrative Rules do not require that the current owner have completed the capital project and it specifies the method of calculating interest where the cost was not financed by the Petitioner. The real question is what justification the City has for seemingly wanting to disregard the Ordinance and Administrative Rules?

In addition, Petitioner paid for those improvements when Petitioner purchased the park. A park owner is entitled to a return on investment, including necessary capital improvements. *Kavanau v. Santa Monica Rent Control Bd.*, 16 Cal. 4th 761, 773, 941 P.2d 851, 858 (1997) ("Of course, the fair return principle is not limited to the property as it was when the landlord purchased it. A landlord is also entitled to a fair return on necessary capital improvement") (citing *Sierra Lake Reserve v. City of Rocklin* (9th Cir.1991) 938 F.2d 951, 958. The City has chosen to include a capital improvement application to allow for recovery of such expenses and it should follow its Ordinance/Administrative Rules.

If the City Council does not like the rules it has adopted for capital improvements it should consider changing them. It cannot disregard the Ordinance because it doesn't like the result. This line of inquiry is not even relevant to the completeness of the Petition.

Question 3 [Number 3 is Skipped in City's Letter]

/ / /

/ / /

Question 4:

Summary of Cap Ex Information

Street Project

Total Cost (Without Interest): $646,453
Total Cost (With Interest); $1,145,858
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: There were no changes.

Specific Questions: The $20,450 for seal coating was excluded from the requested increase because the work has not yet been completed or paid for. Petitioner, following the recommendation of the contractor, will complete the seal coating at a later date.

Park Lighting Project

Total Cost (Without Interest) $23,340
Total Cost (With Interest) 41,370.88
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: The amount of the contract and interest was correctly set forth in the initial Petition, but the increase was incorrectly calculated because it was not divided by 12 months. It showed the annual rent increase.

The correct increase is $1.77 per space, per month. This is calculated by dividing the total cost by 130 (for all park spaces), then again by 15 (for amortization years), then again by 12 (for the monthly rent increase) $41,370/130/15/12 = $1.77 (rounded)

Pool and Spa Improvements

Total Cost (Without Interest) *$63,397.50*
Total Cost 112,374.05
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: Yes, the initial submission mistakenly left out the pool costs and only included the spa contract as a result of confusion over the contracts. The initial submission also included the same calculation error of not dividing the annual cost by 12 months.

The modified cost of $112,374.05 and associated monthly rent increase of $4.80 per space per month for 15 years is correct.

Clubhouse and Roof

Total Cost (Without Interest) 136,736
Total Cost (With Interest) 284,790
Whether any Changes Were Made to The Cost of the Improvement Since the First Submittal and an Itemization of the Change: No changes were made. However, the calculation again reflected the annual rent increase, which was corrected in the subsequent submission to $9.13 (rounded) a month for the 20 year amortization period.

Specific Questions: City requested "clarification" of matters of which it was already fully informed. The $136,737 request was not based on selecting any portion of the project. As explained in the ballot materials (a copy of which was already provided to the City), Petitioner estimated the entire remodel project cost to be $227,893 and proposed a pass through of 60 percent of that amount, which equaled $136,736. Thus, it was not based on any particular portions of the project and Petitioner cannot reconstruct some pretended allocation to particular aspects of the project.

City claims that "the entire roof must be completely replaced to be considered a capital improvement" and asks why the roof repairs would be included as a capital project in light of the admission that the entire roof was not replaced. The claim of the City is wrong for multiple reasons. First, the Ordinance does not require an entire roof replacement to be deemed a capital expenditure.

The Ordinance defines capital replacements in Section 9.050.030 as;

> " . . . the replacement or reconstruction of existing improvements and facilities **which consist of more than ordinary maintenance or repairs and have a useful life of at least five years**. Capital Improvements include . . . improvements which would qualify as capital improvements rather than ordinary repairs and maintenance pursuant to applicable regulations of the IRS or California State Franchise Tax Board.

From the Summary of Clubhouse Improvements provided with the Petition, the roof recoating project consisted of at least $20,650.00 in expenditures. The cost alone indicates this expense was not an ordinary repair. A cursory investigation indicates that the typical useful life of recoating a roof is 5 to 10 years. (See, e.g. https://www.roddroofing.com/how-often-should-you-recoat-your-roof)

This is consistent with the information set forth in the attached letter from the licensed contractor who performed the roof repairs, John Rhymer, who estimates the roof coating will

extend the life of the roof by at least seven years, thereby saving the park (and residents) from a more expensive roof replacement.

In addition, the roof project was part of a greater remodeling project for the clubhouse, which would be considered under IRS regulations, along with the fact that the project extended the useful life of the roof and was not simply a repair of a particular items. Petitioner can also supply the City with a letter from a CPA supporting this characterization, but it should not be necessary, as it is apparent that the roofing project meets the definition of a capital replacement.

Finally, if for some reason the City continues to believe the roof project was not a capital replacement, it should have no bearing on the decision as the remaining capital expenditures substantially exceed $136,736.

