

Approved 2-13-92  
Date

MINUTES OF THE HOUSE COMMITTEE ON JUDICIARY

The meeting was called to order by Representative John Solbach at  
Chairperson

3:30 ~~am~~/p.m. on February 10, 1992 in room 313S of the Capitol.

All members were present except:

Representatives Gomez and Snowbarger who were excused.

Committee staff present:

Jerry Donaldson, Legislative Research  
Jill Wolters, Revisor of Statutes  
Judy Goeden, Committee Secretary

Conferees appearing before the committee:

Paul Shelby, Judicial Council  
Representative Bill Roy, Jr.  
Matt Lynch, Kansas Judicial Council  
Terry Humphrey, Kansas Manufactured Housing Association  
Rod Taylor, Kansas Manufactured Housing Association  
Noelle St. Clair, Housing & Credit Counseling, Inc.  
Sherrie Harvey, Topeka, Kansas  
Representative Marvin Smith  
Representative Ann Cozine  
Roger Werholz, Deputy Secretary of Corrections for Community Corrections

The Chairman called the committee meeting to order.

Paul Shelby, Judicial Council, presented a request for introduction of a bill concerning child support enforcement. (Attachment #1) Representative Parkinson moved to introduce requested legislation. Representative Rock seconded the motion. Motion carried. Rep. Parkinson asked that it even though he moved to introduce the bill that did not necessarily mean he would support the bill.

Chairman Solbach reiterated for the record that committee policy is to extend the courtesy to the public and to groups of introducing legislation upon their request so that people have access to the legislative process, but that the extension of this courtesy does not necessarily reflect those who made motions of introduction were proponents.

Hearings were opened on HB 2547, mobile home parks residential landlord & tenant act.

Representative Bill Roy, Jr., testified in favor of HB 2547. (Attachment #2) He explained why he thought legislation was needed.

Matt Lynch, Kansas Judicial Council, reviewed the report of the Civil Code Advisory Committee concerning HB 2547. (Attachment #3) He explained how the bill was developed and answered committee members questions.

Terry Humphrey, Executive Director of Kansas Manufactured Housing Association, testified in favor of HB 2547 and submitted amendments she would like to have made to the bill. (Attachment #4)

Rod Taylor, Kansas Manufactured Housing Association, testified in favor of HB 2547. (Attachment #5) He answered committee members questions.

Noelle St. Clair, Housing & Credit Counseling, Inc. testified in favor of HB 2547. She recommended the bill stay in the sub-committee until language is completely worked out. (Attachment #6)

Sherrie Harvey, mobile home tenant, testified in opposition to HB 2547. She presented committee members information about other states legislation. (Attachment #7)

Hearings on HB 2547 were closed.

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON JUDICIARY,  
room 313S, Statehouse, at 3:30 ~~xxx~~m./p.m. on February 10, 1992

Hearings on HB 2282, children in need of care who live in a home environment which instill values of criminal predation, were opened. Representative Marvin Smith, bill sponsor, testified in favor of HB 2282. (Attachment #8) He answered committee members questions. Several committee members expressed concern that the language in the bill was too vague. Hearings on HB 2282 were closed.

Representative Ann Cozine, sponsor of HB 2310, conditions of probation, suspended sentence or community corrections, testified in favor of the bill. (Attachment #9) She answered committee members questions and submitted several changes in the bill.

Roger Werholz, Deputy Secretary of Corrections for Community Corrections, explained Community Corrections defines "incapable of learning". Several committee members felt the education or vocational training requirements would be positive, however questioned the economic feasibility of providing such. With amendments, Werholz said he would support HB 2310.

Chairman Solbach appointed the following sub-committee to study the drive-by shooting legislation before the House Judiciary Committee:

- Representative Jim Garner, sub-committee chairman
- Representative Jan Pauls
- Representative Mark Parkinson

Representative Everhart moved to approve the committee meeting minutes from February 4 and February 5, noting that she should be correctly listed as Committee Co-Vice-Chairman, not co-chairman in the 2/5/92 minutes. Rep. Douville seconded the motion. Motion carried.

Meeting adjourned at 4:45 p.m.



February 10, 1992

*D R A F T CHILD SUPPORT ENFORCEMENT BILL*

*Be it enacted by the Legislature of the State of Kansas:*

Section 1. K.S.A. 44-415 is hereby amended to read as follows: 44-514. (a) *Except as provided in subsection (b), no claim for compensation, or compensation agreed upon, awarded, adjudged, or paid, shall be assignable or subject to levy, execution, attachment, garnishment, or any other remedy or procedure for the recovery or collection of a debt, and this exemption cannot be waived.*

*(b) Claims for compensation, or compensation agreed upon, adjudged or paid, which are paid to a worker on a weekly basis or by lump sum shall be subject to enforcement of an order for support by means of voluntary or involuntary assignment of a portion of the compensation.*

*(1) Any involuntary assignment shall be obtained by motion filed within the case which is the basis of the existing order of support..*

*(A) Any motion seeking an involuntary assignment of compensation shall be served on the claimant and the claimant's counsel to the workers compensation claim, if known. The motion shall set forth:*

*(i) The amount of the current support order to be enforced.*

*(ii) The amount of any arrearage alleged to be owed under the support order.*

*(iii) The identity of the payer of the compensation to the claimant, if known.*

*(iv) Whether the assignment requested seeks to attach compensation for current support or arrearages or both.*

*(B) Motions for involuntary assignments of compensation shall be granted, however, the relief granted for:*

*(i) Current support shall be collectable from benefits paid on a weekly basis but shall not exceed twenty five percent of the workers gross weekly compensation excluding any medical compensation and rehabilitation costs paid directly to providers.*

*(ii) Past due support shall be collectable from lump sum settlements, judgments, or awards but shall not exceed forty percent of a lump sum, excluding any medical compensation and rehabilitation costs paid directly to providers.*

*(2) In any proceeding under this subsection, the court may also consider the modification of the existing support order upon proper notice to the other interested parties.*

*(3) Any order of involuntary assignment of compensation shall be served upon the payer of compensation and shall set forth the:*

*(A) Amount of the current support order,*

*(B) amount of the arrearage owed if any,*

*HJC  
2-10-92  
Attach #1  
1 of 2*

(C) applicable percentage limitations,

(D) name and address of the payee to whom assigned sums shall be disbursed by the payer,  
and

(E) date the assignment is to take effect and the conditions for termination of the assignment.

(4) For the purposes of this section, "order for support" means any order of any Kansas court, authorized by law to issue such an order, which provides for the payment of funds for the support of a child; or for maintenance of a spouse or ex-spouse and includes such an order which provides for payment of an arrearage accrued under a previously existing order and reimbursement orders, including but not limited to an order established pursuant to K.S.A. 39-718a and any amendments thereto; K.S.A. 39-718b, and any amendments thereto; or an order established pursuant to K.S.A. 23-451, *et seq.* and any amendments thereto.

Sec. 2. K.S.A. 44-415 is hereby repealed.

Sec 3. This act shall take effect and be in force from and after its publication in the statute book.

HJC  
2-10-92  
Attach #1  
2072



TOPEKA

HOUSE OF  
REPRESENTATIVES

## COMMITTEE ASSIGNMENTS

CHAIRMAN: RULES AND JOURNAL  
 VICE CHAIRMAN: JOINT COMMITTEE ON  
 LEGISLATIVE POST AUDIT  
 VICE CHAIRMAN: COMMERCIAL AND FINAN-  
 CIAL INSTITUTIONS  
 MEMBER: FEDERAL AND STATE AFFAIRS  
 TAXATION

WILLIAM R. ROY, JR.  
 REPRESENTATIVE, 54TH DISTRICT  
 STATE CAPITOL  
 TOPEKA, KANSAS 66612  
 PHONE: (913) 296-6818

HOME ADDRESS:  
 2316 SW MAYFAIR PLACE  
 TOPEKA, KS 66611  
 HOME PHONE: (913) 266-4088

February 10, 1992

TESTIMONY BEFORE THE HOUSE  
 JUDICIARY COMMITTEE

House Bill 2547 -- Mobile Home Parks  
 Residential Landlord Tenant Act

Mr. Chairman and Members of the Committee:

Thank you for the opportunity to appear before you again in support of House Bill 2547, the proposed Mobile Home Parks Residential Landlord Tenant Act.

House Bill 2547 is a result of problems brought to my attention by residents of mobile home courts throughout Topeka. The problems this proposal attempts to address are not peculiar to my district nor Topeka, but are likely found in virtually every district in the state.

Many mobile home park residents and owner/operators are confused by the variety of practices that arise from the unique combination of home ownership and site tenancy. The inadequacy of state laws regulating mobile home park tenancies exacerbates these situations. Thirty-two states -- including all of the midwestern states except Kansas, Missouri and South Dakota -- have enacted statutes that specifically regulate mobile home park tenancies.

This bill works to address the void that exists for mobile home lot renters under laws governing landlord tenant relationships in Kansas. (Note: mobile home renters are covered under the Kansas Residential Landlord Tenant Act, mobile home lot renters are not.)

Since introducing this proposal a year ago, I have attempted to work with residents and industry representatives to craft and fine tune an act that is fair to both. This hearing is an opportunity to update you on those efforts as well as review the recommendations of the Judicial Council.

I would bring to your attention and emphasize the recommendation of the Kansas Judicial Council that this proposal be enacted separately from the Kansas Residential Landlord and Tenant Act.

This legislation is important for that significant portion of our state's population that chooses this type of shelter as its home. I want to thank the committee for its consideration.

HJC  
 2-10-92  
 Attach # 2

Report of the Civil Code Advisory Committee on proposed amendments to 1991 House Bill No. 2547, an act enacting the Mobile Home Parks Residential Landlord and Tenant Act.

Following the 1990 Legislative Session, Representative Michael O'Neal requested on behalf of the House Judiciary Committee that the Judicial Council review legislation which would enact a mobile home parks residential landlord and tenant act. The Judicial Council assigned the study to the Civil Code Advisory Committee.

The Civil Code Committee reviewed a number of law review articles on this subject and the written testimony submitted to the House Judiciary Committee in connection with a hearing on 1991 HB 2547. A primary question raised at the hearing was whether the Kansas Residential Landlord and Tenant Act (KRLTA; K.S.A. 59-2540 et seq.) could be expanded to cover the rental of mobile home space. KRLTA does cover the rental of mobile home space if the space is used to accommodate a mobile home which is also rented by the landlord.

There are inherent differences between the rental of mobile home space and the typical landlord-tenant relationship. In large part, these differences are due to restrictions on the availability of mobile home space and the fact that mobile homes are not truly mobile. It is the conclusion of the Civil Code Committee that a separate act is advisable to accommodate the numerous specific provisions aimed at the landlord-tenant relationship in regard to the rental of mobile home space. In this regard, it might be noted that 1991 HB 2547 follows in large part the Iowa Mobile Home Parks Residential Landlord and Tenant Act. Iowa adopted its mobile home parks act and its general residential landlord-tenant act in the same session and, even though the two acts share a number of provisions, determined it advisable to have separate acts.

The Civil Code Committee compared the provisions of HB 2547 with the corresponding provisions of KRLTA, the Uniform Residential Landlord-Tenant Act (URLTA) and the Iowa mobile home act (Iowa Act). While KRLTA generally follows URLTA, it differs in a number of respects. Where a particular provision of HB 2547 did not appear to be specifically directed at the rental of mobile home space, the Civil Code Committee has generally deferred to the provisions of KRLTA. A brief description of the amendments proposed by the Civil Code Committee follows.

Sections 2 and 3. These sections are found in the Iowa act and the Uniform Residential Landlord Tenant Act (URLTA). Section 2 represents the adaptation of section 1-103 of the Uniform Commercial Code. Both these sections were omitted when the Kansas Residential Landlord Tenant Act (KRLTA) was adopted.