Question 5:

City claims the Ordinance and Rules require Petitioner to serve copies of the Petition and supporting documents on all the residents. City also demands that park owner provide a supplemental affidavit indicating that second submittal was served on the Park's residents (and any resident representative), and posted in the clubhouse, and stating all the information included in the Second Submittal is true and correct "as required by Section 9.05.090 and Rule 10.7 of the Administrative Rules."

We have reviewed the cited portions of the Ordinance and Rules and the City is grossly misstating the requirements of the Ordinance and Administrative Rules. There are no requirements that Petitioner serve the initial Petition or additional submissions on the park residents. Indeed, the official form with the Petition only requires sending residents notice of the initial submission of the Petition, which explains the residents can inspect the Petition at identified locations. This requirement was completed and a proof of service submitted to the City. No requirement exists for giving notice to residents of supplemental submissions.

The Ordinance and Administrative Rules do require service of the Petition on any officially designated park representative, but no such representative apparently exists. Petitioner was unaware of the existence of any such official representative and Petitioner's counsel emailed the City on February 17, 2025 to inquire whether it has any record of such representative. Ms. Gerdes personally confirmed by email response that the City was unaware of any park representative and added that most parks do not select one until after an application is submitted.

The only demand made by the City actually supported by the Ordinance or Administrative Rules is that a copy of any supplemental materials provided to the City be included in those made available to residents in the park office and clubhouse. Petitioner will

comply with this requirement, which is noted in Section 9.05.090H) of the Ordinance. In addition, even though it is not required by the Ordinance or Administrative Rules, Petitioner will give notice to the residents that additional materials are available for review. The additional materials, including this letter, will be available and the notice served no later than August 15, 2025.

As to the specific sections cited by the City, Section 9.05.090(I) of the Ordinance refers only to **notice of the petition** being served on each resident. As noted above, this was previously completed and the City received a proof of service. Admin Rules 10.7 (F) refers to the **Petition** including an affidavit under penalty of perjury with submission of Petition on a City approved form. No such reference is made to supplemental submissions nor is there a city approved form that exists for that purpose appended to the official application that was provided to Petitioner by the City. Admin Rules 10.7 (E) refers to posting notice with the filing of the Petition. There is no reference to notices required for supplemental submissions, much less any requirement that the entire submissions be served on all affected residents. Why would the official notice form prepared by the City explain to the residents where they can view a copy of the Petition and supporting materials if they were being served with a copy?

The City's demands that Petitioner comply with extremely burdensome, nonexistent requirements as a condition of deeming the Petition complete is an abuse of its authority. The City must immediately withdraw these demands. It is extremely disappointing that the City would conduct itself in this fashion.

With this submission, we hope and expect the Petition will be deemed complete. Thank you for your careful consideration of this matter.

Very truly yours,

GREGORY BEAM & ASSOCIATES, INC.

Mark Alpert

MA

Californian Mobile Home Estates

950 California St.

Calimesa, CA 92320

August 6, 2025

Clubhouse and shuffleboard rooms roofing repair-

In the shuffleboard room, the major portion of the work was placing new waterproof siding on the front of the building around the entire perimeter, about 4 ft high at the top. New metal flashing was installed which capped off the top of the stem roof wall and covered the new siding on the front of the building, making the entire building waterproof. The flat area of the roof was recoated with Durabrite roof coating, a white elasto metric flexible roof coating. The flat roof was in disrepair and leaking in multiple areas inside the building, including around the drains on the southwest corner and the northeast corner of the building. The roof coating is a product that when used properly, will extend the life of the roof for at least another 7 years, preventing an extremely expensive roof replacement above the main clubhouse area. The same process on the flat part of the roof was performed with the white Durabrite roof coating. The metal flashing was replaced on the perimeter of the building. Neither of projects required any structural work to be done. There is NO Permit needed for siding or for roof flashing, or a roll-on roof coating.

John Rymer- Licensed General Contractor, #B746389

John K. Rymer

Outlook

Responding to Incomplete Californian MHP

From Mark Alpert <malpert@beamlaw.net>
Date Thu 6/5/2025 7:33 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Dear Ms. Gerdes,

I have received your letter of May 8, 2025 deeming the Petition incomplete. We are working on responding, but we will need an additional 30 day period to respond because of the scope of information requested.

Thank you.

Mark Alpert
Of Counsel
Gregory Beam & Associates, Inc
Cell: 714-299-6081
Office: 949-598-5800

Outlook

RE: One more question re Californian

From Mark Alpert <malpert@beamlaw.net>
Date Mon 2/24/2025 3:38 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Thanks for your help. Sorry to keep bothering you but I have another question. We are preparing the envelopes addressed to the residents for the City's use but we don't know what return address we should use on the envelope. Should it be to you at the City? I assume you wouldn't want any returned mailings to go back to the park owner, but the instructions don't say anything about a return address.