HJC  
2-18-92  
Hatch #3  
12-4

Section 4 [2, as amended]. The definition of "dwelling unit" in 58-2543(c) of KRLTA does not include mobile home space unless the mobile home is also rented by the landlord. The amendment is intended to clarify that KRLTA, rather than this act, applies when both the mobile home space and the mobile home are rented by the same landlord.

Section 5 [3]. The section is amended to parallel KRLTA. K.S.A. 61-1603(b) prohibits actions for injunctions under chapter 61. Even though actions under this act (and KRLTA) are governed by chapter 61, the Civil Code Committee interprets the reference to 61-1603(b) in this section (and 58-2542) to mean injunctive relief is available in actions under this act (and KRLTA). However, a district magistrate judge does not have authority to grant injunctive relief and the last sentence of the amendment is intended to alert the parties to this fact. The special provision on service of process in subsection (b) is unnecessary.

Section 6 [4]. The definition of "mobile home" in (e) is amended to incorporate the definitions used in the Kansas manufactured housing act (L. 1991, ch. 33).

Subsection (g) is amended to follow the definition for "mobile home space" contained in the act proposed by the Council of State Governments. The advisory committee was concerned that the use of the term "required" in HB 2547 might provide a means for evading the application of the act. If the act applies, the landlord is required to furnish sewer and utility connections under section 15 [13].

The definition of "rent" in (i) is amended to parallel KRLTA.

Section 8 [6]. Similar provisions are found in URLTA and the Iowa act. Despite its omission from KRLTA, the advisory committee recommends retention of the section. The committee recommends "certified" rather than "registered" mail since it is cheaper and is used in the Kansas provisions on service of process.

Section 9 [7]. The advisory committee viewed the last two lines of (f) as unnecessary and containing some ambiguity as to what is meant by the "liabilities" of the original tenant.

Section 10 [8]. The amendments are made to parallel KRLTA.

Section 12 [10]. Throughout the section, "security" deposit is used since this is the term defined in section 6 [4]. The amendments in subsections (c) through (f) parallel KRLTA with the

HJC  
2-10-92  
Attach #3  
2084



exception that reasonable attorney's fees are added to (d). The committee viewed (d) as generally unenforceable without provision for attorney's fees.

Section 13 [11]. The amendments to (b) through (d) parallel KRLTA. The amendments to (e) parallel 58-2546 of KRLTA.

Section 15 [13]. The amendments parallel 58-2553 of KRLTA.

Section 16 [14]. The amendment parallels 58-2554 of KRLTA.

Section 18 [16]. The amendment to (b) parallels KRLTA. Subsection (c) generally covers matters unique to the rental of mobile home space. In regard to (c)(2), the act proposed by the Council of State Governments prohibits entrance and exit fees. The advisory committee viewed this as an area of potential abuse by landlords and deleted the phrase "or pursuant to a written agreement" on the theory that fees based on services actually rendered should be sufficient.

Section 19 [17]. The amendments parallel 58-2557 of KRLTA.

Section 21 [19]. Generally, the amendments parallel KRLTA. However, the requirement that a tenant give notice at least 30 days before "a periodic rent-paying date" is deleted. There is no such requirement on landlords under KRLTA or HB 2547 and URLTA makes no such distinction in notice by landlords and tenants.

Section 22. The advisory committee recommends the deletion of this section. There is no counterpart in KRLTA or the Iowa act although it does follow in large part section 4-103 of URLTA.

Section 24 [21]. The amendments parallel 58-2563 of KRLTA.

Section 25 [22]. Generally, the amendments parallel 58-2564 of KRLTA. However, the phrase "regardless of the periodic rent-paying date" is not incorporated since tenants are not treated differently than landlords under the amendments to section 21 [19].

Section 26. The advisory committee recommends the deletion of this section. It appears to be the counterpart to section 22 and neither of such provisions were made part of KRLTA when it was adopted.

HJC  
2-10-92  
Attach # 3  
3074

Section 27 [23]. The advisory committee questioned the policy in holding the legal owner or lienholder liable for costs incurred, including rent and utilities, due to the abandonment of a mobile home.

Sections 28 through 31 [24-28]. The amendments parallel the relevant provisions of KRLTA.

[Section 28]. This section follows 58-2573 which was adopted as part of KRLTA.

HJC  
2-10-92  
Attach #3  
4084

# KANSAS MANUFACTURED HOUSING ASSOCIATION

## TESTIMONY BEFORE THE

### HOUSE JUDICIARY COMMITTEE

TO: Representative John Solbach, Chairman and  
Members of the Committee

FROM: Terry Humphrey, Executive Director

DATE: February 10, 1992

RE: House Bill 2547

Mr. Chairman and members of the committee, I am Terry Humphrey, Executive Director of the Kansas Manufactured Housing Association (KMHA). KMHA supports HB 2547 and we have worked on this proposal with Representative Bill Roy and Topeka Housing and Credit Counseling.

We have also reviewed the recommendations of the Judicial Council, Civil Code Committee on HB 2547 and agree with most of their comments, particularly the need to have a specific Act for manufactured housing landleased communities. However, we do recommend the following amendments to HB 2547 and I will go through these changes for you.

- 1) HB 2547 needs a definition for a "recreational vehicle" so that the bill will address the tenant who lives in an R.V. in a manufactured home park. While this is not a typical situation it does occur.
- 2) The bill needs to define a manufactured home because mobile homes have not been built since 1976 according to federal law. Likewise this Act should be titled the "Manufactured Home Land Leased Community, Landlord and Tenant Act." Also manufactured housing should replace mobile home throughout the bill.
- 3) In Section 6 (f) line 7 and Section 6 (g) line 14: the wording manufactured home community should be added in light of the issue I previously mentioned.
- 4) In Section 8 (b) (2) delete registered mail and replace with certificate of mailing.

HJC  
2-10-92  
Attach #4  
1 of 3

5) In Section 9 (d) line 4: "60 days" should be deleted and "30 days" inserted. Today most communities have a 30 day notice to evict or terminate provisions and it seems to work well. For example when a tenant sells their home and gives notice to the landlord they are not obligated to pay rent for more than 30 days. In many cases the buyer of the home wants to take possession or move the home out in less than 30 days. Therefore, 60 days would create a hardship for the tenant.

6) Section 12 - We agree with the amendments in this section by Judicial Council, however, we suggest deleting attorney fees. It is our feeling that this Act should resemble the Kansas Residential Landlord Tenant Act and not allow attorney fees.

7) Section 18 (c) (5) line 34: after agreement add.. "except if a tenant wants to put up a utility shed on the manufactured home space the landlord may require a concrete base be installed to anchor the shed."

8) Section 19 (a) delete the language that allows a landlord to enter a manufactured home owned by the tenant. Also, delete the wording in Section 19 (b) that requires reasonable notice for a landlord to enter the manufactured home space which is outside and does not involve the home. It may be that a landlord needs to make repairs to the site while a tenant is at work.

9) Section 25 (c) It is our opinion that this section should remain as written because it allows eviction.

10) Section 26 should remain because it allows a landlord to quickly remedy a bad situation that would affect health and safety of other tenants.

11) Section 27 (c) line 7: delete "license number." Manufactured homes no longer have a license number.

Also, in this section we recommend adding "a tenant should list the names of other occupants in the home and notify the landlord if occupants change. A landlord needs to know the names of residents for a variety of reasons such as: safety, law enforcement and rules violation.

12) Section 27 (b) line 37 delete "However, the person is only liable for costs incurred 30 days before the landlord's communication. After the landlord's communication, costs for which liability is incurred shall then become the responsibility of the legal owner or lienholder of the mobile home." and insert "However, the lienholder is only liable for costs incurred for the manufactured home space from the point of notification."

HJC  
2-10-92  
A Hach #4  
208 3

In closing, HB 2547 provides a good balance between landlord and tenant concerns. However, it is our recommendation that the Judiciary Subcommittee continue to work on this bill in light of the Judicial Council recommendations and other. Thank you.

HJC  
2-10-92  
Attach #4  
3083



MOBILE HOME PARK • SALES & SERVICE

4637 SOUTH VILLAGE PARKWAY  
TOPEKA, KANSAS 66609

(913) 862-2131

TESTIMONY BEFORE THE  
HOUSE JUDICIARY COMMITTEE

FEBRUARY 10, 1992

TO: Rep. John Sloback Chairman and Committee members

FROM: Rod Taylor  
South Village Inc.  
Ridgewood Estates

Re: HB 2547

Mr. Chairman and members of the committee, I am Rod Taylor, operator of two manufactured home communities in Topeka. I thank you for taking time today to hear my concerns regarding the 60 day language in House Bill 2547.

Both myself, and the members of KMHA support 30 day provisions in this bill over the 60 day provisions. Our reasons for 30 day provisions are not one sided. They benefit both tenants and landlords.

First lets look at the landlords side of the issue. Some of you may be landlords and realize that a 30 day notice of eviction is in reality a 2 1/2 month process when a court of law is used. Should this be changed to a 60 day notice, it would become a 3 1/2 month process. There are times when even a 2 1/2 month process becomes very burdensome. We had a case a year ago in which a tenant's drinking lead to domestic problems. One night, an episode of verbal abuse lead to physical abuse and the wife ran to a neighbor's home to seek refuge. A short while later, after more alcohol, the husband went next door to again threaten his wife. When no one answered the door, he attempted to break it down with a baseball bat. Failing that, he fired two shots into the home. A woman and her two children were in the house at the time. Her husband had left to take the battered woman to the home of relatives and she had been afraid to answer the door.

Needless to say the police were called, the man was arrested, but was back home within three hours. The neighborhood was in an uproar. Neighboring tenants were afraid of what this man might do next and we were besieged with calls demanding that

**SOUTH VILLAGE, INC.**

HJC  
2-10-92  
Attach #5  
1 of 3

we get him out. Since this incident occurred around the 10th of the month, the 30 day notice of eviction would not begin until the first of the next month. Forty-five days would pass before we could even ask for a court date. Then if he chose to fight the eviction, it could take another 45 days to remove him. In this case we could not even tolerate the present time frame, let alone add another 30 days to the process as is now proposed. I realize that this is not a common occurrence and it has only happened to us once, but it is an example of how the burden of an additional 30 days would affect us.

For those of you who may be curious as to the outcome, I will finish the story. Since I knew the man to be quite rational when sober, I was able to approach him about the problems he had created. He realized the total disruption of the neighborhood he had caused and knew that his eviction was inevitable. I was therefore able to buy him out of his lease and he moved immediately, without further incident.

Now lets look at the tenant's side of the 30 verses 60 day issue, again using the same story. Do you suppose the neighbors of this man would want another 30 days of living next to him and his gun? Of course not. What if he had not moved willingly? Except in cases of non payment of rent, the neighbors are most always far more adamant about someone's removal than management. Their patience is normally a lot shorter than ours.

Oh I agree that if you ask anyone how many days notice they would like to see in this bill, it might be more than 60. But ask these same people a couple of questions. How long do you want your landlord to take to remove your problem neighbor? Do you want to pay two additional months rent when you are ready to leave? Here the answers are probably "less than 30 days" and "no".

Lets also look as some numbers. Last year I had about 20 homes move out of the parks and 2 evictions. As you can see by these numbers, the addition of 30 days notice to the present 30 days would burden tenants far more often than landlords. In addition, there is seldom a tenant who is surprised by a notice of eviction. Problems build over a period of time and the notice of eviction comes only after all other efforts to resolve a problem have failed.

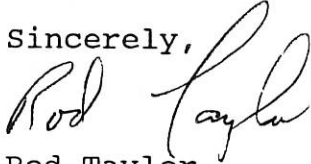
The last issue I would like to mention today is the statement some of you may have heard, "but it takes more time to find a space and move your whole home than just your belongings". This is simply not fact. To find a new park space and move the home, complete with utility connections, can easily be accomplished in 30 days. What is fact is that if a tenant is evicted from a

HJC  
7-10-92  
Attach #5  
2 of 3

'nice community' it becomes very difficult for him to find another 'nice community' that will accept him. He must then resort to a lower quality community that has other tenants like himself. The problem here is not caused because he is moving a home but is due to the reputation and references that follow him. The situation would be no different if he were only moving his belongings.

Thank you again for your time today. I ask you to support this bill with the 30 day provision and the other changes presented to you by our state association director Terry Humphrey.

Sincerely,

A handwritten signature in cursive script that reads "Rod Taylor". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Rod Taylor

HJC  
2-18-92  
Attach #5  
3 of 3





# Housing & Credit Counseling Inc

1195 SW Buchanan Suite 203  
Topeka, Kansas 66604-1183  
(913) 234-0217

TESTIMONY  
HOUSE BILL 2547  
BY  
NOELLE ST. CLAIR  
HOUSING & CREDIT COUNSELING INC.  
FEBRUARY 10, 1992

Mr. Chairman and member of the committee:

On behalf of Housing & Credit Counseling Inc. I speak today in support of House Bill 2547 and urge your support for passage.

As I testified last session, HB 2547 is definitely a good step forward in providing much needed protection to persons who own manufactured homes and rent land to set them on.

As a representative of Housing & Credit Counseling Inc. I have worked very closely with the Kansas Manufactured Housing Association, Rep. Bill Roy, Rep. Betty Jo Charlton, the Judicial Council and Judith Macy, chair of the sub committee to insure that the language of the bill provides protection for both tenants and landlords. To date there has been good progress made in rewriting the language of the bill, but there are still a few sections that need further refinement.

The language of section 8, page 4, line 20 and 26 uses the word "registered" We would like to recommend the word be changed to "Certificate of Mailing" which is now one of the methods of delivery used by landlords. It does not require the signature of the person the notice is being served but it does verify that the notice was delivered.

The language of section 9, page 5 line 2 uses language that the rental agreement shall be for a term of one year unless otherwise specified in the rental agreement. We would propose that there are valid arguments from both tenants and landlords for not making the term of a verbal agreement one year.

We would also propose that there are valid arguments from both tenants and landlords making it a requirement that 60 days written notice be given by either party to cancel a rental agreement.

*HJC  
2-10-92  
Attach #6  
102*



HUD Comprehensive  
Counseling Agency



Consumer Credit  
Counseling Service



United Way  
of Greater Topeka

I would also like to see language inserted on to the bill that would make it effective 6 months after its passage.

On a final note, I would recommend that you allow the bill to remain in sub committee awhile longer so that we can get the language worked out between all parties.

HJC  
2-10-92  
Attach #6  
2072

February 9, 1992

We the tenants wish to commend you on making a good start towards a Mobile Home Landlord Tenant Act, Bill No. ~~2917~~.<sup>2547</sup>

We feel the landlords best interest are being served by this bill. Not the mobile home owners (tenants).

For every one landlord there are hundreds of tenants whose best interest would not be served by passing this bill. We are asking for a postponement on passing this bill until mobile home owners (tenants) can be better represented.

We are also asking for a public hearing to be held throughout Kansas for mobile home owners (tenants) as was done before the Kansas Residential Landlord and Tenant Act was made law.

Since tenants are, more often than landlords, to be the victims in this situation.

We were not aware of this bill until the middle of last week. We would strongly like to see a select committee to address this issue on a regular basis; the problems of mobile home owners (tenants) and landlords, and upgrade the laws as necessary.

I brought with me today copies of California Mobile Home Residency Law which I had faxed to me. California laws have precedent over Illinois and other states. California's enactment was in 1978.

Here are our written replies to Bill No. ~~2917~~.<sup>2547</sup> Also enclosed are copies of rules we've had to live with through the years, and information you might find informative.

HJC  
2-10-92  
Attach #7  
1-30

There are matters of safety which were not addressed in Bill No. <sup>2547</sup>2917; storm shelter accessible for the handicapped or disabled, nor proper lighting which is required by the city ordinance, in Topeka, and we're sure in other cities and towns throughout Kansas.

In closing, in the Library of Congress in Washington D.C., Kansas mobile home landlord and tenant problems (to put it mildly) are there.

Thank you,

*Sherrie J. Harvey*

Sherrie J. Harvey  
1441 N. Taylor #906  
Topeka, KS 66608

*Georgia Dole Landine*  
1004 N.W. St. John  
Topeka, KS 66608

~~114~~  
4842 STOPEKA  
Lot #34  
TOPEKA, KS. 66609

*Shyllis Spooner*  
1124 Starlight Circle  
Top Bs. 66608

HJC

~~100~~

2-10-92

Att #7

2-30

February 9, 1992

Section 5, Part B

What happens if an owner of a mobile home court goes into bankruptcy or foreclosure? What about mobile home tenants, what legal recourse is there to keep the water on and trash being picked up?

Section 6, Part D

There are city, county, state, and Federal highway laws to certain requirements on transporting mobile homes. They cannot be transported before dawn or after dark, or if the pavement is wet or if there is ice. If it's windy and not after 12:00 p.m. on Saturday. Also, only with a licensed transporter.

Section 8, Part C

The landlord doesn't have the right to charge an extra charge for each person who lives in mobile home park after knowing rent a space to a three bedroom or a family of five. This is a practice that has been used to discriminate against family and has caused families to move and hardship.

Section 10, Part B

There is no way a tenant will take out liability insurance and name the landlord as the insured. By law the landlord has to carry his/her own liability insurance for a business. I know this for a fact. If this is left in I can assure you there will be serious problems.

Section 12, Part B, E, F

B and F

Mobile home owners at the minimum live two years at the same lot with their deposit being held by landlords without interest. In the sale of the court as in our case deposits have not been accounted for. Everyone I know has lived at the same lot for five years or longer. Myself it has been 18 years. Tenants believe that interest should go to the tenants not the landlord, because it is the tenants money and maybe a lid put on as to how long a deposit could be held. These mobile homes cannot be transported out without all debts owed to mobile home park landlords being payed. Transporters that pull mobile homes will not hook-up until all debts owed to mobile home park landlords are payed. Why should there be deposited at all?

E

Each year the landlord should send in writing where the deposits are being held, to the tenant, because you maybe looking at 5 years or more.

Section 15

That if there are city violations by the court owner, that corrections be made and in compliance with the city code be done before new state license be issued to new owner. Insurance companies rate mobile home courts. In my case in 1990, my insurance jumped. The insurance company told me that the

HJC  
2-10-92  
Att #7  
3-30

landlord had not maintained the court and if the rating drops one more time they will not issue insurance to anyone moving into the court. And my premiums will go up again or cancel my insurance. The insurance hasn't come due yet this year.

Section 18, Part C, No. 5

Without a written agreement or lease the landlord doesn't have the right to threaten with eviction for not using vinyl skirting to make court look unified or any other right to make financial demand on tenants for these sort of changes.

Section 19

There is no reason at all for a landlord to have access to any ones mobile home.

1. The water shut-off is on the outside of the mobile home.
2. The gas shut-off is also on the outside of the mobile home.
3. The electricity breaker box are on the outside of the mobile home.
4. City codes require all shut-off gas and water and the main electrical breaker to be on the outside of the mobile home. So do insurance companies.
5. Everyone knows never to enter a burning mobile home.
6. This is private property, mobile home owners will not stand to have any landlord enter their mobile home for any reason.

Section 23

There is a city ordinance that requires so much lighting has to be provide in each court. The landlord doesn't have the right to threaten with eviction of tenants minimum of ten dollars a month on their gas bills. This is a matter of safety.

Section 24, Part B

That tenants be allowed time to put a tracer on the letter and check. I know for a fact. A landlord gave the tenant a three day notice. The person had mailed the check to the landlord and the day of the court hearing the landlord cashed the check. The judge ruled for the landlord, because we are renters at will. With us having to mail our rent in. This can happen to us.

Section 26, Part B

Tenants will not release this information. This violates the tenants right to privacy. If there is or if there is not a lien against a mobile home is no one's business. Do you have to make it known if you have a mortgage against your home. Transporters of mobile home will not pull a mobile home out if there are debts owed. We can not just pick-up and move in the middle of the night. Have you tried moving your house.

HJC  
2-10-92  
Att #7  
4-30

Section 28

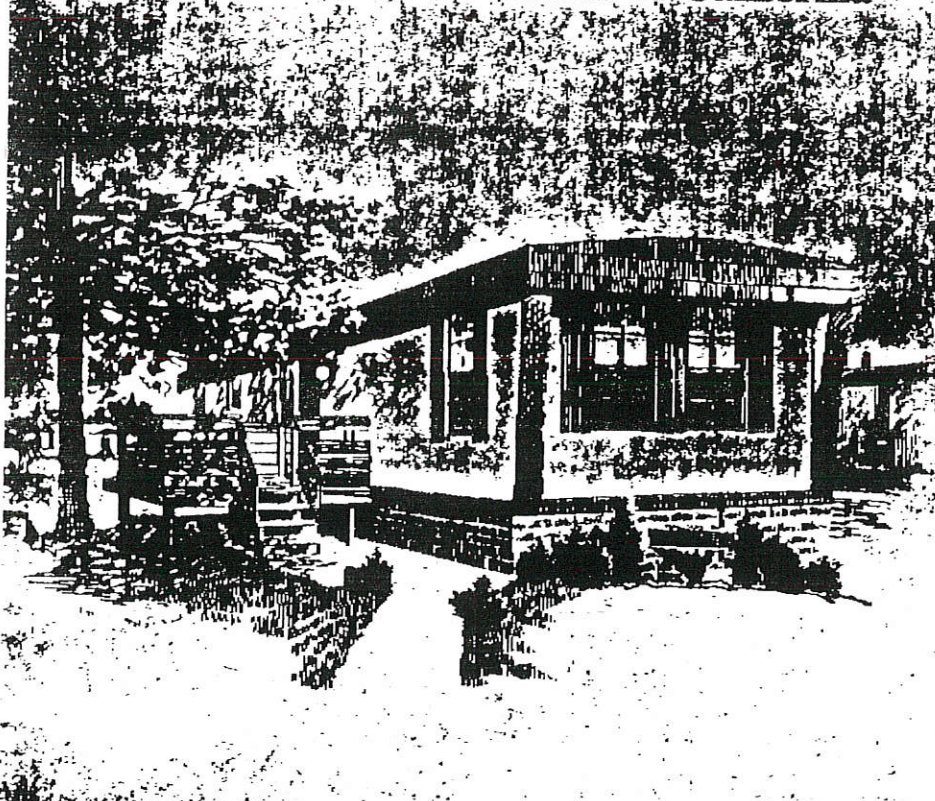
Tenants are more often the victim in this situation. We do not want evictions without just cause-a cause outside legal cause, which must be based on reasonable grounds, and there must be a fair and honest cause or reason, regulated by good faith. And also, the right to be heard in a legal process.

HJC  
2-10-92  
Att # 7  
5-30

MOBILEHOME  
RESIDENCY LAW

1990

Civil Code Provisions Governing  
Mobilehome Park Tenancies in California



Compliments  
of  
SENATE SELECT COMMITTEE  
ON  
MOBILEHOMES  
William A. Craven  
Chairman

WILLIAM A. CRAVEN  
Chairman  
RALPH C. DALL  
JOHN DOBLETTE  
BEN MCCONNODALE  
HENRY NIELLO  
ROBERT FREEMAN



California Legislature

Senate Select Committee  
on  
Mobilehomes

SENATOR WILLIAM A. CRAVEN  
Chairman

THE CALIFORNIA MOBILEHOME RESIDENCY LAW - 1990

BACKGROUND

The Mobilehome Residency Law (MRL) was enacted in 1978 by Senate Bill 2119 (Hills), which brought under one fold a variety of existing statutes relating to mobilehome park tenancies which had been scattered throughout the California Civil Code. Since 1978, many provisions of the MRL have been added or amended.