Thanks

Mark

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Thursday, February 20, 2025 10:57 AM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: One more question re Californian

Good Morning Mr. Alpert,

Sorry for the delay in getting back to you. Answers to your questions are as follows:

Filing Fee for the capital Improvement petition is $2,466
I have attached the temporary rent increase petition for your convenience.

The City is not aware of any selected "park representative" for the park residents at the Californian. History has shown that most of the parks in Calimesa do not have one selected until an application is submitted, then the residents usually will select a resident representative at that time.

Hope this answers your questions. Let me know if I may be of further assistance.

Thanks,
Darlene

From: Mark Alpert
Sent: Monday, February 17, 2025 5:41 PM
To: Darlene Gerdes
Subject: One more question re Californian

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Ms. Gerdes,

There are certain service requirements that apply to "park representatives" according to the official form. However, the park owner is unaware of any person or persons selected to be park representatives at Californian. Does the City have any record of person or persons selected to be representatives for the purposes of the rent control ordinance?

Assuming there is no park representative, how do we address the issue?

Thanks

Mark Alpert

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Outlook

RE: Calimesa Rent Control/Californian

From Mark Alpert <malpert@beamlaw.net>
Date Mon 2/17/2025 8:47 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

Report This Email FAQ Protection by INKY

Ms. Gerdes,

Thank you for the information.

A couple more questions for you, if you don't mind.

First, can you advise what the filing fee is for a capital improvement petition?

Second, is there an official form for submitting a petition for a temporary rent increase?

Thank you!

Mark Alpert

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Tuesday, January 21, 2025 11:17 AM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: Calimesa Rent Control/Californian

Good Morning Mr. Alpert,

My apologies for the delay. Yes, you are correct the City ordinance allows one annual permitted rent increase at 80% of the CPI every 12 months. A Capital Improvement Increase may be submitted by a park owner without regard to the most recent Annual CPI increase.

Let me know if you have any other questions,

Thanks
Darlene Gerdes

From: Mark Alpert <malpert@beamlaw.net>
Sent: Thursday, January 16, 2025 9:33 AM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: RE: Calimesa Rent Control/Californian

Hello again Ms. Gerdes,

I am working on a capital improvement rent increase application for the Californian. In reviewing the City's rent control ordinance, it appears the City allows only one rent increase every 12 months. (See Section 9.05.080) I am writing for clarification as to whether the City's interpretation of that language refers to a capital improvement application or if the park owner may seek a capital improvement increase without regard to the date of the most recent annual CPI increase? I don't think that is the intent because later in the Ordinance, under Section 9.05.080 (H), it specifies the City Manager will sustain a challenge to the annual rent increase if there has been either an annual adjustment or one of two types of fair return rent increases in the prior 12 months. Please let me know if the City agrees with my interpretation.

Thank you.

Mark Alpert

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Tuesday, September 17, 2024 3:27 PM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: Calimesa Rent Control/Californian

You're welcome. Happy to help.

From: Mark Alpert <malpert@beamlaw.net>
Sent: Tuesday, September 17, 2024 3:10 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: RE: Calimesa Rent Control/Californian

Thank you so much for your incredibly timely and helpful response!

From: Darlene Gerdes <DGerdes@calimesa.gov>
Sent: Tuesday, September 17, 2024 3:09 PM
To: Mark Alpert <malpert@beamlaw.net>
Subject: Re: Calimesa Rent Control/Californian

Good Afternoon Mark,

There have been no rent increase applications submitted to the City by The Californian Mobile Home Park at any time since the incorporation of the City. I do not have a specific date that the park was built, as we were not an incorporated City at that time. However, I have attached documents that I was provided by the County of Riverside for The Californian MHP that date back to 1968. Hope this helps.

Let me know if you have any questions or need further assistance.

Darlene Gerdes
Deputy City Manager/City Clerk
City of Calimesa

From: Mark Alpert <malpert@beamlaw.net>
Sent: Tuesday, September 17, 2024 2:50 PM
To: Darlene Gerdes <DGerdes@calimesa.gov>
Subject: Calimesa Rent Control/Californian

Hello Ms. Gerdes,

I am attempting to collect some information regarding Californian Mobile Home Estates for my client. Specifically, I would like to know if there have been any prior rent increase applications to the City. If so, I would like a copy of any resolutions deciding such applications.

Also, if you happen to have a record of when Californian was built, I would appreciate that information.

Thank you.

Mark Alpert

714-299-6081

Outlook

RE: Calimesa Rent Control/Californian

From Mark Alpert <malpert@beamlaw.net>
Date Thu 1/16/2025 9:33 AM
To Darlene Gerdes <DGerdes@calimesa.gov>

External (malpert@beamlaw.net)

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Deputy City Manager/City Clerk
City of Calimesa

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Mark Alpert

714-299-6081

Outlook

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Date Tue 9/17/2024 3:10 PM
To Darlene Gerdes <DGerdes@calimesa.gov>

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City of Calimesa

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Mark Alpert

714-299-6081