The Mobilehome Residency Law is basically a set of rules by which park owners and park residents should operate. Violations of those rules, like most other Civil Code provisions, are self-enforcing - that is, it is up to the parties in question to enforce the Mobilehome Residency Law against one another in court. The Department of Housing and Community Development does not have the authority to enforce the Mobilehome Residency Law. For example, it is up to the park owner, not the state, to evict a tenant because of nonpayment of rent. By the same token, a park resident, not the state, must take the owner to court to enforce a notice or other requirement of the Mobilehome Residency Law, or obtain an injunction, if the park owner will not otherwise abide by its provisions.

The Mobilehome Residency Law is divided into nine areas or articles, as indicated in the accompanying table of sections.

This is an updated copy of the specific provisions of the Mobilehome Residency Law (California Civil Code) effective January 1, 1990. Underlined portions of the main text indicate changes made by the Legislature and signed into law in 1989.

HJC  
2-10-92  
Oct #7  
6-30

COMMITTEE ADDRESS  
ROOM 1010  
1000 S. STREET  
SACRAMENTO, CA 95834  
PHONE 554-4322  
JOHN G. TESPICHO  
COMMITTEE CLERK  
SALLY FURZEVAY  
COMMITTEE SECRETARY

SENATE MOBILEHOMES 2-7-92 10:53:37 916 4480-7 913222 # 2



**MOBILEHOME RESIDENCY LAW**

**Table of Sections**

	Page
<b>ARTICLE 1 - GENERAL</b> . . . . .	4
Sec 798 Title and Application	4
Sec 798.1 Application of Definitions	4
Sec 798.2 Definition of Management	4
Sec 798.3 Definition of Mobilehome	4
Sec 798.4 Definition of Mobilehome Park	5
Sec 798.6 Definition of Park	5
Sec 798.7 Definition of New Construction	5
Sec 798.8 Definition of Rental Agreement	5
Sec 798.9 Definition of Homeowner	5
Sec 798.10 Definition of Change of Use	5
Sec 798.11 Definition of Resident	5
Sec 798.12 Definition of Tenancy	5
Sec 798.14 Delivery of Notice	6
<b>ARTICLE 2 - RENTAL AGREEMENT</b> . . . . .	6
Sec 798.15 In Writing and Required Contents	6
Sec 798.16 Inclusion of Other Provisions	7
Sec 798.17 Rental Agreements Exempt from Rent Control	7
Sec 798.18 Optional Length of Agreement; Comparable Monthly Terms	8
Sec 798.19 No Waiver of Chapter 2.5 Rights	8
Sec 798.20 No Private Club Discrimination	8
Sec 798.22 Recreational Vehicles in Parks	8
<b>ARTICLE 3 - RULES AND REGULATIONS</b> . . . . .	9
Sec 798.24 Common Area Facility Hours	9
Sec 798.25 Amendments to Rules and Regulations - Notice	9
Sec 798.26 Management Entry into Mobilehomes	9
Sec 798.27 Notice of Zoning or Use Permit	10
Sec 798.28 Disclosure of Park Owner's Name	10
Sec 798.29 Notice of Mobilehome Ombudsman	10
<b>ARTICLE 4 - FEES AND CHARGES</b> . . . . .	10
Sec 798.30 Notice of Rent Increase	10
Sec 798.31 Authorized Fees Charged	10
Sec 798.32 Unlisted Services without Notice - No Fees	11
Sec 798.33 Pet Fees	11
Sec 798.34 Guest Fees	11
Sec 798.35 Members of Immediate Family - No Fees	11
Sec 798.36 Enforcement of Park Rules - No Fees	12
Sec 798.37 Entry, Installation or Hookup - No Fees; Landscaping and Maintenance Charges	12
Sec 798.38 Utility Service Billing; Rate Schedules	12
Sec 798.39 Security Deposits	12
Sec 798.40 No Lien or Security Interest Except by Mutual Agreement	14

<b>ARTICLE 4.5 - RENT CONTROL</b> . . . . .	11
Sec 798.45 New Construction Exempt	11
<b>ARTICLE 5 - HOMEOWNER COMMUNICATIONS AND MEETINGS</b> . . . . .	11
Sec 798.50 Legislative Intent	14
Sec 798.51 Right to Assemble, Meet, Canvass, Petition, and Invite Speakers	14
Sec 798.52 Injunctive Action to Enforce Rights	14
<b>ARTICLE 5.5 - HOMEOWNERS MEETINGS WITH MANAGEMENT</b> . . . . .	15
Sec 798.53 Management Meetings with Residents	15
<b>ARTICLE 6 - TERMINATION OF TENANCY</b> . . . . .	15
Sec 798.55 Legislative Intent; Terminations for Cause; 60-Day Notice	15
Sec 798.56 The Six Authorized Reasons for Termination of Tenancy	16
Sec 798.57 Statements of Reasons in Notice	18
Sec 798.58 No Termination to Make Space for a Buyer of a Mobilehome from Park Owner	18
Sec 798.59 60-Day Notice by Resident of Termination	19
Sec 798.60 Application of Other Unlawful Detainer Laws	19
Sec 798.61 Abandoned Mobilehomes - Procedures	19
<b>ARTICLE 7 - TRANSFER OR SALE OF MOBILEHOME OR PARK</b> . . . . .	21
Sec 798.70 For Sale Signs	21
Sec 798.71 Management Showing or Listing - Prohibitions	21
Sec 798.72 No Transfer or Selling Fee	22
Sec 798.73 Removal of Mobilehome upon Third Party Sale	22
Sec 798.74 Management Approval of Buyer; Credit Rating Refund	23
Sec 798.75 Rental Agreement Required for Park Occupancy	23
Sec 798.76 Adults Only Restrictions	24
Sec 798.77 No Waiver of Rights	24
Sec 798.78 Rights of Heir or Joint Tenant of Owner	25
Sec 798.79 Repossession of Mobilehome; Sale to Third Party	26
Sec 798.80 Sale of Park - Notice by Management	26
Sec 798.81 Listing or Sales - Prohibitions (new '88)	27
<b>ARTICLE 8 - LEGAL ACTIONS, PROCEEDINGS AND PENALTIES</b> . . . . .	28
Sec 798.84 Notice of Lawsuit for Failure to Maintain	28
Sec 798.85 Attorney's Fees and Costs	28
Sec 798.86 Management Penalty for Willful Violation	29
Sec 798.87 Public Nuisances and Abatement	29
<b>ARTICLE 9 - SUBDIVISIONS, COOPERATIVES AND CONDOMINIUMS</b> . . . . .	29
Sec 799 Definitions	29
Sec 799.1 Advertising Sale of Home; For Sale Signs	29
Sec 799.2 Listing or Showing of Home by Park Management	30
Sec 799.3 Removal of Mobilehome upon Third Party Sale	30
Sec 799.4 Withholding Prior Approval of Purchaser	30
Sec 799.5 Adults Only Restrictions	30
Sec 799.6 No Waiver of Rights	30

HJC  
2-10-92  
Att # 7  
7-30

HJC  
2-10-92  
Oct #7  
8-30

MOBILEHOME RESIDENCY LAW

Article 1

GENERAL

Sec. 798 Title and Application

This chapter shall be known, and may be cited, as the "Mobilehome Residency Law". It shall apply only to a mobilehome that requires a permit to be moved on a street or highway.

Sec. 798.1 Application of Definitions

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

Sec. 798.2 Definition of Management

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

Sec. 798.3 Definition of Mobilehome

"Mobilehome" is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilhome, as defined in Section 18008 of the Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.24 of this code and Section 18010 of the Health and Safety Code or a commercial coach as defined in Section 18001.6 of the Health and Safety Code.

HJC  
2-10-92  
Att #7  
9-30

Sec. 798.16 Inclusion of Other Provisions

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

Sec. 798.17 Rental Agreements Exempt from Rent Control

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

The first paragraph of a rental agreement entered into pursuant to this section shall contain a provision notifying the homeowner that the agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

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

- (1) The rental agreement shall be in excess of 12 months' duration.
- (2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.
- (3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the agreement.
- (4) The homeowner who executes a rental agreement offered pursuant to this section may void such agreement by notifying management in writing within 72 hours of the homeowner's execution of the rental agreement.

- (c) The homeowner shall have the option to reject the offered rental agreement and instead accept a rental agreement for a term of 12 months or less from the date the offered agreement begins. In the event the homeowner elects to have a rental agreement for a term of 12 months or less,

including a month-to-month agreement, the agreement shall contain the same "rental charges" terms and conditions as the offered rental agreement during the first 12 months, except for options contained in the offered rental agreement to extend or renew the agreement.

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

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

Sec. 798.18 Optional Length of Agreement; Comparable Monthly Terms

- (a) A homeowner shall be offered a rental agreement for

- (1) a term of 12 months, or
- (2) a lesser period as the homeowner may request, or
- (3) a longer period as mutually agreed upon by both the homeowner and management.

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

Sec. 798.19 No Waiver of Chapter 2.5 Rights

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

Sec. 798.20 No Private Club Discrimination

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

Sec. 798.22 Recreational Vehicles in Parks

- (a) In any new mobilehome park that is developed after January 1, 1982, mobilehome spaces shall not be rented for the accommodation of recreational vehicles as defined by Section 799.24 unless the mobilehome park has a specifically designated area within the park for recreational vehicles, which is separate and apart from the area designated for mobilehomes. Recreational vehicles may be located only in the specifically designated area.

01323252063  
91632744804

Sec. 798.4 Definition of Mobilehome Park

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

Sec. 798.6 Definition of Park

"Park" is a mobilehome park.

Sec. 798.7 Definition of New Construction

"New Construction" means any newly constructed spaces initially held out for rent after January 1, 1990.  
(Added by 88 1241 Leonard, 1989)

Sec. 798.8 Definition of Rental Agreement

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

Sec. 798.9 Definition of Homeowner

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

Sec. 798.10 Definition of Change of Use

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

Sec. 798.11 Definition of Resident

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

Sec. 798.12 Definition of Tenancy

Tenancy is the right of a homeowner to the use of a site mobilehome park on which to locate, maintain, and occupy a mobilehome, and accessory structures for human housing, and the use of the services and facilities of the

HJC  
2-10-92  
Att # 7  
10-30

Sec. 798.14 Delivery of Notice

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

Article 2

RENTAL AGREEMENT

Sec. 798.15 In Writing and Required Contents

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

- (a) The term of the tenancy and the rent therefor.
- (b) The rules and regulations of the park.
- (c) A copy of the text of this chapter shall be attached as an exhibit and shall be incorporated into the rental agreement by reference. Management shall provide all homeowners with a copy of this chapter prior to February 1 of each year, if a significant change was made in the chapter by legislation enacted in the prior year.
- (d) A provision specifying that it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition.
- (e) A description of the physical improvements to be provided the homeowner during his or her tenancy.
- (f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.
- (g) A provision stating that management may charge a reasonable fee for services relating to maintenance of land and premises upon which a mobilehome is situated in the event homeowner fails to maintain such land or premises in accordance with park rules and regulations after written notification to homeowner and failure of homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.
- (h) All other provisions governing the tenancy.

- 011223352001
- (b) Any new mobilehome park that is developed after January 1, 1982, is not subject to the provisions of this section until 75 percent of the spaces have been rented for the first time.

### Article 3

#### RULES AND REGULATIONS

##### Sec. 798.24 Common Area Facility Hours

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

##### Sec. 798.25 Amendments to Rules and Regulations - Notice

A rule or regulation of the park may be amended at any time with the consent of a homeowner, or without his or her consent upon written notice to him or her of not less than six months, except for regulations applicable to recreational facilities which may be amended without his or her consent upon written notice to him or her not less than 60 days. Written notice to a new homeowner, whose tenancy commences within the required period of notice, of a proposed amendment shall constitute compliance with this section where the written notice is given to him or her before the inception of his or her tenancy.

##### Sec. 798.26 Management Entry into Mobilehomes

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

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

HJC  
2-10-92  
Att #7  
11-30

#### Sec. 798.27 Notice of Zoning or Use Permit

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

(b) If a change occurs concerning the zoning or use permit under which the park operates or a lease in which the management is a lessee, all homeowners shall be given written notice within 30 days of such change. Notification regarding the change of use of the park, or any portion thereof, shall be governed by subdivision (f) of Section 798.55. A prospective homeowner shall be notified prior to the inception of the tenancy.

##### Sec. 798.28 Disclosure of Park Owner's Name

The management of a mobilehome park shall disclose, in writing, the name of the mobilehome park owner upon the request of a homeowner.

##### Sec. 798.29 Notice of Mobilehome Ombudsman

The management shall post on a sign provided by the Department of Housing and Community Development only the name, address, and telephone number of the Mobilehome Ombudsman designated under Chapter 9 (commencing with Sec. 18150) of Part 2 of Division 13 of the Health and Safety Code, in a conspicuous public place within the mobilehome park.

### Article 4

#### FEES AND CHARGES

##### Sec. 798.30 Notice of Rent Increase

The management shall give a homeowner written notice of any increase in his or her rent at least 60 days before the date of the increase.

##### Sec. 798.31 Authorized Fees Charged

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

798.32 Unlisted Services Without Notice - No Fees

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

Sec. 798.33 Pet Fees

- (a) A homeowner shall not be charged a fee for keeping a pet in the park unless the management actually provides special facilities or services for pets. If special pet facilities are maintained by the management, the fee charge shall reasonably relate to the cost of maintenance of the facilities or services and the number of pets kept in the park.
- (b) If the management of a mobilehome park implements a rule or regulation prohibiting residents from keeping pets in the park, the new rule or regulation shall not apply to prohibit the residents from continuing to keep the pets currently in the park if the pet otherwise conforms with the previous park rules or regulations relating to pets. However, if the pet dies or no longer lives with the resident, the resident does not have the right to replace the pet.
- (c) Any rule or regulation prohibiting residents from keeping pets in the mobilehome park shall not apply to guide dogs, signal dogs, or service dogs.  
(Amended & Added by MS 717 O'Connell, 1989)

Sec. 798.34 Guest Fees

- (a) A homeowner shall not be charged a fee for a guest who does not stay with him or her for more than a total of 20 consecutive days or a total of 30 days in a calendar year. Such a guest will not be required to register with the management.
- (b) A homeowner who is living alone and who wishes to share his or her mobilehome with one person may do so, and a fee shall not be imposed by management for such person. Such person shall be considered a guest of the homeowner and any agreement between the homeowner and such person shall not change the terms and conditions of the rental agreement between management and the homeowner. Such guest shall comply with the provisions of the rules and regulations of the mobilehome park.

Sec. 798.35 Members of Immediate Family - No Fees

A homeowner shall not be charged a fee based on the number of members in his or her immediate family. As used in this section, the "immediate family" includes the homeowner, his or her spouse, their parents, and their children.

Sec. 798.36 Enforcement of Park Rules - No Fees

A homeowner shall not be charged a fee for the enforcement of any of the rules and regulations of the park; except a reasonable fee may be charged by management for the maintenance of the land and premises upon which the mobilehome is situated in the event the homeowner fails to do so in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.

Sec. 798.37 Entry, Installation or Hookup - No Fees; Landscaping and Maintenance Charges

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

Sec. 798.38 Utility Service; Billing; Rate Schedule

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

Sec. 798.39 Security Deposits

- (a) The management may only demand a security deposit on or before initial occupancy and the security deposit may not be in an amount or value in excess of an amount equal to two months' rent that is charged at the inception of the occupancy, in addition to any rent for the first month. In no event shall additional security deposits be demanded of a homeowner following the initial occupancy.
- (b) After the homeowner has promptly paid to the management within 5 days of the date the amount is due, all of the rent, utilities, and reasonable service charges for any 12 consecutive month period subsequent to the collection of the security deposit by management, or upon resale of the mobilehome, whichever occurs earlier, management shall, upon the receipt of a written request from the homeowner, refund to the homeowner the amount of the security deposit within

HJC  
2-10-92  
Att #7  
12-30

HJC  
2-10-92  
AHH 7  
13-30

30 days following the end of the 12 consecutive month period of the prompt payment or the date of the resale of the mobilehome.

- (c) In the event that the interest in the mobilehome park is transferred to any other party or entity, the successor in interest shall have the same obligations of management contained in this section with respect to the security deposit.
- (d) The management shall not be required to place any security deposit collected in an interest-bearing account or to provide a homeowner with any interest on the security deposit collected.
- (e) This section applies to all security deposits collected on or after January 1, 1989. However, any security deposit collected on other than initial occupancy from a homeowner between January 1, 1988 and the effective date of this section shall be refunded on or before January 31, 1989.

Sec. 798.40 No Lien or Security Interest Except by Mutual Agreement

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

Article 4.5

RENT CONTROL

Sec. 798.45 New Construction Exemption

Notwithstanding Section 798.17, "new construction" as defined in Section 798.7, shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any city, county, or city and county, which establishes a maximum amount that a landlord may charge a tenant for rent.  
(Added by SB 1241 Leonard, 1985)

Article 5

HOMEOWNER MEETINGS

Sec. 798.50 Use of Community or Recreation Halls

The management shall permit meetings by homeowners or residents of a mobilehome in the park or any or all of them, relating to mobilehome living or social or educational purposes, including forums for or speeches of public officials or candidates for public

office, to be held in any of the park community or recreation halls if the meeting is held at a reasonable hour and when the facility is not otherwise in use.

Sec. 798.51 Management Meetings with Residents

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

- (a) Amendments to park rules and regulations.
- (b) Standards for maintenance of physical improvements in the park.
- (c) Addition, alteration, or deletion of services, equipment or physical improvements.
- (d) Rental agreements offered pursuant to Section 798.17.

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

HOMEOWNER COMMUNICATIONS AND MEETINGS

Sec. 798.50 Legislative Intent

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

Sec. 798.51 Right to Assemble, Meet, Canvass, Petition, and Invite Speakers

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

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

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

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

Sec. 798.52 Injunctive Action to Enforce Rights

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

(Amended & added by SB 175 Craven, 1989)

Article 5.5

HOMEOWNERS MEETINGS WITH MANAGEMENT

Sec. 798.53 Management Meetings With Residents

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

- (a) Amendments to park rules and regulations.
- (b) Standards for maintenance of physical improvements in the park.
- (c) Addition, alteration, or deletion of service, equipment, or physical improvements.
- (d) Rental agreements offered pursuant to Section 798.17.

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

(Added by SB 175 Craven, 1989 - formerly, Section 798.51)

Article 6

TERMINATION OF TENANCY

Sec. 798.55 Legislative Intent; Terminations for Cause; 60-Day Notice

- (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of

mobilehomes occupied within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.

- (b) The management shall not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure, to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.1 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States Mail within 10 days after notice to the homeowner, addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

Sec. 798.56 The Six Authorized Reasons for Termination of Tenancy

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

- (a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.
- (b) Conduct by the homeowner or resident, upon the park premises, which constitutes a substantial annoyance to other homeowners or residents.
- (c) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park which is part of the rental agreement or any amendment thereto.

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

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

HJC  
2-10-92  
Att # 7  
14-30



HJC  
2-10-92  
Att#7  
15-30

(d) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided, that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy.

Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision.

(2) However, if a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period, no written three-day notice shall be required for a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.53, shall cure a default under this subdivision with respect to that payment.

(4) The homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

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

(e) Condemnation of the park.

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

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

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

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

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

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

(5) A notice of a proposed change of use given prior to January 1, 1980, which conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(g) The report required pursuant to subdivisions (b) and (i) of section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to paragraph (1) of subdivision (f) of this section.

#### Sec. 798.57 Statements of Reasons in Notice

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

#### Sec. 798.58 No Termination to Make Space for a Buyer of a Mobilehome from Park Owner

No tenancy shall be terminated for the purpose of making a homeowner's site available for a person who purchased a mobilehome from the owner of the park or his agent.

HJC  
2-10-92  
Att # 7  
16-30

§ 10.59 60-Day Notice by Resident of Termination

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

Sec. 798.60 Application of Other Unlawful Detainer Laws

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

Sec. 798.61 Abandoned Mobilehomes - Procedures

- (a) As used in this section, "abandoned mobilehome" means a mobilehome (1) less than 12 feet in width, (2) located in a mobilehome park on a site for which no rent has been paid to the management for the preceding 60 days, (3) that is unoccupied, and (4) which the management reasonably believes to be abandoned.
- (b) After determining a mobilehome in a mobilehome park to be an abandoned mobilehome, the management shall post a notice to that effect on the mobilehome for not less than 30 days, and shall deposit copies of the notice in the United States mail, postage prepaid, addressed to the homeowner at the last known address and to any known registered owner, if different from the homeowner, and to any known holder of a security interest in the mobilehome. This notice shall be mailed by registered mail with a return receipt requested.
- (c) Thirty or more days following posting pursuant to subdivision (b), the management may file a petition in the municipal or justice court for the judicial district in which the mobilehome park is located for a judicial declaration of abandonment of the mobilehome. Copies of the petition shall be served upon the homeowner, any known registered owner, and any known person having a lien or security interest of record in the mobilehome by mailing copies to those persons at their last known address by registered mail with a return receipt requested in the United States mail, postage prepaid.
- (d) Hearing on the petition shall be given precedence over other matters on the court's calendar. In no event shall the hearing be scheduled more than 60 days following initial posting under subdivision (b). If, upon the hearing, the petitioner shows by a preponderance of the evidence that the mobilehome meets the criteria for an abandoned mobilehome and no party establishes an interest therein at the hearing, the court shall enter a judgment of abandonment, determine the amount of charges to which the petitioner is entitled, and award costs to the petitioner. However, at any time prior to sale under this section, any person having a right to possession of the mobilehome may recover it upon payment

to the management of all rent or other charges due, including reasonable costs of storage and other costs awarded by the court.

- (e) Within 10 days following a judgment of abandonment, the management shall enter the abandoned mobilehome and complete an inventory of the contents and submit the inventory to the court. During this period, the management shall post and mail notice of intent to sell the abandoned mobilehome and its contents under this section, and announce the date of sale in the same manner as provided for the notice of determination of abandonment under subdivision (b), and by publication in a newspaper of general circulation published in the city in which the park is located or, if located in an unincorporated area, in the county where the park is located.
- (f) Prior to the sale, the abandoned mobilehome and its contents shall not be moved from its site, but the management shall be entitled to storage costs in the same amount as the contract rent and other charges that would be applicable if the mobilehome had not been abandoned.
- (g) Not less than 30 days following the judgment of abandonment, the management may conduct a public sale of the abandoned mobilehome and its contents. The management may bid at the sale and shall have the right to offset its bids to the extent of the total amount due it under this section. The proceeds of the sale shall be retained by the management, but any unclaimed amount thus retained over and above the amount to which the management is entitled under this section shall be deemed abandoned property and shall be paid into the treasury of the county in which the sale took place within 30 days of the date of the sale. The former homeowner or any other owner may claim any or all of that unclaimed amount within one year from the date of payment to the county by making application to the county treasurer or other official designated by the county. If the county pays any or all of that unclaimed amount to a claimant, neither the county nor any officer or employee of the county is liable to any other claimant as to the amount paid.
- (h) Within 30 days of the date of the sale, the management shall submit to the court an accounting of the moneys received from the sale and the disposition of the money and the items contained in the inventory submitted to the court pursuant to subdivision (e).
- (i) The management shall provide the purchaser at the sale with a copy of the judgment of abandonment and evidence of title, as shall be specified by the State Department of Housing and Community Development, which shall register title in the mobilehome to the purchaser upon presentation thereof. The sale shall pass title to the mobilehome to the purchaser free of any prior interest, including any security interest or lien, in the mobilehome.

Article 7

TRANSFER OR SALE OF MOBILEHOME OR PARK

Sec. 798.70 For Sale Signs

A homeowner, or his or her agent, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person, may advertise the sale or exchange of his or her mobilehome, or if not prohibited by the terms of an agreement with the management, may advertise the rental of his or her mobilehome, by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent and shall not exceed 24 inches in width and 18 inches in height.  
(Amended by AB 1914 N.Waters, 1989)

Sec. 798.71 Management Showing or Listing - Prohibitions

- (a) The management shall not show or list for sale a manufactured home or mobilehome without first obtaining the owner's written authorization. The authorization shall specify the terms and conditions regarding the showing or listing.
- (b) The management shall prohibit neither the listing nor the sale of a manufactured home or mobilehome within the park by the homeowner, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or an the agent of the homeowner any such person other than the management, nor require the selling homeowner, or an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, to authorize the management to act as the agent in the sale of a manufactured home or mobilehome as a condition of management's approval of the buyer or prospective homeowner for residency in the park.

Nothing in this section shall be construed as affecting the provisions of the Health and Safety Code governing the licensing of manufactured home or mobilehome salespersons or dealers.  
(Amended by AB 1914 N.Waters, 1989)

Sec. 798.72 No Transfer or Selling Fee

- (a) The management shall not charge a homeowner or his or her agent, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person a transfer or selling fee as a condition of a sale of his mobilehome within a park unless the management performs a service in the sale. The management shall not perform any such service in connection with the sale unless so requested, in writing, by the homeowner or his or her agent, an heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person.  
(Amended by AB 1914 N.Waters, 1989)
- (b) The management shall not charge a prospective homeowner or his or her agent, upon purchase of a mobilehome, a fee as a condition of approval for residency in a park unless the management performs a specific service in the sale. The management shall not impose a fee, other than for a credit check in accordance with subdivision (b) of Sec. 798.74, for an interview of a prospective homeowner.

Sec. 798.73 Removal of Mobilehome Upon Third Party Sale

The management shall not require the removal of a mobilehome from the park in the event of its sale to a third party during the term of the homeowner's rental agreement. However, in the event of a sale to a third party, in order to upgrade the quality of the park, the management may require that a mobilehome be removed from the park where:

- (a) It is less than 10 feet wide.
- (b) It is more than 20 years old, or more than 25 years old if manufactured after September 15, 1971, and is 20 feet wide or more and the mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552, and 18603 of the Health and Safety Code, and the regulations established thereunder.
- (c) The mobilehome is more than 17 years old, or more than 25 years old if manufactured after September 15, 1971, and is less than 20 feet wide and the mobilehome does not comply with the construction and safety standards under Sections 18550, 18552, and 18603 of the Health and Safety Code, and the regulations established thereunder.
- (d) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants

HJC  
2-10-92  
Att #7  
17-30

and to the public, exclusive of its age. The management shall use reasonable discretion in determining the general condition of the mobilehome and its accessory structures. The management shall bear the burden of demonstrating that the mobilehome is in a significantly rundown condition or in disrepair.

Sec. 798.74 Management Approval of Buyer; Credit Rating Refund

- (a) The management may require the right of prior approval of a purchaser of a mobilehome that will remain in the park and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the park unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the park. In determining whether the purchaser has the financial ability to pay the rent and charges of the park, the management shall not require the purchaser to submit copies of any personal income tax returns in order to obtain approval for residency in the park. However, management may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support. If the ownership or management rejects a purchaser as a prospective homeowner, the ownership or management shall inform the selling homeowner in writing of its reasons for the rejection. If the approval of a purchaser is withheld for any reason other than those stated in this article, the management or owner may be held liable for all damages proximately resulting therefrom.
- (b) If the management collects a fee or charge from a prospective purchaser of a mobilehome in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that mobilehome purchaser. If, for whatever reason, the prospective purchaser is rejected by the management, the management shall refund to the prospective purchaser the full amount of that fee or charge within 30 days from the date of rejection. If the prospective purchaser is approved by the management, but, for whatever reason, the prospective purchaser elects not to purchase the mobilehome, the management may retain the fee, or a portion thereof, to defray its administrative costs under this section.

Sec. 798.75 Rental Agreement Required for Park Occupancy

- (a) An escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a provision signed by the purchaser stating that by such signature he or she has agreed to the terms of a rental

agreement. A copy of a fully executed rental agreement signed by both the purchaser and park management will satisfy the requirements of this section copy of a fully executed rental agreement.  
(Amended by AB 641 Quackenbush, 1989)

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

Sec. 798.76 Adults Only Restrictions

The management may require that a purchaser of a mobilehome which will remain in the park, comply with any rule or regulation limiting residency to adults only.

Sec. 798.77 No Waiver of Rights

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

HJC  
2-10-92  
Att # 7  
18-30

HJC  
2-10-92  
Att# 7  
19-30

Sec. 798.78 Rights of Heir or Joint Tenant of Owner

An heir or joint tenant who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who is a homeowner shall have the right to sell the mobilehome to a third party in accordance with the provisions of this article, but only if all the homeowner's responsibilities and liabilities to the management regarding rent, utilities, and reasonable maintenance of the mobilehome and its premises which have arisen after the transfer of ownership to the heir or joint tenant have been satisfied up until the date the mobilehome is resold.

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

(b) In the event that the heir, joint tenant, or personal representative of the estate does not satisfy the requirements of subdivision (a) with respect to the satisfaction of the homeowner's responsibilities and liabilities to the management which accrue pursuant to the rental agreement in effect at the time of the death of the homeowner, the management shall have the right to require the removal of the mobilehome from the park.

(c) Prior to the sale of a mobilehome by an heir, joint tenant, or personal representative of the estate, that individual may replace the existing mobilehome with another mobilehome, either new or used, or repair the existing mobilehome so that the mobilehome to be sold complies with health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder. In the event the mobilehome is to be replaced, the replacement mobilehome shall also meet current standards of the park as contained in the park's most recent written requirements issued to prospective homeowners.

(d) In the event the heir, joint tenant, or personal representative of the estate desires to establish a tenancy in the park, that individual shall comply with those provisions of this article which identify the requirements for a prospective purchaser of a mobilehome that remains in the park.  
(Amended & added by AB 1914 N. Waters, 1989)

Sec. 798.79 Repossession of Mobilehome; Sale to Third Party

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

Sec. 798.80 Sale of Park - Notice by Management

(a) When the owner of a mobilehome park enters into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 2 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offers to sell the park to any party, the owner shall provide written notice by first class mail or by personal delivery to the president, secretary, and treasurer of a resident organization formed pursuant to Section 50561 of the Health and Safety Code, not less than 10 days but no more than 30 days prior to entering into any written listing agreement for the sale of the park, or making any offer to sell the park to any party. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.

(b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:

- (1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.
- (2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.
- (3) The resident organization has furnished the park owner or park manager a written notice, within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

HJC  
2-10-92  
Att #7  
20-30

Article 8

LEGAL ACTIONS, PROCEEDINGS, AND PENALTIES

Sec. 798.84 Notice of Lawsuit for Failure to Maintain

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

Sec. 798.85 Attorney's Fees and Costs

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

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

Sec. 798.81 Listing or Sales - Prohibitions

The management (1) shall not prohibit the listing or sale of a used mobilehome within the park by the homeowner, or an agent of the homeowner as heir, joint tenant, or personal representative of the estate who gains ownership of a mobilehome in the mobilehome park through the death of the owner of the mobilehome who was a homeowner at the time of his or her death, or the agent of any such person other than the management, (2) nor require the selling homeowner to authorize the management to act as the agent in the sale of a mobilehome as a condition of approval of the buyer or prospective homeowner for residency in the park.  
(Amended by AB 1914 H.Waters, 1989)

198.86 Management Penalty for Willful Violation

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

Sec. 798.87 Public Nuisances and Abatement

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

Article 9

SUBDIVISIONS, COOPERATIVES, AND CONDOMINIUMS

Sec. 799 Definitions

As used in this article:

- (a) "Ownership or management" means the ownership or management of a subdivision, cooperative, or condominium for mobilehomes.
- (b) "Resident" means a person who maintains a residence in a subdivision, cooperative, or condominium for mobilehomes.

Sec. 799.1 Advertising Sale of Home; For Sale Signs

A resident may advertise the sale or exchange of his or her mobilehome or, if not prohibited by the terms of an agreement with the management or ownership, may advertise the rental of his or her mobilehome by displaying a sign in the window of his or her mobilehome stating that the mobilehome is for sale or exchange or, if not prohibited, for rent by the owner of the mobilehome or his or her agent. The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent, and may be at least 12 inches in width and 12 inches in length.

Sec. 799.2 Listing or Showing of Home by Park Management

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

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

Sec. 799.3 Removal of Mobilehomes upon Third Party Sale

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

Sec. 799.4 Withholding Prior Approval of Purchaser

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

Sec. 799.5 Adults Only Restrictions

The ownership or management may require that a purchaser of a mobilehome which will remain in the subdivision, cooperative, or condominium for mobilehomes, comply with any rule or regulation limiting residence therein to adults only.

Sec. 799.6 No Waiver of Rights

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

HJC  
2-10-92  
Att #7  
21-30

# MIDWEST PROPERTIES

1737 LOCUST

KANSAS CITY, MO 64108

816/ 471-1855

After hours 913-362-1402

*received Feb 1, 1992*

January 30, 1992

Dear Friends:

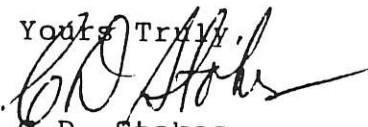
We are the new owners of your mobile home park.

During the coming weeks we will be making several improvements. Some of the improvements depend upon weather conditions. Basically, here's what's going to happen:

- 1) We will appoint a local person to be available to answer questions and be of general assistance.
- 2) We will repair the roads where needed and will apply sealer to prevent further damage.
- 3) We will pave the parking areas.
- 4) A general cleanup, fix-up program will begin. Those persons choosing not to participate will be invited to go elsewhere.
- 5) So that we can update our files, we are enclosing an information sheet. Please return within 5 days.
- 6) You will receive news of whats happening from time to time.

We encourage you to write us with your suggestions as to how we can improve.

Yours Truly,

  
C.D. Stokes

Enclosure



# MIDWEST PROPERTIES

1737 LOCUST

KANSAS CITY, MO 64108

816/ 471-1855

February 4, 1992

*received Feb 6, 1992*

Dear Friends:

As you know, we presently supply water to our tenants. This is very expensive and we feel that there is some waste involved.

In an effort to improve our situation, we are asking you to do the following:

- 1) Faucets, please repair or replace as needed.
- 2) Toilets- These are big violators. Is the water level too high? Does the flapper close properly? Does the valve turn off when the bowl is filled?
- 3) Shower & Tub- Check valves to see if they turn off completely.

If you need help in making these repairs, please call Don Willingham at 232-0046.

Please complete your inspection and any needed repairs by February 15, 1992, at which time we will start checking for compliance.

We are interested in finding someone with a "Green Thumb" who would volunteer to help us brighten up the place. We will buy the plants. Please call Sharon in our office at (816) 471-1855 if you are interested.

Yours Truly,

*C.D. Stokes*

C.D. Stokes

# MIDWEST PROPERTIES

1737 LOCUST

KANSAS CITY, MO 64108

816/ 471-1855

*received 2-6 72*

Page 1 of 2

## "EVENING STAR" MOBILE HOME PARK RULES & REGULATIONS

1. Deposits. There is a \$100.00 lot deposit, payable before move in.
2. Rents. Lot rent will be \$115.00 per month. Rents are due on the 1st of each month. Rents not received in our office by the 6th will be assessed a late fee of \$25.00. Rents late a third time during any twelve (12) month period are subject to eviction.
3. Skirting. Tenants are responsible for set up of homes under management supervision. All homes must be skirted within thirty (30) days of move in.
4. Storage. No storage is permitted except under the home or in storage sheds. Inoperative vehicles are not permitted. Storage sheds no wider than the home are permitted but must have prior management approval. Sheds must also be painted to blend or contrast with the home.
5. Fences. No fences are permitted without prior approval of management.
6. Auto Repairs. No auto repairs are permitted.
7. Mowing. Tenants are responsible for mowing their lots and fence lines, if any.
8. Pets. No pets may be brought to the park without prior written management approval. Approved pets must be kept inside at all times and you must pick up its litter daily. No outside pets permitted.
9. Heat Tapes. Tenants are required to have heat tapes tested and in operation by October 15th. Damage to underground lines as a result of this violation or improper installation must be paid by the tenant.
10. Guests. Guests staying longer than one (1) week must register by calling the office.
11. Rental Homes. Rental homes are not permitted.

(See reverse side)

*HJC  
2-10-92  
Att #7  
24-30*

12. Children. The number of children permitted in the park will be limited.
13. Sewer. The sewer is open at move in time. If it plugs up after you move in, you are responsible for the cost of opening it.
14. Clotheslines. Only umbrella type are permitted. Clothes must not be left outside overnite.
15. Parking. Parking is permitted only on roads or driveways. No parking on grassy areas or sidewalks.
16. Additions. No additions such as porches, rooms or other structures are permitted without written management approval.
17. Digging. Do not dig without consulting management. Damage to utilities may result.
18. Noise. It is our intent to have a peaceful, quiet community. Being loud and offensive is cause for eviction.
19. Litter. You may use two (2) trash cans with lids. They are to be kept out of sight until trash pickup day. There will be no acceptable excuse for littering.
20. Refunds. If all lot rents are paid to date of moving and if lot is left clean, refund checks will be mailed within ten (10) working days of moving.

IN CASE OF EMERGENCY CALL

Don Willingham  
1126 N.W. Starlight Circle  
(913) 232-0046

or

C.D. Stokes or Sharon Batye  
(816) 471-1855 (days)  
(913) 362-1402 (nites)

Shemie according to my  
figures your rent will be:

house	<u>\$ 85.00</u>
plus <u>2</u> more people	<u>5.00</u>
plus home business	<u>5.00</u>
TOTAL RENT	<u>95.00</u>

Please let me know if this is incorrect.

HJC  
2-10-92  
Att # 7  
25-30

May 21, 1983

Dear Residents,

I'm sure you all have noticed the concrete building on West St. John Street. I haven't finished some of the detail work or cleaned up the leftover mess around it yet, but for the most part it's done. There are no lights or other utilities in the building. Anyone wishing to enter this building does so at their own risk. Pets, smoking or drinking of alcohol is not allowed inside. The building will be kept locked with the following persons having keys.

Merna Prim - Lot 917, 1461 N. Taylor  
Roy Blassingame - Lot 1003, 1441 N. Taylor  
Geraldine Hess - Lot 914, 1441 N. Taylor  
Don Lillibridge - 904 West St. John Street  
Don King - 1101 Starlite Circle  
Ed Beadman - 1121 Starlite Circle  
Don Pollom - 1112 Starlite Circle  
Kenneth Smith - 1114 Starlite Circle

The grass mowing season is here again. Homes, fences and sheds are to be trimmed around and kept neat in appearance.

I've noticed there are some vehicles parking on the sidewalks. The sidewalks are not built for the weight of vehicles which can cause breakage. This practice must be discontinued.

School will soon be out and children are to be supervised by you or a responsible person. They are not to be left on the mercy of the court or to roam about getting into mischief. (see rule #7) They cannot be out running loose after dark in the trailer court. Your cooperation is appreciated.

Sincerely,

*Darrell Alexander*

*HJC*  
*2-10-92*  
*Att # 7*  
*27-30*

May 25, 1982

Dear Residents,

Spring has once again arrived and there are several things I would like to pass on to you. I know it's been hard to keep up with the grass with all this rain. For the ones who haven't been trimming the grass around your home skirting I would like to see this done by everyone, it certainly makes your home and the whole court look better.

There's a few homes with skirting that need to be repaired, painted or replaced due to damage by the winter and spring winds.

Trash cans should be put out the morning it's to be picked up and then removed and kept from view of the street as soon as possible. (See rule #17)

I would like to see the parking on the sidewalks and in the yards discontinued. The heavy weight on the vehicles are causing damage to the sidewalks and yards.

At this time it doesn't look like I'll get a shelter built for this storm season. I talked to Phil Shideler at the National Weather Service to get some information and he told me that since 1887 when they started keeping records there's been two tornados in Topeka. #1 in 1935 at the West edge of Topeka, no damage, no loss of life. #2 in 1966 which most of you are familiar with. He tells me statistics show the possibility of tornados hitting the same place twice is once every 273 years. This information isn't to delay or discourage anyone from seeking shelter but to relieve some of the panic that can occur during tornado warnings. Tornados are a serious matter and you should seek proper shelter when warnings are given.

Also as of June 1, 1982 Ruth Damberger will no longer be court manager. If you have any problems or questions call me at 379-0441.

Sincerely,

*Kevin J. Damberger*

HJK  
2-10-92  
CCT # 7  
28-30

Darrell Alexander  
5530 SE Ratner Road  
Berryton, KS 66409

*This was also issued under  
North Valley Mo Home  
Erect D*

THE COURT REPRESENTS A LARGE INVESTMENT BY THE OWNERS AND THE PEOPLE WHO PARK IN IT. WE ARE PROUD OF THE PARK AND HOPE YOU ARE JUST AS PROUD IN CALLING IT YOUR HOME. TO MAINTAIN THE PARK AS WE ALL DESIRE, IT NATURALLY CALLS FOR A SET OF RULES THAT ARE STRICT, BUT ALSO, RULES THAT WE ALL CAN LIVE WITH. WE INSIST THAT ALL RULES AND REGULATIONS BE FOLLOWED AT ALL TIMES. REFER TO THEM OFTEN, IF NOT THE OWNERS AND MANAGEMENT WILL ISSUE PROPER NOTIFICATION FOR YOU TO MOVE TO PROTECT OTHER CITIZENS OF THIS PARK.

#### GENERAL RULES

1. ALL RENTS MUST BE PAID BY CHECK OR MONEY ORDER. NO CASH. NO RECEIPTS WILL BE ISSUED UNLESS REQUESTED AND A SELF-ADDRESSED STAMPED ENVELOPE IS PROVIDED BY TENANT.
2. All Tenants are on a month to month lease. All rent is payable in advance and due the first day of the Month. All rents not paid by the 5th of the month shall be considered "PAST DUE" and a late charge of \$2.50 plus a \$1.00 per day for each day after the 5th will be assessed. Rent shall start the first or if the lot is in reserve with a file with a deposit, the first months lot rent will be prorated so that the full amount is due on the first day of the proceeding month. Tenant not having paid for the current month by the 5th shall be issued a notice to pay all past due rents and other charges within 3 days or legal action will be filed, plus a lien shall be placed against the home.
3. A LOT DEPOSIT OF ONE MONTHS RENT SHALL BE PAID ON ACCEPTANCE OF RESIDENCY. Such deposit shall be returned to Tenant within 30 days from the date the home leaving the park, less any amounts owed or clean up necessary. In the event the home is sold to another individual the deposit will be returned providing all rules concerning the selling of the home have been observed.
4. You have the privilege of selling your mobile home, but if the new owner wishes to remain in the court, you must bring them to Management before you close your sale and papers are signed. NO For Sale signs will be permitted on mobile home lots, only on your mobile home. These regulations must be complied with in advance of anyone moving into the mobile home. All tenants should notify the MANAGEMENT as soon as possible when planning to move out, in writing. Upon moving, please notify the POST OFFICE of the change of address.
5. NO MOBILE HOME WILL BE ABLE TO STAY IF SOLD IF A NOTICE TO MOVE HAS BEEN ISSUED TO THE TENANT FOR ANY REASON.
6. MOBILE HOME OCCUPANCY TENANT APPROVAL AND REGISTRATION. Management must approve of all Residents and names shall be on record, plus a copy of your mobile home registration shall be on record in the Office File. Any new residents and names must be reported to the Management. A resident is anyone regardless of age, who is using the Park address as a mailing address, is attending school in the district, or is staying for more than 30 days. Only owner occupied homes will be permitted in the court. No mobile home or home lot shall be subleased. One family only may occupy a mobile home. Any commercial or retail business operated from the tenants home must be approved by the management. None will be allowed which interferes with other tenants privacy an rights or is in conflict with any other rules. APPROVAL MUST BE IN WRITING.
7. CHILDREN. Children are not to be left alone unless they have supervision and care of an Adult while parents work. They cannot be turned loose on the mercy of the park and their neighbors. They cannot be out running loose after dark in the Park. NO air rifles, BB guns, and bow & arrows are to be used in the mobile court. IT IS THE RESPONSIBILITY OF ALL PARENTS to see that their children are aware of all rules of the court and for their observance.
8. PETS. All pets must be house type, cannot be over 14 inches high. No pets regardless of size that are considered dangerous, such as poisonous spiders, snakes, pit bulls, etc. When outside they must be under control. Pets shall not be left outside at night or when no one is home. No outside pens or dog houses. Pets shall not interfere with the privacy of your neighbor. Pets must be on file as you own them. Do not bring your pets to the Storm Shelter. You will not be allowed to enter the building. It is important that all tenants cooperate in the compliance and enforcement of the above rules. If Management does not receive the required cooperation, it may be necessary to BAN ALL PETS from the court or levy a stiff additional charge for them. AGAIN WE URGE ALL RESIDENTS TO CALL THE CITY DOG CATCHER ON ALL STRAYS. CATS ARE SUBJECT TO THE SAME RULES AS DOGS.
9. NOISE. Excessive noise prohibited: Respect your neighbors. Play radios, record players, stereo, televisions, and other equipment softly. Be Noise Conscious. Especially careful of amplified equipment, as they can be heard a great distance. Control all noise of any sort between the hours 10:00 p.m. to 8:00 a.m. Disturbance of neighbors shall be considered a nuisance. Your guests are your responsibility.
10. DAMAGE RESPONSIBILITY. Management/Owners are not responsible for loss due to fire, theft or accident to mobile homes, cars, boats or travel trailers, or personal property of any sort.
11. COMPLAINTS AND SUGGESTIONS. No complaints or suggestions will be considered by management or owners unless it is submitted in writing and signed. This rule is not intended to stop suggestions or complaints. If you as a tenant have ideas to make the court a better place to live, please submit them to the Owner for consideration.
12. GARBAGE AND TRASH CONTAINERS shall be of steel, plastic, or aluminum or plastic bags. They should not be put out until shortly before pickup time. GARBAGE DAYS ARE WEDNESDAY and SATURDAY, USUALLY EARLY. Put the containers on the curb and remove cans as soon as possible after pick up. Cans still out the next day will be picked up and a charge made for return. Cans should be kept back out of sight from the street. CITY ORDINANCE PROHIBITS BURNING AT ANY TIME WITHOUT A PERMIT.
13. PARKING SPACES. Two off street private parking spaces are provided for each lot. Street parking is allowed for guest but shall not block neighbors driveways, nor park in front of their homes without permission. Vehicles are never to be parked on streets unless there is someone home to move them and for just a short time of not more than 30 minutes. Always park so cars can get by your guest car. Only drivable vehicles are allowed on lots. Those with flat tires or otherwise obviously undrivable are prohibited. Your guests are your responsibility. NO PARKING OF BOATS, AUTOMOBILES, CAMPERS, TRAILERS, ETC. WILL BE ALLOWED ON STREETS OR IN YARDS AT ANY TIME. No automobiles leaking oil, gas & etc. on the streets will be allowed.
14. NO WASHING OF AUTOMOBILES. Motorhomes and trucks which do not exceed 19 feet in length shall be considered to be normal vehicles and shall be allowed to be parked in drives. All others require special arrangements with Management/Owners.
15. NO MAJOR VEHICLE REPAIR WORK AT LOTS - Only MINOR work allowed. No cars with wheels off, on blocks, etc. overnight. If you need to do major work, please do it elsewhere. Also all work done during reasonable hours and not cause the NOISE NUISANCE VIOLATION.
16. MOTORCYCLES, MOPEDS AND MINI BIKES are allowed in the court if fully muffled and ridden only directly to and from the entrance and your home. All riders must be licensed. Riding off the streets is prohibited. Dirt bikes are not allowed to be ridden. The riding of cycles in the court is a privilege extended only to those who will do it in a responsible manner.

*HJC  
over 2-10-92  
Att # 7  
29-30*

17. OBSERVE OUR POSTED SPEED LIMITS. TRAFFIC LAWS AND REGULATIONS SET FORTH BY THE CITY OF TOPEKA ARE ENFORCED ON ALL STREETS IN THE COURT BY THE CITY POLICE DEPARTMENT.
18. PATIO COVERS, PORCHES, DECKS, CARPORTS, STORAGE SHEDS, STEPS, FENCING, TV and CB ANTENNA SYSTEM, MAIL BOXES, CLOTHES LINES, AND BASE SKIRTING MUST BE APPROVED IN BOTH MATERIAL AND CONSTRUCTION AND APPROVED IN WRITING. ABSOLUTELY NO TV ANTENNA ON ELECTRICAL POLES. Porches or decks must have railings around them for safety reasons. Anything that distracts from the attractiveness of your lot will not be allowed. Underneath steps, porches or trailer tongues are not catch-alls or storage spots for old tires, lawn mowers, gas cans, etc. Window and/or door glass that's cracked or broken needs replaced.
19. TENANTS are welcome to plant flowers, shrubs, etc. Tenant must contact the Management however, before planting trees or anything of a permanent nature so that location can be arranged which will not interfere with underground utilities or future moving of homes. All trees and shrubs become the property of the court should you move from the park. Each tenant is responsible for keeping his or her yard neat and free of litter at all times and all miscellaneous belongings should be stored inside shed. Junk automobiles, old appliances, old tires and old furniture or carpeting, etc., shall not be allowed to accumulate in the yards or parking spaces. Residents need to mow their yards in a timely matter (probably at least every 7 days during the peak mowing season) and trim around their homes, front and back, and their parking spaces, sidewalks, etc. If your grass is not cut before it gets so tall that it leaves a cover or clumps of cut grass on top, then it will require raking. If you have a fence, the grass will also need to be trimmed along the bottom. No yard watering.
20. INSTALLATION AND MOVING OF HOMES. Homes in the court shall be considered as permanent installations. Homes will be moved onto or removed from lots only by authorized mover, a licensed and approved mobile home dealer, or by park personnel. Management must be contacted and park personnel will supervise moving to and from lots. All homes shall be set up according to specifications set forth by management. Tenant is responsible for set up and correction of any discrepancy. Tenant or his agent shall not tamper or make any changes in the electrical pole. Any modifications must be done by park personnel, or with supervision of management. Any modification will be at Tenants expense and shall necessitate an additional deposit fee.
21. WATER LINES. It shall be the responsibility of the tenant to protect all water lines exposed from freezing by the installation and maintenance of heat tapes and insulation. Tenant shall be responsible and pay for any damage to water line from freezing. Also, charged an extra fee for water wasted.
22. SEWER LINES will be inspected before homes are installed. After the home is hooked up tenant shall be responsible for opening any clogged sewer line on their lot except when caused by a broken sewer line below ground or tree roots in the main line. Our sewer and water lines are built to the City of Topeka specifications.
23. YARD LIGHTS. Yard lights are to be working and on during night time. Tenant is responsible to see they are working. If not, notify Manager. Manager will replace bulb or mantle but will charge you for bulb or mantle.

#### RIGHT TO EVICT

24. The Owners and Management of the court reserve the right to evict any tenant from the court who does not comply with these rules and regulations or who fails to pay rents and other charges when due, or who fails to pay bills or accounts for services rendered by the court. For nonpayment of rent, the procedure is described in paragraph 2. For noncompliance of rules, a 30 day notice to vacate will be issued. In either event, if the conditions of the notice are not met, a court action will be initiated. All rent and other accounts must be paid in full before the home can be moved. Anyone requiring more than 2 notices for noncompliance of rule or rules in a year will be given a 30 day notice to vacate.

#### RIGHT TO TERMINATE TENANCY BY MANAGEMENT

25. All tenancies are on a month to month basis, and may be terminated without cause by owners or management by giving tenant 30 days notice in writing to vacate the lot occupied. Said 30 days shall run from the 1st day of the month if served on the 1st day of the month.

THESE RULES AND REGULATIONS ARE SUBJECT TO REVISION OR CHANGE WITHOUT NOTICE



MARVIN E. SMITH  
 REPRESENTATIVE, FIFTIETH DISTRICT  
 JACKSON AND SHAWNEE COUNTIES  
 123 N.E. 82ND STREET  
 TOPEKA, KANSAS 66617-2209  
 (913) 484-3417  
 CAPITOL-ROOM 155E  
 TOPEKA, KS 66612  
 (913) 296-7646



TOPEKA

HOUSE OF  
 REPRESENTATIVES

COMMITTEE ASSIGNMENTS  
 MEMBER: EDUCATION  
 TAXATION  
 TRANSPORTATION

February 10, 1992

HOUSE JUDICIARY COMMITTEE

HB 2282

Thank you Mr. Chairman and members of the committee for scheduling a hearing on HB 2282.

Prior to the 1990 Session, a constituent who works with juvenile offenders contacted me about the problem that adults contribute to and use juveniles in criminal activities.

During the summer and especially fall months of 1990, a number of rural robberies from residences and farmsteads had taken place in Shawnee and surrounding counties. Finally, upon apprehension and evidence of stolen property, it was determined a 32 year old woman was helping and abetting these teenage juveniles in committing these crimes of forceable entry and burglary of personal property.

Now, unless Kansas is going to charge and sentence juveniles as adults, then surely the time has arrived to charge and sentence adults for contributing to delinquency of juveniles for their participation in criminal activities. Kansans want their property to be protected and if they are victimized, they want speedy justice for their LOSSES and also, compensation for being victimized. It is time to declare justice on all criminal activity on property and against persons!

I would appreciate your favorable consideration of HB 2822 and urge your reporting passage to the full House for debate and vote. I will try to answer questions you might pose.

HJC  
 2-10-92  
 Attach #8

ANN COZINE  
 REPRESENTATIVE, 81ST DISTRICT  
 502 E. HELBERT  
 MULVANE, KANSAS 67110  
 (316) 777-4660 HOME  
 296-7657 TOPEKA OFFICE



COMMITTEE ASSIGNMENTS  
 ELECTIONS  
 INSURANCE  
 PUBLIC HEALTH & WELFARE

TOPEKA

HOUSE OF  
 REPRESENTATIVES

February 10, 1992

In the summer of 1991 I visited with Mr. Jeff Loan who was the Wichita Community Corrections Director at that time. It was in response to our conversation that I introduced H.B. 2310.

H.B. 2310 concerns community corrections programs and probation. What my proposal would do is:

(1) Mandate that every offender in a community corrections program or on probation would get either a H.S. diploma, G.E.D. certification, or vocational training to prepare the offender for the workforce. The only exceptions would be those who have appropriate work and that are faithfully working at such a job, the other exception is for those who may be intellectually unable to learn according to a determination by a court of law, the third exception would be someone who already has this.

(2) There would also be a time requirement of 60 days from admission into a community correction program when such education or training should begin, except for some extenuating circumstances such as drug treatment, mental health treatment, homeless, or profound poverty which may take somewhat longer to resolve before any meaningful education endeavor could get underway.

The reason I feel this legislation is needed is that a lack of education or training to prepare offenders for the workforce seems to be a factor in repeat offenses. Mr. Loan said that when these young men do not have or get this education or training it is like a vacuum and they continue to be involved in crime and wind up being back in the system.

For those of us who really want to do something to prevent repeat crimes I believe this is an excellent first step.

Are there any questions?

Rep. Ann Cozine

HJC  
 2-10-92  
 Attach # 9  
 1 of 4



Handwritten notes: H 201-100, # 100, H 201-100, H 201-100

- 1 services officer as directed;
- 2 (d) permit the court services officer or community correctional
- 3 services officer to visit the defendant at home or elsewhere;
- 4 (e) *except as provided in paragraph (c) of subsection (4)*, work
- 5 faithfully at suitable employment insofar as possible;
- 6 (f) remain within the state unless the court grants permission to
- 7 leave;
- 8 (g) pay a fine or costs, applicable to the offense, in one or several
- 9 sums and in the manner as directed by the court;
- 10 (h) support the defendant's dependents;
- 11 (i) reside in a residential facility located in the community and
- 12 participate in educational, counseling, work and other correctional
- 13 or rehabilitative programs;
- 14 (j) perform community or public service work for local govern-
- 15 mental agencies, private corporations organized not for profit, or
- 16 charitable or social service organizations performing services for the
- 17 community;
- 18 (k) perform services under a system of day fines whereby the
- 19 defendant is required to satisfy fines, costs or reparation or restitution
- 20 obligations by performing services for a period of days determined
- 21 by the court on the basis of ability to pay, standard of living, support
- 22 obligations and other factors; or
- 23 (l) participate in a house arrest program pursuant to K.S.A. 21-
- 24 4603b, *and amendments thereto*.
- 25 (4) In addition to any other conditions of probation, suspension
- 26 of sentence or assignment to a community correctional services pro-
- 27 gram, the court shall order the defendant to comply with each of
- 28 the following conditions:
- 29 (a) Make reparation or restitution to the aggrieved party for the
- 30 damage or loss caused by the defendant's crime, in an amount and
- 31 manner determined by the court and to the person specified by the
- 32 court, unless the court finds compelling circumstances which would
- 33 render a plan of restitution unworkable;
- 34 (b) pay the probation or community correctional services fee pur-
- 35 suant to K.S.A. 21-4610a and amendments thereto; ~~and~~
- 36 (c) reimburse the state general fund for all or a part of the
- 37 expenditures by the state board of indigents' defense services to
- 38 provide counsel and other defense services to the defendant. In
- 39 determining the amount and method of payment of such sum, the
- 40 court shall take account of the financial resources of the defendant
- 41 and the nature of the burden that payment of such sum will impose.
- 42 A defendant who has been required to pay such sum and who is
- 43 not willfully in default in the payment thereof may at any time

